



REQUEST FOR PROPOSALS

MAINTENANCE & REPAIRS OF CITYWIDE ELEVATING DEVICES

RFP No. PS20170774

Issue Date: June 30, 2017

Issued by: City of Vancouver (the “City”)

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MAINTENANCE & REPAIRS OF CITYWIDE ELEVATING DEVICES
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PART A - INFORMATION AND INSTRUCTIONS**

PART A - INFORMATION AND INSTRUCTIONS

1.0 THE RFP

- 1.1 This Request for Proposals (the “**RFP**”) provides an opportunity to submit proposals for review by the City and, depending on the City’s evaluation of proposals, among other factors, to potentially negotiate with the City to enter into a contract. **EXCEPT WHERE EXPRESSLY STATED OTHERWISE IN APPENDIX 1 TO PART C OF THE RFP: (I) NO PART OF THE RFP CONSISTS OF AN OFFER BY THE CITY TO ENTER INTO ANY CONTRACTUAL RELATIONSHIP; AND (II) NO PART OF THE RFP IS LEGALLY BINDING ON THE CITY.**
- 1.2 The RFP concerns the City’s interest in procuring the services of a qualified contractor for the provision of full maintenance and repair services for Citywide elevating devices. Details of the City’s objectives and requirements to which the RFP relates are set out in Part B of the RFP. The City welcomes proposals that are responsive to this RFP (“**Proposals**”) respecting innovative or novel approaches to the City’s objectives and requirements.
- 1.3 The City is interested in selecting an entity, which is not, by the terms hereof, barred from submitting a Proposal, and which does submit a Proposal (each such entity, a “**Proponent**”) with the capability and experience to efficiently and cost-effectively meet the objectives and requirements described in the RFP. The City currently expects to select such a Proponent and then enter into negotiations with that Proponent, which will conclude in the execution of a contract between the Proponent and the City (such a contract, an “**Agreement**”). However, the City may: (i) decline to select any Proponent; (ii) decline to enter into any Agreement; (iii) select multiple Proponents for negotiation; or (iv) enter into one or more agreements respecting the subject matter of the RFP with one or more Proponents or other entities at any time. The City may also terminate the RFP at any time.
- 1.4 The City currently intends that Proposals will be evaluated by the City in relation to their overall value, which will be assessed in the City’s sole and absolute discretion. In assessing value, the City expects to consider the factors described in Section 8 below, among others.
- 1.5 **NO BID SECURITY IS REQUIRED FROM PROPONENTS IN CONNECTION WITH THE SUBMISSION OF PROPOSALS BECAUSE NO PROPOSAL WILL BE DEEMED TO BE AN IRREVOCABLE OR OTHERWISE BINDING LEGAL OFFER BY A PROPONENT TO THE CITY. THE LEGAL OBLIGATIONS OF A PROPONENT THAT WILL ARISE UPON THE SUBMISSION OF ITS PROPOSAL WILL BE LIMITED TO THE TERMS AND CONDITIONS STATED UNDER THE HEADING “LEGAL TERMS & CONDITIONS” IN APPENDIX 1 TO THE FORM OF PROPOSAL.**
- 1.6 The execution of an Agreement may be contingent on funding being approved, and the relevant Proposal being approved, by the Vancouver City Council.
- 1.7 The RFP consists of four parts, plus appendices:
- (a) **PART A - INFORMATION AND INSTRUCTIONS:** This part is intended to serve as a guide to the RFP process for Proponents.
 - (b) **PART B - CITY REQUIREMENTS:** This part describes the subject matter of the RFP, in respect of which the City invites Proposals.
 - (c) **PART C - FORM OF PROPOSAL:** This is the form in which the Proposal should be submitted.

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- (d) **PART D - FORM OF AGREEMENT:** This part contains a model Agreement (the “**Form of Agreement**”). Any Agreement resulting from the RFP is expected to be substantially in the form of the Form of Agreement.

2.0 KEY DATES

- 2.1 Potential Proponents should note the following key dates:

Event	Time and Date
Deadline for submission of Information Meeting registration form (Appendix 1 to this Part A)	3:00pm, Thursday, July 6, 2017
Information Meeting	9:00am, Monday, July 10, 2017
Deadline for Enquiries	3:00pm, Tuesday, July 20, 2017
Closing Time	3:00pm, Thursday, July 27, 2017

- 2.2 All references to time in the RFP are references to the time in the City of Vancouver, as shown on the clock used by the City for the purposes of requests for proposals.

3.0 CONTACT PERSON

- 3.1 All enquiries regarding the RFP must be addressed to:

Philip Lai
Buyer II
philip.lai@vancouver.ca

- 3.2 All enquiries must be made in writing. In-person or telephone enquiries are not permitted.

- 3.3 **IF A POTENTIAL PROPONENT BELIEVES THAT THE CITY MAY BE UNABLE TO SELECT IT DUE TO A CONFLICT OF INTEREST, BUT IS UNCERTAIN ABOUT THIS, THE POTENTIAL PROPONENT IS URGED TO CONTACT THE ABOVE-MENTIONED INDIVIDUAL AS SOON AS POSSIBLE WITH THE RELEVANT INFORMATION SO THAT THE CITY MAY ADVISE THE POTENTIAL PROPONENT REGARDING THE MATTER.**

4.0 SUBMISSION OF PROPOSALS

- 4.1 Proponents should submit their Proposals on or before the time and date specified in the bottom row of the table in Section 2.1 above (the “**Closing Time**”).

- 4.2 Each Proponent should submit its Proposal in an envelope clearly marked with the Proponent’s name and the RFP title and number (“Maintenance & Repair of Citywide Elevating Devices; PS20170774”) to the following address:

City of Vancouver
Supply Chain Management
4th Floor, Vancouver City Hall
453 West 12th Avenue
Vancouver, British Columbia
Canada, V5Y 1V4

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Notwithstanding the foregoing, envelopes submitted by courier or otherwise in-person should be delivered to the drop box at:

Supply Chain Management
4th Floor, Vancouver City Hall
453 West 12th Avenue
Vancouver, British Columbia
Canada, V5Y 1V4

- 4.3 To be considered by the City, a Proposal must be submitted in the form set out in Part C (the **“Form of Proposal”**), completed and duly executed by the relevant Proponent.
- 4.4 Amendments to a Proposal may be submitted via the same methods, at any time prior to the Closing Time.
- 4.5 Proposals must not be submitted by fax or email.
- 4.6 The City requests that **FOUR (4)** hard copies and **ONE (1)** electronic copy (on a CD, flash drive, memory stick or similar medium) of each Proposal (or amendment) be submitted.
- 4.7 Proposals should not be bound in three-ring binders.
- 4.8 Proposals are revocable and may be withdrawn at any time before or after the Closing Time.
- 4.9 All costs associated with the preparation and submission of a Proposal, including any costs incurred by a Proponent after the Closing Time, will be borne solely by the Proponent.
- 4.10 Unnecessarily elaborate Proposals are discouraged. Proposals should be limited to the items specified in Part C of the RFP.
- 4.11 The City is willing to consider any Proposal from two or more Proponents that wish to form a consortium solely for the purpose of submitting a joint Proposal in response to the RFP, provided that they disclose the names of all members of the consortium and all members complete and sign the first page of the Form of Proposal. Nonetheless, the City has a strong preference for Proposals submitted by a single Proponent, including a Proponent that would act as a general contractor and use subcontractors as required.
- 4.12 Proposals that are submitted after the Closing Time or that otherwise do not comply in full with the terms hereof may or may not be considered by the City and may or may not be returned to the Proponent, in the City’s sole discretion.

5.0 CHANGES TO THE RFP AND FURTHER INFORMATION

- 5.1 The City may amend the RFP or make additions to it at any time.
- 5.2 It is the sole responsibility of Proponents to check the City’s website at: <http://vancouver.ca/doing-business/open-bids.aspx> regularly for amendments, addenda, and questions and answers in relation to the RFP.
- 5.3 Proponents must not rely on any information purported to be given on behalf of the City that contradicts the RFP, as amended or supplemented in accordance with the foregoing Section 5.2
- 5.4 An information meeting (the **“Information Meeting”**) will be held to enable Proponents to seek clarification with respect to any aspect of the RFP in a group forum. The details are as follows:

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Date: as specified in Section 2.1 above.

Location	Address	Time*
Library Square	300 West Georgia St, Vancouver, BC	9:00am
New Continental	1067 Seymour St, Vancouver, BC	10:00am
VPD - Graveley**	3585 Graveley St, Vancouver, BC	11:00am

NOTE:

* Allocating 30 minutes for each site and 30 minutes travel time between each site.

** There is a small visitors' parking in front of VPD - Graveley and limited street parking along Graveley St. and Kootney St. There is more parking available along Boundary Road.

- 5.5 Potential Proponents are encouraged to read the RFP and submit any questions relating to the RFP to the Contact Person prior to the Information Meeting.
- 5.6 Potential Proponents interested in attending the Information Meeting should pre-register for the Information Meeting by completing and submitting the form contained in Appendix 1 to this Part A by e-mail to philip.lai@vancouver.ca, on or before the time and date specified in Section 2.1 above.
- 5.7 The City will in good faith attempt to give accurate oral responses to questions posed during the Information Meeting but Proponents are advised that they may only rely on the written information contained herein or in documents posted to the City's website, as described in Section 5.1 above.

6.0 PROPOSED TERM OF ENGAGEMENT

- 6.1 The term of any Agreement is expected to be a 3-year period, with two possible 1-year extensions, for a maximum total term of 5 years.

7.0 PRICING

- 7.1 All prices quoted in any Proposal are to be exclusive of applicable sales taxes calculated upon such prices, but inclusive of all other costs.
- 7.2 Prices must be quoted in Canadian currency and fixed prices must be quoted for the full term of the Proponent's proposed agreement.
- 7.3 Prices are to be quoted DDP, destination (Incoterms, 2010). For the avoidance of doubt, freight, insurance, unloading at the destination designated by the City, import duties, brokerage, royalties, handling, overhead, travel, tool, fuel, profit and all other similar costs are to be included in quoted prices.

8.0 EVALUATION OF PROPOSALS

- 8.1 The City may open or decline to open Proposals in such manner and at such times and places as are determined by the City.
- 8.2 The City currently intends that all Proposals submitted to it in accordance with the RFP will be evaluated by City representatives, using quantitative and qualitative tools and assessments, as appropriate, to determine which Proposal or Proposals offer the overall best value to the City. In so doing, the City expects to examine not only financial terms, but also offered services,

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 PART A - INFORMATION AND INSTRUCTIONS**

innovativeness, environmental and/or social impacts or benefits and other criteria including, but not limited to the Proponents’:

- (a) ability to meet the Requirements (as defined in Part B), or ability to otherwise satisfy the City’s objectives and requirements;
- (b) business reputation and capacity, proven skills, knowledge and experience in delivering similar services;
- (c) proposed services and capabilities, including but not limited to dedicated resource on account management and contract management, response time, management of schedule services and transition process, if applicable;
- (d) response time and on-time service delivery;
- (e) financial offering, including, but not limited to, prices, value-added services, and discounts;
- (f) quality assurance program and satisfaction of City’s requirement and/or current industry standards, including warranty coverage;
- (g) ability to support the City’s sustainability initiatives;
- (h) ability to meet the City’s insurance requirements; and
- (i) any other criteria set out in the RFP or otherwise reasonably considered relevant.

Certain other factors may be mentioned in Part B or elsewhere in the RFP.

Evaluation Criteria	Evaluation Weighting
Technical	50%
Financial	45%
Sustainability	5%
Total	100%

- 8.3 The City will retain complete control over the RFP process at all times until the execution and delivery of an Agreement or Agreements, if any. The City is not legally obligated to review, consider or evaluate Proposals, or any particular Proposal, and need not necessarily review, consider or evaluate Proposals, or any particular Proposal in accordance with the procedures set out in the RFP. The City may continue, interrupt, cease or modify its review, evaluation and negotiation process in respect of any or all Proposals at any time without further explanation or notification to any Proponents.
- 8.4 The City may, at any time prior to signing an Agreement, discuss or negotiate changes to the scope of the RFP with any one or more of the Proponents without having any duty or obligation to advise the other Proponents or to allow the other Proponents to vary their Proposals as a result of such discussions or negotiations.
- 8.5 The City may elect to short-list Proponents and evaluate Proposals in stages. Short-listed Proponents may be asked to provide additional information or details for clarification, including by attending interviews, making presentations, supplying samples, performing demonstrations, furnishing technical data or proposing amendments to the Form of Agreement. The City will be at liberty to negotiate in parallel with one or more short-listed Proponents, or in sequence, or in any combination, and may at any time terminate any or all negotiations.
- 8.6 The City may also require that any proposed subcontractors undergo evaluation by the City.

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8.7 For the avoidance of doubt, notwithstanding any other provision in the RFP, the City has in its sole discretion, the unfettered right to: (a) accept any Proposal; (b) reject any Proposal; (c) reject all Proposals; (d) accept a Proposal which is not the lowest-price proposal; (e) accept a Proposal that deviates from the Requirements or the conditions specified in the RFP; (f) reject a Proposal even if it is the only Proposal received by the City; (g) accept all or any part of a Proposal; (h) split the Requirements between one or more Proponents; and (i) enter into one or more agreements respecting the subject matter of the RFP with any entity or entities at any time. Without limiting the foregoing, the City may reject any Proposal by a Proponent that has a conflict of interest, has engaged in collusion with another Proponent or has otherwise attempted to influence the outcome of the RFP other than through the submission of its Proposal.

9.0 CITY POLICIES

9.1 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 and the community through product and service selection, and to ensure safe and healthy workplaces, where human and civil rights are respected. Each Proponent is expected to adhere to the supplier performance standards set forth in the Supplier Code of Conduct. The Ethical Purchasing Policy shall be referred to in the evaluation of Proposals, to the extent applicable.

10.0 LIVING WAGE EMPLOYER

10.1 Effective May 1, 2017, the City of Vancouver became a "Living Wage Employer". As such, the City requires all firms that are contracted by the City to provide services on City-owned and leased properties to pay employees who perform those services on City property a Living Wage as calculated by the Living Wage for Families Campaign. As of the date of issuance of this RFP, the Living Wage for Vancouver is \$20.62, which includes the value of any non-mandatory benefits such as paid sick leave, employer-paid Medical Services Plan premiums and extended health benefits.

The Living Wage for Families has created a Living Wage Calculator to assist with the calculation of an employee's hourly rate with benefits. The Living Wage Calculator can be found at the following website:

<http://www.livingwageforfamilies.ca/employers/living-wage-calculator/>

Proponents should refer to the Form of Agreement attached as Part D to this RFP for the specific requirements related to the Living Wage, which include:

- (a) paying the Living Wage to all employees who perform services pursuant to the Agreement on City property during the term of the Agreement; and
- (b) ensuring that all subcontractors pay the Living Wage to their employees who perform services on City property during the term of the Agreement.

Failure to comply with the Living Wage requirement will entitle the City to terminate the Agreement.

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11.0 CERTAIN APPLICABLE LEGISLATION

- 11.1 Proponents should note that the City of Vancouver is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligations on the City's consultants or contractors to protect all personal information acquired from the City in the course of providing any service to the City.
- 11.2 Proponents should note that the *Income Tax Act* (Canada) requires that certain payments to non-residents be subject to tax withholding. Proponents are responsible for informing themselves regarding the requirements of the *Income Tax Act* (Canada), including the requirements to qualify for any available exemptions from withholding.

12.0 LEGAL TERMS AND CONDITIONS

- 12.1 The legal obligations of a Proponent that will arise upon the submission of its Proposal are stated in this Appendix 1 to the Form of Proposal. Except where expressly stated in these Legal Terms and Conditions: (i) no part of the RFP consists of an offer by the City to enter into any contractual relationship; and (ii) no part of the RFP is legally binding on the City.

POTENTIAL PROPONENTS MUST REVIEW THESE LEGAL TERMS AND CONDITIONS CAREFULLY BEFORE SUBMITTING A PROPOSAL.

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PART A - INFORMATION AND INSTRUCTIONS

APPENDIX 1 TO PART A



FINANCE RISK AND BUSINESS PLANNING
Supply Chain Management

RE: REQUEST FOR PROPOSALS NO. PS20170774, Maintenance & Repair of Citywide Elevating Devices

To acknowledge your intent to attend the Information Meeting and to ensure that you receive the required information, please submit this form to the person identified below in accordance with the RFP:

Philip Lai
City of Vancouver
Email: philip.lai@vancouver.ca

Proponent's Name: _____

Address: _____

Key Contact Person: _____

Telephone: _____ Email: _____

Fax: _____ Incorporation Date: _____

Our company **WILL** / **WILL NOT** attend the information meeting for Request for Proposals No. PS20170774, Maintenance & Repair of Citywide Elevating Devices.

Signature

Name of Authorized Signatory

E-mail Address

Date

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PART B - CITY REQUIREMENTS**

PART B - CITY REQUIREMENTS

The requirements stated in this Part B (collectively, the “Requirements”) are current as of the date hereof, but they may change or be refined in the course of the evaluation of Proposals or otherwise.

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

To the extent that the Requirements express estimates of quantities or volumes of goods or services expected to be required by the City, the City cannot offer any assurances that such quantities or volumes will in fact be required.

1.0 REQUIREMENTS

1.1 The City has the following Requirements that the Proponent are required to present as part of the proposal to be provided. Each Requirement should be considered in the Proposals. The Proponents should state their understanding of the Requirements and indicate whether they have any questions about the Requirements. The Requirements are listed below:

- (a) Maintenance Services to realize best value through, but not limited to:
 - i) Planned Preventative Maintenance Services - Hardware/Software/Firmware;
 - ii) Corrective Maintenance Services; and
 - iii) Demand Maintenance Services
- (b) All scope of work identified in Part B, Section 1.4, Sections 2.0 and 3.0, including but not limited to:
 - i) Provision of knowledgeable and experienced of service technicians;
 - ii) Adherence to schedule and on-time completion of services;
 - iii) Consistent processes;
 - iv) Comprehensive reporting; and
 - v) Superior level of customer service
- (c) Compliance to the terms and conditions set out in the Form of Agreement.
- (d) Compliance to the Supplier Code of Conduct

1.2 Introduction

The purpose of this RFP is to select a Proponent(s) with the capability and experience to efficiently and cost-effectively provide maintenance services for elevating devices managed by the City of Vancouver, as, if and when required, and as per the requirements and specifications set out herein. This initiative will identify best and leading practices to increase procurement efficiency for the City’s requirements. This initiative will also maintain and improve quality, sustainability and provide opportunities to improve and consolidate the City’s business relationships with qualified Proponent(s) capable of supplying all of the requirements. Thus it

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PART B - CITY REQUIREMENTS

is paramount the successful Proponent(s) be able to meet the requirements of the City with the highest level of service.

1.3 Background

The City of Vancouver's Real Estate and Facilities Management (REFM) department oversees the development, design, construction and operation & maintenance of over 600 property sites ranging from industrial, commercial, social housing, recreational and high security facilities. REFM is responsible for the safe operation & maintenance of approximately 120 elevating devices primarily utilized for the purpose of transport or persons/occupants. As a leading steward of Facilities Management services REFM is responsible to ensure all Real Estate Assets are operating safely, effectively efficiently and in compliance for the purposes of delivering services and programs to the City of Vancouver.

1.4 Requirements

- (a) The successful Proponent will provide a Client- focused Compliance & Service Program ("Program"), specific for the City, for all elevating devices incorporating a blend of time based inspections & maintenance tasks, based on compliance regulations, OEM standards and Industry best practices. The successful Proponent will also provide corrective and demand maintenance services for each elevating device.
- (b) The Program will be provided at the highest industry standard for delivery of skills, service, equipment and workmanship. Minimum Industry Standards & Guidelines include but are not limited to CSA, Industry & OEM Guidelines, Specifications & Standards and applicable Regulatory Codes, Acts & Regulations.
- (c) The Program will collect, record, deliver and maintain current all elevating device data equipment, services and critical parts records thru the term of the Agreement:
 - Make;
 - Model;
 - Serial;
 - BCID;
 - Class;
 - Type;
 - Rating/capacity;
 - Location Address, and;
 - Current Operating Permit
- (d) The successful Proponent will include in the Program, a risk based matrix evaluation (in agreement with City Project Manager) to provide quarterly reporting on expected life cycle of each elevating devices and/or major sub-systems or components per device.
- (e) Proponent must have a 24-7-365 (24 hours a day, 7 days a week, 365 days a year) Client Service Centre for Client Service Requests. Client must be able to access real time Service Centre by means of telephone, email or web based interface.
- (f) The successful Proponent must demonstrate they have access to OEM elevating device hardware and critical components including software and firmware.

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- (g) The successful Proponent must demonstrate they have OEM trained & certified staff to service, maintain, install and commission City Elevating devices.
- (h) A demonstrated Quality Management System consisting of:
 - i) Quality planning;
 - ii) Quality assurance;
 - iii) Quality control, and;
 - iv) Quality improvement

2.0 SCOPE OF WORK

2.1 The successful proponent and its assigned representative(s) will meet with the City during the transition period to implement a plan for the seamless introduction of new processes, coordination, metrics, and introduction to locations and develop schedules, logistics, invoicing and resolve any problems.

- (a) Account and Contract Management
 - i) The successful Proponent will assign representative(s) as key contact for specific roles, including but not limited to:
 - facilitate contract implementation, ensure a smooth transition and on-going efficient operations;
 - coordinate and ensure completion of scheduled services;
 - maintain a pool of available qualified and trained resources and assign such resources with appropriate security clearance as required by the City;
 - provide day-to-day service, technical support, issue resolution and contract management;
 - escalation of service and issue resolution; and
 - the City reserves the right to review and accept the successful Proponent's assignment of the representative for the contract management.
 - ii) The successful Proponent will employ competent supervision of all work and assigned account representative must:
 - be fully knowledgeable of all products and services available;
 - be resourceful to technology and capability to provide services to ensure delivery of requirements;
 - be fully accessible at all times; and
 - Have authority to receive on behalf of the successful Proponent any communication relating to the Contract.
 - iii) 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 on-time scheduled services, billing and documentation accuracy and other

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PART B - CITY REQUIREMENTS

issues that the City may determine as key performance indicators and/or service level agreements with the successful Proponent.

- (b) Regular service reviews & reporting on performance measures shall be conducted at mutually agreed times (minimum monthly), throughout the contract term.
- i) The successful Proponent shall provide report(s) periodically (minimum interval monthly) on a number of performance measures, (also refer to Part B - Section 2.5 - Reporting) such as, but not limited to:
- completion and incompleteness of scheduled services per device;
 - scheduled service dates and completed service dates per device; and
 - Completion of urgent services, demand services or follow-ups per device.
 - Total Emergency and non-emergency service calls per device
 - Demand Service response time from service request to technician onsite arrival per device
 - Costs of planned, corrective and demand service per device
- ii) The successful Proponent shall have an existing and current Health and Safety Program.
- (c) Security Clearance for Authorized Entry
(Only the successful Proponent will be required to provide the following, to be completed upon the award of the contract.)
- i) VPD Security Clearance
- Consent to Release Information
 - Civilian Security Screening Background Information Form
 - The cost associated with the VPD Security Clearance is the responsibility of the Proponent. (Proponent to ensure applicants will meet all requirements for the security screening. The cost of the screening is not returned if the application is unsuccessful.)
- ii) Police Information Check - Vulnerable Sector (PIC-VS)
- Refer to the following link to obtain related information and download the VPD Police Information Check form.
<http://vancouver.ca/police/organization/records-checks-fingerprinting/index.html>
- iii) Non-disclosure Agreement
- (d) Sites
- i) Location of services are listed in Part C, Appendix 3 of the RFP (see Excel spreadsheet - "Table 1 - Elevators Managed by the City");
- ii) Site contact list will be provided after the award of contract;
- iii) Operating hours:

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- 0800-1600 hours, Monday to Friday, unless other arrangements have been agreed to in writing
- iv) The City reserves the right to add or remove sites as and when the City requires.
- (e) Proponent's Work Management System & Technology Platform Capabilities for
 - i) Proponent Web based portal for the City to access per site:
 - Service request status
 - Schedules,
 - Invoicing
 - Technical service reports
 - ii) The City has incorporated technologies for billing and payment processes such as digital scanning of electronic invoice verification, summary billing to reduce the number of invoice transactions, secured online payment system as well as using an EFT/SAP financial interface process.
- (f) Warranty
 - i) The successful Proponent represent and warrant that the services provided by the successful Proponent shall satisfy all requirements and specifications set forth in the Form of Agreement;
 - ii) The successful Proponent shall provide speedy response to warranty claim and process the claims for an efficient resolution.

