

# **SUPPLIER COMPLIANCE PACKAGE**

## **FACILITY MANAGEMENT**

### **SERVICE PROVIDERS**



**RELEASE DATE: June 2016**



Supplier Compliance Service Package Facilities Management	Approved & Issued by: Sr. Director, Strategic Procurement
Issue & Revision Date: June 23 2016 Version 7	SCP-SP-Protrans BC -7

Dear Supplier:

In order to promptly register your company as a supplier to Protrans BC Operations Ltd. (“Protrans”) and to ensure timely payment of your invoices, we require that requested information and agreement to the various terms included in the enclosed Supplier Compliance Package (“SCP”) **PRIOR** to any purchase orders being issued or work commencing.

The terms and conditions of this SCP shall apply to all work performed by your company for Protrans in the event that an alternative written agreement has not been executed for the work to be performed.

<b><u>PART A</u></b> <b>GENERAL PACKAGE</b>	<b>Sections 1- 5 are to be completed and submitted to your local Protrans representative for processing</b> <b>**including proof of Workers’ Compensation and Insurance coverage**</b>
Section 1	SUPPLIER CONTACT INFORMATION SHEET
Section 2	TRADE CODE LIST
Section 3	WORKERS COMPENSATION REQUIREMENTS
Section 4	INSURANCE REQUIREMENTS
Section 5	SUPPLIER AFFIRMATION

<b><u>PART B</u></b> <b>SCHEDULES</b>	<b>Schedules 1- 3 are for the Supplier to review and retain.</b> <b>The Schedules do not need to be returned to Protrans.</b>
Schedule 1	CODE OF BUSINESS CONDUCT
Schedule 2	GENERAL CONDITIONS
Schedule 3	SUPPLIER UPDATES



**SNC • LAVALIN**

Supplier Compliance Service  
Package Facilities Management

Approved & Issued by:  
Sr. Director, Strategic  
Procurement

Issue & Revision Date:  
June 23 2016 Version 7

SCP-SP-Protrans BC -7

## Section 1: Supplier Contact Information Sheet

# PART A

## GENERAL PACKAGE

Sections 1- 5 are to be completed and submitted to your local Protrans representative for processing

**\*\*including proof of Workers' Compensation and Insurance coverage\*\***





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<b>Company Information</b>	
<b>Is this application for</b>	Head Office <input type="checkbox"/> Branch <input type="checkbox"/> Franchise <input type="checkbox"/>
<b>Preferred language of correspondence</b>	English <input type="checkbox"/> French <input type="checkbox"/>
Name Company:	_____
	<i>Full legal company name</i>
Company Mailing address:	_____
	<i>Street Address/Box No.</i>
Unit or Suite No.:	_____
Postal Code/Zip Code:	_____
<b>Main Contact Name:</b>	_____
	<i>First and last name</i>
Email:	_____
Phone No.:	_____
<b>Emergency Contact Name:</b>	_____
	<i>First and last name</i>
Emails:	_____
Phone No.:	_____
<b>Preferred method of communication for Work Orders or Purchase Orders</b>	<input type="checkbox"/> Email <input type="checkbox"/> Fax
<b>Work Order to be sent to:</b>	<input type="checkbox"/> Check if same as Main Contact
Email:	_____
Contact Name:	_____
Fax No.:	_____
Phone No.:	_____
<b>Purchase Order to be sent to:</b>	<input type="checkbox"/> Check if same as Main Contact
Email :	_____
Fax No.:	_____
<b>Remittance Address Information</b> (Complete if different from above Company Mailing address)	
Street Address/Box No.:	_____
City:	_____
Postal Code/Zip Code:	_____
Email:	_____
Unit or Suite No.:	_____
Province/State:	_____
Phone No.:	_____
Fax No.:	_____
<b>Tax Information</b>	
Currency:	CAD <input type="checkbox"/> USD <input type="checkbox"/> Other <input type="checkbox"/> Specify: _____
GST No.:	_____
PST No.:	_____
HST No.:	_____
QST No.:	_____
Exempt:	<input type="checkbox"/>
Indicate reason for tax exemption:	_____



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**SECTION 2 TRADE CODE LIST**

<sup>1</sup> For Ontario Suppliers affected by Bill 119 - For clarification on whether a service is affected by Bill 119, Suppliers can contact WSIB directly.

<sup>2</sup> Bill 119 Exemptions

**CLEANING SERVICES**

- Carpet Cleaning
- Cleaning - High (Ceilings/Beams)
- Door Mat Service
- Fabric/Upholstery Cleaning
- Graffiti Removal
- Janitorial Services
- Janitorial Supplies
- Linen Service
- Power/Pressure Washing
- Special Cleaning (High Tech/Bio)
- Special Cleaning (Restoration)
- Special Cleaning Other
- Window Cleaning <sup>1</sup>

**WASTE/RECYCLING**

- Hazardous Material Pickup
- Recycling
- Skid Removal
- Waste - Grease
- Waste Removal

**SECURITY**

- Access Cards
- Bank Vaults
- Cash Management Dispenser
- CCTV Systems
- Night Depository
- Safety Deposit Boxes
- Security Guards
- Security System
- Security System Monitoring

**CONSTRUCTION / RESTORATION**

- Carpentry / Millwork <sup>1</sup>
- Construction/Restoration - Heritage <sup>1</sup>
- Construction/Restoration - Structure <sup>1</sup>
- Demolition <sup>1</sup>
- Excavation - Watermains & Sewers <sup>1</sup>
- General Contractor - Small Projects <sup>1</sup>
- General Maintenance/Handyman <sup>1</sup>
- Masonry/Brick Rest - General <sup>1</sup>
- Masonry/Brick Rest - Heritage <sup>1</sup>
- Equipment Maintenance <sup>1</sup>

**BUILDING/ENVELOPE**

- Exterior Finishes <sup>1</sup>
- Doors/Windows <sup>1</sup>
- Roof <sup>1</sup>
- Roof Drainage (Eaves) <sup>1</sup>

