



REQUEST FOR QUOTATION

Supply and Delivery of Tipping Floor and Pit Repair Materials

RFQ No. PS20201009

Issue Date: September 4, 2020

Issued by: City of Vancouver (the "City")

IN RESPECT OF

Supply and Delivery of Tipping Floor and Pit Repair Materials

Quotations are to be submitted by email in accordance with the instructions below and should be received prior to 3:00 p.m., Vancouver Time (as defined in Note 2 below), on Tuesday, September 29, 2020 (the “Closing Time”).

QUOTATIONS WILL NOT BE PUBLICLY OPENED.

NOTES:

1. Quotations should be submitted by email prior to the Closing Time in accordance with the following:
 - Subject of the file to be: PS# - Vendor name.
 - Document format for submissions:
 - PDF format – 1 combined PDF file.
 - Zip the files to reduce file size if needed.
 - Send your submissions to bids@vancouver.ca; do not deliver a physical copy to the City of Vancouver.
 - If you did not receive an automated email within few minutes, check your junk folder first, and then contact purchasing@vancouver.ca.
 - Submitting the files via Drop box, FTP, or any other method, is not acceptable.
2. “Vancouver Time” will be conclusively deemed to be time in the City of Vancouver, as indicated in the electronic timestamp the Quotation 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. All queries related to this RFQ should be submitted in writing to the attention of:

Megs Gatus

Email: [magdalena.gatus@vancouver.ca](mailto:magdalenagatus@vancouver.ca)

(the “Contact Person”)

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SUPPLY AND DELIVERY OF TIPPING FLOOR AND PIT REPAIRS MATERIALS

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INSTRUCTION TO VENDORS

INSTRUCTIONS TO VENDOR

1.0 INTRODUCTION AND SUBMISSION INSTRUCTIONS

- 1.1 The City of Vancouver (the “City”) is seeking quotations to determine if it will enter into one or more contracts in respect to Supply and Delivery of Tipping Floor and Pit Repair Materials for Vancouver South Transfer Station.
- 1.2 The City will offer an initial three (3) year contract with an option to renew for three (3) successive one year periods upon approval from the City’s authorized representative.
- 1.3 Vendors should carefully review Appendix 1 – Requirements for a detailed description of the City’s requirements.
- 1.4 **THIS IS NOT AN INVITATION TO TENDER. VENDORS ARE NOT REQUIRED TO SUBMIT IRREVOCABLE OFFERS.**
- 1.5 Vendors should carefully review the City’s intended form of agreement attached as Appendix 3.
- 1.6 Vendors should submit quotations via email in accordance with the above submission instructions and in the format provided. Failure to do so may result in the quotation being put aside and given no further consideration. Failure to complete all fields in the quotation form may result in the vendor’s quotation being set aside and given no further consideration.
- 1.7 If a vendor believes that the City may be unable to select it due to a conflict of interest, but is uncertain about this, the vendor is urged to contact the Contact Person as soon as possible with the relevant information so that the City may advise the vendor regarding the matter.

2.0 COMPLIANCE WITH CITY POLICY

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

INSTRUCTION TO VENDORS

3.0 INQUIRIES

- 3.1 It is the responsibility of each vendor to satisfy itself as to the requirements set out in this RFQ. Inquiries are to be addressed only to the contact person named on the cover page of this RFQ no later than three (3) business days prior to Closing Time. If required, an addendum will be issued to all vendors.

4.0 PRICING

- 4.1 Prices quoted are to be inclusive of provincial sales tax payable by the City under the *Provincial Sales Tax Act* (“**PST**”), but exclusive of any tax calculated upon such prices under the federal *Excise Tax Act* (“**GST**”), where applicable, except where expressly requested to the contrary.
- 4.2 Each vendor should indicate any time limitation on its pricing. The City expects that, if it purchases goods or services as a result of responses to this RFQ, pricing would be fixed during the term of the contract; therefore, each vendor should indicate whether or not its pricing will remain in effect throughout that period.
- 4.3 Each vendor should indicate discounted price when ordering multiple units of the same design.
- 4.4 Prices are to include the taxes required to be included under Section 4.1 above as well as all fees, charges, overhead, profit and other expenses or costs of any kind whatsoever necessary for or incidental to the supply and delivery of the specified item or the performance of the applicable services.
- 4.5 Prices are to be quoted in Canadian currency.

