



REQUEST FOR PROPOSALS

SUPPLY AND MAINTENANCE OF SEWAGE HEAT RECOVERY HEAT PUMP RFP

RFP No. PS20190748

Issue Date: August 16, 2019

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

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SUPPLY AND MAINTENANCE OF SEWAGE HEAT RECOVERY HEAT PUMP RFP
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PART A - INFORMATION AND INSTRUCTIONS

SUMMARY

The City is looking to procure a fully packaged sewage heat recovery heat pump that will achieve the largest possible thermal output capacity within the existing space in False Creek Energy Centre (FCEC) while still maintaining optimal efficiencies and requisite equipment clearances. The unit will require technical assistance for the supply, assembly, installation, commissioning, start-up and maintenance. All work must comply with all Technical Safety BC (TSBC) standards and codes. More importantly, the City expects timely delivery of the heat pump in accordance with the City's target commissioning date of March 1, 2021 and duration from contract award to commissioning should not exceed 16 months.

Details of the City's objectives and requirements to which the RFP relates are set out in Part B of the RFP. The City invites proposals from Proponents ("Proposals") that are responsive to this RFP, but will consider innovative or novel approaches to the City's objectives and requirements.

PART A - INFORMATION AND INSTRUCTIONS

1.0 THE RFP

1.0 Except where expressly stated otherwise in Appendix 1 of Part C of the Request for Proposals ("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.

1.1 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.

1.2 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 8.3 below, among others.

1.3 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 before the Closing Time. 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 Part C - Form of Proposal.

1.4 The execution of an Agreement may be contingent on funding being approved, and the relevant Proposal being approved, by the Vancouver City Council.

1.5 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) 0 - SCOPE OF WORK: This part describes the subject matter of the RFP, in respect of which the City invites Proposals.

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- (c) PART C - FORM OF PROPOSAL: This is the form in which the Proposal should be submitted.
- (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 VALIDITY OF PROPOSALS

2.1 Any Proposal not withdrawn in accordance herewith will be irrevocable for 120 days after the Closing Time or until the date the Supply and Maintenance Agreement is fully executed by the Proponent, if earlier, unless a Proponent and the City agree to a different time period. Submission of a Proposal gives the City the irrevocable right to require the Proponent to execute the Supply and Maintenance Agreement and perform the Work.

3.0 KEY DATES

3.1 Potential Proponents should note the following key dates:

Event	Time and Date
Deadline for sending registration forms for Information Meeting	September 4, 2019
Information Meeting	September 5, 2019 at 10:00 a.m.
Deadline for Enquiries	September 19, 2019
Closing Time	September 26, 2019 at 3:00 p.m.

3.2 All references to time in the RFP are references to the time in the City of Vancouver, as indicated in the electronic timestamp the Proposal receives upon delivery to the email address specified herein, which is in turn synchronized to Network Time Protocol (NTP) provided by the National Research Council of Canada adjusted to local Pacific Time Zone.

4.0 CONTACT PERSON

4.1 All enquiries regarding the RFP must be addressed to:

Donabella Bersabal
donabella.bersabal@vancouver.ca

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

4.3 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.

5.0 SUBMISSION OF PROPOSALS

5.1 Proponents should submit their Proposals on or before the time and date specified in the bottom row of the table in Section 3.1 above (the “Closing Time”).

5.2 Each Proponent should submit its Proposal by email in accordance with the following:

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- Subject of the file to be: PS# - Title - Vendor name.
 - Document format for submissions:
 - RFP Part C in PDF format - 1 combined PDF file,
 - Appendix 6 (pricing tab) in Excel format, and;
 - Any other attachments if necessary
 - Zip the files to reduce the size or email separately if needed.
 - Send your submissions to Bids@vancouver.ca; do not deliver a physical copy to the City of Vancouver.
 - If you did not receive an automated email within few minutes, check your junk folder first, and then contact Purchasing@vancouver.ca.
 - Submitting the files via Drop box, FTP, or similar programs, is not acceptable.
- 5.3 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.
- 5.4 Amendments to a Proposal may be submitted via the same methods, at any time prior to the Closing Time.
- 5.5 Proposals are revocable and may be withdrawn at any time before or after the Closing Time.
- 5.6 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.
- 5.7 Unnecessarily elaborate Proposals are discouraged. Proposals should be limited to the items specified in 0 of the RFP.
- 5.8 The City is willing to consider any Proposal from two or more Proponents that wish to form a consortium for the purpose of responding 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.
- 5.9 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.
- 6.0 CHANGES TO THE RFP AND FURTHER INFORMATION
- 6.1 The City may amend the RFP or make additions to it at any time.
- 6.2 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.

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- 6.3 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 4.2.
- 6.4 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:
- Date: as specified in Section 3.1 above.
- Time: as specified in Section 3.1 above.
- Location: False Creek Energy Centre, 1890 Spyglass Place, Vancouver, British Columbia
- 6.5 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.
- 6.6 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 donabella.bersabal@vancouver.ca, on or before the time and date specified in Section 3.1 above.
- 6.7 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 6.1 above.][NOTE: Delete Sections 6.3-6.7 if there will not be an information meeting.
- 7.0 PROPOSED TERM OF ENGAGEMENT
- 7.1 The term of any Agreement is expected to be a 10-year period.
- 8.0 PRICING
- 8.1 All prices quoted in any Proposal are to be exclusive of applicable sales taxes calculated upon such prices, but inclusive of all other costs.
- 8.2 Prices must be quoted in Canadian currency and fixed prices must be quoted for the full term of the Proponent’s proposed agreement.
- 8.3 Prices are to be quoted CIP, destination (Incoterms, 2010). For the avoidance of doubt, freight, insurance, unloading at the destination designated by the City, import duties, brokerage, royalties, handling, overhead, profit and all other similar costs are to be included in quoted prices.
- 9.0 EVALUATION OF PROPOSALS
- 9.1 The City may open or decline to open Proposals in such manner and at such times and places as are determined by the City.
- 9.2 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. Details of the evaluation criteria are in Part B of this RFP.
- 9.3 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,

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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.

- 9.4 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.
- 9.5 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.
- 9.6 The City may also require that any proposed subcontractors undergo evaluation by the City.
- 9.7 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 scope of work 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.
- 10.0 CITY POLICIES
- 10.1 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.
- 10.2 The City's Alcohol, Controlled Drugs and Medications Policy applies to all contractors doing work on behalf of the City and can be found at <https://policy.vancouver.ca/ADMIN011.pdf>. The policy is intended to set expectations regarding the use of alcohol, medication and controlled drugs that may render an employee unfit for work, impair performance or cause risk of harm to health and safety. The successful Proponent will be required to ensure compliance with the policy by its employees when doing work for the City.
- 11.0 LIVING WAGE EMPLOYER
- 11.1 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

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leased properties to pay employees who perform those services on City property a Living Wage as calculated by the Living Wage for Families Campaign. Please see the Living Wage for Families Campaign website for the current Living Wage for Vancouver:

http://www.livingwageforfamilies.ca/living_wages_in_bc_and_canada

The Living Wage 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 0 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.

12.0 CERTAIN APPLICABLE LEGISLATION

- 12.1 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.
- 12.2 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.

13.0 LEGAL TERMS AND CONDITIONS

- 13.1 The legal obligations of a Proponent that will arise upon the submission of its Proposal are stated in this Error! Reference source not found. 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 SUPPLY CHAIN MANAGEMENT
Supply Chain Management

RE: REQUEST FOR PROPOSALS NO. PS20190748, SUPPLY AND MAINTENANCE OF SEWAGE HEAT RECOVERY HEAT PUMP

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:

Donabella Bersabal
City of Vancouver
Email: donabella.bersabal@vancouver.ca

Proponent's Name: _____

Address: _____

Key Contact Person: _____

Telephone: _____ Fax: _____

E-mail: _____

Our company WILL / WILL NOT attend the information meeting for Request for Proposals No. PS20190748, Supply and Maintenance of Sewage Heat Recovery Heat Pump.

Signature

Name of Signatory

E-mail Address

Date

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PART B - CITY REQUIREMENTS

PART B - SCOPE OF WORK

The scope of work stated in this 0 (collectively, the “Scope of Work”) is current as of the date hereof, but may change or be refined in the course of the evaluation of Proposals or otherwise.

1.0 BACKGROUND

- 1.1 The City of Vancouver (the City) created the False Creek Neighbourhood Energy Utility (NEU) in 2010 to service all new developments in the Southeast False Creek and Great Northern Way Campus Lands area with low-carbon thermal energy for space heating and domestic hot-water. In February 2018, City Council approved expansion of the utility into the areas of Lower Main, Northeast False Creek (NEFC), the future New St. Paul’s Hospital and False Creek Flats.
- 1.2 Currently, the False Creek Energy Centre (FCEC) generates energy for the NEU through a combination of sewage waste heat recovery heat pumps (2 x 1.6 MW thermal output capacity) and natural gas boilers (1 x 8 MW and 4 x 4 MW thermal output capacity). One of the NEU targets is to generate and deliver a minimum of 70% low carbon energy to connected buildings. With the system continuously growing and the addition of new building connections every year, it has become necessary to increase the capacity of low carbon energy generation at the FCEC. While new low carbon projects are in the process of being brought online, the City is using renewable natural gas in the interim to meet low carbon energy targets.
- 1.3 In the original design of FCEC, physical space was left in the plant for the installation of additional low carbon capacity. After conducting a comprehensive review of heat sourcing options, the City has selected sewage heat recovery as the technology to be used in the upcoming expansion.

2.0 REQUIREMENTS

- 2.1 The Proponent is to propose a sewage-fed heat pump that achieves the largest possible thermal output capacity within the existing space in FCEC while still maintaining optimal efficiencies and requisite equipment clearances.
- 2.2 The heat pump will be designed to continuously generate minimum 5 MW thermal output in the form of hot water at full capacity and performance will be guaranteed through shop and site testing. The City’s preference is to maximize the amount of low carbon in the space available.
- 2.3 Through this RFP, the City seeks to realize best value through
 - Supply, delivery, assembly, installation and commissioning of a minimum 5 MW sewage heat recovery unit with maximum overall efficiency and reliability at lowest total cost;
 - Timely delivery of the heat pump in accordance with the City’s target system commissioning date of March 1, 2021 and duration from contract award to commissioning should not exceed 16 months;
 - Designed to fit into the constraints of the space available at FCEC which includes but is not limited to physical space constraints;
 - Superior locally-based customer service with guaranteed service levels post-commissioning, with quick service response times to address operating issues, and regular preventative maintenance of the heat pump system;
 - Training for the unit operations, both initial and ongoing, for operators, administrators and managers.
- 2.4 A detailed description of these Requirements can be found in the Performance Specifications Section 11510 and Section 01330 as prepared by KWL (the “Owner’s Engineer”) and incorporated by reference to this RFP.

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 PART B - CITY REQUIREMENTS

3.0 PROPOSAL EVALUATION

3.1 Notwithstanding Section 8.0 of Part A of this RFP, the City will form a team of evaluators who will review each proposal and put a score based on the weighting provided below:

Evaluation Criteria	Weighting	Ref. section
Commercial Proposal <ul style="list-style-type: none"> • Supply, installation, delivery and commissioning costs • 10-year maintenance contract value 	40%	Appendix 6
Proponent Qualifications <ul style="list-style-type: none"> • Executive Summary • Expertise & Experience • Project Team • Work Plan • Innovation 	15%	Appendix 2, 7, 11
Technical Requirements <ul style="list-style-type: none"> • Maximum Capacity • Efficiency 	40%	Appendix 3, 4
Sustainability	5%	Appendix 5
TOTAL	100%	

3.2 Evaluation criteria - The City will evaluate Proposals based on how well the Proponent addresses each requirement. Some specific requirements are:

3.2.1 Financial criteria includes but not limited to:

- a. The City would like to receive the best value for the scope of work as outlined in the RFP.
- b. This will include both the capital costs and the value of the 10 year maintenance contract. The Proponent is required to meet all Specifications.

3.2.2 Proponent Qualifications include but not limited to:

- a. The Proponent should have a minimum of 10 years' experience supplying and installing industrial scale heat pumps.
- b. The Proponent should have a detailed plan for meeting the City's target commissioning completion date of March 1, 2021, with maximum project duration of 16 months. Proponents are encouraged to propose a shorter schedule, if equipment lead times allow.
- c. The City welcomes and values Proposals that include innovative or novel approaches.

