



---

**REQUEST FOR QUOTATIONS NO. PS20180949 (the "RFQ") IN RESPECT OF  
SUPPLY AND DELIVERY OF LED LUMINAIRES & ARMS**

Quotations are to be submitted by email in accordance with the instructions below and should be received prior to 3:00 p.m., Vancouver Time (as defined in Note 2 below), on August 9, 2018 (the "Closing Time").

**QUOTATIONS WILL NOT BE PUBLICLY OPENED.**

**NOTES:**

Quotations should be submitted by email prior to the Closing Time in accordance with the following:

- Subject of the file to be: PS#20180949 – Supply and Delivery of LED Luminaires & Arms – **Vendor name**.
  - Document format for submissions: RFQ Part C in PDF format – 1 combined PDF file.
  - Zip the files to reduce the size or email separately if needed.
  - Send your submissions to [Bids@vancouver.ca](mailto:Bids@vancouver.ca); do not deliver a physical copy to the City of Vancouver.
  - If you did not receive an automated email within few minutes, check your junk folder first, and then contact [Purchasing@vancouver.ca](mailto:Purchasing@vancouver.ca).
  - Submitting the files via Drop box, FTP, or similar programs, is not acceptable.
1. Quotations must be marked with the vendor's name and the RFQ title and number.
  2. "Vancouver Time" will be conclusively deemed to be time in the City of Vancouver, as indicated in the electronic timestamp the Quotation receives upon delivery to the email address specified herein, which is in turn synchronized to Network Time Protocol (NTP) provided by the National Research Council of Canada adjusted to local Pacific Time Zone.
  3. DO NOT SUBMIT QUOTATIONS BY FAX.
  4. All queries related to this RFQ should be submitted in writing to the attention of:

**Jason Lo, Contracting Specialist**

Email: [jason.lo@vancouver.ca](mailto:jason.lo@vancouver.ca)

(the "Contact Person")

REQUEST FOR QUOTATIONS NO. PS20180949  
SUPPLY AND DELIVERY OF LED LUMINAIRES & ARMS  
TABLE OF CONTENTS

---

**INSTRUCTIONS TO VENDORS** **Pages 1 – 5**

- 1.0 Introduction and Submission Instructions
- 2.0 Sustainability
- 3.0 Inquiries
- 4.0 Pricing
- 5.0 Address(es) for Deliveries or Work
- 6.0 Delivery Times or Work Schedules
- 7.0 Quantities
- 8.0 Terms of Payment
- 9.0 Contracting
- 10.0 Alternatives / Deviations
- 11.0 Evaluation Criteria
- 12.0 No Claims Against the City
- 13.0 Conflicts/Collusion/Lobbying
- 14.0 Insurance and Workers' Compensation Coverage

**QUOTATION FORM** **Pages QF1 – QF5**

**APPENDIX 1 – REQUIREMENTS** **Pages A1-1**

**APPENDIX 2 – DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE**

**Page A2-1**

**APPENDIX 3 – FORM OF AGREEMENT**

**Pages A3-1**

**APPENDIX 4 – CERTIFICATE OF EXISTING INSURANCE**

**Pages A4-1**

**APPENDIX 5 – VENDOR LEADERSHIP QUESTIONNAIRE**

**Pages A5-1**

**APPENDIX 6 – GOODS SUSTAINABILITY REQUIREMENTS QUESTIONNAIRE**

**Pages A6-1**

REQUEST FOR QUOTATIONS NO. PS20180949  
SUPPLY AND DELIVERY OF LED LUMINAIRES & ARMS  
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 one or more contracts in respect of the Supply and Delivery of LED Luminaires & Arms. Such contracts are intended to be in the form of “standing agreements” under which the City may order goods from time to time over a period of approximately three years. The number of such contracts to be entered into, if any at all, shall be entirely at the discretion of the City and the City may, during the aforesaid period of years allocate work to or among successful vendors by such method as the City determines.

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 Form of Agreement attached as Appendix 3.

1.5 Vendors should submit quotations on the form provided. Failure to do so may result in the quotation being put aside and given no further consideration. Failure to complete all fields in the quotation form may result in the vendor’s quotation being set 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 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 RFQ no later than five (5) business days prior to Closing Time. If required, an addendum will be issued to all vendors.

REQUEST FOR QUOTATIONS NO. PS20180949  
SUPPLY AND DELIVERY OF LED LUMINAIRES & ARMS  
INSTRUCTIONS TO VENDORS

---

**4.0 PRICING**

- 4.1 Prices quoted are to be inclusive 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 Each vendor should indicate any time limitation on its pricing.
- 4.3 Prices are to 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.
- 4.4 Prices are to be quoted in Canadian currency.

**5.0 ADDRESS(ES) FOR DELIVERIES OR WORK – n/a**

**6.0 DELIVERY LEAD-TIMES**

- 6.1 Vendors are asked to state in their quotations the time(s) required from the placement of an order to delivery of goods. Refer to Appendix 1 - Requirements.

