



**REQUEST FOR PROPOSAL**  
**SUPPLY AND DELIVERY OF PIPE AND FITTINGS**  
**RFP No. PS20110826**

Issue Date: December 14, 2012

Issued By: City of Vancouver

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1.0 THE RFP

- 1.1 This Request for Proposal (the "RFP") provides an opportunity to submit Proposals for review by the City and, depending on the City's evaluation of Proposals, among other factors, to potentially negotiate with the City to enter into an Agreement. EXCEPT WHERE EXPRESSLY STATED OTHERWISE IN APPENDIX 1 TO PART C OF THE RFP: (I) NO PART OF THE RFP CONSISTS OF AN OFFER BY THE CITY TO ENTER INTO ANY CONTRACTUAL RELATIONSHIP; AND (II) NO PART OF THE RFP IS LEGALLY BINDING ON THE CITY.
- 1.2 The RFP concerns the City's interest in procuring pipe and fittings to support the City's operations as, if and when required, as set out herein. The City is requesting proposals from interested, qualified and experienced firms that are able to provide a diverse and extensive supply of pipe and fittings for delivery to various City departments. Details of the City's objectives and requirements to which the RFP relates are set out in Part B of the RFP.
- 1.3 The City is interested in selecting a single Proponent with the capability and experience to efficiently and cost-effectively meet the objectives and requirements described in the RFP. The City currently expects to select such a Proponent and then enter into negotiations with that Proponent, which will conclude in the execution of an Agreement between the Proponent and the City. However, the City may: (i) decline to select any Proponent; (ii) decline to enter into any Agreement; (iii) select multiple Proponents for negotiation; or (iv) enter into one or more agreements respecting the subject matter of the RFP with one or more Proponents or other entities at any time. The City may also terminate the RFP at any time.
- 1.4 The City currently intends that Proposals will be evaluated by the City in relation to their overall value, which will be assessed in the City's sole and absolute discretion. In assessing value, the City expects to consider the factors described in Section 8 below, among others.
- 1.5 NO BID SECURITY IS REQUIRED FROM PROPONENTS IN CONNECTION WITH THE SUBMISSION OF PROPOSALS BECAUSE NO PROPOSAL WILL BE DEEMED TO BE AN IRREVOCABLE OR OTHERWISE BINDING LEGAL OFFER BY A PROPONENT TO THE CITY. THE LEGAL OBLIGATIONS OF A PROPONENT THAT WILL ARISE UPON THE SUBMISSION OF ITS PROPOSAL WILL BE LIMITED TO THE TERMS AND CONDITIONS STATED UNDER THE HEADING "LEGAL TERMS & CONDITIONS" IN APPENDIX 1 TO THE PROPOSAL FORM (PART C).
- 1.6 The execution of an Agreement may be contingent on funding being approved, and the relevant Proposal being approved, by the Vancouver City Council.
- 1.7 Certain capitalized terms used herein but not defined where first used are defined in Section 12 below.
- 1.8 The RFP consists of four parts:
- (a) PART A - INFORMATION AND INSTRUCTIONS: This part is intended to serve as a guide to the RFP process for Proponents.
  - (b) PART B - CITY REQUIREMENTS AND ITEMS TO BE ADDRESSED IN PROPOSALS: This part describes the subject matter of the RFP, in respect of which the City invites Proposals. This part also stipulates the information that must be contained in each Proposal.
  - (c) PART C - PROPOSAL FORM: This part consists of the Proposal Form to be completed by each Proponent in connection with its Proposal. Each Proposal must be submitted under the cover of a duly completed and executed Proposal Form.

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- (d) **PART E - FORM OF AGREEMENT:** This part contains a model Agreement. An Agreement or Agreements in this form may be entered into between the City and one or more successful Proponents.

**2.0 KEY DATES**

- 2.1 Potential Proponents should note the following key dates:

Event	Time and Date
Deadline for Enquiries	3:00 p.m., January 22, 2013
Closing Time	3:00 p.m., January 29, 2013

- 2.2 All references to time in the RFP are references to the time in the City of Vancouver, as shown on the clock used by the City for the purposes of requests for proposals.

**3.0 CONTACT PERSON**

- 3.1 All enquiries regarding the RFP must be addressed to:

Jing Fan  
City of Vancouver  
FAX: 604.873.7057  
E-MAIL: purchasing@vancouver.ca

- 3.2 All enquiries must be made in writing. In-person or telephone enquiries are not permitted.

**4.0 SUBMISSION OF PROPOSALS**

- 4.1 Proponents must submit their Proposals in writing on or before the time and date specified in the bottom row of the table in Section 2.1 above (the "Closing Time").

- 4.2 Each Proponent must submit its Proposal in an envelope clearly marked with the Proponent's name and the RFP title and number ("SUPPLY AND DELIVERY OF PIPE AND FITTINGS; PS20110826") to the following address:

Purchasing Services Office  
City of Vancouver  
453 West 12th Avenue  
Vancouver, British Columbia  
Canada V5Y 1V4

Notwithstanding the foregoing, envelopes submitted by courier or otherwise in-person should be delivered to:

Information Desk, Main Floor Rotunda  
City Hall  
City of Vancouver  
453 West 12th Avenue  
Vancouver, British Columbia  
Canada V5Y 1V4

- 4.3 To be considered by the City, a Proposal must be submitted under the cover of a Proposal Form, completed and duly executed by the relevant Proponent, including Appendix 1 thereto.

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- 4.4 Proposals must not be submitted by fax or email.
- 4.5 Amendments to a Proposal may be submitted in the same manner as the original Proposal, at any time prior to the Closing Time.
- 4.6 Proposals should be bound in three-ring binders. The City requests that four hard copies of each Proposal (or amendment) be submitted. However, only one of these hard copies should contain the section titled "Commercial Proposal," as referred to in Section 2.1.4 of Part B of this RFP. . In addition, it is not necessary to submit more than one copy of the Proposal Form. Finally, one electronic copy of each Proposal (including the "Commercial Proposal") should be submitted on CD-RW, DVD, or memory stick.
- 4.7 Proposals are revocable and may be withdrawn at any time before or after the Closing Time.
- 4.8 All costs associated with the preparation and submission of a Proposal, including any costs incurred by a Proponent after the Closing Time, will be borne solely by the Proponent.
- 4.9 Unnecessarily elaborate Proposals are discouraged. Proposals should generally be limited to the items specified in Part B of the RFP.
- 4.10 The City is willing to consider any Proposal from two or more Proponents that wish to form a consortium solely for the purpose of submitting a joint Proposal in response to the RFP, provided that they disclose the names of all members of the consortium and all members complete and execute a Proposal Form (Part C). Nonetheless, the City has a strong preference for proposals submitted by a single Proponent, including a Proponent that would act as a general contractor and use subcontractors as required.
- 4.11 Proposals that are submitted after the Closing Time or that otherwise do not comply in full with the terms hereof may or may not be considered by the City and may or may not be returned to the Proponent, in the City's sole discretion.
- 5.0 CHANGES TO THE RFP AND FURTHER INFORMATION
- 5.1 The City may amend the RFP or make additions to it at any time.
- 5.2 It is the sole responsibility of Proponents to check the City's website at: <http://vancouver.ca/doing-business/open-bids.aspx> regularly for amendments, addenda, and questions and answers in relation to the RFP.
- 5.3 Proponents must not rely on any information purported to be given on behalf of the City that contradicts the RFP, as amended or supplemented in accordance with the foregoing Section 5.2
- 6.0 CONTRACT REQUIREMENTS
- 6.1 In addition to addressing the other requirements of Part B hereof, each Proponent must indicate in its Proposal the extent to which the Form of Agreement included as Part D hereof is consistent with its Proposal. If the Proposal is inconsistent with any part of the Form of Agreement, the Proponent must so state and must propose alternative contract language as part of its Proposal.
- 6.2 If the head office of a Proponent is located within the City of Vancouver or if the Proponent is to perform any work at a site located within the City of Vancouver, the execution of any Agreement will be contingent upon the Proponent having a valid City of Vancouver business license.

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6.3 The term of any Agreement is expected to be a three-year period, with two possible one-year extensions, for a maximum total term of five years.

7.0 PRICING

7.1 All prices quoted in any Proposal are to be exclusive of applicable sales taxes but inclusive of all other costs.

7.2 Prices must be quoted in Canadian currency.

7.3 Fixed prices must be quoted for the full term of the Proponent's proposed agreement.

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

8.0 EVALUATION OF PROPOSALS

8.1 The City may open or decline to open Proposals in such manner and at such times and places as are determined by the City.

8.2 The City currently intends that all Proposals submitted to it in accordance with the RFP will be evaluated by City representatives to determine which Proposal or Proposals offer the overall best value to the City based on price, quality, service, innovativeness, environmental or sustainability concerns or benefits and other criteria including, but not limited to Proponents':

- (a) ability to deliver the Requirements (as defined in Part B) as and when required;
- (b) skills, knowledge and previous experience;
- (c) proposed plans and work schedules;
- (d) business reputations and capabilities; and
- (e) ability to meet the City's insurance requirements.

Certain other evaluation criteria may be set out in Part B or elsewhere in the RFP.

8.3 The City will retain complete control over the RFP process at all times until the execution and delivery of an Agreement or Agreements, if any. The City is not legally obligated to review, consider or evaluate Proposals, or any particular Proposal, and need not necessarily review, consider or evaluate Proposals, or any particular Proposal in accordance with the procedures set out in the RFP. The City may continue, interrupt, cease or modify its review, evaluation and negotiation process in respect of any or all Proposals at any time without further explanation or notification to any Proponents.

8.4 The City may, at any time prior to signing an Agreement, discuss or negotiate changes to the scope of the RFP with any one or more of the Proponents without having any duty or obligation to advise the other Proponents or to allow the other Proponents to vary their Proposals as a result of such discussions or negotiations.

8.5 The City may elect to short-list Proponents and evaluate Proposals in stages. Short-listed Proponents may be asked to provide additional information or details for clarification, including by attending interviews, making presentations, supplying samples, performing

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demonstrations, furnishing technical data or proposing amendments to the Form of Agreement. The City will be at liberty to negotiate in parallel with one or more short-listed Proponents, or in sequence, or in any combination, and may at any time terminate any or all negotiations.

- 8.6 Prior to approval of a Proposal, the City must be satisfied as to the Proponent's financial stability. Proponents may be asked to provide financial statements prepared by an accountant and covering at least the prior two years.
- 8.7 The City may request that any proposed subcontractors undergo evaluation by the City.
- 8.8 The City is not under any obligation to approve any Proposal and may elect to terminate the RFP at any time.
- 8.9 For the avoidance of doubt, notwithstanding any other provision in the RFP, the City has in its sole discretion, the unfettered right to:
- (a) accept any Proposal;
  - (b) reject any Proposal;
  - (c) reject all Proposals;
  - (d) accept a Proposal which is not the lowest-price proposal;
  - (e) accept a Proposal that deviates from the Requirements or the conditions specified in the RFP;
  - (f) reject a Proposal even if it is the only Proposal received by the City;
  - (g) accept all or any part of a Proposal;
  - (h) split the Requirements between one or more Proponents; and
  - (i) enter into one or more agreements respecting the subject matter of the RFP with any entity or entities at any time.

9.0 SUSTAINABILITY

- 9.1 The City's Ethical Procurement Policy and related Supplier Code of Conduct found at <http://vancouver.ca/doing-business/prepare-your-bid.aspx> align the City's overall 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. To the extent applicable, the Ethical Procurement Policy will be referred to in the evaluation of Proposals, and any successful Proponent will be expected to adhere to the Supplier Code of Conduct.
- 9.2 Proponents are to provide environmentally sensitive products or services wherever possible. Where there is a requirement that the Proponent supply materials, and where such materials may cause adverse environmental effects, the Proponent is to indicate the nature of the hazard(s) in its Proposal. Furthermore, the Proponent is to advise the City of any known alternatives or substitutes for such materials that would mitigate such adverse effects.

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10.0 CERTAIN APPLICABLE LEGISLATION

- 10.1 Proponents should note that the City of Vancouver is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligations on the City's consultants or contractors to protect all personal information acquired from the City in the course of providing any service to the City.
- 10.2 Proponents should note that the *Income Tax Act* (Canada) requires that certain payments to non-residents be subject to tax withholding. Proponents are responsible for informing themselves regarding the requirements of the *Income Tax Act* (Canada), including the requirements to qualify for any available exemptions from withholding.

