



REQUEST FOR QUOTATION

SUPPLY AND DELIVERY OF SIGN MAKING MATERIALS

RFQ No. PS20200601

Issue Date: November 30th, 2020

Issued by: City of Vancouver (the "City")

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 January 12th, 2021 (the “Closing Time”).

QUOTATIONS WILL NOT BE PUBLICLY OPENED.

SUBMISSION INSTRUCTIONS:

Please carefully read the following submission instructions. Failure to follow the submission instructions may result in the vendor’s quotation being set aside and given no further consideration.

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

- Subject of the file to be: PS# - RFQ - Title - Vendor name.
- Document format for submissions:
 - PDF format - 1 combined PDF file (including QUOTATION FORM; Appendix 1; 2; 3-1 and 3-2)
 - Pricing Table in excel sheet separately with one combined PDF file

Note: Quotation Form and Appendix 1, 2, 3-1 and 3-2 have been posted in word version for vendors to complete easily.

- Zip the files to reduce file size if needed.
 - Send your submissions to Bids@vancouver.ca; do not deliver a physical copy to the City of Vancouver.
 - Submitting the files via FAX, Drop box, FTP, or any other method, is not acceptable.
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. All queries related to this RFQ should be submitted in writing to the attention of:

Jing Fan, Buyer
Email: jing.fan@vancouver.ca
(the “Contact Person”)

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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 materials to be used in the production of signs at its sign shop. 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 - Service Requirements for a detailed description of the City’s requirements.
- 1.3 **THIS IS NOT AN INVITATION TO TENDER. VENDORS ARE NOT REQUIRED TO SUBMIT IRREVOCABLE OFFERS.**
- 1.4 Vendors should carefully review the City’s intended form of agreement attached as Appendix 4.
- 1.5 Vendors should submit quotations via email in accordance with the above submission instructions and in the format 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 COMPLIANCE WITH CITY POLICY

- 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 “Declaration of Supplier Code of Conduct Compliance” attached to this RFQ as Appendix 2 and include it with its quotation; and
 - (b) adhere to the supplier performance standards set forth in the Supplier Code of Conduct.
 - (c) 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

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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.

4.0 PRICING

4.1 Unit Pricing may be entered in the Excel sheet entitled “PS20200601 - RFQ Table of Prices” which accompanies this RFQ. For further information on entering pricing refer to sections 1.0 and 2.0 of the Quotation form.

4.2 Prices quoted are to be exclusive of provincial sales tax payable by the City under the Provincial Sales Tax Act (“PST”), and exclusive of any tax calculated upon such prices under the federal Excise Tax Act (“GST”), where applicable, except where expressly requested to the contrary.

4.3 The term of any Agreement is expected to be an initial three (3) - year period with three (3) possible two-year extensions, for a maximum total term of nine years.

4.4 Fixed prices should be quoted for the initial term of the vendor’s proposed agreement. Pricing for each of the subsequent two-year extensions will be negotiable provided that any requested price change must be submitted to the City in writing for approval and acceptance at least sixty (60) days prior to the end of the initial term or each of the twenty-four (24) month extension terms, as the case may be; therefore, each vendor should indicate in Section 3.0 of the Quotation form whether or not its pricing will remain in effect throughout that period.

4.5 Prices are to be quoted DDP destination (Incoterms 2010) and include all taxes (excluding GST and PST, except where expressly requested to be included), fees, charges, overhead, profit and other expenses or costs of any kind whatsoever necessary for or incidental to the supply and delivery of the specified item.

4.6 Prices are to be quoted in Canadian currency.

4.7 Vendors should state in Section 5.0 of the Quotation Form if volume incentives are available for annual purchases above a certain value.

5.0 ADDRESS(ES) FOR DELIVERIES

5.1 Any successful vendor of goods may be asked to deliver goods to or perform work at the following address(es):

- a) National Works Yard, 701 National Ave. Vancouver, B.C.
- b) Evans Service Yard, 955 Evans Ave, Vancouver, B.C.,

or to such other addresses as are specified in a City contract or purchase order. Deliveries must be made between the hours listed in Section 2.0(b) of Appendix 1.

6.0 DELIVERY TIMES OR WORK SCHEDULES

6.1 Vendors are asked to state in Section 4.0 of Appendix 1 - Service Requirements the time(s) required from the placement of an order to delivery of goods. The City may give

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precedence to vendors who can deliver goods to any delivery address stated in Section 5.0, above, within eight (8) to ten (10) business days of the placement of an order.

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 proposed payment terms are as indicated in the form of agreement attached as Appendix 4; 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 Section 4.0 of the Quotation Form if it offers or requires particular payment terms.

8.2 Canadian-based vendors will be required to accept payment via Electronic Funds Transfer (except for one-time only payments). United States based vendors will be paid via cheque and international vendors will be paid via wire transfer.

8.3 Vendors should indicate in Section 4.0 of the Quotation Form whether they can accept payment by EFT (electronic funds transfer) and/or by credit card.

9.0 CONTRACTING

9.1 The City currently expects that the result of this RFQ will be that it will contact a successful vendor or multiple vendors to propose the entry into a contract in the form of Appendix 4.

9.2 The City may elect not to buy anything or enter into any contract as a result of this RFQ. The City may elect to enter into a contract or place an order resulting from this RFQ with one vendor or more than one vendor. The City is not obligated to enter into an exclusive arrangement with any vendor or to purchase any quantity of goods or services.

9.3 Where the head office of a successful vendor is located within the City of Vancouver and/or where a successful vendor is required to perform services at a site located within the City of Vancouver, the successful vendor is required to have a valid City of Vancouver business license (or, if available, a Metro West Inter-municipal Business License).

10.0 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, or where goods are not exactly as specified, the deviations or alternatives should be indicated in the vendor's quotation in the "Alternate Pricing Table" tab of the Excel spreadsheet accompanying this RFQ as outlined in Section 2.0 of the Quotation Form. 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 overall cost, including as appropriate: purchase price, order pick up and transport costs, installation

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costs and maintenance and life cycle costs; however, the City may take into account other factors affecting value, including but not limited to those concerning:

- a) a vendor's ability to meet the specifications and requirements stated in the RFQ, including but not limited to the requirements indicated in Appendix 1;
- b) sustainability initiatives that would support the City's economic sustainability values and goals;
- c) lead times;
- d) availability of parts and service, warranties, and compatibility with existing goods;
- e) vendors' past performance, reputations or experience; and
- f) any other criteria the City deems, in its sole and absolute discretion, necessary to evaluate a vendor's offer.

