



---

REQUEST FOR QUOTATIONS NO. PS20150300 (the "RFQ") IN RESPECT OF

**PIPE - PRE-INSULATED BONDED PIPING SYSTEM FOR DIRECT BURIED HOT WATER DISTRICT HEATING APPLICATION - SUPPLY AND DELIVER**

Quotations are to be addressed to the Purchasing Services Office, City of Vancouver, 453 West 12<sup>th</sup> Avenue, Vancouver, British Columbia, Canada, V5Y 1V4, and should be received prior to 3:00 p.m., Vancouver Time (as defined in Note 3 below), on March 31, 2015 (the "Closing Time").

QUOTATIONS WILL NOT BE PUBLICLY OPENED.

NOTES:

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

**Rob Johnson - Buyer**

Fax: 604-873-7057

Email: [rob.johnson@vancouver.ca](mailto:rob.johnson@vancouver.ca)

(the "Contact Person")

REQUEST FOR QUOTATIONS NO. PS20150300  
SUPPLY AND DELIVER PRE-INSULATED BONDED PIPING SYSTEM  
TABLE OF CONTENTS

---

<b>INSTRUCTIONS TO VENDORS</b>	<b>Pages 1 - 5</b>
1.0 Introduction and Submission Instructions	
2.0 Sustainability	
3.0 Inquiries	
4.0 Pricing	
5.0 Address(es) for Deliveries or Work	
6.0 Delivery Times or Work Schedules	
7.0 Quantities	
8.0 Terms of Payment	
9.0 Contracting	
10.0 Alternatives / Deviations	
11.0 Evaluation Criteria	
12.0 No Claims Against the City	
13.0 Conflicts/Collusion/Lobbying	
 <b>QUOTATION FORM</b>	 <b>Pages QF1 - QF6</b>
 <b>APPENDIX 1 - REQUIREMENTS</b>	 <b>Pages Ax1-1 - Ax1-7</b>
<b>APPENDIX 2 - DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE</b>	<b>Page Ax2-1</b>
<b>APPENDIX 3 - FORM OF AGREEMENT (SAMPLE)</b>	<b>Pages Ax3-1 - Ax3-28</b>
<b>APPENDIX 4 - INSURANCE FORMS</b>	<b>Pages A4-1</b>

REQUEST FOR QUOTATIONS NO. PS20150300  
SUPPLY AND DELIVER PRE-INSULATED BONDED PIPING SYSTEM  
INSTRUCTIONS TO VENDORS

---

**1.0 INTRODUCTION AND SUBMISSION INSTRUCTIONS**

- 1.1 The City of Vancouver (the "City") is seeking quotations to determine if it will enter into one or more contracts in respect of Supply and Delivery of PRE-INSULATED BONDED PIPING SYSTEM. Such contracts are intended to be in the form of a Purchase Order under which the City may order goods. The number of such contracts to be entered into, if any at all, shall be entirely at the discretion of the City and the City may, during the aforesaid period of years allocate work to or among successful vendors by such method as the City determines.
- 1.2 Vendors should carefully review Appendix 1 - Requirements for a detailed description of the City's requirements.
- 1.3 **VENDORS ARE REQUIRED TO SUBMIT IRREVOCABLE OFFERS.**
- 1.4 Vendors should carefully review the City's intended form of agreement attached as Appendix 3.
- 1.5 Vendors should submit quotations on the form provided. Failure to do so may result in the quotation being put aside and given no further consideration. Failure to complete all fields in the quotation form may result in the vendor's quotation being set aside and given no further consideration.
- 1.6 If a vendor believes that the City may be unable to select it due to a conflict of interest, but is uncertain about this, the vendor is urged to contact the individual named on the cover page above as soon as possible with the relevant information so that the City may advise the vendor regarding the matter.

**2.0 SUSTAINABILITY**

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

**3.0 INQUIRIES**

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

REQUEST FOR QUOTATIONS NO. PS20150300  
SUPPLY AND DELIVER PRE-INSULATED BONDED PIPING SYSTEM  
INSTRUCTIONS TO VENDORS

---

**4.0 PRICING**

- 4.1 Prices quoted are to be exclusive of provincial sales tax payable by the City under the *Provincial Sales Tax Act* ("PST"), but exclusive of any tax calculated upon such prices under the federal *Excise Tax Act* ("GST"), where applicable, except where expressly requested to the contrary.
- 4.2 Each vendor should indicate any time limitation on its pricing. The City expects that, if it purchases goods or services as a result of responses to this RFQ, it will do so on approximately April 15, 2015 therefore, each vendor should indicate whether or not its pricing will remain in effect throughout that period.
- 4.3 Prices are to include all taxes (excluding GST and PST, except where expressly requested to be included), fees, charges, overhead, profit and other expenses or costs of any kind whatsoever necessary for or incidental to the supply and delivery of the specified item.
- 4.4 Prices are to be quoted in Canadian currency.

**5.0 ADDRESS(ES) FOR DELIVERIES OR WORK**

- 5.1 Any successful vendor of goods may be asked to deliver goods to or perform work at the following address(es): 1891 Spyglass, Vancouver, BC, or to such other addresses as are specified in a City contract or purchase order.

**6.0 DELIVERY TIMES OR WORK SCHEDULES**

- 6.1 Vendors are asked to state in their quotations the time(s) required from the placement of an order to delivery of goods or completion of work. The City may give precedence to vendors who can deliver goods to the delivery address stated in Section 5.0, above, within six (6) weeks of the placement of an order. Deliveries must be made between 8:00 a.m. and 2:30 p.m., Monday to Friday, excluding statutory holidays, unless other arrangements have been agreed to in writing.

**7.0 QUANTITIES**

- 7.1 Each quantity stated herein is the City's best estimate of its requirements. Actual quantities may vary.

**8.0 TERMS OF PAYMENT**

- 8.1 The City's proposed payment terms are as indicated in the form of agreement attached as Appendix 3, however, any discounts or more favourable (or less favourable) terms which may be offered by a vendor will be taken into consideration in evaluating quotations. Each vendor should indicate in its quotation if it offers or requires particular payment terms.
- 8.2 Vendors should indicate whether they can accept payment by EFT (electronic funds transfer) and/or by credit card.

**9.0 CONTRACTING**

- 9.1 The City currently expects that the result of this RFQ will be that it will propose the entry into a contract in the form of Appendix 3.
- 9.2 The City may elect not to buy anything or enter into any contract as a result of this RFQ. The City may elect to enter into a contract or place an order resulting from this RFQ with one vendor or more than one vendor. The City is not obligated to enter into

REQUEST FOR QUOTATIONS NO. PS20150300  
SUPPLY AND DELIVER PRE-INSULATED BONDED PIPING SYSTEM  
INSTRUCTIONS TO VENDORS

---

an exclusive arrangement with any vendor or to purchase any quantity of goods or services.

- 9.3 Where the head office of a successful vendor is located within the City of Vancouver and/or where a successful vendor is required to perform services at a site located within the City of Vancouver, the successful vendor is required to have a valid City of Vancouver business license (or, if available, a Metro West Inter-municipal Business License).

**10.0 ALTERNATIVES / DEVIATIONS**

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

**11.0 EVALUATION CRITERIA**

- 11.1 Quotations will be evaluated to determine which are likely to offer the overall best value to the City. The City expects to place the greatest emphasis on price; however, the City may take into account other factors affecting value, including delivery lead times those concerning technical specifications, physical dimensions, quality, service or sustainability, or vendors' past work, reputations or experience. Therefore, the City may accept a quotation other than the lowest quotation.
- 11.2 The City may elect to not accept any quotation, and may terminate or amend this RFQ at anytime.
- 11.3 The City may discuss or negotiate variations from the scope of the RFQ or changes to the scope of supply to be offered by a vendor or the pricing therefor, with any one or more of the vendors responding to the RFQ without having any duty or obligation to advise other vendors or to allow other vendors to vary their quotations as a result of such discussions or negotiations.
- 11.4 **The City will retain complete discretion over the number of quotations to accept or the number of contracts to enter into, if any. Once standing contracts (if any) have been entered into, the City will also retain complete discretion over the allocation of work, if any, to or among successful vendors and, in connection therewith, may use a ranked list, consistent with the rankings of vendors in the evaluation process.**

**12.0 NO CLAIMS AGAINST THE CITY**

- 12.1 In submitting a quotation, the vendor acknowledges and agrees that:
- (a) this RFQ is in no way whatsoever an offer to enter into a supply agreement or an agreement imposing any duty of fairness on the City;
  - (b) submission of a quotation does not in any way whatsoever create any obligation on the part of the City to treat the vendor's or any other vendor's quotation in any particular manner or undertake this RFQ process in any particular manner (except as expressly stated in Section 12.1(c));

REQUEST FOR QUOTATIONS NO. PS20150300  
SUPPLY AND DELIVER PRE-INSULATED BONDED PIPING SYSTEM  
INSTRUCTIONS TO VENDORS

---

- (c) subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act (British Columbia)* and the City's right to publicly disclose information about or from any quotation, including without limitation names and prices, in the course of publicly reporting to the Vancouver City Council about the RFQ, the City will treat each quotation (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information; and
- (d) the City will not be responsible for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred or alleged to be incurred by the vendor in relation to its submission of a quotation, except under the preceding Section 12.1(c).

**13.0 CONFLICTS/COLLUSION/LOBBYING**

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

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

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

13.2 Each vendor must disclose whether any person having an interest (as defined above) is a former official, former employee or former contractor of the City who has non-public information relevant to the RFQ obtained during his or her employment or engagement by the City. The City will evaluate each matter disclosed to determine whether and to what extent the vendor can be given consideration in the RFQ in light of the particular matter.

13.3 Each vendor must disclose whether the vendor or any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that becoming a supplier to the City in response to this RFQ would create a conflict of interest or the appearance of a conflict of interest between the vendor's duties to the City and the vendor's or its subcontractors' duties to such third party. The City will evaluate each matter disclosed to determine whether and to what extent the vendor can be given consideration in the RFQ in light of the particular matter.

13.4 Each vendor is required to disclose whether the vendor is competing for purposes of the RFQ with any entity with which it is legally or financially associated or affiliated. Each vendor must also disclose whether it is cooperating in any manner in relation to the RFQ with any other vendor responding to the RFQ. The City will evaluate each matter disclosed to determine whether and to what extent the vendor can be given consideration in the RFQ in light of the particular matter.

REQUEST FOR QUOTATIONS NO. PS20150300  
SUPPLY AND DELIVER PRE-INSULATED BONDED PIPING SYSTEM  
INSTRUCTIONS TO VENDORS

---

- 13.5 Each vendor is required to disclose whether it or any officer, director, shareholder, partner, employee or agent of the vendor or any of its proposed subcontractors: (1) is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America; or (2) has engaged in any form of political or other lobbying whatsoever with respect to the RFQ or sought, other than through the submission of its quotation, to influence the outcome of the RFQ process. The City will evaluate each matter disclosed to determine whether and to what extent the vendor can be given consideration in the RFQ in light of the particular matter.
- 14.0 **INSURANCE AND WORKERS' COMPENSATION COVERAGE**
- 14.1 Each vendor must complete, sign and attach to its quotation the insurance form(s) included as Appendix 4.
- 14.2 In addition, each vendor must include with its quotation a letter confirming its current WorkSafeBC registration.

REQUEST FOR QUOTATIONS NO. PS20150300  
SUPPLY AND DELIVER PRE-INSULATED BONDED PIPING SYSTEM  
QUOTATION FORM

---

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

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

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

Quotations must be marked with the vendor's name and the RFQ title and number and required appendices or supporting documents must be attached.

ATTENTION: Rob Johnson - Buyer

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

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

SUBJECT: REQUEST FOR QUOTATIONS NO. PS20150300 (THE "RFQ")



REQUEST FOR QUOTATIONS NO. PS20150300  
 SUPPLY AND DELIVER PRE-INSULATED BONDED PIPING SYSTEM  
 QUOTATION FORM

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

**1.0 TABLE OF PRICES:**

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

Item	Description	Unit Price	Unit of Measure	Estimated Qty	Total Price
1.	Expansion Compensator – 219/315 mm	\$	each	2	\$
2.	Terminal box – for surveillance system resistance measuring	\$	each	1	\$
3.	Pipe (12m) – Series 1 – 219/315 mm	\$	each	90	\$
4.	Pipe (12m) – Series 1 – 114/200 mm	\$	each	10	\$
5.	Pipe (12m) – Series 1 – 168/250 mm	\$	each	5	\$
6.	Curved pipe 12m/27 degrees/left – Series 1 – 219/315 mm	\$	each	2	\$
7.	Curved pipe 12m/27 degrees/left – Series 1 – 114/200 mm	\$	each	2	\$
8.	Elbow – 90 degrees – 114/200 mm	\$	each	10	\$
9.	Tee – Parallel – 219/315 x 114/200 mm	\$	each	4	\$
10.	Tee – Parallel – 219/315 x 168/250 mm	\$	each	4	\$
11.	Isolation valve with 1 service valve (V-V) – 168/250 mm	\$	each	4	\$
12.	Isolation valve with 2 service valves (V-V-V) – 114/200 mm	\$	each	2	\$
13.	Galvanized vent cover per main size – 168/250 mm	\$	each	4	\$
14.	Standard Joint Kit (BX Equivalent) – 114/200 mm	\$	each	34	\$
15.	Standard Joint Kit (BX Equivalent) – 168/250 mm	\$	each	30	\$
16.	Standard Joint Kit (BX Equivalent) – 219/315 mm	\$	each	128	\$
17.	End cap - 114/200 mm	\$	each	2	\$
18.	End fitting – 250 mm casing	\$	each	4	\$
19.	End fitting – 315 mm casing	\$	each	2	\$
20.	End fitting – 200 mm casing	\$	each	2	\$
21.	Seal ring – 200 mm	\$	each	6	\$

REQUEST FOR QUOTATIONS NO. PS20150300  
 SUPPLY AND DELIVER PRE-INSULATED BONDED PIPING SYSTEM  
 QUOTATION FORM

Item	Description	Unit Price	Unit of Measure	Estimated Qty	Total Price
22.	Foam pad – 2000x1000x40 mm	\$	each	9	\$
23.	Cable takeoff in end caps	\$	each	2	\$
24.	Pre-insulated service valve – 42/110 mm	\$	each	2	\$
25.	Repair Joint Kit (C2L equivalent) – 219/315 mm	\$	each	4	\$
26.	Branch joint Kit (TX Joint equivalent including foam packs) – 219/315 x 110 mm	\$	each	2	\$
27.	Canusa Wrap – 650 mm x 30 m roll	\$	each	1	\$
28.	Crimp Connectors	\$	Bag of 100	2	\$
29.	Warning Tamp – 500 m roll	\$	each	2	\$
	Delivery Charge				\$
GST and PST, where applicable, should not be included in prices. Delivery costs should be included in prices.				GRAND TOTAL	\$

REQUEST FOR QUOTATIONS NO. PS20150300  
 SUPPLY AND DELIVER PRE-INSULATED BONDED PIPING SYSTEM  
 QUOTATION FORM

**2.0 DEVIATIONS, ALTERNATIVES AND ADDITIONAL GOODS OR SERVICES**

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

Item	Description	Unit Price	Unit of Measure	Estimated Quantity	Total Price
1.		\$	each		\$
2.		\$	each		\$
3.		\$	each		\$
4.		\$	each		\$
5.		\$	each		\$
6.		\$	each		\$
GST and PST, where applicable, should not be included in prices. Delivery costs should be included in prices.				<b>GRAND TOTAL</b>	\$

*DESCRIPTIONS OF GOODS:*

---



---

*(Describe the deviations or describe the alternative goods suggested additional goods or services. Attach documents if necessary. Use separate sheet if applicable. )*

**3.0 TIME LIMITATIONS ON PRICING:**

---



---

*(Indicate any such limitations in the spaces provided or state that there are none. See Section 4.2 of the RFQ's Instructions to Vendors.)*

