



REQUEST FOR QUOTATIONS NO. PS20140351 (the "RFQ") IN RESPECT OF
ELECTRICAL CONTRACTOR SERVICES

Quotations are to be addressed to the Purchasing Services Office, City of Vancouver, 453 West 12th Avenue, Vancouver, British Columbia, Canada, V5Y 1V4, and should be received prior to 3:00 p.m., Vancouver Time (as defined in Note 4 below), on June 3, 2014 (the "Closing Time").

QUOTATIONS WILL NOT BE PUBLICLY OPENED

NOTES:

1. Quotations may be sent to the address specified above by mail, or they may be delivered by couriers or otherwise in person at the Main Floor Rotunda Information Desk at the address specified above, in each case prior to the Closing Time.
2. Quotations may also be sent via email to the email address listed below.
3. Quotations must be marked with the vendor's name and the RFQ title and number.
4. "Vancouver Time" will be conclusively deemed to be the time shown on the computer clock at the Main Floor Rotunda Information Desk at Vancouver City Hall.
5. The City of Vancouver is open on business days from 8:30 a.m. to 4:30 p.m., Vancouver Time, and is closed Saturdays, Sundays, and holidays.
6. DO NOT SUBMIT QUOTATIONS BY FACSIMILE.
7. All queries related to this RFQ should be submitted in writing to the attention of:

Gamaliel Martinez
Contracting Specialist
Facsimile: 604-873-7057
Email: gamaliel.martinez@vancouver.ca

REQUEST FOR QUOTATIONS No. PS20140351
ELECTRICAL CONTRACTOR SERVICES
TABLE OF CONTENTS

INSTRUCTIONS TO VENDORS	Pages 1 - 6
1.0 Introduction and Overview	
2.0 Key Dates	
3.0 Information Meeting	
4.0 Changes to RFQ and Inquiries	
5.0 Pricing	
6.0 Quantities	
7.0 Terms of Payment	
8.0 Alternate Goods/Deviations	
9.0 Process	
10.0 Evaluation Criteria	
11.0 Freedom of Information and Protection of Privacy	
12.0 No Promotion of Relationship	
13.0 No Claims Against the City	
14.0 Conflicts/Collusion/Lobbying	
QUOTATION FORM AND SCHEDULE OF PRICES	Pages QF1 - QF9
APPENDIX 1 - DETAILED REQUIREMENTS	
APPENDIX 2 - EQUIPMENT AND SITE LIST	
APPENDIX 3 - FORM OF AGREEMENT	
APPENDIX 4 - INFORMATION MEETING ATTENDANCE FORM	
APPENDIX 5 - CERTIFICATE OF EXISTING INSURANCE	
APPENDIX 6 - GENERAL CERTIFICATE OF INSURANCE	

REQUEST FOR QUOTATIONS No. PS20140351
ELECTRICAL CONTRACTOR SERVICES
INSTRUCTIONS TO VENDORS

1.0 INTRODUCTION AND OVERVIEW

1.1 The City of Vancouver (the "City") is, through this RFQ, seeking statements of qualifications and experience and price quotations (together, "Quotations") in order to afford the City the opportunity to evaluate vendors' qualifications, experience and pricing, and with the intent of permitting the City to select certain vendors, who offer the best overall value to the City, to be potentially called upon to do future work, or to bid on future work ("Pre-Qualified Vendors"). In particular, the City's current expectation is that it may seek to enter into standing-offer agreements with approximately three Pre-Qualified Vendors, each in the form attached as Appendix 3, under which these vendors might be called upon from time to time by the City to:

- (a) perform regular inspection and maintenance;
- (b) provide on-call and emergency services; and
- (c) provide supply and installation services

(all as described in more detail in Appendix 1 and Appendix 2)

The City anticipates that the Pre-Qualified Vendors with whom it enters into standing-offer agreements, if any, should be ranked by the City (in terms of the overall value they offer to the City, as determined by the City in its discretion). The top-ranked vendor would be called upon first for work, and the others would be available as back-ups.

1.2 In addition, Pre-Qualified Vendors, if any, including those with whom the City has entered into standing offer agreements, if any, as well as other Pre-Qualified Vendors, if any, may be invited to submit bids or quotations in response to requests for quotations, requests for proposals, or invitations to tender for future electrical work, which such solicitations would be open only to Pre-Qualified Vendors. Thus, vendors interested in potentially being invited to participate in future such processes should submit Quotations in response to this RFQ.

1.3 The term of any agreement, should any be entered into between the City and a Pre-Qualified Vendor, is expected to be a three-year period, with two possible one-year extensions, for a maximum term of five years. The term during which any list of Pre-Qualified Vendors would be maintained would in addition be no more than five years. Before or at the expiry of such period, the City might issue a new request for proposals similar in form, or having similar objectives, to the present RFQ.

1.4 Vendors should carefully review Appendix 1 - Detailed Requirements and Appendix 2 - Equipment and Site List for a detailed description of the City's possible requirements. Actual duties and requirements may vary and will be as established in a final standing-offer agreement, if any, or in any agreement in respect of particular work entered into with a successful Pre-Qualified Vendor as a result of future solicitation process. In the event of any conflict or inconsistency between the text of this RFQ (excluding its appendices) and the appendices to this RFQ, the text of this RFQ (excluding its appendices) will be given precedence.

1.5 **THIS IS NOT AN INVITATION TO TENDER. VENDORS ARE NOT REQUIRED TO SUBMIT IRREVOCABLE OFFERS.**

1.6 Vendors should also carefully review the City's form of agreement attached hereto as Appendix 3 - Form of Agreement. If a vendor's Quotation is inconsistent with any part of the Form of Agreement, the vendor must so state in its Quotation and must propose alternative contract language as part of its Quotation.

REQUEST FOR QUOTATIONS No. PS20140351
ELECTRICAL CONTRACTOR SERVICES
INSTRUCTIONS TO VENDORS

2.0 KEY DATES

2.1 Vendors should note the following key dates:

Event	Time and Date
Deadline to Submit Information Meeting Attendance Form (Appendix 4)	2:00 p.m., May 14, 2014
Information Meeting	10:00 a.m., May 15, 2014
Deadline for Enquiries	3:00 p.m., May 27, 2014
Closing Time	3:00 p.m., June 3, 2014

2.2 All references to time in the RFQ are references to Vancouver Time, as defined above.

3.0 INFORMATION MEETING

3.1 An information meeting (the “**Information Meeting**”) will be held to enable vendors to seek clarification with respect to any aspect of the RFQ in a group forum. The details are as follows:

Date: as specified in Section 2.1 above.

Time: as specified in Section 2.1 above.

Location: Evans Yard, 955 Evans Avenue, Vancouver

3.2 Vendors are encouraged to read the RFQ and submit any questions relating to the RFQ to the contact person named on the cover page of the RFQ prior to the Information Meeting.

3.3 Vendors interested in attending the Information Meeting should pre-register for the Information Meeting by completing and submitting the form contained in Appendix 4 - Information Meeting Attendance Form, by fax to 604-873-7057, or by e-mail to gamaliel.martinez@vancouver.ca, on or before the time and date specified in Section 2.1 above.

3.4 The City will in good faith attempt to give accurate oral responses to questions posed during the Information Meeting but vendors are advised that they may only rely on the written information contained herein or in documents posted to the City’s website, as described in Section 4.0 below.

4.0 CHANGES TO RFQ AND INQUIRIES

4.1 The City may amend or make additions to the RFQ at any time.

4.2 It is the responsibility of each vendor to satisfy itself as to the requirements set out in this RFQ. Inquiries are to be addressed in writing only to the contact person named on the cover page of this RFQ. In-person or telephone enquiries are not permitted

4.3 It is the sole responsibility of vendors to check the City’s website (<http://vancouver.ca/doing-business/open-bids.aspx>) regularly for amendments, addenda, and questions and answers in relation to this RFQ.

REQUEST FOR QUOTATIONS No. PS20140351
ELECTRICAL CONTRACTOR SERVICES
INSTRUCTIONS TO VENDORS

4.4 Vendors must not rely on any information purported to be given on behalf of the City that contradicts the RFQ, as amended or supplemented in accordance with the foregoing Section 4.3.

5.0 PRICING

5.1 The City requests that fixed prices be quoted, which would be applicable during the full term of any standing-offer agreement. However, each vendor should indicate any time limitation on its pricing as may be applicable.

5.2 All prices quoted must be inclusive of any provincial sales tax payable by the City under the *Provincial Sales Tax Act*, S.B.C.2012, c.35 ("PST"), but exclusive of any tax calculated upon such prices under the Excise Tax Act, R.S.C., 1985, c. E-15 ("GST") or under any other sales tax legislation. GST and any such other sales tax (but not PST) should be described separately in each Quotation.

5.3 Prices are to be quoted CIP, destination (Incoterms, 2010). For the avoidance of doubt, freight, insurance, unloading at the destination designated by the City, import duties, brokerage, royalties, handling, overhead, profit and all other similar costs are to be included in quoted prices.

5.4 Prices are to be quoted in Canadian currency.

6.0 QUANTITIES

6.1 Any quantity stated herein is a City's estimate of its requirements. Actual quantities may vary and the City makes no representations regarding the amounts of work to be requested of any vendor that enters into a standing-offer agreement with the City.

7.0 TERMS OF PAYMENT

7.1 The City's standard payment terms are "net thirty (30) days" after receipt and approval of an invoice; however, any discounts or more favourable (or less favourable) terms which may be offered by a vendor will be taken into consideration in evaluating Quotations. Each vendor should indicate in its Quotation if it offers or requires particular payment terms.

7.2 Vendors should indicate whether they can accept payment by EFT (electronic funds transfer).

8.0 ALTERNATIVE GOODS/DEVIATIONS

8.1 If a vendor offers goods that do not meet all of the requirements of Appendix 1 - Detailed Requirements instead of, or as an alternative to, goods meeting all of such requirements, the deviations or alternatives must be indicated in the vendor's Quotation. The City may elect to consider and/or accept an offer of goods that deviate from those stated in Appendix 1, or the City may decide not to consider them, and may set aside the relevant vendor's Quotation if it does not also offer goods meeting all of the requirements of Appendix 1.

9.0 PROCESS

9.1 Interested vendors are to submit Quotations on the form provided hereunder (Quotation Form and Schedule of Prices). Failure to use the form or complete all fields therein may result in the vendor's Quotation being put aside and given no further consideration.

REQUEST FOR QUOTATIONS No. PS20140351
ELECTRICAL CONTRACTOR SERVICES
INSTRUCTIONS TO VENDORS

- 9.2 Following receipt of a Quotation, the City may, in its sole discretion and without having any duty or obligation to do so, or to advise other vendors or to allow other vendors to vary their Quotations as a result of such discussions or negotiations:
- (a) negotiate changes to the scope of the RFQ or to the scope of supply to be offered by a vendor or the pricing thereof, with any one or more of the vendors responding to the RFQ; or
 - (b) request that a vendor provide the City with additional information to clarify or substantiate the information provided by the vendor.
- 9.3 If a vendor fails to provide information required for the City's evaluation of the vendor's qualifications, or fails to provide timely clarification or substantiation of the information supplied, that failure may result in no further consideration being given to the Quotation.
- 9.4 Vendors must inform the City of any material change in information that might affect their qualification status at any time during this RFQ process.
- 9.5 Notwithstanding the foregoing or any other provision of this RFQ, the City may at its sole discretion elect to retain for consideration Quotations which deviate either materially or non-materially from the format requirements set out in the Quotation Form and Schedule of Prices hereto or which otherwise fail to conform to any other requirement set out in this RFQ.
- 9.6 The City may elect to not accept the lowest-price or any Quotation, and may terminate or amend this RFQ at any time.
- 9.7 The City will notify any successful vendor in writing that its Quotation has been approved in principle and invite said vendor to proceed to finalize and sign a legal agreement, if applicable, or simply inform the vendor that its name will be included on the list of Pre-Qualified Vendors, which may be invited to quote or bid in relation to future work. The City will only notify those vendors which are selected by the City. The City hereby thanks all other vendors for their interest.

10.0 EVALUATION CRITERIA

- 10.1 Quotations will be evaluated to determine which Quotations are likely to offer the overall best value to the City based on the City's assessment of:
- (a) a vendor's ability to meet the specifications stated in the RFQ, including any required delivery date(s);
 - (b) a vendor's technical certifications;
 - (c) a vendor's past performance;
 - (d) a vendor's resources, including labour, fleet, and suppliers;
 - (e) overall cost, including as appropriate: purchase prices, installation costs and maintenance costs;
 - (f) availability of parts and service, warranties, and compatibility with existing goods;
 - (g) a vendor's ability to meet minimum insurance requirements as set out in Section 11.4 in the Form of Agreement (Appendix 3); and
 - (h) any other criteria the City deems, in its sole and absolute discretion, necessary to evaluate a vendor.