**PARKING**

- Parking Lot Maintenance
- Parking Lot Operator

**OTHER SPECIFY:**

**DOORS AND WINDOWS**

- Door/Frame/Hardware <sup>1</sup>
- Glass Installation/Repair <sup>1</sup>
- Impact Door <sup>1</sup>
- Locksmith
- Overhead Doors (Motor/Manual) <sup>1</sup>
- Window/Frame/Hardware <sup>1</sup>

**CONVEYING SYSTEMS**

- Conveyor System Monitoring
- Conveyor System Service <sup>1</sup>
- Elevator/Escalator Maintenance Service <sup>1</sup>
- Elevator Alarm Monitoring

**ELECTRICAL**

- Electrical - High Voltage (> 600 volts) <sup>1</sup>
- Electrical - Low Voltage (< 600 volts) <sup>1</sup>
- General Electrical <sup>1</sup>
- Electrical Supplies <sup>1</sup>
- Generator (Standby/Emergency Power) <sup>1</sup>
- Lighting <sup>1</sup>
- Uninterrupted Power Supply <sup>1</sup>

**FIRE AND LIFE SAFETY**

- Fire Alarm Monitoring
- Fire Alarm Systems
- Fire Protection Equipment

**MECHANICAL**

- Air Duct Cleaning <sup>1</sup>
- Building Automated System (BAS) <sup>1</sup>
- HVAC - Chillers/Cooling Towers <sup>1</sup>
- HVAC - Heating / Boilers <sup>1</sup>
- HVAC - Mechanical Contractor <sup>1</sup>
- HVAC - Supplies <sup>1</sup>
- Mechanical - Monitoring (Other) <sup>1</sup>
- Mechanical Equipment Testing <sup>1</sup>
- Mechanical Inspections <sup>1</sup>
- Mechanical Pumps (Service/Repair) <sup>1</sup>
- Mechanical Supplies <sup>1</sup>
- Plumbing <sup>1</sup>
- Plumbing Supplies <sup>1</sup>
- Refrigeration <sup>1</sup>
- Water Treatment (HVAC) <sup>1</sup>
- Water Treatment (Potable) <sup>1</sup>
- Water Treatment Supplies <sup>1</sup>

**INFORMATION TECHNOLOGY**

- Arts/Media <sup>2</sup>
- Information Technology Systems <sup>2</sup>
- Reproduction - Copying <sup>2</sup>
- Telecommunications <sup>2</sup>
- Vault Access <sup>2</sup>

**SITE WORK**

- Dock Levelers <sup>1</sup>
- Dock Locks <sup>1</sup>
- Fencing
- Flags/Flagpoles
- Landscaping/Grounds Maintenance <sup>2</sup>
- Lawn Sprinkler Systems <sup>1</sup>
- Paving/Line Painting <sup>1</sup>
- Septic Tanks/Pumping <sup>1</sup>
- Site Drainage/Catch Basins <sup>1</sup>
- Snow Clearing/Removal

**BUILDING OPERATIONS**

- Courier/Delivery <sup>2</sup>
- Equipment Supplier/Rental <sup>1</sup>
- Furniture Installation <sup>1</sup>
- Office Moves <sup>1</sup>
- Property Management <sup>2</sup>
- Office - Supplies
- Health & Safety - Supplies
- Industrial - Supplies
- Signage <sup>1</sup>
- Uniforms <sup>2</sup>

**SPECIALTIES**

- Dining Services <sup>2</sup>
- Emergency Services <sup>1</sup>
- Falconry Services <sup>2</sup>
- Fuel Storage/Delivery/Cleaning <sup>1</sup>
- Interior Plant Care <sup>2</sup>
- Laboratory Tests (non environmental) <sup>2</sup>
- Pest Control <sup>2</sup>
- Roof Anchors/Davits/Swing stage <sup>1</sup>
- Space Measuring <sup>1</sup>
- Wildlife Services/Permits/Reports <sup>2</sup>

**INTERIOR FINISHES**

- Flooring/Carpet Installation <sup>1</sup>
- Interior Walls/Ceilings <sup>1</sup>
- Interior Painting <sup>1</sup>
- Window Coverings <sup>1</sup>

**ENVIRONMENTAL**

- \* Environmental Remediation - Asbestos
- \* Environmental Remediation - Bio Hazard
- \* Environmental Remediation - Fuel/Chem
- \* Environmental Remediation - Mould
- \* Environmental Reports/Lab. Analysis

**CONSULTANTS**

- \* Consult - Environmental
- \* Consult - Heritage
- \* Consult - Landscape
- \* Consult - Mechanical
- \* Consult - Other
- \* Consult - Roofing
- \* Consult - Structural



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### Section 3: Workers' Compensation Requirements

With respect to Workers' Compensation, the Supplier represents and warrants that as of this date:

(Check the appropriate box):

#### OPTION 1

the Supplier is in good standing with the Workers' Compensation Boards (WCB) in the provinces in which it renders service for Protrans. **Supplier has enclosed current certificates as proof of WCB coverage** and affirms that it will continue to pay its premiums in a timely manner in order to maintain good standing with all applicable provincial WCB for so long as Supplier continues to provide service for Protrans.

OR

#### OPTION 2

the Supplier is self-employed and that the business has no employees other than the owner. **Supplier has enclosed the WCB ruling** confirming that Supplier has Independent Operator status.

The Supplier acknowledges that it must notify the appropriate provincial WCB of any material change in circumstances with the above-mentioned business and should this affect the Supplier's obligations under the Worker's Compensation Act, the Supplier will notify Protrans accordingly within ten (10) business days.

The Supplier represents and warrants that it understands the requirements of the WCB for each province in which service for Protrans is being provided. The Supplier agrees to comply with the code requirements and all the other applicable laws and regulations regarding Workers' Compensation, payroll taxes and similar employment issues.

Protrans shall have the right to require proof WCB coverage or Independent Operator status at any time for so long as Supplier is rendering services and prior to payment of any invoices.