**4.0 TIMES AND SCHEDULING**

---



---

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

**5.0 SUSTAINABILITY**

---



---

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

REQUEST FOR QUOTATIONS NO. PS20150300  
SUPPLY AND DELIVER PRE-INSULATED BONDED PIPING SYSTEM  
QUOTATION FORM

---

6.0 TERMS OF PAYMENT

---

---

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

7.0 CONFLICTS/COLLUSION/LOBBYING

---

---

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

8.0 OTHER INFORMATION

---

---

---

---

---

---

---

---

*(Please set forth in this Section 8.0 all other details requested or required by the RFQ, or which the vendor wishes to include as part of its offer. Among other things, note here any proposed deviations from Appendix 3. Add additional pages as necessary.)*

REQUEST FOR QUOTATIONS NO. PS20150300  
SUPPLY AND DELIVER PRE-INSULATED BONDED PIPING SYSTEM  
QUOTATION FORM

---

**9.0 TERMS AND CONDITIONS**

By signing this form, the vendor acknowledges that: (a) it has read, understands and agrees to the terms and conditions set out in the RFQ's Instructions to Vendors (except as noted above); (b) it has read and understands the information in Appendix 1 and Appendix 3 of the RFQ; (c) it has noted herein any deviations from the requirements of Appendix 1 of the RFQ; and (d) it has completed, executed and attached hereto the forms set out in Appendix 2 and Appendix 4 of the RFQ, as well as having attached a letter from WorkSafeBC confirming the vendor's current registration.

Moreover, by signing this form, the vendor also acknowledges and agrees that it has determined that the terms and conditions stated in Appendix 3 would be acceptable to it, or it has noted required deviations above.

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

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

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

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

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

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

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

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

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

City of Vancouver Business License No. \_\_\_\_\_

(or, if available, Metro West Inter-Municipal Business License No.): \_\_\_\_\_

WorkSafeBC Registration No.: \_\_\_\_\_

\_\_\_\_\_

REQUEST FOR QUOTATIONS NO. PS20150300  
 SUPPLY AND DELIVER PRE-INSULATED BONDED PIPING SYSTEM  
 APPENDIX 1 - REQUIREMENTS

---

**Background:**

The City of Vancouver is requesting quotations for the supply and delivery of materials for a pre-insulated bonded piping system for direct buried hot water district heating application to support the expansion of the Southeast False Creek (SEFC) Neighbourhood Energy Utility (NEU) to the Great Northern Way Campus. Expansion of the SEFC NEU will result in GHG reductions and is supported by the Greenest City Action Plan.

All existing SEFC NEU distribution infrastructure utilizes the Logstor brand piping system. The SEFC NEU is open to considering an alternate source of piping as long as it fits the same specifications and would be wholly compatible with the existing piping system.

The piping system is to consist of steel carrier pipes, polyurethane foam insulation with integral copper alarm wires and outer casing of high density (HD) polyethylene (PE). The materials shall be bonded together to form a solid unit with shear and axial strength values as specified. Fittings (elbows, anchors, Tees, etc) must be pre-insulated and have embedded copper wires. Joint kits must be double water sealed with 100% cross linked PE thermally shrinkable material.

**Evaluation Criteria**

To qualify, the piping system must meet the specifications provided and the additional criteria provided. A summary of the evaluation criteria that will be used to evaluate each proposal is provided in the following Parts A; B and C:

**Part A (pass/fail):**

<b>Component</b>	<b>Criteria</b>	<b>Pass/Fail</b>
<b>General Standards of Compliance</b>		
Delivery of all materials	July 1 <sup>st</sup> 2015 (+/- 15 days)	
Minimum warranty length	5 years	
Piping system includes	All components required	
Local support	Permanent service rep based in Canada	
<b>Demonstration of Performance Standards of Compliance</b>		
Examples of projects that use the piping system for hot water district energy applications	3 examples	
Provide a reference for each example project that can confirm a positive experience with piping system	3 references	
<b>Technical Standards of Compliance</b>		
EN 253 – Pipe assembly	Compliant	
EN 448 – Fitting assemblies	Compliant	
EN 488 – Steel valve assembly	Compliant	
EN 489 – Joint assembly	Compliant	
EN 14419 – Surveillance systems	Compliant	
EN 13941 – Design and installation of pre-insulated bonded pipe systems for district heating	Compliant	
Minimum design life	30 years	
Piping	a) pre-insulated b) thin wall steel carrier pipe c) polyurethane foam insulation d) integral copper alarm wires	

REQUEST FOR QUOTATIONS NO. PS20150300  
 SUPPLY AND DELIVER PRE-INSULATED BONDED PIPING SYSTEM  
 APPENDIX 1 - REQUIREMENTS

---

	embedded in insulation e) HD polyethylene outer casing f) Fully bonded	
Pipe length	12m	
Insulation cutback	220 +/- 10mm	
Insulation thermal conductivity rating	0.27 W/m K or better	
Minimum Insulation thickness	Per specs	
Surveillance system	two copper wires embedded in insulation	
Fittings	a) Pre-insulated b) HD Polyethylene outer casing c) Embedded copper wires	
Expansion compensators	Single operation	
Joint kits	a) half-shell insulation components (not joint foam) unless specified b) double water sealed c) 100% crosslinked PE thermally shrinkable material	

**Part B – Technical Evaluation**

1. Environmental/Sustainability

Points will be awarded for demonstrated environmental/sustainability merit, such as ISO 14001 (environmental management) certification.

2. Experience/Reputation

Points will be awarded based on the background of the company, the number of years of relevant experience, and the perceived reputation.

3. Customer Support

The applicant will be evaluated based on the level of local support that can be provided. Points will be awarded if the supplier:

- Carries and stores material within Canada;
- Provides training opportunities specific to the piping system within Canada; and
- Offers design support specific to the piping system

4. Additional Value

Points will be awarded where minimum requirements are exceeded in a way that will provide additional value.

5. Delivery/Lead Time

Points will be awarded for shortest lead times.

REQUEST FOR QUOTATIONS NO. PS20150300  
 SUPPLY AND DELIVER PRE-INSULATED BONDED PIPING SYSTEM  
 APPENDIX 1 - REQUIREMENTS

---

6. Product Warranty

Points will be awarded for warranties that meet or exceed specifications, in both duration and terms.

**Part C – Financial Evaluation**

Proponents will be evaluated based on the overall cost for determination of best value to the City.

**List of Estimated Material Required:**

<b>Description</b>	<b>Size (mm)</b>	<b>Quantity</b>
Expansion Compensator	219/315	2
Terminal box – for surveillance system resistance measuring		1
Pipe (12m) – Series 1	219/315	90
Pipe (12m) – Series 1	114.3/200	10
Pipe (12m) – Series 1	168.3/250	5
Curved pipe 12m/27 degrees/left – Series 1	219/315	2
Curved pipe 12m/27 degrees/left – Series 1	114.3/200	2
Elbow – 90 degrees	114.3/200	10
Tee – Parallel	219/315 x 114/200	4
Tee – Parallel	219/315 x 168/250	4
Isolation valve with 1 service valve (V-V)	168/250	4
Isolation valve with 2 service valves (V-V-V)	114/200	2
Galvanized vent cover per main size	168/250	4
Standard Joint Kit (BX Equivalent)	114/200	34
Standard Joint Kit (BX Equivalent)	168/250	30
Standard Joint Kit (BX Equivalent)	219/315	128
End cap	114/200	2
End fitting	250 casing	4
End fitting	315 casing	2
End fitting	200 casing	2
Seal ring	200	6
Foam pad	2000x1000x40	9
Cable takeoff in end caps		2
Pre-insulated service valve	42/110	2
Repair Joint Kit (C2L equivalent)	219/315	4
Branch joint Kit (TX Joint equivalent including foam packs)	219/315x110	2
Canusa Wrap (650 mm wide by 30 m roll)		1
Crimp Connectors (Bag of 100)		2
Warning Tamp (500 meter roll)		2



REQUEST FOR QUOTATIONS NO. PS20150300  
SUPPLY AND DELIVER PRE-INSULATED BONDED PIPING SYSTEM  
APPENDIX 1 - REQUIREMENTS

