

REQUEST FOR QUOTATIONS NO. PS20171488 (the "RFQ") IN RESPECT OF

PRE-RINSE SPRAY VALVE AND LAVATORY FAUCET AERATORS INCENTIVE PROGRAM

Quotations are to be addressed to the Supply Chain Management office, 4th Floor, City of Vancouver, 453 West 12th Avenue, Vancouver, British Columbia, Canada, V5Y 1V4 and should be received prior to 3:00 p.m., Vancouver Time (as defined in Note 4 below), on Friday, September 22, 2017 (the "Closing Time").

QUOTATIONS WILL NOT BE PUBLICLY OPENED.

NOTES:

- 1. Quotations may be sent to the address specified above by mail, or they may be delivered by couriers or otherwise in person at the Main Floor Rotunda Information Desk at the address specified above, in each case prior to the Closing Time.
- 2. Quotations may also be sent via email to the email address listed below.
- 3. Quotations must be marked with the vendor's name and the RFQ title and number.
- 4. "Vancouver Time" will be conclusively deemed to be the time shown on the clock above the Supply Chain Management drop box on the 4th Floor of Vancouver City Hall.
- 5. The City of Vancouver is open on business days from 8:30 a.m. to 4:30 p.m., Vancouver Time, and is closed Saturdays, Sundays, and holidays.
- 6. DO NOT SUBMIT QUOTATIONS BY FAX
- 7. All queries related to this RFQ should be submitted in writing to the attention of:

Nina Wood, Buyer

Email: nina.wood@vancouver.ca

(the "Contact Person")

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1.0 INTRODUCTION AND SUBMISSION INSTRUCTIONS

- 1.1 The City of Vancouver (the "City") is seeking quotations to determine if it will enter into one or more purchase orders for the supply, coordination and installation of pre-rinse spray valves and lavatory faucet aerators in participating Vancouver food service establishments (FSEs).
- 1.2 Vendors should carefully review Appendix 1 Requirements for a detailed description of the City's requirements.

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

- 1.4 Vendors should carefully review the City's intended form of agreement attached as Appendix 3.
- 1.5 Vendors should submit quotations on the form provided. Failure to do so may result in the quotation being put aside and given no further consideration. Failure to complete all fields in the quotation form may result in the vendor's quotation being set aside and given no further consideration.
- 1.6 If a vendor believes that the City may be unable to select it due to a conflict of interest, but is uncertain about this, the vendor is urged to contact the individual named on the cover page above as soon as possible with the relevant information so that the City may advise the vendor regarding the matter.

2.0 **SUSTAINABILITY**

- 2.1 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.
- 2.2 Each vendor is expected to: (a) complete the form attached as Appendix 2 and attach it to its quotation; and (b) adhere to the supplier performance standards set forth in the Supplier Code of Conduct. In addition, the Ethical Purchasing Policy shall be referred to in the evaluation of quotations, to the extent applicable.
- 2.3 Vendors are to provide environmentally sensitive products or services wherever possible. Where there is a requirement that a vendor supply materials, and where such materials may cause adverse environmental effects, the vendor should indicate the nature of the hazard(s) in its quotations. Furthermore, each vendor is asked to advise the City of any known alternatives or substitutes for such materials that would mitigate such adverse effects.

3.0 **INQUIRIES**

It is the responsibility of each vendor to satisfy itself as to the requirements set out in this RFQ. Inquiries are to be addressed only to the contact person named on the cover page of this RFQ no later than three (3) business days prior to Closing Time. If required, an addendum will be issued to all vendors.

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4.0 **PRICING**

- Prices quoted are to be inclusive of provincial sales tax payable by the City under the *Provincial Sales Tax Act* ("**PST**"), but exclusive of any tax calculated upon such prices under the federal *Excise Tax Act* ("**GST**"), where applicable, except where expressly requested to the contrary.
- 4.2 Each vendor should indicate any time limitation on its pricing. The City expects that, if it purchases goods or services as a result of responses to this RFQ, it will do so late September, 2017; therefore, vendor should indicate whether or not its pricing will remain in effect throughout that period.
- 4.3 Prices are to include all taxes (excluding GST and PST, except where expressly requested to be included), fees, charges, overhead, profit and other expenses or costs of any kind whatsoever necessary for or incidental to the supply and delivery of the specified item.
- 4.4 Prices are to be quoted in Canadian currency.

5.0 ADDRESS(ES) FOR DELIVERIES OR WORK

Any successful vendor of goods may be asked to deliver goods to or perform work at the following address(es): 453 West 12th Avenue, Vancouver, BC or to such other addresses as are specified in a City contract or purchase order.

6.0 DELIVERY TIMES OR WORK SCHEDULES

Vendors are asked to state in their quotations the time(s) required from the placement of an order to delivery of goods or completion of work. The City may give precedence to vendors who can deliver as soon as possible.

7.0 **QUANTITIES**

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

8.0 TERMS OF PAYMENT

- The City's proposed payment terms are as indicated in the form of agreement attached as Appendix 3; however, any discounts or more favourable (or less favourable) terms which may be offered by a vendor will be taken into consideration in evaluating quotations. Each vendor should indicate in its quotation if it offers or requires particular payment terms.
- 8.2 Vendors should indicate whether they can accept payment by EFT (electronic funds transfer) and/or by credit card.

