

Financial Services Department
Purchasing Division
City Hall, PO Box 1118
200 King Street West
Kitchener ON N2G 4G7
www.kitchener.ca
Phone: 519-741-2218
Fax: 519-741-2222

December 12, 2008

TENDER: T08-102 RESIDENTIAL WATER HEATERS

**TIME AND DATE OF CLOSING: 12:00 NOON LOCAL TIME
THURSDAY JANUARY 15TH, 2009**

You are invited to submit a sealed tender to the City of Kitchener, Purchasing Division, for the requirements as set out in this Request for Tender.

- a) Tenders are to be submitted to the **Purchasing Department, 4th Floor**, City Hall, 200 King Street West, Kitchener, Ontario on our Form of Tender, in the envelope provided, or your envelope, **clearly marked with the tender number, closing date and your company name.**
- b) Should you wish to elaborate on your tender, you may do so on your letterhead and include this in the tender envelope.
- c) Questions, clarification or interpretations regarding this Request for Tender are to be requested in writing by the bidder and directed to Steve Rudak, Buyer, phone 519-741-2213, fax 519-741-2222, e-mail: steve.rudak@kitchener.ca. All registered bidders will receive written clarification.
- d) Your signed tender shall be taken as your statement that you understand the requirements and agree to comply with same.
- e) Submit your tender no later than 12 noon local time on the date shown above. Tenders will be opened publicly at 2:00 p.m. the same day in the Scott Room, 9th Floor, City Hall, 200 King St. West, Kitchener, Ontario.
- f) Bid opportunities can be viewed and/or downloaded from our website. Bid results will be posted, when applicable, on the website after opening. <http://www.kitchener.ca/tenders/tender.asp>

The lowest or any tender will not necessarily be accepted.

Yours truly,

Steve Rudak
Buyer

SR/plf

BIDDER'S CHECK LIST

Prior to submitting your tender, check the following:

1. Has your tender been signed? ()
2. Have you completed all schedules and prices in the Form of Tender? (if applicable) ()
3. Have you indicated the number of addenda included in the Tender price? (if applicable) ()
4. Have you provided your full statement of warranty? (if applicable) ()
5. Are the documents complete? ()

NOTE: Tenders may be disqualified if ANY of the foregoing points have not been completed as specified.

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NOTE: Failure to sign Page 26 will result in non-acceptance of this Tender.

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INFORMATION FOR BIDDERS

The Corporation of the City of Kitchener shall hereinafter be referred to as "the City."

1. **DESCRIPTION OF WORK**

Supply, deliver and warrant Natural Gas Residential Water Heaters in support of Kitchener Utilities Rental Water Heater Program.

2. **DELIVERY AND OPENING OF TENDERS**

Sealed Tenders, complete in every respect, submitted in the envelope provided or your envelope, **clearly marked with the tender number, closing date and your company name**, will be received by:

THE CORPORATION OF THE CITY OF KITCHENER
Purchasing Division
 200 King Street West, 4th Floor Berlin Tower
 Kitchener ON N2G 4G7

NO LATER THAN 12:00 NOON, LOCAL TIME – THURSDAY JANUARY 15TH, 2009

Tenders will be opened publicly in City Hall, 200 King Street West, Scott Room, 9th Floor, at 2:00 p.m. the same day.

Tenders received by Purchasing later than the specified closing date and time, will be returned to the bidder.

Tenders shall be submitted on the Form of Tender provided and must be properly signed where indicated, otherwise, the tender may, but shall not necessarily, be declared "Informal" and rejected.

A Bidder on a project may request that their tender be withdrawn. Withdrawal shall only be allowed if the request is made in writing by the bidder and delivered to the Director of Purchasing before the closing time for the tender to which it applies.

Tenders confirmed as withdrawn shall be returned unopened to the bidder. The withdrawal of a tender does not disqualify a bidder from submitting another tender prior to the closing time.

