



INVITATION TO TENDER ITT PS07087

Vancouver Restaurant Low-Flow Pre-Rinse Spray-Valve Program

Tenders are to be addressed to the Office of the City Clerk and delivered to the Courier Delivery Drop-Off Office, 1st Floor, Vancouver City Hall, 453 West 12th Avenue, Vancouver, British Columbia, Canada, V5Y 1V4 up to the Closing Time: 3:00:00 P.M. Vancouver Time (as defined in Note 2 below), Tuesday, June 12, 2007 and opened publicly on Wednesday June 13, 2007 at 11:00:00 A.M.

NOTES:

1. Tenders are to be in sealed envelopes or packages marked with the Bidder's Name, the ITT Title and Number.
2. The Closing Time will be conclusively deemed to be the time shown on the clock at the Courier Delivery Drop-Off Office for this purpose.
3. DO NOT SUBMIT BY FAX

All queries related to this ITT shall be submitted
in writing to the attention of:

Victoria Wakefield C.P.P. C.P.M.,
Contracting Specialist - Ethical and Sustainable Purchasing,

Fax: 604.873.7057 E-mail: purchasing@vancouver.ca

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NOTE: The definitions set out in Section 1.0 of Part B - General Conditions apply throughout this ITT, including this Part A of this ITT, except where otherwise expressly stipulated or the context otherwise requires.

1.0 Description of Requirement

- 1.1 Tenders are invited for the installation of low-flow pre-rinse spray-valves in Vancouver Restaurants as set out herein for the City of Vancouver.
- 1.2 Tenderers are required to submit a Tender for the full Requirement only. Partial responses will be put aside and given no consideration.
- 1.3 Immediately upon receipt of this ITT, please advise by facsimile or e-mail whether or not you intend to submit a Tender.

2.0 Contract Term

- 2.1 The term of Contract shall be for a four month period. The option to extend the Contract is subject to agreement between the Contractor and the City.

3.0 Pricing

- 3.1 Pricing shall be held firm for the full length of the contract.
- 3.2 Prices quoted will be exclusive of all taxes, F.O.B. destination to the sites named herein, with all freight, unloading at destination, import duties, brokerage, royalties, handling, overhead, profit and all other costs included.

4.0 Inquiries and Clarifications

- 4.1 It is the responsibility of the Tenderer to thoroughly examine these documents and satisfy itself as to the full requirements of this ITT. Inquiries are to be in written form only, faxed or e-mailed to the contact person shown on the cover page. If required, an addendum will be issued to all Tenderers.

5.0 Conduct of the Contract

- 5.1 The Manager - Materials Management shall have the conduct of the ITT and the Contract.

6.0 Inspection of Site

- 6.1 Where applicable, Tenderers shall inspect the Work Site(s) and make allowances in its Tender for such conditions as in the sole opinion of the Tenderer are warranted. The City makes no representation or warranties as to the condition of the sites. No consideration will be given for extras resulting from conditions that would have been evident during a routine site visit.

7.0 Submission of Tender

- 7.1 The response to this ITT with all accompanying schedules, appendices or addenda submitted by the Tenderer will be received up to the closing time on the date and in the place shown on the title page of this ITT (the "Closing Time"). The Tender shall be

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submitted on the forms provided in a sealed envelope or package, marked with the Tenderer's name and the ITT title and number.

- 7.2 Tenders received after the Closing Time or in locations other than the address indicated, will not be accepted and will be returned. The City may elect to extend the Closing Time.
 - 7.3 The Tenderer shall submit two (2) copies of its Tender on the form provided (Part E - Tender Form) in accordance with the instructions stated herein.
 - 7.4 The City's language used in its procurement documents and the responses thereto, shall be English.
 - 7.5 The Tenderer must enter its corporate or legal business name on the final page of the Tender Form. The Tender Form must be signed in the place provided by an officer or employee having authority to bind the Tenderer to the terms and conditions of this ITT.
 - 7.6 Amendments to a Tender may be submitted if delivered in writing prior to the Closing Time in a sealed envelope or package, marked with the Tenderer's name and the ITT title and number.
 - 7.7 Tenders may be withdrawn by written notice only, provided such notice is received at the Purchasing Services office prior to Closing Time.
 - 7.8 All costs associated with the preparation and submission of the Tender, including any costs incurred by the Tenderer after the Closing Time, will be borne solely by the Tenderer.
 - 7.9 By submitting a Tender, the Tenderer acknowledges and agrees that the liability of the City in connection with the ITT, the conduct or outcome of the ITT, all related processes, decisions and procedures, and any and all duties and obligations in connection with all of the foregoing, is limited in the aggregate to the maximum of \$1,000 (for any and all claims by the Tenderer combined with any and all claims of all other Tenderers and any and all other claimants in connection with the ITT), and that if payment is made by the City into Court (or into trust, for the benefit of all Tenderers and other such claimants, with a law firm reasonably selected for the purpose) of the said sum of \$1,000, then:
 - a) that will be sufficient to fully release and discharge the City from all further liability; and
 - b) the Tenderer will, upon the request from time to time of the City, execute and deliver a release (in such form as the requesting party may reasonably prescribe).
- 8.0 Bid and Performance Security - Intentionally Omitted.

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9.0 Conflict of Interest

- 9.1 By submitting a Tender, the Tenderer warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Tenderer, has any financial or personal relationship or affiliation with any elected official or employee of the City or their immediate families which might in any way be seen by the City to create a conflict.

10.0 Evaluation of Tenders

- 10.1 Tenders will be evaluated on the basis of the overall best value to City based on quality, service, price and any other criteria set out herein including, but not limited to:
- a) the Tenderer's ability to meet the Requirements, qualifications and competencies set out herein;
 - b) financial offer including but not limited to prices, operating and maintenance costs, warranty, and any life cycle considerations;
 - c) the Tenderer's business and technical reputation and capabilities; experience and where applicable, the experience of its personnel; financial stability; track record; and references of current and former customers;
 - d) intentionally omitted.
 - e) any other criteria set out in the ITT or otherwise reasonably considered relevant.
- 10.2 The City may elect to short list some of the Tenderers and require short listed Tenderers to provide additional information or details, including supplying samples, demonstrations, and/or additional technical literature. Samples of items, when required, must be submitted within the time specified and at no expense to the City. If not destroyed in testing, they will be returned at the Tenderer's request and expense.
- 10.3 Prior to Contract award, the Tenderer must demonstrate financial stability. Should the City so request, the Tenderer is required to provide annual financial reports or a set of financial statements prepared by an accountant and covering the last two (2) fiscal years.
- 10.4 The City may, prior to Contract award, negotiate changes to the scope of the work, the materials, the Specifications or any conditions with any one or more of the Tenderers without having any duty or obligation to advise any other Bidders or to allow them to vary its prices as a result of changes to the scope of work, the materials, the specifications, or any conditions, and the City shall have no liability to any other Tenderer as a result of such negotiations or modifications.
- 10.5 All sub-contractors of the Tenderer will be subject to the same evaluation process. It is the responsibility of the Tenderer to guarantee that all its sub-contractors will comply with all the Requirements and terms and conditions set out therein.
- 10.6 Preference may be given to Tenders offering environmentally beneficial products or services.

