



REQUEST FOR QUOTATION

CONTRACTOR FOR GYMNASIUM FLOOR RESURFACING

RFQ No. PS20220114

Issue Date: January 28, 2022

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

**IN RESPECT OF
GYMNASIUM FLOOR RESURFACING**

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 Friday February 11th (the “Closing Time”).

QUOTATIONS WILL NOT BE PUBLICLY OPENED.

NOTES:

1. Quotations should be submitted by email prior to the Closing Time in accordance with the following:
 - Subject of the file to be: PS20220144 - RFQ - CONTRACTOR FOR GYMNASIUM FLOOR RESURFACING - *Vendor name*.
 - Document format for submissions: PDF format
 - 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 Drop box, FTP, or any other method, is not acceptable.
 - Due to cybersecurity concerns, the City of Vancouver will quarantine any inbound email with attachments not in PDF or Microsoft Office formats which will result in non-delivery to Supply Chain Management and will be deemed not submitted. Non-compliant file formats will be detected and quarantined even if they are compressed, zipped, renamed, and include password protected zipped files.
 - The maximum number of attachments allowed in an email message is 250 attachments.
 - The maximum size limit for an email message, including all attachments, is 20MB per message
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:

Jason Charbonneau, Buyer

Email: jason.charbonneau@vancouver.ca

(the “Contact Person”)

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INSTRUCTIONS TO VENDOR

1.0 INTRODUCTION AND SUBMISSION INSTRUCTIONS

The City of Vancouver (the “City”) is seeking quotations to determine if it will enter into one or more contracts in respect of gymnasium floor resurfacing.

Vendors should carefully review Appendix 1 - Requirements for a detailed description of the City’s requirements.

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

Vendors should carefully review the City’s intended form of agreement attached as Appendix 3.

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 address all sections in the quotation form may result in the vendor’s quotation being set aside and given no further consideration.

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 Contact Person 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

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.

Each vendor is expected to: (a) complete the form attached as Appendix adhere to the supplier performance standards set forth in the Supplier Code of Conduct. In addition, the Ethical Purchasing Policy shall be referred to in the evaluation of quotations, to the extent applicable.

Vendors are to provide environmentally sensitive products or services wherever possible. Where there is a requirement that a vendor supply materials, and where such materials may cause adverse environmental effects, the vendor should indicate the nature of the hazard(s) in its quotations. Furthermore, each vendor is asked to advise the City of any known alternatives or substitutes for such materials that would mitigate such adverse effects.

3.0 INQUIRIES

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 three (3) business days prior to Closing Time. If required, an addendum will be issued to all vendors.

4.0 PRICING

Each vendor should indicate any time limitation on its pricing.

Prices are to include all 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 or the performance of the applicable services.

Prices are to be quoted in Canadian currency.

5.0 ADDRESS(ES) FOR DELIVERIES OR WORK

Any successful vendor of goods may be asked to deliver goods to or perform work at any of the addresses specified in the attached Table of Prices, provided as an excel document, or to such other addresses as are specified in a City contract or purchase order.

6.0 DELIVERY TIMES OR WORK SCHEDULES

Project timelines are provided in Appendix 1 - Requirements. Vendors are asked to confirm they will have the availability and capacity to perform the services as required.

7.0 QUANTITIES

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

8.0 TERMS OF PAYMENT

The City's proposed payment terms are as indicated in the form of agreement attached as Appendix 3; 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.

Canadian-based vendors will be paid by direct deposit via Electronic Funds Transfer (EFT) and US-based vendors will be paid by direct deposit via Automated Clearing House (ACH) while international vendors will be paid by cheque.

9.0 CONTRACTING

The City currently expects that the result of this RFQ will be that it will contact a successful vendor to propose the entry into a contract in the form of Appendix 3 .

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.

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

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

11.0 EVALUATION CRITERIA

Quotations will be evaluated to determine which are likely to offer the overall best value to the City. The City expects to place the greatest emphasis on price; however, the City may take into account other factors affecting value, including those concerning quality, service or sustainability, or vendors' past work, reputations or experience. Therefore, the City may accept a quotation other than the lowest quotation.

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

The City may discuss or negotiate variations from the scope of the RFQ or changes to the scope of goods/services 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

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(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(c).

