



REQUEST FOR QUOTATION ("RFQ") No. PS20130632

SUPPLY AND DELIVERY OF DE-ICING SALT

Quotations are to be addressed to the Purchasing Services Office, City of Vancouver, 453 West 12th Avenue, Vancouver, British Columbia, Canada, V5Y 1V4, (Courier Delivery and Drop off is at the Information Desk, Main Floor Rotunda of the same address) prior to the Closing Time: 3:00 pm Vancouver Time (as defined in Note 2 below), Tuesday, September 24, 2013.

This quotation will not be opened publicly.

NOTES:

1. Quotations are to be submitted in sealed envelopes or packages marked with the Vendor's Name, the RFQ Title and Number.
2. Closing Time and Vancouver Time will be conclusively deemed to be the time shown on the Main Floor Rotunda Information Desk computer clock.
3. The City of Vancouver City Hall is open on Business Days 8:30 am to 4:30 pm Vancouver time and closed Saturdays, Sundays and holidays.
4. DO NOT SUBMIT BY FAX.

All queries related to this RFQ shall be submitted
in writing to the attention of:

**Brian Brennan
Buyer II**

E-MAIL: brian.brennan@vancouver.ca

REQUEST FOR QUOTATION No. PS20130632
SUPPLY AND DELIVERY OF DE-ICING SALT
TABLE OF CONTENTS

**INSTRUCTIONS TO VENDORS AND
GENERAL TERMS AND CONDITIONS**

Pages 1 - 6

- 1.0 Introduction and Submission Instructions
- 2.0 Sustainability
- 3.0 Inquiries
- 4.0 Pricing
- 5.0 Delivery Address
- 6.0 Delivery time
- 7.0 Quantities
- 8.0 Terms Of Payment
- 9.0 Placement of a Purchase Order
- 10.0 Disqualification
- 11.0 Evaluation Criteria
- 12.0 Freedom of Information and Protection of Privacy
- 13.0 No Promotion of Relationship

QUOTATION FORM AND SCHEDULE OF PRICES

Pages QF1 - QF5

APPENDIX 1 - REQUIREMENTS

APPENDIX 2 - SAMPLE SUPPLY AGREEMENT

APPENDIX 3 - CERTIFICATE OF EXISTING INSURANCE

APPENDIX 4 - CONFLICT OF INTEREST AND VENDOR LEADERSHIP SUSTAINABILITY QUESTIONNAIRE

REQUEST FOR QUOTATION No. PS20130632
SUPPLY AND DELIVERY OF DE-ICING SALT
INSTRUCTIONS TO VENDORS AND GENERAL TERMS AND CONDITIONS

1.0 INTRODUCTION AND SUBMISSION INSTRUCTIONS

- 1.1 The City is seeking quotations to determine if it will issue one or more contracts for the supply and delivery of De-Icing Salt for the City's Engineering Department.
- 1.2 Vendors should carefully review Appendix 1 - Requirements for a detailed description of the City's requirements.
- 1.3 Vendors should carefully review the City's standard terms and conditions attached as Appendix 2. The City hereby reserves the right to amend its standard terms and conditions at any time without providing notice to the vendors. If the City issues a contract pursuant to this RFQ, it is the sole responsibility of the Vendor to review and familiarize itself with the terms and conditions of the contract before supplying any goods and services.
- 1.4 Vendors should submit quotations on the form provided. Failure to do so may result in the quotation being put aside and given no further consideration. Failure to complete all fields in the quotation form and schedule of prices may result in the Vendor's quotation being disqualified.
- 1.5 Each Proponent must submit with its Quotation a Certificate of Existing Insurance, in the form of Appendix 3 to the RFQ, duly completed and signed by its insurance agent or broker as evidence of its existing insurance, along with a letter from its insurance broker or agent indicating whether or not (and, if not, then to what extent) it will be able to comply with the insurance requirements set out in Section 11.4 of the Form of Agreement, should the Proponent be selected as a successful Proponent. (Any successful Proponent will also be required to provide proof of the satisfaction of all insurance requirements prior to or concurrently with the City entering into any Agreement.)

2.0 SUSTAINABILITY

- 2.1 The City's Procurement Policy and related Supplier Code of Conduct found at <http://vancouver.ca/doing-business/supplier-code-of-conduct.aspx> aligns the City's overall approach to procurement with its corporate social, environmental and economic sustainability values and goals. It establishes a commitment to maximize benefits to the environment through product and service selection, to ensure safe and healthy workplaces, where human and civil rights are respected, and to support an environmentally sustainable local economy, whenever possible. In doing so, the Policy ensures incorporation of sustainability and ethical considerations as integral evaluation components in best-value supply selection.
- 2.2 Vendors are to provide environmentally sensitive products or services wherever possible. Where there is a requirement that the Vendor supplies materials, and where such materials may cause adverse effects, the Vendor is to indicate the nature of the hazard in its Quotation. The Vendor is to advise the City of any known alternatives or substitutes for such materials that would mitigate the effects of any adverse conditions on the environment.

3.0 INQUIRIES

- 3.1 It is the responsibility of the vendor to satisfy itself as to the requirements set out in this RFQ. Inquiries are to be addressed only to the contact person named on the cover page of this RFQ

REQUEST FOR QUOTATION No. PS20130632
SUPPLY AND DELIVERY OF DE-ICING SALT
INSTRUCTIONS TO VENDORS AND GENERAL TERMS AND CONDITIONS

no later than five (5) business days prior to Closing Time. If required, an addendum will be issued to all vendors.

4.0 PRICING

4.1 Prices quoted are to be exclusive of GST and PST, where applicable, except where expressly requested.

4.2 Pricing shall be held firm for one (1) year.

4.3 Prices are to be to quoted DDP (Incoterms 2000) and include all taxes (excluding GST and PST, where applicable, except where expressly requested), fees, charges, overhead, profit and other expenses or costs of any kind whatsoever necessary for or incidental to the supply and delivery of the specified item.

4.4 Prices are to be quoted in Canadian currency.

5.0 DELIVERY ADDRESSES

5.1 The Vendor shall deliver goods to the stockpile locations at the following addresses:

Manitoba Yard, 250 W 70th Avenue, Vancouver, BC, V5X 2X1;

National Yard, 701 National Avenue, Vancouver, BC, V6A 4L3;

Evans Yard, 955 Evans Avenue, Vancouver, BC, V6A 4C8;

Vancouver Landfill, 5400 72nd Street, Delta, BC, V4K 3N2

unless otherwise specified in a purchase order.

6.0 DELIVERY TIME

6.1 Vendors are asked to state in their submissions the delivery time from placement of a purchase order. The City requires that the De-Icing Salt be delivered to the delivery address stated in Section 4, above, within one (1) week of the placement of the order resulting from this RFQ under normal circumstances, and within twelve (12) hours in the event of an emergency. Deliveries under normal circumstances must be made between 8:00 am and 3:00 pm, Monday to Friday, excluding statutory holidays, unless other arrangements have been agreed to in writing.

7.0 QUANTITIES

7.1 The quantity stated herein is the City's best estimate of its requirements. Actual quantities may vary. The table below contains historical purchase quantities for 2010, 2011, and 2012.

REQUEST FOR QUOTATION No. PS20130632
SUPPLY AND DELIVERY OF DE-ICING SALT
INSTRUCTIONS TO VENDORS AND GENERAL TERMS AND CONDITIONS

DELIVERY LOCATION	2010 PURCHASE QUANTITY IN TONNES	2011 PURCHASE QUANTITY IN TONNES	2012 PURCHASE QUANTITY IN TONNES
National Yard	1114	0	2720
Manitoba Yard	0	403	646
Evans Yard	0	0	28
Vancouver Landfill	77	76	40
Totals Per Year	1191	479	3434

8.0 TERMS OF PAYMENT

- 8.1 The City's standard payment terms are net thirty (30) days after receipt and approval of invoice; however, any discounts or more favourable terms which may be offered by the Vendor will be taken into consideration in the financial evaluation. The Vendor must indicate in its quotation if it requires alternate payment terms.
- 8.2 The Vendor may be asked if it will be willing to accept payment by EFT (Electronic Funds Transfer) or by credit card.