REQUEST FOR QUOTATIONS No. PS20140351
ELECTRICAL CONTRACTOR SERVICES
INSTRUCTIONS TO VENDORS

10.2 RFQ vendors are encouraged to provide all information requested by the City, particularly where the words "must", "shall", "will", "is to" or "are to" precede a requirement regarding the content or format of a Quotation.

11.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

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

12.0 NO PROMOTION OF RELATIONSHIP

12.1 A vendor must not disclose or promote any relationship between it and 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, web sites or other written materials (whether in print, digital, electronic or other format) without the express prior written consent of the City. Each vendor must not use the name, official emblem, mark, or logo of the City without the express prior written consent of the City.

13.0 NO CLAIMS AGAINST THE CITY

13.1 In submitting a Quotation, the vendor acknowledges and agrees that:

- (a) this RFQ is in no way whatsoever an offer to enter into an agreement, and that submission of a Quotation does not in any way whatsoever create any obligation on the part of the City to treat the vendor's or any other vendor's Quotation in any particular manner or undertake this RFQ process in any particular manner (except as expressly stated in Section 13.1(b));
- (b) subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act (British Columbia)* and the City's full right to publicly disclose any and all aspects of the Quotation in the course of publicly reporting to the Vancouver City Council about the RFQ, the City will treat the Quotation (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information; and
- (c) the City will not be responsible for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred or alleged to be incurred by the vendor in relation to its submission of a Quotation, except under the preceding Section 13.1(b).

14.0 CONFLICTS/COLLUSION/LOBBYING

14.1 Each vendor must disclose whether any officer, director, shareholder, partner, employee or contractor of the vendor or of any of its proposed subcontractors, or any other person related to the vendor'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 is:

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

in each case such that there could be any conflict of interest or an appearance of a conflict of interest in the evaluation or consideration of the vendor's Quotation by the City. The City will evaluate each matter disclosed to determine whether and to what extent the vendor can be given consideration in the RFQ in light of the particular matter.

REQUEST FOR QUOTATIONS No. PS20140351
ELECTRICAL CONTRACTOR SERVICES
INSTRUCTIONS TO VENDORS

- 14.2 Each vendor must disclose whether any person having an interest (as defined above) is a former official, former employee or former contractor of the City who has non-public information relevant to the RFQ obtained during his or her employment or engagement by the City. The City will evaluate each matter disclosed to determine whether and to what extent the vendor can be given consideration in the RFQ in light of the particular matter.
- 14.3 Each vendor must disclose whether the vendor or 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 RFQ would create a conflict of interest or the appearance of a conflict of interest between the vendor's duties to the City and the vendor's or its subcontractors' duties to such third party. The City will evaluate each matter disclosed to determine whether and to what extent the vendor can be given consideration in the RFQ in light of the particular matter.
- 14.4 Each vendor is required to disclose whether the vendor is competing for purposes of the RFQ with any entity with which it is legally or financially associated or affiliated. Each vendor must also disclose whether it is cooperating in any manner in relation to the RFQ with any other vendor responding to the RFQ. The City will evaluate each matter disclosed to determine whether and to what extent the vendor can be given consideration in the RFQ in light of the particular matter.
- 14.5 Each vendor is required to disclose whether it or any officer, director, shareholder, partner, employee or agent of the vendor or any of its proposed subcontractors: (1) is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America; or (2) has engaged in any form of political or other lobbying whatsoever with respect to the RFQ or sought, other than through the submission of its Quotation, to influence the outcome of the RFQ process. The City will evaluate each matter disclosed to determine whether and to what extent the vendor can be given consideration in the RFQ in light of the particular matter.

REQUEST FOR QUOTATIONS No. PS20140351
ELECTRICAL CONTRACTOR SERVICES
QUOTATION FORM AND SCHEDULE OF PRICES

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

City of Vancouver
Supply Management
453 West 12th Avenue
Vancouver, British Columbia V5Y 1V4

Or send it by email to gamaliel.martinez@vancouver.ca.

If sending by courier or otherwise delivering in person, address to the above address and deliver to the Main Floor Rotunda Information Desk at the above address.

Quotations must be marked with the vendor's name and the RFQ title and number.

ATTENTION: Gamaliel Martinez

FROM: _____ (Company Name)

_____ (Contact Name)

SUBJECT: REQUEST FOR QUOTATION No. PS20140351 - ELECTRICAL CONTRACTOR SERVICES
(the "RFQ")

REQUEST FOR QUOTATIONS No. PS20140351
ELECTRICAL CONTRACTOR SERVICES
QUOTATION FORM AND SCHEDULE OF PRICES

The undersigned vendor, having carefully read and examined the RFQ and having full knowledge of the requirements described therein, does hereby offer to provide the goods in accordance with the specifications and terms and conditions set out in the RFQ (except as expressly noted below in this completed Quotation Form and Schedule of Prices) and upon the pricing and other terms and conditions shown below in this completed Quotation Form and Schedule of Prices.

1.0 COMPANY INFORMATION

Vendor's Legal Name: _____

Vendor's
Doing-Business-As Name
(as applicable): _____

Mailing Address: _____

Cheque Payable/
Remit to Address: _____

Telephone No.: _____ Facsimile No.: _____

Key Contact Person: _____

E-mail Address: _____

GST Registration No.: _____

Date of Incorporation:
(yyyy-mm-dd) _____

Jurisdiction of
Incorporation: _____

City of Vancouver
Business License No.: _____ WorkSafeBC
Registration No.: _____

Dunn & Bradstreet No.: _____

**REQUEST FOR QUOTATIONS No. PS20140351
ELECTRICAL CONTRACTOR SERVICES
QUOTATION FORM AND SCHEDULE OF PRICES**

2.0 CITY'S MINIMUM SERVICE REQUIREMENTS

2.1 By checking 'yes' or 'no' in response to each question in the following Table 1 - Minimum Services Requirements, the vendor is to indicate whether or not it meets the City's minimum service requirements, which are described in detail in Appendix 1.

Table 1 - Minimum Service Requirements

MINIMUM SERVICE REQUIREMENTS		YES	NO
1. City's Operating Hours:			
a.	The City's operating hours are from 7:00 a.m. to 4:30 p.m., Monday to Friday, excluding holidays. Can the vendor provide services within these hours?	<input type="checkbox"/>	<input type="checkbox"/>
2. Response time - services call requests:			
a.	Electrical services: Can the vendor provide electrical services as required by the City within the City's operating hours?	<input type="checkbox"/>	<input type="checkbox"/>
b.	Power line services: Can the vendor provide power line services within 2 hours of a request or less, within the City's operating hours	<input type="checkbox"/>	<input type="checkbox"/>
c.	Power line services: Can the vendor provide power line services within 4 hours of a request or less, outside the City's operating hours?	<input type="checkbox"/>	<input type="checkbox"/>
3. Response time - high voltage (HV) volt maintenance services:			
a.	High voltage volt services: Can the vendor provide high voltage volt maintenance services within and outside the City's operating hours, as required by the City?	<input type="checkbox"/>	<input type="checkbox"/>
4. Response time - emergency services:			
a.	Emergency services - electrical: Can the vendor provide emergency electrical services within 2 hours of a request or less, outside the City's operating hours?	<input type="checkbox"/>	<input type="checkbox"/>
b.	Emergency services - electrical: Can the vendor provide immediate emergency electrical services as required within the City's operating hours?	<input type="checkbox"/>	<input type="checkbox"/>
c.	Emergency services - power line: Can the vendor provide emergency power line services within 4 hours of a request or less, outside the City's operating hours?	<input type="checkbox"/>	<input type="checkbox"/>
d.	Emergency services - power line: Can the vendor provide immediate emergency power line services as required within the City's operating hours?	<input type="checkbox"/>	<input type="checkbox"/>
e.	Emergency services - HV volt maintenance: Can the vendor provide emergency HV volt maintenance services within 4 hours of a request or less, outside the City's operating hours?	<input type="checkbox"/>	<input type="checkbox"/>
f.	Emergency services - HV volt maintenance: Can the vendor provide immediate emergency HV volt maintenance services as required within the City's operating hours?	<input type="checkbox"/>	<input type="checkbox"/>
5. Technical certifications:			
a.	Do all technical personnel proposed to perform the services meet the technical qualification requirements set out in Section 1.1 of Appendix 1?	<input type="checkbox"/>	<input type="checkbox"/>
6. Minimum amount of work experience:			
a.	Does each proposed journeyman electrical tradesperson have at least five (5) years of work experience?	<input type="checkbox"/>	<input type="checkbox"/>
7. Insurance and WorkSafeBC:			
a.	Does the vendor meet the minimum insurance requirements set out in Section 11.4 in the Form of Agreement (Appendix 3)?	<input type="checkbox"/>	<input type="checkbox"/>
b.	Is the vendor registered and in good standing with WorkSafeBC?	<input type="checkbox"/>	<input type="checkbox"/>

REQUEST FOR QUOTATIONS No. PS20140351
ELECTRICAL CONTRACTOR SERVICES
QUOTATION FORM AND SCHEDULE OF PRICES

3.0 COMPANY EXPERIENCE AND RESOURCES & SERVICES

3.1 The vendor is to complete the following Table 2 - Company Experience and Resources:

Table 2 - Company Experience and Resources

	ITEM	QTY	DESCRIPTION
1.	Years in business		
2.	Branches/Locations		
3.	Total Number of Employees		
4.	Journeyman Employees		
5.	Apprentice Employees		
6.	Fleet*		

* Should additional space be required, the vendor may supplement the above with additional pages with each additional page clearly making reference to RFQ PS20140351 and this Section 3.1, Item 6.

3.2 The vendor is to complete Table 3 - Services, and provide a description of each of its services.

Table 3 - Services

	SERVICE	DESCRIPTION
1.		
2.		
3.		
4.		
5.		
6.		
7.		

Should additional space be required, the vendor may supplement the above with additional pages with each additional page clearly making reference to RFQ PS20140351 and this Section 3.2.

3.3 The vendor is to provide three (3) client references for clients that operate multiple facilities and where the vendor provides a range of electrical services similar to the services required under this RFQ. The vendor is to attach the reference information and clearly make reference to RFQ PS20140351 and this Section 3.3.

**REQUEST FOR QUOTATIONS No. PS20140351
ELECTRICAL CONTRACTOR SERVICES
QUOTATION FORM AND SCHEDULE OF PRICES**

4.0 TECHNICAL PERSONNEL EXPERIENCE

4.1 The vendor is to complete the following Table 4 - Journeyman and Apprentice Experience and describe the years of experience for each of the following types of personnel:

Table 4 - Journeyman and Apprentice Experience

	TYPE	QTY	YEARS OF EXPERIENCE	DESCRIPTION OF CERTIFICATION
1.	Journeyman			
2.	Apprentice			

4.2 The vendor is to attach an organizational chart and identify its key personnel, including the vendor's management team, proposed account manager for the City, dispatch person, and accounts receivable manager. The vendor's organization chart is to be attached and clearly make reference to RFQ PS20140351 and this Section 4.2.

5.0 SUBCONTRACTORS

5.1 The vendor is to complete the following Table 5 - Subcontractors, listing the vendor's proposed subcontractors, their respective roles & responsibilities and their years of related experience.

Table 5 - Subcontractors

	SUBCONTRACTOR	ROLE AND RESPONSIBILITY	YEARS OF RELATED EXPERIENCE
1.			
2.			
3.			
4.			
5.			

- END OF PAGE -

REQUEST FOR QUOTATIONS No. PS20140351
ELECTRICAL CONTRACTOR SERVICES
QUOTATION FORM AND SCHEDULE OF PRICES

6.0 SUPPLIERS

6.1 The vendor is to complete the following Table 6 - Suppliers, listing the vendor's proposed suppliers, and providing descriptions of the types of parts and/or materials each supplier would supply.

Table 6 - Suppliers

	SUPPLIER	DESCRIPTION OF PART OR MATERIAL
1.		
2.		
3.		
4.		
5.		

Should additional space be required, the vendor may supplement the above with additional pages with each additional page clearly making reference to RFQ PS20140351 and this Section 6.1.

7.0 WARRANTIES

7.1 If the warranty period for any of its services, parts or materials deviates from the requirements set out in the Form of Agreement (Appendix 3), then the vendor, using a table in the format of Table 7 below, is to specify its relevant warranty period for the relevant services, parts or materials, describing applicable conditions, if any. Such completed tables is to be attached to the Quotation and clearly reference RFQ PS20140351 and this Section 7.1.

Table 7 - Vendor Warranties

	TYPE	WARRANTY PERIOD	SPECIAL CONDITIONS
1.	Labour		
2.	Parts and Materials		

7.2 In addition to warranties required by the Form of Agreement or the vendor's warranties listed in Table 7 above, the vendor is to describe, using a table in the format of Table 8 below, additional warranties, if any, applicable to its services and parts/materials supplied. Such table is to be attached to the Quotation and clearly reference RFQ PS20140351 and this Section 7.2.