2.2 General Elevating Device Performance Specifications

The Proponent is to review the following Table 1 - GENERAL ELEVATING DEVICE PERFORMANCE SPECIFICATIONS below in its entirety and confirm the understanding of the work to be provided through the completion of the table in Part C and include it with their Proposal submission with the appropriate initialing.

TABLE 1: GENERAL ELEVATING DEVICE PERFORMANCE SPECIFICATIONS

Elevating Systems and ancillary components will be checked and maintained for optimal functionality, stability and control

No.	Description
1.	<p>Levelling Accuracy: Maintain all equipment within proper levelling accuracy according to the equipment type and capabilities in both directions of travel and under all load conditions. The following shall be applicable for the various equipment types:</p> <ul style="list-style-type: none"> • Single Speed AC: +/- 1.0" • Two Speed AC, Hydraulic +/- 0.5" • Open Loop DCVV +/- 0.375" • Closed Loop AC or DC: +/- 0.25"

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2.	<p>Speed Variation:</p> <p>Maintain all equipment within close tolerance of the rated speed according to the equipment type and capabilities in both directions of travel and under all load conditions. The following shall be applicable for the various equipment types:</p> <ul style="list-style-type: none"> • Hydraulic +/- 10% • Traction Open Loop +/- 5% • Traction Closed Loop +/- 2% 															
3.	<p>Performance Times:</p> <p>Maintain all equipment in good adjustment to provide prompt but comfortable service. The one floor run time of brake to brake time between adjacent floors (based on a twelve [12] foot floor height) shall be maintained according to the equipment type and capabilities in both directions of travel and under all load conditions. The following brake to brake times shall be applicable for the various equipment types:</p> <ul style="list-style-type: none"> • Hydraulic 8.0 - 10.0 seconds • Traction Open Loop 6.0 - 7.0 seconds • Traction Closed Loop 4.5 - 6.0 seconds 															
4.	<p>Door Timing - Open, Close, Dwell:</p> <p>1. Arrange door opening and closing times for various door types and sizes, generally according to the following times, except where the age or design of the equipment may make this impractical:</p> <table style="margin-left: 40px; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; padding-right: 20px;"><u>Type</u></th> <th style="text-align: center; padding-right: 20px;"><u>¾ Open</u></th> <th style="text-align: center;"><u>Closed</u></th> </tr> </thead> <tbody> <tr> <td>CO doors up to 3'-6" wide:</td> <td style="text-align: center;">1.7</td> <td style="text-align: center;">2.7</td> </tr> <tr> <td>CO doors up to 4'-0" wide:</td> <td style="text-align: center;">1.9</td> <td style="text-align: center;">3</td> </tr> <tr> <td>SS doors up to 3'-6" wide:</td> <td style="text-align: center;">2.5</td> <td style="text-align: center;">4</td> </tr> <tr> <td>2-speed doors up to 4'-0" wide:</td> <td style="text-align: center;">3.5</td> <td style="text-align: center;">5</td> </tr> </tbody> </table> <p>2. Door open delay time or dwell time is measured from the time the door is fully open until it starts to close, and should be in accordance with the following standards, recognizing that this will vary somewhat depending on the equipment and on the number of timing circuits:</p> <ol style="list-style-type: none"> a. One timer <ul style="list-style-type: none"> • 3.5 sec. b. Two timers <ul style="list-style-type: none"> • 3.5 sec. (Initial timing) • 2.5 sec. (Short time) c. Separate timers for hall and car calls: <ul style="list-style-type: none"> • HDT 5.0 sec. (Hall Call Stop) • CDT 2.0 sec. (Car Call Stop) • SDT 1.0 sec. (Short Door Time) 	<u>Type</u>	<u>¾ Open</u>	<u>Closed</u>	CO doors up to 3'-6" wide:	1.7	2.7	CO doors up to 4'-0" wide:	1.9	3	SS doors up to 3'-6" wide:	2.5	4	2-speed doors up to 4'-0" wide:	3.5	5
<u>Type</u>	<u>¾ Open</u>	<u>Closed</u>														
CO doors up to 3'-6" wide:	1.7	2.7														
CO doors up to 4'-0" wide:	1.9	3														
SS doors up to 3'-6" wide:	2.5	4														
2-speed doors up to 4'-0" wide:	3.5	5														
5.	<p>Electrical Schematics:</p> <p>The successful Proponent shall provide a complete set of electrical circuit schematics where not already in place and shall maintain the new or existing prints in good condition.</p> <p>The successful Proponent shall maintain the prints in good condition. The prints shall be protected in clear plastic sleeves or laminated.</p> <p>Any changes, additions, alterations or deletions made by the successful Proponent shall be</p>															

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	<p>recorded up to date on these drawings.</p> <p>Manuals shall be maintained in good condition and be kept up to date.</p> <p>The City's Representative reserves the right to back charge the successful Proponent for any wiring diagrams removed from the premises or damaged during the term of the Agreement, unless notified within sixty (60) days of the award of the Agreement of any deficiencies.</p>
6.	<p>Hydraulic Elevating device Testing and Oil Level Monitoring:</p> <p>For hydraulic elevating devices the successful Proponent shall incorporate a hydraulic oil loss monitoring program and shall report any unaccounted oil loss to the City immediately.</p> <p>The following tests and monitoring shall be performed for all hydraulic elevating devices to test for and detect leaks in the system and particularly those in unexposed or buried components; The tests shall be performed at intervals as indicate herein.</p> <p>Forms shall be provided by the successful Proponent and kept in the machine room for recording the reservoir oil level and a benchmark oil level shall be established with means to measure the reservoir oil level.</p> <p>On each regular maintenance visit the oil level shall be recorded in comparison to the benchmark and recorded on the recording form.</p> <p>Any accounted oil loss due to exposed leaks or seepage at the cylinder head(s) shall be returned to the system or measured and recorded on the recording form. Any oil additions shall also be recorded on the form.</p> <p>Any unaccounted oil loss shall be immediately investigated and reported to the Participating Facilities.</p> <p>The following tests shall be performed periodically as indicated in the minimum specified duties;</p> <ul style="list-style-type: none"> • The hydraulic relief valve pressure setting shall be checked by operating the hydraulic system with the piping gate valve closed until the relief valve opens and the maximum operating pressure is reached. The relief valve pressure setting shall be recorded and adjusted if necessary to meet the manufacturers' recommendation and original equipment design requirements. • The hydraulic cylinder(s) shall be subjected to a pressure test by operating the elevating device upwards onto the piston stop ring until the relief valve pressure setting has been reached. • Immediately following the cylinder pressure test the elevating device shall be subjected to a no-load leak down test as follows: The elevating device shall be parked at the top landing served, level with the landing. The gate valve in the machine room and in the pit, if provided, shall be closed. Power shall be removed from the control and drive system. The reservoir oil level shall be recorded and the elevating device shall remain parked in this position for a period of at least four (4) hours or overnight. Prior to returning the elevating device back to operation the reservoir oil level should be checked and any variations recorded. The distance the elevating device cab has settled beneath the top floor level shall also be recorded. • The elevating device should then be returned to normal operation unless significant settling has occurred which should be investigated further.

2.3 Preventative Maintenance Services

- i) The successful Proponent shall maintain the equipment performance in accordance with the performance tables found in the above Table 1 - GENERAL ELEVATING DEVICE

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PERFORMANCE SPECIFICATIONS (Part B - City Requirements). The minimum routine preventative maintenance work required is detailed in the Table 2 - MINIMUM ROUTINE PREVENTATIVE MAINTENANCE TASKS REQUIRED below, and should be viewed as an outline and not as an all-inclusive list of duties.

- ii) The Proponent shall submit a timetable (as per Part C - Appendix 2 - TABLE 1 - PROPOSED ROUTINE PREVENTATIVE MAINTENANCE ACTIVITIES REQUIRED) showing the schedule for routine inspection and maintenance. This timetable will be considered by the City and will form the basis of the overall scheduling of work, should the Proponent be invited to enter into an Agreement.

The timetable should be based on the required frequency (daily, monthly, annually, etc.) cycle of repeat activities. The list of maintenance activities in Table 2 - MINIMUM ROUTINE PREVENTATIVE MAINTENANCE TASKS REQUIRED below are a guide, but the timetable submitted by the Proponent must indicate the specific elevating devices for the scheduled services to allow the City's expecting the planned maintenance activities and the successful Proponent's own personnel scheduling.

NOTE: The minimum requirement for each site is a MONTHLY inspection.

TABLE 2: MINIMUM ROUTINE PREVENTATIVE MAINTENANCE TASKS REQUIRED

No.	Description
1.	Check the ride of each elevating device; check floor levelling, check call register lights, position indicator lights, lanterns, and gongs.
2.	Check the door operation and door timing; check the door re-opening device(s).
3.	Visually check all machine room equipment. Check all rotating equipment, replace brushes when worn more than seventy percent (70%). Check the group dispatching.
4.	Check the top of car, hoist-way and pit equipment. Clean the car and hall door tracks and rollers, car top equipment and pit area.
5.	Check the elevating device performance times.
6.	Check the Landing and Car Doors including, locks, interlocks, contacts, door re-opening devices, vision panels, and hoist-way access switches.
7.	Test operation of safety circuit.
8.	Check emergency signalling devices including alarm bell, telephones, and intercoms.
9.	Check brake lining and adjustment.
10.	Check sleeve bearing oil levels.
11.	Check geared machine oil level and record.
12.	Check and record hydraulic oil level against benchmark oil level. Check V-belt condition and tension. Check for leaks in around valves and pumps. Check gland packings. Check oil collection buckets. Check piston for rust or wear.
13.	Check oil return line and clean. Check oil collection bucket, empty as necessary.
14.	Clean machine room floor.
15.	Check the governor and operate by hand. Check jaws and switches.

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16.	Check the Landing and Car Doors including eccentrics and retainers, door gibs, pickup rollers, clutches, retiring cams and related assemblies.
17.	Check and test the emergency cab lighting unit.
18.	Check controller contacts, clean, replace burnt or worn contacts. Check all relays.
19.	Check resistors.
20.	Check car and counterweight guide shoes or rollers.
21.	Clean, lubricate and adjust car door/gate operators. Check shaft bearings, cams and contacts.
22.	Clean the hoist-way, lubricate all sheaves and bearings. Lubricate the hoist ropes. See Note 1 below
23.	Clean the controller and rotating electrical equipment.
24.	Inspect the governor ropes.
25.	Check the Landing and Car Doors including hangers, interconnecting means and closers.
26.	Check limit switches.
27.	Check travelling cables.
28.	Test hydraulic motor protection, low oil timer and thermal overload.
29.	Test Emergency Recall Operation, Emergency Power Operation and other special operating features.
30.	Assist the City's Representative or their designated representative in an inspection of all units.
31.	Equalize the tension in the hoist ropes.
32.	Examine and clean the safety mechanism.
33.	Test the car and counterweight safety devices by hand.
34.	Test the overspeed governor. Record the tripping speed.
35.	Inspect wire ropes for loss of diameter, broken strands, rust. Record diameter and report findings.
36.	Check the Landing and Car Doors including the closing force, opening, door panels and sight guards. Record closing force.
37.	Dismantle, clean, lubricate and adjust the brake. Test with empty car up and record spring pressure. See Note 2 below
38.	Test hydraulic relief valve setting and record.
39.	Perform hydraulic static leak down test. Record results. See Note 3 below.
40.	Refasten babbitted hoist ropes on overhead drum machines.
41.	Check setting of overloads and record.
42.	Check fuses. Clean fuses and holders.
43.	Check and record controller voltages.
44.	Check and tighten electrical connections.
45.	Check car operating panels, Check contacts and switches and tighten electrical connections.
46.	Check compensating ropes, chains, hitches, sheaves and switches.

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47.	Check and clean sheaves.
48.	Check machine worms and gears, gland packings, oil level.
49.	Blow out, vacuum and clean motors, generators, armatures and fields.
50.	Clean, drain, flush and re-fill sleeve bearings.
51.	Check main disconnect switch.
52.	Check the operation and performance with full rated load. Check overload devices.
53.	Flush and re-fill gear case on all geared machines.
54.	Clean water hydraulic plungers.
55.	Refasten babbitted drum machine ropes for side or basement mounted machines.
56.	Test oil buffers including oil level and plunger return.
57.	Perform a governor pull through test. Record the pull through force.
<p>Note 1: Auxiliary Braking Devices: All elevators under this maintenance Agreement equipped with Northern Sheave Jammers (as described in BCSA Safety Order SO-L1 090601 4) shall be cleaned, inspected and tested in accordance with BCSA Safety Order NO: SO-L1 090601 4. The service work and the submission of the necessary submittals are included as part of this maintenance Agreement.</p>	
<p>Note 2: Annual Brake Tests: The brakes shall be serviced in accordance with BCSA Technical Bulletin NO: SO-L1 090507 3. The service work and affidavits shall be included in this maintenance Agreement. The affidavits shall be copied and submitted to the City's Representative</p>	
<p>Note 3: Perform hydraulic static leak down test as instructed in 4.9 of the B44.2. Record the results in the log book at each location, submit the required paperwork to the BCSA and provide a copy to the City's Representative.</p>	

- iii) The City shall supply to the successful Proponent a list of contacts for specific sites where the City requires the successful Proponent's personnel to report to these contacts on arrival.
- iv) Successful Proponent shall supply onsite maintenance log book per elevating device, to note and enter any deviations and/or additions to the planned or demand work. Copies of field service reports will be inserted (chronologically) in log book for worker reference and audit purposes
- v) Successful Proponent shall not make changes to any site or equipment without prior authorization from designated site representative.
- vi) Successful Proponent is to keep a current onsite maintenance log of activities. Electronic copy will be forwarded to designated City representative and E-copy with Proponents for life of Agreement. All information including but not limited to service records, warranty documents for each device, drawings, reports, permits will be handed over to City within 5 business days of Agreement expiry or termination.
- vii) The successful Proponent shall carry out the Requirements of the Agreement and any additional related work in accordance with the most updated applicable codes, bylaws, regulations and requirements of the local, Provincial, and Federal authorities.

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- viii) Successful Proponent is not to have more than one (1) elevating device per bank not operable at any one (1) time, during the course of maintenance work being performed.
- ix) Successful Proponent is to notify the designated City site representative 5 business days in advance of a scheduled maintenance service.
- x) Successful Proponent is to provide assistance for inspection and testing as described elsewhere in this scope of work.

2.4 Repair Services

2.4.1 Planned and Unplanned Major Repairs

- i) The scope includes planned major repairs which are elective or predictable, including but not limited to, operations such as changing cable, sheave re-grooving, major bearing changes, turning and undercutting a commutator, replacing a door operator, draining and cleaning the gear case, re-tuning a system for better performance, hoist-way clean-down, and other similar work.

The successful Proponent shall schedule these ahead of time in consultation with the City so that staff can be advised and shutdown can be planned to avoid major inconvenience and not to conflict with other elevating device required activities.
- ii) Unplanned major repairs which must be done in order to maintain safe and satisfactory elevating device service must be completed promptly. The designated City representative must be immediately advised of the situation, and the successful Proponent must provide the immediate execution of the work in order to put the elevating device back in operation.
- iii) Major repairs, whether planned or not, will be carried out during Business Hours and if the City requests the work to be done outside of Business Hours, the non-business work will be invoiced as per proposed TABLE 2 - DEMAND SERVICE RATES in Part C, Appendix 3 - Commercial Proposal, Section 2.0.

2.4.2 Demand Service Request

- i) The goal of performing regular preventative maintenance is to reduce and eliminate equipment troubles and downtimes. The Demand Service Request frequency shall be monitored and reported to City by the successful Proponent.
- ii) The Demand Service Request shall be monitored by the successful Proponent. As a benchmark for the performance of the work, the equipment related Demand Service Request should not exceed the frequency of once every three (3) months for the equipment listed in TABLE 1: GENERAL ELEVATING DEVICE PERFORMANCE SPECIFICATIONS in Part C, Appendix 2, Section 2.0.
- iii) Where equipment reliability does not meet the Specifications, the Successful Proponent shall implement a Demand Service reduction program to monitor, measure and report Demand Service Request calls and to report on implemented corrective actions to eliminate repetitive calls and to identify troublesome components which can be replaced or repaired to improve reliability.
- iv) The successful Proponent shall review the Demand Service Requests, calculate and report the Mean Time Between Demand Services ("MTBD") on a regular basis which should not exceed once every three (3) months.

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- v) Except for Emergency Demand Service Request services and repairs, all routine maintenance and Demand Service Request (“Demand Services”) shall be performed during Business Hours defined by the City as 8:00 AM to 4:00 PM Monday to Friday.
- vi) Immediate and consistent response to Demand Services is essential to the successful execution of the Agreement. The successful Proponent is expected to provide service on a twenty-four (24) hours per day and seven (7) days a week basis. The City expects the successful Proponent to assign the required maintenance personnel to service this Agreement in its entirety.
- vii) The successful Proponent’s assigned personnel shall be able to communicate to the City directly or through the successful Proponent’s local office in response to Demand Services as defined below:
 - a. Non-Emergency Demand Service - This service includes minor elevating device issues such as, for example but not limited to, periodic performance problems, light bulb replacement, or minor leveling issues.
 - b. Emergency Demand Service - When the successful Proponent receives a call stating that a passenger(s) is trapped in an elevating device, the elevating device is completely shut down, or there is a medical emergency, the successful Proponent must use all effort to respond in a timely fashion with the appropriate personnel.
- viii) The successful Proponent must provide the City with updated emergency contact number(s) for the key personnel and acceptable means of emergency Demand Service communication with the appointed City representative who is responsible for the maintenance and repair of elevating devices on behalf of the City (“City’s Representative”).
- ix) The Proponent shall state the maximum response times from the time of notification to the time of arrival on-site in the Part C - Appendix 2, Section 4.0, Table 3: RESPONSE TIMES.
- x) If a particular problem is not solved and corrected within five (5) calendar days, the City may require the successful Proponent to retain specialized personnel to correct the problem at no additional cost to the City.
- xi) If the trouble is such that the elevating device is either stopped, or in poor operating condition and must be taken out of service, then the successful Proponent will be allowed no more than four (4) business days to identify the cause, after which time the successful Proponent must retain third party specialist experts at the successful Proponent’s sole costs, and in any event the problem must be remedied within seven (7) calendar days failing which the City may exercise its default remedies under the Agreement.

2.5 Reporting

- i) The Proponent shall provide measure, monitor and report on a number of performance metrics and any other criteria determined by the City for services provided under the Agreement. The information should be reported in an electronic format (eg. bar charts, spreadsheets, pivot tables) approved by the City, and submitted to the City’s Representative. Reports are to include, but not to be limited to the following: (refer also to 2.1 (ii))

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- a. A monthly report detailing the number of Demand Services recorded over the past month per site per elevating device, including repairs performed, status of all critical and non-critical recommendations or suggestions for improvements or changes, including upcoming scheduled repair work
- b. An annual report detailing the number of Demand Services recorded over the past twelve (12) months per site per elevating device, including repairs performed, status of all critical and non-critical recommendations or suggestions for improvements or changes, including upcoming scheduled repair work. As well, the report must provide a summary and analyses of the performance of each elevating device in the Agreement;
- c. A monthly report of the maintenance activity is to be submitted by the end of the 5th business day of following month. The report is to be submitted in a format that makes the annualized Demand Service rates (including travel time) per job site, highly visible.

The monthly status report of the maintenance (planned and demand) activity, for all job sites aggregated, in the previous month, shall include the following:

- number of minutes spent at each job site;
- total minutes at each job site for the month;
- the time spent must include Demand Services and repairs (if applicable).

Details underlying this high-level report should be available upon request by the City's Representative; and the successful Proponent's Service Technicians ("Service Technicians") is to record all periodic maintenance and tests, as well as note any deficiencies listed by the City's Representative and record what has been done to correct these at the end of the maintenance visit in the log book provided at each site;

- d. On a regular basis, which should not exceed once every three (3) months, the successful Proponent shall review the calls and calculate the MTBD;
- ii) Proponents are to provide and describe web-based reporting/tracking capabilities so that the City's Representative, as well as any additional staff as necessary, may obtain real-time updates on job status twenty-four (24) hours per day, seven (7) days a week.

2.6 Disaster Response Support

- i) In the event of a major or serious disaster, such as earthquake, major fire, or extreme snow conditions, the City will be faced with the requirement to sustain the provisioning of key facilities such as those operated by the Vancouver Police Department, Vancouver Fire and Rescue Services and any other departments that are deemed necessary. The successful Proponent is to explain ability or plan, which will provide this support to the City in the event of a major disaster or emergency condition.

2.7 Personnel and Resources

- i) During Business Hours, the successful Proponent's personnel assigned to the Agreement shall carry out the required services under the Agreement.
- ii) The successful Proponent shall arrange, at a minimum, to have personnel assigned to this Agreement for routine maintenance and Demand Services during 24-7-365. The coverage will be maintained even during periods of vacation or illness.

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- iii) The successful Proponent shall provide adjustors, engineers, or other persons with special technical competence, when required by its regular maintenance person for assistance, troubleshooting, or for the adjusting of mechanical, electrical or electronic items at no additional cost to the City.
- iv) The Service Technicians must check in when they arrive at a City job site for elevating device repairs or routine maintenance through either phone message or email to the City's Representative. Service Technicians must also check out and provide a brief update on the serviced elevating device(s) through entry into the onsite log book, and email (non-emergency within 24 hours) to the designated City's Representative.
- v) The Service Technician shall immediately advise the City's Representative when an elevating device cannot be restored to full operation by the completion of the Business Hours for that day. The Service Technician or another individual designated by the successful Proponent shall then provide to the City's Representative:
 - a brief description of the device shut down reason;
 - the reason for the delay in service restoration, and;
 - the estimated amount of down-time via email within twenty-four (24) hours.

Where maintenance deficiencies are reported to the successful Proponent, they shall be rectified within five (5) business days, unless a delay in the receipt of spare parts or other reasonable delay (noted in update to City Rep) occurs. This delay and the reasons for this delay will be communicated to the City's Representative within twenty-four (24) hours. This includes but is not limited to issues such as burned-out indicator lights, noise-related calls, and other issues.

3.0 SERVICE CAPABILITIES AND APPROACH

Proponents are to describe and demonstrate in detail their overall method and quality of elevating device maintenance including metric reporting and responsiveness to City maintenance needs and communication thereof. Proponents are to demonstrate their level of service by providing examples.