9.0 PLACEMENT OF A PURCHASE ORDER

- 9.1 The City may elect to place an order resulting from this RFQ with more than one Vendor and is not obligated to enter into an exclusive arrangement with any Vendor or purchase any minimum quantity of equipment or material.
- 9.2 Acceptance of a quotation and placement of a purchase order shall be valid only if made by an authorized representative of the City.
- 9.3 Where the head office of the successful Vendor is located within the City of Vancouver and/or where the successful Vendor is required to perform the services at a site located within the City of Vancouver, the successful Vendor is required to have a valid City of Vancouver business license.

10.0 DISQUALIFICATION

- 10.1 The City may elect to disqualify any bid that fails to meet any of the requirements of this RFQ. Any deviations from the requirements or conditions specified herein must be clearly stated in the vendor's response. The City will determine what constitutes an acceptable deviation. If no deviations are indicated in the Vendor's response, the City will be entitled to interpret that the Vendor offers to perform in full compliance with the requirements and conditions stated herein.

REQUEST FOR QUOTATION No. PS20130632
SUPPLY AND DELIVERY OF DE-ICING SALT
INSTRUCTIONS TO VENDORS AND GENERAL TERMS AND CONDITIONS

11.0 EVALUATION CRITERIA

- 11.1 Quotations will be evaluated on the basis of the overall best value to the City based on quality, service, cost, social, economic and environmental sustainability and any criteria set out herein including, but not limited to:
- (a) ability to meet specifications stated herein, including and required delivery date and installation date stated herein;
 - (b) Vendor's past performance;
 - (c) overall best value to the City including design performance, component availability, component standardization and product support;
 - (d) lowest overall cost including as appropriate: purchase price, installation costs, delivery cost, maintenance cost including availability of parts and service, warranty, and compatibility with existing equipment;
 - (e) Vendor's compliance with the Supplier Code of Conduct;
 - (f) environmental impact of products; and
 - (g) any other criteria the City deems, at its sole and absolute discretion, necessary to evaluate the Vendor's offer.
- 11.2 The City may elect to not accept the lowest or any quotation, and may terminate or amend this RFQ at anytime.
- 11.3 If the City identifies an ambiguity in the quotation submitted by the Vendor the City, in its sole and absolute discretion, may seek clarification from the Vendor or put the quotation aside and give it no further consideration.
- 11.4 The City may request any additional information from the Vendor that the City requires to satisfy itself that the Vendor will be able to supply and deliver the goods and services set out in this RFQ including, without limitation, requiring the Vendor to provide additional product specifications or to furnish evidence of adequate insurance.

12.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

- 12.1 The City is subject to the Province of British Columbia's *Freedom of Information and Protection of Privacy Act*.

13.0 NO PROMOTION OF RELATIONSHIP

- 13.1 The Vendor must not disclose or promote its relationship with the City, including by means of any verbal declarations or announcements and by means of any sales, marketing or other literature, letters, client lists, press releases, brochures or other written materials without the express prior written consent of the City (except as may be necessary for the Vendor to perform the vendor's obligations under the terms of the Contract). Furthermore, the Vendor undertakes not to disclose or promote its relationship with the City in any communication or matter whatsoever as a basis to create an association, express or implied.

REQUEST FOR QUOTATION No. PS20130632
SUPPLY AND DELIVERY OF DE-ICING SALT
INSTRUCTIONS TO VENDORS AND GENERAL TERMS AND CONDITIONS

REQUEST FOR QUOTATION No. PS20130632
SUPPLY AND DELIVERY OF DE-ICING SALT
QUOTATION FORM AND SCHEDULE OF PRICES

Please mail, courier or deliver your submission in person to:

Mail to: City of Vancouver
 Purchasing Services
 453 West 12th Avenue
 Vancouver, BC V5Y 1V4

Courier/deliver in person to:

City of Vancouver
Purchasing Services
453 West 12th Avenue
Vancouver, BC V5Y 1V4

If delivering by mail, courier or in person, please reference the RFQ number and title on the envelope and ensure that it will be received before the Closing Time.

ATTENTION: Brian Brennan

FROM: _____ (Company Name)

 _____ (Contact Name)

SUBJECT: REQUEST FOR QUOTATION No. PS20130632
 SUPPLY AND DELIVERY OF DE-ICING SALT

The undersigned vendor, having carefully read and examined the RFQ and having full knowledge of the requirements described herein, does offer to provide the goods and/or services in accordance with the specifications and terms and set out in the RFQ (except as noted below) and the pricing shown below.

REQUEST FOR QUOTATION No. PS20130632
SUPPLY AND DELIVERY OF DE-ICING SALT
QUOTATION FORM AND SCHEDULE OF PRICES

1.0 SCHEDULE OF PRICES

Item	Description	Unit Price remainder of 2013 and 2014	Unit Price 2015	Unit Price 2016	Unit of Measure	Total Price
1.	De-Icing Salt in accordance with the specifications set out herein.	\$			Tonne	\$
2.	Freight Charges for De-Icing Salt (price per tonne)	\$			Each	\$

2.0 SUSTAINABILITY

Please indicate with your quotation, as applicable, the following:

- (a) Offering of products that are non-toxic and non-hazardous;
- (b) Environmentally friendly disposal instructions for obsolete or expired products and equipment; and
- (c) Identify carbon emissions reduction objectives resulting from the delivery of products;

3.0 TERMS OF PAYMENT (if other than Net 30)

Are there any discount terms available for payment by EFT (Electronic Funds Transfer) or by purchasing card (MasterCard) within ten (10) days?

Yes _____ No _____

If yes, state terms:

4.0 CASH DISCOUNTS

(15th of the month following, or later, is preferred by the City).

A cash discount allowance of _____% will be allowed if accounts are:

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

(a) or (b) shall be clear days from date of acceptance by the City, or receipt of the invoices by the City, whichever is later.

REQUEST FOR QUOTATION No. PS20130632
SUPPLY AND DELIVERY OF DE-ICING SALT
QUOTATION FORM AND SCHEDULE OF PRICES

5.0 ALTERNATE OR SUGGESTED ADDITIONAL COMPONENTS

Are there alternate or suggested additional components suggested by the vendor?

If yes, list the components and their price:

Item	Description	Qty	Unit Price	Unit of Measure	Total Price
1.	[insert type of product or service] in accordance with the specifications set out herein. Make: _____ Model Year and No.: _____		\$		\$
			\$		\$
2.	[insert type of product or service] in accordance with the specifications set out herein. Make: _____ Model Year and No.: _____		\$		\$
			\$		\$
3.	[insert type of product or service] in accordance with the specifications set out herein. Make: _____ Model Year and No.: _____		\$		\$
			\$		\$
GST and PST, where applicable, should not be included in prices.				TOTAL	

6.0 TERMS AND CONDITIONS

By initialling below, the vendor acknowledges it has read and understands the terms, conditions and requirements set out herein and has identified any deviations or alternatives thereto; and if applicable, has provided an explanation of why it will not or cannot comply with any of the terms and conditions set out herein.

Will Comply: _____ Cannot Comply (explain): _____

Pursuant to and in compliance with this Request for Quotation and any addenda, the undersigned, being familiar with the documents, the site, conditions on site, contract service areas, the character of the equipment and materials needed to carry out and provide the equipment, goods, or services, and all relevant laws, rules, notices, directives, standards, orders and regulations, licensing and permit requirements, labour market, parking and other circumstances which may affect its quotation, hereby offers to supply the equipment, goods or services in accordance with the terms and conditions for the prices as set out herein.

REQUEST FOR QUOTATION No. PS20130632
SUPPLY AND DELIVERY OF DE-ICING SALT
QUOTATION FORM AND SCHEDULE OF PRICES

Company Name: _____

Signature of Authorized Signing Officer: _____ Date: _____

Name of Authorized Signing Officer: _____

Title of Authorized Signing Officer: _____

Mailing Address: _____

Cheque Payable/Remit to Address: _____

Telephone No.: _____ Fax No.: _____

Key Contact Person: _____ E-mail: _____

GST Registration No.: _____ Incorporation Date: _____

City of Vancouver Business License Number: _____

(If your office is located in Vancouver or N/A if not applicable)

WorkSafeBC Account Number: _____

Provide the WorkSafeBC registration number and a letter from WorkSafeBC confirming that the Tenderer is registered in good standing with WorkSafeBC and that all assessments have been paid to the date thereof prior to the City having any obligation to pay monies for the services provided.