3. **CITY'S REPRESENTATIVE**

City's Representative: Barry Nash, Manager of Customer Relations, 519-741-2531

E-mail: barry.nash@kitchener.ca

Every request for an interpretation shall be made in writing to Steve Rudak, Buyer, fax 519-741-2222, e-mail: steve.rudak@kitchener.ca

4. **ADDENDUM**

All addenda sent to the Bidder prior to the closing date shall be considered part of the contract

documents. All addenda will be posted on the City of Kitchener website, <http://www.kitchener.ca/tenders/tender.asp>

No addenda will be issued after 12:00 noon the day before closing.

5. **INFORMAL OR UNBALANCED TENDERS**

Tenders which are incomplete, conditional, illegible, obscure or qualified in any way, or that contain additions not called for, erasures, alterations or irregularities of any kind, may be rejected as informal.

Tenders that contain prices which appear to be so unbalanced as likely to affect adversely the interests of the City may be rejected.

Whenever a tender in the amount tendered for an item does not agree with the extension of the estimated quantity and the tendered unit price, the unit price shall govern and the amount shall be corrected accordingly.

6. **OMISSIONS AND DISCREPANCIES**

Notify Steve Rudak, Buyer, in writing or by e-mail steve.rudak@kitchener.ca, at once of discrepancies found in, or omissions from, the specifications or other documentation, or if in doubt as to their meaning. The Director of Purchasing may issue written addenda in the form of a fax or e-mail to all Bidders. **The City will not be responsible for any verbal instructions.**

7. **INTERPRETATIONS**

No oral interpretations shall be made to a Bidder as to the meaning of any of the contract documents, or be effective to modify any of the provisions of the contract documents. Every request for an interpretation shall be made in writing, addressed and forwarded to Steve Rudak, Buyer, phone 519-741-2213, fax 519-741-2222, e-mail: steve.rudak@kitchener.ca. All Bidders will receive any written clarification provided.

8. **TENDER ACCEPTANCE PERIOD**

It is understood that, in submitting a Tender, each Bidder agrees that their Tender may be subject to acceptance up to sixty (60) working days after closing date for tenders.

9. **ACCEPTANCE OR REJECTION OF TENDERS**

The City reserves the right to reject any or all tenders and the lowest or any tender will not necessarily be accepted.

The City reserves the right to accept any tender which is considered best for the interests of the City.

The determination of the best interests of the City and the lowest ultimate cost of the tender may, where bidders have completed similar work for the City during the preceding five years, take into account past performance, quality of work received, and staff time invested in obtaining compliance with specifications.

The City shall not be responsible for any liabilities, cost, expenses, loss or damage incurred, sustained or suffered by any Bidder by reason of the acceptance or non-acceptance, by the City, of any tender or by reason of any delay in the acceptance of a tender save as provided in the contract.

No tender shall be accepted from any person or corporation who, or which, has a claim or has instituted a legal proceeding against the City or against whom the City has a claim or has instituted a legal proceeding with respect to any previous contract, without the prior approval of Council.

The Bidder acknowledges and agrees that nothing contained herein, in the tender documents or elsewhere, no act done or expense incurred by it in the preparation and submission of this tender, no trade or industry custom or practice, and no representation or assurance that may have been made or given to it by or on behalf of the City, shall in any manner legally bind the City, in any circumstances, to accept this tender, the lowest tender, only a tender submitted in compliance with the requirements of the tender documents, or any tender at all. The Bidder further acknowledges and agrees that the City shall have complete and unrestricted liberty in this regard and may reject any or all tenders or may accept any tender in whatever manner, at whatever tender price, on whatever terms and for whatever reasons as the City, in its absolute discretion, considers to be in its own best interests, all without liability or obligation of any kind to the Bidder.

10. **PROVINCIAL SALES TAX**

All unit prices tendered for this requirement shall be PST extra where applicable.

11. **GOODS AND SERVICES TAX**

All unit prices tendered for this requirement shall be GST extra where applicable.

12. **LAWS AND REGULATIONS**

The Bidders are assumed to have made themselves familiar with and will abide by all Federal, Provincial, Municipal and Local Laws, rules and regulations which in any way affect the work, and no plea of misunderstanding will be considered on account of ignorance thereof. If the Bidder shall discover any provisions in the drawings, specifications or contract that are contrary to or inconsistent with any law, rule or regulation, they shall at once report it to the City's Representative, in writing.