9.0 **CONTRACTING**

- 9.1 The City currently expects that the result of this RFQ will be that it will contact a successful vendor to propose the entry into a contract in the form of Appendix 3.
- The City may elect not to buy anything or enter into any contract as a result of this RFQ. The City may elect to enter into a contract or place an order resulting from this RFQ with one vendor or more than one vendor. The City is not obligated to enter into an exclusive arrangement with any vendor or to purchase any quantity of goods or services.

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9.3 Where the head office of a successful vendor is located within the City of Vancouver and/or where a successful vendor is required to perform services at a site located within the City of Vancouver, the successful vendor is required to have a valid City of Vancouver business license (or, if available, a Metro West Inter-municipal Business License).

10.0 ALTERNATIVES / DEVIATIONS

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

11.0 **EVALUATION CRITERIA**

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

Quotations will be evaluated to determine which are likely to offer the overall best value to the City based on, which are not in any order of importance:

- (a) Pricing;
- (b) A vendor's ability to meet the scope of work stated in the RFQ;
- (c) Ability to meet project timeline;
- (d) Qualifications, expertise, references, and overall experience:
- (e) Quotation includes creative approaches and proposed methodology;
- (f) Other criteria described herein (if any) that the City, in its sole discretion, deems necessary to evaluate the Statement of Work.
- The City may elect to not accept any quotation, and may terminate or amend this RFQ at anytime.
- 11.3 The City may discuss or negotiate variations from the scope of the RFQ or changes to the scope of supply to be offered by a vendor or the pricing therefor, with any one or more of the vendors responding to the RFQ without having any duty or obligation to advise other vendors or to allow other vendors to vary their quotations as a result of such discussions or negotiations.

12.0 NO CLAIMS AGAINST THE CITY

12.1 In submitting a quotation, the vendor acknowledges and agrees that:

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- this RFQ is in no way whatsoever an offer to enter into a supply agreement or an (a) agreement imposing any duty of fairness on the City;
- (b) submission of a quotation does not in any way whatsoever create any obligation on the part of the City to treat the vendor's or any other vendor's quotation in any particular manner or undertake this RFQ process in any particular manner (except as expressly stated in Section 12.1(c);
- subject to the applicable provisions of the Freedom of Information and Protection (c) of Privacy Act (British Columbia) and the City's right to publicly disclose information about or from any quotation, including without limitation names and prices, in the course of publicly reporting to the Vancouver City Council about the RFQ, the City will treat each quotation (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information: and
- (d) the City will not be responsible for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred or alleged to be incurred by the vendor in relation to its submission of a quotation, except under the preceding Section 12.1(c).

CONFLICTS/COLLUSION/LOBBYING 13.0

- 13.1 Each vendor must disclose whether any officer, director, shareholder, partner, employee or contractor of the vendor or of any of its proposed subcontractors, or any other person related to the vendor's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest is:
 - an elected official or employee of the City; or (a)
 - (b) related to or has any business or family relationship with an elected official or employee of the City,

in each case such that there could be any conflict of interest or an appearance of a conflict of interest in the evaluation or consideration of the vendor's quotation by the City. The City will evaluate each matter disclosed to determine whether and to what extent the vendor can be given consideration in the RFQ in light of the particular matter.

- 13.2 Each vendor must disclose whether any person having an interest (as defined above) is a former official, former employee or former contractor of the City who has non-public information relevant to the RFQ obtained during his or her employment or engagement by the City. The City will evaluate each matter disclosed to determine whether and to what extent the vendor can be given consideration in the RFQ in light of the particular matter.
- 13.3 Each vendor must disclose whether the vendor or any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that becoming a supplier to the City in response to this RFQ would create a conflict of interest or the appearance of a conflict of interest between the vendor's duties to the City and the vendor's or its subcontractors' duties to such third party. The City will evaluate each matter disclosed to determine whether and to what extent the vendor can be given consideration in the RFQ in light of the particular matter.
- Each vendor is required to disclose whether the vendor is competing for purposes of the 13.4 RFQ with any entity with which it is legally or financially associated or affiliated. Each

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vendor must also disclose whether it is cooperating in any manner in relation to the RFQ with any other vendor responding to the RFQ. The City will evaluate each matter disclosed to determine whether and to what extent the vendor can be given consideration in the RFQ in light of the particular matter.

Each vendor is required to disclose whether it or any officer, director, shareholder, partner, employee or agent of the vendor or any of its proposed subcontractors: (1) is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America; or (2) has engaged in any form of political or other lobbying whatsoever with respect to the RFQ or sought, other than through the submission of its quotation, to influence the outcome of the RFQ process. The City will evaluate each matter disclosed to determine whether and to what extent the vendor can be given consideration in the RFQ in light of the particular matter.

14.0 INSURANCE AND WORKERS' COMPENSATION COVERAGE

- 14.1 Each vendor must complete, sign and attach to its quotation the insurance form(s) included as Appendix 4.
- 14.2 In addition, each vendor must include with its quotation a letter confirming its current WorkSafeBC registration.

