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REQUEST FOR QUOTATIONS NO. PS20140581 (“RFQ”)

SUPPLY AND DELIVERY OF FLOWER BULBS

Quotations are to be addressed to the Purchasing Services Office, City of Vancouver, 453 West 12<sup>th</sup> Avenue, Vancouver, British Columbia, Canada, V5Y 1V4, and should be received prior to 3:00 p.m., Vancouver Time (as defined in Note 3 below), on Thursday, July 17, 2014 (the “Closing Time”).

QUOTATIONS WILL NOT BE PUBLICLY OPENED.

NOTES:

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

Philip Lai, P.Log, SCMP

Buyer II

Email: [philip.lai@vancouver.ca](mailto:philip.lai@vancouver.ca)

(the “Contact Person”)

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INSTRUCTIONS TO VENDORS

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**1.0 INTRODUCTION AND SUBMISSION INSTRUCTIONS**

- 1.1 The City of Vancouver (the "City") is seeking quotations to determine if it will issue one or more multi-year contract(s) for the supply and delivery of flower bulbs for the Vancouver Board of Parks and Recreation. The contract will be for a ONE (1)-year term with the option for FOUR (4) additional ONE (1)-year extensions. The maximum possible length of the contract will be for FIVE (5) years.
- 1.2 Vendors should carefully review Appendix 1 - Requirements for a detailed description of the City's requirements.
- 1.3 **THIS IS NOT AN INVITATION TO TENDER. VENDORS ARE NOT REQUIRED TO SUBMIT IRREVOCABLE OFFERS.**
- 1.4 Vendors should carefully review the City's standard purchase order terms and conditions attached as Appendix 3 or available online at <http://vancouver.ca/doing-business/terms-and-conditions-for-vendors.aspx>. The City hereby reserves the right to amend its standard purchase order terms and conditions at any time without providing notice to vendors. If the City issues a purchase order pursuant to this RFQ, it is the sole responsibility of the vendor to review and familiarize itself with the terms and conditions of the purchase order before supplying any goods and services.
- 1.5 Vendors should submit quotations on the form provided. Failure to do so may result in the quotation being put aside and given no further consideration. Failure to complete all fields in the quotation form and schedule of prices may result in the vendor's quotation being put aside and given no further consideration.
- 1.6 If a vendor believes that the City may be unable to select it due to a conflict of interest, but is uncertain about this, the vendor is urged to contact the individual named on the cover page above as soon as possible with the relevant information so that the City may advise the vendor regarding the matter.

**2.0 SUSTAINABILITY**

- 2.1 The City's Procurement Policy, Ethical Purchasing Policy and related Supplier Code of Conduct found at <http://vancouver.ca/doing-business/selling-to-and-buying-from-the-city.aspx> align the City's approach to procurement with its corporate social, environmental and economic sustainability values and goals. They evidence the City's commitment to maximize benefits to the environment through product and service selection, and to ensure safe and healthy workplaces, where human and civil rights are respected. Each vendor is expected to complete the form attached as Appendix 2 and adhere to the supplier performance standards set forth in the Supplier Code of Conduct. The Ethical Purchasing Policy shall be referred to in the evaluation of quotations, to the extent applicable.
- 2.2 Vendors are to provide environmentally sensitive products or services wherever possible. Where there is a requirement that a vendor supply materials, and where such materials may cause adverse environmental effects, the vendor should indicate the nature of the hazard(s) in its quotations. Furthermore, each vendor is asked to advise the City of any known alternatives or substitutes for such materials that would mitigate such adverse effects.

**3.0 INQUIRIES**

- 3.1 It is the responsibility of each vendor to satisfy itself as to the requirements set out in this RFQ. Inquiries are to be addressed only to the contact person named on the cover page of this RFQ no later than five (5) business days prior to Closing Time. If required, an addendum will be issued to all vendors.

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**4.0 PRICING**

- 4.1 Prices quoted are to be exclusive of GST and PST, where applicable, except where expressly requested.
- 4.2 Each vendor should indicate any time limitation on its pricing. The City expects that, if it issues a purchase order, it will do so between approximately **July 21, 2014** and **July 31, 2014**; therefore, vendors should indicate if pricing will not remain current during that period. The purchase order for the subsequent year's (2015, 2016, etc.) requirements may be issued in late spring/early summer of each year once the varieties and quantities are determined.
- 4.3 Prices are to be to quoted DDP (Incoterms 2000) and include all taxes (excluding GST and PST, where applicable, except where expressly requested), fees, charges, overhead, profit and other expenses or costs of any kind whatsoever necessary for or incidental to the supply and delivery of the specified item.
- 4.4 Prices are to be quoted in Canadian currency.

**5.0 DELIVERY ADDRESS**

- 5.1 Any successful vendor shall be asked to deliver goods to the following address: **Vancouver Board of Parks and Recreation, Stanley Park Service Yard, 601 Pipeline Road, Vancouver, BC, V6G 1Z4**, unless otherwise specified in a purchase order.

**6.0 DELIVERY TIME**

- 6.1 Vendors are asked to state in their quotations the time(s) required from the placement of a purchase order to delivery. The City requires that the flower bulbs be delivered to the delivery address stated in Section 4, above, within six (6) weeks (or a mutually agreed upon date by both parties) of the placement of an order resulting from this RFQ. Deliveries must be made between 8:00 am and 2:00 pm Monday to Friday, excluding statutory holidays, unless other arrangements have been agreed to in writing.

**7.0 QUANTITIES**

- 7.1 Each quantity stated herein is the City's best estimate of its requirements for 2014. Actual quantities may vary. Actual varieties and quantities for the subsequent years to be determined upon extension of the contract.

**8.0 TERMS OF PAYMENT**

- 8.1 The City's standard payment terms are "net thirty (30) days" after receipt and approval of an invoice; however, any discounts or more favourable (or less favourable) terms which may be offered by a vendor will be taken into consideration in evaluating quotations. Each vendor should indicate in its quotation if it offers or requires particular payment terms.
- 8.2 Vendors should indicate whether they can accept payment by EFT (electronic funds transfer) and/or by credit card.

**9.0 PLACEMENT OF A PURCHASE ORDER**

- 9.1 The City may elect not to buy any goods as a result of this RFQ. The City may also elect to place an order resulting from this RFQ with more than one vendor. The City is not obligated to enter into an exclusive arrangement with any vendor or to purchase any quantity of goods.
- 9.2 Where the head office of a successful vendor is located within the City of Vancouver and/or where a successful vendor is required to perform services at a site located within the City of Vancouver, the successful vendor is required to have a valid City of Vancouver business license.

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**10.0 ALTERNATIVE GOODS / DEVIATIONS**

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

**11.0 EVALUATION CRITERIA**

11.1 Quotations will be evaluated to determine which are likely to offer the overall best value to the City based on:

- (a) a vendor's ability to meet the specifications stated in the RFQ, including any required delivery date(s);
- (b) costs, including, as applicable: quoted prices, installation costs and maintenance costs;
- (c) good and service features;
- (d) a vendor's past performance (if any);
- (e) sustainability considerations;
- (f) the availability of parts and service, warranties, and compatibility with existing goods (as appropriate); and
- (g) other criteria described herein (if any).

11.2 The City may elect to not accept the lowest or any quotation, and may terminate or amend this RFQ at anytime.

11.3 The City may discuss or negotiate changes to the scope of the RFQ or to the scope of supply to be offered by a vendor or the pricing therefor, with any one or more of the vendors responding to the RFQ without having any duty or obligation to advise other vendors or to allow other vendors to vary their quotations as a result of such discussions or negotiations.

**12.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY**

12.1 The City is subject to the Province of British Columbia's *Freedom of Information and Protection of Privacy Act*.

**13.0 CONFLICTS/COLLUSION/LOBBYING**

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

- (a) an elected official or employee of the City; or
- (b) related to or has any business or family relationship with an elected official or employee of the City,

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

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- 13.2 Each vendor must disclose whether any person having an interest (as defined above) is a former official, former employee or former contractor of the City who has non-public information relevant to the RFQ obtained during his or her employment or engagement by the City. The City will evaluate each matter disclosed to determine whether and to what extent the vendor can be given consideration in the RFQ in light of the particular matter.
- 13.3 Each vendor must disclose whether the vendor or any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that entering into an agreement with the City in relation to the subject matter of the RFQ would create a conflict of interest or the appearance of a conflict of interest between the vendor's duties to the City and the vendor's or its subcontractors' duties to such third party. The City will evaluate each matter disclosed to determine whether and to what extent the vendor can be given consideration in the RFQ in light of the particular matter.
- 13.4 Each vendor is required to disclose whether the vendor is competing for purposes of the RFQ with any entity with which it is legally or financially associated or affiliated. Each vendor must also disclose whether it is cooperating in any manner in relation to the RFQ with any other vendor responding to the RFQ. The City will evaluate each matter disclosed to determine whether and to what extent the vendor can be given consideration in the RFQ in light of the particular matter.
- 13.5 Each vendor is required to disclose whether it or any officer, director, shareholder, partner, employee or agent of the vendor or any of its proposed subcontractors: (1) is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America; or (2) has engaged in any form of political or other lobbying whatsoever with respect to the RFQ or sought, other than through the submission of its Quotation, to influence the outcome of the RFQ process. The City will evaluate each matter disclosed to determine whether and to what extent the vendor can be given consideration in the RFQ in light of the particular matter.

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QUOTATION FORM AND SCHEDULE OF PRICES

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Please mail, courier or deliver your quotation in person to:

City of Vancouver  
Purchasing Services  
453 West 12<sup>th</sup> Avenue  
Vancouver, BC V5Y 1V4

Or send it by email to [philip.lai@vancouver.ca](mailto:philip.lai@vancouver.ca).

If sending by courier or otherwise delivering in person, address to the above address and deliver to the Main Floor Rotunda Information Desk at the above address.

Quotations must be marked with the vendor's name and the RFQ title and number.

ATTENTION: Philip Lai, P.Log, SCMP

FROM: \_\_\_\_\_ (Company Name)

\_\_\_\_\_ (Contact Name)

SUBJECT: REQUEST FOR QUOTATIONS No. PS20140581 ("RFQ")

SUPPLY AND DELIVERY OF FLOWER BULBS

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

**1.0 TABLE OF PRICES:**

*(If the vendor is not offering goods that fully comply with the requirements set forth in Appendix 1 of the RFQ, do not complete this table of prices and instead complete only the table under Section 2.0 of this form below.)*

FLOWER BULB QUANTITIES FOR 2014						
Item	Name	Variety	Quantity	Unit Price	Unit of Measure	Total Price
<b>TULIPS</b>						
1	Darwin Hybrid	Ad Rem	1500	\$	EA	\$
2	Darwin Hybrid	Apricot Impression	900	\$	EA	\$
3	Darwin Hybrid	Banja Luka	1150	\$	EA	\$
4	Darwin Hybrid	City of Vancouver	200	\$	EA	\$
5	Darwin Hybrid	Blue Ribbon	700	\$	EA	\$
6	Darwin Hybrid	Daydream	3300	\$	EA	\$
7	Darwin Hybrid	Garant	7000	\$	EA	\$
8	Darwin Hybrid	Golden Apeldoorn	2200	\$	EA	\$
9	Darwin Hybrid	Golden Oxford	750	\$	EA	\$
10	Darwin Hybrid	Jap Groot	800	\$	EA	\$
11	Darwin Hybrid	Lighting Sun	300	\$	EA	\$
12	Darwin Hybrid	Olioules	1200	\$	EA	\$
13	Darwin Hybrid	Orange Sun	1900	\$	EA	\$
14	Darwin Hybrid	Pink Impression	1650	\$	EA	\$
15	Darwin Hybrid	Queen of the Night	400	\$	EA	\$
16	Darwin Hybrid	White Clouds	400	\$	EA	\$
17	Darwin Hybrid	Worlds Favourite	3900	\$	EA	\$
18	Double	Abigail	800	\$	EA	\$
19	Double	Angelique	2500	\$	EA	\$
20	Double	Black Hero	750	\$	EA	\$
21	Double	Lilac Perfection	350	\$	EA	\$
22	Double	Margarita	0	\$	EA	\$
23	Double	Mondial	100	\$	EA	\$
24	Double	Monte Carlo	400	\$	EA	\$
25	Double	Montreux	550	\$	EA	\$
26	Double	Mt Tacoma	100	\$	EA	\$
27	Double	Orange Princess	200	\$	EA	\$
28	Double	Peach Blossom	600	\$	EA	\$



