



INVITATION TO TENDER (“ITT”) No. PS08035

SUPPLY AND DELIVERY OF ENERGY CENTRE BOILERS

Tenders are to be addressed to the Office of the City Clerk, and delivered to the Courier Delivery Drop-Off Office, 1st Floor, Vancouver City Hall, 453 West 12th Avenue, Vancouver, British Columbia, Canada, V5Y 1V4 prior to the Closing Time: 3:00:00 P.M. Vancouver Time (as defined in Note 2 below), Tuesday, April 8, 2008 and opened publicly Wednesday, April 9, 2008 at 11:00:00 A.M. at Committee Room 2, 3rd Floor, Vancouver City Hall.

NOTES:

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

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

Wendy Corneau B.Sc, Contracting Specialist

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

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PART A - INSTRUCTIONS TO TENDERERS**

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

1.0 Description of Requirement

- 1.1 Tenderers are invited for the supply and delivery of Energy Centre Boilers in accordance with the Requirements of this ITT for the City of Vancouver (the "City") Energy Centre for the Neighbourhood Energy Utility.
- 1.2 Tenderers are to submit Tenders for the full Requirements only. Partial responses may be put aside and given no consideration.
- 1.3 The City will only consider Tenders for complete units ("Units") as described in Appendix 4 - *Detailed Equipment Specifications and Compliance Matrix*.
- 1.4 Tenderers should advise by facsimile or e-mail that they intend to submit a Tender by completing and submitting Appendix 1 - *Response Notification Form* to the fax or e-mail address listed on the Cover Page of this ITT on or before the Response Notification Deadline (as defined in Appendix 1 - *Response Notification Form*).

2.0 Contract Term

- 2.1 The Term of any Contract awarded as a result of this ITT will start on the Effective Date and not expire until after the expiry of any applicable warranty period(s).

3.0 Pricing

- 3.1 Pursuant to Part A - Section 11.2, Tenders are irrevocable and therefore the pricing within the Tender is also irrevocable and may not be withdrawn or altered after the Closing Time.
- 3.2 Prices are to be quoted in Canadian currency (F.O.B. destination to the Delivery Site(s), with all freight, unloading at destination, import duties, brokerage, royalties, handling, overhead, profit and all other costs included, but excluding the GST and PST).

4.0 Inquiries and Clarifications

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

5.0 Conduct of the Contract

- 5.1 The City's Manager - Materials Management shall have the conduct of the ITT on behalf of the City and will be the City's Designated Representative under the Contract.

6.0 Inspection of Site - Intentionally Omitted

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7.0 Submission of Tender

- 7.1 The response to this ITT with all accompanying schedules, appendices or addenda submitted by the Tenderer will be received up to the Closing Time. Tenders are to be submitted utilizing Part E - Tender Form of this ITT and then enclosed in a sealed envelope or package, marked with the Tenderer's name and the ITT title and number.
- 7.2 Tenderers are to submit their Tenders in the following format:
- (a) Part E - Tender Form;
 - (b) Documents Required pursuant to Table on First Page of Tender Form;
 - (c) Appendix 2 - Certificate of Existing Insurance; and
 - (d) Appendix 4 - Detailed Equipment Specifications and Compliance Matrix.
- 7.3 Tenders received after the Closing Time or in locations other than the Courier Delivery Drop-Off Office noted on the cover page of this ITT, may or may not be accepted and may be returned unopened. The City may elect to extend the Closing Time.
- 7.4 The Tenderer shall submit four (4) hard copies and one (1) CD-ROM copy of its Tender in accordance with the instructions stated in this ITT.
- 7.5 Tenders are to be submitted in English.
- 7.6 The Tenderer is to enter its corporate or legal business name on the first page of Part E -Tender Form. The Tender Form is to be signed in the place provided by an authorized signatory of the Tenderer. All other pages of the Tender Form are to be initialled by the authorized signatory in the spaces provided.
- 7.7 Amendments to a Tender may only be submitted if delivered in writing prior to the Closing Time in a sealed envelope or package, marked with the Tenderer's name and the ITT title and number.
- 7.8 Tenders are irrevocable after the Closing Time and so may only be withdrawn by written notice duly signed by the Tenderer's authorized signatory delivered to the office of the City Clerk prior to the Closing Time.
- 7.9 All costs associated with the preparation and submission of the Tender, including any costs incurred by the Tenderer after the Closing Time, will be borne solely by the Tenderer.
- 7.10 By submitting a Tender, the Tenderer acknowledges and agrees that the liability of the City in connection with the ITT, the conduct or outcome of the ITT, all related processes, decisions and procedures, and any and all duties and obligations in connection with all of the foregoing, is limited in the aggregate to the maximum of \$1,000 (for any and all claims by the Tenderer combined with any and all claims of all other Tenderers and any and all other claimants in connection with the ITT), and that if payment is made by the City into Court (or into trust, for the benefit of all Tenderers

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and other such claimants, with a law firm reasonably selected for the purpose) of the said sum of \$1,000, then:

- a) that will be sufficient to fully release and discharge the City from all further liability; and
- b) the Tenderer will, upon the request from time to time of the City, execute and deliver a release (in such form as the requesting party may reasonably prescribe).

8.0 Bid and Performance Security

8.1 No bid security is required as part of this ITT.

8.2 The Tenderer shall include with its Tender proof of ability to provide a Letter of Credit in the amount(s) set out in Part C - Special Conditions - Section 1.0 "Proof of Ability to Provide Letter of Credit and Insurance".

9.0 Declaration - No conflict of Interest/ No Collusion

9.1 Declaration as to Conflict of Interest

The Tenderer now confirms and warrants that there is no officer, director, shareholder, partner or employee or other person related to the Tenderer's organizations (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is:

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

such that there would be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of its Tender by the City, except as set out in Part E - Form of Tender, Section 1.2.

9.2 Declaration as to Collusion

The Tenderer now confirms and warrants that:

- (a) the Tenderer has no affiliation, whether legal or financial, with any other entity which is in the business of providing the same type of goods, materials, Products, equipment and/or services which are the subject of this ITT; and
- (b) the Tenderer is not competing within this ITT process with any entity which it is legally or financially associated or affiliated,

except as set out Part E - Form of Tender, Section 1.3.

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10.0 Evaluation of Tenders

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

11.0 Acceptance and Rejection of Tenders

- 11.1 Notwithstanding any other provision in the ITT documents, the City has in its sole discretion, the unfettered right to:
- a) accept any Tender;
 - b) reject any Tender;

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- c) reject all Tenders;
 - d) accept a Tender which is not the lowest Tender;
 - e) accept a Tender that deviates from the Requirements, Specifications or the conditions specified in this ITT;
 - f) reject a Tender even if it is the only Tender received by the City;
 - g) accept all or any part of a Tender; and
 - h) split the Requirements between one or more Tenderers.
- 11.2 All Tenders are irrevocable and remain open for acceptance for one hundred and twenty (120) days after the Closing Time, whether or not another Tender has been accepted.
- 11.3 Any deviations from the Requirements, Specifications or the conditions specified in this ITT, must be clearly stated in the Tender. The City will be the sole judge as to what constitutes an acceptable Tender deviation. If no deviations are indicated in the Tender, the Tender constitutes a legally binding offer by the Tenderer to perform in full compliance with the Requirements, Specifications and conditions of this ITT.
- 11.4 The City may waive any non-compliance with the ITT, the Requirements, the Specifications, or any conditions, including the timing of delivery of anything required by this ITT and may elect to retain for consideration Tenders which are non-conforming, which do not contain the content or form required by the ITT or which have not complied with the ITT process for submission.

12.0 Award of Contract

- 12.1 Award of a Contract is contingent on funds being approved and the contract award being made by City Council, if applicable.
- 12.2 The City will notify the successful Tenderer(s) in writing that it has been awarded the Contract by issuing a Notice of Award.
- 12.3 The Notice of Award and subsequent purchase order terms and conditions, excluding the provision titled "The City's Offer", will apply unless otherwise agreed in writing by the City.
- 12.4 The Notice of Award, Tender, ITT, purchase order(s), and such other documents including all amendments or addenda, will form the basis for the Contract between the Contractor and the City. In the event of a conflict between any of the Contract Documents, the following documents will take precedence and govern over each other in the following order of priority from highest to lowest:
- a) the Notice of Award;
 - b) subject to Section 12.3, the City's purchase order including the standard purchase order terms and conditions (which may be downloaded from www.city.vancouver.ca/bid/terms.htm);
 - c) any mutually agreed to written amendments between the Tenderer and the City;
 - d) the Tender; and

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e) the ITT and any subsequent addenda.

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

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

13.0 Quantities

13.1 The quantities stated in this ITT are the City's best estimates of its Requirements and should not be relied on. Actual quantities may vary.

14.0 Brand Names

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

15.0 Alternates and/or Variations to Specifications

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

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

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

15.4 The City is not obligated to accept any alternatives.

15.5 The City will determine what constitutes allowable variations.

16.0 Environmental Responsibility

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

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

17.0 Named Sub-contractors

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

17.2 The City may or may not reject Tenders from any Tender that proposes to sub-contract all or substantially all of the Requirements.

18.0 Access to/Ownership of Tender Information

18.1 ITT Documents Remain/Tender Becomes - City's Property

(a) All Tender packages and addenda provided to the Tenderer by the City remain the property of the City and must be returned to the City upon request.

(b) The documentation containing the Tender, once submitted to the City, becomes the property of the City, and the City is under no obligation to return the Tender.

18.2 Tenderer's Submission Confidential

Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia) and the City's full right to publicly disclose any and all aspects of the Tender in the course of publicly reporting to the Vancouver City Council on the Invitation to Tender results or announcing the results of the Tenders to the Tenderer, the City will treat all material and information expressly submitted by the Tenderer (and the City's evaluation of it) in confidence in substantially the same manner as it treats its own confidential material and information.

The Tenderer now irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the City in evaluating its Tender (and any other submissions) and now agrees that under no circumstances will it make any application to the City for disclosure of any records pertaining to the receipt, evaluation or selection of its Tender (or any other submissions) including, without limitation, records relating only to the Tenderer.

18.3 All City Data/Information is Confidential

The Tenderer will not divulge or disclose to any third parties any information concerning the affairs of the City which may be communicated to the Tenderer at any time (whether before or after the Closing Time). Recognizing the need for confidentiality of the City's data, files and other confidential information, the Tenderer will not use, exploit or divulge or disclose to third parties any confidential or proprietary information of the City of which the Tenderer may gain knowledge in connection with or in the course of discussions or negotiations with the City.

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All material and information that has or will come into the Tenderer's possession or knowledge in connection with this Tender process is confidential and may not be disclosed or utilized in any way except in accordance with this Invitation to Tender.

18.4 Disclosure Requires Prior Consent

The Tenderer may not divulge any information respecting the Tender process to any third party without the prior written consent of the City, which consent may be arbitrarily withheld unless it is information which the City has already made public or has been required to disclose pursuant to the *Freedom of Information and Protection of Privacy Act* (British Columbia).

18.5 Declaration of Confidentiality

The Tenderer now declares and agrees that, except for the information disclosed by the City in the course of publicly reporting to the Vancouver City Council or any public tender opening:

- (a) the information supplied by the Tenderer in response to this Invitation to Tender is expressly provided in strict confidence;
- (b) any records made of the evaluation of the Tenderer's Tender and all other submissions will be the property of, and private to, the City and will not be disclosed to the Tenderer nor anyone else;
- (c) the disclosure of the information in items (a) and (b) above to anyone outside of the City's staff would reveal the Tenderer's trade secrets or proprietary commercial information concerning its private business affairs; and
- (d) the disclosure of the information in items (a) and (b) above, could reasonably be expected to harm the Tenderer's competitive position, harm the City's ability to engage in competitive procurement of goods, materials, Products, equipment and services, and result in undue financial loss to the Tenderer and/or the City.

19.0 Special Conditions

- 19.1 Where Special Conditions are attached to this ITT and they conflict in any way with any other part of this ITT, the Special Conditions shall take precedence.

