



## REQUEST FOR PROPOSALS

RFP No. PS20200438

SUPPLY AND DELIVERY OF MUNICIPAL CASTINGS

Issue Date: October 16, 2020

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PART A - INFORMATION AND INSTRUCTIONS

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**SUMMARY**

The purpose of this RFP is to select a Proponent(s) with the capability and experience to efficiently and cost-effectively supply and manufacture quality casting products to the City, as required, and as per the requirements and specifications set out herein. This initiative will identify best and leading practices to increase procurement efficiency for the City's Sewer Operation and Waterworks requirements. This initiative will also maintain and improve quality, sustainability and provide opportunities to improve and consolidate the City's business relationships with qualified supplier(s) capable of supplying all or a large part of the casting requirements. Thus it is paramount the successful Proponent(s) be able to meet the requirements of the City with the highest level of service.

**PART A – INFORMATION AND INSTRUCTIONS**

**1.0 THE RFP**

- 1.1 Except where expressly stated otherwise in Appendix 1 of Part C of the Request for Proposals ("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 City is interested in selecting an entity, which is not, by the terms hereof, barred from submitting a Proposal, and which does submit a Proposal (each such entity, a "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 a contract between the Proponent and the City (such a contract, an "Agreement"). 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.
- 1.3 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 8.0 below, among others.
- 1.4 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 Part C - Form of Proposal.
- 1.5 The execution of an Agreement may be contingent on funding being approved, and the relevant Proposal being approved, by the Vancouver City Council.
- 1.6 The RFP consists of four parts, plus appendices:
  - (a) PART A - INFORMATION AND INSTRUCTIONS: This part is intended to serve as a guide to the RFP process for Proponents.
  - (b) PART B - SCOPE OF WORK: This part describes the subject matter of the RFP, in respect of which the City invites Proposals.
  - (c) PART C - FORM OF PROPOSAL: This is the form in which the Proposal should be submitted.

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- (d) PART D - FORM OF AGREEMENT: This part contains a model Agreement (the "Form of Agreement"). Any Agreement resulting from the RFP is expected to be substantially in the form of the Form of Agreement.

**2.0 KEY DATES**

2.1 Potential Proponents should note the following key dates:

Event	Time and Date
Deadline for Enquiries	3:00 pm on Monday, November 9, 2020
Closing Time	3:00 pm on Tuesday, November 17, 2020

2.2 All references to time in the RFP are references to the time in the City of Vancouver, as indicated in the electronic timestamp the Proposal receives upon delivery to the email address specified herein, which is in turn synchronized to Network Time Protocol (NTP) provided by the National Research Council of Canada adjusted to local Pacific Time Zone.

**3.0 CONTACT PERSON**

3.1 All enquiries regarding the RFP must be addressed to:

Donna Lee, Buyer  
donna.lee@vancouver.ca

3.2 All enquiries must be made in writing and are to be directed only to the above contact person. In-person or telephone enquiries are not permitted. Any communication from potential Proponents to City staff other than the contact person regarding the content of this RFP may lead to disqualification of the Proponent from this RFP process, at the City's sole discretion.

3.3 IF A POTENTIAL PROPONENT BELIEVES THAT THE CITY MAY BE UNABLE TO SELECT IT DUE TO A CONFLICT OF INTEREST, BUT IS UNCERTAIN ABOUT THIS, THE POTENTIAL PROPONENT IS URGED TO CONTACT THE ABOVE-MENTIONED INDIVIDUAL AS SOON AS POSSIBLE WITH THE RELEVANT INFORMATION SO THAT THE CITY MAY ADVISE THE POTENTIAL PROPONENT REGARDING THE MATTER.

**4.0 SUBMISSION OF PROPOSALS**

4.1 Proponents should submit their Proposals 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 should submit its Proposal by email in accordance with the following:

- Subject of the file to be: PS# - Title - Vendor name.
- Document format for submissions:
  - RFP PART C in PDF format - 1 combined PDF file,
  - Appendix 3 (pricing tab) in Excel format, and;
  - Any other attachments in 1 combined PDF file if necessary;
- Zip the files to reduce the size or email separately if needed.

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- Send your submissions to [Bids@vancouver.ca](mailto:Bids@vancouver.ca); do not deliver a physical copy to the City of Vancouver.
  - Submitting the files via Drop box, FTP, or similar programs, is not acceptable.
- 4.3 To be considered by the City, a Proposal must be submitted in the form set out in Part C (the “Form of Proposal”), completed and duly executed by the relevant Proponent.
- 4.4 Amendments to a Proposal may be submitted via the same methods, at any time prior to the Closing Time.
- 4.5 Proposals are revocable and may be withdrawn at any time before or after the Closing Time.
- 4.6 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.
- 4.7 Unnecessarily elaborate Proposals are discouraged. Proposals should be limited to the items specified in Part C of the RFP.
- 4.8 The City is willing to consider any Proposal from two or more Proponents that wish to form a consortium for the purpose of responding to the RFP, provided that they disclose the names of all members of the consortium and all members complete and sign the first page of the Form of Proposal. 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.
- 4.9 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 PROPOSED TERM OF ENGAGEMENT**
- 6.1 The term of any Agreement is expected to be a three (3)-year period with the option of two (2) possible three (3)-year extensions, for a maximum total term of nine (9) years.
- 7.0 PRICING**
- 7.1 All prices quoted in any Proposal are to be exclusive of applicable sales taxes calculated upon such prices, but inclusive of all other costs.
- 7.2 Prices must be quoted in Canadian currency and fixed prices must be quoted for the full term of the Proponent’s proposed agreement.

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7.3 Prices are to be quoted CIP, destination (Incoterms, 2010). For the avoidance of doubt, freight, insurance, unloading at the destination designated by the City, import duties, brokerage, royalties, handling, overhead, profit and all other similar 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, using quantitative and qualitative tools and assessments, as appropriate, to determine which Proposal or Proposals offer the overall best value to the City. In so doing, the City expects to examine:

Evaluation Criteria	Evaluation Weighting
Technical	30%
Financial	60%
Sustainability (Environmental and/or Social)	10%
Total	100%

(i) financial terms, (ii) Proponents' skills, knowledge, reputations and previous experience(s), including experience(s) with the City (if any); (iii) Proponents' capabilities to perform the City's scope of work (as defined in Part B) as and when needed, (iv) quality and service factors, (v) innovation, (vi) environmental or social sustainability; and (vii) transition costs or challenges. Certain other factors may be mentioned 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 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 The City may also require that any proposed subcontractors undergo evaluation by the City.

8.7 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)

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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 scope of work 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. Without limiting the foregoing, the City may reject any Proposal by a Proponent that has a conflict of interest, has engaged in collusion with another Proponent or has otherwise attempted to influence the outcome of the RFP other than through the submission of its Proposal.

**9.0 CITY POLICIES**

9.1 The City's Procurement Policy, Ethical Purchasing Policy and related Supplier Code of Conduct found at <http://vancouver.ca/doing-business/selling-to-and-buying-from-the-city.aspx> align the City's approach to procurement with its corporate social, environmental and economic sustainability values and goals. They evidence the City's commitment to maximize benefits to the environment and the community through product and service selection, and to ensure safe and healthy workplaces, where human and civil rights are respected. Each Proponent is expected to adhere to the supplier performance standards set forth in the Supplier Code of Conduct. The Ethical Purchasing Policy shall be referred to in the evaluation of Proposals, to the extent applicable.

9.2 The City's Alcohol, Controlled Drugs and Medications Policy applies to all contractors doing work on behalf of the City and can be found at <https://policy.vancouver.ca/ADMIN011.pdf> . The policy is intended to set expectations regarding the use of alcohol, medication and controlled drugs that may render an employee unfit for work, impair performance or cause risk of harm to health and safety. The successful Proponent will be required to ensure compliance with the policy by its employees when doing work for the City.

**10.0 LIVING WAGE EMPLOYER – INTENTIONALLY OMITTED**

**11.0 CERTAIN APPLICABLE LEGISLATION**

11.1 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.

11.2 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.

**12.0 LEGAL TERMS AND CONDITIONS**

12.1 The legal obligations of a Proponent that will arise upon the submission of its Proposal are stated in this Appendix 1 to the Form of Proposal. Except where expressly stated in these Legal Terms and Conditions: (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.

**POTENTIAL PROPONENTS MUST REVIEW THESE LEGAL TERMS AND CONDITIONS CAREFULLY BEFORE SUBMITTING A PROPOSAL.**

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PART B - SCOPE OF WORK

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## PART B – SCOPE OF WORK

The scope of work stated in this Part B (collectively, the “Scope of Work”) is current as of the date hereof, but may change or be refined in the course of the evaluation of Proposals or otherwise.

Unless otherwise stated, if, and wherever, the Scope of Work states a brand name, a make, the name of a manufacturer, a trade name or a vendor catalogue number, it is for the purpose of establishing a grade or quality of materials, goods or equipment only. It is not intended to rule out the use of other equivalent materials, goods or equipment. If, however, products other than those specified are proposed in any Proposal, the Proposal must explicitly include under the heading “Alternative Solutions” the names of such products and their manufacturers, any trade names and any applicable vendor catalogue numbers, and the City may request that the Proponent provide specific evidence of equivalency. Evidence of quality in the form of samples may also be requested.

To the extent that the Scope of Work expresses estimates of quantities or volumes of goods or services expected to be required by the City, the City cannot offer any assurances that such quantities or volumes will in fact be required.

### 1.0 SUMMARY OF REQUIREMENT

The City of Vancouver requires metal castings for municipal sewers and waterworks use.