### Section 4: Insurance Requirements

With respect to insurance coverage, the Supplier hereby warrants that it currently has in place and will maintain at all times all required insurance coverage, naming Protrans BC Operations Ltd and its Client, specifying 30 days notice shall be provided to Protrans in the event of reduction, non-renewal or cancellation of insurance coverage.

With the submission of the Supplier Compliance Package, **Supplier has enclosed certificates of insurance** evidencing proof of insurance coverage. Such insurance shall include the minimum of the amounts stipulated below:

- (1) \$2,000,000 Commercial General Liability
- (2) \$2,000,000 Comprehensive Automotive Liability
- (3) \$1,000,000 Errors and Omissions insurance, for the services identified with an asterisk (\*) on the Trade Code List.

The following language must be added to the Supplier's insurance policies under additional insurance, but only with respect to liability arising from the operations and activity of the Supplier and it's representatives in performing the work:

"SNC-Lavalin Operations & Maintenance Services Inc., InTransit BC Limited Partnership, RAVCO, Canada, Southcoast BC Transportation Authority, Vancouver Airport Authority, City of Vancouver, City of Richmond and Her Majesty the Queen in rights of British Columbia."

The Certificate Holder is: Protrans BC Operations Ltd.,  
9851 Van Horne Way  
Richmond, BC V6X 1W4

Supplier agrees to submit on an annual basis, revised certificates of insurance, as Supplier's policies renew. Protrans shall have the right to require proof of insurance coverage at any time for so long as Supplier is rendering Services and prior to payment of any invoices.



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## Section 5: Supplier Affirmation

By submitting this Supplier Compliance Package, I, the undersigned, agree and certify that:

- ✓ I am duly authorized to provide the information requested herein and declare that all the information provided is true and correct in all respects.
- ✓ Supplier is responsible to advise Protrans of any update to the submitted information as changes occur as per the instructions enclosed as Schedule 3.
- ✓ Supplier undertakes to fulfill all of its obligations at all times as stipulated in Section 3, **Worker's Compensation Requirements** and Section 4, **Insurance Requirements**.
- ✓ Supplier has received and shall comply with the **Code of Business Conduct**, which has been enclosed as Schedule 1.
- ✓ Supplier has received, understood and agrees with the **General Conditions**, which has been enclosed as Schedule 2.
- ✓ In the event of inconsistency, the following order of precedence shall apply: Specific Conditions to an Order, Client Specific Conditions, General Conditions.
- ✓ Submission of the SCP by the Supplier does not constitute an obligation on the part of Protrans to solicit any bids from or purchase any goods or services from the Supplier.
- ✓ Any future work orders or purchase orders placed with Supplier will be governed by the terms of the enclosed SCP unless an alternative written agreement has been executed between Supplier and Protrans or until Protrans requests the completion of an updated SCP.

\_\_\_\_\_  
SUPPLIER'S COMPANY NAME

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE / POSITION

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

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# PART B

## SCHEDULES

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## Schedule 1: Code of Business Conduct

*The Supplier declares that it will comply with Protrans BC Operations Ltd.'s (hereafter «Protrans») Code of Business Conduct whenever providing services to Protrans or to its affiliates. This Code of Business Conduct is an integral part of any agreement entered into between Protrans and the Supplier.*

### 1.0 CODE OF CONDUCT

It is the policy of Protrans and its affiliates to maintain the highest standard of ethics in the conduct of its business. This is required from any supplier, contractor, subcontractor, consultant, service provider, vendor (hereafter «Supplier») engaged by Protrans to provide services to our Clients. The provisions of this Code of Business Conduct are mandatory and full compliance is expected of any Supplier as a condition of doing business with Protrans or its Clients. The Supplier must ensure that its employees, agents and subcontractors engaged in rendering services to Protrans or its Clients comply with this Code of Conduct.

### 2.0 USE OF INFORMATION

The Supplier shall not, unless expressly pre-authorized to do so in writing, give or release, use or disclose, any Confidential Information about Protrans or its Clients. All non-public information is deemed Confidential Information, whether written or verbal and includes proprietary, technical, financial or business information acquired by Supplier directly or indirectly about Protrans, its Clients or its other suppliers. In addition, the Supplier shall not take personal advantage of this Confidential Information outside of the contemplated business relationship between Protrans and Supplier. If the Supplier is doing business with a competitor to Protrans or to a Client or affiliates thereof, or acquires a significant interest or is acquired by a competitor to Protrans or of a Client, the Supplier shall ensure that confidential Information is properly protected and secured to avoid any disclosure to or use by such competitor, either directly or indirectly, and shall provide evidence of such precautionary measures if so requested by Protrans. This confidentiality obligation shall survive the term of the agreement between Protrans and Supplier.

### 3.0 CONFLICT OF INTEREST

- 3.1 A conflict of interest occurs when an individual or organization has an interest that might compromise its duties, judgment and its reliability.
- 3.2 Protrans' procurement policy is based on a process which favors the principles of competition, fairness, integrity, value for money and award of contracts to Suppliers prepared to act in the best interest of Protrans and its Clients. The Supplier must avoid any situation that may involve a conflict or a perceived conflict with these principles or between its personal interests and the interests of Protrans and its Clients.

