



INVITATION TO TENDER
TENDER PS20110894
FOOD AND CONCESSION SUPPLIES



Tenders shall be enclosed in sealed envelopes, clearly marked with the Tender Number, addressed and delivered no later than 3:00 p.m. Vancouver time (see Note 2 below) on Tuesday, February 21, 2012 to:

City of Vancouver, Board of Parks & Recreation
Purchasing Services Office
2099 Beach Avenue
Vancouver, B C V6G 1Z4

It is the sole responsibility of the tenderer to place their sealed tender in the Tender Box located at the Vancouver Park Board Administration Office, 2099 Beach Avenue, Vancouver BC, V6G 1Z4, prior to the closing time shown above. Tenders will be opened publicly as soon as reasonably possible thereafter. Tenders by FAX will **NOT** be accepted.

NOTES:

1. Tenders are to be in sealed envelopes or packages marked with the Tenderer's Name and "TENDER PS20110894 FOOD AND CONCESSION SUPPLIES".
2. The Closing Time will be conclusively deemed to be the time shown on the clock used by the Board for this purpose.
3. **DO NOT SUBMIT TENDERS BY FAX**

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

Cindy Mercer
Contracting Specialist

Fax: 604.257.8526 or e-mail: cindy.mercer@vancouver.ca

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PART A - INSTRUCTIONS TO TENDERERS

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 supply and delivery of the Products to the City as set out herein.
- 1.2 Tenderers may bid on the supply of all or any portion of the items listed on the Unit Price Form attached as Appendix 2.

2.0 Contract Term

The term of Contract (the "Term") shall be for one twelve (12) month period commencing on April 1, 2012 and ending on March 31, 2013.

3.0 Pricing

- 3.1 Subject to Section 3.2 of this Part A, pricing shall be at the unit prices set out in the "Unit Price Form" for the Term. Any price changes for the Extension Term must be agreed upon by both parties in writing within sixty (60) days of the expiry of the Term.
- 3.2 If the Contractor wishes to adjust its pricing based on changes to its costs then the Contractor will deliver written notice to the City requesting a change to its pricing. The Contractor will include with its written request all information and documents as may be required by the City to consider the request to change the pricing, which information will show the change in the Contractor's costs which justify the change in pricing. The City will review the request and will respond within 30 days of the date of the request with a decision on whether or not the request is approved and the amount of the change approved. Where the request is approved in full or in part, the approved change will become effective 30 days from the date of the contractor's original price change request to the City, accompanied by all required backup documentation. If the City does not accept the new pricing the City may terminate the Contract immediately and procure the Products from an alternate supplier.
- 3.3 Prices are to be quoted in Canadian currency and exclusive of all taxes. Prices will include all of the Contractor's costs, including but not limited to, fuel costs, freight, unloading at destination, import duties, brokerage, royalties, handling, overhead and profit.
- 3.4 When completing the Unit Price Form the Tenderer should:
 - (a) insert the price of the particular Product, without tax, in the "Price" column and indicate under the "HST Exempt" column whether the particular Product is exempt from HST;
 - (b) indicate any discounts available to the City if accounts are paid within 15 days of the date of acceptance of the Product or receipt of invoices by the City, whichever is later; and

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- (c) indicate whether the description of the Product they are offering to supply differs from the description on the Unit Price Form.

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 City's Manager of Contracts & Administration shall have the conduct of the ITT and the Contract.

6.0 Inspection of Site (Intentionally Deleted)

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 Tender shall be 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 one (1) hard copy of its Tender on the form provided (Part D - Tender Form) in accordance with the instructions stated herein. Faxed Tenders are not valid and will not be accepted or considered. Each page of the Tender Form must be initialled by an authorized signatory of the Tenderer.
- 7.4 Tenders are to be submitted in 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 address shown on the first page of this ITT prior to the 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.

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7.9 By submitting a Tender, the Tenderer acknowledges and agrees that the liability of the Board and the City of Vancouver 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 Board and the City of Vancouver 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 Deleted)

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 Board or the City of Vancouver or their immediate families which might in any way be seen by the City to create a conflict of interest.