- i) Proponent should detail customer service process and capabilities, including but not limited to order servicing process, account and contract management process, escalation process, reporting capabilities, communication protocol and demonstrate their level of service by providing examples
- ii) State the location from which Demand Services would be dispatched and location of the City's single point of contact; and
- iii) The successful Proponent shall design and execute the maintenance program to maintain the elevator readiness within those frequencies as proposed by the proponent in Table 1 - GENERAL ELEVATING DEVICE PERFORMANCE SPECIFICATIONS under Part C, Appendix 2. If the elevator call back frequency exceeds the frequency of once every three (3) months, the maintenance billing for the particular device shall be reduced by twenty percent (20%) from its monthly maintenance fee for the immediate following month and shall remain at this rate until the reliability is restored to the satisfaction of the City's Representative.

3.1 Safety & Regulation Compliance

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- i) The successful Proponent shall erect, install and maintain devices, such as barricades, cones and signs to protect the public during the repair or maintenance services.
- ii) The successful Proponent shall immediately report to the City's Representative any hazards or building conditions that may affect the equipment or the performance of the work. The Successful Proponent shall report any leaks, seepage, power fluctuations, environmental concerns or any vandalism or misuse of the equipment.
- iii) Both parties shall report any near miss, incidents or accidents that involve the equipment immediately to the other party regardless of whether any personal injury has occurred. The Successful Proponent shall cooperate with the City and the appropriate regulatory authorities with respect to investigation of any such incident or accident at no extra charge.
- iv) A logbook per device shall be maintained on site in each machine room as required by Regulations & Code to record all periodic maintenance, tests and recorded data.
- v) Proponent is to include its Health & Safety plans and procedures as Appendix 16 - Proposed Health and Safety Plans.

3.2 Materials and Tools

- i) The successful Proponent shall provide all material and tools required for the repair and maintenance services.
- ii) The successful Proponent will maintain, at a minimum, inventory of the following parts, to be stored locally on premises preferably located within Vancouver. The successful Proponent shall ensure the minimum of the stock of parts described below is maintained at all times:
 - Lubricants and cleaning supplies;
 - Lamps of each type for all signal fixtures;
 - Coils for all relays and contactors - at least one (1) of each, preferably on-site; minimum one (1) relay of each type, and one contactor of each type if not available in stock from local supplier;
 - One (1) complete door detector for passenger elevating devices;
 - Door hanger rollers, door gibs for each type; one (1) complete interlock and interlocks components for each type and pick-up rollers;
 - Minimum of two (2) fuses of each size and type required;
 - One (1) hall push-button assembly and push-button components, each type;
 - One (1) car push-button assembly, each type;
 - Carbon brushes to suit each generator or motor;
 - Magnet switches, limit switches;
 - Door closers (spirators);
 - Guide rollers or guide shoe inserts;
 - Door operator components, belts, chains, seals, motors, cam packs, bushings;
 - Selector or hoist-way tape, selector switches, contacts; and
 - Printed circuit boards for controllers and solid state drives.

3.3 Elevating Device Locations and Equipment Details

- i) Elevating devices covered by this Agreement are detailed in the Excel Spreadsheet titled "TABLE 1 - PRICING TABLE FOR THE ELEVATORS MANAGED BY THE CITY" as referenced under Part C, APPENDIX 3 - COMMERCIAL PROPOSAL. Proponents are advised that a number of the elevating devices included this TABLE 1, in some cases,

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have been repaired and modified using non-OEM (original equipment manufacturer) parts.

3.4 Components Outside the Scope of Work

The maintenance service shall include all portions of the elevating device equipment except as itemized herein. The Agreement does not cover the following:

- i) General
 - Mainline and auxiliary electrical power supply disconnect switches, fuses and feeders to control equipment.
 - Related building items, such as machine room enclosures, entry doors & closers, smoke & heat detectors and card access control equipment.
- ii) Elevating Devices
 - Cab interior finishes and cab door panels;
 - Handrails;
 - Floor covering;
 - Hoist-way enclosure;
 - Hoist-way doors and frames;
 - Door sills;
 - Buried or unexposed hydraulic cylinders except where provided with a protective annulus; and
 - Buried or unexposed piping.

3.5 Inspections

- i) The City shall, at times it deems necessary, engage the services of an independent qualified Consultant to review and evaluate the services being provided by the successful Proponent under this Agreement.

3.6 Environmental Responsibility

- i) The City is committed to preserving the environment. Proponents should provide environmentally sensitive products or services wherever possible. Where there is a requirement that the successful Proponent supplies materials, and where such materials may cause adverse effects, the Proponent is to indicate the nature of the hazard in its Proposal.
- ii) The Proponent is to report to the City of any known alternatives or substitutes for such materials that would mitigate the effects of any adverse conditions on the environment.
- iii) The successful Proponent shall arrange for proper disposal of refuse and other wastes resulting from work under this Agreement. All refuse must be removed from the site by the successful Proponent. The successful Proponent is required to cooperate with the City in this matter and ensure that such material is not left around in any way to cause either inconvenience or a safety or fire hazard.
- iv) The City's containers are NOT to be used for disposal of major amounts of discarded or unwanted materials.

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- v) If hazardous materials including but not limited to asbestos or PCBs are discovered in the hoist-way or in the elevating device, the Successful Proponent must stop the work and notify the City immediately and The Successful Proponent is not responsible for the removal or disposal of such material.

3.7 Change in Elevating Devices Covered by the Agreement

- i) The City reserves the right, at any time and from time to time, to take any number or combination of its elevating devices out of service (for modernization or for any other reason at the City's sole discretion) or to sell, lease or otherwise dispose of any building containing elevating devices covered by the Agreement.
- ii) Accordingly, when submitting the Proposal, the Proponent is to set out in its pricing how its pricing would vary (if at all) in the event that the City elected to exercise its rights under this section, with appropriate break-downs for each applicable category of elevating device (e.g. re-activated but un-modernized; re-activated and modernized; newly installed device, etc.)
- iii) Should any work to upgrade, modernize or alter any equipment covered by the Agreement be awarded to another successful Proponent the City reserves the right to suspend the maintenance of the equipment for the period of time while the alteration or modernization work is being performed and for any subsequent warranty maintenance period.
- iv) The City reserves the right to add any number or combination of new elevating devices to the Agreement at any time and from time to time such as, for example and without limitation, when:
- The City purchases, leases, or otherwise acquires any building containing elevating devices; or
 - the City decides, in its sole discretion, to re-activate a previously de-activated elevating device; or
 - the City activates a modernized or replaced elevating device.
- v) The Proponent is to assume that the City will not require the successful Proponent to provide services in respect to newly added elevating devices during any period of time that they are under a warranty provided by a third party builder or elevating device vendor. All warranty work, if required, will be dealt with separately and independently from the Agreement in accordance with the legal terms and conditions of the warranty.

3.8 Transition and Implementation Plan

- i) The successful Proponent will demonstrate a contract transition allowing for the on-going operations of the elevating devices.
- ii) Since there may be changes in coverage of some elevating devices by the City, the City and the successful Proponent will be responsible for developing a timely and orderly transition to the servicing of the Agreement upon acceptance signing.
- iii) The Proponent is to include a detailed explanation as to how it is envisioned the transition and implementation to be completed. These issues should encompass, but not be limited to such factors as:
- determination of service requirements;

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PART B - CITY REQUIREMENTS

- updating of permits, registrations, etc. with Regulatory Authority
 - fixture changes if required, including replacement of present equipment;
 - service levels for the respective facilities;
 - inclusion into electronic invoicing procedures; and
 - inclusion into performance and maintenance reports.
- iv) In the case where an elevating device is covered under an existing OEM Agreement, the Proponent shall commence service and indicate a cost (based on the required maintenance schedule specific to that elevator) which shall take effect upon expiration of the existing OEM Agreement.

3.9 Business Technology Capabilities - Procurement to Payment Process (“P2P”)

- (a) The City is seeking a solution to streamline the P2P process within the scope of this RFP such that the resources assigned are more efficiently utilized.
- (b) The Proponent understands that the City may utilize an electronic procurement process that handles commercial transactions from requisitioning through payment such as, but not limited to, purchase/service order, order receipt/acceptance, change order, work ticket and invoice.
- (c) Please demonstrate and explain the Proponent’s present electronic procurement system and a detailed solution for the ordering process and how such solution would reduce transactional costs for the City, including but not limited to the option of summary billing. The Proponent understands that the electronic procurement system may include receiving electronic purchase/service order(s), work ticket data input into an electronic procurement system, and scanning/attaching supporting documentation if requested by the City. It may also include registering with and working with third party system or network providers.

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MAINTENANCE & REPAIRS OF CITYWIDE ELEVATING DEVICES
PART C - FORM OF PROPOSAL**

PART C - FORM OF PROPOSAL

RFP No. PS20170774, MAINTENANCE & REPAIRS OF CITYWIDE ELEVATING DEVICES (the "RFP")

Proponent's Name: _____

"Proponent"

Address: _____

Jurisdiction of Legal Organization: _____

Date of Legal Organization: _____

Key Contact Person: _____

Telephone: _____ **Fax:** _____

E-mail: _____

The Proponent, having carefully examined and read the RFP, including all amendments and addenda thereto, if any, and all other related information published on the City's website, hereby acknowledges that it has understood all of the foregoing, and in response thereto hereby submits the enclosed Proposal.

The Proponent further acknowledges that it has read and agrees to the Legal Terms & Conditions attached as Appendix 1 to this Form of Proposal.

IN WITNESS WHEREOF the Proponent has executed this Proposal Form:

Signature of Authorized Signatory for the Proponent

Date

Name and Title

Signature of Authorized Signatory for the Proponent

Date

Name and Title

**REQUEST FOR PROPOSALS NO. PS20170774
MAINTENANCE & REPAIRS OF CITYWIDE ELEVATING DEVICES
PART C - FORM OF PROPOSAL**

APPENDICES

The Form of Proposal includes the following attached Appendices:

- APPENDIX 1 Legal Terms and Conditions of RFP
- APPENDIX 2 Technical Proposal
- APPENDIX 3 Commercial Proposal
- APPENDIX 4 Proponents References
- APPENDIX 5 Certificate of Insurance
- APPENDIX 6 Declaration of Supplier Code of Conduct Compliance
- APPENDIX 7 Corporate Sustainability Leadership Questionnaire
- APPENDIX 8 Sustainability Requirements Questionnaire
- APPENDIX 9 Personal Information Consent Form(s)
- APPENDIX 10 Subcontractors
- APPENDIX 11 Proposed Amendments to Form of Agreement
- APPENDIX 12 Financial Statements
- APPENDIX 13 Proof of WorkSafeBC Registration
- APPENDIX 14 Conflicts; Collusion; Lobbying
- APPENDIX 15 Owners' Anticipated Workplace Hazards
- APPENDIX 16 Occupational Health and Safety Program (Policies/Process/Forms)

**REQUEST FOR PROPOSALS NO. PS20170774
MAINTENANCE & REPAIRS OF CITYWIDE ELEVATING DEVICES
PART C - APPENDIX 1**

**APPENDIX 1
LEGAL TERMS AND CONDITIONS OF RFP**

1 APPLICATION OF THESE LEGAL TERMS AND CONDITIONS

These legal terms and conditions set out the City's and the Proponent's legal rights and obligations only with respect to the RFP proposal process and any evaluation, selection, negotiation or other related process. In no event will the legal terms and conditions of this Appendix 1 apply to, or have the effect of supplementing, any Contract formed between the City and the Proponent, or otherwise apply as between the Proponent and the City following the signing of any such Contract.

2 DEFINITIONS

In this Appendix 1, the following terms have the following meanings:

- (a) "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter.
- (b) "Contract" means a legal agreement, if any, entered into between the City and the Proponent following and as a result of the Proponent's selection by the City in the City's RFP process.
- (c) "Losses" means, in respect of any matter, all direct or indirect, as well as consequential: claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).
- (d) "Proponent" means the legal entity which has signed the Proposal Form, and "proponent" means any proponent responding to the RFP, excluding or including the Proponent, as the context requires.
- (e) "Proposal" means the package of documents consisting of the Proposal Form (including this Appendix 1), the Proponent's proposal submitted under cover of the Proposal Form, and all schedules, appendices and accompanying documents, and "proposal" means any proposal submitted by any proponent, excluding or including the Proponent, as the context requires.
- (f) "Proposal Form" means that certain Part C of the RFP, completed and executed by the Proponent, to which this Appendix 1 is appended.
- (g) "RFP" means the document issued by the City as Request for Proposals No. PS20170774, as amended from time to time and including all addenda.

3 NO LEGAL OBLIGATION ASSUMED BY THE CITY

Despite any other term of the RFP or the Proposal Form, including this Appendix 1 (except only Sections 7, 8.2 and 10 of this Appendix 1, in each case to the extent applicable), the City assumes no legal duty or obligation to the Proponent or to any proposed subcontractor in respect of the RFP, its subject matter or the Proposal unless and until the City enters into a Contract, which the City may decline to do in the City's sole discretion.

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PART C - APPENDIX 1**

4 NO DUTY OF CARE OR FAIRNESS TO THE PROPONENT

The City is a public body required by law to act in the public interest. In no event, however, does the City owe *to the Proponent or to any of the Proponent's proposed subcontractors* (as opposed to the public) any contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFP process, or any contract or tort law duty to preserve the integrity of the RFP process. The Proponent hereby waives and releases the City from any and all such duties and expressly assumes the risk of all Losses arising from participating in the RFP process on this basis.

5 EVALUATION OF PROPOSALS

5.1 Compliance / Non-Compliance

Any proposal which contains an error, omission or misstatement, which contains qualifying conditions, which does not fully address all of the requirements or expectations of the RFP, or which otherwise fails to conform to the RFP may or may not be rejected by the City at the City's sole discretion. The City may also invite a proponent to adjust its proposal to remedy any such problem, without providing the other proponents an opportunity to amend their proposals.

5.2 Reservation of Complete Control over Process

The City reserves the right to retain complete control over the RFP and proposal processes at all times. Accordingly, the City is not legally obligated to review, consider or evaluate the proposals, or any particular proposal, and need not necessarily review, consider or evaluate the proposals, or any particular proposal, in accordance with the procedures set out in the RFP, and the City reserves the right to continue, interrupt, cease or modify its review, evaluation and negotiation processes in respect of any or all proposals at any time without further explanation or notification to any proponents.

5.3 Discussions/Negotiations

The City may, at any time prior to signing a Contract, discuss or negotiate changes to the scope of the RFP, any proposal or any proposed agreement with any one or more of the proponents without having any duty or obligation to advise the Proponent or to allow the Proponent to vary its Proposal as a result of such discussions or negotiations with other proponents or changes to the RFP or such proposals or proposed agreements, and, without limiting the general scope of Section 6 of this Appendix 1, the City will have no liability to the Proponent as a result of such discussions, negotiations or changes.

5.4 Acceptance or Rejection of Proposals

The City has in its sole discretion, the unfettered right to: accept any proposal; reject any proposal; reject all proposals; accept a proposal which is not the lowest-price proposal; accept a proposal that deviates from the requirements of the RFP or the conditions specified in the RFP; reject a proposal even if it is the only proposal received by the City; accept all or any part of a proposal; enter into agreements respecting the subject matter of the RFP with one or more proponents; or enter into one or more agreements respecting the subject matter of the RFP with any other person at any time.

**REQUEST FOR PROPOSALS NO. PS20170774
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PART C - APPENDIX 1**

6 PROTECTION OF CITY AGAINST LAWSUITS

6.1 Release by the Proponent

Except only and to the extent that the City is in breach of Section 8.2 of this Appendix 1, the Proponent now releases the City, its officials, its agents and its employees from all liability for any Losses incurred in connection with the RFP or the Proposal, including any Losses in connection with:

- (a) any alleged (or judicially determined) breach by the City or its officials, agents or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially))
- (b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFP process,
- (c) the Proponent preparing and submitting the Proposal;
- (d) the City accepting or rejecting the Proposal or any other submission; or
- (e) the manner in which the City: reviews, considers, evaluates or negotiates any proposal; addresses or fails to address any proposal or proposals; resolves to enter into a Contract or not enter into a Contract or any similar agreement; or the identity of the proponent(s) or other persons, if any, with whom the City enters any agreement respecting the subject matter of the RFP.

6.2 Indemnity by the Proponent

Except only and to the extent that the City breaches Section 8.2 of this Appendix 1, the Proponent indemnifies and will protect, save and hold harmless the City, its officials, its agents and its employees from and against all Losses, in respect of any claim or threatened claim by the Proponent or any of its proposed subcontractors or agents alleging or pleading:

- (a) any alleged (or judicially determined) breach by the City or its officials or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));
- (b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFP process, or
- (c) liability on any other basis related to the RFP or the proposal process.

6.3 Limitation of City Liability

In the event that, with respect to anything relating to the RFP or this proposal process (except only and to the extent that the City breaches Section 8.2 of this Appendix 1), the City or its officials, agents or employees are found to have breached (including fundamentally breached) any duty or obligation of any kind to the Proponent or its subcontractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Proponent or its subcontractors or agents on any basis or legal principle of any kind, the City's liability is limited to a maximum of \$100, despite any other term or agreement to the contrary.

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PART C - APPENDIX 1**

7 DISPUTE RESOLUTION

Any dispute relating in any manner to the RFP or the proposal process (except to the extent that the City breaches this Section 7 or Section 8.2 of this Appendix 1, and also excepting any disputes arising between the City and the Proponent under a Contract (or a similar contract between the City and a proponent other than the Proponent)) will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia), amended as follows:

- (a) The arbitrator will be selected by the City's Director of Legal Services;
- (b) Section 6 of this Appendix 1 will: (i) bind the City, the Proponent and the arbitrator; and (ii) survive any and all awards made by the arbitrator; and
- (c) The Proponent will bear all costs of the arbitration.

8 PROTECTION AND OWNERSHIP OF INFORMATION

8.1 RFP and Proposal Documents City's Property

- (a) All RFP-related documents provided to the Proponent by the City remain the property of the City and must be returned to the City, or destroyed, upon request by the City.
- (b) The documentation containing the Proposal, once submitted to the City, becomes the property of the City, and the City is under no obligation to return the Proposal to the Proponent.

8.2 Proponent's Submission Confidential

Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia), other applicable legal requirements, and the City's right to publicly disclose information about or from the Proposal, including without limitation names and prices, in the course of publicly reporting to the Vancouver City Council about the RFP, the City will treat the Proposal (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information.

8.3 All City Information Confidential

- (a) The Proponent will not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the City which have been or are in the future provided or communicated to the Proponent at any time (whether before, during or after the RFP process). Furthermore, the Proponent agrees that it has not and must not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.
- (b) The Proponent now irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the City in evaluating its Proposal (and any other submissions) and now agrees that under no circumstances will it make any application to the City or any court for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions) including, without limitation, records relating only to the Proponent.

9 NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING

9.1 Declaration as to no Conflict of Interest in RFP Process

- (a) The Proponent confirms and warrants that there is no officer, director, shareholder, partner, employee or contractor of the Proponent or of any of its proposed

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PART C - APPENDIX 1**

subcontractors, or any other person related to the Proponent'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 who is: (i) an official or employee of the City; or (ii) 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 any appearance of conflict of interest in the evaluation or consideration of the Proposal by the City, and, in each case, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal.

- (b) The Proponent confirms and warrants that there is no person having an interest (as defined above) who is a former official, former employee or former contractor of the City and who has non-public information relevant to the RFP obtained during his or her employment or engagement by the City, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal.

9.2 Declaration as to No Conflict of Interest Respecting Proposed Supply

The Proponent confirms and warrants that neither the Proponent nor any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that entering into an agreement with the City in relation to the subject matter of the RFP would create a conflict of interest or the appearance of a conflict of interest between the Proponent's duties to the City and the Proponent's or its subcontractors' duties to such third party, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal.

9.3 Declaration as to No Collusion

The Proponent confirms and warrants that:

- (a) the Proponent is not competing within the RFP process with any entity with which it is legally or financially associated or affiliated, and
- (b) the Proponent is not cooperating in any manner in relation to the RFP with any other proponent responding to the RFP,

in each case, except as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Proposal.

9.4 Declaration as to Lobbying

The Proponent confirms and warrants that:

- (a) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America; and
- (b) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors has engaged in any form of political or other lobbying whatsoever with respect to the RFP or sought, other than through the submission of the Proposal, to influence the outcome of the RFP process,

in each case as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Proposal.

**REQUEST FOR PROPOSALS NO. PS20170774
MAINTENANCE & REPAIRS OF CITYWIDE ELEVATING DEVICES
PART C - APPENDIX 1**

10 GENERAL

- (a) All of the terms of this Appendix 1 to this Proposal Form which by their nature require performance or fulfillment following the conclusion of the proposal process will survive the conclusion of such process and will remain legally enforceable by and against the Proponent and the City.
- (b) The legal invalidity or unenforceability of any provision of this Appendix 1 will not affect the validity or enforceability of any other provision of this Appendix 1, which will remain in full force and effect.
- (c) The Proponent now assumes and agrees to bear all costs and expenses incurred by the Proponent in preparing its Proposal and participating in the RFP process.

11 INDEPENDENT LEGAL ADVICE

THE PROPONENT ACKNOWLEDGES THAT IT HAS BEEN GIVEN THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE BEFORE SUBMITTING ITS PROPOSAL FORM, INCLUDING THIS APPENDIX 1.

**REQUEST FOR PROPOSALS NO. PS20170774
MAINTENANCE & REPAIRS OF CITYWIDE ELEVATING DEVICES
PART C - APPENDIX 2**

**APPENDIX 2
TECHNICAL PROPOSAL**

Complete this Appendix 2 - Technical Proposal in the form set out below. **Four (4) hard copies of this Technical Proposal shall be included.**

1.0 TECHNICAL PROPOSAL

The Proposal should contain the sections indicated below, titled and be arranged in the order as they are set out in this Appendix 2, which should address the Requirements described in Part B of this RFP. Proponents should provide the level of information to a degree that will allow the Proposal to be evaluated fairly.

Proponent shall provide its response(s) to this Appendix 2; and reference the relevant questions, section numbers and in the same order as below.

1.1 Each Proposal should have an executive summary, such as a description of the Proponent's company, purpose and history of successes, no more than two pages long, describing at a high level how it is capable to provide the Requirements and services.

(a) If the head office of the Proponent is located within the City of Vancouver or if the Proponent is to perform any work at a site located within the City of Vancouver, this section should also indicate whether the Proponent has a valid City of Vancouver business license (or, if available, a Metro West Inter-municipal Business License).

1.2 If the Proposal is submitted by a consortium, in addition to the requirements listed as per Section A, 4.11, the proposal must indicate the relationships, roles and responsibilities of the members as it pertains to the Scope of Work.

1.3 The City is seeking a whole maintenance Agreement and Proponents must state in detail what they consider as full maintenance for the different type/class lifting devices. Where, in the Proponent's view, other work is required for proper preventive maintenance, the Proponent shall include this in their Proposal.

Proponents must demonstrate knowledge and experience involving commercial elevating devices. Each Proponent should make clear in its Proposal its relevant knowledge and experience.

1.4 References

(a) Proponent should provide THREE names and contact information in Appendix 4 - PROPONENT'S REFERENCES, for whom the Proponent has completed or currently have similar work and scale; and

(b) Provide a brief description of the referenced work.