13. **LAWS**

It is agreed that the goods supplied shall comply with all Federal, Provincial and other laws applying thereto.

14. **TERM OF CONTRACT**

Award of this contract shall be for an initial one (1) year period with an option to renew as stated in the Form of Tender. Subject to mutual agreement for each subsequent term.

15. **DISCLOSURE OF BID INFORMATION**

The Bidder acknowledges that submission of a bid for this tender will be deemed by the City to be the Contractor's consent to the City releasing publicly in any format, ***both the Contractor's name and total bid price***, including but not limited to the reference of same verbally at the opening of the tenders, in written public reports to council, and the posting on the City's website. Unit pricing will be held in confidence unless otherwise specified herein. Any limitation or qualification on the City's right to release ***both the Contractor's name and total bid price will result in the bid being found non-compliant***.

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GENERAL CONDITIONS

1. GENERAL

This tender, including these terms and conditions, forms the entire contract between the parties, and no variations thereof, irrespective of the wording of the Bidder's acceptance will be effective unless specifically agreed to in writing.

2. EXPEDITING

The Contractor shall maintain a system of expediting delivery of materials and equipment such that the project will proceed as stated in the Form of Tender.

3. QUALITY

Goods are subject to Buyer's inspection and approval at a reasonable time after delivery. If specifications are not met, goods may be returned at seller's expense.

4. STANDARDS

All goods supplied to the City must be appropriately identified as approved by the Canadian Standards Association (CSA) and/or the Underwriters Laboratories (UL), standards for safety.

5. UNIT PRICE SCHEDULE

Unit prices must be shown in the Form of Tender and shall include all labour, materials, installation, overhead, profit and all relative charges of the Contractor and represent the actual cost to the City. The unit prices shall be used for computing additions to and deductions from the contract.

6. CONTRACTOR'S INSOLVENCY

The purchase may be terminated, at the City's option, effective upon written notice to the Contractor in the event that: Contractor files for bankruptcy, becomes insolvent, makes an assignment for the benefit of creditors, or has a receiver appointed, or any proceeding is demanded for, by or against the Contractor under any provision of the Federal Bankruptcy Act, as amended or any applicable Provincial Law.

7. CONTRACTOR'S DEFAULT

Upon any default of the Contractor, the City at its election may reduce or cancel any purchase order in the event that any delivery or deliveries affected are not made at the time specified in this Tender.

8. UNLOADING

Unloading shall be executed by the Contractor using approved lifting techniques.

9. **SHIPMENT**

Time shall be the essence of the contract. Goods must be delivered within the time promised, failing which the Buyer reserves the right to cancel the order or unshipped portion thereof without penalty or prejudice.

10. **PATENTS**

The Contractor shall hold and save the City, their officers, agents and users of its product, harmless from liability of any kind for or on account of the use, sale or lease of any patented or unpatented invention, article or appliance furnished or used hereunder.

11. **ORDER PROCEDURE**

A Contract Order will be issued for the items listed for the term of the contract.

12. **QUANTITIES**

The quantities shown are not to be taken as a firm commitment as they are estimates only, based on the previous years usage and/or on this years anticipated usage. The actual quantities purchased against this contract may be greater or less than indicated at no penalties to the City.

13. **ADDITIONS TO CONTRACT**

The City reserve the right to add or delete items not listed herein but required throughout the year. Those items will automatically become part of the contract and subject to all the same terms and conditions.

The City reserves the right to add or delete City Facilities from this contract.

14. **PRICING**

We are requesting firm prices for the term of the contract noted on the tender form. If you are unable to bid on this basis, please detail your pricing policy and include it with your tender. All prices tendered shall be in Canadian funds and must be inclusive of customs, duty and freight.

15. **AWARD OF CONTRACT**

The City reserves the right to award this contract on a lot, unit or item basis.

16. **INCOMPLETE BIDS**

Partial bids or incomplete bids will not be given the same consideration that complete or near complete bids will receive. The City will evaluate all bids and select the one which represents the lowest ultimate cost for an acceptable product for the term of the contract.