- (a) Please see Attachment 6.1 - Product Specifications
- (b) Must meet minimum standards set out in Attachment 6.1 - Product Specifications
- (c) Drawing and Schematics are attached as Attachment 6.2 - Drawings and Schematics

### 2.0 WORK SCOPE

2.1 *The successful proponent shall be able to provide the City of Vancouver municipal castings as per the specifications set out in Attachment 6.1, including but not limited to.*

- (a) Supply of material to specification;
- (b) Development of patterns and moulds for manufacturing process;
- (c) Manufacturing process to specification;
- (d) Inspection and testing;
- (e) Delivery to the destination; and
- (f) Other Quality Assurance requirements.

#### 2.2 Inspection and Acceptance

- (a) At the request of the City, the manufacturer shall forward written transcripts of all tests relevant to each Material Class as set out in Attachment 6.1 - Specifications and any other tests, as determined by the City Engineer. All tests shall be identified against individual Product numbers or batches. With respect to Product that is not individually numbered, the City may reject one or more batches of Product rather than individual Products.
- (b) The City reserves the right to perform quality assurance verification tests at an independent 3<sup>rd</sup> party lab against samples tested by the manufacturer;



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- (c) The City at its discretion, may at any time request the successful proponent to provide a third party certification of the material used in the production of the castings. The inspection company may, without limitation:
    - i. Inspect all castings during the manufacturing process; and
    - ii. Inspect finished products.
  - (d) For any deliveries of Product to the City, quality control tests in electronic form will be required. The test results will enable the City to identify any Product shipped to any of the delivery sites and trace it to its corresponding quality control test result.
  - (e) Acceptance of finished goods delivered to the City will be subject to the terms of the Form of Agreement.
- 2.3 Order and Delivery requirements will be in accordance to the terms set out in Part D - Form of Agreement.
- 2.4 The successful proponent shall deliver the casting orders to the following location, unless otherwise specified in a Purchase Order:
- (a) Manitoba Works Yard, 250 West 70<sup>th</sup> Avenue, Vancouver, BC;
  - (b) Evans Yard - 955 Evans Avenue, Vancouver, BC;
  - (c) Deliveries must be made between 8:00 am and 3:00 pm, Monday to Friday, excluding statutory holidays, unless other arrangements have been agreed to in writing; and
  - (d) Delivery and unloading will be in accordance to the terms set out in Part D - Form of Agreement.
- 2.5 Warranty
- (a) Any successful Proponent shall be required to represent, warrant and agree that:
    - i. The Products and services supplied by the Proponent shall satisfy all requirements and specifications set forth in Part D - Form of Agreement.
  - (b) All Products provided under the Contract shall be covered by the Proponent's and the manufacturer's normal written guarantee and/or warranty (minimum of four (4) years) against defects in materials, workmanship and performance. If requested by the City, the Proponent shall provide copies of the written warranty for each Product.
- 3.0 **INSURANCE**
- The successful Proponent shall obtain and maintain WorkSafeBC and Insurance coverage as specified in Part D - Form of Agreement throughout the term of the contract.
- 4.0 **CITY PROVIDED**
- The City will provide assistance in the unloading of castings from the delivery vehicles.

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**5.0 SAMPLES**

- 5.1 The Proponent shall submit Two (2) samples of each of the listed products for evaluation, to:
- (a) Manitoba Works Yard, 250 West 70<sup>th</sup> Avenue, Vancouver, BC Attention: Sewer Ops.
  - (b) The shipment and each component shall be marked with the Proponent's Name, RFP PS20200438 - Supply and Delivery of Municipal Castings. The sample castings must arrive at the designated location above no later than six (6) weeks after the request for sample.
- 5.2 Evaluation may involve laboratory tensile, material composition and/or field test.
- 5.3 Samples shall be submitted at no cost to the City. Proponents shall cover all costs including all freight, unloading at destination, import duties, brokerage fees, royalties, handling, overhead, and all other costs. If not destroyed in destructive testing, they will be returned at the Proponent's request and expense. Sample castings supplied by the successful Proponent will be kept for the duration of the Contract.

**6.0 ATTACHMENTS**

- 6.1 Product Specifications.
- 6.2 Drawings and Schematics (32 Pages).

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**6.1 - PRODUCT SPECIFICATIONS**  
**MANUFACTURERS AND GENERAL MATERIALS REQUIREMENTS**

**1.0 MANUFACTURE**

1.1 Castings shall be constructed of grey iron, or steel, and shall be manufactured in accordance with the specifications herein.

**2.0 MATERIAL CLASS**

2.1 Minimum class of metal required in these castings shall be:

(a) Grey iron castings shall conform to:

- i. Class 30B\*, as defined by ASTM A48, and unless otherwise noted or specified by the City shall have a Brinell Hardness Number (BHM) of 187-241.
- ii. some items listed require alloying with Molybdenum (0.5% +/- .1%) and Nickel (0.75% +/- .1%) and will be equivalent of Class 35B in ultimate tensile strength. Castings designated as Class 35B shall have a BHN of 207-255.
- iii. \*Trapping hoods only shall be min Class 20A grey iron (or Class 60-42-10 ductile iron).

(b) Ductile iron castings shall conform to:

- i. Grades 65-45-12 as defined by ASTM A536, with an additional hardness requirement of BHN 156-217.
- ii. Grade 80-55-06 as defined by ASTM A148, with an additional hardness requirement of BHN 187-241.
- iii. \*Trapping hoods only shall be min Class 60-42-10 ductile iron (or Class 20A grey iron).

(c) Steel castings shall conform to:

- i. Grade 70-40 as defined by ASTM A27.
- ii. Grade 90-60 as defined by ASTM A148, with an additional hardness requirement of BHN 187-241.

**2.2 Interchangeability**

As described in the foregoing section 2.2 of this specification, these castings shall be constructed of either: grey iron, ductile iron or steel. The manufacturer shall ensure that the finished product is completely interchangeable with any other casting in stock or in service, regardless of which type of metal is used. Castings will be inspected after delivery prior to being accepted by the City to verify compatibility.

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 PART B - SCOPE OF WORK

3.0 MATERIAL GROUPS

3.1 Material must meet or exceed the classes shown below, Table 1 - Material Group.

Table 1 - Material Group

Group 1	Group 2	Group 3
1. Grey Iron: Class 30B	1. Grey Iron: Class 35B	1.0 Grey Iron: Class 20A
2. Ductile Iron: Grade 65-45-12	2. Ductile Iron: Grade 80-55-06	2.0 Ductile Iron: Grade 60-42-10
3. Steel: Grade 70-40	3. Steel: Grade 90-60	

3.2 Suppliers shall fabricate castings conforming to the appropriate Material Group as identified in Table 2 below.

Table 2 - Product List

Item	DWG#	Description	Wt. (lbs.)	Material Group
1.	S5.2 / Rain Drop	CASTING, NO2 MAINTENANCE HOLE COVER - RAIN DROP	184	Grp 1
2.	S5.2 / First Nations Art	CASTING, NO2 MAINTENANCE HOLE COVER - FIRST NATIONS ART	184	Grp 1
3.	S5.2 / New Design	Up to two (2) new artistic designs to be provided by the City at a later date	184	Grp 1
4.	S5.7	CASTING, NO13 MAINTENANCE HOLE FRAME	285	Grp 1
5.	S5.10	MAINTENANCE HOLES FRAME NO. 18	TBD	Grp 1
6.	28.4	Maintenance Hole # 22	TBD	Grp 1
7.	S5.11	CASTING, #20 MAINTENANCE HOLE RING LID	TBD	Grp 1
8.	S5.12	CASTING, MAINTENANCE HOLE BOLT DOWN #2/#13	TBD	Grp 1
9.	S11.6	CASTING, NO30 CATCH BASIN FRAME	178	Grp 1
10.	S11.7	CASTING, NO31 CATCH BASIN GRATING (Right or Left)	161	Grp 1
11.	S11.12	CASTING, TRAPPING HOODS, NO1A	TBD	Grp 3
12.	S11.11	CASTING, NO32 CATCH BASIN - GRATING	143	Grp 1
13.	S11.15	CATCHBASINS FRAME NO.3 & COVER NO.4	TBD	Grp 1
14.	S17.3	VALVE, BOX LIDS - (SEWERS)	28	Grp 2

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Item	DWG#	Description	Wt. (lbs.)	Material Group
15.	W13.1	FRAME, METER #5	46	Grp 3
16.	W13.2	PLATE, METER #4 (OLD STYLE)	98	Grp 3
17.	W13.2	PLATE, METER #5 (OLD STYLE - EXTRA HEAVY)	109	Grp 3
18.	W13.3	FRAME, METER NO6 28 X 36	57	Grp 3
19.	W13.4	PLATE, METER NO6 28 X 36	154	Grp 3
20.	W13.5	FRAME, METER NO7 28 X 36	183	Grp 3
21.	W13.6	PLATE, METER NO7 28 X 36	332	Grp 3
22.	W14.1	FRAME, MAN HOLE - WATER (WWI)	TBD	Grp 1
23.	W14.2	CASTING, MAN HOLE COVERS - WATER (WWI)	TBD	Grp 1
24.	W14.3	CASTING, N02 MAINTENANCE HOLE COVER - (WATER)	180	Grp 1
25.	W15.1	TELESCOPIC, VALVE BOX - TOPS	58	Grp 2
26.	W15.1	TELESCOPIC, VALVE BOX - BOTTOMS	41	Grp 1
27.	W15.2	TELESCOPIC, VALVE BOX - LIDS	28	Grp 2
28.	W16.1	RND SERVICE LIDS - (VWW)	3	Grp 1
29.	W16.2	BOX, SERVICE, TYPE A - COMPLETE SET	27	Grp 1
30.	D-14C - or manufacturer equivalent	CASTING, D14C LID MARKED SANI WITH BAR	TBD	Grp 1
31.	D-14C - or manufacturer equivalent	CASTING, D14C LID MARKED STORM WITH BAR	TBD	Grp 1
32.	D-14C- or manufacturer equivalent	CASTING, D14C FRAME FOR INSPECT CHAMBER	TBD	Grp 1
33.	Survey Monument #15 - or manufacturer equivalent	CASTING, SURVEY MONUMENT #15 FRAME - The City will accept alternative proposals for alternative products of similar design. Must read "Survey Monument" on Lid	TBD	Grp 1

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Item	DWG#	Description	Wt. (lbs.)	Material Group
34.	Survey Monument - or manufacturer equivalent #15	CASTING, SURVEY MONUMENT FRAME #15 & LID #16  The City will accept alternative proposals for alternative products of similar design. Must read "Survey Monument" on Lid	TBD	Grp 1

**4.0 PATTERN DRAWINGS**

4.1 Drawings of the patterns to be supplied as listed above are attached as Annex 4, and form part of this specification. Patterns being supplied have been produced to a tolerance of  $\pm 1$  mm, except as noted in Section 5.0 - Dimension and Tolerances.