1.5 Key Personnel

(a) Proposal should identify and if necessary, provide professional information for the key personnel that would perform the Proponent's work, outlining their intended roles and responsibility, relating but not limited to the following:

i) make decisions for the bid process, contract implementation, account and contract management, service escalation and issue resolution;

ii) scheduling and monitoring completion of work;

**REQUEST FOR PROPOSALS NO. PS20170774
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PART C - APPENDIX 2**

- iii) performance of maintenance services;
- iv) develop, update and summarize reporting and service reviews.
- (b) Proposal should describe their pool of qualified technicians, including:
 - i) number of elevating mechanics;
 - ii) number of technicians dedicated to maintain City elevating devices
- (c) Shall describe Technician Training Program
 - i) OEM Training
 - ii) Safety Training Program

Preference may be given to Proponents and proposed personnel that demonstrate knowledge and experience involving supply and delivery of service & safety programs. Each Proponent should make clear in its Proposal its relevant knowledge and experience, and that of its proposed personnel

The successful Proponent must provide the City with emergency contact number(s) for the key personnel and acceptable means of emergency Demand Service communication with the appointed City representative who is responsible for the maintenance and repair of elevating devices on behalf of the City ("City's Representative").

1.6 Work Plan (Refer to all requirements throughout Part B as appropriate)

- (a) Proposal should detail the sequential process (i.e., a maintenance program) by which the Proponent proposes to undertake the work, including a timeline as necessary.
- (b) Proponent to detail the process on maintaining the maintenance logs for the different elevating devices at the various sites. Please include a sample of the maintenance log that the Proponent intends to use to provide all the information required.
- (c) As per Part B, Section 3.0(iii), the Proponent is to advise if the reductions by twenty percent (20%) for the time period stated is acceptable. If not, provide; (1) a detailed explanation to why the reduction by 20% is not acceptable; (2) if this is not acceptable, please propose an alternative solution to ensure the call back frequency does not exceed the frequency of once every three (3) months.

1.7 Repair Services (Refer to Part B, Section 2.4.1)

- (a) Proponent should propose the detail process for the planned and demand major repairs. The process should also include the details for scheduling the repairs as such to avoid major inconvenience and not to conflict with other elevating device required activities.

1.8 Demand Service Request (Refer to Part B, Section 2.4.2)

- (a) Proposal shall provide the detail process responding to the Demand Service Request.
- (b) Proposal shall detail how to ensure the equipment reliability with the implementation of the Demand Service reduction program and the detail of such reduction program.
- (c) Proposal should detail, in the event of the following situations, how they will be rectified:
 - a particular problem is not solved and corrected within five (5) business days

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MAINTENANCE & REPAIRS OF CITYWIDE ELEVATING DEVICES
PART C - APPENDIX 2**

1.9 Reporting (Refer to Part B, Section 2.1(b), 2.1(e) & 2.5)

- (a) As per Part B - City Requirements, Section 2.1(b) & 2.5, please describe how the Proponent will meet or exceed the reporting requirements, including the MTBD. Submit a sample of the detailed report(s) that are proposed to meeting the requirements.
- (b) As per Part B - City Requirements, Section 2.1(e), please describe and demonstrate web-based reporting/tracking capabilities that will allow City's Representatives access to real-time updates.

1.10 Disaster Response Support (Refer to Part B, Section 2.6)

- (a) As per Part B - City Requirements, Section 2.6, the Proponent is to explain ability or plan, which will provide this support to the City in the event of a major disaster or emergency condition.

1.11 Proprietary Elevating Devices or Systems

- (a) Proponent will list which OEM Elevating Device, proprietary systems or components they are not trained, licenced or approved to service. Provide detail on how these listed devices will be serviced when licensing or proprietary service, parts and specialized tool issues arise. Detail potential risks to processes, costing and resources used to deliver RFP requirements. Identify any listed City Elevating Device, proprietary component(s) or system(s) that may be at risk to RFP service deliverables.

1.12 Warranty

- (a) Proposal shall describe their warranty offered in detail including but not limited to warranty coverage, warranty term, extended warranty options, procedures for warranty claiming and anything related to warranty.
- (b) Under certain circumstances, at the discretion of the City, the Proponent maybe required to perform repair services for the elevating devices under a third party warranty. Proponents should advise of their eligibility and qualifications to perform the repair work and describe how this would be handled. If there are any applicable charges and rates, please respond in Part C - Technical Proposal and Commercial Proposal.

1.13 Safety/Regulation Compliance (Refer to Part B, Section 3.1)

- (a) Proponents shall describe and provide documented OH&S program that will be used to manage all worker and public health & safety during the term of the Agreement. Description shall include all OHS metrics used to monitor, measure and correct the performance of health & safety programs.

1.14 Environmental Responsibility (Refer to Part B, Section 3.6)

- (a) The City is committed to preserving the environment. Proponents should describe how their organization is meeting the requirements and providing for the environment and ensuring its longevity.

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MAINTENANCE & REPAIRS OF CITYWIDE ELEVATING DEVICES
PART C - APPENDIX 2**

- (b) Proponents describe how hazardous and non-hazardous waste generated during the performance of the Work, are managed to minimize the impact on the environment and maintain applicable Regulatory Environmental legislation, acts or laws.

1.15 Transition and Implementation Plan (Refer to Part B, Section 3.8)

Proponent shall include a detailed process how it envisioned to handle the transition and implementation plan:

- (a) Each Proposal should describe in detail the contract transition and implementation plan for the City of Vancouver, including the implementation stages, schedule and person(s) involved.
- (b) Include a detailed explanation as to how the transition and implementation will be completed. This explanation should include, but not be limited to:
 - i) developing site inspection schedule
 - ii) determination of service requirements
 - iii) coordinating site orientation
 - iv) processing security clearance for restricted facilities;
 - v) training for service requests;
 - vi) identify available services and performance indicators;

1.16 Payment/Invoice Reduction Program (Refer to Part B, Section 3.9)

Proponent must demonstrate and explain their present electronic procurement system and a detailed solution for the ordering process and how such solution would reduce transactional costs for the City, including but not limited to the option of summary billing. The Proponent understands that the electronic procurement system may include receiving electronic purchase/service order(s), work ticket data input into an electronic procurement system, and scanning/attaching supporting documentation if requested by the City. It may also include registering with and working with third party system or network providers

1.17 Value Added Services and Innovations

Proposal shall indicate any value-added services and/or innovative solutions provided to support the City's objectives and describe details as to what the Proponent is prepared to offer as part of the Agreement. Unless otherwise stated, it is understood that there are no extra costs for these services; however, if there are any additional costs pertaining thereto, the summary and explanation of those costs should be indicated in Appendix 3 - Commercial Proposal.

2.0 Description and Proposed Frequency of Work

- i) As per Part B - City Requirements, Section 2.3, Preventative Maintenance Services, the Proponent is to fill out the table below in its entirety and include it with their Proposal. Please note that when the specification indicates that an item or operation should be "checked", this should be interpreted as meaning "check, and if not correct, then replace it or carry out suitable corrective action, or report same to the City and to the successful Proponent's supervisor for further action". The work listed in TABLE 1 - PROPOSED ROUTINE PREVENTATIVE MAINTENANCE TASKS REQUIRED below will form the basis for the checklists as part of the preventative maintenance program. Any deficiencies found during the regular checks will require the necessary corrective action(s) to ensure it is back within compliance.

**REQUEST FOR PROPOSALS NO. PS20170774
 MAINTENANCE & REPAIRS OF CITYWIDE ELEVATING DEVICES
 PART C - APPENDIX 2**

TABLE 1: PROPOSED FREQUENCY FOR THE MINIMUM ROUTINE PREVENTATIVE MAINTENANCE TASKS REQUIRED

No.	Description	Frequency (i.e. Monthly, quarterly, annually, etc.)
1	Check the ride of each elevating device; check floor levelling, check call register lights, position indicator lights, lanterns, and gongs.	
2	Check the door operation and door timing; check the door re-opening device(s).	
3	Visually check all machine room equipment. Check all rotating equipment, replace brushes when worn more than seventy percent (70%). Check the group dispatching.	
4	Check the top of car, hoist-way and pit equipment. Clean the car and hall door tracks and rollers, car top equipment and pit area.	
5	Check the elevating device performance times.	
6	Check the Landing and Car Doors including, locks, interlocks, contacts, door re-opening devices, vision panels, and hoist-way access switches.	
7	Test operation of safety circuit.	
8	Check emergency signalling devices including alarm bell, telephones, and intercoms.	
9	Check brake lining and adjustment.	
10	Check sleeve bearing oil levels.	
11	Check geared machine oil level and record.	
12	Check and record hydraulic oil level against benchmark oil level. Check V-belt condition and tension. Check for leaks in around valves and pumps. Check gland packings. Check oil collection buckets. Check piston for rust or wear.	
13	Check oil return line and clean. Check oil collection bucket, empty as necessary.	
14	Clean machine room floor.	
15	Check the governor and operate by hand. Check jaws and switches.	
16	Check the Landing and Car Doors including eccentrics and retainers, door gibs, pickup rollers, clutches, retiring cams and related assemblies.	
17	Check and test the emergency cab lighting unit.	

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18	Check controller contacts, clean, replace burnt or worn contacts. Check all relays.	
19	Check resistors.	
20	Check car and counterweight guide shoes or rollers.	
21	Clean, lubricate and adjust car door/gate operators. Check shaft bearings, cams and contacts.	
22	Clean the hoist-way, lubricate all sheaves and bearings. Lubricate the hoist ropes. See Note 1 below	
23	Clean the controller and rotating electrical equipment.	
24	Inspect the governor ropes.	
25	Check the Landing and Car Doors including hangers, interconnecting means and closers.	
26	Check limit switches.	
27	Check travelling cables.	
28	Test hydraulic motor protection, low oil timer and thermal overload.	
29	Test Emergency Recall Operation, Emergency Power Operation and other special operating features.	
30	Assist the City's Representative or their designated representative in an inspection of all units.	
31	Equalize the tension in the hoist ropes.	
32	Examine and clean the safety mechanism.	
33	Test the car and counterweight safety devices by hand.	
34	Test the overspeed governor. Record the tripping speed.	
35	Inspect wire ropes for loss of diameter, broken strands, rust. Record diameter and report findings.	
36	Check the Landing and Car Doors including the closing force, opening, door panels and sight guards. Record closing force.	
37	Dismantle, clean, lubricate and adjust the brake. Test with empty car up and record spring pressure. See Note 2 below.	
38	Test hydraulic relief valve setting and record.	
39	Perform hydraulic static leak down test. Record results. See Note 3 below.	
40	Refasten babbitted hoist ropes on overhead drum machines.	
41	Check setting of overloads and record.	
42	Check fuses. Clean fuses and holders.	
43	Check and record controller voltages.	
44	Check and tighten electrical connections.	

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45	Check car operating panels, Check contacts and switches and tighten electrical connections.	
46	Check compensating ropes, chains, hitches, sheaves and switches.	
47	Check and clean sheaves.	
48	Check machine worms and gears, gland packings, oil level.	
49	Blow out, vacuum and clean motors, generators, armatures and fields.	
50	Clean, drain, flush and re-fill sleeve bearings.	
51	Check main disconnect switch.	
52	Check the operation and performance with full rated load. Check overload devices.	
53	Flush and re-fill gear case on all geared machines.	
54	Clean water hydraulic plungers.	
55	Refasten babbitted drum machine ropes for side or basement mounted machines.	
56	Test oil buffers including oil level and plunger return.	
57	Perform a governor pull through test. Record the pull through force.	
<p>Note 1: Auxiliary Braking Devices: All elevators under this maintenance Agreement equipped with Northern Sheave Jammers (as described in BCSA Safety Order SO-L1 090601 4) shall be cleaned, inspected and tested in accordance with BCSA Safety Order NO: SO-L1 090601 4. The service work and the submission of the necessary submittals are included as part of this maintenance Agreement.</p>		
<p>Note 2: Annual Brake Tests: The brakes shall be services in accordance with BCSA Technical Bulletin NO: SO-L1 090507 3. The service work and affidavits shall be included in this maintenance Agreement. The affidavits shall be copied and submitted to the City's Representative.</p>		
<p>Note 3: Perform hydraulic static leak down test as instructed in 4.9 of the B44.2. Record the results in the log book at each location, submit the required paperwork to the BCSA and provide a copy to the City's Representative.</p>		
<p>NOTE: If there is any additional work to be provided, please list them in the space below with the associated maintenance frequency:</p>		

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ii) **Services Excluded from the Scope**

Please provide a proposed list of services (including repairs), as referenced in Part B - City Requirements, Table 2- MINIMUM ROUTINE PREVENTATIVE MAINTENANCE TASKS REQUIRED, that will not be covered under the scope. The proposed costs associated with such services must be included as part of the submission for Part C - Commercial Proposal.

Description of Services Excluded from the Scope

3.0 PERFORMANCE REQUIREMENTS

As referenced in Part B, Section 2.2 - GENERAL ELEVATING DEVICE PERFORMANCE SPECIFICATIONS, the Proponent is to review the table below in its entirety and include it with their Proposal submission with the appropriate initials to confirm the understanding of the work to be provided.

TABLE 2: GENERAL ELEVATING DEVICE PERFORMANCE SPECIFICATIONS

No.	Description	Initial if it is understood the Work to be Provided
1.	<p>Levelling Accuracy: Maintain all equipment within proper levelling accuracy according to the equipment type and capabilities in both directions of travel and under all load conditions. The following shall be applicable for the various equipment types:</p> <ul style="list-style-type: none"> • Single Speed AC: +/- 1.0" • Two Speed AC, Hydraulic +/- 0.5" • Open Loop DCVV +/- 0.375 • Closed Loop AC or DC: +/- 0.25 	
2.	<p>Speed Variation: Maintain all equipment within close tolerance of the rated speed according to the equipment type and capabilities in both directions of travel and under all load conditions. The following shall be applicable for the various equipment types:</p> <ul style="list-style-type: none"> • Hydraulic +/- 10% • Traction Open Loop +/- 5% • Traction Closed Loop +/- 2% 	

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3.	<p>Performance Times:</p> <p>Maintain all equipment in good adjustment to provide prompt but comfortable service. The one floor run time of brake to brake time between adjacent floors (based on a twelve [12] foot floor height) shall be maintained according to the equipment type and capabilities in both directions of travel and under all load conditions. The following brake to brake times shall be applicable for the various equipment types:</p> <ul style="list-style-type: none"> • Hydraulic 8.0 - 10.0 seconds • Traction Open Loop 6.0 - 7.0 seconds • Traction Closed Loop 4.5 - 6.0 seconds 															
4.	<p>Door Timing - Open, Close, Dwell:</p> <p>3. Arrange door opening and closing times for various door types and sizes, generally according to the following times, except where the age or design of the equipment may make this impractical:</p> <table style="margin-left: 40px; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Type</u></th> <th style="text-align: center;"><u>¾ Open</u></th> <th style="text-align: center;"><u>Closed</u></th> </tr> </thead> <tbody> <tr> <td>CO doors up to 3'-6" wide:</td> <td style="text-align: center;">1.7</td> <td style="text-align: center;">2.7</td> </tr> <tr> <td>CO doors up to 4'-0" wide:</td> <td style="text-align: center;">1.9</td> <td style="text-align: center;">3</td> </tr> <tr> <td>SS doors up to 3'-6" wide:</td> <td style="text-align: center;">2.5</td> <td style="text-align: center;">4</td> </tr> <tr> <td>2-speed doors up to 4'-0" wide:</td> <td style="text-align: center;">3.5</td> <td style="text-align: center;">5</td> </tr> </tbody> </table> <p>4. Door open delay time or dwell time is measured from the time the door is fully open until it starts to close, and should be in accordance with the following standards, recognizing that this will vary somewhat depending on the equipment and on the number of timing circuits:</p> <ol style="list-style-type: none"> a. One timer <ul style="list-style-type: none"> • 3.5 sec. b. Two timers <ul style="list-style-type: none"> • 3.5 sec. (Initial timing) • 2.5 sec. (Short time) c. Separate timers for hall and car calls: <ul style="list-style-type: none"> • HDT 5.0 sec. (Hall Call Stop) • CDT 2.0 sec. (Car Call Stop) • SDT 1.0 sec. (Short Door Time) 	<u>Type</u>	<u>¾ Open</u>	<u>Closed</u>	CO doors up to 3'-6" wide:	1.7	2.7	CO doors up to 4'-0" wide:	1.9	3	SS doors up to 3'-6" wide:	2.5	4	2-speed doors up to 4'-0" wide:	3.5	5
<u>Type</u>	<u>¾ Open</u>	<u>Closed</u>														
CO doors up to 3'-6" wide:	1.7	2.7														
CO doors up to 4'-0" wide:	1.9	3														
SS doors up to 3'-6" wide:	2.5	4														
2-speed doors up to 4'-0" wide:	3.5	5														
5.	<p>Electrical Schematics:</p> <p>The successful Proponent shall provide a complete set of electrical circuit schematics where not already in place and shall maintain the new or existing prints in good condition.</p> <p>The successful Proponent shall maintain the prints in good condition. The prints shall be protected in clear plastic sleeves or laminated.</p> <p>Any changes, additions, alterations or deletions made by the successful Proponent shall be recorded up to date on these drawings.</p> <p>Manuals shall be maintained in good condition and be kept up to date.</p> <p>The City's Representative reserves the right to back charge the successful Proponent for any wiring diagrams removed from the premises or damaged</p>															

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	<p>during the term of the Agreement, unless notified within sixty (60) days of the award of the Agreement of any deficiencies.</p>	
<p>6.</p>	<p>Hydraulic Elevating device Testing and Oil Level Monitoring:</p> <p>For hydraulic elevating devices the successful Proponent shall incorporate a hydraulic oil loss monitoring program and shall report any unaccounted oil loss to the City immediately.</p> <p>The following tests and monitoring shall be performed for all hydraulic elevating devices to test for and detect leaks in the system and particularly those in unexposed or buried components; The tests shall be performed at intervals as indicate herein.</p> <p>Forms shall be provided by the successful Proponent and kept in the machine room for recording the reservoir oil level and a benchmark oil level shall be established with means to measure the reservoir oil level.</p> <p>On each regular maintenance visit the oil level shall be recorded in comparison to the benchmark and recorded on the recording form.</p> <p>Any accounted oil loss due to exposed leaks or seepage at the cylinder head(s) shall be returned to the system or measured and recorded on the recording form. Any oil additions shall also be recorded on the form.</p> <p>Any unaccounted oil loss shall be immediately investigated and reported to the Participating Facilities.</p> <p>The following tests shall be performed periodically as indicated in the minimum specified duties;</p> <ul style="list-style-type: none"> • The hydraulic relief valve pressure setting shall be checked by operating the hydraulic system with the piping gate valve closed until the relief valve opens and the maximum operating pressure is reached. The relief valve pressure setting shall be recorded and adjusted if necessary to meet the manufacturers' recommendation and original equipment design requirements. • The hydraulic cylinder(s) shall be subjected to a pressure test by operating the elevating device upwards onto the piston stop ring until the relief valve pressure setting has been reached. • Immediately following the cylinder pressure test the elevating device shall be subjected to a no-load leakdown test as follows: The elevating device shall be parked at the top landing served, level with the landing. The gate valve in the machine room and in the pit, if provided, shall be closed. Power shall be removed from the control and drive system. The reservoir oil level shall be recorded and the elevating device shall remain parked in this position for a period of at least four (4) hours or overnight. Prior to returning the elevating device back to operation the reservoir oil level should be checked and any variations recorded. The distance the elevating device cab has settled beneath the top floor level shall also be recorded. • The elevating device should then be returned to normal operation unless significant settling has occurred which should be investigated further. 	
<p>DEVIATIONS - If there are any deviations of the items from above, please list them in the space below:</p>		

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4.0 RESPONSE TIME

As per Part B - City Requirements, Section 2.4.2 (ix), the Proponent is to state the maximum response times from the time of notification to the time of arrival on-site in the following table:

TABLE 3: RESPONSE TIMES

Demand Service Repairs	Response times during Regular Business Hours (minutes)	Response times during non-Business Hours (minutes)
Non-Emergency		
Emergency		
Other, if applicable: _____		

5.0 COST CONTAINMENT

Without comprising the safe operation of the elevating devices, the following strategies will be implemented to minimize the costs to the City:

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PART C - APPENDIX 3**

**APPENDIX 3
COMMERCIAL PROPOSAL**

Complete this Appendix 3 - Commercial Proposal in the form set out below.

Please ensure that only **ONE (1) HARD** and **ONE (1) SOFT** copy of the Appendix 3 - Commercial Proposal is provided in a separate sealed envelope.

1.0 COMMERCIAL PROPOSAL

Each Proposal should contain a section titled "Commercial Proposal," which should contain full details of the Proponent's proposed pricing and payment terms, which should be in accordance with Part A, Section 7 of the RFP (as well as any other sections of the RFP imposing requirements as to pricing).

1.1 Proponents should submit as part of their Proposal package, their complete response to the Commercial Proposal as a separately, bounded document and as a separate electronic file clearly marked as "Commercial Proposal" in the submission of the electronic media.

1.2 **Prices or rates information shall not be shown in any other part of the Proposal other than in the Commercial Proposal.**

2.0 PRICING

2.1 Pricing Information

- i) Pricing is to be quoted exclusive of GST, except where expressly requested; and in Canadian Dollars.
- ii) If a Proponent is unable to quote on any product/service, they are to complete the field as "N/Q" (not quoting).
- iii) Prices shall be fixed for the term of the agreement. If the price is not fixed for the term of the agreement, Proponent shall describe a framework to determine the pricing term and the mechanism for price escalation (i.e., Percentage of increase per year with the justification source).
- iv) No additional charges shall be invoiced other than the fee determined for the full maintenance program. All pricing in the Price Table is to include all proponents' overhead cost including, but not limited to the cost of travel, tolls, fuel and freight.
- v) Extra charges for work outside the scope of the agreement shall be submitted by the successful Proponent to the appointed City representative for Agreement administration ("Contract Administrator") for approval prior to commencement of any such work.

2.2 Pricing Table

- i) Elevators covered by this RFP are detailed in a separate Excel spreadsheet titled "TABLE 1 - PRICING TABLE FOR ELEVATORS MANAGED BY THE CITY".
NOTE: The information provided in the spreadsheet is to the best of the City's knowledge and as such are estimated and are for informational purposes only.
- ii) Proponents shall detail the total labour hours per visit, the prices for the monthly, quarterly, semi-annual and annual visit for each elevating device on the Excel spreadsheet.

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- iii) A separate Excel Spreadsheet file containing all of the Price Table(s) shall be included in the electronic submission of the Commercial Proposal.

2.3 Demand Service Rates

The labor rate per tradesperson (for preventative maintenance, corrective repair or Demand Services) are to be entered in the Table 2 - DEMAND SERVICE RATES below:

TABLE 2 - DEMAND SERVICE RATES

Description	Labour Rate / Hour			
	Elevator Mechanic	Electrician	Apprentice	Assistant
Normal Hours of Maintenance Work during each business day	\$	\$	\$	\$
Overtime - Rate 1	\$	\$	\$	\$
Outside Normal Hours of Work				
Overtime - Rate 2	\$	\$	\$	\$
Statuary Holidays/Holidays				

2.4 Separate Pricing

Description	Price	Price Breakdown
Coordination & access for Inspections Services (by others) of Life Safety Systems devices or Sumps Pumps	\$	\$
Replacement of light indicators located within elevating device operator panel.	\$	\$

2.5 Services Excluded from the Agreement

- i) As per Part C, Appendix 2, Section 2.0 (ii), where applicable, please provide the price associated with the proposed list of services (including repairs) that will not be covered under the scope.