11.0 LEGAL TERMS AND CONDITIONS

- 11.1 The legal obligations of a Proponent that will arise upon the submission of its Proposal are stated in Appendix 1 to the Proposal Form (Part C). Except where expressly stated in such Appendix 1: (i) no part of the RFP consists of an offer by the City to enter into any contractual relationship; and (ii) no part of the RFP is legally binding on the City.
- 11.2 Potential Proponents should review Appendix 1 to the Proposal Form carefully before submitting a Proposal. Among other things, potential Proponents must note that:
- (a) Except for limited duties in respect of the protection of confidential information and the resolution of legal disputes (as fully specified in Appendix 1 to the Proposal Form), the City does not have, and will not have, any legal obligations to a Proponent or to any proposed subcontractor of that Proponent in respect of the RFP or that Proponent's Proposal until such time as an Agreement is entered into with that Proponent.
  - (b) The City is a public body required by law to act in the public interest. In no event, however, does the City owe *to the Proponent or to any of the Proponent's proposed subcontractors* (as opposed to the public) any contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFP process, or any contract or tort law duty to preserve the integrity of the RFP process.
  - (c) Except only and to the extent that the City is in breach of its duties with respect to a Proponent's confidential information, each Proponent is required to broadly release the City, its officials, its agents and its employees from liability for any losses incurred by the Proponent.
  - (a) Except only and to the extent that the City is in breach of its duties with respect to a Proponent's confidential information, each Proponent is required to broadly indemnify and hold harmless the City, its officials, its agents and its employees from and against losses in respect of any claim or threatened claim against any of them.
  - (b) Except with respect to the City's duties in respect of a Proponent's confidential information, even to the extent the city is found to have breached any duty to the Proponent, if any, the liability of the City, its officials, its agents and its employees to the Proponent will be limited to \$100.
  - (c) With limited exceptions set forth in such Appendix 1 to the Proposal Form, any dispute between the City and a Proponent will be subject to arbitration.
  - (d) All RFP-related documents provided to any Proponent by the City remain the property of the City and must be returned to the City, or destroyed, upon request by the City.



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- (e) The documentation containing any Proposal, once submitted to the City, becomes the property of the City, and the City is under no obligation to return the Proposal to the Proponent.
- (f) The City will treat any Proposal (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information, subject, however, to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia) and the City's full right to publicly disclose any and all aspects of the Proposal in the course of publicly reporting to the Vancouver City Council or announcing the results of the RFP to Proponents.
- (g) Proponents must not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the City, which have been or are in the future provided or communicated to a Proponent at any time (whether before, during or after the RFP process). Furthermore, each Proponent must agree to not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.
- (h) Each Proponent must waive any rights to obtain any records produced or kept by the City in evaluating its Proposal (and any other submissions) and must agree that under no circumstances will it make any application to the City or any court for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions), including, without limitation, records relating only to the Proponent.
- (i) Each Proponent must disclose whether any officer, director, shareholder, partner or employee of the Proponent or of any of its proposed subcontractors, or any other person related to the Proponent'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:
  - i. an elected official or employee of the City; or
  - ii. related to or has any business or family relationship with any elected official or employee of the City, such that there would be any conflict of interest or an appearance of a conflict of interest in the evaluation or consideration of the Proponent's Proposal by the City.
- (j) Each Proponent must disclose whether the Proponent or any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) pipe or fittings to the Canadian federal government, the British Columbia provincial government, the Greater Vancouver Regional District (also known as Metro Vancouver), or any member local government of Metro Vancouver, in each case such that entering into the Form of Agreement in Part D of the RFP would create a conflict of interest or the appearance of a conflict of interest between the Proponent's duties to the City and the Proponent's or its subcontractors' duties to the foregoing organizations.
- (k) Each Proponent is required to disclose whether the Proponent has any affiliation, whether legal or financial, with any other entity which is in the business of providing the same type of goods or services which are the subject of the RFP; and whether the Proponent is competing for purposes of the RFP process with any entity with which it is legally or financially associated or affiliated.
- (l) Each Proponent is required to disclose whether it or any officer, director, shareholder, partner, or employee of the Proponent or any of its proposed subcontractors is

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registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America.

- (m) A Proponent must not disclose or promote any relationship between it and the City, including by means of any verbal declarations or announcements and by means of any sales, marketing or other literature, letters, client lists, press releases, brochures, web sites or other written materials (whether in print, digital, electronic or other format) without the express prior written consent of the City. Each Proponent must undertake not to use the name, official emblem, mark, or logo of the City without the express prior written consent of the City.

12.0 DEFINITIONS

12.1 In the RFP, the following capitalized terms have the following meanings:

- (a) "Agreement" means a contract entered into between the City and a successful Proponent, if any, following the conclusion of the RFP process, which contract is expected to be in substantially the same form as the Form of Agreement;
- (b) "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter;
- (c) "Form of Agreement" means the form of agreement contained in Part D of the RFP;
- (d) "Proponent" means an entity, which is not, by the terms hereof, restricted from submitting a Proposal, and which does submit a Proposal;
- (e) "Proposal" means a proposal submitted in response to the RFP; and
- (f) "Proposal Form" means the form contained in Part C of the RFP.

12.2 All other capitalized terms used in the RFP have the meanings given to them elsewhere in the RFP.

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1.0 CITY REQUIREMENTS

1.1 The City has the following objectives, requirements, preferences and interests (together, the “Requirements”), which are in addition to the requirements stated in the Form of Agreement:

(a) The City wishes to select a Proponent with the product mix, and with the service capability, to efficiently and cost-effectively supply quality plumbing products as described herein. The City also wishes to identify best and leading practices to increase procurement efficiency for the City’s plumbing requirements.

(b) The City wishes to select a Proponent to supply the following (the “Products”), each of which is described in greater detail in Annex 1 of the RFP:

(i) Copper tube (pipe) (“Requirement A”) to support the daily maintenance, repair and operation functions of the City. Copper tube should conform to the latest edition of the American Society for Testing and Materials (“ASTM”) Standard Specification for seamless copper water tube, designated B88-93a. The City requires, without limitation, copper tube in:

1. (¾; 1; 1 ½; 2”) x 66 foot coils; and
2. (1-1/2; 2”) x 20 foot straight lengths.

(ii) PVC pipe & fittings (“Requirement B”) to support the daily maintenance, repair and operation functions of the City. The City requires, without limitation, the following:

1. (4; 6”) SDR28 x 6-1/2 foot lengths;
2. (4; 6”) SDR28 x 13 foot lengths;
3. (8; 10; 12; 15”) SDR35 x 13 foot lengths; and
4. bends, wyes, tees, caps and plugs for all of the above.

(iii) Waterworks service saddles (“Requirement C”) to support the daily maintenance, repair and operation functions of the City. The service saddles should be designed to provide a drip-tight connection when used as a service connection to the watermain. The body of the service saddles should be made to conform to the outside configuration of the watermain. The materials used to produce the service saddle body should be ductile iron and should conform to the latest edition of the ASTM Standard Specifications for Ductile Iron Castings, designation A536, grade 65-45-12. The City requires, without limitation, the following:

1. (4; 6; 8; 12”) x 1-1/2” C.C. threads and I.P. threads;
2. (4; 6; 8; 12”)”x 2” C.C. threads and I.P. threads; and
3. 18” x 1 1/2” C.C. threads.

(iv) Mechanical couplings for DWV/sewer (“Requirement D”) to support the daily maintenance, repair and operation functions of the City. The mechanical couplings should meet or exceed the requirements of the latest issue of

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Canadian Standards Act (CSA) Standard B 602 Mechanical Couplings for Drain, Waste and Vent Pipe and Sewer Pipe. The City requires, without limitation, the following mechanical Couplings (100; 150; 200; 250; 300; 350 MM) to join to clay 1, clay 2, CI and PL.

(v) Waterworks brass & screwed brass fittings (“Requirement E”) to support the daily maintenance, repair and operation functions of the City. All waterworks brass and screwed brass fittings supplied should be in accordance with the following standards:

1. ANSI/AWA/C800 for Underground Service Line, Valves and Fittings (latest revision); and
2. ANSI/NSF 61/Drinking Water System Components, Health Effects (latest revision).

The City requires, without limitation, the following:

- I. Main Stops (3/4; 1; 1 ½; 2 “) C.C. thread x compression for copper tube;
- II. Couplings (3/4; 1”) female I.P. x compression for copper tube;
- III. Couplings (3/4; 1 ½; 2”) male I.P. x compression for copper tube;
- IV. Couplings (3/4; 1; 1 ½; 2” both ends) compression joint for copper tube - both ends;
- V. (3/4; 1; 1 ½; 2”) Copper - main adaptor (FF x CTS);
- VI. (1; 1 ½; 2”) Copper - Iron adaptor (FF x FIP)
- VII. Curb Stops (3/4; 1; 1 ½; 2”) (FIP x FIP); (FIP x compression joint copper); (3/4; 1”) (compression joint copper both ends);
- VIII. Brass Nipples (3/4; 1; 1 ½; 2”) x (2; 3; 4; 5; 6”);
- IX. Solid Brass Plug (1/2; ¾; 1; 1 ½; 2”);
- X. Brass Tee (3/4; 1; 2”);
- XI. Brass Reducing Coupling (1/2; 1; 1 ½; 2”) x ((3/4; 1; 1 1/2”); and
- XII. Brass Couplings (1/2; ¾; 1; 1 ½; 2”).

(vi) Ductile iron cement mortar lined waterworks fittings (“Requirement F”) to support the daily maintenance, repair and operation functions of the City. The required categories include but are not limited to the following:

1. (6; 8; 12”) Crosses;
2. (4; 6; 8; 12”) Tees;

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3. (4; 6; 8; 12") Adaptors and Sleeves;
4. (4; 6; 8; 12") Plugs and Caps;
5. (4; 6; 8; 12") Bends;
6. (6; 8; 12") Reducers;
7. (4; 6; 8; 12") Offset Bends; and
8. (4; 6; 8; 12") Glands and Gaskets

The following manufacturers and foundries have supplied C110 Ductile Iron Fittings to the City over the past years. Fittings from these sources have been tested and found to comply with the appropriate specifications:

- I. Sigma NAPPCO products from China "A1" Foundry (both North and South); and
- II. Terminal City Iron Works (ACS) including:
  1. Fittings manufactured by Sigma NAPPCO (as above) for Terminal City ACS;
  2. Fittings manufactured by Century Pacific Foundry Ltd. Of Surrey, BC., Canada;
  3. Fittings manufactured by Penticton Foundry, Penticton, BC, Canada; and
  4. Terminal City Ironworks (Pre-2001) Vancouver, BC, Canada.

If a Proponent proposes the supply of fittings from other sources than those indicated above, the City will require, prior to approval, representative manufacturers' test results for the manufacturer and the particular foundry. The City may also initiate independent random metallurgical testing to verify the manufacturer-supplied test results prior to acceptance of a source other than those listed above.

The City must be able to identify the source foundries for each of the fittings by way of markings. All supplied ductile iron fittings and test keel blocks shall be clearly marked by the letter "D" or "DI" or other acceptable forms in conjunction with the appropriate heat number and with the production date code.

- (c) Proponents may in their Proposals indicate other categories of products (in addition to the foregoing), which they wish to offer to the City. However, due to their unique specifications and applications, ductile iron pipe, reinforced concrete pipe and their related components are specifically excluded from the scope of this RFP.
- (d) Where a Product is required to conform to any standards set out in a standard specification, such as but not limited those of the Canadian Standards Association ("CSA"), the American Society for Testing and Materials ("ASTM"), the American

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National Standards Institute (“ANSI”), and the Canadian General Standards Board (“CGSB”), the City requires the ability to obtain assurance from the ultimate supplier, in writing, that its Product meets or exceeds the standard.

- (e) Upon request from the City, any successful Proponent must supply satisfactory evidence, as determined by the City, that its proposed products comply with any specified standard specification or test requirement. All references to codes and standards shall be deemed to be references to the latest issues of the specified codes and standards, as amended and revised to the RFP closing date.
- (f) With the City’s current strategy of streamlining and continually improving its business processes, one objective of this RFP is to consolidate the City’s purchases, streamline the acquisition process and improve service efficiency for the Products. Through this RFP, the City seeks to realize best value through, without limitation:
  - (i) a reduction of inventory investment through product rationalization/standardization;
  - (ii) virtual elimination or major reduction of back-orders;
  - (iii) receipt of quality Products at lowest total cost;
  - (iv) timely deliveries at lowest cost to the City;
  - (v) firm pricing for Products;
  - (vi) an accurate history of Product utilization and expenditures;
  - (vii) lower acquisition costs through transactional reduction processes;
  - (viii) a superior level of quality service;
  - (ix) a structured supplier management program;
  - (x) attainment of the social and ethical standards outlined in the City’s Procurement Policy; and
  - (xi) a strong co-operative and proactive relationship with the City’s Products supplier.
- (g) The City has the following Requirements concerning operations and logistics:
  - (i) The City requires a designated “Account Representative” to serve as a point of contact and be responsible for managing the relationship between the City and a successful Proponent. The Account Representative will work with designated City staff to ensure that the City objectives are met as outlined within this section. Each Proponent is to provide in its Proposal an overview of their account management process and hierarchy.
  - (ii) The City requires that the service level for delivery of Products direct to its sites be such as to permit delivery within five working days from the time the order is placed. It is also expected that a successful Proponent possess the capability of providing special same-day delivery service under emergent conditions.

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- (iii) While the larger portion of the Products required will be delivered to City warehousing centres and departments, a significant number of items required may need to be picked up at a successful Proponent's location by City staff for expediency. Each Proponent is to provide a detailed explanation of their ability to service this requirement while minimizing waiting time for City staff.
  - (iv) The City is looking for ways to streamline and consolidate orders to improve cost savings and sustainability measures. In the event that there are multiple orders placed by the same City location within a short period (approximately 24 hours), the successful Proponent should communicate with the specific location and offer a consolidated order delivery option if acceptable to the City.
  - (v) Each Proponent should detail customer service process and capabilities such as but not limited to: the account management process, the day-to-day service and operational process, order-processing, logistics solutions, including delivery schedules, size of vehicles, number of vehicles and the ability to provide delivery service to multiple locations.
  - (vi) Each Proponent should describe its program to manage, maintain and improve fulfilment rates and how its program would deliver maximum benefit to the City.
  - (vii) The City's preference is not to have minimum order thresholds. However each Proponent is to indicate if any minimum order thresholds are applicable.
  - (viii) Each Proponent should explain the process for handling emergent or special after-hours requirements and how quickly from the time an order was placed the City would receive those Products.
  - (ix) State the location from which deliveries would be dispatched for the City.
  - (x) Provide a sample packing list or bill of lading that includes an itemized detail of the package contents which will accompany each delivery.
- (h) The City has the following Requirements concerning deliveries:
- (i) All Deliveries must be as, if and when required for the term of the Agreement and are to be made between 8:00 a.m. and 2:30 p.m. on business days only, unless other arrangements have been agreed to in writing.
  - (ii) Products shall be delivered to the following delivery sites, without limitation:
    - 1. Evans Yard 955 Evans Avenue.
    - 2. Central Stores 250 West 70th Avenue.
- (i) The City has the following Requirements concerning inventories:
- (i) A major inconvenience to the City, particularly to the smaller facilities, is when Products are ordered but they are not supplied and are instead placed on back-order. One of the key objectives of this RFP is to eliminate or significantly reduce the instances of back-orders. Each Proponent is to explain the solutions in meeting this objective of how it proposes to guarantee no or

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minimal back orders. Please also explain how the City may be compensated (e.g. automated discount) for each instance of back-order occurrence.

- (ii) To meet the service demands of the respective facilities, it is fundamental that sufficient stock levels be maintained. However, a key objective of this RFP is to reduce shelf inventory at the respective facilities and carrying costs, while at the same time, ensuring that the continual local supply of essential products is maintained.
  - (iii) The successful Proponent will be responsible for maintaining a high level of service as it relates to customer satisfaction and contractual performance and will be required to assist designated City inventory personnel in managing an efficient and reasonable level of inventory.
  - (iv) The successful Proponent must be willing to accommodate changes in volume, delivery sites and other reasonable requests by the City throughout the term of the Agreement.
  - (v) The successful Proponent shall facilitate the performance of inventory turns that may include all or part of the following:
    - 1. smaller more frequent deliveries;
    - 2. maintaining pre-determined inventory levels (based on min/max levels); and
    - 3. on-line ordering and designated personnel to “share” inventory data for availability and delivery information.
  - (vi) Each Proponent should detail the inventory support services that it has available and how the services will benefit the City. Further to this, each Proponent should detail a continuous improvement solution and the long-term advantage to the City.
- (j) The City has the following Requirements concerning surplus and obsolete Products:
- (i) The City is seeking solutions from Proponents to incorporate a process for disposal of obsolete Products and surplus Products.
  - (ii) Please provide solutions for the disposition of obsolete Products, any surplus Products the City may need to return or expired products. Please indicate how the Proponent’s solution will have a minimal environmental impact to the local landfills.
- (k) The City has the following Requirements concerning returns and restocking:
- (i) The successful Proponent will be required to pick up Products for return within 48 hours from notification. The City will not pay restocking fees for merchandise that has been returned unless it is a specialty item and the user department has been notified at the time of placement of order of the potential restocking charge. The Proponent will issue a credit memo to the City within seven calendar days of the return.



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- (ii) Based on the above, each Proponent should describe a comprehensive solution for the City in regards to returns and restocking issues.
- (l) The City has the following Requirements concerning business technology capabilities and its Procurement to Payment Process (P2P):
  - (i) The City is seeking a solution to streamline the P2P process for its consumable items within the scope of this RFP such that the resources assigned are more efficiently utilized.
  - (ii) Each Proponent should acknowledge that the City may utilize an electronic procurement process that handles commercial transactions from requisitioning through payment such as, but not limited to: purchase/service order, order receipt/acceptance, change order, shipping notice, work ticket and invoice.
  - (iii) The City may elect to conduct business with the successful Proponent through an electronic procurement system. Please demonstrate and explain the technology and process and a detailed solution for the ordering process to reduce transactional costs for the City. Each Proponent should acknowledge that this may include receiving electronic purchase/service order(s) or work ticket data input into an electronic procurement system, and scanning/attaching supporting documentation if requested by the City. It may also include registering with and working with a third-party system or network providers.
  - (iv) Please also outline the Proponent's capacity to:
    1. develop item catalogue content such as punch-out catalogues, in a timely manner as requested for access by and/or hosted on servers of the City and to be responsible to update and maintain catalogue item data and pricing;
    2. possess capabilities for a secure online ordering system with an extensive catalogue of accessible items tailored to the City; real time budget tracing and online ordering history; and
    3. develop methods with the City to continuously optimize the procurement process, including electronic procurement; and
    4. reduce overall transactional costs for the City.
- (m) The City has the following Requirements concerning billing and payment options:
  - (i) The City is interested in incorporating technologies such as digital scanning billing and electronic invoice verification, and a secure online payment system, as well as using an EFT/SAP financial interface process.
  - (ii) Please explain your capabilities, including if your firm possesses technology enabling an EFT/SAP interface, or any other innovative payment solutions.
  - (iii) Describe capabilities and include with your submission, a sample of a typical digital invoice, which is expected to encompass shipping destination, purchase order number, date ordered, description of goods including part numbers, price and extended value, taxes and total value for the billing period; and

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- (iv) Describe the technology and process being used with respect to purchasing cards and ghost cards. The City currently works within Bank of Montreal's MasterCard purchase card program, and requires the Proponent to state its willingness to acquire a software package from MasterCard that supports the Tier-3 system and work with the City in developing the card's utilization to achieve the maximum benefits.
- (n) The City has the following Requirements regarding contract management and representation:
  - (i) Upon completion of any successful negotiation and execution of the Agreement, the successful Proponent and the City will develop a strategy for transition and implementation, and a protocol for the management of the Agreement wherein the City requires the right to review any changes to the successful Proponent's representation, prior to any changes taking effect.
  - (ii) The successful Proponent shall designate a contact person who will make decisions to ensure that the Agreement implementation and day-to-day operation are as specified herein, and who will service as a point of contact for the City.
  - (iii) The contact person will meet with the City's contract administrator(s) or designate(s), as determined by the City, as part of the transition period to co-ordinate deliveries and to solve any problems. Thereafter, regular meetings will be conducted at mutually agreed times.
  - (iv) The successful Proponent will exercise competent supervision of all work, at all times through a representative who must:
    - 1. be fully knowledgeable of schedules and service requirements;
    - 2. be fully accessible at all times; and
    - 3. have authority to receive on behalf of the successful Proponent any communication relating to the Work.
- (o) The City is concerning with quality assurance. Therefore, each Proponent should describe its quality assurance program(s), including but not limited to: incoming product inspection, pre-shipment inspections/order verification, and quality management processes including but not limited to:
  - (i) dealing with product non-conformance;
  - (ii) process and target timelines for non-conformance investigations;
  - (iii) corrective action processes;
  - (iv) management of metrics regarding supplier product quality issues; and
  - (v) any special process quality programs/certifications, including date of most recent audit and certification.
- (p) A successful Proponent, if any, may be required to provide Materials Safety Data (MSDS) sheets and Workplace Hazardous Materials Information System (WHMIS) sheets

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for all Products. Proponents should state in their Proposals their willingness to supply MSDS and WHMIS sheets and describe how the various delivery sites will have access to the MSDS and WHMIS sheets.

- (q) A successful Proponent, if any, will be asked to provide quarterly, semi-annual or annual reporting on a number of performance measures and any other criteria determined by the City for Products purchased under the Agreement. The information should be reported in aggregate in a matrix providing data, which may include but is not limited to:
- (i) stock maintenance and usage data - the City requires the ability to identify consumption of the Products used under this Agreement. Each Proponent is to provide a detailed sample of its solution in a periodical supply summary for the Product purchases for specific time frames, or on a monthly, quarterly, or annual basis, as requested by the City;
  - (ii) back order status data - including the number of incidents and fulfilment rate (fill rate);
  - (iii) obsolete products data - including the amount and frequency of disposition of Products; and
  - (iv) data concerning cost reduction initiatives, market trends of key cost drivers or other price adjustment criteria and related/relevant market-based indices for commodity items, etc.

Each Proponent should, in its Proposal, discuss its ability in meeting the above requirements, types of reporting capabilities available and how the information would benefit the City to achieve cost savings and efficient inventory management.

- (r) The City has disaster response support Requirements:
- (i) In the event of a major or serious disaster, such as earthquake, major fire, or extreme snow conditions, the City will be faced with the requirement to sustain the provisioning of key facilities such as those operated by the Police Department, Fire and Rescue Services and other emergency facilities. Each Proponent should provide a list of staff and their contact numbers outside of British Columbia, in case of telecommunication disruptions, who have the capability to authorize to arrange for production and delivery in order to meet these exceptional circumstances.
  - (ii) Each Proponent should explain its ability or plan to provide this support to the City in the event of a major disaster or emergency condition.
- (s) The City requires an effective transition and implementation plan:
- (i) Recognizing that there may be changes in some Products and procedures being implemented from what is presently being purchased or used by the City, the City and the successful Proponent will be responsible for developing a timely and orderly transition.
  - (ii) Each Proponents should include in its Proposal a detailed explanation as to how it envisions the transition and implementation be completed. This explanation should encompass, but not be limited to such factors as:

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1. determination of product requirements;
  2. service levels for the respective facilities including logistics arrangements;
  3. ordering process;
  4. managing of current and obsolete inventory on shelf; and
  5. establishment of summary billing or technology.
- (t) The City has the following Requirements concerning recall notices:
- (i) In the event of any recall notice, technical service bulletin, or other important notification affecting Product the City has purchased, it shall be the responsibility of the successful Proponent to assure that such notice is sent directly to the City.
  - (ii) Each Proponent should describe the process for managing manufacturer's product failures issues including:
    1. systems for tracking product under a timeline warranty;
    2. management of failed product under warranty;
    3. management of supplier product recalls including lot control tracking and customer communication process; and
    4. systems for tracking product related problems and or failures.
- (u) Upon request from the City, the successful Proponent will submit at no cost to the City, (paper or electronic) catalogues and price lists to the respective facilities/ departments.
- (v) One of the City's goals is to reduce the packaging associated with acquiring various Products. Many suppliers are starting to introduce innovative programs to reduce packaging. Such examples include providing products in reusable packaging such as plastic totes, reducing unnecessary packaging such as shrink wrap or offering packaging that is made from recycled material. Proponents should discuss their proposed solutions and measures for overall product packaging reduction, recyclable materials and percentage of recycled content, and return/collections program availability and/or reuse. Each Proponent should detail how it is measuring the success of the proposed program.
- 1.1.2 Further information regarding the Requirements, including detailed Product specifications, is contained in Annex 1 to the RFP.
- 1.2 The Requirements stated herein are current as of the date hereof, but they may change or be refined in the course of the evaluation of Proposals or otherwise.
- 1.3 To the extent that this RFP expresses estimates of quantities or volumes of goods expected to be required by the City, the City cannot offer any assurances that such quantities or volumes will in fact be required.

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2.0 ITEMS TO BE ADDRESSED IN EACH PROPOSAL

- 2.1 Each Proposal must have: (i) a title page that clearly indicates the name of the Proponent and the general nature of the Proposal; (ii) a detailed table of contents; and (iii) an executive summary no more than one page long.
- 2.1.1 Each Proposal must contain a section titled "Technical Proposal," which should address the Requirements. This section of the Proposal should be divided into paragraphs that correspond to the numbered paragraphs of the foregoing Section 1 of this Part B and, as applicable, the numbered sections of Annex 1 to the RFP. The Technical Proposal should make clear how the products offered will meet and exceed the Requirements. In addition, if the Proponent wishes to make a Proposal only in respect of one or more (but not all) of the Requirements, this should be clearly stated, including by reference to any of Requirement A, Requirement B, Requirement C, Requirement D, Requirement E and Requirement F.
- 2.1.2 Each Technical Proposal should also state the total number of products offered in the Proponent's catalogue, and whether all catalogued products are stocked at its distribution warehouse(s). Furthermore, distribution warehouse location(s) and any other locations in proximity to the City that would be used to service City Requirements should be identified. Each Proposal should also describe the percentage of Product stocked at each location proposed to be used to service the City, based on the City Requirements.
- 2.1.3 For Products that are required to meet applicable codes or standards, the Technical Proposal should address the Proponent's internal standard practices to conform to the codes or standards and its willingness to provide Product compliance to the City.
- 2.1.4 Each Proposal must contain a section titled "Commercial Proposal," which should contain full details of the Proponent's proposed pricing and payment terms, which must be in accordance with Part A of the RFP, and, which must include a completed table in the following form of Annex 3.
- 2.1.5 In completing Annex 3:
- (a) If the Proponent is unable to quote on any product, it is to complete the field as "N/Q" (not quoting);
  - (b) "Unit Size" is the unit of measure by which the City will purchase the item - i.e., each, feet, etc.;
  - (c) "Unit Price" is the price of a single "unit of size" - i.e., price of each, price per foot, etc.
  - (d) "Total Price" is the total cost of Product unit size.
- 2.1.6 Prices or cost information is not to be shown in any other part of the Proposal other than the Commercial Proposal, including the completed Annex 3. Since the City has rationalized the varieties of many of the Products listed within this RFP, the quantities shown are estimated and are for informational purposes only and do not guarantee usage. Actual annual usage may be more or less than what is shown as an estimated amount.
- 2.1.7 The City is looking for a Proponent who provides a transparent pricing model that offers cost certainty and lower overall cost of goods.

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As part of its “Commercial Proposal,” each Proponent should state any discount available where City employees pick up Products from store outlets, warehouses, distribution centers or any other location. In addition, each Proponent should clearly outline and detail any other discount structure(s) available to the City to ensure that the City objective in reducing overall cost is met. Examples include but not limited to, or a combination of: trade discounts, wholesale discounts, quantity discounts, etc. In particular, each Proponent should clearly outline any incentives based on the value of annual business volume supplied under an Agreement awarded as a result of this RFP. In doing so, the City request that the Proponent specify whether any discount or rebate will apply at each of the following annual purchase amounts:

- (a) \$500,000;
- (b) \$750,000;
- (c) \$1,000,000;
- (d) \$1,250,000;
- (e) \$1,500,000;
- (f) \$1,750,000; and
- (g) \$2,000,000;

- 2.1.8 As part of its “Commercial Proposal,” each Proponent should also describe its terms of payment. The City’s standard payment terms are Net 30 days; however any discounts (e.g. early payment discounts) or more favourable terms which may be offered by the Proponent will be taken into consideration in the financial evaluation. Proponents should indicate if they require terms other than Net 30 days.
- 2.1.9 Reference should be made to the foregoing Section 1 of this Part B and Annex 1 to the RFP for any further requirements concerning pricing or payment terms, which should be addressed in each Proposal.
- 2.2 Each Proposal must contain a section titled “Proponent Overview,” which must provide a description of the Proponent’s company, purpose and history of successes.
- 2.3 Each Proposal must contain a section titled “Key Personnel,” which must identify and provide professional biographical information for the key personnel that would perform the Proponent’s work, outlining their intended roles in meeting the Requirements. If appropriate, also include a complete organization chart, identifying all roles and areas of responsibility.
- 2.4 Preference may be given to Proponents and proposed personnel that demonstrate relevant knowledge and experience. Each Proponent should make clear in its Proposal its knowledge and experience, and that of its proposed personnel, in the supply and delivery of copper tube, PVC pipe and fittings supplies, waterworks service saddles, mechanical couplings for DWV/sewer, waterworks brass and screwed brass fittings, and ductile iron cement mortar lined waterworks fittings during the last five years. Specify client names where applicable.

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- 2.5 Each Proposal must contain a section titled “References,” which should provide names and contact information for approximately three parties for whom the Proponent has done work in the past.
- 2.6 Each Proposal must contain a section titled “Suppliers and Subcontractors,” which must list all of the suppliers and subcontractors that the Proponent proposes to use in carrying out its work under an Agreement, or state that the Proponent does not propose to use any suppliers or subcontractors. If selected to enter into an Agreement with the City, the Proponent may be limited to using suppliers and subcontractors listed in its Proposal. Where the Proponent proposes to use suppliers or subcontractors, it should make clear its current relationships with those parties or its plans to enter into such relationships.
- 2.7 The “Suppliers and Subcontractors” section should also describe how the Proponent has leveraged supply chain and business relationships in the past to expand distribution rights and how new manufactured items have been introduced into the supply chain. The Proponent should also elaborate on its decision-making process for adding new products to its catalogue.
- 2.8 If the City objects to a supplier or subcontractor listed in a Proposal, the City may permit a Proponent to propose a substitute supplier or subcontractor acceptable to the City.
- 2.9 The City is committed to environmental and socio-economic sustainability. Therefore, each Proposal must contain a section titled “Sustainability,” wherein the Proponent should describe the environmental aspects of its Proposal. In addition, this section of the Proposal should include a completed table in the following form:

Sustainability Initiative	Description	Details	Response
a. Packaging Reduction	The City aims to reduce the packaging associated with acquiring various products. More and more suppliers are adopting innovative programs to reduce packaging.	Tell us about your proposed measures to reduce product packaging such as recycle ability, percentage of recycled content, return/collections programs and/or re-use. Examples include providing products in reusable packaging such as plastic totes, reducing unnecessary packaging such as shrink wrap or offering packaging that is made from recycled material.	
b. Greenhouse Gas/Carbon Reduction	The City aims to reduce its greenhouse gas/carbon emissions, where possible as part of its Climate Protection Program.	Tell us how the design and use of your product or service takes into account strategies to reduce its carbon footprint. Examples could include offering products with a limited amount of embedded carbon, having a strategy for limiting transportation-related to service provision and/or purchasing carbon credits to offset emissions	

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Sustainability Initiative	Description	Details	Response
c. Waste Reduction	The City aims to reduce waste where possible.	Tell us how your firm addresses waste minimization and diversion of waste from the landfill in the design of your product or service and its associated delivery, use and disposal. Examples include take-back programs you may have for your products at end-of-life or products that are made from recycled materials.	
d. Toxic Reduction	The City aims to reduce toxins and hazardous substances in the workplace where possible.	Tell us what steps your firm has taken to use 'design for environment' principles to reduce toxic and hazardous substances found in your products. Examples could include products that contain polyvinyl chlorides (PVCs) or volatile organic compounds (VOCs).	
e. Third Party Eco-labelling	The City aims to purchase, when possible, products that are eco-certified or eco-labelled by a recognized third party.	Describe and explain third party certification for the products to be supplied, which includes labelling requirements. State the type of testing performed, and the standards applicable to support biodegradable products completely breaking down in the landfills.	
f. Socio-economic Sustainability	Socio-economic sustainability is important to the City. As such, The City aims to do business with suppliers who are striving to advance social and economic wellbeing in the community.	Tell us about your firm's efforts with regards to socio-economic sustainability. Examples include, but are not limited to, broadening educational and professional development opportunities, supporting minority/youth groups, and supporting low-threshold job programs for vulnerable people.	



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- 2.10 Each Proposal must contain a section titled “Deviations and Variations,” in which the Proponent should: (i) note any deviations or variations from the terms and conditions set out in the RFP or from the Requirements, even if such deviations or variation are also noted elsewhere in the Proposal; and (ii) if applicable, detail any proposed amendments to the Form of Agreement. If no amendments to the Form of Agreement are proposed, the Proponent must state that its Proposal is fully consistent with the Form of Agreement.
- 2.11 If, in addition to proposing services which meet the Requirements, the Proponent wishes to offer an alternative or alternatives, the alternative solution(s) should to be submitted separately as an appendix within the Proposal. Any pricing impact of the alternate solution(s) should be provided separately in the appendix. Any alternative pricing should be set out in the form of Annex 3.
- 2.12 Each Proponent should note Section 9 of Appendix 1 to Part C and should include in its Proposal a section entitled “Conflicts; Collusion; Lobbying” as necessary.
- 2.13 The sections of each Proposal should be arranged in the order in which they are referred to in this Part B. Proponents should avoid, to the extent possible, the inclusion of other top-level Proposal sections.
- 2.14 Each Proponent must submit with its Proposal a Certificate of Existing Insurance, in the form of Annex 2 to the RFP, duly completed and signed by its insurance agent or broker as evidence of its existing insurance, along with a letter from its insurance broker or agent indicating whether or not (and, if not, then to what extent) it will be able to comply with the insurance requirements set out in the Form of Agreement, should the Proponent be selected as a successful Proponent. (Any successful Proponent will also be required to provide proof of the satisfaction of all insurance requirements prior to or concurrently with the City entering into any Agreement.)
- 2.15 Each Proponent must submit with its Proposal proof of valid WorkSafeBC registration. Such registration must be maintained as specified in the Form of Agreement.

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PART C - FORM OF PROPOSAL LETTER

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PROPOSAL FORM

RFP No. PS20110826, SUPPLY AND DELIVERY OF PIPE AND FITTINGS (the "RFP")

Proponent's Name: \_\_\_\_\_  
"Proponent"

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

Jurisdiction of Legal Organization: \_\_\_\_\_

Date of Legal Organization: \_\_\_\_\_

Key Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

The Proponent, having carefully examined and read the RFP, including all amendments and addenda thereto, if any, and all other related information published on the City's website, hereby acknowledges that it has understood all of the foregoing, and in response thereto hereby submits the enclosed Proposal.

The Proponent further acknowledges that it has read and agreed to the Legal Terms & Conditions attached as Appendix 1 hereto and has separately executed such Appendix 1. .

IN WITNESS WHEREOF the Proponent has executed this Proposal Form:

\_\_\_\_\_  
Signature of Authorized Signatory for the Proponent

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature of Authorized Signatory for the Proponent

\_\_\_\_\_  
Date

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

APPENDIX 1 TO PROPOSAL FORM

LEGAL TERMS AND CONDITIONS

1 APPLICATION OF THESE LEGAL TERMS AND CONDITIONS

These legal terms and conditions set out the City's and the Proponent's legal rights and obligations only with respect to the RFP proposal process and any evaluation, selection, negotiation or other related process. In no event will the legal terms and conditions of this Appendix 1 apply to, or have the effect of supplementing, any Contract formed between the City and the Proponent or otherwise apply as between the Proponent and the City following the signing of any such Contract.

2 DEFINITIONS

In this Appendix 1, the following terms have the following meanings:

- (a) "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter.
- (b) "Contract" means a legal agreement, if any, entered into between the City and the Proponent as a result of the RFP.
- (c) "Losses" means, in respect of any matter, all direct or indirect, as well as consequential: claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).
- (d) "Proponent" means the legal entity which has signed the Proposal Form, and "proponent" means any proponent responding to the RFP, excluding or including the Proponent, as the context requires.
- (e) "Proposal" means the package of documents consisting of the Proposal Form (including this Appendix 1), the Proponent's proposal submitted under cover of the Proposal Form, and all schedules, appendices and accompanying documents, and "proposal" means any proposal submitted by any proponent, excluding or including the Proponent, as the context requires.
- (f) "Proposal Form" means that certain Part C of the RFP, completed and executed by the Proponent, to which this Appendix 1 is appended.
- (g) "RFP" means the document issued by the City as Request for Proposal No. PS20110826, as amended from time to time and including all addenda.

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PART C - FORM OF PROPOSAL LETTER

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3 NO LEGAL OBLIGATION ASSUMED BY THE CITY

Despite any other term of the RFP or the Proposal Form, including this Appendix 1 (except only Sections 7, 8.2 and 11 of this Appendix 1, in each case to the extent applicable), the City assumes no legal duty or obligation to the Proponent or to any proposed subcontractor in respect of the RFP, its subject matter or the Proposal unless and until the City enters into a Contract, which the City may decline to do in the City's sole discretion.

4 NO DUTY OF CARE OR FAIRNESS TO THE PROPONENT

The City is a public body required by law to act in the public interest. In no event, however, does the City owe *to the Proponent or to any of the Proponent's proposed subcontractors* (as opposed to the public) any contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFP process, or any contract or tort law duty to preserve the integrity of the RFP process. The Proponent hereby waives and releases the City from any and all such duties and expressly assumes the risk of all Losses arising from participating in the RFP process on this basis.

5 EVALUATION OF PROPOSALS

5.1 Compliance / Non-Compliance

Any proposal which contains an error, omission or misstatement, which contains qualifying conditions, which does not fully address all of the requirements or expectations of the RFP, or which otherwise fails to conform to the RFP may or may not be rejected by the City at the City's sole discretion.

5.2 Reservation of Complete Control over Process

The City reserves the right to retain complete control over the RFP and proposal processes at all times. Accordingly, the City is not legally obligated to review, consider or evaluate the proposals, or any particular proposal, and need not necessarily review, consider or evaluate the proposals, or any particular proposal, in accordance with the procedures set out in the RFP, and the City reserves the right to continue, interrupt, cease or modify its review, evaluation and negotiation processes in respect of any or all proposals at any time without further explanation or notification to any proponents.

5.3 Discussions/Negotiations

The City may, at any time prior to signing a Contract, discuss or negotiate changes to the scope of the RFP, any proposal or any proposed agreement with any one or more of the proponents without having any duty or obligation to advise the Proponent or to allow the Proponent to vary its Proposal as a result of such discussions or negotiations with other proponents or changes to the RFP or such proposals or proposed agreements, and, without limiting the general scope of Section 6 of this Appendix 1, the City will have no liability to the Proponent as a result of such discussions, negotiations or changes.

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5.4 Acceptance or Rejection of Proposals

The City has in its sole discretion, the unfettered right to: accept any proposal; reject any proposal; reject all proposals; accept a proposal which is not the lowest-price proposal; accept a proposal that deviates from the requirements of the RFP or the conditions specified in the RFP; reject a proposal even if it is the only proposal received by the City; accept all or any part of a proposal; enter into agreements respecting the subject matter of the RFP with one or more proponents; or enter into one or more agreements respecting the subject matter of the RFP with any other person at any time.

6 PROTECTION OF CITY AGAINST LAWSUITS

6.1 Release by the Proponent

Except only and to the extent that the City is in breach of Section 8.2 of this Appendix 1, the Proponent now releases the City, its officials, its agents and its employees from all liability for any Losses incurred in connection with the RFP or the Proposal, including any Losses in connection with:

- (a) any alleged (or judicially determined) breach by the City or its officials, agents or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially))
- (b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFP process,
- (c) the Proponent preparing and submitting the Proposal;
- (d) the City accepting or rejecting the Proposal or any other submission; or
- (e) the manner in which the City: reviews, considers, evaluates or negotiates any proposal; addresses or fails to address any proposal or proposals; resolves to enter into a Contract or not enter into a Contract or any similar agreement; or the identity of the proponent(s) or other persons, if any, with whom the City enters any agreement respecting the subject matter of the RFP.

6.2 Indemnity by the Proponent

Except only and to the extent that the City breaches Section 8.2 of this Appendix 1, the Proponent indemnifies and will protect, save and hold harmless the City, its officials, its agents and its employees from and against all Losses, in respect of any claim or threatened claim by the Proponent or any of its proposed subcontractors or agents alleging or pleading:

- (n) any alleged (or judicially determined) breach by the City or its officials or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));
- (o) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFP process, or
- (p) liability on any other basis related to the RFP or the proposal process.

### 6.3 Limitation of City Liability

In the event that, with respect to anything relating to the RFP or this proposal process (except only and to the extent that the City breaches Section 8.2 of this Appendix 1), the City or its officials, agents or employees are found to have breached (including fundamentally breached) any duty or obligation of any kind to the Proponent or its subcontractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Proponent or its subcontractors or agents on any basis or legal principle of any kind, the City's liability is limited to a maximum of \$100, despite any other term or agreement to the contrary.

## 7 DISPUTE RESOLUTION

Any dispute relating in any manner to the RFP or the proposal process (except to the extent that the City breaches this Section 7 or Section 8.2 of this Appendix 1, and also excepting any disputes arising between the City and any proponent with whom the City has entered a Contract (or a similar contract between the City and a proponent other than the Proponent)) will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia), amended as follows:

- (a) The arbitrator will be selected by the City's Director of Legal Services;
- (b) Section 6 of this Appendix 1 will:
  - i. bind the City, the Proponent and the arbitrator; and
  - ii. survive any and all awards made by the arbitrator; and
- (c) The Proponent will bear all costs of the arbitration.

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8 PROTECTION AND OWNERSHIP OF INFORMATION

8.1 RFP and Proposal Documents City's Property

- (a) All RFP-related documents provided to the Proponent by the City remain the property of the City and must be returned to the City, or destroyed, upon request by the City.
- (b) The documentation containing the Proposal, once submitted to the City, becomes the property of the City, and the City is under no obligation to return the Proposal to the Proponent.

8.2 Proponent's Submission Confidential

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

8.3 All City Information Confidential

- (a) The Proponent will not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the City which have been or are in the future provided or communicated to the Proponent at any time (whether before, during or after the RFP process). Furthermore, the Proponent agrees that it has not and must not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.
- (b) The Proponent now irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the City in evaluating its Proposal (and any other submissions) and now agrees that under no circumstances will it make any application to the City or any court for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions) including, without limitation, records relating only to the Proponent.

9 NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING

9.1 Declaration as to no Conflict of Interest in RFP Process

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

- (a) an elected official or employee of the City; or
- (b) related to or has any business or family relationship with any elected official or employee of the City, such that there would be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of the Proposal by the City,

in each case, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal.

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**9.2 Declaration as to No Conflict of Interest Respecting Proposed Supply**

The Proponent confirms and warrants that neither the Proponent nor any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) pipe or fittings to the Canadian federal government, the British Columbia provincial government, the Greater Vancouver Regional District (also known as Metro Vancouver), or any member local government of Metro Vancouver, in each case such that entering into the Form of Agreement in Part D of the RFP would create a conflict of interest or the appearance of a conflict of interest between the Proponent's duties to the City and the Proponent's or its subcontractors' duties to the foregoing organizations, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal.

**9.3 Declaration as to No Collusion**

The Proponent confirms and warrants that:

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

in each case, except as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Proposal.

**9.4 Declaration as to Lobbyist Status**

The Proponent confirms and warrants that neither it nor any officer, director, shareholder, partner, or employee of the Proponent or any of its proposed subcontractors is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America, except as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Proposal.

**10 NO PROMOTION OF RELATIONSHIP**

The Proponent must not disclose or promote any relationship between it and the City, including by means of any verbal declarations or announcements and by means of any sales, marketing or other literature, letters, client lists, press releases, brochures, web sites or other written materials (whether in print, digital, electronic or other format) without the express prior written consent of the City. The Proponent undertakes not to use the name, official emblem, mark, or logo of the City, including without limitation, "City of Vancouver", "Vancouver Police Board", "Vancouver Public Library", "Vancouver Park Board", "Vancouver Board of Parks and Recreation", or any other reference to any of the foregoing, without the express prior written consent of the City.

**11 GENERAL**

- (a) All of the terms of this Appendix 1 to this Proposal Form which by their nature require performance or fulfillment following the conclusion of the proposal process will survive the conclusion of such process and will remain legally enforceable by and against the Proponent and the City.
- (b) The legal invalidity or unenforceability of any provision of this Appendix 1 will not affect the validity or enforceability of any other provision of this Appendix 1, which will remain in full force and effect.



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- (c) The Proponent now assumes and agrees to bear all costs and expenses incurred by the Proponent in preparing its Proposal and participating in the RFP process.
  
- (d) The Proponent consents to the City contacting any references named by the Proponent in the Proposal.

AS EVIDENCE OF THE PROPONENT'S INTENT TO BE LEGALLY BOUND BY THIS APPENDIX 1, THE PROPONENT HAS EXECUTED AND DELIVERED THIS APPENDIX 1 AS AN INTEGRAL PART OF ITS PROPOSAL FORM IN THE MANNER AND SPACE SET OUT BELOW:

\_\_\_\_\_  
Signature of Authorized Signatory for the Proponent

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature of Authorized Signatory for the Proponent

\_\_\_\_\_  
Date

\_\_\_\_\_

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[NOTE: THIS FORM OF SUPPLY AGREEMENT IS EXPECTED TO BE MODIFIED AND AGREED AS A RESULT OF NEGOTIATION BETWEEN THE CITY AND THE SUCCESSFUL PROPONENT, IF ANY. AMONG OTHER THINGS (BUT WITHOUT LIMITATION), THE FORM WILL BE SUPPLEMENTED TO ADDRESS, AS APPLICABLE, AGREED SOLUTIONS FOR: (I) DISASTER RESPONSE SUPPORT; (II) DISPOSAL OF OBSOLETE OR SURPLUS PRODUCTS; (III) ELECTRONIC PROCUREMENT, INVOICING AND PAYMENT SYSTEMS; (IV) RECALL NOTICES; (V) REPORTING; (VI) RETURNS AND RESTOCKING; (VII) TRANSITION/IMPLEMENTATION PROCEDURES; AND (VIII) VALUE-ADDED SERVICES.]

SUPPLY AGREEMENT

BETWEEN

**[SUPPLIER NAME]**

AND

THE CITY OF VANCOUVER

RELATING TO SUPPLY AND DELIVERY OF PIPE AND FITTINGS

DATED

**[•]**

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SUPPLY AGREEMENT

THIS AGREEMENT is made as of [●]

BETWEEN:

**[Supplier Name]**, a **[corporation]** organized under the laws of [●] and having an office at [●] (hereinafter referred to as the “Supplier”)

AND

The City of Vancouver, a municipal corporation continued under the *Vancouver Charter* (British Columbia) and having an office at 453 West 12th Avenue, Vancouver, British Columbia, V5Y 1V4 (hereinafter referred to as the “City”)

WHEREAS the Supplier is in the business of [●];

AND WHEREAS the City wishes to purchase [●], 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.

ARTICLE 1  
INTERPRETATION

1.01 Definitions

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

“Agreement” means this agreement, including the schedules hereto, and all amendments made hereto or thereto by written agreement between the Parties;

“Business Day” means a day that is not a Saturday, a Sunday or a public holiday in Vancouver, British Columbia;

“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,

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regulatory, expropriation or taxing authority under the authority of any of the foregoing;

“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 Party or its Representatives in connection with this Agreement, concerning:

- (a) this Agreement; or
- (b) 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:

- (c) 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);
- (d) any information that was available to the receiving Party on a non-confidential basis prior to disclosure by the disclosing Party;
- (e) 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;
- (f) 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;
- (g) any information that the Parties agree in writing is not confidential or may be disclosed; and
- (h) 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;

“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,

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including any condition thereof, that is lawfully and necessarily required from any Competent Authority in connection with the Supply;

“Delivery” means the completion of delivery of the Products ordered in a particular Order, as amended, in accordance with Section 3.04;

“Delivery Date” has the meaning ascribed to such term in Section 3.02(b)(iii)(a);

“Delivery Location” has the meaning ascribed to such term in Section 3.02(b)(iii)(a);

“Effective Date” has the meaning ascribed to such term in Section 2.01;

“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;

“Force Majeure” means, exhaustively, any:

- (a) war, hostilities (whether war is declared or not), invasion, act of foreign enemies;
- (b) rebellion, terrorism (or threat of terrorism), revolution, insurrection, military or usurped power or civil war;
- (c) 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;
- (d) natural catastrophe, such as an earthquake, forest fire, landslide or flood; or
- (e) 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;

“Group” means:

- (f) in respect of the Supplier, the group constituted from time to time by:
  - (i) the Supplier;
  - (ii) all persons that directly or indirectly control or are controlled by the Supplier; and
  - (iii) all persons that are directly or indirectly controlled by any person that directly or indirectly controls the Supplier; and

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- (g) in respect of the City, the group constituted from time to time by:
- (i) the City; and
  - (ii) all bodies corporate directly or indirectly controlled by the City.