Violations of these principles include but are not limited to the following situations:

- a. Ownership by the Supplier or an affiliate, or a family member, of a significant financial interest in any competitor to Protrans or to the Client, either directly or indirectly;
- b. Ownership of or significant financial interest in the Supplier by a competitor to Protrans or to the Client, either directly or indirectly;
- c. An employee or principal of the Supplier serving as a director, officer, partner, consultant or in any other key role to a competitor of Protrans or of the Client;
- d. Influencing or attempting to influence Protrans employees or their families with inducements, such as offering gifts, gratuities (except in limited situations which are customary, business related and of nominal value) or rendering services to Protrans employees which might unfairly influence or might be perceived to unfairly influence the business interaction between Protrans and the Supplier;



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- e. Entering into business arrangements with Protrans employees or their family members outside of the Protrans-Supplier business relationship;
  - f. Non-disclosure of known collusion or other forms of bid rigging;
  - g. Acting for a fee as a broker, finder or other intermediary for the benefit of a third party in transactions involving Protrans or its interests;
  - h. Involvement in any other arrangement or circumstance, including family or other personal relationships, which might dissuade the Supplier from acting in Protrans' or its Client's best interests.
- 3.3 The Supplier shall make prompt and full disclosure in writing to Protrans of any situation which may involve a conflict of interest, or a perceived conflict of interest. Such disclosure should be made to Protrans' Director of Strategic Procurement. Protrans shall then communicate to the Supplier the measures to resolve such conflict and the Supplier shall abide by such decision.
- 3.4 Protrans recognizes that the Supplier may have many other clients including competitors of Protrans or its Clients. The Supplier shall avoid doing anything which may harm or may be reasonably likely to harm Protrans or its Clients when dealing with competitors, including but not limited to the non-disclosure, non-use and protection of Confidential Information.
- 3.5 Responsibility to avoid conflicts of interest or the perception of conflicts of interest arising from outside activities lies with the Supplier. It is expected that the Supplier will act in the best interests of Protrans and its clients at all times.

**4.0 SUBCONTRACTING**

- 4.1 The Supplier may not subcontract any part of the work it has been contracted to perform without the prior approval of Protrans (hereafter «Approved Subcontractor».)
- 4.2 Subcontracting by the Supplier shall not be considered as relieving the Supplier from any obligations under Supplier's Agreement with Protrans.
- 4.3 The Supplier shall ensure that all Approved Subcontractors abide by the terms and conditions of this Code of Business Conduct with Protrans and the Supplier shall be responsible for such compliance.
- 4.4 The Supplier shall guarantee satisfactory performance under the Agreement for its Approved Subcontractors.
- 4.5 The Supplier shall assume all liability on behalf of its Approved Subcontractors and shall indemnify and hold Protrans harmless from and against any and all damages or claims arising out of negligence, actions or omissions of such Approved Subcontractors.
- 4.6 It is the Supplier's responsibility to maintain the necessary insurance coverage on its Approved Subcontractors, if they are not so covered.

**5.0 CONDUCT AT WORK SITE**

- 5.1 The Supplier is expected to use its best efforts to maintain the good reputation of Protrans and its Clients and to refrain from doing anything which could adversely affect their reputation.
- 5.2 The Supplier shall ensure that all of its employees behave in a professional manner while attending the work site.
- 5.3 The Supplier shall remove from the site any persons employed to perform the work, who in the sole discretion of Protrans or its Client are deemed incompetent or have been conducting themselves improperly and the Supplier shall not permit a person so removed to return to the work site.
- 5.4 The Supplier shall maintain a clean and orderly work area during the performance of the work and shall ensure clear access is maintained through the work area unless appropriate barricades have been installed.
- 5.5 Upon completion of the work, the Supplier shall remove all debris, tools, equipment and surplus materials from the work site and shall leave the work site clean and suitable for occupancy.



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**6.0 CLIENT'S OPERATIONS SECURITY**

- 6.1 For Protrans' Clients, the security of the operations is the highest priority. When performing services, the Supplier must take all necessary measures to avoid any and all operations interference and disruption.
- 6.2 The Supplier is responsible to abide by the security requirements of the Client's facilities. Any person involved in the performance of work shall be required to meet the Client's security clearance criteria.
- 6.3 As a security precaution, it is required that all of Supplier's employees that are engaged in work activities on behalf of Protrans are readily identifiable by carrying photo identification at all times.
- 6.4 The Supplier is accountable for the protection of Protrans and the Client's assets which it either uses in performing services or which are in its care, custody or control. The Supplier must take appropriate measures to prevent loss or damage to such assets when performing the work. Any incident involving damage to property or equipment must be reported to Protrans immediately.

**7.0 PROTECTING THE ENVIRONMENT**

- 7.1 The Supplier shall be committed to incorporating environmental concerns into every aspect of its daily operations and shall ensure its employees have had appropriate and documented environmental education.
- 7.2 The Supplier shall ensure that the work activities are provided in compliance with all applicable laws and legislation relating to environmental protection, more particularly but without limiting the generality of the following:
  - a. The use, storage or disposal of hazardous substances or materials and transportation thereof;
  - b. Gaseous or liquid discharges or emissions, including from any underground storage facilities;
  - c. Waste management and transportation of waste; and
  - d. Incident reporting.
- 7.3 The Supplier shall ensure that effective emergency procedures are implemented in connection with spills and leakage containment and all other events having an adverse environmental impact or presenting a health or safety hazard.
- 7.4 The Supplier shall immediately notify Protrans in writing of any communication, written or otherwise, from or to any environmental authorities in connection with the work performed. All incident reporting or other communication with environmental authorities relating to the work performed shall be accomplished in full consultation with Protrans.

**8.0 HEALTH AND SAFETY**

- 8.1 Protrans fully expects that its Suppliers are committed to maintaining a safe and secure work environment and ensure that effective management policies and practices are in place to identify risk and protect the health, safety, and well being of its employees and the public.
- 8.2 At a minimum, the Supplier must comply with the following:
  - a. The Supplier shall abide by all governing health and safety Provincial and/or Federal legislative requirements for the work they are contracted to complete;
  - b. The Supplier shall ensure and be able to demonstrate that prior to any work being performed, competent workers are trained in the proper trade/task requirements (including but not limited to appropriate health and safety and WHMIS training) to execute work in a safe manner;
  - c. The Supplier shall prepare a site specific safety plan which shall address any identified and potential hazards for the contracted work and shall include control measures and emergency procedures appropriate in the circumstances for the entire length of his contract;
  - d. The Supplier shall ensure and be able to demonstrate that adequate equipment, material and tools are supplied and maintained and that proper Personal Protection Equipment is worn at all times by each person on his worksite as may be required;
  - e. The Supplier shall place warning signs and/or a secured barricade, subject to approval by Protrans and supplied by the Supplier, in work locations where danger may be present; and