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11.0 Solicitation

- 11.1 If any director, officer, employee, agent or other representative of a Tenderer makes any representation or solicitation to any officer, employee, agent or elected official of the City with respect to the Tender, whether before or after the submission of the Tender, the City shall be entitled to reject or not accept the Tender.

12.0 Acceptance and Rejection of Tenders

- 12.1 Notwithstanding any other provision in the Tender documents, the City has in its sole discretion, the unfettered right to:

- a) accept any Tender;
- b) reject any Tender;
- c) reject all Tenders;
- d) accept a Tender which is not the lowest Tender;
- e) accept a Tender that deviates from the Requirements, Specifications or the conditions specified in this Tender;
- f) reject a Tender even if it is the only Tender received by the City;
- g) accept all or any part of a Tender; and
- h) split the Requirement between one or more Tenderers.

- 12.2 All Tenders shall be irrevocable and remain open for acceptance for at least ninety (90) days after the Closing Time, whether or not another Tender has been accepted.

- 12.3 Any deviations from the Requirements, Specifications or the conditions specified in this ITT, must be clearly stated in the Tender. The City will determine what constitutes an acceptable Tender deviation. If no deviations are indicated in the Tender, the City will be entitled to interpret that the Tenderer offers to perform in full compliance of the Requirements, Specifications and conditions stated herein.

- 12.4 The City may waive any non-compliance with the ITT, the Specifications, or any conditions, including the timing of delivery of anything required by this ITT and may elect to retain for consideration Tenders which are non-conforming, which do not contain the content or form required by the ITT or because they have not complied with the process for submission set out herein.

13.0 Award of Contract

- 13.1 Award of a Contract is contingent on funds being approved and the contract award being made by City Council, if applicable.

- 13.2 The City will notify the successful Tenderer(s) in writing that it has been awarded the Contract.

- 13.3 The purchase order terms and conditions will apply unless otherwise agreed in writing by the City.

- 13.4 The Tender, the ITT and such other documents including all amendments or addenda, shall form the basis for the Contract between the Contractor and the City. In the

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event of a conflict between any of the Contract Documents, the following documents will take precedence and govern over each other in the following order of priority from highest to lowest:

- a) The City's purchase order including the standard purchase order terms and conditions (which may be downloaded from www.city.vancouver.bc.ca/bid/);
- b) Any mutually agreed to amendments between the Tenderer and the City;
- c) The Tender; and
- d) The ITT and any subsequent addenda.

13.5 Where the head office of the successful Tenderer is located within the City of Vancouver and/or where the successful Tenderer is required to perform any work at a site located within the City of Vancouver, the successful Tenderer is required to have a valid City of Vancouver business license prior to Contract execution.

13.6 The City is not under any obligation to award a Contract and may elect to terminate this ITT at anytime.

14.0 Quantities

14.1 The quantities stated herein are the City's best estimates of its requirements and should not be relied on. Actual quantities may vary.

15.0 Brand Names

15.1 Unless otherwise stated, if, and wherever, the Specifications state a brand name, make, name of manufacturer, trade name, or vendor catalogue number, it is for the purpose of establishing a grade or quality of material only. It is not intended to rule out competition from equal brands or makes. If, however, a product other than that specified is offered, it is the Tenderer's responsibility to name such a product in its Tender. Evidence of equality in the form of samples may be requested.

16.0 Alternates and/or Variations to Requirements

16.1 Except where stated otherwise herein, the Requirements describe what is considered necessary to meet the performance requirements of the City and Tenderers should bid in accordance with such Requirements, or if the Tenderer cannot meet the Requirements, the Tenderer may offer an alternative which they believe to be the equivalent.

16.2 Tenderers shall clearly indicate any variances from the City's Requirements or conditions no matter how slight. The attachment of descriptive literature from which variations may be gleaned will not be considered as a sufficient statement of variations.

16.3 If in addition to bidding on goods and/or services that meet the Requirements, the Tenderer wishes to offer an alternative, the alternative Tender shall be submitted separately in the same format as the initial Tender.

16.4 The City is not obligated to accept any alternatives.

16.5 The City will determine what constitutes allowable variations.

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17.0 Environmental Responsibility

17.1 The City is committed to preserving the environment. Tenderers shall provide environmentally sensitive products or services wherever possible. Where there is a requirement that the Contractor supplies materials, and where such materials may cause adverse effects, the Tenderer shall indicate the nature of the hazard in its Tender.

17.2 The Tenderer agrees to advise the City of any known alternatives or substitutes for such materials that would mitigate the effects of any adverse conditions on the environment.

18.0 Named Sub-contractors

18.1 The Tenderer agrees that the sub-contractors shown in its Tender are the sub-contractors that it proposes to use to carry out the Service. The Tenderer agrees to engage the listed sub-contractors and no others in its stead without prior written authorization of the City.

19.0 Freedom of Information and Protection of Privacy Act

19.1 The City is subject to the Province of British Columbia Freedom of Information and Protection of Privacy Act.

20.0 Confidentiality

20.1 Information about the City obtained by Tenderers must not be disclosed unless prior written authorization is obtained from the City.

20.2 The Contractor agrees that this obligation of confidentiality will survive the termination of the Contract between the Contractor and the City.

21.0 Special Conditions

21.1 Where Special Conditions are attached herein and there is a conflict, the Special Conditions shall take precedence over the Instructions to Tenderers and General Conditions set out in this ITT.

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PART B - GENERAL CONDITIONS

1.0 Definitions

The following words and terms, unless the context otherwise, shall have the meanings set out below. Words including the singular number include the plural and vice versa.

"Act of God" means a cataclysmic phenomenon of nature, including earthquake, flood or cyclone. Rain, snow, wind, high water or any other natural phenomenon, which might reasonably have been anticipated from historical records of the general locality of the City, shall be deemed not to be acts of God;

"City" means the municipal corporation, generally known as the City of Vancouver, as described under the Vancouver Charter;

"City's Designated Representatives" means the City's employees or representatives who are authorized in writing to deal with the Contractor on behalf of the City in connection with the goods and services or to make decisions in connection with the Contract;

"Closing Time" means the closing date, time, and place as set out on the title page of this Quotation;

"Contract" means the agreement formed between the City and the Contractor as evidenced by the purchase order issued to the Contractor by the City;

"Contract Documents" means the purchase order, the Contractor's Tender, the ITT and such other documents as listed in the contract, including all amendments or addenda agreed between the parties;

"Contractor" means the successful Tenderer individual, partnership, corporation or combination thereof, including joint venturers who or which executes the resulting Contract;

"F.O.B." means all costs of freight, insurance, brokerage, customs duties and all other costs of delivery to the site named as F.O.B. will be borne by the Contractor and that ownership and title to all goods, materials, and equipment are transferred to the City when same are delivered by the Contractor to the City and the risk of loss or damage to the goods, materials and equipment transfers to the City only at such time as same are received and accepted by the City at the site named as "F.O.B.";

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

"ITT" means this invitation to Tender including, but not limited to: Part A - Instructions to Tenderers; Part B - General Conditions; Part C - Special Conditions; Part D - Requirements; Part E - Tender Form; Appendix 1 - Certificate of Insurance; any additional attachments listed in the Table of Contents; and any amendments, addenda, and/or clarifications pertaining to this ITT that may be issued prior to the Closing Date;

"OHS Regulation" means the *Workers Compensation Act* (British Columbia), including without limitation, the Occupational Health & Safety Regulation (BC Regulation 296/97, as amended by BC Regulation 185/99) enacted pursuant to such Act, all as such Act or Regulations are amended or re-enacted from time to time.