“Intellectual Property Rights” means any and all current and future any and all 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;

“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;

“Order” means an order for Products submitted by the City in accordance with Section 3.02;

“Parties” means the City and the Supplier and “Party” means one of them or any of them, as the context requires;

“Permitted Purpose” has the meaning ascribed thereto in Section 7.01;

“Products” means the products set out in Schedule A, and, where the context requires, Products ordered by, or supplied to, the City;

“Proposal” means the Supplier’s proposal dated [●], submitted by the Supplier to the City in response to the RFP;

“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;

“RFP” means the City’s Request for Proposal number PS20110826;

“Sales Tax” has the meaning ascribed to such term in Section 8.01;

“Specifications” means, for each Product, the specifications therefor set forth in Schedule B;

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“Subcontractor” means any person engaged by the Supplier to perform any part of the Supply;

“Supply” means the supply of Products by the Supplier to the City pursuant to Orders;

“Taxes” means all taxes, duties, imposts, levies, assessments, tariffs and other charges imposed, assessed or collected by a Competent Authority, including:

- (a) 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;
- (b) all withholdings on amounts paid to or by the relevant person;
- (c) all statutory remittances, employment insurance premiums and social security or pension plan contributions or premiums and Canada pension plan contributions;
- (d) any fine, penalty, interest or addition to tax;
- (e) 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
- (f) any liability for any of the foregoing as a transferee, successor, guarantor, or by contract or by operation of law.

#### 1.02 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.

#### 1.03 Extended Meanings

In this Agreement:

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- (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.



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1.04 Schedules

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

- Schedule A - PRODUCTS AND PRICES
- Schedule B - PRODUCT SPECIFICATIONS

ARTICLE 2  
EFFECTIVENESS

2.01 Effective Date

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

2.02 Term

Unless earlier terminated pursuant to Article 6, this Agreement shall terminate on the third anniversary of the Effective Date or on such later date as the Parties may agree in writing.

2.03 Subject to termination pursuant to Article 6, but notwithstanding Section 2.02, the term of this Agreement may be extended for up two successive one-year periods following the third anniversary of the Effective Date, upon the written agreement of the Parties.

ARTICLE 3  
SUPPLY; GENERAL TERMS

3.01 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 3.02, 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 3.01(b), Annex 3 of the RFP contains certain estimates of the City's annual Product 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.
- (d) ***[Terms governing account and contract management to be agreed and added.]***

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3.02 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) state that it is an order made under, and subject to the terms of, this Agreement;
  - (iii) specify the type and quantity of Products ordered; and
- (a) 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”), provided that each Delivery Location must be within the City of Vancouver.
- (c) ***[Terms governing allowable time between an Order and Delivery to be agreed and added.]***

3.03 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 Schedule B and 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.

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- (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 Section 9.0 on page A-5 of the RFP.

**3.04 Delivery Requirements**

- (a) The Supplier shall deliver the Products ordered in each Order to the applicable Delivery Location by the applicable Delivery Date, and between 8:00 a.m. and 2:30 p.m. on Business Days only.
- (b) Delivery of the Products specified in an Order shall be deemed to be complete only upon the completion of their unloading at the Delivery Location.
- (c) The Supplier shall not deliver the Products specified in an Order by instalments except with the prior written consent of the City.
- (d) If the Products specified in an Order are not delivered in accordance herewith by the specified Delivery Date, then, without limiting any other right or remedy the City may have under this Agreement or otherwise, the City may:
  - (i) refuse to take any subsequent attempted delivery of such Products associated with such Order;
  - (ii) obtain substitute products from another supplier and recover from the Supplier any costs and expenses reasonably incurred by the City in obtaining such substitute products; or
  - (iii) claim damages against the Supplier for any other costs, expenses or losses resulting from the Supplier's failure to deliver the Products specified in the Order by the Delivery Date,

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

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

3.05 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) In addition to the general inspection right stated in Section 3.05(a) above, the specific testing and inspection rights and requirements stated in Schedule B in respect of particular Products shall apply to those Products. In the event of any conflict between Section 3.05(a) and Schedule B in respect of a particular Product, Schedule B shall apply. For purposes hereof, the fact that two standards or requirements are different shall not constitute a conflict unless compliance with both of them is logically impossible.
- (c) 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 reject those Products and:
  - (i) require the Supplier to remove the rejected Products from any City facility or work site at the Supplier's risk and expense within 10 Business Days of being requested to do so;
  - (ii) require the Supplier to repair or replace the rejected Products at the Supplier's risk and expense within 30 Business Days of being requested to do so;

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- (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.
- (d) In addition to the general rights to reject Products and obtain related remedies pursuant to above Section 3.05(c), the specific rejection and replacement rights stated in Schedule B in respect of particular Products shall apply to those Products. In the event of any conflict between Section 3.05(c) and Schedule B in respect of a particular Product, Schedule B shall apply. For purposes hereof, the fact that two standards or requirements are different shall not constitute a conflict unless compliance with both of them is logically impossible.
- (e) The City's rights and remedies under this Section 3.04(h) and Schedule B are in addition to the rights and remedies available to it under Article 5, Article 6 and applicable Laws.
- (f) The terms of this Agreement shall apply to any repaired or replacement Products supplied by the Supplier pursuant to Section 3.05(c) or Schedule B.
- (g) If the Supplier fails to promptly repair or replace rejected Products in accordance with clause 3.05(c) or Schedule 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.

**3.06 Risk and Title**

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

**3.07 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;

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- (b) Supplier is a [●] duly organized, validly existing and in good standing under the laws of [●] and is lawfully authorized to do business in the Province of British Columbia;
- (c) the Supplier is not a party to or bound by any agreement (written or oral), indenture, instrument, licence, permit or understanding or other obligation or restriction under the terms of which the execution, delivery or performance of this Agreement does or shall constitute or result in a violation or breach;
- (d) the Supplier has a valid City of Vancouver business license;
- (e) all statements made by the Supplier in its Proposal are true and accurate;
- (f) the Supplier is an authorized distributor of the Products; and
- (g) the Supplier and the Supplier's personnel and Subcontractors have the skills, training, experience and expertise which are necessary to supply the Products in accordance with the terms of this Agreement.

3.08 Product Warranties

- (a) All Products provided under the Agreement shall be covered by the Supplier's and the Products' manufacturers' ordinary warranties (in each case, for a minimum of one year) against defects in materials, workmanship and performance.
- (b) All costs associated with warranty repairs shall be the responsibility of the Supplier, including repair, adjustment, and shipping costs, and replacements of Products.
- (c) If requested by the City, the Supplier shall handle and manage all claims on manufacturer warranties for Product defects and resolve all matters either by repairing or replacing Products at the City's sole discretion.
- (d) The Supplier shall deliver to the City all such documentation as the City may reasonably require to evidence that Products are subject to a manufacturer's warranty or additional Supplier warranty, on terms which are acceptable to the City. If any manufacturers' warranties are issued to the Supplier and not the City, the Supplier shall take all such further steps and actions as may be required to assign the benefit of such warranties to the City. At the City's request, the Supplier shall make, coordinate and administer on its behalf any warranty claim against a Product manufacturer.

3.09 No Exclusivity

- (a) The City is not bound to treat the Supplier as its exclusive supplier of any Products.

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- (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**

**4.01 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 Schedule A and Article 8, upon the receipt of an invoice relating to such Order prepared in accordance with Section 4.01(a) and Section 4.02.
- (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.

**4.02 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):

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- (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.

**4.03 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.

**4.04 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**

**5.01 Indemnification by the Supplier**

- (a) The Supplier shall indemnify and keep indemnified and hold the City and its 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 or in connection with:
  - (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;



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- (iii) any other failure by the Supplier to fully comply with the provisions of this Agreement;
  - (iv) 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;
  - (v) any actual or alleged infringement of any Intellectual Property Rights caused by the Supply or the use of the Products, and
  - (vi) any breach of the warranties of the Supplier contained herein.
- (b) Nothing in this Section 5.01 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 the City.

5.02 **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 five million dollars (5,000,000) per occurrence and at least (\$5,000,000) million of annual aggregate coverage endorsing the City as an additional insured on a primary and non-contributory basis. The deductible per occurrence shall not exceed two thousand five hundred dollars (\$2,500).
- (b) Motor Vehicle Liability Insurance - the Contractor shall ensure that vehicles owned and/or operated by the Contractor in connection with the Contract maintain Third Party Legal Liability Insurance in an amount not less than five million dollars (\$5,000,000) per occurrence.
- (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 5.02(a).
- (e) The cost of the insurances arising under this Section 5.02 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 evidence of all required insurance to be taken out in the form of a "Certificate of Insurance" (on the City's form).

ARTICLE 6  
FORCE MAJEURE; TERMINATION

6.01 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 6.01(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 90 days, the City may terminate this Agreement upon notice delivered to the Supplier at any time following the expiration of such period of 90 days.

6.02 Purchaser Termination Rights

The City shall have the following rights:

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

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within 10 days or such longer period as agreed by the Parties, the City may by a further notice to the Supplier of at least 5 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.

#### 6.03 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.

#### 6.04 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 3.07, Article 5, Article 7 and Article 9 shall remain in force.

ARTICLE 7  
RIGHTS AND OBLIGATIONS CONCERNING INFORMATION

7.01 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.

7.02 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.

7.03 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.

7.04 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.

7.05 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.

7.06 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

8.01 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 Products within Canada hereunder, unless it is clearly stated that they are intended to be Sales Tax-inclusive.

8.02 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 8.02(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 8.02(a).
- (d) If the City does not withhold an amount under Section 8.02(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.

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- (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 8.02(a).

ARTICLE 9  
DISPUTE RESOLUTION

9.01 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.

9.02 Arbitration

- (a) In the event that Parties agree to arbitration pursuant to Section 9.01:
- (i) 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
  - (ii) the arbitration shall take place in Vancouver, British Columbia and shall be governed by the laws of British Columbia.

ARTICLE 10  
MISCELLANEOUS

10.01 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 10.01(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.

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10.02 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.

10.03 Time of the Essence

Time is of the essence of this Agreement.

10.04 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.

10.05 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 10.05(a) or Section 5.01, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Supplier.

10.06 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.

10.07 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

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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.

10.08 Notices

- (a) Any invoice, 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 facsimile transmission (with delivery confirmation), addressed to a Party as follows:

If to the Supplier:

[SUPPLIER]

[•]

[•]

[•]

Attention: [•]

Facsimile: [•]; and

If to the City:

City of Vancouver

[Department]

[Address]

Attention: [•]

Facsimile: [•],

or to such other address or facsimile number as may be designated by notice given by either Party to the other.

- (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 facsimile 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



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mailed but must be given by personal delivery, courier or facsimile transmission.

10.09 Governing Law and Jurisdiction

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

10.10 Further Assurances

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

10.11 Severance

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

10.12 Counterparts

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

10.13 Electronic Execution

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

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

***[SUPPLIER NAME]***

Per: \_\_\_\_\_  
***[Name; Title]***

\_\_\_\_\_  
***[Name; Title]***

CITY OF VANCOUVER

Per: \_\_\_\_\_  
***[•]***

\_\_\_\_\_  
***[•]***

\_\_\_\_\_  
***[•]***

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Schedule A

PRODUCTS AND PRICES

*[To describe each of the Products by name and/or product number and set out for each the price.*

*If applicable, include information regarding volume-based or other discounts.]*

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Schedule B

PRODUCT SPECIFICATIONS

*[To describe required product specifications for each Product, including any relevant functional, technical, compositional, operational, performance, quality or similar specifications relating to such Product.]*

*This schedule B is anticipated to state requirements substantially the same as the "Requirements" stated the RFP, including in Annex 1 of the RFP.]*

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 ANNEX 1 - SCHEDULE OF DETAILED REQUIREMENTS

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1.0 COPPER TUBE

- 1.1 SCOPE: This specification is for the manufacture, supply and delivery of copper tube for use with solder, flared and compression type fittings for underground water service pipe for the supply of potable water.
- 1.2 SPECIFICATIONS: Copper tube shall conform to the latest edition of the American Society for Testing and Materials (hereinafter referred to as ASTM) Standard Specifications for Seamless Copper Water Tube, designation B88 with the following additional information and requirements.
- 1.3 TUBE SIZES AND TYPE: Standard sizes shall be supplied in 3/4", 1", 1-1/2" and 2" Type K Soft Seamless Copper Water Tube.
- 1.4 TEMPER: Copper tube supplied in straight lengths shall be annealed.
- 1.5 DIMENSIONS, WEIGHTS AND PERMISSIBLE VARIATIONS: Conformance of the copper water tube supplied will be determined in accordance with the dimensional requirements prescribed in Section 11 of ASTM B88. Any measured value outside the specified limiting values for any dimensions will be cause for rejection.
- 1.6 TESTING: Test procedure shall be in accordance with the latest edition of ASTM Standard B88. The expansion test and dimensional tests described in Sections 9.0 and Section 11 respectively of the such standard shall be carried out on samples of the tube selected with the following frequency:

1.7	Estimated Quantity	1.8	Frequency
1.9	0 to 5,000 ft	1.10	One sample per 100 ft or part thereof
1.11	over 5,000 ft	1.12	One sample from each lot of 2,000 lb or part thereof

Testing shall be conducted by the Canadian Standards Association, or any accredited certified independent testing laboratory and shall be identifiable with the actual batches of supplied tube. The cost of independent testing shall be borne by the contractor.

Please specify the name of the testing laboratory your firm intends to use.

The City will require the contractor to provide a contact person with the manufacturer's quality control program in order that the City may elect to request testing certificates for batches supplied to the City.

- 1.13 LENGTHS: Copper tube supplied in coils shall be 66 ft in length; straight lengths shall be 20 ft.
- 1.14 HOW FURNISHED: 3/4" and 1" copper tube shall be supplied in coils of 66 ft. 1-1/2" copper tube shall be supplied in coils of 66 ft or in straight lengths of 20 ft, as requested. 2" type shall be supplied in straight lengths of 20 ft.
- 1.15 PACKING: All material shall be packed in such a manner as to prevent damage in ordinary handling and transportation. Tubing that has been deformed due to stacking during shipment will not be accepted.

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Deformed or damaged tubing exceeding 10% of the order release quantity may lead to rejection of the entire delivery.

2.0 PVC PIPE & FITTINGS

2.1 SCOPE: All Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings shall be type PSM in conformance with the most recent revision of Canadian Standards Association (CSA) B182.1 and B182.2, unless otherwise indicated herein.

2.2 DIMENSIONS: Dimensions for all SDR-28 and SDR-35 Sewer Pipe and Fittings shall be in accordance with CSA B182.2 as indicated in the following table:

<u>Nominal Size</u>	<u>SDR No.</u>	<u>Outside Dia. (Minimum)</u>	<u>Outside Dia. (Maximum)</u>	<u>Min. Wall Thickness</u>
4"	28	106.85 mm 4.207"	107.25 mm 4.222"	3.81 mm 0.150"
6"	28	159.10 mm 6.264"	159.65 mm 6.285"	5.69 mm 0.224"
8"	35"	213.05 mm 8.388"	213.65 mm 8.411"	6.10 mm 0.240"
10"	35	266.30 mm 10.484"	267.10 mm 10.516"	7.62 mm 0.300"
12"	35	317.05 mm 12.482"	317.95 mm 12.518"	9.07 mm 0.357"
15"	35	388.05 mm 15.278"	389.20 mm 15.323"	11.10 mm 0.437"

Laying lengths of pipe segments shall be as indicated in Annex 3.

2.3 JOINTS: All pipe and fittings shall be push-on bell and spigot joints with elastomeric gaskets, all in conformance with the latest revision of ASTM D3034 and ASTM D3212. Bells shall be integral with the pipe or fitting with the gasket factory-assembled and securely locked in place to prevent displacement during shipping or assembly. Prices shall include the supply of gaskets and any lubricant required for joint assembly. Proponents shall submit with their Proposals complete joint design diagrams and dimensional details for all pipe and fittings to be supplied under the contract. All spigots on pipe and fittings having spigot ends shall be bevelled or tapered to the satisfaction of the City Engineer to permit ease of installation. Furthermore, also to permit ease of installation, the bell and spigot of each sewer pipe and fitting must be 100% compatible with each other.

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- 2.4 CERTIFICATIONS: e City Engineer requires that the manufacturer's certifications, as per Section 11 of ASTM D3034, accompany each manufacturing run when shipped, provided that the City Engineer and the contractor have reached mutual prior agreement on the acceptable nature of this certification.
- 2.5 TESTING: Testing may be carried out in lieu of acceptance of the certification, and in addition to certification if so required by the City Engineer.

The contractor will assume the costs of testing and materials for up to 1% of the total quantity supplied. The following mandatory tests required shall be in accordance with the latest revision of the following CSA and ASTM standards, and will be performed by a mutually acceptable independent laboratory:

- |     |                                       |                       |
|-----|---------------------------------------|-----------------------|
| (a) | Pipe Stiffness                        | ASTM D2412            |
| (b) | Joint Test                            | ASTM D3212            |
| (c) | Compression Testing (Flattening)      | CSA B182.2/ASTM D3034 |
| (d) | Impact Resistance                     | CSA B182.2            |
| (e) | Extrusion Quality (Solvent Immersion) | ASTM D2152            |

Any other type of testing required shall be at the discretion of the City Engineer, and shall be in accordance with CSA B182.2 and ASTM D3034.

Upon delivery of the pipe and fittings, the City Engineer may require that a randomly selected pipe and fitting joint is assembled to determine the bell and spigot compatibility. The assembly of the joint should not be time consuming and should be relatively easy. The joint assembly should not require excessive force or bell and spigot modifications in order to fit properly.

Samples will be chosen on the basis of one per lot, where a lot may be distinguished by different production runs or different pallet loads, or some other such natural division which, in the opinion of the City Engineer, allowed practicable separation of any shipment into lots containing approximately 1,000 lineal feet of pipe.

In the event that a pipe sample representing a lot fails to meet these specifications, two more samples shall be chosen from the same lot and retested. If one or both of these samples also fails to meet specifications, that lot shall be rejected

### 3.0 WATERWORKS SERVICE SADDLES

- 3.1 SCOPE: The service saddle shall be designed to provide a drip-tight connection when used as a service connection to the watermain. The body of the service saddle shall be made to conform to the outside configuration of the watermain. The materials used to produce the service saddle body shall be ductile iron and shall conform to the latest edition of the American Society for Testing and Materials (ASTM) Standard Specifications for Ductile Iron Castings, designation A536, grade 65-45-12 with the following additional information and requirements:
- 3.2 SIZE AND TYPE: Service saddles shall be supplied in 1 ½" and 2" service sizes to be used for ductile or cast iron pipe size 4", 6", 8" and 12" in diameter. All saddles shall use double U-bolt straps.

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- 3.3 GASKETS: Gaskets shall be made of nitrile type (Acrylonitrile Butadiene, NBR) material to resist oil, natural gas, acids, alkalines, hydrocarbon fluids and water. Rubber (SBR) gaskets will not be accepted.
- 3.4 NUTS, WASHERS & U-BOLT STRAPS: Nuts, washers and U-bolt straps shall be made of high tensile strength, low alloy steel (Corten) conforming to Section 11-7.5, American Water Works Association (AWWA) C-111-85 composition specifications.
- 3.5 TYPE OF THREAD AT OUTLET: Internal threads at the outlet shall be C.C. or I.P. threads.

4.0 MECHANICAL COUPLINGS FOR DWV/SEWER:

- 4.1 SPECIFICATIONS: Detailed specifications are set out below. Proponents shall clearly indicate any deviations from the specifications set out herein.

The specifications are minimum requirements for materials, chemical properties, physical properties, testing procedures, finishes and markings.

4.2 DEFINITIONS:

- (a) "Coupling" shall mean the complete assembly, and shall include the gasket, clamps, bushings, shear rings, and any other part required to make a joint meeting specifications;
- (b) "Gasket" shall mean the sleeve used to join two pipes;
- (c) "Clamp" shall mean the complete assembly used to secure the gasket to the pipe being joined;
- (d) "Bushing" shall mean a cylinder of material used to make up any difference between the inside diameter of the gasket and the outside diameter of the pipe being joined; and
- (e) "Shear ring" shall mean an assembly used to increase the shear resistance of the coupling.

All references to standards such as CSA or ASTM in the specification shall mean the latest revision.

4.3 GENERAL REQUIREMENTS:

- (a) The coupling shall make a joint between sections of pipe with outside diameters in the range as specified in Section 4.6 - Pipe Size Tolerances, which shall not fail or leak when tested in accordance with Section 4.4 - Detailed Requirements.
- (b) Gaskets and bushings shall be one piece and shall be manufactured from an elastomeric material which meets the chemical and physical requirements of Section 4 .0 - Detailed Requirements.
- (c) Clamps and tightening mechanisms shall be 300 series stainless steel conforming to ASTM A167 (latest revision). Only full circle clamps and tightening mechanisms are permissible, and shall be held in place with spotwelds. The length of the serrated portion of the clamp shall be limited to one quarter of the circumference of the coupling, measured from the upstream side of the tightening screw. Partial clamps attached to the shearband by spot welding are not acceptable. Clamps and tightening



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mechanisms shall withstand 1.5 times the torque required to maintain an effective seal when tested (min. 3 samples) in accordance with Section 4.4 - Detailed Requirements, without defect or distortion. They shall withstand a minimum torque of 6.8 N.m. (60 inch pounds).

- (d) The coupling shall be free from porosity and air pockets, and its surface shall be smooth and free pitting, cracks, blisters, air marks or any other imperfections which could affect its performance in service.
- (e) Gaskets shall not have centre stops.
- (f) No part of the couplings shall protrude into the waterway at a joint.

4.4 DETAILED REQUIREMENTS:

- (a) General: All couplings shall meet or exceed the requirements of the latest issue of CSA Standard B 602 - Mechanical Couplings for Drain, Waste and Vent Pipe and Sewer Pipe. In addition to compliance with CSA B 602, all couplings shall meet the shear resistance test specified below.
- (b) Shear Resistance: The joint made by a coupling shall have sufficient resistance to shear to meet this test: The two lengths of pipe shall be joined using a coupling in accordance with the manufacturer's specifications. The two joined lengths of pipe shall be supported on blocks at three locations. One length shall be supported on two blocks, one near the uncoupled end and the other immediately adjacent to the coupling. This length shall then be firmly restrained in position. The other coupled length shall be supported by a single block located at least 1.0 m from the coupling. A load of 2.7 kg/mm of nominal pipe diameter shall be uniformly applied over an arch of 120° and along a longitudinal length of 300 mm at the end, immediately adjacent to the coupling of the pipe having only one support. Under this loading, the joint shall show no visible leakage or deflection of more than 0.04 mm/mm diameter from true alignment when an internal hydrostatic pressure of 30KPa (3.05 m head of water) is applied for a period of one (1) hour after the application of the shear load with the temperature of water, pipe and atmosphere within the range 16°C to 24°C.
- (c) Coupling Length:
  - I. 100mm and 150mm diameter couplings shall be not less than 100mm long;
  - II. 200mm and 250mm diameter couplings shall be not less than 120mm long; and
  - III. 300mm and 375mm diameter couplings shall be not less than 140mm long.
- (d) Bushings: Bushing supplied loose with a coupling are not acceptable. Bushings shall be permanently fixed in position, in such a way that separation will not take place under any circumstances.

Only one bushing will be allowed on end of the coupling. Opposite end shall be sized to fit the pipe dimension shown in Section 4.6 - Pipe Size Tolerances.. The reduction in size of the inside diameter shall extend to the centre of the coupling. The acceptable method of reduction of the inside diameter on one half of the coupling is to monolithically cast a ring of the same material with the gasket.
- (e) Shear Rings: Couplings supplied without shear rings are not acceptable. The ends of the shear rings shall have a minimum overlap of 50mm. Where the two (2) clamp

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assemblies are used on each end of the coupling to secure the coupling to the pipe, the width of the shear ring shall be extended under the inner tightening band. Each tightening band shall be attached to the shearband and the coupling assembly in such a way that it cannot wholly or partly slide off the shearband.

4.5 **MARKING:** Each coupling shall be clearly marked with manufacturer's name or trade mark, product or catalogue number, place of manufacture, any applicable patents, the nominal pipe diameter, its application and the corresponding item number in this request for quotation.

4.6 **PIPE SIZE TOLERANCES:**

<u>Nominal Diameter</u>	<u>PIPE O.D. SIZE RANGE</u>		
	<u>Vit Clay 1</u>	<u>Vit Clay 2</u>	<u>Cast Iron/Plastic</u>
	<u>mm</u> <u>inch</u>	<u>mm</u> <u>inch</u>	<u>mm</u> <u>inch</u>
100mm 4"	127 - 137	137 - 147	107 - 114
	5.0" - 5.39"	5.39" - 5.79"	4.21" - 4.49"
150mm 6"	183 - 196	196 - 203	159 - 168
	7.20" - 7.72"	7.72" - 7.99"	6.26" - 6.61"
200mm 8"	239 - 258	254 - 264	206 - 222
	9.41" - 10.16"	10.0" - 10.39"	8.11" - 8.74"
250mm 10"	293 - 320	-----	260 - 272
	11.53" - 12.60"	-----	10.24" - 10.71"
300mm 12"	359 - 371	-----	310 - 325
	14.13" - 14.60"	-----	12.20" - 12.80"
375mm 15"	418 - 462	479 - 490	380 - 396
	16.46" - 18.19"	18.50" - 19.29"	14.96" - 15.59"

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- 4.7 **TEST RESULTS:** In their Proposals, Proponents should submit test results which verify that the offered products comply with the City's specifications. The test results shall be certified by a professional engineer. Where submitted test results are not certified, and where the City requests further verification, the City reserves the option to request the Proponent to supply the test results which a professional engineer has certified as complying with City specifications. The City may reject a Proposal if the Proponent fails to supply such results.