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PART B - GENERAL CONDITIONS

1.0 Definitions

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

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

“Business Day” means a weekday (Monday to Friday) that is not a “holiday” as defined in the *Interpretation Act* (British Columbia);

“City” means the City of Vancouver, a municipal corporation continued pursuant to the *Vancouver Charter*;

“City’s Designated Representatives” means the City’s employees or representatives who are authorized in writing to deal with the Contractor on behalf of the City in connection with the goods, materials, equipment and services or to make decisions in connection with the Contract, and includes the person or person holding the title set out in Part A - Section 5.0 - *Conduct of the Contract*;

“Closing Time” means the closing date, time, and place as set out on the title page of this ITT;

“Contract” means the agreement formed between the City and the Contractor as evidenced by the City’s issuance of a Notice of Award;

“Contract Documents” means the ITT, any Amendments or Addenda issued pursuant to this ITT, the Contractor’s Tender, any City purchase order, and any changes to the foregoing agreed to in writing by the parties;

“Contract Price” means the price(s) for the Products and Work set out in the Tender Form;

“Contractor” means the successful Tenderer (whether an individual, partnership, corporation or combination of same, including joint venturers) who or which executes the Tender which is then accepted in writing by the City;

“Delivery Date” means the date(s) on which the City requires the Contractor to deliver the goods, materials, Products or equipment to the City’s Delivery Site(s);

“Delivery Site” means City of Vancouver, Neighbourhood Energy Utility, Energy Centre, 1890 Spyglass Place, Vancouver, British Columbia;

“Effective Date” means that date which is 7 days after the date of award of this Contract by the City to the Contractor;

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

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

“ITT” means this Invitation to Tender including, but not limited to: Part A - Instructions to Tenderers; Part B - General Conditions; Part C - Special Conditions; Part D - Requirements; Part E - Tender Form; Appendix 1 - Response Notification Form; Appendix 2 - Tenderer’s Certificate of Existing Insurance; Appendix 3 - Contractor’s Certificate of Insurance; Appendix 4 - Detailed Equipment Specifications and Compliance Matrix; any additional attachments listed in the Table of Contents; and any amendments, addenda, and/or clarifications pertaining to this ITT that may be issued prior to the Closing Time;

“Letter of Credit” means the security for performance required to be posted by the Contractor pursuant to Part B - General Conditions - Section 20.9 and the Notice of Award;

“Minimum Warranty Period” means the period of time starting on the Effective Date and expiring one year after the Warranty Start Date for the last Unit delivered to and accepted by the City under this Contract;

“Notice of Award” means the document duly signed by an authorized signatory for the City evidencing the City’s acceptance of the successful Tenderer’s Tender by way of a signed copy of the “Acceptance” portion of Part E - Tender Form;

“Product” means, depending on the context, one or more Units;

“PST” means British Columbia provincial sales tax administered under the *Social Service Tax Act* and any successor tax or levy therefor in force from time-to-time;

“Requirements” means all of the Specifications, requirements and obligations of the Contractor set out in this ITT;

“Security Clearance” means that level of security clearance required by the City or its police department for Contractor personnel accessing the information or premises required to be accessed in order to perform the Work under this Contract;

“Specifications” means that part of the Requirements set out in the requirements noted in Appendix 4 - *Detailed Equipment Specifications and Compliance Matrix* and Specification 15510 Hot Water Boiler System;

“Tender” means an offer submitted by the Tender in response to this ITT and in substantial compliance with this ITT;

“Tenderer” means the individual, partnership, corporation or combination of same, including joint venturers, who or which are named as such on the first page of Part E - Tender Form;

“Unit” means one (1) complete Energy Centre Boiler in accordance with the Requirements for each of the boiler types described in Appendix 4 (i.e. Boiler No.1, Boiler No. 2, and Boiler No. 3);

“Warranty” refers to the warranty set out in Section 14.0 - *Warranty* of these General Conditions;

“Warranty Start Date” has the meaning set out in Section 14.5 of these General Conditions;

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“WorkSafeBC” means the Workers Compensation Board, a provincial Crown corporation created pursuant to the *Workers Compensation Act* (British Columbia);

“WorkSafeBC Rules” means the *Workers Compensation Act* (British Columbia), including without limitation, the *Occupational Health & Safety Regulation* enacted pursuant to such Act, all as such Act or Regulations are amended or re-enacted from time to time;

“Work” means all the labour, materials, equipment, supplies, services and other items necessary for the execution, completion and fulfilment of the Requirements, including delivery of the Products;

“Work Schedule” means those Requirements which relate to the dates and times by which the Contractor is required to complete the Work and deliver the Products; and

“Work Site” means the site where the Work is being performed.

2.0 Notices

- 2.1 Any notice required to be given in regards to the Contract(s) shall be given in writing and if addressed to the City will be sent to the civic address, fax number or e-mail address provided by the City from time to time for the City’s Designated Representative, and if to the Contractor will be sent to the civic address, fax number, or e-mail address set out in its Tender or otherwise provided by the Contractor from time to time.
- 2.2 No notice will be deemed to have been received by the recipient unless and until its receipt is acknowledged by the recipient or, alternatively, is delivered by hand or sent by registered mail to the civic address (in which case it will be deemed to have been received on the first business day after its actual receipt or arrival at such civic address).

3.0 Assignment

- 3.1 Neither the Tender nor the Contract (nor any of the rights of payment under the Contract Documents) may be assigned, sub-let, or otherwise disposed of or transferred in any way nor in whole or in part by the Contractor (except as expressly named and disclosed in the Section 5.1 of the Tender Form or expressly permitted pursuant to Section 5.0 below) without the prior written consent of the City, which consent may be arbitrarily withheld.
- 3.2 In the event that the City consents to any such assignment or other disposition, the Contractor will not be relieved of any of its obligations under the Contract and will remain fully liable under the Contract to perform the Requirements.

4.0 Independent Contractor

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

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5.0 Sub-Contractors

- 5.1 Subject to Section 5.2, the Contractor will not assign, sublet, subcontract, or let out as task work any part of the Requirements to any third party, without in each case the prior written consent of the City which consent the City may arbitrarily withhold.
- 5.2 Despite Section 5.1 above, the Contractor may utilize those sub-contractors expressly named in Section 5.1 of the Tender Form but only for the “Area of Responsibility” set out beside their name, provided always that the Contractor may not substitute or replace those sub-contractors, or permit those sub-contractors to further assign, sublet, subcontract, or let out as task work their obligations under the Contract Documents, except in accordance with Section 5.1 above.
- 5.3 If the City should consent to any such assignment, subletting or letting out as task work of all or any part of the Requirements, the Contractor shall in no way be relieved from its responsibility for the fulfilment of the Work, but shall continue to be responsible for the same in the same manner as if all the Work had been performed by the Contractor.

6.0 Time of the Essence

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

7.0 Laws, Permits and Regulations

- 7.1 The laws of British Columbia shall govern the Contract and the parties now irrevocably attorn to the jurisdiction of the courts of British Columbia.
- 7.2 All provisions of the *International Sale of Goods Act* are specifically excluded from application to this Contract.
- 7.3 In carrying out the Requirements, the Contractor shall familiarize itself and comply with all applicable laws, bylaws, regulations, ordinances, codes, specifications and requirements of all regulatory authorities, and shall obtain all necessary licenses, permits and registrations as may be required by law.

8.0 Workplace Hazardous Materials Information System (“WHMIS”)

- 8.1 The Contractor shall provide appropriate labels and material safety data sheets for WHMIS regulated products. No product containing asbestos shall be supplied at any time without written authorization from the City.

9.0 Product Standards

- 9.1 The Products shall comply with all standards referred to in the Specifications.
- 9.2 All electrical items shall comply with the relevant sections, latest editions, of versions of the Canadian Standards Association (CSA) standard C22.1, Canadian Electrical Code (CEC), Electrical Safety Branch - BC Amendments to CEC Regulations and Bulletins, the City’s Electrical Bylaw, and the National Building Code.

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10.0 Changes in Requirements

10.1 City May Request

The City may, by giving written notice to the Contractor, be entitled to request amendments to the Requirements. Upon receipt of such notice, the Contractor will, as soon as practicable and in no event later than 5 days after receipt of such notice, inform the City of any adjustments to the Work Schedule or Contract Price, either advancing or delaying the Work Schedule or increasing or decreasing the Contract Price, that would be necessitated by such change in the Requirements, or will notify the City that no adjustment is required. If adjustments to the Work Schedule or Contract Price are necessary and the City confirms in writing that such adjustments are acceptable to it, the Requirements, Work Schedule, and the Contract Price will then be deemed to be amended as agreed by the City.

10.2 Disputes Over Requested Change

If the City determines that such adjustments, or no adjustments, to the Work Schedule or Contract Price are unacceptable and the City and the Contractor are unable to agree on a mutually acceptable adjustment to same, the City may elect to pursue any one of the following options:

- (a) The City may refer the issue to arbitration to determine the appropriate adjustments pursuant to Section 25.0 - *Dispute Resolution* (in which case the parties will be deemed to have mutually and irrevocably agreed to arbitration pursuant to Section 25.1).
- (b) The City may proceed with this Contract without the proposed change in Requirements.
- (c) The City may cancel all or any part of the Contract, provided the City gives the Contractor at least
 - (i) 90 days prior written notice of cancellation with respect to any given category of Product or Work (as those categories are set out in Tender Form), or
 - (ii) 120 days prior written notice of cancellation with respect to a cancellation of all Product and Work (excluding any and all Product and Work already delivered).

10.3 Disputes as to Requirements (Where No Prior Change Request)

The City's Designated Representative may issue orders or instructions with respect to the timing, quality and quantity of the Work. They will be obeyed, performed and complied with by the Contractor promptly, efficiently and to the satisfaction of the City. However, if the Contractor is of the opinion that such orders or instructions are not authorized under the provisions of the Contract Documents or involve a change in the Requirements, it will so notify the City in writing before proceeding to carry them out and, in any event, within 2 days of the receipt of such orders or instructions. The giving of such notice to and receipt by the City's Designated Representative will not constitute an acknowledgment by the City as to the validity of the claim, and the City will then be at liberty to contest or dispute the claim. If the Contractor does not so notify the City within the time so limited, it will not be entitled to later claim that the

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orders or instructions were not so authorized or involved a change in the Requirements. Nevertheless, the giving of such notice to the City will not relieve the Contractor of its obligation to carry out and to obey such orders or instructions.

11.0 Delivery

11.1 Deliveries must be made between 8:00 a.m. and 3:00 p.m. Monday to Friday, excluding statutory holidays, unless other arrangements have been agreed in writing. A material safety data sheet ("MSDS") must accompany all shipments containing products regulated under WHMIS legislation.

12.0 Quality of Workmanship and Materials

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

12.2 Materials, goods, Products and equipment shall be new, free and clear of all liens, charges and encumbrances, the latest model, complete with all necessary accessories for operation and be the products of suppliers or manufacturers of established reputation engaged in the supply or manufacture of such materials, goods, Products or equipment.

12.3 Materials are to be applied in accordance with the manufacturer's directions and shall use the techniques and applications best suited for the type of material being used.

13.0 Inspection

13.1 All goods, materials, Products, equipment and/or services are subject to inspection and approval upon delivery. The City has the right to refuse acceptance of such goods, materials, Products, equipment and/or services that are not in accordance with the Specifications, Requirements or the Contractor's warranty (expressed or implied).

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

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

13.4 The City will not be deemed to have accepted the goods, materials, Products, equipment and/or services by virtue of a partial or full payment for them.

14.0 Warranty

14.1 The Warranty set out in this Section 14.0 is the minimum warranty under this Contract. The Contractor is bound by all additional warranties set out in the Specifications and, where the City has selected any separately priced additional, optional or extended

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warranties by indicating same in the Notice of Award, the Contractor and City will be bound in the manner set out in the Notice of Award.