17. **QUALIFYING OF BIDS**

Bidders are cautioned against qualifying their bids in any manner whatsoever, as this may result in their bid being rejected. However, descriptive literature may be included, as long as its sole purpose is only to amplify the tender. Should you wish to elaborate on any aspect of this tender, you may do so separately on your letterhead.

18. **WARRANTY**

The Bidder shall provide a full statement of the warranty. This warranty should clearly describe the terms under which the Bidder accepts responsibility for the cost to repair defects caused by faulty design, quality of work or material and for what period of time after delivery.

19. **FORCE MAJEURE**

- a) If the Contractor is delayed in delivery by labour disputes, strikes, lock-outs, fire, or by any cause of any kind whatsoever beyond the manufacturer's control then the time of delivery shall be extended for a period of time equal to the time lost due to such delays, at no cost penalty to the City.
- b) No such delivery time extension shall be made for delays unless written notice of same is given to the City within seven (7) days of its commencement. Where it is the case of a continuing cause of delay only one claim shall be necessary.

20. **CANCELLATION**

The City reserves the right to cancel any orders placed, as a result of this contract, upon 20 days written notice.

21. **DISCOUNTS**

Cash discount periods will be computed either from the date of delivery and acceptance of the goods ordered, or the date of receipt of correct and proper invoices, whichever date is later.

22. **ASSIGNMENT**

Neither this Tender nor the right to receive payment hereunder may be assigned or transferred without the prior express written consent of the City and any attempted assignment shall be void and of no force or effect against the City.

23. **SIGNED BID TO BE CONSIDERED AN OFFER**

The submission of a signed tender to the City shall be deemed to constitute an "Offer" which may be accepted, at the option of the City by issuance of a "Purchase Order". Upon such acceptance the terms, conditions and specifications herein set forth shall be confirmed and binding upon the City and the Contractor. Upon acceptance of the tender, both parties hereto agree to do everything necessary to ensue that the terms of this agreement take effect.

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SUPPLEMENTARY TERMS & CONDITIONS

1. GENERAL

The tender applies to automatic residential natural gas water heaters equipped with draft hoods for use in the City's rental program. The types required as follows:

Conventional: 40 gallon FVIR, 50 gallon FVIR, 60 gallon FVIR and 75 gallon
Power Vented: 40 gallon FVIR, 50 gallon FVIR, 60 gallon FVIR and 75 gallon FVIR
Direct Vented: 50 gallon FVIR
High Input Power Vented: 50 gallon
Power Vent / Direct Vent: 40 gallon, 50 gallon
Tankless: 5 gallons per minute, 7 gallons per minute (gpm)

2. MARKETING

The successful bidder(s) shall provide demonstrator water heaters and related display materials suitable for use at home and trade shows at no additional cost.

The display models shall have a side cut-away for visual demonstration purposes.

The water heaters purchased by the City shall be labelled with a "Kitchener Utilities" sticker.

All water heaters should be EnergyStar rated, unless otherwise specified.

3. QUANTITY

The City requires approximately 4,700 water heaters annually, however, the quantities listed shall not be construed as a firm commitment and/or limiting in scope.

4. INVENTORY, DELIVERY AND DOCUMENTATION

The successful bidder(s) shall maintain an adequate level of stock to service the City with deliveries made within twenty four (24) hours of order placement.

Deliveries shall be to:

Kitchener Utilities, 83 Elmsdale Drive, Kitchener, ON., N2E 1H7, Attention: Charlie Pavlinich

Deliveries shall be in less than truck load quantities with scheduling to be arranged with the successful bidder(s)

Back Orders shall be communicated to the City Representative along with firm arrangement to fulfill the short shipment.

In addition to standard documentation a spreadsheet detailing: the Contract Number, the Packing Slip or Bill of Lading Numbers, the Water Heater Model Numbers, the Serial Numbers, and Date of Delivery, shall be attached to the Packing Slip, Bill of Lading and Pro Bill (as applicable).