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- f. The Supplier shall correct any health and inspection item identified on his worksite immediately upon notification.
- 8.3 It is expected that the Supplier shall not conduct any activities that may endanger in any way a worker or any person within the workplace where work is being performed. In the event where the activities may involve a potentially hazardous situation, the Supplier shall take all reasonable steps to ensure protection of the public is maintained while inconvenience caused by the work is minimized.
- 8.4 If the Supplier encounters toxic or hazardous substances or materials, the Supplier shall immediately take reasonable steps to control the situation, report its finding to Protrans and shall stop all work related to or carried on within the area of concern. Only upon further consultation with Protrans and after determining the applicable Control of Hazardous Materials procedures to be followed in each particular circumstance will the work be allowed to continue.
- 8.5 The Supplier shall suspend work, upon notification by Protrans, that the Supplier has violated a safety procedure or process that creates unnecessary risk for any person involved, directly or indirectly, in the work or for any equipment, machines or buildings. The suspension shall apply only at the location in which the safety violation occurred and shall remain in effect until Protrans is satisfied that compliance has been achieved.
- 8.6 Where incidents do occur, the Supplier shall report the event immediately to Protrans and then promptly investigate and report the particulars, including any follow-up action plans, to the appropriate Protrans Manager within 48 hours of the occurrence. Where reporting of an incident to a regulatory authority is required, Protrans is to be advised concurrently and a copy of the Supplier's investigation report is to be provided to Protrans upon completion.

**9.0 PROFESSIONAL LICENSES AND PERMITS**

- 9.1 The Supplier warrants that all work performed by the Supplier will comply with all applicable laws, regulations, industry standards and codes.
- 9.2 The Supplier warrants that its employees are qualified and skilled in their trades and hold any and all valid licenses, permits and certifications for the work being performed, for as long as the Supplier remains registered as a supplier to Protrans.
- 9.3 The Supplier will supply copies of training records, licenses and/or certifications and other records upon request by Protrans.



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## Schedule 2: General Conditions

### 1. Definitions

“**Agreement**” shall mean the Order requirements collectively including the General Conditions, the Specific Conditions and the SCP.

“**Client**” shall mean SNCL O&M’s Client for whom the Work is being provided.

“**Client Specific Conditions**” shall mean any additional specific conditions, documents, schedules, specifications and procedures relevant to a specific Client as stipulated in the SCP.

“**General Conditions**” shall mean the general terms and conditions contained herein or within the Order.

“**Goods**” shall mean the supplies, materials, commodities and other things required to be furnished or provided by the Supplier.

“**Order**” shall mean the work order or P.O. issued by SNCL O&M in relation to the Work as specified therein.

“**P.O.**” shall mean the purchase order or the payment order.

“**SCP**” shall mean the Supplier Compliance Package in effect on the date of commencement of the Work.

“**SNCL O&M**” shall mean SNC-Lavalin Operations & Maintenance Inc.

“**SNCL O&M Contacts**” shall mean SNCL O&M’s day-to-day and senior operational contacts for the relevant Client facility.

“**Services**” shall mean any and all work, services, labour and Goods required to be performed, supplied, installed, purchased, licensed, repaired, modified, upgraded, erected, or otherwise provided by the Supplier.

“**Specific Conditions**” shall mean any additional specific conditions, documents, schedules, specifications and procedures attached to or referred to in a work order or P.O.

“**Supplier**” shall mean the persons, company or entity supplying the Work to SNCL O&M under this Agreement.

“**Work**” shall collectively mean the supply of Goods and/or Services under this Agreement.

### 2. Relationship of the Parties

Supplier is an independent contractor and all persons employed or contracted by Supplier in connection with the Work shall not be deemed to be the employees, representatives or agents of SNCL O&M or its Client in any respect. Nothing in this Agreement shall be deemed to create a partnership or joint venture between the parties nor shall either party have the power or authority to bind or obligate the other party.

### 3. Supplier Capability

Supplier represents and warrants and is able to demonstrate that all persons it employs or retains to perform the Work are professional, competent, qualified and skilled in their trades and if required by applicable law, certified, licensed and insured. Supplier expressly agrees that SNCL O&M has the right to rely upon the Supplier’s expertise, opinions and conclusions in performing the Work.

### 4. Scope

Supplier shall perform the Work in accordance with this Agreement to the highest applicable standards of workmanship and shall comply with all applicable laws, statutes, ordinances, rules, regulations and codes, whether federal, provincial or local, including required environmental protection and health and safety regulations. Supplier shall be fully responsible for the professional quality, technical accuracy, timeliness and completeness of the Work and at all times shall act diligently, prudently, ethically, and in the best interest of SNCL O&M, its Client and the Client’s properties.

### 5. Terms

If the Supplier has previously executed an alternative written agreement (i.e. term contract, stipulated price contract, etc.) with SNCL O&M with respect to the Work in the Order, then the terms and conditions of that alternative written agreement shall apply to the Work to the exclusion of this Agreement. If the Work to be performed is for a Client requiring Client Specific Conditions as stipulated in the SCP and no alternative written agreement has been executed, such Client Specific Conditions shall also apply. In the event of any inconsistency in terms, the following order of precedence shall apply: Specific Conditions, Client Specific Conditions, General Conditions.

### 6. Acceptance

Fulfillment of any part of an Order constitutes Supplier’s acceptance of this Agreement. SNCL O&M hereby rejects any countered terms or acknowledgements proposed by Supplier that add to, vary from, or conflict with SNCL O&M’s terms and conditions. Any such proposed terms, conditions or acknowledgements shall be deemed a counter-offer and shall not be binding upon SNCL O&M unless acceptance is made in writing to the Supplier. Performance of Supplier in the absence of written acceptance of such offer or counter-offer by SNCL O&M shall be deemed to be performance in accordance with the terms of the Agreement.

### 7. Changes

At any time, SNCL O&M may make changes to the Work to be performed. In such an event the contract price and timetable shall be modified accordingly in writing. Supplier may not modify or substitute any of the Work until written authorization has been received from SNCL O&M, at which time the changes become part of the Agreement.