5.0 ADDRESS(ES) FOR DELIVERIES OR WORK

- 5.1 Any successful vendor of goods may be asked to deliver goods to 377 West Kent Ave North, in Vancouver, BC.

6.0 DELIVERY TIMES OR WORK SCHEDULES

- 6.1 Vendors are asked to state in their quotations the time(s) required from the placement of an order to delivery of goods or completion of work. Any contract as a result of the RFQ is on an as need arises during the term of the contract.
- 6.2 Delivery time 7:00AM – 6:00PM Monday – Friday
Contact person is Kulwinderjit Jhajj at 604 326-4606 or 604-603-2295.

7.0 QUANTITIES

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

INSTRUCTION TO VENDORS

8.0 TERMS OF PAYMENT

- 8.1 The City's standard payment terms are "net thirty (30) days" after receipt and approval of an invoice; however, any discounts or more favourable (or less favourable) terms which may be offered by a vendor will be taken into consideration in evaluating quotations.
- 8.2 Canadian-based vendors will be required to accept payment via Electronic Funds Transfer (except for one-time only payments). United States based vendors will be paid via cheque and international vendors will be paid via wire transfer.

9.0 CONTRACTING

- 9.1 The City currently expects that the result of this RFQ will be that it will contact a successful vendor to propose the entry into a contract in the form of Appendix 3.
- 9.2 The City may elect not to buy anything or enter into any contract as a result of this RFQ. The City may elect to enter into a contract or place an order resulting from this RFQ with one vendor or more than one vendor. The City is not obligated to enter into an exclusive arrangement with any vendor or to purchase any quantity of goods or services.
- 9.3 Where the head office of a successful vendor is located within the City of Vancouver and/or where a successful vendor is required to perform services at a site located within the City of Vancouver, the successful vendor is required to have a valid City of Vancouver business license (or, if available, a Metro West Inter-municipal Business License).

10.0 ALTERNATIVES / DEVIATIONS

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

11.0 EVALUATION CRITERIA

- 11.1 Quotations will be evaluated to determine which are likely to offer the overall best value to the City. The City expects to place the greatest emphasis on price; however, the City may take into account other factors affecting value, including those concerning quality, service or sustainability, or vendors' past work, reputations or experience. Therefore, the City may accept a quotation other than the lowest quotation.
- 11.2 The City may elect to not accept any quotation, and may terminate or amend this RFQ at anytime.
- 11.3 The City may discuss or negotiate variations from the scope of the RFQ or changes to the scope of goods/services to be offered by a vendor or the pricing therefor, with any one or more of the vendors responding to the RFQ without having any duty or obligation to advise other vendors or to allow other vendors to vary their quotations as a result of such discussions or negotiations.

12.0 NO CLAIMS AGAINST THE CITY

- 12.1 In submitting a quotation, the vendor acknowledges and agrees that:

INSTRUCTION TO VENDORS

- (a) this RFQ is in no way whatsoever an offer to enter into a supply agreement or an agreement imposing any duty of fairness on the City;
- (b) submission of a quotation does not in any way whatsoever create any obligation on the part of the City to treat the vendor's or any other vendor's quotation in any particular manner or undertake this RFQ process in any particular manner (except as expressly stated in Section 12.1(c));
- (c) subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act (British Columbia)* and the City's right to publicly disclose information about or from any quotation, including without limitation names and prices, in the course of publicly reporting to the Vancouver City Council about the RFQ, the City will treat each quotation (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information; and
- (d) the City will not be responsible for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred or alleged to be incurred by the vendor in relation to its submission of a quotation, except under the preceding Section 12.1(c).

13.0 CONFLICTS/COLLUSION/LOBBYING

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

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

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

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

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

INSTRUCTION TO VENDORS

- 13.4 Each vendor is required to disclose whether the vendor is competing for purposes of the RFQ with any entity with which it is legally or financially associated or affiliated. Each vendor must also disclose whether it is cooperating in any manner in relation to the RFQ with any other vendor responding to the RFQ. The City will evaluate each matter disclosed to determine whether and to what extent the vendor can be given consideration in the RFQ in light of the particular matter.
- 13.5 Each vendor is required to disclose whether it or any officer, director, shareholder, partner, employee or agent of the vendor or any of its proposed subcontractors: (1) is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America; or (2) has engaged in any form of political or other lobbying whatsoever with respect to the RFQ or sought, other than through the submission of its quotation, to influence the outcome of the RFQ process. The City will evaluate each matter disclosed to determine whether and to what extent the vendor can be given consideration in the RFQ in light of the particular matter.