The spreadsheet shall be prepared in MS Excel and on the same date as delivery it shall be sent electronically to:

barry.nash@kitchener.ca and charlie.pavlinich@kitchener.ca

5. **I.S.O. QUALITY REQUIREMENTS**

The manufacturing plant shall be an I.S.O. certified environment.
Attach a current certificate to the back of the Form of Tender.

In addition, the component parts used in the fabrication of the water heaters shall carry C.G.A., and, where appropriate C.S.A. approvals.

Detailed descriptions of the manufacturer's quality control procedures shall be supplied on request and the bidders shall also arrange an in-plant inspection if requested to do so.

The City reserves the right to verify performance of the water heaters and its component parts by its own quality control inspections and testing methods. Additionally, the City reserves the right to reject and return water heaters and component parts that do not comply with the specifications.

Quality rejects shall be sufficient reason for the City to terminate the contract with no liability on the part of the City for water heaters or component parts not yet delivered and for those delivered but deemed not in compliance with these requirements.

6. **AMENDMENTS TO DESIGN, MATERIALS, & COMPONENT PARTS**

Neither the design, the materials and/or the component parts of an approved water heater may be changed unless approvals have been provided by the City prior to delivery.

The City reserves the right to request modifications during the contract and in the event of such a request, the successful bidder(s) may request an amendment to the contract price.

7. **POWER VENTED WATER HEATERS**

Power vented units shall be two inch (2") 636 PVC material, and able to be vented up to eighty feet (80') and shall also meet reasonable sound level requirements as determined by the City.

8. **FORM OF TENDER**

Bid schedules have been prepared as follows:
 Schedule A.: SIX (6) Year Warranty on Leakage, Parts, & Labour;
 Schedule B.: SIX (6) Year Warranty Exclusions;
 Schedule C.: SIX (6) Year Program Allowances;
 Schedule D.: TEN (10) Year Warranty on Leakage, Parts, & Labour;
 Schedule E.: TEN (10) Year Warranty Exclusions;
 Schedule F.: TEN (10) Year Program Allowances;
 Schedule G.: I.S.O. Quality Requirements.

9. **WARRANTY**

9.1 **Leakers: SIX (6) Year and TEN (10) Year Unconditional Replacement Provision**

If and when a water heater is to be replaced and during that time a technology change is brought forward through legislation or solely by the manufacturer, then the new technology model shall be provided as an "added value" to the resident and at no additional cost to the City.

The warranty shall provide SIX (6) and/or TEN (10) years on leakage from the date of installation and shall also include the following cost reimbursements: *Where a tank develops a leak and is replaced by the City within ten (10) years of service from the date of installation, then the successful bidder(s) shall reimburse the City for the price of the exchange tank, and the City shall also receive compensation for travel, labour, and administration fees, **PLUS** the cost of freight to return the leaking tank to the contractor.*

Refer to **Schedule "A" and Schedule "D"**, Warranty Detail, on leakage from date of install and labour to replace leakers.

9.2 **Component Part Replacements: Cost Reimbursement Provision on Repair**

Year 1.:

From date of installation all parts shall be paid for by the contractor(s) PLUS the contractor(s) shall cover the cost of freight to return defective parts to their plant (if required to do so) PLUS additional "Allowances" as identified and set out in Section 9.4.

Year 2 to Year 10 inclusive:

All parts shall be paid for by the contractor PLUS the cost of freight to return defective parts to the contractors plant (if required to do so) PLUS other allowances as identified in Section 9.4.3.

9.3 **Labour**

9.3.1 **Leakers:**

to remove and replace a leaker, SIX (6) and/or TEN (10) year unconditional from date of installation,

9.3.2 **Year 1.: Component Parts**

to remove and replace any component part.

SIX (6) Year Warranty Allowances:

Complete **Schedule "C"**, Section C1 and C2 to confirm compliance.

TEN (10) Year Warranty Allowances:

Complete **Schedule "F"**, Section F1 and F2 to confirm compliance.

