



REQUEST FOR QUOTATIONS NO. PS20150999 (the "RFQ")
Supply, Delivery and Service of Appliances

Quotations are to be addressed to the Supply Chain Management, 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 October 15, 2015 (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 must be marked with the vendor's name and the RFQ title and number.
3. "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.
4. Please take note of the Key Dates below:

Deadline for Enquiries	4:00 PM, October 8, 2015
Closing Time	3:00 PM, October 15, 2015

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 FAX OR EMAIL.
7. All queries related to this RFQ should be submitted in writing to the attention of:

Jing Fan, Buyer

Email: jing.fan@vancouver.ca

(the "Contact Person")

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INSTRUCTIONS TO VENDORS

1.0 INTRODUCTION AND SUBMISSION INSTRUCTIONS

- 1.1 The City of Vancouver (the "City") is seeking quotations to determine if it will enter into a supply agreement in respect of supply, deliver and remove all packing materials for approximately 200 appliances on an annual basis for a number of City of Vancouver Housing Operations locations owned and/or operated by the City of Vancouver. Vendors will also have the ability to service and repair the appliances as required.
- 1.2 Vendors should carefully review Appendix 1 - Requirements for a detailed description of the City's requirements.
- 1.3 **THIS IS NOT AN INVITATION TO TENDER. VENDORS ARE NOT REQUIRED TO SUBMIT IRREVOCABLE OFFERS.**
- 1.4 Vendors should carefully review the City's intended form of agreement attached as Appendix 5 with its quotation. If the quotation is inconsistent with any part of the form of agreement, the vendor must so state and must propose alternative contract language as part of its quotation using section 2.0 of the Quotation Form.
- 1.5 Vendors should submit quotations on the form provided and complete all sections in the Quotation Form. Failure to do so may result in the quotation being put aside and given no further consideration.
- 1.6 If a vendor believes that the City may be unable to select it due to a conflict of interest, but is uncertain about this, the vendor is urged to contact the individual named on the cover page above as soon as possible with the relevant information so that the City may advise the vendor regarding the matter.

2.0 SUSTAINABILITY

- 2.1 The City's Procurement Policy, Ethical Purchasing Policy and related Supplier Code of Conduct found at <http://vancouver.ca/doing-business/selling-to-and-buying-from-the-city.aspx> align the City's approach to procurement with its corporate social, environmental and economic sustainability values and goals. They evidence the City's commitment to maximize benefits to the environment through product and service selection, and to ensure safe and healthy workplaces, where human and civil rights are respected.
- 2.2 Each vendor is expected to: (a) complete the form attached as Appendix 2 - Declaration of Supplier Code of Conduct Compliance and Appendix 3 - Assessment of Vendor Sustainability Leadership Questionnaire and Appendix 4 - Goods Sustainability Requirement and attach it to its quotation; and (b) adhere to the supplier performance standards set forth in the Supplier Code of Conduct. In addition, the Ethical Purchasing Policy shall be referred to in the evaluation of quotations, to the extent applicable.
- 2.3 Vendors are to provide environmentally sensitive products or services wherever possible. Where there is a requirement that a vendor supply materials, and where such materials may cause adverse environmental effects, the vendor should indicate the nature of the hazard(s) in its quotations. Furthermore, each vendor is asked to advise the City of any known alternatives or substitutes for such materials that would mitigate such adverse effects.

3.0 INQUIRIES

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

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

4.0 PRICING

- 4.1 Prices quoted are to be exclusive of provincial sales tax payable by the City under the *Provincial Sales Tax Act* ("PST"), but exclusive of any tax calculated upon such prices under the federal *Excise Tax Act* ("GST"), where applicable, except where expressly requested to the contrary.
- 4.2 The term of any Agreement is expected to be a three-year period with two (2) possible one-year extensions, for a maximum total term of five years.
- 4.3 Fixed prices must be quoted for the initial term of the vendor's proposed agreement. Pricing for each of the subsequent one-year extensions will be negotiable provided that any requested price change must be submitted to the City in writing for approval and acceptance at least sixty (60) days prior to the end of the twelve (12) month initial term or each of the twelve (12) month extension terms, as the case may be.
- 4.4 Prices are to be quoted DDP destination (Incoterms 2010) and include all taxes (excluding GST and PST, except where expressly requested to be included), fees, charges, overhead, profit and other expenses or costs of any kind whatsoever necessary for or incidental to the supply and delivery of the specified item..
- 4.5 Prices are to be quoted in Canadian currency.

5.0 ADDRESS(ES) FOR DELIVERIES OR WORK

- 5.1 Any successful vendor may be asked to deliver goods to and perform repair services at the locations stated in Section 6.0 of Appendix 1 - Requirements, or to such other address as are specified in a City contract or purchase order.

6.0 DELIVERY TIMES OR WORK SCHEDULES

- 6.1 Vendors are asked to state in their quotations the lead-time(s) from the placement of an order to delivery of goods or completion of work. The City may give precedence to vendors who can deliver goods to any delivery address stated in Section 6.0 of Appendix 1. Deliveries must be made between 8:00 a.m. and 3:00 p.m., Monday to Friday, excluding statutory holidays, unless other arrangements have been agreed to in writing.

7.0 QUANTITIES

- 7.1 Each quantity stated herein is the City's best estimate of its requirements. Actual quantities may vary. The City makes no guarantee that the quantities set forth represent the actual quantities of materials that the City will be purchasing annually during the term of the Contract.

8.0 TERMS OF PAYMENT

- 8.1 The City's proposed payment terms are as indicated in the form of agreement attached as Appendix 5; 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.
- 8.2 Vendors should indicate in Section 9.0 of the Quotation Form whether they can accept payment by EFT (electronic funds transfer) and/or by credit card.

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9.0 CONTRACTING

- 9.1 The City currently expects that the result of this RFQ will be that it will contact a successful vendor to entry into a contract in the form of Appendix 5.
- 9.2 The City may elect not to buy anything or enter into any contract as a result of this RFQ. The City may elect to enter into a contract or place an order resulting from this RFQ with one vendor or more than one vendor. The City is not obligated to enter into an exclusive arrangement with any vendor or to purchase any quantity of goods or services.
- 9.3 Where the head office of a successful vendor is located within the City of Vancouver and/or where a successful vendor is required to perform services at a site located within the City of Vancouver, the successful vendor is required to have a valid City of Vancouver business license (or, if available, a Metro West Inter-municipal Business License).

10.0 WARRANTY

- 10.1 All Products provided under the Contract shall be covered by the Supplier's and the manufacturer's normal written guarantee and/or warranty as set out in Section 3.8 of the form of agreement, against defects in materials, workmanship and performance.

11.0 ALTERNATIVES / DEVIATIONS

- 11.1 If a vendor offers goods or services that do not meet all of the requirements of Appendix 1 instead of, or as an alternative to, goods or services meeting all of such requirements, the deviations or alternatives should be indicated in Section 2 of the Quotation Form and submitted with the vendor's quotation. The City may elect to consider and/or accept an offer of goods or services 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 or services meeting all of the requirements of Appendix 1.

12.0 EVALUATION CRITERIA

- 12.1 Quotations will be evaluated to determine which are likely to offer the overall best value to the City. The City expects to place the greatest emphasis on price; however, the City may take into account other factors affecting value, including those concerning quality, service or sustainability, and other considerations including, but not limited to the City's assessment of:
- (a) a vendor's ability to meet the specifications and requirements stated in the RFQ, including but not limited to the requirements indicated in Appendix 1;
 - (b) product quality and satisfaction of current industry standards;
 - (c) a vendor's past performance;
 - (d) overall cost, including as appropriate: purchase price, order pick up and transport costs, installation costs and maintenance costs;
 - (e) proposed lead-times and strategic delivery capabilities;
 - (f) availability of parts and service, warranties, and compatibility with existing goods;
 - (g) sustainability initiatives that would support the City's economic and social sustainability values and goals; and
 - (h) any other criteria the City deems, in its sole and absolute discretion, necessary to evaluate a vendor's offer.