13.0 CONFLICTS/COLLUSION/LOBBYING

Each vendor must disclose whether any officer, director, shareholder, partner, employee or contractor of the vendor or of any of its proposed subcontractors, or any other person related to the vendor's or any proposed subcontractor's organization (a

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“person having an interest”) or any spouse, business associate, friend or relative of a person having an interest is:

- (e) an elected official or employee of the City; or
- (f) 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.

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.

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.

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.

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

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

Minimum requirement are:

- (a) Commercial general liability insurance with a limit of not less than \$5,000,000 per occurrence and a deductible of not more than \$5,000 or other such amounts as the City may approve from time to time, protecting the Contractor and the Contractor’s personnel against all claims for bodily injury including death, personal injury, advertising liability, products liability, sudden & accidental pollution, completed operations, or property damage or loss, arising out of the

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operations of the Contractor or the actions of the Contractor or the Contractor's personnel. The policy will carry blanket contractual liability coverage, include a cross-liability clause in favour of the City, and will name the City and the City's officials, officers, employees and agents as additional insureds;

- (b) All-risks property insurance covering the Contractor's property of every description containing a provision in which the insurer waives all rights which it may acquire by payment of a claim to recover the paid amount from the City or its officials, officers, employees or agents; and Automobile insurance covering all vehicles owned, leased, rented or operated by the Contractor in connection with this Services Contract, including third party legal liability insurance in an amount not less than \$5,000,000 per occurrence, or such other amount as the City may approve from time to time.

In addition, each vendor is asked include with its quotation a letter confirming its current WorkSafeBC registration.

QUOTATIONS FORM

INCLUDE THIS FORM (pages 6-9) WITH YOUR QUOTATION

ATTENTION: Jason Charbonneau, Buyer

FROM: _____ (Company Name)

_____ (Contact Name)

SUBJECT: REQUEST FOR QUOTATIONS NO. PS20220114 (THE "RFQ")

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

1.0 TABLE OF PRICES

Vendors are asked to complete the Table of Prices provided as an attached excel document. Initial contract term is expected to be 3 years with the opportunity to extend for two additional 2 year periods. Vendors are asked to provide pricing that will be valid for the initial 3 year term.

Address the following in your quotation:

2.0 DEVIATIONS, ALTERNATIVES AND ADDITIONAL GOODS OR SERVICES

Are there goods or services with deviations, or alternative or additional goods or services suggested by the vendor? If yes, list them and their price(s) in your quotation. Describe the deviations or describe the alternative goods or services or suggested additional goods or services.

3.0 TIME LIMITATIONS ON PRICING:

Indicate any such limitations in your quotation or state that there are none. See Section 4.0 of the RFQ's Instructions to Vendors.

4.0 TIMES AND SCHEDULING

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

5.0 ENVIRONMENTAL AND SOCIAL SUSTAINABILITY

Please provide (if available) 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 provide (if available) information concerning the social sustainability of the goods or services offered with regards to advancing inclusion, reconciliation, equity and diversity by

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

6.0 SUPPLIER AND WORKPLACE DIVERSITY

Please note that the Supplier and Workplace Diversity questions in this Section 6.0 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, Climate Smart) <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> <p style="margin-left: 20px;">% Women</p> |

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- % Indigenous Peoples
- % Ethno-cultural People
- % People with Disabilities
- % LGBTQ+
- % Other: please indicate

7.0 TERMS OF PAYMENT

In your quotation indicate that the proposed payment terms are acceptable or provide alternates.

8.0 CONFLICTS/COLLUSION/LOBBYING

In your quotation provide the information requested by Section 13.0 of the RFQ's Instructions to Vendors.

9.0 OTHER INFORMATION

Provide all other details requested or required by the RFQ, or which the vendor wishes to include as part of its offer. Among other things, note here any proposed deviations from Appendix 3 - Form of Agreement.

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11.0 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 Appendix 1 and Appendix 3 of the RFQ; (c) it has noted herein any deviations from the requirements of Appendix 1 of the RFQ; and (d) it has completed, executed and attached hereto the forms set out in Appendix 2 and Appendix 4 of the RFQ, as well as having attached a letter from WorkSafeBC confirming the vendor's current registration.

Moreover, by signing this form, the vendor also acknowledges and agrees that it has determined that the terms and conditions stated in Appendix 3 would be acceptable to it, or it has noted required deviations above.