Table 8 - Additional Warranties

	WARRANTY PERIOD	SPECIAL CONDITIONS
1.	Labour	
2.	Parts and Materials	

REQUEST FOR QUOTATIONS No. PS20140351
ELECTRICAL CONTRACTOR SERVICES
QUOTATION FORM AND SCHEDULE OF PRICES

8.0 DEVIATIONS

8.1 Using a table in the format of Table 9 below, the vendor is to state its proposed deviations to the Form of Agreement (Appendix 3), if any, and propose its revised wording(s). Such table is to be attached to the Quotation and clearly reference RFQ PS20140351 and this Section 8.1.

Table 9 - Deviations to the Form of Agreement

	SECTION IN FORM OF AGREEMENT (APPENDIX 3)	PROPOSED WORDING
1.		
2.		
3.		
4.		
5.		

9.0 PRICING

9.1 Using the following Tables 10 and 11, the vendor is to provide pricing.

Table 10 - Hourly Rates

	TYPE	QTY	UOM	RATE (\$)
1.	Journeyman - City's Operating Hours	1	Hour	
2.	Journeyman - Outside City's Operating Hours	1	Hour	
3.	Journeyman - Emergency	1	Hour	
4.	Apprentice - City's Operating Hours	1	Hour	
5.	Apprentice - Outside City's Operating Hours	1	Hour	
6.	Apprentice - Emergency	1	Hour	

The hourly rates provided in Table 10 are to be subject to Section 5.0 (Pricing) in the Instructions to Vendors of this RFQ, and for the avoidance of doubt, must be inclusive of the vendor's tools, equipment, vehicle, transportation costs, supplies, and consumables.

Table 11 - Cost-Plus Rates for Custom Ordered Parts and Rental of Special Equipment

	TYPE	RATE (%)	DESCRIPTION
1.	Cost-plus rate on custom ordered parts		
2.	Rental of special equipment		

The cost-plus rates listed in Table 11 are to be in addition to the actual costs of customized parts and the actual costs of the rental of special equipment. Such rates are to be inclusive of the vendor's profit and overhead.

9.2 The vendor is to provide a list of its commonly used parts, materials, and equipment used in the performance of services similar to those set out in this RFQ, and provide the vendor's corresponding price for each part, material and/or equipment listed (the "Vendor's Common

REQUEST FOR QUOTATIONS No. PS20140351
ELECTRICAL CONTRACTOR SERVICES
QUOTATION FORM AND SCHEDULE OF PRICES

Product List"). The pricing provided in the Vendor's Common Product List is to be subject to Section 5.0 (Pricing) in the Instructions to Vendors of this RFQ. The Vendor's Common Product List is to be attached to the Quotation and clearly make reference to RFQ PS20140351 and this Section 9.2.

10.0 INSURANCE INFORMATION

10.1 The vendor is to provide the following insurance information:

- (a) a Certificate of Existing Insurance, in the form of Appendix 5 to the RFQ, duly completed and signed by the vendor's insurance agent or broker as evidence of its existing insurance; and
- (b) a letter from its insurance broker or agent indicating whether or not (and, if not, then to what extent) the vendor will be able to comply with the insurance requirements set out in Section 11.4 in the Form of Agreement (Appendix 3), should the City enter into a standing-offer agreement with the vendor.

Any Pre-Qualified Vendor will also be required to provide proof of the satisfaction of all insurance requirements by duly completing the City's insurance certificate provided as Appendix 6 prior to or concurrently with the City entering into any standing-offer agreement with said Pre-Qualified Vendor.

11.0 HEALTH AND SAFETY

11.1 The vendor is to submit with its Quotation proof of valid WorkSafeBC registration. Such registration should be maintained as specified in Section 6.2(d) of the Form of Agreement.

11.2 As part of the evaluation process, the City may require a vendor to provide evidence of its safety record for the previous three years of operation, which may include requiring disclosure of a vendor's past or current orders issued by WorkSafeBC, inquiry into a vendor's past work history with the City (as applicable), and the provision by the vendor of any other information or consents to obtain information as the City may require in order to complete its evaluation.

- END OF PAGE -

REQUEST FOR QUOTATIONS No. PS20140351
ELECTRICAL CONTRACTOR SERVICES
QUOTATION FORM AND SCHEDULE OF PRICES

12.0 OTHER INFORMATION

In addition to the items set out in Appendix 1, the vendor may provide other details it wishes to include as part of its Quotation, or which are requested in the RFQ. Such additional information may be attached as additional pages to this form with each page clearly making reference to RFQ PS20140351 and this Section 12.0.

13.0 TERMS AND CONDITIONS

By signing this form, the vendor acknowledges that (a) it has read, understands and agrees to the terms and conditions set out in the RFQ, (b) it has read and understands the information in Appendices 1, 2 and 3 of the RFQ and (c) it has noted above any deviations from the requirements of Appendices 1, 2 and 3 of the RFQ.

Signature of authorized signing officer

Date (yyyy-mm-dd)

Name of authorized signing officer (print)

Title of authorized signing officer (print)

APPENDIX 1 DETAILED REQUIREMENTS

1.0 TECHNICAL QUALIFICATIONS

- 1.1 All Supplier's personnel involved in delivering the Services to the City must have and maintain in good standing throughout the term of the Agreement:
- (a) trades qualification with interprovincial (IP) certification;
 - (b) have a certificate or qualification in the electrical trade obtained in Canada; and
 - (c) for key personnel not fully certified as a Journeyman Electrical Tradesperson, at a minimum, be registered in a Canadian apprenticeship program leading to qualification.

2.0 STANDARDS OF THE SERVICES

- 2.1 The Supplier shall perform all Services in accordance to standards and requirements set out in Section 3.4 of the Agreement.

3.0 SCOPE OF WORK

- 3.1 The Supplier will perform any or all of the following Services:
- (a) assemble, install, test, commission, service and operate electrical systems and equipment which may include but not be limited to apparatus, conduits, plant, pipes, poles, works and any other regulated product that is used, designed or intended for use for or in connection with the generation, transmission, supply, distribution, or use of electrical energy for any purpose;
 - (b) install and maintain electrical devices and components in industrial, commercial and residential settings;
 - (c) interpret architectural drawings and electrical code specifications at construction sites;
 - (d) provide the services on an:
 - (i) as and when required basis, as set out in Section 4.0;
 - (ii) high voltage vault maintenance services, as set out in Section 5.0;
 - (iii) emergency basis, as set out in Section 6.0;
 - (iv) natural disaster support services, as set out in Section 7.0; and
 - (v) project-based basis, as set out in Section 8.0.
- 3.2 Unless otherwise expressly required by the City, the Services are to be performed and completed between 7:00 a.m. to 4:30 p.m. pacific standard time, Monday to Friday except statutory holidays and weekends ("City's Operating Hours").
- 3.3 The Services for some buildings or systems may be required to be performed outside the City's Operating Hours in order to reduce disruption to occupants. Any costs associated with Services performed after the City's Operating Hours and/or Business Days will be the responsibility of the Supplier.
- 3.4 The Supplier is to maintain an adequate level of on-hand inventory of supplies and replacement parts at its own location of operations and on its vehicles to ensure the timely completion of the Services is not affected, including those Services performed on site.

REQUEST FOR QUOTATIONS NO. PS20140351
ELECTRICAL CONTRACTOR SERVICES
APPENDIX 1 - DETAILED REQUIREMENTS

- 3.5 The Supplier at its own cost is to be responsible for all tools, equipment, and vehicles necessary to perform the Services. Furthermore, the Supplier is to ensure the inherent integrity of the tools and equipment is preserved and the Supplier must, if the City so requests, demonstrate that the equipment has been properly maintained and is safe for use.
- 3.6 Pursuant to Section 6.2 in the Form of Agreement, prior to the commencement of the Services, the Supplier or the Supplier's Subcontractor, as the case may be, is to conduct:
- (a) a Site assessment and ensure it is free of hazards and safe to conduct the Services or take the necessary measures to ensure the safety of its employees;
 - (b) a job assessment to determine and ensure the appropriate personal protective equipment necessary to undertake the Services is available and in place.
- 3.7 Pursuant to Article 6 in the Agreement and without limiting or invalidating any provision thereof, the Supplier shall:
- (a) ensure work areas are properly barricaded and proper signage is in place before starting the work;
 - (b) be responsible for providing, at its own expense, signs, cones, plastic sheets, guardrails and any other material necessary to create an effective barricade to isolate the work environment from the building occupants and to prevent unauthorized access;
 - (c) maintain a health, safety and environmental (HS&E) program, ensuring its personnel are fully trained;
 - (d) immediately report to the City any safety hazards encountered during the performance of the Services; and
 - (e) ensure that a safety and communications program is in place for its personnel whenever the Services may be required to be performed on remote locations.
- 3.8 The Supplier may elect to use an electrical apprentice registered in a Canadian apprenticeship program (an "Apprentice") to carry out the Services required by the City subject to the Apprentice being under the direct and full supervision of a fully certified electrician. In no event does this relieve the Supplier of any of its obligations under this Agreement or of its duties under the Agreement to take reasonable steps to ensure the accuracy and correctness of such services.
- 3.9 Reporting:
- (a) The Supplier is to provide to the City semi-annual and annual reporting on a number of performance measures ("Key Performance Indicators") and any other criteria determined by the City for the delivery of the Services. The information should be reported in the manner required by the City.
 - (b) The Supplier is to meet with the City as mutually agreed to by both Parties to review the quality of work and service performance, evaluate any opportunities for improvement, and address any issues relating to the delivery of the Services.
- 3.10 The Supplier shall, and shall ensure its employees, agents, Sub-contractors and their respective employees shall, conduct and maintain excellent relations with the public, City employees, and any other consultants and contractors engaged by the City at all times.
- 3.11 When on Site, the Supplier must ensure that all of its employees and Subcontractors wear uniforms and identification badges clearly identifying the Supplier or its Subcontractor.

REQUEST FOR QUOTATIONS NO. PS20140351
ELECTRICAL CONTRACTOR SERVICES
APPENDIX 1 - DETAILED REQUIREMENTS

3.12 The Supplier shall wherever possible use sustainable methods and practices to perform the Services.

3.13 Whenever a disruption to building operations or the general public is expected in the performance of the Services, the Supplier is to notify the City prior to starting the Services.

4.0 SERVICE CALL REQUESTS

4.1 The Supplier is to perform the Services on an as and when required basis.

4.2 Electrical services:

- (a) all electrical work shall be done according to the electrical specifications provided and as amended by the City's Electrical Superintendent; and
- (b) response time shall be as required by the City for Services during Business Days.

4.3 Power line services:

- (a) repair and replace overhead high voltage (HV) lines, poles, cross arms, transformers, fuses, cut-outs, guy-wires, underground cables and enclosures as required and directed by the City's Electrical Superintendent;
- (b) pursuant to Section 2.1 above, the power line services are to be performed in accordance to BC Hydro standards; and
- (c) the Supplier is to maintain a response time of two (2) hours or less within the City's Operating Hours, and four (4) hours or less outside the City's Operating Hours.

4.4 Service Call Request process:

- (a) The City may engage the Supplier in writing or via telephone and provide details of the services required, the location, date and time, and any other pertinent detail as so determined by the City (a "Service Call Request"). Where the Service Call Request has been placed via telephone, the City will also follow up and issue at a later time a written notice to the Supplier confirming the Service Call Request.
- (b) The Supplier will review the Service Call Request, seek clarification from the City on the requirements or provide its written confirmation and acceptance of the Service Call Request no later than one (1) business day from the date and time of the Service Call Request.
- (c) The Supplier shall proceed and perform the Services as required in the Service Call Request. Unless otherwise stated in the Service Call Request or so required by the City, the Services for Service Call Requests are to be delivered and completed no later than three (3) Business Days from the date of the Service Call Request.
- (d) The Supplier shall provide the City a Service Report in the manner and format specified in Section 9.0 below. Subject to Section 3.9 in the Agreement, the City will provide its written acceptance of the Services.

5.0 HIGH VOLTAGE VAULT MAINTENANCE SERVICES

5.1 The Supplier shall provide the following maintenance services and oil samples (collectively, the "HV Maintenance Services"):

- (a) Maintenance services:

REQUEST FOR QUOTATIONS NO. PS20140351
ELECTRICAL CONTRACTOR SERVICES
APPENDIX 1 - DETAILED REQUIREMENTS

Every three years, the following maintenance, testing and reporting shall be performed by the Supplier:

- (i) clean and vacuum high voltage transformer vault;
- (ii) check and tighten all connections;
- (iii) clean and vacuum high voltage cubicles;
- (iv) clean all insulators, transformers, switches and breakers. Check operation of all breakers, switches and relays
- (v) test and lubricate all contacts, relays, breakers and switches;
- (vi) all testing and reporting procedures to be conducted to industry recognized standards set forth by the International Electrical Testing Association (NETA) and the Institute of Electrical and Electronic Engineers (IEEE);
- (vii) co-ordinate all shut downs with BC Hydro and the City;
- (viii) complete and submit all required forms and certificates to BC Hydro; and
- (ix) submit hard copy of reports to owner within 15 days of maintenance.