### 8. Assignment, Delegation and Subcontracting

Supplier shall not assign, delegate, subcontract or otherwise transfer this Agreement or any part thereof without the express written consent of SNCL O&M. If Supplier delegates or subcontracts any part of the Work to a third party, Supplier is not relieved of any obligations hereunder and shall remain fully responsible for the performance and compliance of the third party to SNCL O&M’s requirements under the Agreement. SNCL O&M may assign this Agreement by notice to Supplier.

### 9. Set-Off and Holdback

In the event that Supplier is in any way indebted to SNCL O&M or the Client, either under the terms of this Agreement or for any other reason, SNCL O&M shall have right of set-off to the extent of such debt. SNCL O&M may withhold any payments owed to Supplier as required by law or court order. Any other holdback requirements shall be specified in the Specific Conditions.



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**10. Invoicing and Payment**

Supplier agrees to submit detailed, itemized invoices that clearly outline labour and material cost breakdown, the work location, the correct P.O. number and any other information required in the Specific Conditions after the Work has been completed. Any applicable taxes that are to be collected by the Supplier shall be stated separately on the invoice. Invoices shall be submitted within thirty (30) days of completion of the Work and absolutely no later than one hundred and twenty (120) days after the date on which the Work was completed. The Supplier acknowledges and agrees that the submittal of the Supplier's invoice within 120 days of completion of the applicable Work is a pre-condition to payment by SNCL O&M for the Work detailed in each invoice. If the Supplier fails to submit a given invoice within 120 days of completion as required by this Section 10, SNCL O&M shall not be under any obligation to pay the Supplier for the Work detailed in the late-submitted invoice, and the Supplier will be barred from making any further claim against SNCL O&M or, for certainty its Client, for payment for the work detailed in the late-submitted invoice. Upon satisfactory completion of the Work, and conditional upon the Client first paying SNCL O&M in respect of the Work, SNCL O&M shall pay the amount due within sixty (60) days following receipt of a correctly presented invoice from Supplier. For clarity, in the event that Client fails or refuses for any reason to pay SNCL O&M in respect of the Work or where Supplier has not invoiced SNCL O&M within one hundred and twenty (120) days of the Work being performed, SNCL O&M will not be required to make a corresponding payment to the Supplier, until it is received from the Client. Further, in the event that SNCL O&M determines that Supplier's invoice is not correct, the Work was not satisfactorily rendered or if the invoiced amount is disputed, SNCL O&M shall notify Supplier and may reject the invoice and withhold payment until the issue has been resolved. Payment shall not constitute SNCL O&M's acceptance of the Work nor impair SNCL O&M's right to inspect or audit the Work or exercise any of its remedies, including its right to recover back from Supplier any amount already paid for the Work.

**11. Dispatch of Work from the Customer Support Centre ("CSC") and Confirmation of Completion**

In the event that Supplier is dispatched from the CSC to provide Work, Supplier agrees to contact the CSC at the location indicated on the face of the Order for approval to proceed if Supplier determines that the Work to be performed is expected to exceed the dollar amount authorized at dispatch, or is different than what has been requested. Supplier agrees to contact the CSC to confirm completion of the Work and at this time will be provided with a P.O. valued at an amount no higher than the authorized amount. Supplier agrees to submit its detailed invoice indicating the labour and material breakdown for the actual amount being charged which shall in no event exceed the authorized amount and in accordance with the provisions of Article 10, Invoicing and Payment. Unless approval to proceed has been received from SNCL O&M, any invoice that exceeds the amount authorized at dispatch will be rejected. An invoice that solely references the Order number will be rejected as not correctly prepared. Where Supplier has been dispatched from the CSC to provide Work, Supplier shall upon completion of the Work promptly contact the CSC to confirm completion and close out the Order. SNCL O&M may, in its sole discretion, elect to withhold payment to the Supplier until such time as the Supplier has closed out the Order.

**12. Insurance, Licenses and Permits**

Supplier represents and warrants that it has and shall maintain, at its own cost, during the term of this Agreement all permits, insurances, licenses, certifications or authorizations ("Qualification Documents") required by law to perform the Services. Supplier shall provide a certificate of insurance evidencing proof of the following minimum insurance coverage before Services are commenced:

- a) **Commercial General Liability** insurance written on a broad form basis, including but not limited to coverage for products/completed operations and contractual liability with combined single limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage.
- b) **Comprehensive Automobile Liability** insurance covering all owned, non-owned and hired vehicles used in connection with this Agreement, with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage.
- c) **Workers' Compensation** coverage as required by law for all of Supplier's employees entering onto SNCL O&M's or Client's premises.
- d) **Other insurance coverage** required in the Specific Conditions or in the SCP, including any insurance required by municipal, provincial or federal law. SNCL O&M and its Client must be named as additional insured on the insurance policies. The insurance certificate shall also specify that 30 day written notice must be provided to SNCL O&M in the event of reduction, non-renewal or cancellation of the above mentioned insurance coverage. Supplier's obligations to maintain such minimum insurance coverage shall in no way limit the liability or obligations assumed by Supplier under this Agreement.

**13. Liability, Indemnity**

Supplier shall be liable for all damages/losses and claims sustained as a result of Supplier's employees, agents, subcontractors and vendor acts, omissions, violations, delays, performance, non-performance, negligence and defects and any and all statutory liability. To the fullest extent permitted by law, Supplier agrees to at all times indemnify, defend and hold harmless SNCL O&M, its affiliates, its Client, and their respective directors, officers, agents and employees against all losses, damages, claims (including claims made by Supplier's personnel and subcontractors), fines, penalties, actions, awards and judgments as well as all expenses and costs (including judicial and extra-judicial costs) incurred by SNCL O&M or the Client in connection therewith. In no circumstance shall SNCL O&M or the Client be liable for indirect, consequential or punitive damages, including loss of profit or business shutdown.