9.4 **Allowance Provision**

9.4.1 **Leakers:**

all travel and administration fees shall be reimbursed

9.4.2 **Year 1.: Component Part Replacements**

all travel and administration fees shall be reimbursed

9.4.3 **Year 2 to 10.: Component Part Replacements**

all labour, travel and administration fees shall be reimbursed.

SIX (6) Year Warranty Allowances:

Complete **Schedule "C"**, Section C1 and C2 to confirm compliance.

TEN (10) Year Warranty Allowances:

Complete **Schedule "F"**, Section F1 and F2 to confirm compliance.

CORPORATION OF THE CITY OF KITCHENER – FORM OF TENDER**FOR: T08-102 RESIDENTIAL WATER HEATERS****INDEX**

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CORPORATION OF THE CITY OF KITCHENER – FORM OF TENDER**T08-102 RESIDENTIAL WATER HEATERS**

SUBMITTED BY: _____ (Company Name)

TO: The Corporation of the City of Kitchener
 Financial Services Department - Purchasing
 200 King St W, 4th Floor Tower
 Kitchener ON N2G 4G7

I/We the undersigned do hereby offer to supply the requirements, services or perform the work as defined in the Information for Bidders, General Conditions and Special Provisions of this Tender, incorporated herein in full by reference and including any supplementary terms, information and conditions as set out herein.

TERM OF CONTRACT: FEBRUARY 1, 2009 TO JANUARY 31, 2010 (1 Year)

Option to renew for four (4) additional twelve (12) month terms

T08-102	Schedule "A"	Schedule "D"
	SIX (6) Year Program	TEN (10) Year Program
TOTAL BID PRICE:	\$	\$
	<i>from page 19</i>	<i>from page 22</i>

The above price is G.S.T. **EXTRA** and P.S.T. **EXTRA**.

F.O.B. POINT: To be destination, prepaid and not charged.

VALID FOR ACCEPTANCE WITHIN SIXTY (60) WORKING DAYS

TERMS OF PAYMENT: _____

PRICES ARE FIRM FOR TERM OF CONTRACT: YES ☐ NO ☐

IF NO, PLEASE STATE PRICING POLICY: _____

WARRANTY: Complete all required schedules and provide comments where/as necessary

This Tender includes addendum number(s) _____ to _____

PURCHASE REPORTS: The contractor(s) shall provide consolidated purchase reports on request.

Schedule "A": Bid Prices - SIX (6) Year Warranty on Leakage, Parts, and Labour														
	Conventional Vented				Power Vented				Direct Vent	Hi-Input P V	Direct Vent PV		Tankless	
	40 gal FVIR	50 gal FVIR	60 gal FVIR	75 gal -	40 gal FVIR	50 gal FVIR	60 gal FVIR	75 gal FVIR	50 gal FVIR	50 gal -	40 gal -	50 gal -	5gpm	7gpm
Unit Price:	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Estimated Quantity:	700	1500	100	20	200	1600	400	20	40	10	5	5	50	50
Extended Bid Price:	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Total Bid Price:													\$	
<i>(Add: Fourteen (14) extended price columns and insert the Total Bid Price here) ?</i> <i>Forward to Page 18</i>														
Warranty Detail: Refer to Supplementary Terms & Conditions, page 15 to 16, Item 9 , Warranty														
Confirm warranty period on leakage from date of install:														
Confirm warranty period on labour to replace leakers from date of installation:														
Confirm warranty period on parts from date of installation:														
Confirm warranty period on labour to replace parts from date of installation:														
Are all parts covered?	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No
Complete Schedule "B", Exclusions from Warranty, listing the component parts that are not covered during the warranty period.														