(b) Oil samples:

Every six years, the Supplier shall provide the following:

- (i) gas in oil content;
- (ii) gas composition and limits in parts per million (PPM);
- (iii) water content and limits in PPM;
- (iv) insulating oil quality report; and
- (v) oil testing performed in accordance to Institute of Electrical and Electronics Engineers (IEEE) standards.

5.2 The HV Maintenance Services are to be performed on the City's equipment, electrical systems, buildings and sites as set out in Appendix 2.

5.3 The HV Maintenance Services are to be performed and completed outside the City's Operating Hours when the facilities are closed.

5.4 Under the sole supervision and responsibility of the Supplier, the City will provide one (1) electrician to assist the Supplier with HV Maintenance Services. Such assistance shall not in any way relieve the Supplier of any of its obligations under Article 3 or any other provision under the Agreement or of its duty to take reasonable steps to ensure the accuracy and correctness of the HV Maintenance Services.

5.5 The Supplier shall coordinate with BC Hydro all power outages required to fully maintain equipment.

5.6 The Supplier and the City will plan and schedule the delivery of the HV Maintenance Services as follow:

- (a) prior to the commencement of the Services, the Supplier will meet with the City to coordinate and finalize the details of the HV Maintenance Services schedule (the "Maintenance Services Schedule") which may include, but not be limited to, the date and time when the Maintenance Services are to be performed at each location, scheduling with BC Hydro, any special access requirements to the Site(s), key City contacts at each Site, and any other pertinent details as the City and the Supplier may deem necessary;
- (b) the City will review and provide input including suggested revisions as the City in its sole

REQUEST FOR QUOTATIONS NO. PS20140351
ELECTRICAL CONTRACTOR SERVICES
APPENDIX 1 - DETAILED REQUIREMENTS

discretion may deem necessary, and the Supplier shall apply such changes, if any, to the Maintenance Services Schedule;

- (c) the Supplier shall provide to the City, in the time and manner so required by the City, an updated Maintenance Services Schedule for the City's final review and approval;
- (d) subject to any other changes the City may require, written approval of the Maintenance Services Schedule will be provided to the Supplier no later than two (2) business days from receipt of the updated Maintenance and Services Schedule;
- (e) for the duration of the Agreement, the Supplier shall meet with the City on an annual basis or as mutually agreed by the City and the Supplier to review the Maintenance Services Schedule and make any necessary changes as mutually agreed by both Parties. The Supplier shall update the Schedule of Services with the agreed-upon changes and provide a final version to the City no less than two (2) business days from the date of the meeting; and
- (f) the Supplier shall re-schedule work when and as required by the City at no additional cost to the City.

5.7 Unless otherwise required or approved by the City, the Supplier shall perform the Maintenance Services in accordance with the Maintenance Services Schedule.

5.8 Upon completion of the Maintenance Services at each site, the Supplier shall provide the City a Service Report in the manner and format specified in Section 9.0 below. Subject to Section 3.9 in the Agreement, the City will provide its written acceptance of the Services.

6.0 EMERGENCY SERVICES

6.1 At any time during the term of the Agreement, the City may require the Supplier to supply the Services on unscheduled situations of critical and time-sensitive nature. As such, the Supplier is to cause its technicians or appropriate resources to respond per the response times as follows:

- (a) electrical services - the Supplier is to maintain a response time of two (2) hours or less for Services required outside of the City's Operating Hours, and as required by the City for Services required within the City's Operating Hours;
- (b) power line services - the Supplier is to maintain a response time of four (4) hours or less for Services required outside the City's Operating Hours, and as required by the City for Services required within the City's Operating Hours; and
- (c) HV Maintenance Services - the Supplier is to maintain a response time of four (4) hours or less for Services required outside the City's Operating Hours, and as required by the City for Services required within the City's Operating Hours.

6.2 Upon completion of the Services in response to an emergency call out request, the Supplier shall provide the City a Service Report in the manner and format specified in Section 9.0 below, and subject to Section 3.9 in the Agreement, the City will provide its written acceptance of the Services.

6.3 The Supplier is to provide to the City and maintain up to date a list of key emergency contacts.

7.0 NATURAL DISASTER SUPPORT SERVICES

7.1 In the event of a major or serious disaster, such as, but not limited to, an earthquake, major fire, or extreme snow conditions (a "Natural Disaster"), the City will be faced with the requirement to sustain the provisioning of key facilities such as those operated by the Vancouver Police Department, Vancouver Fire and Rescue Services and other emergency facilities, and as such, the Supplier is to provide support.

REQUEST FOR QUOTATIONS NO. PS20140351
ELECTRICAL CONTRACTOR SERVICES
APPENDIX 1 - DETAILED REQUIREMENTS

7.2 The Supplier is to provide to the City and maintain up to date a list of key emergency contacts specifically for the use of the City in the event a Natural Disaster occurs.

7.3 The Supplier acknowledges and agrees that should a Natural Disaster occur at any time during the term of the Agreement and the City requests the assistance of the Supplier, the Supplier shall prioritize the City's request for assistance and where such level of priority is at a minimum comparable to the annual value of the Agreement relative to the Supplier's total business revenue.

8.0 PROJECT-BASED SERVICES

8.1 Unplanned services other than those described in Section 4.0 and of greater scope as specified by the City, may be required at any time during the term of the Agreement ("Project-based Services"). As such, the City will provide the Supplier with a formal written request for the Supplier to submit a proposal in response to such requirements.

8.2 The Supplier's proposal is to include:

- (a) a detailed work plan providing information such as, but not limited to:
 - (i) how the work is to be undertaken;
 - (ii) the number of labour hours required to complete the work;
 - (iii) details of the materials and equipment to be used;
 - (iv) a proposed timeline to complete such work;
 - (v) any proposed subcontractors including their role in the project;
 - (vi) any other details the Supplier may deem necessary to include for the successful completion of the proposed work; and
 - (vii) any other information required by the City.
- (b) the Supplier's proposed maximum fees are to be calculated as:
 - (i) the number of labour hours multiplied by the hourly rates set out in the Agreement;
 - (ii) the cost of materials plus the Supplier's percentage fee as set out in the Agreement; and
 - (iii) the cost of special equipment plus the Supplier's percentage fee.

8.3 The Supplier's proposal is to be submitted in the manner prescribed in the Agreement.

8.4 Project-based Services are deemed additional services and not part of the scope of the Agreement unless approved in writing by the City.

8.5 The City is not obligated to accept the Supplier's proposal and may, in its sole discretion, choose to request proposals from other suppliers.

9.0 SERVICE REPORTS

9.1 The Supplier is to complete and provide the City a service report ("Service Report") adhering to Canadian Electrical Code (CEC) standards or other applicable standards, as the case may be, and include:

- (a) a Service Report reference number;
- (b) the time and date when the Services were performed;

REQUEST FOR QUOTATIONS NO. PS20140351
ELECTRICAL CONTRACTOR SERVICES
APPENDIX 1 - DETAILED REQUIREMENTS

- (c) description of the equipment, machine or component(s) to which the Services were performed;
- (d) description of the Services performed, including a description of any special tools or equipment used;
- (e) where repair services are required other than routine maintenance work, a clear description of such deficiencies or discrepancies identified during the performance of the inspection or testing Services;
- (f) the name of the technician that performed the Services;
- (g) time required to complete the Services;
- (h) a copy of the Supplier's certificate of final inspection; and
- (i) and any other information that may be required by the City.

9.2 Service Reports are to be submitted to the City in the following manner:

- (a) immediately after the completion of each instance of the Services, the Supplier shall provide the City with a hard copy of the Service Report followed by an electronic copy of the same as so indicated by the City; and
- (b) electronic copies of the Service Reports shall be submitted no later than one (1) Business Day from completion of the Services;
- (c) Subject to Section 3.9 of the Agreement, the City will review the Service Report and will provide its written acknowledgement confirming that the Services have been completed.

10.0 ADDITIONAL SERVICES

10.1 Where the Supplier has identified additional services not part of the Maintenance Services but required to fully complete the Maintenance Services ("Additional Services"), the Supplier is to include with its Service Report a written quotation for such Additional Services. With respect to the quotation:

- (a) the deficiency(ies) is to be clearly stated providing all the details necessary for the City to assess and determine how to best proceed;
- (b) the scope of work of the Additional Services is to be clearly stated, including such details as the number of labour hours required to complete the work, details of the materials and equipment to be used, and the timeline to complete such work; and
- (c) such quotation is deemed to be additional to the Services under the Agreement, and as such the City is not obligated to accept the Supplier's quotation and can request quotations from different vendors at its own discretion.

10.2 If the Supplier's quotation is accepted by the City, such quoted services will be subject to the terms and conditions of the Agreement.

10.3 Where the remedial action described in Section 9.1 is of urgent nature, the Supplier shall immediately notify the City and provide details of the urgency.

10.0 PRE-DELIVERY, DELIVERY AND INSTALLATION SERVICES

10.1 Whenever the Services involve the delivery and installation of material or products, the Supplier

REQUEST FOR QUOTATIONS NO. PS20140351
ELECTRICAL CONTRACTOR SERVICES
APPENDIX 1 - DETAILED REQUIREMENTS

shall adhere to the requirements set out in this Section 10.0 to the extent where they may be applicable.

10.2 In this Section 10.0, the following words and terms, unless the context otherwise requires, shall have the meanings set out below:

- (a) **“Completion Date”** means the date as mutually agreed by the City and the Supplier when the Supplier and/or its Sub-contractors is to complete the Delivery and Installation Services;
- (b) **“Product”** means electrical parts and supplies, components, switches, lighting equipment, electrical equipment, pumps, motors, panels, systems and controls, and any other physical product or equipment necessary for the successful delivery and performance of the Services to be supplied to the City by the Supplier and as mutually agreed to by the City and the Supplier; and
- (c) **“Product Specifications”** means all Products supplied to the City by the Supplier pursuant to the Agreement which must comply with the specifications, requirements and drawings as mutually agreed in writing between the City and the Supplier.

10.3 The Supplier will perform the following Services (the **“Pre-Delivery Services”**):

- (a) Shop drawings and Product literature

Prior to supplying any Product to the City, the Supplier will, at the request of the City, deliver shop drawings, Product literature and such other documentation that the City may require to confirm that each Product meets the Product Specifications. The City’s review of the shop drawings and other documentation will be to confirm conformity with the Product Specifications and such review will not relieve the Supplier of responsibility for errors or omissions in such documentation or to deliver the Products in accordance with the terms and conditions of the Agreement including the Product Specifications.

Where the City determines that the Supplier’s shop drawings are not in conformity with the Product Specifications, the Supplier will make changes and update the shop drawings as so required by the City.

- (b) Samples

At the request of the City, the Supplier will supply to the City samples of the Product to allow for adequate review time without impeding the project delivery and installation schedule which meets the Product Specifications, for the City to test and approve prior to placing an order for all of the sampled items required for the Sites.

If the samples do not meet the Product Specifications and the City determines that the Supplier can rectify the problem without delaying the project schedule, then the Supplier will rectify the problem and deliver to the City a sample which meets the Product Specifications. Under no circumstances will the additional time granted to the Supplier pursuant to this Section affect the Supplier’s obligation to meet the deadlines set out in in the Agreement or as mutually agreed to by the City and the Supplier.

If the samples do not meet the Product Specifications and the City determines in its sole discretion that the Supplier is not capable of rectifying the problem, then the City will be entitled to purchase these sampled items from another supplier.

REQUEST FOR QUOTATIONS NO. PS20140351
ELECTRICAL CONTRACTOR SERVICES
APPENDIX 1 - DETAILED REQUIREMENTS

(c) Site Meetings

The Supplier may be required to attend site meetings at the Site or at another location requested by the City and as requested by the City in order to follow the progress of the Services.

(d) Storage

If the City is not ready for the Supplier to deliver and commence installation of the Product on the date as mutually agreed to by the City and the Supplier (the "Delivery Date"), then the Supplier will store the Product at the Supplier's facility, or a comparable facility, at the Supplier's cost, until the City notifies the Supplier that it may commence delivery and installation of the Product.

10.4 The Supplier will be responsible for the following delivery and installation services (the "Delivery and Installation Services"):

(a) Delivery

The Supplier will deliver the Products to the Premises commencing on the Delivery Date. The Supplier will unload and temporarily store the Products as directed by the City.

