

**REQUEST FOR QUOTATIONS NO.PS20190217 (the “RFQ”) IN RESPECT OF
SUPPLY AND DELIVERY OF LYCIAN 1295/4 ELT 3000/4000W XENON FOLLOWSPOTS**

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 3 below), on Thursday February 28th, 2019 at 3:00pm Vancouver time (the “Closing Time”).

QUOTATIONS WILL NOT BE PUBLICLY OPENED.

NOTES:

1. Quotations should be submitted by email prior to the Closing Time in accordance with the following:
 - Subject of the file to be: PS# - Title – 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; 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.
 - Submitting the files via Drop box, FTP, or similar programs, is not acceptable.
2. Quotations must be marked with the vendor’s name and the RFQ title and number.
3. “Vancouver Time” will be conclusively deemed to be 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.
4. DO NOT SUBMIT QUOTATIONS BY FAX
5. All queries related to this RFQ should be submitted in writing to the attention of:

Jason Charbonneau, Buyer

Email: jason.charbonneau@vancouver.ca

(the “**Contact Person**”)

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INSTRUCTIONS TO VENDORS

1.0 INTRODUCTION AND SUBMISSION INSTRUCTIONS

- 1.1 The City of Vancouver (the “**City**”) is seeking quotations to determine if it will issue one or more purchase orders in respect of the supply and delivery of Lycian 1295/4 ELT 3000/4000w Xenon Followspots and associated accessories.
- 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 standard purchase order terms and conditions attached as Appendix 3. The City hereby reserves the right to amend its standard purchase order terms and conditions at any time without providing notice to vendors. If the City issues a purchase order pursuant to this RFQ, it is the sole responsibility of the vendor to review and familiarize itself with the terms and conditions of the purchase order before supplying any goods or services.
- 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 INQUIRIES

- 2.1 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.

3.0 PRICING

- 3.1 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.
- 3.2 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.
- 3.3 Prices are to be quoted in Canadian currency.

4.0 ADDRESS(ES) FOR DELIVERIES OR WORK

- 4.1 Any successful vendor of goods may be asked to deliver goods to or perform work at the following address: **The Vancouver Civic Theaters – Stage Door, 649 Cambie Street, Vancouver, BC V6B 2P1** or to such other addresses as are specified in a City contract or purchase order.

5.0 DELIVERY TIMES OR WORK SCHEDULES

- 5.1 Vendors are asked to state in their quotations the time(s) required from the placement of an order to delivery of goods or completion of work. **Deliveries must be made between 8:00 a.m. and 4:00 p.m., Monday to Friday, excluding statutory holidays, unless other arrangements have been agreed to in writing.**

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6.0 QUANTITIES

6.1 Each quantity stated herein is the City's best estimate of its requirements. Actual quantities may vary.

7.0 TERMS OF PAYMENT

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

7.2 Vendors should indicate whether they can accept payment by EFT (electronic funds transfer) and/or by credit card.

8.0 PLACEMENT OF A PURCHASE ORDER

8.1 The City currently expects that the result of this RFQ will be that it will issue a purchase order in the form of Appendix 3 to order goods from a successful vendor in the form of Appendix 3.

8.2 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.

8.3 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).

9.0 ALTERNATIVES / DEVIATIONS

9.1 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.

10.0 EVALUATION CRITERIA

10.1 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.

10.2 The City may elect to not accept any quotation, and may terminate or amend this RFQ at anytime.

10.3 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.

11.0 NO CLAIMS AGAINST THE CITY

11.1 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;

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- (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
- (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).

12.0 CONFLICTS/COLLUSION/LOBBYING

12.1 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.

12.2 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.

12.3 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.

12.4 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.

12.5 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.

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 QUOTATION FORM

ATTENTION: Jason Charbonneau, Buyer - SCM

FROM: _____ (Company Name)
 _____ (Contact Name)

SUBJECT: REQUEST FOR QUOTATIONS NO. PS20190217 (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:

(If the vendor is not offering goods or services that fully comply with the requirements set forth in Appendix 1 of the RFQ, do not complete this table of prices and instead complete only the table under Section 2.0 of this form below.)