- 14.2 The Contractor warrants that, for at least 1 year from the Warranty Start Date, the Units supplied to, and Work performed by the Contractor for, the City will be in full conformity with the Requirements as well as samples, if any, and if so, then this is a sale by sample as well as by description within the meaning of the *Sale of Goods Act* (British Columbia).
- 14.3 The Contractor further warrants that for at least 1 year from the Warranty Start Date, the Units and Work will be of merchantable quality, and fit for the intended use and will perform according to the Requirements.
- 14.4 The warranty set out in Sections 14.2 - 14.3 above will include all parts and labour delivered and performed at the location of delivery of the Units to the City.
- 14.5 The warranty start date (“Warranty Start Date”) for each Unit is the date on which the City puts that Unit into service, or three months after acceptance of that Unit, whichever is sooner.
- 14.6 The City will notify the Contractor of the date that the Unit goes into service.
- 14.7 The warranty is to be in the name of the City of Vancouver, Neighbourhood Energy Utility.
- 14.8 The Contractor now warrants that all claims and representations made by the Contractor with respect to third party products and services have been fully authorized by that third party.
- 14.9 The Contractor warrants that its employees have the qualifications, experience, knowledge, skills and abilities necessary for the fulfilment of the Contract.
- 15.0 Protection of Person and Property**
- 15.1 The Contractor shall use due care that no persons are injured, no property damaged or lost, and no rights are infringed in the performance of the Requirements, and the Contractor shall be solely responsible for all loss, damages, costs and expenses in respect of any injury to persons, damage of property, or infringement of the rights of others incurred in the performance of the Requirements or caused in any other manner whatsoever by the Contractor or those for whom in law it is responsible.
- 15.2 The Contractor shall effectively warn and protect the public and other personnel from any danger as a result of the performance of the Requirements.
- 16.0 Rectification of Damage and Defects**
- 16.1 The Contractor shall rectify any loss or damage for which, in the opinion of the City the Contractor is responsible, at no charge to the City and to the satisfaction of the City. Alternatively, the City may repair the loss or damage and the Contractor shall pay to the City the costs of repairing the loss or damage forthwith upon demand from the City. Where, in the opinion of the City, it is not practical or desirable to repair the loss or damage, the City may estimate the cost of the loss or damage and deduct such estimated amount from the amount owing to the Contractor hereunder.

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17.0 Clean Up - Intentionally Omitted

18.0 Indemnification

- 18.1 The Contractor shall indemnify, hold and save harmless the City from and against all claims, losses, damages, costs, actions and other proceedings made, sustained, brought or prosecuted in a manner based upon, occasioned by or attributable to any injury, including death, property damage, infringement or damage arising from any act or omission of the Contractor, its employees, officers, volunteers, servants, sub-contractors, or agents or persons for whom the Contractor has assumed responsibility in the performance or purported performance of the Requirements.
- 18.2 The Contractor shall indemnify the City from and against any and all liability or expenses by way of legal costs or otherwise in respect of any claim which may be made for a lien or charge at law or in equity or to any claim or liability under the *Builders Lien Act* (British Columbia), or to any attachment for debt, garnishee process or otherwise.
- 18.3 The Contractor shall pay all royalties and license fees and shall save the City harmless from loss on account of suits or claims of infringement of patents in the performance of the Requirements.
- 18.4 The Contractor shall assume the defence of, and indemnify and hold harmless the City and its officers, employees and agents, from and against all claims relating to materials, goods, Products or equipment furnished and to inventions, copyrights, trade marks, or patents and rights thereto used by the Contractor in the execution of the Contract and in subsequent use and/or operation by the City.

19.0 Termination

- 19.1 The City will advise the Contractor by written notice of its intent to terminate the whole or any part of the Contract in any one of the following circumstances:
- a) if the Contractor fails to make delivery of the goods, materials, Products, equipment and/or services within the time specified, or fails to perform any other provisions, terms or conditions of the Contract within the time specified, or within a reasonable time if no time is specified;
 - b) in the event that the Contractor performs any act or does anything by which the City shall incur any liability whatsoever;
 - c) any failure of the Contractor to meet the safety requirements of the Contract;
 - d) in the event that any creditor of the Contractor causes a writ of execution or similar writ or court order to be served upon the City requiring the City to pay any portion due to the Contractor under the Contract; or
 - e) in the event that the Contractor is adjudged bankrupt or if it makes a general assignment for the benefit of creditors or if it becomes insolvent or if it should take the benefit of any Act that may be in force for bankrupt or insolvent debtors.

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- 19.2 Upon termination of the Contract, the City shall have no obligation to the Contractor except for such goods, materials, Products, equipment and/or services as have been supplied up to the date of the termination of the Contract.
- 19.3 Upon termination of the Contract in whole or in part, the City may procure similar goods, materials, Products, equipment and/or services and the Contractor shall be liable to the City for any excess costs for such similar goods, materials, Products, equipment and/or services. The Contractor shall not be liable for any excess costs if failure to perform arises by reason of strikes, lockouts, Acts of God or acts of the City. The City will not be liable where Delivery Site(s) are not available due to strikes, lockouts or Acts of God.

20.0 Insurance and Letter of Credit Requirements

- 20.1 Without limiting any of its obligations or liabilities under the Contract, the Contractor and its sub-contractors shall obtain and continuously carry during the term of the Contract at their own expense and cost, the following insurance coverages with minimum limits of not less than those shown in the respective items set out below.
- 20.2 All insurance policies shall be in a form and in amounts satisfactory from time-to-time and with insurers acceptable to the City's Director of Risk Management and shall provide the City with sixty (60) days prior written notice of cancellation or material change resulting in reduction of coverage. Notice must identify the Contract title, number, policyholder, and scope of work.
- 20.3 The Contractor and each of its sub-contractors shall provide at their own cost any additional insurance which they are required by law to provide or which they consider necessary.
- 20.4 Neither the providing of insurance by the Contractor in accordance with the requirements hereof, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing shall be held to relieve the Contractor from any other provisions of the Contract Documents with respect to liability of the Contractor or otherwise.
- 20.5 The insurance coverage shall be primary insurance with respect to liability arising out of the operation of the Contractor. Any insurance or self-insurance maintained by or on behalf of the City, its officers, officials, employees, servants or agents shall be excess of this insurance and shall not contribute with it.
- 20.6 Within 7 days of the City's issuance of the Notice of Award, the Contractor shall provide the City with evidence of all required insurance in the form of Appendix 3 - *Contractor's Certificate of Insurance*. The Certificate of Insurance shall identify the Contract title, number, policyholder and scope of work and shall not contain any disclaimer whatsoever. At all times thereafter, throughout the term of this Contract, similar evidence of renewals, extensions or replacement of all required insurance must be forwarded to the City's Designated Representative prior to the effective date of same. At any time, and from time to time, and within 7 days of a request for same, certified copies of all insurance policies will be made available to the City's Designated Representative.
- 20.7 The Contractor shall provide in its agreements with its sub-contractors clauses in the same form as those found herein. Upon request, the Contractor shall deposit with the

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City's Designated Representative detailed certificates of insurance for the policies it has obtained from its sub-contractors and a copy of the insurance clauses so provided in the said agreements.

20.8 The Contractor shall obtain and maintain in full force and effect during the term of the Contract, insurance not less than that set out below and provided by a company duly registered and authorized to conduct insurance business in the Province of British Columbia.

a) Commercial General Liability

The Contractor will maintain Commercial General Liability insurance in sufficient amounts and description to protect the Contractor, its sub-contractors, the City and their respective officers, officials, employees, and agents against claims for damages, personal injury including death, bodily injury and property damage which may arise under this Contract.

The limit of commercial general liability insurance shall be not less than five million dollars (\$5,000,000) per occurrence inclusive for personal injury, death, bodily injury or property damage and in the aggregate with respect to products and complete operations. The deductible per occurrence shall not exceed five thousand dollars (\$5,000) per occurrence.

The policy of insurance shall:

- (i) be on an occurrence form;
- (ii) add the City and its officials, officers, employees and agents as additional insureds;
- (iii) contain a cross-liability or severability of interest clause; and
- (iv) extend to cover non-owned automobile, contingent employer's liability, blanket contractual liability, contractor's protective liability, broad form property damage, broad form completed operations and operations of attached machinery.

b) Third Party Auto Liability Insurance

The Contractor will maintain and cause its sub-contractors to maintain Third Party Auto Legal Liability Insurance in an amount not less than five million (\$5,000,000) dollars per occurrence and Physical Damage Insurance for all vehicles owned, leased or operated by the Contractor or its sub-contractors in connection with this Contract.

c) All Risk Property Insurance

The Contractor will maintain all risks insurance protecting the Contractor and the City against physical loss or damage to each Unit and all components thereof in an amount of not less than the full Contract price for all Units and which insurance will terminate only upon safe delivery to and acceptance by the City. The policy will name the City as additional insured and loss payee with respect to its interest and will contain a waiver of subrogation in favour of the City. The policy will contain a deductible of no more than five thousand (\$5,000) dollars for each and every claim.

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20.9 Letter of Credit

- (a) A letter of credit (the “Letter of Credit”) is required under this Contract except where expressly deleted from the Requirements in the Notice of Award.
- (b) As security for the performance of the Requirements, the Contractor will within 7 days of the City’s issuance of a Notice of Award, deliver the Letter of Credit to the City.
- (c) The Letter of Credit must be a clean, unconditional irrevocable demand letter of credit, payable in the amount specified in the Notice of Award, and issued in favour of the City by a Schedule I or Schedule II Canadian chartered bank or such other bank previously approved in writing by the City’s Director of Legal Services and issued in a form and on terms previously approved by the City’s Director of Legal Services.
- (d) The Letter of Credit must contain an automatic extension clause so that it remains valid from the Effective Date through to the expiry of the Minimum Warranty Period and may be drawn on by the City to reimburse the City for any losses or damages suffered by the City as the result of any breach of this Contract by the Contractor.
- (e) Upon successful performance of the Contractor’s obligations under this Contract (including for certainty, the Warranty obligations), the City will return the Letter of Credit.

21.0 Worksafe BC Compliance

- 21.1 Within 7 days of the Notice of Award, the Contractor must provide evidence that it is registered and in good standing with WorkSafeBC.
- 21.2 The Contractor agrees that it shall at its own expense procure and carry or cause to be procured and carried and paid for, full WorkSafeBC coverage for itself and all workers, employees, and others engaged in or upon any Work under this Contract.
- 21.3 The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafeBC coverage against any money owing by the City to the Contractor. The City shall have the right to withhold payment under this Contract until the WorkSafe BC premiums, assessments or penalties in respect of work done or service performed in fulfilling this Contract had been paid in full.
- 21.4 The City now designates the Contractor as the Prime Contractor, and the Contractor now acknowledges and agrees to its designation as the Prime Contractor, in respect of all Work under this Contract for the purposes of the WorkSafeBC Rules.
- 21.5 The Contractor will indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to:
 - (i) unpaid WorkSafeBC assessments of the Contractor or any other employer for whom the Contractor is responsible under this Contract,

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- (ii) the acts or omissions of any person engaged directly or indirectly by the Contractor in the performance of this Contract, or for whom the Contractor is liable pursuant to the Contractor's obligations as the Prime Contractor, and which acts or omissions are or are alleged by WorkSafeBC to constitute a breach of the WorkSafeBC Rules or other failure to observe safety rules, regulations and practices of WorkSafeBC, including any and all fines and penalties levied by WorkSafeBC, or
- (iii) any breach of the Contractor's obligations under this General Condition.

22.0 Character of Workers

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

23.0 Unavoidable Delay

- 23.1 Except for the performance of obligations to pay money, time periods for the City's and the Contractor's performance under this Contract will be extended for periods of time during which their performance is delayed or prevented due to an Unavoidable Delay. For the purposes of this section, an "Unavoidable Delay" means any circumstances beyond the reasonable control of the party trying to perform (such as, for example, Acts of God, war or governmental action) but expressly excludes any and all delays caused by the Contractor's lack of financial resources or insolvency, strikes, lockouts or work stoppages due to labour affiliations of the Contractor's employees and sub-contractors, or governmental action taken in the enforcement of law specifically against the Contractor.

24.0 Failure to Perform

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

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24.2 If the Contractor fails to perform any provision of this Contract, the City may upon 10 days' written notice to the Contractor terminate the Contract without prejudice to any other right or remedy the City may have, including without limitation and by way of example only, the remedies set out in Section 24.1 above as well as any and all remedies afforded by any security for performance issued by the Contractor under this Contract, such as a performance bond, letter of credit, or insurance, all of which will survive any such termination of the Contract.

25.0 Dispute Resolution

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

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

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

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

26.0 Contract Price/Payment

26.1 The Contract Price is fixed and may not be changed by either party except to the extent mutually agreed upon by both parties in writing pursuant to Section 10.0 - *Changes in Requirements*.

26.2 The Contractor shall be paid net 30 days from receipt of invoice and acceptance of the goods, materials, Products, equipment and or services, whichever is the later.

27.0 Taxes

27.1 Unless otherwise provided herein, the City will pay the GST and PST on the Contract Price to the Contractor, provided that any increase or decrease in such GST and PST will proportionately increase or decrease the amount due under the Contract(s).

27.2 The Contract Price is deemed to be exclusive of GST and PST. However, all other governmental taxes, levies, and fees, as well as all other costs relating to freight, handling, import duties, brokerage, royalties, handling, overhead, profit and any and all other costs are deemed to be included in the Contract Price.

27.3 Invoices must separately show the appropriate amounts for GST and PST.

28.0 Non-resident Withholding Tax

28.1 The *Income Tax Act* (Canada) requires that payments to non-residents for any work performed in Canada may be subject to a non-resident withholding tax. Exemption

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from this withholding tax is available in some circumstances, but the Contractor must apply directly to the Canada Revenue Agency (CRA) at least 30 days before commencing the work and should seek the advice of a Canadian tax lawyer.

- 28.2 The City is legally required by the *Income Tax Act* (Canada) to withhold a specified amount from any payment to a non-resident (as defined in the Act) where no exemption certificate can be produced to the City by that non-resident. The amount of the withholding is determined by the residency of the non-resident and the applicable *Income Tax Act* (Canada) Regulations.

29.0 Failure to Enforce

- 29.1 Any failure by the City to enforce or require the strict keeping and performance of any of the terms and conditions contained in this Contract will not constitute a waiver of such terms and conditions and will not affect or impair such terms and conditions in any way or the City's right at any time to avail itself of such remedies as the City may have for any breach or breaches of such terms and conditions.

30.0 Successors and Assigns

- 30.1 This Contract will benefit and bind each party and its successors and permitted assigns.

31.0 No Promotion of Relationship

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

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1.0 Proof of Ability to Provide Letter of Credit and Insurance

- 1.1 The Tenderer should include with its Tender a letter from its bank, confirming that the Tenderer has sufficient credit-worthiness to (if awarded the Contract) deliver to the City the Letter of Credit in accordance with Part B - Section 20.9 above and the Notice of Award.
- 1.2 The Tenderer should include with its Tender both a signed and completed Appendix 2 - Tenderer's Certificate of Existing Insurance, as well as a letter from its insurer confirming that the Tenderer is sufficiently insurable to (if awarded the Contract) obtain from that insurer a duly completed and signed Appendix 3 - Contractor's Certificate of Insurance pursuant to and in compliance with Part B - Section 20.1 - 20.8 above.

2.0 City's Option regarding Letter of Credit Requirement

- 2.1 The Contractor may be required to provide a Letter of Credit in the amount of \$250,000 or \$500,000 pursuant to Part B - General Conditions - Section 20.9, as determined by the City based on its evaluation of the Tenders and the pricing for those Tenders as set out in each Tenderer's Tender Form.
- 2.2 The City will set out in the Notice of Award the amount of the Letter of Credit it requires or, alternatively at the City's option, the City may delete the Letter of Credit requirement by indicating same in the Notice of Award.

3.0 City's Option to Purchase Additional Units

- 3.1 The Tenderer will be required to grant the City the Option (as defined below) and the City will then have the option to include or delete same from the Contract by indicating same in the Notice of Award.
- 3.2 The Contractor now irrevocably grants the City the option to purchase (the "Option") up to one (1) additional identical Unit of each type of boiler.
- 3.3 The Option will expire if not exercised by the City within two (2) years of the Closing Time.
- 3.4 The Option must be exercised by delivery of written notice to the Contractor prior to its expiry.
- 3.5 For further certainty, the Option may be exercised in part or in whole or in any combination of Units, provided always that the City complies with Section 3.4 above.
- 3.6 Upon valid exercise of the Option, the City will have the right to purchase the additional Unit(s) specified in each Option notice at the same price and on the same terms and conditions as the first Units, except as follows:
 - a) The Contractor will deliver each additional Unit within six (6) months of the City's exercise of the Option for that Unit.
 - b) All other Requirements as to timing will be performed within the same period of time measured from the exercise of the Option as they were originally required as measured from the award of the Contract. So, for further certainty, and by way of example only, the delivery of the Certificate of

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Insurance and Letter of Credit for the additional Unit(s) will occur within 7 days of Option exercise as opposed to award of Contract.

4.0 City's Option to Acquire Optional Equipment/Warranty Coverage

- 4.1 As set out in the Specifications and Part E - *Tender Form*, Section 3.0 - *Schedule of Price and Quantities*, the City has asked for separate prices, terms and conditions for certain options and warranty coverage.
- 4.2 Where the Tenderer has provided the requested pricing, terms and conditions for any given option and the City has elected to include same in the Contract, the City will do so by indicating same on the Notice of Award and the Tenderer will then be bound to supply the option on the terms and conditions of this Contract as modified by the pricing, terms and conditions set out in that Tenderer's Tender Form.

5.0 Additional Evaluation Criteria

- 5.1 In addition to the evaluation criteria set out in Part A of this ITT, the following criteria, which are not in any order of importance, may also be taken into consideration during the City's evaluation of the Tender:
- a) the price for the Letter(s) of Credit;
 - b) location of service centre;
 - c) ability to fit in available space as per Specifications;
 - d) ability to meet Delivery Date;
 - e) emissions from each Unit;
 - f) efficiency of each Unit;
 - g) turndown (minimum continuous output);
 - h) experience of Tenderer; and
 - i) completeness of Tenderer's equipment supply meeting Requirements.

6.0 Required Documentation

- 6.1 The following documentation shall accompany each Unit at time of delivery. Failure to include all or some of the listed documents will delay the City's acceptance of the Unit(s):
- a) copy of the Contractor's invoice to the City for the Unit(s);
 - b) customs documentation, if applicable; and
 - c) all other documents required by the Specifications to be delivered concurrently with the Unit(s).

INVITATION TO TENDER NO. PS08035
SUPPLY AND DELIVERY OF ENERGY CENTRE BOILERS
PART C - SPECIAL CONDITIONS

- 6.2 The City of Vancouver address shown on the documentation should read the same as the Delivery Site address.

7.0 Assignment

- 7.1 The City has entered into this Contract in order to expedite the fabrication and manufacturing of the Energy Centre Boilers (Products), in accordance with the Specifications and other requirements noted herein, and to expedite the finalization of the design of the Neighbourhood Energy Utility's Energy Centre at the Delivery Site. Accordingly, once the Energy Centre design is complete and the City awards a contract or group of construction contracts to a contractor for the construction of the Energy Centre (the "Energy Centre Contractor"), then the City may elect to assign full responsibility for this Contract to the Energy Centre Contractor who in turn will thereby take over the full responsibility of this Contract from the City. The Contractor now agrees to this possible assignment of this Contract.

8.0 Drawings/Schematics

- 8.1 The Tenderer should provide a "general arrangement drawing" for each Unit showing the required maintenance clearances, assembly details (i.e. pre-piping, control panel, economizer, etc.), weight of skid (empty, operating), motor HPs, etc., as an AutoCAD file on CD as part of its Tender.
- 8.2 The Tenderer should provide a "process schematic drawing" for each Unit showing scope of supply, connection sizes, process parameters (i.e. flow, pressure, temperature, etc.), instrumentation on and off skid, dashed box illustrating extent of pre-assessed skid mounted equipment, etc., as an AutoCAD file on CD as part of its Tender.
- 8.3 The Tenderer should provide an "electrical schematic" for Unit wiring, illustrating all interconnections with off skid components and owner's master control panel, as an AutoCAD file on CD as part of its Tender.

**INVITATION TO TENDER NO. PS08035
SUPPLY AND DELIVERY OF ENERGY CENTRE BOILERS
PART D - REQUIREMENTS**

Provide all Units (Products) called for and in accordance with the attached Specification 15510: Hot Water Boiler System, including all referenced codes, standards and attachments.

**INVITATION TO TENDER NO. PS08035
SUPPLY AND DELIVERY OF ENERGY CENTRE BOILERS
PART D - REQUIREMENTS**

1.0 GENERAL

1.1 Intent

- a) The City of Vancouver is developing its Southeast False Creek Area as a residential area serviced by a District Heating System and a new Sewage Pumping Station.
- b) The new facility will recover heat from sewage streams for district heating purposes and supplement this heat with natural gas-fired hot water boilers to produce hot water that will be pumped through a "District Heat Loop".
- c) The Hot Water Boiler System consists of three natural gas fired, hot water boilers as per the specifications detailed below and indicated on the attached drawings. Boiler sizes are one 8 MW boiler, one 4 MW boiler with condensing economizer, one 4 MW boiler without condenser economizer, for a total system output of 16 MW.

1.2 District Heat System Description

- a) The schematic of the District Heat System within the Central Heating Plant is attached to these specifications.
- b) The scope of the Hot Water Boiler System is noted as within the boxed areas and where asterisked as "By Boiler Vendor".
- c) Heat is added to the District Heat Loop from the sewage heat recovery heat pump, (base load). If supplemental heat is required, the boilers will come on line to meet the seasonal and diurnal peaks.
- d) The primary boiler will be the 4 MW unit with the condensing economizer. The other boilers will come on line as the thermal demand on the system increases.
- e) In future, the two 4 MW boilers will be replaced with two 8 MW boilers, one of which will be provided with a condensing economizer. The total system output will then be 24 MW.
- f) The District Heat System operates at a variable water flow rate and variable water temperature. A flow balance line is provided to allow some, or all, the boilers to be by passed. Each boiler will be operated at constant flow. Fuel will be cut off on low flow and boiler(s) then shut down if not required. The latter choice requires the plant to run on the sewage heat pump only, which will be a common operating condition under summer heat load.
- g) The boilers operate at 103 kPag (14.7 psig) min.
- h) Each boiler shall be capable of supplying its rated continuous heating independently or in any combination of operation, without interruption, for unlimited duration, under the conditions specified herein.
- i) The boiler relief valve settings are to be set for 206 kPag.

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SUPPLY AND DELIVERY OF ENERGY CENTRE BOILERS
PART D - REQUIREMENTS

1.3 Scope Of Work

- a) The work to be done under this Contract includes the design, supply, delivery, shop and field testing, site supervision, training, and commissioning of three natural-gas-fired, forced draft, water tube boilers, including:
- (i) Boiler design as per ASME code section IV to 1100 kPag maximum working pressure
 - (ii) Boilers must fit into the allocated spaces shown on the attached drawings allowing for good maintenance access.
 - (iii) Control panel, skid mounted and fully pre-wired to on-skid devices, with terminal strip for field instruments and external I/O; combustion control module and burner management system. Fans are to be sized for indicated flue sizes.
 - (iv) Low NOx natural gas burner(s) complete with integrated combustion air Force Draft Fan(s) and flue gas recirculation line for NOx control as required. Burner shall have a minimum 5:1 turn down ratio and be integrated with Flame Safe Guard System(s). Vendors may provide 8 MW boiler with two burners identical to proposed on 4 MW boilers.
 - (v) Per boiler complete gas train, skid mounted, fully piped to boiler, and tested
 - (vi) Heavy duty sub-base for each boiler assembly, ready for field installation
 - (vii) All instrumentation and safety devices needed to meet the codes and scope referred to in these specifications
 - (viii) Condensing economizer for one of the 4 MW units, pre-fitted in shop for installation to boiler within allocated space, complete with supports and all interconnecting piping, valves, instruments and expansion joints
 - (ix) Exhaust duct ready to connect to flue gas ducting
 - (x) Exhaust analyzers
 - (xi) Combustion air intake filter. Combustion air will be drawn from the boiler room
 - (xii) Insulation and cladding for boiler and skid mounted piping with boiler top cladding suitable for walking on if required to allow for access to all boiler safety valve(s), outlet valve and all other boiler trim located on the boiler top. Any other trim should be accessible from the boiler floor or if needed a servicing platform to be included.

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PART D - REQUIREMENTS**

- b) The following items will be provided by others:
- (i) Local disconnects
 - (ii) Master controller, (part of plant control system)
 - (iii) Feedwater pump
 - (iv) Expansion joints and off-skid valves and piping
 - (v) Sewage heat recovery system

1.4 Design Data

- a) Site Conditions at False Creek Energy Centre, (Vancouver, BC):
- (i) Ambient conditions:
 - Altitude: 4.5 m above sea level
 - Ambient temperature range -9 to +26 °C
 - (ii) Boiler room conditions:
 - Room temperature: +10°C to +30°C (combustion air drawn from boiler room)
 - Relative humidity: Winter design: 10%
Summer Design: 60%
 - Seismic condition: In accordance with the provisions in the 2007 Edition of the Vancouver Building Bylaw.
 - (iii) Fuel Analysis:
 - Natural Gas Fuel Analysis

Component	Concentration MolPct
Odorant (MBT 65%, MES 35%)	?
C6+47/35/17	0.0309
Propane	0.4591
i-Butane	0.0627
n-Butane	0.0889
Neobutane	0.0000
i-Pentane	0.0251
n-Pentane	0.0203
Nitrogen	0.7318
Methane	96.4799
Carbon Dioxide	0.3074
Ethane	1.7939
Total	100.0000

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PART D - REQUIREMENTS**

- Natural gas supply pressure: 55-62 kPag
- Natural gas HHV: 38.39 MJ/Nm³ Dry. (23000 BTU/lb)
- Elemental Analysis of Dry Natural Gas Calculated on the Basis of the Below Table

Element	% by Wt.
C	73.949
H ₂	24.406
O ₂	0.456
N ₂	1.188
Total	100

(iv) Hot water boiler inlet and outlet temperatures:

- Winter: 55° C inlet, 95° C outlet
- Summer: 50° C inlet, 65° C outlet

Note: Inlet temperatures will be up to 55° C in summer if sewage heat recovery unit is on-line

(v) Electrical:

- Supply voltage: 575 V AC, 3 phase, 60 Hz

b) Performance guarantee:

- (i) Thermal output: one boiler at 8 MWt plus two boilers at 4 MWt each, (16 MW total thermal output) measured at boiler outlet without condenser economizer.
- (ii) Fuel to hot water efficiency: minimum 83% at 100% boiler capacity and based on HHV of natural gas without condenser economizer and with quoted flue gas temperature at the boiler flue gas outlet.
- (iii) Turndown: automatic controls on each unit for a minimum turn down ratio of 5:1, capable of continuous modulation at constant water flow and temperature of 990 C at boiler water outlet.
- (iv) Flue gas emissions: the boilers must meet as a minimum the following maximum allowable emission limitations; however, boilers will be evaluated on the basis of guaranteed emission performance which should be below maximum allowable emission limits.

Contaminant / Parameter	Emission Limit *
Nitrogen oxides (mg/m ³)	60
Carbon monoxide (ppmv)	400

*Emission limits are referenced at 3 percent oxygen content in stack gas corrected to dry standard conditions at 20° Celsius and a pressure of 101.325 kilopascals.

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SUPPLY AND DELIVERY OF ENERGY CENTRE BOILERS
PART D - REQUIREMENTS

1.5 Standards

- a) The Manufacturer shall comply with all regulations of Authorities having jurisdiction, including:
 - (i) ANSI/ASME Boiler and Pressure Vessel Code, Section IV, [Latest Edition]
 - (ii) CAN1 - 3.1 - [77 (Latest Edition)], Industrial and Commercial Gas-Fired Package Boilers
 - (iii) CAN/CGA - B149.1 M [Latest Edition], Natural Gas Installation Code
 - (iv) CEC - Safety Standards for Electrical Equipment, Canadian Electrical Code, Part II
 - (v) CSA B51 - Latest Edition, Boiler, Pressure Vessel, and Pressure Piping Code
 - (vi) CSA C22.1-2006 - Canadian Electrical Code, and regulations of the local inspection authority
 - (vii) EPA - The Environmental Protection Act enforced by the Province of British Columbia (Waste Management Act)
 - (viii) NFPA - The National Fire Safety Code and the Fire Safety Regulations of British Columbia, and all applicable municipal Fire Protection Agency codes and regulations
 - (ix) BCSA (BC Safety Authority) requirements

2.0 Products

2.1 Hot Water Boilers

- a) Hot Water Boiler Design Criteria:
 - (i) ASME Section IV design
 - (ii) Design water pressure: 1103 kPag
 - (iii) Maximum water temperature at boiler outlet: 99oC
 - (iv) Configuration to fit area available, per attached drawings
 - (v) Heating surface area should be calculated as per BC Operating Engineers Act (TSSA”)
 - (vi) Fuel: Natural gas, (as per 1.4.3.1)
 - (vii) Variable speed forced draft fans of sufficient pressure to permit future installation of condensing economizers on all units with pressure at outlet of at least 0.2 “ of H2O

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- (viii) Condensing economizer metallurgy: 316SS or any other material corrosion resistant and suitable for design temperature and pressure.
 - (ix) Noise limit: 85 dBA @ 1m
 - (x) CRN (Canadian Registration Number) to CSA B51
 - (xi) Corrosion Allowance: 1/8" headers, 1/16" tubes.
- b) Each hot water boiler shall include the following auxiliaries that meet ANSI/ASME requirements:
- (i) Pressure and temperature relief valves as per ANSI/ASME Section IV and associated codes
 - (ii) Pressure gauge: complete with shut-off cock
 - (iii) Thermometer
 - (iv) Low flow water fuel cut-off: in accordance with CSA B-51 requirements; complete with visual and audible alarms, and test and check valves. Low flow water fuel cut-off to be wired to boiler control panel to shut boiler down on a low water flow condition.
 - (v) Pressure control module: wired to boiler controller to shut boiler down on a drop in water pressure below a pre-set minimum
 - (vi) High Temperature Cut-out: wired to boiler controller to shut boiler down on a rise in boiler temperature above 105 °C
 - (vii) Drain valve(s) accessible for service.
 - (viii) Flue gas temperature connection and thermometer with SS thermowell: Range 65 to 400 °C.
 - (ix) It is to be noted by the boiler vendor that the access for moving the boiler into the building is restricted to an opening 3500 mm wide x 3800 mm high.

2.2 Gas Train And Burner

a) **General:**

Wind Box complete with burner, burner igniter, F.D. fan, fame sensor, flame observation port, air inlet silencer, and control dampers.

b) **Main Burner:**

Low NOx burner(s) for natural gas as specified in point 1.4.3.1, igniter(s), complete with integrated combustion air Force Draft Fan(s) and flue gas recirculation line for NOx control as required. Burner shall have a minimum 5:1 turn down ratio and be integrated with Flame Safe Guard System(s). To aid in

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maintaining spares Vendor may provide 8 MW boiler with two burners and gas trains identical to proposed on 4 MW.

- c) Main gas train:
- (i) A gas pressure regulator will be provided that is adequately sized for the available gas pressure and will be capable of controlling gas pressure to the burner throughout the firing range
 - (ii) High and low gas pressure manual reset gas pressure interlocks shall be provided
 - (iii) Two motorized gas shutdown valves with proof of closure switches and automatic vent solenoid valve will be provided to positively prevent gas from entering the burner in the event of the opening of any boiler or combustion system limit switch. Safety shut off valves will be interlocked with the flame safeguard control.
 - (iv) Gas trains will be designed to comply with UL or CGA requirements as a minimum standard of acceptance. Manual shut off valves, leak test connections and pressure gauges are to be provided in accordance with code requirements.
 - (v) Provide all components including main shut-off cock, pressure regulator, motorized electric shut-off valve, downstream block/test cock with test connection and gas pressure gauge, used to construct the complete factory assembled gas train.
- d) Gas pilot:
- (i) A gas pressure regulator will be provided that is adequately sized for the available gas pressure and will be capable of controlling gas pressure to the burner for pilot gas
 - (ii) Two motorized gas shutdown valves with automatic vent valves will be provided to positively prevent gas from entering the burner in the event of the opening of any boiler or combustion system limit switch. Safety shut off valves will be interlocked with the flame safeguard control.
 - (iii) Pilot gas trains will be designed to comply with UL / CGA requirements as a minimum standard of acceptance. Manual shut off valves are to be provided in accordance with code requirements.
 - (iv) Provide all components including: solenoid gas valve, pressure regulator, pressure gauge, manual stop valve
 - (v) All relief's and vents are to be supplied by the vendor and piped to the skid boundary.

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2.3 Thermal Insulation

The Manufacturer shall provide sufficient thickness of insulation to prevent the jacket operating temperature from exceeding 50 °C at all boiler loads. Seal insulation at all handholes, manholes, mudholes, piping connections with insulating cement or asphaltic paint. Finish with heat resisting paint. Jackets: heavy gauge metal, finished with heat resisting paint.

2.4 Electrical and Control System

- a) A single point boiler package power supply connection shall be provided; all power to the boiler package will be sourced from this point; provide main disconnecting means
- b) Boiler control system power: Vendor to provide on-skid control transformation
- c) All on-skid interconnecting wiring shall be provided and installed at the factory
- d) All on-skid wiring penetrations into electrical enclosures shall be sealed against water ingress
- e) Power and control components: CSA certified with identified labels attached
- f) The boxes, cabinets and enclosures shall be sized for control devices and equipment installed; enclosure rating: shall be rated NEMA-12 minimum
- g) The operator interface devices shall be NEMA style, 30.5 mm mounting hole, heavy-duty, watertight, unless listed otherwise. All pilot lights shall be transformer type with LED lamps.
- h) The control devices (control relays, timers, limit switches, pressure switches, temperature switches, etc.) shall meet the requirements of the application. The control device contacts shall be normally open, field convertible or SPDT type.
- i) All motors shall be CSA approved for inverter duty, per NEMA MG1, Part 31. All motors shall be NEMA premium efficient and shall meet IEEE 841 requirements. Motors shall have bearing seals to prevent bearing contamination. Motors shall be totally enclosed, fan cooled (TEFC), NEMA class B design, cast iron frame, bracket, and terminal box.
- j) Modular control system shall be factory prewired and preprogrammed. Boiler shall be capable of operation in local and remote control mode. All control operations and features shall be available from local control panel in local mode and selected control operations from owner's plant control system in remote mode.
- k) Master controller shall be completed with hardware and software to interface with Owner's plant control system via Modbus communication through standard RS-485 port.
- l) Variable Frequency Drives (VFD) shall include Input Line Reactors to mitigate harmonic distortion.

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- m) Hardwired interface:
 - (i) Boiler on/off status - dry contacts, N.C. rated 120 V AC, fail safe
 - (ii) Boiler on/off control input - coil, rated 120 V AC
 - (iii) Boiler Circulation pump remote on/off - dry contact, NC, rated 120V AC
 - (iv) Boiler Fail General Alarm - dry contact, N.C. rated 120 V AC
- n) Use standard products of manufacturers regularly engaged in the production of such equipment, and conforming to manufacturer's latest standard design. Use materials, equipment, apparatus, or other products approved for the location or area classification.
- o) Provide lamicoid nameplates and labels describing the name or function of the labeled equipment; mechanically fasten labels (tape or adhesive fixings are only acceptable inside enclosures). Identify power, control and signal wiring with permanent markings (both ends). Maintain phase sequence and color coding throughout. Identify all terminal blocks.

2.5 Controls

- a) General
 - (i) Provision of Standard Boiler Safeties with visual and audible alarms
 - (ii) Provision of unattended operation plant safeties with visual and audible alarms
 - (iii) The dedicated hot water circulation pump is hardwired and thus start/stop by the owner's plant control system. Boiler controller shall provide operational logic required to operate this pump, start/stop command will be sent to the owner's plant control system via hardwired link.
 - (iv) Hardwired boiler fail general alarm contact.
 - (v) Provision of contacts to allow the wiring of boiler room combustion air inlet damper end switch as a safety interlock.
- b) Burner Control Cabinet
 - (i) Provide burner control cabinet for each burner.
 - (ii) The control cabinet will be complete with individual lights with nameplates.
- c) Combustion and Burner Management
 - (i) Provide a fully integrated control module that will be fully capable of fuel / air ratio control throughout the entire firing range of the burner.

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- (ii) The control module will be preprogrammed to allow firing on up to four independent fuel curves. Each fuel / air ratio curve will be commissioned to enable firing of different fuels, over capacity or reduced capacity firing as required for the application. Required temperature set point will be adjustable from the control increase / decrease push buttons in local mode. The system shall be complete to control the fuel / air ratios stoichiometric conditions and have 100% repeatability throughout the firing range.
 - (iii) Pre-ignition purge air flow rate shall be no less than 60% of the maximum firing rate air flow. Interlocks shall be provided to continuously monitor and prove air flow at all times during purge cycles and operation.
 - (iv) Electronic safety control relay shall be interlocked with a scanner signal providing continuously monitored and verified flame signal intensity, to shut off fuel upon pilot flame or main flame failure or signal of a safety interlock within code requirements.
 - (v) The control system shall include panel mounted integrated controller, electronic color flat screen operator interface with keypad, auxiliary relays and other control devices complete with power supply inside metal housing.
 - (vi) Electronic operator interface shall have separate displays providing continuously updated boiler related process information.
 - (vii) The system shall incorporate direct drive servomotors for the control of combustion air and fuel flow control devices.
 - (viii) P.I.D. load control package shall be included to control the outlet water temperature.
 - (ix) A non-linkage type fuel flow control valve shall be furnished for the precise control and metering of fuel input to the burner.
 - (x) The control module will be capable of setting commissioned options and parameters to suit the specific application.
- d) Boiler Exhaust Gas Analysis System (EGA)
- (i) Provide a fully integrated “Exhaust Gas Analysis Trim System” for each boiler that shall be fully capable of fuel / air ratio control throughout the entire firing range of the burner, by controlling the operations of the combustion air input damper and fuel input valves. The EGA system shall be furnished by the boiler supplier for the specified burner and selected fuel(s) and shall include all necessary interface wiring, software and hardware for a complete fuel / air metering and exhaust gas analysis monitoring and trim system.
 - (ii) Provide monitoring devices for continuously sensing exhaust gases for O₂, CO, CO₂, NO_x and stack temperature with full three parameter trim in relation to O₂, CO, and CO₂

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SUPPLY AND DELIVERY OF ENERGY CENTRE BOILERS
PART D - REQUIREMENTS**

3.0 EXECUTION

3.1 Performance Guarantee

- a) Each boiler shall be guaranteed for the parameters in Section 1.4.2.

3.2 Engineering Services

- a) Provide engineering services for the supply of detailed vendor documentation and drawings that describe the installation and control programming of the system.
- b) Provide as a minimum, the following submittals:
 - (i) P&IDs and flowsheets, with all process requirements
 - (ii) General arrangements with connection, locations and sizes
 - (iii) Weights, loads, and anchor bolt / foundation requirements
 - (iv) Electrical requirements, schematics, and interconnection wiring details
 - (v) Control descriptions
 - (vi) Installation, operation and maintenance manuals
 - (vii) Show the required input and outputs for boiler performance
 - (viii) Provide the hot water pressure loss through the boiler at maximum flow
 - (ix) Flue sizes
 - (x) Empty and filled equipment weights
 - (xi) Provide the required wall opening dimension for installation of the boiler(s) and required spaces for boiler(s) erection

3.3 Shop Testing, Site Supervision And Training

- a) Perform factory testing at rated capacity in accordance with CAN 1-3.1, witnessed and certified by manufacturer.
- b) The manufacturer or manufacturer's representative shall provide factory-trained technicians to properly start-up the equipment for optimum performance. Boiler shall be started and tested throughout entire firing range. Systems shall be tested in the presence of the designated owner's representative to demonstrate the system operation. Provide start-up report to the owner.
- c) Instruct operating personnel in operation and maintenance of units.

4.0 ATTACHMENTS (Please see Appendix 5)

**INVITATION TO TENDER NO. PS08035
SUPPLY AND DELIVERY OF ENERGY CENTRE BOILERS
PART E - TENDER FORM**

Tenderer's Name: _____
"Tenderer"

Address: _____

Telephone: _____ Fax: _____

Key Contact Person: _____

E-mail: _____ Incorporation Date: _____

Attach additional pages immediately behind this Tender Form for sub-contractors, if applicable.

To the City of Vancouver,

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

Required Documents:

Description	Reference	Required	Received
Letter from a Chartered Bank for Letter of Credit	Part C, Section 1.0	Yes	
Certificate of Existing Insurance	Part C - Section 1.0 & Appendix 2	Yes	
Letter from Insurer confirming Tenderer able to receive signed Appendix 3 on award	Part C - Section 1.0 & Appendix 3	Yes	
Warranty (Complete copies of Warranty for all Units)	Appendix 4 - Item 1, J. Sections 1-4	Yes	
Factory Warranty (Complete copies of Factory Warranty for all components forming part of the Units)	Appendix 4 - Item 1, K.	Yes	

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PART E - TENDER FORM**

Description	Reference	Required	Received
Extended Warranty (Complete copies of the terms and conditions for all Extended Warranties for all components on which such extensions are available)	Appendix 4 - Item 1, L.	Optional	
In-House Warranty Program terms and conditions	Appendix 4 - Item 1, M.	Optional	
Separately Priced Options (option-unique terms and conditions, Warranty Terms, etc.)	Appendix 4 - Item 1, N.	Optional	
General arrangement drawing of each Unit showing required maintenance clearances, assembly details (pre-piping, control panel, economizer, etc.), weight of skid (empty, operating), motor HPs, etc. (provide AutoCAD file on CD)	Part C, Section 8.1	Required	
Process schematic drawing for each Unit, showing scope of supply, connection sizes, process parameters (flow, pressure, temperature, etc.), instrumentation on and off skid, dashed box illustrating extent of pre-assessed skid mounted equipment, etc.	Part C, Section 8.2	Required	
Maintenance schedule & checklist and literature on operation.	Appendix 4 - Item 1, H.	Required	
Spare parts list showing pricing and delivery location and time to deliver	Appendix 4 - Item 1, O.	Required	
All equipment data called for in Appendix 4, including completed Appendix 4 - <i>Detailed Equipment Specifications and Compliance Matrix</i>	Appendix 4	Required	
Electrical schematic for Unit wiring, illustrating all interconnections with off skid components and owner's master control panel	Part C, Section 8.3	Required	

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PART E - TENDER FORM**

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

To be Initialled at Tender Opening:

Manager, Materials Management or designate

Witness

**INVITATION TO TENDER NO. PS08035
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PART E - TENDER FORM**

1.0 Compliance

- 1.1 By initialling each item, the Tenderer acknowledges it has read and understands the Requirements, has submitted the required addenda, has identified deviations or alternatives, and provided an explanation of where it does not comply with the Requirements.
- 1.2 With respect to Part A - Instructions to Tenderers, Section 9.1 - *Declaration as to Conflict of Interest*, the Tenderer now conclusively declares there are no such conflicts of interest unless the Tenderer deletes this note and describes any and all relationships which might give rise to a conflict of interest or an appearance of a conflict of interest in the space provided for same in the Table below (by indicating “Does Not Comply” and providing the details under the column titled “Variations, ...”).
- 1.3 With respect to Part A - Instructions to Tenderers, Section 9.2 - *Declaration as to Collusion*, the Tenderer now conclusively declares there has been no such collusion unless the Tenderer deletes this note and describes any and all affiliations or relationships that might give rise to collusion or an appearance of collusion in the space provided for same in the Table below (by indicating “Does Not Comply” and providing the details under the column titled “Variations, ...”).

Section Title	Understand, Will Comply	Does Not Comply	Variations, Alternatives or Explanation for Non-Compliance
<u>Part A (Except Section 9.1/9.2)</u> Instructions to Tenderers			
<u>Part A - Section 9.1</u> Conflict of Interest (See Tender Form Section 1.2 above)			
<u>Part A - Section 9.2</u> Collusion (See Tender Form Section 1.3 above)			
<u>Part B</u> General Conditions			
<u>Part C</u> Special Conditions			
<u>Part D</u> Requirements (Specification)			
<u>Part E</u> Tender Form			

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PART E - TENDER FORM**

2.0 References

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

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

**INVITATION TO TENDER NO. PS08035
SUPPLY AND DELIVERY OF ENERGY CENTRE BOILERS
PART E - TENDER FORM**

3.0 Schedule of Price and Quantities:

Item	Qty.	Description	Unit Price	Total
1.	1	4 MW Hot Water Package Boiler c/w condenser. Make: _____ Model No.: _____ Capacity: _____ MW	\$ _____	\$ _____
2.	1	4 MW Hot Water Package Boiler. Make: _____ Model No.: _____ Capacity: _____ MW	\$ _____	\$ _____
3.	1	8 MW Hot Water Package Boiler. Make: _____ Model No.: _____ Capacity: _____ MW	\$ _____	\$ _____
3.	N/A	\$250,000 Letter of Credit (Part C - Section 2.0 and Part B - Section 20.9)	\$ _____	N/A
4.	N/A	\$500,000 Letter of Credit (Part C - Section 2.0 and Part B - Section 20.9)	\$ _____	N/A
TOTAL (Excluding Letter of Credit & Separately Priced Items below):				

**INVITATION TO TENDER NO. PS08035
SUPPLY AND DELIVERY OF ENERGY CENTRE BOILERS
PART E - TENDER FORM**

Separately Priced Items:

Item	Qty.	Description	Unit Price	Total
a.	N/A	Extended Warranty (Appendix 4, Item 1, L.)*	N/A	\$_____
b.	1	Feedwater Pump (Appendix 4, Item 1, N. 1.)	\$_____	\$_____
c.	1	Water Treatment System (Appendix 4, Item 1, N. 2.)	\$_____	\$_____
d.	1	Flue Piping (Appendix 4, Item 1, N. 3.)	\$_____	\$_____
e.	1	Option to Purchase Additional Units (Part C - Special Conditions, Section 3.0)	\$_____	\$_____
f.	N/A	Spare Parts, as per Tenderer's List (Appendix 4, Item 1, O.)*	N/A	\$_____
g.				
h.				
i.				

* Attach additional pages immediately after this page, if required.

4.0 Other - Intentionally Omitted

5.0 Sub-contractors

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

Sub-contractor's Name, Address	Contact Name	Telephone No.	Area of Responsibility

**INVITATION TO TENDER NO. PS08035
SUPPLY AND DELIVERY OF ENERGY CENTRE BOILERS
PART E - TENDER FORM**

6.0 Tenderer's Declaration

The undersigned Tenderer confirms that it has read and agreed to the Requirements of this ITT and that any and all deviations have been clearly noted.

The Tenderer agrees that if this Tender is accepted within one hundred and twenty (120) calendar days from the Closing Time, the undersigned Tenderer agrees to supply the City of Vancouver with all or any part of the items upon which prices are stated, at the prices set opposite each item and to deliver the same at the designated point or points within the time specified, and in accordance with the Requirements set out in this Tender.

Authorized Signatory for the Tenderer

Date

Name and Title (*please print*)

7.0 Acceptance of Tender

ACCEPTANCE

Date of Acceptance _____

The City hereby accepts the Tender for:

- (a) the supply and delivery of the goods, materials, Products, equipment and/or services [Insert "described herein" or replace with "that portion of the goods, materials, Products, equipment and/or services set out below: [List Here]"];
- (b) the Letter of Credit in the amount of [Insert "\$250,000", "\$500,000" or "NIL-DELETED", as applicable];
- (c) Option to Purchase Additional Units [Insert "Included" or "Deleted"]; and
- (d) the following options: [Insert any and all other Tendered options which the City has elected to include here],

at the prices and on the terms and conditions set forth in the Tender.

City of Vancouver, by its authorized signatory:

Approved for Director of Legal Services:



Invitation To Tender
No. PS08035
Supply and Delivery of Energy Centre Boilers

To acknowledge your intent to submit a Tender, and to ensure that you receive the required information, please submit this form to the person identified below before close of business day, **Tuesday, April 1, 2008** (the "Response Notification Deadline").

Wen Shi
Administrative Assistant
City of Vancouver
Fax: (604) 873-7057
Email: purchasing@vancouver.ca

Your details:

Tenderer's Name: _____
"Tenderer"

Address: _____

Telephone: _____ Fax: _____

Key Contact Person: _____

E-mail: _____ Incorporation Date: _____

We WILL / WILL NOT submit a Tender for
"ITT PS08035 - Supply and Delivery of Energy Centre Boilers"
by the Closing Time of Tuesday, April 8, 2008.

Authorized Signatory

Name & E-mail Address (Please Print)

Date



**CERTIFICATE OF EXISTING INSURANCE
TO BE COMPLETED AND SUBMITTED ALONG WITH
PROPOSAL/TENDER**

Section 2 through 8 - to be completed by the Insurer or its Authorized Representative

1. THIS CERTIFICATE IS ISSUED TO: City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
And certifies that the insurance policy (policies) as listed herein has been issued to the Named Insured and is in full force and effect as of the effective date of the agreement described below.

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 DBA DOING BUSINESS AS

BUSINESS ADDRESS

DESCRIPTION OF OPERATION

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

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

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

Including the following extensions:

<input checked="" type="checkbox"/> Personal Injury	INSURER _____
<input checked="" type="checkbox"/> Property Damage including Loss of Use	POLICY NUMBER _____
<input checked="" type="checkbox"/> Products and Completed Operations	POLICY PERIOD From _____ to _____
<input checked="" type="checkbox"/> Cross Liability or Severability of Interest	Limits of Liability (Bodily Injury and Property Damage Inclusive) -
<input checked="" type="checkbox"/> Employees as Additional Insureds	Per Occurrence \$ _____
<input checked="" type="checkbox"/> Blanket Contractual Liability	Aggregate \$ _____
<input checked="" type="checkbox"/> Non-Owned Auto Liability	All Risk Tenant's Legal Liability \$ _____
	Deductible Per Occurrence \$ _____

5. **AUTOMOBILE LIABILITY INSURANCE** for operation of owned and/or leased vehicles with endorsement showing insurance coverage for use of demonstration vehicle by City personnel for evaluation and testing purposes prior to award as per Specification Item 1, Section D. *Demonstration Unit.*

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

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

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

7. **PROFESSIONAL LIABILITY INSURANCE**

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

If the policy is in a "Claims Made Form", please specify the applicable Retroactive Date: _____

8. **OTHER INSURANCE**

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

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

Dated _____

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



CERTIFICATE OF INSURANCE
 [To be completed and submitted by successful Tenderer upon
 Notice of Award in accordance with Part B - Section 20.0]

Section 8 b) - to be completed by City staff. Select # of days Written Notice is required.
 Section 2 through 7 - to be completed by the Insurer or its Authorized Representative

1. THIS CERTIFICATE IS ISSUED TO: City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4

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

2. NAMED INSURED: *(must be the same name as the Permittee/Licensee or Party(ies) to Contract and is either an individual or a legally incorporated company)*

MAILING ADDRESS: _____

LOCATION ADDRESS: _____

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

3. PROPERTY INSURANCE naming the City of Vancouver as a Named Insured and/or Loss Payee with respect to its interests (All Risks Coverage including Earthquake and Flood) INSURED VALUES: (Replacement Cost)

INSURER: _____	Building and Tenants Improvement: \$ _____
TYPE OF COVERAGE: _____	Contents and Equipment: \$ _____
POLICY NUMBER: _____	Deductible Per Loss: \$ _____
POLICY PERIOD: From _____ to _____	

4. COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form) Including the following extensions: LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)

<input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> Products and Completed Operations <input checked="" type="checkbox"/> Cross Liability or Severability of Interest <input checked="" type="checkbox"/> Employees as Additional Insureds <input checked="" type="checkbox"/> Blanket Contractual Liability <input checked="" type="checkbox"/> Non-Owned Auto Liability	Per Occurrence: \$ _____ Aggregate: \$ _____ All Risk Tenant's Legal Liability: \$ _____ Deductible Per Occurrence: \$ _____
--	---

INSURER: _____
 POLICY NUMBER: _____
 POLICY PERIOD: From _____ to _____

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

INSURER: _____	LIMITS OF LIABILITY:
POLICY NUMBER: _____	Combined Single Limit: \$ _____
POLICY PERIOD: From _____ to _____	<i>If vehicles are insured by ICBC, complete and provide Form APV-47.</i>

6. UMBRELLA OR EXCESS LIABILITY INSURANCE LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)

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

7. OTHER INSURANCE (e.g. Boiler & Machinery, Business Interruption, Crime, etc.) - Please specify Name of Insurer(s), Policy Number, Policy Period, and Limit

8. POLICY PROVISIONS:
Where required by the governing contract, agreement, lease, permit or license, it is understood and agreed that:

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

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE _____ Dated: _____

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

**DETAILED EQUIPMENT SPECIFICATIONS
AND COMPLIANCE MATRIX**

1.0 General Specifications for Gas Fired Hot Water Boiler System

<p align="center">Item 1 General Specifications <i>(Tenderers: do not write in this section)</i></p>	<p align="center">Tenderers should provide the information requested herein, and indicate compliance or deviations with Specifications, below <i>(Attach additional pages immediately behind this appendix, if required)</i></p>
<p>A. GENERAL REQUIREMENTS</p> <p>The City of Vancouver requires three (3) natural gas-fired hot water boilers:</p> <ol style="list-style-type: none"> 1. Boiler No. 1: 4 MW nominal with flue gas condenser 2. Boiler No. 2: 4 MW nominal without condenser 3. Boiler No. 3: 8 MW nominal without condenser 	
<p>B. TECHNICAL DATA - BOILER NO. 1 <u>State:</u></p> <ol style="list-style-type: none"> 1. Make and Model No. 2. Output capacity (MW) 3. Empty weight (kg) 4. Max. flooded weight (kg) 5. Overall length (m) (incl. maint. clearance) 6. Overall width (m) (incl. maint. clearance) 7. Overall height (m) (incl. maint. clearance) 8. Boiler Efficiency (%) 9. Flue gas temperature (°C) 10. Flue gas volume (CFM) 11. Flue gas % O₂ 12. Flue gas moisture content 13. Flue gas NO_x concentration 14. Flue gas SO₂ concentration 15. Flue gas CO concentration 16. Flue gas PM concentration 	

**DETAILED EQUIPMENT SPECIFICATIONS
AND COMPLIANCE MATRIX**

APPENDIX 4

ITT NO. PS08035

<p align="center">Item 1 General Specifications <i>(Tenderers: do not write in this section)</i></p>	<p align="center">Tenderers should provide the information requested herein, and indicate compliance or deviations with Specifications, below <i>(Attach additional pages immediately behind this appendix, if required)</i></p>
17. Exhaust diameter (mm)	
18. Water inlet diameter (mm)	
19. Water outlet diameter (mm)	
20. Water flow rate (LPS)	
21. Water inlet temperature (°C)	
22. Water outlet temperature (°C)	
23. Nominal operational pressure (kPag)	
24. Assumed N.G. BTU/ft ³	
25. Minimum N.G. pressure	
26. FD fan volume (CFM)	
27. FD fan HP	
28. ID fan HP	
29. Other motors HP	
30. Maximum turndown	
31. Noise level (dBA @ 1 m)	
<p>C. TECHNICAL DATA - BOILER NO. 2 <u>State:</u></p>	
1. Make and Model No.	
2. Output capacity (MW)	
3. Empty weight (kg)	
4. Max. flooded weight (kg)	
5. Overall length (m) (incl. maint. clearance)	
6. Overall width (m) (incl. maint. clearance)	
7. Overall height (m) (incl. maint. clearance)	

**DETAILED EQUIPMENT SPECIFICATIONS
AND COMPLIANCE MATRIX**

APPENDIX 4

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8. Boiler Efficiency (%)	
9. Flue gas temperature (°C)	
10. Flue gas volume (CFM)	
11. Flue gas % O ₂	
12. Flue gas moisture content	
13. Flue gas NO _x concentration	
14. Flue gas SO ₂ concentration	
15. Flue gas CO concentration	
16. Flue gas PM concentration	
17. Exhaust diameter (mm)	
18. Water inlet diameter (mm)	
19. Water outlet diameter (mm)	
20. Water flow rate (LPS)	
21. Water inlet temperature (°C)	
22. Water outlet temperature (°C)	
23. Nominal operational pressure (kPag)	
24. Assumed N.G. BTU/ft ³	
25. Minimum N.G. pressure	
26. FD fan volume (CFM)	
27. FD fan HP	
28. ID fan HP	
29. Other motors HP	
30. Maximum turndown	
31. Noise level (dBA @ 1 m)	

**DETAILED EQUIPMENT SPECIFICATIONS
AND COMPLIANCE MATRIX**

APPENDIX 4

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<p>D. TECHNICAL DATA - BOILER NO. 3 <u>State:</u></p>	
1. Make and Model No.	
2. Output capacity (MW)	
3. Empty weight (kg)	
4. Max. flooded weight (kg)	
5. Overall length (m) (incl. maint. clearance)	
6. Overall width (m) (incl. maint. clearance)	
7. Overall height (m) (incl. maint. clearance)	
8. Boiler Efficiency (%)	
9. Flue gas temperature (°C)	
10. Flue gas volume (CFM)	
11. Flue gas % O ₂	
12. Flue gas moisture content	
13. Flue gas NO _x concentration	
14. Flue gas SO ₂ concentration	
15. Flue gas CO concentration	
16. Flue gas PM concentration	
17. Exhaust diameter (mm)	
18. Water inlet diameter (mm)	
19. Water outlet diameter (mm)	
20. Water flow rate (LPS)	
21. Water inlet temperature (°C)	
22. Water outlet temperature (°C)	

**DETAILED EQUIPMENT SPECIFICATIONS
AND COMPLIANCE MATRIX**

APPENDIX 4

ITT NO. PS08035

<p align="center">Item 1 General Specifications <i>(Tenderers: do not write in this section)</i></p>	<p align="center">Tenderers should provide the information requested herein, and indicate compliance or deviations with Specifications, below <i>(Attach additional pages immediately behind this appendix, if required)</i></p>
23. Nominal operational pressure (kPag)	
24. Assumed N.G. BTU/ft ³	
25. Minimum N.G. pressure	
26. FD fan volume (CFM)	
27. FD fan HP	
28. ID fan HP	
29. Other motors HP	
30. Maximum turndown	
31. Noise level (dBA @ 1 m)	
<p>E. GOVERNMENT REQUIREMENTS</p> <p>1. Must comply with all regulations of authorities having jurisdiction as listed in PART D, SECTION 1.5 Standards and section 2.1 Hot Water Boilers of this specification.</p> <p>2. Must comply with WorkSafe BC Rules.</p> <p><u>State:</u> If complies.</p>	

**DETAILED EQUIPMENT SPECIFICATIONS
AND COMPLIANCE MATRIX**

<p align="center">Item 1 General Specifications <i>(Tenderers: do not write in this section)</i></p>	<p align="center">Tenderers should provide the information requested herein, and indicate compliance or deviations with Specifications, below <i>(Attach additional pages immediately behind this appendix, if required)</i></p>
<p>F. UNIT FACTORY TEST</p> <p>1. <u>Demo</u></p> <p>A factory test of the tendered Unit must be provided to the City upon request for evaluation purposes.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. If a Unit is available as stated above. 2. Earliest test date. 3. The Unit will be fully insured for test purposes and if able to provide satisfactory evidence of same to City's Director of Risk Management at least 3 Business Days prior to test date. Such insurance to ensure that City employees will not be liable for any loss, damage or other liability arising out of their care and control of the test Unit while evaluating and testing same. 	
<p>G. DELIVERY</p> <p>The Units must be delivered FOB to the Delivery Site (as defined in Section 1.0 - Part B - General Conditions) no later than 26 weeks from issuance of purchase order. However, the City prefers delivery times which are as close as possible to the date of equipment placement in the Energy Centre building.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. If Units will be delivered FOB to the Delivery site. 2. Number of days from date of Notice of Award of Contract to the date of delivery (the Delivery Date(s)) as per above (a) for all Units arriving at once, and (b) alternatively, for Units arriving as and when completed by successful Tenderer (in which case also state how many will arrive in each group of Units and in how many days from Notice of Award.) 	

**DETAILED EQUIPMENT SPECIFICATIONS
AND COMPLIANCE MATRIX**

APPENDIX 4

ITT NO. PS08035

<p align="center">Item 1 General Specifications <i>(Tenderers: do not write in this section)</i></p>	<p align="center">Tenderers should provide the information requested herein, and indicate compliance or deviations with Specifications, below <i>(Attach additional pages immediately behind this appendix, if required)</i></p>
<p>H. DELIVERY DOCUMENTATION</p> <p>1. <u>Manuals</u> Manuals must be provided to City at time of delivery of each Unit.</p> <p>Manuals for each Unit must include: instructions for installation, safety operation and maintenance, as well as detailed list of required maintenance spares and sourcing info for them.</p> <p>Please note that CD/DVD versions of manuals are preferred.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. If complies. 2. Titles of all the manuals that will be provided at time of delivery. 3. Which manuals will be available in CD/DVD format? 4. Which manuals, if any, are also published on the internet for access by Contractor's customers and for updating purposes and if so, how often are they updated? 5. Are these manuals different from the ones provided during the training courses described in Item 1. I - Training below or not? If identical, please confirm. If not, please describe differences. 	
<p>2. <u>Title/Insurance/Customs Documents</u></p> <p>In addition to the manuals, each Unit must be delivered with the following documents:</p> <ul style="list-style-type: none"> • Statement or Certificate of Origin • Applicable code stamps and documentation • Customs documentation, if applicable • Warranty documents for Unit and all installed accessories, extended warranties, etc. <p><u>State:</u></p> <ol style="list-style-type: none"> 1. If complies. 2. Titles of each document that will be provided at time of delivery. 	

**DETAILED EQUIPMENT SPECIFICATIONS
AND COMPLIANCE MATRIX**

APPENDIX 4

ITT NO. PS08035

<p align="center">Item 1 General Specifications <i>(Tenderers: do not write in this section)</i></p>	<p align="center">Tenderers should provide the information requested herein, and indicate compliance or deviations with Specifications, below <i>(Attach additional pages immediately behind this appendix, if required)</i></p>
<p>I. TRAINING</p> <p>Mechanic/technician training for a class of up to six (6) City personnel must be supplied by the Contractor.</p> <p>Each training instructor must be fully trained in all aspects of the Unit’s operation and maintenance and have at least one year of operation/repair/service experience with the Unit being supplied. All training session(s) to take place at the Delivery Site on the following terms and conditions.</p> <p>Maintenance training to include:</p> <p style="padding-left: 40px;">Contractor to provide typical training program description.</p> <p>Operator training to include:</p> <p style="padding-left: 40px;">Contractor to provide typical training program schedule.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. If complies. 2. Names and experience of training instructors to be used. 3. Course outline/subject description for maintenance training sessions and also for operator training sessions. 4. Description of training methodology and aids used (CDs, DVDs, etc). 5. Are there any pre-requisites for the trainees in either course? If so, what are these pre-requisites? 	

**DETAILED EQUIPMENT SPECIFICATIONS
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APPENDIX 4

ITT NO. PS08035

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<p>J. MINIMUM WARRANTY</p> <p>1. <u>Minimum Warranty - Basic Term</u></p> <p>Pursuant to Part B - Section 14.0 - Warranty, the minimum term of the Warranty is for the Minimum Warranty Period.</p> <p>2. <u>Minimum Warranty - Full “Parts and Labour”</u></p> <p>The Warranty is a full “parts and labour” warranty to be performed at the Contractor’s sole cost and expense at the Delivery Site with all parts and labour delivered FOB Delivery Site.</p> <p>3. <u>Minimum Warranty Scope - General</u></p> <p>a) All components (including equipment) of each Unit are under Warranty for the Minimum Warranty Period.</p> <p>b) The Contractor is responsible for the coordination and timely completion of Warranty work involving or potentially involving more than one component of the Unit.</p> <p>c) No Warranty under this Contract is pro-rated unless expressly stated to be pro-rated.</p> <p>d) The Warranty is fully transferable to subsequent owners of the Unit.</p> <p>4. <u>Minimum Warranty - Response Time</u></p> <p>In these Specifications, the following terms have the following meanings:</p> <p>“Critical Repair” means any repair covered by Warranty which, until performed, will materially adversely affect the City’s ability to safely and productively use the Unit for its intended purposes.</p> <p>“Non-Critical Repair” means any repair covered by Warranty which, until performed, will not materially adversely affect the City’s ability to safely and productively use the Unit for its intended purposes.</p> <p>“Day” or “day” means any day of the year and is not restricted to Business Days.</p>	

**DETAILED EQUIPMENT SPECIFICATIONS
AND COMPLIANCE MATRIX**

APPENDIX 4

ITT NO. PS08035

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<p>(a) Where the City requires Warranty service, the City will notify (the “Warranty Notice”) the Contractor by e-mail of the need for the Warranty work and if a Critical Repair is required then the City must specify same in the notice.</p> <p>(b) The Contractor will acknowledge the receipt of the Warranty Notice within one (1) hour of its receipt by reply e-mail (or if the Warranty Notice is sent between 5:00 p.m. and 6:00 a.m. then by no later than the immediately following 9:00 a.m.).</p> <p>(c) If the City does not receive a reply to its Warranty Notice within the period referred to in (b) above, then the City may at its option elect to proceed with the Warranty Work using its own mechanics and parts suppliers.</p> <p>(d) For all Critical Repairs, the Contractor will complete the Warranty work within Forty-Eight (48) consecutive hours of receipt of the Warranty Notice.</p> <p>(e) For all Non-Critical Repairs, the Contractor will complete the Warranty work within Five (5) Business Days of receipt of the Warranty Notice.</p> <p>(f) In the event that the Contractor is in default of its obligations under Section (b), (d) or (e) above, and the City elects to perform the necessary Warranty work, then in addition to reimbursing the City for its out-of-pocket costs of the Warranty work,</p> <p style="padding-left: 20px;">i. the Contractor will reimburse the City for its additional administrative costs which are deemed to be 20% of the overall out-of-pocket costs of the Warranty work (parts and labour), and</p>	

**DETAILED EQUIPMENT SPECIFICATIONS
AND COMPLIANCE MATRIX**

APPENDIX 4

ITT NO. PS08035

<p align="center">Item 1 General Specifications <i>(Tenderers: do not write in this section)</i></p>	<p align="center">Tenderers should provide the information requested herein, and indicate compliance or deviations with Specifications, below <i>(Attach additional pages immediately behind this appendix, if required)</i></p>
<p>ii. where the Contractor is in default of (d) above, the Contractor will immediately compensate the City (as liquidated damages and not as a penalty and without limiting the Contractor’s liability for any other losses or damages incurred by the City) for the loss of use (“downtime”) of the Unit resulting from such default. The amount of such compensation will be calculated as the number of days of downtime multiplied by the City’s rental rate for a temporary replacement unit at cost plus 10% for overhead and administrative costs, and</p> <p>iii. all such costs and compensation will be payable immediately upon receipt of a reasonably detailed invoice for same from the City delivered to the Contractor.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. If complies. 2. Parts depot location(s) for Warranty parts and approximate dollar value of parts stocked at each location. 3. Service personnel location for Warranty service personnel and approximate number and experience of such personnel at each location. 4. Are the Warranty parts stocked at location in item (2) above comprised of all parts making up the Unit? If not, which parts are located at which locations? Any parts not stocked at any of the above locations? 5. Are the Service personnel located at locations in item (3) trained to perform all Warranty work? If not, which aspects are they not trained to perform and how would such work be performed by Contractor within timeframes set out above? 6. Will the Warranty work all be provided by the Tenderer/Contractor or by a third party representative or dealer? If a dealer or other agent or rep., please specify details of name, location, experience, ability, etc. to provide the Warranty set out above. 	

**DETAILED EQUIPMENT SPECIFICATIONS
AND COMPLIANCE MATRIX**

APPENDIX 4

ITT NO. PS08035

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<p>K. FACTORY WARRANTY (INCLUDED ADDITIONS TO MINIMUM WARRANTY)</p> <p>1. <u>Factory Warranty Defined</u></p> <p>a) Subject to (b) below, the components listed by the Tenderer in this Section K. Factory Warranty will be covered by their respective manufacturer’s warranty (the “Factory Warranty”).</p> <p>b) The Factory Warranty of each component described in this Section K <u>is in addition to and not in lieu of the Minimum Warranty set out in Section J. Minimum Warranty of these Specifications.</u></p> <p>c) Any costs involved, including but not limited to: labour for removal or installation, parts, components or shipping fees, during the Minimum Warranty Period will be the sole responsibility of the Contractor as further set out in Section J above.</p> <p><u>State:</u></p> <p>1. Description of Units’ components covered by their respective manufacturer’s warranty, including names of manufacturer.</p>	

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<p>L. EXTENDED WARRANTY</p> <p>To the extent that any of the Factory Warranties described in Section K above are non-compliant with the stated warranty periods but are available for purchase, or can be extended beyond the Minimum Warranty Period required by Section J above (or beyond the Factory Warranty period set out in Section K above) by additional payment, Tenderers are asked to provide details on same here along with the separate applicable pricing for same within the Tender Form.</p> <p><u>State/Provide:</u></p> <ol style="list-style-type: none"> 1. Amount of extended coverage time and on which components. 2. Sample set of extended warranty terms and conditions, plus name, location, telephone number, e-mail address, hours and days of operation, and average inventory, of each applicable dealership, parts supplier, service outlet, etc. for each extended warranty on each component. 3. As per Part E - Tender Form, Section 3.0 - Schedule of Price and Quantities, set out all additional pricing for all extended warranties. 	
<p>M. IN-HOUSE WARRANTY PROGRAM</p> <p>The City has successfully implemented in-house warranty programs with many of its vendors. In efforts to reduce costs and downtime, the City may find it advantageous to implement an in-house warranty program in partnership with successful Tenderer whereby the Contractor reimburses the City for in-house warranty work performed by City personnel.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. If Contractor is willing to discuss partnering with the City to perform in-house warranty repairs. 2. If so please provide experience with other customers, and sample sets of terms and conditions used with those other customers. 	
<p>N. SEPARATELY PRICED OPTIONS</p> <p>Note: All prices to be shown in Section 3.0 - Schedule of Price and Quantities of Part E - Tender Form.</p>	

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<p>1. Feedwater Pump</p>	
<p>2. Water Treatment System</p>	
<p>3. Flue Piping (insulated, to fit route / supports shown in Specifications drawings)</p>	
<p>4. <u>Other Recommended Options</u></p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. What is available? 2. Describe all applicable terms and conditions, e.g. delivery, installation, warranty, effect on any other warranty, and then set out applicable pricing in Tender Form. 	
<p>O. SPARE PARTS LIST</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. List of spare parts available. 2. Prices for the spare parts in Section 3.0 - Schedule of Price and Quantities of Part E - Tender Form. 3. Delivery location and time to deliver such parts. 	

15510 HOT WATER BOILER SPECIFICATION ATTACHMENTS

- (a) Upper Basement Plan (+1.5 M) - Drawing No. 162178 - M - 202
- (b) P&ID No.1 - Drawing No. 162178 - P - 122 P1
- (c) P&ID No.2 - Drawing No. 162178 - P - 123 P1
- (d) Misc Plans & Sections - Drawing No. 162178 - P 206 P1

Note: Drawings can be downloaded separately by the Tenderers from the following website:

<http://www.vancouver.ca/bid/bidopp/ITT/documents/PS08035Drawings.PDF>