



REQUEST FOR APPLICATIONS

PRE-QUALIFICATION OF TIER 3 FOOD AND BEVERAGE SUPPLIERS

RFA No. PS20161634

Issue Date: October 14, 2016

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

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PART A - INFORMATION AND INSTRUCTIONS

1.0 THE RFA

- 1.1 This Request for Applications (the “RFA”) provides an opportunity for food and/or beverage suppliers capable of delivering to Vancouver Board of Parks and Recreation, Vancouver Civic Theatres, Carnegie Community Centre, Gathering Place Community Centre, other community centres, and other City business units, entities or affiliates on an as-if-and-when-required basis, to submit applications for review by the City and, depending on the City’s evaluation of such applications (each, an “Application”), among other factors, to potentially negotiate with the City to enter into a standing contract under which food and beverage products may be provided to the City for a period of two years with the City’s option to extend for three additional one-year terms, for a maximum contract term of five years.

This RFA is specifically for Tier 3 food and beverage products as defined in Section 1.5 a), below.

- 1.2 EXCEPT WHERE EXPRESSLY STATED OTHERWISE IN APPENDIX 1 TO PART C OF THE RFA: (I) NO PART OF THE RFA CONSISTS OF AN OFFER BY THE CITY TO ENTER INTO ANY CONTRACTUAL RELATIONSHIP; AND (II) NO PART OF THE RFA IS LEGALLY BINDING ON THE CITY.
- 1.3 As noted above, this RFA concerns the City’s interest in, from time to time, procuring food and beverage products included, but not limited to, those listed in Annex 5 - Pricing Tables for Tier 3 Food and Beverage Products.

Interested Applicants may submit an Application for the supply and delivery of one of more of the categories of food and beverage listed in Annex 5 - Pricing Tables for tier 3 Food and Beverage Products.

By responding to this RFA, Applicants will also be pre-qualified to supply any other City business units, Boards, and affiliates as and when required. As specific requirements are not known at this time, the City wishes to enter into standing contracts in the form of Part D (each an “Agreement”), or Purchase Orders, with a number of suppliers that have the interest and capabilities to provide such products and services. This would allow the City to call for required products and services, as and when the need arises.

Pre-qualified suppliers will be required to provide or work with the City to provide tracking reports indicating origin (e.g. nearest city/town) and sustainability certification(s) of products purchased by the City, and summary information as outlined in Appendix A - Sustainable Food Definition and Reporting Requirements.

- 1.4 The City is interested in selecting multiple applicants in this RFA (each an “Applicant”) with the capability and experience to efficiently and cost-effectively meet the City’s requirements. The City currently expects to select such Applicants and then enter into negotiations with such Applicants concluding in the execution of Agreements with them. However, the City may: (i) decline to select any Applicant; (ii) decline to enter into any Agreement; (iii) select only one Applicant; or (iv) enter into one or more agreements respecting the subject matter of the RFA with one or more Applicants or other entities at any time. The City may also terminate the RFA at any time.
- 1.5 In assessing Applicants, the City expects to consider the factors described in Section 8 below, including, but not limited to, the following considerations:
- a) For Tier 3 food and beverage categories, the City’s business units desire maximum flexibility and choice in choosing from multiple suppliers. The intent is for all business

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units to be able to order specific products from smaller and/or more specialized suppliers of Tier 3 products.

- b) As of the date of issuance of this RFA, but subject to revision at the City's sole and absolute discretion, the City anticipates the RFA to conclude with Tier 3 suppliers as outlined in Annex 5 - Pricing Tables for Tier 3 Food and Beverage Products.
- 1.6 NO BID SECURITY IS REQUIRED FROM APPLICANTS IN CONNECTION WITH THE SUBMISSION OF APPLICATIONS BECAUSE NO APPLICATION WILL BE DEEMED TO BE AN IRREVOCABLE OR OTHERWISE BINDING LEGAL OFFER BY AN APPLICANT TO THE CITY. THE LEGAL OBLIGATIONS OF AN APPLICANT THAT WILL ARISE UPON THE SUBMISSION OF ITS APPLICATION WILL BE LIMITED TO THE TERMS AND CONDITIONS STATED IN APPENDIX 1 TO THE APPLICATION FORM (PART C).
- 1.7 The execution of any Agreement may be contingent on approval by the Vancouver City Council.
- 1.8 The RFA consists of four parts, plus annexes:
- (a) PART A - INFORMATION AND INSTRUCTIONS: This part is intended to serve as a guide to the RFA process for Applicants.
 - (b) PART B - PRODUCTS AND SERVICES EXPECTED TO BE REQUIRED AND ITEMS TO BE ADDRESSED IN APPLICATIONS: This part elaborates upon the subject matter of the RFA, in respect of which the City invites Applications. This part also stipulates the information that should be contained in each Application.
 - (c) PART C - APPLICATION FORM: This part consists of the application form to be completed by each Applicant in connection with its Application (the "**Application Form**"). Each Application must be submitted under the cover of a duly completed and executed Application Form.
 - (d) PART D - FORM OF AGREEMENT: This part contains a sample model Agreement in the form of a Purchase Order (the "**Form of Agreement**"). Any Agreement entered into at the conclusion of the RFA process is expected to be substantially in the form of the sample Purchase Order (refer to Appendix B - Purchase Order Terms and Conditions).
 - (e) ANNEXES AND APPENDICES - Annexes and Appendices expand upon PART B - PRODUCTS AND SERVICES EXPECTED TO BE REQUIRED AND ITEMS TO BE ADDRESSED IN APPLICATIONS.