Item	Description	Unit Price	Unit	Quantity	Total Price
1.	Lycian 1295/4 ELT 3000/4000w Xenon Followspots , in accordance with the specifications set out in the RFQ.	\$	ea	4	\$
2.	Lycian P/No. 46 locking caster assemblies , in accordance with the specifications set out in the RFQ.	\$	ea	4	\$
3.	Osram XBO 3000 W/HS XL OFR 69152 Bulb in accordance with the specifications set out in the RFQ.	\$	ea	4	\$
4.	Osram XBO 3000 W/HS XL OFR 69152 spare Bulb in accordance with the specifications set out in the RFQ.	\$	ea	2	\$
5.	Hubbell L6-30P Twist Lock Male Plug , in accordance with the specifications set out in the RFQ.	\$	ea	4	\$
6.	INTERTEK Special Inspection for 4 followspots , in accordance with the specifications set out in the RFQ.	\$	ea	1	\$
GST and PST, where applicable, should not be included in prices.				TOTAL	\$
Delivery costs should be included in prices.					

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2.0 DEVIATIONS, ALTERNATIVES AND ADDITIONAL GOODS OR SERVICES

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

Item	Description	Unit Price	Unit of Measure	Quantity	Total Price
1.		\$			\$
2.		\$			\$
3.		\$			\$
GST and PST, where applicable, should not be included in prices. Delivery costs should be included in prices.				TOTAL	\$

DESCRIPTIONS OF GOODS AND SERVICES:

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

3.0 WARRANTY:

(Vendors are to define all product warranties in their quotation)

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4.0 DELIVERY LEAD TIMES

(Provide the information requested by Section 5.0 of the RFQ's Instructions to Vendors.)

5.0 TERMS OF PAYMENT

(Provide the information requested by Section 7.0 of the RFQ's Instructions to Vendors.)

6.0 CONFLICTS/COLLUSION/LOBBYING

(Provide the information requested by Section 12.0 of the RFQ's Instructions to Vendors.)

7.0 OTHER INFORMATION

(Please set forth in this Section 7.0 all other details requested or required by the RFQ, or which the vendor wishes to include as part of its offer. Among other things, note here any proposed deviations from Appendix 3. Add additional pages as necessary.)

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8.0 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 form set out in Appendix 2 of the RFQ.

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.

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.): _____

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APPENDIX 1 - REQUIREMENTS

The Vancouver Civic Theaters requires 4 followspots and associated accessories to replace existing equipment. Specifications required are as follows:

Item #	Description	Quantity Required
1.	Lycian 1295/4 ELT 3000/4000W Xenon Followspot <ul style="list-style-type: none">• Lycian 938 3/4K Electronic Power Supply with 10AWG Power Cables• Lycian 1323, 4 legged rigid base, including locking plat	4
2.	Lycian P/No. 46 locking caster assemblies for 1323 base	4
3.	Osram XBO 300 W/HS XL OFR 69152 Bulb	4
4.	Osram XBO 300 W/HS XL OFR 69152 Spare Bulb	2
5.	Hubbell L6-30P Twist Lock Male Plug, Rated for 30A/250V Hubbell part #HBL2621	4
6.	INTERTEK Special Inspection for 4 followspots	1

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APPENDIX 2 - DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

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

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

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

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

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

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

Signature: _____

Name and Title: _____

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APPENDIX 3 - PURCHASE ORDER TERMS AND CONDITIONS

PRECEDENCE OF DOCUMENTS:

If there is a written contract for the sale and purchase of the goods or services referred to on the first page of this purchase order (the "Supply"), which written contract has been entered into prior to the issuance of this purchase order and is existing between the person or company to which this purchase order is addressed (the "Vendor") and the City of Vancouver (the "City") as of the time of the issuance of this purchase order, then this purchase order shall not be construed as an amendment to, or as a waiver of any item of, or as a contract supplementary to, such pre-existing contract (the "Contract"). Rather, in such event, the Contract shall govern the Supply, and, notwithstanding any other statement herein, the terms and conditions herein shall have no effect, except as may be expressly referred to in the Contract, and save that this purchase order may be used for the City's accounts payable and supplier-management purposes and that the City requests that the Vendor include the number of his purchase order on all invoices and other documents relating to the Supply and that the Vendor direct invoices for the Supply to the address set forth above under "Please bill to." If there is no Contract (as defined above), a contract will be formed on the terms and conditions stated in this purchase order upon the Vendor's execution of this purchase order or the commencement of performance of the Supply, in the manner and to the extent stated under "Offer and Acceptance" below.