Therefore, the City may accept a quotation other than the lowest quotation.

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- 12.2 The City may elect to not accept any quotation, and may terminate or amend this RFQ at anytime.
- 12.3 The City may discuss or negotiate variations from the scope of the RFQ or changes to the scope of supply to be offered by a vendor or the pricing therefor, with any one or more of the vendors responding to the RFQ without having any duty or obligation to advise other vendors or to allow other vendors to vary their quotations as a result of such discussions or negotiations.

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 a supply agreement or an agreement imposing any duty of fairness on the City;
 - (b) 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(c));
 - (c) subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act (British Columbia)* and the City's right to publicly disclose information about or from any quotation, including without limitation names and prices, in the course of publicly reporting to the Vancouver City Council about the RFQ, the City will treat each 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
 - (d) 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(c).

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.

- 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

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that becoming a supplier to the City in response to this 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.

15.0 INSURANCE AND WORKERS' COMPENSATION COVERAGE

15.1 Certificate of Existing Insurance

Each vendor should submit with its quotation a Certificate of Existing Insurance, in the form of Appendix 6 to the RFQ, duly completed and signed by its insurance agent or broker as evidence of its existing insurance, along with a letter from its insurance broker or agent indicating whether or not (and, if not, then to what extent) it will be able to comply with the insurance requirements set out in Article 5 of the form of agreement, should the vendor be selected as a successful vendor. (Any successful vendor will also be required to provide proof of the satisfaction of all insurance requirements prior to or concurrently with the City entering into any Agreement.)

15.2 WorkSafeBC or Equivalent

Each vendor must include with its quotation a letter confirming its current WorkSafeBC registration.

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 QUOTATION FORM

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 and/or services 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 upon the pricing and other terms and conditions referred to below in this completed Quotation Form.

1.0 TABLE OF PRICES:

Table 1 - List of Appliance

Item	Description	*Examples of Brand and Model	Proposed Brand Name, Model	Lead-time (Weeks)	Est. Annual Qty	Unit Price
1.	Fridge (FS) - 18 Cu Ft	Frigidaire; FFHT122QW			2	
2.	Fridge (Apt) -12 Cu Ft	Frigidaire ; FFET1814QW			78	
3.	Fridge (Bar) - 2 Door	Danby; DCR032			30	
4.	Stove (24 in)	GE; JCAS730MWW			30	
5.	Stove (30 in)	GE; JB450DFWW			2	
6.	Microwave/Convection	Danby; DMW749SS			65	

**the Requirements state a brand name, a model, a make, the name of a manufacturer, a trade name or a vendor catalogue number, it is for the purpose of establishing a grade or quality of materials, goods or equipment only. It is not intended to rule out the use of other equivalent materials, goods or equipment. If, however, products other than those specified are proposed in any Quotation, the Quotation must explicitly include the names of such products and their manufacturers, any trade names and any applicable vendor catalogue numbers, and the City may request that the Vendor provide specific evidence of equivalency. Evidence of quality in the form of samples may also be requested.*

Table 2 -Labour Rates for Repair Services

Regular Hourly Rate	Overtime Rate

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QUOTATION FORM

- 1.1 Vendor should state discount percentage based on vendor's or manufacturers listed price for the parts that would be used for repairs.

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QUOTATION FORM

2.0 DEVIATIONS, ALTERNATIVES AND ADDITIONAL GOODS OR SERVICES

- (a) Are there goods and services with deviations, or alternative or additional goods or services suggested by the vendor? If yes, list them and their price(s), and describe them in detail below:

Description of Goods and Services:

(Describe the deviations or describe the alternative goods or services or suggested additional goods from Appendix 1. Attach documents if necessary.)

- (b) Are there any deviations from the terms and conditions of the form of agreement attached as Appendix 5 of this RFQ? If yes, list and describe them in detail below:

Description of Deviations from the Form of Agreement (Appendix 5):

3.0 DELIVERY LEAD-TIME

(Provide the information requested by Section 6.0 of the RFQ's Instructions to Vendors.)

4.0 RESPONSE TIME FOR REPAIR AND OVERALL REPAIR SERVICE WORK PLAN

(Provide the information requested by Section 8.0 of Appendix 1- Requirements.)

5.0 WORK PLAN

(Provide the information requested by Section 9.0 of Appendix 1 - Requirements.)

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6.0 ACCOUNT MANAGEMENT

(Provide the information requested by Section 10.0 of Appendix 1 - Requirements.)

7.0 WARRANTY

(Vendors should describe their warranty and manufacturer warranty in detail including but not limited to, warranty coverage, warranty term, extended warranty options, replacement, dispute resolution policy and procedures and anything related to warranty, as defined by Section 10.0 of the RFQ's Instructions to Vendors.)

8.0 SUSTAINABILITY

Please indicate in this Section 8.0 information concerning the sustainability of the goods or services offered. Please also refer to Section 2.0 of the RFQ's Instructions to Vendors and Appendix 4 Goods Sustainability Requirement.

9.0 TERMS OF PAYMENT

(Provide the information requested by Section 8.0 of the RFQ's Instructions to Vendors.)

10.0 CONFLICTS/COLLUSION/LOBBYING

(Provide the information requested by Section 14.0 of the RFQ's Instructions to Vendors.)

11.0 OTHER INFORMATION

(Please set forth in this Section 11.0 all other details requested or required by the RFQ, or which the vendor wishes to include as part of its offer)

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12.0 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's Instructions to Vendors (except as noted above); (b) it has read and understands the information in Appendix 1 and Appendix 5 of the RFQ; (c) it has noted herein any deviations from the requirements of Appendix 1 of the RFQ; and (d) it has completed, executed and attached hereto the forms set out in Appendix 2,3 and Appendix 4 of the RFQ, as well as having attached a letter from WorkSafeBC confirming the vendor's current registration.

Moreover, by signing this form, the vendor also acknowledges and agrees that it has determined that the terms and conditions stated in Appendix 5 would be acceptable to it, or it has noted required deviations above.

Company Name: _____

Signature of Authorized Signing Officer: _____ Date: _____

Name of Authorized Signing Officer: _____

Title of Authorized Signing Officer: _____

Mailing Address: _____

Cheque Payable/Remit to Address: _____

Telephone No.: _____ Fax No.: _____

Key Contact Person: _____ E-mail: _____

GST Registration No.: _____ Date and Jurisdiction of Incorporation: _____

City of Vancouver Business License No. _____

(or, if available, Metro West Inter-Municipal Business License No.): _____

WorkSafeBC Registration No.: _____

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APPENDIX 1 - REQUIREMENTS

APPENDIX 1 - REQUIREMENTS

**City of Vancouver - Supply, Deliver and Service of Small Appliances
(Fridge/Stove/Microwave/Convection
Ovens & other small appliances)**

1.0 Introduction

The City of Vancouver is seeking a contractor to supply, deliver and remove all packing materials for approximately 200 appliances on an annual basis for a number of City of Vancouver Housing Operations locations owned and/or operated by the City of Vancouver.

2.0 Background

The City presently operates ten housing facilities with 851 units of low cost housing for our tenants. The City provides a variety of kitchen appliances for tenant use in their individual suites, in common kitchen areas of the facility or in both areas.

3.0 Summary of Requirement

The successful vendor will be required to supply, deliver and remove all packing materials with an estimated annual volume of approximately 200 appliances.

The successful vendor will also have the ability to service and repair the appliances as required.

4.0 Work Scope

- Supply and deliver a variety of household appliances items indicated at table below;
- Provide repairs and service all warranty work as identified within 48 hours of notification; and
- The successful vendor will supply and service additional appliances if requested by the City.

5.0 City Provided

- All requirements for electrical and required venting will be the responsibility of the City.
- Access to city personnel to ensure access and delivery needs are met.

6.0 Deliverables

- Delivery and unloading will be in accordance to the terms set out in the Section 6.0 of Instructions to Vendors and the Section 3.4 under Appendix 5 Form of Agreement.