2.0 KEY DATES

- 2.1 Potential Applicants should note the following key dates:

| Event | Time and Date |
|------------------------|--------------------------------|
| Deadline for Enquiries | 3:00PM [PST] November 22, 2016 |
| Closing Time | 3:00PM [PST] November 29, 2016 |

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

3.0 CONTACT PERSON

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

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Diana Chan, Contracting Specialist
Email: diana.chan@vancouver.ca

- 3.2 All enquiries should be made in writing. In-person or telephone enquiries are discouraged.
- 3.3 IF A POTENTIAL APPLICANT BELIEVES THAT THE CITY MAY BE UNABLE TO SELECT IT DUE TO A CONFLICT OF INTEREST, BUT IS UNCERTAIN ABOUT THIS, THE POTENTIAL APPLICANT IS URGED TO CONTACT THE ABOVE-MENTIONED INDIVIDUAL AS SOON AS POSSIBLE WITH THE RELEVANT INFORMATION SO THAT THE CITY MAY ADVISE THE POTENTIAL APPLICANT REGARDING THE MATTER.
- 4.0 SUBMISSION OF APPLICATIONS
- 4.1 Applicants should submit their Applications in writing on or before the time and date specified in the bottom row of the table in Section 2.1 above (the "Closing Time").
- 4.2 Each Applicant should submit its Application, consisting of one (1) hard copy and one (1) electronic copy saved on a USB (one file only, arranged in the same order as the hard copy), in an envelope clearly marked with the Applicant's name and the RFA title and number ("Pre-Qualification of Tier 3 Food and Beverage Suppliers; PS20161634") to the following address:
- City of Vancouver
Supply Chain Management
4th Floor, 453 West 12th Avenue
Vancouver, British Columbia V5Y 1V4
- 4.3 To be considered by the City, an Application must be submitted under the cover of an Application Form, completed and duly executed by the relevant Applicant, including Appendix 1 thereto.
- 4.4 Amendments to an Application may be submitted via the same methods, at any time prior to the Closing Time.
- 4.5 Applications will not be considered and evaluated if submitted by fax or email.
- 4.6 Applications are revocable and may be withdrawn at any time before or after the Closing Time.
- 4.7 All costs associated with the preparation and submission of an Application, including any costs incurred by an Applicant after the Closing Time, will be borne solely by the Applicant.
- 4.8 The City is willing to consider an Application from two or more Applicants that wish to form a consortium solely for the purpose of submitting a joint Application in response to the RFA, provided that they disclose the names of all members of the consortium and all members complete and execute an Application Form (Part C), including Appendix 1 thereto. Nonetheless, the City has a strong preference for Applications submitted by single Applicants, including those that would act as general contractors and use subcontractors as required.
- 4.9 Applications 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 Applicant, in the City's sole discretion.

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PART A - INFORMATION AND INSTRUCTIONS

5.0 CHANGES TO THE RFA AND FURTHER INFORMATION

- 5.1 The City may amend the RFA or make additions to it at any time.
- 5.2 It is the sole responsibility of Applicants 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 RFA.
- 5.3 Applicants must not rely on any information purported to be given on behalf of the City that contradicts the RFA, as amended or supplemented in accordance with the foregoing Section 5.2

6.0 CONTRACT REQUIREMENTS

- 6.1 In addition to addressing the other requirements of Part B hereof, each Applicant should indicate in its Application the extent to which the Form of Agreement included as Part D hereof is consistent with its Application. If the Application is inconsistent with any part of the Form of Agreement, the Applicant should so state and should propose alternative contract language as part of its Application.
- 6.2 The term of any Agreement is expected to be a two-year period, with three possible one-year extensions at the City's option, for a maximum total term of five years.

7.0 PRICING

- 7.1 All prices quoted in any Application are to be exclusive of applicable sales taxes calculated upon such prices, but inclusive of delivery and all other costs.
- 7.2 Prices must be quoted in Canadian currency and all price related information must be fully disclosed and clearly defined in Annex 5 - Pricing Tables for Tier 3 Food and Beverage Products. Pricing details should be valid from the time of the Closing Date of the RFA, and be effective for the first year of the Agreement.
- 7.3 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.

8.0 EVALUATION OF APPLICATIONS

- 8.1 The City may open Applications in such manner and at such times and places as are determined by the City.
- 8.2 The City currently intends that all Applications submitted to it in accordance with the RFA will be evaluated by City representatives, using quantitative and qualitative tools and assessments, as appropriate, to determine which Applications offer the overall best value to the City. In so doing, the City expects to examine not only financial terms, but also (i) Applicants' skills, knowledge, reputations and previous experience(s), including experience(s) with the City (if any); (ii) Applicants' capabilities to provide the required Products and Services (as defined in Part B) as and when needed, (iii) quality and service factors, (iv) innovation; and (v) environmental or social sustainability impacts. Certain other factors may be mentioned in Part B or elsewhere in the RFA.
- 8.3 The City will retain complete control over the RFA process at all times. The City is not legally obligated to review, consider or evaluate Applications, or any particular Application, and need not necessarily review, consider or evaluate Applications, or any particular Application in

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PART A - INFORMATION AND INSTRUCTIONS

accordance with the procedures set out in the RFA. The City may continue, interrupt, cease or modify its review, evaluation and negotiation process in respect of any or all Applications at any time without further explanation or notification to any Applicants.

- 8.4 Applicants may at any time 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 enter into discussions or negotiations with any one or more of the Applicants without having any duty or obligation to advise the other Applicants or to allow the other Applicants the same opportunity.
- 8.5 Prior to approval of an Application, the City must be satisfied as to the Applicant's financial stability. Applicants may be asked to provide financial statements prepared by an accountant and covering at least the prior two years. The City may also request that any proposed subcontractors undergo evaluation by the City.
- 8.6 The City will retain complete discretion over the number of Applications to accept or the number of Agreements to enter into, if any. Once Agreements (if any) have been entered into, the City will also retain complete discretion over the allocation of work, if any, to or among successful Applicants and, in connection therewith, may use a ranked list, consistent with the rankings of Applicants in the evaluation process.
- 8.7 For the avoidance of doubt, notwithstanding any other provision in the RFA, the City has in its sole discretion, the unfettered right to: (a) accept any Application; (b) reject any Application; (c) reject all Applications; (d) give precedence to an Application which is not the lowest-price Application; (e) accept an Application that deviates from the description of Products and Services in Part B or the conditions specified in the RFA; (f) reject an Application even if it is the only Application received by the City; (g) accept all or any part of an Application; and (h) enter into one or more agreements respecting the subject matter of the RFA with any entity or entities at any time. Without limiting the foregoing, the City may reject any Application by an Applicant that has a conflict of interest, has engaged in collusion with another Applicant or has otherwise attempted to influence the outcome of the RFA other than through the submission of its Application.