3.2.3 Technical Requirements include but not limited to:

- a. Due to system constraints, the heat pump is required to operate under a variety of design conditions. As such, the heat pump will be required to meet the following conditions, with preference given to solutions that exceed these requirements:
 - Minimum heat pump output of 5 MW at full capacity;
 - Minimum condenser outlet temperature of 65°C;

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- Ability to turn down 25% of full thermal output (i.e. 1.25 MW for a 5 MW total thermal output);
 - Maximum Coefficient of Performance (COP)
 - Performance will be validated with a Site Test, subject to the conditions outlined in *Test Specifications and Procedures; Shortfalls*
- b. The scenarios to be evaluated and the corresponding formula to calculate the evaluated values as follows:
- Maximum Capacity = A
 - Efficiency = average of B,C,D,E and F

% of condenser Nominal Flow	Condenser Inlet Temp, C	Condenser Outlet Temp, C	Condenser Output, kW (Proponent to Complete)	Evaporator Inlet Temperature, C	COP (Proponent to Complete)
Refrigerant R-134a; no VFD					
100%	50	65		21	B
100%	50	65		18	C
100%	50	65	A	12	D
75%	50	65		18	E
50%	50	65		18	F

3.2.4 Sustainability

- a. The City of Vancouver is committed to promoting environmental sustainability through assessment of environmental impact and sustainability of goods and services provided by the Proponent. Preference will be given to Proponents ability to demonstrate leadership and innovation in sustainability.
- b. The Proponent will be responsible for submitting Appendix 5 - Social and Environmental Sustainability at the time of the RFP and ever year thereafter for the duration of this contract. The Proponent will be responsible for obtaining this information from third-parties as needed, if required, including but not limited to material suppliers, manufacturers and product transport entities.

4.0 TECHNICAL DOCUMENTS, DRAWINGS AND REFERENCES

- 4.1 The following technical documents, drawings and other references are incorporated in this RFP by reference and can be accessed through the City’s FTP site:

FTP login details:

To access the site, use your web browser and go to: <https://webtransfer.vancouver.ca/>

The user ID is: PS20190748DL@coveftp01

The password is: [HSUWhtUb](#) (The password is case sensitive.)

a. List of Specifications

1. Section 11510 Heat Pump Specifications
2. Section 01330 Submittal Requirements
3. Service Level Specifications
4. Test Specifications and Procedures; Shortfalls

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PART B - CITY REQUIREMENTS

b. List of Record Drawings

1. FCEC as-built drawings in PDF
 - i. Architectural
 - ii. Civil
 - iii. Electrical (note these drawings are in the process of being updated to reflect the latest electrical upgrades to the plant)
 - iv. Instrumentation
 - v. Mechanical
 - vi. Piping
 - vii. Process
 - viii. Structural

c. Supporting Documents:

1. Sewage Quality Test Reports
2. Indicative concepts from the FCEC Low Carbon Heat Generation Expansion Engineering Study by KWL
Note: The intent of this study was to assess the feasibility of the low carbon heat generation expansion and to develop potential concepts. KWL developed two concepts used to determine the plant upgrades required and to estimate costs. The makes and models of sewage heat pumps used in these two concepts are indicative only. Other makes and models that comply with the requirements in the Performance Specifications can be submitted and will be evaluated by the City.

d. Information and data to be provided to the successful Proponent after contract is signed:

1. FCEC as-built drawings in CAD format

Note: These drawings are for reference only and should not be relied upon for accuracy and completeness as changes may have occurred over time. The Proponent is responsible for verifying the measurements and any inferences drawn from information provided in the drawings.

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PART C - FORM OF PROPOSAL

PART C - FORM OF PROPOSAL

RFP No. **PS20190748, Supply and Maintenance of Sewage Heat Recovery Heat Pump** (the "RFP")

Proponent's Full Legal Name: _____
"Proponent"

Address: _____

Jurisdiction 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

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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 Proponent Qualifications
- APPENDIX 3 Heat Pump System Supply Schedule
- APPENDIX 4 Technical Submittals and Data Tables
- APPENDIX 5 Sustainability
- APPENDIX 6 Commercial Proposal
- APPENDIX 7 Proponents References
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APPENDIX 1
LEGAL TERMS AND CONDITIONS OF RFP

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 Error! Reference source not found. 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.

1 DEFINITIONS

In this Error! Reference source not found., 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 Error! Reference source not found.), 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. PS20190748, as amended from time to time and including all addenda.

2 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 6, 7.2 and 9 of this Error! Reference source not found., 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.

3 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

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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.

4 EVALUATION OF PROPOSALS

4.1 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.

4.2 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.

4.3 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 5 of this Error! Reference source not found., the City will have no liability to the Proponent as a result of such discussions, negotiations or changes.

4.4 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.

5 PROTECTION OF CITY AGAINST LAWSUITS

5.1 Release by the Proponent

Except only and to the extent that the City is in breach of Section 7.2 of this Error! Reference source not found., 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));

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- (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.

5.2 Indemnity by the Proponent

Except only and to the extent that the City breaches Section 7.2 of this Error! Reference source not found., 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.

5.3 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 7.2 of this Error! Reference source not found.), 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.

6 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 6 or Section 7.2 of this Error! Reference source not found., 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 5 of this Error! Reference source not found. 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.

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7 PROTECTION AND OWNERSHIP OF INFORMATION

7.1 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.

7.2 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.

7.3 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.

8 NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING

8.1 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 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 in accordance with the form set out in Part C - Appendix 11.
- (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 in accordance with the form set out in Part C - Appendix 11.

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8.2 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 in accordance with the form set out in Part C - Appendix 11.

8.3 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 in accordance with the form set out in Part C - Appendix 11.

8.4 Declaration as to No 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, except as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Proposal in accordance with the form set out in Part C - Appendix 11.

9 GENERAL

- (a) All of the terms of this Error! Reference source not found. 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 Error! Reference source not found. will not affect the validity or enforceability of any other provision of this Error! Reference source not found., 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.

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APPENDIX 2
PROPONENT QUALIFICATIONS

Complete this Appendix 2 - Proponent Qualifications in the form set out below or, alternatively attach a separate brief Proponent Qualifications section organized in the same manner and in the same order as the items below and containing all of the requested information.

Executive Summary

Provide a brief (no more than 1 page long) executive summary of your Proposal.

Expertise & Experience

Provide a description of the Proponent's company, purpose and history of successes. The Proponent should have a minimum of 10 years' experience supplying and installing industrial scale heat pumps.

If the Proponent intends to engage subcontractors to perform the work, identify all subcontractors and provide the organizational relationship between the Proponent and the subcontractor/s. For each subcontractor, complete Appendix 11 of this Part C.

The following information from the Proponent are mandatory:

- Evidence of experience with supply, installation and maintenance of industrial scale sewage heat recovery heat pumps
- Evidence of experience with supply, installation and maintenance other types of industrial scale water-to-water heat pumps
- Letter of endorsement from a reputable financial institution/insurance organization evidencing capability to provide insurance for the duration of the agreement based on the insurance coverage requirement stated in Section 23 of Part D - Form of Agreement and manage various sub-contractors for the entire duration of the project
- History of any litigation or claims made against the Proponent, or made by the Proponent against the City, during the three (3) years previous to the Closing Time.

Project Team

In the space below, identify and provide professional biographical information for the key personnel that would perform the Proponent's work, including those of the primary Subcontractors that would perform the Proponent's work, outlining their intended roles in meeting the Requirements. Indicate if proposed key personnel were involved in any of the projects mentioned in the previous section, Expertise and Experience.

Attach to this Form of Proposal as an additional Appendix a complete organization chart, as it relates to this project, identifying all roles and areas of responsibility and resumes of key personnel.

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Work Plan

Detail the process by which the Proponent proposes to undertake the work, including a timeline in the form of a Gantt Chart to illustrate work that will be performed.

The Proponent's work plan should clearly demonstrate:

- Understanding of the overall scope of work;
- Detailed plan to deliver the work that takes into account lead time of key equipment, including meeting the March 1, 2021 commissioning date;
- A commissioning plan that will ensure successful commissioning;
- An operations and maintenance plan to meet the Requirements as outlined in this RFP, including details on the Warranty plan offered as per the optional scope; and
- An approach for integrating the controls system of the heat pump into the existing plant control system.

It is expected that the Proposal will meet all the Requirements listed in Part B of the RFP as appropriate. For any deviations, provide sufficient information and rationale to justify the deviations. The City reserves the right to accept or decline the proposed deviations.

Innovation

Notwithstanding any other provision hereof, the City welcomes Proposals respecting innovative and/or alternative solutions to the City's objectives and requirements and may consider value-creating Proposals that derogate from the Requirements. Proponents should articulate any pricing impact of the alternate solution(s) provided. The alternate solution should be submitted as a separate and additional Proposal.

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APPENDIX 3
HEAT PUMP SYSTEM SUPPLY SCHEDULE

Complete the following table, noting milestone dates in number of weeks following contract award for supply of the Heat Pump System.

Description	Number of Weeks following Effective Date of Contract
Submission of contract award submittals	
Submission of shipment submittals	
Factory testing (if applicable)	
Transit time	
Delivery to site	
Commissioning	
Submission of commissioning submittals	
Operator training	
Submission of closeout submittals	

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APPENDIX 4
TECHNICAL SUBMITTALS AND DATA TABLES

Refer to Section 01330 - Submittal Requirements. The Proponent is required to submit all submittals listed in Section 1.9 - Tender Submittals as part of their technical proposal.

The Proponent is required to complete all Tables 1, 2, 3(if applicable) and 4 found in the Excel spreadsheet.

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APPENDIX 5
SUSTAINABILITY

Social and Environmental Sustainability

As part of the City’s Corporate Procurement Policy and related Supplier Code of Conduct described in Appendix 9 of Part C, 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 3.0 of Part B. As per the reporting requirements outlined in Section 3.2.2 of Part B, the Proponent will be required to submit this Appendix annually to the City of Vancouver. If some of this information requires information from external parties (i.e. manufacturer, transport company, etc.), the Proponent is still responsible for asking for and reporting on this information. These reports will assist the City in assessing future extension of this contract.

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.

A. Social Sustainability

EMPLOYMENT EQUITY

1. Do you have a workforce diversity and inclusion policy or program? Y/N
 - a. If yes, please describe

2. Do you regularly conduct an “employee equity survey” which collects data on workforce diversity? Y/N
 - a. If yes, how frequently
 - b. If no, do you track/monitor your workforce diversity using other means? Please describe

3. Do you hire from Workforce Development and/or Skill Training programs, including pre-employment support, apprenticeships or ongoing employment support, for people who are under-represented and/or face barriers to traditional employment (such as Indigenous persons, youth, youth at risk, older workers, survivors of violence, abuse, mental health and/or homelessness)? Y/N
 - a. If yes, please describe

Category of Partnership Organizations	Name of the Partnership Organization(s)
Indigenous Peoples	
Women	
Ethno-Cultural Peoples	
People with Disabilities	
LGBTQ2+	
Youth/Seniors	
Other	

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SUPPLY CHAIN PRACTICES - FAIR LABOUR AND WORKPLACE PRACTICES

1. Does your company know the location of 100 percent of the factories/facilities that produce the goods(s) being supplied? Y/N
2. Are you able to provide the City with a list of factory locations (City and Country at a minimum) for good(s) being supplied? Y/N
3. Does your company have a documented Supplier Code of Conduct that sets internationally recognized minimum labour standards that you expect your suppliers to meet when manufacturing goods produced and/or distributed by your company? Y/N

If yes, please attach.

4. Do you have a Supplier Diversity program to include/consider equity-seeking businesses as your vendors/suppliers/sub-contractors? Y/N
 - a. If yes, please provide more information

SUPPLIER AND WORKFORCE DIVERSITY

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

In the space below, indicate the vendor's company profile with regards to social value and economic inclusion including recognized certifications and/or if owned/controlled by an equity-seeking demographic (including but not limited to non-profit, cooperative, Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ2+ people).

Majority owned/controlled/ by:	Social / Environmental Certifications
<input type="checkbox"/> Women <input type="checkbox"/> Indigenous Peoples <input type="checkbox"/> Non-Profit/Charity (Social Enterprise) <input type="checkbox"/> Coop <input type="checkbox"/> Community Contribution Corporation (3C/CCC) <input type="checkbox"/> Ethno-cultural Persons <input type="checkbox"/> People with Disabilities <input type="checkbox"/> LGBTQ2+ <input type="checkbox"/> Other: please indicate	<input type="checkbox"/> BCorp <input type="checkbox"/> BuySocial <input type="checkbox"/> Supplier Diversity Certification <input type="checkbox"/> Fairtrade <input type="checkbox"/> Green Business Certification (ie. LEED, ClimateSmart) <input type="checkbox"/> ISO14001 <input type="checkbox"/> Other: please indicate

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As best known, in the space below, indicate the vendor’s company profile with regards to economic inclusion supporting employment equity, diversity, inclusion and reconciliation by an equity-seeking demographic (including but not limited to non-profit, cooperative, Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ2+ people). *Confidential & for information only*

<p><u>Overall Workforce Diversity:</u></p> <ul style="list-style-type: none"> % Women % Indigenous Peoples % Ethno-cultural People % People with Disabilities % LGBTQ2+ % Other: please indicate 	<p><u>Leadership/Management/Executive Workforce Diversity:</u></p> <ul style="list-style-type: none"> % Women % Indigenous Peoples % Ethno-cultural People % People with Disabilities % LGBTQ2+ % Other: please indicate
--	--

B. Environmental Sustainability

City of Vancouver is committed to being the Greenest City and values the environmental impact and sustainability of proponents in addition to the goods or services offered with regards to Healthy Ecosystems (minimizing pollution/toxicity, conserving natural resources, and regenerating ecological; local food; clean water / water consumption), Zero Waste (reducing and/or diverting), Zero Carbon (reducing/eliminating greenhouse gases).