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29	Double	Ramona	350	\$	EA	\$
30	Double	Uncle Tom	400	\$	EA	\$
31	Fosteriana	Albert Heyn	400	\$	EA	\$
32	Fosteriana	Orange Emperor	1700	\$	EA	\$
33	Fosteriana	Red Emperor	300	\$	EA	\$
34	Fosteriana	Sweetheart	100	\$	EA	\$
35	Fosteriana	White Emperor	900	\$	EA	\$
36	Fosteriana	Yellow Emperor	600	\$	EA	\$
37	Fringed Crispa	Blue Heron	100	\$	EA	\$
38	Fringed Crispa	Curley Sue	700	\$	EA	\$
39	Greigii	Fire of Love	100	\$	EA	\$
40	Greigii	Quebec	400	\$	EA	\$
41	Greigii	Red Riding Hood	0	\$	EA	\$
42	Greigii	Toronto	100	\$	EA	\$
43	Greigii	United States	0	\$	EA	\$
44	Kaufmanniana	Ancilla	400	\$	EA	\$
45	Kaufmanniana	Waterlily	100	\$	EA	\$
46	Lily Flowered	Ballerina	1900	\$	EA	\$
47	Lily Flowered	Burgundy	500	\$	EA	\$
48	Lily Flowered	Elegant Lady	300	\$	EA	\$
49	Lily Flowered	Mariette	450	\$	EA	\$
50	Lily Flowered	Pretty Woman	750	\$	EA	\$
51	Lily Flowered	Purple Dream	150	\$	EA	\$
52	Lily Flowered	Red Shine	600	\$	EA	\$
53	Lily Flowered	Tres Chic	550	\$	EA	\$
54	Lily Flowered	West Point	1000	\$	EA	\$
55	Multiflowered	Antoinette	1050	\$	EA	\$
56	Multiflowered	Purple Bouquet	100	\$	EA	\$
57	Parrot	Green Wave	300	\$	EA	\$
58	Single Early	Apricot Beauty	350	\$	EA	\$
59	Single Early	Candy Prince	300	\$	EA	\$
60	Single Early	Christmas Marvel	2000	\$	EA	\$
61	Single Early	Diane	600	\$	EA	\$
62	Single Early	General de Wet	400	\$	EA	\$
63	Single Early	Mickey Mouse	1800	\$	EA	\$
64	Single Early	Purple Prince	1900	\$	EA	\$
65	Single Early	Yokohama	600	\$	EA	\$
66	Single Late	Blushing Beauty	500	\$	EA	\$
67	Single Late	Esther	600	\$	EA	\$
68	Single Late	Jaap Groot	800	\$	EA	\$

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69	Single Late	Menton	200	\$	EA	\$
70	Single Late	Queen of the Night	300	\$	EA	\$
71	Species	Chrysantha	200	\$	EA	\$
72	Species	Dasystemon Tarda	200	\$	EA	\$
73	Species	Lilac Wonder	200	\$	EA	\$
74	Species	Little Beauty	1250	\$	EA	\$
75		Praestans Fusilier	100	\$	EA	\$
76	Species	Praestans Tubergen	400	\$	EA	\$
77	Species	Praestans Unicum	400	\$	EA	\$
78	Species	Turkestanica	50	\$	EA	\$
79	Triumph	Atilla	1700	\$	EA	\$
80	Triumph	Barcelona	1200	\$	EA	\$
81	Triumph	Bastogne	5450	\$	EA	\$
82	Triumph	Blue Ribbon	500	\$	EA	\$
83	Triumph	Brown Sugar	2000	\$	EA	\$
84	Triumph	Calgary	650	\$	EA	\$
85	Triumph	Coleur Cardinale	100	\$	EA	\$
86	Triumph	Don Quichotte	1800	\$	EA	\$
87	Triumph	Gavota	2100	\$	EA	\$
88	Triumph	Innuendo	700	\$	EA	\$
89	Triumph	Inzell	600	\$	EA	\$
90	Triumph	Jackpot	500	\$	EA	\$
91	Triumph	Jan Reus	1750	\$	EA	\$
92	Triumph	Jimmy	750	\$	EA	\$
93	Triumph	King's Orange	100	\$	EA	\$
94	Triumph	Magic Lavender	50	\$	EA	\$
95	Triumph	Mistress	100	\$	EA	\$
96	Triumph	Negrita	6150	\$	EA	\$
97	Triumph	Orange Cassini	1600	\$	EA	\$
98	Triumph	Oscar	200	\$	EA	\$
99	Triumph	Passionale	600	\$	EA	\$
100	Triumph	Purple Flag	500	\$	EA	\$
101	Triumph	Raika	1550	\$	EA	\$
102	Triumph	Red Present	200	\$	EA	\$
103	Triumph	Ronaldo	650	\$	EA	\$
104	Triumph	Shirley	1300	\$	EA	\$
105	Triumph	Shirley Dream	200	\$	EA	\$
106	Triumph	Strong Gold	2600	\$	EA	\$
107	Triumph	Veronique Sanson	500	\$	EA	\$
108	Triumph	Yellow Present	500	\$	EA	\$

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109	Viridiflora	China Town	600	\$	EA	\$
110	Viridiflora	Flaming Spring Green	250	\$	EA	\$
111	Viridiflora	Golden Artist	0	\$	EA	\$
112	Viridiflora	Spring Green	1900	\$	EA	\$
<b>Tulip Bulbs Total</b>			<b>101400</b>	\$	EA	\$
<b>NARCISSUS</b>						
113	Narcissus	Actea	500	\$	EA	\$
114	Narcissus	Ambergate	100	\$	EA	\$
115	Narcissus	Avalon	600	\$	EA	\$
116	Narcissus	Baby Moon	1100	\$	EA	\$
117	Narcissus	Barret Browning	500	\$	EA	\$
118	Narcissus	Bell Song	200	\$	EA	\$
119	Narcissus	Carlton	200	\$	EA	\$
120	Narcissus	Centanees	1200	\$	EA	\$
121	Narcissus	<b>Fidelity</b>	1000	\$	EA	\$
122	Narcissus	February Gold	800	\$	EA	\$
123	Narcissus	Fortissimo	3900	\$	EA	\$
124	Narcissus	Fragrant Rose	200	\$	EA	\$
125	Narcissus	Golden Bells	300	\$	EA	\$
126	Narcissus	Ice Follies	2500	\$	EA	\$
127	Narcissus	Jack Snipe	600	\$	EA	\$
128	Narcissus	Jet Fire	2050	\$	EA	\$
129	Narcissus	King Alfred	350	\$	EA	\$
130	Narcissus	Lemon Beauty	200	\$	EA	\$
131	Narcissus	Minnow	900	\$	EA	\$
132	Narcissus	Missouri	2100	\$	EA	\$
133	Narcissus	Mount Hood	300	\$	EA	\$
134	Narcissus	Obdam	2900	\$	EA	\$
135	Narcissus	Orangerie	600	\$	EA	\$
136	Narcissus	Pacific Coast	700	\$	EA	\$
137	Narcissus	Pink Parasol	1200	\$	EA	\$
138	Narcissus	Pipit	450	\$	EA	\$
139	Narcissus	Poeticus recurvis	800	\$	EA	\$
140	Narcissus	Quail	600	\$	EA	\$
141	Narcissus	Pacific Coast	200	\$	EA	\$
142	Narcissus	Precocious	0	\$	EA	\$
143	Narcissus	Rijnveld's Early Sensation	200	\$	EA	\$
144	Narcissus	Rip van Winkle	1000	\$	EA	\$
145	Narcissus	Sailboat	550	\$	EA	\$
146	Nrcissus	Segovia	300	\$	EA	\$

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147	Narcissus	Sound	900	\$	EA	\$
148	Narcissus	Suzy	500	\$	EA	\$
149	Narcissus	Tahiti	1200	\$	EA	\$
150	Narcissus	Tete a tete	1350	\$	EA	\$
151	Narcissus	Thalia	6600	\$	EA	\$
152	Narcissus	Toto	950	\$	EA	\$
153	Narcissus	Vanilla Peach	900	\$	EA	\$
154	Narcissus	White Medal	100	\$	EA	\$
155	Narcissus	Yellow Cheerfulness	5200	\$	EA	\$
156	Narcissus	Ziva	500	\$	EA	\$
<b>Narcissus Bulbs Totals</b>			<b>47300</b>	\$	EA	\$
<b>HYACINTH</b>						
157	Hyacinth	Amethyst	1500	\$	EA	\$
158	Hyacinth	Anna Marie	3150	\$	EA	\$
159	Hyacinth	Apricot Passion	100	\$	EA	\$
160	Hyacinth	Blue Jacket	900	\$	EA	\$
161	Hyacinth	Blue Pearl	200	\$	EA	\$
162	Hyacinth	Carnegie	550	\$	EA	\$
163	Hyacinth	City of Haarlem	950	\$	EA	\$
164	Hyacinth	Delft Blue	450	\$	EA	\$
165	Hyacinth	Jan Bos	300	\$	EA	\$
166	Hyacinth	Kohinor	350	\$	EA	\$
167	Hyacinth	Kronos	50	\$	EA	\$
168	Hyacinth	Peter Stuyvesant	1725	\$	EA	\$
169	Hyacinth	Purple Sensation	200	\$	EA	\$
170	Hyacinth	Woodstock	4300	\$	EA	\$
<b>Hyacinth Bulbs Totals</b>			<b>14725</b>	\$	EA	\$
<b>MISCELLANEOUS</b>						
171	Allium	Atropurpureum	175	\$	EA	\$
172	Allium	Christophii	10	\$	EA	\$
173	Allium	Fireworks Mix	250	\$	EA	\$
174	Allium	Giganteum	440	\$	EA	\$
175	Allium	Globemaster	139	\$	EA	\$
176	Allium	Graceful	100	\$	EA	\$
177	Allium	Hair	75	\$	EA	\$
178	Allium	Mount Everest	150	\$	EA	\$
179	Allium	Purple Sensation	450	\$	EA	\$
180	Allium	Schubertii	235	\$	EA	\$
181	Allium	Sphaerocephalon	256	\$	EA	\$
182	Anemone	Blue Poppy	5245	\$	EA	\$