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 APPENDIX 1 - REQUIREMENTS

Table 1 Housing Locations & Estimated Appliance Needs - Annual 2015-2018:

2015 - 2018 Estimated Annual Appliance Requirements								
Residence/Lodge	Address	Fridge (FS)	Fridge (Apt)	Fridge (Bar)	Stove (30 in)	Stove (24 in)	Microwave / Convection	Estimated Total Units
Oppenheimer	450 E. Cordova		15			5		20
Roddan	124 Dunlevy		10			10		20
Antoinette	535 E. Cordova		5			5		10
Central	42 E. Cordova			10			10	20
Alexander	58 Alexander			10			10	20
New Continental	1067 Seymour		10			10		20
Barclay Heritage Square	1416-1440 Haro	2				2		4
Granville	1261 Granville		20				20	40
Gresham	716 Smythe		10				10	20
Kingsway Continental	3484 Kingsway		8	10			15	33
Total Units		2	78	30	2	30	65	207

*Equipment examples:				
Unit Type	est. # units	Brand	Model	
Fridge (FS) - 18 Cu Ft	2	Frigidaire	FFHT1222QW	
Fridge (Apt) - 12 Cu ft	78	Frigidaire	FFET1814QW	
Fridge (Bar)- 2 door	30	Danby	DCR032	
Stove (24 in)	30	GE	JCAS730MWW	
Stove (30 in)	2	GE	JB450DFWW	
Microwave/Convection	65	Danby	DMW749SS	
	207			

**the Requirements state a brand name, a model, a make, the name of a manufacturer, a trade name or a vendor catalogue number, it is for the purpose of establishing a grade or quality of materials, goods or equipment only. It is not intended to rule out the use of other equivalent materials, goods or equipment. If, however, products other than those specified are proposed in any Quotation, the Quotation must explicitly include the names of such products and their manufacturers, any trade names and any applicable vendor catalogue numbers, and the City may request that the Vendor provide specific evidence of equivalency. Evidence of quality in the form of samples may also be requested.*

7.0 Lead-times

- (a) The City's preference is to have minimum lead time for its appliance requirement.
- (b) Vendor should describe its program to manage, maintain and improve delivery schedule, minimize lead-times and how its program will deliver maximum benefit to the City.
- (c) Vendor should indicate their lead time capabilities in Section 3.0 of the Quotation Form.

8.0 Response Time For Repair and Overall Repair Service Work Plan

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APPENDIX 1 - REQUIREMENTS

The response time for all repair services is no more than 48 hours at each location stated in table 1 above. Vendors are required to state their detail work plan after they receive a service request from the City. Vendor should provide the repair service whether will be conducted by vendor itself or its subcontractor. Either way, please detail repair service process and capabilities such as, but not limited to the response time from receiving the call to the completion of repair services, parts inventory, number of repair technicians and their capability.

9.0 Work Plan

Vendor should describe in detail the sequential processes by which the vendor proposes to undertake the work, from the receipt of order to the completion of delivery at the destination.

10.0 Account Management

Vendor should describe a detail customer service processes and capabilities such as, but not limited to: the order and delivery processes, the day-to-day services and other operational processes.

The vendor should also identify and provide the key personnel that would perform as a designated contact person who will make decisions for the contract implementation and escalation process as required and who will serve as a point of contact for the City relating to the ordering process and day-to-day operation as specified herein.

11.0 Warranty

All products provided under the contract shall be covered by the vendor's and the manufacturer's normal written guarantee and/or warranty (minimum of one year) against defects in materials, workmanship and performance, as set forth in the Supply Agreement. If requested by the City, the vendor shall provide copies of the written warranty for each Product.

12.0 Acceptance Criteria

Delivery of energy efficient appliances is to be considered and all appliances should be CSA compliance and Energy star certified. Vendors are required to provide supporting documents to prove such compliance when required by the City.

13.0 Schedule

Supply and delivery of appliances on an as needed basis for all COV housing operations locations

14.0 Sustainability

- The Quotation Form shall include a completed Declaration of Supplier Code of Conduct Compliance form in accordance with Section 2.0 of the RFQ's Instructions to Vendors, attached as Appendix 2, to confirm the vendor's adherence to the minimum standards set forth in the City's Supplier Code of Conduct.
- Vendors shall submit with the Quotation Form a completed Vendor Sustainability Leadership Questionnaire and Goods Sustainability Requirement in accordance with Section 2.0 of the RFQ's Instructions to Vendors, attached as Appendix 3 and Appendix 4.

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APPENDIX 2 - DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

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

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

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

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

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

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

Signature: _____

Name and Title: _____

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APPENDIX 3 - VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE

APPENDIX 3- VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE

As part of the City's Corporate Procurement Policy and related Supplier Code of Conduct described in Section 2.0 of Part A, all City vendors must meet minimum requirements related to ethical, social and environmental standards.

Beyond these basic requirements, the City would like to recognize vendors that are demonstrating leadership and innovation in sustainability. In order to be able to do so, the City requires that Respondents answer the following questions. The answers provided will be evaluated as part of the Proposal evaluation process described in Section 12.0 of Part A.

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

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

If additional space is required, the Respondent may attach its response(s) to this Appendix 3 and reference the relevant question and section number.

For all questions where the answer is 'Yes' and additional information is requested, if this information is not included in the Proposal, the answer may not be evaluated.

For all questions where there is a word limit, responses are to be kept within this word limit. Information in excess of the word limit may not be evaluated.

Questionnaire Structure:

Section 1: Environmental Impact	Reducing greenhouse gas (GHG) emissions Reducing waste Sustainable purchasing
Section 2: Social Impact	Workplace development programs Supporting social enterprises
Section 3: Definitions	Definitions for key terms used in this Annex.

SECTION 1: ENVIRONMENTAL IMPACT

This section of the leadership questionnaire addresses the following:

- reducing greenhouse gas (GHG) emissions
- reducing waste
- sustainable purchasing

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1. Does your company own or lease buildings (including warehouses) in Metro Vancouver?

- Yes No

If no, skip to question 2.

If yes, describe efforts in the past three (3) years to improve the energy efficiency of buildings owned and/or leased in Metro Vancouver with respect to the elements listed below. **Please limit answer to 300 words or less.**

- a. Equipment and lighting upgrades (e.g., HVAC, water heaters, LED lighting):
- b. Building envelope improvements (e.g., insulation, windows):
- c. Staff conservation and engagement programs (e.g., turning off lights and computers, etc.)

2. Does your company own or lease fleet vehicles and/or heavy off-road equipment to be operated in Metro Vancouver?

- Yes No

If no, skip to question 3.

If yes, describe actions in the past three (3) years to reduce the GHG emissions of vehicles and heavy equipment operated in Metro Vancouver. (Actions could include: purchase of low emissions vehicles, use of alternative fuels, deployment of telematics software, driver training programs, etc.). **Please limit answer to 300 words or less.**

3. Describe any other initiatives that have significantly reduced the GHG emissions of your operations. **Please limit answer to 200 words or less.**

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

- Yes No

If yes, which materials does your company recycle -- **check only those that apply:**

- office paper
- plastic and glass containers
- soft plastic
- food waste/compostables

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- batteries
- printer or toner cartridges
- Styrofoam

5. Describe any other initiatives that have significantly reduced waste from your operations. Please limit answer to 200 words or less.

6. Indicate which environmentally preferable goods or services your company currently purchases - check only those that apply:

- Fair trade and/or organic beverages or other sustainable food items
- Copy paper (e.g., 100 per cent post-consumer waste; Forest Stewardship Council certified, tree free)
- Janitorial supplies (e.g., ECOLOGO, Green Seal certified)
- IT equipment (e.g., ECOLOGO, EPEAT Gold, EnergyStar qualified)
- Office products
- Other: (list)

SECTION 2: SOCIAL IMPACT

This section of the leadership questionnaire addresses the following elements:

- Workplace development programs
- Supporting social enterprises

1. Does your company employ and/or provide training opportunities for *people with barriers to employment* (e.g., people with addictions, disabilities, mental health issues; people who are newcomers or refugees, etc.) that go beyond the hiring practices required by law? See definition of *people with barriers* in Section 3 below.