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;
- 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) the source of any materials used by the Tenderer;
- e) the Tenderer's ability to comply with the Ethical Purchasing Policy, if applicable to the items offered by the Tenderer;
- f) taste tests of the Products offered by the Tenderer;
- g) equipment quality, configuration, age and condition; and
- h) any other criteria set out in the ITT or otherwise reasonably considered relevant.

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- 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 of the Products, demonstrations, and/or additional technical literature. Samples of the Products, when required, must be submitted within the time specified and at no expense to the City.
- 10.3 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 Tenderers or to allow them to vary their prices as a result of changes to the scope of the 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.
- 10.4 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.
- 10.5 Preference may be given to Tenders offering environmentally beneficial products or services or demonstrating sustainable practices.

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 Board or the City of Vancouver 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 this ITT, the City may in its sole and unfettered discretion:
- 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 Requirements between one or more Tenderers.
- 12.2 All Tenders shall be irrevocable and remain open for acceptance by the City for at least ninety (90) days following the Closing Time, whether or not another Tender has been accepted.

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- 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 the City, if applicable.
- 13.2 The City will notify the successful Tenderer(s) in writing that it has been awarded the Contract. If the City accepts a Tender and awards the Contract to a Tenderer then the Contract will be deemed to be formed between the Contractor and the City on the terms and conditions of the Contract Documents.
- 13.3 The Contract Documents shall form the basis for the Contract between the Contractor and the City. In the 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 purchase order, if any;
 - b) amendments to any Contract Documents agreed to in writing by the Tenderer and the City;
 - c) the Tender; and
 - d) the ITT and any subsequent addenda.
- 13.4 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.
- 13.5 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 of the Products stated herein are the City's best estimates of its requirements and should not be relied on. Actual quantities may vary and are dependant on the City's requirements from time to time.

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15.0 Brand Names

- 15.1 If the Unit Price Form specifies a particular brand name then the Tenderer must provide pricing for that particular brand. If the Tenderer wishes to provide pricing for an alternative brand which the Tenderer believes to be of similar or better quality than the brand specified in the Unit Price Form then the Tenderer must comply with Section 16 of this Part A.

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 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.

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 (Intentionally Deleted)

19.0 Freedom of Information and Protection of Privacy Act

- 19.1 The City is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia).

20.0 Confidentiality

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- 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.
- 21.0 Special Conditions (Intentionally Deleted)

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PART B - GENERAL CONDITIONS**

1.0 Definitions

The following words and terms wherever used in this ITT, 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 of Vancouver, shall be deemed not to be Acts of God;

"Board" means the City of Vancouver's Board of Parks and Recreation;

"Business Day" means any day other than a Saturday, Sunday or statutory holiday in British Columbia;

"City" means the City of Vancouver and/or its Board of Parks and Recreation, a municipal corporation continued pursuant to the Vancouver Charter;

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

"Contract" means the agreement formed between the City and the Contractor upon the acceptance of the Tender by the City as evidenced by the execution of the Tender Form by the City;

"Contract Documents" means the purchase order, if any, the 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 who is awarded the Contract by the City;

"Ethical Purchasing Policy" means collectively the City of Vancouver's ethical purchasing policy and Supplier Code of Conduct both attached hereto as Appendix 3, as may be modified from time to time by the City of Vancouver;

"Extension Term" has the meaning set out in Section 2 of Part A of this ITT;

"HST" means the tax payable and imposed pursuant to Part IX of the *Excise Tax Act* (Canada) as amended, including any provincial component collected by Canada on behalf of British Columbia, and any successor legislation;

"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 - Tender Form; Appendix 1 - Certificate of Insurance, Appendix 2 - Unit Price Form, Appendix 3 - Ethical Purchasing Policy; any additional attachments listed in the Table of Contents of the ITT; and any amendments, addenda, and/or clarifications pertaining to this ITT that may be issued by the City prior to the Closing Time;

"Products" means the food and/or supplies to be supplied to the City by the Contractor pursuant to the Contract from time to time;

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"Requirements" means all obligations of the Contractor under this Contract, including the obligation to supply the Products to the City;