ENVIRONMENTAL OPERATIONS

1. For the following, please indicate those you track and/or report. The scope should include all the extraction, transport and manufacturing associated with production of this product.

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	Policy (if Y, please attach)	Track	Annual	Report
GHG Emissions	<input type="checkbox"/>	<input type="checkbox"/>	tCO2e	<input type="checkbox"/>
Energy usage	<input type="checkbox"/>	<input type="checkbox"/>	MWh	<input type="checkbox"/>
Water usage	<input type="checkbox"/>	<input type="checkbox"/>	m ³	<input type="checkbox"/>
-what % is recycled water	<input type="checkbox"/>	<input type="checkbox"/>	%	<input type="checkbox"/>
-what % is treated and discharged	<input type="checkbox"/>	<input type="checkbox"/>	%	<input type="checkbox"/>
Generation/recycling/reduction of solid waste	<input type="checkbox"/>	<input type="checkbox"/>	tonnes	<input type="checkbox"/>
Generation/recycling/reduction of hazardous material	<input type="checkbox"/>	<input type="checkbox"/>	tonnes	<input type="checkbox"/>
Any hazardous/toxic air or water emissions. Enter items below: - - -	<input type="checkbox"/>	<input type="checkbox"/>	ppm	<input type="checkbox"/>
Other:	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

- a. If reporting, please indicate to whom or where
- Government(s)/Agencies
 - Industry Association(s) ie. "industry-wide environmental product declaration"
 - CDP
 - Global certification system ie. World Business Council for Sustainable Development
 - Other(s) ie. Concrete Sustainability Council
- b. Do you request/require your supply chain to track and report any of the above? Y/N, explain
2. Has your company achieved (or is it committed to) any of the following activities? Check all that apply and provide details/targets/goals
- Increase renewable energy sources and/or reduce the company's overall energy usage
 - Reduced carbon use, GHG emissions or use of ozone depleting substances
 - Implemented initiatives to reduce waste at the source or divert the waste from landfills/incineration
 - Recycled water or other water recovery systems to reduce the use of potable water
 - Responsibly disposed of all hazardous waste generated from production.
 - 2030 Sustainable Development Goals of the United Nations
 - Other: include an explanation of any on-going efforts or plans that the vendors has, or steps that it has taken in the past to address climate change and reduce environmental impact
 -

If yes to any of the above, please provide details (ie targets, actions):
 Timeframe should be in the next 5years.

Do you engage with your supply chain on any above noted issues? Y/N, explain

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ENVIRONMENTALLY PREFERABLE PRODUCTS

1. Indicate in the table below the percentage of pre-consumer recycled content and post-consumer waste recycled content (PCW) present in the materials used.

Primary Material (s) Ex. Steel, copper, plastics, etc.	Percent pre-consumer recycled content	Percent post-consumer recycled content (PCW)

2. Indicate whether the good(s) contain any substances of concern or create any substances of concern in their manufacture, use or disposal. The following are substances of concern to the City due to their adverse effects on the environment including human, plant and animal health. Good(s) offered should:
- not contain “persistent bioaccumulative and toxic” (PBT) chemicals such as hexachlorobenzene, DDT, PCBs, mercury, etc). See <http://www.epa.gov/pbt/pubs/cheminfo.htm> for more information;
 - not contain heavy metals of concern such as lead, mercury, nickel, cadmium, etc.; and
 - not create dioxins during their manufacture, use or disposal.
3. Please describe any additional environmentally preferable attributes of the good(s) offered.

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APPENDIX 6
COMMERCIAL PROPOSAL

Complete this Appendix 6 - Commercial Proposal in the form set out below.

Proponent to provide proposed pricing and payment terms, which should be in accordance with Part A, Section 7.1 of the RFP (as well as any other sections of the RFP imposing requirements as to pricing).

When submitting its Proposal by email, please ensure Appendix 6 - Commercial Proposal is provided as a separate file, formatted as an Excel file, to the entire Proposal.

By colouring 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 10.2 of Part A and in the Form of Agreement attached hereto as Part D.

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**APPENDIX 7
PROponents REFERENCES**

Complete this Appendix 7 - Proponents References in the form set out below with references that are relevant to the Scope of Work set out in this RFP.

Provide examples of successful projects. Indicate the status of the projects, whether they were implemented or built, as well as the involvement and work performed by the team members.

Client Name # 1	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Project Name and Summary - please provide details of the project such as scope, challenges, and outcomes.	

Client Name # 2	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Project Name and Summary - please provide details of the project such as scope, challenges, and outcomes.	

Client Name # 3	
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PART C - FORM OF PROPOSAL

Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Project Name and Summary - please provide details of the project such as scope, challenges, and outcomes.	

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APPENDIX 8
CERTIFICATE OF INSURANCE

Appendix 8 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.)

Please fill in the attached certificate.

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APPENDIX 8
 CERTIFICATE OF EXISTING INSURANCE
 TO BE COMPLETED AND APPENDED TO THE PROPOSAL



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

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

BUSINESS TRADE NAME or DOING BUSINESS AS _____

BUSINESS ADDRESS _____

DESCRIPTION OF OPERATION _____

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

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

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

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

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

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

6. **UMBRELLA OR** **EXCESS LIABILITY INSURANCE (Inclusive)**

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

7. **PROFESSIONAL LIABILITY INSURANCE**

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

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

8. **OTHER INSURANCE**

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

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE _____

Dated _____

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

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APPENDIX 9
DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

Complete this Appendix 9 - Declaration of Supplier Code of Conduct Compliance in the form set out below.

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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APPENDIX 10
PERSONAL INFORMATION CONSENT FORM(S)

Complete one copy of this Appendix 10 - 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

Reference #PS20190748

Title: SUPPLY AND MAINTENANCE OF SEWAGE HEAT RECOVERY HEAT PUMP RFP

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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**APPENDIX 11
 SUBCONTRACTORS**

Complete this Appendix 11 - Subcontractor 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.

Subcontractor's Scope		
Subcontractor		
Contact (name, title, email, telephone no.)		
Brief description of the Subcontractor's company, purpose, and history of successes especially as they relate to the City's objectives on this project.		
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:		
Supplier Diversity (OPTIONAL and For Information only) - Provide brief company profile based on recognized environmental or social certification and/or if majority owned/controlled by an equity-seeking demographic		

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<p>(including but not limited to non-profit, cooperative, Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ+ people).</p>	
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**APPENDIX 12
PROPOSED AMENDMENTS TO FORM OF AGREEMENT**

Complete this Appendix 12 - Proposed Amendments to Form of Agreement in the form set out below by detailing any proposed amendments to the Form of Agreement attached as Part D. 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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APPENDIX 13
PROOF OF WORKSAFEBC REGISTRATION

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

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**APPENDIX 14
CONFLICTS, COLLUSIONS, LOBBYING**

Complete this Appendix 14 - Conflicts; Collusion; Lobbying in the form set out below by setting out any exceptions to the declarations in Section 8 of the Legal Terms and Conditions attached as Appendix 1 to this Part C - 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 8.1 of Legal Terms and Conditions)	
Exceptions to Declaration as to No Conflict of Interest Respecting Proposed Supply (Section 8.2 of Legal Terms and Conditions)	
Exceptions to Declaration as to No Collusion (Section 8.3 of Legal Terms and Conditions)	
Exceptions to Declarations as to No Lobbying (Section 8.4 of Legal Terms and Conditions)	

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PART D - FORM OF AGREEMENT

PART D
FORM OF AGREEMENT

See attached.

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PACKAGED MECHANICAL VAPOR COMPRESSION HEAT PUMP FOR SEWAGE HEAT RECOVERY
~SUPPLY AND MAINTENANCE AGREEMENT~

BETWEEN

CITY OF VANCOUVER

AND

MADE AS OF THE _____ DAY OF _____, 2019

REQUEST FOR PROPOSALS NO. PS20190748
SUPPLY AND MAINTENANCE OF SEWAGE HEAT RECOVERY HEAT PUMP RFP
PART D - FORM OF AGREEMENT

THIS AGREEMENT (the “Agreement”) made as of the ____ day of _____, 2019 (the “Effective Date”)

BETWEEN:

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

(the “City”)

AND:

_____, a corporation incorporated pursuant to the laws of _____ and having its registered office at _____

(the “Contractor”)

BACKGROUND:

- A Pursuant to the City's Request for Proposals, No. PS20190748 – Supply and Maintenance of Sewage Recovery Heat Pump RFP (the “RFP”), the City invited proposals to supply a packaged mechanical vapor compression heat pump for sewage heat recovery comprised of the goods and services as set out in the RFP (the “Heat Pump”).
- B In response to the RFP, the Contractor submitted a proposal (the “Proposal”) offering to supply and maintain the Heat Pump specified in the RFP.
- C Based on the City’s evaluations of the Proposal, the City and Contractor entered into discussions with a view to entering into an agreement for the Contractor to supply the specified Heat Pump to the City.
- D The City and the Contractor have now agreed on the legal terms and conditions on which the Contractor will supply the Heat Pump to the City as provided in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises made by the parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1.0 Definitions

1.1 **Definitions:** In this Agreement, the following words and terms, unless the context otherwise requires, shall have the meanings set out below:

- (a) “Act of God” means a cataclysmic phenomenon of nature, including earthquake, flood or cyclone. Rain, snow, wind, high water or any other natural phenomenon, which might reasonably have been anticipated from

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historical records of the general locality of the City, shall be deemed not to be Acts of God;

- (b) “Agreement” means this agreement inclusive of all schedules, appendices, addenda, and exhibits attached hereto, as amended from time to time;
- (c) “Applicable Laws” means all statutes, regulations, by-laws, codes, rules, notices, orders, directives, standards and requirements of every competent federal, provincial, regional, municipal and other statutory authority applicable to the Contractor, any Sub-contractor and the Work, all as may be in force from time to time;
- (d) “BC Heat Pump Standards” means all Canada and British Columbia legislation, standards and codes applicable to the design, manufacture, supply and operation of the Heat Pump in British Columbia, and includes without limitation, the laws, standards and codes set out in Section ___ of the RFP;
- (e) “Bonds” means the bonds to be provided by the Contractor pursuant to Section 24 as security for the Contractor’s due performance of the Work including the Requirements;
- (f) “Business Day” means a day other than a Saturday, Sunday or statutory holiday observed in British Columbia;
- (g) “Buy-down Shortfall” means a category of Heat Pump deficiencies or failures to meet the Test Specifications and Procedures that are applicable to the Site Test, which result in the Contractor making a Shortfall Payment to the City, as listed in Schedule F;
- (h) “City” means the City of Vancouver, a municipal corporation continued pursuant to the *Vancouver Charter*, and having an office at 453 West 12th Avenue, Vancouver, British Columbia, Canada, V5Y 1V4;
- (i) “City’s Designated Representatives” means the City’s employees or representatives who are authorized in writing to deal with the Contractor on behalf of the City in connection with the goods, materials, equipment and services or to make decisions in connection with this Agreement;
- (j) “Commissioning Activities” means the tasks and activities jointly developed by the Contractor and the City to commission and start up the Heat Pump at the Energy Centre site after its installation and prepare it for the Site Tests;
- (k) “Commissioning Certificate” means a certificate signed by the Contractor, the City and the Energy Centre Contractor confirming that all Commissioning Activities have been successfully carried out and the Heat Pump is ready for the Site Tests;
- (l) “Contract Documents” means this Agreement, all documents expressly listed and incorporated by reference into this Agreement, the RFP, the Proposal, and any changes or addenda agreed to in writing by the parties;

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- (m) “Contract Price” means the price(s) for the Heat Pump and the rest of the Work, as set out in Schedule C;
- (n) “Contractor” means _____, a corporation incorporated pursuant to the laws of _____, with an office at _____;
- (o) “Critical Shortfall” means a category of deficiencies or failures of the Heat Pump to meet the Test Specifications and Procedures at the Site Test, which require the Contractor to redesign, repair and/or replace the Heat Pump components which are the cause of such deficiencies or failures, as listed in Schedule F;
- (p) “Detailed Design Specifications” means the detailed design specifications for the Heat Pump based on the Heat Pump Specifications, including shop drawings, to be supplied by the Contractor as described in Section 3.1;
- (q) “Early Termination Fee” means the total fee, including the Wind up Costs, payable by the City for termination of this Agreement for convenience pursuant to Section 22.2.;
- (r) “Effective Date” means the date on which this Agreement becomes effective, being the _____ ;
- (s) “Energy Centre” means the facility where the Contractor will deliver the Heat Pump components and where the Heat Pump will be located and operational, at 1890 Spyglass Place, Vancouver, British Columbia;
- (t) “Energy Centre Contractor” means the contractor awarded the general contractor’s role by the City for the construction of the Energy Centre;
- (u) “FOB First Destination” means that all costs of all freight, unloading at Delivery Site, insurance, brokerage, import and customs duties, royalties, handling, overhead, profit, and all other costs of delivery to the Energy Centre or temporary storage location as advised by the City will be borne by the Contractor, and that ownership and title to all goods, materials, and equipment are transferred to the City when same are delivered to the Energy Centre, or temporary storage location, by the Contractor, and the risk of loss or damage to the goods, materials and equipment transfers to the City only at such time as same are received and accepted by the City at the Energy Centre, or temporary storage location. All costs, risk and responsibility associated with the conveyance from the temporary storage location to the Energy Centre will be borne by the City;
- (v) “GST” means the goods and services tax administered under the *Excise Tax Act* (Canada) and any successor tax or levy therefore in force from time-to-time;
- (w) “Heat Pump” means the packaged mechanical vapor compression heat pump for the recovery at the Energy Centre of waste thermal energy from sewage, which is required to be supplied by the Contractor in accordance with this Agreement;