9.0 SUSTAINABILITY

- 9.1 The City's Procurement Policy, Ethical Purchasing Policy and related Supplier Code of Conduct found at <http://vancouver.ca/doing-business/selling-to-and-buying-from-the-city.aspx> align the City's approach to procurement with its corporate social, environmental and economic sustainability values and goals. They evidence the City's commitment to maximize benefits to the environment through product and service selection, and to ensure safe and healthy workplaces, where human and civil rights are respected. Each Applicant 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 Applications, to the extent applicable.
- 9.2 Applicants are to provide environmentally sensitive products or products and services wherever possible. Where there is a requirement that the Applicant supply materials, and where such materials may cause adverse environmental effects, the Applicant is to indicate the nature of the hazard(s) in its Application. Furthermore, the Applicant is to advise the City of any known alternatives or substitutes for such materials that would mitigate such adverse effects.

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PART A - INFORMATION AND INSTRUCTIONS

10.0 CERTAIN APPLICABLE LEGISLATION

- 10.1 Applicants 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.
- 10.2 Applicants should note that the *Income Tax Act* (Canada) requires that certain payments to non-residents be subject to tax withholding. Applicants 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.

11.0 LEGAL TERMS AND CONDITIONS

- 11.1 The legal obligations of an Applicant that will arise upon the submission of its Application are stated in Appendix 1 to the Application Form (Part C). Except where expressly stated in such Appendix 1: (i) no part of the RFA consists of an offer by the City to enter into any contractual relationship; and (ii) no part of the RFA is legally binding on the City.

POTENTIAL APPLICANTS MUST REVIEW APPENDIX 1 TO THE APPLICATION FORM CAREFULLY BEFORE SUBMITTING AN APPLICATION.

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PART B - PRODUCTS AND SERVICES EXPECTED TO BE REQUIRED AND ITEMS TO BE ADDRESSED IN
APPLICATIONS

1.0 PRODUCTS AND SERVICES EXPECTED TO BE REQUIRED

The products and services that the City expects to require (together, the “Products and Services”) include, but are not limited to:

- 1.1 Products (refer to Annex 5 - Pricing Tables for Tier 3 Food and Beverage Products;
- 1.2 Delivery services to the City delivery locations listed in Question 2, Annex 4 - Response Form;
- 1.3 Sustainability objectives:

The City wishes to increase its purchase of Sustainable Food as defined in Appendix A - Sustainable Food Definition and Reporting Requirements.

The City seeks Applicants that can:

- a) Provide a range of Sustainable Food products;
- b) Track, and report on origin and sustainability certifications of all purchased products (as described in Appendix A - Sustainable Food Definition and Reporting Requirements); and
- c) Reduce food and packaging waste associated with supplying food and beverages to the City.

1.3.1 Sustainable Food products:

- (a) The City seeks food and beverage products that have a reduced carbon footprint (e.g. that minimize the distance travelled from farm or processing location to table). In Annex 5 - Pricing Tables, Applicants should list the place of origin of items. By place of origin, the City means the City and/or Province/State where the item was raised, grown, produced, or processed.
- (b) The City seeks food and beverage products that hold one or more of the sustainability certifications listed in Appendix A - Sustainable Food Definition and Reporting Requirements. In Annex 5 - Pricing Tables, Applicants should list the sustainability certifications of products offered, where applicable.

- 1.4 The foregoing information about the Products and Services is current as of the date hereof, but it may change or be refined in the course of the evaluation of Applications or otherwise.
- 1.5 To the extent that this RFA expresses estimates of quantities or volumes of Products and Services expected to be required by the City, the City cannot offer any assurances that such quantities or volumes will in fact be required.

2.0 ITEMS TO BE ADDRESSED IN EACH APPLICATION

- 2.1 Each Application should have: (i) a title page that clearly indicates the name of the Applicant and the general nature of the Application; (ii) a detailed table of contents; and (iii) an executive summary no more than one page long.

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- 2.2 Each Application should contain a section titled "Products and Services Information," which should address the Applicant's ability to provide the Products and Services. This section of the Application should include:
- (a) a completed Annex 4 - Response Form;
 - (b) a section titled "Applicant Overview," which should provide a description of the Applicant's company, purpose and history of successes. The Applicant shall clearly state if it is currently a vendor to the City, stating the City's average annual purchase spend. This section should also include a copy of a valid City of Vancouver business license (or, if available, a Metro West Inter-municipal Business License);
 - (c) a section titled "Key Personnel," which should identify and provide professional biographical information for the key personnel that would perform the Applicant's work, outlining their intended roles in performing the Products and Services;
 - (d) a section titled "References," which should provide names and contact information for approximately three parties for whom the Applicant has done work in the past. A City reference may be used, if applicable;
 - (e) a completed Annex 1 - Supplier Code of Conduct Compliance;
 - (f) a section titled "Subcontractors," which should list all of the subcontractors (e.g. delivery or logistics contractors) that the Applicant proposes to use in carrying out its work under an Agreement, OR state that the Applicant does not propose to use any subcontractors. If selected to enter into an Agreement with the City, the Applicant may be limited to using subcontractors listed in its Application. If the City objects to a subcontractor listed in an Application, the City may permit an Applicant to propose a substitute Subcontractor acceptable to the City;
 - (g) a completed Annex 3 - City of Vancouver Certificate of Existing Insurance;
 - (h) proof of valid WorkSafeBC registration;
 - (i) a section titled "Deviations and Variations", in which the Applicant should: (i) note proposed deviations or variations from the terms and conditions set out in the RFA or from the statement of Products and Services herein, even if such deviations or variation are also noted elsewhere in the Application; and (ii) detail proposed amendments to the Purchase Order Terms and Conditions. If no amendments to the Purchase Order Terms and Conditions are proposed, the Applicant should state that its Application is fully consistent with the Purchase Order Terms and Conditions;
 - (j) a completed Application Form, including Appendix 1 to Application Form.
- 2.3 Each Applicant should note Section 9 of Appendix 1 to Part C and should include in its Application a section entitled "Conflicts; Collusion; Lobbying" as necessary.
- 2.4 The sections of each Application should be arranged in the order in which they are referred to in this Part B. Applicants should avoid, to the extent possible, the inclusion of other top-level Application sections.