"Security Clearance" means the security clearance required by the Board or the City of Vancouver from time to time for personnel being allowed access to any property owned by the City of Vancouver;

"Specifications" means those portions of the ITT consisting of general requirements and technical descriptions of the Products, goods, materials, equipment, standards and workmanship;

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

"Tender Form" means the form attached as Part D of this ITT to be completed and submitted by the Tenderer;

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

"Term" means the term of the Contract as set out in Section 2 of Part A of this ITT;

"Unit Price Form" means the form attached as Appendix 2;

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

2.0 Notices

2.1 Any notice required to be given in regards to the Contract shall be given in writing and served personally or mailed by registered mail addressed to the City, attention: Purchasing Manager and to the Contractor at the address set forth in its Tender.

3.0 Sub-contractors

3.1 The Contractor will not sub-contract any portion of the Work without the prior written consent of the City, which consent may be arbitrarily withheld.

3.2 All sub-contractors will be the responsibility of the Contractor.

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

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

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

4.0 Independent Contractor

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- 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 Time will be of the essence of the Contract. 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 Deleted)

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 has been approved by the City in writing.

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11.0 Delivery

11.1 The Contractor will deliver the Products to the locations noted on the Unit Price Form under "Points of Delivery". The Contractor acknowledges and agrees that the City may change the delivery locations in its sole discretion from time to time. If the City changes a delivery location it will notify the Contractor in writing. The Contractor will deliver the Products to the City's concession warehouse located at 625 Pipeline Road, Vancouver (located in the Stanley Park Service Yard) and to individual concession locations at the times required by the City which the Contractor acknowledges may include weekends, holidays and evenings. Generally the Contractor will be required to deliver to the concession warehouse between the hours of 8:00 a.m. and 3:30 p.m. on Business Days and to individual concession locations between the hours of 10:00 a.m. and 3:00 p.m. on Business Days.

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.

12.2 The Products shall be from suppliers or manufacturers of established reputation engaged in the supply or manufacture of such materials or equipment.

13.0 Inspection

13.1 The Products are subject to inspection and approval upon delivery. The City has the right to refuse acceptance of Products that are not in accordance with the Specifications, the Requirements or the industry standards for such Products or are not consistent with the samples of the Products provided to and approved by the City prior to the award of the Contract. If the City refuses to accept the Products pursuant to this Section, then, without limiting the City's termination rights in Section 19 of this Part B, the City will be entitled in its sole discretion to immediately procure the Products from another supplier.

13.2 Acceptance or rejection of the Products shall be made as promptly as practical, but failure to inspect and accept or reject the goods, materials and/or services shall not relieve the Contractor from responsibility for such goods, materials and/or services that are not in accordance with the Contract.

13.3 The City shall be the final judge regarding the quality of the Products and its decisions of all questions in dispute with regard thereto will be final. Products not accepted will be returned to the Contractor at the Contractor's expense.

13.4 The City will not be deemed to have accepted the Products by virtue of partial or full payment for them.

14.0 Warranty

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- 14.1 The Contractor warrants that the Products supplied by the Contractor to the City will be in full conformity with the Specifications, the Requirements and the industry standards for such Products throughout the Term.
- 14.2 The Contractor further warrants that the Products are of merchantable quality, and fit for the intended use and will perform according to the requirements set out in the ITT.
- 14.3 The Contractor warrants that its employees have the qualifications, experience, knowledge, skills and abilities necessary for the fulfilment of the Contracts.

15.0 Protection of Person and Property

- 15.1 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.

16.0 Rectification of Damage and Defects

- 16.1 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.

17.0 Clean Up (Intentionally Deleted)

18.0 Indemnification

- 18.1 The Contractor will indemnify, hold and save harmless the City from and against any and all claims, losses, damages, costs, actions and other proceedings made, sustained, brought, prosecuted or resulting in any manner from, occasioned by or attributable to:
 - (a) any injury, including death and property loss or damage arising from the Contractor's performance of the Work;
 - (b) any defect in the Products;
 - (c) any act or omission including negligence or wilful misconduct of the Contractor or its employees, officers, volunteers, sub-contractors, or any other person for whom the Contractor is responsible at law; or
 - (d) the breach of any provision of this Contract by the Contractor.
- 18.2 This indemnity will survive the expiry or earlier termination of the Contract.

19.0 Termination

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- 19.1 The City may terminate the Contract immediately in any one of the following circumstances:
- a) the Contractor fails to make delivery of the Products 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) the Contractor does not remedy any breach of or non-compliance with the terms of the Contract within five (5) Business Days of written notice from the City specifying the breach or the non-compliance;
 - c) the City does not accept a pricing change requested by the Contractor pursuant to Section 3.2 of Part A;
 - d) the Contractor fails to comply with the provisions of the Ethical Purchasing Policy, if applicable to the Contractor;
 - e) the Contractor performs any act or does anything by which the City shall incur any liability whatsoever;
 - f) any failure of the Contractor to meet the safety requirements of the Contract;
 - g) 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 Contract; or
 - h) the Contractor is adjudged bankrupt or 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.
- 19.2 Upon termination of the Contract in accordance with Section 19.1, the City may purchase the Products from other suppliers in its sole discretion and the City shall have no further obligation to the Contractor except to pay for the Products which have been supplied by the Contractor up to the date of termination of the Contract. Except for termination pursuant to Section 19.1(c), the Contractor shall be liable to the City for any excess costs which the City may incur in procuring the Products from alternate suppliers. 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.
- 19.3 Under no circumstances will the City be liable to the Contractor if delivery sites are not available due to strikes, lockouts or Acts of God.

20.0 Insurance Requirements

- 20.1 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.
- 20.2 All insurance policies shall be in a form and in amounts satisfactory from time-to-time and with insurers acceptable to the Director of Risk and Emergency Management for

INVITATION TO TENDER NO. PS20110894 FOOD AND CONCESSION SUPPLIES
PART B - GENERAL CONDITIONS

the City of Vancouver 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.

- 20.3 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.
- 20.4 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.
- 20.5 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.
- 20.6 Prior to commencement of this Contract, the Contractor shall provide the City (Attention: Purchasing Services Office) 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. The Contractor will deliver evidence of renewals, extensions or replacements of said insurance policies to the City (Attention: Purchasing Services Office) within fifteen (15) days of their renewal, extension or replacement as the case may be.
- 20.7 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 of Vancouver's Director of Risk and Emergency Management detailed certificates of insurance for the policies it has obtained from its sub-contractors and a copy of the insurance clauses so provided in the said agreements.
- 20.8 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.
- a) Commercial General Liability insurance in sufficient amounts and description to protect the Contractor, its sub-contractors, the Board and the City of Vancouver and their respective officers, officials, employees, servants and agents against claims for damages, personal injury including death, bodily injury and property damage which may arise under this Contract.

If the Contractor is supplying meat and/or dairy products to the City then the limit of commercial general liability insurance shall be not less than \$5,000,000 per occurrence inclusive for personal injury, death, bodily injury or property damage and in the aggregate with respect to products and completed

INVITATION TO TENDER NO. PS20110894 FOOD AND CONCESSION SUPPLIES
PART B - GENERAL CONDITIONS

operations. If the Contractor is not supplying meat and/or dairy products then the limit of commercial general liability insurance shall be not less than \$2,000,000 per occurrence inclusive for personal injury, death, bodily injury or property damage and in the aggregate with respect to products and completed operations.

The commercial general liability policy shall:

- i. be on an occurrence form;
 - ii. add the Board and the City of Vancouver and their respective officials, officers, employees and agents as additional insureds;
 - iii. contain a cross-liability or severability of interest clause; and
 - iv. extend to cover non-owned automobile, contingent employer's liability, blanket contractual liability, contractor's protective liability, broad form property damage, broad form completed operations and operations of attached machinery.
- b) Automobile liability insurance covering all vehicles owned, leased or operated by the Contractor in connection with the Contract including third party legal liability insurance in an amount not less than five million dollars (\$5,000,000) per occurrence.

21.0 Workers' Compensation Board Compliance

21.1 Prior to commencing the Work, the Contractor must provide evidence that it is in good standing with the Workers' Compensation Board of British Columbia (the "WCB").