(b) Installation

The Supplier will:

- (i) install the Product in accordance with the Agreement including the Manufacturer's recommendations, the Product Specifications, the drawings and plans provided by the City, and the directions of the City's Manager;
- (ii) inspect and test the Product to ensure that it operates as intended;
- (iii) replace any broken, scratched, disfigured or inoperable component of the Product or part thereof;
- (iv) remove all labels, packaging and protective materials unless still required to protect the Product;
- (v) thoroughly clean and remove any stains spots or marks from the Product and clean-up any dirt, dust or debris brought into the Site by the Supplier or its Sub-contractors; and
- (vi) repair any damage whatsoever including wear and tear to the Site which is caused by the Supplier or its Sub-contractors.

(c) Temporary Products

If the Supplier is unable to deliver and install the Product on the Delivery Date, the City may require the Supplier to provide temporary products (the "Temporary Products") at no cost to the City in order to enable the City to commence operations at the Site. Under no circumstances will the delivery of Temporary Products by the Supplier relieve the Supplier of its obligations under the Agreement, including the obligation to deliver and install the Product which meet the Products Specifications. Where following the delivery of Temporary Products by the Supplier the City determines, acting reasonably, that the Supplier will not be able to deliver and install Products which meet the Product Specifications, the City may without obligation or liability to the Supplier, procure the particular Product or services from any other supplier.

(d) Clean-up

The Supplier will clean-up all dust, dirt, and debris left on the Site by the Supplier or its Sub-contractors and leave the Site in a condition acceptable to the City.

REQUEST FOR QUOTATIONS NO. PS20140351
ELECTRICAL CONTRACTOR SERVICES
APPENDIX 1 - DETAILED REQUIREMENTS

(e) Disposal and recycling

The Supplier will remove from the Site all debris, waste or packaging generated by the Supplier's completion of the Delivery and Installation Services and will recycle all materials which are capable of being recycled. The Supplier will dispose of any other materials which cannot be recycled in accordance with applicable Laws.

(f) Demonstration and acceptance by the City

Upon completion of the Delivery and Installation Services, the Supplier will provide the City's Manager or other City designee with a demonstration of the operation of each Product supplied and installed by the Supplier and make any adjustments required by the City. If the City determines that the Product does not meet the Product Specifications, does not operate in accordance with the Manufacturer's specifications or is damaged in any way then the Supplier will take whatever steps are required to rectify the situation including, if necessary, replacing the Product.

(g) Manuals and Warranty Documentation

The Supplier will deliver all manuals, brochures and warranty documentation to the City's Manager on or before the date the Supplier provides a demonstration of the Product.

(b) Training

The Supplier will provide the City's Manager or other City designee with training on the proper use and care of the Product. The training will include instruction on operation, care, cleaning and preventative maintenance.

(c) Warranty Services

The Supplier will provide warranty service to the City on each Product supplied by the Supplier in accordance with the Agreement.

11.0 EQUIPMENT AND SITE LIST

11.1 Appendix 2 provides a general description of the equipment, devices, systems and sites the Supplier is to provide Services to (the "Equipment and Site List").

11.2 The Equipment and Site List is provided for information only and no representation is made by the City as to the accuracy or completeness. The Equipment and Site List is subject to change.

APPENDIX 2 EQUIPMENT AND SITE LIST

1. The service locations and equipment to be serviced generally include, but is not limited to, the following:
 - community centres, Fire Halls, libraries, Police facilities, housing and other civic buildings
 - parks, including site lighting, equipment and buildings
 - marinas
 - golf courses
 - playing fields and associated structures, field lighting and equipment
 - indoor and outdoor swimming pools and associated equipment
 - ice rinks, including ammonia plants and associated equipment
 - sewage lift stations including supervisory control and data acquisition (SCADA) monitoring
 - fountains, water parks and other water features
 - restaurants, concessions and leased facilities
 - backup power generation
 - overhead and underground high voltage distribution including poles, switches and transformers
 - high voltage vaults, kiosks, switching stations and other associated equipment

2. Site locations and access instructions will be provided as required by the City's Electrical Superintendent.

APPENDIX 3 FORM OF AGREEMENT

STANDING OFFER AGREEMENT

BETWEEN

[•]

AND

CITY OF VANCOUVER

RELATING TO ELECTRICAL CONTRACTOR SERVICES

DATED: [•]

STANDING OFFER AGREEMENT

THIS AGREEMENT is made as of [●]

BETWEEN:

[●], a [●] organized under the laws of [●] and having an office at [●]

(hereinafter referred to as the "Supplier")

AND:

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

(hereinafter referred to as the "City").

WHEREAS the Supplier is in the business of electrical contractor services;

AND WHEREAS the Supplier is desirous of being included on the City's internal list(s) of approved suppliers of electrical contractor services, who may be contacted by the City from time to time to provide electrical inspection, repair and maintenance services;

AND WHEREAS, in consideration of the terms and conditions set forth herein, the City wishes to include the Supplier on such list(s) so that the City may have the option of procuring electrical inspection, repair and maintenance services from the Supplier from time to time 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.

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, including Terms Agreements;
- (b) **"Business Day"** means a day on which banks are open for business in Vancouver, British Columbia, except a Saturday, Sunday or statutory holiday;
- (c) **"Certificate of Completion"** means a certificate issued by the City, which shall confirm the Supplier's completion of a relevant Supply under and in accordance with this Agreement and shall include, or meet the requirements for, a certificate of completion pursuant to the *Builders Lien Act* (British Columbia) if the City determines that is required.;
- (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 D or notified to the Supplier from time to time, as the same may be updated, modified, expanded, revised, supplemented and/or replaced from time to time by the City (as notified to the Supplier);
- (f) **"City's Manager"** means a manager who at the relevant time carries such designation from the City under, or in accordance with, **Error! Reference source not found.**;
- (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
 - (ii) any quasi-governmental or private body exercising any statutory, regulatory, expropriation or taxing authority under the authority of any of the foregoing;
- (h) **"Confidential Information"** means all or any confidential information (however recorded or preserved) disclosed before, on or after the date of this Agreement by either Party or any of its Representatives to the other Party or its Representatives in connection with this Agreement, concerning:
 - (i) this Agreement; or
 - (ii) the affairs, operations, processes, know-how, suppliers, plans or intentions of the disclosing Party or of any member of the disclosing Party's Group, including, without limitation, any information which is not generally known

REQUEST FOR QUOTATIONS NO. PS20140351
ELECTRICAL CONTRACTOR SERVICES
APPENDIX 3 - FORM OF AGREEMENT

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 a Site;
 - (j) "**Contract Price**" means 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 obligations under this Agreement, as established by Schedule B, or as detailed in Terms Agreements from time to time (which shall provide for pricing in accordance with Schedule B), or as otherwise agreed in writing by the Parties;
 - (k) "**Defect**" means any part of the Supply (or omission therefrom) which is defective, deficient or incomplete or does not otherwise comply with the requirements of this Agreement;
 - (l) "**Documentation**" means calculations, computer programs and other software, drawings, designs, plans, manuals, records, reports, documents, papers, photos, typographical arrangements, models, contract documents, deliverables, agreements, tender/enquiry documents, and all other materials in whatever form, including but not limited to tangible copies and electronic forms, supplied either by or on behalf of the Supplier or generated collaboratively by the Parties in the course of the provision of the Supply under this Agreement;
 - (m) "**Effective Date**" has the meaning ascribed to such term in Section 2.1;

REQUEST FOR QUOTATIONS NO. PS20140351
ELECTRICAL CONTRACTOR SERVICES
APPENDIX 3 - FORM OF AGREEMENT

- (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:
- (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:

REQUEST FOR QUOTATIONS NO. PS20140351
ELECTRICAL CONTRACTOR SERVICES
APPENDIX 3 - FORM OF AGREEMENT

- (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 any persons identified as key personnel in the Quotation or, if a Terms Agreement applies to the relevant Supply, identified as such in the applicable Terms Agreement;
- (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) **"Letter Agreement"** means an agreement in the form of Schedule E.
- (x) **"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;
- (y) **"Other City Entity"** means each of: the Vancouver Public Library Board, the Vancouver Police Board, the Vancouver Art Gallery Association and the Parking Corporation of Vancouver;
- (z) **"Parties"** means the City and the Supplier and **"Party"** means one of them or either of them, as the context requires;
- (aa) **"Permitted Purpose"** has the meaning ascribed thereto in Section 14.3;
- (bb) **"Preferred Supplier"** means a person named as such in an applicable Terms Agreement;
- (cc) **"Project-Based Services"** has the meaning ascribed thereto in Schedule A;
- (dd) **"Quotation"** means the Supplier's quotation dated [●], submitted by the Supplier to the City in response to the RFQ attached hereto as Schedule F;
- (ee) **"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;

REQUEST FOR QUOTATIONS NO. PS20140351
ELECTRICAL CONTRACTOR SERVICES
APPENDIX 3 - FORM OF AGREEMENT

- (ff) **“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;
- (gg) **“RFQ”** means Request for Quotations PS20140351 Electrical Contractor Services, together with all addenda and questions and answers attached as Schedule G;
- (hh) **“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.
- (ii) **“Sales Tax”** has the meaning ascribed to such term in Section 15.1;
- (jj) **“Supplier’s Manager”** means a manager who at the relevant time carries such designation from the Supplier under, or in accordance with, **Error! Reference source not found.**;
- (kk) **“Site”** means each of the City worksites and other places at which any part of the Supply shall be performed, including a site specified in a Terms Agreement;
- (ll) **“Subcontractor”** means any person named in a schedule to this Agreement or an applicable Terms Agreement as a subcontractor, or any other person appointed by the Supplier, in accordance with this Agreement, to perform any part of the Supply;
- (mm) **“Supply”** means the provision of the goods, services and works described in Schedule A (or, as the context requires, the particular such goods, services or works provided or to be provided by the Supplier to the City at a particular time or times and in the particular combinations and quantities directed by the City in accordance herewith), and any other services to be provided by the Supplier pursuant to this Agreement;
- (nn) **“Taxes”** means all taxes, duties, imposts, levies, assessments, tariffs and other charges imposed, assessed or collected by a Competent Authority, including:
 - (i) any gross income, net income, gross receipts, business, royalty, capital, capital gains, goods and services, harmonized sales, value added, severance, stamp, franchise, occupation, premium, capital stock, sales and use, real property, land transfer, personal property, ad valorem, transfer, licence, import, customs, profits, windfall profits, environmental, carbon, emissions, pollution, payroll, employment, employer health, pension plan, anti-dumping, countervailing, or excise tax, duty, import, levy, assessment, tariff or other charge;
 - (ii) all withholdings on amounts paid to or by the relevant person;
 - (iii) all statutory remittances, employment insurance premiums and social security or pension plan contributions or premiums and Canada pension plan contributions;
 - (iv) any fine, penalty, interest or addition to tax;
 - (v) any tax imposed, assessed, or collected or payable pursuant to any tax-sharing agreement or any other contract relating to the sharing or payment of any such tax, levy, assessment, tariff, duty, deficiency or fee; and
 - (vi) any liability for any of the foregoing as a transferee, successor, guarantor, or by contract or by operation of law;

REQUEST FOR QUOTATIONS NO. PS20140351
ELECTRICAL CONTRACTOR SERVICES
APPENDIX 3 - FORM OF AGREEMENT

- (oo) "Terms Agreement" means a document substantially in the form of Schedule C setting out in relation to the particular Supply to be provided thereunder:
- (i) the particular work and deliverables to be delivered by the Supplier;
 - (ii) any items to be provided by the City to allow the Supplier to perform the Supply;
 - (iii) the time schedule, including the Time(s) for Completion therefor;
 - (iv) any Preferred Suppliers;
 - (v) the Key Project Personnel therefor;
 - (vi) any specific Site(s) therefor; and
 - (vii) the price to be paid by the City therefor.
- (pp) "Time(s) for Completion" means the time(s) stated in a request by the City for Supply (or in a Terms Agreement, as applicable) by which a particular Supply or any part thereof must be completed, as such time(s) may be adjusted, strictly in accordance with this Agreement;
- (qq) "Variation" has the meaning ascribed to such term in Section 3.8(a); and
- (rr) "WCA" means the *Workers Compensation Act* (British Columbia), and the regulations thereunder.

1.2 Headings

This division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The terms "hereof", "hereunder" and similar expressions refer to this Agreement, including its schedules, and not to any particular article, section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to articles, sections and schedules are to articles, sections and schedules of this Agreement.