---

<b>Type S04</b>	<b>Pre-Insulated Carbon Steel Process Piping</b>
Service	Primary Hot Water (Underground)
Operating Pressure Rating	1,034 kPa (150 PSI)
Temperature Rating	120°C
Test Condition	1,551 kPa (225 PSI) for 120 minutes
Standard of Acceptance	Logstor or approved equal

**1.0 General Standards of Compliance**

1.1 All materials shall be delivered by July 1<sup>st</sup> 2015 (+/- 15 days)

1.2 All materials shall have a minimum warranty of 5-years

1.3 The supplier shall offer product technical support specific to the piping system.

1.3.1 The applicant shall have permanent service representation based in Canada

1.3.2 It is the City's preference that the applicant carry and store inventory within Canada

1.3.3 It is the City's preference that the applicant provide training opportunities within Canada based on the piping system

1.3.4 It is the City's preference that the applicant provide design support specific to the piping system which includes a technical review of the final design documents

1.3.5 It is the City's preference that the applicant provide a detailed leak detection schematic to assist the contractor in proper installation of the leak detection wiring

1.4 The piping system must offer all the components required for construction which includes:

1.4.1 straight pipe

1.4.2 curved pipe

1.4.3 elbows

1.4.4 tees

1.4.5 reducers

1.4.6 compensators

1.4.7 valves and valves with vents

1.4.8 vents and vent covers

1.4.9 end caps and end fittings

1.4.10 foam pads

1.4.11 joint kits

**2.0 Demonstration of Performance Standards of Compliance**

2.1 Proponents must demonstrate that the piping system offered has been successfully used for district heating distribution applications by providing:

REQUEST FOR QUOTATIONS NO. PS20150300  
SUPPLY AND DELIVER PRE-INSULATED BONDED PIPING SYSTEM  
APPENDIX 1 - REQUIREMENTS

---

- 2.1.1 A minimum of three (3) projects and their geographic locations where the piping system has been successfully used for district heating application
  - 2.1.2 For each project listed a reference contact that will be able to confirm the performance of the piping system
- 2.2 It is the City's preference that the applicant has multiple years of experience in the supply of district heating piping systems and a good reputation for quality of service.

### **3.0 Technical Standards of Compliance**

#### **3.1 General**

The pre-insulated piping system shall comply to EN 253, and consist of thin wall steel carrier pipes, pipe polyurethane foam insulation with integral copper alarm wires and outer casing of PE. The materials shall be bonded together to form a solid unit with shear and axial strength values as specified.

The pipe system shall have the following attributes:

- 3.1.1 a minimum service life of 30 years for all components
- 3.1.2 can be pressure tested with cold water to 1.5x operating pressure
- 3.1.3 pipe ends free of insulation; insulation cut-back: 220 +/- 10mm
- 3.1.4 pipes supplied in straight lengths of 12 m

#### **3.2 Standards**

The piping system will comply with the following standards:

- 3.2.1 EN 253 – District heating pipes. Pre-insulated bonded pipe system for direct buried hot water networks. Pipe assembly of steel service pipe, polyurethane thermal insulation and outer casing of polyethylene.
- 3.2.2 EN 448 – District heating pipes. Pre-insulated bonded pipe system for direct buried hot water networks. Fitting assemblies of steel service pipes, polyurethane thermal insulation and outer casing of polyethylene.
- 3.2.3 EN 488 – District heating pipes. Pre-insulated bonded pipe system for direct buried hot water networks. Steel valve assembly for steel service pipes, polyurethane thermal insulation and outer casing of polyethylene.
- 3.2.4 EN 489 - District heating pipes. Pre-insulated bonded pipe system for direct buried hot water networks. Joint assembly for steel service pipes, polyurethane thermal insulation and outer casing of polyethylene.
- 3.2.5 EN 14419 - District heating pipes. Pre-insulated bonded pipe system for direct buried hot water networks. Surveillance systems.
- 3.2.6 EN 13941 – Design and installation of pre-insulated bonded pipe systems for district heating.

#### **3.3 Steel Pipe**

REQUEST FOR QUOTATIONS NO. PS20150300  
SUPPLY AND DELIVER PRE-INSULATED BONDED PIPING SYSTEM  
APPENDIX 1 - REQUIREMENTS

---

Steel pipe quality shall comply with EN 253 and dimensions and tolerances shall comply with ISO 4200.

### 3.4 Casing

All pipes and fittings shall have a casing that is black coloured HD PE, bimodal classified at least PE 80 in accordance with EN ISO 12162.

### 3.5 Insulation

Insulation is to be a hard polyurethane foam in accordance to EN 253. Thermal conductivity shall be 0.027 W/m K or better. Minimum insulation thickness shall be as outlined in the table below:

Nominal pipe diameter	Pipe outside diameter (OD)	Pipe wall thickness	Jacket OD	Jacket thickness
mm	mm	mm	mm	mm
80 (3")	88.9	3.2	160	3
100 (4")	114.3	3.6	200	3.2
125 (5")	139.7	3.6	225	3.4
150 (6")	168.3	4	250	3.6
200 (8")	219.1	4.5	315	4.1
250 (10")	273	5	400	4.8

### 3.6 Surveillance System

The pipes shall be supplied with two (2) copper wires, embedded in the insulation. The district heating pipe will be monitored by an alarm wire circuit with a documented, proven technique.

### 3.7 Fittings

Fittings shall comply with EN 448. All fittings (elbows, tees, vents, valves, etc) shall be pre-insulated, have HD PE outer casing, and embedded copper wires for surveillance.

### 3.8 Joints Kits

Joint kits shall comply with EN 489. The joint kit shall be power transmitting, double water sealed system, with 100% cross linked PE thermally shrinkable material. Joint kits shall be delivered in water-repellent cardboard packaging and the sleeve wrapped in PE foil.

#### 3.8.1 Standard Shrink Joint Kits

Standard joint kits shall be comprised from:

- 3.8.1.1 Polyurethane insulation half shell cut longitudinally
- 3.8.1.2 Crosslinked PE shrink sleeve with no longitudinal seam
- 3.8.1.3 Shrink film consisting of crosslinked PE and PIB-based mastic
- 3.8.1.4 Cleaning cloth

They shall not require foam pack application. The standard of acceptance is the Logstor BX kit.

#### 3.8.2 Shrink Repair Joint Kits

Shrink repair joint kits shall be comprised from:

REQUEST FOR QUOTATIONS NO. PS20150300  
SUPPLY AND DELIVER PRE-INSULATED BONDED PIPING SYSTEM  
APPENDIX 1 - REQUIREMENTS

---

- 3.8.2.1 Polyurethane insulation half shell cut longitudinally
- 3.8.2.2 Shrink film consisting of crosslinked PE and PIB-based mastic
- 3.8.2.3 Shrink sleeve consisting of PE
- 3.8.2.4 Shrink wrap consisting of PE
- 3.8.2.5 Closure strip patch consisting of crosslinked PE
- 3.8.2.6 Cleaning cloth

They shall not require foam pack application. The standard of compliance is the Logstor C2L Kit

### 3.8.3 Branch Shrink Joint Kits

Branch joint kits shall be comprised from:

- 3.8.3.1 Tee joint consisting of crosslinked PE
- 3.8.3.2 Closure strip consisting of PE with glass fibre-reinforcement
- 3.8.3.3 Shrink sleeve consisting of crosslinked PE with mastic
- 3.8.3.4 Venting plugs
- 3.8.3.5 Expansion plugs
- 3.8.3.6 Wedge plugs
- 3.8.3.7 Patches
- 3.8.3.8 Shrink sheet consisting of crosslinked PE and mastic
- 3.8.3.9 Foam pack

The standard of acceptance is the Logstor TX joint kit.

### 3.9 Expansion Compensators

Expansion compensators shall be designed for single operation to absorb movement of pipe the first time hot water is introduced. Following pipe expansion, compensators shall be welded in the compressed state.