Description of Services Excluded	Price (\$)

2.6 Changes in Elevating Devices

- i) As per Part B, Section 3.7, if applicable, the Proponent is to describe how and why the pricing will vary, if and when the City remove existing or bring on additional elevating devices.

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MAINTENANCE & REPAIRS OF CITYWIDE ELEVATING DEVICES
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3.0 WARRANTY WORK

As per Part C, Appendix 2, 1.12(b), if applicable, please advise of any applicable charges and rates associated with performing warranty work that are covered under a third party warranty.

4.0 ADDITIONAL COSTS:

Except as noted below, there shall be no additional costs:

5.0 PAYMENT TERMS

The City's standard payment terms are Net 30 days after receipt of approved invoice. However, discounts, such as early payment discounts, are more favourable terms which may be offered by the Proponent and will be taken into consideration in the financial evaluation. Proponent is to indicate if other than Net 30 days.

Describe if Electronic Funds Transfer (EFT) is available.

6.0 VALUE-ADDED SERVICES AND INNOVATIONS

As per Part C, Appendix 2, Section 1.17, please indicate any value-added services and/or innovative solutions as to what the Proponent prepared to offer as part of the Agreement. If there are additional costs for these services and/or innovations, please provide a summary and explanation of the costs.

By checking this box, the Proponent hereby confirms that the above Commercial Proposal is based on the payment of wages to employees of the Proponent and Subcontractors that comply with the City's Living Wage Policy as described in Section 10.0 of Part A and in the Form of Agreement attached hereto as Part D. For Commercial Proposals submitted electronically, please color in the box.

**REQUEST FOR PROPOSALS NO. PS20170774
MAINTENANCE & REPAIRS OF CITYWIDE ELEVATING DEVICES
PART C - APPENDIX 4**

**APPENDIX 4
PROPONENT'S REFERENCES**

Complete this Appendix 4 - Proponents References in the form set out below.

Client Name # 1	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Type of Goods and/or Services provided to this Client	

Client Name # 2	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Type of Goods and/or Services provided to this Client	

Client Name # 3	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Type of Goods and/or Services provided to this Client	

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PART C - APPENDIX 5**

**APPENDIX 5
CERTIFICATE OF INSURANCE**

Appendix 5 is to be duly completed and signed by the Proponent's insurance agent or broker as evidence of its existing insurance, along with a letter from its insurance broker or agent indicating whether or not (and, if not, then to what extent) it will be able to comply with the insurance requirements set out in the Form of Agreement, should the Proponent be selected as a successful Proponent. (Any successful Proponent will also be required to provide proof of the satisfaction of all insurance requirements prior to or concurrently with the City entering into any Agreement.)

SEE ATTACHED

**REQUEST FOR PROPOSALS NO. PS20170774
 MAINTENANCE & REPAIRS OF CITYWIDE ELEVATING DEVICES
 PART C - APPENDIX 6**

**APPENDIX 6
 DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE**

Complete this Appendix 6 - Declaration of Supplier Code of Conduct Compliance in the form set out below.

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 authorized signatory of each proposed vendor must complete the following declaration and include this declaration with its submission:

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

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

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

Signature: _____

Name and Title: _____

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MAINTENANCE & REPAIRS OF CITYWIDE ELEVATING DEVICES
PART C - APPENDIX 7**

**APPENDIX 7
CORPORATE SUSTAINABILITY LEADERSHIP QUESTIONNAIRE**

Complete this Appendix 7 - Corporate Sustainability Leadership Questionnaire in the form set out below.

As part of the City's Corporate Procurement Policy and related Supplier Code of Conduct described in Section 9.1 of Part A, all City vendors must meet minimum requirements related to ethical, social and environmental standards.

Beyond these basic requirements, the City would like to recognize vendors that are demonstrating leadership and innovation in sustainability. In order to be able to do so, the City requires that Proponents answer the following questions. The answers provided will be evaluated as part of the Proposal evaluation described in Section 8.0 of Part A.

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

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

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

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

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

Questionnaire Structure

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

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PART C - APPENDIX 7**

SECTION 1: ENVIRONMENTAL IMPACT

This section of the leadership questionnaire addresses the following:

- *Environmental or Sustainability Policy or Statement*
- *reducing greenhouse gas (GHG) emissions*
- *reducing waste*
- *sustainable purchasing*

1. Do you have a documented Environmental or Sustainability Policy or Statement?

- Yes No

If no, go to question 2.

If yes, please address the following:

- a. Attach a copy of the policy or statement to your Proposal.
- b. If the policy is publicly available, please provide a link to the document:

2. Does your company measure its greenhouse gas (GHG) emissions?

- Yes No

If yes, state total annual GHG emissions (tCO₂e): _____

3. Has your company adopted GHG reduction targets or goals?

- Yes No

If yes, state target(s) and year by which they will be achieved (e.g., 33% reduction by 2020):

4. Do you report your GHG emissions to a third party? (e.g., Carbon Disclosure Project, Global Reporting Initiative, Climate Registry, Climate Smart, Ecobase, Offsetters, etc.)

- Yes No

If Yes, state the name of the 3rd party: _____

5. Does your company own buildings in Metro Vancouver?

- Yes No

If No, skip to question 7.

If Yes, describe efforts in the past three (3) years to improve the energy efficiency of owned buildings in Metro Vancouver with respect to each of the elements listed below. **Please limit answer to 400 words or less.**

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

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6. Has your company (or has any of your buildings) been recognized for building energy management excellence by a recognized third party such as BC Hydro Power Smart, BOMA BEST, LEED, Portfolio Manager Energy Star, etc.)?

- Yes No

If Yes, state the name(s) of the 3rd party(ies) and type of recognition:

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

- Yes No

If No, skip to question 9. If Yes, please address the following questions:

a) what size is your fleet (including heavy off-road equipment)?

b) Describe actions in the past three (3) years to reduce the GHG emissions of vehicles and heavy equipment operated in Metro Vancouver. (Actions could include: purchase of low emissions vehicles, use of alternative fuels, deployment of telematics software; driver training programs, etc.). **Please limit answer to 250 words or less.**

8. Does your company encourage employees to take more environmentally friendly transportation to get to work?

- Yes No

If yes, describe incentives in place to encourage employees to take more environmentally friendly transportation to get to work (e.g., car sharing, secure bike parking and on-site change facilities, public transit incentives). **Please limit answer to 250 words or less.**

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PART C - APPENDIX 7**

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

10. Does your company measure the total amount of solid waste generated by your operations annually?

- Yes No

If yes, state annual solid waste figures (kg or tonnes): _____

11. Does your company have waste reduction and/or diversion targets or goals?

If yes, state targets and by what year they are to be achieved?

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

- Yes No

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

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

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

14. Does your company have a Sustainable or Ethical Purchasing Policy or a Code of Conduct for Suppliers that outlines minimum ethical labour standards that must be followed by suppliers?

- Yes No

In no, skip to question 16.

If yes, please address the following:

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MAINTENANCE & REPAIRS OF CITYWIDE ELEVATING DEVICES
PART C - APPENDIX 7**

- a. Attach a copy of the policy and/or code to the Proposal
- b. If the policy or code of conduct is publicly available, please provide a link to document:

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

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

SECTION 2: SOCIAL IMPACT

This section of the leadership questionnaire addresses the following elements:

- *living wage employer*
- *workplace development programs*
- *supporting social enterprises*
- *sustainable business*

1. Is your company already a certified Living Wage employer, or working towards becoming one? See definition of *Living wage employer* in Section 3 below.

- Yes No

If yes, please state either:

- a) date of certification; OR
- b) date by which you expect to become certified

2. Does your company provide employment and/or training opportunities for *person(s) with barriers to employment* (e.g., people with addictions, disabilities, mental health issues; people who are

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newcomers or refugees, etc.) that go beyond the hiring practices required by law? See definition of *person with barriers to employment* in Section 3 below.

- Yes No

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

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

- Yes No

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

4. Is your company structure either of the following:

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

- Yes No

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

- b. Community Contribution Company (C3) (as defined in Section 3 below)

- Yes No

5. Has your company's sustainability performance been reviewed or certified by a third party? (e.g., B Lab, ISO14001, SA8000, Social Fingerprint, etc.)

- Yes No

If yes, state the name of the third party and date of certification or date of last review:

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6. Describe any additional social sustainability initiatives that demonstrate your company's commitment to the health and well-being of local communities. **Please limit answers to 250 words or less.**
-
-
-

SECTION 3: DEFINITIONS

Living Wage Employer:

Living wage employers adhere to the following criteria:

- All employees - full-time, part-time and casual - are paid the current living wage rate for their region. See www.livingwageforfamilies.ca for current Metro Vancouver and Fraser Valley living wage rates.
- The living wage rate calculation for an employer takes into account its employees' *total* compensation package (wage + benefits). If employees receive non-mandatory benefits, the living wage rate is reduced to take this into account. External contract staff (not direct employees) who provide services to their employer on a regular and ongoing basis must also be paid a living wage.
- Employees who receive incentive-based pay (tips) or commissions can be paid less than a living wage, provided their total earnings - including incentive-based pay and/or commissions - equal or exceed the living wage.

Social Enterprise:

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

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

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

Person with Barriers to Employment:

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

Community Contribution Company (C3):

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

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

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

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

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PART C - APPENDIX 8**

**APPENDIX 8
SUSTAINABILITY REQUIREMENTS QUESTIONNAIRE**

Complete this Appendix 8 -Sustainability Requirements in the form set out below.

Proponents may address the items below in a separately attached form in the same sequential order.

The City seeks a Proponent that can deliver the proposed service(s) in an environmentally and socially responsible manner. This includes the following desirable requirements:

- a. uses the most more energy efficient equipment and vehicles possible or provides a viable low carbon alternative to the use of equipment or vehicles that consume energy;
- b. minimizes waste disposed to landfill or incinerator;
- c. uses environmentally preferable products in delivering the service;
- d. uses social enterprises and/or employs people with barriers to employment in delivering part, or all, of the service.

The Proponent is to address the requirements below for the service(s) that will be provided:

1. Fleet GHG Reductions
2. Energy Efficiency - Services
3. Environmentally Preferable Products - Services
4. Social Impact

1.0 Fleet GHG Reductions

The City of Vancouver is committed to reducing corporate and community greenhouse gas emissions. The City prefers that proponents deliver City goods and services using energy efficient and clean burning vehicles and equipment. The proponent is required to include the following information in the proposal:

1.1 Describe the number and type of vehicles and/or equipment to be used to deliver the service (e.g., flatbed truck, delivery truck, pumper truck).

1.2 Provide the following information on the company's fleet management practices:

- a. How many fleet vehicles does your company own/operate?
- b. What percentage of the fleet is comprised of low emissions vehicles (hybrid, electric and/or low carbon fuel)?
- c. Is your fleet green fleet certified by a third party (e.g., Fraser Basin Council's E3 fleet, Coalition for Green Fleet Management's CleanFLEET program, Smart Fleet, etc.)?
 - If yes, name the certification body and state the level of certification, including the highest level of certification achievable.
- d. Has your company implemented any of the following GHG reduction strategies:

- | | | | |
|------|--------------------------------|-----|----|
| (i) | Anti-idling policy | Yes | No |
| (ii) | Fuel efficient driver training | Yes | No |

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(iii)	Vehicle/equipment right-sizing	Yes	No
(iv)	GPS or Telematics software to aid in trip planning	Yes	No

1.3 How do you propose to reduce the GHG emissions required to deliver the goods and/or services year-over-year for the life of the contract? Describe specific actions, initiatives and time lines.

1.4 GHG reporting

a. Does your company track fuel use on a fleet basis? Yes No

b. If yes, please provide a summary of the annual fuel use for the past three years: _____

c. Does your company track fuel use on a per vehicle or unit basis? Yes No

d. Are you able to track fuel use for COV-related activities? Yes No

2.0 Energy Efficiency - Services

The City prefers that Proponents use the most energy efficient equipment possible to deliver the service and/or use a viable low carbon alternative.

1. Describe the type of equipment to be used and the fuel type (e.g., electricity, diesel, battery, etc.)
2. For each type of equipment to be used, provide information to demonstrate that the equipment is the most energy efficient possible (e.g., ENERGY STAR qualified; 100 per cent solar powered). See definition below.
3. Are you able to propose a low carbon alternative to the use of equipment that uses fuel or electricity?

Yes No

If yes, describe the alternative in detail and how it reduces energy consumption:

4. Definitions

Energy Efficient

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

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

3.0 Environmentally Preferable Products - Services

The City prefers that Proponents use environmentally preferable products or materials to deliver the service(s) that have the following types of attributes:

1. highest post-consumer waste recycled content possible

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2. 3rd party eco-certification
3. do not contain substances of concern or create substances of concern during their manufacture, use or disposal.

Please address the following in the Proposal:

1. Describe any products or materials that contain post-consumer recycled content (PCW) to be used to deliver the service. Indicate the percent of PCW content in these products or materials. See section 4 for definitions.
2. Describe any products or materials to be used that carry a 3rd party eco-certification. List the certification(s).
3. Indicate whether any of the products or materials to be used contains substances of concern, and/or creates substances of concern during its manufacture, use or disposal.
4. Highlight any additional environmentally preferable attributes of products or materials.
5. Definitions

Post-consumer waste recycled content (PCW) is the amount of material in a product that has completed its intended use as a consumer item (such as a sheet of copy paper or a plastic bottle), has been diverted from the waste stream by having been collected in a residential or commercial recycling program, and has been incorporated into a new product. Ideally, PCW is verified by a third-party organization. Pre-consumer and/or post-industrial material content should not be included in the post-consumer percentage.

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

Substances of concern:

The following are substances of concern to the City due to their adverse effects on the environment including human, plant and animal health. Products and/or materials used to provide the service should:

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

4.0 Social Impact

The City's Healthy City Strategy focuses on developing a healthy city for all including the creation of meaningful and supported employment for person(s) with barriers to employment. As such, the City strongly encourages proposals that incorporate the use of a Social Enterprise and/or provide employment or training opportunities to one or more person(s) with barriers to employment.

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As part of its proposal, the Proponent should include a work plan addressing how the Proponent proposes to include the use of a Social Enterprise and/or Person(s) with Barriers to Employment in the delivery of the product or service. The work plan should:

- a. define the scope and type of work to be delivered by the Social Enterprise and/or Person(s) with Barriers to Employment;
- b. describe the training and supervision to be provided to the Social Enterprise and/or Person(s) with Barriers to Employment;
- c. state the proposed total person hours per month to be allocated to the Social Enterprise and/or Person(s) with Barriers to Employment; and
- d. state the total person hours per month required to deliver the entire contract.
- e. describe ability to track and report on the total person hours per month required to deliver the service and the total person hours per month delivered by the Social Enterprise or Person(s) with Barriers to Employment.
- f. If the Social Impact Work Plan involves a Social Enterprise, in addition to 1(a)-(e) above, then describe the Social Enterprise, including:
 - (i) the products and services the Social Enterprise offers;
 - (ii) the name of the non-profit organization or community services co-operative that owns or operates the Social Enterprise;
 - (iii) a brief description of the social, environmental or cultural mandate of the non-profit organization or community services co-operative; and
 - (iv) the barriers to employment currently being addressed by the Social Enterprise.
- g. If the Social Impact Work Plan involves employing or training Person(s) with Barriers to Employment, in addition to Section 1(a) - (e) above, then describe the following:
 - (i) the name of the employment or training program the Proponent and/or the employee or trainee is participating in (e.g., ACCESS/Bladerunners); and
 - (ii) the barriers to employment being addressed by the employment or training program.

Definition of Social Enterprise

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

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

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

Definition of Person with Barriers to Employment

A ‘person with barriers to employment’ is someone who faces one or more circumstances that can lead to underemployment or unemployment. There are a wide range of circumstances that can create

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barriers to employment including but not limited to: addictions, disabilities, mental health issues, and being a newcomer or refugee. For the purposes hereof, to qualify as a person with barriers to employment, the employee or trainee must be participating in a recognized, pre-approved employment program for person(s) with barriers to employment run by a non-profit organization or educational institution or government agency.

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PART C - APPENDIX 9**

**APPENDIX 9
PERSONAL INFORMATION CONSENT FORM(S)**

Complete one copy of this Appendix 9 - Personal Information Consent Form(s), in the form set out below, for each key personnel for whom a CV or other information regarding employment history and qualifications has been included in the Proposal.

PERSONAL INFORMATION CONSENT FORM

RFP

Reference # PS20170774

Title: MAINTENANCE & REPAIRS OF CITYWIDE ELEVATING DEVICES

With the provision of my signature at the foot of this statement I, _____
_____ (Print Name)

consent to the indirect collection from _____
_____ (Print Name of Proponent)

of my personal information in the form of a work history, resume or summary of qualifications.

In consenting to this indirect collection, I understand that my personal information, so collected, will be used by the City for the sole purpose of evaluating the submitted response to the above-noted procurement process. I understand further that my personal information, once collected by the City, will be handled by the City in accordance with the provisions of the (BC) *Freedom of Information and Protection of Privacy Act*.

_____) _____
Signature) Date

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 PART C - APPENDIX 10**

**APPENDIX 10
 SUBCONTRACTORS**

Complete this Appendix 10 - Subcontractors in the form set out below by listing all of the subcontractors that the Proponent proposes to use in carrying out its work under an Agreement, or state that the Proponent does not propose to use any subcontractors.

If selected to enter into an Agreement with the City, the Proponent may be limited to using subcontractors listed in its Proposal. If the City objects to a subcontractor listed in a Proposal, the City may permit a Proponent to propose a substitute Subcontractor acceptable to the City.

Subcontracted Scope		
Subcontractor		
Contact (name, title, email, telephone no.)		
Approximate Percent of the Work to be Subcontracted		
The Subcontractor's Relevant Experience (identify at least three similar projects within the last five years, including the client)	1. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	
	2. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	
	3. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	

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PART C - APPENDIX 11**

**APPENDIX 11
PROPOSED AMENDMENTS TO FORM OF AGREEMENT**

Complete this Appendix 11 - Proposed Amendments to Form of Agreement in the form set out below by detailing any proposed amendments to the Form of Agreement. If no amendments to the Form of Agreement are proposed, state "none". It is at the City's sole discretion whether or not these proposed amendments will be considered for the Form of Agreement.

Section / General Condition	Proposed Amendment	Rationale and Benefit

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MAINTENANCE & REPAIRS OF CITYWIDE ELEVATING DEVICES
PART C - APPENDIX 12**

**APPENDIX 12
FINANCIAL STATEMENTS**

Attached as Appendix 12 to this Form of Proposal the Proponent's financial statements, prepared by an accountant and covering at least the prior two years.

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PART C - APPENDIX 13**

**APPENDIX 13
PROOF OF WORKSAFEBC REGISTRATION**

Attached as Appendix 13 to this Form of Proposal proof of valid WorkSafeBC registration.

SEE ATTACHED

**REQUEST FOR PROPOSALS NO. PS20170774
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PART C - APPENDIX 14**

**APPENDIX 14
CONFLICTS; COLLUSION; LOBBYING**

Complete this Appendix 14 - Conflicts; Collusion; Lobbying in the form set out below by setting out any exceptions to the declarations in Section 9 of the Legal Terms and Conditions attached as Appendix 1 to this Form of Proposal or indicate that there are no exceptions, as applicable.

Exceptions to Declaration as to no Conflict of Interest in RFP Process (Section 9.1 of Legal Terms and Conditions)	
Exceptions to Declaration as to No Conflict of Interest Respecting Proposed Supply (Section 9.2 of Legal Terms and Conditions)	
Exceptions to Declaration as to No Collusion (Section 9.3 of Legal Terms and Conditions)	

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APPENDIX 15
OWNERS' ANTICIPATED WORKPLACE HAZARDS

SEE ATTACHED

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PART C- FORM OF PROPOSAL

APPENDIX 15 - OWNERS' ANTICIPATED WORKPLACE HAZARDS (OAWH)

CONTRACT TYPE: Repair and Maintenance & Repairs of Citywide Elevating Devices

REFERENCE #: PS20170774

OHS LIAISON (City employee): Dave King - Organizational Safety - 604.871.6078

PROJECT MANAGER: Steve Dosanjh - 604-340-4514

Purpose

This document, the Owners Anticipated Workplace Hazards (OAWH), shall be completed by Organizational Safety in conjunction with the project manager(s), and shall list all the potential suspected worksite hazards and the potential suspected work process hazards associated with the work to be completed by this group of prequalified contractors. The completed OAWH document shall be provided to all short-listed prequalified contractors, along with a blank copy of the the Contractors PreWork Anticipated Hazard Identification" (CPWAHI) document. Upon completion by the contractor of the CPWAHI document, both the OAWH and the CPWAHI will be reviewed, by a contractor representative and the OHS Liaison, at a pre-startup meeting.

Definitions

Project Manager - the City employee designated to be the liaison with the prequalified contractors for the purpose of managing, overseeing, coordinating or in any other way administering the contract.

OHS Liaison - the City employee, from the Organizational Safety group, responsible for delivering contractor safety responsibility information to the prequalified contractor.

Instructions for Completion

The document must be completed in full. Choices for each entry are:

Y - Yes - the known worksite hazard or existing work process hazard are likely to exist

N - No - the known worksite hazard or existing work process hazard does not exist*

NA - Not Applicable - the worksite hazard or existing work process will not be applicable for this contract type

TBD - a third party (environmental consultant) will address the issue (primarily for a hazardous materials assessment)

*based on reasonable estimation from all input by persons with expertise or relevant knowledge and understanding

Information from Hazardous Materials Assessments Provided by a Third Party

A hazardous materials assessment, which is the responsibility of the City Environmental Planning group, will not be part of this document. When a prequalified contractor is called upon to do work, a hazardous materials assessment will be completed as deemed necessary by the Environmental Planning group.

Assistance in Completing this Document

If you have questions while completing this document, or are unsure if the listed hazards apply, please seek assistance from Organizational Safety (604.871.6078 or healthandsafety@vancouver.ca).