REQUIRED DOCUMENTATION:

Failure to meet these requirements may result in the goods and/or invoices being returned at the Vendor's cost.

- a. The purchase order number must be shown on all related invoices, shipping papers, transportation bills, packages, packing lists and correspondence.
- b. A separate invoice must be rendered for each shipment or delivery and mailed or delivered with the goods to the Department/Division/Branch shown on the front of the purchase order. All invoices must bear a unique reference (invoice) number.
- c. A packing list must be included with each shipment applied against this purchase order.
- d. Where applicable, serial numbers are to be shown on the invoice including serial numbers of trade-in equipment.
- e. The Vendor shall provide appropriate labels and material safety data sheets for WHMIS regulated products. No product containing asbestos shall be supplied at any time without written authorization.

OFFER AND ACCEPTANCE:

The Vendor, by the execution of this purchase order or by the commencement of performance enters into a binding agreement of purchase and sale with the City of Vancouver (the "City") for the supply of the goods and services as listed on the face of this purchase order subject to these terms and conditions.

The City's placement of this purchase order with the Vendor is expressly conditioned upon the Vendor's acceptance of all the terms and conditions contained on, attached to, or expressly incorporated by reference in this purchase order.

Any terms and conditions proposed by the Vendor that are inconsistent with or in addition to the terms and conditions of this purchase order are void and of no effect, whether provided in an invoice, confirmation of purchase or other instrument.

PAYMENT:

Payment by the City shall be made after final acceptance by the City of the goods and services, notwithstanding any previous passing of title to the goods.

PRICES/TERMS OF SHIPMENT:

Unless otherwise noted on the face of the purchase order:

- a. prices and shipping terms are DDP (Incoterms 2000); and
- b. prices include all packing, handling, cartage, taxes, duties and are otherwise all-inclusive.

DELIVERY:

Time is of the essence. The Vendor must advise immediately of any shortage or delay of any kind. If delivery of goods and services is not completed by the delivery date, the City reserves the right to terminate this purchase order in whole or in part and to purchase substitute goods and services elsewhere and charge the Vendor with any incidental or consequential damages that might be incurred.

WARRANTY:

Without limitation to any additional warranties provided by the Vendor, whether indicated on the face of the purchase order or otherwise provided, the Vendor warrants that: (a) all goods shall be of merchantable quality and free from defects in workmanship and materials; (b) all goods shall strictly conform to applicable samples, specifications and drawings; (c) all goods and services shall be fit for the purpose intended by the City; (d) all goods shall be free and clear of all liens, charges and encumbrances; (e) the goods and services shall comply with the standards set forth by applicable federal, provincial, municipal and industry regulatory agencies; (f) the shipping and handling of any hazardous material will be made in accordance with all applicable laws and regulations; and (g) the goods and services shall comply with all applicable environmental protection laws and regulations.

Unless a longer warranty period is specified on the face of the purchase order or is otherwise provided, the foregoing warranty shall be valid for one year from the date of acceptance of the goods and services by the City. If at any time prior to the expiration of any applicable warranty period, any weakness, deficiency, failure, breakdown or deterioration in workmanship or material should appear or be discovered in the goods and services furnished by the Vendor, or if the goods and services do not conform to the terms and conditions of this purchase order, the City may at its option (a) require the Vendor to promptly replace, redesign or correct the defective and non-conforming goods and services at no expense to the City, or (b) the City may replace or correct the defective goods and services and charge the Vendor with all expenses incurred by the City. The Vendor agrees to indemnify and save harmless the City, its members, officers, employees, assigns, agents, clients and the public from any liability, loss, cost and expense arising either directly or indirectly, from breach of any warranty given by the Vendor hereunder.

INSPECTION:

All goods and services are subject to inspection and approval by the City upon delivery. The City reserves the right to refuse acceptance of goods and services which are not in accordance with City's specifications or not in compliance with the Vendor's warranty (expressed or implied). Goods not accepted will be returned to the Vendor at the Vendor's expense. The City will not be deemed to have accepted goods and services by virtue of a partial or full payment for them and in no event unless and until the City gives the Vendor written confirmation of acceptance following the City's receipt, inspection and approval of the goods and services.