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Please mail,	courier or deliver your quotation in person to:
City of Vanco Purchasing S 453 West 12 th Vancouver, E	Services Avenue
or send it by	email to: nina.wood@vancouver.ca
•	y courier or otherwise delivering in person, address to the above address to the Main Floor Rotunda Information Desk at the above address.
	nust be marked with the vendor's name and the RFQ title and number and endices or supporting documents must be attached.
ATTENTION:	Nina Wood
FROM:	(Company Name)
	(Contact Name)
SUBJECT:	REQUEST FOR QUOTATIONS NO. PS20171448 (THE "RFQ")

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

1.0 TABLE OF PRICES:

Item	Description	Estimate Quantity*	Unit of Measure	Unit Price
1.	Supply, coordination, and installation of WaterSense certified 4.35L/min (1.15gal/m) or less pre-rinse spray valves	500	Per Valve	\$
2.	Supply, coordination, and installation of 1.9 L/min (0.5 gpm) lavatory faucet aerators	1000	Per Aerator	\$
3.	Service fee to recruit and coordinate cold call FSEs	150	Per FSE	\$
4.	Optional: Mini water-efficiency audit for FSEs: Consists of a walk around the business to conduct a visual survey of once through cooling units, toilet greater than 6L/flush, and old model dishwasher (non-energy star).	450	Per FSE	\$
5.	Final Project Report as specified in Appendix 1 - Requirements	1	Lump Sum	\$
6.	Disbursements for tools and etc.	1	Lump Sum	\$
		xcluding GST	\$	
7.	Project Schedule: Is your company able Required Schedule to perform and complete from to November 2017 after is awarded?	Yes	No	

^{*} The quantity of the pre-rinse spray valves and lavatory faucet aerators stated herein is the City's best estimate of its requirements. Actual quantities may vary.

All the prices should include PST but exclude GST.

2.0 DEVIATIONS, ALTERNATIVES AND ADDITIONAL GOODS OR SERVICES

Are there goods or services with deviations, or alternative or additional goods or services suggested by the vendor? If yes, list them and their price(s), and describe them below:

DESCRIPTIONS OF GOODS AND SERVICES:

(Describe the deviations or describe the alternative goods or services or suggested additional

(Describe the deviations or describe the alternative goods or services or suggested additional goods or services. Attach documents if necessary.)

3.0 HOURLY RATE

Contractor shall provide unit price for applicable labour as follows, to be used for change orders:

TEAM MEMBER	HOURLY RATE
	\$
	\$
	\$
	\$

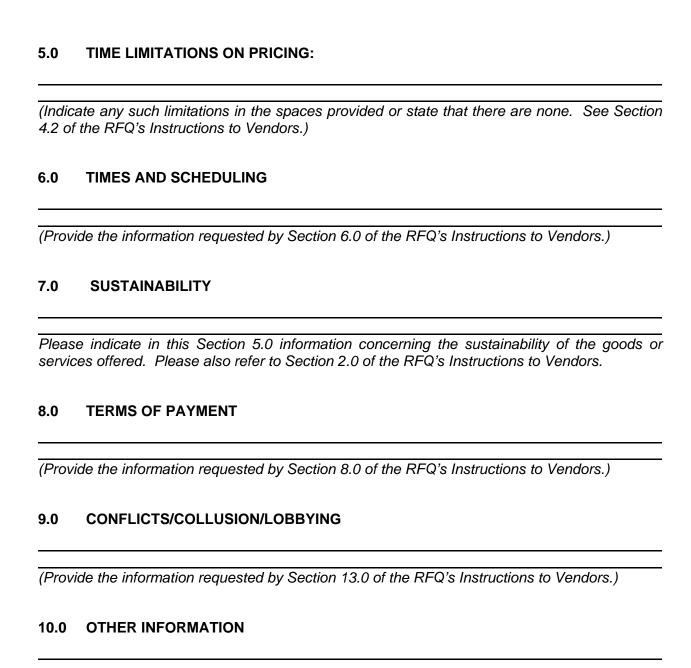
4.0 EXPERIENCES AND REFERENCES

- 4.1 Describe the Contractor's company, purpose and history of successes including number of years in business and projects etc.
- 4.2 Describe the Contractor's relevant experience with similar engagements for similar work as well as references for same by completing the table below. By submitting a Quotation, the Contractor consents to the City contacting these references, and consents to the City also contacting any other organization for the purposes of evaluating the Contractor's company and Quotation.

Name and Address of Company	Contact Name and Telephone Number	Brief description of Work and Date performed

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the vendor wishes to include as part of its offer. Among other things, note here any proposed deviations from Appendix 3. Add additional pages as necessary.)

(Please set forth in this Section 8.0 all other details requested or required by the RFQ, or which

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11.0 TERMS AND CONDITIONS

By signing this form, the vendor acknowledges that: (a) it has read, understands and agrees to the terms and conditions set out in the RFQ's Instructions to Vendors (except as noted above); (b) it has read and understands the information in Appendix 1 and Appendix 3 of the RFQ; (c) it has noted herein any deviations from the requirements of Appendix 1 of the RFQ; and (d) it has completed, executed and attached hereto the forms set out in Appendix 2 and Appendix 4 of the RFQ, as well as having attached a letter from WorkSafeBC confirming the vendor's current registration.

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

Company Name:	
Signature of Authorized Signing Officer:	Date:
Name of Authorized Signing Office	r:
Title of Authorized Signing Officer:	
Mailing Address:	
Cheque Payable/Remit to Address	:
Telephone No.:	Fax No.:
Key Contact Person:	E-mail:
GST Registration No.:	Date and Jurisdiction of Incorporation:
City of Vancouver Business License No. (or, if available, Metro West Inter-Municipal Business License No.):	WorkSafeBC Registration No.:

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PRE-RINSE SPRAY VALVE INCENTIVE PROGRAM APPENDIX 1 - REQUIREMENTS

1. BACKGROUND

The City of Vancouver is requesting a quotation for the supply, coordination and installation of prerinse spray valves and lavatory faucet aerators in participating Vancouver Food Service Establishments (FSEs).

Food Service Establishments (FSEs) include restaurants, cafes, grocery stores, catering facilities, cafeterias, institutions, schools, churches and cultural and sports clubs and etc.

2. REQUIREMENTS

The successful contractor is to supply, coordinate and install low-flow pre-rinse spray valve(s) and lavatory faucet aerators in participating FSEs during the months of September - November 2017. It is an estimate of 500 low-flow pre-rinse spray valves and 1000 lavatory faucet aerators to be installed in this project. The contractor is also responsible for recording the information from each FSE on the City's Standard Tracking Form as provided by the City.

The names of approximately 300 restaurants interested in the spray valve offer will be provided as the primary installation sites - each requiring one or more spray-valves. The contractor will also facilitate "cold visits" for up to 150 food service establishments in the vicinity of planned installations to explain the program and offer the free spray valve installation. A similar program in 2014 experienced site visits requiring approximately 15-30 minutes (pre-scheduled establishments) and 30-45 minutes (cold-call sites), however, it is the contractor's responsibility to manage and minimize the actual time spent at each restaurant.

3. SCOPE OF WORK

- a) The Contractor will ensure all installers have attended the three-hour training class provided by the City prior to commencing installations. This class will cover familiarization of kitchen equipment, pre-rinse spray installation training and customer communication.
- b) The Contractor will phone or email program participants to arrange an installation time and ensure appropriate restaurant staff will be present in order to answer questions on the City's Standard Tracking Form.
- c) The Contractor will accept additional requests from restaurants to participate in the program, provided the total number of <u>additional</u> spray-valves installed for the duration of the program does not exceed 50 and the total number of <u>additional</u> lavatory faucet aerators does not exceed 100.
- d) The Contractor will supply and install lavatory faucet aerators that are rated at 1.9 L/min (0.5 gal/m) and of a model approved by the City.
- e) The Contractor will supply and install pre-rinse spray valves that are rated at 4.35 L/m (1.15 gal/m), WaterSense certified and of a model approved by the City.
- f) The Contractor will install the pre-rinse spray-values provided in the following circumstances:
 - i. the existing pipes and hoses are well maintained and do not appear to pose a risk of failure,

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REQUEST FOR QUOTATIONS NO. PS20171448 PRE-RINSE SPRAY VALVE INCENTIVE PROGRAM APPENDIX 1 - REQUIREMENTS

- ii. the installation can be done safely and reliably,
- iii. the participants have an existing spray valve, and the existing spray-value is not already a low-flow spray-valve in good working order. NOTE: low flow spray valves CAN be replaced if they are near end of life, based on visual inspection.
- g) The Contractor will ensure City's Tracking Form is completed for each participant and entered into an Excel spreadsheet.
- h) The Contractor will establish a quality control process to ensure that City's Tracking Form is being filled out legibly and that all fields are populated.
- i) The Contractor will ensure installers are prompt and courteous.
- j) The Contractor will perform follow-up phone-calls to 5% of program participants identifying if the installers were perceived as courteous and professional and gather participant comments regarding the program. Details of the follow-up calls are to be recorded on City's Tracking Form. Follow-up calls will be made to participants of both scheduled visits and cold-visits.
- k) The Contractor will provide weekly progress updates to the City by email for the duration of the program highlighting any concerns as they arise.
- I) The Contractor will have a direct phone line available to receive participant inquiries with the capability to record messages outside of normal business hours.
- m) The Contractor will respond to participant questions and complaints, and escalate unsatisfied participants to the Designated City Representative.
- n) The Contractor will provide a 5-8 page final report once the program is complete. The report will be used for future program design, so must include a description of a typical site visits, average installation time and summaries of installer daily and weekly visits, The report should also capture participant feedback, considerations for future programs, an analysis of complaints and unsuccessful installations, and an analysis of scheduled visits versus cold-visits.
- o) The Contractor will return all completed forms to the City.
- p) The Contractor will be required to keep (and label) all removed spray valves for a period of 1 month. If it is requested by any restaurant during the 1 month holding period, the Contractor is to reinstall the old spray valve free of charges.
- q) The Contractor, after the 1-month holding period, will arrange recycling of the valves and to provide proof that they were sent to a recycler.

Optional Requirements

Mini water-efficiency audit for FSEs typically consist of a walk around the business to conduct a visual survey of once through cooling units, toilets greater than 6L/flush, and old model dishwasher (non-energy star). A summary report is required once the program is completed.

Create additional leads for relevant City of Vancouver, BC Hydro and FortisBC program offers.

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PRE-RINSE SPRAY VALVE INCENTIVE PROGRAM APPENDIX 1 - REQUIREMENTS

4.0 TIMELINE

Installation is expected to occur starting late September 2017 and ending November 30,

2017. 5.0 COMMUNICATIONS

City provides:

- a) The City will provide an Excel file containing the name, address, phone number, hours of operation, and, in most cases, the email address of food service establishments interested in participating to the successful contractor after the contract has been awarded.
- b) The City will provide one three-hour training class for installers.
- c) The City will reimburse the Contractor for the cost of tools, hose adaptors, equipment and materials necessary for the installations, maximum up to \$350 total.
- d) The City will provide sample scripts to use for initial phone calls and follow-up quality-assurance phone calls.
- e) The City will provide a brochure from the City and program partners (BC Hydro, Fortis BC, and Metro Vancouver) introducing the restaurant to the program and providing tips for additional energy savings.
- f) The City will provide a template Tracking Form (sample attached) to be filled out with information collected during site visits.
- g) The City will supply a technical memo to assist in the identification of once through cooling units.

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Participant Business Name:					Contact Name:				
					Contact Email:				
Business Address					, Vanco	ouver BC,		(pos	tal code)
Visit Type:			Pre-arra	anged		Cold call			
Facility Type:			_		☐ Fast food ☐ Coffee sho☐ Institution ☐ Other		offee shop/c		
Seati	ing Capacity	/:	Bus	siness hours:	M-F	, Sa	t	, Sun	
					OLD VALVE				NEW VAL
	Location	Condition	Spray type (edge/ shower)	Estimate of duration of use (hrs per day)	Operating temp (°C) after 30sec	Cold water temp (°C) after 30sec	Hot water temp (°C) after 30sec	Litres in 15 seconds measured	Litres in seconds
Valve 1									
Valve 2									
Valve 3									
Valve 4									
Hot v	Equip		od conditi too low / nstallatio	ns here: on too high	□ No m □ Othe	idy a low-flo atch for fitt	w device in g		 on
AERA	ATORS: Nu	mber of lavato		t aerators ins					
Instal	II Date:			Install Time	e:	_ minutes	Installer Ini	tials:	

MINI AUDIT:

Appliance	Brand name	Model number	Energy Star (y/n)
Dishwasher			
Icemaker			
Dipper well			
Combination oven			
Steamer			
Convection oven			
Deep Fryer			
Rack Oven			
Griddle			
Conveyor Oven			
Other			

Additional Notes:

REQUEST FOR QUOTATIONS NO PS20171448 PRE-RINSE SPRAY VALVE INCENTIVE PROGRAM APPENDIX 2 – DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

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

The City of Vancouver expects each supplier of goods and services to the City to comply with the supplier performance standards set out in the City's Supplier Code of Conduct (SCC) 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 authorised signatory of each proposed vendor must complete the following declaration and include this declaration with its submission:

reviewed the SCC and to tand its proposed subcont convicted of an offence under noted in the table below (in well as plans for corrective)	ractors have no der national and oclude all violatio	ot been and are other applicable	e not currently in violation in the State in	on of the SCC or SCC, other than as
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 consideration being given to				result in no further endor name).
Signature: Name and Title:				

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As an authorised signatory of

(vendor name). I declare that I have

REQUEST FOR QUOTATIONS No. PS20171448 PRE-RINSE SPRAY VALVE INCENTIVE PROGRAM APPENDIX 3 FORM OF AGREEMENT

SEE ATTACHED

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REQUEST FOR QUOTATIONS No PS20171448 PRE-RINSE SPRAY VALVE INCENTIVE PROGRAM APPENDIX 4 – INSURANCE FORMS

SEE ATTACHED

Page A4-1



SERVICES CONTRACT

CONTRACT NO: PS20171488

City of Vancouver	(the "City")	AND:	the "Contractor"
-------------------	--------------	------	------------------

having the following address:

having the following address:

453 West 12th Avenue

Tel Number:

Vancouver, British Columbia, Canada V5Y 1V4

Email:

Tel Number:

Email:

Project Manager:

City Project Manager:

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

PART A - SERVICES:

Summary Details:

Start date for the Services: , 2017 (the "Start Date")

The Contractor agrees to complete the Services by: , 2017 (the "End Date")

PART B - FEES AND EXPENSES:

Billing Date(s): See Section 20 of the Services

Contract Terms and Conditions

Fees: CAD, excluding tax (es)

Expenses: To be included in fees.

Definitions:

Maximum Amount of Fees and Expenses (the "Maximum

Amount"): Up to \$ CAD excluding tax(es)

"GST" means the tax payable and imposed pursuant to Part IX of the $\it Excise Tax Act$ (Canada), as amended or

replaced from time to time.

The fees and expenses are further described in Schedule B.

"PST" means the provincial sales tax payable and imposed pursuant to the Provincial Sales Tax Act (British Columbia),

as amended or replaced from time to time.

PART C: APPROVED SUBCONTRACTORS

Appendix 3

SCHEDULE D: INSURANCE

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

- (a) Commercial general liability insurance with a limit of not less than \$2,000,000 per occurrence, and a deductible of not more than \$5,000 protecting the Contractor and the Contractor's personnel against all claims for personal injury, including death and bodily injury, and property damage or loss, arising out of the operations of the Contractor or the actions of the Contractor or the Contractor's personnel. The policy will contain a cross-liability clause in favour of the City and will name the City and the City's officials, officers, employees and agents as additional insureds;
- (b) All-risks property insurance covering the Contractor's property of every description containing a provision in which the insurer waives all rights which it may acquire by payment of a claim to recover the paid amount from the City or its officials, officers, employees or agents; and
- (c) Automobile insurance covering all vehicles owned, leased or operated by the Contractor in connection with this Services Contract, including third party legal liability insurance in an amount not less than \$5,000,000 per occurrence, or such higher amount as the City may require from time to time.