14.0 INSURANCE AND WORKERS' COMPENSATION COVERAGE

- 14.1 Each vendor must complete, sign and attach to its quotation the insurance form(s) included as Appendix 4.
- 14.2 In addition, each vendor must include with its quotation a letter confirming its current WorkSafeBC registration.

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QUOTATION FORM

ATTENTION: Megs Gatus, Buyer

FROM: _____ (Company Name)
 _____ (Contact Name)

SUBJECT: REQUEST FOR QUOTATIONS NO. PS20201009 – Supply and Delivery of Tipping Floor and Pit Repair Materials (“RFQ”)

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

1.0 TABLE OF PRICES (must be in accordance with the scope set out in the RFQ)

Item	Description	Unit price	Unit of Measurement	Quantity	Sub-total
1.	Supply and delivery of Tipping Floor Materials (concrete, bonding agent & curing agent) in accordance with the specifications set out in the Appendix 1 of the RFQ. Concrete will be applied at 25mm thickness.	\$ _____	m2	104	\$ _____
2.	Supply and delivery of Pit Materials (concrete, bonding agent & curing agent) in accordance with the specifications set out in the Appendix 1 of the RFQ. Concrete will be applied at 25mm thickness.	\$ _____	m2	85.6	\$ _____
3.	Delivery Charge	\$ _____			\$ _____
TOTAL:					\$ _____
(GST and PST, where applicable, should not be included in prices)					\$ _____

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2.0 DEVIATIONS, ALTERNATIVES AND ADDITIONAL GOODS OR SERVICES

Are there goods or services with deviations, or alternative or additional goods or services suggested by the vendor? If yes, please complete the table provided or provide a separate sheet:

Item	Description	Unit of Measurement	Unit Price
1.	Alternative goods _____ meets the specifications set out in the Appendix 1 of the RFQ.	m^2	\$ _____
2.	Alternative goods _____ meets the specifications set out in the Appendix 1 of the RFQ.	m^2	\$ _____

GST and PST, where applicable, should not be included in prices. Delivery costs should be included in prices. Details refer to Section 4.0 of Introduction to Vendors.

3.0 TIME LIMITATIONS ON PRICING:

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

4.0 TIMES AND SCHEDULING

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

5.0 ENVIRONMENTAL AND SOCIAL SUSTAINABILITY

(Please indicate information concerning the environmental sustainability of the goods or services offered with regards to Healthy Ecosystems (minimizing pollution/toxicity, conserving natural resources, and regenerating ecological; local food; clean water /

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water consumption), Zero Waste (reducing and/or diverting), Zero Carbon (reducing/eliminating greenhouse gases), including an explanation of any on-going efforts or plans that the vendors has, or steps that it has taken in the past to improve energy efficiency and / or minimise production of “greenhouse gas” emissions.)

(Please indicate information concerning the social sustainability of the goods or services offered with regards to advancing inclusion, reconciliation, equity and diversity by increasing economic opportunities for equity seeking populations (including but not limited to non-profits/coops, women, Indigenous persons, people with disabilities, LGBTQ+), including an explanation of any on-going efforts or plans the vendor has, or steps that it has taken in the past, to contribute to City goals & strategies of advancing inclusion, reconciliation, equity and diversity and / or to your organization’s efforts to promote workforce diversity for underemployed, unemployed, under-represented populations (including but not limited to women, Indigenous People, newcomers/immigrants, visible minorities, People with Disabilities, and LGBTQ+ people).)

In the space below, indicate the vendor’s company profile with regards to social value and economic inclusion including social/environmental 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 LGBTQ+ people).

<p>Majority owned/controlled/ by:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Women <input type="checkbox"/> Indigenous Peoples <input type="checkbox"/> Non-Profit/Charity (Social Enterprise) <input type="checkbox"/> Coop <input type="checkbox"/> Community Contribution Corporation (3C/CCC) <input type="checkbox"/> Ethno-cultural Persons <input type="checkbox"/> People with Disabilities <input type="checkbox"/> LGBTQ+ <input type="checkbox"/> Other: please indicate 	<p>Social / Environmental Certifications</p> <ul style="list-style-type: none"> <input type="checkbox"/> BCorp <input type="checkbox"/> BuySocial <input type="checkbox"/> Supplier Diversity Certification <input type="checkbox"/> Fairtrade <input type="checkbox"/> Green Business Certification (ie. LEED, ClimateSmart) <input type="checkbox"/> Other: please indicate
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QUOTATION FORM

6.0 SUPPLIER AND WORKPLACE DIVERSITY

Please note that the Supplier and Workplace Diversity questions in this Section 6.0 are optional and will not form part of the evaluation of this RFQ. Vendors' answers to the following questions are for information gathering purposes only and will be kept confidential in accordance with the Legal Terms and Conditions of this RFQ.

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 non-profit, cooperative, Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ+ people). *Confidential & for information only*

Workforce Diversity:

- % Women
- % Indigenous Peoples
- % Ethno-cultural People
- % People with Disabilities
- % LGBTQ+
- % Other: please indicate

7.0 TERMS OF PAYMENT

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

8.0 CONFLICTS/COLLUSION/LOBBYING

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

9.0 OTHER INFORMATION

(Please set forth in this Section 9.0 all other details requested or required by the RFQ, or which the vendor wishes to include as part of its offer. Among other things, note here any proposed deviations from Appendix 3 - Sample Form of Agreement. Add additional pages as necessary.)

QUOTATION FORM

10.0 TERMS AND CONDITIONS

The vendor should print, sign and scan this form for submission to the city via email in accordance with the instructions for submission provided above. By signing this form, the vendor acknowledges that: (a) it has read, understands and agrees to the terms and conditions set out in the RFQ's Instructions to Vendors (except as noted above); (b) it has read and understands the information in Appendix 1 and Appendix 3 of the RFQ; (c) it has noted herein any deviations from the requirements of Appendix 1 of the RFQ; and (d) it has completed, executed and attached hereto the forms set out in Appendix 2 **and Appendix 3** of the RFQ, **as well as having attached a letter from WorkSafeBC confirming the vendor's current registration.**

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

Company Name: _____

Signature of Authorized Signing
Officer: _____

Date: _____

Name of Authorized Signing Officer: _____

Title of Authorized Signing Officer: _____

REQUEST FOR QUOTATIONS NO. PS20201009
SUPPLY AND DELIVERY OF TIPPING FLOOR AND PIT REPAIR MATERIALS

APPENDIX 1 – REQUIRMENTS

1.0 Introduction

- 1.1 The City of Vancouver (“City”) Transfer and Landfill Operations (“TLO”) is seeking a supplier to supply and deliver Commercial and Residential Tipping Floor and Pit Repair Materials for Vancouver South Transfer Station (VSTS). Refer to section 10 for the drawings and section 11 for the photographs. The supply of materials is necessary for repairs of VSTS and allows the City to continue to operate the VSTS.
- 1.2 The City will offer an initial three year contract with an option to renew for another two succeeding one year period. During the period of the contract, the supply will be on an as need base arises.
- 1.3 The contractor must have at least three years-experience in the field of concrete materials.

2.0 Background

- 2.1 City’s Vancouver South Transfer Station (VSTS) located at 377 West Kent Avenue North Vancouver, is for commercial and residential customers to dispose of garbage, and to drop off select recyclable materials.
- 2.2 There is a need for these materials because the tipping floor topping has worn out due to operations or some of the original concrete has worn down due to operations. The operations on the tipping floors include the scraping with a loader and pushing of dumped materials into the pit.
- 2.3 The tipping floors and pit inside the main building are the most used areas and hence they require frequent repairs.
- 2.4 The VSTS and ZWC are shown in the figure below:



APPENDIX 1 - REQUIREMENTS

3.0 Summary of Requirement

3.1 The City requires key materials for the Transfer Station Tipping Floor and Pit Repairs project. These materials are quite specialized and have long lead times. The materials will be brand new and have a shelf life of at least one year and a warranty for at least one year.

4.0 Work Scope

4.1 The contractor will be required to supply and deliver tipping floor and pit repair materials, and appropriate bonding and curing agent. Refer to section 5.0 for complete specifications. The materials that will be delivered will be dry. The mixing and installation will be done by others.

4.2 The concrete must be especially hard and wear resistant to deal with the severe duty conditions.

4.3 The areas of use will experience vehicle traffic, heavy equipment traffic, material dumping, Municipal Solid Waste (MSW), demolition waste, food waste, and equipment pushing with wheel loader, backhoe/loader, skid steer, and bulldozer. Some of the equipment has steel cutting edges.