Dunn and Bradstreet Number: _____

(or N/A if not applicable)

1.0 Introduction and Background

The City of Vancouver has a commitment to the tax payers of Vancouver to keep our main arterial streets, bike lanes, bridges and collector routes as free as possible from snow and ice. During a winter storm event the City dedicates extensive resources requiring the use of de-icing salt. This can result in constant and urgent demand for replenishment of City stockpiles during these times. The demand for salt may occur twenty for (24) hours a day including weekends and statutory holidays, and generally the demand falls between the dates of October 1 and April 15th.

2.0 Specifications

De-icing Salt shall be sodium chloride, Type 1, Grade 1, conforming to the latest revision of ASTM standard specification D632. The anti-caking additive sodium ferrocyanide must not exceed 50 ppm. Independent lab test results indicating the levels of the anti-caking additive sodium ferrocyanide should be submitted with the quotation, and if not must be provided within ten (10) business days upon written request.

A sample of the material proposed to be supplied will be supplied to the City's Material Testing Lab within ten (10) business days of written request. The sample shall be of sufficient size to establish the gradation and moisture content. During the course of the contract, the City will conduct random testing on salt supplied to the City's delivery locations or at the vendors stockpiles.

3.0 Acceptance Criteria

Quotations will be evaluated on the following criteria:

- Price
- Ability to meet lead times specified
- Product offered meets specification
- Company background
- Sustainability

SUPPLY AGREEMENT

BETWEEN:

<  **SUPPLIER NAME** >

AND:

CITY OF VANCOUVER

RELATING TO <  >

DATED <  >

SUPPLY AGREEMENT

THIS AGREEMENT is made as of <[Date]>

BETWEEN:

<[Supplier Name]>, a <[Type of Corporation]> organized under the laws of <[Province]> and having an office at <[Address]>

(hereinafter referred to as the "Supplier")

AND:

CITY OF VANCOUVER, a municipal corporation continued under the *Vancouver Charter* (British Columbia) and having an office at 453 West 12th Avenue, Vancouver, British Columbia, V5Y 1V4 <[City Logo]>
When required add: ", as represented by its Board of Parks and Recreation."

(hereinafter referred to as the "City")

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

AND WHEREAS the City wishes to procure <[Product]> 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.

REQUEST FOR QUOTATION No. PS20130632
SUPPLY AND DELIVERY OF DE-ICING SALT
APPENDIX 2 - SAMPLE SUPPLY AGREEMENT

TABLE OF CONTENTS

	Page		Page
ARTICLE 1		4.2 Information Concerning Alternative Suppliers	Error! Bookmark not defined.
1.1 Definitions	5	4.3 Use of Alternative Suppliers	Error! Bookmark not defined.
1.2 Headings	10	ARTICLE 5	
1.3 Extended Meanings	10	5.1 City's Managers	16
1.4 Schedules	11	5.2 Supplier's Managers	16
ARTICLE 2		5.3 Designation of New Managers	16
2.1 Effective Date	11	ARTICLE 6	
2.2 Term	12	6.1 General Representations and Warranties	17
ARTICLE 3		6.2 General Health and Safety-Related Acknowledgements and Covenants	17
3.1 Supply	12	6.3 Covenants Regarding Violations of Health and Safety Requirements	18
3.2 Application to Prior Acts	12	6.4 Covenants Regarding the Environment	18
3.3 Sufficiency and Competence of Personnel	12	6.5 Further Covenants Regarding the Site	19
3.4 Design Review	12	6.6 Covenants Against Encumbrances	19
3.5 Standards and Requirements	13	6.7 Absence of Conflicts of Interest	20
3.6 Consents	13	ARTICLE 7	
3.7 Warranties	13	7.1 Separate Personnel	Error! Bookmark not defined.
3.8 Relationship Between the Parties	14	7.2 Changes in Personnel	Error! Bookmark not defined.
3.9 Variations Requested by the City	14	7.3 Key Project Personnel	Error! Bookmark not defined.
3.10 Tests; Defects and Acceptance	15		
3.11 Title and Risk	15		
ARTICLE 4			
4.1 Procurement of Supplies	Error! Bookmark not defined.		

REQUEST FOR QUOTATION No. PS20130632
SUPPLY AND DELIVERY OF DE-ICING SALT
APPENDIX 2 - SAMPLE SUPPLY AGREEMENT

	Page		Page
ARTICLE 8		12.2 City Suspension and Termination Rights	20 29
8.1 Progress Reports	20	12.3 Supplier Termination Rights	30
8.2 Assistance regarding Reporting Requirements	21	12.4 Consequences of Termination	30
8.3 Other Reports	21	12.5 Other Surviving Rights and Liabilities of Parties	31
ARTICLE 9		PAYMENT; AUDITS	21
9.1 Payment to the Supplier	21	ARTICLE 13.....	
9.2 Purchase Orders; Content of Invoices	22	13.1 Assignment	31
9.3 Procedure for Invoices	23	13.2 Subcontracting	31
9.4 Currency of Payment	23	ARTICLE 14.....	
9.5 Contested Claims for Payment	23	14.1 Assignment	Error! Bookmark not defined.
9.6 Audits	23	14.2 Further Assistance	Error! Bookmark not defined.
9.7 Set Off	24	14.3 Supplier Undertakings and Representations and Warranties	Error! Bookmark not defined.
ARTICLE 10.....		CERTAIN ADDITIONAL OBLIGATIONS OF THE CITY	24
10.1 Scheduled Items	24	14.4 Background Intellectual Property	Error! Bookmark not defined.
10.2 Other Information	24	14.5 Supplier Employees' and Subcontractors' Rights	Error! Bookmark not defined.
10.3 Decisions in Writing	24	14.6 No Additional Remuneration	Error! Bookmark not defined.
10.4 Access to the Site	24	LIABILITY AND INSURANCE	25
ARTICLE 11.....		ARTICLE 15.....	
11.1 Covenants of Indemnification by the Supplier	25	15.1 Freedom of Information and Protection of Privacy Act	32
11.2 Contamination of Lands	26	15.2 No Promotion	32
11.3 Conduct of Claims	26	15.3 Confidentiality Obligations	32
11.4 Insurance	28	15.4 Disclosure to Representatives	32
ARTICLE 12.....		FORCE MAJEURE; TERMINATION	28
12.1 Force Majeure	28	15.5 Disclosures Required by Law	33

REQUEST FOR QUOTATION No. PS20130632
SUPPLY AND DELIVERY OF DE-ICING SALT
APPENDIX 2 - SAMPLE SUPPLY AGREEMENT

	Page		Page
15.6 Other Disclosures by the City	33	18.8 Further Assurances	37
15.7 Interpretation; Enforcement and Survival	33	18.9 Severance	37
ARTICLE 16.....		18.10 Counterparts	37
16.1 Taxes for Own Accounts	33	18.11 Electronic Execution	37
16.2 Withholding Taxes	34	SCHEDULE A - SCOPE OF GOODS AND SERVICES	
ARTICLE 17.....		SCHEDULE B - PRICES FOR SUPPLY	
17.1 Optional Procedure	34	DISPUTE RESOLUTION	34
17.2 Arbitration	34	SCHEDULE C - ITEMS TO BE PROVIDED BY THE CITY	41
ARTICLE 18.....		SCHEDULE D - SPECIFIC DELIVERABLES.....	
18.1 Time of the Essence	35	SCHEDULE E - TIME SCHEDULE FOR SUPPLY.....	35
18.2 Costs	35	SCHEDULE F - PREFERRED SUPPLIERS	
18.3 Benefit of this Agreement	35	SCHEDULE G - PROJECT BUDGET	
18.4 Entire Agreement	35	SCHEDULE H - CITY POLICIES	
18.5 Amendments and Waiver	35	SCHEDULE I - KEY PROJECT PERSONNEL	
18.6 Notices	35	SCHEDULE J - SITE.....	
18.7 Governing Law and Jurisdiction	36	SCHEDULE K - FORM OF LETTER AGREEMENT	

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 Error! Reference source not found.;
- (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"** has the meaning ascribed to such term in Section 5.1(a);
- (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 Party or its Representatives in connection with this Agreement, concerning:
 - (i) this Agreement; or
 - (ii) the affairs, operations, processes, know-how, suppliers, plans or intentions of the disclosing Party or of any member of the disclosing Party's Group,