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PART C - APPLICATION FORM

APPLICATION FORM

RFA No. PS20161634 PRE-QUALIFICATION OF TIER 3 FOOD AND BEVERAGE SUPPLIERS (the "RFA")

Applicant's Name: _____
"Applicant"

Address: _____

Jurisdiction of Legal Organization: _____

Date of Legal Organization: _____

Key Contact Person: _____

Telephone: _____ Fax: _____

E-mail: _____

GST Registration #: _____

Business License #: _____

WorkSafeBC account #: _____

Insurance Expiry Date: _____

The Applicant, having carefully examined and read the RFA, 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 Application.

The Applicant further acknowledges that it has read and agreed to the Legal Terms & Conditions attached as Appendix 1 hereto and has separately executed such Appendix 1.

IN WITNESS WHEREOF the Applicant has executed this Application Form:

Signature of Authorized Signatory for the Applicant

Date

Name and Title

Signature of Authorized Signatory for the Applicant

Date

Name and Title

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PART C - APPLICATION FORM (APPENDIX 1)

APPENDIX 1 TO APPLICATION FORM

LEGAL TERMS AND CONDITIONS

1 APPLICATION OF THESE LEGAL TERMS AND CONDITIONS

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

2 DEFINITIONS

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

- (a) "Applicant" means the legal entity which has signed the Application Form, and "applicant" means any applicant responding to the RFA, excluding or including the Applicant, as the context requires.
- (b) "Application" means the package of documents consisting of the Application Form (including this Appendix 1), the Applicant's application submitted under cover of the Application Form, and all schedules, appendices and accompanying documents, and "application" means any application submitted by any applicant, excluding or including the Applicant, as the context requires.
- (c) "Application Form" means that certain Part C of the RFA, completed and executed by the Applicant, to which this Appendix 1 is appended.
- (d) "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter.
- (e) "Contract" means a legal agreement, if any, entered into between the City and the Applicant following and as a result of the Applicant's selection by the City in the City's RFA process.
- (f) "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).
- (g) "RFA" means the document issued by the City as Request for Applications No. PS20161634, as amended from time to time and including all addenda.

3 NO LEGAL OBLIGATION ASSUMED BY THE CITY

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

4 NO DUTY OF CARE OR FAIRNESS TO THE APPLICANT

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 Applicant or to any of the Applicant's proposed subcontractors* (as opposed to the

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PART C - APPLICATION FORM (APPENDIX 1)

public) any contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFA process, or any contract or tort law duty to preserve the integrity of the RFA process. The Applicant 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 RFA process on this basis.

5 EVALUATION OF APPLICATIONS

5.1 Compliance / Non-Compliance

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

5.2 Reservation of Complete Control over Process

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

5.3 Discussions/Negotiations

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

5.4 Acceptance or Rejection of Applications

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

6 PROTECTION OF CITY AGAINST LAWSUITS

6.1 Release by the Applicant

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

- (a) any alleged (or judicially determined) breach by the City or its officials, agents or employees of the RFA (it being agreed that, to the best of the parties' knowledge, the City has no obligation

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PART C - APPLICATION FORM (APPENDIX 1)

or duty under the RFA 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 RFA process,
- (c) the Applicant preparing and submitting the Application;
- (d) the City accepting or rejecting the Application or any other submission; or
- (e) the manner in which the City: reviews, considers, evaluates or negotiates any application; addresses or fails to address any application or applications; resolves to enter into a Contract or not enter into a Contract or any similar agreement; or the identity of the applicant(s) or other persons, if any, with whom the City enters any agreement respecting the subject matter of the RFA.

6.2 Indemnity by the Applicant

Except only and to the extent that the City breaches Section 8.2 of this Appendix 1, the Applicant 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 Applicant 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 RFA (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFA 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 RFA process, or
- (c) liability on any other basis related to the RFA or the application process.

6.3 Limitation of City Liability

In the event that, with respect to anything relating to the RFA or this application process (except only and to the extent that the City breaches Section 8.2 of this Appendix 1), the City or its officials, agents or employees are found to have breached (including fundamentally breached) any duty or obligation of any kind to the Applicant or its subcontractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Applicant 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.

7 DISPUTE RESOLUTION

Any dispute relating in any manner to the RFA or the application process (except to the extent that the City breaches this Section 7 or Section 8.2 of this Appendix 1, and also excepting any disputes arising between the City and the Applicant under a Contract (or a similar contract between the City and an applicant other than the Applicant)) 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 Products and Services;
- (b) Section 6 of this Appendix 1 will: (i) bind the City, the Applicant and the arbitrator; and (ii) survive any and all awards made by the arbitrator; and

REQUEST FOR APPLICATIONS NO. PS20161634
PRE-QUALIFICATION OF TIER 3 FOOD AND BEVERAGE SUPPLIERS
PART C - APPLICATION FORM (APPENDIX 1)

- (c) The Applicant will bear all costs of the arbitration.

8 PROTECTION AND OWNERSHIP OF INFORMATION

8.1 RFA and Application Documents City's Property

- (a) All RFA-related documents provided to the Applicant 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 Application, once submitted to the City, becomes the property of the City, and the City is under no obligation to return the Application to the Applicant.

8.2 Applicant'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 Application, including without limitation names and prices, in the course of publicly reporting to the Vancouver City Council about the RFA, the City will treat the Application (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information.

8.3 All City Information Confidential

- (a) The Applicant 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 Applicant at any time (whether before, during or after the RFA process). Furthermore, the Applicant 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 Application.
- (b) The Applicant 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 Application (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 Application (or any other submissions) including, without limitation, records relating only to the Applicant.

9 NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING

9.1 Declaration as to no Conflict of Interest in RFA Process

- (a) The Applicant confirms and warrants that there is no officer, director, shareholder, partner, employee or contractor of the Applicant or of any of its proposed subcontractors, or any other person related to the Applicant'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 Application 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 Application.
- (b) The Applicant 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 RFA obtained during his or her employment or

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PART C - APPLICATION FORM (APPENDIX 1)

engagement by the City, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Application.

9.2 Declaration as to No Conflict of Interest Respecting Proposed Supply

The Applicant confirms and warrants that neither the Applicant nor any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or products and services to a third party such that entering into an agreement with the City in relation to the subject matter of the RFA would create a conflict of interest or the appearance of a conflict of interest between the Applicant's duties to the City and the Applicant'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 Application.

9.3 Declaration as to No Collusion

The Applicant confirms and warrants that:

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

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

9.4 Declaration as to Lobbying

The Applicant confirms and warrants that:

- (a) neither it nor any officer, director, shareholder, partner, employee or agent of the Applicant 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 Applicant or any of its proposed subcontractors has engaged in any form of political or other lobbying whatsoever with respect to the RFA or sought, other than through the submission of the Application, to influence the outcome of the RFA process,

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

10 GENERAL

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

REQUEST FOR APPLICATIONS NO. PS20161634
PRE-QUALIFICATION OF TIER 3 FOOD AND BEVERAGE SUPPLIERS
PART C - APPLICATION FORM (APPENDIX 1)

11 INDEPENDENT LEGAL ADVICE

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

IN WITNESS WHEREOF, AS EVIDENCE OF THE APPLICANT'S INTENT TO BE LEGALLY BOUND HEREBY, THIS APPENDIX 1 TO APPLICATION FORM IS EXECUTED ON BEHALF OF THE APPLICANT BY ITS DULY AUTHORIZED SIGNATORY OR SIGNATORIES:

Signature of Authorized Signatory for the Applicant

Date

Name and Title

Signature of Authorized Signatory for the Applicant

Date

REQUEST FOR APPLICATIONS NO. PS20161634
PRE-QUALIFICATION OF TIER 3 FOOD AND BEVERAGE SUPPLIERS
PART D - FORM OF AGREEMENT

Refer to Appendix B - Purchase Order Terms and Conditions.

REQUEST FOR APPLICATIONS NO. PS20161634
PRE-QUALIFICATION OF TIER 3 FOOD AND BEVERAGE SUPPLIERS
ANNEX 1 - DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

ANNEX 1 - DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

Purpose: All proposed suppliers are to complete and submit this form to certify compliance with the supplier performance standards set out in the Supplier Code of Conduct.

The City of Vancouver expects each supplier of goods and products 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: _____

REQUEST FOR APPLICATIONS NO. PS20161634
PRE-QUALIFICATION OF TIER 3 FOOD AND BEVERAGE SUPPLIERS
ANNEX 2 VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE

THIS ANNEX 2 DOES NOT NEED TO BE COMPLETED FOR THE PURPOSES OF SUBMITTING AN APPLICATION IN RESPONSE TO THIS RFA. HOWEVER, THIS ANNEX 2 SHALL BE COMPLETED BY THE APPLICANT, IF THE APPLICANT IS SELECTED BY THE CITY AS A TIER 3 FOOD AND BEVERAGE SUPPLIER UPON THE CONCLUSION OF THIS RFA.

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

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

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

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

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

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

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

Questionnaire Structure

| | |
|---------------------------------|---|
| Section 1: Environmental Impact | Reducing greenhouse gas (GHG) emissions Reducing waste Sustainable purchasing |
| Section 2: Social Impact | Workplace development programs Supporting social enterprises Additional social sustainability initiatives |
| Section 3: Definitions | Definitions for key terms used in this Annex. |

REQUEST FOR APPLICATIONS NO. PS20161634
PRE-QUALIFICATION OF TIER 3 FOOD AND BEVERAGE SUPPLIERS
ANNEX 2 VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE

SECTION 1: ENVIRONMENTAL IMPACT

This section of the leadership questionnaire addresses the following:

- *reducing greenhouse gas (GHG) emissions*
- *reducing waste*
- *sustainable purchasing*

1. Does your company own or lease buildings in Metro Vancouver?

☐ Yes ☐ No

If no, skip to question 2.

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

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

2. Does your company own or lease fleet vehicles to be operated in Metro Vancouver?

☐ Yes ☐ No

If no, skip to question 3.

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

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

REQUEST FOR APPLICATIONS NO. PS20161634
PRE-QUALIFICATION OF TIER 3 FOOD AND BEVERAGE SUPPLIERS
ANNEX 2 VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE

SECTION 2: SOCIAL IMPACT

This section of the leadership questionnaire addresses the following elements:

- *Workplace development programs*
- *Supporting social enterprises*
- *Other social sustainability initiatives*

1. Does your company employ and/or provide training opportunities for *person(s) with barriers to employment* (e.g., people with addictions, disabilities, mental health issues; people who are newcomers or refugees, etc.) that go beyond the hiring practices required by law? See definition of *person with barriers to employment* in Section 3 below.

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

SECTION 3: DEFINITIONS

Social Enterprise:

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

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ANNEX 2 VENDOR SUSTAINABILITY LEADERSHIP QUESTIONNAIRE

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

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

Person with Barriers to Employment:

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



**CERTIFICATE OF EXISTING INSURANCE
TO BE COMPLETED AND APPENDED TO THE APPLICATION**

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

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

BUSINESS TRADE NAME or DOING BUSINESS AS

BUSINESS ADDRESS

DESCRIPTION OF OPERATION

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

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

4. COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)

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

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

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

6. ☐ UMBRELLA OR ☐ EXCESS LIABILITY INSURANCE **Limits of Liability (Bodily Injury and Property Damage Inclusive) -**

| | |
|-----------------------------------|---------------------------------|
| INSURER _____ | Per Occurrence \$ _____ |
| POLICY NUMBER _____ | Aggregate \$ _____ |
| POLICY PERIOD From _____ to _____ | 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

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

**REQUEST FOR APPLICATIONS NO. PS20161634
PRE-QUALIFICATION OF TIER 3 FOOD AND BEVERAGE SUPPLIERS
ANNEX 4 RESPONSE FORM**

ANNEX 4 - RESPONSE FORM FOR TIER 3 FOOD AND BEVERAGE APPLICANTS:

1. Indicate with a check-mark (☑) which categories of the following Tier 3 food and beverage products the Applicant can offer the City:

| Category | Check, if Applicant can offer the City: |
|---|---|
| Produce | <input type="checkbox"/> |
| Ice Cream | <input type="checkbox"/> |
| Fresh baked Goods & Bread | <input type="checkbox"/> |
| Special Diet Items (Tofu, Vegetarian, Gluten-free) | <input type="checkbox"/> |

2. Indicate with a check mark (☑) which locations the Applicant can deliver products to:

- ☐ Fraserview Golf Course (open year-round): 7800 Vivian Drive, Vancouver, BC V5S 2V8
- ☐ Langara Golf Course (open year-round): 6706 Alberta Street, Vancouver, BC V5X 4V8
- ☐ McCleery Golf Course (open year-round): 7188 Macdonald Street, Vancouver, BC V6N 1G2

Park Board Concession locations:

| Check, if applicable | Location | Address | Estimated Opening Period |
|--------------------------|----------------------|-------------------------|--------------------------|
| <input type="checkbox"/> | 1) Information Booth | 715 Stanley Park Drive | January - December |
| <input type="checkbox"/> | 2) Lumberman's Arch | 3301 Stanley Park Drive | March - September |
| <input type="checkbox"/> | 3) Second Beach | 8501 Stanley Park Drive | Late March - October |
| <input type="checkbox"/> | 4) Third Beach | 7495 Stanley Park Drive | April - September |
| <input type="checkbox"/> | 5) Railway Café | 650 Pipeline Road | March - December |
| <input type="checkbox"/> | 6) Sunset Beach | 1204 Beach Avenue | January - December |

REQUEST FOR APPLICATIONS NO. PS20161634
PRE-QUALIFICATION OF TIER 3 FOOD AND BEVERAGE SUPPLIERS
ANNEX 4 RESPONSE FORM

| | | | |
|--------------------------|------------------|---------------------------------|-----------------------|
| <input type="checkbox"/> | 7) Jericho | 3941 Pt. Grey Road | Mid-March - September |
| <input type="checkbox"/> | 8) Kits Pool | 2305 Cornwall Avenue | May - September |
| <input type="checkbox"/> | 9) Locarno | 4445 NW Marine Drive | Mid-March - September |
| <input type="checkbox"/> | 10) Spanish Bank | 4707 NW Marine Drive | January - December |
| <input type="checkbox"/> | 11) West Bank | 4875 NW Marine Drive | April - September |
| <input type="checkbox"/> | 12) New Brighton | 3201 New Brighton Road | May - September |
| <input type="checkbox"/> | 13) Trout Lake | 2105 E. 19 th Avenue | May - October |

- ☐ Stanley Park concessions warehouse (open year-round): 625 Pipeline Road, Vancouver, BC V6G 1Z4
- ☐ Queen Elizabeth Theatre: 649 Cambie Street, Vancouver, BC V6B 2P1
- ☐ Orpheum Theatre: 865 Seymour Street, Vancouver, BC V6B 3L4
- ☐ Carnegie Community Centre: 401 Main Street, Vancouver, BC V6A 2T7
- ☐ The Gathering Place Community Centre: 609 Helmcken Street, Vancouver, BC V6B 5R1
- ☐ Other City locations, if required
- ☐ None of the above - the Applicant does not deliver

3a. Complete separately attached ***Annex 5 - Pricing Tables for Tier 3 Food and Beverage Products***, in accordance with Section 7.2 of Part A of the RFA. Pricing submitted should be valid as at the Closing Date of the RFA, and be effective for the first 12 months of the agreement.

3b. The Applicant shall indicate their delivery lead time: _____

3c. The Applicant shall indicate their delivery frequencies (e.g. how many times per day, how many times per week): _____

REQUEST FOR APPLICATIONS NO. PS20161634
PRE-QUALIFICATION OF TIER 3 FOOD AND BEVERAGE SUPPLIERS
ANNEX 4 RESPONSE FORM

3d. How will the Applicant prevent and mitigate inventory stock-outs? (e.g. stocking-out of bottled water during the peak Summer period.) _____

3e. How much inventory (e.g. number of weeks' supply) does the Applicant carry?

3f. The Applicant shall describe its procedure for notifying the City of price changes:

3g. If applicable, the Applicant shall describe its proposed pricing model, stating any volume assumptions, discounts, or incentives:

3h. How will the Applicant provide the City with pricing updates, market intelligence, and recommendations that will minimize the City's exposure to price increases or fluctuations?

4. Sustainability:

- (a) How would the Applicant track origin and sustainability certifications of food products purchased by the City? To what level is the Applicant able to track origin (City? Province/State? Country? Other?)
- (b) How would the Applicant provide the detailed and summary reports outlined in Appendix A? Please include sample reports.
- (c) How does the Applicant currently source food items with a reduced carbon footprint (as defined in Appendix A)? Please highlight any categories where Applicant expects there to be seasonal differences in availability of lower carbon footprint items.
- (d) What relationships does the Applicant currently have with BC producers and processors?
- (e) How does the Applicant reduce or divert food waste in its operations? What does the Applicant do with food that has 'expired' or passed 'best before' dates? Describe any community partnerships that Applicant is involved in to reduce food waste.
- (f) How will the Applicant reduce packaging waste from food products purchased by the City? Provide specific examples.
- (g) Is the Applicant a social enterprise? If so, please describe. (note: a social enterprise is a business owned by a non-profit organization, and is directly involved in the production and/or selling of goods and services for the [combined] purpose of generating income and achieving social, cultural, and/or environmental aims).











REQUEST FOR APPLICATIONS NO. PS20161634
PRE-QUALIFICATION OF TIER 3 FOOD AND BEVERAGE SUPPLIERS

APPENDIX A - SUSTAINABLE FOOD DEFINITION AND REPORTING REQUIREMENTS

Sustainable Food Definition

Sustainable Food is food and beverages that have one or both of the following two sustainability-related qualities:

- a. Reduced Carbon Footprint (e.g. minimizing the distance travelled from farm or processing location to table)
- b. Ecological, Humane, and/or Socially Responsible as demonstrated by one or more of the following sustainability certifications:

| Sustainability Certification | Certification Label |
|---|---|
| CFIA Certified Organic |  |
| USDA Certified Organic |  |
| Non-GMO Project Verified |  |
| Food Alliance Certified |  |
| Protected Harvest Certified |  |
| BC SPCA Certified |  |
| Fairtrade International (FLO) Certified |   |
| Fair for Life (Fair Trade) Certified |  |
| Rainforest Alliance Certified |  |

REQUEST FOR APPLICATIONS NO. PS20161634
PRE-QUALIFICATION OF TIER 3 FOOD AND BEVERAGE SUPPLIERS

| | |
|--|---|
| Ocean Wise recommended, or equivalent |  |
| Sea Choice - "Best Choice" products |  |
| Marine Stewardship Council (MSC) Eco-Label |  |

2. Sustainable Food Purchases Reporting:

For reporting purposes, the City defines local food as "food that is raised, grown, produced or processed within BC".

Pre-qualified suppliers will be required to provide quarterly detailed and summary reports related to the City's Sustainable Food purchases. Suppliers will be required to provide two types of reports to the City quarterly:

a. Detailed Product Information (to be tracked by Supplier and sent to City quarterly):

| Item Description | Category of Food: (e.g. Dairy, Meat, Seafood, Bread, Beverages, Other) | Origin: City/Town and/or Province/State and Country) | Sustainability Certification (if applicable) | \$ Value |
|------------------|---|---|--|----------|
| | | | | |
| | | | | |

b. Summary information (to be calculated by Supplier and sent to City quarterly):

| Total Invoiced Value | \$ Value of local food (per the City's reporting definition) | % Local (value of local / total invoiced) | \$ Value of food with sustainability certifications | % Certified (value of certified/total invoiced) | \$ Value of local and certified | % local and certified |
|----------------------|--|---|---|---|---------------------------------|-----------------------|
| | | | | | | |

**REQUEST FOR APPLICATIONS NO. PS20161634
PRE-QUALIFICATION OF TIER 3 FOOD AND BEVERAGE SUPPLIERS**

APPENDIX B – PURCHASE ORDER TERMS AND CONDITIONS

At the City's sole and absolute discretion, the City may enter into a form of agreement in the form of a Purchase Order, which has the following terms and conditions:

REQUIRED DOCUMENTATION:

Failure to meet these requirements may result in the goods and/or invoices being returned at the Vendor's cost.

- (a) The purchase order number must be shown on all related invoices, shipping papers, transportation bills, packages, packing lists and correspondence.
- (b) A separate invoice must be rendered for each shipment or delivery and mailed or delivered with the goods to the Department/Division/Branch shown on the front of the purchase order. All invoices must bear a unique reference (invoice) number.
- (c) A packing list must be included with each shipment applied against this purchase order.
- (d) Where applicable, serial numbers are to be shown on the invoice including serial numbers of trade-in equipment.
- (e) The Vendor shall provide appropriate labels and material safety data sheets for WHMIS regulated products. No product containing asbestos shall be supplied at any time without written authorization.

OFFER AND ACCEPTANCE:

The Vendor, by the execution of this purchase order or by the commencement of performance enters into a binding agreement of purchase and sale with the City of Vancouver (the "City") for the supply of the goods and services as listed on the face of this purchase order subject to these terms and conditions.

The City's placement of this purchase order with the Vendor is expressly conditioned upon the Vendor's acceptance of all the terms and conditions contained on, attached to, or expressly incorporated by reference in this purchase order.

Any terms and conditions proposed by the Vendor that are inconsistent with or in addition to the terms and conditions of this purchase order are void and of no effect, whether provided in an invoice, confirmation of purchase or other instrument.

PAYMENT:

Payment by the City shall be made after final acceptance by the City of the goods and services, notwithstanding any previous passing of title to the goods.

PRICES/TERMS OF SHIPMENT:

Unless otherwise noted on the face of the purchase order:

- (a) prices and shipping terms are DDP (Incoterms 2000); and
- (b) prices include all packing, handling, cartage, taxes, duties and are otherwise all-inclusive.

DELIVERY:

Time is of the essence. The Vendor must advise immediately of any shortage or delay of any kind. If delivery of goods and services is not completed by the delivery date, the City reserves the right to terminate this purchase order in whole or in part and to purchase substitute goods and services elsewhere and charge the Vendor with any incidental or consequential damages that might be incurred.

WARRANTY:

Without limitation to any additional warranties provided by the Vendor, whether indicated on the face of the purchase order or otherwise provided, the Vendor warrants that: (a) all goods shall be of merchantable quality and free from defects in workmanship and materials; (b) all goods shall strictly conform to applicable samples, specifications and drawings; (c) all goods and services shall be fit for the purpose intended by the City; (d) all goods shall be free and clear of all liens, charges and encumbrances; (e) the goods and services shall comply with the standards set forth by applicable federal, provincial, municipal and industry regulatory agencies; (f) the shipping and handling of any hazardous material will be made in accordance with all applicable laws and regulations; and (g) the goods and services shall comply with all applicable environmental protection laws and regulations.

Unless a longer warranty period is specified on the face of the purchase order or is otherwise provided, the foregoing warranty shall be valid for one year from the date of acceptance of the goods and services by the City. If at any time prior to the expiration of any applicable warranty period, any weakness, deficiency, failure, breakdown or deterioration in workmanship or material should appear or be discovered in the goods and services furnished by the Vendor, or if the goods and services do not conform to the terms and conditions of this purchase order, the City may at its option (a) require the Vendor to promptly replace, redesign or correct the defective and non-conforming goods and services at no expense to the City, or (b) the City may replace or correct the defective goods and services and charge the Vendor with all expenses incurred by the City. The Vendor agrees to indemnify and save harmless the City, its members, officers, employees, assigns, agents, clients and the public from any liability, loss, cost and expense arising either directly or indirectly, from breach of any warranty given by the Vendor hereunder.