Company Name: _____

Signature of Authorized Signing Officer: _____ Date: _____

Name of Authorized Signing Officer: _____

Title of Authorized Signing Officer: _____

APPENDIX 1 - REQUIREMENTS

SUMMARY

The scope of work will be sanding, screening, and refinishing of gym floors and includes, but is not limited to, sealing, painting line touch-ups, and three finish coat applications.

Initial contract term is expected to be 3 years with the opportunity to extend for two additional 2 year periods. Vendors are asked to provide pricing that will be valid for the initial 3 year term.

PROJECT TIMING

Projects will be awarded on an as needed basis for the term of the agreement. The vendor will be asked to provide site specific quotations prior to each job. Projects may include single sites or multiple sites simultaneously. Working hours may include weekends to minimise operational impacts. Vendors are asked to confirm they can meet these requirements.

SITE VISITS

No formal sites visits are planned as all locations are open to the public. Questions are to be forwarded to the Contact Person listed above.

SITE SPECIFIC QUOTATIONS

Quotations are to include:

- Product data sheets for each product proposed
- A project schedule, provided a minimum of two weeks prior to start of any work, including detailed breakdown of tasks and actions (timeline)
- A copy of the manufacture's warranty

QUALITY ASSURANCE

Any flooring finish shall comply with Maple Flooring Manufacturing Association (MFMA) grading rules for species, grade, cut, and recommended hardwood floor maintenance requirements. Minimum warranty on finished floors is to be eighteen months.

All components of the floor finish system shall be protected against failure and or performance deficiencies by warranties covering a product manufacturer's materials, and installer workmanship. This includes any bubbling, peeling or flaking due to finish compatibility issues.

The vendor shall conduct a maintenance training session with the caretakers of the wood flooring as necessary.

During installation, and for at least ten days after installation, appropriate relative humidity and ambient temperature is to be maintained. The vendor is responsible for all clean up and dust removal.

FINISHING

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Vendor will machine screen entire floor, removing any swirls with fine grit screen. Machine-sand flooring to remove offsets, ridges, cups, and sanding-machine marks that would be noticeable after finishing. Vacuum and tack with a clean cloth immediately before applying finish.

The vendor shall tape off and cover any in-floor outlet covers or equipment receiving covers prior to finish application. Vendor shall ensure that all floor fixtures are operable once project is complete.

Use three finish coats allowing each finish coat to dry overnight at a minimum (preferably 24 hours) or as per manufacturer recommend time before application of subsequent coats.

All game court lines and other painted marks are to be applied after sanding before the first of the three finish coats.

- Lay out the court with masking tape as required and apply the paint.
- To ensure crisp lines allow paint to dry for 2 hours before pulling up the tape.
- Allow the line to dry for a minimum of 24 hours before abrading the lines lightly with a screen.

Site-finished floors will not be covered with craft paper, or any other material, until finish reaches full cure, or not less than ten days after applying last coat.

FINISHING MATERIALS

Required product is Bona Sport Supersport Finish in clear with a high gloss finish. No seal coat is to be used when only screening is performed.

Contacting shall provide a sample test area on the existing gym floor for review and approval before starting of any new flooring work.

Game court lines and marking paint colours shall be tested for compatibility. Touch-up paint shall match existing colours and type.

PREVIOUS EXPERIENCE

Vendors are asked to provide three references for projects of similar size and scope. References from municipalities and or school boards are preferred. Reference information should include:

- Name of organization
- Scope of project(s)
- Contact name and email address

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INCLUDE THIS FORM WITH YOUR QUOTATION

APPENDIX 2 - 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) <<https://policy.vancouver.ca/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, quotation, 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: _____

APPENDIX 3 - FORM OF AGREEMENT

Provided as an attachment.



SERVICES CONTRACT

REFERENCES: OA# 46 _____
PS# PS _____

City of Vancouver (the "City")

AND: <legal name of other party> (the "Contractor")

having the following address:
453 West 12th Avenue
Vancouver, British Columbia, Canada
V5Y 1V4

having the following address:

Tel Number:
Email:

Tel Number:
Email:

Name of City Project Manager:

This contract for services is comprised of this cover page, the following parts A, B, C, D and E, the attached Services Contract Terms and Conditions, and any other attachments, schedules, appendices or annexes expressly referred to in the aforementioned parts A, B, C, D and E, and the signature blocks following Part F below. By signing below, the City and the Contractor hereby agree to be bound by the terms of this contract.

PART A - SERVICES:

The Services are further described in Schedule A.

Start date for the Services: _____ (the "Start Date")

The Contractor agrees to complete the Services by:

PART B - FEES AND EXPENSES:

Billing Date(s): See Section 20 of the Services Contract Terms and Conditions

Fees:

Definitions:

Expenses: Not reimbursable (included in fees)

"GST" means the tax payable and imposed pursuant to Part IX of the *Excise Tax Act* (Canada), as amended or replaced from time to time.

Maximum Amount of Fees and Expenses (the "Maximum Amount"):

"PST" means the provincial sales tax payable and imposed pursuant to the Provincial Sales Tax Act (British Columbia), as amended or replaced from time to time.

The fees and expenses are further described in Schedule B.

PART C: APPROVED SUBCONTRACTORS

PART D: INSURANCE

Without limiting any of its obligations or liabilities under this Services Contract, the Contractor will obtain and continuously carry and will cause its subcontractors to obtain and continuously carry during the term of the Services Contract at its own expense and cost, the following insurance coverages with minimum limits of not less than those shown in the respective items set out below:

The Contractor and each of its subcontractors will provide at its own cost other lines of insurance coverages, endorsements, or increased limits of insurance as deemed necessary by the City and as a reasonable and prudent contractor would require to protect their operations or performance of services.

All insurance policies required by this Services Contract shall be with insurers duly authorized to carry on business in the Province of British Columbia, in a form and in amounts satisfactory from time to time and acceptable to the City's Director of Risk Management.

The required insurance shall not be cancelled or endorsed to reduce the limits of liability without thirty (30) days' written notice by registered mail to the City. Should the policy be endorsed to restrict coverage midterm, written notice of such restriction will be provided by registered mail to the City no later than the effective date of change; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply. Notice must identify the contract title, number, policy holder, and scope of work.

The Contractor's insurance policy (policies) shall be primary with respect to all claims arising out of the operations of the Contractor. Any insurance or self-insurance maintained by or on behalf of the City or its officials, officers, employees, or agents will be excess of the Contractor's insurance and will not contribute to it.

Neither the providing of insurance by the Contractor in accordance with this Agreement, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing will be held to relieve the Contractor from any other provisions of the Services Contract with respect to liability of the Contractor or otherwise.

Prior to the Start Date, the Contractor will provide the City with evidence of all required insurance in the form of a certificate of insurance satisfactory to the City. The certificate of insurance will identify the contract title, number, policyholder, and scope of work. The Contractor will provide proof of insurance, in the form of a certificate of insurance or certified copies of all insurance policies to the Manager, Contracts and Administration at any time immediately upon request.

The Contractor will provide in its agreements with its subcontractors clauses in the same form as in this Part D. Upon request, the Contractor will deposit with the City detailed certificates of insurance for the policies it has obtained from its subcontractors and a copy of the applicable insurance clauses from its sub-contract agreements.

PART E: ADDITIONAL TERMS

The following are integral parts of this Services Contract:

The parties hereto have duly executed this Contract as of the <☐> day of <☐month>, 20<☐year>.

SIGNED AND DELIVERED on behalf of the City by its authorized signatory(ies):

SIGNED AND DELIVERED on behalf of the Contractor by its authorized signatory(ies):

Per: _____

Per: _____

SAMPLE

SERVICES CONTRACT TERMS AND CONDITIONS

A. CONTRACTOR'S OBLIGATIONS

1. Performance of Services. The Contractor agrees to provide the City with the services described in PART A (and in any schedule referred to therein), including, without limitation, and to the extent not expressly described in PART A (or in any such schedule), all services necessary or incidental to the completion of the services contemplated and described therein (the "Services"), all in accordance with the Services Contract (this "Contract"). The Contractor must provide the Services commencing on the Start Date described in PART A and in accordance with the delivery schedule (if any) specified in PART A (or in any schedule referred to therein), regardless of the date of execution or delivery of this Contract. The Contractor must comply with the City's instructions in performing the Services, but unless otherwise specified herein, the Contractor shall at all times retain control over the manner in which those instructions are carried out.
2. Provision of Service Inputs. Unless otherwise specified herein, the Contractor must supply and pay for all labour, materials, permits and approvals (including from any relevant government authority) necessary or advisable to provide the Services.
3. Standard of Care and Applicable Laws. The Contractor must perform the Services to the standard of care, skill, and diligence prescribed herein, or where not prescribed herein, to the standard customarily maintained by persons providing, on a commercial basis, services similar to the Services, and in accordance with all statutes, regulations, by-laws, codes, rules, notices, orders, directives, standards and requirements of every competent federal, provincial, regional, municipal and other statutory authority applicable to the Contractor and its personnel and the Services.
4. Warranty. Without limitation to any additional warranties provided by the Contractor, whether indicated on the face of this contract or otherwise provided, the Contractor warrants that: (a) all goods, provided by the Contractor in connection with its performance of the Services ("Goods"), shall be of merchantable quality and free from defects in workmanship and materials; (b) all Goods shall strictly conform to applicable samples, specifications and drawings; (c) all Goods and Services shall be fit for the purpose intended by the City; (d) all Goods shall be free and clear of all liens, charges and encumbrances; (e) the Goods and Services shall comply with the standards set forth by applicable federal, provincial, municipal and industry regulatory agencies; (f) the shipping and handling of any hazardous material will be made in accordance with all applicable laws and regulations; and (g) the Goods and Services shall comply with all applicable environmental protection laws and regulations.

Unless a longer warranty period is specified on the face of this Contract or is otherwise provided, the foregoing warranty shall be valid for one year from the date of acceptance of the Goods and Services by the City. If at any time prior to the expiration of any applicable warranty period, any weakness, deficiency, failure, breakdown or deterioration in workmanship or material should appear or be discovered in the Goods and Services furnished by the Contractor, or if the Goods and Services do not conform to the terms and conditions of this Contract, the City may at its option (a) require the Contractor to promptly replace, redesign or correct the defective and non-conforming Goods and Services at no expense to the City, or (b) the City may replace or correct the defective Goods and Services and charge the Contractor with all expenses incurred by the City. The Contractor agrees to indemnify and save harmless the City, its officials, officers, employees, assigns, agents, clients and the public from any liability, loss, cost and expense arising either directly or indirectly, from breach of any warranty given by the Contractor hereunder.
5. Contractor Personnel. The Contractor must ensure that all persons it employs or retains to perform the Services are competent to perform them and are properly trained, instructed,

- and supervised, and that all such persons comply with the provisions of this Contract.
6. Reporting. The Contractor must, upon the City's request, fully report to the City on all work it does or has done in connection with providing the Services.
 7. Deliverables. As a result of or as part of providing the Services, the Contractor may receive, create, produce, acquire or collect items including, without limitation, products, goods, equipment, supplies, models, prototypes and other materials; information and data; reports, drawings, plans, designs, depictions, specifications and other documentation (collectively, "Deliverables"). Deliverables do not include items that are: not required to be produced by the Contractor or supplied to the City as part of or together with the Services unless the City pays for such items; or specified in this Contract as being excluded from the Deliverables category; or items which pre-existed the effective date of this Agreement that are owned by a third party or that are used by the Contractor as part of the services provided to any of its other customers. All Deliverables will be owned solely by the City unless otherwise expressly provided herein and the City will have the complete right to use and deal with the Deliverables for its own benefit in any way it sees fit without limitation. The Contractor waives, in favour of the City, all moral rights in the Deliverables, transfers to the City, free of all liens and encumbrances, ownership of each Deliverable, and assigns all of its world-wide present and future rights, title and interest in and to each Deliverable, including copyright, effective as of the date of creation or acquisition of such Deliverable. The Contractor will permit the City to inspect and copy all Deliverables.
 8. Confidentiality. The Contractor acknowledges that, in performing the Services required under this Contract, it may acquire information about matters which are confidential to the City, which information is the exclusive world-wide property of the City or its suppliers or citizens, as the case may be. The Contractor undertakes to treat as confidential all Deliverables and all information received by reason of its position as Contractor and agrees not to disclose the same to any third party either during or after the performance of the Services under this Contract, without the City's express prior written consent.
 9. Insurance. The Contractor must provide, maintain and pay for, and cause all subcontractors to provide, maintain and pay for, the insurance coverage (if any) described in PART D (including the type and form of policy, the coverage amounts, and the amount of deductible). If no insurance coverage is specified in PART D, the Contractor must provide, maintain and pay for, and cause all subcontractors to provide, maintain and pay for, such insurance as would be obtained by a prudent consultant or contractor providing services similar to the Services. The Contractor must provide written proof of such insurance coverage upon the written request of the City.
 10. WorkSafeBC. The Contractor agrees that it will procure and carry and pay for, full WorkSafeBC coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Contract. The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafeBC coverage against any monies owing by the City to the Contractor. The City will have the right to withhold payment under this Contract until the WorkSafeBC premiums, assessments or penalties in respect of work done or services performed in fulfilling this Contract have been paid in full. The Contractor will provide the City with the Contractor's and each subcontractor's WorkSafeBC registration number and clearance letters from WorkSafeBC confirming that the contractor and each subcontractor is in good standing with WorkSafeBC prior to the City having any obligation to pay monies under this Agreement.

Whenever the Contractor is required or permitted to perform any Services on any City sites, the Contractor is now appointed and now accepts appointment as the "prime contractor" in connection with such Services and will fulfil its obligations as Prime

Contractor in accordance with the Workers Compensation Act (British Columbia), and the regulations thereunder, and the Contractor shall comply with all applicable health and safety laws.

11. City Business Licence. The Contractor will maintain a valid City of Vancouver business licence in good standing throughout the duration of this Contract.
12. Resolution of Disputes. This Contract will be governed by the laws of British Columbia and the parties now irrevocably attorn to the exclusive jurisdiction of, and agree to submit all disputes to, the courts of British Columbia for resolution. The Contractor shall continue performance of its obligations under this Contract notwithstanding the existence of a dispute.
13. Independent Contractor. This Contract is a contract for services and neither the Contractor nor the Contractor's personnel or permitted subcontractors, are, or deemed to be, partners, appointees, employees or agents of the City. The Contractor will not represent to anyone that the Contractor has any authority to bind the City or that the Contractor is an employee or agent of the City.
14. No Assignment or Subcontracting. The Contractor will not assign or subcontract (other than to persons listed in PART C (or a schedule referred to therein)), either directly or indirectly (including, without limitation, by way of any transfer of control of the shares or ownership interests in the Contractor), this Contract or any right or obligation of the Contractor under this Contract, without the prior written consent of the City, which consent may be arbitrarily withheld. No assignment or subcontract, whether consented to or not, relieves the Contractor from any obligations under this Contract. The Contractor must ensure that any assignee or subcontractor fully complies with this Contract in performing the Services and nothing in this Contract creates any contractual relationship between a subcontractor and the City.
15. Conflict of Interest. The Contractor must not provide any services to any person in circumstances which, in the City's reasonable opinion, could give rise to a conflict of interest between its duties to that person and its duties to the City under this Contract.
16. Release and Indemnification
 - a. Release
The Contractor now releases the City and the City's personnel from all losses including those caused by personal injury, death, property damage or loss, and economic loss, arising out of, suffered or experienced by the Contractor or the Contractor's personnel in connection with their performance of the Services.
 - b. Acceptance "As Is"
In undertaking the Services, the Contractor acknowledges that it has inspected the City's site(s), agrees to accept the site(s) "as-is" and undertakes to take all precautions necessary to ensure the safety of all the Contractor's personnel.
 - c. Indemnity
Despite any insurance which may be placed by the City, the Contractor now agrees to indemnify and save harmless the City and its officials, officers, employees, agents, successors, assigns and authorized representatives (in each case, an "Indemnified Party") from and against all costs, losses, claims, damages, actions and causes of action ("Claims") that an Indemnified Party may sustain, incur, suffer or be put to at any time either before or after the completion of the Services or sooner cancellation of this Contract, that arise out of any act or failure to act of the Contractor or the Contractor's personnel, permitted assignees or subcontractors in connection with the performance of this Contract, including any Claims that arise out of or are in any way related to unpaid WorkSafeBC assessments or the failure to observe safety rules, regulations and practices of WorkSafeBC, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or negligent acts of an Indemnified Party.
 - d. Separate from Other Remedies and Rights
Nothing in this Contract (including this indemnity) will affect or prejudice the City from exercising any other rights that may be available to it at law or in equity.

e. Survival of Release/Indemnity

This Section 16 will survive the expiry or sooner termination of this Contract.

B. CHANGES TO SERVICES

17. Changes. The City may, at any time and from time to time and without invalidating this Contract, require a change to the Services and/or to the schedule for the delivery of the Services. Should the Contractor consider that any such request or instruction constitutes a change warranting amendment of the Maximum Amount, another price or the schedule for the Services set forth in the Contract, the Contractor must advise the City in writing prior to acting on any such request or instruction, and in any event within five (5) City of Vancouver business days of such request or instruction. In that case, the Maximum Amount, other price and/or schedule will be adjusted, if/as agreed to by both parties in writing, and failing agreement, if/as the City may determine, acting reasonably. Failing any such adjustment, the Services provided pursuant to the request or instruction will be deemed to be included within the prices specified herein, and to be subject to the schedule prescribed herein.
18. Changes to Key Personnel. The City may from time to time request reasonable changes to the key personnel of the Contractor engaged in performing the Services, and the Contractor shall comply with any such request. The Contractor shall not change any of such key personnel without the prior written approval of the City, which approval will not be unreasonably withheld.

C. PAYMENT

19. Payment of Fees and Expenses. In consideration for the satisfactory performance of the Services, The City will pay to the Contractor the fees specified in PART B (as supplemented by any schedule referred to therein), subject to this Section C. In addition, if the parties have specified in PART B that the Contractor's expenses are reimbursable in accordance with this Contract, the City will reimburse the Contractor for all expenses that: (i) are approved by the City in writing (in accordance with the City's existing policies and procedures for expense reimbursement) prior to their being incurred by the Contractor; (ii) are necessary, in the opinion of the City, to perform the Services; and (iii) are supported by proper receipts or other documentation satisfactory to the City (acting reasonably), provided always that the City reserves the right to make arrangements through its service providers for any flights and/or accommodations required by the Contractor in connection with its performance of the Services. If a "Maximum Amount" is specified in Part B, then the City is not, and shall not be, obliged to pay to the Contractor more than such Maximum Amount on account of aggregate fees (and, if applicable, expenses). Payment terms are "net 30 days" from the date of receipt of a valid invoice.
20. Invoicing. The Contractor will, by the 25th day of each month, provide to the City's Project Manager (named on the cover page of this Contract) a draft invoice with an attached detailed account of all charges to be claimed by the Contractor for the preceding month. The City's Project Manager shall review the draft, raise any concerns with the Contractor within ten working days and, after settlement of any issues (in the Project Manager's discretion), approve the draft invoice. The Contractor, if so requested, will meet with the City's Project Manager to expedite and settle the draft invoice. The Contractor will submit its final invoice, as per the approved draft invoice, to the City of Vancouver, Attention: Accounts Payable, by email to APInvoice@vancouver.ca. Each invoice must contain:
 - Contractor name, address and telephone;
 - City purchase order number;
 - Name of the City's Project Manager;
 - Invoice number and date;
 - Details of any applicable taxes; and
 - Tax registration number(s).
21. Builders Lien Act. If the Services to be performed under this Contract are subject to the holdback requirements set out in the *Builders Lien Act* (British Columbia) (the "Lien Act"), the City will withhold and discharge the required holdback amounts in accordance with the requirements set out in the Lien Act.
22. Discharge of Liens and Withholding. The Contractor will, if applicable, make payment and take all other steps which may be necessary so that no lien claims, including lien claims made under the Lien Act, are made in connection with the provision of the

Services, and that the compensation payable to the Contractor by the City is not subject to attachment for debt, garnishing process or otherwise. In the event that any lien is filed in connection with the provision of the Services at any court or land title office, the Contractor shall immediately cause such lien to be discharged. The City may withhold from any payment due to the Contractor an amount sufficient to indemnify the City against any lien claim that could arise in connection with the provision of the Services, until such time as the lien has been discharged or other arrangements to satisfy such lien have been made by the Contractor.

23. Withholding for Non-Residents. If the Contractor is a non-resident of Canada, the City may withhold from any payment due to the Contractor such amounts as may be required to be withheld pursuant to the applicable provisions of the Canada *Income Tax Act* (the "ITA"). Any amount so withheld shall be remitted to the Receiver General for Canada or otherwise dealt with by the City strictly in accordance with the provisions of the ITA.
24. Record Keeping. The Contractor must maintain, and shall cause any subcontractors to maintain, time records and books of account, invoices, receipts, and vouchers of all expenses incurred, in form and content satisfactory to the City. The City or any of its authorized representatives will, for the purposes of audit and examination, have access and be permitted, upon reasonable notice to the Contractor, to inspect such records for review, copy and audit at any time and from time to time while this Contract is in effect and for a period of three years after the expiry or termination of this Contract for any reason.
25. Currency. Unless otherwise specified in this Contract, all references to money are to Canadian dollars.
26. Electronic Funds Transfer. The City expects to make payments by electronic funds transfer and the Contractor must provide banking information to the City in order to permit this.