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

- 11.2 The City may elect not to 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.

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
- (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

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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.

14.0 INSURANCE AND WORKERS' COMPENSATION COVERAGE

- 14.1 Each vendor must submit with its quotation a Certificate of Existing Insurance, in the form of Appendix 3-1 to the RFQ, duly completed and signed by its insurance agent or broker as evidence of its existing insurance, along with a letter (Appendix 3-2) from its insurance broker or agent indicating whether or not (and, if not, then to what extent) it will be able to comply with the insurance requirements set out in Section 5.2 of the sample Appendix 4 - Form of Agreement, should the vendor be selected as a successful vendor. (Any successful vendor will also be required to provide proof of the satisfaction

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of all insurance requirements prior to or concurrently with entering into any Agreement with the City.

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

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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 and in Appendix 1.

1.0 TABLE OF PRICES:

1.1 Pricing Table

A separate Excel Spreadsheet is provided for the quotation. Pricing is to be entered and submitted into the Excel spreadsheet. The quotation should be in accordance with INSTRUCTIONS TO VENDORS, Section 4.0 of the RFQ.

The pricing table contains a listing of products and estimated quantities for which the vendor should provide pricing. While the list represents a sample of the products that the City has purchased in the past this is not a complete list of the City's requirements.

The unit prices entered into the spread sheet should not include PST or GST payable by the City. The cost of delivery to the City should be included.

If the vendor is offering goods or services that do not fully comply with the requirements set forth in Appendix 1 of the RFQ, please refer to Section 2.0 below.

In addition to completing the Pricing Table the vendor should state the discount that the City would receive for products which are not listed on the pricing table so that the City would not be paying a higher mark-up on these unlisted products than it pays for products which are listed on the pricing table.

DESCRIPTION OF DISCOUNT STRUCTURE FOR PRODUCTS NOT LISTED IN THE PRICING TABLE:

(Describe the discounts for unlisted products. Attach documents if necessary.)

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2.0 PRICING TABLE FOR DEVIATIONS, ALTERNATIVES AND ADDITIONAL GOODS OR SERVICES

Are there goods or services with deviations, or are there alternative or additional goods or services suggested by the vendor? If yes, list them in the "Alternate Pricing Table" tab of the Excel sheet entitled "PS20200601 - RFQ Table of Prices" which accompanies this RFQ.

DESCRIPTIONS OF GOODS AND SERVICES:

(Describe the deviations or describe the alternative goods or services or suggested additional goods or services. Attach documents and / or use additional pages.)

3.0 PRICE AND SUPPLY CERTAINTY

(Vendor should confirm if they are able to be in compliance with the requirements as defined by Section 4.0 of RFQ's Instructions to Vendors.)

(Vendor should propose with the framework/methodology and referenced material indices for pricing adjustment for any extension term.)

4.0 TERMS OF PAYMENT (IF OTHER THAN NET 30)

(Provide the information requested by Section 8.0 of the RFQ's Instructions to Vendors including information on early pay discounts.)

CASH DISCOUNTS

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

- i. paid within _____ days; or
- ii. paid by the _____ of the month following.

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

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(Provide the information here for whether accepting the City’s payment term or any discounts or more favourable (or less favourable) terms you offer, requested by Section 8.0 of the RFQ’s Instructions to Vendors.)

5.0 VOLUME INCENTIVES

VOLUME INCENTIVES	
Annual Sales Volume	Percentage Discount Offered for Reaching this Volume
\$50,000.00 < \$99,999.99	%
\$ 100,000.00 < \$149,999.99	%
\$ 150,000.00 < \$199,999.99	%
\$ 200,000.00 < \$249,999.99	%
\$ 250,000.00 and up	%

(Provide the information requested by Section 4.7 of the RFQ’s Instructions to Vendors.)

6.0 ENVIRONMENTAL AND SOCIAL SUSTAINABILITY

(Please indicate information concerning the environmental sustainability of the goods or services offered with regards to Healthy Ecosystems (minimizing pollution/toxicity, conserving natural resources, and regenerating ecological; local food; clean water / water consumption), Zero Waste (reducing and/or diverting), Zero Carbon (reducing/eliminating greenhouse gases), including an explanation of any on-going efforts or plans that the vendors has, or steps that it has taken in the past to improve energy efficiency and / or minimise production of “greenhouse gas” emissions.)

(Please indicate information concerning the social sustainability of the goods or services offered with regards to advancing inclusion, reconciliation, equity and diversity by increasing economic opportunities for equity seeking populations (including but not limited to non-profits/coops, women, Indigenous persons, people with disabilities, LGBTQ+), including an explanation of any on-going efforts or plans the vendor has, or steps that it has taken in the past, to contribute to City goals & strategies of advancing inclusion, reconciliation, equity and diversity and / or to your organization’s efforts to promote workforce diversity for underemployed, unemployed, under-represented populations (including but not limited to women, Indigenous People,

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newcomers/immigrants, visible minorities, People with Disabilities, and LGBTQ+ people.)

7.0 SUPPLIER AND WORKPLACE DIVERSITY

Please note that the Supplier and Workplace Diversity questions in this Section are optional and will not form part of the evaluation of this RFQ. Vendors' answers to the following questions are for information gathering purposes only and will be kept confidential in accordance with the Legal Terms and Conditions of this RFQ.