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- (x) “Heat Pump Specifications” means the technical specifications and requirements for the Heat Pump as set out in Schedule D;
- (y) “Initial Term” means the initial term of the Maintenance Services, commencing on the Live Cut-Over date and continuing for a period of ten years;
- (z) “Live Cut-Over” means the cut-over of the Heat Pump to a live environment for its intended uses for operation with sewage, as described in Section 3.13;
- (aa) “Maintenance Services” means the Heat Pump maintenance services to be provided by the Contractor, as described in Schedule E;
- (bb) “Milestone Schedule” means those dates and times by which the Contractor is required to supply, commission and cut-over the Heat Pump, and deliver all associated deliverables and perform all other related Work, as set out in Schedule B;
- (cc) “O & M Manuals” means the operations and maintenance manuals and documentation for the Heat Pump as described in Schedule G;
- (dd) “Payment Schedule” means the schedule of dates and/or events with respect to which payment of portions of the Contract Price will be made, as set out in Schedule C;
- (ee) “Personal Information” means information about an identifiable individual other than business contact information;
- (ff) “Proposal” means the response to the RFP submitted by the Contractor under signature dated _____;
- (gg) “Proprietary Data” means technical information relating to the City such as specifications, drawings, designs, building and floor plans, and information relating to the City’s business and activities including finance, marketing, staffing, strategic, budgeting, planning;
- (hh) “PST” means British Columbia provincial sales tax administered under the *Social Service Tax Act* and any successor tax or levy therefore in force from time-to-time;
- (ii) “Requirements” means all of the requirements and obligations of the Contractor set out in this Agreement which will govern the Work;
- (jj) “RFP” means the City’s Request for Proposals PS20190748; and all amendments, addenda, and clarifications pertaining thereto issued prior to its closing time;
- (kk) “Services” means the detailed design creation, test specification development, Shop Tests, installation support, commissioning, Site Tests, Maintenance Services and the other services to be provided by the Contractor under this Agreement;

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- (ll) “Shop Test” means the factory performance tests of the Heat Pump to be undertaken at the Contractor’s Subcontractor’s manufacturing facility in Monterrey, Mexico, using the Test Specifications and Procedures, as initially set out in Schedule F;
- (mm) “Shop Test Completion Notice” means a notice to be signed by the Contractor certifying that the Shop Tests have been successfully completed for the Heat Pump and that it is ready for shipping to the Energy Centre site ;
- (nn) “Shortfall Payment” means a payment that the Contractor is to make to the City upon a Buy-down Shortfall occurring during the Site Test, in the amount(s) set out in Schedule F;
- (oo) “Site Test” the field performance tests of the Heat Pump, including output capacity, power consumption and outlet temperature, to be undertaken at the Energy Centre using the Test Specifications and Procedures, as initially set out in Schedule F;
- (pp) “Site Test Completion Certificate” means a certificate to be signed by both the Contractor and the City, certifying that the Site Tests have been successfully completed for the Heat Pump and that it is ready for Live Cut-Over;
- (qq) “Standard of Work” means with respect to each part of the Work, the highest applicable standard for such part of the Work, from among the following:
 - (i) the standard imposed by law;
 - (ii) the standard prescribed by the professional, regulatory and industry bodies in the applicable profession, field or discipline;
 - (iii) the standard of care, skill and diligence customarily maintained by persons providing, on a commercial basis, work similar to the Work provided hereunder;
 - (iv) the standard set forth in the Proposal;
 - (v) the standard set forth in the RFP; and
 - (vi) the standard otherwise prescribed in this Agreement;
- (rr) “Sub-contractors” means the independent consultants, agents, associates, sub-contractors and other third parties retained by the Contractor to assist in the performance of the manufacture and delivery of the Heat Pump and other Work, as approved by the City;
- (ss) “Test Agency” means a recognized testing agency mutually approved by the City and the Contractor which will monitor and report on the results of the Site Tests;

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- (tt) “Test Specifications and Procedures” means the Heat Pump performance values, benchmarks and procedures to be used for the Shop Test and for the Site Test of the Heat Pump, based on the test specifications and procedures as initially set out in Schedule F, which are finalized pursuant to Section 3.3;
- (uu) “Training” means the instruction and training that the Contractor is to provide to the City and/or its agents, as set out in Schedule H;
- (vv) “Unavoidable Delay” has the meaning set out in Section 27;
- (ww) “Warranty” means the collective warranties set out in Section 17;
- (xx) “Warranty Period” means the period of time which is the lesser of:
 - (i) the period starting on the Live Cut-Over date and expiring one year thereafter; or
 - (ii) the period starting on the Live Cut-Over date and expiring 18 months from date of the arrival of the Heat Pump FOB First Destination,provided that if the Live Cut-Over is delayed due to a defect in the Heat Pump, then such warranty period shall be deemed to be automatically extended by an amount of time equal to the time required to remedy such defect;
- (yy) “WHMIS” means the Workplace Hazardous Materials Information System which regulates hazardous materials administered by WorkSafeBC;
- (zz) “Wind up Costs” means the fee payable by the City to the Contractor in full compensation for the Contractor’s necessary and reasonable wind up costs incurred directly as a result of closing out the Work or part terminated by the City pursuant to Section 22.2;
- (aaa) “Work” means all the Heat Pump, Services, labour, materials, equipment, supplies and other items to be provided by the Contractor which are necessary for the execution, completion and fulfillment of the Requirements;
- (bbb) “WorkSafeBC” means the Workers Compensation Board, a provincial Crown corporation created pursuant to the *Workers Compensation Act* (British Columbia);
- (ccc) “WorkSafeBC Rules” means the *Workers Compensation Act* (British Columbia), including without limitation, the *Occupational Health & Safety Regulation* enacted pursuant to such Act, all as such Act or Regulations are amended or re-enacted from time to time;
- (ddd) “Work Site” means the City owned or controlled sites where the Work is performed by the Contractor, primarily being the Energy Centre site where the Contractor will deliver the Heat Pump.

2.0 Interpretation and Contract Documents

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SUPPLY AND MAINTENANCE OF SEWAGE HEAT RECOVERY HEAT PUMP RFP
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- 2.1 In this Agreement, including the recitals, Schedules and appendices to this Agreement, except as expressly stated to the contrary or the context otherwise requires:
- (a) the recitals and headings to Sections and Schedules are for convenience and reference only and will not affect the interpretation of this Agreement;
 - (b) each reference in this Agreement to “Section” or “Schedule” is to a Section of and a Schedule to, this Agreement;
 - (c) each reference to a statute is deemed to include a reference to any successor statute, and to any regulations, rules, policies and criteria made under that statute and any successor statute, each as amended or re-enacted from time to time;
 - (d) each reference to a rule, guideline, policy, regulation or directive is deemed to include a reference to any successor or replacement of such rule, guideline, policy, regulation or directive;
 - (e) words importing the singular include the plural and vice versa, and words importing gender include all genders;
 - (f) references to time of day or date mean the local date or time in Vancouver, British Columbia;
 - (g) all references to money mean lawful currency of Canada;
 - (h) the word “written” includes printed, typewritten, faxed, e-mailed or otherwise capable of being visibly reproduced at the point of reception and “in writing” has a corresponding meaning; and
 - (i) the words “include” and “including” are to be construed as meaning “including, without limitation”.
- 2.2 The provisions of all the Contract Documents, whether or not attached to this Agreement, will be deemed to be incorporated into this Agreement. The Contract Documents are complementary, and what is called for by any one will be as binding as if called for by all. In the event of any inconsistency or conflict between or among any of the Contract Documents, the Contract Documents will be interpreted in the following order from highest to lowest:
- (a) this Agreement including any amendments to this Agreement;
 - (b) the schedules and exhibits and appendices attached hereto including any amendments to the schedules and exhibits and appendices attached hereto;
 - (c) the RFP; and
 - (d) the Proposal.
- 2.3 The Schedules to this Agreement are comprised of the following:

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- Schedule A - Scope of Supply;
- Schedule B - Milestone Schedule;
- Schedule C - Contract Price and Payment Schedule;
- Schedule D - Heat Pump Specifications;
- Schedule E - Maintenance Services and Service Levels;
- Schedule F - Test Specifications and Procedures; Shortfalls
- Schedule G - Operations and Maintenance Manuals Description;
- Schedule H - Training;
- Schedule I - Change Order Form;
- Schedule J - Sub-contractors
- Schedule K - Certificate of Insurance
- Schedule L - Bonds

3.0 Supply of Heat Pump

3.1 Detailed Design Specifications: As part of the supply of Services under this Agreement, the Contractor is to provide to the City those Detailed Design Specifications for the Heat Pump as conform to the Heat Pump Specifications. The form, details and other content of the Detailed Design Specifications must be sufficient to allow the City to make appropriate plans and decisions concerning the location, space requirements, utilities and connectivity of the Heat Pump within the Energy Centre. The parties acknowledge that prior to the Effective Date, the Contractor provided the Detailed Design Specifications to the City pursuant to the Interim Agreement, and confirm that they constitute a deliverable under this Agreement. The City's Designated Representatives shall review the Detailed Design Specifications, request any required clarification from the Contractor and identify any deficiencies or non-conformances. The Contractor shall promptly provide the requested clarifying information and correct the deficient or non-conforming Detailed Design Specifications and resubmit them to the City for further review by the City's Designated Representatives. The Contractor shall not start production of the Heat Pump until the City's Designated Representatives have advised in writing that they are satisfied with the Contractor's response to their clarifying information requests, and all deficiencies and non-conformances in the Detailed Design Specifications have been adequately corrected or addressed by the Contractor. Acceptance of the Detailed Design Specifications by the City's Designated Representatives shall not eliminate or reduce any of the Contractor's Requirements or thereby amend the Heat Pump Specifications.

3.2 Milestone Schedule: Schedule B contains a preliminary Milestone Schedule for the Work to be performed by the Contractor. The Contractor shall jointly with the City

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develop a final schedule for the Work, which shall thereupon be substituted for and replace the preliminary Milestone Schedule. The Milestone Schedule shall not be amended without the mutual agreement of both parties. The supply, testing, commissioning and cut-over of the Heat Pump, and all associated deliverables and other Work, shall be undertaken and completed by the Contractor in accordance with the dates set out in the Milestone Schedule.

- 3.3 Test Specifications and Procedures: Schedule F contains a preliminary description of and/or guidelines for the Test Specifications and Procedures to be used for the Shop Test and the Site Test of the Heat Pump. The Contractor shall develop final detailed Test Specifications and Procedures for the Site Test for review and approval by the City. The City's Designated Representatives shall review the detailed Test Specifications and Procedures for the Site Test and shall identify any deficiencies in either the specifications or procedures. The Contractor shall promptly revise the Test Specifications and Procedures and resubmit the revised Test Specifications and Procedures to the City for further review by the City's Designated Representatives. The Contractor and the City shall also jointly categorize failures to meet the Test Specifications and Procedures, based on the type and degree or magnitude of the failure, as either Buy-Down Shortfalls or Critical Shortfalls. The Shop Test will be carried out using water instead of sewage. The Site Test will be carried out using sewage provided by the City, to simulate a "live environment". The Contractor shall not start the Shop Test or the Site Test until after the City's Designated Representatives have advised in writing that all deficiencies in the specifications and procedures have been adequately corrected or addressed by the Contractor and the failure categories have been agreed-on, at which time the approved revised Test Specifications and Procedures shall be substituted for and replace the Test Specifications and Procedures. Acceptance of the revised Test Specifications and Procedures by the City's Designated Representatives shall not eliminate or reduce any of the Contractor's Requirements or thereby amend the Heat Pump Specifications.
- 3.4 Shop Test: The Shop Test shall be undertaken by the Contractor in accordance with the Test Specifications and Procedures applicable to the Shop Test. The City's Designated Representatives shall attend the Shop Test upon prior reasonable notice from the Contractor, and shall receive copies of all results from the Shop Test. If the Shop Test results indicate that the Heat Pump failed to meet the requirements established by the detailed Test Specifications and Procedures, then the Contractor will promptly redesign and/or replace the Heat Pump components as necessary and when completed repeat the Shop Test. This process will be repeated until the Shop Test results indicate that the Heat Pump meets the Shop Test requirements in the Test Specifications and Procedures. The Contractor shall then provide the City with a Shop Test Completion Notice certifying that all Shop Tests have been successfully completed for the Heat Pump and that it is ready for shipping to the Energy Centre site. The fact that the Contractor has issued the Shop Test Completion Notice shall not eliminate or reduce any of the Contractor's Requirements or thereby amend the Heat Pump Specifications.
- 3.5 Canadian Certifications: The Contractor shall submit the Heat Pump and its test results to all Canadian agencies whose approval and certification are necessary to comply with BC Heat Pump Standards. Contractor shall obtain the following certifications BC Safety Authority and Canadian Standard Association (CSA). If any

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such approval or certification is refused or granted with qualifications or restrictions, then the Contractor will promptly remedy any deficiencies identified by such agencies to their satisfaction, and resubmit the Heat Pump for approval and certification. It is a fundamental requirement of this Agreement that the Heat Pump receive all such approvals and certifications referenced herein. The Contractor shall apply for all certifications sufficiently in advance in order to obtain the required approvals prior to commissioning and cut-over of the Heat Pump. The fact that the Heat Pump receives such approvals and certifications shall not eliminate or reduce any of the Contractor's Requirements or thereby amend the Heat Pump Specifications.

- 3.6 O & M Manuals: As part of the supply of Services under this Agreement, the Contractor shall provide to the City O & M Manuals for the Heat Pump, containing sufficient detail and content to allow the City's employees and agents who have completed the Training to operate and maintain the Heat Pump. The requirements for the O & M Manuals are set out in Schedule G. The Contractor shall provide the O & M Manuals for review and approval by the City. The City's Designated Representatives shall review the detailed O & M Manuals and shall identify any deficiencies in content or format. The Contractor shall promptly correct the deficiencies and resubmit the O & M Manuals to the City for further review by the City's Designated Representatives. The Contractor shall not start the Training until after the City's Designated Representatives have advised in writing that the O & M Manuals are satisfactory. Acceptance of the O & M Manuals by the City's Designated Representatives shall not eliminate or reduce any of the Contractor's Training obligations or Maintenance Services Requirements.
- 3.7 Progress Monitoring: The City shall have the right to have an agent monitor and inspect the construction of the Heat Pump at the Contractor's manufacturing and assembly site at all reasonable times. The Contractor shall provide access to the site and reasonable assistance to the City's agent to perform the inspections. The Contractor shall advise the City's agent of any delays in manufacturing or assembly and the steps being taken to address and resolve such delays such that they have no or minimal impact on the Shop Test and the scheduled ship date set out in the Milestone Schedule. Upon the Contractor determining that it will be unable to ship the Heat Pump to the Energy Centre on the ship date set out in the Milestone Schedule, it will immediately advise the City in writing setting out the cause, the extent of the anticipated delay and remedial steps being taken. If the Heat Pump actual ship date will be later than the ship date set out in the Milestone Schedule, then the Contractor shall arrange for expedited shipping, by choosing an alternate faster mode of shipping and/or arranging for preferential queuing and handling of the Heat Pump by the transport company. All additional costs and expenses incurred in such expedited shipping will be for the account of the Contractor, unless caused by an Unavoidable Delay as provided in Section 27 or a delay due to the fault of the City.
- 3.8 Shipping to Energy Centre: The Contractor will provide to the City complete details of the Heat Pump shipping, handling and other transport arrangements prior to it being shipped. The Contractor will arrange for the transport company to provide progress reports directly to the City and information in response to the City's inquiries, as to the Heat Pump shipping and transport. The City shall have no obligations to the transport company, or for the shipping, handling and other transport arrangements. The Contractor shall be responsible for making the final decisions about the

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appropriate transport, packaging, handling and other shipping aspects of the Heat Pump, even if the City has commented on or made any suggestions in this regard. If the transport of the Heat Pump encounters delays which may impact the Milestone Schedule, then the Contractor shall arrange for expedited shipping on the same basis as set out in Section 3.7 at its own cost unless caused by an Unavoidable Delay in which event the City shall be liable for the additional costs of the expedited shipping. All risk of loss of or damage to the Heat Pump during transport shall remain with the Contractor.

- 3.9 Energy Centre Site Preparation: The City shall prepare the Energy Centre site and its other equipment to allow installation of the Heat Pump, based upon specifications for the Heat Pump as it is described in the Detailed Design Specifications. If due to inaccurate Detailed Design Specifications, the actual installation of the Heat Pump requires modifications to the Energy Centre site, or modifications, additions or replacements to its other equipment, or if the Heat Pump itself requires modifications for proper installation as contemplated by the Contract Documents, then all costs and expenses of such modifications, additions and replacements shall be for the account of and borne by the Contractor.
- 3.10 Delivery and Installation: The Contractor and the Energy Centre Contractor shall arrange mutually convenient times at which the Heat Pump will be delivered and installed. Delivery of the Heat Pump shall be FOB First Destination. The installation of the Heat Pump at the Energy Centre site shall be undertaken by the Contractor. The Contractor will be responsible for the electrical and mechanical connections within the Heat Pump and the Energy Centre Contractor will be responsible for mechanical and electrical connections from the Heat Pump to the Energy Centre systems. The Contractor shall coordinate with the Energy Centre Contractor to ensure the required connections are installed for commissioning of the Heat Pump. The Contractor shall provide to the City a written site report on the installation of the Heat Pump and its readiness for commissioning. If there are any delays or deficiencies in the installation, then the City and the Contractor shall jointly determine who is responsible for the delays or deficiencies and such party shall promptly address such delays and deficiencies to eliminate or minimize them. Thereafter, the Contractor shall carry out another inspection of the Heat Pump and the process shall be repeated until the Contractor gives notice to the City that the Heat Pump is ready for commissioning.
- 3.11 Commissioning: The Contractor, the City and the Energy Centre Contractor shall jointly develop a plan and schedule of Commissioning Activities. The parties shall carry out their respective Commissioning Activities once the Contractor's report confirms that the Heat Pump is ready for commissioning. If the Commissioning Activities result in or disclose deficiencies in the Heat Pump which would prevent successful start up, then the Contractor will at its cost and expense promptly correct such deficiencies in the Heat Pump as necessary, and when completed continue the Commissioning Activities. This process will be repeated until the Commissioning Activities do not result in or disclose any further deficiencies in the Heat Pump, and the Heat Pump has undergone a successful start up and is safely operating in a stable, normal manner as contemplated by this Agreement. The Contractor, the City and the Energy Centre Contractor will each sign the Commissioning Certificate confirming that all Commissioning Activities have been successfully carried out and the Heat Pump is ready for the Site Test.

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- 3.12 Site Test: The Site Test shall be carried out once the Contractor and the Energy Centre Contractor have each signed the Commissioning Certificate. The Site Test will be carried out by the City following the testing protocols and benchmarks set out in Schedule F. The Contractor shall have the right to attend at the Energy Centre to observe the Site Test. The City or a City-hired Test Agency shall monitor the Site Test, collect test data and issue its report to both the Contractor and the City. If the Heat Pump fails to meet any of the Test Specifications and Procedures and such failures or deficiencies constitute:
- (a) Critical Shortfalls, then the Contractor will at its own cost and expense promptly either redesign the Heat Pump or replace the Heat Pump components or materials which are the cause of such failures or deficiencies, as determined by the Contractor in its professional discretion to be necessary, and when completed repeat the Site Test, and such process shall be repeated until the Site Test has successfully concluded; or
 - (b) Buy-Down Shortfalls, then the Contractor will within 30 days at its option either pay to the City, or request that they be deducted from the Contract Price, the Shortfall Payments calculated in accordance with Schedule F, or the Contractor shall address and remedy such failures or deficiencies as Critical Shortfalls as described in Section 3.12(a).

Once the Contractor has made all Heat Pump component redesigns and provided all replacements for Critical Shortfalls and they have met the Site Test, and all Shortfall Payments have been received by the City, and the Site Test has concluded in all respects, the City and the Contractor shall each sign the Site Test Completion Certificate indicating that all Site Tests have been completed for the Heat Pump.

- 3.13 Documents of Title: Upon payment of the Contract Price portion allocated to the completion of the Commissioning Activities (as evidenced by the Commissioning Certificate), the Contractor shall provide a Bill of Sale and such other documents of title as reasonably requested by the City to evidence that ownership of the Heat Pump has transferred to the City, free and clear of all liens, charges and encumbrances.
- 3.14 Training: The Contractor shall provide the Training to the employees and agents of the City in the operation of the Heat Pump as set out in Schedule H. The timing of the Training will be in accordance with the Milestone Schedule or as otherwise mutually agreed by the parties. The location and curriculum of the Training is set out in Schedule H. The cost of the Training described in Schedule H is included in the Contract Price. Additional training and instruction will be provided by the Contractor when requested by the City at the Contractor's then standard rates.

4.0 Maintenance

- 4.1 Description of Maintenance Services: The Contractor will provide as part of the Services and be fully responsible for the following Maintenance Services, as may be modified or amended pursuant to the terms of this Agreement:
- (a) the scheduled maintenance;
 - (b) the preventative maintenance;

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- (c) the remedial maintenance ; and
 - (d) the refrigerant maintenance;
- as further described in Schedule E.
- 4.2 Service Levels and Credits. In providing the Maintenance Services, the Contractor shall meet those service levels set out in Schedule E. If the Contractor fails to meet the service levels for the Maintenance Services, then the any fees payable by the City to the Contractor shall be reduced by the applicable service level credits set out in Schedule E.
- 4.3 Maintenance Service Resources and Personnel. Except for those items listed in the “List of Excluded Parts” set out in Schedule E, the Contractor will provide all Heat Pump components, parts, equipment, materials, supplies, tools, labour and facilities as necessary, appropriate or incidental to the proper and complete provision of the Maintenance Services. The requirements in Schedule E describe only in general terms how the Contractor is to perform the Maintenance Services. If there is any omission in the description of the Maintenance Services, whether or not identified by the City, which would prevent the City from receiving full benefit of the Maintenance Services, then the Contractor will provide such additional as required to ensure that the Maintenance Services are fully performed,.
- 4.4 Term. The Contractor will provide the Maintenance Services during the Initial Term, subject to earlier termination in accordance with the provisions of this Agreement. The City and the Contractor may extend the Agreement for a further extension period in which case the terms and conditions of this Agreement will continue to apply during the extension term, subject to pricing to be agreed upon by the parties. Notwithstanding any other provision of this Agreement, if the Contractor provides, and the City expressly accepts, Maintenance Services following the expiry of the Initial Term, or an extension term, without entering into a written extension of the Maintenance Services, then this Agreement will be deemed to be renewed for the provision of Maintenance Services on a year-to-year basis. The City shall have the right to terminate the Maintenance Services without cause at its discretion on six months prior written notice. The City shall pay for all Maintenance Services rendered prior to the effective date of termination.
- 4.5 Standard of Care. The Contractor will exercise such degree of care, skill, diligence and efficiency in the performance of the Maintenance Services as is required by the Standard of Work. The Contractor represents and warrants that it has all the skills, qualifications, certifications and experience necessary to perform the Maintenance Services to the Standard of Work as contemplated by this Agreement and acknowledges that its skills, qualifications, certifications and experience were a major factor in the selection of the Contractor for the Work set out in this Agreement.
- 4.6 General Remedy for Deficient Maintenance Services. Without limiting any other remedy which the City may have under this Agreement or at law, the Contractor at its sole cost upon written request of the City will correct and rectify any of the Maintenance Services which have not been performed in accordance with the terms of this Agreement, and will do all such things that may be reasonably required by the

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City to satisfy the City that the Maintenance Services have been duly performed or rectified in accordance with the terms of this Agreement.

- 4.7 Cooperation and Coordination. The Contractor will cooperate, and coordinate the performance of the Maintenance Services, with the City's employees and agents, with a view to optimizing efficiency and performance, achieving cost reductions, ensuring safety, and minimizing inconvenience to City personnel and the general public.

5.0 Notice

- 5.1 Any notice required to be given in regards to this Agreement shall be given in writing and if addressed to the City will be sent to the address, fax number or e-mail address provided by the City from time to time for the City's Designated Representative, and if to the Contractor will be sent to the address, fax number, or e-mail address set out in its Proposal or otherwise provided by the Contractor from time to time.
- 5.2 No notice will be deemed to have been received by the recipient unless and until its receipt is acknowledged by the recipient or, alternatively, is delivered by hand or sent by registered mail to the address (in which case it will be deemed to have been received on the first business day after its actual receipt or arrival at such civic address).

6.0 Assignment

- 6.1 The City reserves the right to assign this Agreement, or selected parts thereof, to any utility or utility manager established, owned or controlled by the City, which will thereupon take over the City's obligations under this Agreement or the assigned parts thereof. The Contractor consents to any such assignment of this Agreement, and agrees to accept the assignee in place of the City under this Agreement.
- 6.2 Neither this Agreement nor any of the rights of payment under it may be assigned or otherwise disposed or transferred in any way, in whole or in part, by the Contractor (except by sub-contract as expressly permitted by Section 8), without the prior written consent of the City, which consent the City may arbitrarily withhold.
- 6.3 In the event that the City consents to any such assignment or other disposition or transfer by the Contractor, the Contractor shall not be relieved of any of its obligations under this Agreement and will remain fully liable under this Agreement for the performance of all of the Work.