21.2 *Payment of WCB 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 WCB coverage for itself and all workers, employees, servants and others engaged in or upon the Work. The Contractor agrees that the City has the unfettered right to set off the amount of any unpaid premiums and assessments for such WCB 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 WCB premiums, assessments or penalties in respect of the Work have been paid in full.

(a) *Initial Proof of WCB Registration/Good Standing* - Within five (5) Business Days of the commencement of the Term the Contractor will provide the City with the Contractor's and all sub-Contractor's WCB registration numbers and with written confirmation from the WCB that the Contractor and all sub-contractors are registered and in good standing with the WCB and that all premiums, assessments and penalties have been paid to date.

(b) *Subsequent Proof of WCB Registration/Good Standing* - Within five (5) Business Days of a request by the City the Contractor will provide the City with written confirmation from the WCB that the Contractor and all sub-contractors are registered and in good standing with the WCB and that all premiums, assessments and penalties have been paid to date.

(c) *Special Indemnity Against WCB Non-Compliance* - The Contractor will indemnify and hold harmless the City from and against all manner of claims, demands,

**INVITATION TO TENDER NO. PS20110894 FOOD AND CONCESSION SUPPLIES
PART B - GENERAL CONDITIONS**

costs, losses, penalties and proceedings arising out of or in any way related to:

- (i) Unpaid WCB 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 the Work, or for whom the Contractor is responsible at law and which acts or omissions are or are alleged by the WCB to constitute a breach of the *Workers Compensation Act* or the regulations thereunder or any other failure to observe the safety rules, regulations and practices of WCB, including any and all fines and penalties levied by the WCB, or
- (iii) Any breach of this Section 21.

21.3 The indemnity in Section 21.2(c) will survive the expiry or earlier termination of this Contract.

21.4 The Contractor agrees that for the purposes of this Contract and the *Workers Compensation Act*, while on any property owned by the City of Vancouver, the Contractor will be designated as the "prime contractor" in respect of its employees and its sub-contractors in the performance of the Work.

22.0 Character of Workers (Intentionally Deleted)

23.0 Failure to Perform (Intentionally Deleted)

24.0 Dispute Resolution

24.1 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, by the courts pursuant to Section 24.3.

24.2 If the parties agree to arbitration pursuant to the above, the arbitration will take place in Vancouver, British Columbia and will be governed by the laws of British Columbia including the *Commercial Arbitration Act*, the arbitrator or arbitrators shall be agreed upon by the parties, and failing agreement by the parties, shall be appointed by a court of competent jurisdiction within the Province of British Columbia. The parties will share equally the costs of the arbitration but will be responsible for their own separate costs and expenses in relation to the arbitration including legal fees and disbursements.

24.3 The laws of British Columbia will govern this Agreement and the courts of British Columbia will have exclusive jurisdiction to determine all disputes arising under this Agreement unless and until the parties agree in writing to mediate or arbitrate any specific dispute.

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

25.0 Payments

**INVITATION TO TENDER NO. PS20110894 FOOD AND CONCESSION SUPPLIES
PART B - GENERAL CONDITIONS**

- 25.1 The City's standard payment terms are Net Thirty (30) days after receipt of approved invoice; however any discounts or more favourable terms which may be offered by the Contractor will be taken into consideration in the financial evaluation. Please indicate in your response if other than Net 30.
- 25.2 Invoices shall be sent to:
- a) City of Vancouver, PO Box 7757, Vancouver, BC Canada V6B 0L5
 - b) Or emailed to: apcentral@vancouver.ca
- 26.0 Taxes**
- 26.1 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).
- 26.2 Invoices must separately show the appropriate amount for HST .
- 27.0 Non-Resident Withholding Tax (Intentionally Deleted)**
- 28.0 Inspection of Contractor's Premises**
- 29.1 The City may, upon 24 hours notice in writing to the Contractor, inspect any premises in which the Work under this Contract is performed by the Contractor, to confirm the Contractor's compliance with the terms and conditions of the Contract.
- 30.0 Set-Off**
- 30.1 The City may at its option, withhold and set-off against any amount owing to the Contractor any amounts payable by the Contractor to the City (whether under this Contract or otherwise) and the amount of any damages suffered or claims made or to be made by the City as a result of any other claim it may have against the Contractor, whether such claim is at law or in equity or tort or on any other basis.