REQUEST FOR QUOTATION No. PS20130632
SUPPLY AND DELIVERY OF DE-ICING SALT
APPENDIX 2 – SAMPLE SUPPLY AGREEMENT

including, without limitation, any information which is not generally known to the public or which has been specifically identified as confidential or proprietary by the disclosing Party,

but does not include:

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

REQUEST FOR QUOTATION No. PS20130632
SUPPLY AND DELIVERY OF DE-ICING SALT
APPENDIX 2 – SAMPLE SUPPLY AGREEMENT

Supplier or generated collaboratively by the Parties in the course of the provision of the Supply under this Agreement;

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

REQUEST FOR QUOTATION No. PS20130632
SUPPLY AND DELIVERY OF DE-ICING SALT
APPENDIX 2 – SAMPLE SUPPLY AGREEMENT

- (i) in respect of the Supplier, the group constituted from time to time by:
 - (A) the Supplier;
 - (B) all persons that directly or indirectly control or are controlled by the Supplier; and
 - (C) all persons that are directly or indirectly controlled by any person that directly or indirectly controls the Supplier; and
- (ii) in respect of the City, the group constituted from time to time by:
 - (A) the City; and
 - (B) all bodies corporate directly or indirectly controlled by the City.
- (s) **“Hazardous Substance”** means any substance or material that is prohibited, controlled or regulated by any Competent Authority pursuant to any Environmental Law including pollutants, contaminants, dangerous goods or substances, toxic or hazardous substances or materials, wastes (including solid non-hazardous wastes and subject wastes), petroleum and its derivatives and by-products and other hydrocarbons, all as defined in or pursuant to any Environmental Law;
- (t) **“Intellectual Property Rights”** means any and all current and future proprietary rights provided under patent law, copyright law, design patent or industrial design law, or any other applicable statutory provision or common law principle, including trade secret law, that may provide a right in ideas, formulae, algorithms, concepts, inventions, know-how, computer software, database or design, or the expression or use thereof, whether registered or unregistered, together with any right to apply for or register any of the foregoing;
- (u) **“Key Project Personnel”** means the persons named in Schedule I (Key Project Personnel) and any replacement(s) approved by the City in accordance with ARTICLE 7;
- (v) **“Laws”** means all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings, determinations or awards of any Competent Authority whether or not having 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 Law 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) **“Other City Entity”** means each of: the Vancouver Parks Board.
- (y) **“Parties”** means the City and the Supplier and **“Party”** means one of them or either of them, as the context requires;

REQUEST FOR QUOTATION No. PS20130632
SUPPLY AND DELIVERY OF DE-ICING SALT
APPENDIX 2 – SAMPLE SUPPLY AGREEMENT

- (z) "Permitted Purpose" has the meaning ascribed thereto in Section 15.3;
- (aa) "Preferred Supplier" means a person named in Schedule F;
- (bb) "Quotation" means the Supplier's quotation dated < >, submitted by the Supplier to the City in response to the RFQ;
- (cc) "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;
- (dd) "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;
- (ee) "RFQ" means the City's Request for Quotation number PS20130632;
- (ff) "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.
- (gg) "Sales Tax" has the meaning ascribed to such term in Section 16.1;
- (hh) "Site" means each of the City worksites at which any part of the Supply shall be performed.
- (ii) "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;
- (jj) "Supplier's Manager" has the meaning ascribed to such term in Section 5.2(a);
- (kk) "Supply" means the goods, services and works described in Schedule A, which are, at the times and in the quantities directed by the City, to be provided by the Supplier in accordance herewith, and any other services to be provided by the Supplier pursuant to this Agreement;
- (ll) "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;

REQUEST FOR QUOTATION No. PS20130632
SUPPLY AND DELIVERY OF DE-ICING SALT
APPENDIX 2 – SAMPLE SUPPLY AGREEMENT

- (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;
- (mm) “Time(s) for Completion” means the time(s) stated in Schedule E by which the Supply or any part thereof must be completed, as such time(s) may be adjusted, strictly in accordance with this Agreement;
- (nn) “Variation” has the meaning ascribed to such term in Section 3.9(a); and
- (oo) “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;

REQUEST FOR QUOTATION No. PS20130632
SUPPLY AND DELIVERY OF DE-ICING SALT
APPENDIX 2 – SAMPLE SUPPLY AGREEMENT

- (d) each reference to a specific statute, regulation, law or any subordinate instrument or statutory or regulatory provision shall be construed as including any legal or regulatory provision which subsequently amends or replaces the same, and shall include any and all subordinate instruments, orders, rules, regulations and bylaws made thereunder or guidelines issued in respect thereof;
- (e) each reference to a writing means a writing that is hand-written, type-written, printed or electronically made, and which results in a permanent un-editable record; and
- (f) “control” when used to describe a relationship between one person and any other person, has the following meanings:
 - (i) a person controls a body corporate if securities of the body corporate to which are attached more than 50% of the votes that may be cast to elect directors of the body corporate are beneficially owned by the person and the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the body corporate;
 - (ii) a person controls an unincorporated entity, other than a limited partnership, if more than 50% of the ownership interests, however designated, into which the entity is divided are beneficially owned by that person and the person is able to direct the business and affairs of the entity;
 - (iii) the general partner of a limited partnership controls the limited partnership; and
 - (iv) a person who controls an entity is deemed to control any entity that is controlled, or deemed to be controlled, by the entity.

1.4 Schedules

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

Schedule A	Scope of Goods and Services
Schedule B	Prices for Supply
Schedule C	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”).

REQUEST FOR QUOTATION No. PS20130632
SUPPLY AND DELIVERY OF DE-ICING SALT
APPENDIX 2 – SAMPLE SUPPLY AGREEMENT

2.2 Term

Unless earlier terminated pursuant to ARTICLE 12, this Agreement shall terminate on the third anniversary of the Effective Date. or on such later date as the Parties may agree in writing.

**ARTICLE 3
SUPPLY; GENERAL TERMS**

3.1 Supply

- (a) During the term of effectiveness of this Agreement, the Supplier shall 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) 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.
- (c) During the term of effectiveness of this Agreement, the City may also, from time to time, direct the Supplier to make Supply to one more of the Other City Entities at the price(s) specified herein and otherwise on the terms and conditions stated herein, and the Supplier shall comply with each such direction. Moreover, the Supplier shall, upon the further request of the City, promptly enter into a Letter Agreement (or failing that shall be deemed to have entered into a Letter Agreement) with the relevant Other City Entity memorializing that the Supplier shall make Supply to such Other City Entity in accordance herewith.

3.2 Application to Prior Acts

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

3.3 Sufficiency and Competence of Personnel

- (a) The Supplier shall have and maintain at all times and in accordance with all applicable Laws, sufficient numbers of fit, skilled, qualified and experienced personnel to carry out the provision of the Supply within the times and in the manner required by the City.
- (b) The Supplier warrants that it has (and its Subcontractors, if any, have) the experience, competence, certifications, qualifications and capacity necessary for the Supply.
- (c) Insofar as the Supply involves the Supplier in performing design work, such design work shall be carried out by qualified designers who are engineers or other professionals who comply with the criteria stated in Schedule A (Scope of Goods and Services) or, where not so stated, in accordance with Good Industry Practice.

3.4 Design Review

- (i) Intentionally deleted.

REQUEST FOR QUOTATION No. PS20130632
SUPPLY AND DELIVERY OF DE-ICING SALT
APPENDIX 2 – SAMPLE SUPPLY AGREEMENT

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.
- (a) All goods or materials provided under the Agreement as part of the Supply shall be fully warranted by the Supplier for a period of one year, against defects in design, manufacturing, materials, workmanship and performance, and all such goods and materials shall be covered by the Supplier's and the goods' and materials' manufacturers' additional ordinary warranties (in each case, for a minimum of one year) against defects in design, manufacturing, materials, workmanship and performance.
- (b) All goods, works and materials provided under the Agreement as party of the Supply shall be fit for their intended purposes and shall function safely in all respects.
- (c) All costs associated with warranty replacements or repairs shall be the responsibility of the Supplier, including repair, adjustment, and shipping costs, and replacements of goods or materials.
- (d) If requested by the City, the Supplier shall handle and manage any claims on manufacturer warranties for defects in goods or materials provided as part of the Supply and resolve all matters either by repairing or replacing goods or materials at the City's sole discretion.