**7.0 QUANTITIES**

- 7.1 Each quantity stated herein is the City’s best estimate of its requirements. Actual quantities may vary.

**8.0 TERMS OF PAYMENT**

- 8.1 **The City’s standard payment terms are “net thirty (30) days” after receipt and approval of an invoice;** however, any discounts or more favourable (or less favourable) terms which may be offered by a vendor will be taken into consideration in evaluating quotations. Each vendor should indicate in its quotation if it offers or requires particular payment terms.
- 8.2 Vendors should indicate whether they can accept payment by EFT (electronic funds transfer).

**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 propose the entry into a contract in the form of Appendix 3 – Form of Agreement.
- 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).

REQUEST FOR QUOTATIONS NO. PS20180949  
SUPPLY AND DELIVERY OF LED LUMINAIRES & ARMS  
INSTRUCTIONS TO VENDORS

---

**10.0 ALTERNATIVES / DEVIATIONS**

- 10.1 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 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.

**11.0 EVALUATION CRITERIA**

- 11.1 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, or vendors' past work, reputations or experience. Therefore, the City may accept a quotation other than the lowest quotation.
- 11.2 The City may elect to not accept any quotation, and may terminate or amend this RFQ at anytime.
- 11.3 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.
- 11.4 The City will retain complete discretion over the number of quotations to accept or the number of contracts to enter into, if any. Once standing contracts (if any) have been entered into, the City will also retain complete discretion over the allocation of work, if any, to or among successful vendors and, in connection therewith, may use a ranked list, consistent with the rankings of vendors in the evaluation process.

**12.0 NO CLAIMS AGAINST THE CITY**

- 12.1 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 12.1(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

REQUEST FOR QUOTATIONS NO. PS20180949  
SUPPLY AND DELIVERY OF LED LUMINAIRES & ARMS  
INSTRUCTIONS TO VENDORS

---

- (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 12.1(c).

**13.0 CONFLICTS/COLLUSION/LOBBYING**

- 13.1 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.

- 13.2 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.
- 13.3 Each vendor must disclose whether the vendor or any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that 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.
- 13.4 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.
- 13.5 Each vendor is required to disclose whether it or any officer, director, shareholder, partner, employee or agent of the vendor or any of its proposed subcontractors: (1) is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America; or (2) has engaged in any form of political or other lobbying whatsoever with respect to the RFQ or sought, other than through the submission of its quotation, to influence the outcome of the RFQ process. The City will evaluate each matter disclosed to determine whether and to what extent the vendor can be given consideration in the RFQ in light of the particular matter.

REQUEST FOR QUOTATIONS NO. PS20180949  
SUPPLY AND DELIVERY OF LED LUMINAIRES & ARMS  
INSTRUCTIONS TO VENDORS

---

**14.0 INSURANCE AND WORKERS' COMPENSATION COVERAGE**

**14.1 Each vendor must complete, sign and attach to its quotation the insurance form(s) included as Appendix 4.**

**14.2 In addition, each vendor must include with its quotation a letter confirming its current WorkSafeBC registration.**

**15.0 Company Experience**

**15.1 The City will consider vendors:**

- (a) having at least five (5) years' relevant experience; and
- (b) providing descriptions of and reference contact information for at least three (3) projects completed in the last three (3) years, similar in scope as described in Appendix1 - Requirements.

**16.0 FORM OF AGREEMENT**

**16.1 Vendors should carefully review Appendix 3 – Form of Agreement, and submit proposed deviations, if any, to the Form of Agreement, for the City's consideration.**

The City will give preference to vendors who propose minimal deviations to the Form of Agreement attached as Appendix 3.

REQUEST FOR QUOTATIONS NO. PS20180949  
SUPPLY AND DELIVERY OF LED LUMINAIRES & ARMS  
QUOTATION FORM

**ATTENTION:** Jason Lo, Contracting Specialist  
**FROM:** \_\_\_\_\_ (Company Name)  
\_\_\_\_\_ (Contact Name)  
**SUBJECT:** REQUEST FOR QUOTATIONS NO. PS20180949 (THE "RFQ")

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:**

*In the tables below, list each good quoted, in accordance with Appendix 1 – Requirements:*

Item	Description of Goods	Unit Price	Unit of Measure	Estimated Quantities	Total Price
1.	Cooper Invue ICM-E06-LED-E1-T3-8030-RAL9005-PER7 + SDM1-ARM-RAL9005 + OA/RA1013	\$	EA	9	\$
2.	Cooper Invue ICM-E06-LED-E1-T3-RAL9005-PER7 + SDM1-ARM-RAL9005 + OA/RA1013	\$	EA	2	\$
3.	SDM1-ARM-RAL9005	\$	EA	2	\$
4.	SDM1-ARM-AP	\$	EA	4	\$
5.	VA1012 - ARM - AP	\$	EA	5	\$
6.	Cooper Invue ICM-E01-LED-E1-T2-8030-AP-PER7	\$	EA	15	\$
7.	Cooper Invue ICM-E02-LED-E1-T2-8030-AP-PER7	\$	EA	15	\$
8.	Cooper Invue ICM-E04-LED-E1-T2-8030-AP-PER7	\$	EA	40	\$
9.	Cooper Invue ICM-E05-LED-E1-T2-8030-AP-PER7	\$	EA	20	\$
<b>GST and PST, where applicable, should not be included in prices.</b> <b>Delivery costs should be included in prices.</b>				<b>TOTAL</b>	\$