7.0 Independent Contractor

- 7.1 The Contractor, its Sub-contractors, the officers, directors, shareholders, partners, personnel, affiliates and agents of the Contractor and its Sub-contractors, are not, nor are they to be deemed to be, partners, appointees, employees or agents of the City.

8.0 Sub-contractors

- 8.1 Subject to Section 8.2, the Contractor will not sub-contract, or let out as task work, any part of the Requirements to any third party, without in each case the prior written consent of the City, which consent the City may arbitrarily withhold.

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8.2 The Contractor may utilize those Sub-contractors expressly named in Schedule J but only for the portion of the Requirements or Work set out beside their name, provided always that the Contractor may not substitute or replace those Sub-contractors, or permit those Sub-contractors to further sub-contract or let out as task work, or assign, their obligations under this Agreement without the prior written consent of the City.

8.3 If the City should consent to any such sub-contracting or letting out as task work, of all or any part of the Requirements, the Contractor shall not be relieved of any of its obligations under this Agreement and will remain fully liable under this Agreement for the performance of all of the Work.

9.0 Schedule

9.1 Mutually acceptable ship dates/completion and other milestone dates are established in Schedule B, Milestone Schedule, and may be mutually amended as deemed necessary. Contractor shall not be responsible if due to Unavoidable Delays as described in Section 27 for any damages for late deliveries/performance provided Contractor proceeds in good faith in an attempt to reasonably meet the agreed upon dates.

10.0 Laws, Permits and Regulations

10.1 The laws of British Columbia shall govern this Agreement and the parties irrevocably attorn to the jurisdiction of the courts of British Columbia.

10.2 All provisions of the United Nations Convention on Contracts for the International Sale of Goods are specifically excluded from application of this Agreement.

10.3 In carrying out the Requirements, the Contractor shall familiarize itself and comply with all Applicable Laws, and shall obtain all necessary licenses, permits and registrations as may be required by the Applicable Laws.

11.0 Workplace Hazardous Materials Information System

11.1 The Contractor shall provide appropriate labels and material safety data sheets for WHMIS regulated products and materials that are provided as part of the Work, or are utilized to provide the Work while on the City's premises. No product containing asbestos shall be supplied at any time without prior written authorization from the City.

12.0 Heat Pump Legal Requirements and Industry Standards

12.1 The Heat Pump shall comply with applicable BC Heat Pump Standards and all other specifications referred to in the Heat Pump Specifications.

12.2 All electrical items shall comply with the relevant sections, latest editions, of versions of the Canadian Standards Association (CSA) standard C22.1, Canadian Electrical Code (CEC), Electrical Safety Branch - BC Amendments to CEC Regulations and Bulletins, the City's Electrical Bylaw, and the National Building Code.

13.0 Changes in Work Requirements

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- 13.1 Requests by the City: The City may, by giving written notice to the Contractor, be entitled to request amendments to the Requirements. Upon receipt of such notice, the Contractor will, as soon as practicable and in no event later than 10 business days after receipt of such notice, inform the City of any adjustments to the Heat Pump functionality or operation, the Milestone Schedule and the Contract Price, that would be necessitated by such change in the Requirements, or will notify the City that no adjustment is required. If adjustments to the Milestone Schedule or Contract Price are necessary and the City confirms in writing that such adjustments are acceptable to it, the Requirements, Milestone Schedule, and the Contract Price will then be deemed to be amended as agreed by the City. Each agreed-upon change to the Requirements shall be documented by a Change Order Form, as set out in Schedule I, and shall become effective only upon its signature by both parties.
- 13.2 Disputes Over Requested Change to Requirements: If the City determines that such adjustments, or no adjustments, to the Milestone Schedule or Contract Price are unacceptable and the City and the Contractor are unable to agree on a mutually acceptable adjustment to same, the City may elect to pursue any one of the following options:
- (a) The City may refer the issue to arbitration to determine the appropriate adjustments pursuant to Section 13.1, in which case the parties will be deemed to have mutually and irrevocably agreed to arbitration pursuant to Section 28;
 - (b) The City may withdraw its request and proceed with this Agreement without the proposed change in Requirements; or
 - (c) The City may cancel all or any part of this Agreement for convenience, as further provided in Section 22.
- 13.3 Disputes as to Requirements (Where No Prior Change Request): The City's Designated Representative may issue written orders or instructions with respect to the scheduling and other aspects of the Work as specified within this Agreement. They will be performed and complied with by the Contractor promptly, efficiently and to the satisfaction of the City. However, if the Contractor is of the opinion that such written orders or instructions are not authorized under the provisions of this Agreement or involve a change in the Requirements, it will so notify the City in writing before proceeding to carry them out and, in any event, within 5 business days of the receipt of such written orders or instructions. The giving of such notice to and receipt by the City's Designated Representative will not constitute an acknowledgment by the City as to the validity of the claim, and the City will then be at liberty to accept or dispute the claim. If the Contractor does not so notify the City within the time so limited, it will not be entitled to later claim that the orders or instructions were not so authorized or involved a change in the Requirements. The issue may be decided by dispute resolution pursuant to Section 28.

14.0 Early Delivery of Work

- 14.1 If any part of the Work is delivered to the City or performed substantially in advance of its delivery date scheduled in the Milestone Schedule, the City may accept such Work without prejudice to its right to refuse to accept subsequent deliveries or performances in advance of a scheduled delivery date, or return the goods and

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services to the Contractor at the Contractor's expense. Any retention by the City of goods and services delivered substantially in advance of a scheduled delivery shall not accelerate the time for payment by the City.

- 14.2 Subject to Section 3.10, deliveries must be made between 8:00 a.m. and 3:00 p.m. Monday to Friday, excluding statutory holidays, unless other arrangements have been agreed in writing. A material safety data sheet must accompany all shipments containing products regulated under WHMIS legislation.

15.0 Quality of Workmanship and Materials

- 15.1 The Contractor shall perform the Work with the degree of care, skill and diligence normally applied in the performance of work and services of a similar nature and in accordance with sound, current, and applicable industry standards and conforming to the Requirements.
- 15.2 The Heat Pump and its materials, components and equipment shall be new, free and clear of all liens, charges and encumbrances, complete with all necessary accessories inherent in the design of the Heat Pump and be the products of suppliers or manufacturers of established reputation engaged in the supply or manufacture of such materials.

16.0 Inspection

- 16.1 The Heat Pump, and all its materials, components and equipment are subject to inspection and approval. The City has the right to refuse acceptance of the Heat Pump, or any of its, materials, components and equipment that are not in accordance with the Detailed Design Specifications. Acceptance by the City does not eliminate or reduce any of the Contractor's Requirements or amend the Heat Pump Specifications.
- 16.2 Acceptance or rejection of the Heat Pump, or any of its materials, components and equipment and/or services shall be made as promptly as practical, but failure to inspect and accept or reject them shall not relieve the Contractor from responsibility for the Heat Pump, or any of its, materials, components and equipment and/or services that are not in accordance with this Agreement.
- 16.3 The Heat Pump, or any of its materials, components and equipment are subject to inspection for damage upon delivery. Materials, components and equipment not accepted due to damage while in transport will be returned to the Contractor at the Contractor's expense.
- 16.4 The City will not be deemed to have accepted the Heat Pump, or any of its, materials, components and equipment and/or services by virtue of a partial or full payment for them.

17.0 Warranty

- 17.1 The Contractor warrants that during the Warranty Period, the Heat Pump will:

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- (a) conform to and perform in accordance with the Canadian approvals and certifications received pursuant to Section 3.5 and the Detailed Design Specifications;
 - (b) be free from defects in workmanship, materials and design;
 - (c) comply with all applicable regulations and standards prescribed by Federal, Provincial, and Municipal governments and agencies, including all applicable approvals and certification required by the BC Heat Pump Standards;
 - (d) comply with all applicable Federal, Provincial or Municipal environmental protection laws and regulations that apply to the Heat Pump and
 - (e) in the case of the Services, they will be performed to the Standard of Work.
- 17.2 During the Warranty Period, upon becoming aware of the Heat Pump not complying with any aspect of the Warranty or on receipt of notice from the City of any claim under the Warranty, the Contractor shall take prompt action to correct the non-compliance. The Contractor will supply replacement parts for failed components as necessary to make it fully functional and compliant with all the Warranty provisions, including providing all parts, components, materials, and labour (pursuant to the Maintenance Services described in Schedule E), delivered at the Energy Centre, at no cost or expense to the City. All replacement parts, components and materials shall be subject to the same Warranty for the balance of the original Warranty Period. If the repair or replacement of any parts, components or materials is a recurring event under the Warranty, then the Contractor shall promptly modify or redesign the relevant portions of the Heat Pump at its cost and expense, to eliminate such recurring repair or replacement of parts, components or materials.
- 17.3 The Warranty will be in the name of the City of Vancouver.
- 17.4 The Contractor further warrants that all claims and representations made by the Contractor with respect to third party products, materials and services utilized in the Work have been fully authorized by such third parties. To the extent that any parts, components or materials incorporated in the Heat Pump, or otherwise supplied as part of the Work, are subject to or covered by a warranty provided by a third party supplier, then the Contractor shall to the extent possible assign the benefit of such warranties to the City.
- 17.5 The Contractor further warrants that its employees have the qualifications, experience, knowledge, skills and abilities necessary for the fulfillment of the Work.
- 17.6 Contractor's warranty is given in lieu of all other warranties, express or implied, including implied warranties of merchantability and fitness for a particular purpose and/or others arising from course of dealing or trade.
- 18.0 Protection of Person and Property
- 18.1 The Contractor shall use due care that no persons are injured, no property damaged or lost in the performance of the Requirements by the Contractor or those for whom in law it is responsible in the performance of the Work.

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18.2 The Contractor shall effectively warn and protect the public and its personnel from any danger as a result of the performance of the Work in accordance with applicable industry standards.

19.0 Rectification of Damage

19.1 The Contractor shall repair any damage to City premises or property for which during the course of its Work it has caused the damage, and at no charge to the City and to the satisfaction of the City. Alternatively, the City may repair the loss or damage and the Contractor shall pay to the City the costs of repairing the loss or damage forthwith upon demand from the City. Where, in the opinion of the City, it is not practical or desirable to repair the loss or damage, the City may estimate the cost of the loss or damage and deduct such estimated amount from the amount owing to the Contractor hereunder.

20.0 Intellectual Property Rights/Confidentiality

20.1 The documentation produced by the Contractor under this Agreement specifically for the City, and all copyrights and other proprietary rights therein, shall belong to the City. The Contractor shall not use, duplicate or disclose such documentation other than for the express purpose of fulfilling the terms and conditions of this Agreement.

20.2 All Proprietary Data disclosed by the City to the Contractor pursuant to the RFP or this Agreement shall be held in strict confidence by the Contractor and shall only be disclosed by the Contractor to those of its employees and subcontractors and consultants to whom it is essential to disclose same to fulfill the Requirements. The Proprietary Data may not be copied or used without the express written authorization of the City, except as necessary for the performance of the Work. Other than those rights and privileges expressly granted to the Contractor herein for the performance of its obligations herein, none of the City ownership rights or title to any of the Proprietary Data or the intellectual property of the City are hereby sold, transferred, licensed or assigned to the Contractor. The Contractor shall return all originals and copies of the Proprietary Data upon demand by the City, provided, however, that Contractor may retain on a confidential basis one copy for its business records.

20.3 The Contractor shall not create, collect, use or disclose any Personal Information for or on behalf of the City, except to the extent strictly required to undertake the Work contemplated herein, or as otherwise required by law or consented to by the individual that the Personal Information is about. The Contractor shall promptly notify the City in writing if Contractor receives a request for access to or correction of any such Personal Information, and will consult with the City prior to responding to any such request. The City shall have the right to review from time to time the measures adopted by Contractor relating to the protection of Personal Information. The Contractor shall cooperate fully with any such review, and shall comply with any direction given by the City in respect of these measures. The Contractor shall also promptly notify the City in writing and cooperate fully with the City in connection with any claim, inquiry, complaint, investigation or remedial action regarding the collection, use, storage, disclosure or destruction of any Personal Information by Contractor that is in its custody or control as a result of supplying the goods and services. The Contractor shall retain any such Personal Information only for so long as is reasonably necessary to supply the goods and services (unless otherwise specified in

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writing by the City or required by law to retain the Personal Information for a longer period), following which Contractor shall return to the City, or as directed in writing by the City, delete or appropriately destroy all such Personal Information.