**INVITATION TO TENDER NO. PS20110894 FOOD AND CONCESSION SUPPLIES
PART C - SPECIAL CONDITIONS**

1.0 Supply of Products

The Contractor will, throughout the term, supply and deliver the Products at and for the prices set out in the Unit Price Form and in the quantities and to the locations requested by the City from time to time.

2.0 Quantities

The Contractor will supply the Products to the City in the quantities requested by the City from time to time, however, the City will be under no obligation to purchase any particular quantity of the Products from the Contractor. Without limiting the City's termination rights under Section 19 of Part B, if at any time during the Term the Contractor is not able to supply the quantities of the Products required by the City then the City will be entitled in its sole discretion to procure the required quantities of the Products from other suppliers.

3.0 Contractor's Vehicles

The Contractor's vehicles must be equipped with a warning alarm which is automatically activated when the vehicles are operated in reverse.

4.0 Ethical Purchasing

The Contractor acknowledges that the City is required to ensure that its suppliers comply with the Ethical Purchasing Policy when supplying certain products to the City of Vancouver or the Board. If the Contractor is supplying products to the City which are governed by the Ethical Purchasing Policy then the Contractor will comply, and will cause all of its suppliers and sub-contractors to comply, with the provisions of the Ethical Purchasing Policy throughout the Term.

**INVITATION TO TENDER NO. PS20110894 FOOD AND CONCESSION SUPPLIES
PART D - TENDER FORM**

Tenderer's Full Legal Name:

"Tenderer"

Address:

Telephone:

Fax:

Key Contact Person:

E-mail: _____

Incorporation Date:

City of Vancouver Business Licence No.:

To the City:

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 Products 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 Unit Price Form.

To be initialled by the Contracting Specialist or Authorized Representative at the Tender opening:

Contracting Specialist or Authorized Representative

Witness

**INVITATION TO TENDER NO. PS20110894 FOOD AND CONCESSION SUPPLIES
PART D - TENDER FORM**

Initial

1.0 Compliance

1.1 By initialling each item, the Tenderer acknowledges that it has read and understands the requirements of this ITT, has submitted the required documents, has identified deviations or alternatives, and provided an explanation of where it is not able to 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 Tenderers			
<u>Part B</u> General Conditions			
<u>Part C</u> Special Conditions			
<u>Part D</u> 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 party 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

**INVITATION TO TENDER NO. PS20110894 FOOD AND CONCESSION SUPPLIES
PART D - TENDER FORM**

Initial

3.0 Unit Price Form

3.1 The Tenderer has completed the Unit Price Form and attached it to this Tender Form and agrees that the prices given by the Tenderer will be the prices under the Contract if the Tender is accepted by the City.

4.0 Ethical Purchasing

4.1 The Tenderer acknowledges that the Ethical Purchasing Policy will apply to the Contract. By submitting a Tender, the Tenderer confirms that it will comply with the Ethical Purchasing Policy. If the Tenderer cannot comply with any provision of the Ethical Purchasing Policy then the Tenderer must provide and attach details of such non-compliance with this 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) days of the Closing Time, the undersigned Tenderer will supply the City with all or any of the Products for which the Tenderer has provided pricing, at the price set opposite each item and in the quantities requested by the City and will deliver same at the designated point or points within the time specified, and in accordance with the terms and conditions set forth in the Contract Documents.

Full legal name of Tenderer:

Per: _____
Authorized Signatory

Date: _____

6.0 Acceptance of Tender by City

Date of Acceptance _____

The City hereby accepts the Tender for the supply of the Products described herein at the prices and on the terms and conditions set forth in the Tender:

**City of Vancouver as represented by its
Board of Parks and Recreation:**

INVITATION TO TENDER NO. PS20110894 FOOD AND CONCESSION SUPPLIES
PART D - TENDER FORM

Per: _____
Authorized Signatory

**INVITATION TO TENDER NO. PS20110894 FOOD AND CONCESSION SUPPLIES
APPENDIX 1 - CERTIFICATES OF INSURANCE**

Appendix A



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



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

1. **THIS CERTIFICATE IS ISSUED TO:** City of Vancouver as represented by its Board of Parks & Recreation
2099 Beach Avenue, Vancouver, B.C. V6G 1Z4
and certifies that the insurance policy (policies) as listed herein has/have been issued to the Named Insured and is/are in full force and effect.