REQUEST FOR QUOTATIONS NO. PS20180949  
SUPPLY AND DELIVERY OF LED LUMINAIRES & ARMS  
QUOTATION FORM

---

**2.0**

**DESCRIPTIONS OF GOODS :**

---

---

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

**3.0 TIME LIMITATIONS ON PRICING:**

---

---

*(Indicate any such limitations in the spaces provided or state that there are none. See Section 4.2 of the RFQ's Instructions to Vendors.)*

**4.0 DELIVERY LEAD-TIMES**

---

---

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

**5.0 SUSTAINABILITY**

---

---

*Please indicate in this Section 5.0 information concerning the sustainability of the goods or services offered. Please also refer to Section 2.0 of the RFQ's Instructions to Vendors.*

**6.0 TERMS OF PAYMENT**

---

---

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

**7.0 CONFLICTS/COLLUSION/LOBBYING**

---

---

*(Provide the information requested by Section 13.0 of the RFQ's Instructions to Vendors.)*

REQUEST FOR QUOTATIONS NO. PS20180949  
SUPPLY AND DELIVERY OF LED LUMINAIRES & ARMS  
QUOTATION FORM

---

**8.0 COMPANY EXPERIENCE (completed in the last three years)**

---

---

---

---

---

---

---

---

**9.0 WARRANTY**

---

---

---

**10.0 REFERENCE CONTACT INFORMATION**

---

---

---

*(Provide the information requested by Section 15.1 of the RFQ's Instructions to Vendors.)*

**11.0 PROPOSED AMENDMENTS TO FORM OF AGREEMENT**

---

---

---

**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 3 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 – Declaration of Supplier Code of Conduct Compliance and Appendix 4 – Certificate of Existing Insurance 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 3 would be acceptable to it, or it has noted required deviations above.

REQUEST FOR QUOTATIONS NO. PS20180949  
SUPPLY AND DELIVERY OF LED LUMINAIRES & ARMS  
QUOTATION FORM

---

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.: _____
_____	_____

REQUEST FOR QUOTATIONS NO. PS20180949  
SUPPLY AND DELIVERY OF LED LUMINAIRES & ARMS  
APPENDIX 1 - REQUIREMENTS

---

**Here is the list of items that the City is looking for:**

1.	Cooper Invue ICM-E06-LED-E1-T3-8030-RAL9005-PER7 + SDM1-ARM-RAL9005 + OA/RA1013
2.	Cooper Invue ICM-E06-LED-E1-T3-RAL9005-PER7 + SDM1-ARM-RAL9005 + OA/RA1013
3.	SDM1-ARM-RAL9005
4.	SDM1-ARM-AP
5.	VA1012 - ARM - AP
6.	Cooper Invue ICM-E01-LED-E1-T2-8030-AP-PER7
7.	Cooper Invue ICM-E02-LED-E1-T2-8030-AP-PER7
8.	Cooper Invue ICM-E04-LED-E1-T2-8030-AP-PER7
9.	Cooper Invue ICM-E05-LED-E1-T2-8030-AP-PER7

**Delivery Address:**

National Stores  
701 National Avenue  
Vancouver, B.C.  
V6A 4L3

REQUEST FOR QUOTATIONS NO. PS20180949  
SUPPLY AND DELIVERY OF LED LUMINAIRES & ARMS  
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](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: \_\_\_\_\_

REQUEST FOR QUOTATIONS No. PS20180949  
SUPPLY AND DELIVERY OF LED LUMINAIRES & ARMS  
APPENDIX 3 - FORM OF AGREEMENT

---

See attached.

---

# SUPPLY AGREEMENT

BETWEEN:

<  SUPPLIER NAME >

AND:

CITY OF VANCOUVER

RELATING TO <  >

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 12<sup>th</sup> 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.



## TABLE OF CONTENTS

	Page		Page
ARTICLE 1 INTERPRETATION .....	3	ARTICLE 6 RIGHTS AND OBLIGATIONS	
1.1 Definitions .....	3	CONCERNING INFORMATION .....	17
1.2 Headings.....	7	6.1 Freedom of Information and	
1.3 Extended Meanings .....	7	Protection of Privacy Act .....	17
1.4 Schedules .....	8	6.2 No Promotion.....	17
ARTICLE 2 SUPPLY; GENERAL TERMS.....	8	6.3 Confidentiality Obligation .....	17
2.1 Supply.....	8	6.4 Disclosure to Representatives .....	18
2.2 Certain General Supply Requirements .....	8	6.5 Disclosures Required by Law.....	18
2.3 Delivery Requirements.....	9	6.6 Other Disclosures by the City .....	18
2.4 Rejection of Defective Products .....	10	ARTICLE 7 TAXES .....	18
2.5 Risk and Title.....	11	7.1 Taxes for Own Accounts .....	18
2.6 Certain Supplier Representations and		7.2 Withholding Taxes.....	18
Warranties .....	11	ARTICLE 8 DISPUTE RESOLUTION.....	19
2.7 Product Warranties .....	11	8.1 Optional Procedure .....	19
2.8 No Exclusivity .....	12	8.2 Arbitration .....	19
2.9 Absence of Conflicts of Interest.....	12	ARTICLE 9 MISCELLANEOUS.....	19
ARTICLE 3 PAYMENT .....	12	9.1 Assignment.....	19
3.1 Payment to the Supplier .....	12	9.2 Subcontracting .....	20
3.2 Content of Invoices .....	13	9.3 Time of the Essence .....	20
3.3 Procedure for Invoices .....	13	9.4 Costs .....	20
3.4 Currency of Payment .....	13	9.5 Benefit of this Agreement .....	20
3.5 Set Off .....	13	9.6 Entire Agreement.....	20
ARTICLE 4 LIABILITY AND INSURANCE .....	14	9.7 Amendments and Waiver .....	21
4.1 Indemnification by the Supplier.....	14	9.8 Notices.....	21
4.2 Insurance.....	15	9.9 Governing Law and Jurisdiction .....	22
ARTICLE 5 FORCE MAJEURE; TERMINATION... ..	15	9.10 Further Assurances .....	22
5.1 Force Majeure .....	15	9.11 Severance .....	22
5.2 Purchaser Termination Rights .....	16	9.12 Counterparts .....	24
5.3 Supplier Termination Rights .....	17	9.13 Electronic Execution.....	24
5.4 Consequences of Termination .....	17	9.14 Voluntary Agreement .....	24
		SCHEDULE A - PRODUCTS AND PRICES .....	25
		SCHEDULE B - PRODUCT SPECIFICATIONS .....	26
		SCHEDULE C - TIME SCHEDULE.....	27

## 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;
  - (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;

- (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 a Product in accordance with Section 2.3;
- (g) **"Delivery Date"** means the delivery date, in respect of a particular Product, prescribed in Schedule C;
- (h) **"Delivery Location"** means the location specified in Section 2.1(b);
- (i) **"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;
- (j) **"Force Majeure"** means, exhaustively, any:
  - (i) war, hostilities (whether war is declared or not), invasion, act of foreign enemies;
  - (ii) rebellion, terrorism (or threat of terrorism), revolution, insurrection, military or usurped power or civil war;

- (iii) riot, civil commotion or disorder, strike or lockout by persons other than the Supplier's personnel and other employees, Subcontractors or any other person for whom the Supplier is responsible;
  - (iv) natural catastrophe, such as an earthquake, forest fire, landslide or flood; or
  - (v) change in Law or action by a Competent Authority, which makes it illegal or impossible for a Party to perform its obligations under this Agreement;
- (k) **"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.
- (l) **"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;
- (m) **"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;
- (n) **"Parties"** means the City and the Supplier and **"Party"** means one of them or any of them, as the context requires;
- (o) **"Permitted Purpose"** has the meaning ascribed thereto in Section 6.1;

- (p) **"Products"** means the products specified in Schedule A, and, where the context requires, particular such Products;
- (q) **"Quotation"** means the Supplier's quotation dated <☞>, submitted by the Supplier to the City in response to the <☞ RFQ>;
- (r) **"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;
- (s) **"RFQ"** means the City's Request for Quotation number PS<☞>;
- (t) **"Sales Tax"** has the meaning ascribed to such term in Section 7.1;
- (u) **"Specifications"** means, for each Product, the specifications and drawings therefor set forth in Schedule B;
- (v) **"Subcontractor"** means any person engaged by the Supplier to perform any part of the Supply;
- (w) **"Supply"** means the supply of Products by the Supplier to the City pursuant hereto;
- (x) **"Taxes"** means all taxes, fees, 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;
  - (vi) any liability for any of the foregoing as a transferee, successor, guarantor, or by contract or by operation of law; and

## 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;

- (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	Product Specifications
Schedule C	Time Schedule


### ARTICLE 2 SUPPLY; GENERAL TERMS

#### 2.1 Supply

- (a) The Supplier shall supply, and the City shall purchase, such Products as are specified in Schedule A, in the quantities specified therein and at the prices specified therein, in accordance with this Agreement.
- (b) The Supplier shall deliver each product to <📍Location>.
- (c) In connection with the Supply, the Supplier shall provide to the City, without additional compensation, all services, conveniences, materials or features proposed in the Proposal that are not otherwise expressly provided for herein, as well as all other ancillary materials or services that are not expressly mentioned either herein or in the Proposal, but are reasonably inferable from the descriptions of the Supply herein or from the descriptions of proposed services, conveniences, materials or features in the Proposal.
- (d) The City may from time to time issue purchase orders to the Supplier in relation to the Supply, for administrative accounting purposes. These shall not have the effect of amending or waiving the application of any provision of this Agreement.