<p>In the space below, indicate the vendor's company profile with regards to social value and economic inclusion including social/environmental certifications and/or if owned/controlled by an equity-seeking demographic (including but not limited to non-profit, cooperative, Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ+ people).</p>	
<p>Majority owned/controlled/ by:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Women <input type="checkbox"/> Indigenous Peoples <input type="checkbox"/> Non-Profit/Charity (Social Enterprise) <input type="checkbox"/> Coop <input type="checkbox"/> Community Contribution Corporation (3C/CCC) <input type="checkbox"/> Ethno-cultural Persons <input type="checkbox"/> People with Disabilities <input type="checkbox"/> LGBTQ+ <input type="checkbox"/> Other: please indicate 	<p>Social / Environmental Certifications</p> <ul style="list-style-type: none"> <input type="checkbox"/> BCorp <input type="checkbox"/> BuySocial <input type="checkbox"/> Supplier Diversity Certification <input type="checkbox"/> Fairtrade <input type="checkbox"/> Green Business Certification (ie. LEED, ClimateSmart) <input type="checkbox"/> Other: please indicate
<p>As best known, in the space below, indicate the vendor's company profile with regards to economic inclusion supporting employment equity, diversity, inclusion and reconciliation by an equity-seeking demographic (including but not limited to non-profit, cooperative, Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ+ people). <i>Confidential & for information only</i></p>	
<p>Workforce Diversity:</p> <ul style="list-style-type: none"> % Women % Indigenous Peoples % Ethno-cultural People % People with Disabilities % LGBTQ+ % Other: please indicate 	

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OTHER SUSTAINABILITY INITIATIVES

Please state any other sustainability initiatives that your firm has implemented which are not covered in this section 5.0. Use additional pages if necessary.

8.0 CONFLICTS / COLLUSION / LOBBYING

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

9.0 OTHER INFORMATION

(Please set forth in this Section 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 4. Add additional pages as necessary.)

10.0 TERMS AND CONDITIONS

The vendor should print, sign and scan this form for submission to the city via email in accordance with the instructions for submission provided above.

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 Appendices 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 1, 2, 3-1 and 3-2 of the RFQ, as well as having attached a letter from WorkSafeBC confirming the vendor's current registration.

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Moreover, by signing this form, the vendor also acknowledges and agrees that it has determined that the terms and conditions stated in Appendix 4 would be acceptable to it, or it has noted required deviations above.

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Company Name: _____

Signature of Authorized Signing Officer: _____ Date: _____

Name of Authorized Signing Officer: _____

Title of Authorized Signing Officer: _____

Mailing Address: _____

Cheque Payable/Remit to Address: _____

Telephone No.: _____ Fax No.: _____

Key Contact Person: _____ E-mail: _____

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

City of Vancouver Business License No. (or, if available, Metro West Inter-Municipal Business License No.): _____ WorkSafeBC Registration No.: _____

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APPENDIX 1 - SERVICE REQUIREMENTS**

This Appendix 1 provides further information regarding the Requirements to which the City is seeking a response. Vendors may enter information directly on this Appendix 1 and submit it as part of their Quotation.

1.0 MANDATORY REQUIREMENTS

The following are mandatory requirements. Failure to comply with mandatory requirements may or may not result in the quotation being set aside and given no further consideration. Please enter a response in the “Complies” column of the following table:

	Mandatory Requirement	Complies (Yes or No)
A.	Has been a distributor or a manufacturer of sign making materials for a minimum period of three years.	
B.	Has the ability to deliver regular items during the City’s regular business hours (as stated below) to the City’s key centres or to job sites within 8 to 10 business days from the time the order is placed.	
C.	Is able to supply specified items for which it may not have normal distributorship, as a second-tier supplier.	

2.0 GENERAL REQUIREMENTS

a) The City operates two sign shops for the production of signs for use within City operations. The main production shop is located at the City’s National Works Yard at 701 National Avenue and it consumes the bulk of purchased materials. A smaller custom sign shop is located at Evan’s Service Yard at 955 Evans Avenue. Most purchases are received into inventory at National Stores (National Avenue) and issued to the sign shop as required. A small number of purchases are received into Stores at Evans Service Yard and later used by the custom sign shop.

b) City of Vancouver Warehousing Centers:

Facility	Operated by	Delivery Hours	Location
Evans Service Yard	Vancouver Park Board	7:30 A.M. to 2:30 P.M. Monday to Friday	955 Evans Ave, Vancouver
National Works Yard	Traffic & Electrical Operations (Eng).	9:00 A.M. to 2:30 P.M. Monday to Friday	701 National Ave. Vancouver
Central Stores - (Manitoba Yards)	Engineering Services	8:00 A.M. to 2:30 P.M. Monday to Friday	270 West 70 th Ave, Vancouver

c) Unless otherwise stated, if, and wherever, the Requirements state a brand name, a make, the name of a manufacturer, a trade name or a vendor catalogue number, it is for the purpose of establishing a grade or quality of materials, goods or equipment only.

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It is not intended to rule out the use of other equivalent materials, goods or equipment. If, however, products other than those specified are quoted in any quotation, the quotation must explicitly include the names of such products and their manufacturers, any trade names and any applicable vendor catalogue numbers, and the City may request that the Vendor provide specific evidence of equivalency. Evidence of quality in the form of samples may also be requested.

3.0 SERVICE CAPABILITIES - OPERATIONS AND LOGISTICS

a) The City would like to have a designated account representative to serve as point of contact and be responsible for managing the relationship between the City and any successful vendor. The account representative will work with designated City staff to ensure that the City objectives are met. Vendors are to provide an overview of their customer account management process and hierarchy;

b) All delivery is to be considered DDP destination (Incoterms, 2010). The vendor should state its expected delivery lead times from PO issue date for regular product;

c) The City wishes to minimize the number of invoices that are processed. The vendor should propose a method of accomplishing this objective such as summary or monthly billings or consolidation of shipments;

d) State the addresses of the location(s) from which deliveries would be dispatched for the City.

e) The City's preference is not to have a minimum order, however the vendor should indicate minimum ordering quantities and ordering values if these are applicable;

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4.0 LEAD TIME

(Vendor should confirm if they are able to meet the City’s lead time requirement requested by Section 6.0 of the RFQ’s Instructions to Vendors.)

5.0 MSDS and WHMIS

- a) Any successful Vendor will be required to provide Materials Safety Data Sheets (MSDS) and Workplace Hazardous Materials Information System (WHMIS) for all products.
- b) Each Vendor should state its willingness to supply MSDS and WHMIS sheets and describe how the various delivery sites will have access to the MSDS and WHMIS sheets.

6.0 VENDOR PERFORMANCE MANAGEMENT

- a) The successful Proponent’s overall performance and the quality of its work will be evaluated by the City, on such factors as service levels including the frequency of back-orders, on-time delivery, product return, billing and documentation accuracy and other issues that the City may determine as key performance indicators and/or service level agreements with the successful Proponent.
- b) The following KPI’s will be monitored and jointly reviewed by the City and the successful Proponent to ensure that service levels continually meet or exceed the City operational requirements:

MEASURE	KPI	DESCRIPTION	SUPPLIER COMMITMENT
Reliability	1	On-Time Delivery for Regular Items	≥ 98.0%
	2	Order Fulfillment Rate for Regular Items	≥ 95.0%
	3	Invoice Accuracy Rates	≥ 98.5%
	4	Shipping Accuracy Rate	≥ 99.0%

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APPENDIX 1 - SERVICE REQUIREMENTS**

MEASURE	KPI	DESCRIPTION	SUPPLIER COMMITMENT
Responsiveness	5	Inquiry Response	≤ 2 Hours
	6	Order Confirmation	≤ 4 Hours
Flexibility	7	Urgent Orders - Response	1 Hour
	8	Urgent Orders and Delivery	≤ 3 Days *

* Urgent order delivery - Delivery is best effort air shipment for regularly stocked items; non-stock items that are made to order will be delivered as soon as material is available to ship. Urgent orders may be subject to additional freight fees.

The City is requesting consolidation of orders for items that the City carries in stock and that have not been designated as urgent by the City.

(Vendor should confirm if they are able to be in compliance with the requirements as defined above, or otherwise provide the proposed measurement here.)

7.0 REPORTING

The successful Proponent is required to develop reports and tools that support its ability to serve the City. The initial reports will include the scores on the KPI measures reflected in Table in Section 6.0 (b) above, as well as the spending information of City departments and divisions and at an account level, in each case per the format developed and agreed upon by both Parties. The vendor will provide the City with agreed reports annually throughout the term of the Agreement, commencing on the completion of the first year.

(Vendor should confirm if they are able to be in compliance with the requirements as defined above, or otherwise provide the proposal regarding reporting here.)

8.0 KEY PERSONNEL AND REPRESENTATION

The successful Proponent should designate an account representative who will make decisions to ensure that the Agreement implementation and day-to-day operation are as specified herein, and who will service as a point of contact for the City.

(Vendor should identify key personnel and their roles in providing the services.)

Service After Hours

**REQUEST FOR QUOTATIONS NO. PS20200601
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APPENDIX 1 - SERVICE REQUIREMENTS**

The successful Proponent should provide the City with a one-hour response time for after-hours service requirements which are outside of the Supplier's regular working hours.

(Vendor should identify key personnel who will be available to answer urgent after-hours City calls within one (1) hour.)

9.0 SAMPLE

The successful Proponent shall deliver a samples of items requested to the City by such date to allow for adequate review time without impeding the project delivery, for the City to test and approve prior to placing an order for all of the sampled items.

If the samples do not meet the Product Specifications and the City determines that the successful Proponent can rectify the problem without delaying the project schedule, then the Supplier will rectify the problem and deliver to the City a sample which meets the City's requirements. Under no circumstances will the additional time granted to the successful Proponent pursuant to this Section affect the successful Proponent's obligation to meet the deadlines set out in a Purchase Order released against this agreement.

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

(Vendor should confirm if they are able to provide sample at no cost to the City at any time before order delivery to ensure product quality compliance.)

10.0 APPLICABLE CODES AND STANDARDS

- a) Where a material or item is required to conform to standards set out in a standard specification such as C.S.A. or A.S.T.M. or C.G.S.B. or B.C.B.C., the successful vendor shall obtain assurance from the supplier, in writing, (including trade literature), that its product does so conform.
- b) The successful vendor shall supply to the City, on request, satisfactory evidence that all equipment and material complies with standard specifications or test requirements.
- c) When references to the capitalized abbreviations set forth in the table on the following page are made, they refer to specifications, standards or methods of the respective association. Abbreviations listed in such table, but not otherwise used herein, shall be disregarded.
- d) All references to specifications, standards or methods of technical associations refer to the latest adopted revisions, including all amendments.

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APPENDIX 1 - SERVICE REQUIREMENTS**

List of Abbreviations

AASHTO	American Association of State Highway & Transportation Officials
BCBC	British Columbia Building Code
ACI	American Concrete Institute
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWS	American Welding Society
CAN	National Standard of Canada
CGA	Canadian Gas Association
CGSB	Canadian General Standards Board
CISC	Canadian Institute of Steel Construction
CPCA	Canadian Painting Contractor's Association
CPCI	Canadian Prestressed Concrete Institute
CRSI	Concrete Reinforcing Steel Institute
CSA	Canadian Standards Association
CUA	Canadian Underwriters Association
CWB	Canadian Welding Bureau
ISO	International Organization of Standardization
MMCDA	Master Municipal Construction Documents Association
MMA	Millwork Manufacturers Association
PCA	Portland Cement Association
PCI	Prestressed Concrete Institute
RTAC	Road and Transportation Association of Canada
SJI	Steel Joist Institute
SSPC	Steel Structures Painting Council
UL	Underwriters Laboratories
ULC	Underwriters Laboratories of Canada
WCB	Worker's Compensation Board

**REQUEST FOR QUOTATIONS NO. PS20200601
 SUPPLY AND DELIVERY OF SIGN MAKING MATERIALS
 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: _____

REQUEST FOR QUOTATIONS NO. PS20200601
SUPPLY AND DELIVERY OF SIGN MAKING MATERIALS
APPENDIX 3 - INSURANCE FORMS

APPENDIX 3

APPENDIX 3 - 1 EXISTING INSURANCE FORM
(TO BE COMPLETED AND APPENDED TO THE QUOTATIONS)

APPENDIX 3 - 2 A LETTER WHICH IS UNDERTAKING OF INSURANCE
(TO BE COMPLETED AND APPENDED TO THE QUOTATION)

APPENDIX 3 - 3 CERTIFICATE OF INSURANCE FROM FOR SUCCESSFUL PROPONENT
(TO BE COMPLETED AND SUBMITTED UPON AWARD)

(SEE ATTACHED INSURANCE FORMS)

**REQUEST FOR QUOTATIONS NO. PS20200601
SUPPLY AND DELIVERY OF SIGN MAKING MATERIALS
APPENDIX 3 - INSURANCE FORMS**

**APPENDIX 3 - 1 CERTIFICATE OF EXISTING INSURANCE
TO BE COMPLETED AND APPENDED TO THE QUOTATION**



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

1. **THIS CERTIFICATE IS ISSUED TO:** City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
and certifies that the insurance policy (policies) as listed herein has/have been issued to the Named Insured and is/are in full force and effect.
2. **NAMED INSURED** (must be the same name as the Proponent/bidder and is either an individual or a legally incorporated company)

BUSINESS TRADE NAME or **DOING BUSINESS AS**

BUSINESS ADDRESS

DESCRIPTION OF OPERATION

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

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

4. COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)

Including the following extensions:

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

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

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

6. UMBRELLA OR EXCESS LIABILITY INSURANCE

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

7. PROFESSIONAL LIABILITY INSURANCE

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

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

8. OTHER INSURANCE

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

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

Dated _____

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

REQUEST FOR QUOTATIONS NO. PS20200601
SUPPLY AND DELIVERY OF SIGN MAKING MATERIALS
APPENDIX 3 - INSURANCE FORMS

APPENDIX 3 - 2
UNDERTAKING OF INSURANCE

To: CITY OF VANCOUVER

Re: SUPPLY AND DELIVERY OF SIGN MAKING MATERIALS

Dear Sirs:

We, the undersigned have completed, signed and attached the "Certificate of Existing Insurance" enclosed with this undertaking and now also do hereby undertake and agree that if

_____ (the "Proponent") is awarded a Contract, we will insure the Supplier in accordance with the requirements of the Contract, the form of which is included in the RFQ Documents and will form part of the Contract Documents.

Dated at _____, British Columbia, this _____ day of _____ 20_____.

By (name): _____

Title: _____

Signature: _____

Full Corporate Name of Insurer:

The "Certificate of Existing Insurance" provided with the RFP should be completed and signed and enclosed with this Appendix, both of which are to be signed by the Insurance Company or an authorized broker on behalf of the Insurance Company. A SEPARATE FORM (AND CERTIFICATE OF EXISTING INSURANCE) SHOULD BE SIGNED FOR EACH POLICY IF THE PROPOENT HAS MORE THAN ONE INSURER OR BROKER FOR ITS POLICIES.

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

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

MAILING ADDRESS: _____

LOCATION ADDRESS: _____

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

- PROPERTY INSURANCE** naming the City of Vancouver as a Named Insured and/or Loss Payee with respect to its interests and shall contain a waiver clause in favour of the City of Vancouver.
 (All Risks Coverage including Earthquake and Flood)

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

- COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)**

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

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

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

- UMBRELLA OR** **EXCESS LIABILITY INSURANCE**

INSURER: _____	LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)
POLICY NUMBER: _____	Per Occurrence: \$ _____
POLICY PERIOD: From _____ to _____	Aggregate: \$ _____
	Self-Insured Retention: \$ _____

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

- POLICY PROVISIONS:**

Where required by the governing contract, agreement, lease, permit or license, it is understood and agreed that:

- The City of Vancouver, its officials, officers, employees, servants and agents have been added as Additional Insureds with respect to liability arising out of the operation of the Named Insured pursuant to the governing contract, agreement, lease, permit or license;
- THIRTY (30) days written notice of cancellation or material change resulting in reduction of coverage with respect to any of the policies listed herein, either in part or in whole, will be given by the Insurer(s) to the Holder of this Certificate; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply;
- The insurance policy (policies) listed herein shall be primary with respect to all claims arising out of the operation of the Named Insured. Any insurance or self-insurance maintained by the City of Vancouver shall be in excess of this insurance and shall not contribute to it.

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

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

SUPPLY AGREEMENT

BETWEEN:

SUPPLIER NAME

AND:

CITY OF VANCOUVER

RELATING TO SUPPLY AND DELIVERY OF SIGN MAKING MATERIALS

DATED <📅>

REQUEST FOR QUOTATIONS NO. PS20200601
SUPPLY AND DELIVERY OF SIGN MAKING MATERIALS
APPENDIX 4 - FORM OF AGREEMENT

SUPPLY AGREEMENT

THIS AGREEMENT is made as of <[DATE]>

BETWEEN:

<[SUPPLIER NAME]>, a <[CORPORATION]> organized under the laws of <[COUNTRY]> and having an office at <[ADDRESS]>

(hereinafter referred to as the “Supplier”)

AND:

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

(hereinafter referred to as the “City”)

WHEREAS the Supplier is in the business of selling sign making materials;

AND WHEREAS the City wishes to purchase sign making materials, upon and subject to the terms and conditions hereinafter set forth,

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

REQUEST FOR QUOTATIONS NO. PS20200601
SUPPLY AND DELIVERY OF SIGN MAKING MATERIALS
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**ARTICLE 1
INTERPRETATION**

1.1 Definitions

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

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

but does not include:

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

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

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

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- (q) **“Parties”** means the City and the Supplier and **“Party”** means one of them or any of them, as the context requires;
- (r) **“Permitted Purpose”** has the meaning ascribed thereto in Section 7.1;
- (s) **“Products”** means the products set out in Schedule A, and, where the context requires, Products ordered or supplied hereunder;
- (t) **“Proposal”** means the Supplier’s proposal dated <☐>, submitted by the Supplier to the City in response to the RFQ;
- (u) **“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;
- (v) **“RFQ”** means the City’s Request for Quotation number PS20200601;
- (w) **“Sales Tax”** has the meaning ascribed to such term in Section 8.1;
- (x) **“Specifications”** means, for each Product, the specifications therefor set forth in Schedule B;
- (y) **“Subcontractor”** means any person engaged by the Supplier to perform any part of the Supply;
- (z) **“Supply”** means the supply of Products by the Supplier to the City pursuant to Orders;
- (aa) **“Taxes”** means all taxes, duties, imposts, levies, assessments, tariffs and other charges imposed, assessed or collected by a Competent Authority, including:
 - (i) any gross income, net income, gross receipts, business, royalty, capital, capital gains, goods and services, harmonized sales, value added, severance, stamp, franchise, occupation, premium, capital stock, sales and use, real property, land transfer, personal property, ad valorem, transfer, license, import, customs, profits, windfall profits, environmental, carbon, emissions, pollution, payroll, employment, employer health, pension plan, anti-dumping, countervailing, or excise tax, duty, import, levy, assessment, tariff or other charge;
 - (ii) all withholdings on amounts paid to or by the relevant person;
 - (iii) all statutory remittances, employment insurance premiums and social security or pension plan contributions or premiums and Canada pension plan contributions;
 - (iv) any fine, penalty, interest or addition to tax;
 - (v) any tax imposed, assessed, or collected or payable pursuant to any tax-sharing agreement or any other contract relating to the sharing or payment of any such tax, levy, assessment, tariff, duty, deficiency or fee; and

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- (vi) any liability for any of the foregoing as a transferee, successor, guarantor, or by contract or by operation of law.

1.2 Headings

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

1.3 Extended Meanings

In this Agreement:

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

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- (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	Scope of Work
Schedule C	Service Level Requirements and Key Performance Indicators
Schedule D	Insurance Certificate
Schedule E	Request of Quotations
Schedule F	Submitted Quotation

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**ARTICLE 2
EFFECTIVENESS**

2.1 Effective Date

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

2.2 Term

- (a) Unless earlier terminated pursuant to ARTICLE 6 and subject to the below Section 2.2(b), this Agreement shall terminate on the third anniversary of the Effective Date or on such later date as the Parties may agree in writing.
- (b) Subject to termination pursuant to ARTICLE 6, but notwithstanding Section 2.2(a), the term of this Agreement may be extended for up three successive two-year periods following the third anniversary of the Effective Date, at the option of the City, upon written notice from the City to the Supplier.
- (c) Notwithstanding the foregoing, if the City and the Supplier continue to deal with each other in respect of the subject matter of this Agreement following the expiry of this Agreement, without any additional or other written agreement in respect thereof, this Agreement shall be deemed to have been renewed on a month-to-month basis on the same terms and conditions as before the expiry of the Agreement and it may be cancelled without cause by either party on thirty (30) days’ prior written notice to the other.

**ARTICLE 3
SUPPLY; GENERAL TERMS**

3.1 Supply

- (a) During the term of effectiveness of this Agreement, the Supplier shall supply, and the City shall purchase, such quantities of Products as the City may order under Section 3.2, in accordance with this Agreement.
- (b) The Supplier shall maintain at all times sufficient inventories of the Products to meet the business plans and requirements of the City.
- (c) Without limiting the foregoing Section 3.1(a) Schedule A hereto contains a current estimate of the City’s Product requirements for each of the three successive 12 month periods beginning on the Effective Date. The Supplier acknowledges such estimates and affirms its capacity to supply Products to the City in accordance therewith; although the City can offer no assurances that it shall purchase Products in accordance with such estimates.
- (d) During the term of effectiveness of this Agreement, the City may also, from time to time, direct the Supplier to supply Products to one or more of the Other City Entities at the price(s) specified herein and otherwise on the terms and conditions stated herein, and the Supplier shall comply with each such direction. Moreover, the Supplier shall, upon the further request of the City, promptly enter into a Letter Agreement (or failing that shall be deemed to have entered

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into a Letter Agreement) with each relevant Other City Entity memorializing that the Supplier shall supply Products to such Other City Entity in accordance herewith.

3.2 Orders

- (a) The City may deliver Orders to the Supplier from time to time during the term of effectiveness of this Agreement.
- (b) Each Order shall:
 - (i) be given in writing;
 - (ii) refer to this Agreement;
 - (iii) specify the Products ordered; and
 - (iv) specify the date by which the Products ordered pursuant to the Order are to be delivered (the “**Delivery Date**”), and the location or address to which they are to be delivered (the “**Delivery Location**”), provided further that the Delivery Location for each Order must be one of:
 - (A) National Works Yard, 701 National Ave, Vancouver, BC V6A 4L3;
 - (B) Evans Service Yard, 955 Evans, Vancouver, BC V6A 4C8;

3.3 Product and Supply Requirements

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

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- (d) The Supplier shall obtain and maintain in force at all times all Consents needed to manufacture (if applicable) and supply the Products in accordance with the terms of this Agreement.
- (e) The Supplier shall ensure that title in Products supplied by the Supplier hereunder, when such title passes to the City hereunder, shall be free and clear of Encumbrances. The Supplier shall not enter any contract that reserves ownership of Products supplied by the Supplier hereunder in favour of any third party and, at the request of the City, the Supplier must provide evidence that no such contract has been entered into.
- (f) The Supplier shall adhere to, and shall ensure that the Products and Supply conform to the City's Supplier Code of Conduct referred to on page 1 of the RFQ.

3.4 Delivery Requirements

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

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

- (e) Each shipment of Products shall be accompanied by a delivery document from the Supplier showing the Order number, the date of the Order, the type and quantity of Products included in the Order, and, in the case of an Order being delivered by installments, the outstanding balance of Products remaining to be delivered.

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- (f) If the Supplier requires the City to return any shipping containers, or other packaging or shipping materials, to the Supplier, that fact must be clearly stated on the delivery document accompanying the relevant Products, and any such returns shall be at the Supplier's expense.
- (g) In respect of any Products that originate outside Canada, the Supplier shall be responsible for all customs and import Taxes, costs, expenses, administrative duties and formalities.

3.5 Rejection of Defective Products

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

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3.6 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.

3.7 Certain Supplier Representations and Warranties

The Supplier represents and warrants that:

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

3.8 Product Warranties

- (a) All Products provided under the Agreement as part of the Supply shall be new and fully warranted for a period of <☐> year[s] from the time of delivery to the City, against defects in design, manufacturing, materials, workmanship and performance, and the Supplier affirms and covenants that such warranty is, and shall be, provided by the Supplier if and to the extent it is not fully and effectively provided to the City by a third-party manufacturer of any Product.
- (b) All Products provided under the Agreement shall be non-defective and fit for their respective intended purposes, shall function correctly, as intended, and shall be safe.

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- (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 3.8 or to evidence the Supplier's compliance with this Section 3.8, and the Supplier shall assign all warranties, and do all other things necessary, to ensure that the City receives the full benefit of each warranty or other covenant set forth in this Section 3.8.

3.9 No Exclusivity

- (a) The City 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 Products.
- (b) The City shall be entitled, in its sole discretion, to purchase products of the same type as, or similar to, the Products, from any supplier at any time.

3.10 Absence of Conflicts of Interest

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

**ARTICLE 4
PAYMENT**

4.1 Payment to the Supplier

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

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

4.2 Content of Invoices

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

4.3 Procedure for Invoices

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

4.4 Currency of Payment

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

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4.5 Set Off

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

4.6 Fuel Usage Reporting

Intentionally Omitted.

**ARTICLE 5
LIABILITY AND INSURANCE**

5.1 Indemnification by the Supplier

- (a) The Supplier shall indemnify and keep indemnified and hold the City, the Other City Entities and their respective officials, officers, employees and agents harmless against all losses, liabilities, claims, demands, costs and expenses (including legal fees), fines, penalties or charges (including those imposed by statute or otherwise imposed), arising out of, in connection with or consisting of:
- (i) any loss or damage arising from a claim by any third party concerning or arising out of the Supply or the use of the Products, to the extent that such claim arises out of any negligence, wilful misconduct or failure to adhere to this Agreement by the Supplier or any of its Representatives;
 - (ii) any occupational illness, injury or death of any person, which occurs during, or as a result of, the Supply or the use of the Products, to the extent that such illness, injury or death is attributable to the acts or omissions of the Supplier or any of its Representatives or is attributable to a Product attribute, feature, defect or failure;
 - (iii) any other failure by the Supplier to fully comply with the provisions of this Agreement;
 - (iv) any defect in any of the Products or any failure of any Product or any failure of any Product to meet reasonable safety standards or applicable safety requirements;
 - (v) a breach by the Supplier or any Subcontractor of any Law in the course of, or as a result of, the provision of the Supply;
 - (vi) any actual or alleged infringement of any Intellectual Property Rights caused by the Supply or the use of the Products, and
 - (vii) any breach of the warranties of the Supplier contained herein.

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- (b) Nothing in this Section 5.1 or otherwise in this Agreement shall limit or exclude any direct liability (whether in contract, tort, for breach of statutory duty or any other legal basis) of the Supplier to any person.
- (c) The Supplier appoints the City as the trustee of the Other City Entities and of their and the City's officials, officers, employees and agents in relation to the covenants of indemnification of the Supplier contained in this Section 5.1 and the City accepts such appointment.

5.2 Insurance

- (a) The Supplier shall take out and maintain in force during the term of this Agreement, at its own cost, commercial general liability insurance with coverage of not less than \$5,000,000 per occurrence and at least \$5,000,000 of annual aggregate or other such amounts the City may approve from time to time, protecting the Supplier and Supplier's personnel against all claims for bodily injury including death, personal injury, advertising liability, completed operations, product liability, or property damage or loss arising out of the operations of the Supplier or the actions of the Supplier or Supplier's personnel. The policy must:
 - (i) name the City and the City's officials, employees and agents as additional insureds;
 - (ii) include a cross-liability or severability of interest clause or endorsement in favour of the City;
 - (iii) include blanket contractual liability coverage; and
 - (iv) include non-owned auto liability coverage.
- (b) The Supplier shall purchase and maintain during the entire term of this Agreement, at its own cost, automobile liability insurance on all licensed vehicle owned or leased to the Supplier with a limit of not less than \$5,000,000 per occurrence or other such amount as the City may approve from time to time protecting against damages arising from bodily injury including death, and from claims for property damage arising from the operations of the Supplier or the Supplier's personnel.
- (c) All required insurance policies specified in Sections 5.2(a) and 5.2(b) must remain in full force and effect at all times until completion of the Supply or earlier cancellation of this Agreement, and for a period of not less than two years thereafter, and must:
 - (i) be obtained from and issued by insurers authorized to carry on business within British Columbia, on terms satisfactory to the City, acting reasonably;
 - (ii) be primary insurance with respect to all claims arising out of the Supplier, and any insurance or self-insurance maintained by the City will be in excess of this insurance and will not contribute to such policies; and

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- (iii) contain a provision that such insurance coverage will not be cancelled or endorsed to reduce the limits of liability without the insurer or their authorized representative giving the City at least 30 days' written notice by registered mail. Should the policy be endorsed to restrict coverage midterm, written notice of such restriction will be sent by registered mail to the City no later than the effective date change; the exception is cancellation for non-payment of premium in which case the applicable statutory conditions will apply.
- (d) The Supplier shall ensure that any Subcontractors also maintain the same insurance as the Supplier, having regard to the obligations under this Agreement which they are contracted to fulfil.
- (e) The Supplier and any Subcontractors will purchase and maintain, at its own cost, any additional insurance which it is required by law, or other lines of insurance coverages, endorsements or increased limits of insurance as deemed necessary by the City and as a reasonable and prudent distributor, vendor, manufacturer or similar supplier would require to protect their performance of Supply or their operations.
- (f) As a condition precedent to any payment from the City to the Supplier under this Agreement, the Supplier shall provide evidence of all required insurance to be taken out in the form of one or more certificate(s) of insurance. The certificate(s) of insurance will identify the Agreement title, Agreement number, policy holder, description of work, insurer name, insurer policy number, insurer policy period, and insurer limits. Proof of insurance, in the form of such certificate(s) of insurance (or copies of the policy(ies) themselves, if requested), will be made available to the City at any time during the performance of the Supply immediately upon request.
- (g) The Supplier's liabilities under this Agreement shall not be deemed to be released or limited by the Supplier taking out the insurance policies referred to in Section 5.2.
- (h) The cost of the insurances arising under this Section 5.2 shall be deemed to be incorporated into the prices specified in Schedule A.

**ARTICLE 6
FORCE MAJEURE; TERMINATION**

6.1 Force Majeure

- (a) No Party shall be deemed to be in breach of this Agreement or otherwise liable to another Party in any manner whatsoever for any failure or delay in performing its obligations under this Agreement reasonably due to Force Majeure.
- (b) If either Party's performance of its obligations under this Agreement is affected by an event of Force Majeure, then:

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- (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 30 days, the City may terminate this Agreement upon notice delivered to the Supplier at any time following the expiration of such period of 30 days.

6.2 Purchaser Termination Rights

The City shall have the following rights:

- (a) The City may terminate this Agreement at any time (and for its convenience) upon 30 days' written notice to the Supplier.
- (b) If the City reasonably considers that the Supplier is not discharging any of its material obligations under this Agreement, the City may inform the Supplier by notice stating the grounds for the notice. If evidence of remediation satisfactory to the City, is not received as soon as practicable or in any case within 10 days or such longer period as agreed by the Parties, the City may by a further notice to the Supplier of at least 5 days terminate this Agreement.
- (c) The City may terminate this Agreement with immediate effect if the Supplier becomes bankrupt or insolvent, goes into liquidation, has a receiver or administrator appointed over it or any of its assets of undertaking, enters into any arrangement for the benefit of its creditors, becomes the subject of any moratorium or carries on business under a receiver, trustee, manager or arrangement for the benefit of its creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events.

6.3 Supplier Termination Rights

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

- (a) 90 days after the due date for payment of an invoice issued by the Supplier to the City hereunder, it has not received payment of that part which has not by that time been contested in writing by the City and provided always that:

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- (i) the Supplier has issued a notice of reminder to the City following the due date for payment in relation to such unpaid sum; and
 - (ii) the termination notice may not be issued until the expiry of 45 days following the issue of such reminder notice; or
- (b) the City commits any material persistent breaches of its obligations under this Agreement, which render performance by the Supplier of its obligations under this Agreement or a substantial part thereof impossible or significantly adversely affect such performance of this Agreement as a whole, and further which remain irremediable after 90 days.

6.4 Consequences of Termination

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

**ARTICLE 7
RIGHTS AND OBLIGATIONS CONCERNING INFORMATION**

7.1 Freedom of Information and Protection of Privacy Act

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

7.2 No Promotion

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

7.3 Confidentiality Obligation

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

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7.4 Disclosure to Representatives

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

7.5 Disclosures Required by Law

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

7.6 Other Disclosures by the City

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

**ARTICLE 8
TAXES**

8.1 Taxes for Own Accounts

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

8.2 Withholding Taxes

- (a) Notwithstanding any other provision to the contrary, if the City considers it necessary to satisfy its obligations under any Law relating to Taxes, the City may:
 - (i) withhold an amount from a payment made to the Supplier; and

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- (ii) pay the withheld amount directly to the relevant Competent Authority.
- (b) If an amount withheld in accordance with Section 8.2(a) is paid by the City to the relevant Competent Authority, it is deemed to have been paid to the Supplier on the date on which the remainder of the payment to which it relates was paid to the Supplier.
- (c) The Supplier agrees and acknowledges that it has no claim against the City for any amounts withheld and paid to the relevant Competent Authority in accordance with Section 8.2(a).
- (d) If the City does not withhold an amount under Section 8.2(a) which it is required to withhold pursuant to any laws relating to Taxes, the Supplier agrees to pay that amount to the City, upon request by the City.
- (e) The Supplier agrees that the City shall not be required to increase any payment to the Supplier by the amount withheld by the City under Section 8.2(a).

**ARTICLE 9
DISPUTE RESOLUTION**

9.1 Optional Procedure

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

9.2 Arbitration

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

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

**ARTICLE 10
MISCELLANEOUS**

10.1 Assignment

- (a) The Supplier shall not assign this Agreement (including by operation of law) without the express prior written consent of the City.

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- (b) If the Supplier is a company, then any change in the control of the company shall be deemed to constitute an assignment for the purposes of Section 10.1(a).
- (c) No assignment permitted by the City shall relieve the Supplier from any obligation under this Agreement or impose any liability upon the City.
- (d) The City may at any time and from time to time assign this Agreement, in whole or in part, upon notice to (and without the consent of) the Supplier.

10.2 Subcontracting

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

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

10.3 Time of the Essence

Time is of the essence of this Agreement.

10.4 Costs

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

10.5 Benefit of this Agreement

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

10.6 Entire Agreement

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

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10.7 Amendments and Waiver

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

10.8 Notices

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

(i) if to the Supplier:

<☐Supplier>
<☐address>

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

(ii) if to the City:

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

Attention: Category Manager, MRO
Facsimile: 604-873-7057

or to such other address or facsimile number as may be designated by notice given by either Party to the other, provided that, notwithstanding the foregoing, the Supplier's invoices shall be addressed as specified in Section 4.3 or as otherwise specified in the relevant Order.

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

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

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

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- (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.

10.9 Governing Law and Jurisdiction

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

10.10 Further Assurances

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

10.11 Severance

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

10.12 Counterparts

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

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10.13 Electronic Execution

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

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10.14 Voluntary Agreement

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

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

SUPPLIER NAME

Signature

Date

Signature

Date

CITY OF VANCOUVER

Category Manager,
Supply Chain Management

Date

Chief Purchasing Officer, erial,
Supply Chain Management

Date

General Manager,
Engineering Services

Date

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**SCHEDULE A -
PRODUCTS AND PRICES**

1.0 Prices

- 1.1 Prices are quoted in Canadian currency.
- 1.2 The quantity stated in Table 1 below is the City's best estimate of its requirements. Actual quantities may vary.
- 1.3 Prices are fixed for the initial thirty-six (36) month period commencing on the Effective Date. Any requested price change, after the initial period, will be submitted to the City in writing for approval and acceptance at least sixty (60) days prior to the end of the initial period or the twenty-four (24) month extension periods.
- 1.4 Prices are DDP destination (incoterms 2010) and include all taxes (excluding GST and PST, except where expressly requested to be included) all freight, import duties, brokerage fees, royalties, handling, overhead, profit and all other expenses or costs of any kind whatsoever necessary for or incidental to the supply and delivery of the specified items.
- 1.5 Prices include delivery cost and off-loading or driver assistance for the off-loading of products.

Table 1 - PRICES AND QUANTITIES

(TO BE ATTACHED AT THE TIME OF CONTRACT AWARD)

Notwithstanding any other provision hereof, if the Supplier is, at any time during the term of effectiveness of this Agreement, party to a contract with another customer pursuant to which the Supplier charges effective prices lower than the prices charged to the City for the same goods, the above-listed prices shall be adjusted, retroactively to the date of effectiveness of such other contract, so that the prices charged hereunder are at least as low as the effective prices charged pursuant to such other contract.

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SCHEDULE B -
SCOPE OF WORK

(TO BE COMPLETED AT THE TIME OF CONTRACT AWARD)

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SCHEDULE C -
SERVICE LEVEL REQUIREMENTS AND KEY PERFORMANCE INDICATORS

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SCHEDULE D -
INSURANCE CERTIFICATE

WORKSAFEBBC REGISTRATION

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SCHEDULE E -
REQUEST OF QUOTATIONS

(NOT ATTACHED BUT INCORPORATED BY REFERENCE)

SAMPLE

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SCHEDULE F -
SUBMITTED QUOTATION

(NOT ATTACHED BUT INCORPORATED BY REFERENCE)

SAMPLE