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183	Anemone	Blue Star	300	\$	EA	\$
184	Anemone	Lord Lieutenant	225	\$	EA	\$
185	Anemone	Rosea	300	\$	EA	\$
186	Anemone	Sylphide	890	\$	EA	\$
187	Anemone	White Splendor	2000	\$	EA	\$
188	Arum	Italicum	25	\$	EA	\$
189	Camassia Quamash	Blue Melody	300	\$	EA	\$
190	Camassia Quamash	Leichtlinii alba	200	\$	EA	\$
191	Camassia Quamash	Leichtlinii suksdorf II	100	\$	EA	\$
192	Camassia Quamash	Quamash (Esculenta)	1000	\$	EA	\$
193	Chionodoxa Luciliae	Forbesii	750	\$	EA	\$
194	Crocus	Advance	700	\$	EA	\$
195	Crocus	Barr's Purple	850	\$	EA	\$
196	Crocus	Blue Pearl	400	\$	EA	\$
197	Crocus	Cream Beauty	600	\$	EA	\$
198	Crocus	Chrysanthus Mix	3500	\$	EA	\$
199	Crocus	Gypsy Girl	900	\$	EA	\$
200	Crocus	Orange Monarch	1100	\$	EA	\$
201	Crocus	Purple	900	\$	EA	\$
202	Crocus	Ruby Giant	500	\$	EA	\$
203	Crocus	Siberii Tricolor	1200	\$	EA	\$
204	Crocus	Snow Bunting	200	\$	EA	\$
205	Crocus	Snow mixture	200	\$	EA	\$
206	Crocus	Striped Beauty	500	\$	EA	\$
207	Crocus	Vanguard	1000	\$	EA	\$
208	Crocus	Yellow Mammouth	500	\$	EA	\$
209	Crocus	Zwanenburg Bronze	500	\$	EA	\$
210	Cyclamen	Neapolitanum	165	\$	EA	\$
211	Dracunculus	Vulgaris	75	\$	EA	\$
212	Eremurus	Bungei	202	\$	EA	\$
213	Eremurus	Cleopatra	105	\$	EA	\$
214	Eremurus	Himalaicus	145	\$	EA	\$
215	Eremurus	Robustus	110	\$	EA	\$
216	Eranthus	Hyemalis	350	\$	EA	\$
217	Erythronium	Pagoda	925	\$	EA	\$
218	Erythronium	White Beauty	175	\$	EA	\$
219	Fritillaria	Beethoven	100	\$	EA	\$

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QUOTATION FORM AND SCHEDULE OF PRICES

220	Fritillaria	Elwesii	100	\$	EA	\$
221	Fritillaria	Imperialis Aurora	8	\$	EA	\$
222	Fritillaria	Imperialis Lutea Maxima	1427	\$	EA	\$
223	Fritillaria	Imperialis Striped Beauty	215	\$	EA	\$
224	Fritillaria	Imperialis Rubra Maxima	845	\$	EA	\$
225	Fritillaria	Imperialis Prolifera	0	\$	EA	\$
226	Fritillaria	Meleagris mixed	720	\$	EA	\$
227	Fritillaria	Persica	1000	\$	EA	\$
228	Fritillaria	Vivaldi	575	\$	EA	\$
229	Galanthus	Flore Pleno	400	\$	EA	\$
230	Galanthus	Nivalis	1400	\$	EA	\$
231	Galanthus	Woronowii	800	\$	EA	\$
232	Hermodactylus	Tuberosa	150	\$	EA	\$
233	Iris	Amber Beauty	50	\$	EA	\$
234	Iris	Bucharica	200	\$	EA	\$
235	Iris	Crown Jewel	50	\$	EA	\$
236	Iris	Danfordiae	250	\$	EA	\$
237	Iris	Eye of the Tiger	600	\$	EA	\$
238	Iris	Harmony	200	\$	EA	\$
239	Iris	Lion King	50	\$	EA	\$
240	Iris	Pallida variegata	100	\$	EA	\$
241	Iris	Red Amber	500	\$	EA	\$
242	Lycoris	Radiata	50	\$	EA	\$
243	Muscari	Armeniacum Blue Spike	1500	\$	EA	\$
244	Muscari	Comosum Plumosum	700	\$	EA	\$
245	Muscari	Latifolium	3350	\$	EA	\$
246	Muscari	Neglectum	10000	\$	EA	\$
247	Muscari	Paradoxum	1400	\$	EA	\$
248	Muscari	Pink Surprise	5000	\$	EA	\$
249	Muscari	Valerie Finnis	1200	\$	EA	\$
250	Muscari	White Magic	700	\$	EA	\$
251	Scilla	Peruviana	750	\$	EA	\$
Miscellaneous Bulbs Totals			63807	\$	EA	\$
<b>GRAND TOTAL OF BULBS FOR 2014</b>			<b>227232</b>	<b>TOTAL PRICE</b>	<b>\$</b>	

**NOTE:** GST and PST, where applicable, should not be included in prices.

Delivery costs should be included in prices.

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2.0 DEVIATIONS, ALTERNATIVES AND ADDITIONAL GOODS

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

Item	Name	Variety	Quantity	Unit Price	Unit of Measure	Total Price
<b>TULIPS</b>						
				\$	EA	\$
				\$	EA	\$
				\$	EA	\$
				\$	EA	\$
				\$	EA	\$
				\$	EA	\$
<b>NARCISSUS</b>						
				\$	EA	\$
				\$	EA	\$
				\$	EA	\$
				\$	EA	\$
				\$	EA	\$
				\$	EA	\$
<b>HYACINTH</b>						
				\$	EA	\$
				\$	EA	\$
				\$	EA	\$
				\$	EA	\$
				\$	EA	\$
				\$	EA	\$
<b>MISCELLANEOUS</b>						
				\$	EA	\$
				\$	EA	\$
				\$	EA	\$
				\$	EA	\$
				\$	EA	\$
				\$	EA	\$

**NOTES:** GST and PST, where applicable, should not be included in prices.

Delivery costs should be included in prices.

If there is insufficient space, please add additional lines

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---

*DESCRIPTIONS OF GOODS:*

---

---

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

**3.0 TIME LIMITATIONS ON PRICING:**

---

*(Indicate any such limitations in the spaces provided. See Section 4.2 of the RFQ's Instructions to Vendors.)*

**4.0 DELIVERY TIME(S)**

---

*(Provide the information requested by Section 6.0 of the RFQ's Instructions to Vendors.)*

**5.0 SUSTAINABILITY**

---

*Please indicate in this Section 5.0 information concerning the sustainability of the goods offered. Please also refer to Section 2.0 of the RFQ's Instructions to Vendors.*

**6.0 TERMS OF PAYMENT**

---

*(Provide the information requested by Section 8.0 of the RFQ's Instructions to Vendors.)*

**7.0 CONFLICTS/COLLUSION/LOBBYING**

---

*(Provide the information requested by Section 13.0 of the RFQ's Instructions to Vendors.)*

**8.0 OTHER INFORMATION**

---

*(Please set forth in this Section 8.0 all other details requested or required by the RFQ, or which the vendor wishes to include as part of its offer. Among other things, note here if the vendor's offer is not made subject to any of the terms or conditions set forth in the RFQ's Instructions to Vendors)*



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QUOTATION FORM AND SCHEDULE OF PRICES

---

**9.0 TERMS AND CONDITIONS**

By signing this form, the vendor acknowledges that (a) it has read, understands and agrees to the terms and conditions set out in the RFQ's Instructions to Vendors (except as noted above), (b) it has read and understands the information in Appendix 1 and Appendix 3 of the RFQ and (c) it has noted above any deviations from the requirements of Appendix 1 of the RFQ, in each case only with such exceptions as are noted above in this form, including in Section 8.0 above.

Company Name: \_\_\_\_\_

Signature of Authorized Signing Officer: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Authorized Signing Officer: \_\_\_\_\_

Title of Authorized Signing Officer: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Cheque Payable / Remit to Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Key Contact Person: \_\_\_\_\_ E-mail: \_\_\_\_\_

GST Registration No.: \_\_\_\_\_ Date and Jurisdiction  
of Incorporation: \_\_\_\_\_

City of Vancouver WorkSafeBC  
Business License No.: \_\_\_\_\_ Registration No.: \_\_\_\_\_

REQUEST FOR QUOTATIONS NO. PS20140581  
SUPPLY AND DELIVERY OF FLOWER BULBS  
APPENDIX 1 - REQUIREMENTS & SPECIFICATIONS

---

APPENDIX 1 - REQUIREMENTS & SPECIFICATIONS

**REQUIRED STANDARD**

Bulbs shall conform to universally accepted standards of the Bulb Growers Association.

A. **Uniform Height and Variety**

- Bulb requirements are being requested by variety which indicates height, blooming time and colour. The City expects uniform height and variety ordered at the time of blooming.
- Tulips - Botanical Tulips "Tops size" and all others size 12/+ cm or larger

B. **Grown**

Narcissus, Tulips, and Hyacinths. Bulb preference to be given to Dutch grown.

**STATE:** Where all bulbs are grown: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. **Inspection**

Bulbs to be of the finest quality, clean, healthy and inspected by Dutch and Canadian Plant Protection Services.

**PACKAGING**

Each variety of bulb to be shipped in closed boxes with proper venting.

**STATE:**

Type of packaging for tulips: \_\_\_\_\_  
\_\_\_\_\_

Type of packaging for other bulbs: \_\_\_\_\_  
\_\_\_\_\_

**NOTE:** Bulbs received shall be one hundred percent (100%) clean, healthy and non-spoiled, but should there be any bulb spoiled through transport, they are to be **replaced immediately.**

**PACKAGING/LABELLING**

Bulbs are to be SORTED, PACKAGED AND CLEARLY LABELLED PRIOR TO SHIPMENT according to:

- NAME of bulb variety

REQUEST FOR QUOTATIONS NO. PS20140581  
SUPPLY AND DELIVERY OF FLOWER BULBS  
APPENDIX 1 - REQUIREMENTS & SPECIFICATIONS

---

- QUANTITY of bulbs per package - Bulbs need to be boxed in packages of between 100-600 bulbs per package maximum, depending on bulb size and quantity ordered
- LOCATION name of specific location

ORDER MUST BE PACKAGED SEPARATELY ON SKIDS/PALLETS FOR EACH FOLLOWING LOCATION:

- Stanley Park
- Downtown Parks
- QE Park
- Neighbourhood Parks West
- Neighbourhood Parks South
- Neighbourhood Parks North
- Van Dusen Garden
- Bloedel Conservatory

**NOTE:** Varieties and quantities for each location will be provided to the successful vendor.

**DELIVERY**

All bulbs are to be shipped direct from successful vendor to the following location:

Vancouver Board of Parks and Recreation  
Stanley Park Service Yard  
601 Pipeline Road  
Vancouver, BC V6G 1Z4

Delivery is required no later than Friday, October 17, 2014. Early delivery is acceptable to the City.

**STATE:** Can the above delivery date above be met?     YES             NO

If NO, please state reason: \_\_\_\_\_

Time of order to time of shipment (business days): \_\_\_\_\_

Provide estimate of transit lead time (business days): \_\_\_\_\_

Number of days to replace spoiled bulbs (business days): \_\_\_\_\_

REQUEST FOR QUOTATIONS NO. PS20140581  
 SUPPLY AND DELIVERY OF FLOWER BULBS  
 APPENDIX 2 - DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

---

**DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE**

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

The City of Vancouver expects each supplier of goods and services to the City to comply with the supplier performance standards set out in the City's Supplier Code of Conduct (SCC) <[http://vancouver.ca/policy\\_pdf/AF01401P1.pdf](http://vancouver.ca/policy_pdf/AF01401P1.pdf)>. The SCC defines minimum labour and environmental standards for City suppliers and their subcontractors.

Suppliers are expected to comply with the aforementioned standards upon submitting a tender, proposal, application, expression of interest or quotation to the City, or have a plan in place to comply within a specific period of time. The City reserves the right to determine an appropriate timeframe in which suppliers must come into compliance with these standards. To give effect to these requirements, an authorised signatory of each proposed vendor must complete the following declaration and include this declaration with its submission:

As an authorised signatory of \_\_\_\_\_ (*vendor name*), I declare that I have reviewed the SCC and to the best of my knowledge, \_\_\_\_\_ (*vendor name*) and its proposed subcontractors have not been and are not currently in violation of the SCC or convicted of an offence under national and other applicable laws referred to in the SCC, other than as noted in the table below (*include all violations/convictions that have occurred in the past three years as well as plans for corrective action*).

Section of SCC / title of law	Date of violation /conviction	Description of violation / conviction	Regulatory / adjudication body and document file number	Corrective action plan

I understand that a false declaration and/or lack of a corrective action plan may result in no further consideration being given to the submission of \_\_\_\_\_ (*vendor name*).

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

## SUPPLY AGREEMENT (DRAFT)

BETWEEN:

<SUPPLIER>

AND:

CITY OF VANCOUVER, AS REPRESENTED BY ITS BOARD OF  
PARKS AND RECREATION.