REQUEST FOR QUOTATIONS NO. PS20150300  
SUPPLY AND DELIVER PRE-INSULATED BONDED PIPING SYSTEM

APPENDIX 2 - DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

---

**DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE**

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

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

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

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

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

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

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

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

PS20150300 - SUPPLY AND DELIVER PRE-INSULATED BONDED PIPING SYSTEM  
FORM OF AGREEMENT (SAMPLE)

BETWEEN:

< SUPPLIER NAME >

AND:

CITY OF VANCOUVER

RELATING TO THE SUPPLY AND DELIVERY OF PRE-INSULATED BONDED PIPING SYSTEM

DATED < >

SUPPLY AGREEMENT

THIS AGREEMENT is made as of <[REDACTED]>

BETWEEN:

<[REDACTED] SUPPLIER NAME>, a <[REDACTED] corporation> organized under the laws of <[REDACTED]> and having an office at <[REDACTED]>

(hereinafter referred to as the "Supplier")

AND:

**CITY OF VANCOUVER**, a municipal corporation continued under the *Vancouver Charter* (British Columbia) and having an office at 453 West 12<sup>th</sup> Avenue, Vancouver, British Columbia, V5Y 1V4

(hereinafter referred to as the "City")

WHEREAS the Supplier is in the business of <[REDACTED]>;

AND WHEREAS the City wishes to purchase <[REDACTED]>, upon and subject to the terms and conditions hereinafter set forth,

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

**TABLE OF CONTENTS**

	Page		Page
ARTICLE 1 INTERPRETATION .....	3	ARTICLE 7 RIGHTS AND OBLIGATIONS	
1.1 Definitions .....	3	CONCERNING INFORMATION .....	18
1.2 Headings .....	7	7.1 Freedom of Information and	
1.3 Extended Meanings .....	7	Protection of Privacy Act .....	18
1.4 Schedules .....	8	7.2 No Promotion .....	18
ARTICLE 2 EFFECTIVENESS .....	8	7.3 Confidentiality Obligation .....	19
2.1 Effective Date .....	8	7.4 Disclosure to Representatives .....	19
2.2 Term .....	8	7.5 Disclosures Required by Law .....	19
ARTICLE 3 SUPPLY; GENERAL TERMS .....	8	7.6 Other Disclosures by the City .....	19
3.1 Supply .....	8	ARTICLE 8 TAXES .....	19
3.2 Orders .....	9	8.1 Taxes for Own Accounts .....	19
3.3 Product and Supply Requirements .....	9	8.2 Withholding Taxes .....	20
3.4 Delivery Requirements .....	10	ARTICLE 9 DISPUTE RESOLUTION .....	20
3.5 Rejection of Defective Products .....	11	9.1 Optional Procedure .....	20
3.6 Risk and Title .....	12	9.2 Arbitration .....	20
3.7 Certain Supplier Representations and		ARTICLE 10 MISCELLANEOUS .....	21
Warranties .....	12	10.1 Assignment .....	21
3.8 Product Warranties .....	12	10.2 Subcontracting .....	21
3.9 No Exclusivity .....	13	10.3 Time of the Essence .....	21
3.10 Absence of Conflicts of Interest .....	13	10.4 Costs .....	21
ARTICLE 4 PAYMENT .....	14	10.5 Benefit of this Agreement .....	21
4.1 Payment to the Supplier .....	14	10.6 Entire Agreement .....	22
4.2 Content of Invoices .....	14	10.7 Amendments and Waiver .....	22
4.3 Procedure for Invoices .....	14	10.8 Notices .....	22
4.4 Currency of Payment .....	15	10.9 Governing Law and Jurisdiction .....	23
4.5 Set Off .....	15	10.10 Further Assurances .....	23
ARTICLE 5 LIABILITY AND INSURANCE .....	15	10.11 Severance .....	23
5.1 Indemnification by the Supplier .....	15	10.12 Counterparts .....	24
5.2 Insurance .....	16	10.13 Electronic Execution .....	24
ARTICLE 6 FORCE MAJEURE; TERMINATION ...	17	10.14 Voluntary Agreement .....	24
6.1 Force Majeure .....	17	SCHEDULE A - PRODUCTS AND PRICES .....	25
6.2 Purchaser Termination Rights .....	17	PRICES FOR SUPPLY .....	25
6.3 Supplier Termination Rights .....	18	SCHEDULE B - PRODUCT SPECIFICATIONS .....	26
6.4 Consequences of Termination .....	18	SCHEDULE C - ESTIMATE OF PRODUCT	
		REQUIREMENTS .....	27
		SCHEDULE D - FORM OF LETTER AGREEMENT ..	28
		Intentionally Omitted	



**ARTICLE 1  
INTERPRETATION**

**1.1 Definitions**

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

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

but does not include:

- (iii) any information that is or becomes generally available to the public or to industry professionals (other than as a result of its disclosure by the receiving Party or its Representatives in breach of this Agreement);
- (iv) any information that was available to the receiving Party on a non-confidential basis prior to disclosure by the disclosing Party;

PS20150300 - SUPPLY AND DELIVER PRE-INSULATED BONDED PIPING SYSTEM  
APPENDIX 3  
FORM OF AGREEMENT - (SAMPLE)

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

PS20150300 - SUPPLY AND DELIVER PRE-INSULATED BONDED PIPING SYSTEM  
APPENDIX 3  
FORM OF AGREEMENT - (SAMPLE)

---

- (ii) rebellion, terrorism (or threat of terrorism), revolution, insurrection, military or usurped power or civil war;
  - (iii) riot, civil commotion or disorder, strike or lockout by persons other than the Supplier's personnel and other employees, Subcontractors or any other person for whom the Supplier is responsible;
  - (iv) natural catastrophe, such as an earthquake, forest fire, landslide or flood; or
  - (v) change in Law or action by a Competent Authority, which makes it illegal or impossible for a Party to perform its obligations under this Agreement;
- (l) **"Group"** means:
- (i) in respect of the Supplier, the group constituted from time to time by:
    - (A) the Supplier;
    - (B) all persons that directly or indirectly control or are controlled by the Supplier; and
    - (C) all persons that are directly or indirectly controlled by any person that directly or indirectly controls the Supplier; and
  - (ii) in respect of the City, the group constituted from time to time by:
    - (A) the City; and
    - (B) all bodies corporate directly or indirectly controlled by the City.
- (m) **"Intellectual Property Rights"** means any and all current and future proprietary rights provided under patent law, copyright law, design patent or industrial design law, or any other applicable statutory provision or common law principle, including trade secret law, that may provide a right in ideas, formulae, algorithms, concepts, inventions, know-how, computer software, database or design, or the expression or use thereof, whether registered or unregistered, together with any right to apply for or register any of the foregoing;
- (n) **"Laws"** means all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings, determinations or awards of any Competent Authority whether or not having the force of law and any legal requirements or bases of liability under the common law or civil law, including all such Laws relating to Taxes, the environment, human health or safety, pollution and other environmental degradation, and hazardous materials;
- (o) **"Letter Agreement"** means an agreement in the form of Schedule D.

PS20150300 - SUPPLY AND DELIVER PRE-INSULATED BONDED PIPING SYSTEM  
APPENDIX 3  
FORM OF AGREEMENT - (SAMPLE)

- 
- (p) **“Order”** means an order for Products submitted by the City in accordance with Section 3.2, which may be titled “Purchase Order”;
- (q) **“Parties”** means the City and the Supplier and “Party” means one of them or any of them, as the context requires;
- (r) **“Permitted Purpose”** has the meaning ascribed thereto in Section 7.1;
- (s) **“Products”** means the products set out in Schedule A, and, where the context requires, Products ordered or supplied hereunder;
- (t) **“Proposal”** means the Supplier’s proposal dated <[redacted]>, submitted by the Supplier to the City in response to the RFQ;
- (u) **“Representative”** means a Group member of a Party, or an official, officer, employee, agent, subcontractor or other representative of a Party or any member of its Group, or any other person for whom the Party is responsible;
- (v) **“RFQ”** means the City’s Request for Quotation number PS20150300;
- (w) **“Sales Tax”** has the meaning ascribed to such term in Section 8.1;
- (x) **“Specifications”** means, for each Product, the specifications therefor set forth in Schedule B;
- (y) **“Subcontractor”** means any person engaged by the Supplier to perform any part of the Supply;
- (z) **“Supply”** means the supply of Products by the Supplier to the City pursuant to Orders;
- (aa) **“Taxes”** means all taxes, duties, imposts, levies, assessments, tariffs and other charges imposed, assessed or collected by a Competent Authority, including:
- (i) any gross income, net income, gross receipts, business, royalty, capital, capital gains, goods and services, harmonized sales, value added, severance, stamp, franchise, occupation, premium, capital stock, sales and use, real property, land transfer, personal property, ad valorem, transfer, licence, import, customs, profits, windfall profits, environmental, carbon, emissions, pollution, payroll, employment, employer health, pension plan, anti-dumping, countervailing, or excise tax, duty, import, levy, assessment, tariff or other charge;
  - (ii) all withholdings on amounts paid to or by the relevant person;
  - (iii) all statutory remittances, employment insurance premiums and social security or pension plan contributions or premiums and Canada pension plan contributions;
  - (iv) any fine, penalty, interest or addition to tax;

- 
- (v) any tax imposed, assessed, or collected or payable pursuant to any tax-sharing agreement or any other contract relating to the sharing or payment of any such tax, levy, assessment, tariff, duty, deficiency or fee; and
  - (vi) any liability for any of the foregoing as a transferee, successor, guarantor, or by contract or by operation of law.