All insurance policies required by this Services Contract will be in a form, in amounts and with insurers acceptable to the City. All polices will provide that the insurer will provide the City with sixty (60) days' prior written notice of any material change, lapse or cancellation of the policy. Notice must identify the contract title, number, policy holder, and scope of work.

The Contractor and each of its subcontractors will provide at its own cost any additional insurance which it is required by law to provide or which it considers necessary.

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

The insurance coverage will be primary insurance as respects the City. Any insurance or self-insurance maintained by or on behalf of the City or its officials, officers, employees, or agents will be excess of the Contractor's insurance and will not contribute with it.

Prior to the Start Date, the Contractor will provide the City with evidence of all required insurance in the form of a "Certificate of Insurance" (on the City's form).

The Certificate of Insurance will identify the contract title, number, policyholder and scope of work and must not contain any qualifications or disclaimers. The Contractor will provide proof of insurance, in the form of a Certificate of Insurance or certified copies of all insurance policies to the Manager, Contracts and Administration at any time immediately upon request.

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

The Contractor will ensure that the required insurance is provided only by a company duly registered and authorized to conduct insurance business in the Province of British Columbia.

Appendix 3

ART E: ADDITIONAL TERMS	
he following are integral parts of this Services Contract: • Schedule A; Scope of services	
Schedule B; Vancouver Business License #	
Schedule C; WorksafeBC #	
Schedule D; Insurance	

its

The parties hereto have duly executed this Contract as of the day of <€month>, 2017.

SIGNED AND DELIVERED on behalf of the City by its authorized signatory(ies):	SIGNED AND DELIVERED on behalf of the Contractor by authorized signatory(ies):
Per: Authorized Signatory	Per: Authorized Signatory
Date	Date

SERVICES CONTRACT TERMS AND CONDITIONS

A. CONTRACTOR'S OBLIGATIONS

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

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

- 5. Contractor Personnel. The Contractor must ensure that all persons it employs or retains to perform the Services are competent to perform them and are properly trained, instructed, and supervised, and that all such persons comply with the provisions of this Contract.
- Reporting. The Contractor must, upon the City's request, fully report to the City on all work it does or has done in connection with providing the Services.
- 7. Deliverables. As a result of or as part of providing the Services, the Contractor may receive, create, produce, acquire or collect items including, without limitation, products, goods, equipment, supplies, models, prototypes and other materials; information and data; reports, drawings, plans, designs, depictions, specifications and other documentation (collectively, "Deliverables"). Deliverables do not include items that are: not required to be produced by the Contractor or supplied to the City as part of or together with the Services unless the City pays for such items; or specified in this Contract as being excluded from the Deliverables category; or items which pre-existed the effective date of this Agreement that are owned by a third party or that are used by the Contractor as part of the services provided to any of its other customers All Deliverables will be owned solely by the City unless otherwise expressly provided herein and the City will have the complete right to use and deal with the Deliverables for its own benefit in any way it sees fit without limitation. The Contractor waives, in favour of the City, all moral rights in

- the Deliverables, transfers to the City, free of all liens and encumbrances, ownership of each Deliverable, and assigns all of its world-wide present and future rights, title and interest in and to each Deliverable, including copyright, effective as of the date of creation or acquisition of such Deliverable. The Contractor will permit the City to inspect and copy all Deliverables.
- 8. Confidentiality. The Contractor acknowledges that, in performing the Services required under this Contract, it may acquire information about matters which are confidential to the City, which information is the exclusive world-wide property of the City or its suppliers or citizens, as the case may be. The Contractor undertakes to treat as confidential all Deliverables and all information received by reason of its position as Contractor and agrees not to disclose the same to any third party either during or after the performance of the Services under this Contract, without the City's express prior written consent.
- 9. Insurance. The Contractor must provide, maintain and pay for, and cause all subcontractors to provide, maintain and pay for, the insurance coverage (if any) described in PART D (including the type and form of policy, the coverage amounts, and the amount of deductible). If no insurance coverage is specified in PART D, the Contractor must provide, maintain and pay for, and cause all subcontractors to provide, maintain and pay for, such insurance as would be obtained by a prudent consultant or contractor providing services similar to the Services. The Contractor must provide written proof of such insurance coverage upon the written request of the City.
- 10. WorkSafeBC. The Contractor agrees that it will procure and carry and pay for, full WorkSafeBC coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Contract. The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafeBC coverage against any monies owing by the City to the Contractor. The City will have the right to withhold payment under this Contract until the WorkSafeBC premiums, assessments or penalties in respect of work done or services performed in fulfilling this Contract have been paid in full. The Contractor will provide the City with the Contractor's and each subcontractor's WorkSafeBC registration number and clearance letters from WorkSafeBC confirming that the contractor and each subcontractor is in good standing with WorkSafeBC prior to the City having any obligation to pay monies under this Agreement.

Whenever the Contractor is required or permitted to perform any Services on any City sites, the Contractor is now appointed and now accepts appointment as the "prime contractor" in connection with such Services and will fulfil its obligations as Prime Contractor in accordance with the Workers Compensation Act (British Columbia), and the regulations thereunder, and the Contractor shall comply with all applicable health and safety laws.