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HAZARD OR ISSUE	Project Manager
1. ASBESTOS-CONTAINING MATERIALS - fireproofing materials, brake linings, wiring and electrical boards	Yes (Y) No (N) Not Applicable (NA) To Be Determined (TBD)
a) Asbestos containing materials (ACM) may be encountered	Y
b) A hazardous materials assessment for asbestos is provided with a work order	Y
c) A hazardous materials assessment for asbestos is the responsibility of the contractor	Y

2. LEAD-CONTAINING MATERIALS - disturbance of lead-based paint on metal and concrete	Yes (Y) No (N) or Not Applicable (NA)
a) Inorganic lead-containing materials may be encountered	Y
b) If required, a hazardous materials assessment for lead is provided with a work order	Y
c) A hazardous materials assessment for lead is the responsibility of the contractor	TBD

3. OTHER HAZARDOUS MATERIALS - PCBs - in hydraulic and lubricating fluids	Yes (Y) No (N) or Not Applicable (NA)
a) A hazardous materials assessment for PCBs may be provided with a work order	NA
b) A hazardous materials assessment for PCBs is the responsibility of the contractor	Y

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 PART C- FORM OF PROPOSAL**

4. CONFINED SPACES - working in elevator shafts	Yes (Y) No (N) or Not Applicable (NA)
a) If required, a hazard assessment (for entry and inspection only) from the City of Vancouver will be provided with a work order	Y
b) The City of Vancouver shall provide procedures to isolate adjacent piping, or to lock out equipment (complicated systems only)	Y
c) The contractor shall be responsible for isolation and lockout procedures in the confined space	Y

5. LOCK OUT - industrial equipment maintenance	Yes (Y) No (N) or Not Applicable (NA)
a) Lockout may be required to isolate or prevent the unexpected release of energy (electrical, mechanical, hydraulic, chemical, kinetic, gravitational)	Y
b) Work may be performed on or near energized equipment, lines, or circuits	Y

If yes to a) or b) describe:

Work on elevator systems

6. FALL PROTECTION - Elevator inspection, testing and repair services.	Yes (Y) No (N) or Not Applicable (NA)
a) Workers may be exposed to a potential fall in excess of 3 m (10 feet), or to a fall of less than 3 m which would likely result in a serious injury (ex. impalement on rebar)	Y
b) Scaffolding or ladders may be required to be secured to a building or structure	Y

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 MAINTENANCE & REPAIRS OF CITYWIDE ELEVATING DEVICES
 PART C- FORM OF PROPOSAL**

7. OVERHEAD AND UNDERGROUND UTILITIES - tree pruning services, tree removal, utility relocation or replacement, underground utility identification (digging with powered equipment), concrete sawing services, pole painting	Yes (Y) No (N) or Not Applicable (NA)
a) There may be electrical hazards associated with overhead power lines such as limits of approach and contact	NA
b) Necessary assurances (in writing) have (or will be) obtained by the City, through the utility company, for any work where minimum limits of approach cannot be maintained (provide documentation and review at pre job meeting with the prequalified contractor)	NA
c) Necessary assurances must be obtained (in writing) by the prequalified contractor, through the utility company, for any work where minimum limits of approach will not be able to be maintained	NA
d) Underground or hidden utilities may be located on the job site. Any excavation or drilling work in proximity to an underground utility service must be undertaken in conformity with the requirements of the owner of that utility service	NA

If yes to c), and the specific physical locations where minimum limits of approach will not be able to be maintained are known, how will this information be provided to the contractor?

? Project Manager responsibility? _____

8. CONSTRUCTION, EXCAVATION, SHORING AND DEMOLITION	Yes (Y) No (N) or Not Applicable (NA)
a) If required (City taking on role of Prime Contractor), the City of Vancouver project manager will submit the Notice of Project	Y
b) Workers may be required to enter an excavation over 1.2m (4 ft) in depth	Y

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 PART C- FORM OF PROPOSAL

9. CHEMICALS, SOLVENTS, FUMES, VAPORS, AND/OR DUSTS (existing work processes or known worksite hazard only) - ice rinks, swimming pools, cleaning solvents, adhesives, paints, coatings, binders; e.g., storage tank clean-out services, countertop installation (epoxies), and flooring	Yes (Y) No (N) or Not Applicable (NA)
a) The worksite may have chemicals solvents, fumes, vapors or dusts that may affect the contractor	Y
b) Material Safety Data Sheets for chemicals currently in use at the worksite will be available, on request, to the contractor	Y

If yes to a), list the work processes and/or chemicals in use:

Site dependent - to be identified by site project manager

10. NOISE - (existing work processes only)	Yes (Y) No (N) or Not Applicable (NA)
a) Employees may be exposed to noise levels above 85dba	Y

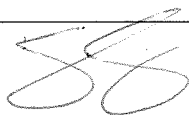
OTHER HAZARDS (NOT IDENTIFIED ABOVE BUT POSSIBLE AT SOME WORKSITES)

- a) Biological Hazard ie Needles/sharps, excrement
- b) Public/worker traffic
- c) Mobile equipment traffic

POTENTIAL WORKPLACE HAZARDS LIST COMPLETED BY

Project Manager Name (print): Steve Dosanjh on behalf of Mario Dotto

Project Manager Signature:



Date: June 29, 2017

Title: Maintenance Planner- Contract Service PM

Phone: 604-654-0960

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**APPENDIX 16
PROPOSED HEALTH AND SAFETY PLAN**

Proponent is to include its Health & Safety plans and procedures as Appendix 16 - Proposed Health and Safety Plans.

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PART D - FORM OF AGREEMENT**

**PART D
FORM OF AGREEMENT**

This PART D - FORM OF AGREEMENT contains the City's proposed terms and conditions for the Agreement that will be executed between the City and the successful Proponent, if any.

SEE ATTACHED

SUPPLY AGREEMENT

BETWEEN:

<SUPPLIER NAME>

AND:

CITY OF VANCOUVER

RELATING TO RFP No. PS20170774 - MAINTENANCE & REPAIRS OF CITYWIDE ELEVATING
DEVICES

DATED <DATE>

SUPPLY AGREEMENT

THIS AGREEMENT is made as of <DATE>

BETWEEN:

<SUPPLIER NAME>, a corporation organized under the laws of
British Columbia 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 supplying full maintenance and repair services for elevating devices managed by the City of Vancouver;

AND WHEREAS the City wishes to procure preventative maintenance services for the City's elevating devices from the Supplier 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 PROPOSALS NO. PS20170774
 MAINTENANCE & REPAIRS OF CITYWIDE ELEVATING DEVICES
 PART D - FORM OF AGREEMENT

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SAMPLE

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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 Supplier and the City;
- (b) **"Background IP"** has the meaning ascribed thereto in Section Error! Reference source not found.;
- (c) **"Business Day"** means a day on which banks are open for business in Vancouver, British Columbia, except a Saturday, Sunday or statutory holiday;
- (d) **"Change in Control"** means an occurrence whereby a person (or persons acting in concert) acquires control of the relevant entity;
- (e) **"City Policies"** means any or all (as the context requires) of those procedures, standards and/or standard specifications, requirements, policies and the like listed in Schedule H or notified to the Supplier from time to time, as the same may be updated, modified, expanded, revised, supplemented and/or replaced from time to time by the City (as notified to the Supplier);
- (f) **"City's Manager"** means a manager who at the relevant time carries such designation from the City under, or in accordance with, ARTICLE 5;
- (g) **"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;
- (h) **"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,

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but does not include:

- (iii) any information that is or becomes generally available to the public or to industry professionals (other than as a result of its disclosure by the receiving Party or its Representatives in breach of this Agreement);
 - (iv) any information that was available to the receiving Party on a non-confidential basis prior to disclosure by the disclosing Party;
 - (v) any information that was, is or becomes available to the receiving Party on a non-confidential basis from a person who, to the receiving Party's knowledge, is not bound by a confidentiality agreement or other duty of confidentiality with or to the disclosing Party or a member of the disclosing Party's Group or otherwise prohibited from disclosing the information to the receiving Party;
 - (vi) any information that was known to the receiving Party before the information was disclosed to it by the disclosing Party or its Representatives and was not subject to a confidentiality agreement or other duty of confidentiality (including any obligation under this Agreement) with or to the disclosing Party or a member of the disclosing Party's Group;
 - (vii) any information that the Parties agree in writing is not confidential or may be disclosed; and
 - (viii) any information unrelated to this Agreement that is developed by or for the receiving Party independently of and without reference to the information disclosed by the disclosing Party;
- (i) "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 under any Law or from any Competent Authority in connection with the Supply or the Site;
 - (j) "Contract Price" means the amounts payable (subject to and in accordance with the terms of this Agreement) by the City to the Supplier in return for the proper performance by the Supplier of its obligations under this Agreement, as detailed in Schedule B;
 - (k) "Defect" means any part of the Supply (or omission therefrom) which is defective, deficient or incomplete or does not otherwise comply with the requirements of this Agreement;
 - (l) "Documentation" means calculations, computer programs and other software, drawings, designs, plans, manuals, records, reports, documents, papers, photos, typographical arrangements, models, contract documents, deliverables, agreements, tender/enquiry documents, and all other materials in whatever form, including but not limited to tangible copies and electronic forms, supplied either by or on behalf of the Supplier or generated collaboratively by the Parties in the course of the provision of the Supply under this Agreement;
 - (m) "Effective Date" has the meaning ascribed to such term in Section 2.1;

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- (n) "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;
- (o) "Environmental Law" means any Law which imposes any obligations relating to:
- (i) the protection, management, conservation or restoration of the natural environment;
 - (ii) reporting, licensing, permitting, investigating, remediating and cleaning up in connection with any presence or Release, or the threat of the same, of Hazardous Substances; and
 - (iii) the manufacture, processing, distribution, use, treatment, storage, disposal, transport, handling and the like of Hazardous Substances, including those pertaining to occupational health and safety.
- (p) "Force Majeure" means, exhaustively, any:
- (i) war, hostilities (whether war is declared or not), invasion, act of foreign enemies;
 - (ii) rebellion, terrorism (or threat of terrorism), revolution, insurrection, military or usurped power or civil war;
 - (iii) riot, civil commotion or disorder, strike or lockout by persons other than the Supplier's personnel and other employees, Subcontractors or any other person for whom the Supplier is responsible;
 - (iv) natural catastrophe such as an earthquake, forest fire, landslide or flood; or
 - (v) change in Law or action by a Competent Authority, which makes it illegal or impossible for either Party to perform its obligations under this Agreement;
- (q) "Good Industry Practice" means, in relation to the Supply or the performance of any other obligation under this Agreement, the practices, and the application of the skill, care, diligence, prudence and foresight, which would reasonably and ordinarily be expected from a skilled and experienced international contractor carrying out or procuring equivalent services of similar type, scope and value, in the same or similar location and in similar circumstances to those pertaining to the Supplier;
- (r) "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

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- (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.
- (s) **“Hazardous Substance”** means any substance or material that is prohibited, controlled or regulated by any Competent Authority pursuant to any Environmental Law including pollutants, contaminants, dangerous goods or substances, toxic or hazardous substances or materials, wastes (including solid non-hazardous wastes and subject wastes), petroleum and its derivatives and by-products and other hydrocarbons, all as defined in or pursuant to any Environmental Law;
- (t) **“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;
- (u) **“Key Project Personnel”** means the persons named in Schedule I (Key Project Personnel) and any replacement(s) approved by the City in accordance with ARTICLE 7;
- (v) **“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, which affect or are otherwise applicable to the Supply, the Supplier, the Site or any other lands affected by the Supply;
- (w) **“Letter Agreement”** means an agreement in the form of Schedule K.
- (x) **“Living Wage”** means the hourly wage established by the Living Wage Certifier from time to time during the Term, which, as of the Effective Date, is \$20.62 per hour, which includes: (i) direct wages; and (ii) the value of any non-mandatory benefits such as paid sick leave, employer-paid Medical Services Plan premiums and extended health benefits;
- (y) **“Living Wage Certifier”** means the Living Wage for Families Campaign, any successor entity, or, in the event the Living Wage for Families Campaign ceases to carry on operations, such other living wage certification entity designated by the City to the Supplier in writing;
- (z) **“Living Wage Employee”** means any and all employees of the Supplier and Subcontractors of the Supplier that perform any part of the Supply on a property owned by or leased to the City, including all streets, sidewalks and other public rights of way, for at least one consecutive hour, but excluding Students, volunteers and employees of Social Enterprises;

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- (aa) “OHS Requirements” means all Laws applicable to the Supply and related to occupational health or safety, and all of the City Policies that relate to occupational health or safety, and includes without limitation the WCA;
- (bb) “Other City Entity” means each of: the Vancouver Public Library Board, the Vancouver Police Board, the Vancouver Art Gallery Association and the Parking Corporation of Vancouver>;
- (cc) “Parties” means the City and the Supplier and “Party” means one of them or either of them, as the context requires;
- (dd) “Permitted Purpose” has the meaning ascribed thereto in Section 15.3;
- (ee) “Preferred Supplier” means a person named in Schedule F;
- (ff) “Proposal” means the Supplier’s proposal dated <DATE>, submitted by the Supplier to the City in response to the RFP;
- (gg) “Release” means any release or discharge of any Hazardous Substance including any discharge, spray, injection, inoculation, abandonment, deposit, spillage, leakage, seepage, pouring, emission, emptying, throwing, dumping, placing, exhausting, escape, leach, migration, dispersal, dispensing or disposal;
- (hh) “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;
- (ii) “RFP” means the City’s Request for Proposal number PS20170774;
- (jj) “Safety Incident” means:
 - (i) a failure by the Supplier or any Subcontractor to comply with any OHS Requirements; or
 - (ii) any hazard, incident or accident caused by the Supplier or a Subcontractor.
- (kk) “Sales Tax” has the meaning ascribed to such term in Section 16.1;
- (ll) “Site” means each of the worksites at which the Supply shall be performed, as shown in Schedule J and each other place where the Supply is performed;
- (mm) “Social Enterprise” means a business that: (i) is owned by a non-profit organization or community services co-operative; (ii) is directly involved in the production and/or selling of goods and services for the combined purpose of generating income and achieving social, cultural, and/or environmental aims; and (iii) has a defined social and/or environmental mandate.
- (nn) “Student” means an individual who is enrolled in a school, college, university or other educational institution and is employed by the Supplier or a Subcontractor, as the case may be, to obtain practical workplace experience as a requirement of or credit for their education;
- (oo) “Subcontractor” means any person named in a schedule to this Agreement as a subcontractor, or any other person appointed by the Supplier, in accordance with this Agreement, to perform any part of the Supply;

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- (pp) “**Supplier’s Manager**” means a manager who at the relevant time carries such designation from the Supplier under, or in accordance with, ARTICLE 5;
- (qq) “**Supply**” means the provision of the goods, services and works described in Schedule A (or, as the context requires, the particular such goods, services or works provided or to be provided by the Supplier to the City at a particular time or times and in the particular combinations and quantities directed by the City in accordance herewith), and any other services to be provided by the Supplier pursuant to this Agreement;
- (rr) “**Taxes**” means all taxes, duties, imposts, levies, assessments, tariffs and other charges imposed, assessed or collected by a Competent Authority, including:
- (i) any gross income, net income, gross receipts, business, royalty, capital, capital gains, goods and services, harmonized sales, value added, severance, stamp, franchise, occupation, premium, capital stock, sales and use, real property, land transfer, personal property, ad valorem, transfer, licence, import, customs, profits, windfall profits, environmental, carbon, emissions, pollution, payroll, employment, employer health, pension plan, anti-dumping, countervailing, or excise tax, duty, import, levy, assessment, tariff or other charge;
 - (ii) all withholdings on amounts paid to or by the relevant person;
 - (iii) all statutory remittances, employment insurance premiums and social security or pension plan contributions or premiums and Canada pension plan contributions;
 - (iv) any fine, penalty, interest or addition to tax;
 - (v) any tax imposed, assessed, or collected or payable pursuant to any tax-sharing agreement or any other contract relating to the sharing or payment of any such tax, levy, assessment, tariff, duty, deficiency or fee; and
 - (vi) any liability for any of the foregoing as a transferee, successor, guarantor, or by contract or by operation of law;
- (ss) “**Time(s) for Completion**” means the time(s) stated in Schedule E by which the Supply or any particular Supply or part thereof must be completed, as such time(s) may be adjusted (including in relation to a particular instance of Supply), strictly in accordance with this Agreement;
- (tt) “**Variation**” has the meaning ascribed to such term in Section 3.9(a); and
- (uu) “**WCA**” means the *Workers Compensation Act* (British Columbia) and the regulations thereunder.

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.

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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, and the rule of interpretation known as ejusdem generis shall not apply;
- (d) 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;
- (e) 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
- (f) "control" when used to describe a relationship between one person and any other person, has the following meanings:
 - (i) a person controls a body corporate if securities of the body corporate to which are attached more than 50% of the votes that may be cast to elect directors of the body corporate are beneficially owned by the person and the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the body corporate;
 - (ii) a person controls an unincorporated entity, other than a limited partnership, if more than 50% of the ownership interests, however designated, into which the entity is divided are beneficially owned by that person and the person is able to direct the business and affairs of the entity;
 - (iii) the general partner of a limited partnership controls the limited partnership; and
 - (iv) a person who controls an entity is deemed to control any entity that is controlled, or deemed to be controlled, by the entity.

1.4 Schedules

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

Schedule A	Scope of Goods and Services
Schedule B	Prices for Supply
Schedule C	Items to be provided by the City
Schedule D	Specific Deliverables
Schedule E	Time Schedule for Supply

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Schedule F	Preferred Suppliers
Schedule G	Project Budget
Schedule H	City Policies
Schedule I	Key Project Personnel
Schedule J	Site
Schedule K	Form of Letter Agreement

**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 12 and subject to the below Section **Error! Reference source not found.**, this Agreement shall terminate on the THIRD anniversary of the Effective Date or on such later date as the Parties may agree in writing.
- (b) Subject to termination pursuant to ARTICLE 12, but notwithstanding Section 2.2(a), the term of this Agreement may be extended for up two successive one-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 provide the Supply to the City, at the times and in the quantities directed by the City, and otherwise in accordance with the directions of the City and in conformity with this Agreement.
- (b) Notwithstanding any other provision hereof, any goods, services or works described in Schedule A shall be provided to the City only upon receipt by the Supplier of a purchase order from the City or another instruction given by the City pursuant to Section 5.1 relating to such Supply.
- (c) The Supplier shall maintain at all times sufficient business capacity and inventories of the supplies necessary for the provision of the Supply, to meet the business plans and requirements of the City.

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- (d) In connection with the Supply, the Supplier shall provide to the City, without additional compensation, all services, conveniences, materials or features proposed in the Proposal that are not otherwise expressly provided for herein, as well as all other ancillary materials or services that are not expressly mentioned either herein or in the Proposal, but are reasonably inferable from the descriptions of the Supply herein or from the descriptions of proposed services, conveniences, materials or features in the Proposal.
- (e) During the term of effectiveness of this Agreement, the City may also, from time to time, direct the Supplier to make Supply 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 into a Letter Agreement) with each relevant Other City Entity memorializing that the Supplier shall make Supply to such Other City Entity in accordance herewith.

3.2 Application to Prior Acts

Insofar as the Supplier has commenced any part of the Supply prior to the Effective Date, such services shall, as of the Effective Date, be deemed to be performed under and subject to the terms of this Agreement, unless otherwise expressly agreed between the Supplier and the City.

3.3 Sufficiency and Competence of Personnel

- (a) The Supplier shall have and maintain at all times and in accordance with all applicable Laws, sufficient numbers of fit, skilled, qualified and experienced personnel to carry out the provision of the Supply within the times and in the manner required by the City.
- (b) The Supplier warrants that it has (and its Subcontractors, if any, have) the experience, competence, certifications, qualifications and capacity necessary for the Supply.
- (c) Insofar as the Supply involves the Supplier in performing design work, such design work shall be carried out by qualified designers who are engineers or other professionals who comply with the criteria stated in Schedule A (Scope of Goods and Services) or, where not so stated, in accordance with Good Industry Practice.

3.4 INTENTIONALLY DELETED

3.5 Standards and Requirements

The Supplier shall (and shall procure that its Subcontractors) provide the Supply and perform all other obligations under this Agreement in an expeditious manner and at all times in accordance with:

- (a) all applicable Laws and Consents;
- (b) the specific requirements of Schedule A (Scope of Goods and Services), Schedule D (Specific Deliverables), Schedule E (Time Schedule for Supply), Schedule G (Project Budget) and the instructions of the City;
- (c) the City Policies; and

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- (d) where no higher standard is expressly required of the Supplier under this Agreement, Good Industry Practice,

and the Supplier shall comply with the standards and requirements in Sections 3.5(a) to 3.5(d) in the order of priority in which such standards or requirements are listed (with Section 3.5(a) being of highest priority).

3.6 Consents

The Supplier shall, at the Supplier's sole expense, obtain, maintain and comply with all Consents required by Law to enable it to perform its obligations under this Agreement, except to the extent otherwise expressly stated in the schedules hereto.

3.7 Warranties

- (a) The Supplier warrants that the Supply shall be performed in accordance with this Agreement and to the best practice standards of diligence, skill, care and efficiency expected of a competent contractor performing work of a similar nature to the Supply.
- (b) All goods or materials provided under the Agreement as part of the Supply shall be new and fully warranted for a period of <INSERT> 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 third-party manufacturers or suppliers of the goods or materials.
- (c) All goods, works and materials provided under the Agreement as part of the Supply shall be non-defective and fit for their intended purposes and shall function safely in all respects.
- (d) All costs associated with warranty replacements or repairs shall be the responsibility of the Supplier, including repair, adjustment, and shipping costs, and replacements of goods or materials.
- (e) If requested by the City, the Supplier shall handle and manage any claim on a manufacturer warranty for any defect in goods or materials provided as part of the Supply.
- (f) The Supplier shall deliver to the City all such documentation as the City may require to evidence any warranty required by this Section 3.7 or to evidence the Supplier's compliance with this Section 3.7, and the Supplier shall assign all warranties, and do all other things necessary, to ensure that the City receives the full benefit of each warranty or other covenant set forth in this Section 3.7.

3.8 Relationship Between the Parties

- (a) The Supplier in its provision of the Supply and its performance of its obligations under this Agreement shall at all times act as an independent contractor on its own account and shall have no authority to act as the City's agent unless expressly empowered to do so by the City. This Agreement shall not be deemed to create any relationship of partnership, agency, joint enterprise or other like relationship between the Parties, and the Supplier shall be solely responsible for all employment-related obligations in connection with its employees, its other Representatives and its Subcontractors and their employees.

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- (b) The City intends to use the Supplier as a preferred supplier of the goods, services and works described in Schedule A; however the City is not bound to treat the Supplier as its exclusive supplier of any goods or services.

3.9 Variations Requested by the City

- (a) Any instruction given by the City which constitutes or gives rise to a variation from the scope of the Supply expressed in Schedule A (Scope of Goods and Services), a time expressed in Schedule E (Time Schedule for Supply) or the items expressed in Schedule D (Specific Deliverables), shall constitute a "Variation" and shall be governed by and subject to this Section 3.9.
- (b) During the term of this Agreement, the City may at any time effect a Variation by notice in writing to the Supplier, and the Supplier shall not be entitled to refuse to implement any Variation unless the carrying out of such Variation would contravene any Law (in which case the Supplier shall promptly give notice to the City).
- (c) If the Supplier is of the opinion that a Variation justifies an increase to the Contract Price or a change to any of the Time(s) for Completion, the Supplier must, as a condition to being entitled to any such increase to the Contract Price or change to the Time(s) for Completion, no later than 10 Business Days after the City gives notice of the Variation, submit a claim to the City which sets out the Supplier's assessment of the impact the Variation should have on the Contract Price due for such Supply and on the Time(s) for Completion for such Supply, and thereafter:
 - (i) the City shall consider that claim as soon as possible and may request the Supplier to supply such further evidence as is reasonably required to confirm the details of such claim (and, as soon as practicable after such further evidence is available to it, the Supplier shall provide it to the City); and
 - (ii) within ten Business Days after the receipt of all the information requested by the City, the Supplier and the City shall meet in order to agree any variations to the Contract Price for such Supply or the Time(s) for Completion for such Supply, and corresponding changes to Schedule G (Project Budget), as necessary, which such agreement must be evidenced in writing.
- (d) If no agreement is reached under 3.9(c)(ii) within twenty (20) Business Days of the Parties' first meeting (or such other period as the Parties may agree), the Parties may then refer the matter for arbitration in accordance with ARTICLE 17.
- (e) Notwithstanding the foregoing, the City shall be entitled to replace, revise, expand or modify the City Policies at any time upon notice to the Supplier, and no such change shall be considered to be a Variation.

3.10 Tests; Defects and Acceptance

- (a) When, in the Supplier's judgement, any part of the Supply is complete in accordance herewith, the Supplier shall give written notice to that effect to the City. Thereafter, the City shall reasonably promptly perform such practical tests of the Supply as the City reasonably deems necessary, and the Supplier shall assist the City with all such tests, if and to the extent so requested by the City.
- (b) If the testing described in the foregoing Section 3.10(a) reveals, in the judgement of the City, any Defects in the Supply, the City shall notify the Supplier accordingly.