## 1.2 Headings

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

## 1.3 Extended Meanings

In this Agreement:

- (a) words importing the singular include the plural and vice versa, words importing a gender include all genders and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations and corporations, except where the context requires otherwise;
- (b) any provision calling for "agreement" requires the relevant agreement to be recorded in writing and signed by both Parties;
- (c) the words "include", "includes", "including" and "included" shall be construed without implying limitation by the words which follow those words and without prejudice to the generality of the provisions to which such words relate, unless inconsistent with the context;
- (d) the rule of interpretation known as ejusdem generis shall not apply;
- (e) each reference to a specific statute, regulation, law or any subordinate instrument or statutory or regulatory provision shall be construed as including any legal or regulatory provision which subsequently amends or replaces the same, and shall include any and all subordinate instruments, orders, rules, regulations and bylaws made thereunder or guidelines issued in respect thereof;
- (f) each reference to a writing means a writing that is hand-written, type-written, printed or electronically made, and which results in a permanent un-editable record; and
- (g) "control" when used to describe a relationship between one person and any other person, has the following meanings:

- 
- (i) a person controls a body corporate if securities of the body corporate to which are attached more than 50% of the votes that may be cast to elect directors of the body corporate are beneficially owned by the person and the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the body corporate;
  - (ii) a person controls an unincorporated entity, other than a limited partnership, if more than 50% of the ownership interests, however designated, into which the entity is divided are beneficially owned by that person and the person is able to direct the business and affairs of the entity;
  - (iii) the general partner of a limited partnership controls the limited partnership; and
  - (iv) a person who controls an entity is deemed to control any entity that is controlled, or deemed to be controlled, by the entity.

#### 1.4 Schedules

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

Schedule A	Products and Prices
Schedule B	Product Specifications
Schedule C	Estimate of Product Requirements
Schedule D	Form of Letter Agreement Intentionally Omitted

### ARTICLE 2 EFFECTIVENESS

#### 2.1 Effective Date

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

#### 2.2 Term

- (a) Unless earlier terminated pursuant to ARTICLE 6 this Agreement shall terminate upon completion of the final delivery or on such later date as the Parties may agree in writing.

### ARTICLE 3 SUPPLY; GENERAL TERMS

#### 3.1 Supply

- (a) During the term of effectiveness of this Agreement, the Supplier shall supply, and the City shall purchase, such quantities of Products as the City may order under Section 3.2, in accordance with this Agreement.

- 
- (b) The Supplier shall maintain at all times sufficient inventories of the Products to meet the business plans and requirements of the City.
  - (c) Without limiting the foregoing Section 3.1(a) Schedule C hereto contains a current estimate of the City's requirements. The Supplier acknowledges such estimates and affirms its capacity to supply Products to the City in accordance therewith; although the City can offer no assurances that it shall purchase Products in accordance with such estimates.

### 3.2 Orders

- (a) The City may deliver Orders to the Supplier from time to time during the term of effectiveness of this Agreement.
- (b) Each Order shall:
  - (i) be given in writing;
  - (ii) refer to this Agreement;
  - (iii) specify the Products ordered; and
  - (iv) specify the date by which the Products ordered pursuant to the Order are to be delivered (the "Delivery Date"), and the location or address to which they are to be delivered. (the "Delivery Location")

### 3.3 Product and Supply Requirements

- (a) The Supplier shall manufacture, pack, transport and supply the Products (in each case to the extent applicable) in accordance with all:
  - (i) Product manufacturer recommendations and requirements;
  - (ii) generally accepted industry standards and practices; and
  - (iii) applicable Laws.
- (b) The Products supplied to the City by the Supplier under this agreement shall:
  - (i) be new;
  - (ii) conform to the Specifications;
  - (iii) be free from defects in design, material and workmanship and remain so for \_\_\_\_\_ months after Delivery; and
  - (iv) comply with all applicable Laws.
- (c) The Supplier shall ensure that the Products are properly packed and secured in such manner as to enable them to reach their destination in good condition.

- 
- (d) The Supplier shall obtain and maintain in force at all times all Consents needed to manufacture (if applicable) and supply the Products in accordance with the terms of this Agreement.
  - (e) The Supplier shall ensure that title in Products supplied by the Supplier hereunder, when such title passes to the City hereunder, shall be free and clear of Encumbrances. The Supplier shall not enter any contract that reserves ownership of Products supplied by the Supplier hereunder in favour of any third party and, at the request of the City, the Supplier must provide evidence that no such contract has been entered into.
  - (f) The Supplier shall adhere to, and shall ensure that the Products and Supply conform to, the City's Supplier Code of Conduct referred to in Appendix 2 of the RFQ.

### 3.4 Delivery Requirements

- (a) The Supplier shall deliver the Products ordered in each Order to the applicable Delivery Location by the applicable Delivery Date. The Supplier shall not, however, deliver the Products ordered in an Order more than ten (10) Business Days in advance of the Delivery Date without the prior written consent of the City.
- (b) Forty eight (48) hours advanced notice of delivery.
- (c) Containers must be dropped on site at the instructed location for a minimum of forty eight (48) hours to allow for unloading. Containers must be picked up by Supplier after unloading.
- (d) Delivery of the Products specified in an Order shall be complete on their delivery to the Delivery Location. Products are to be delivered DDP. (Inco Terms 2010).
- (e) The Supplier shall not deliver the Products specified in an Order by instalments except with the prior written consent of the City.
- (f) If the Products specified in an Order are not delivered in accordance herewith by the specified Delivery Date, then, without limiting any other right or remedy the City may have under this Agreement or otherwise, the City may:
  - (i) refuse to take any subsequent attempted delivery of such Products associated with such Order;
  - (ii) obtain substitute products from another supplier and recover from the Supplier any costs and expenses reasonably incurred by the City in obtaining such substitute products; or
  - (iii) claim damages against the Supplier for any other costs, expenses or losses resulting from the Supplier's failure to deliver the Products specified in the Order by the Delivery Date,



---

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

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

### 3.5 Rejection of Defective Products

- (a) The City shall not be deemed to have accepted any particular Products until it has had a reasonable time to inspect them following Delivery, or, in the case of a latent defect in the Products, until a reasonable time after the latent defect has become apparent.
- (b) If any Products delivered to the City do not comply with the Specifications, or are otherwise not in conformity with the terms of this Agreement, then, without limiting any other right or remedy that the City may have, the City may at any time reject those Products and:
  - (i) require the Supplier to remove the rejected Products from any City facility or work site at the Supplier's risk and expense within ten (10) Business Days of being requested to do so;
  - (ii) require the Supplier to repair or replace the rejected Products at the Supplier's risk and expense within ten (10) Business Days of being requested to do so;
  - (iii) require the Supplier to repay the price of the rejected Products in full (whether or not the City has previously required the Supplier to repair or replace the rejected Products); and
  - (iv) claim damages for any other costs, expenses or losses resulting from the Supplier's delivery of Products that are not in conformity with the terms of this Agreement.
- (c) The City's rights and remedies under this Section 3.5 are in addition to the rights and remedies available to it under ARTICLE 5, ARTICLE 6 and applicable Laws.

- 
- (d) The terms of this Agreement shall apply to any repaired or replacement Products supplied by the Supplier pursuant to Section 3.5(b).
  - (e) If the Supplier fails to promptly repair or replace rejected Products in accordance with clause 3.5(b), the City may, without affecting any of its other rights hereunder, obtain substitute products from a third-party supplier, or have the rejected Products repaired by a third party, and the Supplier shall reimburse the City for the costs it incurs in doing so.

### 3.6 Risk and Title

- (a) The risk in Products delivered to the City hereunder shall pass to the City upon Delivery. Products are to be Delivered DDP (Inco Terms 2010)
- (b) Title to Products delivered to the City hereunder shall pass to the City on Delivery. The Supplier shall deliver to the City any documentation, including a bill of sale, which the City may reasonably require to evidence the transfer of title in and to Products to the City, free and clear of all Encumbrances.

### 3.7 Certain Supplier Representations and Warranties

The Supplier represents and warrants that:

- (a) the Supplier has the full right, power, and authority to enter into this Agreement and to perform the Supply;
- (b) Supplier is a <img alt="redacted" data-bbox="345 500 375 515"/> duly organized, validly existing and in good standing under the laws of <img alt="redacted" data-bbox="345 518 375 533"/> and is lawfully authorized to do business in the Province of British Columbia;
- (c) the Supplier is not a party to or bound by any agreement (written or oral), indenture, instrument, licence, permit or understanding or other obligation or restriction under the terms of which the execution, delivery or performance of this Agreement does or shall constitute or result in a violation or breach;
- (d) all statements made by the Supplier in its Proposal are true and accurate;
- (e) the Supplier is an authorized distributor of the Products; and
- (f) the Supplier and the Supplier's personnel and Subcontractors have the skills, training, experience and expertise which are necessary to supply the Products in accordance with the terms of this Agreement.

### 3.8 Product Warranties

- (a) All Products provided under the Agreement as part of the Supply shall be new and fully warranted for a period of \_\_\_\_ years from the time of delivery to the City, against defects in design, manufacturing, materials, workmanship and performance, and the Supplier affirms and covenants that such warranty is, and shall be, provided by the Supplier if and to the extent it is not fully and effectively provided to the City by a third-party manufacturer of any Product.

- 
- (b) All Products provided under the Agreement shall be non-defective and fit for their respective intended purposes, shall function correctly, as intended, and shall be safe.
  - (c) All costs associated with warranty replacements or repairs shall be the responsibility of the Supplier, including repair, adjustment, and shipping costs, and replacements of Products.
  - (a) If requested by the City, the Supplier shall handle and manage any claim on a manufacturer warranty for any defect in any Product.
  - (d) The Supplier shall deliver to the City all such documentation as the City may require to evidence any warranty required by this Section 3.8 or to evidence the Supplier's compliance with this Section 3.8, and the Supplier shall assign all warranties, and do all other things necessary, to ensure that the City receives the full benefit of each warranty or other covenant set forth in this Section 3.8.

### 3.9 No Exclusivity

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

### 3.10 Absence of Conflicts of Interest

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

**ARTICLE 4  
PAYMENT**

**4.1 Payment to the Supplier**

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

**4.2 Content of Invoices**

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

**4.3 Procedure for Invoices**

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

#### 4.4 Currency of Payment

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

#### 4.5 Set Off

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

### ARTICLE 5 LIABILITY AND INSURANCE

#### 5.1 Indemnification by the Supplier

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

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

## 5.2 Insurance

- (a) In addition to those mandatory insurance policies that the Supplier is required to carry by any applicable Laws, the Supplier shall take out and maintain in force, with a reputable insurance company, during the term of this Agreement and for a period of five years afterwards, commercial general liability insurance with coverage of not less than \$5 million per occurrence and at least \$5 million of annual aggregate coverage endorsing the City as an additional insured on a primary and non-contributory basis and providing a waiver of subrogation in favour of the City.
- (b) Automobile Liability Insurance with limits of not less than Five Million (\$5,000,000) dollars to be carried at all times on all licensed vehicles owned or leased by the Contractor, protecting the Contractor against damages from bodily injury (including death), and from claims for property damage arising out of operations of the Contractor, its employees or agents.
- (c) The Supplier shall ensure that any Subcontractors also maintain the same insurance as the Supplier, having regard to the obligations under this Agreement which they are contracted to fulfil.
- (d) The Supplier's liabilities under this agreement shall not be deemed to be released or limited by the Supplier taking out the insurance policies referred to in Section 5.2(a).
- (e) The cost of the insurances arising under this Section 5.2 shall be deemed to be incorporated into the prices specified in Schedule A.
- (f) As a condition precedent to any payment from the City to the Supplier under this Agreement, and as and when reasonably requested by the City, the Supplier shall provide documentary evidence (to the reasonable satisfaction of the City, including by completing the City's standard reporting documents used for this purpose) that the insurances required by this Section 5.2 have been taken out and are being maintained.

**ARTICLE 6**  
**FORCE MAJEURE; TERMINATION**

**6.1 Force Majeure**

- (a) No Party shall be deemed to be in breach of this Agreement or otherwise liable to another Party in any manner whatsoever for any failure or delay in performing its obligations under this Agreement reasonably due to Force Majeure.
- (b) If either Party's performance of its obligations under this Agreement is affected by an event of Force Majeure, then:
  - (i) it shall give written notice to the other Parties, specifying the nature and extent of the event of Force Majeure, as soon as reasonably practicable after becoming aware of the event of Force Majeure;
  - (ii) performance of such obligation(s) shall be deemed suspended but only for a period equal to the delay reasonably caused by such event;
  - (iii) it shall not be entitled to payment from any of the other Parties in respect of extra costs and expenses incurred as a result of the event of Force Majeure; and
  - (iv) it shall use all reasonable diligence to mitigate the cause and the result of the event of Force Majeure and to remedy the situation and resume its obligations under this Agreement.
- (c) Notwithstanding the obligations of a Party affected by an event of Force Majeure pursuant to Section (b), if the event of Force Majeure renders it impossible or impractical for the Supplier to provide the Supply in accordance with this Agreement for a period of at least fifteen (15) days, the City may terminate this Agreement upon notice delivered to the Supplier at any time following the expiration of such period of fifteen (15) days.

**6.2 Purchaser Termination Rights**

The City shall have the following rights:

- (a) The City may terminate this Agreement at any time (and for its convenience) upon thirty (30) days' written notice to the Supplier.
- (b) If the City reasonably considers that the Supplier is not discharging any of its material obligations under this Agreement, the City may inform the Supplier by notice stating the grounds for the notice. If evidence of remediation satisfactory to the City, is not received as soon as practicable or in any case within ten (10) days or such longer period as agreed by the Parties, the City may by a further notice to the Supplier of at least ten (10) days terminate this Agreement.

- 
- (c) The City may terminate this Agreement with immediate effect if the Supplier becomes bankrupt or insolvent, goes into liquidation, has a receiver or administrator appointed over it or any of its assets of undertaking, enters into any arrangement for the benefit of its creditors, becomes the subject of any moratorium or carries on business under a receiver, trustee, manager or arrangement for the benefit of its creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events.

### 6.3 Supplier Termination Rights

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

- (a) 90 days after the due date for payment of an invoice issued by the Supplier to the City hereunder, it has not received payment of that part which has not by that time been contested in writing by the City and provided always that:
- (i) the Supplier has issued a notice of reminder to the City following the due date for payment in relation to such unpaid sum; and
  - (ii) the termination notice may not be issued until the expiry of 45 days following the issue of such reminder notice; or
- (b) the City commits any material persistent breaches of its obligations under this Agreement, which render performance by the Supplier of its obligations under this Agreement or a substantial part thereof impossible or significantly adversely affect such performance of this Agreement as a whole, and further which remain irremediable after 90 days.

### 6.4 Consequences of Termination

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

## ARTICLE 7 RIGHTS AND OBLIGATIONS CONCERNING INFORMATION

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

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

### 7.2 No Promotion

The Supplier shall not disclose or promote its relationship with the City, including by means of any oral declarations, announcements, sales literature, letters, client lists, press



---

releases, brochures or other written materials, without, in each case, the express prior written consent of the City.