REQUEST FOR QUOTATION No. PS20130632
SUPPLY AND DELIVERY OF DE-ICING SALT
APPENDIX 2 – SAMPLE SUPPLY AGREEMENT

- (e) The Supplier shall deliver or assign all documentation and offer all required assistance to the City to ensure that the City receives the benefit of any product warranties provided by the suppliers of any goods or materials included in the Supply.

3.8 Relationship Between the Parties

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

3.9 Variations Requested by the City

- (a) Any instruction given by the City which constitutes or gives rise to a change to the scope of the Supply expressed in Schedule A (Scope of Goods and Services) or to 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 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 and the Time(s) for Completion, 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 or the Time(s) for Completion, 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 3.09(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.

REQUEST FOR QUOTATION No. PS20130632
SUPPLY AND DELIVERY OF DE-ICING SALT
APPENDIX 2 – SAMPLE SUPPLY AGREEMENT

- (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, in the Supplier's judgement, 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 and 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 fixture to any part of the Site; and
 - (iii) in the case of a good or material, 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.

REQUEST FOR QUOTATION No. PS20130632
SUPPLY AND DELIVERY OF DE-ICING SALT
APPENDIX 2 – SAMPLE SUPPLY AGREEMENT

- (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.

**ARTICLE 4
PREFERRED SUPPLIERS**

Intentionally deleted.

**ARTICLE 5
CONTRACT MANAGERS**

5.1 City's Managers

- (a) and (each a "City's Manager") each have 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 only 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. However, this restriction does not apply to any instruction issued in an emergency situation or which relates to a threat or potential threat to the life, health or safety of any individual.
- (c) Notwithstanding the foregoing, each City's Manager may, in writing, delegate his or her authority hereunder to others, upon the written agreement of the Supplier.

5.2 Supplier's Managers

- (a) and (each a "Supplier's Manager") each have 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 (through an executive officer or City's Manager) to either of them shall be deemed to be valid and effective, if given as stated in Section 5.1(b).
- (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 written notice to the other Party.

REQUEST FOR QUOTATION No. PS20130632
SUPPLY AND DELIVERY OF DE-ICING SALT
APPENDIX 2 – SAMPLE SUPPLY AGREEMENT
ARTICLE 6
SUPPLIERS' WARRANTIES AND COVENANTS

6.1 General Representations and Warranties

The Supplier represents and warrants that:

- (a) the Supplier has the full right, power, and authority to enter into this Agreement and to perform the Supply;
- (b) the Supplier is a company duly organized, validly existing and in good standing under the laws of Canada and is lawfully authorized to do business in the Province of British Columbia;
- (c) the Supplier is not a party to or bound by any agreement (written or oral), indenture, instrument, licence, permit or understanding or other obligation or restriction under the terms of which the execution, delivery or performance of this Agreement does or shall constitute or result in a violation or breach;
- (d) the Supplier has a valid City of Vancouver business license;
- (e) all statements made by the Supplier in its Proposal are true and accurate;
- (f) the Supplier is fully experienced in the design and management of projects or works of a similar scope, purpose, complexity, size and technical sophistication as the Supply;
- (g) the Supplier possesses a level of skill and expertise commensurate with Good Industry Practice, which it shall utilize in the performance of its obligations under this Agreement;
- (h) the Supplier understands that the City is relying upon the skill, judgment and expertise of the Supplier and its Subcontractors (if any) in the carrying out of the Supply and the co-ordination and planning thereof;
- (i) the Supplier's and any Subcontractors' employees are accredited to carry out the relevant portions of the Supply to the extent required by applicable Laws and all of them are appropriately skilled, competent and experienced and possess relevant qualifications having regard to the nature and extent of the Supply and the Site;

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 the 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;

REQUEST FOR QUOTATION No. PS20130632
SUPPLY AND DELIVERY OF DE-ICING SALT
APPENDIX 2 – SAMPLE SUPPLY AGREEMENT

- (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 any accident, injury, illness or other incident relating to workplace health and safety or the environment to the City as soon as reasonably practicable, and provide the City with such assistance as is reasonably necessary (including providing access to relevant documents and to the Supplier's and Subcontractors' employees) in investigating such incident;
- (g) send to the City details of any workplace accident, injury or illness as soon as practicable after its occurrence, and 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
- (h) to the extent a "prime contractor", as defined in the WCA, is not already designated by the City for any portion of the Site, the Supplier acknowledges and agrees that it is the prime contractor and assumes and is wholly responsible for the health and safety of all persons at such locations on the basis described in the WCA.

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 first and subsequently to the applicable Competent Authorities;
- (c) promptly take all reasonable, commercial 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:

REQUEST FOR QUOTATION No. PS20130632
SUPPLY AND DELIVERY OF DE-ICING SALT
APPENDIX 2 – SAMPLE SUPPLY AGREEMENT

- (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 Site;
 - (ii) conduct, and cause its Representatives to conduct, their respective activities that relate to the Supply in a manner that shall have the least possible adverse effect on the natural environment and in compliance with all Environmental Laws and Consents, all at the Supplier's expense;
 - (iii) perform the Supply with the least degree of environmental degradation during and as a result of such performance; and
 - (iv) without restricting the generality or application of any other provisions of this Agreement, comply, and cause its Representatives to comply, with all applicable Laws and Consents and with all plans and instructions contained in this Agreement or issued in writing by the City concerning the existence, Release, removal, handling, transport, storage, disposal and treatment of any Hazardous Substances or other materials that are or may be hazardous to the life or health of any person or that endanger the environment or that are regulated by applicable Law.
- (b) During the term of this Agreement, the Supplier shall not bring or store or permit to be used at the 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 the 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 Site 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 the Site, or in the vicinity of the Site.

6.5 Further Covenants Regarding the Site

The Supplier shall:

- (a) at its sole cost, keep any portion of the 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;
- (b) not do anything at the 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; and
- (c) not to do anything at the 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 the Site, 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

REQUEST FOR QUOTATION No. PS20130632
SUPPLY AND DELIVERY OF DE-ICING SALT
APPENDIX 2 – SAMPLE SUPPLY AGREEMENT

thereon, 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 shall fail to discharge any Encumbrance contemplated in Section 6.6(a) within 60 days of written notice of such Encumbrance being given by the City, in addition to any other right or remedy, the City may, but shall not be obligated to, discharge the Encumbrance by paying to the applicable Competent Authority, the amount claimed to be due or the amount due, together with a reasonable amount for costs and the amount paid by the City shall be paid by the Supplier to the City forthwith upon demand. In no case shall the City be required to investigate the validity of the Encumbrance prior to discharging the same in accordance with this Section 6.6(b).

6.7 Absence of Conflicts of Interest

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

**ARTICLE 7
PERSONNEL**

Intentionally deleted.

**ARTICLE 8
REPORTING**

8.1 Progress Reports

- (a) Quarterly progress reports shall be prepared by the Supplier and submitted to the City in a format reasonably acceptable to the City.
- (b) Each such progress report shall include (as a minimum):
 - (i) charts and detailed descriptions of progress in preparing Documentation and in otherwise delivering the Supply;
 - (ii) copies of any quality assurance documents;

REQUEST FOR QUOTATION No. PS20130632
SUPPLY AND DELIVERY OF DE-ICING SALT
APPENDIX 2 – SAMPLE SUPPLY AGREEMENT

- (iii) disclosure 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.
- (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.

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, 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.
- (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

REQUEST FOR QUOTATION No. PS20130632
SUPPLY AND DELIVERY OF DE-ICING SALT
APPENDIX 2 – SAMPLE SUPPLY AGREEMENT

- (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.
- (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 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 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 number of the purchase order of the City relating to the Supply or the portion of the Supply to which the invoice relates;
 - (ii) an itemized list of the amounts owing;
 - (iii) the time period to which the invoice relates;
 - (iv) a description of the portion of the Supply to which the invoice relates;
 - (v) the total amounts payable under the invoice;

REQUEST FOR QUOTATION No. PS20130632
SUPPLY AND DELIVERY OF DE-ICING SALT
APPENDIX 2 – SAMPLE SUPPLY AGREEMENT

(vi) all supporting documentation relating to disbursements; and

(vii) such other information as the City may require from time to time,

and shall be delivered to the address stated in, and as otherwise specified in, the City purchase order relating to the Supply or the portion of the Supply to which the invoice relates.