1.3 Extended Meanings

In this Agreement:

- (a) words importing the singular include the plural and vice versa, words importing a gender include all genders and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations and corporations, except where the context requires otherwise;
- (b) any provision calling for "agreement" requires the relevant agreement to be recorded in writing and signed by both Parties;
- (c) the words "include", "includes", "including" and "included" shall be construed without implying limitation by the words which follow those words and without prejudice to the generality of the provisions to which such words relate, unless inconsistent with the context, and the rule of interpretation known as *ejusdem generis* shall not apply;
- (d) each reference to a specific statute, regulation, law or any subordinate instrument or statutory or regulatory provision shall be construed as including any legal or regulatory provision which subsequently amends or replaces the same, and shall include any and all subordinate instruments, orders, rules, regulations and bylaws made thereunder or guidelines issued in respect thereof;

REQUEST FOR QUOTATIONS NO. PS20140351
ELECTRICAL CONTRACTOR SERVICES
APPENDIX 3 - FORM OF AGREEMENT

- (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

- (a) The following are the schedules hereto, each of which is deemed to be part hereof:
 - (i) Schedule A Scope of Goods and Services
 - (ii) Schedule B Prices for Supply
 - (iii) Schedule C Form of Terms Agreement
 - (iv) Schedule D City Policies
 - (v) Schedule E Form of Letter Agreement
 - (vi) Schedule F Quotation
 - (vii) Schedule G RFQ
- (b) For the avoidance of doubt, it is hereby agreed that any purported term, condition or limitation of liability contained in a report, other Supply or other document that is not part of the Agreement shall not affect any rights of the City unless it is expressly agreed to in writing by the City subsequent to the date hereof.

**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 QUOTATIONS NO. PS20140351
ELECTRICAL CONTRACTOR SERVICES
APPENDIX 3 - FORM OF AGREEMENT

2.2 Term

- (a) Unless earlier terminated pursuant to ARTICLE 12 and subject to the below Section 2.2(b), this Agreement shall terminate on the third anniversary of the Effective Date or on such later date as the Parties may agree in writing.
- (b) Subject to termination pursuant to ARTICLE 12, but notwithstanding Section 2.2(a), the term of this Agreement may be extended for up to two successive one-year periods following the third anniversary of the Effective Date, at the option of the City, upon written notice from the City to the Supplier.

**ARTICLE 3
SUPPLY; GENERAL TERMS**

3.1 Supply

- (a) During the term of effectiveness of this Agreement, the City agrees to maintain the Supplier on its internal list(s) of approved suppliers of electrical contractor services, who may be contacted from time to time to supply electrical inspection, repair and maintenance services to the City.
- (b) 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.
- (c) Notwithstanding any other provision hereof, no Supply consisting of Project-Based Services, as defined in Schedule A, shall be provided to the City other than upon execution by each of the City and the Supplier of a Terms Agreement in respect of the particular Project-Based Services and receipt by the Supplier of a purchase order from the City relating to the particular Supply. Terms Agreements may also be entered into in relation to other Supply, as determined or required by the City.
- (d) The City and the Supplier shall adhere to the following procedure in respect of Project-Based Services and in respect of other usages of Terms Agreements:
 - (i) First, the City may identify a need for the relevant Supply and, if it does so, it may complete a draft of the Terms Agreement and send the draft to the Supplier, leaving the price provisions blank.
 - (ii) Second, the Supplier, upon receipt of a draft Terms Agreement, shall promptly complete the price provisions of the draft Terms Agreement (provided that the price provisions must be completed consistently with Schedule B hereof) and otherwise amend and complete the Terms Agreement, have it executed on behalf of the Supplier by the Supplier's Manager, and return it to the City.
 - (iii) Third, the City shall review Supplier's finalized Terms Agreement, including price, and if it approves of the Terms Agreement, it shall have it executed on behalf of the City by the City's Manager and return it to the Supplier. If it does not approve, the City may in its discretion cease discussions with the Supplier in relation to the particular Supply or request that the Supplier propose a varied Terms Agreement.
- (e) The City makes no representations, warranties or covenants hereunder respecting the volume of Supply, if any, to be procured from the Supplier.
- (f) During the term of effectiveness of this Agreement, the City may also, from time to time, direct the Supplier to make Supply to one or more of the Other City Entities at the price(s) specified herein and otherwise on the terms and conditions stated

REQUEST FOR QUOTATIONS NO. PS20140351
ELECTRICAL CONTRACTOR SERVICES
APPENDIX 3 - FORM OF AGREEMENT

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 each relevant Other City Entity memorializing that the Supplier shall make Supply to such Other City Entity in accordance herewith.

3.2 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.

3.3 Design Review

- (a) Where so specified in Schedule A (Scope of Goods and Services) or as otherwise instructed by the City, the Supplier shall submit design-related Documentation for review by the City, and shall not proceed with work on the basis of such design Documentation until the City's approval of such Documentation has been received in writing.
- (b) None of:
 - (i) the submission of Documentation to the City by the Supplier;
 - (ii) its examination by or on behalf of the City; or
 - (iii) the making of any comment thereon (including any approval thereof) shall in any way relieve the Supplier of any of its obligations under this Agreement or of its duty to take reasonable steps to ensure the accuracy and correctness of such Documentation, and its suitability to the matter to which it relates.

3.4 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 City's written instructions relating to the particular Supply given in conformity herewith;
- (c) any applicable Terms Agreement;
- (d) the requirements of Schedule A (Scope of Goods and Services);
- (e) the City Policies; and

REQUEST FOR QUOTATIONS NO. PS20140351
ELECTRICAL CONTRACTOR SERVICES
APPENDIX 3 - FORM OF AGREEMENT

- (f) 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 3.4(a) to 3.4(f) above in the order of priority in which such standards or requirements are listed (with Section 3.4(a) being of highest priority).

3.5 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.

3.6 Warranties

- (a) The Supplier warrants that the Supply shall be performed in accordance with this Agreement and to the best practice standards of diligence, skill, care and efficiency expected of a competent contractor performing work of a similar nature to the Supply;
- (b) The Supply shall be fit for the use for which it is intended, and the Supplier warrants that it shall be without defects or imperfections and that any goods or works constituting part of the Supply shall function correctly and adequately, and without any need of repair or improvement, for at least 12 months following the completion of the relevant Supply, or such defects, imperfections or failures to function correctly and adequately, shall be remedied by, or such repairs or improvements shall be undertaken by, the Supplier, without cost or liability to the City and the Supplier shall indemnify and hold the City harmless in relation thereto.
- (c) All goods or materials provided under the Agreement as part of the Supply shall be new and fully warranted for a period of one (1) year from the time of delivery to the City, against defects in design, manufacturing, materials, workmanship and performance, and the Supplier affirms and covenants that such warranty is, and shall be, provided by the Supplier if and to the extent it is not fully and effectively provided to the City by third-party manufacturers or suppliers of the goods or materials.
- (d) All goods, works and materials provided under the Agreement as part of the Supply shall be non-defective and fit for their intended purposes and shall function safely in all respects.
- (e) All costs associated with warranty replacements or repairs shall be the responsibility of the Supplier, including repair, adjustment, and shipping costs, and replacements of goods or materials.
- (f) If requested by the City, the Supplier shall handle and manage any claim on a manufacturer warranty for any defect in goods or materials provided as part of the Supply.
- (g) The Supplier shall deliver to the City all such documentation as the City may require to evidence any warranty required by this Section 3.6 or to evidence the Supplier's compliance with this Section 3.6, and the Supplier shall assign all warranties, and do all other things necessary, to ensure that the City receives the full benefit of each warranty or other covenant set forth in this Section 3.6.

3.7 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

REQUEST FOR QUOTATIONS NO. PS20140351
ELECTRICAL CONTRACTOR SERVICES
APPENDIX 3 - FORM OF AGREEMENT

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.
- (c) The Supplier acknowledges and agrees that the City shall retain complete discretion over the allocation of work, if any, to or among the Supplier and others included on the City's internal list(s) of standing-offer suppliers and, in connection therewith, may use a ranked list.

3.8 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 an applicable Terms Agreement, shall constitute a "Variation" and shall be governed by and subject to this Section 3.8.
- (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 (10) 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, as necessary, which such agreement must be evidenced in writing.
- (d) If no agreement is reached under 3.8(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 16.
- (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.

3.9 Tests; Defects and Acceptance

- (a) When, in the Supplier's judgement, a given item of 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.

REQUEST FOR QUOTATIONS NO. PS20140351
ELECTRICAL CONTRACTOR SERVICES
APPENDIX 3 - FORM OF AGREEMENT

- (b) If a Defect appears the testing described in the foregoing Section 3.9(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 3.9(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.
- (f) When the City is reasonably satisfied that a particular Supply has been completed and is without Defects, the City shall promptly issue to the Supplier a Certificate of Completion.
- (g) Without prejudice to any right or remedy of the City under this Agreement, performance of the Supplier's obligations in respect of the particular Supply shall not be considered to have been completed until the corresponding Certificate of Completion is issued in accordance with Section 3.9(f).

3.10 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.
- (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 3.10, the Supplier is responsible for the care of, and bears all of the risk of loss or damage to, each good, work or improvements supplied hereunder and each material used in connection with the Supply, until the completion of the Supply to the satisfaction of the City.

REQUEST FOR QUOTATIONS NO. PS20140351
ELECTRICAL CONTRACTOR SERVICES
APPENDIX 3 - FORM OF AGREEMENT

**ARTICLE 4
PREFERRED SUPPLIERS**

4.1 Procurement of Supplies

- (a) If so required by a particular Terms Agreement, the Supplier shall procure, in the name of and on behalf of the City those materials and/or services specified in the Terms Agreement as being required to be procured from a particular Preferred Supplier from such Preferred Supplier; and
- (b) Where no particular materials and/or services are specified in as being required to be procured from a particular Preferred Supplier, materials or services that are in any event required for purposes of the Supply shall be procured by the Supplier in accordance with Good Industry Practice.
- (c) Every procurement referred to in Sections 4.1(a) and 4.1(b) shall be in accordance with the City Policies (if and insofar as applicable) and otherwise the provisions of this Agreement.

4.2 Information Concerning Alternative Suppliers

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

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

4.3 Use of Alternative Suppliers

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

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

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

REQUEST FOR QUOTATIONS NO. PS20140351
ELECTRICAL CONTRACTOR SERVICES
APPENDIX 3 - FORM OF AGREEMENT

ARTICLE 5
CONTRACT MANAGERS

5.1 City's Managers

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

5.2 Supplier's Managers

- (a) The Supplier hereby designates each of [●] and [●] as a "Supplier's Manager." Each Supplier's Manager, including any additional Supplier's Managers designated by the Supplier in accordance herewith, has, for so long as he or she remains a Supplier's Manager, full authority to act on behalf of the Supplier in relation to all matters arising under this Agreement, and any instruction given by the City (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 notice to the other Party. In the case of the Supplier, any such designation or removal must be in writing to the City.

ARTICLE 6
SUPPLIERS' WARRANTIES AND COVENANTS

6.1 General Representations and Warranties

The Supplier represents and warrants that:

- (a) the Supplier has the full right, power, and authority to enter into this Agreement and to perform the Supply;
- (b) the Supplier is a [●] duly organized, validly existing and in good standing under the laws of [●] and is lawfully authorized to do business in the Province of British Columbia;
- (c) the Supplier is not a party to or bound by any agreement (written or oral), indenture, instrument, licence, permit or understanding or other obligation or restriction under the terms of which the execution, delivery or performance of this Agreement does or shall constitute or result in a violation or breach;

REQUEST FOR QUOTATIONS NO. PS20140351
ELECTRICAL CONTRACTOR SERVICES
APPENDIX 3 - FORM OF AGREEMENT

- (d) the Supplier has a valid City of Vancouver business license;
- (e) all statements made by the Supplier in its Quotation 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; and
- (i) the Supplier's and any Subcontractors' employees are accredited to carry out the relevant portions of the Supply to the extent required by applicable Laws and all of them are appropriately skilled, competent and experienced and possess relevant qualifications having regard to the nature and extent of the Supply and the Sites,

and each of the foregoing representations and warranties shall be deemed to be repeated by the Supplier at the time of execution of each Terms Agreement.

6.2 General Health and Safety-Related Acknowledgements and Covenants

The Supplier shall:

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

REQUEST FOR QUOTATIONS NO. PS20140351
ELECTRICAL CONTRACTOR SERVICES
APPENDIX 3 - FORM OF AGREEMENT

- (h) to the extent a "prime contractor", as defined in the WCA, is not already designated by the City for any portion of a Site, be and act as the prime contractor, and the Supplier 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 and to the applicable competent authorities (if and to the extent required by the OHS Requirements);
- (c) promptly take all reasonable steps necessary to avoid recurrence of the violation;
- (d) communicate to the City its plan to avoid recurrence of the violation; and
- (e) without prejudice to the foregoing Section 6.3(c), promptly remove any person responsible for the violation from the provision of the Supply if reasonable to do so or if requested to do so by the City.