### 7.3 Confidentiality Obligation

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

### 7.4 Disclosure to Representatives

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

### 7.5 Disclosures Required by Law

A Party may disclose Confidential Information to the extent required by any applicable Laws or by any Competent Authority provided that, where legally permitted, it notifies the other Party before doing so, gives the other Party a reasonable opportunity to take any steps that such Party considers necessary to protect the confidentiality of that information, and notifies the third person that the information is Confidential Information. In any event, a Party shall furnish only that portion of the Confidential Information which it is legally required to disclose and shall use its reasonable endeavours to obtain a protective order or other reliable assurance that the Confidential Information shall be accorded confidential treatment.

### 7.6 Other Disclosures by the City

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

## ARTICLE 8 TAXES

### 8.1 Taxes for Own Accounts

Unless otherwise expressly stated in this ARTICLE 8, any Taxes becoming due and payable by either Party pursuant to any applicable Laws by either Party as a result of the entering into, the performance of obligations under or the taking of payment pursuant to this Agreement, shall be for the account of that Party, and for greater certainty the prices set forth in Schedule A include all such Taxes except for applicable Taxes arising under all sales, excise and value added tax legislation (including, without limitation, the *Excise Tax Act*

(Canada) and similar Canadian provincial legislation) (collectively, "Sales Tax") as a result of the sale of the Supply within Canada hereunder, unless it is clearly stated that they are intended to be Sales Tax-inclusive.

## 8.2 Withholding Taxes

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

## ARTICLE 9 DISPUTE RESOLUTION

### 9.1 Optional Procedure

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

### 9.2 Arbitration

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

- (a) the arbitration shall be conducted pursuant to the *Commercial Arbitration Act* (British Columbia) and shall be governed by the rules of the British Columbia International Commercial Arbitration Centre, except that the arbitrator or arbitrators shall be agreed upon by the Parties, and failing agreement by the Parties, shall be appointed by a court of competent jurisdiction within the Province of British Columbia. The parties shall share equally the costs of the arbitration but shall be responsible for their own separate costs and expenses in relation to the arbitration including legal fees and disbursements; and

- (b) the arbitration shall take place in Vancouver, British Columbia and shall be governed by the laws of British Columbia.

**ARTICLE 10  
MISCELLANEOUS**

**10.1 Assignment**

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

**10.2 Subcontracting**

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

- (a) the engagement of such Subcontractor has been previously specifically approved by the City in writing;
- (b) such Subcontractor has given a written deed to the City in which it has undertaken to abide by the terms of this Agreement; and
- (c) the Supplier shall remain wholly liable for the due performance of its obligations under this Agreement and shall be wholly responsible for the acts and omissions of such Subcontractor.

**10.3 Time of the Essence**

Time is of the essence of this Agreement.

**10.4 Costs**

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

**10.5 Benefit of this Agreement**

- (a) This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties hereto.

- (b) Except as expressly set forth in the foregoing Section 10.5(a) or Section 5.1, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Supplier.

## 10.6 Entire Agreement

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

## 10.7 Amendments and Waiver

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

## 10.8 Notices

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

- (i) if to the Supplier:

<Supplier>  
<address>

Attention: <>  
Facsimile: <>

- (ii) if to the City:

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

Facsimile: 604.873.7057

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

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

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

#### 10.9 Governing Law and Jurisdiction

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

#### 10.10 Further Assurances

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

#### 10.11 Severance

If any term or condition of this Agreement is for any reason held to be illegal, invalid, ineffective, inoperable or otherwise unenforceable, it shall be severed and deemed to be deleted from this Agreement and the validity and enforceability of the remainder of this Agreement shall not be affected or impaired thereby. If any term or condition of this Agreement is found to be illegal, invalid ineffective, inoperable or otherwise unenforceable,



**SCHEDULE A -  
PRODUCTS AND PRICES  
PRICES FOR SUPPLY**

All prices quoted are to be exclusive of applicable taxes but inclusive of all other costs.

Prices must be quoted in Canadian currency.

Prices must be fixed during the full term of the Supplier's proposed Agreement.

Prices are to be quoted DDP, destination (Incoterms 2010). For the avoidance of doubt, freight, insurance, unloading at destination designated by the City, import duties, brokerage, royalties, handling, overhead, profit and all other costs are to be included in quoted prices.

Notwithstanding any other provision hereof, if the Supplier is, at any time during the term of effectiveness of this Agreement, party to a contract with another customer pursuant to which the Supplier charges effective prices lower than the prices charged to the City for reasonably comparable services, the above-listed prices shall be adjusted, retroactively to the date of effectiveness of such other contract, so that the prices charged hereunder are at least as low as the effective prices charged pursuant to such other contract.

**SCHEDULE B -  
PRODUCT SPECIFICATIONS**

*The Scope of the Supplier's Supply, as finally negotiated and agreed, shall be clearly expressed in this Schedule A.]*



**SCHEDULE C -  
ESTIMATE OF PRODUCT REQUIREMENTS**

<b>Description</b>	<b>Size (mm)</b>	<b>Quantity</b>
Expansion Compensator	219/315	2
Terminal box – for surveillance system resistance measuring		1
Pipe (12m) – Series 1	219/315	90
Pipe (12m) – Series 1	114.3/200	10
Pipe (12m) – Series 1	168.3/250	5
Curved pipe 12m/27 degrees/left – Series 1	219/315	2
Curved pipe 12m/27 degrees/left – Series 1	114.3/200	2
Elbow – 90 degrees	114.3/200	10
Tee – Parallel	219/315 x 114/200	4
Tee – Parallel	219/315 x 168/250	4
Isolation valve with 1 service valve (V-V)	168/250	4
Isolation valve with 2 service valves (V-V-V)	114/200	2
Galvanized vent cover per main size	168/250	4
Standard Joint Kit (BX Equivalent)	114/200	34
Standard Joint Kit (BX Equivalent)	168/250	30
Standard Joint Kit (BX Equivalent)	219/315	128
End cap	114/200	2
End fitting	250	4
End fitting	315	2
End fitting	200	2
Seal ring	200	6
Foam pad	2000x1000x40	9
Cable takeoff in end caps		2
Pre-insulated service valve	42/110	2
Repair Joint Kit (C2L equivalent)	219/315	4
Branch joint Kit (TX Joint equivalent including foam packs)	219/315x110	2
Canusa Wrap (650 mm wide by 30 m roll)		1
Crimp Connectors (Bag of 100)		2
Warning Tamp (500 meter roll)		2

**SCHEDULE D -  
FORM OF LETTER AGREEMENT**

**Intentionally Omitted**

**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 12<sup>th</sup> 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)

INSURER: \_\_\_\_\_  
 TYPE OF COVERAGE: \_\_\_\_\_  
 POLICY NUMBER: \_\_\_\_\_  
 POLICY PERIOD: From \_\_\_\_\_ to \_\_\_\_\_

**INSURED VALUES: (Replacement Cost)**  
 Building and Tenants' Improvements: \$ \_\_\_\_\_  
 Contents and Equipment: \$ \_\_\_\_\_  
 Deductible Per Loss: \$ \_\_\_\_\_

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

Including the following extensions:  
 Personal Injury  
 Products and Completed Operations  
 Cross Liability or Severability of Interest  
 Employees as Additional Insureds  
 Blanket Contractual Liability  
 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: \$ \_\_\_\_\_

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

INSURER: \_\_\_\_\_  
 POLICY NUMBER: \_\_\_\_\_  
 POLICY PERIOD: From \_\_\_\_\_ to \_\_\_\_\_

**LIMITS OF LIABILITY:**  
 Combined Single Limit: \$ \_\_\_\_\_  
*If vehicles are insured by ICBC, complete and provide Form APV-47.*

6.  **UMBRELLA OR**  **EXCESS LIABILITY INSURANCE**

INSURER: \_\_\_\_\_  
 POLICY NUMBER: \_\_\_\_\_  
 POLICY PERIOD: From \_\_\_\_\_ to \_\_\_\_\_

**LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)**  
 Per Occurrence: \$ \_\_\_\_\_  
 Aggregate: \$ \_\_\_\_\_  
 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**