INSPECTION:

All goods and services are subject to inspection and approval by the City upon delivery. The City reserves the right to refuse acceptance of goods and services which are not in accordance with City's specifications or not in compliance with the Vendor's warranty (expressed or implied). Goods not accepted will be returned to the Vendor at the Vendor's expense. The City will not be deemed to have accepted goods and services by virtue of a partial or full payment for them and in no event unless and until the City gives the Vendor written confirmation of acceptance following the City's receipt, inspection and approval of the goods and services.

PASSAGE OF TITLE/RISK:

Despite any other term of this purchase order, risk of loss or damage to the goods and services will remain with the Vendor until the receipt, inspection and written approval of the goods and services by the City.

INSURANCE:

The Vendor shall purchase and maintain insurance appropriate for a prudent supplier of the goods and services. The Vendor shall provide proof of such insurance, if so requested by the City.

INDEMNITY:

The Vendor agrees to indemnify and save harmless the City, its members, officers, employees, assigns, agents and clients from any liability, loss, cost and expense arising directly or indirectly from claims, proceedings and investigations ("Losses") advanced by or on behalf of third parties to the extent such Losses are caused or contributed to by any breach of this agreement by the Vendor or negligence or willful misconduct by the Vendor or other party for whom the Vendor is responsible.

WAIVER AND LIMITATIONS OF LIABILITY:

The Vendor hereby waives and disclaims any right of action or claim against the City (other than for payment of the purchase price set forth on the face of this purchase order) for any liability, loss, cost and expense arising directly or indirectly from its supply of the goods and services listed on the face of this purchase order.

If, regardless of the foregoing, the City becomes liable on any basis to the Vendor its liability shall not in the aggregate exceed the purchase price set forth on the face of this purchase order.

WORKSAFEBC:

The Vendor shall maintain registration with WorkSafeBC and adhere to all WorkSafeBC practices relevant to the goods and/or services to be delivered by the Vendor under the terms of this purchase order.

CITY SUPPLIED PROPERTY:

REQUEST FOR APPLICATIONS NO. PS20161634 PRE-QUALIFICATION OF TIER 3 FOOD AND BEVERAGE SUPPLIERS

Title to any items which have been supplied to the Vendor by the City, or paid for by the City, in advance of delivery by the Vendor of the goods and services ordered on the face of the purchase order, shall at all time be vested in the City. The risk of loss for such items shall remain with the Vendor until delivery to the City of such items, in the same conditions as originally received by the Vendor. The Vendor hereby agrees to be responsible for any and all loss or damage to the City's property while such property is in its possession or control.

Technical information, specifications, drawings, designs, building and floor plans and other documentation relating to the business or activities of the City disclosed by the City to the Vendor pursuant to this purchase order shall be held in strict confidence by the Vendor and shall remain the exclusive property of the City and may not be copied or reproduced without the express written consent of the City.

INTELLECTUAL PROPERTY:

The Vendor shall defend, indemnify and hold harmless the City, its members, officers, employees, agents, clients, and the public from any expense, cost, loss, claim, damage, judgment or liability for infringement or alleged infringement of third party intellectual property rights including any patent, copyright, industrial design, trademark or trade secret with respect to the goods and services and their process of manufacture. The Vendor 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.

COMPLIANCE WITH LAWS:

In accepting this purchase order, the Vendor represents that it has complied and will continue during the performance of this purchase order to comply with the provisions of all applicable third party contracts, and all applicable laws. The laws of British Columbia govern this agreement, the courts of British Columbia have exclusive jurisdiction over any disputes under it, and all provisions of the International Sale of Goods Act (BC) are specially excluded.

NO PROMOTION OF RELATIONSHIP:

The Vendor must 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.

ASSIGNMENT:

This purchase order shall not be assigned or subcontracted by the Vendor without the prior written consent of the City.

CHANGES/MODIFICATIONS/TERMINATION:

The City reserves the right at any time, to cancel or terminate this purchase order in whole or in part by written or verbal notice confirmed in writing or to make changes in any one or more of the following: quantity, specifications, methods of shipment or packing, and place or timing of delivery. If any such change causes a change in the cost of or the time required for performance of this purchase order, an equitable adjustment shall be made in the price or delivery schedule, or both. No agreement or understanding to modify this purchase order shall be binding on the City unless in writing and signed by the City's authorized agent.

PRICE ADJUSTMENTS UPON YEARLY 12-MONTH RENEWAL OF SUBSCRIPTION:

The City may, at its sole discretion, renew for additional 12-month periods, the annual subscription, up to a maximum of four renewals in total.

If the City does not wish to renew, the City shall give the Vendor written notice that the subscription will not be renewed, at least 30 days' prior to the Anniversary Date.

At least 60 days' prior to the Anniversary Date, the Vendor will provide a written reminder to the City's Project Manager.

With each renewal, the Annual Fee per 1000 volunteers may be subject to increases based on the net 12-month change in Consumer Price Index for the province of British Columbia, as published by Statistics Canada, as at the date of invoicing (in August of every year). In the event that there is a net 12-month decrease in CPI, no decrease in Annual Fee per 1000 volunteers will apply.

If, upon each 12-month renewal, there are any applicable increases to the Annual Fee per 1000 volunteers, the "Statistics Canada Consumer Price Index, by province (monthly) (British Columbia)" will be used for determining the percentage increase effective on the commencement of the 12-month renewal period, such that the percentage increase that may apply would be calculated in the following manner, by way of example:

If B.C. All-items August 2014 CPI = 118; and B.C. All-items July 2015 CPI = 119

The 12-month increase in CPI during the 12-month period between August 2014 to July 2015 is calculated to be 0.8474% (maximum to four decimal points).

Therefore, any applicable increase to the Annual Fee per 1000 volunteers will be 0.8474%, for the 12-month renewal period commencing on September 1, 2015.

With each renewal, the Annual Fee per 1000 volunteers may be subject to increases based on the most current Consumer Price Index for the province of British Columbia, as published by Statistics Canada as at the date of invoicing, on its website <http://www.statcan.gc.ca/tables-tableaux/sum-som/l01/pro01/pro110-eng.htm> or <http://www.statcan.gc.ca/tables-tableaux/sum-som/l01/cst01/cpis01k-eng.htm>.