#### 2.2 Certain General 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  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.
- (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.

### 2.3 Delivery Requirements

- (a) The Supplier shall deliver each Product to the Delivery Location by the Applicable Delivery Date to the applicable Delivery Location by the applicable Delivery Date.
- (b) Delivery of a Product shall be complete on the completion of its unloading at the Delivery Location.
- (c) If a Product is 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 Product;
  - (ii) obtain a substitute product from another supplier and recover from the Supplier any costs and expenses reasonably incurred by the City in obtaining such substitute product; or
  - (iii) claim damages against the Supplier for any other costs, expenses or losses resulting from the Supplier's failure to deliver the Product by the Delivery Date,

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



- (d) Each shipment of Products shall be accompanied by a delivery document from the Supplier showing the type and quantity of Products included in the shipment, and, in the case of Products being delivered by instalments, the outstanding balance of Products remaining to be delivered.
- (e) 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 document accompanying the relevant Products, and any such returns shall be at the Supplier's expense.
- (f) 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.

## **2.4 Rejection of Defective Products**

- (a) The City shall not be deemed to have accepted any Product until it has had a reasonable time to inspect it following Delivery, or, in the case of a latent defect in the Product, until a reasonable time after the latent defect has become apparent.
- (b) If any Product delivered to the City does not comply with the Specifications, or is 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 that Product and:
  - (i) require the Supplier to remove the rejected Product from any City facility or work site at the Supplier's risk and expense within five (5) Business Days of being requested to do so;
  - (ii) require the Supplier to repair or replace the rejected Product at the Supplier's risk and expense within ten (10) Business Days of being requested to do so;
  - (iii) require the Supplier to repay the price of the rejected Product in full (whether or not the City has previously required the Supplier to repair or replace the rejected Product); and
  - (iv) claim damages for any other costs, expenses or losses resulting from the Supplier's delivery of a Product not in conformity with the terms of this Agreement.
- (c) The City's rights and remedies under this Section 2.4 are in addition to the rights and remedies available to it under ARTICLE 4, ARTICLE 5 and applicable Laws.
- (d) The terms of this Agreement shall apply to any repaired or replacement Products supplied by the Supplier pursuant to Section 2.4(b).
- (e) If the Supplier fails to promptly repair or replace a rejected Product in accordance with clause 2.4(b), the City may, without affecting any of its other rights hereunder, obtain a substitute product from a third-party supplier, or

have the rejected Product repaired by a third party, and the Supplier shall reimburse the City for the costs it incurs in doing so.

## 2.5 Risk and Title

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

## 2.6 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 <img alt="redacted" data-bbox="348 398 378 418"/> duly organized, validly existing and in good standing under the laws of <img alt="redacted" data-bbox="348 418 378 438"/> and is lawfully authorized to do business in the Province of British Columbia;
- (c) the Supplier is not a party to or bound by any agreement (written or oral), indenture, instrument, licence, permit or understanding or other obligation or restriction under the terms of which the execution, delivery or performance of this Agreement does or shall constitute or result in a violation or breach;
- (d) all statements made by the Supplier in its Proposal are true and accurate;
- (e) the Supplier is an authorized distributor of the Products; and
- (f) 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.

## 2.7 Product Warranties

- (a) All Products provided under the Agreement as part of the Supply shall be new and fully warranted for a period of one (1) year from the time of delivery to the City, against defects in design, manufacturing, materials, workmanship and performance, and the Supplier affirms and covenants that such warranty is, and shall be, provided by the Supplier if and to the extent it is not fully and effectively provided to the City by 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.
- (d) The Supplier shall deliver to the City all such documentation as the City may require to evidence any warranty required by this Section 2.7 or to evidence the Supplier's compliance with this Section 2.7, and the Supplier shall assign all warranties, and do all other things necessary, to ensure that the City receives the full benefit of each warranty or other covenant set forth in this Section 2.7.

## **2.8 No Exclusivity**

- (a) The City intends to use the Supplier as a preferred supplier of the Products; however the City is not bound to treat the Supplier as its exclusive supplier of any type of 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.

## **2.9 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 3 PAYMENT**

### **3.1 Payment to the Supplier**

- (a) The Supplier shall be entitled to invoice the City for each Product on or at any time after Delivery.

- (b) Subject to ARTICLE 5, the City shall pay the Supplier in respect of each Product in accordance with Section 3.3, Schedule A and ARTICLE 7, following the receipt of an invoice relating to such Product prepared and delivered in accordance with Section 3.1(a), Section 3.2 and Section 3.3.
- (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.