4.2 Man Hole Cover No. 2 - The following items comprised of the same dimension as stated in DWG S5.2, with the exception of the design patterns identified on the top side of each item.

- i. CASTING, N02 MAINTENANCE HOLE COVER - RAIN DROP;
- ii. CASTING, N02 MAINTENANCE HOLE COVER - FIRST NATIONS ART;
- iii. CASTING, N02 MAINTENANCE HOLE COVER - (WATER), (DWG# W14.3); and
- iv. CASTING, N02 MAINTENANCE HOLE COVER - TBD Up to 2 new designs to be developed by The City at a later date

4.3 Drawing #W13.2 identifies both of the following items:

- i. PLATE, METER #4 (OLD STYLE); and
- ii. PLATE, METER #5 (OLD STYLE - EXTRA HEAVY)

NOTE: dimensions for each are stated in the notes as "Traffic Lid Dimension (#5 Lid)" and "#4 Lid Dimension".

**5.0 DIMENSIONS AND TOLERANCES**

5.1 The expected dimensions of finished castings that will be produced from patterns supplied by the City are attached as Annex 4. These drawings indicate where the plastic pattern has an 1.6 mm allowance of machining the bearing surfaces.

5.2 The relief height of pattern shall be between 3 mm and 7 mm.

**6.0 PATTERNS**

6.1 Suitable patterns for those items specified shall be supplied by the City of Vancouver to the Contractor. The first pattern will be supplied free of charge and will remain the property of the City. The pattern shall be returned promptly upon completion of the Contract or at the request of the City. The Contractor shall be responsible for transportation costs of any pattern(s) or sample castings, if required.

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6.2 The pattern shall be in reasonable condition, in consideration of its level of use during the Contract, or the Contractor may be held responsible for a portion of the costs to produce a new pattern from the City's master pattern. Castings produced directly from the City's patterns shall form the standard of manufacture and shall be acceptable from a dimensional basis, notwithstanding any contradictory requirements which may occur elsewhere in these specifications or drawings

**7.0 WORKMANSHIP AND FINISH**

7.1 All castings shall be of an appearance acceptable to the City Engineer and free from scale, bumps, blisters, sandholes or defects which, in the opinion of the City Engineer, make them unsuitable for use. The repair of surface defects, with other materials, is not permitted. All bearing surfaces of frames, covers and gratings shall be machined to ensure that covers, gratings and other castings will not rock in their corresponding frames. All items ordered in sets shall be delivered assembled. It is the intent that mating pieces be machined to tolerances adequate to prevent impact or vibratory damage to the castings, undue wear, objectionable noise, or other unanticipated objectionable effects, when installed in the street system under vehicular traffic.

7.2 All castings shall be stripped to clean metal and rough spots ground off, and then coated with a tough, durable, water-impervious asphalt varnish on all surfaces, subject to the approval of the coating by the City Engineer. The vendor shall state, as part of this RFP, the type and product name of the coating to be used, and be prepared to provide samples and/or test results from a laboratory approved by the City Engineer. The Contractor will be required to supply a Materials Safety Data Sheet (MSDS) as per WHMIS, prior to the initial delivery of castings.

7.3 Surfaces are to be powder coated (electrostatically applied) with a "Tiger Drylac Super Durable RAL 7024" Polyester Urethane "type" resin three (3) to five (5) mils in thickness or City of Vancouver approved equivalent.

7.4 Final product is to be free of dents, scratches, weld burns and abrasions harmful to its strength and general appearance.

7.5 The proponent may be required to apply surface textured for the new maintenance hole cover to improve slip resistance on large flat surfaces. Proponent will describe and state the slip resistant surface texture specification.

**8.0 SAMPLES**

8.1 Sample castings supplied by the successful Contractor will be kept for the duration of the Contract. Samples, if retained, will be included in the final quantities purchased under the Contract. Samples lost to destructive testing agreed to by the Contractor, will be the responsibility of the Contractor.

8.2 After the sample casting has been inspected and approved, it will be weighed. The weight determined for this casting shall be the standard for all subsequent castings, which must weigh within 3% of the original sample.

8.3 Approximate weights of the castings in this RFP, are referenced in Table 2 - Product List of Section 3.2. Items ordered in sets will incur a weight equal to the combined total of the individual component weight.

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- 8.4 The above weights are only a guideline to prospective Vendor's. The actual "standard" weight will be determined by the weight of the approved sample casting submitted, which shall meet dimensional and interchangeability requirements, prior to the main production run.
- 8.5 The City will work with the successful Proponent to finalize the development of each pattern through a constant and focused communication to ensure a precise end product.
- 8.6 The City may waive samples if it has had prior experience with or previous samples from the manufacturer with the same proposed foundry that have been satisfactory.

9.0 INSPECTION AND TESTING

9.1 Tests should be performed as specified in:

- i. ASTM A48 (Grey Iron Castings);
- ii. ASTM A536 (Ductile Iron Castings);
- iii. ASTM A27 (Steel Castings); and
- iv. ASTM A148 (Steel Castings High Strength),

and retests in the event of failures of test specimens, to satisfy the City Engineer that the castings conform to specifications. Results of testing shall be made available to the City prior delivery of castings.

- 9.2 The acceptability of the metal will clearly and only be established by test bars cast (and chemistry of samples in case of grey iron alloy items) and tested in accordance with the appropriate ASTM specification, except at the option of the City Engineer, as follows, and the Contractor shall not depart from the procedures of ASTM without prior consent from the City Engineer, or as instructed by the City Engineer.
- 9.3 In the case of the grey iron alloyed items (Class 35B), assay analysis and inspection for other casting defects may be conducted on a sample for each pour, cut from the actual castings as noted on the appropriate drawings or a test bar, at the option of the City Engineer, and to the satisfaction of the City Engineer. The assay will be for nickel and molybdenum as follows:

Element	Assay Weight %
Nickel	0.75 ± 0.1
Molybdenum	0.50 ± 0.1

- 9.4 Failure to meet the minimum indicated by the above nominal limits will be cause for rejection of the pour.
- 9.5 The costs of re-inspection of castings replacing rejected castings will be borne by the Contractor.

Options - by the City Engineer

The City Engineer may initiate one or more of the following testing options:

- (a) Option 1



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In addition, and in clarification of the provisions of ASTM:

- i. Castings will be inspected visually after delivery prior to being accepted by the City. Any 'rocking' or movement of covers or grates in their corresponding frames, or any other defects as noted in clause 7 of these specifications, shall be cause for rejection.
- ii. The City may inspect all elements of the manufacturing and shipping process, and witness tests in accordance with the specifications. The Contractor will co-operate to the fullest extent by allowing the City Inspector full access to the plant and by supplying all relevant information when required. The Contractor will ensure that any third parties (subcontractors, pattern shops, etc.) also provide the same degree of cooperation.
- iii. The Contractor shall inform the City Inspector of a manufacturing run, with the minimum notice stated below:
  - Manufacturer's plant within 80 km of Vancouver - 48 hours
  - Manufacturer's plant greater than 80 km from Vancouver - 1 week

(b) **Option 2**

If, by reason of distance, lack of sufficient notice, or other reason, it is impractical for the City Inspector to witness the manufacturing and testing process, the Contractor shall cast a minimum of two (2) test bar blanks attached to each casting or a number of castings which, in the opinion of the City Engineer, is sufficient to determine suitable metal quality in accordance with these specifications.

(c) **Option 3**

As a method of establishing conformance with the specifications, in the event of flawed cast test bars, the City may allow, at the discretion of the City Engineer, for cut sections of actual castings to be tested in accordance with the latest revision of the appropriate ASTM specification. Such testing shall be entirely at the cost of the Contractor. Failure of any test section to exceed minimum class designation strength may be grounds for rejection of the entire shipment of which the test section is representative. The location where such cut section test bars may be taken will be provided by the City should this option be exercised.

(d) **Option 4**

Should testing Options I, II, or III fail to satisfactorily demonstrate adequate quality of the castings, or if other defects injurious to the performance of the castings is suspected, the City Engineer may initiate other tests chosen to establish the suitability of the castings for their intended use under vehicular traffic. Such testing, if clearly demonstrating that the material is unfit for the intended use, supersedes all other testing and the materials will be rejected.

## **10.0 MARKING OF BARS AND CASTING**

- 10.1 Each test bar and casting unit shall be uniquely, clearly and identically identified with the batch, lot or shipment which it represents by casting identical 12.5mm raised alphanumeric characters on both the test bar and on each and every casting so represented, unless the test

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bars are physically attached to the castings as provided in Option II of clause 11 of this specification.

- 10.2 Two (2) test bars shall be retained by the Contractor for a period of two (2) months following delivery of the castings which they represent. The Contractor's name and the year of manufacture shall be shown on all castings in 19 mm raised lettering.
- 10.3 Grey iron castings shall be designated by the letter "G"; ductile iron castings shall be designated by the letter "D"; and steel castings shall be designated by the letter "S". These designations shall be shown in conjunction with the appropriate heat number or production date code, shown on the castings in a 19mm raised letter or other distinguishing feature acceptable to the City Engineer.
- 11.0 OFFSHORE PRODUCT**
- 11.1 In the event that the castings offered may be produced outside of Canada, a meeting shall be arranged between the City's Materials Engineer and the Vendor to discuss which testing option may be most appropriate. The approval of a testing process will be at the sole discretion of the City's Materials Engineer who must be satisfied that the methods and/or personnel used will confirm the quality of product demanded by the City. The City may elect not to proceed with a Vendor if the testing process suggested does not meet these criteria.

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6.2 - DRAWINGS AND SCHEMATICS

32 PAGES

Posted on the City's website along with this RFP in pdf format.

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**PART C – FORM OF PROPOSAL**

RFP No. PS20200438 - SUPPLY AND DELIVERY OF MUNICIPAL CASTINGS (the "RFP")

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

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

\_\_\_\_\_

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

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

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

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 agrees to the Legal Terms & Conditions attached as Appendix 1 to this Form of Proposal.

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

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APPENDICES

The Form of Proposal includes the following attached Appendices:

- APPENDIX 1     Legal Terms and Conditions of RFP
- APPENDIX 2     Questionnaire
- APPENDIX 3     Commercial Proposal
- APPENDIX 4     Proponents References
- APPENDIX 5     Certificate of Insurance
- APPENDIX 6     Declaration of Supplier Code of Conduct Compliance
- APPENDIX 7     Subcontractors
- APPENDIX 8     Proposed Amendments to Form of Agreement
- APPENDIX 9     Conflicts; Collusion; Lobbying
- APPENDIX 10    Proof of WorkSafeBC Registration

**APPENDIX 1  
LEGAL TERMS AND CONDITIONS OF RFP**

**1.0 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.

**2.0 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 following and as a result of the Proponent's selection by the City in the City's RFP process.
- (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 Proposals No. PS20200438, as amended from time to time and including all addenda.

**3.0 NO LEGAL OBLIGATION ASSUMED BY THE CITY**

Despite any other term of the RFP or the Proposal Form, including this Appendix 10 (except only Sections 7.0, 8.2 and 10.0 of this Appendix 10, 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.

**4.0 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

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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.

## **5.0 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. The City may also invite a proponent to adjust its proposal to remedy any such problem, without providing the other proponents an opportunity to amend their proposals.

### **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 6.0 of this Appendix 1, the City will have no liability to the Proponent as a result of such discussions, negotiations or changes.

### **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.

## **6.0 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 10, 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));

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- (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 10, 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:

- (a) 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));
- (b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFP process, or
- (c) 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.

#### **7.0 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 7.0 or Section 8.2 of this Appendix 1, and also excepting any disputes arising between the City and the Proponent under 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 6.0 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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**8.0 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), other applicable legal requirements, and the City's right to publicly disclose information about or from the Proposal, including without limitation names and prices, in the course of publicly reporting to the Vancouver City Council about 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.

**9.0 NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING**

**9.1 Declaration as to no Conflict of Interest in RFP Process**

- (a) The Proponent confirms and warrants that there is no officer, director, shareholder, partner, employee or contractor 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: (i) an official or employee of the City; or (ii) related to or has any business or family relationship with an elected official or employee of the City, in each case, such that there could be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of the Proposal by the City, and, in each case, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal in accordance with the form set out in Part C - Appendix 9.
- (b) The Proponent confirms and warrants that there is no person having an interest (as defined above) who is a former official, former employee or former contractor of the City and who has non-public information relevant to the RFP obtained during his or her employment or engagement by the City, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal in accordance with the form set out in Part C - Appendix 9.

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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) goods or services to a third party such that entering into an agreement with the City in relation to the subject matter 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 such third party, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal in accordance with the form set out in Part C - Appendix 90.

**9.3 Declaration as to No Collusion**

The Proponent confirms and warrants that:

- (a) the Proponent is not competing within the RFP process with any entity with which it is legally or financially associated or affiliated, and
- (b) the Proponent is not cooperating in any manner in relation to the RFP with any other proponent responding to the RFP,

in each case, except as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Proposal in accordance with the form set out in Part C - Appendix 9.

**9.4 Declaration as to No Lobbying**

The Proponent confirms and warrants that:

- (a) neither it nor any officer, director, shareholder, partner, employee or agent 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; and
- (b) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors has engaged in any form of political or other lobbying whatsoever with respect to the RFP or sought, other than through the submission of the Proposal, to influence the outcome of the RFP process,

in each case, except as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Proposal in accordance with the form set out in Part C - Appendix 90.

**10.0 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 10, which will remain in full force and effect.
- (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.

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*APPENDIX 2 - QUESTIONNAIRE*

The Proposal should contain the sections indicated below, titled and be arranged in the order as they are set out in this Appendix 2, which should also address the Requirements described in Part B – Scope of Work of this RFP if any.

Proponent may provide its response(s) to this Appendix 2 in its own form; and reference the relevant questions, section number and in the same order as below.

**1.0 Proponent Overview**

In the space below, provide a description of the Proponent’s company, number of employees, purpose and history of successes.

**2.0 Key Personnel**

2.1 In the space below, identify and provide professional biographical information for the key personnel that would perform the Proponent’s work, outlining their intended roles in performing the Scope of Work.

2.2 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 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. Each Proponent is to provide in its Proposal an overview of their account management process and hierarchy.

2.3 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.

2.4 The successful Proponent will exercise competent supervision of all work, at all times through a representative who must:

- a) be fully knowledgeable of schedules and service requirements;
- b) be fully accessible at all times; and
- c) have authority to receive on behalf of the successful Proponent any communication relating to the Work.

2.5 Please indicate if your key personnel can meet the above requirements.

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**3.0 Operations and Logistics**

- |   |  |
|---|--|
| <p>3.1 Each Proponent should detail customer service process and capabilities such as but not limited to: the day-to-day service and operational process, order-processing, logistics solutions, including delivery schedules, size of vehicles and number of vehicles.</p> <p>3.2 The City's preference is not to have minimum order thresholds. However, each Proponent is to indicate if any minimum order thresholds are applicable.</p> <p>3.3 Each Proponent should explain the process for handling emergency or special after-hours requirements and how quickly from the time an order was placed the City would receive those Products.</p> <p>3.4 State the location from which deliveries would be dispatched for the City.</p> <p>3.5 Provide a sample packing list or bill of lading that includes an itemized detail of the package contents which will accompany each delivery.</p> |  |
|---|--|

**4.0 Deliveries and Lead Times**

The City has the following requirements concerning deliveries and lead time:

- |  |  |
|--|--|
| <p>a) Lead time maximum seven (7) days.</p> <p>b) 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 2:00 p.m. on business days only, unless other arrangements have been agreed to in writing.</p> <p>c) Products shall be delivered to the following delivery sites, without limitation:</p> <ul style="list-style-type: none"><li>• Central Stores, Manitoba Yard, 250 West 70th Avenue.</li><li>• Evans Yard - 955 Evans Avenue.</li></ul> |  |
|--|--|

**5.0 Inventories**

5.1 The City has the following Requirements concerning inventories:

- |   |  |
|---|--|
| <p>a) Each Proponent is to explain how it proposes to guarantee no or minimal back orders. Please also explain how the City may be compensated (e.g. automated discount) for each instance of back-order occurrence.</p> <p>b) 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.</p> <p>c) The successful Proponent must be willing to accommodate realistic changes in volume, delivery sites and other reasonable requests by the City throughout the term of the Agreement.</p> |  |
|---|--|

<p>5.2 The successful Proponent shall facilitate the performance of inventory turns that may include all or part of the following:</p>	
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- a) smaller more frequent deliveries;
- b) maintaining pre-determined inventory levels (based on min/max levels);and
- c) on-line ordering and designated personnel to “share” inventory data for availability and delivery information.

5.3 In the space below, describe how your company meets the above inventories requirements.

**6.0 Inventories Disruption**

How many months of inventory will your company carry in order to ensure there will be no disruption of supplying goods to the City?

**7.0 Returns and Restocking**

The City has the following Requirements concerning returns and restocking:

- a) 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 (7) calendar days of the return.
- b) Based on the above in the space below, each Proponent should describe a comprehensive solution below for the City in regards to returns and restocking issues.

**8.0 Supply Chain**

Please provide information of your material sources from your upstream supply chain (raw material etc.)? Please provide the name(s) and location(s) (country/state/province/city) of your supplier(s).

**9.0 Quality Assurance**

The City is concerning with quality assurance. Therefore, in the space below, 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:

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- a) dealing with product non-conformance;
- b) process and target timelines for non-conformance investigations;
- c) corrective action processes;
- d) management of metrics regarding supplier product quality issues; and
- e) any special process quality programs/certifications, including date of most recent audit and certification.

**10.0 Materials Safety Data (MSDS) sheets and Workplace Hazardous Materials Information System (WHMIS)**

A successful Proponent, may be required to provide Materials Safety Data (MSDS) sheets and Workplace Hazardous Materials Information System (WHMIS) sheets for all Products. Proponent should state below their willingness to supply MSDS and WHMIS sheets and describe how the various delivery sites will have access to the MSDS and WHMIS sheets.

**11.0 Report**

11.1 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:

- a) 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;
- b) back order status data - including the number of incidents and fulfilment rate (fill rate);
- c) obsolete products data - including the amount and frequency of disposition of Products; and
- d) 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.

11.2 Each Proponent should in the space below describe 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.

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**12.0 Disaster Response Support**

- |      |   |
|------|---|
| 12.1 | 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. |
| 12.2 | The City requires the successful Proponent have a level of service and ability to get materials from your plant to the City's work sites post natural disaster.   |
| 12.3 | In the space below, each Proponent should provide in detail as to how to meet the above requirements.   |

**13.0 Transition and Implementation Plan**

- |      |  |
|------|--|
| 13.1 | The City requires an effective <u>transition and implementation plan</u> : <ol style="list-style-type: none"><li>a) Recognizing that there may be changes in some Products and procedures being implemented from what are presently being purchased or used by the City, the City and the successful Proponent will be responsible for developing a timely and orderly transition.</li><li>b) 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.</li><li>c) Each Proponent should include below 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:<ol style="list-style-type: none"><li>(i) determination of product requirements;</li><li>(ii) service levels for the respective facilities including logistics arrangements;</li><li>(iii) ordering process;</li><li>(iv) managing of current and obsolete inventory on shelf; and</li><li>(v) establishment of summary billing or technology.</li></ol></li></ol> |
|------|--|

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**14.0 Alternative Solutions**

If, in addition to proposing services which meet the Scope of Work, the Proponent wishes to offer an alternative or alternatives, the alternative solution(s) should be described in the space provided below. Any pricing impact of the alternative solution(s) should also be provided.

**15.0 Pricing Adjustment**

15.1 Please indicate the pricing adjustment mechanism for the two (2) possible 3-year term contract extensions. See Section 6.0 - Proposed Term of Engagement.

15.2 Will your company follow the Consumer Price Index (CPI) from Statistics Canada as the bases of your pricing adjustment mechanism? [https://www.statcan.gc.ca/eng/subjects-start/prices\\_and\\_price\\_indexes/consumer\\_price\\_indexes](https://www.statcan.gc.ca/eng/subjects-start/prices_and_price_indexes/consumer_price_indexes)

If not using the CPI, please indicate your source for pricing adjustment.

**SOCIAL SUSTAINABILITY**

**SUPPLIER DIVERSITY**

Vendors' are required to answer to the following question, which will be kept confidential in accordance with the Legal Terms and Conditions of this RFP.

In the space below, indicate the vendor's company profile with regards to social value and economic inclusion including recognized certifications and/or if owned/controlled by an equity-seeking demographic (including but not limited to non-profit, cooperative, Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ2+ people).

<p><b>Majority owned/controlled/ by:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Women</li> <li><input type="checkbox"/> Indigenous Peoples</li> <li><input type="checkbox"/> Non-Profit/Charity (Social Enterprise)</li> <li><input type="checkbox"/> Coop</li> </ul>	<p><b>Social / Diverse Certifications</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> <a href="#">BCorp</a></li> <li><input type="checkbox"/> Supplier Diversity Certification</li> </ul> <hr/> <p><b>Enviro / Other Certifications</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> <a href="#">BuySocial</a></li> </ul>
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<input type="checkbox"/> Community Contribution Corporation (3C/CCC) <input type="checkbox"/> Ethno-cultural Persons <input type="checkbox"/> People with Disabilities <input type="checkbox"/> LGBTQ2+ <input type="checkbox"/> Other: please indicate	<input type="checkbox"/> <a href="#">Living Wage</a> <input type="checkbox"/> Fairtrade <input type="checkbox"/> Green Business Certification (ie. LEED, ClimateSmart) <input type="checkbox"/> Other: please indicate
<input type="checkbox"/> None of the above	<input type="checkbox"/> None of the above

1. Do you have a Supplier Diversity program to include/consider equity-seeking businesses as your vendors/suppliers/sub-contractors? Y/N  
 a) Please provide information in the space below on how you invest in economic development of small/social/diverse businesses as your suppliers or sub-contractors.

**EMPLOYMENT EQUITY & WORKFORCE DIVERSITY**

**EMPLOYMENT EQUITY;**

1. In addition to being an equal opportunity employer, please describe any policies/programs or how you advance employee equity, diversity and inclusion for under-represented populations (such as Women, Indigenous People, People with Disabilities).

2. Do you regularly conduct an employee equity "survey" or similar information/data collection on workforce diversity? Y/N  
 a. Please describe how you track/monitor your workforce diversity including frequency.

3. Do you source/hire from Workforce Development and/or Skill Training programs, including pre-employment support, apprenticeships or ongoing employment support, for people who are under-represented and/or face barriers to traditional employment (such as Indigenous persons, Women, youth, Minorities, People with Disabilities including mental health)? Y/N  
 a. Please describe and/or use the table below.

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Category of Partnership Organizations	Name of the Partnership Organization(s)	# of staff (optional if makes sense)
Indigenous Peoples		
Women		
Ethno-Cultural Peoples		
People with Disabilities		
LGBTQ2+		
Youth/Seniors		
Other		

<p>4. Do you support training for career advancement and/or skills development?          a) If yes, please describe.</p>

<p>5. Do you compensate at or above a Living Wage (currently \$20.91/hr.) Y/N          Do you provide non-mandatory benefits (i.e. extended health) to your employees? Y/N, if yes, please describe.</p>

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**WORKFORCE DIVERSITY**

Vendors' are required to answer to the following question, which is for information gathering purposes only, and will be kept confidential in accordance with the Legal Terms and Conditions.

As best known, in the space below, indicate the vendor's company profile with regards to economic inclusion supporting employment equity, [diversity, inclusion](#) and reconciliation by an equity-seeking demographic (including but not limited to Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ2+ people). *Confidential & for information only*

<p><b><u>Overall Workforce Diversity:</u></b></p> <p style="margin-left: 20px;">% Women</p> <p style="margin-left: 20px;">% Indigenous Peoples</p> <p style="margin-left: 20px;">% Ethno-cultural People</p> <p style="margin-left: 20px;">% People with Disabilities</p> <p style="margin-left: 20px;">% LGBTQ2+</p> <p style="margin-left: 20px;">% Other: please indicate</p>	<p><b><u>Leadership/Management/Executive Workforce Diversity:</u></b></p> <p style="margin-left: 20px;">% Women</p> <p style="margin-left: 20px;">% Indigenous Peoples</p> <p style="margin-left: 20px;">% Ethno-cultural People</p> <p style="margin-left: 20px;">% People with Disabilities</p> <p style="margin-left: 20px;">% LGBTQ2+</p> <p style="margin-left: 20px;">% Other: please indicate</p>
<p><b><u>If you choose not to respond please indicate why:</u></b></p> <p style="margin-left: 20px;"><input type="checkbox"/> <u>Do not track this information</u></p> <p style="margin-left: 20px;"><input type="checkbox"/> <u>Do not want to share this information</u></p>	

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**ENVIRONMENTAL SUSTAINABILITY**

**ENVIRONMENTAL OPERATIONS**

City of Vancouver is committed to being the Greenest City and values the environmental impact and sustainability of proponents in addition to the goods or services offered with regards to Healthy Ecosystems (minimizing pollution/toxicity, conserving natural resources, and regenerating ecological; local food; clean water / water consumption), Zero Waste (reducing and/or diverting), Zero Carbon (reducing/eliminating greenhouse gases).

1. For the following, please indicate those you track and/or report

	<i>Track</i>	<i>Report</i>
<a href="#"><u>GHG Emissions</u></a>	<input type="checkbox"/>	<input type="checkbox"/>
<a href="#"><u>Energy usage</u></a>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Water usage</i>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Any hazardous/toxic air or water emissions</i>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Generation/recycling/reduction of solid waste</i>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Generation/recycling/reduction of hazardous</i>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Other</i>	<input type="checkbox"/>	<input type="checkbox"/>

a. If reporting, please indicate to whom or where:

- Government(s)/Agencies
- Industry Association(s) ie. "industry-wide [environmental product declaration](#)"
- [CDP](#)
- Global certification system ie. [World Business Council for Sustainable Development](#)
- Other(s) ie. Concrete Sustainability Council

b. Do you request/require your supply chain to track and report any of the above? Y/N, explain.

2. Has your company achieved (or is it committed to) any of the following activities? Check all that apply and provide details/targets/goals:

- Increase [renewable energy](#) sources and/or reduce the company's overall energy usage
- Reduced carbon use, GHG emissions or use of ozone depleting substances
- Implemented initiatives to reduce waste at the source or divert the waste from landfills/incineration

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- Recycled water or other water recovery systems to reduce the use of potable water
- Responsibly dispose of all hazardous waste generated from production.
- [2030 Sustainable Development Goals of the United Nations](#)
- Other: include an explanation of any on-going efforts or plans that the vendors has, or has taken to address climate change and their environmental impact.

a) Please provide details of the above.

b) Do you engage with your supply chain on any above noted issues? Y/N, explain.

**3. Material and Finished Products**

In the space below, Proponent should provide in detail in terms of:

- a) Raw material selection - content of recycled steel being used;
- b) Recyclability of the Castings and manufacturer's recycling initiatives (cradle-to-grave);
- c) Period of maintenance-free life span; and
- d) Impact of finish coating process and materials to people and environment.

**4. Packaging**

- 4.1 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.
- 4.2 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 below how it is measuring the success of the proposed program.

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APPENDIX 3  
COMMERCIAL PROPOSAL

Proponent to provide proposed pricing and payment terms, which should be in accordance with Part A, Section 7.0 of the RFP (as well as any other sections of the RFP imposing requirements as to pricing).

Complete the Commercial Proposal in the form set out as a Excel spreadsheet posted along with this RFP on City's website.

Proponent is to provide proposed pricing, material offered and indicate the Grade/Class of material offered for each item in accordance to Table 1 and Table 2 of Attachment 6.1 - Specifications. Payment terms should be in accordance with Part A, Section 7.0 of the RFP (as well as any other sections of the RFP imposing requirements as to pricing).

When submitting its Proposal, please ensure Appendix 30 - Commercial Proposal is provided as a separate Excel file to the entire Proposal.

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**APPENDIX 4  
PROPONENT'S REFERENCES**

Complete this Appendix 0- Proponents References in the form set out below with references that are relevant to the Scope of Work set out in this RFP.

Client Name # 1	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Type of Goods and/or Services provided to this Client	

Client Name # 2	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Type of Goods and/or Services provided to this Client	

Client Name # 3	
Address (City and Country)	
Contact Name	

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Title of Contact	
Telephone No.	
E-mail Address	
Length of Relationship	
Type of Goods and/or Services provided to this Client	



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APPENDIX 5  
CERTIFICATE OF INSURANCE

This Appendix is to be duly completed and signed by the Proponent's 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.)

See Attached.

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APPENDIX 5 - CERTIFICATE OF EXISTING INSURANCE  
TO BE COMPLETED AND APPENDED TO THE PROPOSAL

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

**BUSINESS TRADE NAME or DOING BUSINESS AS**

**BUSINESS ADDRESS**

**DESCRIPTION OF OPERATION**

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

INSURER _____	<b>Insured Values (Replacement Cost) -</b>
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	<b>Limits of Liability (Bodily Injury and Property Damage Inclusive) -</b>
√ 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 _____	<b>Limits of Liability -</b>
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 _____	<b>Limits of Liability</b>
INSURER _____	Per Occurrence \$ _____
POLICY NUMBER _____	Aggregate \$ _____
POLICY PERIOD From _____ to _____	Deductible Per Loss \$ _____
TYPE OF INSURANCE _____	<b>Limits of Liability</b>
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 \_\_\_\_\_

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**APPENDIX 6**  
**DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE**

Complete this Declaration of Supplier Code of Conduct Compliance in the form set out below.

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

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

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

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

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

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

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

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

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**APPENDIX 7**  
***SUBCONTRACTORS***

Complete this form set out below by listing all of the 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 subcontractors.

If selected to enter into an Agreement with the City, the Proponent may be limited to using subcontractors listed in its Proposal. If the City objects to a subcontractor listed in a Proposal, the City may permit a Proponent to propose a substitute Subcontractor acceptable to the City.

Subcontracted Scope		
Subcontractor		
Contact (name, title, email, telephone no.)		
Approximate Percent of the Work to be Subcontracted		
Social Value Business - shall mean a business that has a recognized environmental or social certification and/or is majority owned/controlled by an equity-seeking demographic (including but not limited to non-profit, cooperative, Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ+ people).	In the space below, detail the Proponent's proposed use of Social Value Businesses as sub-contractors/consultants (if any) and provide brief company profiles of those Social Value Businesses and descriptions of how they qualify as Social Value Businesses.	
The Subcontractor's Relevant Experience (identify at least three similar projects within the last five years, including the client)	1. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	
	2. Project Name:	

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	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	
	3. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	

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**APPENDIX 8  
PROPOSED AMENDMENTS TO FORM OF AGREEMENT**

Complete this Appendix Proposed Amendments to Form of Agreement in the form set out below by detailing any proposed amendments to the Form of Agreement attached as Part D. If no amendments to the Form of Agreement are proposed, state "none". It is at the City's sole discretion whether or not these proposed amendments will be considered for the Form of Agreement.

Section / General Condition	Proposed Amendment	Rationale and Benefit

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**APPENDIX 9  
CONFLICTS; COLLUSION; LOBBYING**

Complete this Appendix - Conflicts; Collusion; Lobbying in the form set out below by setting out any exceptions to the declarations in Section 9.0 of the Legal Terms and Conditions attached as Appendix 10 to this Part C - Form of Proposal or indicate that there are no exceptions, as applicable.

Exceptions to Declaration as to no Conflict of Interest in RFP Process (Section 9.1 of Legal Terms and Conditions)	
Exceptions to Declaration as to No Conflict of Interest Respecting Proposed Supply (Section 9.2 of Legal Terms and Conditions)	
Exceptions to Declaration as to No Collusion (Section 9.3 of Legal Terms and Conditions)	
Exceptions to Declarations as to No Lobbying (Section 9.4 of Legal Terms and Conditions)	

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APPENDIX 10  
PROOF OF WORKSAFEBC REGISTRATION

Attached to this Form of Proposal proof of valid WorkSafeBC registration.



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PART D - FORM OF AGREEMENT

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**PART D**  
**FORM OF AGREEMENT**

To be attached as PDF format.



**SAMPLE  
SUPPLY AGREEMENT**

BETWEEN:

**SUPPLIER NAME**

AND:

**CITY OF VANCOUVER**

RELATING TO:

**REQUEST FOR PROPOSAL ("RFP") PS20200438  
SUPPLY AND DELIVERY OF MUNICIPAL CASTINGS**

## 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:

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

(hereinafter referred to as the "City")

WHEREAS the Supplier is in the business of supply municipal castings products;

AND WHEREAS the City wishes to purchase municipal castings products, 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.

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ARTICLE 1  
INTERPRETATION

1.1 Definitions

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

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

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

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

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environment, human health or safety, pollution and other environmental degradation, and hazardous materials;

- (o) **“Order”** means an order for Products submitted by the City in accordance with Section 3.2, which may be titled **“Purchase Order”**;
- (p) **“Parties”** means the City and the Supplier and **“Party”** means one of them or any of them, as the context requires;
- (q) **“Permitted Purpose”** has the meaning ascribed thereto in Section 7.1;
- (r) **“Products”** means the products set out in Schedule A, and, where the context requires, Products ordered or supplied hereunder;
- (s) **“Proposal”** means the Supplier’s proposal dated \_\_\_\_, submitted by the Supplier to the City in response to the RFP PS20200438;
- (t) **“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;
- (u) **“RFP”** means the City’s Request for Proposal number PS20200438 - Supply and Delivery of Municipal Castings;
- (v) **“Sales Tax”** has the meaning ascribed to such term in Section 8.1;
- (w) **“Specifications”** means, for each Product, the specifications therefor set forth in Schedule B;
- (x) **“Subcontractor”** means any person engaged by the Supplier to perform any part of the Supply;
- (y) **“Supply”** means the supply of Products by the Supplier to the City pursuant to Orders;
- (z) **“Taxes”** means all taxes, duties, imposts, levies, assessments, tariffs and other charges imposed, assessed or collected by a Competent Authority, including:
  - (i) any gross income, net income, gross receipts, business, royalty, capital, capital gains, goods and services, harmonized sales, value added, severance, stamp, franchise, occupation, premium, capital stock, sales and use, real property, land transfer, personal property, ad valorem, transfer, licence, import, customs, profits, windfall profits, environmental, carbon, emissions, pollution, payroll, employment, employer health, pension plan, anti-dumping, countervailing, or excise tax, duty, import, levy, assessment, tariff or other charge;
  - (ii) all withholdings on amounts paid to or by the relevant person;



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- (iii) all statutory remittances, employment insurance premiums and social security or pension plan contributions or premiums and Canada pension plan contributions;
- (iv) any fine, penalty, interest or addition to tax;
- (v) any tax imposed, assessed, or collected or payable pursuant to any tax-sharing agreement or any other contract relating to the sharing or payment of any such tax, levy, assessment, tariff, duty, deficiency or fee; and
- (vi) any liability for any of the foregoing as a transferee, successor, guarantor, or by contract or by operation of law.

## 1.2 Headings

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

## 1.3 Extended Meanings

In this Agreement:

- (a) words importing the singular include the plural and vice versa, words importing a gender include all genders and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations and corporations, except where the context requires otherwise;
- (b) any provision calling for "agreement" requires the relevant agreement to be recorded in writing and signed by both Parties;
- (c) the words "include", "includes", "including" and "included" shall be construed without implying limitation by the words which follow those words and without prejudice to the generality of the provisions to which such words relate, unless inconsistent with the context;
- (d) the rule of interpretation known as ejusdem generis shall not apply;
- (e) each reference to a specific statute, regulation, law or any subordinate instrument or statutory or regulatory provision shall be construed as including any legal or regulatory provision which subsequently amends or replaces the same, and shall include any and all subordinate instruments, orders, rules, regulations and bylaws made thereunder or guidelines issued in respect thereof;

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- (f) each reference to a writing means a writing that is hand-written, type-written, printed or electronically made, and which results in a permanent un-editable record; and
- (g) "control" when used to describe a relationship between one person and any other person, has the following meanings:
  - (i) a person controls a body corporate if securities of the body corporate to which are attached more than 50% of the votes that may be cast to elect directors of the body corporate are beneficially owned by the person and the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the body corporate;
  - (ii) a person controls an unincorporated entity, other than a limited partnership, if more than 50% of the ownership interests, however designated, into which the entity is divided are beneficially owned by that person and the person is able to direct the business and affairs of the entity;
  - (iii) the general partner of a limited partnership controls the limited partnership; and
  - (iv) a person who controls an entity is deemed to control any entity that is controlled, or deemed to be controlled, by the entity.

#### 1.4 Schedules

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

Schedule A	Products and Prices
Schedule B	Product Specifications
Schedule C	Drawings and Schematics

### ARTICLE 2 EFFECTIVENESS

#### 2.1 Effective Date

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

#### 2.2 Term

- (a) Unless earlier terminated pursuant to ARTICLE 6 and subject to the below Section 2.2 (b), this Agreement shall terminate on the third (3<sup>rd</sup>) anniversary of the Effective Date.
- (b) Subject to termination pursuant to ARTICLE 6, but notwithstanding Section 2.2 (a), the term of this Agreement may be extended for up two successive three (3) year periods following the third (3<sup>rd</sup>) anniversary of the Effective Date, at the option of the City, upon written notice from the City to the Supplier.

- (c) Notwithstanding the foregoing, if the City and the Supplier continue to deal with each other in respect of the subject matter of this Agreement following the expiry of this Agreement, without any additional or other written agreement in respect thereof, this Agreement shall be deemed to have been renewed on a month-to-month basis on the same terms and conditions as before the expiry of the Agreement and it may be cancelled without cause by either party on thirty (30) days' prior written notice to the other.

**ARTICLE 3**  
**SUPPLY; GENERAL TERMS**

**3.1 Supply**

- (a) During the term of effectiveness of this Agreement, the Supplier shall supply, and the City shall purchase, such quantities of Products as the City may order under Section 3.2, in accordance with this Agreement.
- (b) The Supplier shall maintain at all times sufficient inventories of the Products to meet the business plans and requirements of the City.
- (c) Without limiting the foregoing Section 3.1(a) Schedule A hereto contains a current estimate of the City's Product requirements for each of the three successive 12 month periods beginning on the Effective Date. The Supplier acknowledges such estimates and affirms its capacity to supply Products to the City in accordance therewith; although the City can offer no assurances that it shall purchase Products in accordance with such estimates.

**3.2 Orders**

- (a) The City may deliver Orders to the Supplier from time to time during the term of effectiveness of this Agreement.
- (b) Each Order shall:
- (i) be given in writing;
  - (ii) refer to this Agreement;
  - (iii) specify the Products ordered; and
  - (iv) indicated items ordered in sets are to be delivered assembled; and
  - (v) 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"), the Delivery Location for each Order must be one of:
    - (A) Manitoba Works Yard, 250 West 70<sup>th</sup> Avenue, Vancouver, BC;
    - (B) Evans Yard - 955 Evans Avenue, Vancouver, BC; or
    - (C) As specified in an Order as set out in Section 3.02(a).

### 3.3 Product and Supply Requirements

- (a) The Supplier shall manufacture, pack, transport and supply the Products (in each case to the extent applicable) in accordance with all:
  - (i) Product manufacturer recommendations and requirements;
  - (ii) generally accepted industry standards and practices; and
  - (iii) applicable Laws.
- (b) The Products supplied to the City by the Supplier under this agreement shall:
  - (i) be new;
  - (ii) conform to the Specifications;
  - (iii) be free from defects in design, material and workmanship and remain so for \_\_\_\_\_ years after Delivery; and
  - (iv) comply with all applicable Laws.
- (c) The Supplier shall ensure that the Products are properly packed and secured in such manner as to enable them to reach their destination in good condition.
- (d) The Supplier shall obtain and maintain in force at all times all Consents needed to manufacture (if applicable) and supply the Products in accordance with the terms of this Agreement.
- (e) The Supplier shall ensure that title in Products supplied by the Supplier hereunder, when such title passes to the City hereunder, shall be free and clear of Encumbrances. The Supplier shall not enter any contract that reserves ownership of Products supplied by the Supplier hereunder in favour of any third party and, at the request of the City, the Supplier must provide evidence that no such contract has been entered into.
- (f) The Supplier shall adhere to, and shall ensure that the Products and Supply conform to, the City's Supplier Code of Conduct referred to Appendix 6 of the RFP.

### 3.4 Delivery Requirements

- (a) The Supplier shall deliver the Products ordered in each Order to the applicable Delivery Location by the applicable Delivery Date. The Supplier shall not, however, deliver the Products ordered in an Order more than 10 Business Days in advance of the Delivery Date without the prior written consent of the City.
- (b) Delivery of the Products specified in an Order shall be complete on the completion of their unloading at the Delivery Location.

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- (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.
- (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.

### 3.5 Rejection of Defective Products

- (a) The City shall not be deemed to have accepted any particular Products until it has had a reasonable time to inspect them following Delivery, or, in the case of a latent defect in the Products, until a reasonable time after the latent defect has become apparent.
- (b) If any Products delivered to the City do not comply with the Specifications, or are otherwise not in conformity with the terms of this Agreement, then, without limiting any other right or remedy that the City may have, the City may at any time reject those Products and:

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- (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 20 Business Days of being requested to do so;
  - (iii) require the Supplier to repay the price of the rejected Products in full (whether or not the City has previously required the Supplier to repair or replace the rejected Products); and
  - (iv) claim damages for any other costs, expenses or losses resulting from the Supplier's delivery of Products that are not in conformity with the terms of this Agreement.
- (c) The City's rights and remedies under this Section 3.5 are in addition to the rights and remedies available to it under ARTICLE 5, ARTICLE 6 and applicable Laws.
- (d) The terms of this Agreement shall apply to any repaired or replacement Products supplied by the Supplier pursuant to Section 3.5(b).
- (e) If the Supplier fails to promptly repair or replace rejected Products in accordance with clause 3.5(b), the City may, without affecting any of its other rights hereunder, obtain substitute products from a third-party supplier, or have the rejected Products repaired by a third party, and the Supplier shall reimburse the City for the costs it incurs in doing so.

### 3.6 Risk and Title

- (a) The risk in Products delivered to the City hereunder shall pass to the City 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.

### 3.7 Certain Supplier Representations and Warranties

The Supplier represents and warrants that:

- (a) the Supplier has the full right, power, and authority to enter into this Agreement and to perform the Supply;
- (b) Supplier is a company 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;

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- (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 or a Metro West Inter-Municipal business license that applies to all of the Supply;
- (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.

### 3.8 Product Warranties

- (a) All Products provided under the Agreement as part of the Supply shall be new and fully warranted for a period of \_\_\_\_ years from the time of delivery to the City, against defects in design, manufacturing, materials, workmanship and performance, and the Supplier affirms and covenants that such warranty is, and shall be, provided by the Supplier if and to the extent it is not fully and effectively provided to the City by a third-party manufacturer of any Product.
- (b) All Products provided under the Agreement shall be non-defective and fit for their respective intended purposes, shall function correctly, as intended, and shall be safe.
- (c) All costs associated with warranty replacements or repairs shall be the responsibility of the Supplier, including repair, adjustment, and shipping costs, and replacements of Products.
- (a) If requested by the City, the Supplier shall handle and manage any claim on a manufacturer warranty for any defect in any Product.
- (d) The Supplier shall deliver to the City all such documentation as the City may require to evidence any warranty required by this Section 3.8 or to evidence the Supplier's compliance with this Section 3.8, and the Supplier shall assign all warranties, and do all other things necessary, to ensure that the City receives the full benefit of each warranty or other covenant set forth in this Section 3.8.

### 3.9 No Exclusivity

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

### 3.10 Absence of Conflicts of Interest

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

## ARTICLE 4 PAYMENT

### 4.1 Payment to the Supplier

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

### 4.2 Content of Invoices

- (a) Each of the Supplier's invoices shall set out, at a minimum (and in such form or format as required by the City):
  - (i) the relevant Order number;
  - (ii) the invoice date;
  - (iii) an itemized list of the amounts owing and details of any applicable taxes;



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- (iv) a description of the Products to which the invoice relates; and
  - (v) the total amount payable under the invoice; and
  - (vi) such other information as the City may require from time to time.
- (b) Any terms or conditions proposed by the Supplier to govern the Supply that are contained in any invoice (or in any shipping document, packing list or similar document) are void and of no effect, notwithstanding any statement in such document concerning the means by which the City may accept or be deemed to accept such terms or conditions.

#### 4.3 Procedure for Invoices

- (a) The Supplier shall address each of its invoices to the City, Attention: Accounts Payable, and email it to [APInvoice@vancouver.ca](mailto:APInvoice@vancouver.ca), or to such other address as is specified in the relevant Order. The City shall thereafter pay the invoice within 30 days, provided the other requirements of this Agreement have been satisfied and subject to the other provisions hereof.
- (b) The City shall not be liable for any interest on any invoice amount in respect of any period for any reason.
- (c) The City expects to make payments by electronic funds transfer and the Supplier shall provide banking information to the City to enable it to do so.

#### 4.4 Currency of Payment

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

#### 4.5 Set Off

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

### ARTICLE 5 LIABILITY AND INSURANCE

#### 5.1 Indemnification by the Supplier

- (a) The Supplier shall indemnify and keep indemnified and hold the City, the Other City Entities and their respective officials, officers, employees and agents harmless against all losses, liabilities, claims, demands, costs and expenses

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(including legal fees), fines, penalties or charges (including those imposed by statute or otherwise imposed), arising out of, in connection with or consisting of:

- (i) any loss or damage arising from a claim by any third party concerning or arising out of the Supply or the use of the Products, to the extent that such claim arises out of any negligence, wilful misconduct or failure to adhere to this Agreement by the Supplier or any of its Representatives;
  - (ii) any occupational illness, injury or death of any person, which occurs during, or as a result of, the Supply or the use of the Products, to the extent that such illness, injury or death is attributable to the acts or omissions of the Supplier or any of its Representatives or is attributable to a Product attribute, feature, defect or failure;
  - (iii) any other failure by the Supplier to fully comply with the provisions of this Agreement;
  - (iv) any defect in any of the Products or any failure of any Product or any failure of any Product to meet reasonable safety standards or applicable safety requirements;
  - (v) a breach by the Supplier or any Subcontractor of any Law in the course of, or as a result of, the provision of the Supply;
  - (vi) any actual or alleged infringement of any Intellectual Property Rights caused by the Supply or the use of the Products, and
  - (vii) any breach of the warranties of the Supplier contained herein.
- (b) Nothing in this Section 5.1 or otherwise in this Agreement shall limit or exclude any direct liability (whether in contract, tort, for breach of statutory duty or any other legal basis) of the Supplier to any person.
- (c) The Supplier appoints the City as the trustee of the Other City Entities and of their and the City's officials, officers, employees and agents in relation to the covenants of indemnification of the Supplier contained in this Section 5.1 and the City accepts such appointment.