- (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 submit each of its invoices to the City, Attention: Accounts Payable, P.O. Box 7757, 349 West Georgia Street, Vancouver, BC, V6B 0L5 or by email to APCentral@vancouver.ca, or to such other address as is specified in 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.

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 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 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

REQUEST FOR QUOTATION No. PS20130632
SUPPLY AND DELIVERY OF DE-ICING SALT
APPENDIX 2 – SAMPLE SUPPLY AGREEMENT

or other documents provided by the Supplier in accordance with this Section 9.6(b) shall be provided only subject to the accountants, surveyors or other auditors, and each of them, being subject to and agreeing to meet such of the Supplier's reasonable requirements as to confidentiality as the Supplier deems (at its sole discretion) to be appropriate in the circumstances; and

- (c) Any overpayments by the City discovered during the course of any such audit pursuant to Section 9.6(b) shall be payable by the Supplier to the City within 30 days of such discovery, and if the overpayments have been caused by an act or omission of the Supplier and the amount of those overpayments is no less than one quarter of the total amount paid by the City to the Supplier in respect of the Supply, then the costs of the relevant audit shall be for the account of the Supplier.

9.7 Set Off

Notwithstanding any provision to the contrary in this Agreement and without prejudice to any other remedy which the City may have (whether in common law or equity), the City shall be entitled to deduct from and set off against any sum(s) otherwise due to the Supplier hereunder any sums which are due from the Supplier to the City or which the Supplier is liable to pay to the City under this Agreement or in connection herewith (including without limitation any monies overpaid to the Supplier under this Agreement or otherwise due and payable to the City by reason of any error in payment under this Agreement).

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

10.1 Scheduled Items

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

10.2 Other Information

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

10.3 Decisions in Writing

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

10.4 Access to the Site

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

REQUEST FOR QUOTATION No. PS20130632
SUPPLY AND DELIVERY OF DE-ICING SALT
APPENDIX 2 – SAMPLE SUPPLY 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 the Site or any part thereof, or any property whether located at the Site or otherwise, which occurs during the provision of the Supply;
- (B) 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 the Site or otherwise, which occurs during, or as a result of, the provision of the Supply;
- (F) failure by the Supplier to fully comply with the provisions of this Agreement;
- (G) breach by the Supplier or any Subcontractor of any Law in the course of, or as a result of, the provision of the Supply;
- (H) actual or alleged infringement of any Intellectual Property Rights caused by the provision of the Supply or the use of any process, work, material, matter, thing or method used or supplied by the Supplier or any Subcontractor in the provision of the Supply; or
- (I) breach of the warranties of the Supplier contained herein,

in each case to the extent that it is due to any act, omission or default, or any breach of Law or this Agreement, of the Supplier, a Subcontractor or any Representative of the Supplier or any employee, agent or contractor of any of them; or

(ii) any defect in a good, work or material provided as part of the Supply or any failure of any such good, work or material to function safely or to satisfy any applicable safety standard.

REQUEST FOR QUOTATION No. PS20130632
SUPPLY AND DELIVERY OF DE-ICING SALT
APPENDIX 2 – SAMPLE SUPPLY AGREEMENT

- (b) Nothing in this Section 11.1 nor otherwise in this Agreement shall limit or exclude any direct liability (whether in contract, tort, for breach of statutory duty or any other legal basis) of the Supplier to any person, including without limitation any liability for:
 - (i) the Supplier's default hereunder or fraud, fraudulent misrepresentation or reckless misconduct in the provision of the Supply; or
 - (ii) any loss or damage flowing from the termination of this Agreement.
- (c) The Supplier appoints the City as the trustee of the Other City Entities and of their and the City's officials, officers, employees and agents in relation to the covenants of indemnification of the Supplier contained in this Section 11.1 and the City accepts such appointment.

11.2 Contamination of Lands

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

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

11.3 Conduct of Claims

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

- (a) subject to Sections 11.3(b), 11.3(c) and 11.3(d), where it appears that a person is or may be entitled to indemnification from the Supplier in respect of all (but not part only) of the liability arising out of a claim, such person entitled to indemnification may at its sole election and subject to:
 - (i) approval by any relevant insurers (without prejudice to Section 11.03(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;

REQUEST FOR QUOTATION No. PS20130632
SUPPLY AND DELIVERY OF DE-ICING SALT
APPENDIX 2 – SAMPLE SUPPLY AGREEMENT

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, 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

REQUEST FOR QUOTATION No. PS20130632
SUPPLY AND DELIVERY OF DE-ICING SALT
APPENDIX 2 – SAMPLE SUPPLY AGREEMENT

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) In addition to those mandatory insurance policies that the Supplier is required to carry by any applicable Laws, the Supplier shall take out and maintain in force, with a reputable insurance company, during the term of this Agreement and for a period of five years afterwards, commercial general liability insurance with coverage of not less than \$2 million per occurrence and at least \$2 million of annual aggregate coverage endorsing the City as an additional insured on a primary and non-contributory basis and providing a waiver of subrogation in favour of the City.
- (b) The Supplier shall ensure that any Subcontractors also maintain the same insurance as the Supplier, having regard to the obligations under this Agreement which they are contracted to fulfil.
- (c) The Supplier's liabilities under this agreement shall not be deemed to be released or limited by the Supplier taking out the insurance policies referred to in Section 11.4(a).
- (d) The cost of the insurances arising under this Section 11.4 shall be deemed to be incorporated into the prices specified in Schedule B.
- (e) As a condition precedent to any payment from the City to the Supplier under this Agreement, and as and when reasonably requested by the City, the Supplier shall provide documentary evidence (to the reasonable satisfaction of the City, including by completing the City's standard reporting documents used for this purpose) that the insurances required by this Section 11.4 have been taken out and are being maintained.

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:

REQUEST FOR QUOTATION No. PS20130632
SUPPLY AND DELIVERY OF DE-ICING SALT
APPENDIX 2 – SAMPLE SUPPLY AGREEMENT

- (i) it shall give written notice to the other Party, specifying the nature and extent of the event of Force Majeure, within ten days after becoming aware of the event of Force Majeure;
 - (ii) performance of such obligation(s) shall be deemed suspended but only for a period equal to the delay reasonably caused by such event;
 - (iii) it shall not be entitled to payment from the other Party in respect of extra costs and expenses incurred by virtue of the event of Force Majeure;
 - (iv) the Time(s) for Completion shall be extended to take into account such delay; and
 - (v) within five days of the cessation of any Force Majeure event, the Party affected thereby shall submit a written notice to the other Party, specifying the actual duration of the delay of its obligations caused by the event of Force Majeure and the consequences resulting from such delay, and submit a specific plan to minimize and mitigate those consequences.
- (c) The affected Party shall use all reasonable diligence in accordance with Good Industry Practice to mitigate the cause and the result of an event of Force Majeure and to remedy the situation and resume its obligations under this Agreement, including complying with any instructions from the City, as to how to do so.
- (d) Notwithstanding the obligations of a Party affected by an event of Force Majeure pursuant to Sections 12.1(b) and 12.1(c), if the event of Force Majeure renders it impossible or impractical for the Supplier to provide the Supply in accordance with this Agreement for a period of at least 5 days, the City may terminate this Agreement upon notice delivered to the Supplier at any time following the expiration of such period of 5 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 30 days' written notice to the Supplier, which shall immediately upon receipt of such notice take all reasonable steps to wind down the performance of the Supply and to minimise expenditure, including complying with any instructions from the City as to how to do so.
- (c) If the City reasonably considers that the Supplier is not discharging any of its material obligations under this Agreement, the City may inform the Supplier by notice stating the grounds for the notice. If evidence of remediation satisfactory to the City, is not

REQUEST FOR QUOTATION No. PS20130632
SUPPLY AND DELIVERY OF DE-ICING SALT
APPENDIX 2 – SAMPLE SUPPLY AGREEMENT

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 30 days terminate this Agreement.

- (d) The City may terminate this Agreement with immediate effect if:
- (i) the Supplier becomes bankrupt or insolvent, goes into liquidation, has a receiver or administrator appointed over it or any of its assets of undertaking, enters into any arrangement for the benefit of its creditors, becomes the subject of any moratorium or carries on business under a receiver, trustee, manager or arrangement for the benefit of its creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events; or
 - (ii) a Change in Control of the Supplier occurs and the City reasonably considers that the Change in Control shall substantively affect the Supplier's ability to perform its obligations under this Agreement.