21.0 Indemnification

- 21.1 The Contractor shall indemnify, hold and save harmless the City from and against all claims, losses, damages, costs, actions and other proceedings, directly arising out of any bodily injury, including death, or damage to tangible property, to the extent caused by any negligent act or omission, or willful misconduct of the Contractor, its employees, officers, volunteers, servants, Sub-contractors, or agents or persons for whom the Contractor has assumed responsibility in the performance or purported performance of the Work.
- 21.2 Subject to the City having paid all amounts due to Contractor, the Contractor shall indemnify the City from and against any and all liability or expenses by way of legal costs or otherwise in respect of any claim which may be made for a lien or charge at law or in equity or to any claim or liability under the Builders Lien Act, or to any attachment for debt, garnishee process or otherwise.
- 21.3 The Contractor shall defend, indemnify and hold harmless the City and its members, officers, directors, employees, officials, councilors, commissioners, agents, clients, and customers from any expense, cost, loss, claim, damage, judgment or liability for infringement or alleged infringement of any U.S. and Canadian patent, copyright, industrial design, trademark or trade secret with respect to the goods and services comprising the Work, and their process of manufacture, and shall at its own expense defend, or assist in the defence of at the City's option, any action in which such infringement is alleged with respect to any or all of the manufacture, sale or use of the Heat Pump, and the Contractor shall pay all court judgments and awards, royalties and license fees in respect to same. Contractor does not warranty against infringement by reason of the use thereof in combination with other materials, or in the modification of any process, not described in the Heat Pump Specifications.

22.0 Termination

- 22.1 For Cause - If the Contractor defaults in carrying out any of the terms and conditions contained in this Agreement including a failure to make a timely delivery of conforming goods or services and fails to cure such default within 30 days after written notice from the City, or if the default is such that it cannot be completely cured within such 30 days and it fails to begin and diligently proceed to cure within such 30 day period, or if it becomes bankrupt or insolvent, has a receiving order made against it, makes a general assignment for the benefit of its creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, the City may, without prejudice to any other right or remedy it may have:
- (a) on written notice to the Contractor, terminate or suspend all or any portion of this Agreement for default without further liability to the City;
 - (b) make good such deficiencies and may deduct the costs and expenses of doing so from the payment due to the Contractor, including producing or acquiring

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similar goods and services to those ordered hereunder on such terms or in such manner as the City may deem appropriate;

- (c) exercise or call upon any and all remedies afforded by any security for performance issued by the Contractor under this Agreement, or a performance bond or insurance, all of which will survive any such termination of the Agreement; and
- (d) require the Contractor, at the Contractor's cost, to transfer title and deliver to the City where applicable (i) all completed goods paid for by the City but not yet delivered to the City; (ii) such partially completed goods as the City considers necessary and has paid for; (iii) any of the City property in Contractor's possession; and (iv) all Proprietary Data created specifically for the City.

The rights and remedies of the City provided in this Section 22.1 shall not be exclusive and are in addition to any other rights and remedies provided by law and in equity, or under this Agreement.

22.2 For Convenience - The City may, upon 30 days prior written notice to the Contractor, terminate all or any part of this Agreement at any time or times without cause for the City's convenience. Upon receipt of such a termination notice, the Contractor shall stop the Work under this Agreement to the extent specified and terminate all other orders with its suppliers and Sub-contractors relating to this Agreement. The Contractor shall also promptly on receipt of such notice deliver to the City, any City property in its possession and all Proprietary Data. The City's will pay, as full compensation in lieu of the Contract Price and all other claims by and liabilities and obligations to the Contractor under this Agreement, an Early Termination Fee comprised of the aggregate of the following:

- (a) for Services properly performed prior to the date of the delivery of the said notice, at the fee (pro rata) or rate prescribed for such Services;
- (b) for Work deliverables meeting the Agreement requirements properly delivered to and accepted by the City prior to the date of the delivery of such notice, in the amounts specified for such deliverables, pro rata for accepted part deliveries;
- (c) for Work deliverables, including any specially manufactured items, whether partially or fully completed, that were not yet delivered to and accepted by the City prior to the date of delivery of such notice, , payable at the time of their receipt in the amounts specified for such deliverables, pro rata for partially completed or part deliveries; and
- (d) the Contractor's necessary and reasonable Wind up Costs, including but not limited to supplier and sub-contractor cancellation charges, and remobilization expenses incurred, if any, for closing out the Work or part terminated; provided that the Contractor promptly took all available steps to minimize its Wind up Costs upon receipt of such notice and provided the City with the option of taking delivery of any materials and work in progress.

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In no event will the total Early Termination Fee exceed 95% of the Contract Price. The early Termination Fee will be the sole and exclusive remedy of the Contractor upon the City terminating all or any part of this Agreement pursuant to this Section 22.2 at any time or times, without cause, for the City's convenience

23.0 Insurance

- 23.1 Without limiting any of its obligations or liabilities under the Agreement, the Contractor and its Sub-contractors shall obtain and continuously carry during the term of the Agreement at their own expense and cost, the following insurance coverages with minimum limits of not less than those shown in the respective items set out below.
- 23.2 All insurance policies shall be in a form and in amounts satisfactory from time-to-time and with insurers acceptable to the City's Director of Risk Management and shall provide the City with sixty (60) days prior written notice of cancellation or material change resulting in reduction of coverage. Notice must identify the Contract Documents title, number, policyholder, and scope of work.
- 23.3 The Contractor and each of its Sub-contractors shall provide at their own cost any additional insurance which they are required by law to provide or which they consider necessary.
- 23.4 Neither the providing of insurance by the Contractor in accordance with the requirements hereof, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing shall be held to relieve the Contractor from any other provisions of the Agreement with respect to liability of the Contractor or otherwise.
- 23.5 The insurance coverage shall be primary insurance with respect to liability arising out of the Work of the Contractor. Any insurance or self-insurance maintained by or on behalf of the City, its officers, officials, employees, servants or agents shall be excess of this insurance and shall not contribute with it.
- 23.6 Prior to the Effective Date, the Contractor shall provide the City with evidence of all required insurance in the form of Schedule K. The Certificate of Insurance shall identify the Contract Documents title, number, policyholder and scope of work and shall not contain any disclaimer whatsoever. At all times thereafter, throughout the term of this Agreement, similar evidence of renewals, extensions or replacement of all required insurance must be forwarded to the City's Designated Representative prior to the effective date of same. Within 14 days of a request for same, certified copies of all applicable insurance policies will be made available to the City's Designated Representative, provided however, insurance policy documentation will be limited to coverages, limits and exclusions.
- 23.7 The Contractor shall provide in its agreements with its Sub-contractors clauses in the same form as those found herein. Upon request, the Contractor shall deposit with the City's Designated Representative certificates of insurance for the policies it has obtained from its Sub-contractors and a copy of the insurance clauses so provided in the said agreements.

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- 23.8 The Contractor shall obtain and maintain in full force and effect during the term of the Agreement, insurance not less than that set out below and provided by a company duly registered and authorized to conduct insurance business in the Province of British Columbia.
- (a) Commercial General Liability Insurance: The Contractor will maintain Commercial General Liability insurance in sufficient amounts and description to protect the Contractor, its Sub-contractors, the City and their respective officers, officials, employees, and agents against claims for damages, personal injury including death, bodily injury and property damage which may arise under this Agreement. The limit of commercial general liability insurance shall be not less than five million dollars (\$5,000,000) per occurrence for personal injury, death, bodily injury or property damage, and in the aggregate with respect to products and complete operations. Contractor warrants the City's additional insured status in not subject to a deductible. The policy of insurance shall:
- (i) be on an occurrence form;
 - (ii) add the City and its officials, officers, employees and agents as additional insureds to the extent of Contractor's negligence or willful misconduct, or tortious conduct, with respect to the Work
 - (iii) contain a cross-liability or severability of interest clause;
 - (iv) extend to cover non-owned automobile liability, contingent employer's liability, blanket contractual liability, contractor's protective liability, broad form property damage, broad form product and completed operations and operations of attached machinery.
- (b) Third Party Auto Liability Insurance: The Contractor will maintain and cause its Sub-contractors to maintain Third Party Auto Legal Liability Insurance in an amount not less than five million (\$5,000,000) dollars per occurrence and Physical Damage Insurance for all vehicles owned, leased or operated by the Contractor in connection with this Agreement.
- (c) All Risk Property Insurance: The Contractor will maintain all risks insurance protecting the Contractor and the City against physical loss or damage to the Heat Pump and all components thereof in an amount of not less than the full Agreement price and which insurance will terminate only upon safe delivery to and acceptance by the City. The policy will name the City as additional insured and loss payee with respect to its insurable interest in the Heat Pump, and will contain a waiver of subrogation in favour of the City with respect to its insurable interest in the Heat Pump. Contractor warrants the City's additional insured status in not subject to a deductible.

24.0 Bonds

- 24.1 The Contractor shall provide to the City on or before the Effective Date, Bonds consisting of a Performance Bond, a Down Payment Bond and a Warranty Bond duly completed and issued by a surety company authorized and licensed to carry on

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business in British Columbia and having an office in British Columbia in the amounts set out in Schedule L. The Performance Bond will be extended by the Contractor at the City's request and cost, for a further 180 days.

24.2 All the Bonds must be issued in favour of the City and be in the form and on terms as set out in Schedule L.

24.3 The cost of all Bond premiums will be included in the Contract Price.

25.0 WorkSafeBC Compliance

25.1 Prior to the Effective Date, the Contractor shall provide evidence that it is registered and in good standing with WorkSafeBC.

25.2 The Contractor shall at its own expense procure and carry or cause to be procured and carried and paid for, full WorkSafeBC coverage for itself and all workers, employees, and others engaged in or upon any Work under this Agreement.

25.3 The City has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafe BC coverage against any money owing by the City to the Contractor. The City shall have the right to withhold payment under this Agreement until the WorkSafe BC premiums, assessments or penalties in respect of work done or service performed in fulfilling this Agreement had been paid in full.

25.4 The City now designates the Contractor as the "Prime Contractor" for the Work, and the Contractor now acknowledges and agrees to its designation as the Prime Contractor for the Work, in respect of all Work under this Agreement for the purposes of the WorkSafeBC Rules.

25.5 The Contractor will indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to:

(a) unpaid WorkSafeBC assessments of the Contractor or any other employer for whom the Contractor is responsible under this Agreement;

(b) the acts or omissions of any person engaged directly or indirectly by the Contractor in the performance of this Agreement, or for whom the Contractor is liable pursuant to the Contractor's obligations as the Prime Contractor, and which acts or omissions are or are alleged by WorkSafeBC to constitute a breach of the WorkSafeBC Rules or other failure to observe safety rules, regulations and practices of WorkSafeBC, including any and all fines and penalties levied by the WorkSafeBC; or

(c) any breach of the Contractor's obligations under this provision.

26.0 Character of Workers

26.1 On the written request of the City, the Contractor will remove any employee, Sub-contractor or agent for any reason including but not limited to the following:

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- (a) lack of or failure to obtain any required security clearance;
- (b) intoxication;
- (c) use of foul, profane, vulgar or obscene language or gestures;
- (d) solicitation of gratuities or tips from any person for services performed under the Agreement;
- (e) willful, negligent or reckless action in disregard of safety or sanitary requirements or regulations; or
- (f) any action which may constitute a public nuisance or disorderly conduct.

26.2 The Contractor will immediately comply with each such request and will then provide the City with all requested documentation verifying that the employee, Sub-contractor or agent has been removed from further involvement with this Agreement.

27.0 Unavoidable Delay

27.1 Except for the performance of obligations to pay money, time periods for the City's and the Contractor's performance under this Agreement will be extended for periods of time during which their performance is delayed or prevented due to an Unavoidable Delay. An "Unavoidable Delay" means a delay caused by any circumstances beyond the reasonable control of the party trying to perform (such as, for example, strikes/lockouts, acts of God, flood, unavailability of transportation which could not have been reasonably foreseen, war, acts of terrorism, existing and future restrictive governmental laws, ordinances, rules and regulations which are applied to or imposed upon the Contractor after the Effective Date, or to any act of City or any party for whom Contractor is not responsible) but expressly excludes any and all delays caused by the following; Contractor's lack of financial resources or insolvency, strikes or lockouts or labour affiliations of the Contractor's employees which could have been reasonably foreseen and addressed with respect to the Heat Pump, and Sub-contractors, or governmental action taken in the enforcement of law specifically against the Contractor for violation of an applicable law.

28.0 Dispute Resolution

28.1 All claims, disputes or issues in dispute between the City and the Contractor shall be decided by mediation or arbitration, if the parties agree, or failing agreement, in a court of competent jurisdiction within the Province of British Columbia and be governed by the laws of British Columbia.

28.2 In the event that the parties agree to arbitration pursuant to the above, the arbitration shall be governed by the rules of the British Columbia International Commercial Arbitration Centre, except that the arbitrator or arbitrators shall be agreed upon by the parties, and failing agreement by the parties, shall be appointed by a court of competent jurisdiction within the Province of British Columbia.

28.3 In the event that the parties agree to arbitration, the arbitration shall take place in the Lower Mainland, British Columbia and be governed by the laws of British Columbia.

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28.4 The procedure set out in this section is not meant to preclude or discourage informal resolution of disagreements between the City and the Contractor.