Schedule "B": Exclusions from Warranty – Water Heaters with SIX (6) Years on Leakage, Parts, and Labour <i>List all component parts that are not included, state the reason(s) for exclusion noting any component not listed shall be part of the warranty:</i>	
Conventional Vented: 40 gallon, FVIR	
Conventional Vented: 50 gallon, FVIR	
Conventional Vented: 60 gallon, FVIR	
Conventional Vented: 75 gallon	
Power Vented: 40 gallon, FVIR	
Power Vented: 50 gallon, FVIR	
Power Vented: 60 gallon, FVIR	
Power Vented: 75 gallon, FVIR	
Direct Vented: 50 gallon, FVIR	
High Input Power Vented: 50 gallon	
Direct Vent / Power Vent: 40 gallon	
Direct Vent / Power Vent: 50 gallon	
Tankless: 5 gallons per minute	
Tankless: 7 gallons per minute	

Schedule "C": Allowances during SIX (6) Year Warranty on Leakage, Parts, and Labour						
<i>Complete all spaces.</i>						
C1.: Repair Defective Water Heaters	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
State the labour allowance payable to repair a defective water heater during warranty:	\$	\$	\$	\$	\$	\$
State the travel allowance payable to repair a defective water heater during warranty:	\$	\$	\$	\$	\$	\$
State the administration allowance payable to repair a defective water heater during warranty:	\$	\$	\$	\$	\$	\$
Are the defective parts to be returned?	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No
State the defective parts return address here:						
Will the parts be swapped one for one? If no, then detail the process in Section C3.	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No
Is an RMA required to return defective parts?	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No
State the component parts return allowance to cover administration and shipping costs here:	\$	\$	\$	\$	\$	\$
C2.: Replace Defective Water Heaters						
State the allowance to remove and replace a defective water heater during warranty:	\$	\$	\$	\$	\$	\$
State the travel allowance to replace a defective water heater during warranty:	\$	\$	\$	\$	\$	\$
Are defective water heaters to be returned? If no, then detail the process in Section C3.	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No
Is an RMA required to return defective units?	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No
State the water heater return allowance to cover administration and shipping costs here:	\$	\$	\$	\$	\$	\$
C3.: Provide comments related to allowances here:						
<i>If more space is required attach a Supplement to Schedule "C" to the back of this Form of Tender</i>						

Schedule "D": Bid Prices – TEN (10) Year Warranty on Leakage, Parts, and Labour														
	Conventional Vented				Power Vented				Direct Vent	Hi-Input P V	Direct Vent PV		Tankless	
	40 gal FVIR	50 gal FVIR	60 gal FVIR	75 gal -	40 gal FVIR	50 gal FVIR	60 gal FVIR	75 gal FVIR	50 gal FVIR	50 gal -	40 gal -	50 gal -	5gpm	7gpm
Unit Price:	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Estimated Quantity:	700	1500	100	20	200	1600	400	20	40	10	5	5	50	50
Extended Bid Price:	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Total Bid Price:													\$	
<i>(Add: Fourteen (14) extended price columns and insert the Total Bid Price here) ?</i> <i>Forward to Page 18</i>														
Warranty Detail: Refer to Supplementary Terms & Conditions, page 15 to 16, Item 9 , Warranty														
Confirm warranty period on leakage from date of install:														
Confirm warranty period on labour to replace leakers from date of installation:														
Confirm warranty period on parts from date of installation:														
Confirm warranty period on labour to replace parts from date of installation:														
Are all parts covered?	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No
Complete Schedule "B", Exclusions from Warranty, listing the component parts that are not covered during the warranty period.														

Schedule "E": Exclusions from Warranty – Water Heaters with TEN (10) Years on Leakage, Parts, and Labour*List all component parts that are not included, state the reason(s) for exclusion noting any component not listed shall be part of the warranty:*

Conventional Vented: 40 gallon, FVIR	
Conventional Vented: 50 gallon, FVIR	
Conventional Vented: 60 gallon, FVIR	
Conventional Vented: 75 gallon	
Power Vented: 40 gallon, FVIR	
Power Vented: 50 gallon, FVIR	
Power Vented: 60 gallon, FVIR	
Power Vented: 75 gallon, FVIR	
Direct Vented: 50 gallon, FVIR	
High Input Power Vented: 50 gallon	
Direct Vent / Power Vent: 40 gallon	
Direct Vent / Power Vent: 50 gallon	
Tankless: 5 gallons per minute	
Tankless: 7 gallons per minute	

Schedule "F": Allowances during TEN (10) Year Warranty on Leakage, Parts, and Labour*Complete all spaces.*