RELATING TO PS20140581 -  
SUPPLY AND DELIVERY OF FLOWER BULBS

DATED:

## SUPPLY AGREEMENT (DRAFT)

THIS AGREEMENT is made as of <DATE>

BETWEEN:

<SUPPLIER NAME>, having an office at <ADDRESS>

(hereinafter referred to as the "Supplier")

AND:

CITY OF VANCOUVER, a municipal corporation continued under the *Vancouver Charter* (British Columbia) and having an office at 453 West 12<sup>th</sup> Avenue, Vancouver, British Columbia, V5Y 1V4, as represented by its Board of Parks and Recreation.">

(hereinafter referred to as the "City")

WHEREAS the Supplier is in the business of <☐>;

AND WHEREAS the City wishes to purchase flower bulbs, upon and subject to the terms and conditions hereinafter set forth,

NOW THEREFORE, in consideration of the premises and the covenants herein contained, the parties hereto agree as set forth herein.

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**ARTICLE 1**  
**INTERPRETATION**

**1.1 Definitions**

In this Agreement, unless something in the subject matter or context is inconsistent therewith:

- (a) **“Agreement”** means this agreement, including the schedules hereto, and all amendments made hereto or thereto by written agreement between the Parties;
- (b) **“Business Day”** means a day that is not a Saturday, a Sunday or a public holiday in Vancouver, British Columbia;
- (c) **“Competent Authority”** means:
  - (i) any multinational, federal, provincial, state, regional, municipal, local or other government or governmental body and any ministry, department, division, bureau, agent, agency, commission, board or authority of any government or governmental body, domestic or foreign;
  - (ii) any domestic, foreign or international judicial, quasi-judicial or administrative court, tribunal, commission, board, panel, arbitrator or arbitral body acting under the authority of any of the foregoing; or
  - (iii) any quasi-governmental or private body exercising any statutory, regulatory, expropriation or taxing authority under the authority of any of the foregoing;
- (d) **“Confidential Information”** means all or any confidential information (however recorded or preserved) disclosed before, on or after the date of this Agreement by either Party or any of its Representatives to the other Party or its Representatives in connection with this Agreement, concerning:
  - (i) this Agreement; or
  - (ii) the affairs, operations, processes, know-how, suppliers, plans or intentions of the disclosing Party or of any member of the disclosing Party’s Group, including, without limitation, any information which is not generally known to the public or which has been specifically identified as confidential or proprietary by the disclosing Party,

but does not include:

- (iii) any information that is or becomes generally available to the public or to industry professionals (other than as a result of its disclosure by the receiving Party or its Representatives in breach of this Agreement);
- (iv) any information that was available to the receiving Party on a non-confidential basis prior to disclosure by the disclosing Party;
- (v) any information that was, is or becomes available to the receiving Party on a non-confidential basis from a person who, to the receiving Party’s knowledge, is not bound by a confidentiality agreement or other duty of confidentiality



- with or to the disclosing Party or a member of the disclosing Party's Group or otherwise prohibited from disclosing the information to the receiving Party;
- (vi) any information that was known to the receiving Party before the information was disclosed to it by the disclosing Party or its Representatives and was not subject to a confidentiality agreement or other duty of confidentiality (including any obligation under this Agreement) with or to the disclosing Party or a member of the disclosing Party's Group;
  - (vii) any information that the Parties agree in writing is not confidential or may be disclosed; and
  - (viii) any information unrelated to this Agreement that is developed by or for the receiving Party independently of and without reference to the information disclosed by the disclosing Party;
- (e) "Consent" means an approval, clearance, registration, franchise, right, privilege, certification, quota, consent, permit, licence, qualification, filing, exemption, certificate or permission and any such other matter or authorization whatsoever, including any condition thereof, that is lawfully and necessarily required from any Competent Authority in connection with the Supply;
  - (f) "Delivery" means the completion of delivery of the Products ordered in a particular Order, as amended, in accordance with Section 3.4;
  - (g) "Delivery Date" has the meaning ascribed to such term in Section 3.2(b)(iv);
  - (h) "Delivery Location" has the meaning ascribed to such term in Section 3.2(b)(iv);
  - (i) "Effective Date" has the meaning ascribed to such term in Section 2.1;
  - (j) "Encumbrance" means any mortgage, charge, pledge, hypothecation, security interest, assignment, lien or claim of lien (statutory or otherwise), easement, deemed or statutory trust, restrictive covenant, adverse claim, exception, reservation, right of occupation, any matter capable of registration against title, right of pre-emption, privilege or other encumbrance or third party right of any nature or any other arrangement or condition that, in substance, secures payment or performance of an obligation;
  - (k) "Force Majeure" means, exhaustively, any:
    - (i) war, hostilities (whether war is declared or not), invasion, act of foreign enemies;
    - (ii) rebellion, terrorism (or threat of terrorism), revolution, insurrection, military or usurped power or civil war;
    - (iii) riot, civil commotion or disorder, strike or lockout by persons other than the Supplier's personnel and other employees, Subcontractors or any other person for whom the Supplier is responsible;
    - (iv) natural catastrophe, such as an earthquake, forest fire, landslide or flood; or

- (v) change in Law or action by a Competent Authority, which makes it illegal or impossible for a Party to perform its obligations under this Agreement;
- (l) **“Group”** means:
  - (i) in respect of the Supplier, the group constituted from time to time by:
    - (A) the Supplier;
    - (B) all persons that directly or indirectly control or are controlled by the Supplier; and
    - (C) all persons that are directly or indirectly controlled by any person that directly or indirectly controls the Supplier; and
  - (ii) in respect of the City, the group constituted from time to time by:
    - (A) the City; and
    - (B) all bodies corporate directly or indirectly controlled by the City.
- (m) **“Intellectual Property Rights”** means any and all current and future proprietary rights provided under patent law, copyright law, design patent or industrial design law, or any other applicable statutory provision or common law principle, including trade secret law, that may provide a right in ideas, formulae, algorithms, concepts, inventions, know-how, computer software, database or design, or the expression or use thereof, whether registered or unregistered, together with any right to apply for or register any of the foregoing;
- (n) **“Laws”** means all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings, determinations or awards of any Competent Authority whether or not having the force of law and any legal requirements or bases of liability under the common law or civil law, including all such Laws relating to Taxes, the environment, human health or safety, pollution and other environmental degradation, and hazardous materials;
- (o) **“Order”** means an order for Products submitted by the City in accordance with Section 3.2, which may be titled **“Purchase Order”**;
- (p) **“Parties”** means the City and the Supplier and **“Party”** means one of them or any of them, as the context requires;
- (q) **“Permitted Purpose”** has the meaning ascribed thereto in Section 7.1;
- (r) **“Products”** means the products set out in Schedule A, and, where the context requires, Products ordered or supplied hereunder;
- (s) **“Proposal”** means the Supplier’s proposal dated <DATE>, submitted by the Supplier to the City in response to the RFQ PS20140581 - SUPPLY AND DELIVERY OF FLOWER BULBS;

- (t) “Representative” means a Group member of a Party, or an official, officer, employee, agent, subcontractor or other representative of a Party or any member of its Group, or any other person for whom the Party is responsible;
- (u) “RFQ” means the City’s Request for Quotation number PS20140581;
- (v) “Sales Tax” has the meaning ascribed to such term in Section 8.1;
- (w) “Specifications” means, for each Product, the specifications therefor set forth in Schedule B;
- (x) “Subcontractor” means any person engaged by the Supplier to perform any part of the Supply;
- (y) “Supply” means the supply of Products by the Supplier to the City pursuant to Orders;
- (z) “Taxes” means all taxes, duties, imposts, levies, assessments, tariffs and other charges imposed, assessed or collected by a Competent Authority, including:
  - (i) any gross income, net income, gross receipts, business, royalty, capital, capital gains, goods and services, harmonized sales, value added, severance, stamp, franchise, occupation, premium, capital stock, sales and use, real property, land transfer, personal property, ad valorem, transfer, licence, import, customs, profits, windfall profits, environmental, carbon, emissions, pollution, payroll, employment, employer health, pension plan, anti-dumping, countervailing, or excise tax, duty, import, levy, assessment, tariff or other charge;
  - (ii) all withholdings on amounts paid to or by the relevant person;
  - (iii) all statutory remittances, employment insurance premiums and social security or pension plan contributions or premiums and Canada pension plan contributions;
  - (iv) any fine, penalty, interest or addition to tax;
  - (v) any tax imposed, assessed, or collected or payable pursuant to any tax-sharing agreement or any other contract relating to the sharing or payment of any such tax, levy, assessment, tariff, duty, deficiency or fee; and
  - (vi) any liability for any of the foregoing as a transferee, successor, guarantor, or by contract or by operation of law.

## 1.2 Headings

This division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The terms “hereof”, “hereunder” and similar expressions refer to this Agreement, including its schedules, and not to any particular article, section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to articles, sections and schedules are to articles, sections and schedules of this Agreement.

### 1.3 Extended Meanings

In this Agreement:

- (a) words importing the singular include the plural and vice versa, words importing a gender include all genders and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations and corporations, except where the context requires otherwise;
- (b) any provision calling for "agreement" requires the relevant agreement to be recorded in writing and signed by both Parties;
- (c) the words "include", "includes", "including" and "included" shall be construed without implying limitation by the words which follow those words and without prejudice to the generality of the provisions to which such words relate, unless inconsistent with the context;
- (d) the rule of interpretation known as ejusdem generis shall not apply;
- (e) each reference to a specific statute, regulation, law or any subordinate instrument or statutory or regulatory provision shall be construed as including any legal or regulatory provision which subsequently amends or replaces the same, and shall include any and all subordinate instruments, orders, rules, regulations and bylaws made thereunder or guidelines issued in respect thereof;
- (f) each reference to a writing means a writing that is hand-written, type-written, printed or electronically made, and which results in a permanent un-editable record; and
- (g) "control" when used to describe a relationship between one person and any other person, has the following meanings:
  - (i) a person controls a body corporate if securities of the body corporate to which are attached more than 50% of the votes that may be cast to elect directors of the body corporate are beneficially owned by the person and the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the body corporate;
  - (ii) a person controls an unincorporated entity, other than a limited partnership, if more than 50% of the ownership interests, however designated, into which the entity is divided are beneficially owned by that person and the person is able to direct the business and affairs of the entity;
  - (iii) the general partner of a limited partnership controls the limited partnership; and
  - (iv) a person who controls an entity is deemed to control any entity that is controlled, or deemed to be controlled, by the entity.

### 1.4 Schedules

The following are the schedules hereto, each of which is deemed to be part hereof:

Schedule A      Products and Prices

Schedule B      Product Specifications

**ARTICLE 2  
EFFECTIVENESS**

**2.1      Effective Date**

This Agreement shall come into full force and effect on the date hereof (the “Effective Date”).

**2.2      Term**

- (a)      Unless earlier terminated pursuant to ARTICLE 6 and subject to the below Section **Error! Reference source not found.**, this Agreement shall terminate on the FIRST anniversary of the Effective Date or on such later date as the Parties may agree in writing.
- (b)      Subject to termination pursuant to ARTICLE 6, but notwithstanding Section **Error! Reference source not found.**, the term of this Agreement may be extended for up two successive one-year periods following the FIRST anniversary of the Effective Date, at the option of the City, upon written notice from the City to the Supplier.

**ARTICLE 3  
SUPPLY; GENERAL TERMS**

**3.1      Supply**

- (a)      During the term of effectiveness of this Agreement, the Supplier shall supply, and the City shall purchase, such quantities of Products as the City may order under Section 3.2, in accordance with this Agreement.
- (b)      The Supplier shall maintain at all times sufficient inventories of the Products to meet the business plans and requirements of the City.
- (c)      Without limiting the foregoing Section 3.1(a), **Table 1.0 - Table of Prices** in the RFQ contains a current estimate of the City’s Product requirements for 2014 beginning on the Effective Date. The Supplier acknowledges such estimates and affirms its capacity to supply Products to the City in accordance therewith; although the City can offer no assurances that it shall purchase Products in accordance with such estimates.