**14. Notifications**

Supplier shall immediately notify SNCL O&M of any actual or possible environmental, health, safety or security issues, including any issues that need to be reported to regulatory agencies, that are attributable to the Work delivered hereunder. Supplier shall immediately alert by phone and email the relevant SNCL O&M Contacts of any regulatory deficiencies and/or code violations encountered in the course of performance of the Work, including those related to health, safety, security and environment or any other circumstance that may give rise to safety or security concerns. Supplier also agrees to provide SNCL O&M with reasonable advance notice of potential labour disputes, material shortages, its insolvency or any other matters that may delay or interfere with its performance under this Agreement.

**15. Confidentiality and Conflict of Interest**

Any and all information concerning SNCL O&M or the Client's business is strictly confidential and Supplier shall not disclose any such information to any other person, or use such information for any purpose other than performing its obligations to supply the Work under this Agreement. Supplier shall conduct its business and provide its Work in such a manner as not to create a situation of conflict of interest with SNCL O&M or the Client.

**16. SNCL O&M's Clients**

If the ultimate user of the Work is the Client, Supplier's warranties, guarantees, and obligations, including obligations to indemnify and hold harmless shall be in favour of both SNCL O&M and Client and both SNCL O&M and Client shall have the right to enforce them. In the event that SNCL O&M is acting as agent for the Client, it shall be stipulated in the Agreement.



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**17. Risk of Loss or Damage**

Risk of loss or damage to the Goods shall remain with Supplier until their delivery to SNCL O&M's designated location, at which time risk of loss or damage shall pass to SNCL O&M.

**18. Remedies**

SNCL O&M and the Client shall have the right to inspect, anywhere and at any time, all Work covered by this Agreement. Notwithstanding any audit, inspection, test, approval, payment, delay or failure to discover any defect or other non-conformance, Supplier is not relieved of any obligations under this Agreement and will not limit, revoke or waive any right or remedy of SNCL O&M with respect to Supplier's performance hereunder. SNCL O&M shall not be deemed to have waived any matter under this Agreement unless it has given Supplier a written notice of such waiver. If, in SNCL O&M's judgment, the Work does not conform with the requirements of this Agreement, SNCL O&M shall have the right to reject the Work and, in addition to any other rights and remedies it may have, SNCL O&M may, in its sole discretion: (a) withhold payment, seek reimbursement, credit, replacement, or repair as SNCL O&M may direct; or (b) rework and/or repair the Work with all costs associated therewith to be charged to and paid by Supplier. All Goods shall be received subject to SNCL O&M's inspection and acceptance and are subject to SNCL O&M's right to reject and return at Supplier's expense Goods which fail to strictly conform to the Order requirements.

**19. Warranty**

Supplier warrants that the Work has been provided in accordance with the requirements of the Agreement and shall be free from failure, defects in material or workmanship and be of the best quality, shall comply with applicable industry standards and practices, shall be free and clear of all liens, attachments and claims and shall be fit for the purpose intended. Supplier warrants that all Services will be performed in a professional and workmanlike manner and that the Goods will correspond with the specifications, drawings, samples, or other description furnished or adopted by SNCL O&M and with applicable laws. Unless otherwise specified in the Specific Conditions, Supplier's warranty shall be for no less than one (1) year after satisfactory completion of the Work and SNCL O&M and the Client shall further benefit from all legal and manufacturers' guarantees available in connection with the Work. At the completion of the term of the Agreement, all applicable warranties shall be transferred to the Client. Supplier agrees to expeditiously repair, replace or re-perform, at its own expense (including all associated costs such as transportation, replacement, removal, reinstallation and re-inspection costs) any Goods and any portion of the Services which are found to be in breach of these warranties, when notified of such non-conformity by SNCL O&M. In the event of Supplier's failure to promptly remedy or replace non-conforming Work, SNCL O&M may, upon reasonable notice to Supplier, undertake or arrange for the undertaking of remedial works at Supplier's expense. All warranties shall survive inspection, acceptance and use of the Work and completion, termination or cancellation of this Agreement.

**20. Audit**

Supplier agrees to maintain complete and accurate accounting, invoices, payrolls, work orders, records, reports and any other supporting documents applicable to the Work for a period of at least seven (7) years after the satisfactory completion of the Work. SNCL O&M or its Client may audit anywhere and at any time, without prior notice, any of the items relating to the Work supplied under this Agreement.

**21. Suspension of Work**

Unless SNCL O&M orders the Work or part thereof to be suspended, the Supplier shall not stop or suspend any part of the Work pending the settlement or resolution of any difference between the parties arising out of the Agreement. SNCL O&M may at any time, by written notice, order Supplier to suspend or stop all or part of the Work under this Agreement for a period of up to 180 days. Supplier shall immediately comply with any such order in the manner that minimizes the cost of doing so. While such an order is in effect, Supplier shall not remove any part of the Work without the prior written consent of SNCL O&M. Unless SNCL O&M terminates the Agreement with cause or Supplier abandons the Agreement, Supplier shall be entitled to be paid its reasonable additional costs incurred as a result of the suspension.

**22. Termination**

SNCL O&M may terminate this Agreement in whole or in part for cause forthwith with notice in the event of (i) death or injury to any person; (ii) damage to SNCL O&M's or the Client's property; (iii) disruption of Client's Operations; (iv) failure by Supplier to provide its Qualification Documents within five (5) days of a request from SNCL O&M; (v) failure by Supplier to remedy a default or comply with its obligations within five (5) days of a written notice from SNCL O&M advising of such default or non-conformance; (vi) if Supplier is adjudged bankrupt, or makes a general assignment in bankruptcy or if a receiver is appointed; (vii) failure by Supplier to provide reasonable assurances of future performance; (viii) upon the Client's request or upon the termination of the Client-SNCL O&M contract; or (ix) force majeure including labour disruption. In any such event, SNCL O&M shall be entitled to complete the Services in a manner it deems appropriate, and Supplier will be responsible for any resulting costs and fees. SNCL O&M may terminate this Agreement in whole or in part, without cause, upon prior written notice to Supplier. In the event that the specified term of this Agreement is over one (1) year, the notice shall be 30 days. SNCL O&M's and the Client's sole liability in connection with this Agreement and its termination for whatever reason shall be the payment of approved invoices for Work performed up to the date of termination. Supplier shall have no claim for compensation, loss of profit, allowance, damages or otherwise by reason of, or directly or indirectly arising out of, termination invoked in accordance with this Article 22.