## 5.2 Insurance

- (a) The Supplier shall take out and maintain in force during the term of this Agreement, at its own cost, commercial general liability insurance with coverage of not less than \$5,000,000 per occurrence and at least \$5,000,000 of annual aggregate or other such amounts the City may approve from time to time, protecting the Supplier and Supplier's personnel against all claims for bodily injury including death, personal injury, advertising liability, completed operations, product liability, or property damage or loss arising out of the operations of the Supplier or the actions of the Supplier or Supplier's personnel. The policy must:

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- (i) name the City and the City's officials, employees and agents as additional insureds;
  - (ii) include a cross-liability or severability of interest clause or endorsement in favour of the City;
  - (iii) include blanket contractual liability coverage; and
  - (iv) include non-owned auto liability coverage.
- (b) The Supplier shall purchase and maintain during the entire term of this Agreement, at its own cost, automobile liability insurance on all licensed vehicle owned or leased to the Supplier with a limit of not less than \$5,000,000 per occurrence or other such amount as the City may approve from time to time protecting against damages arising from bodily injury including death, and from claims for property damage arising from the operations of the Supplier or the Supplier's personnel.
- (c) All required insurance policies specified in Sections 5.2(a) and 5.2(b) must remain in full force and effect at all times until completion of the Supply or earlier cancellation of this Agreement, and for a period of not less than two years thereafter, and must:
- (i) be obtained from and issued by insurers authorized to carry on business within British Columbia, on terms satisfactory to the City, acting reasonably;
  - (ii) be primary insurance with respect to all claims arising out of the Supplier, and any insurance or self-insurance maintained by the City will be in excess of this insurance and will not contribute to such policies; and
  - (iii) contain a provision that such insurance coverage will not be cancelled or endorsed to reduce the limits of liability without the insurer or their authorized representative giving the City at least 30 days' written notice by registered mail. Should the policy be endorsed to restrict coverage midterm, written notice of such restriction will be sent by registered mail to the City no later than the effective date change; the exception is cancellation for non-payment of premium in which case the applicable statutory conditions will apply.
- (d) 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.
- (e) The Supplier and any Subcontractors will purchase and maintain, at its own cost, any additional insurance which it is required by law, or other lines of insurance coverages, endorsements or increased limits of insurance as deemed necessary by the City and as a reasonable and prudent distributor, vendor, manufacturer or similar supplier would require to protect their performance of Supply or their operations.

- (f) As a condition precedent to any payment from the City to the Supplier under this Agreement, the Supplier shall provide evidence of all required insurance to be taken out in the form of one or more certificate(s) of insurance. The certificate(s) of insurance will identify the Agreement title, Agreement number, policy holder, description of work, insurer name, insurer policy number, insurer policy period, and insurer limits. Proof of insurance, in the form of such certificate(s) of insurance (or copies of the policy(ies) themselves, if requested), will be made available to the City at any time during the performance of the Supply immediately upon request.
- (g) The Supplier's liabilities under this Agreement shall not be deemed to be released or limited by the Supplier taking out the insurance policies referred to in Section 5.2.
- (h) The cost of the insurances arising under this Section 5.2 shall be deemed to be incorporated into the prices specified in Schedule A.

**ARTICLE 6  
FORCE MAJEURE; TERMINATION**

**6.1 Force Majeure**

- (a) No Party shall be deemed to be in breach of this Agreement or otherwise liable to another Party in any manner whatsoever for any failure or delay in performing its obligations under this Agreement reasonably due to Force Majeure.
- (b) If either Party's performance of its obligations under this Agreement is affected by an event of Force Majeure, then:
  - (i) it shall give written notice to the other Parties, specifying the nature and extent of the event of Force Majeure, as soon as reasonably practicable after becoming aware of the event of Force Majeure;
  - (ii) performance of such obligation(s) shall be deemed suspended but only for a period equal to the delay reasonably caused by such event;
  - (iii) it shall not be entitled to payment from any of the other Parties in respect of extra costs and expenses incurred as a result of the event of Force Majeure; and
  - (iv) it shall use all reasonable diligence to mitigate the cause and the result of the event of Force Majeure and to remedy the situation and resume its obligations under this Agreement.
- (c) Notwithstanding the obligations of a Party affected by an event of Force Majeure pursuant to Section (b), if the event of Force Majeure renders it impossible or impractical for the Supplier to provide the Supply in accordance with this Agreement for a period of at least 30 days, the City may terminate this Agreement upon notice delivered to the Supplier at any time following the expiration of such period of 30 days.

## 6.2 Purchaser Termination Rights

The City shall have the following rights:

- (a) The City may terminate this Agreement at any time (and for its convenience) upon 30 days' written notice to the Supplier.
- (b) If the City reasonably considers that the Supplier is not discharging any of its material obligations under this Agreement, the City may inform the Supplier by notice stating the grounds for the notice. If evidence of remediation satisfactory to the City, is not received as soon as practicable or in any case within 30 days or such longer period as agreed by the Parties, the City may by a further notice to the Supplier of at least 30 days terminate this Agreement.
- (c) The City may terminate this Agreement with immediate effect if the Supplier becomes bankrupt or insolvent, goes into liquidation, has a receiver or administrator appointed over it or any of its assets of undertaking, enters into any arrangement for the benefit of its creditors, becomes the subject of any moratorium or carries on business under a receiver, trustee, manager or arrangement for the benefit of its creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events.

## 6.3 Supplier Termination Rights

After giving at least 30 days' written notice to the City, the Supplier may terminate this Agreement when:

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

## 6.4 Consequences of Termination

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

ARTICLE 7  
RIGHTS AND OBLIGATIONS CONCERNING INFORMATION

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

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

**7.2 No Promotion**

The Supplier shall not disclose or promote its relationship with the City, including by means of any oral declarations, announcements, sales literature, letters, client lists, press releases, brochures or other written materials, without, in each case, the express prior written consent of the City. The Supplier shall not use the City's logo or any of the City's official marks without the express prior written consent of the City.

**7.3 Confidentiality Obligation**

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

**7.4 Disclosure to Representatives**

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

**7.5 Disclosures Required by Law**

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

**7.6 Other Disclosures by the City**

The City's obligations under this ARTICLE 7 are wholly subject to and qualified by, the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia) and, notwithstanding any other provision of this ARTICLE 7, the City may disclose

Confidential Information in any manner compliant with such statute or otherwise in furtherance of its public role or duties, including in the course of publicly reporting to the Vancouver City Council.

## ARTICLE 8 TAXES

### 8.1 Taxes for Own Accounts

Unless otherwise expressly stated in this ARTICLE 8, any Taxes becoming due and payable by either Party pursuant to any applicable Laws by either Party as a result of the entering into, the performance of obligations under or the taking of payment pursuant to this Agreement, shall be for the account of that Party, and for greater certainty the prices set forth in Schedule A include all such Taxes except for applicable Taxes arising under all sales, excise and value added tax legislation (including, without limitation, the *Excise Tax Act* (Canada) and similar Canadian provincial legislation) (collectively, "Sales Tax") as a result of the sale of the Supply within Canada hereunder, unless it is clearly stated that they are intended to be Sales Tax-inclusive.

### 8.2 Withholding Taxes

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

**ARTICLE 9  
DISPUTE RESOLUTION**

**9.1 Optional Procedure**

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

**9.2 Arbitration**

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

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

**ARTICLE 10  
MISCELLANEOUS**

**10.1 Assignment**

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

**10.2 Subcontracting**

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

- (a) the engagement of such Subcontractor has been previously specifically approved by the City in writing;



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

### 10.3 Time of the Essence

Time is of the essence of this Agreement.

### 10.4 Costs

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

### 10.5 Benefit of this Agreement

- (a) This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties hereto.
- (b) Except as expressly set forth in the foregoing Section 10.5(a) or Section 5.1, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Supplier.

### 10.6 Entire Agreement

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

### 10.7 Amendments and Waiver

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

### 10.8 Notices

- (a) Any Order, demand, notice or other similar communication to be given to a Party in connection with this Agreement must be given in writing and shall be deemed to be validly given if given by personal delivery to an authorized agent of a Party, or delivered by registered mail, by courier or by electronic

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transmission (with delivery confirmation or an email reply effectively acknowledging delivery), addressed to a Party as follows:

- (i) if to the Supplier:

**Supplier**  
address

Attention:  
Email:

- (ii) if to the City:

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

Attention:  
Email:

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

- (b) Any Order, demand, notice or other communication given (and, in the case of electronic transmission, confirmed or acknowledged) in accordance with Section 10.8(a) 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 or courier, on the Business Day following confirmation by the postal service or the courier that the notice has been delivered; and
- (iii) if given by electronic transmission, on the day of transmittal thereof if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day.

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

#### 10.9 Governing Law and Jurisdiction

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

#### 10.10 Further Assurances

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

#### 10.11 Severance

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

[The remainder of this page is intentionally left blank.]

**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.

**10.14 Voluntary Agreement**

THE SUPPLIER ACKNOWLEDGES AND DECLARES THAT IT HAS CAREFULLY CONSIDERED AND UNDERSTOOD THE TERMS OF THIS AGREEMENT, THAT IT HAS EITHER CONSULTED LEGAL COUNSEL OR WAIVED THE RIGHT TO DO SO, AND THAT IT IS EXECUTING THIS AGREEMENT VOLUNTARILY.

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**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Signature

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

**CITY OF VANCOUVER**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Signature

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

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SCHEDULE A -  
PRODUCTS AND PRICES

- 1.0 Prices are in Canadian currency.
- 2.0 The annual quantity stated below is the City's best estimate of its requirements. Actual quantities may vary.
- 3.0 Prices are fixed for the full term of the contract.
- 4.0 Prices are to be inclusive of all Taxes, except where expressly requested.
- 5.0 Prices are DDP, destination (Incoterms, 2010). For the avoidance of doubt, freight, insurance, unloading at the destination designated by the City, import duties, brokerage, royalties, handling, overhead, profit and all other similar costs are included in the prices.

ITEM	PRICE/UNIT

Include here price escalation or adjustment formulas (e.g. for inflation, exchange rate changes, etc.)

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

SCHEDULE B -  
PRODUCT SPECIFICATIONS

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

ITEM	SPECIFICATIONS

SAMPLE