F1.: Repair Defective Water Heaters	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6 - 10
State the labour allowance payable to repair a defective water heater during warranty:	\$	\$	\$	\$	\$	\$
State the travel allowance payable to repair a defective water heater during warranty:	\$	\$	\$	\$	\$	\$
State the administration allowance payable to repair a defective water heater during warranty:	\$	\$	\$	\$	\$	\$
Are the defective parts to be returned?	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No
State the defective parts return address here:						
Will the parts be swapped one for one? If no, then detail the process in Section F3.	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No
Is an RMA required to return defective parts?	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No
State the component parts return allowance to cover administration and shipping costs here:	\$	\$	\$	\$	\$	\$
F2.: Replace Defective Water Heaters						
State the allowance to remove and replace a defective water heater during warranty:	\$	\$	\$	\$	\$	\$
State the travel allowance to replace a defective water heater during warranty:	\$	\$	\$	\$	\$	\$
Are defective water heaters to be returned? If no, then detail the process in Section F3.	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No
Is an RMA required to return defective units?	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No
State the water heater return allowance to cover administration and shipping costs here:	\$	\$	\$	\$	\$	\$
F3.: Provide comments related to allowances here:						
If more space is required attach a Supplement to Schedule "F" to the back of this Form of Tender						

Schedule "G": I.S.O. Quality Requirements														
	Conventional Vented				Power Vented				Direct Vent	Hi-Input P V	Direct Vent PV		Tankless	
	40 gal FVIR	50 gal FVIR	60 gal FVIR	75 gal -	40 gal FVIR	50 gal FVIR	60 gal FVIR	75 gal FVIR	50 gal FVIR	50 gal -	40 gal -	50 gal -	5gpm	7gpm
Are the water heaters assembled in an I.S.O. environment?	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No
EnergySTAR rated?	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No
Attach a copy of your Quality Management System (I.S.O.) Certificate to the back of the Form of Tender.														
Are all component parts built to "quality standards" in an I.S.O. environment?														
List the component parts that are not built to "quality standards in an I.S.O. environment:														
State the three (3) component parts most frequently replaced:														
Explain the process for handling latent defects and comment on any additional costs as they would relate to the City:														
If more space is required attach a Supplement to Schedule "G" to the back of this Form of Tender														

I/We certify that I/we have the authority to bind the company.

COMPANY NAME

AUTHORIZED SIGNATURE

ADDRESS

NAME (PRINT OR TYPE)

CITY AND POSTAL CODE

TITLE

TELEPHONE NUMBER

FAX NUMBER

E-MAIL ADDRESS

DATE

NOTE: Failure to sign this page will result in non-acceptance of this Tender.

NOTICE OF "NO BID"

The Corporation of the City of Kitchener

Purchasing Division

200 King St. W., 4th Floor

Kitchener ON N2G 4G7

Phone: 519-741-2218

Fax: 519-741-2222

Tender No.: T08-102

Closing Date: **THURSDAY JANUARY 15TH, 2009**

IMPORTANT - PLEASE READ THIS

It is important that the City receive a reply from all invited bidders. There is no obligation to submit a quotation or tender, however, should you choose not to bid, completion of this "No Bid" form will assist the Municipality in determining the type of goods or services for which you may have an interest in bidding, in the future. This "No Bid" form may be faxed back to 519-741-2222.

INSTRUCTIONS

If you are unable, or do not wish to submit a tender, please complete the following portions of this form. State your reason for not bidding by checking applicable boxes or by explaining briefly in the space provided. It is not necessary to return any other tender documents. Just return the completed form in the enclosed return envelope provided prior to the official closing date.

1. We do not manufacture/supply this commodity
2. We do not manufacture/supply to this specification
3. Unable to quote competitively
4. Cannot handle due to present plant load
5. Quantity/job too large
6. Quantity/job too small
7. Cannot meet delivery/completion requirements
8. Agreements with distributors/dealers do not permit us to sell direct
9. Licensing restrictions

Other reasons or additional comments:

Do you wish to bid on these goods/services in the future?

Yes

No

Company Name:

Address:

Name & Position:

Phone Number:

Fax Number: