

**INVITATION TO TENDER NO. PS20160209
INDUSTRIAL AVENUE WINDOW REPLACEMENT
PART C - FORM OF TENDER**

Tender of:			
	Legal Name of Person, Partnership or Corporation (the "Tenderer")		
Business Address:			
Postal or Zip Code:			
Cheques Payable to/Remit to Address:			
Postal or Zip Code:			
Key Contact Person:			
Telephone No.:		Fax No.:	
E-mail:			
Tax registration numbers (as applicable):			
Dun & Bradstreet Number (if available):		WorkSafeBC Account Number:	
City of Vancouver Business License Number (or, if available, Metro West Inter-municipal Business License Number):		Date, Jurisdiction and Form of Organization (as applicable):	

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1.0 TENDER PRICE AND SCHEDULE

Having carefully read and examined the Tender Documents, and having agreed to the terms and conditions set out in Parts A and B of the ITT, the undersigned Tenderer (for purposes of this Tender, the "Tenderer") offers to complete the Work and to furnish all plant, tools, equipment, labour, products, material and supervision necessary therefor, and to enter into an agreement in the form of the Form of Agreement set forth as Part D of the ITT to execute the Work, for the Tender Price specified below.

ITT No. <u>PS20160209</u>
The Tender Price (including all costs, taxes and fees)(as per Schedule A), is _____ dollars and _____ cents (\$ _____)
The Tender Price <i>includes all PST and GST.</i>

The Tenderer's offer to complete all of the Work is an offer made according to the following schedule:

- (a) Work will begin by **April 4, 2016**, subject to the City issuing a Notice to Proceed.
- (b) Installation work on site will begin **June 6, 2016**.
- (c) Substantial performance of the Work will occur by **July 15, 2016**.
- (d) Total performance of the Work will occur by **July 29, 2016**.

2.0 ELECTRONIC PAYMENTS ACKNOWLEDGEMENT

If awarded a contract, the Tenderer agrees that all payments to be made by the City will be by electronic funds transfer, and the Tenderer will provide the City with the necessary banking information to facilitate this process.

3.0 IRREVOCABILITY; NOTICE OF AWARD

The Tenderer agrees that each offer made by the Tenderer herein will be irrevocable and open for acceptance by the City for a period of ninety (90) calendar days commencing on the Closing Time, even if an offer of another Tenderer is accepted by the City. If within this period the City delivers a written notice by which the City accepts an offer of the Tenderer (a "**Notice of Award**"), the Tenderer will, within ten (10) Working Days (as defined in CCDC 2) of the receipt of the Notice of Award, deliver to the City:

- (a) a performance bond and a labour and material payment bond, each in the amount of fifty percent (50%) of the Tender Price of the Work in respect of which the Notice of Award is given, as referred to in Section 1.0 above, issued by a surety licensed to carry

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on the business of suretyship in the province of British Columbia, and in a form acceptable to the City;

- (b) a detailed construction schedule consistent with the preliminary construction schedule included in this Tender, which indicates the timing of the major activities of the relevant Work and provides sufficient detail of the critical events and their inter-relationship to demonstrate such Work will be performed by the relevant completion date stated in this Tender;
- (c) a detailed traffic management plan addressing vehicular and pedestrian movement, safety and access with specific details of the methods, signage and materials used to maintain Site operations and access to staff and public users of the Site;
- (d) a detailed Site-specific safety and health plan addressing as a high-level overview the health and safety issues including, but not limited to hazards, mitigation measures, site orientations, safety meetings, first aid attendant requirements, and training requirements and record keeping pertaining to the Site;
- (e) a WorkSafeBC number and a “clearance letter” confirming that the Tenderer and its Sub-Contractors are in WorkSafeBC compliance;
- (f) a valid City of Vancouver business licence;
- (g) a completed Contractor's Pre-Contract Hazard Assessment Form (in the form of Schedule 9 to the Form of Agreement);
- (h) a completed and signed certificates of insurance (in the forms attached as a schedule to this Form of Tender) indicating that all of the insurance coverage required by the Contract is in place.

4.0 NOTICE TO PROCEED

The Tenderer agrees that upon the City's receipt and acceptance (in the City's discretion) of the required submissions listed above, the Tenderer will, within two (2) Working Days, execute and return to the City the Contract and the other Contract Documents requiring execution (in each case, as prepared by the City for execution) and, upon the City's receipt and acceptance thereof, the City may deliver to the Tenderer a “Notice to Proceed”, and the Tenderer will:

- (a) commence the relevant Work within two (2) Working Days of the receipt of the Notice to Proceed or such longer time as may be otherwise specified in the Notice to Proceed; and
- (b) issue, post, and copy the City on the “Notice of Project” as and when required under section 20.2 of the *Occupational Health & Safety Regulation* (BC Regulation 296/97).

5.0 CONDITIONS

- (a) The Tenderer agrees that if the Tenderer receives a Notice of Award or a Notice to Proceed and fails or refuses to comply with the requirements stated in the foregoing clause 3.0 or clause 4.0, as the case may be, then such failure or refusal will be

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deemed to be a repudiation of the Tender Contract and refusal to enter into the relevant Contract and the City may, on written notice to the Tenderer, award the Contract to another party. It is further agreed that, as full compensation on account of damages suffered by the City because of such failure or refusal, the bid security shall be forfeited to the City in the amount equal to the lesser of:

- (i) the face value of the bid security; and
 - (ii) the amount by which the Tender Price is less than the amount for which the City contracts with another party to perform the Work.
- (b) The lowest or any submitted tender will not necessarily be accepted in relation to all or any of the Work. The City reserves the right to reject this Tender at any time without further explanation or to accept any Tender considered advantageous to the City.
- (c) The schedules attached to this Form of Tender form an integral part of the same.

6.0 ADDENDA, AMENDMENTS AND QUESTIONS AND ANSWERS

The Tenderer acknowledges receipt of the following addenda, amendments and questions and answers to the Tender Documents:

Addendum No.
Amendment No.
Questions and Answers No.

The Tenderer agrees that it thoroughly understands and accepts the terms and conditions contained therein.

7.0 CITY PRE-CONTRACT HAZARD ASSESSMENT

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The Tenderer acknowledges receipt of the completed City Pre-Contract Hazard Assessment (Schedule 8 of Part D - Form of Agreement), subject to GC 9.4.12, Schedule 1 of Part D - Form of Agreement.

8.0 CERTIFICATION

The Tenderer represents and warrants that this Tender complies in all respects with the Tender Documents.

9.0 LABOUR

The above stated price is based on the Work under the Contract being performed by union/non-union labour. (Delete "union" or "non-union" as applicable).

10.0 CONTRACT TERMS IN THE ITT

Without limitation, the Tenderer expressly agrees with the City to all of the terms and conditions set forth in Part A and Part B of the ITT and is bound thereby.

SIGNED on behalf of the Tenderer this _____ day of _____ 20____ by the duly authorized signatory or signatories of the Tenderer:

Per: _____

Name and Title: _____

Per: _____

Name and Title: _____

If the Tenderer has a corporate seal, the corporate seal should be applied in the space below:

If the Tenderer is an individual, a proprietorship or a partnership, the above signature(s) should be witnessed:

Witness signature

Witness name

Witness address

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APPENDIX 3 (PART C - FORM OF TENDER)**

APPENDIX 3

SPECIFICATION AND DRAWINGS

The following are incorporated by reference:

SPECIFICATION:

1. Specifications document containing the following:
 - a. Division 01 - General Requirements
 - b. Division 05 - Metal Fabrications
 - c. Division 07 - Joint Sealants, Firestopping and Smoke Seals
 - d. Division 08 - Window and Glazing Systems

NOTE: Please indicate the Warranty offered.

DRAWINGS - ARCHITECTURAL:

1. A000 - COVER/SITE PLAN/GENERAL NOTES
2. A001 - WINDOW SCHEDULE
3. A002 - SITE PLAN
4. A101 - Ground Floor Plan
Second Floor Plan
5. A201 - North Elevations
South Elevations
East Elevations
West Elevations

INVITATION TO TENDER NO. PS20160209
INDUSTRIAL AVENUE WINDOW REPLACEMENT
SCHEDULE "A" (PART C - FORM OF TENDER)

SCHEDULE "A"

SCHEDULE OF QUANTITIES AND PRICES

EACH TENDER MUST COMPLETE THIS SCHEDULE A, AS AMENDED, IN FULL. EACH PAGE OF THIS SCHEDULE A MUST BE INITIALLED BY THE SIGNATORIES OF THE FORM OF TENDER. TENDERS MUST NOT BE SUBMITTED WITHOUT A COMPLETED, DULY EXECUTED SCHEDULE A.

The Tender Price to complete all of the Work is apportioned in accordance with the following table. The prices shown in each of the numbered rows of the table shall include (i) all labour, material and other costs, (ii) overhead and profit, (iii) PST, and (iv) all other taxes, duties, assessments, charges and fees, *except for GST*. GST shall be shown separately on the row provided therefor.

NOTE: Prices must be PST-inclusive. Only GST is to be shown as a separate line item.

The sum of the amounts shown in the table below **MUST** equal the Tender Price stipulated in the space provided in the Form of Tender which, for greater certainty, is the Tenderer's proposed Contract Price for a Contract to complete all of the Work.

EVERY ROW OF THE BELOW TABLE MUST BE COMPLETED WITH A DOLLAR AMOUNT, EVEN IF THAT DOLLAR AMOUNT IS \$0.

TABLE 1 - BASE PRICE

Item	Description	Amount (including PST)
1.	General Conditions and Requirements	\$
2.	Demolition, removal of existing windows	\$
3.	Carpentry	\$
4.	Thermal and Moisture Protection	\$
5.	Supply and replacement of Windows	\$
6.	Other (contingency allowances and any other work or costs not reflected in the items above but required to complete the Work covered by the Tender Documents) Please specify: _____ _____	\$
7.	Subtotal (including all PST)	\$
8.	GST (5%)	\$
9.	Tender Price (including all costs, taxes and fees)	\$

WARRANTY OFFERED: _____

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SCHEDULE "A" (PART C - FORM OF TENDER)**

TABLE 2 - Separate Prices

These separate prices will be used to change the scope of the Work upon written instruction from the City. The alternate prices will be applied in accordance with PART 6 CHANGES IN THE WORK of the General Conditions of the Stipulated Price Contract (CCDC 2 - 2008), as modified by the Supplementary General Conditions (Schedule 1 to Part D - Form of Agreement). The prices must include (i) all labour, material and other costs, (ii) overhead and profit, (iii) PST, and (iv) all other taxes, duties, assessments, charges and fees, *except for GST*.

Description	Price Change to Tender Price	
	Value to Add to Tender Price (inc. PST)	Value to Deduct from Tender Price (incl. PST)
1. Replace corner window above the main entrance to 281 Industrial.	\$	\$

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SCHEDULE "B" (PART C - FORM OF TENDER)

SCHEDULE "B"

PRELIMINARY CONSTRUCTION SCHEDULE

The Work is expected to begin by **April 4, 2016** and substantial performance is targeted for **July 15, 2016**. Please clearly define time requirements for project milestones identified in the table below. If necessary, please add an attachment to this Schedule.

TABLE 1 - PROJECT MILESTONES	
Milestone	Date of Completion
Issue Shop Drawings	
Start fabrication	
Mobilize on site	
Substantial Completion	

Additional pages may be attached to this page. Each such additional page is to be clearly marked "ITT No. PS20160209, FORM OF TENDER - SCHEDULE B", and is to be signed by the Tenderer.

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SCHEDULE "C" (PART C - FORM OF TENDER)**

2.0 A hazardous materials survey has been performed at the Site.

Refer to the "Hazardous Materials Survey at 281 Industrial Avenue" dated November 3, 2015 attached as Appendix 3 for detailed information and scope of the required abatement work.

Abatement must be carried out in accordance with the *Occupational Health and Safety Regulation* (British Columbia).

The Tenderer must propose to use one or more of the following pre-qualified hazardous materials abatement contractors for the abatement work and such contractor(s) must be named in the table above.

PRE-QUALIFIED ABATEMENT CONTRACTORS (in alphabetical order)

Company	Address	Phone Number	Email
Actes Environmental	1631 Welch Street, North Vancouver, BC	604-990-4258	info@actesenvironmental.com
Nucor Environmental Ltd.	No. 8 - 1600 Derwent Way, Delta V3M 6M3	604-521-2214	jimd@nucorenv.ca
Environ-Vac	8815 Harvie Road, Surrey, BC	888-296-2499	info@envirovac.com
Phoenix Enterprise	103 - 13125 - 78 th Avenue, Surrey, BC	604-594-0224	phoenixent@phoenixenterprisesltd.com
Pro Active Hazmat and Environmental	101 - 9295 198 Street, Langley	778-298-2268	lukeb@proactivehazmat.com
Quantum Murray	100 - 3600 Viking Way, Richmond, BC	1.800.251.7773	info@qmlp.ca

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SCHEDULE "D" (PART C - FORM OF TENDER)

SCHEDULE "D"

TENDERER'S EXPERIENCE WITH RELATED WORK

Tenderers should confirm that they and their proposed subcontractors have the required experience to perform the Work. Each Tenderer should submit information concerning a minimum of **three (3)** completed projects (similar in scope and size to the Work or to any particular subset of the Work in respect of which separate offers are requested in Section 1.0 of the Form of Tender, if applicable), for each of itself and its proposed subcontractors, including the following information:

Reference #1

Description of Project:

Location of Project:

Contract Value:

\$

(Cdn. Dollars)

Start and Completion Dates:

Completed on Schedule?

Yes

No

(Circle Correct Response)

Name of Contract City:

Name of Project Reference:

Current Telephone Number and E-mail of Project Reference:

Names of Key Personnel and Subcontractors:

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SCHEDULE "D" (PART C - FORM OF TENDER)

Reference #2

Description of Project:

Location of Project:

Contract Value:

\$ _____ (Cdn. Dollars)

Start and Completion Dates:

Completed on Schedule?

Yes No (Circle Correct Response)

Name of Contract City:

Name of Project Reference:

Current Telephone Number and E-mail of Project Reference:

Names of Key Personnel and Subcontractors:

**INVITATION TO TENDER NO. PS20160209
INDUSTRIAL AVENUE WINDOW REPLACEMENT
SCHEDULE "D" (PART C - FORM OF TENDER)**

Reference #3

Description of Project:

Location of Project:

Contract Value:

\$ _____ (Cdn. Dollars)

Start and Completion Dates:

Completed on Schedule?

Yes No (Circle Correct Response)

Name of Contract City:

Name of Project Reference:

Current Telephone Number and E-mail of Project Reference:

Names of Key Personnel and Subcontractors:

Additional pages may be attached to this page. Each such additional page is to be clearly marked "ITT No. PS20160209, FORM OF TENDER - SCHEDULE D", and is to be signed by the Tenderer.

**INVITATION TO TENDER NO. PS20160209
INDUSTRIAL AVENUE WINDOW REPLACEMENT
SCHEDULE "E" (PART C - FORM OF TENDER)**

SCHEDULE "E"

FORCE ACCOUNT LABOUR & EQUIPMENT RATES

Tenderers should complete the following tables setting out the all-inclusive hourly rates for all applicable types of equipment as well as the all-inclusive hourly rates for all applicable categories of labour, which rates will then apply pursuant to any Contract.

TABLE 1 - SCHEDULE OF LABOUR RATES

Job Classification	Regular Rate	Overtime Rate
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$

TABLE 2 - SCHEDULE OF EQUIPMENT RATES

No.	Equipment Description	Hourly Rate	No. of Hours	Overhead And Profit	Total Price
		\$		\$	\$
		\$		\$	\$
		\$		\$	\$
		\$		\$	\$
		\$		\$	\$

Labour and equipment rates must be inclusive of all taxes except for GST, and all assessments, benefits, small tools, overhead and profits.

Additional pages may be attached to this page. Each such additional page is to be clearly marked "ITT No. PS20160209, FORM OF TENDER - SCHEDULE E", and is to be signed by the Tenderer.

INVITATION TO TENDER NO. PS20160209
INDUSTRIAL AVENUE WINDOW REPLACEMENT
SCHEDULE "F" (PART C - FORM OF TENDER)

SCHEDULE "F"

FORM OF CONSENT OF SURETY

PROJECT: _____

Should it be required, we the undersigned Surety Company do hereby undertake to become bound as a surety in an approved Contract Performance Bond and Labour and Material Payment Bond, each in the amount of fifty percent (50%) of the awarded Contract Price for the fulfillment of a Contract, which may be awarded to _____ at the Tender Price (or another offered price) set forth in the attached Tender, which Performance Bond and Labour and Material Payment Bond we understand are to conform to the applicable CCDC forms and be filed with the City within 10 Working Days of receipt of Notice of Award of a Contract, unless otherwise directed by the City.

We hereby further declare that the undersigned Surety Company is legally entitled to do business in the Province of British Columbia and that it has a net worth over and above its present liabilities and the amounts herein set forth.

The Common Seal of _____
was hereto affixed in the presence of:

INVITATION TO TENDER NO. PS20160209
INDUSTRIAL AVENUE WINDOW REPLACEMENT
SCHEDULE "G" (PART C - FORM OF TENDER)

SCHEDULE "G"

SUSTAINABILITY

1. Please list any products or services contemplated in the Tender that are toxic or hazardous to the environment or humans and complete the following table in relation thereto.

Item	Description of Toxin/Hazard	Substantiation for Use	Mitigation strategy to reduce the effect of the Toxin/Hazard

2. Please identify the Tenderer's standard practices for disposal of obsolete or expired products or equipment.

Item	Type of Product/Equipment	Disposal Method

3. Please identify the Tenderer's current or proposed solutions to address and reduce carbon emissions.

Item	Carbon Emission Risk	Solution to Reduce Carbon Emissions

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SCHEDULE "H" (PART C - FORM OF TENDER)

SCHEDULE "H"

CERTIFICATE OF INSURANCE

(TO BE COMPLETED IF AWARDED THE CONTRACT)

GENERAL CERTIFICATE OF INSURANCE

Section 8 b) – City staff to select the required # of days Written Notice before sending the certificate out for completion
 Section 2 through 8 – to be completed and executed by the Insurer or its Authorized Representative

1. **THIS CERTIFICATE IS ISSUED TO:** City of Vancouver, 453 W 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/are either an individual(s) or a legally incorporated company(ies)]*

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 and shall contain a waiver clause in favour of the City of Vancouver.

(All Risks Coverage including Earthquake and Flood)	INSURED VALUES: (Replacement Cost)
INSURER: _____	Building and Tenants' Improvements: \$ _____
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:

<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 INSURER: _____ POLICY NUMBER: _____ POLICY PERIOD: From _____ to _____	LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive) Per Occurrence: \$ _____ Aggregate: \$ _____ All Risk Tenants' Legal Liability: \$ _____ Deductible Per Occurrence: \$ _____
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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) *The required insurance shall not be cancelled or endorsed to reduce the limits of liability without THIRTY (30) days' notice in writing by Registered Mail to the holder of this Certificate. Should the policy be endorsed to restrict coverage midterm, notice of such restriction will be provided in writing by Registered Mail to the holder of this Certificate no later than effective date of change; 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 _____

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

INVITATION TO TENDER NO. PS20160209
INDUSTRIAL AVENUE WINDOW REPLACEMENT
SCHEDULE "I" (PART C - FORM OF TENDER)

SCHEDULE "I"

CERTIFICATE OF EXISTING INSURANCE

(TO BE COMPLETED AND SUBMITTED WITH TENDER. PLEASE USE ATTACHED FORM)



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

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

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

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

BUSINESS TRADE NAME or DOING BUSINESS AS

BUSINESS ADDRESS

DESCRIPTION OF OPERATION

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

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

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

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

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

INSURER _____	Limits of Liability -
POLICY NUMBER _____	Combined Single Limit \$ _____
POLICY PERIOD From _____ 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

INVITATION TO TENDER NO. PS20160209
INDUSTRIAL AVENUE WINDOW REPLACEMENT
SCHEDULE "J" (PART C - FORM OF TENDER)

SCHEDULE "J"

UNDERTAKING OF INSURANCE

To: City of Vancouver

Re: PS20160209 - Industrial Avenue Window Replacement

Dear Sirs:

We, the undersigned have completed, signed and attached the "Certificate of Existing Insurance" enclosed with this undertaking and now also do hereby undertake and agree that if _____ (the "Tenderer") is awarded a Contract, we will insure the Contractor in accordance with the requirements of the Contract, the form of which is included in the Tender Documents and will form part of the Contract Documents.

Dated at _____, British Columbia, this _____ day of _____ 20_____.

By: _____

Title: _____

Full Corporate Name of Insurer:

The "Certificate of Existing Insurance" provided with the ITT should be completed and signed and enclosed with this schedule, both of which are to be signed by the Insurance Company or an authorized broker on behalf of the Insurance Company. A SEPARATE FORM (AND CERTIFICATE OF EXISTING INSURANCE) SHOULD BE SIGNED FOR EACH POLICY IF THE TENDERER HAS MORE THAN ONE INSURER OR BROKER FOR ITS POLICIES.

**INVITATION TO TENDER NO. PS20160209
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SCHEDULE "K" (PART C - FORM OF TENDER)**

Schedule "K"
DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

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

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

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

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

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

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

Signature: _____

Name and Title: _____

**INVITATION TO TENDER NO. PS20160209
INDUSTRIAL AVENUE WINDOW REPLACEMENT
SCHEDULE "L" (PART C - FORM OF TENDER)**

SCHEDULE "L"

CONFLICT OF INTEREST DECLARATION

NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING

Declaration as to no Conflict of Interest in ITT

- (a) The Tenderer confirms and warrants that there is no officer, director, shareholder, partner, employee or contractor of the Tenderer or of any of its proposed subcontractors, or any other person related to the Tenderer's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is:
- a. an official or employee of the City; or
 - b. related to or has any business or family relationship with an elected official or employee of the City,
- in each case, such that there could be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of the Tender by the City, and, in each case, except as set out, in all material detail in the section titled "Disclosure" in this Schedule "L".
- (b) The Tenderer confirms and warrants that there is no person having an interest (as defined above) who is a former official, former employee or former contractor of the City and who has non-public information relevant to the ITT obtained during his or her employment or engagement by the City, except as set out, in all material detail, in the section titled "Disclosure" in this Schedule "L".

Declaration as to No Conflict of Interest Respecting Proposed Supply

The Tenderer confirms and warrants that neither the Tenderer nor any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that entering into an agreement with the City in relation to the subject matter of the ITT would create a conflict of interest or the appearance of a conflict of interest between the Tenderer's duties to the City and the Tenderer's or its subcontractors' duties to such third party, except as set out, in all material detail, in the section titled "Disclosure" in this Schedule "L".

Declaration as to No Collusion

The Tenderer confirms and warrants that:

- (a) the Tenderer is not competing within the ITT with any entity with which it is legally or financially associated or affiliated; and
- (b) the Tenderer is not cooperating in any manner in relation to the ITT with any other tenderer responding to the ITT,