**23. Security Clearance**

Any person involved in the performance of the Work will be required to meet the Client's security clearance requirements as outlined in the SCP.

**24. Hazardous Materials**

Supplier shall ensure that all hazardous materials are properly handled and stored in accordance with all Client, regulatory and code requirements. Supplier must be able to demonstrate that its employees have received appropriate WHMIS training and are knowledgeable in spill response. In the event that Supplier encounters toxic or hazardous materials or substances, Supplier shall take all reasonable steps to ensure that no person suffers injury, sickness or death and that no property is damaged or destroyed as a result of exposure to or the presence of the substances or material; shall suspend all work at the location in which Supplier encountered the toxic or hazardous substance or material; and shall immediately report its findings to SNCL O&M and confirmed in writing. Supplier will be permitted to continue its work only upon SNCL O&M's removal of the work suspension.

**25. Governing Law**

This Agreement is governed by the laws of the province, territory or state, including the laws of Canada, where the Work is predominantly executed or provided and any litigation shall be tried in such province, territory or state.



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**26. Conditions relating to construction, renovations and repairs work**

In the event that the Work performed by the Supplier is defined as construction work under the relevant provincial legislation (“Construction Work”), the following additional conditions shall apply:

- a) Before tendering a bid, the Supplier must inspect the premises where the Construction Work is to be performed. Once a bid is submitted the Supplier may not claim error or omission or failure to assess the nature and scope of its obligations;
- b) The Supplier recognizes and declares that it is solely responsible for directing, monitoring and performing the Construction Work undertaken, that it is the person undertaking the Construction Work and is the Constructor or Prime Contractor or Principal Contractor pursuant to the applicable health and safety legislation (the “Constructor”) in connection with the Construction Work being performed and that it shall assume all of the obligations of the Constructor pursuant to such legislation;
- c) Throughout the Construction Work, the Supplier must leave the premises clean and tidy;
- d) A holdback of 10% will be applied on Construction Work valued at over \$100,000 unless otherwise specified in the Specific Conditions;
- e) SNCL O&M undertakes to pay the Supplier within the delays specified in the Specific Conditions (and if none are specified, on the latter of a) forty-five (45) days following the receipt of the correct invoice or b) receipt of payment by the Client) and receipt of the Qualification Documents and the following documents: i) discharges or waivers of all liens and prior claims; ii) as-built drawings; iii) construction permits required; iv) contractor warranties for equipment, systems and materials; and
- f) The Supplier irrevocably and without condition renounces any lien or legal hypothec which it could invoke with relation to the Construction Work executed in virtue of the present Agreement and undertakes to obtain such renunciation from its subcontractors and suppliers.

**27. Language**

The parties have agreed that this Agreement, as well as any other related documents, be drawn up in the English language. *Les parties ont convenu que ce bon de commande soit rédigé en anglais*

**28. Code of Conduct**

Supplier acknowledges having received a copy of the SNC-Lavalin Group Inc.'s (“SNC-Lavalin”) *Code of Ethics and Business Conduct* (the “SNC-Lavalin Code”), which is available upon request or from SNC-Lavalin’s website, at [www.snclavalin.com](http://www.snclavalin.com), and which shall form an integral part of the General Conditions as if recited herein at length. Supplier undertakes to conduct itself, and will cause its employees, representatives and agents to conduct themselves, in all matters concerning the Work or that may reasonably be perceived as concerning the Work, in a manner consistent with the SNC-Lavalin Code. The Supplier will not do (or fail to do) anything that, if done (or failed to be done) by an SNC-Lavalin employee, would constitute a breach of the SNC-Lavalin Code. Any breach of this clause shall, in addition to any other rights or remedies, entitle SNCL O&M to terminate this Agreement and/or any other agreement or relationship it may have with the Supplier, without regard to any provision allowing the Supplier the benefit of a notice and cure period.

**29. Supplier Compliance Package Documentation**

Supplier shall, on or before the issuance date of the P.O., provide to SNCL O&M each of the duly completed certificates, declarations and other documents required to be provided in accordance with the SCP (collectively, the “SCP Documentation”). Where any of the documents comprising the SCP Documentation have expired or have otherwise ceased to be true, complete or valid, Supplier shall ensure that all necessary updates, renewals or other revisions necessary to bring the SCP Documentation into good standing are proved promptly to SNCL O&M, and in the case of any certificates of insurance provided as part of the SCP Documentation at least 30 days prior to the date that such changes take effect. SNCL O&M may, in its sole discretion, elect to withhold payment to the Supplier until such time as the Supplier has brought the SCP Documentation into good standing.

**30. Time is of the Essence**

Time is of the essence for all purposes under this Agreement.

**31. Severability**

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part by any court of competent jurisdiction, such provision or part thereof shall be deemed severed here from and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.





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## Schedule 3: Supplier Updates

### Supplier Certificate Renewal

Please note that it is your responsibility to ensure that we have been provided with updated insurance certificates and Workers' Compensation certificates as they renew in order to avoid delayed payment and work request interruption. This is an essential condition for maintaining a supplier in good standing with Protrans.

Updated certificates may be sent to:

1. **E-mail:** [supplier-relations@protransbc.com](mailto:supplier-relations@protransbc.com)

**OR**

2. **Fax:** 604-247-5717

**OR**

3. **Mail:** Protrans BC Operations Ltd.  
Supplier Relations Department  
9851 Van Horne Way  
Richmond, BC  
V6X 1W4

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### Supplier Information Changes

Please note that you must communicate directly with your local Protrans representative with respect to any changes to your business. The representative will advise you directly on the necessary required documents to be completed and submitted. Verbal change notifications will not be processed.