PASSAGE OF TITLE/RISK:

Despite any other term of this purchase order, risk of loss or damage to the goods and services will remain with the Vendor until the receipt, inspection and written approval of the goods and services by the City.

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APPENDIX 3 - PURCHASE ORDER TERMS AND CONDITIONS

INSURANCE:

The Vendor shall purchase and maintain insurance appropriate for a prudent supplier of the goods and services. The Vendor shall provide proof of such insurance, if so requested by the City.

INDEMNITY:

The Vendor agrees to indemnify and save harmless the City, its members, officers, employees, assigns, agents and clients from any liability, loss, cost and expense arising directly or indirectly from claims, proceedings and investigations ("Losses") advanced by or on behalf of third parties to the extent such Losses are caused or contributed to by any breach of this agreement by the Vendor or negligence or willful misconduct by the Vendor or other party for whom the Vendor is responsible.

WAIVER AND LIMITATIONS OF LIABILITY:

The Vendor hereby waives and disclaims any right of action or claim against the City (other than for payment of the purchase price set forth on the face of this purchase order) for any liability, loss, cost and expense arising directly or indirectly from its supply of the goods and services listed on the face of this purchase order.

If, regardless of the foregoing, the City becomes liable on any basis to the Vendor its liability shall not in the aggregate exceed the purchase price set forth on the face of this purchase order.

WORKSAFEBC:

The Vendor shall maintain registration with WorkSafeBC and adhere to all WorkSafeBC practices relevant to the goods and/or services to be delivered by the Vendor under the terms of this purchase order.

CITY SUPPLIED PROPERTY:

Title to any items which have been supplied to the Vendor by the City, or paid for by the City, in advance of delivery by the Vendor of the goods and services ordered on the face of the purchase order, shall at all time be vested in the City. The risk of loss for such items shall remain with the Vendor until delivery to the City of such items, in the same conditions as originally received by the Vendor. The Vendor hereby agrees to be responsible for any and all loss or damage to the City's property while such property is in its possession or control.

Technical information, specifications, drawings, designs, building and floor plans and other documentation relating to the business or activities of the City disclosed by the City to the Vendor pursuant to this purchase order shall be held in strict confidence by the Vendor and shall remain the exclusive property of the City and may not be copied or reproduced without the express written consent of the City.

INTELLECTUAL PROPERTY:

The Vendor shall defend, indemnify and hold harmless the City, its members, officers, employees, agents, clients, and the public from any expense, cost, loss, claim, damage, judgment or liability for infringement or alleged infringement of third party intellectual property rights including any patent, copyright, industrial design, trademark or trade secret with respect to the goods and services and their process of manufacture. The Vendor shall at its own expense defend or assist in the defense of, at the City's option, any action in which such infringement is alleged.

COMPLIANCE WITH LAWS:

In accepting this purchase order, the Vendor represents that it has complied and will continue during the performance of this purchase order to comply with the provisions of all applicable third party contracts, and all applicable laws. The laws of British Columbia govern this agreement, the courts of British Columbia have exclusive jurisdiction over any disputes under it, and all provisions of the International Sale of Goods Act (BC) are specially excluded.

NO PROMOTION OF RELATIONSHIP:

The Vendor must not disclose or promote its relationship with the City, including by means of any verbal declarations or announcements and by means of any sales, marketing or other literature, letters, client lists, press releases, brochures or other written materials without the express prior written consent of the City.

ASSIGNMENT:

This purchase order shall not be assigned or subcontracted by the Vendor without the prior written consent of the City.

CHANGES/MODIFICATIONS/TERMINATION:

The City reserves the right at any time, to cancel or terminate this purchase order in whole or in part by written or verbal notice confirmed in writing or to make changes in any one or more of the following: quantity, specifications, methods of shipment or packing, and place or timing of delivery. If any such change causes a change in the cost of or the time required for performance of this purchase order, an equitable adjustment shall be made in the price or delivery schedule, or both. No agreement or understanding to modify this purchase order shall be binding on the City unless in writing and signed by the City's authorized agent.