The Proponent shall bear all costs incurred to provide the City with the test results.

- 4.8 **ONGOING TESTING FOR QUALITY CONTROL:** During the term of the contract, the City shall, at its option, test products taken from routine deliveries to the City, for compliance with City specifications. The City shall bear the cost of initial testing. In the event of a failure, the City shall charge the contractor all costs for retesting to ensure compliance with City specifications.

Notwithstanding the above, the contractor shall notify the City immediately of any change in the product or its manufacture which would in any way change its performance as described by the results submitted in accordance with Section 4.7 - Test Results.

- 4.9 **ASSEMBLY:** Before delivery to the City, all components for each coupling shall be assembled in such a way that no parts can be dislodged during handling or installation.
- 4.10 **PACKAGING:** Each carton of couplings shall be clearly marked with the corresponding item numbers as listed in the Annex 3. The quantities contained within boxes shall also be identified

5.0 **WATERWORKS BRASS & SCREWED BRASS FITTINGS:**

- 5.1 **SPECIFICATIONS:** Provide all Products to be supplied under the Contract in accordance with the specifications set out below, and all other Requirements, including all referenced standards.

Specifications described herein apply to nominal size service connection valves and fittings, including corporation main stops, curb stops, couplings and adaptors to be used with approved water service lines.

- 5.2 **STANDARDS:** All waterworks brass and screwed brass fittings supplied under the Contract must be in accordance with the following standards and regulations:

- (a) ANSI/AWWA/C800 for Underground Service Line, Valves and Fittings (latest revision).
- (b) ANSI/NSF 61/Drinking Water System Components, Health Effects (latest revision).

- 5.3 **STANDARD OF MANUFACTURE AND TESTING:** All Proposals must include compliance certifications certifying:

- (a) That each fitting conforms to ANSI/AWWA/C800 for Underground Service Line Valves and Fittings (latest revision). Proponents shall provide certification of compliance with AWWA C800 and shall also provide certification that all valves and fittings have been tested to standing pressure of 300 psi. The City may ask for a third party test verifying the performance requirements as detailed.
- (b) That each fitting be certified as suitable for contact with drinking water by an accredited certifying organization in accordance with ANSI/NSF 61, Drinking Water System Components, Health Effects.

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- 5.4 PRESSURE RATING AND CLASS: The working pressure for all fittings shall be 150 psi high pressure in accordance with AWWA C800 (latest revision).
- 5.5 CORPORATION MAIN STOPS AND CURB STOPS: All main stops shall be of a design that makes them adaptable for use with a Mueller tapping machine and shall be of the following characteristics:
- (a) acceptable sizes -  $\frac{3}{4}$ ", 1", 1  $\frac{1}{2}$ ", and 2" in nominal sizes;
  - (b) pressure rating - can hold 300 psi standing pressure for ball-type valves;
  - (c) operating strength - maximum operating torque for ball valves - 25ft. lbs, operating stem/ball connection strength - 40 ft. lbs. Torque restraint without signs of damage or stem deformation;
  - (d) body design - full port ball valve;
  - (e) stem design must be designed to maintain pressure within the valve so that it does leak while the top cap is removed through maintenance or valve damage;
  - (f) rotation of curb stops shall be 90 degrees.
- 5.6 FITTINGS AND END CONNECTIONS/COUPLINGS:
- (A) All line couplings shall be supplied without an internal stop;
  - (B) All main stop threads shall be AWWA threads;
  - (C) All compression end nuts shall bottom out to the fitting body as an indication of correct tightness;
  - (D) All stainless steel inserts (where required) shall bear the manufacturer's name by metal stamp.
- 5.7 COUPLINGS: compression joint couplings for copper tube both ends (items 10 - 13 of Annex 3) shall be supplied without an internal stop.
- 5.8 PIPE THREADS: Pipe threads shall be in accordance with the AWWA Standard for Threads for Underground Service Line Fittings C800-84 (latest revision), which will form part of this specification. All threads shall be right-hand unless otherwise stated.
- 5.9 DRAIN OR WASTE PLUGS: Main stops and curb stops shall be without drain or waste plugs.
- 6.0 DUCTILE IRON DEMENT MORTAR LINED WATERWORKS FITTINGS:
- 6.1 MATERIAL SPECIFICATIONS - GENERAL: Unless otherwise stated herein, all fittings and accessories shall conform to the latest revision of the following American Water Works Association (AWWA) Standards:
- (a) C104 CEMENT MORTAR LINING FOR DUCTILE IRON PIPE AND FITTING FOR WATER.
  - (b) C110 DUCTILE IRON AND GREY IRON FITTINGS, 3 IN. THROUGH 48 IN., FOR WATER AND OTHER LIQUIDS.
  - (c) C111/A21.11 RUBBER GASKET JOINTS FOR DUCTILE IRON PRESSURE PIPE AND FITTINGS

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All fittings shall be cast from ductile iron. All mechanical joint glands shall be cast from ductile iron.

6.2 PRESSURE RATING: Fittings shall be designed for working water pressure of 200 psi (1380 kPa).

6.3 SIZE OF FITTINGS:

- (a) Unless otherwise specified herein or in Annex 3, all fittings shall conform to the dimensions and tolerances set out in AWWA Standard C110.
- (b) Unless otherwise specified herein or in the Annex 3, all mechanical joint sleeves shall be supplied in the long dimension "L2" shown in Table 10 of AWWA Standard C110.
- (c) When fittings for use with British Standard (B'Std.) pipe are specified, the bell dimensions shall be increased to fit the dimensions shown below. All other dimensions and tolerances shall comply with AWWA C110. Gaskets shall be supplied suitable for use with either B'std. or AWWA pipe.

6.4 BRITISH STANDARD CAST-IRON PIPE DIMENSIONS:

Nominal Size	Dimensions & Tolerances
4 inch	5.00 inches + 0.07 - 0.03
6 inch	7.19 inches + 0.07 - 0.03
8 inch	9.34 inches + 0.07 - 0.03
12 inch	13.30 inches + 0.07 - 0.03

6.5 GASKETS: Gaskets shall be manufactured from Nitrile type (Acrylonitrile Butadiene, NBR) material, in conformance with AWWA Standard C111/A21.11.

Physical tests, performed in accordance with appropriate ASTM specifications, shall be made on each composite of the gasket material for the following:

- (a) Tensile Strength
- (b) Elongation
- (c) Durometer (on finished gasket)
- (d) Compression Set
- (e) Accelerated Aging
- (f) Water Absorption

The above tests may be required by the City Engineer on one gasket chosen from every batch of a thousand gaskets or part thereof, or from labs of gasket material representing the same number of gaskets, (for example, two test results would be required for 1200 gaskets).

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At the request of the City Engineer, the manufacturer shall submit test results for the physical tests (a) to (f) inclusive.

- 6.6 LINING THICKNESS: The cement lining shall be of standard thickness specified in Section 4-7.1 of AWWA Standard C104. The maximum cement lining thickness shall not exceed the specified minimum thickness by more than 150 percent.
- 6.7 INSPECTION: The City reserves the right to inspect, or to appoint an inspection company to inspect, all material manufactured to fulfill the City's contract. The manufacturer will cooperate to the fullest extent by allowing the inspector full access to the plant, and by supplying all necessary information when requested. The inspection company appointed by the City to conduct inspections at the place of manufacture will be paid by the City except if re-inspection is required as outlined in the special conditions of the tender form. The City will not be liable for any other costs occasioned by such inspection for the manufacturer.

The current finished fittings inspection process occurs at the contractor's storage yard. An effort is made to inspect all fittings destined for the City within two or three working days of arrival in the contractor's storage yard. This arrangement is also beneficial for inspection of Vancouver destined fittings acquired by a private contractor by separate purchase arrangements (if through the same manufacturer). Fittings are marked as approved or rejected.

The contractor shall notify a designated representative of the City Materials Material Engineer at least 48 hours prior to an anticipated fittings delivery to the contractor's storage yard. The contractor is not obligated to delay, or withhold delivery of any fittings that have not been inspected once notification has been provided to the Materials Engineer. Fittings inspection is not intended to supersede the City's operational requirements, nor shall it create extra work for the contractor beyond that already stated herein.

In the event the City is unable to attend the storage facility, fittings may be inspected at the City's job or storage sites rather than interfere with the contractor's operations or storage space. However, it is desired that any fittings marked "C. of V. Inspected" be given delivery preference over non-inspected fittings, where possible.

Rejected fittings shall not be shipped to the City or the City contractor's job site or storage facilities. City staff will conduct a further inspection at the job site to ensure only approved, with the above exception, and undamaged fittings are received. In the case of a private contractor, City inspector's review deliveries to ensure fittings have been approved.

Any fittings rejected as not meeting these specifications shall be replaced within thirty (30) days at no cost to the City, or, at the City's option, a refund of the purchase price shall be made to the City. In the event, damaged or non-approved fittings are delivered or discovered at the City job or storage site, the unacceptable fittings shall be removed within ten (10) days by the contractor at no cost to the City.

Following completion of tests by the City, or its testing lab, for the physical characteristics of the fittings or fittings cement lining, should any fitting be rejected due to its failure to meet the criteria of AWWA Standards C104, C110 or C111, or latest edition thereof, all other fittings of the same size and casting period shall be rejected, unless individual fittings (e.g. fitting number) or fittings of different lots are identified in a manner satisfactory to the city Waterworks Engineer to permit, at the City's sole discretion, a lesser amount of fittings to be rejected.

No fitting will be accepted which does not meet the requirements of these specifications or which have been broken, cracked or otherwise damaged in transit to the place of delivery.

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The inspection and approval by the City Engineer at the place of delivery shall not relieve the manufacturer of responsibility in case of later discovery of other flaws or defects, or other non-conformance to these specifications.

- 6.8 **MANUFACTURER'S DATA:** If not previously submitted, or unless otherwise requested, the Proponent shall submit two sets of detailed specifications, dimensional drawings and tolerances for all fittings, types of joints, joint accessories, Nitrile gaskets, bolts, etc., with the tender.
- 6.9 **TESTING AND TEST RESULTS:** In addition to the specified tests in AWWA Standard C110, the City may examine the ductile iron microstructure of fittings at the manufacturer's plant or after delivery of fittings to the City. Samples for microstructure examination may be obtained from either the remaining portion of the keel blocks (in plant inspection) or from locations on the completed fittings. The microstructure examination shall reveal suitable microstructure consisting of a ferritic-peralitic matrix with Type I or Type II graphite nodules per American Society of Testing Materials (ASTM) A247 06, METHOD FOR EVALUATING THE MICROSTRUCTURE OF GRAPHITE IN IRON CASTINGS, and ASTM A395 04, Figure 1, FERRITIC DUCTILE IRON PRESSURE-RETAINING CASTINGS FOR USE AT ELEVATED TEMPERATURES. If the sample does not meet the above microstructure requirement, two retests shall be obtained from the originally sampled block or fitting. If both retests are found acceptable, the representative lot shall be accepted; if either retest is rejected, the representative lot shall be rejected.

At the request of the City Engineer, the manufacturer shall forward written transcripts of all tests, as required by AWWA C104, C110 and C111, including tensile, impact and gasket tests, pertaining to the manufacture of fittings against the contract. A copy shall also be forwarded weekly to the inspection company, if one is appointed.

Fittings in any shipment shall have been passed by the inspection company, if appointed, before shipment is made. Their approval of the pipe shall be certified on the delivery sheet.

All tests shall be identified against individual fitting numbers or batches of fittings. If fittings are not individually numbered, the City Engineer may reject one or more batches of fittings rather than individual fittings.

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 ANNEX 2 - CERTIFICATE OF EXISTING INSURANCE



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

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

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

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

BUSINESS TRADE NAME or DOING BUSINESS AS \_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_

DESCRIPTION OF OPERATION \_\_\_\_\_

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

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

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

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

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

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

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

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

7. **PROFESSIONAL LIABILITY INSURANCE** Limits of Liability

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

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

8. **OTHER INSURANCE**

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

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

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

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



REQUEST FOR PROPOSAL NO. PS20110826  
SUPPLY AND DELIVERY OF PIPE AND FITTINGS  
ANNEX 3 - PRICING FORM

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[PLEASE SEE ATTACHED MICROSOFT EXCEL DOCUMENT.]

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