D. GENERAL

27. Time for Performance. Time is of the essence in this Contract.
28. Amendments. No modification of this Contract is effective unless it is in writing and signed by all the parties.
29. Entire Agreement. This Contract constitutes the entire agreement between the parties as to performance of the Services, and replaces and supersedes any other agreements, correspondence or other discussions between the parties, whether or not any of the foregoing have been reduced to writing.
30. Conflict. If there is a conflict between a provision of a schedule to this Contract and the terms and conditions of this Services Contract, the provision in the relevant schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this Contract.
31. Severability. If any provision of this Contract is determined to be void or unenforceable, in whole or in part, it shall not be deemed to affect or impair the enforceability or validity of any other provision of this Contract, and any such void or unenforceable provision may be severed from this Contract without affecting the remainder of the Contract.
32. Termination. The City may terminate this Contract:
 - a. Upon failure of the Contractor to comply with this Contract, immediately on giving written notice of termination to the Contractor, or
 - b. For any other reason, on giving at least 10 days' written notice of termination to the Contractor.

If the City terminates this Contract under paragraph b. above, the City must pay the Contractor that portion of the fees and expenses described in PART B which equals the portion of the Services that was competed to the City's satisfaction before termination. That payment discharges the City from all liability to the Contractor under this Contract. If the Contractor fails to comply with this Contract, the City may terminate it and pursue other remedies as well.

33. Binding Effect. This Contract shall be binding on the Contractor's successors and permitted assigns and shall enure to the benefit of any successors and assigns of the City.
34. Voluntary Agreement. The Contractor acknowledges and declares that it has carefully considered and understood the terms of this

Contract, that it has either consulted legal counsel or waived such right, and that it is executing this Contract voluntarily.

35. Further Assurances. The Contractor agrees that upon any reasonable request of the City, the Contractor will make, do, execute or cause to be made, done or executed all such other acts as may be required to more fully give effect to the terms and conditions hereof.
36. Headings. The headings used in the Parts and sections of this Contract are for convenience of reference only, and shall not operate to expand, modify or interpret the language therein.
37. Counterparts. This Contract may be executed in one or more counterparts, including by facsimile or other electronic transmission, and each of such counterparts shall be deemed to be taken together to constitute one and the same original document.
38. Additional Terms: The additional terms set out in Part E (or in any schedule referred to therein) apply to this Contract. END OF TERMS AND CONDITIONS OF SERVICES CONTRACT

APPENDIX 4 - INSURANCE FORMS

Provided as an attachment.

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

1. **THIS CERTIFICATE IS ISSUED TO:** City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
and certifies that the insurance policies as listed herein have been issued to the Named Insured(s) and are in full force and effect as of the effective date of the agreement described below.

2. **NAMED INSURED:** *[must be the same name as the Permittee/Licensee or Party(ies) to Contract and is/are either an individual(s) or a legally incorporated company(ies)]*

MAILING ADDRESS: _____

LOCATION ADDRESS: _____

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

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

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

4. **COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)**
 Including the following extensions:

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

5. **AUTOMOBILE LIABILITY INSURANCE** for operation of owned and/or leased vehicles
 INSURER: _____
 POLICY NUMBER: _____
 POLICY PERIOD: From _____ to _____

| | |
|-----------------------------|----------|
| LIMITS OF LIABILITY: | |
| Combined Single Limit: | \$ _____ |

If vehicles are insured by ICBC, complete and provide Form APV-47.

6. **UMBRELLA OR** **EXCESS LIABILITY INSURANCE**
LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)
 INSURER: _____
 POLICY NUMBER: _____
 POLICY PERIOD: From _____ to _____

| | |
|-------------------------|----------|
| Per Occurrence: | \$ _____ |
| Aggregate: | \$ _____ |
| Self-Insured Retention: | \$ _____ |

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

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

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE _____

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

Dated: _____