### 3.2 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 invoice date;
  - (ii) an itemized list of the amounts owing and details of any applicable taxes;
  - (iii) a description of the Products to which the invoice relates; and
  - (iv) the total amount payable under the invoice; and
  - (v) 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.

### 3.3 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](mailto:APInvoice@vancouver.ca). 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.

### 3.4 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.

### 3.5 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 4 LIABILITY AND INSURANCE

### 4.1 Indemnification by the Supplier

- (a) The Supplier shall indemnify and keep indemnified and hold the City and its 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 4.1 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 City's officials, officers, employees and agents in relation to the covenants of indemnification of the Supplier contained in this Section 4.1 and the City accepts such appointment.

## 4.2 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 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 \$2 million per occurrence and at least \$2 million of annual aggregate coverage endorsing the City as an additional insured on a primary and non-contributory basis and providing a waiver of subrogation in favour of the City.
- (b) The Supplier shall ensure that any Subcontractors also maintain the same insurance as the Supplier, having regard to the obligations under this Agreement which they are contracted to fulfil.
- (c) The Supplier's liabilities under this agreement shall not be deemed to be released or limited by the Supplier taking out the insurance policies referred to in Section 4.2(a).
- (d) The cost of the insurances arising under this Section 4.2 shall be deemed to be incorporated into the prices specified in Schedule A.
- (e) As a condition precedent to any payment from the City to the Supplier under this Agreement, and as and when reasonably requested by the City, the Supplier shall provide documentary evidence (to the reasonable satisfaction of the City, including by completing the City's standard reporting documents used for this purpose) that the insurances required by this Section 4.2 have been taken out and are being maintained.

## ARTICLE 5 FORCE MAJEURE; TERMINATION

### 5.1 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;

- (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 ten (10) business days, the City may terminate this Agreement upon notice delivered to the Supplier at any time following the expiration of such period of ten (10) business days.

## 5.2 Purchaser Termination Rights

- (a) The City may terminate this Agreement at any time (and for its convenience) upon ten (10) business days' written notice to the Supplier. If the City terminates this Agreement in accordance with this Section 5.2(a), the Supplier shall be entitled:
  - (i) with respect to Products with Delivery Dates prior to the date of termination or Delivery Dates within ten (10) business days after the date of termination, to all amounts due hereunder in respect of such Products upon their Delivery in accordance herewith on such specified Delivery Dates; and
  - (ii) with respect to Products with Delivery Dates more than ten (10) business days after the date of termination, to no payment or other compensation hereunder from the City (the agreement to purchase such Products being deemed to be terminated upon the notice of termination of this Agreement).
- (b) In addition to any other rights and remedies available to it, the City may terminate this Agreement with immediate effect (and thereby terminate its obligation to purchase any undelivered Products, without compensation to the Supplier) in the event of a material breach of this Agreement by the Supplier, provided that such breach has not been cured within thirty (30) days of written notification, by the City to the Supplier, of such breach.
- (c) The City may terminate this Agreement with immediate effect (and thereby terminate its obligation to purchase any undelivered Products, without compensation to the Supplier) 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.

### 5.3 Supplier Termination Rights

- (a) After giving at least seven days' written notice to the City, the Supplier may terminate this Agreement when ninety (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; or
- (b) In addition to any other rights and remedies available to it, the Supplier may immediately terminate this Agreement in the event of a material breach of this Agreement by the City (other than a breach of the type referred to in Section 5.3(a) above), provided that such breach has not been cured within sixty (60) days of written notification, by the Supplier to the City, of such breach.
- (c) Any termination of this Agreement pursuant to this Section 5.3 shall be deemed to result in the termination of any obligation to sell or purchase any undelivered Products.

### 5.4 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 2.6, ARTICLE 4, ARTICLE 6 and ARTICLE 8 shall remain in force.

## ARTICLE 6 RIGHTS AND OBLIGATIONS CONCERNING INFORMATION

### 6.1 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.

### 6.2 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.

### 6.3 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 6.



#### 6.4 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 6.

#### 6.5 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.

#### 6.6 Other Disclosures by the City

The City's obligations under this ARTICLE 6 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 6, 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 7 TAXES

#### 7.1 Taxes for Own Accounts

Unless otherwise expressly stated in this ARTICLE 7, 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 or are intended to be inclusive of any particular Sales Tax.

#### 7.2 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 7.2(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 7.2(a).
- (d) If the City does not withhold an amount under Section 7.2(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 7.2(a).

## ARTICLE 8 DISPUTE RESOLUTION

### 8.1 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.

### 8.2 Arbitration

In the event that Parties agree to arbitration pursuant to Section 8.1:

- (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 9 MISCELLANEOUS

### 9.1 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 9.1(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.

## **9.2 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.

## **9.3 Time of the Essence**

Time is of the essence of this Agreement.

## **9.4 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.

## **9.5 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 9.5(a) or Section 4.1, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Supplier.