2. **NAMED INSURED** *(must be the same name as the proponent/bidder and is either an individual or a legally incorporated company)*

BUSINESS TRADE NAME or DOING BUSINESS AS

BUSINESS ADDRESS

DESCRIPTION OF OPERATION

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

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

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

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

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

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

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

INSURER	Per Occurrence	\$
POLICY NUMBER	Aggregate	\$
POLICY PERIOD From	Self-Insured Retention	\$
to		

7. **PROFESSIONAL LIABILITY INSURANCE** **Limits of Liability**

INSURER	Per Occurrence/Claim	\$
POLICY NUMBER	Aggregate	\$
POLICY PERIOD From	Deductible Per	\$
to	Occurrence/Claim	

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

INVITATION TO TENDER NO. PS20110894 FOOD AND CONCESSION SUPPLIES
APPENDIX 1 - CERTIFICATES OF INSURANCE

8. OTHER INSURANCE

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

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

Dated

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

**INVITATION TO TENDER NO. PS20110894 FOOD AND CONCESSION SUPPLIES
APPENDIX 1 - CERTIFICATES OF INSURANCE**

TO BE COMPLETED UPON AWARD OF CONTRACT



CITY OF VANCOUVER

CERTIFICATE OF INSURANCE

THIS CERTIFICATE IS ISSUED TO: CITY OF VANCOUVER

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

NAMED INSURED:

MAILING ADDRESS:

LOCATION ADDRESS:

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

1. PROPERTY INSURANCE naming City of Vancouver as a Named Insured and/or Loss Payee with respect to its interests

(All Risks Coverage including Earthquake and Flood)

INSURED VALUES: (Replacement Cost)

INSURER:

Building and Tenants Improvement: \$

TYPE OF COVERAGE:

Contents and Equipment: \$

POLICY NUMBER:

Deductible Per Loss: \$

POLICY PERIOD: From _____ to _____

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)

Including the following extensions:

LIMITS OF LIABILITY: (Bodily Injury and Property

Damage Inclusive)

* **Personal Injury**

Per Occurrence: \$

* **Products and Completed Operations**

* **Cross Liability or Severability of Interest**

Aggregate: \$

* **Employees as Additional Insureds**

* **Blanket Contractual Liability**

All Risk Tenant's Legal Liability: \$

* **Non-Owned Auto Liability**

INSURER:

POLICY NUMBER:

Deductible Per Occurrence: \$

POLICY PERIOD: From _____ to _____

3. 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.

4. 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: \$

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) *THIRTY (30) 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(s) to the Holder of this Certificate; the exception is*

INVITATION TO TENDER NO. PS20110894 FOOD AND CONCESSION SUPPLIES
APPENDIX 1 - CERTIFICATES OF INSURANCE

-
- cancellation for non-payment of premiums in which case the applicable statutory conditions will apply;*
- c) *For City of Vancouver, all the forgoing insurance shall be primary and insurance or self-insurance maintained by City of Vancouver shall be in excess of this insurance and not contribute to it.*
-

INVITATION TO TENDER NO. PS20110894 FOOD AND CONCESSION SUPPLIES
APPENDIX 2 - UNIT PRICE FORM

SEE APPENDIX 2 ATTACHED - UNIT PRICE FORMS - 14 PAGES

INVITATION TO TENDER NO. PS20110894 FOOD AND CONCESSION SUPPLIES
APPENDIX 3 - ETHICAL PURCHASING POLICY

SEE SEPARATE ATTACHMENT - APPENDIX 3 - FOR ETHICAL PURCHASING POLICY AND SUPPLIER CODE OF CONDUCT