29.0 Contract Price/Payment

29.1 Payment by the City of the Contract Price shall be made in accordance with the Payment Schedule set out in Schedule C. The Contractor shall be paid each milestone payment only upon complete performance of such milestone in accordance with this Agreement.

29.2 The Contract Price is fixed as set out in Schedule C and may not be changed by either party except to the extent mutually agreed upon by both parties in writing pursuant to Section 13.

29.3 The risk of loss for the Heat Pump shall remain with the Contractor until its delivery FOB First Destination in satisfactory condition to the Energy Centre. The Contractor will be responsible for any and all loss or damage to the City's property while such property is in the Contractor's possession or control. Any of the City's property in the Contractor's possession shall be plainly marked "Property of the City of Vancouver", shall be fully insured by the Contractor, shall be safely stored apart from other property, shall be used solely for the purpose of fulfilling this Agreement, and shall be returned to the City immediately upon its written demand.

30.0 Taxes

30.1 The City will pay the GST and PST on the Contract Price.

30.2 The Contract Price is deemed to be exclusive of GST and PST. However, all other governmental taxes, levies, and fees, as well as all other costs relating to freight, handling, duties, brokerage, royalties, handling, overhead, profit and any and all other costs are deemed to be included in the Contract Price.

30.3 Invoices must separately show the appropriate amounts for GST and PST.

31.0 Non-resident Withholding Tax

31.1 The *Income Tax Act* (Canada) requires that payments to non-residents for any work performed in Canada may be subject to a non-resident withholding tax. Exemption from this withholding tax may be available in some circumstances, but the Contractor is responsible for acquiring any exemption.

31.2 The City is legally required by the *Income Tax Act* (Canada) to withhold a specified amount from any payment to a non-resident (as defined in the Act) where no exemption certificate can be produced to the City by that non-resident. The amount of the withholding is determined by the residency of the non-resident and the applicable Income Tax Act Regulations.

32.0 Failure to Enforce

32.1 Any failure by the City to enforce or require the strict keeping and performance of any of the terms and conditions contained in this Agreement will not constitute a waiver of

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such terms and conditions and will not affect or impair such terms and conditions in any way or the City's right at any time to avail itself of such remedies as the City may have for any breach or breaches of such terms and conditions.

33.0 Successors and Assigns

33.1 This Agreement will benefit and bind each party and its successors and permitted assigns.

34.0 No Publicity/Promotion of Relationship

34.1 Contractor shall not make any public announcement, or any communication with the media, in connection with this Agreement, without the express prior written consent of the City.

34.2 The Contractor shall not disclose or promote its relationship with the City, including by means of any verbal declarations or announcements and by means of any sales, marketing or other literature, letters, client lists, press releases, brochures or other written materials without the express prior written consent of the City (except as may be necessary for the Contractor to perform the Contractor's obligations under the terms of the Agreement).

34.3 Contractor agrees and acknowledges that:

- (a) nothing in this Agreement shall grant or shall be deemed to grant Contractor any marketing, sponsorship or promotion right in connection with the City;
- (b) nothing in this Agreement shall provide Contractor with any right or advantage in securing any future marketing or sponsorship opportunity and the goods and services provided hereunder shall not be deemed for any purpose an advance or other credit against sponsorship rights fees or other fees otherwise payable to the City; and
- (c) unless otherwise specified, nothing in this Agreement shall impose or be deemed to impose upon the City any obligation to purchase from Contractor any future goods and services required by the City or any goods and services whatsoever other than those goods and services specified in this Agreement.

35.0 Counterparts

35.1 This Agreement and any other writing delivered pursuant hereto may be executed in any number of counterparts, including by facsimile or other electronic transmission, with the same effect as if both parties to this Agreement or such other writing had signed the same document, and all counterparts will be construed together and constitute one and the same instrument.

36.0 Consequential Damages

36.1 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST PROFITS), OR PUNITIVE DAMAGES.

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- 36.2 For greater certainty the following do not constitute special, consequential or punitive damages;
- (a) Direct costs and expenses incurred by the Contractor in providing repairs and modifications to the Heat Pump in correcting all deficiencies and non-conformances as required by this Agreement;
 - (b) expedited shipping costs and expenses as described in Section 3.8;
 - (c) Shortfall Payments as described in Schedule F; or
 - (d) service level credits as described in Schedule E.

IN WITNESS TO THE ABOVE the parties have executed and delivered this Agreement as set out below, by their duly authorized representatives.

CITY OF VANCOUVER, by its authorized signatory:

Signature

Name

Title

_____, by its authorized signatory(ies):

Signature

Signature

Name

Name

Title

Title

SCHEDULE A - SCOPE OF SUPPLY

[NOTE: To be drafted based on scope of work set out in the RFP]

END OF SECTION

SAMPLE

SCHEDULE B - MILESTONE SCHEDULE

This schedule sets out the milestone dates by which the Contractor agrees to supply all materials covered under the Contract.

Description	Number of Weeks following Effective Date of Contract
Submission of contract award submittals	
Submission of shipment submittals	
Factory testing (if applicable)	
Transit time	
Delivery to site	
Commissioning	
Submission of commissioning submittals	
Operator training	
Submission of closeout submittals	

END OF SECTION

SCHEDULE C - CONTRACT PRICE AND PAYMENT SCHEDULE

1 CONTRACT PRICE

All prices listed below in Tables 1 and 2 are F.O.B. Delivery Site. All prices as listed are in Canadian Funds and are to be exclusive of GST and PST.

“GST” means the goods and services tax administered under the Excise Tax Act (Canada) and any successor tax or levy therefore in force from time-to-time.

*[Contract Price table to be inserted based on Proponent's Commercial Proposal
(Appendix 6 to Part C of the RFP)]*

2 PAYMENT SCHEDULE

*[Payment Schedule table to be inserted based on Proponent's Commercial Proposal
(Appendix 6 to Part C of the RFP)]*

END OF SECTION

SCHEDULE D - HEAT PUMP SPECIFICATION

[NOTE: To be inserted based on the Requirements set out in the Performance Specifications Section 11510 and Section 01330 as prepared by KWL as set out in the RFP and the Proposal.]

Part 1 - Appendices

- Appendix 1: Heat Pump Performance
- Appendix 2: Specification; Medium Voltage (4000 V) Motors;
- Appendix 3: Data Sheets
- Appendix 4: Sewage Quality Reports

END OF SECTION

SCHEDULE E - MAINTENANCE SERVICES AND SERVICE LEVELS

[NOTE: Description of Maintenance Services to be drafted based on the Proposal and service levels to be inserted based on Service Level Specifications included in the RFP.]

END OF SECTION

SAMPLE

SCHEDULE F - TEST SPECIFICATIONS AND PROCEDURES; SHORTFALLS

[NOTE: To be inserted based on Test Specification and Procedures; Shortfalls included in the RFP.]

END OF SECTION

SAMPLE

SCHEDULE G - OPERATIONS AND MAINTENANCE MANUAL

[NOTE: To be inserted based on requirements for Operations and Maintenance Manual set out in Section 11510 of the Heat Pump Specification included in the RFP.]

END OF SECTION

SAMPLE

SCHEDULE H - TRAINING

[NOTE: To be inserted based on the Proposal and the requirements for training set out in Section 11510 of the Heat Pump Specification included in the RFP.]

END OF SECTION

SAMPLE

Project Schedule will: _____ days or _____ days
increase decrease

Completion Date as of this Change Order _____

SIGNATURE DATE

Consultant Acceptance _____

City's Project Manager _____

Copy 1 ENGINEERING PROJECT FILE
Copy 2 CITY PURCHASING COPY
Copy 3 CONSULTANT'S COPY
Copy 4 LAW DEPARTMENT COPY

Work Order number: _____

END OF SECTION

SCHEDULE J - SUB-CONTRACTORS

If the services proposed by the Proponent include the use of Sub-Contractors, they must be identified below and the history and related experience of the organization and its personnel included in the Proposal. The Proponent will assume full responsibility for any services provided by any Sub-Contractor. Sub-Contractors must be approved by the City of Vancouver.

The Sub-Contractors shown below are the Sub-Contractors that the Proponent proposes to use to carry out the Requirements. The City expects that the Proponent will engage the listed Sub-Contractors and no others in their stead unless previously authorized in writing by the City.

If no Sub-Contractors will be used, indicate "Not Applicable".

Company Name, Address	Contact Name and Telephone Number	Area of Responsibility

END OF SECTION

SCHEDULE J - SUB-CONTRACTORS

If the services proposed by the Proponent include the use of Sub-Contractors, they must be identified below and the history and related experience of the organization and its personnel included in the Proposal. The Proponent will assume full responsibility for any services provided by any Sub-Contractor. Sub-Contractors must be approved by the City of Vancouver.

The Sub-Contractors shown below are the Sub-Contractors that the Proponent proposes to use to carry out the Requirements. The City expects that the Proponent will engage the listed Sub-Contractors and no others in their stead unless previously authorized in writing by the City.

If no Sub-Contractors will be used, indicate "Not Applicable".

Company Name, Address	Contact Name and Telephone Number	Area of Responsibility

END OF SECTION

SCHEDULE K - CERTIFICATE OF INSURANCE

END OF SECTION

SAMPLE

SCHEDULE L - BONDS

APPENDIX 1 - WARRANTY BOND

APPENDIX 2 - ADVANCE PAYMENT BOND

APPENDIX 3 - PERFORMANCE BOND

SAMPLE

APPENDIX 1 - WARRANTY BOND

BOND NO.

KNOW ALL MEN BY THESE PRESENTS:

That _____, as Principal, hereinafter called Contractor, and _____, as Surety, hereinafter called Surety, are held and firmly bound unto the City of Vancouver, as Obligee, hereinafter called Owner, in the penal sum of \$ _____ CDN, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement entered into a contract with Owner for Warranty services per Section 17 of Supply and Maintenance Agreement for PACKAGED MECHANICAL VAPOR COMPRESSION HEAT PUMP FOR SEWAGE HEAT RECOVERY.

WHEREAS, This bond begins and is in force on Live Cut-Over in accordance with the contract condition 1.1(zz), the Drawings and Specifications, which contract is by reference incorporated herein, and made a part hereof, and is referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall remedy any defects due to faulty materials or workmanship which shall appear within 12 months after it is in force, as provided for in the Contract, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that Owner shall give Contractor and Surety notice of observed defects with reasonable promptness.

SIGNED and sealed this _____ day of _____, 2019.

IN THE PRESENCE OF :

Principal

Title

By _____
Attorney-in-Fact

APPENDIX 2 - ADVANCE PAYMENT BOND

1 SURETY BOND

Bond No.:

Know All Men by These Presents:

That _____, as Principal, and _____, as Surety, are held and firmly bound unto City of Vancouver, as Obligee, in an amount not to exceed \$_____ CDN, for the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

WHEREAS, the Principal has entered into a Supply and Maintenance Agreement for Packaged Mechanical Vapor Compression Heat Pump For Sewage Heat Recovery with the Obligee; and

WHEREAS, the Contract provides for an Advance Payment to be made by the Obligee to the Principal, for the delivery of the PACKAGED MECHANICAL VAPOR COMPRESSION HEAT PUMP pursuant to Schedule C of the Contract; and

WHEREAS, this bond expires when the equipment is delivered FOB First Destination; and

WHEREAS, the Obligee has required the Principal to furnish a bond in the form and tenor of this instrument, for which the Obligee has agreed to pay the cost thereof, as a condition for execution and delivery of the Contract and delivering the Advance Payment; and

NOW, THEREFORE, this bond is given to indemnify and hold the Obligee harmless against any and all losses and expenses which may result from the failure of the Principal to faithfully comply with the terms, conditions and covenants of the Contract, subject only to the maximum penal sums provided hereby.

PROVIDED, HOWEVER, THAT in no event shall the Surety's liability exceed the penal sum of this Bond..

Signed, sealed and dated this _____, 2019

(Seal)

Witness

By: _____

(Seal)

Witness

By: _____, Attorney-in-Fact

APPENDIX 3 - PERFORMANCE BOND

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, That we

Of _____, as Principal, (hereinafter called Principal), and _____, a corporation organized and existing under the laws of the State of Connecticut with its Home Office in the City of Hartford, Connecticut, as Surety, (hereinafter called Surety), are held and firmly bound unto City of Vancouver, as Obligee, in the full and just sum of (\$ _____) Dollars, lawful money of Canada, to be paid to the said Obligee, successors or assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered, or is about to enter, into a written Agreement with the Obligee called the Packaged Mechanical Vapor Compression Heat Pump for Sewage Heat Recovery - Supply and Maintenance Agreement

This bond is in effect until the sooner of 6 months following delivery of equipment or completion of site performance testing and mutual execution of the Site Test Completion Certificate (and may be extended at additional cost for a further 180 days) and as is more specifically set forth in said Agreement, to which reference is hereby made.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well and truly perform and carry out the covenants, terms, and conditions of said Agreement, then this obligation to be void; otherwise to remain in full force and effect.

Sealed with our seals and dated this _____ day of _____, 2019

Witness:

(Principal) (SEAL)

(SEAL)

By _____
Attorney-in-Fact

END OF SECTION