- Yes No

If yes, describe the program including the name of non-profit or educational institution or government agency that you work with to identify potential trainees or employees; and the number of employees/trainees that work in your company.

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2. Does your company conduct business with, or support in other ways, one or more *social enterprises* (as defined in Section 3 below)?

- Yes No

If yes, name the social enterprise(s) and describe the nature of the business conducted and/or support provided.

3. Is your company structure either of the following:

a. Social enterprise (as defined in Section 3 below).

- Yes No

If yes, state the name of the non-profit or co-operative (including society and/or charitable number):

b. Community Contribution Company (C3 or CCC, as defined in Section 3 below)

- Yes No

4. Describe any additional social sustainability initiatives that demonstrate your company's commitment to the health and well-being of local communities. **Please limit answers to 200 words or less.**

SECTION 3: DEFINITIONS

Social Enterprise:

"Social enterprises are businesses owned by non-profit organizations, that are directly involved in the production and/or selling of goods and services for the [combined] purpose of generating income and achieving social, cultural, and/or environmental aims (Social Enterprise Council of Canada)." See www.socialenterprisecanada.ca.

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

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APPENDIX 3 - VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE

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

Person with Barriers to Employment:

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

Community Contribution Company (C3):

"Community Contribution Company" means a corporation formed under the laws of British Columbia that includes in its articles the following statement:

This company is a community contribution company, and, as such, has purposes beneficial to society. This company is restricted, in accordance with Part 2.2 of the *Business Corporations Act*, in its ability to pay dividends and to distribute its assets on dissolution or otherwise.

Or, a company incorporated under another jurisdiction that includes in its articles substantively similar restrictions related to dividends and distribution of assets.

Refer to www.fin.gov.bc.ca/prs/ccc for more information.

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APPENDIX 4 - GOODS SUSTAINABILITY REQUIREMENT

APPENDIX 4 - GOODS SUSTAINABILITY REQUIREMENT

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

- a) energy efficient
- b) has the highest possible post-consumer recycled content
- c) has no or minimal packaging
- d) carries an eco-certification from an independent 3rd party (such as ECOLOGO, Green Seal, Forest Stewardship Council, etc.)
- e) does not contain substances of concern or create substances of concern during its production, use or disposal
- f) is a Fairtrade certified agricultural good such as coffee, tea, or sugar.

The Respondent is to address the questions below regarding the environmentally preferable attributes of the good(s) being offered. **If the question is not applicable to the type of good(s) being offered, indicate "not applicable."**

1. Is the good more energy efficient than other goods in the same product class?

Yes No Not applicable

If yes, provide information to demonstrate that the good is more energy efficient. See definition below.

2. Does the good contain post-consumer recycled content? See definition below.

Yes No Not applicable

If yes, what is the post-consumer recycled content of the good(s)?

3. Does the good come with packaging?

Yes No Not applicable

If yes, describe the packaging and explain how your company plans to minimize packaging?

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

Yes No Not applicable

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

5. Does the good contain any substances of concern and/or create any substances of concern in its manufacture, use or disposal? See definition below.

Yes No

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

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APPENDIX 4 - GOODS SUSTAINABILITY REQUIREMENT

6. Is the good Fairtrade certified?

Yes No Not applicable

If yes, list the Fairtrade certification:

DEFINITIONS

Energy Efficiency

Ways to demonstrate energy efficiency, include, but are not limited to the following types of measures:

- EnergyStar qualified
- position on the EnerGuide label “energy consumption indicator” (e.g., above 50%).
- Other energy efficiency measures appropriate to the product category (e.g., SEER for a heat pump, AFUE for a furnace or boiler; energy factor - EF for a hot water heater, etc.).

Post-consumer Recycled Content

Post-consumer recycled content is the amount of material in a good that has completed its intended use as a consumer item (such as a sheet of copy paper or a plastic bottle), has been diverted from the waste stream by having been collected in a residential or commercial recycling program, and has been incorporated into a new product.)

3rd Party Eco-certification

3rd party eco-certification refers to a type 1 eco-label that is a voluntary, multiple-criteria based, third party program that awards a license that authorizes the use of environmental labels on products - indicating overall environmental prefer-ability of a product within a particular product category based on life cycle considerations. Examples include: ECOLOGO, GREENGUARD, Green Seal, etc.

Substances of Concern

The following are substances of concern to the City due to their adverse effects on the environment including human, plant and animal health. Good(s) offered should:

- not contain “persistent bioaccumulative and toxic” (PBT) chemicals such as hexachlorobenzene, DDT, PCBs, mercury, etc). See <http://www.epa.gov/pbt/pubs/cheminfo.htm> for more information;
- not contain heavy metals of concern such as lead, mercury, nickel, cadmium, etc.; and
- not create dioxins during their manufacture, use or disposal.

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SUPPLY, DELIVERY AND SERVICE OF APPLIANCES
APPENDIX 5 - FORM OF AGREEMENT

APPENDIX 5

FORM OF AGREEMENT

This APPENDIX 5 contains the City's proposed terms and conditions for the Agreement that will be executed between the City and the successful vendor, if any.

(SEE ATTACHED)

SUPPLY AGREEMENT

BETWEEN:

<  SUPPLIER NAME >

AND:

CITY OF VANCOUVER

RELATING TO SUPPLY, DELIVERY AND SERVICE OF APPLIANCES

DATED <  >

SUPPLY AGREEMENT

THIS AGREEMENT is made as of <[redacted]>

BETWEEN:

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

(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 <[redacted]>;

AND WHEREAS the City wishes to purchase <[redacted]>, upon and subject to the terms and conditions hereinafter set forth,

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

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**ARTICLE 1
INTERPRETATION**

1.1 Definitions

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

- (a) **"Agreement"** means this agreement, including the schedules hereto, and all amendments made hereto or thereto by written agreement between the Parties;
- (b) **"Business Day"** means a day that is not a Saturday, a Sunday or a public holiday in Vancouver, British Columbia;
- (c) **"Competent Authority"** means:
 - (i) any multinational, federal, provincial, state, regional, municipal, local or other government or governmental body and any ministry, department, division, bureau, agent, agency, commission, board or authority of any government or governmental body, domestic or foreign;
 - (ii) any domestic, foreign or international judicial, quasi-judicial or administrative court, tribunal, commission, board, panel, arbitrator or arbitral body acting under the authority of any of the foregoing; or
 - (iii) any quasi-governmental or private body exercising any statutory, regulatory, expropriation or taxing authority under the authority of any of the foregoing;
- (d) **"Confidential Information"** means all or any confidential information (however recorded or preserved) disclosed before, on or after the date of this Agreement by either Party or any of its Representatives to the other Party or its Representatives in connection with this Agreement, concerning:
 - (i) this Agreement; or
 - (ii) the affairs, operations, processes, know-how, suppliers, plans or intentions of the disclosing Party or of any member of the disclosing Party's Group, including, without limitation, any information which is not generally known to the public or which has been specifically identified as confidential or proprietary by the disclosing Party,

but does not include:

- (iii) any information that is or becomes generally available to the public or to industry professionals (other than as a result of its disclosure by the receiving Party or its Representatives in breach of this Agreement);
- (iv) any information that was available to the receiving Party on a non-confidential basis prior to disclosure by the disclosing Party;

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- (v) any information that was, is or becomes available to the receiving Party on a non-confidential basis from a person who, to the receiving Party's knowledge, is not bound by a confidentiality agreement or other duty of confidentiality with or to the disclosing Party or a member of the disclosing Party's Group or otherwise prohibited from disclosing the information to the receiving Party;
 - (vi) any information that was known to the receiving Party before the information was disclosed to it by the disclosing Party or its Representatives and was not subject to a confidentiality agreement or other duty of confidentiality (including any obligation under this Agreement) with or to the disclosing Party or a member of the disclosing Party's Group;
 - (vii) any information that the Parties agree in writing is not confidential or may be disclosed; and
 - (viii) any information unrelated to this Agreement that is developed by or for the receiving Party independently of and without reference to the information disclosed by the disclosing Party;
- (e) "Consent" means an approval, clearance, registration, franchise, right, privilege, certification, quota, consent, permit, licence, qualification, filing, exemption, certificate or permission and any such other matter or authorization whatsoever, including any condition thereof, that is lawfully and necessarily required from any Competent Authority in connection with the Supply;
- (f) "Delivery" means the completion of delivery of the Products ordered in a particular Order, as amended, in accordance with Section 3.4;
- (g) "Delivery Date" has the meaning ascribed to such term in Section 3.2(b)(iv);
- (h) "Delivery Location" has the meaning ascribed to such term in Section 3.2(b)(iv);
- (i) "Effective Date" has the meaning ascribed to such term in Section 2.1;
- (j) "Encumbrance" means any mortgage, charge, pledge, hypothecation, security interest, assignment, lien or claim of lien (statutory or otherwise), easement, deemed or statutory trust, restrictive covenant, adverse claim, exception, reservation, right of occupation, any matter capable of registration against title, right of pre-emption, privilege or other encumbrance or third party right of any nature or any other arrangement or condition that, in substance, secures payment or performance of an obligation;
- (k) "Force Majeure" means, exhaustively, any:
- (i) war, hostilities (whether war is declared or not), invasion, act of foreign enemies;
 - (ii) rebellion, terrorism (or threat of terrorism), revolution, insurrection, military or usurped power or civil war;

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- (iii) riot, civil commotion or disorder, strike or lockout by persons other than the Supplier's personnel and other employees, Subcontractors or any other person for whom the Supplier is responsible;
 - (iv) natural catastrophe, such as an earthquake, forest fire, landslide or flood; or
 - (v) change in Law or action by a Competent Authority, which makes it illegal or impossible for a Party to perform its obligations under this Agreement;
- (l) "Group" means:
- (i) in respect of the Supplier, the group constituted from time to time by:
 - (A) the Supplier;
 - (B) all persons that directly or indirectly control or are controlled by the Supplier; and
 - (C) all persons that are directly or indirectly controlled by any person that directly or indirectly controls the Supplier; and
 - (ii) in respect of the City, the group constituted from time to time by:
 - (A) the City; and
 - (B) all bodies corporate directly or indirectly controlled by the City.
- (m) "Intellectual Property Rights" means any and all current and future proprietary rights provided under patent law, copyright law, design patent or industrial design law, or any other applicable statutory provision or common law principle, including trade secret law, that may provide a right in ideas, formulae, algorithms, concepts, inventions, know-how, computer software, database or design, or the expression or use thereof, whether registered or unregistered, together with any right to apply for or register any of the foregoing;
- (n) "Laws" means all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings, determinations or awards of any Competent Authority whether or not having the force of law and any legal requirements or bases of liability under the common law or civil law, including all such Laws relating to Taxes, the environment, human health or safety, pollution and other environmental degradation, and hazardous materials;
- (o) "Order" means an order for Products submitted by the City in accordance with Section 3.2, which may be titled "Purchase Order";
- (p) "Parties" means the City and the Supplier and "Party" means one of them or any of them, as the context requires;
- (q) "Permitted Purpose" has the meaning ascribed thereto in Section 7.1;

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- (r) "Products" means the products set out in Schedule A, and, where the context requires, Products ordered or supplied hereunder;
- (s) "Quotation" means the Supplier's quotation dated <redacted>, submitted by the Supplier to the City in response to the RFQ;
- (t) "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;
- (u) "RFQ" means the City's Request for Quotation number PS20150999;
- (v) "Sales Tax" has the meaning ascribed to such term in Section 8.1;
- (w) "Specifications" means, for each Product, the specifications therefor set forth in Schedule B;
- (x) "Subcontractor" means any person engaged by the Supplier to perform any part of the Supply;
- (y) "Supply" means the supply of Products by the Supplier to the City pursuant to Orders;
- (z) "Taxes" means all taxes, duties, imposts, levies, assessments, tariffs and other charges imposed, assessed or collected by a Competent Authority, including:
- (i) any gross income, net income, gross receipts, business, royalty, capital, capital gains, goods and services, harmonized sales, value added, severance, stamp, franchise, occupation, premium, capital stock, sales and use, real property, land transfer, personal property, ad valorem, transfer, licence, import, customs, profits, windfall profits, environmental, carbon, emissions, pollution, payroll, employment, employer health, pension plan, anti-dumping, countervailing, or excise tax, duty, import, levy, assessment, tariff or other charge;
 - (ii) all withholdings on amounts paid to or by the relevant person;
 - (iii) all statutory remittances, employment insurance premiums and social security or pension plan contributions or premiums and Canada pension plan contributions;
 - (iv) any fine, penalty, interest or addition to tax;
 - (v) any tax imposed, assessed, or collected or payable pursuant to any tax-sharing agreement or any other contract relating to the sharing or payment of any such tax, levy, assessment, tariff, duty, deficiency or fee; and
 - (vi) any liability for any of the foregoing as a transferee, successor, guarantor, or by contract or by operation of law.

1.2 Headings

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

1.3 Extended Meanings

In this Agreement:

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

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- (iii) the general partner of a limited partnership controls the limited partnership; and
- (iv) a person who controls an entity is deemed to control any entity that is controlled, or deemed to be controlled, by the entity.

1.4 Schedules

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

Schedule A	Products and Prices
Schedule B	Scope of Work
Schedule C	Request for Quotation
Schedule D	Submitted Quotation
Schedule E	Insurance Certificates/Worksafebc Registration/City Of Vancouver Business License

ARTICLE 2 EFFECTIVENESS

2.1 Effective Date

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

2.2 Term

- (a) Unless earlier terminated pursuant to ARTICLE 6 and subject to the below Section **Error! Reference source not found.**, this Agreement shall terminate on the third anniversary of the Effective Date or on such later date as the Parties may agree in writing.
- (b) Subject to termination pursuant to ARTICLE 6, but notwithstanding Section 2.2 (a), the term of this Agreement may be extended for up two successive one-year periods following the first 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 Supplier shall supply, and the City shall purchase, such quantities of Products as the City may order under Section 3.2, in accordance with this Agreement.
- (b) The Supplier shall maintain at all times sufficient inventories of the Products to meet the business plans and requirements of the City.

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- (c) Without limiting the foregoing Section 3.1(a) Schedule B hereto contains a current estimate of the City's Product requirements for each of the three successive 12 month periods beginning on the Effective Date. The Supplier acknowledges such estimates and affirms its capacity to supply Products to the City in accordance therewith; although the City can offer no assurances that it shall purchase Products in accordance with such estimates.

3.2 Orders

- (a) The City may deliver Orders to the Supplier from time to time during the term of effectiveness of this Agreement.
- (b) Each Order shall:
- (i) be given in writing;
 - (ii) refer to this Agreement;
 - (iii) specify the Products ordered; and
 - (iv) specify the date by which the Products ordered pursuant to the Order are to be delivered (the "Delivery Date"), and the location or address to which they are to be delivered (the "Delivery Location").

3.3 Product and Supply Requirements

- (a) The Supplier shall manufacture, pack, transport and supply the Products (in each case to the extent applicable) in accordance with all:
- (i) Product manufacturer recommendations and requirements;
 - (ii) generally accepted industry standards and practices; and
 - (iii) applicable Laws.
- (b) The Products supplied to the City by the Supplier under this agreement shall:
- (i) be new;
 - (ii) conform to the Specifications;
 - (iii) be free from defects in design, material and workmanship and remain so for ~~60~~ months after Delivery; and
 - (iv) comply with all applicable Laws.
- (c) The Supplier shall ensure that the Products are properly packed and secured in such manner as to enable them to reach their destination in good condition.

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- (d) The Supplier shall obtain and maintain in force at all times all Consents needed to manufacture (if applicable) and supply the Products in accordance with the terms of this Agreement.
- (e) The Supplier shall ensure that title in Products supplied by the Supplier hereunder, when such title passes to the City hereunder, shall be free and clear of Encumbrances. The Supplier shall not enter any contract that reserves ownership of Products supplied by the Supplier hereunder in favour of any third party and, at the request of the City, the Supplier must provide evidence that no such contract has been entered into.
- (f) The Supplier shall adhere to, and shall ensure that the Products and Supply conform to, the City's Supplier Code of Conduct referred to in Section 2.0 of the RFQ.

3.4 Delivery Requirements

- (a) The Supplier shall deliver the Products ordered in each Order to the applicable Delivery Location by the applicable Delivery Date
- (b) Delivery of the Products specified in an Order shall be complete on the completion of their unloading at the Delivery Location.
- (c) The Supplier shall not deliver the Products specified in an Order by installments except with the prior written consent of the City.
- (d) If the Products specified in an Order are not delivered in accordance herewith by the specified Delivery Date, then, without limiting any other right or remedy the City may have under this Agreement or otherwise, the City may:
 - (i) refuse to take any subsequent attempted delivery of such Products associated with such Order;
 - (ii) obtain substitute products from another supplier and recover from the Supplier any costs and expenses reasonably incurred by the City in obtaining such substitute products; or
 - (iii) claim damages against the Supplier for any other costs, expenses or losses resulting from the Supplier's failure to deliver the Products specified in the Order by the Delivery Date,

provided that the Supplier shall have no liability for any failure or delay in delivering the Products specified in an Order to the extent that such failure or delay is caused by the City's failure to comply with its obligations under this Agreement.

- (e) Each shipment of Products shall be accompanied by a delivery document from the Supplier showing the Order number, the date of the Order, the type and quantity of Products included in the Order, and, in the case of an Order being delivered by instalments, the outstanding balance of Products remaining to be delivered.
- (f) If the Supplier requires the City to return any shipping containers, or other packaging or shipping materials, to the Supplier, that fact must be clearly stated on the delivery

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document accompanying the relevant Products, and any such returns shall be at the Supplier's expense.

- (g) In respect of any Products that originate outside Canada, the Supplier shall be responsible for all customs and import Taxes, costs, expenses, administrative duties and formalities.

3.5 Rejection of Defective Products

- (a) The City shall not be deemed to have accepted any particular Products until it has had a reasonable time to inspect them following Delivery, or, in the case of a latent defect in the Products, until a reasonable time after the latent defect has become apparent.
- (b) If any Products delivered to the City do not comply with the Specifications, or are otherwise not in conformity with the terms of this Agreement, then, without limiting any other right or remedy that the City may have, the City may at any time reject those Products and:
 - (i) require the Supplier to remove the rejected Products from any City facility or work site at the Supplier's risk and expense within ten (10) Business Days of being requested to do so;
 - (ii) require the Supplier to repair or replace the rejected Products at the Supplier's risk and expense within twenty (20) Business Days of being requested to do so;
 - (iii) require the Supplier to repay the price of the rejected Products in full (whether or not the City has previously required the Supplier to repair or replace the rejected Products); and
 - (iv) claim damages for any other costs, expenses or losses resulting from the Supplier's delivery of Products that are not in conformity with the terms of this Agreement.
- (c) The City's rights and remedies under this Section 3.5 are in addition to the rights and remedies available to it under ARTICLE 5, ARTICLE 6 and applicable Laws.
- (d) The terms of this Agreement shall apply to any repaired or replacement Products supplied by the Supplier pursuant to Section 3.5(b).
- (e) If the Supplier fails to promptly repair or replace rejected Products in accordance with clause 3.5(b), the City may, without affecting any of its other rights hereunder, obtain substitute products from a third-party supplier, or have the rejected Products repaired by a third party, and the Supplier shall reimburse the City for the costs it incurs in doing so.

3.6 Risk and Title

- (a) The risk in Products delivered to the City hereunder shall pass to the City on Delivery.

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- (b) Title to Products delivered to the City hereunder shall pass to the City on Delivery. The Supplier shall deliver to the City any documentation, including a bill of sale, which the City may reasonably require to evidence the transfer of title in and to Products to the City, free and clear of all Encumbrances.

3.7 Certain Supplier Representations and Warranties

The Supplier represents and warrants that:

- (a) the Supplier has the full right, power, and authority to enter into this Agreement and to perform the Supply;
- (b) Supplier is a company duly organized, validly existing and in good standing under the laws of British Columbia and is lawfully authorized to do business in the Province of British Columbia;
- (c) the Supplier is not a party to or bound by any agreement (written or oral), indenture, instrument, licence, permit or understanding or other obligation or restriction under the terms of which the execution, delivery or performance of this Agreement does or shall constitute or result in a violation or breach;
- (d) the Supplier has a valid City of Vancouver business license or a Metro West Inter-Municipal business license that applies to all of the Supply;
- (e) all statements made by the Supplier in its Proposal are true and accurate;
- (f) the Supplier is an authorized distributor of the Products; and
- (g) the Supplier and the Supplier's personnel and Subcontractors have the skills, training, experience and expertise which are necessary to supply the Products in accordance with the terms of this Agreement.

3.8 Product Warranties

- (a) All Products provided under the Agreement as part of the Supply shall be new and fully warranted for a period of < > year[s] from the time of delivery to the City, against defects in design, manufacturing, materials, workmanship and performance, and the Supplier affirms and covenants that such warranty is, and shall be, provided by the Supplier if and to the extent it is not fully and effectively provided to the City by a third-party manufacturer of any Product.
- (b) All Products provided under the Agreement shall be non-defective and fit for their respective intended purposes, shall function correctly, as intended, and shall be safe.
- (c) All costs associated with warranty replacements or repairs shall be the responsibility of the Supplier, including repair, adjustment, and shipping costs, and replacements of Products.
- (a) If requested by the City, the Supplier shall handle and manage any claim on a manufacturer warranty for any defect in any Product.

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- (d) The Supplier shall deliver to the City all such documentation as the City may require to evidence any warranty required by this Section 3.8 or to evidence the Supplier's compliance with this Section 3.8, and the Supplier shall assign all warranties, and do all other things necessary, to ensure that the City receives the full benefit of each warranty or other covenant set forth in this Section 3.8.

3.9 No Exclusivity

- (a) The City is not bound to treat the Supplier as its exclusive supplier of any Products.
- (b) The City shall be entitled, in its sole discretion, to purchase products of the same type as, or similar to, the Products, from any supplier at any time.

3.10 Absence of Conflicts of Interest

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

**ARTICLE 4
PAYMENT**

4.1 Payment to the Supplier

- (a) The Supplier shall be entitled to invoice the City for each Order made by the City, on or at any time after Delivery.
- (b) Subject to ARTICLE 6, the City shall pay the Supplier in respect of each Order in accordance with Section 4.3, Schedule A and ARTICLE 8, following the receipt of an invoice relating to such Order prepared and delivered in accordance with Section 4.1(a), Section 4.2 and Section 4.3.
- (c) Notwithstanding any other provisions of this Agreement, the Supplier shall not be entitled to payment for any Supply that has not been performed in compliance with the provisions of this Agreement.

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4.2 Content of Invoices

- (a) Each of the Supplier's invoices shall set out, at a minimum (and in such form or format as required by the City):
 - (i) the relevant Order number;
 - (ii) the invoice date;
 - (iii) an itemized list of the amounts owing and details of any applicable taxes;
 - (iv) a description of the Products to which the invoice relates; and
 - (v) the total amount payable under the invoice; and
 - (vi) such other information as the City may require from time to time.
- (b) Any terms or conditions proposed by the Supplier to govern the Supply that are contained in any invoice (or in any shipping document, packing list or similar document) are void and of no effect, notwithstanding any statement in such document concerning the means by which the City may accept or be deemed to accept such terms or conditions.

4.3 Procedure for Invoices

- (a) The Supplier shall address each of its invoices to the City, Attention: Accounts Payable, and email it to APInvoice@vancouver.ca, or to such other address as is specified in the relevant Order. The City shall thereafter pay the invoice within 30 days, provided the other requirements of this Agreement have been satisfied and subject to the other provisions hereof.
- (b) The City shall not be liable for any interest on any invoice amount in respect of any period for any reason.
- (c) The City expects to make payments by electronic funds transfer and the Supplier shall provide banking information to the City to enable it to do so.

4.4 Currency of Payment

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

4.5 Set Off

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

**ARTICLE 5
LIABILITY AND INSURANCE**

5.1 Indemnification by the Supplier

- (a) The Supplier shall indemnify and keep indemnified and hold the City, the Other City Entities and their respective officials, officers, employees and agents harmless against all losses, liabilities, claims, demands, costs and expenses (including legal fees), fines, penalties or charges (including those imposed by statute or otherwise imposed), arising out of, in connection with or consisting of:
 - (i) any loss or damage arising from a claim by any third party concerning or arising out of the Supply or the use of the Products, to the extent that such claim arises out of any negligence, wilful misconduct or failure to adhere to this Agreement by the Supplier or any of its Representatives;
 - (ii) any occupational illness, injury or death of any person, which occurs during, or as a result of, the Supply or the use of the Products, to the extent that such illness, injury or death is attributable to the acts or omissions of the Supplier or any of its Representatives or is attributable to a Product attribute, feature, defect or failure;
 - (iii) any other failure by the Supplier to fully comply with the provisions of this Agreement;
 - (iv) any defect in any of the Products or any failure of any Product or any failure of any Product to meet reasonable safety standards or applicable safety requirements;
 - (v) a breach by the Supplier or any Subcontractor of any Law in the course of, or as a result of, the provision of the Supply;
 - (vi) any actual or alleged infringement of any Intellectual Property Rights caused by the Supply or the use of the Products, and
 - (vii) any breach of the warranties of the Supplier contained herein.
- (b) Nothing in this Section 5.1 or otherwise in this Agreement shall limit or exclude any direct liability (whether in contract, tort, for breach of statutory duty or any other legal basis) of the Supplier to any person.
- (c) The Supplier appoints the City as the trustee of the Other City Entities and of their and the City's officials, officers, employees and agents in relation to the covenants of indemnification of the Supplier contained in this Section 5.1 and the City accepts such appointment.

5.2 Insurance

- (a) In addition to those mandatory insurance policies that the Supplier is required to carry by any applicable Laws, the Supplier shall take out and maintain in force, with a reputable insurance company legally authorized to conduct business in British

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Columbia, during the term of this Agreement and for a period of five years afterwards, commercial general liability insurance with coverage of not less than five million dollars (\$5,000,000) per occurrence and at least five million dollars (\$5,000,000) of annual aggregate coverage endorsing the City as an additional insured on a primary and non-contributory basis and providing a waiver of subrogation in favour of the City.

- (b) All-risks Property Insurance covering all equipment/property involved in this project for its full replacement cost value. Coverage should include transportation / transit coverage and a Waiver of Subrogation against the City of Vancouver.
- (c) Automobile Liability insurance covering all vehicles owned, leased or operated by the Contractor in connection with this Services Contract, including third party legal liability insurance in an amount not less than \$5,000,000 per occurrence, or such higher amount as the City may require from time to time.
- (d) The Supplier shall ensure that any Subcontractors also maintain the same insurance as the Supplier, having regard to the obligations under this Agreement which they are contracted to fulfil.
- (e) The Supplier's liabilities under this agreement shall not be deemed to be released or limited by the Supplier taking out the insurance policies referred to in Section 5.2(a).
- (f) The cost of the insurances arising under this Section 5.2 shall be deemed to be incorporated into the prices specified in Schedule A.
- (g) As a condition precedent to any payment from the City to the Supplier under this Agreement, and as and when reasonably requested by the City, the Supplier shall provide documentary evidence (to the reasonable satisfaction of the City, including by completing the City's standard reporting documents used for this purpose) that the insurances required by this Section 5.2 have been taken out and are being maintained.

ARTICLE 6
FORCE MAJEURE; TERMINATION

6.1 Force Majeure

- (a) No Party shall be deemed to be in breach of this Agreement or otherwise liable to another Party in any manner whatsoever for any failure or delay in performing its obligations under this Agreement reasonably due to Force Majeure.
- (b) If either Party's performance of its obligations under this Agreement is affected by an event of Force Majeure, then:
 - (i) it shall give written notice to the other Parties, specifying the nature and extent of the event of Force Majeure, as soon as reasonably practicable after becoming aware of the event of Force Majeure;
 - (ii) performance of such obligation(s) shall be deemed suspended but only for a period equal to the delay reasonably caused by such event;

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- (iii) it shall not be entitled to payment from any of the other Parties in respect of extra costs and expenses incurred as a result of the event of Force Majeure; and
 - (iv) it shall use all reasonable diligence to mitigate the cause and the result of the event of Force Majeure and to remedy the situation and resume its obligations under this Agreement.
- (c) Notwithstanding the obligations of a Party affected by an event of Force Majeure pursuant to Section (b), if the event of Force Majeure renders it impossible or impractical for the Supplier to provide the Supply in accordance with this Agreement for a period of at least thirty (30) days, the City may terminate this Agreement upon notice delivered to the Supplier at any time following the expiration of such period of thirty (30) days.

6.2 Purchaser Termination Rights

The City shall have the following rights:

- (a) The City may terminate this Agreement at any time (and for its convenience) upon sixty (60) days' written notice to the Supplier.
- (b) If the City reasonably considers that the Supplier is not discharging any of its material obligations under this Agreement, the City may inform the Supplier by notice stating the grounds for the notice. If evidence of remediation satisfactory to the City, is not received as soon as practicable or in any case within thirty (30) days or such longer period as agreed by the Parties, the City may by a further notice to the Supplier of at least thirty (30) days terminate this Agreement.
- (c) The City may terminate this Agreement with immediate effect if the Supplier becomes bankrupt or insolvent, goes into liquidation, has a receiver or administrator appointed over it or any of its assets of undertaking, enters into any arrangement for the benefit of its creditors, becomes the subject of any moratorium or carries on business under a receiver, trustee, manager or arrangement for the benefit of its creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events.

6.3 Supplier Termination Rights

After giving at least thirty days' written notice to the City, the Supplier may terminate this Agreement when:

- (a) 90 days after the due date for payment of an invoice issued by the Supplier to the City hereunder, it has not received payment of that part which has not by that time been contested in writing by the City and provided always that:
 - (i) the Supplier has issued a notice of reminder to the City following the due date for payment in relation to such unpaid sum; and
 - (ii) the termination notice may not be issued until the expiry of 45 days following the issue of such reminder notice; or

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- (b) the City commits any material persistent breaches of its obligations under this Agreement, which render performance by the Supplier of its obligations under this Agreement or a substantial part thereof impossible or significantly adversely affect such performance of this Agreement as a whole, and further which remain irremediable after 90 days.

6.4 Consequences of Termination

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

ARTICLE 7 RIGHTS AND OBLIGATIONS CONCERNING INFORMATION

7.1 Freedom of Information and Protection of Privacy Act

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

7.2 No Promotion

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

7.3 Confidentiality Obligation

Each Party shall keep the Confidential Information of the other Party confidential and each Party shall not use such Confidential Information, except for the purpose of exercising or performing its rights and obligations under this Agreement or making use of the Products (a "Permitted Purpose"), or disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this ARTICLE 7.

7.4 Disclosure to Representatives

A Party may disclose another Party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that it informs such Representatives of the confidential nature of the Confidential Information prior to disclosure, and at all times it is responsible for such Representatives' compliance with the confidentiality obligations set out in this ARTICLE 7.