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- (c) The Supplier shall remedy at its own cost and risk Defects in the Supply that the Supplier discovers or that are notified by the City, as soon as reasonably practicable following discovery or notification of such Defects, as the case may be.
- (d) If the Supplier fails to remedy any Defect in the Supply within a reasonable time, a date may be fixed by the City on or by which the Defect is to be remedied. The Supplier shall be given reasonable notice of this date.
- (e) If the Supplier fails, without reasonable excuse, to remedy any Defect in the Supply by this notified date, the City may (at its option) elect to carry out the work itself or by others and shall be entitled to recover from the Supplier all direct, proper and reasonable costs of so doing (as a debt due on demand). The City's exercise of its election under this Section 3.10(e) shall in no event absolve the Supplier of its responsibility for remediation of other Defects or otherwise constitute a waiver by the City of its rights and remedies in relation to other Defects, nor shall it preclude or restrict the further exercise of such rights or remedies.

3.11 Title and Risk

- (a) The Supplier warrants that title in each good, work or improvement supplied by the Supplier hereunder, when it passes to the City hereunder, shall be free and clear of Encumbrances.
- (b) Title to any good, work or improvement supplied by the Supplier hereunder shall pass to the City upon the earlier of:
 - (i) payment therefor by the City;
 - (ii) fixture to any part of the Site; and
 - (iii) its incorporation into a work supplied by the Supplier.
- (c) 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 goods to the City, free and clear of all Encumbrances.
- (d) The Supplier must not enter any contract that reserves ownership of goods or materials 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.
- (e) Notwithstanding the foregoing provisions of this Section 3.11, the Supplier is responsible for the care of, and bears all of the risk of loss or damage to, each good, work or improvements supplied hereunder and each material used in connection with the Supply, until the completion of the Supply to the satisfaction of the City.

3.12 Living Wage

- (a) Subject to Section 3.12(b), it is a condition of this Agreement that, for the duration of the Term the Supplier pays all Living Wage Employees not less than the Living Wage.
- (b) Notwithstanding Section 3.12(a), the Supplier has up to 6 months from the date on which any increase in the Living Wage is published by the Living Wage Certifier to increase wages for all Living Wage Employees such that all Living Wage Employees continue to be paid not less than the Living Wage.

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- (c) The Supplier shall ensure that the requirements of Section 3.12(a) apply to all Subcontractors.
- (d) A breach by the Supplier of its obligations pursuant to Sections 3.12 (a) and (c) shall constitute a material breach by the Supplier of this Agreement that shall entitle the City to terminate this Agreement in accordance with Section 12.2(c).

**ARTICLE 4
PREFERRED SUPPLIERS**

4.1 Procurement of Supplies

If so required as part of the Supply specified in Schedule A (Scope of Goods and Services), the Supplier shall procure, in the name of and on behalf of the City:

- (a) those materials and/or services specified in Schedule F (Preferred Suppliers) (if any) as being required to be procured from a particular Preferred Supplier from such Preferred Supplier; and
- (b) where no particular materials and/or services are specified in Schedule F (Preferred Suppliers) as being required to be procured from a particular Preferred Supplier, materials or services that are in any event required for purposes of the Supply in accordance with Good Industry Practice.

Such procurement shall be in accordance with the City Policies (if and insofar as applicable) and otherwise the provisions of this Agreement.

4.2 Information Concerning Alternative Suppliers

Exercising Good Industry Practice, the Supplier shall use all reasonable endeavours to submit to the City details of alternatives to each Preferred Supplier where:

- (a) it would be more economical to purchase the relevant materials or services from an alternative supplier; or
- (b) a better quality of materials or services may be obtained from an alternative supplier; or
- (c) it would be more beneficial to the City to procure such materials or services from an alternative supplier.

4.3 Use of Alternative Suppliers

If the Supplier needs to procure any materials or services for which a Preferred Supplier is specified in Schedule F (Preferred Suppliers) and the Supplier wishes to procure such materials or services from an alternative supplier, the Supplier shall provide written notification to the City within a reasonable time so as not to delay the Time(s) for Completion. Such notice shall be in the form acceptable to the City and shall contain, as a minimum, the following information:

- (a) the relevant materials or services to be procured;
- (b) the name of the Preferred Supplier;
- (c) the name of the alternative supplier;

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- (d) corporate, financial, technical, insurance and commercial information concerning the alternative supplier that is reasonably adequate to permit the City to evaluate the alternative supplier; and
- (e) the Supplier's reason(s) for recommending that such materials or services be procured from the alternative source (supported by evidence).

The City shall provide its acceptance or rejection of such recommendation within a reasonable period so as not to delay the Time(s) for Completion. The City's decision shall be at its absolute discretion and shall be final and binding on the Parties.

**ARTICLE 5
CONTRACT MANAGERS**

5.1 City's Managers

- (a) The City hereby designates each of <name> and <name> as a "City's Manager." Each City's Manager, including any additional City's Managers designated by the City in accordance herewith, has, for so long as he or she remains a City's Manager, full authority to act on behalf of the City in relation to all matters arising under this Agreement.
- (b) Any instruction from the City to the Supplier pursuant to this Agreement shall be issued through an executive officer of the City or through a City's Manager and shall be effective if in writing or confirmed in writing within seven days of oral instruction. Failure to comply with this Section 5.1 shall render any purported City's instruction invalid, unless it is later ratified by the City. However, this restriction does not apply to any instruction issued in an emergency situation or which relates to a threat or potential threat to the life, health or safety of any individual.
- (c) Notwithstanding the foregoing, each City's Manager may, in writing, delegate his or her authority hereunder to others.

5.2 Supplier's Managers

- (a) The Supplier hereby designates each of <name> and <name> as a "Supplier's Manager." Each Supplier's Manager, including any additional Supplier's Managers designated by the Supplier in accordance herewith, has, for so long as he or she remains a Supplier's Manager, full authority to act on behalf of the Supplier in relation to all matters arising under this Agreement, and any instruction given by the City to either of them shall be deemed to be valid and effective.
- (b) Each Supplier's manager may, in writing, delegate his or her authority hereunder to others, upon the written agreement of the City.

5.3 Designation of New Managers

The City may designate new City's Managers, or remove that designation from any individual, and the Supplier may designate new Supplier's Managers, or remove that designation from any individual, from time to time, each at its own discretion, through notice to the other Party. In the case of the Supplier, any such designation or removal must be in writing to the City.

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**ARTICLE 6
SUPPLIERS' WARRANTIES AND COVENANTS**

6.1 General 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) the Supplier is a company duly organized, validly existing and in good standing under the laws of British Columbia and is lawfully authorized to do business in the Province of British Columbia;
- (c) the Supplier is not a party to or bound by any agreement (written or oral), indenture, instrument, licence, permit or understanding or other obligation or restriction under the terms of which the execution, delivery or performance of this Agreement does or shall constitute or result in a violation or breach;
- (d) the Supplier has a valid City of Vancouver business license or a Metro West Inter-Municipal business license that applies to all of the Supply;
- (e) all statements made by the Supplier in its Proposal are true and accurate;
- (f) the Supplier is fully experienced in the design and management of projects or works of a similar scope, purpose, complexity, size and technical sophistication as the Supply;
- (g) the Supplier possesses a level of skill and expertise commensurate with Good Industry Practice, which it shall utilize in the performance of its obligations under this Agreement;
- (h) the Supplier understands that the City is relying upon the skill, judgment and expertise of the Supplier and its Subcontractors (if any) in the carrying out of the Supply and the co-ordination and planning thereof;
- (i) the Supplier's and any Subcontractors' employees are accredited to carry out the relevant portions of the Supply to the extent required by applicable Laws and all of them are appropriately skilled, competent and experienced and possess relevant qualifications having regard to the nature and extent of the Supply and the Sites;

6.2 General Health and Safety-Related Acknowledgements and Covenants

The Supplier shall:

- (a) in the provision of the Supply, comply at all times with the OHS Requirements and take all reasonably necessary steps to ensure similar compliance from its Representatives and its Subcontractors, if any;
- (b) if the Supply involves any type of manual labour, prior to their attendance at any Site, deliver to each of its Representatives and each of its Subcontractors, if any, and to their employees, if applicable, copies of the OHS Requirements relevant to the Site;
- (c) at all times take all reasonable precautions to maintain the health and safety of workers;

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- (d) be at all times registered and in good standing with the relevant workers' compensation insurance Competent Authorities, and provide to the City copies of any notices, correspondence or directions issued by any government or Competent Authority relating to workplace-related employment, human rights, labour, immigration policy, health, safety or environmental matters within 24 hours of the Supplier's receipt of such notice, correspondence or direction;
- (e) appoint a qualified health and safety coordinator to ensure coordination of health and safety activities in the provision of the Supply;
- (f) report (with full details) any accident, injury, illness or other incident relating to workplace health and safety or the environment to the City as soon as reasonably practicable, investigate the accident, injury, illness or other incident reasonably thoroughly (and in any event in accordance with any applicable OHS Requirements) and promptly report to the City the results of each such investigation;
- (g) maintain such records and make such reports concerning health, safety and welfare of persons, and damage to property, or the natural, physical or biological environment, as the City may reasonably require; and
- (h) to the extent a "prime contractor", as defined in the WCA, is not already designated by the City for any portion of a Site, be and act as the prime contractor, and the Supplier assumes and is wholly responsible for the health and safety of all persons at such locations on the basis described in the WCA.

6.3 Covenants Regarding Violations of Health and Safety Requirements

Without prejudice to any remedies available to the City hereunder, if any Subcontractor or person employed or engaged by the Supplier (or by a Subcontractor) violates any OHS Requirement, the Supplier shall:

- (a) ensure that the violation is promptly resolved;
- (b) ensure the violation is promptly and appropriately reported to the City and to the applicable competent authorities (if and to the extent required by the OHS Requirements);
- (c) promptly take all reasonable steps necessary to avoid recurrence of the violation;
- (d) communicate to the City its plan to avoid recurrence of the violation; and
- (e) without prejudice to the foregoing Section 6.3(c), promptly remove any person responsible for the violation from the provision of the Supply if reasonable to do so or if requested to do so by the City.

6.4 Covenants Regarding the Environment

- (a) The Supplier shall:
 - (i) at all times, be conscious of the importance of the protection of the natural, physical and biological environment at and in the vicinity of the Sites;
 - (ii) conduct, and cause its Representatives to conduct, their respective activities that relate to the Supply in a manner that shall have the least possible adverse

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effect on the natural environment and in compliance with all Environmental Laws and Consents, all at the Supplier's expense;

- (iii) perform the Supply with the least degree of environmental degradation during and as a result of such performance; and
- (iv) without restricting the generality or application of any other provisions of this Agreement, comply, and cause its Representatives to comply, with all applicable Laws and Consents and with all plans and instructions contained in this Agreement or issued in writing by the City concerning the existence, Release, removal, handling, transport, storage, disposal and treatment of any Hazardous Substances or other materials that are or may be hazardous to the life or health of any person or that endanger the environment or that are regulated by applicable Law.

- (b) During the term of this Agreement, the Supplier shall not bring or store or permit to be used at any Site, any Hazardous Substances unless such Hazardous Substances are (i) reasonably required to carry out the Supply, and (ii) brought or stored or permitted to be used at any Site in compliance with all Laws (including Environmental Laws). The Supplier shall not Release nor permit the Release of any Hazardous Substances into the environment. The Supplier is solely responsible for all Hazardous Substances introduced to the Sites or the environment by the Supplier or its Representatives or Subcontractors, and the Supplier shall promptly and fully remediate, to the City's satisfaction, any release of Hazardous Substances on or from any Site, or in the vicinity of any Site.

6.5 Further Covenants Regarding the Sites

The Supplier shall:

- (a) at its sole cost, keep any portion of any Site used in connection with the Supply in a safe and tidy condition and to maintain and operate the Supplier's equipment in a good, workmanlike and safe manner; and
- (b) not to do anything at any Site which is or may become a nuisance, danger or disturbance to the City or to any other occupants or users of the Site or adjacent areas or to any works or structures or installations thereon.

6.6 Covenants Against Encumbrances

- (a) The Supplier shall keep each Site and the goods included in the Supply, and each part thereof, free of all Encumbrances filed pursuant to any Law or otherwise in respect of any such work or materials. In any event, if any Encumbrance has been filed in relation to the Site or any improvement thereon, or in relation to any goods included in the Supply, the Supplier shall cause any such Encumbrance to be discharged within 30 days after the Encumbrance has come to the notice of the Supplier.
- (b) The Supplier acknowledges and agrees that, in the event the Supplier fails to discharge any Encumbrance contemplated in Section 6.6(a) within 60 days of written notice of such Encumbrance being given by the City, in addition to any other right or remedy, the City may, but shall not be obligated to, discharge the Encumbrance by paying to the applicable Competent Authority, the amount claimed to be due or the amount due, together with a reasonable amount for costs and the amount paid by the City shall be paid by the Supplier to the City forthwith upon demand. In no case shall the City be

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required to investigate the validity of the Encumbrance prior to discharging the same in accordance with this Section 6.6(b).

6.7 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 7
PERSONNEL**

7.1 INTENTIONALLY DELETED

7.2 Changes in Personnel

The City may request the removal or replacement of any personnel engaged by the Supplier or any Subcontractor in relation to any part of the Supply, provided that such request is made in writing stating the City's detailed reasons. The Supplier shall comply with such request as soon as reasonably practicable and shall bear the cost of replacement where the City is of the opinion that the personnel in question are guilty of misconduct, do not have acceptable qualifications or are otherwise unable or unfit to perform satisfactorily and safely. If the City requests a replacement for a reason other than the immediately aforementioned reasons, the City shall reimburse the Supplier its reasonable properly incurred costs of replacement.

7.3 Key Project Personnel

- (a) Where there are Key Project Personnel the Supplier shall:
 - (i) use best endeavours to retain Key Project Personnel for the duration of the provision of the Supply;
 - (ii) take reasonable steps to ensure that Key Project Personnel dedicate their time fully to the Supply (unless otherwise agreed or approved by the City in writing);
 - (iii) promptly inform the City should any of the Key Project Personnel leave, or give notice of an intention to leave the Supplier, and obtain a substitute or substitutes;

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- (iv) not reassign or allow the reassignment of the Key Project Personnel to other projects during the term of this Agreement without the City's prior written consent (such consent not to be unreasonably withheld or delayed); and
 - (v) take all reasonable steps to ensure that the Key Project Personnel perform their roles and responsibilities in accordance with any organisational structure agreed in writing between the Parties.
- (b) If:
- (i) the Supplier wishes to reassign or to replace an individual designated as Key Project Personnel; or
 - (ii) an individual designated as Key Project Personnel gives notice of his or her intention to leave or is otherwise no longer able to perform the duties, including for reasons of illness, injury or personal hardship,
- the Supplier shall provide a substitute with experience and qualifications equivalent or greater than the Key Project Personnel to be replaced, and shall provide documentation to the City to establish such experience and qualifications.
- (c) Key Project Personnel who are reassigned to other work shall, to the extent possible, remain available to the project team until completion of the Supply.
 - (d) All the Supplier's Key Project Personnel must be fluent in both spoken and written English, except as may be agreed to the contrary between the City and Supplier in relation to specific individuals or positions to be filled from time to time.

**ARTICLE 8
REPORTING**

8.1 Progress Reports

- (a) Monthly progress reports shall be prepared by the Supplier and submitted to the City in the format required by the schedules hereto, if any, or as otherwise required by the City, each within five (5) business days of the immediate following month to which it relates.
- (b) Each such progress report shall include (as a minimum):
 - (i) charts and detailed descriptions of progress in preparing Documentation and in otherwise delivering the Supply;
 - (ii) copies of any quality assurance documents;
 - (iii) information and statistics relating to health, safety, environmental and community relations aspects of the Supply;
 - (iv) health and safety statistics, including details of:
 - (A) any Safety Incidents or other injuries, accidents, or safety or near-miss incidents relating to the safety of the Supply; and

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- (B) any hazardous accidents, incidents and activities relating to environmental aspects of the Supply or community relations, including any Releases of any Hazardous Substances; and
- (v) comparisons of actual and planned progress, with details of any events or circumstances which may jeopardise any aspect of the Supply or the timing therefor.

8.2 Assistance regarding Reporting Requirements

The Supplier shall, and shall cause its Representatives to, provide the City with reasonable assistance and information which is necessary to enable the City to comply with any Law.

8.3 Other Reports

- (a) The Supplier shall provide any additional reports and information regarding the Supply or the Site reasonably requested by the City at any time.

**ARTICLE 9
PAYMENT; AUDITS**

9.1 Payment to the Supplier

- (a) Subject to ARTICLE 12 and Section 9.3, the City shall pay the Supplier for the Supply in accordance with Schedule B (Prices for Supply), following the receipt of invoices prepared and delivered in accordance with Section 9.2(b) and Section 9.3.
- (b) Notwithstanding any other provision hereof, prior to making any payment under this Agreement, the City shall determine whether the *Builders Lien Act* (British Columbia) applies to this Agreement and, if so:
 - (i) payments made under this Agreement shall be subject to ten percent withholding, in the form of a lien holdback, to be held by the City in accordance with the provisions of the statute; and
 - (ii) the lien holdback shall be released by the City 56 days after the issuance of a certificate of completion in conformity with the *Builders Lien Act* (British Columbia) in relation to the Supply if no liens then exist.
- (c) If any lien claim based on the provisions of the *Builders Lien Act* (British Columbia) relating directly or indirectly to this Agreement exists at any time, the Supplier agrees to immediately take all steps and do all things necessary or required to remove, cancel and dismiss such lien and until such lien is removed, cancelled or dismissed (as appropriate, to the satisfaction of the City), or all further payments under this Agreement may be withheld by the City or, at the discretion of the City, amounts payable to the Supplier may be used by the City to obtain the removal, cancellation or dismissal of any such lien.
- (d) Unless otherwise expressly stated in the schedules hereto, the Supplier shall pay any and all costs, including freight, marine and transit insurance, Taxes, and transportation and delivery charges on all equipment or things of whatsoever nature provided by the Supplier as required by it for the purposes of the Supply and any other incidental costs and all such costs shall be deemed to be included in the Contract Price.

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- (e) The Supplier shall be deemed to have satisfied itself as to the correctness and sufficiency of Schedule B (Prices for Supply) and to have obtained all information and to have taken into account all circumstances, risks and other contingencies that may affect the cost of performing the Supply (including any circumstances, risks or contingencies that a contractor exercising Good Industry Practice would typically expect to encounter) and any other obligation under this Agreement. The Supplier shall not be entitled to any additional compensation beyond the Contract Price (including without limitation for escalation in the prices of goods, materials and labour) except as otherwise expressly stated in this Agreement.
- (f) 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.

9.2 Purchase Orders; Content of Invoices

- (a) The City shall from time to time issue purchase orders to the Supplier in relation to the Supply. These shall not have the effect of amending or waiving the application of any provision of this Agreement.
- (b) Each of the Supplier's invoices shall set out, as a minimum (and in such form or format as required by the City):
 - (i) the City purchase order number(s) relating to the particular Supply to which the invoice relates;
 - (ii) an itemized list of the amounts owing;
 - (iii) the invoice date and the time period to which the invoice relates;
 - (iv) a description of the portion of the Supply to which the invoice relates;
 - (i) the total amounts payable under the invoice and details of any applicable taxes;
 - (ii) all supporting documentation relating to disbursements; and
 - (iii) such other information as the City may require from time to time.
- (c) 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.

9.3 Procedure for Invoices

- (a) The Supplier shall address each of its invoices to the City, Attention: Accounts Payable, and email it to APIInvoice@vancouver.ca, or to such other address as is specified in an applicable purchase order. The City shall thereafter pay the invoice within thirty (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.

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- (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.

9.4 Currency of Payment

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

9.5 Contested Claims for Payment

If any item contained in an invoice submitted by the Supplier is contested by the City, the City shall give prompt notice thereof, together with reasons to the Supplier.

9.6 Audits

- (a) The Supplier shall maintain up-to-date records and accounts which clearly document the provision of the Supply and shall make the same available to the City upon request. The City may request copies of all such records and accounts which shall be provided to the City by the Supplier (subject to reimbursement of the Supplier's reasonable copying costs and any other direct costs and expenses, if any) at any time prior to the expiry of 365 days after completion of all of the Supply or earlier termination of this Agreement. For avoidance of doubt, any records and accounts provided by the Supplier in accordance with this Section 9.6(a) shall be deemed to be Confidential Information;
- (b) Not later than three years after the completion of all of the Supply or earlier termination of this Agreement, the City can itself, on notice of not less than 14 days, require that a firm of accountants, surveyors or other auditors nominated by it audit any such records and accounts of the Supplier by attending during normal working hours at the office where the records are maintained. For avoidance of doubt, any records and accounts or other documents provided by the Supplier in accordance with this Section 9.6(b) shall be provided only subject to the accountants, surveyors or other auditors, and each of them, being subject to and agreeing to meet such of the Supplier's reasonable requirements as to confidentiality as the Supplier deems (at its sole discretion) to be appropriate in the circumstances; and
- (c) Any overpayments by the City discovered during the course of any such audit pursuant to Section 9.6(b) shall be payable by the Supplier to the City within 30 days of such discovery, and if the overpayments have been caused by an act or omission of the Supplier and the amount of those overpayments is no less than one quarter of the total amount paid by the City to the Supplier in respect of the Supply, then the costs of the relevant audit shall be for the account of the Supplier.

9.7 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).

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ARTICLE 10
CERTAIN ADDITIONAL OBLIGATIONS OF THE CITY

10.1 Scheduled Items

The City shall make available, free of cost and without delay or in accordance with any agreed timetable or schedule set forth in Schedule C (Items to be Provided by the City), to the Supplier for the purpose of the Supply, the personnel, equipment, facilities, services (including services of third parties) and information described in such Schedule C (if any), and in accordance therewith.

10.2 Other Information

The City shall, within a reasonable time following a written request by the Supplier, provide to the Supplier free of cost such further information, which the City considers relevant to provision of the Supply and which is either already in its possession or reasonably within its power to obtain.

10.3 Decisions in Writing

On all matters properly referred to it in writing by the Supplier, the City shall (wherever practicable) give its decision in writing within a reasonable time having regard to the Time(s) for Completion and the Supplier's obligations with regard to the Supply.

10.4 Access to the Site

Except to the extent prohibited by applicable Law or any Consent, the City shall grant to the Supplier non-exclusive, timely and in accordance with any agreed schedule, access (as the City is reasonably able to provide) to all necessary areas of the Site on and from the Effective Date and such other non-exclusive access as is necessary or appropriate to perform the Supply and the Supplier's other obligations in accordance with this Agreement.