6.4 Covenants Regarding the Environment

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

**REQUEST FOR QUOTATIONS NO. PS20140351
ELECTRICAL CONTRACTOR SERVICES
APPENDIX 3 - FORM OF AGREEMENT**

The Supplier shall not Release nor permit the Release of any Hazardous Substances into the environment. The Supplier is solely responsible for all Hazardous Substances introduced to the Sites or the environment by the Supplier or its Representatives or Subcontractors, and the Supplier shall promptly and fully remediate, to the City's satisfaction, any release of Hazardous Substances on or from any Site, or in the vicinity of any Site.

6.5 Further Covenants Regarding the Sites

The Supplier shall:

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

6.6 Covenants Against Encumbrances

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

6.7 Absence of Conflicts of Interest

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

REQUEST FOR QUOTATIONS NO. PS20140351
ELECTRICAL CONTRACTOR SERVICES
APPENDIX 3 - FORM OF AGREEMENT

ARTICLE 7
PERSONNEL

7.1 Separate Personnel

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

7.2 Changes in Personnel

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

7.3 Key Project Personnel

- (a) Where there are Key Project Personnel the Supplier shall:
 - (i) use best endeavours to retain Key Project Personnel for the duration of the provision of the Supply;
 - (ii) take reasonable steps to ensure that Key Project Personnel dedicate their time fully to the Supply (unless otherwise agreed or approved by the City in writing);
 - (iii) promptly inform the City should any of the Key Project Personnel leave, or give notice of an intention to leave the Supplier, and obtain a substitute or substitutes;
 - (iv) not reassign or allow the reassignment of the Key Project Personnel to other projects during the term of this Agreement without the City's prior written consent (such consent not to be unreasonably withheld or delayed); and

REQUEST FOR QUOTATIONS NO. PS20140351
ELECTRICAL CONTRACTOR SERVICES
APPENDIX 3 - FORM OF AGREEMENT

- (v) take all reasonable steps to ensure that the Key Project Personnel perform their roles and responsibilities in accordance with any organisational structure agreed in writing between the Parties.
- (b) If:
 - (i) the Supplier wishes to reassign or to replace an individual designated as Key Project Personnel; or
 - (ii) an individual designated as Key Project Personnel gives notice of his or her intention to leave or is otherwise no longer able to perform the duties, including for reasons of illness, injury or personal hardship,the Supplier shall provide a substitute with experience and qualifications equivalent or greater than the Key Project Personnel to be replaced, and shall provide documentation to the City to establish such experience and qualifications.
- (c) Key Project Personnel who are reassigned to other work shall, to the extent possible, remain available to the project team until completion of the relevant Supply.
- (d) All the Supplier's Key Project Personnel must be fluent in both spoken and written English, except as may be agreed to the contrary between the City and the Supplier in relation to specific individuals or positions to be filled from time to time.

**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, each within seven days after the last day of the quarter to which it relates, provided that no such reports shall be required to be prepared or submitted during any period in which the Supplier has not been engaged to provide any Supply.
- (b) Each such progress report shall include (as a minimum):
 - (i) charts and detailed descriptions of progress in preparing Documentation and in otherwise delivering the Supply;
 - (ii) copies of any quality assurance documents;
 - (iii) disclosure in such form as may be required by the City 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

REQUEST FOR QUOTATIONS NO. PS20140351
ELECTRICAL CONTRACTOR SERVICES
APPENDIX 3 - FORM OF AGREEMENT

- (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

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

ARTICLE 9 PAYMENT; AUDITS

9.1 Payment to the Supplier

- (a) Subject to ARTICLE 12 and Section 9.3, the City shall pay the Supplier for the Supply in accordance with Schedule B (Prices for Supply), following the receipt of invoices prepared and delivered in accordance with Section 9.2(b) and Section 9.3.
- (b) Notwithstanding any other provision hereof, prior to making any payment under this Agreement, the City shall determine whether the *Builders Lien Act* (British Columbia) applies to this Agreement and, if so:
 - (i) payments made under this Agreement shall be subject to ten percent withholding, in the form of a lien holdback, to be held by the City in accordance with the provisions of the statute; and
 - (ii) the lien holdback shall be released by the City 56 days after the issuance of a certificate of completion in conformity with the *Builders Lien Act* (British Columbia) in relation to the Supply if no liens then exist.
- (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 the prices stated in Schedule B and the prices stated in each Terms Agreement 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

REQUEST FOR QUOTATIONS NO. PS20140351
ELECTRICAL CONTRACTOR SERVICES
APPENDIX 3 - FORM OF AGREEMENT

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 any purchase order of the City relating to the particular 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;
 - (vi) all supporting documentation relating to disbursements; andsuch other information as the City may require from time to time.
- (c) Any terms or conditions proposed by the Supplier to govern any 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, by email to APInvoice@vancouver.ca, or to such other address as is specified in an applicable purchase order. The City shall thereafter pay the invoice within 30 days, provided the other requirements of this Agreement have been satisfied and subject to the other provisions hereof.
- (b) The City shall not be liable for any interest on any invoice amount in respect of any period for any reason.

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.

REQUEST FOR QUOTATIONS NO. PS20140351
ELECTRICAL CONTRACTOR SERVICES
APPENDIX 3 - FORM OF AGREEMENT

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 relevant Supply or the 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 relevant Supply or the earlier termination of this Agreement, the City can itself, on notice of not less than 14 days, require that a firm of accountants, surveyors or other auditors nominated by it audit any such records and accounts of the Supplier by attending during normal working hours at the office where the records are maintained. For avoidance of doubt, any records and accounts or other documents provided by the Supplier in accordance with this Section 9.6(b) shall be provided only subject to the accountants, surveyors or other auditors, and each of them, being subject to and agreeing to meet such of the Supplier's reasonable requirements as to confidentiality as the Supplier deems (at its sole discretion) to be appropriate in the circumstances; and
- (c) Any overpayments by the City discovered during the course of any such audit pursuant to Section 9.6(b) shall be payable by the Supplier to the City within 30 days of such discovery, and if the overpayments have been caused by an act or omission of the Supplier and the amount of those overpayments is no less than one quarter of the total amount paid by the City to the Supplier in respect of the relevant 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 an applicable Terms Agreement, to the Supplier for the purpose of the Supply, the personnel, equipment, facilities, services (including services of third parties) and information described in such Terms Agreement as being required to be supplied by the City.

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.

REQUEST FOR QUOTATIONS NO. PS20140351
ELECTRICAL CONTRACTOR SERVICES
APPENDIX 3 - FORM OF AGREEMENT

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 areas of the Site so as to permit the Supplier to provide the Supply in accordance with the City's instructions and, in cases in which there is a Terms Agreement, such access shall be provided on and from the date established in a Terms Agreement for the provision of the Supply at the Site.

**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) any claim by a Subcontractor under the *Builders Lien Act* (British Columbia);
 - (C) damage to the natural environment, including any remediation cost recovery claims;
 - (D) loss or damage arising from a claim by any third party concerning or arising out of the Supply, or by any employee or Subcontractor of the Supplier for any reason;
 - (E) occupational illness, injury or death of any person, whether at a Site or otherwise, which occurs during, or as a result of, the provision of the Supply;
 - (F) failure by the Supplier to fully comply with the provisions of this Agreement;
 - (G) breach by the Supplier or any Subcontractor of any Law in the course of, or as a result of, the provision of the Supply;
 - (H) actual or alleged infringement of any Intellectual Property Rights caused by the provision of the Supply or the use of any process, work, material, matter, thing or method used or supplied by the Supplier or any Subcontractor in the provision of the Supply; or
 - (I) breach of the warranties of the Supplier contained herein,

REQUEST FOR QUOTATIONS NO. PS20140351
ELECTRICAL CONTRACTOR SERVICES
APPENDIX 3 - FORM OF AGREEMENT

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

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

11.2 Contamination of Lands

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

- (a) undertake all necessary audits, investigations, tests and surveys to determine the nature and extent of the contamination or pollution;
- (b) notify the City of the nature and extent of the contamination or pollution and any proposed or required work necessary to control, abate, dissipate or remove (as appropriate) the pollution or contamination as required by Environmental Laws; and
- (c) undertake the work referred to in the foregoing 11.2(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) below, where it appears that a person is or may be entitled to indemnification from the Supplier in respect of all (but not part only) of the liability arising out of a claim, such person entitled to indemnification may at its sole election and subject to:
 - (i) approval by any relevant insurers (without prejudice to Section 11.3(f)); and
 - (ii) the Supplier providing the party entitled to indemnification with a secured indemnity to its reasonable satisfaction against all costs and expenses (including legal expenses) that it may incur by reason of such action,

REQUEST FOR QUOTATIONS NO. PS20140351
ELECTRICAL CONTRACTOR SERVICES
APPENDIX 3 - FORM OF AGREEMENT

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

- (b) with respect to any claim conducted by the Supplier pursuant to Section 11.3(a) above:
 - (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) above; or
 - (ii) the Supplier fails to comply in any material respect with the provisions of Sections 11.3(a) and 11.3(b) above;
- (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) above applies. On receipt of such notice the Supplier shall promptly take all steps necessary to transfer the conduct of such claim to the person entitled to indemnification, and shall provide to the person entitled to indemnification all reasonable co-operation, access and assistance for the purposes of considering and resisting such claim;
- (e) if the Supplier pays to the person entitled to indemnification an amount in respect of an indemnity and the person entitled to indemnification subsequently recovers (whether by payment, discount, credit, saving, relief or other benefit or otherwise) a sum which is directly referable to the fact, matter, event or circumstances giving rise to the claim under the indemnity, the person entitled to indemnification shall forthwith repay to the Supplier whichever is the lesser of:
 - (i) an amount equal to the sum recovered (or the value of the saving or benefit obtained) less any out-of-pocket costs and expenses (including legal expenses) properly incurred by the person entitled to indemnification in recovering the same; and
 - (ii) the amount paid to the person entitled to indemnification by the Supplier in respect of the claim under the relevant indemnity,

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

REQUEST FOR QUOTATIONS NO. PS20140351
ELECTRICAL CONTRACTOR SERVICES
APPENDIX 3 - FORM OF AGREEMENT

- (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 an insurer authorized to carry on business within British Columbia, during the term of this Agreement and for a period of five years afterwards:
 - (i) commercial general liability insurance with coverage of not less than two million dollars (\$2,000,000) per occurrence and at least two million dollars (\$2,000,000) of annual aggregate coverage endorsing the City as an additional insured on a primary and non-contributory basis and providing a waiver of subrogation in favour of the City;
 - (ii) motor vehicle liability insurance for owned and leased vehicles with limits of five million dollars (\$5,000,000) for accidental injury to or death of one or more persons or damage to or destruction of property as a result of any one accident and, where the policy has been issued pursuant to a government operated automobile insurance system, the Supplier will provide the City's Director of Risk Management with confirmation of the automobile insurance coverage for all automobiles registered in the name of the Supplier or any third party provider used in connection with this Agreement; and
 - (iii) contractor's equipment insurance covering all equipment owned or rented by the Supplier, Subcontractor(s) and their respective servants, agents or employees against all risks of loss or damage, which must contain a waiver of subrogation against 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 and the prices specified in any Terms Agreement.
- (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.

REQUEST FOR QUOTATIONS NO. PS20140351
ELECTRICAL CONTRACTOR SERVICES
APPENDIX 3 - FORM OF AGREEMENT

**ARTICLE 12
FORCE MAJEURE; TERMINATION**

12.1 Force Majeure

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

12.2 City Suspension and Termination Rights

The City shall have the following rights:

- (a) The City may order the suspension of all or part of the Supply at any time and for such period as it determines, by notice with immediate effect to the Supplier, in the event of a Safety Incident; and upon receipt of any such notice of suspension, the Supplier shall immediately cease performing any Supply, minimize expenditure and comply with any reasonable instructions of the City relating to such Safety Incident, including any investigations.
- (b) Without prejudice to Section 12.2(a), the City may suspend all or part of the Supply (for such period as its determines) or terminate this Agreement at any time (and for its convenience) upon 30 days' written notice to the Supplier, which shall immediately upon receipt of such notice take all reasonable steps to wind down the performance of any Supply and to minimize expenditure, including complying with any instructions from the City as to how to do so.

REQUEST FOR QUOTATIONS NO. PS20140351
ELECTRICAL CONTRACTOR SERVICES
APPENDIX 3 - FORM OF AGREEMENT

- (c) If the City reasonably considers that the Supplier is not discharging any of its material obligations under this Agreement, the City may inform the Supplier by notice stating the grounds for the notice. If evidence of remediation satisfactory to the City, is not received as soon as practicable or in any case within 14 days or such longer period as agreed by the Parties, the City may by a further notice to the Supplier of at least 14 days terminate this Agreement.
- (d) The City may terminate this Agreement with immediate effect if:
 - (i) the Supplier becomes bankrupt or insolvent, goes into liquidation, has a receiver or administrator appointed over it or any of its assets of undertaking, enters into any arrangement for the benefit of its creditors, becomes the subject of any moratorium or carries on business under a receiver, trustee, manager or arrangement for the benefit of its creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events; or
 - (ii) a Change in Control of the Supplier occurs and the City reasonably considers that the Change in Control shall substantively affect the Supplier's ability to perform its obligations under this Agreement.