- City Business Licence. The Contractor will maintain a valid City of Vancouver business licence in good standing throughout the duration of this Contract
- 12. Resolution of Disputes. This Contract will be governed by the laws of British Columbia and the parties now irrevocably attorn to the exclusive jurisdiction of, and agree to submit all disputes to, the courts of British Columbia for resolution. The Contractor shall continue performance of its obligations under this Contract notwithstanding the existence of a dispute.
- 13. Independent Contractor. This Contract is a contract for services and neither the Contractor nor the Contractor's personnel or permitted subcontractors, are, or deemed to be, partners, appointees, employees or agents of the City. The Contractor will not represent to anyone that the Contractor has any authority to bind the City or that the Contractor is an employee or agent of the City.
- 14. No Assignment or Subcontracting. The Contractor will not assign or subcontract (other than to persons listed in PART C (or a schedule referred to therein)), either directly or indirectly (including, without limitation, by way of any transfer of control of the shares or ownership interests in the Contractor), this Contract or any right or obligation of the Contractor under this Contract, without the prior written consent of the City, which consent may be arbitrarily withheld. No assignment or subcontract, whether consented to or not, relieves the Contractor from any obligations under this Contract. The Contractor must ensure that any assignee or subcontractor fully complies with this Contract in performing the Services and nothing in this Contract creates any contractual relationship between a subcontractor and the City.
- 15. Conflict of Interest. The Contractor must not provide any services to any person in circumstances which, in the City's reasonable opinion, could give rise to a conflict of interest between its duties to that person and its duties to the City under this Contract.

Appendix 3

Release and Indemnification

Release

The Contractor now releases the City and the City's personnel from all losses including those caused by personal injury, death, property damage or loss, and economic loss, arising out of, suffered or experienced by the Contractor or the Contractor's personnel in connection with their performance of the Services.

Acceptance "As Is"

In undertaking the Services, the Contractor acknowledges that it has inspected the City's site(s), agrees to accept the site(s) "as-is" and undertakes to take all precautions necessary to ensure the safety of all the Contractor's personnel.

Indemnity

Despite any insurance which may be placed by the City, the Contractor now agrees to indemnify and save harmless the City and its officials, officers, employees, agents, successors, assigns and authorized representatives (in each case, an "Indemnified Party") from and against all costs, losses, claims, damages, actions and causes of action ("Claims") that an Indemnified Party may sustain, incur, suffer or be put to at any time either before or after the completion of the Services or sooner cancellation of this Contract, that arise out of any act or failure to act of the Contractor or the Contractor's personnel, permitted assignees or subcontractors in connection with the performance of this Contract, including any Claims that arise out of or are in any way related to unpaid WorkSafeBC assessments or the failure to observe safety rules, regulations and practices of WorkSafeBC, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or negligent acts of an Indemnified Party.

<u>Separate from Other Remedies and Rights</u>
Nothing in this Contract (including this indemnity) will affect or prejudice the City from exercising any other rights that may be available to it at law or in equity.

Survival of Release/Indemnity

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

CHANGES TO SERVICES

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

PAYMENT

- Payment of Fees and Expenses. In consideration for the satisfactory Payment of Fees and Expenses. In consideration for the satisfactory performance of the Services, The City will pay to the Contractor the fees specified in PART B (as supplemented by any schedule referred to therein), subject to this Section C. In addition, if the parties have specified in PART B that the Contractor's expenses are reimbursable in accordance with this Contract, the City will reimburse the Contractor for all expenses that: (i) are approved by the City in writing (in accordance with the City's existing policies and procedures for expense reimbursement) prior to their being incurred by the Contractor; (ii) are necessary, in the opinion of the City, to perform the Services; and (iii) are supported by proper receipts or other documentation satisfactory to the City (acting reasonably), provided always that the City reserves the right to make arrangements through its service providers for any flights and/or accommodations required by the Contractor in connection with its performance of the Services. If a "Maximum Amount" is specified in Part B, then the City is not, and shall not be, obliged to pay to the Contractor more than such Maximum Amount on account of aggregate fees (and, if applicable, expenses). Payment terms are "net 30 days" from the date of receipt of a valid invoice.
- Invoicing. The Contractor will, by the 25th day of each month, provide to the City's Project Manager (named on the cover page of this Contract) a draft invoice with an attached detailed account of all charges to be claimed by the Contractor for the preceding month. The City's Project Manager shall review the draft, raise any concerns with the Contractor within ten working days and, after settlement of any issues (in the Project Manager's discretion), approve the draft invoice. The Contractor, if so requested, will meet with the City's Project Manager to expedite and settle the draft invoice. The Contractor will submit its final invoice, as per the approved draft invoice, to the City of

Attention: Accounts Payable, email APInvoice@vancouver.ca. Each invoice must contain:

- Contractor name, address and telephone;
- City purchase order number:
- Name of the City's Project Manager;
- Invoice number and date; and
- Tax registration number(s).
- 21. Builders Lien Act. If the Services to be performed under this Contract are subject to the holdback requirements set out in the Builders Lien Act (British Columbia) (the "Lien Act"), the City will withhold and discharge the required holdback amounts in accordance with the requirements set out in the Lien Act.
- Discharge of Liens and Withholding. The Contractor will, if applicable, make payment and take all other steps which may be necessary so that no lien claims, including lien claims made under the Lien Act, are made in connection with the provision of the Services, and that the compensation payable to the Contractor by the City is not subject to attachment for debt, garnishing process or otherwise. In the event that any lien is filed in connection with the provision of the Services at any court or land title office, the Contractor shall immediately cause such lien to be discharged. The City may withhold from any payment due to the Contractor an amount sufficient to indemnify the City against any lien claim that could arise in connection with the provision of the Services, until such time as the lien has been discharged or other arrangements to satisfy such lien have been made by the Contractor.
- Withholding for Non-Residents. If the Contractor is a non-resident of Canada, the City may withhold from any payment due to the Contractor such amounts as may be required to be withheld pursuant to the applicable provisions of the Canada Income Tax Act (the "ITA"). Any amount so withheld shall be remitted to the Receiver General for Canada or otherwise dealt with by the City strictly in accordance with the provisions of the ITA.
- Record Keeping. The Contractor must maintain, and shall cause any subcontractors to maintain, time records and books of account, invoices, receipts, and vouchers of all expenses incurred, in form and content satisfactory to the City. The City or any of its authorized representatives will, for the purposes of audit and examination, have access and be permitted, upon reasonable notice to the Contractor, to inspect such records for review, copy and audit at any time and from time to time while this Contract is in effect and for a period of three years after the expiry or termination of this Contract for any reason.
- Currency. Unless otherwise specified in this Contract, all references to money are to Canadian dollars.
- D. **GENERAL**
- 26. Time for Performance. Time is of the essence in this Contract.
- Amendments. No modification of this Contract is effective unless it is in writing and signed by all the parties.
- Entire Agreement. This Contract constitutes the entire agreement between the parties as to performance of the Services, and replaces and supersedes any other agreements, correspondence or other discussions between the parties, whether or not any of the foregoing have been reduced to writing.
- Conflict. If there is a conflict between a provision of a schedule to this Contract and the terms and conditions of this Services Contract, the provision in the relevant schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of
- Severability. If any provision of this Contract is determined to be void or unenforceable, in whole or in part, it shall not be deemed to affect or impair the enforceability or validity of any other provision of this Contract, and any such void or unenforceable provision may be severed from this Contract without affecting the remainder of the Contract.
- 31. Termination. The City may terminate this Contract:
 - Upon failure of the Contractor to comply with this Contract, immediately on giving written notice of termination to the Contractor, or
 - For any other reason, on giving at least 10 days' written notice of termination to the Contractor.

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

- This Contract shall be binding on the Contractor's Binding Effect. successors and permitted assigns and shall enure to the benefit of any successors and assigns of the City.
- Voluntary Agreement. The Contractor acknowledges and declares that it has carefully considered and understood the terms of this Contract, that it has either consulted legal counsel or waived such right, and that it is executing this Contract voluntarily

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



APPENDIX 4



CERTIFICATE OF EXISTING INSURANCE TO BE COMPLETED AND APPENDED TO THE PROPOSAL/TENDER

	full force and effect.		
	IAMED 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 TRADE NAME OF DUTING BUSINESS AS		
	BUSINESS ADDRESS		
	DESCRIPTION OF OPERATION		
	PROPERTY INSURANCE (All Risks Coverage include		
	INSURER	Insured Values (Replacement Cost) -	
	TYPE OF COVERAGE	Building and Tenants' Improvements \$	
	POLICY NUMBER	Contents and Equipment \$ Deductible Per Loss \$	
	POLICY PERIOD From to	Deductible Per Loss \$	
. COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)			
	Including the following extensions: √ Personal Injury POLIC	ČER	
	√ Personal Injury POLIC → Property Damage including Loss of Use POLIC	Y NUMBER Y PERIOD From to to of Liability (Bodily Injury and Property Damage Inclusive) -	
	√ Products and Completed Operations Limits	of Liability (Rodily Injury and Property Damage Inclusive) -	
	√ Cross Liability or Severability of Interest Per Oc	courrence \$	
	√ Employees as Additional Insureds Aggreg	gate \$	
	√ Blanket Contractual Liability All Risk	k Tenants' Legal Liability \$	
	√ Non-Owned Auto Liability Deduct Deduc	tible Per Occurrence \$	
	AUTOMOBILE LIABILITY INSURANCE for operation	of owned and/or leased vehicles	
	INSURER	Limits of Liability -	
	INSURER POLICY NUMBER to to	Combined Single Limit \$	
		NCE Limits of Liability (Bodily Injury and Property Damage Inclusive) - Per Occurrence \$	
	INSURERPOLICY NUMBER	Aggregate \$	
	POLICY NUMBER to to	Self-Insured Retention \$	
	PROFESSIONAL LIABILITY INSURANCE	Limits of Liability	
	INSURER	Per Occurrence/Claim \$	
	POLICY NUMBER	Aggregate \$	
	POLICY PERIOD From to	Deductible Per \$	
	If the policy is in a "CLAIMS MADE" form, please s	Occurrence/Claim	
	OTHER INSURANCE	pecny the applicable Netroactive Date.	
	TYPE OF INSURANCE	Limits of Liability	
	INSURER	Per Occurrence \$	
	POLICY NUMBER	Aggregate \$	
	T GEIGT NGMBER	Deductible Per Loss \$	
	POLICY NUMBER to to		
	TYPE OF INSURANCE	Limits of Liability	
	TYPE OF INSURANCEINSURER	Limits of Liability Per Occurrence \$	
	TYPE OF INSURANCE	Limits of Liability Per Occurrence \$ Aggregate \$	