## **9.6 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.

## 9.7 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.

## 9.8 Notices

- (a) Any 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 12<sup>th</sup> 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 provided elsewhere herein.

- (b) Any demand, notice or other communication given (and, in the case of electronic transmission, confirmed or acknowledged) in accordance with Section 9.8(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 other communication must not be mailed but must be given by personal delivery, courier or electronic transmission.

## 9.9 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 8; and
  - (ii) to the extent necessary to enforce, in another jurisdiction, any decision or award made pursuant to ARTICLE 8 or any judgment of any court in the Province of British Columbia.

## 9.10 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.

## 9.11 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.

[The remainder of this page is intentionally left blank.]

## 9.12 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.

## 9.13 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.

## 9.14 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< When required add: ", as represented by its Board of Parks and Recreation.">

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

**SCHEDULE A -  
PRODUCTS AND PRICES**

<u>ITEM</u>	<u>PRICE/UNIT<sup>(1)</sup></u>	<u>QUANTITY</u>	<u>EXTENDED PRICE<sup>(1)</sup></u>
<☒Name 1>	\$<☒> per <☒> [unit type]>	\$<☒>	\$<☒>
<☒Name 2>	\$<☒> per <☒> [unit type]>	\$<☒>	\$<☒>
<☒Name 3>	\$<☒> per <☒> [unit type]>	\$<☒>	\$<☒>

(1) Prices are inclusive of all [GST and] PST. For purposes hereof, ["GST" refers to the tax payable under the Excise Tax Act (Canada) and ]"PST" refers to the tax payable by the City under the *Provincial Sales Tax Act* (British Columbia), [in each case] as a direct result of the sale of the Supply to the City hereunder. >



SCHEDULE B -  
PRODUCT SPECIFICATIONS

<🖨️To describe required product specifications for each Product, including any relevant functional, technical, compositional, operational, performance, quality or similar specifications relating to such Product. Attach drawings as necessary.>

<u>ITEM</u>	<u>SPECIFICATIONS</u>
<🖨️Name 1>	<🖨️Description 1.>
<🖨️Name 2>	<🖨️Description 2.>
<🖨️Name 3>	<🖨️Description 3.>

**SCHEDULE C -  
TIME SCHEDULE**

<📅 Be certain to, at least, specify a Delivery Date for each Product here.>

REQUEST FOR QUOTATIONS No. PS20180949  
SUPPLY AND DELIVERY OF LED LUMINAIRES & ARMS  
APPENDIX 4 - CERTIFICATE OF INSURANCE

---

See attached.



**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 12<sup>th</sup> Avenue, Vancouver, BC, V5Y 1V4  
*and certifies that the insurance policy (policies) as listed herein has/have been issued to the Named Insured and is/are in full force and effect.*
2. **NAMED INSURED** *(must be the same name as the proponent/bidder and is either an individual or a legally incorporated company)*

**BUSINESS TRADE NAME or DOING BUSINESS AS**

**BUSINESS ADDRESS**

**DESCRIPTION OF OPERATION**

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

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

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

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

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

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

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

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

**7. PROFESSIONAL LIABILITY INSURANCE**

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

**SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE**

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

Dated \_\_\_\_\_

REQUEST FOR QUOTATIONS No. PS20180949  
SUPPLY AND DELIVERY OF LED LUMINAIRES & ARMS  
APPENDIX 5 - VENDOR LEADERSHIP QUESTIONNAIRE

---

APPENDIX 5  
VENDOR LEADERSHIP QUESTIONNAIRE

As part of the City's Corporate Procurement Policy and related Supplier Code of Conduct described in Section 9.1 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 Proponents answer the following questions. The answers provided will be evaluated as part of the Proposal evaluation process described in Section 8.0 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 Proponent provide additional information to support any of the responses provided.

If additional space is required, the Proponent may attach its response(s) to this Annex 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 Additional social sustainability initiatives
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*

REQUEST FOR QUOTATIONS No. PS20180949  
SUPPLY AND DELIVERY OF LED LUMINAIRES & ARMS  
APPENDIX 5 - VENDOR LEADERSHIP QUESTIONNAIRE

---

- *sustainable purchasing*

1. Does your company own buildings 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 owned buildings owned and/or rented space in Metro Vancouver with respect to the elements listed below. **Please limit answer to 400 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 250 words or less.**

---

---

---

3. Describe any other initiatives undertaken past three (3) years that have significantly reduced the GHG emissions of your operations. **Please limit answer to 250 words or less.**

---

---

---

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

☐ Yes ☐ No

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

REQUEST FOR QUOTATIONS No. PS20180949  
SUPPLY AND DELIVERY OF LED LUMINAIRES & ARMS  
APPENDIX 5 - VENDOR LEADERSHIP QUESTIONNAIRE

---

- ☐ office paper
- ☐ plastic and glass containers
- ☐ soft plastic
- ☐ food waste/compostables
- ☐ batteries
- ☐ printer or toner cartridges
- ☐ Styrofoam
- ☐ IT equipment / electronics / mobile devices
- ☐ clean wood (e.g., pallets)
- ☐ metals

5. Describe any other initiatives undertaken in the past three (3) years that have significantly reduced waste from your operations. Please limit answer to 250 words or less.