12.3 Supplier Termination Rights

After giving at least 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;

REQUEST FOR QUOTATION No. PS20130632
SUPPLY AND DELIVERY OF DE-ICING SALT
APPENDIX 2 – SAMPLE SUPPLY AGREEMENT

- (iii) return all of the City's Site access cards, equipment and other items provided under this Agreement, failing which, the City may enter the relevant premises and take possession thereof, and, until any such access cards, equipment and other items have been returned or repossessed, the Supplier shall be solely responsible for its or their safe-keeping;
 - (iv) if so requested by the City, take reasonable steps to assign any Subcontractor contracts to the City and do all things and execute all documents necessary to give effect thereto; and
 - (v) otherwise comply with all reasonable requirements of the City arising from the cessation of the Supply or the continuing development of the Site.
- (b) The Supplier shall be entitled to be paid its reasonable properly incurred costs of compliance with 12.04(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 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.

REQUEST FOR QUOTATION No. PS20130632
SUPPLY AND DELIVERY OF DE-ICING SALT
APPENDIX 2 – SAMPLE SUPPLY AGREEMENT

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

**ARTICLE 14
INTELLECTUAL PROPERTY**

Intentionally deleted.

**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.

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

REQUEST FOR QUOTATION No. PS20130632
SUPPLY AND DELIVERY OF DE-ICING SALT
APPENDIX 2 – SAMPLE SUPPLY AGREEMENT

such Representatives of the confidential nature of the Confidential Information prior to disclosure, and at all times it is responsible for such Representatives' compliance with the confidentiality obligations set out in this ARTICLE 15.

15.5 Disclosures Required by Law

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

15.6 Other Disclosures by the City

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

15.7 Interpretation; Enforcement and Survival

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

ARTICLE 16 TAXES

16.1 Taxes for Own Accounts

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

REQUEST FOR QUOTATION No. PS20130632
SUPPLY AND DELIVERY OF DE-ICING SALT
APPENDIX 2 – SAMPLE SUPPLY AGREEMENT

16.2 Withholding Taxes

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

**ARTICLE 17
DISPUTE RESOLUTION**

17.1 Optional Procedure

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

17.2 Arbitration

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

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

REQUEST FOR QUOTATION No. PS20130632
SUPPLY AND DELIVERY OF DE-ICING SALT
APPENDIX 2 – SAMPLE SUPPLY AGREEMENT
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 communication to be given to a Party in connection with this Agreement must be given in writing and must be given by personal delivery to a City's Manager or a Supplier's Managers, as applicable, or delivered by registered mail, by courier or by electronic transmission (with delivery confirmation), addressed to a City's Manager or a Supplier's Manager, as the case may be, or, in each case to such other individual as is designated in writing by the relevant recipient Party. If given by registered mail, courier or electronic transmission, any such demand, notice or other communication must be given at the relevant address or facsimile number listed below:

REQUEST FOR QUOTATION No. PS20130632
SUPPLY AND DELIVERY OF DE-ICING SALT
APPENDIX 2 – SAMPLE SUPPLY AGREEMENT

- (i) if to the Supplier:

<☒ Supplier Name>
<☒ address>

Attention: <☒>

Facsimile: <☒>

- (ii) if to the City:

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

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

- (b) Any order, demand, notice or other communication shall be conclusively deemed to have been given:

- (i) if given by personal delivery, on the day of actual delivery thereof;
- (ii) if given by registered mail, on the tenth Business Day following the deposit thereof in the mail;
- (iii) if given by courier, on the Business Day following confirmation by the courier that the notice has been delivered; and
- (iv) if given by electronic transmission, on the day of transmittal thereof if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day.

Notwithstanding the foregoing, if the Party giving any demand, notice or other communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such demand, notice or other communication must not be mailed but must be given by personal delivery, courier or electronic transmission.

18.7 Governing Law and Jurisdiction

- (a) This Agreement is governed by and must be construed in accordance with the laws of the Province of British Columbia.
- (b) All provisions of the *International Sale of Goods Act* (British Columbia) are specifically excluded from application to this Agreement.
- (c) This Agreement is subject to the exclusive jurisdiction of the courts in the Province of British Columbia except:

REQUEST FOR QUOTATION No. PS20130632
SUPPLY AND DELIVERY OF DE-ICING SALT
APPENDIX 2 – SAMPLE SUPPLY AGREEMENT

- (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.

18.11 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

REQUEST FOR QUOTATION No. PS20130632
SUPPLY AND DELIVERY OF DE-ICING SALT
APPENDIX 2 – SAMPLE SUPPLY AGREEMENT

Signature

Print Name and Title

Signature

Print Name and Title

SAMPLE

SCHEDULE A -
SCOPE OF GOODS AND SERVICES

To be inserted upon contract award.

SAMPLE

SCHEDULE B -
PRICES FOR SUPPLY

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.

Pricing schedule to be inserted upon contract award.

SCHEDULE C -
ITEMS TO BE PROVIDED BY THE CITY

To be inserted upon contract award.

SCHEDULE D -
SPECIFIC DELIVERABLES

To be inserted upon contract award.

SCHEDULE E -
TIME SCHEDULE FOR SUPPLY

To be inserted upon contract award.

SAMPLE

SCHEDULE F -
PREFERRED SUPPLIERS

To be inserted upon contract award.

SAMPLE

SCHEDULE G -
PROJECT BUDGET

To be inserted upon contract award.

SAMPLE

SCHEDULE H -
CITY POLICIES

1. The City's Supplier Code of Conduct referred to on Appendix 4 of the RFQ.

SCHEDULE I -
KEY PROJECT PERSONNEL

To be inserted upon contract award.

SAMPLE

SCHEDULE J -
SITE

To be inserted upon contract award.

SAMPLE

REQUEST FOR QUOTATION No. PS20130632
SUPPLY AND DELIVERY OF DE-ICING SALT
APPENDIX 3 - CERTIFICATE OF EXISTING INSURANCE

Appendix 3



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

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

1. **THIS CERTIFICATE IS ISSUED TO:** City of Vancouver, 453 W 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

PS201300728 SUPPLY AND DELIVERY OF DE-ICING SALT

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:
✓ Personal Injury INSURER _____
✓ Property Damage including Loss of Use POLICY NUMBER _____
✓ Products and Completed Operations POLICY PERIOD From _____ to _____
✓ Cross Liability or Severability of Interest **Limits of Liability (Bodily Injury and Property Damage Inclusive) -**
✓ Employees as Additional Insureds Per Occurrence \$ _____
✓ Blanket Contractual Liability Aggregate \$ _____
✓ Non-Owned Auto Liability All Risk Tenants' Legal Liability \$ _____
Deductible Per Occurrence \$ _____
5. **AUTOMOBILE LIABILITY INSURANCE** for operation of owned and/or leased vehicles
INSURER _____ **Limits of Liability -**
POLICY NUMBER _____ Combined Single Limit \$ _____
POLICY PERIOD From _____ to _____ *If vehicles are insured by ICBC, complete and provide Form APV-47.*
6. ☐ **UMBRELLA OR** ☐ **EXCESS LIABILITY INSURANCE** **Limits of Liability (Bodily Injury and Property Damage Inclusive) -**
INSURER _____ Per Occurrence \$ _____
POLICY NUMBER _____ Aggregate \$ _____
POLICY PERIOD From _____ to _____ Self-Insured Retention \$ _____
7. **PROFESSIONAL LIABILITY INSURANCE** **Limits of Liability**
INSURER _____ Per Occurrence/Claim \$ _____
POLICY NUMBER _____ Aggregate \$ _____
POLICY PERIOD From _____ to _____ 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

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

Dated _____

Purpose: All suppliers are to complete and submit this form with proposals to demonstrate compliance with the Supplier Code of Conduct.

The City of Vancouver expects each supplier of goods and services to the City to comply with the City's Supplier Code of Conduct (SCC) <http://vancouver.ca/policy_pdf/AF01401P1.pdf>. The SCC defines minimum social standards for City suppliers and their subcontractors based on the International Labour Organization (ILO) core labour conventions and compliance with national and other applicable law of the country of manufacture of products including those laws relating to labour, worker health and safety, and the environment.