12.3 Supplier Termination Rights

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

12.4 Consequences of Termination

The following consequences shall apply upon a termination:

- (a) On termination of this Agreement for any reason, the Supplier shall, as soon as reasonably practicable:
 - (i) deliver to the City all work and Documentation produced by or on behalf of the Supplier during the course of performing the Supply;
 - (ii) return (or destroy if otherwise directed by the City in writing) all Confidential Information provided to it for the purposes of this Agreement;
 - (iii) return all of the City's Site access cards, equipment and other items provided under this Agreement, failing which, the City may enter the relevant premises and take possession thereof, and, until any such access

REQUEST FOR QUOTATIONS NO. PS20140351
ELECTRICAL CONTRACTOR SERVICES
APPENDIX 3 - FORM OF AGREEMENT

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.

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 3.6 and 9.6 and ARTICLE 11, ARTICLE 14 and ARTICLE 16 shall remain in force.

ARTICLE 13 ASSIGNMENT AND SUBCONTRACTING

13.1 Assignment

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

13.2 Subcontracting

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

REQUEST FOR QUOTATIONS NO. PS20140351
ELECTRICAL CONTRACTOR SERVICES
APPENDIX 3 - FORM OF AGREEMENT

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
PRIVACY; CONFIDENTIALITY**

14.1 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.

14.2 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.

14.3 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.

14.4 Disclosure to Representatives

A Party may disclose the other Party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that it informs such Representatives of the confidential nature of the Confidential Information prior to disclosure, and at all times it is responsible for such Representatives' compliance with the confidentiality obligations set out in this ARTICLE 14.

14.5 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.

14.6 Other Disclosures by the City

The City's obligations under this ARTICLE 14 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 14, 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.

REQUEST FOR QUOTATIONS NO. PS20140351
ELECTRICAL CONTRACTOR SERVICES
APPENDIX 3 - FORM OF AGREEMENT

14.7 Interpretation; Enforcement and Survival

The Parties acknowledge that a breach of any of the obligations or provisions contained in this ARTICLE 14 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 15
TAXES**

15.1 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, the "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.

15.2 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 15.2(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 15.2(a).
- (d) If the City does not withhold an amount under Section 15.2(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 15.2(a).

**ARTICLE 16
DISPUTE RESOLUTION**

16.1 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.

REQUEST FOR QUOTATIONS NO. PS20140351
ELECTRICAL CONTRACTOR SERVICES
APPENDIX 3 - FORM OF AGREEMENT

16.2 Arbitration

- (a) In the event that Parties agree to arbitration pursuant to Section 16.1:
 - (i) 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;
 - (ii) 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
 - (iii) the arbitration shall take place in Vancouver, British Columbia and shall be governed by the laws of British Columbia.

**ARTICLE 17
MISCELLANEOUS**

17.1 Time of the Essence

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

17.2 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.

17.3 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 Section 17.3(a) or ARTICLE 11, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Supplier.

17.4 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.

17.5 Amendments and Waiver

Subject to Section 3.8, 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.

REQUEST FOR QUOTATIONS NO. PS20140351
ELECTRICAL CONTRACTOR SERVICES
APPENDIX 3 - FORM OF AGREEMENT

17.6 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:

(i) If to the Supplier:

[Supplier name]
[address]

Attention: [●]

Facsimile: [●]

(ii) If to the City:

City of Vancouver
[department]
453 West 12th Avenue
Vancouver, British Columbia V5Y 1V4

Attention: [●]

Facsimile: [●]

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.

REQUEST FOR QUOTATIONS NO. PS20140351
ELECTRICAL CONTRACTOR SERVICES
APPENDIX 3 - FORM OF AGREEMENT

17.7 Governing Law and Jurisdiction

- (a) This Agreement is governed by and must be construed in accordance with the laws of the Province of British Columbia.
- (b) All provisions of the *International Sale of Goods Act* (British Columbia) are specifically excluded from application to this Agreement.
- (c) This Agreement is subject to the exclusive jurisdiction of the courts in the Province of British Columbia except:
 - (i) as otherwise agreed by the Parties pursuant to ARTICLE 16; and
 - (ii) to the extent necessary to enforce, in another jurisdiction, any decision or award made pursuant to ARTICLE 16 or any judgment of any court in the Province of British Columbia.

17.8 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.

17.9 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.

17.10 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.

REQUEST FOR QUOTATIONS NO. PS20140351
ELECTRICAL CONTRACTOR SERVICES
APPENDIX 3 - FORM OF AGREEMENT

17.11 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.

17.12 Voluntary Agreement

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

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

[Supplier name]

By: _____	_____
Signature	Print Name and Title
_____	_____
Signature	Print Name and Title

CITY OF VANCOUVER

By: _____	_____
Signature	Print Name and Title
_____	_____
Signature	Print Name and Title
_____	_____
Signature	Print Name and Title

REQUEST FOR QUOTATIONS NO. PS20140351
ELECTRICAL CONTRACTOR SERVICES
APPENDIX 3 - FORM OF AGREEMENT

SCHEDULE A
SCOPE OF GOODS AND SERVICES

[To be finalized at the contract stage. To include a clear definition of Project-Based Services.]

REQUEST FOR QUOTATIONS NO. PS20140351
ELECTRICAL CONTRACTOR SERVICES
APPENDIX 3 - FORM OF AGREEMENT

SCHEDULE B
PRICES FOR SUPPLY

[To be finalized at contract stage.]

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.

REQUEST FOR QUOTATIONS NO. PS20140351
ELECTRICAL CONTRACTOR SERVICES
APPENDIX 3 - FORM OF AGREEMENT

SCHEDULE C
FORM OF TERMS AGREEMENT

TERMS AGREEMENT

THIS TERMS AGREEMENT is made as of [●], 20[●]

BETWEEN:

[supplier name], a [corporation] organized under the laws of [●] and having an office at [address]

(hereinafter referred to as the "Supplier")

AND:

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

(hereinafter referred to as the "City")

PURSUANT AND SUBJECT TO that certain Standing Offer Agreement between the Supplier and the City dated as of [date] (the "Standing Offer Agreement").

1. Capitalized terms used herein but not defined herein have the respective meanings ascribed thereto in the Standing Offer Agreement.
2. The Supply to which this Terms Agreement applies, and the requirements to be achieved by the Supplier in relation thereto are the following:

A - Specific Work and Deliverables

B - Items to be Provided by the City

C - Schedule and Time(s) for Completion

D - Preferred Suppliers

REQUEST FOR QUOTATIONS NO. PS20140351
ELECTRICAL CONTRACTOR SERVICES
APPENDIX 3 - FORM OF AGREEMENT

E - Key Project Personnel

F - Price

3. Supplier's Offer

Subject to the terms and conditions of the Agreement, the Supplier hereby offers to perform the Supply described above, upon the terms and conditions described above, and for the price specified above.

Signature on behalf of the Supplier:

Signature

Date (yyyy-mm-dd)

Name (print)

Title (print)

4. City's Acceptance

Subject to the terms and conditions of the Agreement, the Supplier is hereby directed to promptly proceed with the Supply described above, upon the terms and conditions described above, and for the price described above.

Signature on City's Project Manager:

Signature

Date (yyyy-mm-dd)

Name (print)

Title (print)

REQUEST FOR QUOTATIONS NO. PS20140351
ELECTRICAL CONTRACTOR SERVICES
APPENDIX 3 - FORM OF AGREEMENT

SCHEDULE D
CITY POLICIES

1. The City's Supplier Code of Conduct as updated from time to time by the City.
2. City of Vancouver Electrical By-law

REQUEST FOR QUOTATIONS NO. PS20140351
ELECTRICAL CONTRACTOR SERVICES
APPENDIX 3 - FORM OF AGREEMENT

SCHEDULE E
FORM OF LETTER AGREEMENT

[Date]

[Supplier Name and Address]

Dear Sir or Madam,

Re: Agreement based upon the Standing Offer Agreement between [Supplier Name] and City of Vancouver dated [date] (the "Base Agreement")

The purpose of this letter agreement (this "Agreement") is to set out the terms and conditions upon which [Supplier Name] (the "Supplier") shall supply [description of service] to [Name of Other City Entity] (the "Purchaser").

Please have a duly authorized representative of the Supplier execute this Agreement and return one copy to the Purchaser.

1. Application of Base Agreement

The Supplier shall supply [description of service] to the Purchaser at the price(s) and otherwise pursuant to the terms and conditions stated in the Base Agreement, as though each reference to the City of Vancouver or the "City" in the Base Agreement were instead a reference to the Purchaser, with the exceptions stated in the following Section 2.

2. Variations from the Base Agreement

- (a) The Supplier's invoices to the Purchaser shall be submitted to the following mailing and/or email addresses, rather than the addresses stated in Section 9.3 of the Base Agreement: [address]. The Purchaser's contact information for purposes of the application of Section 18.6 of the Base Agreement shall be the following in lieu of the City of Vancouver address, contact name and facsimile number stated in the Base Agreement: [address, contact name and fax number].
- (b) Section 3.1(f) of the Base Agreement shall be excluded from the agreement between the Supplier and the Purchaser.

3. Miscellaneous

- (a) This Agreement shall terminate upon the expiry or termination of the Base Agreement.
- (b) This Agreement is governed by and must be construed in accordance with the laws of the Province of British Columbia.

- end of page -

REQUEST FOR QUOTATIONS NO. PS20140351
ELECTRICAL CONTRACTOR SERVICES
APPENDIX 3 - FORM OF AGREEMENT

- (c) 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. 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.

Yours truly,

[Name and Title of Other City Entity
Signatory]

Accepted and agreed on behalf of [Supplier Name]:

Signed: _____ Date: _____

Name: _____

Title: _____

REQUEST FOR QUOTATIONS NO. PS20140351
ELECTRICAL CONTRACTOR SERVICES
APPENDIX 4 - INFORMATION MEETING ATTENDANCE FORM

APPENDIX 4
INFORMATION MEETING ATTENDANCE FORM



FINANCIAL SERVICES GROUP
Supply Management

Re. Request for Quotations No. PS20140351, Electrical Contractor Services

To acknowledge your intent to attend the Information Meeting and to ensure that you receive the required information, please submit this form to the person identified below in accordance with the RFQ:

Gamaliel Martinez
City of Vancouver
Facsimile: 604-873-7057
Email: gamaliel.martinez@vancouver.ca

Vendor's Name: _____

Address: _____

Key Contact Person: _____

Telephone: _____ Facsimile: _____

E-mail: _____ Incorporation Date: _____

Our company WILL / WILL NOT attend the information meeting for Request for Quotations No. PS20140351, Electrical Contractor Services.

Signature

Name of Authorized Signatory

E-mail Address

Date



**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

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

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

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

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

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

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

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

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

7. **PROFESSIONAL LIABILITY INSURANCE**

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

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

8. **OTHER INSURANCE**

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

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

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

Section 8 b) – City staff to select the required # of days Written Notice before sending the certificate out for completion
 Section 2 through 8 – to be completed and executed by the Insurer or its Authorized Representative

1. **THIS CERTIFICATE IS ISSUED TO:** City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
and certifies that the insurance policies as listed herein have been issued to the Named Insured(s) and are in full force and effect as of the effective date of the agreement described below.
2. **NAMED INSURED:** *[must be the same name as the Permittee/Licensee or Party(ies) to Contract and is/are either an individual(s) or a legally incorporated company(ies)]*

MAILING ADDRESS: _____

LOCATION ADDRESS: _____

DESCRIPTION OF OPERATION, CONTRACT, AGREEMENT, LEASE, PERMIT OR LICENSE: _____

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

(All Risks Coverage including Earthquake and Flood)	INSURED VALUES: (Replacement Cost)
INSURER: _____	Building and Tenants' Improvements: \$ _____
TYPE OF COVERAGE: _____	Contents and Equipment: \$ _____
POLICY NUMBER: _____	Deductible Per Loss: \$ _____
POLICY PERIOD: From _____ to _____	

4. **COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)**
 Including the following extensions: **LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)**

<input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> Products and Completed Operations <input checked="" type="checkbox"/> Cross Liability or Severability of Interest <input checked="" type="checkbox"/> Employees as Additional Insureds <input checked="" type="checkbox"/> Blanket Contractual Liability <input checked="" type="checkbox"/> Non-Owned Auto Liability INSURER: _____ POLICY NUMBER: _____ POLICY PERIOD: From _____ to _____	Per Occurrence: \$ _____ Aggregate: \$ _____ 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 _____	<i>If vehicles are insured by ICBC, complete and provide Form APV-47.</i>

6. **UMBRELLA OR** **EXCESS LIABILITY INSURANCE** **LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)**

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

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

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

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE _____

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