7.5 Disclosures Required by Law

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

7.6 Other Disclosures by the City

The City's obligations under this ARTICLE 7 are wholly subject to and qualified by, the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia) and, notwithstanding any other provision of this ARTICLE 7, the City may disclose Confidential Information in any manner compliant with such statute or otherwise in furtherance of its public role or duties, including in the course of publicly reporting to the Vancouver City Council.

ARTICLE 8 TAXES

8.1 Taxes for Own Accounts

Unless otherwise expressly stated in this ARTICLE 8, any Taxes becoming due and payable by either Party pursuant to any applicable Laws by either Party as a result of the entering into, the performance of obligations under or the taking of payment pursuant to this Agreement, shall be for the account of that Party, and for greater certainty the prices set forth in Schedule A include all such Taxes except for applicable Taxes arising under all sales, excise and value added tax legislation (including, without limitation, the *Excise Tax Act* (Canada) and similar Canadian provincial legislation) (collectively, "Sales Tax") as a result of the sale of the Supply within Canada hereunder, unless it is clearly stated that they are intended to be Sales Tax-inclusive.

8.2 Withholding Taxes

- (a) Notwithstanding any other provision to the contrary, if the City considers it necessary to satisfy its obligations under any Law relating to Taxes, the City may:
 - (i) withhold an amount from a payment made to the Supplier; and
 - (ii) pay the withheld amount directly to the relevant Competent Authority.
- (b) If an amount withheld in accordance with Section 8.2(a) is paid by the City to the relevant Competent Authority, it is deemed to have been paid to the Supplier on the date on which the remainder of the payment to which it relates was paid to the Supplier.
- (c) The Supplier agrees and acknowledges that it has no claim against the City for any amounts withheld and paid to the relevant Competent Authority in accordance with Section 8.2(a).

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- (d) If the City does not withhold an amount under Section 8.2(a) which it is required to withhold pursuant to any laws relating to Taxes, the Supplier agrees to pay that amount to the City, upon request by the City.
- (e) The Supplier agrees that the City shall not be required to increase any payment to the Supplier by the amount withheld by the City under Section 8.2(a).

**ARTICLE 9
DISPUTE RESOLUTION**

9.1 Optional Procedure

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

9.2 Arbitration

In the event that Parties agree to arbitration pursuant to Section 9.1:

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

**ARTICLE 10
MISCELLANEOUS**

10.1 Assignment

- (a) The Supplier shall not assign this Agreement (including by operation of law) without the express prior written consent of the City.
- (b) If the Supplier is a company, then any change in the control of the company shall be deemed to constitute an assignment for the purposes of Section 10.1(a).
- (c) No assignment permitted by the City shall relieve the Supplier from any obligation under this Agreement or impose any liability upon the City.
- (d) The City may at any time and from time to time assign this Agreement, in whole or in part, upon notice to (and without the consent of) the Supplier.

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10.2 Subcontracting

The Supplier may, on its own behalf and not on behalf of the City, engage a Subcontractor to assist in the performance of the Supply, provided that:

- (a) the engagement of such Subcontractor has been previously specifically approved by the City in writing;
- (b) such Subcontractor has given a written deed to the City in which it has undertaken to abide by the terms of this Agreement; and
- (c) the Supplier shall remain wholly liable for the due performance of its obligations under this Agreement and shall be wholly responsible for the acts and omissions of such Subcontractor.

10.3 Time of the Essence

Time is of the essence of this Agreement.

10.4 Costs

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

10.5 Benefit of this Agreement

- (a) This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties hereto.
- (b) Except as expressly set forth in the foregoing Section 10.5(a) or Section 5.1, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Supplier.

10.6 Entire Agreement

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

10.7 Amendments and Waiver

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

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10.8 Notices

(a) Any Order, demand, notice or other similar communication to be given to a Party in connection with this Agreement must be given in writing and shall be deemed to be validly given if given by personal delivery to an authorized agent of a Party, or delivered by registered mail, by courier or by electronic transmission (with delivery confirmation or an email reply effectively acknowledging delivery), addressed to a Party as follows:

(i) if to the Supplier:

<Supplier>
<address>

Attention: <>
Facsimile: <>
Email: <>

(ii) if to the City:

City of Vancouver
<Department>
453 West 12th Avenue
Vancouver, BC 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 4.3 or as otherwise specified in the relevant Order.

(b) Any Order, demand, notice or other communication given (and, in the case of electronic transmission, confirmed or acknowledged) in accordance with Section 10.8(a) shall be conclusively deemed to have been given:

(i) if given by personal delivery, on the day of actual delivery thereof;

(ii) if given by registered mail or courier, on the Business Day following confirmation by the postal service or the courier that the notice has been delivered; and

(iii) if given by electronic transmission, on the day of transmittal thereof if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day.

Notwithstanding the foregoing, if the Party giving any demand, notice or other communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such order, demand, notice or

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other communication must not be mailed but must be given by personal delivery, courier or electronic transmission.

10.9 Governing Law and Jurisdiction

- (a) This Agreement is governed by and must be construed in accordance with the laws of the Province of British Columbia.
- (b) All provisions of the *International Sale of Goods Act* (British Columbia) are specifically excluded from application to this Agreement.
- (c) This Agreement is subject to the exclusive jurisdiction of the courts in the Province of British Columbia except:
 - (i) as otherwise agreed by the Parties pursuant to ARTICLE 9; and
 - (ii) to the extent necessary to enforce, in another jurisdiction, any decision or award made pursuant to ARTICLE 9 or any judgment of any court in the Province of British Columbia.

10.10 Further Assurances

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

10.11 Severance

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

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10.12 Counterparts

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

10.13 Electronic Execution

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

10.14 Voluntary Agreement

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

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

<🖨️ SUPPLIER NAME >

Signature

Print Name and Title

Signature

Print Name and Title

CITY OF VANCOUVER

Signature

Print Name and Title

Signature

Print Name and Title

SCHEDULE A - PRODUCTS AND PRICES
(TO BE COMPLETED UPON CONTRACT AWARD)

SAMPLE

SCHEDULE B - SCOPE OF WORK

(TO BE COMPLETED UPON CONTRACT AWARD)

SAMPLE

SCHEDULE C - REQUEST OF QUOTATIONS

(TO BE ATTACHED UPON AWARD)

SAMPLE

SCHEDULE D - SUBMITTED QUOTATIONS

(TO BE ATTACHED UPON AWARD)

SAMPLE

SCHEDULE E - INSURANCE CERTIFICATES

WORKSAFEBBC REGISTRATION

CITY OF VANCOUVER BUSINESS LICENSE

(TO BE ATTACHED UPON AWARD)

SAMPLE

REQUEST FOR QUOTATIONS No. PS20150999
 SUPPLY, DELIVERY AND SERVICE OF APPLIANCES
 APPENDIX 6 - INSURANCE FORMS

APPENDIX 6 - CERTIFICATE OF EXISTING INSURANCE



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.

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:

<input checked="" type="checkbox"/> Personal Injury	INSURER _____	_____
<input checked="" type="checkbox"/> Property Damage including Loss of Use	POLICY NUMBER _____	_____
<input checked="" type="checkbox"/> Products and Completed Operations	POLICY PERIOD From _____ to _____	_____
<input checked="" type="checkbox"/> Cross Liability or Severability of Interest	Limits of Liability (Bodily Injury and Property Damage Inclusive) -	
<input checked="" type="checkbox"/> Employees as Additional Insureds	Per Occurrence \$ _____	
<input checked="" type="checkbox"/> Blanket Contractual Liability	Aggregate \$ _____	
<input checked="" type="checkbox"/> Non-Owned Auto Liability	All Risk Tenants' Legal Liability \$ _____	
	Deductible Per Occurrence \$ _____	

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

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

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

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

(TO BE COMPLETED AND SUBMITTED WITH QUOTATION)