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"PST" means British Columbia provincial sales tax and any successor tax or levies therefore in force from time-to-time;

Requirements or Services" means all of the Specifications, requirements and services set out in Part D and elsewhere in the ITT that describes the general requirements that the service, goods, materials, equipment and services must meet and the Contractor must provide;

"Requirements" means all of the requirements set out in the ITT that describes the service that the goods, materials, equipment and services must meet and the Contractor must provide;

"Security Clearance" means the security clearance required of the City from time to time for personnel being allowed access to any City Work Site;

"Specifications" means that part of the ITT consisting of general requirements and technical descriptions of the goods, materials, equipment, standards and workmanship.

"Tender" means the Tenderer's offer made on the Tender form set out on Part E of this ITT with all appendices or addenda submitted by the Tenderer in response to the ITT;

"Tenderer" means the individual, partnership, corporation or combination thereof, including joint venturers, who or which sign the Tender form set out in Part E of this ITT;

"Work" means all the labour, materials, equipment, supplies, services and other items necessary for the execution, completion and fulfilment of the Requirements;

"Work Site" means the site where the Services are being performed.

2.0 Notices

2.1 Any notice required to be given in regards to the Contract(s) shall be given in writing and served personally or mailed by registered mail addressed to the City, Attention Manager - Materials Management and to the Contractor at the address set forth in its Tender.

3.0 Sub-contractors

3.1 All sub-contractors are the responsibility of the Contractor.

3.2 The Contractor shall be held as fully responsible to the City for the acts and omissions of its sub-contractors and of persons directly or indirectly employed by the Contractor, as for the acts and omissions of persons directly employed by it.

3.3 The Contractor agrees to ensure performance by every sub-contractor with the terms and requirements of the Contract Documents.

3.4 The term "sub-contractor" as used in this ITT, includes all suppliers to the Contractor.

4.0 Independent Contractor

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

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5.0 Assignment

5.1 The Contractor shall not assign, sublet or let out as task work any part of the Work, and shall not assign any interest herein or any right to payment hereunder without first having had and obtained the consent in writing of the City; which consent the City may elect to withhold. If the City should consent to any such assignment, subletting or letting out as task work of all or any part of the Work, the Contractor shall in no way be relieved from its responsibility for the fulfilment of the Work, but shall continue to be responsible for the same in the same manner as if all the Work had been performed by the Contractor.

6.0 Time of the Essence

6.1 For all requests made by the City pursuant to the Contract, time is of the essence. The acceptance of a late performance, with or without objections or reservations by the City, shall not waive the right to claim damages for such breach nor constitute a waiver of the requirement of timely performance of any obligation remaining to be performed.

7.0 Laws, Permits and Regulations

7.1 The laws of British Columbia shall govern the Contract.

7.2 All provisions of the International Sale of Goods Act are specifically excluded from application of this Contract.

7.3 In carrying out its obligations hereunder, the Contractor shall familiarize itself and comply with all applicable laws, bylaws, regulations, ordinances, codes, specifications and requirements of all regulatory authorities, and shall obtain all necessary licenses, permits and registrations as may be required by law.

8.0 Workplace Hazardous Materials Information System ("WHMIS")

8.1 The Contractor 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.

9.0 Product Standards - Intentionally omitted.

10.0 Changes in Requirements

10.1 The City, without invalidating the Contract, may make changes to the Contract by altering, adding to or deducting from the Requirements. Subject to mutual agreement, the Contractor shall proceed with the amended Requirements, and the amended Requirements shall be executed under the provisions of the Contract.

10.2 The Contractor shall not make any changes from the terms of the Contract unless it shall first have received the written consent of the City, and no claims for additional compensation shall be valid unless the change was so ordered.

11.0 Delivery - Intentionally Omitted.

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12.0 Quality of Workmanship and Materials

12.1 The Contractor shall perform the services with the degree of care, skill and diligence normally applied in the performance of services of a similar nature and in accordance with sound current professional practices and conforming to the requirements set out in the ITT.

13.0 Inspection

13.1 The City shall be the final judge of all goods, materials and/or services in respect of both quality and quantity and its decisions of all questions in dispute with regard thereto will be final. Materials, goods or equipment not accepted will be returned to the Contractor at the Contractor's expense.

14.0 Training

14.1 The City will provide new employee orientation. It is a requirement of the Contractor that all employees associated with this contract attend the employee orientation session.

15.0 Warranty

15.1 Thirty (30) days following installation the contractor is responsible for solving any reasonable complaints. The City will determine what warranty claims are deemed reasonable and direct the contractor accordingly.

15.2 The Contractor warrants that its employees have the qualifications, experience, knowledge, skills and abilities necessary for the fulfilment of the Contracts.

16.0 Protection of Person and Property

16.1 The Contractor shall use due care that no persons are injured, no property damaged or lost, and no rights are infringed in the performance of the Requirements, and the Contractor shall be solely responsible for all loss, damages, costs and expenses in respect of any injury to persons, damage of property, or infringement of the rights of others incurred in the performance of the Requirements or caused in any other manner whatsoever by the Contractor, or its employees.

16.2 The Contractor shall effectively warn and protect the public and other personnel from any danger as a result of the Requirements being done.

17.0 Rectification of Damage and Defects

17.1 The Contractor shall rectify any loss or damage for which, in the opinion of the City the Contractor is responsible, at no charge to the City and to the satisfaction of the City. Alternatively, the City may repair the loss or damage and the Contractor shall pay to the City the costs of repairing the loss or damage forthwith upon demand from the City. Where, in the opinion of the City, it is not practical or desirable to repair the loss or damage, the City may estimate the cost of the loss or damage and deduct such estimated amount from the amount owing to the Contractor hereunder.

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18.0 Clean Up

18.1 The Contractor shall at all times conduct the Requirements in an orderly and reasonably tidy manner, and shall at suitable intervals remove any accumulation of rubbish or refuse materials. At no time shall any person employed by the Contractor or by any of its sub-contractors discard any litter or garbage on or adjacent to the delivery site, except into a suitable container.

19.0 Indemnification

19.1 The Contractor shall indemnify, hold and save harmless the City from and against all claims, losses, damages, costs, actions and other proceedings made, sustained, brought or prosecuted in a manner based upon, occasioned by or attributable to any injury, including death, property damage, infringement or damage arising from any act or omission of the Contractor, its employees, officers, volunteers, servants, sub-contractors, or agents or persons from whom the Contractor has assumed responsibility in the performance or purported performance.

19.2 The Contractor shall indemnify the City from and against any and all liability or expenses by way of legal costs or otherwise in respect of any claim which may be made for a lien or charge at law or in equity or to any claim or liability under the Builders Lien Act, or to any attachment for debt, garnishee process or otherwise.

19.3 The Contractor shall pay all royalties and license fees and shall save the City harmless from loss on account of suits or claims of infringement of patents in the performance of the Requirements.

19.4 The Contractor shall assume the defence of, and indemnify and hold harmless the City and its officers, employees and agents, from and against all claims relating to materials furnished and to inventions, copyrights, trade marks, or patents and rights thereto used by the Contractor in the execution of the Contract and in subsequent use and/or operation by the City.

20.0 Termination

20.1 The City will advise the Contractor by written notice of its intent to terminate the whole or any part of the Contract in any one of the following circumstances:

- a) If the Contractor fails to make delivery of the goods and/or services within the time specified, or fails to perform any other provisions, terms or conditions of the Contract within the time specified, or within a reasonable time if no time is specified;
- b) In the event that the Contractor performs any act or does anything by which the City shall incur any liability whatsoever;
- c) Any failure of the Contractor to meet the safety requirements of the Contract;
- d) In the event that any creditor of the Contractor causes a writ of execution or similar writ or court order to be served upon the City requiring the City to pay any portion due to the Contractor under the Contracts; or

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- e) In the event that the Contractor is adjudged bankrupt or if it makes a general assignment for the benefit of creditors or if it becomes insolvent or if it should take the benefit of any Act that may be in force for bankrupt or insolvent debtors.
- 20.2 Upon termination of the Contract, the City shall have no obligation to the Contractor except for such goods and/or services as have been supplied up to the date of the termination of the Contract(s).
- 20.3 Upon termination of the Contract(s) in whole or in part, the City may procure similar goods and/or services and the Contractor shall be liable to the City for any excess costs for such similar goods and/or services. The Contractor shall not be liable for any excess costs if failure to perform arises by reason of strikes, lockouts, Acts of God or acts of the City. The City will not be liable where delivery sites are not available due to strikes, lockouts or Acts of God.
- 21.0 Insurance Requirements**
- 21.1 Without limiting any of its obligations or liabilities under the Contract, the Contractor and its sub-contractors shall obtain and continuously carry during the term of the Contract at their own expense and cost, the following insurance coverage with minimum limits of not less than those shown in the respective items set out below.
- 21.2 All insurance policies shall be in a form and in amounts satisfactory from time-to-time and with insurers acceptable to the City's Director of Risk Management and shall provide the City with sixty (60) days prior written notice of material change, lapse or cancellation. Notice must identify the Contract title, number, policyholder, and scope of work.
- 21.3 The Contractor and each of its sub-contractors shall provide at its own cost any additional insurance which it is required by law to provide or which it considers necessary.
- 21.4 Neither the providing of insurance by the Contractor in accordance with the requirements hereof, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing shall be held to relieve the Contractor from any other provisions of the Contract Documents with respect to liability of the Contractor or otherwise.
- 21.5 The insurance coverage shall be primary insurance as respects the City. Any insurance or self-insurance maintained by or on behalf of the City, its officers, officials, employees, servants or agents shall be excess of this insurance and shall not contribute with it.
- 21.6 Prior to commencement of this Contract, the Contractor shall provide the City with evidence of all required insurance to be taken out in the form of the attached Certificate of Insurance supported by a certified copy(s) of the policy(s). The Certificate of Insurance shall identify the Contract title, number, policyholder and scope of work and shall not contain any disclaimer whatsoever. At all times thereafter, during the term of this agreement, the Contractor shall covenant and agree to comply with all its insurance obligations described herein. Proof of insurance, in the form of a certificate of insurance or certified copies of all insurance policies shall be made

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available to Risk and Emergency Management at any time during the term of the Contract upon request.

- 21.7 The Contractor shall provide in its agreements with its sub-contractors clauses in the same form as those found herein. Upon request, the Contractor shall deposit with the City's Director of Risk Management detailed certificate of insurance for the policies it has obtained from its sub-contractors and a copy of the insurance clauses so provided in the said agreements.
- 21.8 The Contractor shall obtain and maintain in full force and effect during the term of the Contract, insurance not less than that set out below and provide proof of such insurance provided by a company duly registered and authorized to conduct insurance business in the Province of British Columbia.

Commercial General Liability insurance is not required

- a) The Contractor shall ensure that vehicles owned and/or operated by the Contractor in connection with the Contract maintain Third Party Legal Liability Insurance in an amount not less than two million dollars (\$2,000,000) per occurrence. The deductible per occurrence shall not exceed two thousand five hundred dollars (\$2,500).

22.0 WorkSafeBC Compliance

- 22.1 Prior to commencing any services on the City's site, the Contractor must provide evidence that it is in good standing with WorkSafeBC. The Contractor is responsible for having the site secured in accordance with WorkSafeBC safety regulations and ensure that no danger shall befall the public at any time during the performance of the Services.
- (a) *Payment of WorkSafeBC Assessments* - The Contractor agrees that it shall at its own expense procure and carry or cause to be procured and carried and paid for, full WorkSafeBC coverage for itself and all workers, employees, 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 Worker's Compensation Board coverage against any monies owing by the City to the Contractor. The City shall have the right to withhold payment under this Contract until the Worker's Compensation Board premiums, assessments or penalties in respect of work done or service performed in fulfilling this Contract had been paid in full.
- (b) *Designation of Contractor as Prime Contractor* - The City now designates the Contractor as the Prime Contractor, and the Contractor now acknowledges and agrees to its designation as the Prime Contractor, for the purposes of the WorkSafeBC OHS Regulation.
- (c) *Prime Contractor's Obligations* - Without in any way limiting the Contractor's obligations under the WorkSafeBC OHS Regulation, and by way of example only, the Contractor will:
- (i) Appoint and provide a qualified coordinator for the purpose of ensuring the coordination of health and safety activities for the Site,

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VANCOUVER RESTAURANT LOW-FLOW PRE-RINSE SPRAY-VALVE PROGRAM
PART B - GENERAL CONDITIONS

- (ii) Provide and receive and respond to all information required to be given, received or relayed by the Contractor (both as an employer and as the Prime Contractor) pursuant to the WorkSafeBC OHS Regulation, and
 - (iii) Within **five (5) Business Days** of the City delivering the Notice of Award to the Contractor, sign and deliver to the City, the "Prime Contractor Agreement" in the form attached
- (d) *General WorkSafeBC Obligations* - In addition to, and not in lieu of, the Contractor's obligations as the Prime Contractor, the Contractor will have a safety program acceptable to WorkSafeBC and will ensure that all City and WorkSafeBC safety policies, rules and regulations are observed during performance of this Contract, not only by the Contractor but by all Subcontractors, workers, material suppliers and others engaged in the performance of this Contract.
- (e) *Notice of Project* - Prior to commencement of construction, the Contractor will:
 - (i) Complete and file a "Notice of Project" with WorkSafeBC in compliance with Section 20.2 of the WorkSafeBC OHS Regulation,
 - (ii) Post the Notice of Project at the Site, and
 - (iii) Provide a copy of the Notice of Project to the City and confirm in writing that the Notice of Project has been posted at the Site.
- (f) *Initial Proof of WorkSafeBC Registration/Good Standing* - Within **five (5) Business Days** of the City delivering the Notice of Award to the Contractor, the Contractor will provide the City with the Contractor's and all Sub-Contractor's WorkSafeBC registration numbers.
- (g) *Subsequent Proof of WorkSafeBC Registration/Good Standing* - Within **five (5) Business Days** of the City delivering the Notice of Award to the Contractor, and concurrently with making any application for payment under this Contract, the Contractor will provide the City with written confirmation that the Contractor and all Sub-Contractors are registered in good standing with WorkSafeBC and that all assessments have been paid to date of the Notice of Award or date of application for payment, as applicable.
- (h) *Pre-Contract Hazard Assessment* - The Contractor may or may not have received, as part of the Contract Documents, a "Pre-Contract Hazard Assessment" prepared by or for the City pursuant to the City's statutory obligations under the WorkSafeBC_OHS Regulation (Section 119 of the *WCA*) as an "owner of a workplace". Despite the City's statutory obligations, the Prime Contractor now acknowledges and agrees that the Contractor may not rely on the "Pre-Contract Hazard Assessment" and now agrees to assume by the terms of this Contract full responsibility for carrying out the City's obligations under Section 119 of the *WCA*, including without limitation and by way of example only, conducting all due diligence inquiries of all applicable City staff and departments in order to ascertain what, if any, information is known or has been recorded by City staff about the Site that is necessary to identify and eliminate or control hazards to the health or safety of persons at the Site. The City now agrees to make all reasonable efforts to assist the Contractor in obtaining timely access to City staff and City records for this purpose. Within **five (5) Business Days** of the City delivering the Notice of Award to the

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PART B - GENERAL CONDITIONS

Contractor, the Contractor will start conducting such due diligence inquiries and must complete and deliver written confirmation of the completion of such inquiries to the City Engineer prior to the City being obligated to issue the Notice to Proceed.

- (i) *Special Indemnity Against WorkSafeBC Non-Compliance* - The Contractor will indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to:
 - (i) Unpaid WorkSafeBC assessments of the Contractor or any other employer for whom the Contractor is responsible under this Contract,
 - (ii) The acts or omissions of any person engaged directly or indirectly by the Contractor in the performance of this Contract, or for whom the Contractor is liable pursuant to the Contractor's obligations as the Prime Contractor, and which acts or omissions are or are alleged by WorkSafeBC to constitute a breach of the WorkSafeBC_OHS Regulation or other failure to observe safety rules, regulations and practices of WorkSafeBC, including any and all fines and penalties levied by WorkSafeBC, or
 - (iii) Any breach of the Contractor's obligations under this General Condition.

23.0 Character of Workers

- 23.1 On the written request of the City, the Contractor will remove any employee, Sub-Contractor or agent for any reason including but not limited to the following:
 - a) Lack of or failure to obtain any required Security Clearance;
 - b) Intoxication;
 - c) Use of foul, profane, vulgar or obscene language or gestures;
 - d) Solicitation of gratuities or tips from any person for services performed under this Agreement;
 - e) Wilful, negligent or reckless action in disregard of safety or sanitary requirements or regulations; or
 - f) Any action which may constitute a public nuisance or disorderly conduct.
- 23.2 The Contractor will immediately comply with each such request and will then provide the City with all requested documentation verifying that the employee, Sub-Contractor or agent has been removed from further involvement with this Agreement.

24.0 Failure to Perform

- 24.1 Should the Contractor neglect to execute the Requirement properly or fail to perform any provision of the Contract, the City may, without prejudice to any other right or remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment due to the Contractor.

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PART B - GENERAL CONDITIONS

24.2 If the Contractor fails to perform any provision of the Contract due to reasons of strike, lockout or other work stoppages, the City may upon ten (10) days written notice to the Contractor terminate the Contract without prejudice to any other right or remedy the City may have.

25.0 Dispute Resolution

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

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

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

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

26.0 Payments

26.1 The Contractor shall be paid net 30 days from receipt of invoices and acceptance of the goods and or services, whichever is the later, unless alternate payment terms have been agreed to between the Contractor and the City.

26.2 The Contractor shall not invoice the City more frequently than monthly for the duration of the project.

27.0 Taxes

27.1 Unless otherwise provided herein, the Contractor shall pay all sales or excise taxes in force during the term of the Contract, provided that any increase or decrease in such taxes shall increase or decrease the amount due under the Contract(s).

27.2 Invoices shall show the appropriate amounts for GST and PST.

28.0 Non-resident Withholding Tax

28.1 Regulation 105(1) of the Canadian Income Tax Act requires that payments to non-residents for any services performed in Canada are subject to a Non-resident Withholding Tax of 15%. Exemption from this withholding tax is available in some circumstances, but the Contractor must apply directly to the Canada Customs and Revenue Agency (CCRA) at least 30 days before commencing services.

29.0 No Promotion of Relationship

29.1 The Contractor 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,

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PART B - GENERAL CONDITIONS

marketing or other literature, letters, client lists, press releases, brochures or other written materials without the express prior written consent of the City (except as may be necessary for the Contractor to perform the Contractor's obligations under the terms of the Contract). The Contractor undertakes not to use "VANOC", "Vancouver 2010", the official emblem, logo or mascot of the 2010 Games or any reference or means of promotion or publicity, without the express prior written consent of the City. Furthermore, the Contractor undertakes not to disclose or promote its relationship with the City in any communication or manner whatsoever as a basis to create an association, express or implied, between the Contractor and the IOC, the Olympics or the Olympic Movement.

**INVITATION TO TENDER NO. PS07087
VANCOUVER RESTAURANT LOW-FLOW PRE-RINSE SPRAY-VALVE PROGRAM
PART C - SPECIAL CONDITIONS**

1.0 Performance Bond – Intentionally Omitted.

2.0 Additional Evaluation Criteria

2.1 In addition to the evaluation criteria set out in Part A of this RFQ, the following criteria, which are not in any order of importance, will be taken into consideration during the City's evaluation of the tender:

- (a) Training
- (b) Proof of effective data collecting procedures
- (c) References

3.0 Additional Insurance Requirements

3.1 In addition to the insurance set out in the General Conditions, the Contractor shall provide the following insurance in accordance with the terms set out in the General Conditions:

3.2 Provide to the City proof of Criminal Records check for all installers

INVITATION TO TENDER NO. PS07087
VANCOUVER RESTAURANT LOW-FLOW PRE-RINSE SPRAY-VALVE PROGRAM
PART D - REQUIREMENTS

1.0 Scope of Contract

The Contractor will coordinate and install up to a maximum of 500 low-flow pre-rinse spray valve(s) in approximately 400 participating Vancouver restaurants during the months of June, July and August 2007.

The Contractor will also be expected to track specific information from each restaurant on the form provided in Appendix 3.

The contractor will be required to make "cold call visits" for up to 100 restaurants in the vicinity of planned installations, and test restaurant owner's receptiveness to the low flow valve installation project.

A full description of the scope of work is described below. Similar programs in other jurisdictions accomplished successful installations and interviews averaging 15 restaurant visits per day per installer. The City of Vancouver deems this as reasonable however, it is the Contractors responsibility to manage the actual time spent at each site.

2.0 City Responsibilities

The City will provide an Excel file containing the name, address, phone number, hours of operation, and, in most cases, the email address of primary restaurants that will be participating in this installation program.

The City will provide one 3-hour training class for installers.

The City will provide 500 low-flow pre-rinse spray-valves for installation.

The City will reimburse the Contractor for the reasonable cost of tools, hose adaptors, equipment and materials necessary for the installations to a maximum dollar amount of five hundred dollars. Any expenses that exceed this amount will need to be reviewed and approved by the City of Vancouver prior to purchase.

The City will provide sample scripts to use for initial phone calls and follow-up quality-assurance phone calls.

The City will provide a brochure from the City and the program partners (BC Hydro, Terasen Gas and the GVRD) introducing the program and providing tips for additional energy savings.

3.0 Contractor Responsibilities

The Contractor will ensure all installers have attended the three-hour training class prior to commencing any installations.

The Contractor will phone or email program participants to arrange an installation time and ensure appropriate restaurant staff will be present during installation.

The Contractor will accept additional requests from restaurants to participate in the program provided the total number of spray-valves installed for the duration of the program does not exceed 500.

The Contractor will install the spray-values provided:

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VANCOUVER RESTAURANT LOW-FLOW PRE-RINSE SPRAY-VALVE PROGRAM
PART D - REQUIREMENTS

- (a) the existing pipes and hoses are well maintained and do not appear to pose a risk of failure
- (b) the installation can be done safely and reliably
- (c) the participants have an existing spray valve and
- (d) the existing spray-valve is not already a low-flow spray-valve.

The Contractor will ensure Appendix 3 - Tracking Form is fully completed for each restaurant participating in the program.

The Contractor will establish a quality control process to ensure that Appendix 3 - Tracking Form is being filled out legibly and that all fields are correctly populated.

The Contractor will be expected to ensure installers are prompt, courteous, presentable and professional.

The Contractor will perform follow-up phone-calls to a minimum 10% of participants ensuring an equal share of participants are selected from each installer's call lists. The intent of the follow-up calls are to ensure installers were perceived as courteous, presentable and professional as well as to gather general participant comments about the program. Details of the follow-up calls are to be recorded on Appendix 3.

The Contractor will be expected to provide a weekly progress report to the City's program manager or designate via email detailing the restaurants visited during that week and detail any comments and concerns raised. This progress report will be an important tool to expanding this program to other businesses and municipalities. The City has an expectation that clean and concise reports will be submitted.

The Contractor will have a direct phone line available to receive participant inquiries with the capability to record messages outside of normal business hours.

The Contractor will respond to participant questions and complaints, and escalate unsatisfied participants to the Designated City Representative.

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 typical site visits, average installation times and summaries of an installer's 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-call visits.

The Contractor will return all completed forms to the City.

**INVITATION TO TENDER NO. PS07087
VANCOUVER RESTAURANT LOW-FLOW PRE-RINSE SPRAY-VALVE PROGRAM
PART E - TENDER FORM**

Tenderer's Name: _____
"Tenderer"

Address: _____

Telephone: _____ Fax: _____

Key Contact Person: _____

E-mail: _____ Incorporation Date: _____

To the City of Vancouver:

The undersigned Tenderer, having carefully read and examined the ITT including the Instructions to Tenderers, General Conditions, Special Conditions, and all addenda and having full knowledge of the Requirements described herein, does offer to provide the goods and/or services in accordance with the Specifications, terms and conditions set out in the ITT (except as noted herein) and in accordance with the pricing set out in the Tender form.

Required Documents

Description	Required	Received
City of Vancouver Business License	Yes	
Automobile Insurance as set out in 21.8 (b) Insurance requirements.	Yes	
Other: Criminal Record Check	Yes	

If the above documents do not accompany the Tender at the time of opening, the Tender is put aside and given no further consideration.

To be initialled at Tender Opening:

Manager, Materials Management or designate

Witness

**INVITATION TO TENDER NO. PS07087
VANCOUVER RESTAURANT LOW-FLOW PRE-RINSE SPRAY-VALVE PROGRAM
PART E - TENDER FORM**

1.0 Compliance

1.1 By initialling each item, the Bidder acknowledges it has read and understands the Requirements, has submitted the required addenda, has identified deviations or alternatives, and provided an explanation of where it does not comply with the Requirements.

Section Title	Understand, Will Comply	Does Not Comply	Variations, Alternatives or Explanation for Non-Compliance
<u>Part A</u> Instructions to Bidders			
<u>Part B</u> General Conditions			
<u>Part C</u> Special Conditions			
<u>Part D</u> Specifications			
<u>Part E</u> Tender Form			

**INVITATION TO TENDER NO. PS07087
VANCOUVER RESTAURANT LOW-FLOW PRE-RINSE SPRAY-VALVE PROGRAM
PART E - TENDER FORM**

2.0 References

2.1 The following is a list of references for similar goods and/or services supplied by the Tenderer to other clients. The Tenderer agrees that the City may contact these references at its discretion. In addition, the City may also contact any other organization for the purposes of evaluating the Tenderer's company and Tender.

Name and Address of Company	Contact Name and Telephone Number	Brief Description of Work and Date Performed

3.0 Schedule of Quantities and Prices

3.1 Summary

Item	Qty.	Description	Unit Price	Total
1	1	Program Administration & Reporting. Price includes all overhead costs, training costs, complaint handling and project reporting.	\$ _____	\$ _____
2	1	Scheduling and Quality Assurance: Price includes cost of scheduling visits, quality assurance, and follow-up phone calls.	\$ _____	\$ _____
3	400 Restaurant Visits	Installation Costs. Price to include travel costs and restaurant visit time including spray valve installation and completion of <i>Appendix 3 - Tracking Form</i> for both pre-scheduled visits and cold-call visits.	\$ _____	\$ _____
TOTAL:				

**INVITATION TO TENDER NO. PS07087
VANCOUVER RESTAURANT LOW-FLOW PRE-RINSE SPRAY-VALVE PROGRAM
PART E - TENDER FORM**

4.0 Sub-contractors

4.1 Sub-contractors to be used in the performance of the Contract are listed below. (If no sub-contractors will be used, indicate "Not Applicable").

Company Name, Address	Contact Name	Telephone No.	Area of Responsibility

**INVITATION TO TENDER NO. PS07087
VANCOUVER RESTAURANT LOW-FLOW PRE-RINSE SPRAY-VALVE PROGRAM
PART E - TENDER FORM**

5.0 Tenderer's Declaration

The undersigned Tenderer confirms that it has read and agreed to the conditions stated in the ITT and that any deviations have been clearly noted herein.

The Tenderer agrees that if this Tender is accepted within ninety (90) calendar days from the Closing Time, the undersigned Tenderer agrees to supply the City of Vancouver with all or any part of the items upon which prices are stated, at the price set opposite each item and to deliver the same at the designated point or points within the time specified, and in accordance with the Terms and Conditions set forth in the Tender.

Authorized Signatory for the Tenderer

Date

Name and Title (*please print*)

6.0 Acceptance of Tender

ACCEPTANCE

Date of Acceptance _____

The City hereby accepts the Tender for the supply and delivery of the goods and/or services described herein or that portion of the goods and/or services set out below at the prices and on the Terms and Conditions set forth in the tender:

City of Vancouver by its authorized signatory:

Approved for Director of Legal Services _____



CERTIFICATE OF INSURANCE

Section 1 & 8 - to be completed by City staff
 Section 2, 3, 4, 5, 6 & 7 - to be completed by the Insurer or its Authorized Representative

1. THIS CERTIFICATE IS ISSUED TO: City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
 Attn _____
 Tel (604) _____ Fax (604) _____
 Email _____

And certifies that the insurance policy (policies) as listed herein has been issued to the Named Insured and is in full force and effect as of the effective date of the agreement described below.

2. NAMED INSURED

BUSINESS TRADE NAME or DBA DOING BUSINESS AS _____

BUSINESS ADDRESS _____

DESCRIPTION OF OPERATION, CONTRACT, AGREEMENT, LEASE, PERMIT OR LICENSE _____

3. **PROPERTY INSURANCE (All Risks Coverage including Earthquake and Flood)**
 Naming City of Vancouver as a Named Insured and/or Loss Payee with respect to its interests
 INSURER _____ Insured Values (Replacement Cost) -
 TYPE OF COVERAGE _____ Building and Tenants Improvement \$ _____
 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 Tenant's 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 _____ *If vehicles are insured by ICBC, complete and provide Form APV-47.*

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. **OTHER REQUIRED INSURANCE**
 TYPE OF INSURANCE _____ Limits -
 INSURER _____ Per Occurrence \$ _____
 POLICY NUMBER _____ Aggregate \$ _____
 POLICY PERIOD From _____ to _____ Deductible Per Loss \$ _____

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

8. **POLICY PROVISIONS**
 Where required by the governing contract, agreement, lease, permit or license, it is understood and agreed that:
 a) City of Vancouver, its officials, officers, employees, servants and agents have been added as Additional Insureds with respect to liability arising out of the operation of the Named Insured pursuant to the governing contract, agreement, lease, permit or license.
 b) SIXTY (60) days written notice of cancellation or reduction of coverage with respect to any of the policies listed herein, either in part or in whole, will be given by the Insurer to the Holder of this Certificate; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply.
 c) The insurance policy (policies) listed herein shall be primary. Any insurance or self-insurance maintained by City of Vancouver shall be in excess of this insurance and not contribute to it.

SIGNED BY THE NAMED INSURED (Contractor/Tenant/Lessee/Permittee/Licensee) _____ Dated _____
 SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE _____ Dated _____
 PRINT NAME OF INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER _____

1.0 Definitions

- (a) "Owners" means City of Vancouver
- (b) "Prime Contractor" means a Contractor designated by the Owner (City) to be the Prime Contractor on a project with respect to occupational health and safety **ONLY**.

2.0 Responsibilities

Proof of Qualification to act as Prime Contractor.

- (a) Contractor is to provide a copy of their WorkSafeBC "Clearance Letter", a signed copy of this Prime Contractor Agreement and all other documents requested by the City Engineer.
- (b) The Prime Contractor is to notify the City of any changes of status with the WorkSafeBC during the course of the Contract.

After the Prime Contractor has been designated and before work has commenced, the Prime Contractor shall:

- (a) Ensure the health and safety of the workers on the project.
- (b) Inform all other employers for the project that they are the Prime Contractor.
- (c) Coordinate all occupational health and safety activities for the project.
- (d) Do everything practicable to establish and maintain a system or process to ensure all employers at the workplace comply with the *Workers Compensation Act*, and the *WorkSafeBC OHS Regulation*.
- (e) Review and complete a "Pre-Job Meeting Form" if the City Engineer requests.
- (f) For construction projects, post the Notice of Project on the Work Site and to WorkSafeBC.
- (g) See *WorkSafeBC OHS Regulation 20.2* for the general requirements of a Notice of Project.
- (h) On a Work Site, where workers of 2 or more employers are working at the same time and the combined workforce is greater than 5, identify and designate a Qualified Coordinator to coordinate health and safety activities.
- (i) On a Work Site, provide the information listed in *WorkSafeBC OHS Regulation 20.3(4)*.

Prime Contractor's Qualified Coordinator (Construction Only)

- (a) Duties of the Qualified Coordinator are listed in *WorkSafeBC OHS Regulation Clause 20.3(3)* or page 13 of the City's Multiple Employer Workplace / Contractor Coordination Program (2003).

3.0 Designation

By signing this Prime Contractor Agreement, the Contractor accepts all responsibilities of a Prime Contractor as outlined in the City's Contractor Coordination Program (2003), Part III of the Workers Compensation Act, and WorkSafeBC OHS Regulation.

As a Contractor signing this Prime Contractor agreement with the City, you are agreeing that your company, management staff, supervisory staff and workers will comply with WorkSafeBC Occupational Health and Safety Regulation and Part III of the Workers Compensation Act.

Any WorkSafeBC violation by the Prime Contractor may be considered a breach of your Contract with the City resulting in possible termination or suspension of the Contract and/or any other actions deemed appropriate at the discretion of the City.

Any penalties, sanctions or additional costs levied against the City, as a result of the actions of the Prime Contractor are the sole responsibility of the Prime Contractor, as set out in the Contract.

I, the undersigned, acknowledge that I have read and understand the information above. By signing this Prime Contract Agreement, I agree as a representative of the Contractor for this Contract.

Contractor to accept all responsibilities of the Prime

Date: _____

Contract # _____

Name of Contractor _____

Qualified Coordinator's Name: _____ (Construction Only)

Name/Signature of Authorized _____

Representative/ Signatory of Prime _____

PRINT NAME and SIGN

Pre-Rinse Spray Valve Program TRACKING FORM

Participant Name: _____

Address: _____

City: Vancouver, BC Postal Code: V

Visit Type: Pre-arranged Cold Call

Estimated Facility Age: 20 years + 5 Years + less than 5 years

Facility Type: Full Service Fast Food Coffee Shop/Deli

Seating Capacity _____ Business hours: M-F _____ S _____ S _____

Number of Employees: _____ Contact Name: _____

	Old Valve					New Valve		
	Location (if >1)	Temp (C)	Adjusted Temp?	LPM	Good condition?	Spray Type (edge/shower)	Daily Use (hours)	LPM
Valve1								
Valve2								
Valve3								

accessories installed: Hoses _____ Adaptors _____

Hot Water Size: Large (50+ Gal) Average (30-40 Gal) Small On Demand

Hot Water Type: Gas Electric Other _____

Approx. Age of Water Tank: _____ Approx. Age of Cooking Equip: _____

Additional Questions to Manager:

- Would you like additional information on any of the following energy savings ideas?

- Efficient Lighting
- Efficient Cooking Equipment
- Sustainable (Green) Purchasing
- Water Conservation
- Waste reduction & recycling

- Do you currently have a recycling program? Yes No

Reasons if valve not installed:

- Equipment is old or unreliable
- Water pressure too low or too high
- Participant refused installation
- Already a low-flow device installed
- No match for fittings
- Other _____

Notes:

Install Date (mmm dd): _____ Install Time: _____

Customer Approval:

I acknowledge the above spray head(s) have been installed safely to my satisfaction. _____

Extract of 375 Addresses of Pre-Registered Restaurant

#	Address	#	Address	#	Address	#	Address	#	Address	#	Address	#	Address
1	1136 Alberni St	41	1124 Davie St	81	8017 Fraser St	121	280 Keefer St	161	1829 Robson st	201	2257 W 41st Ave	241	1941 W Broadway
2	1616 Alberni st	42	1160 Davie St	82	3185 Grandview Hwy	122	7092 Kerr St	162	1323 Robson St	202	650 W 41st Ave	242	2601 W Broadway
3	2668 Arbutus St	43	1198 Davie St	83	2892 Grandview Hwy	123	1962 Kingsway	163	1136 Robson St	203	2064 W 41st Ave	243	3005 W Broadway
4	2729 Arbutus St	44	1326 Davie St	84	609 Granville St	124	1050 Kingsway	164	1195 Robson St	204	650 W 41st Ave	244	3189 W Broadway
5	3113 Arbutus St	45	138 Davie St	85	804 Granville St	125	920 Kingsway	165	1290 Robson St	205	2028 W 41st Ave	245	3211 W Broadway
6	7468 Ashburn St	46	357 Davie St	86	901 Granville St	126	2257 Kingsway	166	1300 Robson St	206	2081 W 42nd Ave	246	3618 W Broadway
7	562 Beatty St	47	1005 Denman St	87	910 Granville St	127	3293 Kingsway	167	1400 Robson St	207	1724 W 4th Ave	247	475 W Georgia
8	765 Beatty St	48	1007 Denman St	88	1081 Granville St	128	3339 Kingsway	168	1258 Robson St	208	2059 W 4th Ave	248	1055 W Georgia
9	200 Burrard St	49	1184 Denman St	89	1087 Granville St	129	2780 Kingsway	169	196 SE Marine Dr	209	2061 W 4th Ave	249	1500 W Georgia
10	2015 Burrard St	50	740 Denman St	90	1202 Granville St	130	4468 Main St	170	350 SE Marine Dr	210	2340 W 4th Ave	250	580 W Georgia
11	555 Burrard St	51	785 Denman St	91	1255 Granville St	131	532 Main St	171	654 SE Marine Dr	211	2822 W 4th Ave	251	322 W Hastings St
12	666 Burrard St	52	821 Denman St	92	2145 Granville St	132	2420 Main St	172	809 Seymour St	212	3598 W 4th Ave	252	837 W Hastings
13	812 Bute St	53	998 Denman St	93	2993 Granville St	133	2513 Main St	173	3075 Slocan St	213	2724 W 4th Ave	253	830 W Pender St
14	827 Bute St	54	1096 Denman St	94	3014 Granville St	134	2515 Main St	174	722 Smithe St	214	1850 W 4th Ave	254	1078 W Pender St
15	3305 Cambie St	55	805 Denman St	95	3121 Granville St	135	3888 Main St	175	601 Stamps Landing	215	2278 W 4th Ave	255	608 W Pender St
16	3338 Cambie St	56	4385 Dunbar St	96	5668 Granville St	136	4172 Main St	176	770 Thurlow St	216	1864 W 57th Ave	256	889 W Pender St
17	3369 Cambie St	57	4418 Dunbar St	97	5701 Granville St	137	728 Main St	177	1221 Thurlow St	217	177 W 7th Ave	257	829 W Pender St
18	4023 Cambie St	58	3307 Dunbar St	98	5701 Granville St	138	1109 Main St	178	535 Thurlow St	218	5559 W Boulevard	258	420 W Pender St
19	1046 Clark Dr	59	4432 Dunbar St	99	7964 Granville St	139	1695 Main St	179	770 Thurlow St	219	5605 W Boulevard	259	433 W Pender St

20	1105	Commercial Dr	60	4497	Dunbar St	100	8167	Granville St	140	2301	Main St	180	803	Thurlow St	220	777	W Broadway	260	1505	W Second Ave
21	1134	Commercial Dr	61	603	Dunsmuir St	101	1091	Hamilton St	141	2844	Main St	181	850	Thurlow St	221	614	W Broadway	261	131	Water St
22	1212	Commercial Dr	62	111	Dunsmuir St	102	1168	Hamilton St	142	3068	Main St	182	4990	Victoria Dr	222	656	W Broadway	262	114	Water St
23	1305	Commercial Dr	63	909	Dunsmuir St	103	1168	Hamilton St	143	4102	Main St	183	4989	Victoria Dr	223	388	W Broadway	263	300	Water St
24	1537	Commercial Dr	64	1696	Duranleau St	104	1009	Hamilton St	144	4210	Main St	184	4875	Victoria Dr	224	1296	W Broadway	264	1500	Yew St
25	1565	Commercial Dr	65	209	E 6th Ave	105	1095	Hamilton St	145	1116	Mainland St	185	6471	Victoria Dr	225	3162	W Broadway	265	2204	York Ave
26	1622	Commercial Dr	66	143	E Broadway	106	1141	Hamilton St	146	1160	Melville St	186	6501	Victoria Dr	226	500	W Broadway			
27	1728	Commercial Dr	67	1685	E Broadway	107	891	Hornby St	147	2451	Nanaimo St	187	4890	Victoria Dr	227	777	W Broadway			
28	1938	Commercial Dr	68	236	E Broadway	108	518	Hornby St	148	724	Nelson St	188	4556	W 10th Ave	228	950	W Broadway			
29	2062	Commercial Dr	69	371	E Broadway	109	750	Hornby St	149	655	Nelson St	189	4367	W 10th Ave	229	467	W Broadway			
30	2096	Commercial Dr	70	2805	E Hastings St	110	1328	Hornby St	150	3192	Oak St	190	4397	W 10th Ave	230	575	W Broadway			
31	2260	Commercial Dr	71	3663	E Hastings St	111	1075	Howe St	151	5251	Oak St	191	1480	W 11th Ave	231	680	W Broadway			
32	2779	Commercial Dr	72	2010	E Hastings St	112	1277	Howe St	152	1540	Old Bridge St	192	1509	W 12th Ave	232	711	W Broadway			
33	2779	Commercial Dr	73	2327	E Hastings St	113	1110	Howe St	153	8804	Osler St	193	4147	W 15th Ave	233	1133	W Broadway			
34	2808	Commercial Dr	74	2805	E Hastings St	114	1335	Howe St	154	1205	Pacific Blvd	194	2603	W 16th Ave	234	1429	W Broadway			
35	920	Commercial Dr	75	2270	E Hastings St	115	1535	Johnston St	155	900	Pacific St	195	1880	W 1st Ave	235	1459	W Broadway			
36	1475	Cornwall Ave	76	158	E Pender St	116	1253	Johnston St	156	1980	Pine St	196	1876	W 1st Ave	236	1530	W Broadway			
37	1905	Cornwall Ave	77	1647	E Pender St	117	1585	Johnston St	157	1455	Quebec St	197	1889	W 1st Ave	237	1550	W Broadway			
38	2184	Cornwall Ave	78	4181	Fraser St	118	5103	Joyce St	158	1800	Renfrew St	198	951	W 23rd Ave	238	1606	W Broadway			
39	2210	Cornwall Ave	79	3469	Fraser St	119	257	Keefer St	159	469	Richards St	199	2411	W 41st Ave	239	1619	W Broadway			
40	1046	Davie St	80	3944	Fraser St	120	139	Keefer St	160	1025	Robson St	200	2436	W 41st Ave	240	1905	W Broadway			