---

---

---

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

- ☐ Sustainable food items (e.g., Fairtrade coffee; organic produce; OceanWise seafood)
- ☐ Copy paper (e.g., 100 per cent post-consumer waste; Forest Stewardship Council certified; tree free)
- ☐ Janitorial supplies (e.g., ECOLOGO or Green Seal certified)
- ☐ IT equipment (e.g., EPEAT Gold, EnergyStar qualified)
- ☐ Office products (e.g., ECOLOGO; recycled; non-toxic)
- ☐ Printing services (e.g., Forest Stewardship Council certified paper and printer)
- ☐ Promotional / marketing items (e.g., fair labour practices; reusable; recyclable)
- ☐ Courier services (e.g., use energy efficient, low carbon or alternative fuel vehicles)
- ☐ Catering services (e.g., serve sustainable food; employ social enterprises; use reusable serving ware)
- ☐ Landscaping services (e.g., use energy efficient equipment; employ social enterprises)
- ☐ Other: (list)

---

---

---

## SECTION 2: SOCIAL IMPACT

*This section of the leadership questionnaire addresses the following elements:*

- *Workplace development programs*
- *Supporting social enterprises*
- *Other social sustainability initiatives*

REQUEST FOR QUOTATIONS No. PS20180949  
SUPPLY AND DELIVERY OF LED LUMINAIRES & ARMS  
APPENDIX 5 - VENDOR LEADERSHIP QUESTIONNAIRE

---

1. Does your company employ and/or provide training opportunities for *person(s) 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 *person with barriers to employment* 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.

---

---

---

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 250 words or less.



REQUEST FOR QUOTATIONS No. PS20180949  
SUPPLY AND DELIVERY OF LED LUMINAIRES & ARMS  
APPENDIX 5 - VENDOR LEADERSHIP QUESTIONNAIRE

---

---

---

**SECTION 3: DEFINITIONS**

**Social Enterprise:**

A business that: (i) is owned by a non-profit organization or community services co-operative; (ii) is 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; and (iii) has a defined social and/or environmental mandate.

**Person with Barriers to Employment:**

A person who faces one or more circumstances that can lead to underemployment or unemployment.

**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/cc3](http://www.fin.gov.bc.ca/prs/cc3) for more information.

REQUEST FOR QUOTATIONS No. PS20180949  
SUPPLY AND DELIVERY OF LED LUMINAIRES & ARMS  
APPENDIX 6 - GOODS SUSTAINABILITY REQUIREMENTS QUESTIONNAIRE

---

APPENDIX 6  
GOODS SUSTAINABILITY REQUIREMENTS QUESTIONNAIRE

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 3<sup>rd</sup> 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 Proponent is strongly encouraged to provide goods that meet the above requirements where applicable to the particular product category.

In the Proposal, please address the following questions regarding the environmentally preferable attributes of the good(s) being offered. Please review the definitions section prior to answering the questions. If a question is not applicable to the type of good(s) being offered, indicate "not applicable."

1. Does the good consume energy (e.g., electricity, natural gas, use battery power)?

Yes                      No

If yes, please provide information to demonstrate that the good is energy efficient (e.g., the good is ENERGY STAR qualified; the good uses solar-powered batteries; the good has an energy factor of X, etc). 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 3<sup>rd</sup> party eco-certification? See definition below.

Yes              No              Not applicable

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

REQUEST FOR QUOTATIONS No. PS20180949  
SUPPLY AND DELIVERY OF LED LUMINAIRES & ARMS  
APPENDIX 6 - GOODS SUSTAINABILITY REQUIREMENTS QUESTIONNAIRE

---

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              Not applicable

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

6. Is the good Fairtrade certified?

Yes              No              Not applicable

If yes, list the Fairtrade certification:

7. Definitions:

Energy Efficient:

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

- ENERGY STAR qualified,
- position on the EnerGuide label "energy consumption indicator" (above 50 per cent),
- 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.),
- derives 100 per cent of energy from renewable sources (e.g., solar)

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.)

3<sup>rd</sup> party eco-certification:

3<sup>rd</sup> 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.

REQUEST FOR QUOTATIONS No. PS20180949  
SUPPLY AND DELIVERY OF LED LUMINAIRES & ARMS  
APPENDIX 6 - GOODS SUSTAINABILITY REQUIREMENTS QUESTIONNAIRE

---

Fairtrade certified:

Fairtrade certified means a product carries the FAIRTRADE Mark, an independent certification mark guaranteeing that a product has been produced according to international Fairtrade Standards set by Fairtrade International. The FAIRTRADE Mark is the exclusive property of Fairtrade International and is internationally registered as a Canadian trademark.