Proponents/vendors must comply with these standards upon submitting a proposal 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 proponents/vendors must come into compliance with the SCC. To give effect to this requirement, an authorised signatory of the undersigned proponent/vendor must complete the following declaration and include this declaration with their submission/quotation:

"As an authorised signatory of <insert proponent/vendor name>, I declare that to the best of my knowledge, <insert proponent/vendor name> and our sub-contractors have not been and are not currently in violation of the SCC or convicted of an offence under national and other applicable laws of the country of manufacture, 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 ILO convention/national law or other	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 disqualification of <insert proponent/vendor name>'s submission/quotation."

Corporate Name of Applicant

Name and Title of Authorised Signatory	Signature
--	-----------

Date

CONFLICT OF INTEREST DECLARATION

1 NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING

1.1 Declaration as to no Conflict of Interest in Bid Process

The Bidder confirms and warrants that there is no officer, director, shareholder, partner or employee of the Bidder or of any of its proposed subcontractors, or any other person related to the Bidder'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:

- (a) an elected official or employee of the City; or
- (b) related to or has any business or family relationship with any 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 Bid document 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 Submission.

1.2 Declaration as to No Conflict of Interest Respecting Proposed Supply

The Bidder confirms and warrants that neither the Bidder 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 Bid would create a conflict of interest or the appearance of a conflict of interest between the Bidder's duties to the City and the Bidder'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 Submission.

1.3 Declaration as to No Collusion

The Bidder confirms and warrants that:

- (a) the Bidder has no affiliation, whether legal or financial, with any other entity which is in the business of providing the same type of goods or services which are the subject of the Bid; and
- (b) the Bidder is not competing within the bid process with any entity with which it is legally or financially associated or affiliated,

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

1.4 Declaration as to Lobbying

The Bidder confirms and warrants that:

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

in each case as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Submission.

APPENDIX 4 - CONFLICT OF INTEREST AND VENDOR LEADERSHIP SUSTAINABILITY QUESTIONNAIRE

All of the terms of this Declaration to this Bid Form which by their nature require performance or fulfillment following the conclusion of the Bid process will survive the conclusion of such process and will remain legally enforceable by and against the Bidder and the City.

The Bidder consents to the City contacting any references named by the Bidder in the Submission.

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

Signature of Authorized Signatory for the Bidder

Date

Name and Title

Signature of Authorized Signatory for the Bidder

Date

APPENDIX 4 - CONFLICT OF INTEREST AND VENDOR LEADERSHIP SUSTAINABILITY QUESTIONNAIRE

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

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

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

Section 1: Fair Workplace Practices

1. Does your company know the locations of 100% of the facilities that produce your products?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2. Does your company have a documented Supplier Code of Conduct or policy that sets internationally recognized minimum labour standards that you expect your suppliers to meet when manufacturing your products?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3. Tell us how your company verifies compliance to the standards in the Supplier Code of Conduct and/or Purchasing Policy.		
a) We conduct third party audits of factories we work with	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We conduct internal audits of our supply chain and work with our supply base to resolve issues	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c) We publicly disclose the names and locations of our factories	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d) We rely on a complaint-based system to identify supplier non-compliance	<input type="checkbox"/> Yes	<input type="checkbox"/> No

APPENDIX 4 - CONFLICT OF INTEREST AND VENDOR LEADERSHIP SUSTAINABILITY QUESTIONNAIRE

4. Tell us which memberships you hold with organizations that work to promote fair and reasonable employment conditions for workers.

a) We are a member of Fair Labour Association or Social Accountability International or Worker's Rights Consortium	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We are a member of Fair Factories Clearinghouse or Sedex	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c) We are a member of another organization that promotes fair and reasonable employment conditions	Please specify _____	

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

5. Tell us how your company works to promote workplace health and safety.

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

APPENDIX 4 - CONFLICT OF INTEREST AND VENDOR LEADERSHIP SUSTAINABILITY QUESTIONNAIRE

6. Tell us how you ensure fair wages and employee benefits

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

7. Tell us about your strategy to address diversity in your workplace.

a) We have a policy or strategy to support hiring a diverse workforce	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We have a policy or strategy to purchase from diverse contractors / suppliers	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c) We participate in work/employment training programs for vulnerable/diverse populations (e.g. Social purchasing portal)	<input type="checkbox"/> Yes Please specify	<input type="checkbox"/> No

Section 3: Environmental Management & Stewardship

8. Tell us what policies and programs your company has in place to manage its environmental impact.

a) We have a documented Environmental or Sustainability Policy	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We have an environmental management system registered to ISO 14001	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c) We have a system registered, certified or recognized by another standard (e.g. EMAS)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Please specify _____		
d) We have a non-registered audited environmental management system	<input type="checkbox"/> Yes	<input type="checkbox"/> No
e) We conduct compliance audits to health, safety and environmental legislation	<input type="checkbox"/> Yes	<input type="checkbox"/> No
f) We produce a publicly available annual environmental, CSR, sustainability or accountability report	<input type="checkbox"/> Yes	<input type="checkbox"/> No

9. Tell us how your company works to reduce its greenhouse gas (GHG) emissions.

APPENDIX 4 - CONFLICT OF INTEREST AND VENDOR LEADERSHIP SUSTAINABILITY QUESTIONNAIRE

a) We measure our GHG emissions and have developed a reduction strategy	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We publicly report our GHG emissions	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c) We have set publicly available GHG reduction targets	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d) We have set a target for the use of renewable or alternative forms of energy and have developed a strategy to reach this target	<input type="checkbox"/> Yes	<input type="checkbox"/> No
e) We have retrofitted our facilities, our fleet and/or made process improvements to decrease GHG emissions and energy use.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
f) We have an alternative transportation program for employees (e.g. public transit subsidy, cycling facilities, carpooling program)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
g) We purchase from shipping/delivery companies that have taken steps to reduce their GHG emissions.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
h) We operate in third party verified green buildings and have developed a plan to meet third party verified standards (such as LEED, BREEAM, etc) in as many of our facilities as possible.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Please specify the verification system :

10. Tell us 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	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) We have set publicly available waste reduction targets	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c) We have an office recycling program that includes office paper, beverage containers, batteries and printer cartridges	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d) We have other recycling programs in our operations	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Please specify additional materials recycled:

11. Tell us how your company works to reduce the use and properly manage hazardous substances

APPENDIX 4 - CONFLICT OF INTEREST AND VENDOR LEADERSHIP SUSTAINABILITY QUESTIONNAIRE

a) We are not in violation with any local, national or international laws related to the use of toxins and management of hazardous substances	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d) We have a Toxic Reduction Strategy/Policy that aims to reduce toxins across all operations	<input type="checkbox"/> Yes	<input type="checkbox"/> No
e) We measure the implementation of our Toxic Reduction Strategy/Policy against a pre-determined set of performance metrics and verify performance with a third-party	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Back-up Documentation to Verify Responses

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

<i>Section</i>	<i>Question</i>	<i>Back-up Documentation</i>
Section 1 Fair Workplace Practices	Question 1	<ul style="list-style-type: none"> Location details of factory locations
	Question 2	<ul style="list-style-type: none"> A copy of Supplier Code of Conduct or policy
	Question 3	<ul style="list-style-type: none"> A copy of third-party audit reports A list of publicly disclosed factories
	Question 4	<ul style="list-style-type: none"> Proof of membership
Section 2 Workplace Health and Safety	Question 5	<ul style="list-style-type: none"> A copy of policy Proof of safety management system certification
	Question 6	<ul style="list-style-type: none"> Documentation of employee benefit packages and a list of those who receive benefits
	Question 7	<ul style="list-style-type: none"> A copy of policies
Section 3 Environmental Management and Stewardship	Question 8	<ul style="list-style-type: none"> A copy of policy Proof of environmental management system certification A copy of public report
	Question 9	<ul style="list-style-type: none"> Copy of public report A copy of reduction targets and related results Proof of LEED, BEEAMA, etc. certification
	Question 10	<ul style="list-style-type: none"> Total tonnes of solid waste generated A copy of reduction targets

APPENDIX 4 - CONFLICT OF INTEREST AND VENDOR LEADERSHIP SUSTAINABILITY QUESTIONNAIRE

	Question 11	<ul style="list-style-type: none">• Copy of strategy/policy• A copy of reduction targets and related results• Copy of third-party audit/verification
--	-------------	--