ARTICLE 11
LIABILITY AND INSURANCE

11.1 Covenants of 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 and charges (including those imposed by statute or otherwise imposed), arising out of or in connection with, or consisting of:
 - (i) any:
 - (A) damage to a Site or any part thereof, or any property whether located at a Site or otherwise, which occurs during the provision of the Supply;
 - (B) any claim by a Subcontractor under the *Builders Lien Act* (British Columbia);
 - (C) damage to the natural environment, including any remediation cost recovery claims;
 - (D) loss or damage arising from a claim by any third party concerning or arising out of the Supply, or by any employee or Subcontractor of the Supplier for any reason;

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- (E) occupational illness, injury or death of any person, whether at a Site or otherwise, which occurs during, or as a result of, the provision of the Supply;
- (F) failure by the Supplier to fully comply with the provisions of this Agreement;
- (G) breach by the Supplier or any Subcontractor of any Law in the course of, or as a result of, the provision of the Supply;
- (H) actual or alleged infringement of any Intellectual Property Rights caused by the provision of the Supply or the use of any process, work, material, matter, thing or method used or supplied by the Supplier or any Subcontractor in the provision of the Supply; or
- (I) breach of the warranties of the Supplier contained herein,

in each case to the extent that it is due to any act, omission or default, or any breach of Law or this Agreement, of the Supplier, a Subcontractor or any Representative of the Supplier or any employee, agent or contractor of any of them; or
- (ii) any defect in a good, work or material provided as part of the Supply or any failure of any such good, work or material to function safely or to satisfy any applicable safety standard.
- (b) Nothing in this Section 11.1 nor 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, including without limitation any liability for:
 - (i) the Supplier's default hereunder or fraud, fraudulent misrepresentation or reckless misconduct in the provision of the Supply; or
 - (ii) any loss or damage flowing from the termination of this Agreement.
- (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 11.1 and the City accepts such appointment.

11.2 Contamination of Lands

Without limiting any other provision hereof or any other remedy available to the City hereunder, the Supplier agrees and covenants that if, at any time during the term or following the expiry of this Agreement, the Site or any other lands affected by the Supply are found to be contaminated or polluted (as determined pursuant to Environmental Laws) as a result of or in connection with the Supply, the Supplier shall forthwith at its sole cost:

- (a) undertake all necessary audits, investigations, tests and surveys to determine the nature and extent of the contamination or pollution;

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- (b) notify the City of the nature and extent of the contamination or pollution and any proposed or required work necessary to control, abate, dissipate or remove (as appropriate) the pollution or contamination as required by Environmental Laws; and
- (c) undertake the work referred to in the foregoing paragraph (b).

11.3 Conduct of Claims

In the event of any claims, statutory fees, costs, charges, penalties (including without limitation any legal costs), contributions, compensations, cost recoveries, expenses or fines being levied or claimed from a person in respect of which an indemnity is provided by the Supplier pursuant to ARTICLE 11, the following provisions shall apply:

- (a) subject to Sections 11.3(b), 11.3(c) and 11.3(d), where it appears that a person is or may be entitled to indemnification from the Supplier in respect of all (but not part only) of the liability arising out of a claim, such person entitled to indemnification may at its sole election and subject to:
 - (i) approval by any relevant insurers (without prejudice to Section 11.3(f)); and
 - (ii) the Supplier providing the party entitled to indemnification with a secured indemnity to its reasonable satisfaction against all costs and expenses (including legal expenses) that it may incur by reason of such action, permit or require the Supplier to dispute the claim on behalf of the person entitled to indemnification at the Supplier's own expense and take conduct of any defence, dispute, compromise, or appeal of the claim and of any incidental negotiations; provided that the person entitled to indemnification shall give the Supplier (provided at the Supplier's cost) all reasonable cooperation, access and assistance for the purposes of considering and resisting such claim;
- (b) with respect to any claim conducted by the Supplier pursuant to Section 11.3(a):
 - (i) the Supplier shall keep the person entitled to indemnification fully informed and consult with it about material elements of the conduct of the claim;
 - (ii) the Supplier shall not bring the name of the person entitled to indemnification (or any Group Member thereof) into disrepute; and
 - (iii) the Supplier shall not pay or settle such claims without the prior consent of the person entitled to indemnification, such consent not to be unreasonably withheld or delayed;
- (c) a person entitled to indemnification shall be free to pay or settle any claim on such terms as it thinks fit (and without prejudice to its rights and remedies under this Agreement) if:
 - (i) the Supplier is not entitled to, or is not permitted or instructed, take conduct of the claim in accordance with Section 11.3(a); or
 - (ii) the Supplier fails to comply in any material respect with the provisions of Sections 11.3(a) or 11.3(b);

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- (d) the person entitled to indemnification pursuant to ARTICLE 11 shall be free at any time to give notice to the Supplier that it is retaining or taking over (as the case may be) the conduct of any defence, dispute, compromise or appeal of any claim (or of any incidental negotiations) to which Section 11.3(a) applies. On receipt of such notice the Supplier shall promptly take all steps necessary to transfer the conduct of such claim to the person entitled to indemnification, and shall provide to the person entitled to indemnification all reasonable co-operation, access and assistance for the purposes of considering and resisting such claim;
- (e) if the Supplier pays to the person entitled to indemnification an amount in respect of an indemnity and the person entitled to indemnification subsequently recovers (whether by payment, discount, credit, saving, relief or other benefit or otherwise) a sum which is directly referable to the fact, matter, event or circumstances giving rise to the claim under the indemnity, the person entitled to indemnification shall forthwith repay to the Supplier whichever is the lesser of:
 - (i) an amount equal to the sum recovered (or the value of the saving or benefit obtained) less any out-of-pocket costs and expenses (including legal expenses) properly incurred by the person entitled to indemnification in recovering the same; and
 - (ii) the amount paid to the person entitled to indemnification by the Supplier in respect of the claim under the relevant indemnity,provided that there shall be no obligation on the part of the person entitled to indemnification to pursue such recovery and that the Supplier is repaid only to the extent that the amount of such recovery aggregated with any sum recovered from the Supplier exceeds any loss sustained by the person entitled to indemnification;
- (f) the Supplier shall inform the person entitled to indemnification of the requirements of any insurer who may have an obligation to provide an indemnity in respect of any liability arising under this Agreement and in relation to such the person entitled to indemnification shall issue instructions accordingly; and
- (g) any person entitled to an indemnity from the Supplier must take all reasonable measures to mitigate any loss, damage or liability that it may suffer in respect of any such matter.

11.4 Insurance

- (a) In addition to those mandatory insurance policies that the Supplier is required to carry by any applicable Laws, the Supplier shall take out and maintain in force, with a reputable insurance company legally authorized to conduct business in British Columbia, during the term of this Agreement and for a period of five years afterwards, commercial general liability insurance with coverage of not less than five million dollars (\$5,000,000) per occurrence and at least five million dollars (\$5,000,000) of annual aggregate coverage endorsing the City as an additional insured on a primary and non-contributory basis and providing a waiver of subrogation in favour of the City.
- (b) The Supplier shall ensure that any Subcontractors also maintain the same insurance as the Supplier, having regard to the obligations under this Agreement which they are contracted to fulfil.
- (c) The Supplier's liabilities under this agreement shall not be deemed to be released or limited by the Supplier taking out the insurance policies referred to in Section 11.4(a).

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- (d) The cost of the insurances arising under this Section 11.4 shall be deemed to be incorporated into the prices specified in Schedule B.
- (e) As a condition precedent to any payment from the City to the Supplier under this Agreement, and as and when reasonably requested by the City, the Supplier shall provide documentary evidence (to the reasonable satisfaction of the City, including by completing the City's standard reporting documents used for this purpose) that the insurances required by this Section 11.4 have been taken out and are being maintained.

**ARTICLE 12
FORCE MAJEURE; TERMINATION**

12.1 Force Majeure

- (a) Neither Party shall be deemed to be in breach of this Agreement or otherwise liable to the other Party in any manner whatsoever for any failure or delay in performing its obligations under this Agreement reasonably due to Force Majeure.
- (b) If either Party's performance of its obligations under this Agreement is affected by an event of Force Majeure, then:
 - (i) it shall give written notice to the other Party, specifying the nature and extent of the event of Force Majeure, within ten days 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 the other Party in respect of extra costs and expenses incurred by virtue of the event of Force Majeure;
 - (iv) the Time(s) for Completion shall be extended to take into account such delay; and
 - (v) within five days of the cessation of any Force Majeure event, the Party affected thereby shall submit a written notice to the other Party, specifying the actual duration of the delay of its obligations caused by the event of Force Majeure and the consequences resulting from such delay, and submit a specific plan to minimize and mitigate those consequences.
- (c) The affected Party shall use all reasonable diligence in accordance with Good Industry Practice to mitigate the cause and the result of an event of Force Majeure and to remedy the situation and resume its obligations under this Agreement, including complying with any instructions from the City, as to how to do so.
- (d) Notwithstanding the obligations of a Party affected by an event of Force Majeure pursuant to Sections 12.1(b) and 12.1(c), if the event of Force Majeure renders it impossible or impractical for the Supplier to provide the Supply in accordance with this Agreement for a period of at least thirty (30) days, the City may terminate this Agreement upon notice delivered to the Supplier at any time following the expiration of such period of thirty (30) days.

12.2 City Suspension and Termination Rights

The City shall have the following rights:

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- (a) The City may order the suspension of all or part of the Supply at any time and for such period as it determines, by notice with immediate effect to the Supplier, in the event of a Safety Incident; and upon receipt of any such notice of suspension, the Supplier shall immediately cease performing the Supply, minimise expenditure and comply with any reasonable instructions of the City relating to such Safety Incident, including any investigations.
- (b) Without prejudice to Section 12.2(a), the City may suspend all or part of the Supply (for such period as it determines) or terminate this Agreement at any time (and for its convenience) upon sixty (60) days' written notice to the Supplier, which shall immediately upon receipt of such notice take all reasonable steps to wind down the performance of the Supply and to minimise expenditure, including complying with any instructions from the City as to how to do so.
- (c) If the City reasonably considers that the Supplier is not discharging any of its material obligations under this Agreement, the City may inform the Supplier by notice stating the grounds for the notice. If evidence of remediation satisfactory to the City, is not received as soon as practicable or in any case within thirty (30) days or such longer period as agreed by the Parties, the City may by a further notice to the Supplier of at least thirty (30) days terminate this Agreement.
- (d) The City may terminate this Agreement with immediate effect if:
 - (i) 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; or
 - (ii) a Change in Control of the Supplier occurs and the City reasonably considers that the Change in Control shall substantively affect the Supplier's ability to perform its obligations under this Agreement.

12.3 Supplier Termination Rights

After giving at least seven days' written notice to the City, the Supplier may terminate this Agreement, or at its discretion and without prejudice to the right to terminate, may suspend or continue suspension of performance of the whole or part of the Supply when:

- (a) Ninety (90) days after the due date for payment of an invoice, it has not received payment of that part which has not by that time been contested in writing by the City and provided always that:
 - (i) the Supplier has issued a notice of reminder to the City following the due date for payment in relation to such unpaid sum; and
 - (ii) the termination notice may not be issued until the expiry of forty-five (45) days following the issue of such reminder notice; or
- (b) the City commits any material or persistent breach(es) of its obligations under this Agreement which render(s) performance by the Supplier of its obligations under this Agreement or a substantial part thereof impossible or significantly adversely affect(s)

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such performance of this Agreement as a whole and further which, remain(s) irremediable after ninety (90) days.

12.4 Consequences of Termination

The following consequences shall apply upon a termination:

- (a) On termination of this Agreement for any reason, the Supplier shall, as soon as reasonably practicable:
 - (i) deliver to the City all work and Documentation produced by or on behalf of the Supplier during the course of performing the Supply;
 - (ii) return (or destroy if otherwise directed by the City in writing) all Confidential Information provided to it for the purposes of this Agreement;
 - (iii) return all of the City's Site access cards, equipment and other items provided under this Agreement, failing which, the City may enter the relevant premises and take possession thereof, and, until any such access cards, equipment and other items have been returned or repossessed, the Supplier shall be solely responsible for its or their safe-keeping;
 - (iv) if so requested by the City, take reasonable steps to assign any Subcontractor contracts to the City and do all things and execute all documents necessary to give effect thereto; and
 - (v) otherwise comply with all reasonable requirements of the City arising from the cessation of the Supply or the continuing development of the Site.
- (b) The Supplier shall be entitled to be paid its reasonable properly incurred costs of compliance with Section 12.4(a) and its reasonable demobilization costs, up to a maximum of \$500.00, in aggregate, save in circumstances in which the City reasonably claims that the termination was a consequence of a Safety Incident or a default by the Supplier in the provision of any part of the Supply, in which case all such costs shall be for the Supplier's own account.
- (c) On termination of this Agreement for any reason, the Supplier shall be entitled to payment for any completed portion of the Supply rendered in full compliance herewith prior to the time of termination, in accordance with Schedule B (Prices for Supply).

12.5 Other Surviving Rights and Liabilities of Parties

- (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 Sections 3.7 and 9.6, ARTICLE 11, Error! Reference source not found., ARTICLE 15 and ARTICLE 17 shall remain in force.

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**ARTICLE 13
ASSIGNMENT AND SUBCONTRACTING**

13.1 Assignment

Neither Party shall assign, transfer, mortgage, charge or deal in any other manner with this Agreement or any of its rights and obligations under or arising out of the Agreement (or any document referred to herein), or purport to take any such action without the prior written consent of the other.

13.2 Subcontracting

- (a) The Supplier shall not subcontract the whole or substantially all of the Supply.
- (b) Without prejudice to the foregoing Section 13.2(a), save in the case of Subcontractor(s) whose role in the provision of the Supply is expressly provided for in the schedules hereto (and only to the extent so provided for), the Supplier may not subcontract any part of the Supply without the City's prior written consent.
- (c) The Supplier shall include in each contract by which it engages a Subcontractor a provision allowing the benefit of such contract to be assigned by the Supplier to the City upon request.
- (d) The Supplier shall not without the written consent of the City (which shall not be unreasonably withheld or delayed) initiate or terminate any contract with a Subcontractor.
- (e) If the Supplier is unable to enter into a contract with a Subcontractor whose role in the provision of the Supply is expressly provided for in the schedules hereto, it shall as soon as reasonably practicable inform the City of the reason for such inability and procure the services of a replacement subcontractor that is acceptable to the City, acting reasonably.
- (f) The Supplier shall be responsible for the acts, defaults or neglect or any omission of each Subcontractor, its employees and agents in all respects as if they were the acts and defaults or neglect or omission of the Supplier its employees or agents themselves.

**ARTICLE 14
INTENTIONALLY DELETED**

**ARTICLE 15
PRIVACY; CONFIDENTIALITY**

15.1 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.

15.2 No Promotion

The Supplier shall not, and shall ensure that its Subcontractors shall not, disclose or promote any relationship with the City, including by means of any oral declarations, announcements, sales

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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.

15.3 Confidentiality Obligations

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 where, in the case of the City, otherwise necessary to pursue the public business of the City (a "Permitted Purpose"), or disclose the Confidential Information in whole or in part to any third party, except as expressly permitted by this ARTICLE 15.

15.4 Disclosure to Representatives

A Party may disclose the other 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 15.

15.5 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 the 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.

15.6 Other Disclosures by the City

The City's obligations under this ARTICLE 15 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 15, 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.

15.7 Interpretation; Enforcement and Survival

- (a) Notwithstanding anything in this ARTICLE 15 to the contrary, nothing in this ARTICLE 15 shall affect the Parties' rights and obligations under Error! Reference source not found..
- (b) The Parties acknowledge that a breach of any of the obligations or provisions contained in this ARTICLE 15 could cause the other Party to suffer loss which may not be adequately compensated for by damages and that the other Party may, in addition to any other remedy or relief, enforce the performance of this Agreement by injunction or specific performance upon application to a court of competent jurisdiction without proof of actual or special damage and notwithstanding that in any particular case damages may be readily quantifiable, and such breaching Party must not plead sufficiency of damages as a defence in the proceeding for such injunctive relief.

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ARTICLE 16
TAXES

16.1 Taxes for Own Accounts

Unless otherwise expressly stated in this Agreement, any Taxes becoming due and payable by either Party pursuant to any applicable Laws 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 Contract Price includes 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.

16.2 Withholding Taxes

- (a) Notwithstanding any other provision to the contrary, if the City determines that it is necessary to satisfy its obligations under any Law relating to Taxes, the City may:
 - (i) withhold an amount from a payment made to the Supplier; and
 - (ii) pay the withheld amount directly to the relevant Competent Authority.
- (b) If an amount withheld in accordance with Section 16.2(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 16.2(a).
- (d) If the City does not withhold an amount under Section 16.2(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 16.2(a)

ARTICLE 17
DISPUTE RESOLUTION

17.1 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.

17.2 Arbitration

In the event that Parties agree to arbitration pursuant to Section 17.1:

- (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

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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;

- (b) 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
- (c) the arbitration shall take place in Vancouver, British Columbia and shall be governed by the laws of British Columbia.

**ARTICLE 18
MISCELLANEOUS**

18.1 Time of the Essence

Time is of the essence of this Agreement, including without limitation in relation to the Time(s) for Completion.

18.2 Costs

Each of the Parties hereto shall pay their 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.

18.3 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 Sections 18.3(a) or 11.1, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Supplier.

18.4 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.

18.5 Amendments and Waiver

Subject to Section 3.9, no modification of or amendment to this Agreement is valid or binding unless set forth in writing and fully executed by both of 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.

18.6 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 a City's Manager or a Supplier's Manager,

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as applicable, or delivered by registered mail, by courier or by electronic transmission (with delivery confirmation or receipt of a reply email effectively acknowledging delivery), addressed to a City's Manager or a Supplier's Manager, as the case may be, or, in each case to such other individual as is designated in writing by the relevant recipient Party (including as designated in writing herein below) at the relevant address or facsimile number listed below:

(i) if to the Supplier:

<Supplier Name>
<address>

Attention: <Name, Title>
Facsimile: <fax #>
Email: <email address>

(ii) if to the City:

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

Attention: Category Manager
Facsimile: 604-873-7057

or 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 9.3 or as otherwise specified in the relevant City purchase order.

(b) Any order, demand, notice or other communication given (and, in the case of electronic transmission, confirmed or acknowledged) in accordance with Section 18.6(a) shall be conclusively deemed to have been given:

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

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

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

Notwithstanding the foregoing, if the Party giving any demand, notice or other communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such demand, notice or other communication must not be mailed but must be given by personal delivery, courier or electronic transmission.

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18.7 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 17; and
 - (ii) to the extent necessary to enforce, in another jurisdiction, any decision or award made pursuant to ARTICLE 17 or any judgment of any court in the Province of British Columbia.

18.8 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.

18.9 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.

18.10 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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18.11 Independent Legal Advice

THE SUPPLIER ACKNOWLEDGES THAT THE SUPPLIER HAS BEEN GIVEN THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE BEFORE EXECUTING THIS AGREEMENT.

18.12 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.

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

Print Name and Title

Signature

Date

Print Name and Title

CITY OF VANCOUVER

Signature

Date

Print Name and Title

Signature

Date

Print Name and Title

REQUEST FOR PROPOSALS NO. PS20170774
MAINTENANCE & REPAIRS OF CITYWIDE ELEVATING DEVICES
PART D - FORM OF AGREEMENT

SCHEDULE A -
SCOPE OF GOODS AND SERVICES

TO BE COMPLETED AT THE TIME OF CONTRACT AWARD

The Supplier will provide the following services, consistent with the services described in the Proposal and the RFP and in accordance with the requirements of this Agreement:

SAMPLE

REQUEST FOR PROPOSALS NO. PS20170774
MAINTENANCE & REPAIRS OF CITYWIDE ELEVATING DEVICES
PART D - FORM OF AGREEMENT

SCHEDULE B -
PRICES FOR SUPPLY

TO BE COMPLETED AT THE TIME OF CONTRACT AWARD

SAMPLE

REQUEST FOR PROPOSALS NO. PS20170774
MAINTENANCE & REPAIRS OF CITYWIDE ELEVATING DEVICES
PART D - FORM OF AGREEMENT

SCHEDULE C -
ITEMS TO BE PROVIDED BY THE CITY
TO BE COMPLETED AT THE TIME OF CONTRACT AWARD

SAMPLE

REQUEST FOR PROPOSALS NO. PS20170774
MAINTENANCE & REPAIRS OF CITYWIDE ELEVATING DEVICES
PART D - FORM OF AGREEMENT

SCHEDULE D -
SPECIFIC DELIVERABLES

TO BE COMPLETED AT THE TIME OF CONTRACT AWARD

SAMPLE

REQUEST FOR PROPOSALS NO. PS20170774
MAINTENANCE & REPAIRS OF CITYWIDE ELEVATING DEVICES
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SCHEDULE E -
TIME SCHEDULE FOR SUPPLY

TO BE COMPLETED AT THE TIME OF CONTRACT AWARD

SAMPLE

REQUEST FOR PROPOSALS NO. PS20170774
MAINTENANCE & REPAIRS OF CITYWIDE ELEVATING DEVICES
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SCHEDULE F -
INTENTIONALLY DELETED

SAMPLE

REQUEST FOR PROPOSALS NO. PS20170774
MAINTENANCE & REPAIRS OF CITYWIDE ELEVATING DEVICES
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SCHEDULE G -
INTENTIONALLY DELETED

SAMPLE

REQUEST FOR PROPOSALS NO. PS20170774
MAINTENANCE & REPAIRS OF CITYWIDE ELEVATING DEVICES
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SCHEDULE H -
CITY POLICIES

TO BE ATTACHED AT THE TIME OF CONTRACT AWARD

SAMPLE

REQUEST FOR PROPOSALS NO. PS20170774
MAINTENANCE & REPAIRS OF CITYWIDE ELEVATING DEVICES
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SCHEDULE I -
KEY PROJECT PERSONNEL

TO BE COMPLETED AT THE TIME OF CONTRACT AWARD

SAMPLE

REQUEST FOR PROPOSALS NO. PS20170774
MAINTENANCE & REPAIRS OF CITYWIDE ELEVATING DEVICES
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SCHEDULE J -
SITE

TO BE COMPLETED AT THE TIME OF CONTRACT AWARD

SAMPLE

REQUEST FOR PROPOSALS NO. PS20170774
MAINTENANCE & REPAIRS OF CITYWIDE ELEVATING DEVICES
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SCHEDULE K -
FORM OF LETTER AGREEMENT

[Date]

<Supplier Name and Address>

Dear Sir or Madam,

Re: Agreement based upon the Supply Agreement between <Supplier Name> and City of Vancouver dated <DATE> (the "Base Agreement")

The purpose of this letter agreement (this "Agreement") is to set out the terms and conditions upon which <Supplier Name> (the "Supplier") shall supply <Describe> to [Name of Other City Entity] (the "Purchaser").

Please have a duly authorized representative of the Supplier execute this Agreement and return one copy to the Purchaser.

1. Application of Base Agreement

The Supplier shall supply <Describe> to the Purchaser at the price(s) and otherwise pursuant to the terms and conditions stated in the Base Agreement, as though each reference to the City of Vancouver or the "City" in the Base Agreement were instead a reference to the Purchaser, with the exceptions stated in the following Section 2.

2. Variations from the Base Agreement

- (a) The Supplier's invoices to the Purchaser shall be submitted to the following mailing and/or email addresses, rather than the addresses stated in Section 9.3 of the Base Agreement: [Address]. The Purchaser's contact information for purposes of the application of Section 18.6 of the Base Agreement shall be the following in lieu of the City of Vancouver address, contact name and facsimile number stated in the Base Agreement: [Address, Contact Name and Fax number]
- (b) Section 3.1(e) of the Base Agreement shall be excluded from the agreement between the Supplier and the Purchaser.

3. Miscellaneous

- (a) This Agreement shall terminate upon the expiry or termination of the Base Agreement.
- (b) This Agreement is governed by and must be construed in accordance with the laws of the Province of British Columbia.
- (c) 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. 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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MAINTENANCE & REPAIRS OF CITYWIDE ELEVATING DEVICES
PART D - FORM OF AGREEMENT

Yours truly,

[Name and Title of Other City Entity
Signatory]

Accepted and agreed on behalf of <Supplier Name>:

Signed: _____

Date: _____

Name: _____

Title: _____

SAMPLE