**3.2      Orders**

- (a)      The City may deliver Orders to the Supplier from time to time during the term of effectiveness of this Agreement.
- (b)      Each Order shall:
  - (i)      be given in writing;
  - (ii)     refer to this Agreement;
  - (iii)    specify the Products ordered; and

- (iv) specify the date by which the Products ordered pursuant to the Order are to be delivered (the "Delivery Date"), and the location or address to which they are to be delivered (the "Delivery Location").

### 3.3 Product and Supply Requirements

- (a) The Supplier shall manufacture, pack, transport and supply the Products (in each case to the extent applicable) in accordance with all:
  - (i) Product manufacturer recommendations and requirements;
  - (ii) generally accepted industry standards and practices; and
  - (iii) applicable Laws.
- (b) The Products supplied to the City by the Supplier under this agreement shall:
  - (i) be new;
  - (ii) conform to the Specifications;
  - (iii) be free from defects in design, material and workmanship and remain so for 12 months after Delivery; and
  - (iv) comply with all applicable Laws.
- (c) The Supplier shall ensure that the Products are properly packed and secured in such manner as to enable them to reach their destination in good condition.
- (d) The Supplier shall obtain and maintain in force at all times all Consents needed to manufacture (if applicable) and supply the Products in accordance with the terms of this Agreement.
- (e) The Supplier shall ensure that title in Products supplied by the Supplier hereunder, when such title passes to the City hereunder, shall be free and clear of Encumbrances. The Supplier shall not enter any contract that reserves ownership of Products supplied by the Supplier hereunder in favour of any third party and, at the request of the City, the Supplier must provide evidence that no such contract has been entered into.
- (f) The Supplier shall adhere to, and shall ensure that the Products and Supply conform to, the City's Supplier Code of Conduct referred to on page A2-1 of the RFQ.

### 3.4 Delivery Requirements

- (a) The Supplier shall deliver the Products ordered in each Order to the applicable Delivery Location by the applicable Delivery Date.
- (b) Delivery of the Products specified in an Order shall be complete on Friday, October 17, 2014 at Vancouver Board of Parks and Recreation, Stanley Park Service Yard, 601 Pipeline Road, Vancouver, BC, V6G 1Z4.
- (c) The Supplier shall not deliver the Products specified in an Order by instalments except with the prior written consent of the City.

- (d) If the Products specified in an Order are not delivered in accordance herewith by the specified Delivery Date, then, without limiting any other right or remedy the City may have under this Agreement or otherwise, the City may:
- (i) refuse to take any subsequent attempted delivery of such Products associated with such Order;
  - (ii) obtain substitute products from another supplier and recover from the Supplier any costs and expenses reasonably incurred by the City in obtaining such substitute products; or
  - (iii) claim damages against the Supplier for any other costs, expenses or losses resulting from the Supplier's failure to deliver the Products specified in the Order by the Delivery Date,

provided that the Supplier shall have no liability for any failure or delay in delivering the Products specified in an Order to the extent that such failure or delay is caused by the City's failure to comply with its obligations under this Agreement.

- (e) Each shipment of Products shall be accompanied by a delivery document from the Supplier showing the Order number, the date of the Order, the type and quantity of Products included in the Order, and, in the case of an Order being delivered by instalments, the outstanding balance of Products remaining to be delivered.
- (f) If the Supplier requires the City to return any shipping containers, or other packaging or shipping materials, to the Supplier, that fact must be clearly stated on the delivery document accompanying the relevant Products, and any such returns shall be at the Supplier's expense.
- (g) In respect of any Products that originate outside Canada, the Supplier shall be responsible for all customs and import Taxes, costs, expenses, administrative duties and formalities.

### 3.5 Rejection of Defective Products

- (a) The City shall not be deemed to have accepted any particular Products until it has had a reasonable time to inspect them following Delivery, or, in the case of a latent defect in the Products, until a reasonable time after the latent defect has become apparent.
- (b) If any Products delivered to the City do not comply with the Specifications, or are otherwise not in conformity with the terms of this Agreement, then, without limiting any other right or remedy that the City may have, the City may at any time reject those Products and:
  - (i) require the Supplier to remove the rejected Products from any City facility or work site at the Supplier's risk and expense within 10 Business Days of being requested to do so;
  - (ii) require the Supplier to repair or replace the rejected Products at the Supplier's risk and expense within 10 Business Days of being requested to do so;

- (iii) require the Supplier to repay the price of the rejected Products in full (whether or not the City has previously required the Supplier to repair or replace the rejected Products); and
  - (iv) claim damages for any other costs, expenses or losses resulting from the Supplier's delivery of Products that are not in conformity with the terms of this Agreement.
- (c) The City's rights and remedies under this Section 3.5 are in addition to the rights and remedies available to it under ARTICLE 5, ARTICLE 6 and applicable Laws.
  - (d) The terms of this Agreement shall apply to any repaired or replacement Products supplied by the Supplier pursuant to Section 3.5(b).
  - (e) If the Supplier fails to promptly repair or replace rejected Products in accordance with clause 3.5(b), the City may, without affecting any of its other rights hereunder, obtain substitute products from a third-party supplier, or have the rejected Products repaired by a third party, and the Supplier shall reimburse the City for the costs it incurs in doing so.

### 3.6 Risk and Title

- (a) The risk in Products delivered to the City hereunder shall pass to the City on Delivery.
- (b) Title to Products delivered to the City hereunder shall pass to the City on Delivery. The Supplier shall deliver to the City any documentation, including a bill of sale, which the City may reasonably require to evidence the transfer of title in and to Products to the City, free and clear of all Encumbrances.

### 3.7 Certain Supplier Representations and Warranties

The Supplier represents and warrants that:

- (a) the Supplier has the full right, power, and authority to enter into this Agreement and to perform the Supply;
- (b) Supplier is a corporation duly organized, validly existing and in good standing under the laws of Canada and is lawfully authorized to do business in the Province of British Columbia;
- (c) the Supplier is not a party to or bound by any agreement (written or oral), indenture, instrument, licence, permit or understanding or other obligation or restriction under the terms of which the execution, delivery or performance of this Agreement does or shall constitute or result in a violation or breach;
- (d) the Supplier has a valid City of Vancouver business license>;
- (e) all statements made by the Supplier in its Proposal are true and accurate;
- (f) the Supplier is an authorized distributor of the Products; and



- (g) the Supplier and the Supplier's personnel and Subcontractors have the skills, training, experience and expertise which are necessary to supply the Products in accordance with the terms of this Agreement.

### 3.8 Product Warranties

- (a) All Products provided under the Agreement as part of the Supply shall be new and fully warranted for a period of one year from the time of delivery to the City, against defects in design, manufacturing, materials, workmanship and performance, and the Supplier affirms and covenants that such warranty is, and shall be, provided by the Supplier if and to the extent it is not fully and effectively provided to the City by a third-party manufacturer of any Product.
- (b) All Products provided under the Agreement shall be non-defective and fit for their respective intended purposes, shall function correctly, as intended, and shall be safe.
- (c) All costs associated with warranty replacements or repairs shall be the responsibility of the Supplier, including repair, adjustment, and shipping costs, and replacements of Products.
- (a) If requested by the City, the Supplier shall handle and manage any claim on a manufacturer warranty for any defect in any Product.
- (d) The Supplier shall deliver to the City all such documentation as the City may require to evidence any warranty required by this Section 3.8 or to evidence the Supplier's compliance with this Section 3.8, and the Supplier shall assign all warranties, and do all other things necessary, to ensure that the City receives the full benefit of each warranty or other covenant set forth in this Section 3.8.

### 3.9 No Exclusivity

- (a) The City intends to use the Supplier as a preferred supplier of the Products; however the City is not bound to treat the Supplier as its exclusive supplier of any Products.
- (b) The City shall be entitled, in its sole discretion, to purchase products of the same type as, or similar to, the Products, from any supplier at any time.

### 3.10 Absence of Conflicts of Interest

- (a) Neither the Supplier, nor any of its Representatives has given or shall give or offer to give to the City or any official, officer, employee or agent of the City any gratuity, reward, advantage or benefit of any kind as consideration for doing or forbearing to do, or for having done or forborne to do, any act in connection with this Agreement.
- (b) To the best of the Supplier's knowledge, the Supplier, its Subcontractors, and their respective directors, officers, employees and agents have no pecuniary interests or any other current or past interests or dealings, including with any officials, officers or employees of the City, that would cause any conflict of interest or be seen to cause a conflict of interest in respect of the Supply. Should such a conflict or perceived conflict arise during the term of this Agreement, the Supplier shall declare it immediately in writing to the City. The City may direct the Supplier to resolve any conflict or perceived conflict to the satisfaction of the City. The Supplier warrants that neither the Supplier nor any of its Subcontractors, or any of their respective

directors, officers, employees or agents, has any predisposition, affinity or association with any third party which would impair or be seen to impair or qualify the Supplier's provision of the Supply.

**ARTICLE 4  
PAYMENT**

**4.1 Payment to the Supplier**

- (a) The Supplier shall be entitled to invoice the City for each Order made by the City, on or at any time after Delivery.
- (b) Subject to ARTICLE 6, the City shall pay the Supplier in respect of each Order in accordance with Section 4.3, Schedule A and ARTICLE 8, following the receipt of an invoice relating to such Order prepared and delivered in accordance with Section 4.1(a), Section 4.2 and Section 4.3.
- (c) Notwithstanding any other provisions of this Agreement, the Supplier shall not be entitled to payment for any Supply that has not been performed in compliance with the provisions of this Agreement.

**4.2 Content of Invoices**

- (a) Each of the Supplier's invoices shall set out, at a minimum (and in such form or format as required by the City):
  - (i) the relevant Order number;
  - (ii) an itemized list of the amounts owing;
  - (iii) a description of the Products to which the invoice relates; and
  - (iv) the total amount payable under the invoice; and
  - (v) such other information as the City may require from time to time.
- (b) Any terms or conditions proposed by the Supplier to govern the Supply that are contained in any invoice (or in any shipping document, packing list or similar document) are void and of no effect, notwithstanding any statement in such document concerning the means by which the City may accept or be deemed to accept such terms or conditions.

**4.3 Procedure for Invoices**

- (a) The Supplier shall submit each of its invoices to the City, Attention: Accounts Payable, by email to [APinvoice@vancouver.ca](mailto:APinvoice@vancouver.ca), or to such other address as is specified in the relevant Order. The City shall thereafter pay the invoice within 30 days, provided the other requirements of this Agreement have been satisfied and subject to the other provisions hereof.
- (b) The City shall not be liable for any interest on any invoice amount in respect of any period for any reason.

#### 4.4 Currency of Payment

All prices stated herein are denominated in, all invoices hereunder shall be stated in, and all payments hereunder shall be made in, Canadian dollars.

#### 4.5 Set Off

Notwithstanding any provision to the contrary in this Agreement and without prejudice to any other remedy which the City may have (whether in common law or equity), the City shall be entitled to deduct from and set off against any sum(s) otherwise due to the Supplier hereunder any sums which are due from the Supplier to the City or which the Supplier is liable to pay to the City under this Agreement or in connection herewith (including without limitation any monies overpaid to the Supplier under this Agreement or otherwise due and payable to the City by reason of any error in payment under this Agreement).

### ARTICLE 5 LIABILITY AND INSURANCE

#### 5.1 Indemnification by the Supplier

- (a) The Supplier shall indemnify and keep indemnified and hold the City, the Other City Entities and their respective officials, officers, employees and agents harmless against all losses, liabilities, claims, demands, costs and expenses (including legal fees), fines, penalties or charges (including those imposed by statute or otherwise imposed), arising out of, in connection with or consisting of:
- (i) any loss or damage arising from a claim by any third party concerning or arising out of the Supply or the use of the Products, to the extent that such claim arises out of any negligence, wilful misconduct or failure to adhere to this Agreement by the Supplier or any of its Representatives;
  - (ii) any occupational illness, injury or death of any person, which occurs during, or as a result of, the Supply or the use of the Products, to the extent that such illness, injury or death is attributable to the acts or omissions of the Supplier or any of its Representatives or is attributable to a Product attribute, feature, defect or failure;
  - (iii) any other failure by the Supplier to fully comply with the provisions of this Agreement;
  - (iv) any defect in any of the Products or any failure of any Product or any failure of any Product to meet reasonable safety standards or applicable safety requirements;
  - (v) a breach by the Supplier or any Subcontractor of any Law in the course of, or as a result of, the provision of the Supply;
  - (vi) any actual or alleged infringement of any Intellectual Property Rights caused by the Supply or the use of the Products, and
  - (vii) any breach of the warranties of the Supplier contained herein.

- (b) Nothing in this Section 5.1 or otherwise in this Agreement shall limit or exclude any direct liability (whether in contract, tort, for breach of statutory duty or any other legal basis) of the Supplier to any person.
- (c) The Supplier appoints the City as the trustee of the Other City Entities and of their and the City's officials, officers, employees and agents in relation to the covenants of indemnification of the Supplier contained in this Section 5.1 and the City accepts such appointment.

## 5.2 Insurance

- (a) In addition to those mandatory insurance policies that the Supplier is required to carry by any applicable Laws, the Supplier shall take out and maintain in force, with a reputable insurance company, during the term of this Agreement and for a period of five years afterwards, commercial general liability insurance with coverage of not less than \$5 million per occurrence and at least \$5 million of annual aggregate coverage endorsing the City as an additional insured on a primary and non-contributory basis and providing a waiver of subrogation in favour of the City.
- (b) The Supplier shall ensure that any Subcontractors also maintain the same insurance as the Supplier, having regard to the obligations under this Agreement which they are contracted to fulfil.
- (c) The Supplier's liabilities under this agreement shall not be deemed to be released or limited by the Supplier taking out the insurance policies referred to in Section 5.2(a).
- (d) The cost of the insurances arising under this Section 5.2 shall be deemed to be incorporated into the prices specified in Schedule A.
- (e) As a condition precedent to any payment from the City to the Supplier under this Agreement, and as and when reasonably requested by the City, the Supplier shall provide documentary evidence (to the reasonable satisfaction of the City, including by completing the City's standard reporting documents used for this purpose) that the insurances required by this Section 5.2 have been taken out and are being maintained.

## ARTICLE 6 FORCE MAJEURE; TERMINATION

### 6.1 Force Majeure

- (a) No Party shall be deemed to be in breach of this Agreement or otherwise liable to another Party in any manner whatsoever for any failure or delay in performing its obligations under this Agreement reasonably due to Force Majeure.
- (b) If either Party's performance of its obligations under this Agreement is affected by an event of Force Majeure, then:
  - (i) it shall give written notice to the other Parties, specifying the nature and extent of the event of Force Majeure, as soon as reasonably practicable after becoming aware of the event of Force Majeure;
  - (ii) performance of such obligation(s) shall be deemed suspended but only for a period equal to the delay reasonably caused by such event;

- (iii) it shall not be entitled to payment from any of the other Parties in respect of extra costs and expenses incurred as a result of the event of Force Majeure; and
  - (iv) it shall use all reasonable diligence to mitigate the cause and the result of the event of Force Majeure and to remedy the situation and resume its obligations under this Agreement.
- (c) Notwithstanding the obligations of a Party affected by an event of Force Majeure pursuant to Section (b), if the event of Force Majeure renders it impossible or impractical for the Supplier to provide the Supply in accordance with this Agreement for a period of at least 30 days, the City may terminate this Agreement upon notice delivered to the Supplier at any time following the expiration of such period of 30 days.

## 6.2 Purchaser Termination Rights

The City shall have the following rights:

- (a) The City may terminate this Agreement at any time (and for its convenience) upon 30 days' written notice to the Supplier.
- (b) If the City reasonably considers that the Supplier is not discharging any of its material obligations under this Agreement, the City may inform the Supplier by notice stating the grounds for the notice. If evidence of remediation satisfactory to the City, is not received as soon as practicable or in any case within 10 days or such longer period as agreed by the Parties, the City may by a further notice to the Supplier of at least 10 days terminate this Agreement.
- (c) The City may terminate this Agreement with immediate effect if the Supplier becomes bankrupt or insolvent, goes into liquidation, has a receiver or administrator appointed over it or any of its assets of undertaking, enters into any arrangement for the benefit of its creditors, becomes the subject of any moratorium or carries on business under a receiver, trustee, manager or arrangement for the benefit of its creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events.

## 6.3 Supplier Termination Rights

After giving at least seven days' written notice to the City, the Supplier may terminate this Agreement when:

- (a) 90 days after the due date for payment of an invoice issued by the Supplier to the City hereunder, it has not received payment of that part which has not by that time been contested in writing by the City and provided always that:
  - (i) the Supplier has issued a notice of reminder to the City following the due date for payment in relation to such unpaid sum; and
  - (ii) the termination notice may not be issued until the expiry of 45 days following the issue of such reminder notice; or

- (b) the City commits any material persistent breaches of its obligations under this Agreement, which render performance by the Supplier of its obligations under this Agreement or a substantial part thereof impossible or significantly adversely affect such performance of this Agreement as a whole, and further which remain irremediable after 90 days.

#### 6.4 Consequences of Termination

- (a) Termination of this Agreement shall not prejudice or affect the accrued rights or claims and liabilities of the Parties.
- (b) After termination of this Agreement, the provisions of Section 3.7, ARTICLE 5, ARTICLE 7 and ARTICLE 9 shall remain in force.

### ARTICLE 7 RIGHTS AND OBLIGATIONS CONCERNING INFORMATION

#### 7.1 Freedom of Information and Protection of Privacy Act

The Supplier acknowledges that the City is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligations on the City's contractors to protect all personal information acquired from the City in the course of providing any service to the City.

#### 7.2 No Promotion

The Supplier shall not disclose or promote its relationship with the City, including by means of any oral declarations, announcements, sales literature, letters, client lists, press releases, brochures or other written materials, without, in each case, the express prior written consent of the City.

#### 7.3 Confidentiality Obligation

Each Party shall keep the Confidential Information of the other Party confidential and each Party shall not use such Confidential Information, except for the purpose of exercising or performing its rights and obligations under this Agreement or making use of the Products (a "Permitted Purpose"), or disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this ARTICLE 7.

#### 7.4 Disclosure to Representatives

A Party may disclose another Party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that it informs such Representatives of the confidential nature of the Confidential Information prior to disclosure, and at all times it is responsible for such Representatives' compliance with the confidentiality obligations set out in this ARTICLE 7.

#### 7.5 Disclosures Required by Law

A Party may disclose Confidential Information to the extent required by any applicable Laws or by any Competent Authority provided that, where legally permitted, it notifies the other Party before doing so, gives the other Party a reasonable opportunity to take any steps that such Party considers necessary to protect the confidentiality of that information, and notifies the

third person that the information is Confidential Information. In any event, a Party shall furnish only that portion of the Confidential Information which it is legally required to disclose and shall use its reasonable endeavours to obtain a protective order or other reliable assurance that the Confidential Information shall be accorded confidential treatment.

#### 7.6 Other Disclosures by the City

The City's obligations under this ARTICLE 7 are wholly subject to and qualified by, the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia) and, notwithstanding any other provision of this ARTICLE 7, the City may disclose Confidential Information in any manner compliant with such statute or otherwise in furtherance of its public role or duties, including in the course of publicly reporting to the Vancouver City Council.

### ARTICLE 8 TAXES

#### 8.1 Taxes for Own Accounts

Unless otherwise expressly stated in this ARTICLE 8, any Taxes becoming due and payable by either Party pursuant to any applicable Laws by either Party as a result of the entering into, the performance of obligations under or the taking of payment pursuant to this Agreement, shall be for the account of that Party, and for greater certainty the prices set forth in Schedule A include all such Taxes except for applicable Taxes arising under all sales, excise and value added tax legislation (including, without limitation, the *Excise Tax Act* (Canada) and similar Canadian provincial legislation) (collectively, "Sales Tax") as a result of the sale of the Supply within Canada hereunder, unless it is clearly stated that they are intended to be Sales Tax-inclusive.

#### 8.2 Withholding Taxes

- (a) Notwithstanding any other provision to the contrary, if the City considers it necessary to satisfy its obligations under any Law relating to Taxes, the City may:
  - (i) withhold an amount from a payment made to the Supplier; and
  - (ii) pay the withheld amount directly to the relevant Competent Authority.
- (b) If an amount withheld in accordance with Section 8.2(a) is paid by the City to the relevant Competent Authority, it is deemed to have been paid to the Supplier on the date on which the remainder of the payment to which it relates was paid to the Supplier.
- (c) The Supplier agrees and acknowledges that it has no claim against the City for any amounts withheld and paid to the relevant Competent Authority in accordance with Section 8.2(a).
- (d) If the City does not withhold an amount under Section 8.2(a) which it is required to withhold pursuant to any laws relating to Taxes, the Supplier agrees to pay that amount to the City, upon request by the City.
- (e) The Supplier agrees that the City shall not be required to increase any payment to the Supplier by the amount withheld by the City under Section 8.2(a).

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**ARTICLE 9  
DISPUTE RESOLUTION**

**9.1 Optional Procedure**

All claims, disputes or issues in dispute between the City and the Supplier in relation to this Agreement shall be decided by mediation or arbitration, if the Parties so agree in writing, or, failing any such agreement, by the courts of competent jurisdiction in the Province of British Columbia.

**9.2 Arbitration**

In the event that Parties agree to arbitration pursuant to Section 9.1:

- (a) the arbitration shall be conducted pursuant to the *Commercial Arbitration Act* (British Columbia) and 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 within the Province of British Columbia. The parties shall share equally the costs of the arbitration but shall be responsible for their own separate costs and expenses in relation to the arbitration including legal fees and disbursements; and
- (b) the arbitration shall take place in Vancouver, British Columbia and shall be governed by the laws of British Columbia.

**ARTICLE 10  
MISCELLANEOUS**

**10.1 Assignment**

- (a) The Supplier shall not assign this Agreement (including by operation of law) without the express prior written consent of the City.
- (b) If the Supplier is a company, then any change in the control of the company shall be deemed to constitute an assignment for the purposes of Section 10.1(a).
- (c) No assignment permitted by the City shall relieve the Supplier from any obligation under this Agreement or impose any liability upon the City.
- (d) The City may at any time and from time to time assign this Agreement, in whole or in part, upon notice to (and without the consent of) the Supplier.

**10.2 Subcontracting**

The Supplier may, on its own behalf and not on behalf of the City, engage a Subcontractor to assist in the performance of the Supply, provided that:

- (a) the engagement of such Subcontractor has been previously specifically approved by the City in writing;
- (b) such Subcontractor has given a written deed to the City in which it has undertaken to abide by the terms of this Agreement; and



- (c) the Supplier shall remain wholly liable for the due performance of its obligations under this Agreement and shall be wholly responsible for the acts and omissions of such Subcontractor.

**10.3 Time of the Essence**

Time is of the essence of this Agreement.

**10.4 Costs**

Each of the Parties hereto shall pay its respective legal fees and other costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed pursuant hereto and any other costs and expenses whatsoever and howsoever incurred.

**10.5 Benefit of this Agreement**

- (a) This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties hereto.
- (b) Except as expressly set forth in the foregoing Section 10.5(a) or Section 5.1, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Supplier.

**10.6 Entire Agreement**

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Parties in relation to the subject matter hereof other than as expressly set forth in this Agreement.

**10.7 Amendments and Waiver**

No modification of or amendment to this Agreement is valid or binding unless set forth in writing and fully executed by the Parties hereto and no waiver of any breach of any term or provision of this Agreement is effective or binding unless made in writing and signed by the Party purporting to give such waiver and, unless otherwise provided, is limited to the specific breach waiver.

**10.8 Notices**

- (a) Any Order, demand, notice or other communication to be given to a Party in connection with this Agreement must be given in writing and must be given by personal delivery to an authorized agent of a Party, or delivered by registered mail, by courier or by electronic transmission (with delivery confirmation), addressed to a Party as follows:
  - (i) if to the Supplier:  
  
<☐Supplier>  
<☐address>

Attention: <[REDACTED]>  
Facsimile: <[REDACTED]>

(ii) if to the City:

**City of Vancouver**, as represented by Board of Parks and Recreation  
453 West 12<sup>th</sup> Avenue  
Vancouver, BC V5Y 1V4

Attention: <[REDACTED]>  
Facsimile: <[REDACTED]>

or to such other address or facsimile number as may be designated by notice given by either Party to the other, provided that, notwithstanding the foregoing, the Supplier's invoices shall be addressed as specified in Section 4.3 or as otherwise specified in the relevant Order.

- (b) Any Order, demand, notice or other communication shall be conclusively deemed to have been given:
- (i) if given by personal delivery, on the day of actual delivery thereof;
  - (ii) if given by registered mail, on the tenth Business Day following the deposit thereof in the mail;
  - (iii) if given by courier, on the Business Day following confirmation by the courier that the notice has been delivered; and
  - (iv) if given by electronic transmission, on the day of transmittal thereof if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day.

Notwithstanding the foregoing, if the Party giving any demand, notice or other communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such order, demand, notice or other communication must not be mailed but must be given by personal delivery, courier or electronic transmission.

#### 10.9 Governing Law and Jurisdiction

- (a) This Agreement is governed by and must be construed in accordance with the laws of the Province of British Columbia.
- (b) All provisions of the *International Sale of Goods Act* (British Columbia) are specifically excluded from application to this Agreement.
- (c) This Agreement is subject to the exclusive jurisdiction of the courts in the Province of British Columbia except:
  - (i) as otherwise agreed by the Parties pursuant to ARTICLE 9; and

- (ii) to the extent necessary to enforce, in another jurisdiction, any decision or award made pursuant to ARTICLE 9 or any judgment of any court in the Province of British Columbia.

#### 10.10 Further Assurances

Each Party agrees to do all things and execute all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the provisions of this Agreement and the transactions contemplated by it.

#### 10.11 Severance

If any term or condition of this Agreement is for any reason held to be illegal, invalid, ineffective, inoperable or otherwise unenforceable, it shall be severed and deemed to be deleted from this Agreement and the validity and enforceability of the remainder of this Agreement shall not be affected or impaired thereby. If any term or condition of this Agreement is found to be illegal, invalid ineffective, inoperable or otherwise unenforceable, but would not be so if some part of it were deleted, the term or condition shall apply with such modifications as may be necessary to make it enforceable.

#### 10.12 Counterparts

This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A Party may execute this Agreement by signing any counterpart.

#### 10.13 Electronic Execution

Delivery of an executed signature page to this Agreement by either Party by electronic transmission shall be as effective as delivery of a manually executed copy of this Agreement by such party.

[The remainder of this page is intentionally left blank.]

10.14 Voluntary Agreement

THE SUPPLIER ACKNOWLEDGES AND DECLARES THAT IT HAS CAREFULLY CONSIDERED AND UNDERSTOOD THE TERMS OF THIS AGREEMENT, THAT IT HAS EITHER CONSULTED LEGAL COUNSEL OR WAIVED THE RIGHT TO DO SO, AND THAT IT IS EXECUTING THIS AGREEMENT VOLUNTARILY.

IN WITNESS WHEREOF this Agreement has been executed as of the day and year first above written by and on behalf of the Parties by their duly authorized signatories:

<SUPPLIER NAME>

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

CITY OF VANCOUVER, as represented by its Board of Parks and Recreation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

SCHEDULE A -  
PRODUCTS, PRICES & SPECIFICATIONS

FLOWER BULB QUANTITIES FOR 2014						
Item	Name	Variety	Quantity	Unit Price	Unit of Measure	Total Price
TULIPS						
1	Darwin Hybrid	Ad Rem	1500	\$	EA	\$
2	Darwin Hybrid	Apricot Impression	900	\$	EA	\$
3	Darwin Hybrid	Banja Luka	1150	\$	EA	\$
4	Darwin Hybrid	City of Vancouver	200	\$	EA	\$
5	Darwin Hybrid	Blue Ribbon	700	\$	EA	\$
6	Darwin Hybrid	Daydream	3300	\$	EA	\$
7	Darwin Hybrid	Garant	7000	\$	EA	\$
8	Darwin Hybrid	Golden Apeldoorn	2200	\$	EA	\$
9	Darwin Hybrid	Golden Oxford	750	\$	EA	\$
10	Darwin Hybrid	Jap Groot	800	\$	EA	\$
11	Darwin Hybrid	Lighting Sun	300	\$	EA	\$
12	Darwin Hybrid	Olioules	1200	\$	EA	\$
13	Darwin Hybrid	Orange Sun	1900	\$	EA	\$
14	Darwin Hybrid	Pink Impression	1650	\$	EA	\$
15	Darwin Hybrid	Queen of the Night	400	\$	EA	\$
16	Darwin Hybrid	White Clouds	400	\$	EA	\$
17	Darwin Hybrid	Worlds Favourite	3900	\$	EA	\$
18	Double	Abigail	800	\$	EA	\$
19	Double	Angelique	2500	\$	EA	\$
20	Double	Black Hero	750	\$	EA	\$
21	Double	Lilac Perfection	350	\$	EA	\$
22	Double	Margarita	0	\$	EA	\$
23	Double	Mondial	100	\$	EA	\$
24	Double	Monte Carlo	400	\$	EA	\$
25	Double	Montreux	550	\$	EA	\$
26	Double	Mt Tacoma	100	\$	EA	\$
27	Double	Orange Princess	200	\$	EA	\$
28	Double	Peach Blossom	600	\$	EA	\$
29	Double	Ramona	350	\$	EA	\$
30	Double	Uncle Tom	400	\$	EA	\$
31	Fosteriana	Albert Heyn	400	\$	EA	\$
32	Fosteriana	Orange Emperor	1700	\$	EA	\$
33	Fosteriana	Red Emperor	300	\$	EA	\$
34	Fosteriana	Sweetheart	100	\$	EA	\$
35	Fosteriana	White Emperor	900	\$	EA	\$
36	Fosteriana	Yellow Emperor	600	\$	EA	\$

SCHEDULE A - SUPPLY AGREEMENT (DRAFT)

37	Fringed Crispa	Blue Heron	100	\$	EA	\$
38	Fringed Crispa	Curley Sue	700	\$	EA	\$
39	Greigii	Fire of Love	100	\$	EA	\$
40	Greigii	Quebec	400	\$	EA	\$
41	Greigii	Red Riding Hood	0	\$	EA	\$
42	Greigii	Toronto	100	\$	EA	\$
43	Greigii	United States	0	\$	EA	\$
44	Kaufmanniana	Ancilla	400	\$	EA	\$
45	Kaufmanniana	Waterlily	100	\$	EA	\$
46	Lily Flowered	Ballerina	1900	\$	EA	\$
47	Lily Flowered	Burgundy	500	\$	EA	\$
48	Lily Flowered	Elegant Lady	300	\$	EA	\$
49	Lily Flowered	Mariette	450	\$	EA	\$
50	Lily Flowered	Pretty Woman	750	\$	EA	\$
51	Lily Flowered	Purple Dream	150	\$	EA	\$
52	Lily Flowered	Red Shine	600	\$	EA	\$
53	Lily Flowered	Tres Chic	550	\$	EA	\$
54	Lily Flowered	West Point	1000	\$	EA	\$
55	Multiflowered	Antoinette	1050	\$	EA	\$
56	Multiflowered	Purple Bouquet	100	\$	EA	\$
57	Parrot	Green Wave	300	\$	EA	\$
58	Single Early	Apricot Beauty	350	\$	EA	\$
59	Single Early	Candy Prince	300	\$	EA	\$
60	Single Early	Christmas Marvel	2000	\$	EA	\$
61	Single Early	Diane	600	\$	EA	\$
62	Single Early	General de Wet	400	\$	EA	\$
63	Single Early	Mickey Mouse	1800	\$	EA	\$
64	Single Early	Purple Prince	1900	\$	EA	\$
65	Single Early	Yokohama	600	\$	EA	\$
66	Single Late	Blushing Beauty	500	\$	EA	\$
67	Single Late	Esther	600	\$	EA	\$
68	Single Late	Jaap Groot	800	\$	EA	\$
69	Single Late	Menton	200	\$	EA	\$
70	Single Late	Queen of the Night	300	\$	EA	\$
71	Species	Chrysantha	200	\$	EA	\$
72	Species	Dasystemon Tarda	200	\$	EA	\$
73	Species	Lilac Wonder	200	\$	EA	\$
74	Species	Little Beauty	1250	\$	EA	\$
75		Praestans Fusillier	100	\$	EA	\$
76	Species	Praestans Tubergen	400	\$	EA	\$
77	Species	Praestans Unicum	400	\$	EA	\$
78	Species	Turkestanica	50	\$	EA	\$
79	Triumph	Atilla	1700	\$	EA	\$
80	Triumph	Barcelona	1200	\$	EA	\$
81	Triumph	Bastogne	5450	\$	EA	\$

**SCHEDULE A - SUPPLY AGREEMENT (DRAFT)**

82	Triumph	Blue Ribbon	500	\$	EA	\$
83	Triumph	Brown Sugar	2000	\$	EA	\$
84	Triumph	Calgary	650	\$	EA	\$
85	Triumph	Coleur Cardinale	100	\$	EA	\$
86	Triumph	Don Quichotte	1800	\$	EA	\$
87	Triumph	Gavota	2100	\$	EA	\$
88	Triumph	Innuendo	700	\$	EA	\$
89	Triumph	Inzell	600	\$	EA	\$
90	Triumph	Jackpot	500	\$	EA	\$
91	Triumph	Jan Reus	1750	\$	EA	\$
92	Triumph	Jimmy	750	\$	EA	\$
93	Triumph	King's Orange	100	\$	EA	\$
94	Triumph	Magic Lavender	50	\$	EA	\$
95	Triumph	Mistress	100	\$	EA	\$
96	Triumph	Negrita	6150	\$	EA	\$
97	Triumph	Orange Cassini	1600	\$	EA	\$
98	Triumph	Oscar	200	\$	EA	\$
99	Triumph	Passionale	600	\$	EA	\$
100	Triumph	Purple Flag	500	\$	EA	\$
101	Triumph	Raika	1550	\$	EA	\$
102	Triumph	Red Present	200	\$	EA	\$
103	Triumph	Ronaldo	650	\$	EA	\$
104	Triumph	Shirley	1300	\$	EA	\$
105	Triumph	Shirley Dream	200	\$	EA	\$
106	Triumph	Strong Gold	2600	\$	EA	\$
107	Triumph	Veronique Sanson	500	\$	EA	\$
108	Triumph	Yellow Present	500	\$	EA	\$
109	Viridiflora	China Town	600	\$	EA	\$
110	Viridiflora	Flaming Spring Green	250	\$	EA	\$
111	Viridiflora	Golden Artist	0	\$	EA	\$
112	Viridiflora	Spring Green	1900	\$	EA	\$
<b>Tulip Bulbs Total</b>			<b>101400</b>	<b>\$</b>	<b>EA</b>	<b>\$</b>
<b>NARCISSUS</b>						
113	Narcissus	Actea	500	\$	EA	\$
114	Narcissus	Ambergate	100	\$	EA	\$
115	Narcissus	Avalon	600	\$	EA	\$
116	Narcissus	Baby Moon	1100	\$	EA	\$
117	Narcissus	Barret Browning	500	\$	EA	\$
118	Narcissus	Bell Song	200	\$	EA	\$
119	Narcissus	Carlton	200	\$	EA	\$
120	Narcissus	Centanees	1200	\$	EA	\$
121	Narcissus	<b>Fidelity</b>	1000	\$	EA	\$
122	Narcissus	February Gold	800	\$	EA	\$
123	Narcissus	Fortissimo	3900	\$	EA	\$
124	Narcissus	Fragrant Rose	200	\$	EA	\$

**SCHEDULE A - SUPPLY AGREEMENT (DRAFT)**

125	Narcissus	Golden Bells	300	\$	EA	\$
126	Narcissus	Ice Follies	2500	\$	EA	\$
127	Narcissus	Jack Snipe	600	\$	EA	\$
128	Narcissus	Jet Fire	2050	\$	EA	\$
129	Narcissus	King Alfred	350	\$	EA	\$
130	Narcissus	Lemon Beauty	200	\$	EA	\$
131	Narcissus	Minnow	900	\$	EA	\$
132	Narcissus	Missouri	2100	\$	EA	\$
133	Narcissus	Mount Hood	300	\$	EA	\$
134	Narcissus	Obdam	2900	\$	EA	\$
135	Narcissus	Orangerie	600	\$	EA	\$
136	Narcissus	Pacific Coast	700	\$	EA	\$
137	Narcissus	Pink Parasol	1200	\$	EA	\$
138	Narcissus	Pipit	450	\$	EA	\$
139	Narcissus	Poeticus recurvis	800	\$	EA	\$
140	Narcissus	Quail	600	\$	EA	\$
141	Narcissus	Pacific Coast	200	\$	EA	\$
142	Narcissus	Precocious	0	\$	EA	\$
143	Narcissus	Rijnveld's Early Sensation	200	\$	EA	\$
144	Narcissus	Rip van Winkle	1000	\$	EA	\$
145	Narcissus	Sailboat	550	\$	EA	\$
146	Nrcissus	Segovia	300	\$	EA	\$
147	Narcissus	Sound	900	\$	EA	\$
148	Narcissus	Suzy	500	\$	EA	\$
149	Narcissus	Tahiti	1200	\$	EA	\$
150	Narcissus	Tete a tete	1350	\$	EA	\$
151	Narcissus	Thalia	6600	\$	EA	\$
152	Narcissus	Toto	950	\$	EA	\$
153	Narcissus	Vanilla Peach	900	\$	EA	\$
154	Narcissus	White Medal	100	\$	EA	\$
155	Narcissus	Yellow Cheerfulness	5200	\$	EA	\$
156	Narcissus	Ziva	500	\$	EA	\$
<b>Narcissus Bulbs Totals</b>			<b>47300</b>	<b>\$</b>	<b>EA</b>	<b>\$</b>
<b>HYACINTH</b>						
157	Hyacinth	Amethyst	1500	\$	EA	\$
158	Hyacinth	Anna Marie	3150	\$	EA	\$
159	Hyacinth	Apricot Passion	100	\$	EA	\$
160	Hyacinth	Blue Jacket	900	\$	EA	\$
161	Hyacinth	Blue Pearl	200	\$	EA	\$
162	Hyacinth	Carnegie	550	\$	EA	\$
163	Hyacinth	City of Haarlem	950	\$	EA	\$
164	Hyacinth	Delft Blue	450	\$	EA	\$
165	Hyacinth	Jan Bos	300	\$	EA	\$
166	Hyacinth	Kohinor	350	\$	EA	\$



SCHEDULE A - SUPPLY AGREEMENT (DRAFT)

167	Hyacinth	Kronos	50	\$	EA	\$
168	Hyacinth	Peter Stuyvesant	1725	\$	EA	\$
169	Hyacinth	Purple Sensation	200	\$	EA	\$
170	Hyacinth	Woodstock	4300	\$	EA	\$
Hyacinth Bulbs Totals			14725	\$	EA	\$
<b>MISCELLANEOUS</b>						
171	Allium	Atropurpureum	175	\$	EA	\$
172	Allium	Christophii	10	\$	EA	\$
173	Allium	Fireworks Mix	250	\$	EA	\$
174	Allium	Giganteum	440	\$	EA	\$
175	Allium	Globemaster	139	\$	EA	\$
176	Allium	Graceful	100	\$	EA	\$
177	Allium	Hair	75	\$	EA	\$
178	Allium	Mount Everest	150	\$	EA	\$
179	Allium	Purple Sensation	450	\$	EA	\$
180	Allium	Schubertii	235	\$	EA	\$
181	Allium	Sphaerocephalon	256	\$	EA	\$
182	Anemone	Blue Poppy	5245	\$	EA	\$
183	Anemone	Blue Star	300	\$	EA	\$
184	Anemone	Lord Lieutenant	225	\$	EA	\$
185	Anemone	Rosea	300	\$	EA	\$
186	Anemone	Sylphide	890	\$	EA	\$
187	Anemone	White Splendor	2000	\$	EA	\$
188	Arum	Italicum	25	\$	EA	\$
189	Camassia Quamash	Blue Melody	300	\$	EA	\$
190	Camassia Quamash	Leichtlinii alba	200	\$	EA	\$
191	Camassia Quamash	Leichtlinii suksdorf II	100	\$	EA	\$
192	Camassia Quamash	Quamash (Esculenta)	1000	\$	EA	\$
193	Chionodoxa Luciliae	Forbesii	750	\$	EA	\$
194	Crocus	Advance	700	\$	EA	\$
195	Crocus	Barr's Purple	850	\$	EA	\$
196	Crocus	Blue Pearl	400	\$	EA	\$
197	Crocus	Cream Beauty	600	\$	EA	\$
198	Crocus	Chrysanthus Mix	3500	\$	EA	\$
199	Crocus	Gypsy Girl	900	\$	EA	\$
200	Crocus	Orange Monarch	1100	\$	EA	\$
201	Crocus	Purple	900	\$	EA	\$
202	Crocus	Ruby Giant	500	\$	EA	\$
203	Crocus	Siberii Tricolor	1200	\$	EA	\$
204	Crocus	Snow Bunting	200	\$	EA	\$
205	Crocus	Snow mixture	200	\$	EA	\$

SCHEDULE A - SUPPLY AGREEMENT (DRAFT)

206	Crocus	Striped Beauty	500	\$	EA	\$
207	Crocus	Vanguard	1000	\$	EA	\$
208	Crocus	Yellow Mammoth	500	\$	EA	\$
209	Crocus	Zwanenburg Bronze	500	\$	EA	\$
210	Cyclamen	Neapolitanum	165	\$	EA	\$
211	Dracunculus	Vulgaris	75	\$	EA	\$
212	Eremurus	Bungei	202	\$	EA	\$
213	Eremurus	Cleopatra	105	\$	EA	\$
214	Eremurus	Himalaicus	145	\$	EA	\$
215	Eremurus	Robustus	110	\$	EA	\$
216	Eranthus	Hyemalis	350	\$	EA	\$
217	Erythronium	Pagoda	925	\$	EA	\$
218	Erythronium	White Beauty	175	\$	EA	\$
219	Fritillaria	Beethoven	100	\$	EA	\$
220	Fritillaria	Elwesii	100	\$	EA	\$
221	Fritillaria	Imperialis Aurora	8	\$	EA	\$
222	Fritillaria	Imperialis Lutea Maxima	1427	\$	EA	\$
223	Fritillaria	Imperialis Striped Beauty	215	\$	EA	\$
224	Fritillaria	Imperialis Rubra Maxima	845	\$	EA	\$
225	Fritillaria	Imperialis Prolifera	0	\$	EA	\$
226	Fritillaria	Meleagris mixed	720	\$	EA	\$
227	Fritillaria	Persica	1000	\$	EA	\$
228	Fritillaria	Vivaldi	575	\$	EA	\$
229	Galanthus	Flore Pleno	400	\$	EA	\$
230	Galanthus	Nivalis	1400	\$	EA	\$
231	Galanthus	Woronowii	800	\$	EA	\$
232	Hermodactylus	Tuberosa	150	\$	EA	\$
233	Iris	Amber Beauty	50	\$	EA	\$
234	Iris	Bucharica	200	\$	EA	\$
235	Iris	Crown Jewel	50	\$	EA	\$
236	Iris	Danfordiae	250	\$	EA	\$
237	Iris	Eye of the Tiger	600	\$	EA	\$
238	Iris	Harmony	200	\$	EA	\$
239	Iris	Lion King	50	\$	EA	\$
240	Iris	Pallida variegata	100	\$	EA	\$
241	Iris	Red Amber	500	\$	EA	\$
242	Lycoris	Radiata	50	\$	EA	\$
243	Muscari	Armeniacum Blue Spike	1500	\$	EA	\$
244	Muscari	Comosum Plumosum	700	\$	EA	\$
245	Muscari	Latifolium	3350	\$	EA	\$
246	Muscari	Neglectum	10000	\$	EA	\$
247	Muscari	Paradoxum	1400	\$	EA	\$

SCHEDULE A - SUPPLY AGREEMENT (DRAFT)

248	Muscari	Pink Surprise	5000	\$	EA	\$
249	Muscari	Valerie Finnis	1200	\$	EA	\$
250	Muscari	White Magic	700	\$	EA	\$
251	Scilla	Peruviana	750	\$	EA	\$
<b>Miscellaneous Bulbs Totals</b>			<b>63807</b>	<b>\$</b>	<b>EA</b>	<b>\$</b>
<b>GRAND TOTAL OF BULBS FOR 2014</b>						
			<b>227232</b>	<b>TOTAL PRICE</b>	<b>\$</b>	

SCHEDULE B -  
PRODUCT SPECIFICATIONS

PLEASE REFER TO SCHEDULE A FOR THE NAMES AND VARIETIES OF EACH BULB

REQUEST FOR QUOTATIONS No. PS20140581  
SUPPLY AND DELIVERY OF FLOWER BULBS  
APPENDIX 4 - INSURANCE CERTIFICATE

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APPENDIX 4 - INSURANCE CERTIFICATE

SEE ATTACHED - TO BE INCLUDED IN SUBMISSION



**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, 453 W 12<sup>th</sup> Avenue, Vancouver, BC, V5Y 1V4  
and certifies that the insurance policy (policies) as listed herein has/have been issued to the Named Insured and is/are in full force and effect.

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

**BUSINESS TRADE NAME or DOING BUSINESS AS**

**BUSINESS ADDRESS**

**DESCRIPTION OF OPERATION**

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

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

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

Including the following extensions:	INSURER _____
√ Personal Injury	POLICY NUMBER _____
√ Property Damage including Loss of Use	POLICY PERIOD From _____ to _____
√ Products and Completed Operations	<b>Limits of Liability (Bodily Injury and Property Damage Inclusive) -</b>
√ 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 _____	<b>Limits of Liability -</b>
POLICY NUMBER _____	Combined Single Limit \$ _____
POLICY PERIOD From _____ to _____	<i>If vehicles are insured by ICBC, complete and provide Form APV-47.</i>

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

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

7. **PROFESSIONAL LIABILITY INSURANCE**

INSURER _____	<b>Limits of Liability</b>
POLICY NUMBER _____	Per Occurrence/Claim \$ _____
POLICY PERIOD From _____ to _____	Aggregate \$ _____
	Deductible Per Occurrence/Claim \$ _____

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

8. **OTHER INSURANCE**

TYPE OF INSURANCE _____	<b>Limits of Liability</b>
INSURER _____	Per Occurrence \$ _____
POLICY NUMBER _____	Aggregate \$ _____
POLICY PERIOD From _____ to _____	Deductible Per Loss \$ _____
TYPE OF INSURANCE _____	<b>Limits of Liability</b>
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**