5.0 Product Specifications

- The Tipping Floor Materials should be Euclid Euco Floor 404 or equivalent and compatible bonding and curing agents in sufficient quantity for 104m² at 25mm (10% extra has already been applied to the area so do not apply any extra factors). Note that tipping floor has a grade of up to 2% and the material must be able to be placed at such a grade (i.e. cannot be self-levelling);
- The Pit Materials should be Euclid Super Euco Top or equivalent and compatible bonding and curing agents in sufficient quantity for 85.6m² at 25mm (10% extra has already been applied to the area so do not apply any extra factors). Note that pit has a grade of 10% and the material must be able to be placed at such a grade;
- Both materials should have:
 - Compressive strength of at least 30 MPa at 1 day, 45 MPa at 7 days, and 80 MPa at 28 days as per ASTM C 109 50mm cubes or equivalent;
 - Flexural strength of at least 10 MPa at 28 days as per ASTM C 78 or equivalent;
 - Abrasion resistance to be at least eight times that of plain, cured concrete, approximately 0.018" of wear or less in an hour as per ASTM C 779, Procedure A or equivalent;
 - Appearance to be similar to that of regular concrete;

APPENDIX 1 - REQUIREMENTS

- Ambient temperature of 7°C to 25°C;
- Surface grade requirements – on grades anywhere from 0% to 2% for tipping floor materials and 0% to 10% for pit materials;
- To be applied in varying type of thickness (i.e. non constant thickness application required for drainage to work properly);
- Return to service time within 48 hours or sooner;
- All products must be able to be disposed of in a landfill (i.e. if there are some unused materials, or if old topping needs to be ground down and the grindings disposed). Specifically, the materials must not be considered hazardous wastes;
- Materials are to come in bulk bags of approximately 3000 lbs except quantities that are smaller than a full bulk bag can come in regular bags to make up the necessary order, bonding agent to come in small containers like gallons for easy handling;
- Prefer yellow pigment colour;
- Material can contain iron, emery or other aggregate if necessary; and
- Include delivery charges to the Vancouver South Transfer Station (377 W Kent, Vancouver, BC)

6.0 City Provided

Equipment is to be provided by the City

- Forklift is available on site for unloading purposes
- The City (or a contractor working for the City) will mix the products, and will apply the products to the manufacturer's specifications

Access and support from City Transfer and Landfill Operation and Vancouver South Transfer Station personnel.

7.0 Deliverables

The list of deliverables provided below must meet the required delivery date.

- a) The supply shall be delivered within eight weeks from the issuance of purchase order on pallets generally.

APPENDIX 1 - REQUIREMENTS

- b) Documentation including MSDS, warranty, manufacturer specifications and recommended applications, including:
- Compressive strength for 1 day, 3 days, 7 days and 28 days;
 - Flexural strength;
 - Abrasion resistance;
 - Colour and appearance;
 - Coverage rate for 20mm, 25mm and 30mm;
 - Ambient temperature requirements;
 - Surface roughness requirements;
 - Surface grade requirements;
 - Mixing directions;
 - Application guidelines;
 - Finishing instructions;
 - Curing guidelines; and
 - Return to service time
 - Maximum application grade or slope

8.0 Acceptance Criteria

Criteria to be used in accepting the work and deliverables must meet the following:

- materials specifications as per specifications specified in section 5.0
- delivery schedule specified in Section 7(a)
- complete documentation specified in section 7(b)

Contractor to indicate:

- packaging, what types of product container come in (i.e. bulk bags, small bags, weight etc), City needs to know this because City needs to organize the necessary handling equipment such as cranes, forklifts, etc
- whether unused left over products or old products that are being removed can be disposed of in a landfill under existing regulations
- Whether any of the products are considered to be hazardous wastes

9.0 Schedule

RFQ Closing	September 29, 2020
Contract Award	A week after RFQ Closing Date
First Delivery	Eight weeks after the contract is executed

APPENDIX 1 - REQUIREMENTS

10.0 Attachments (Drawings)

- a) Drawing 1 - Commercial Side Tipping Floor Repair
- b) Drawing 2 - Middle Repair and Top Rails Sacrificial Top Up

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APPENDIX 1 – REQUIRMENTS

11. PHOTOGRAPHS

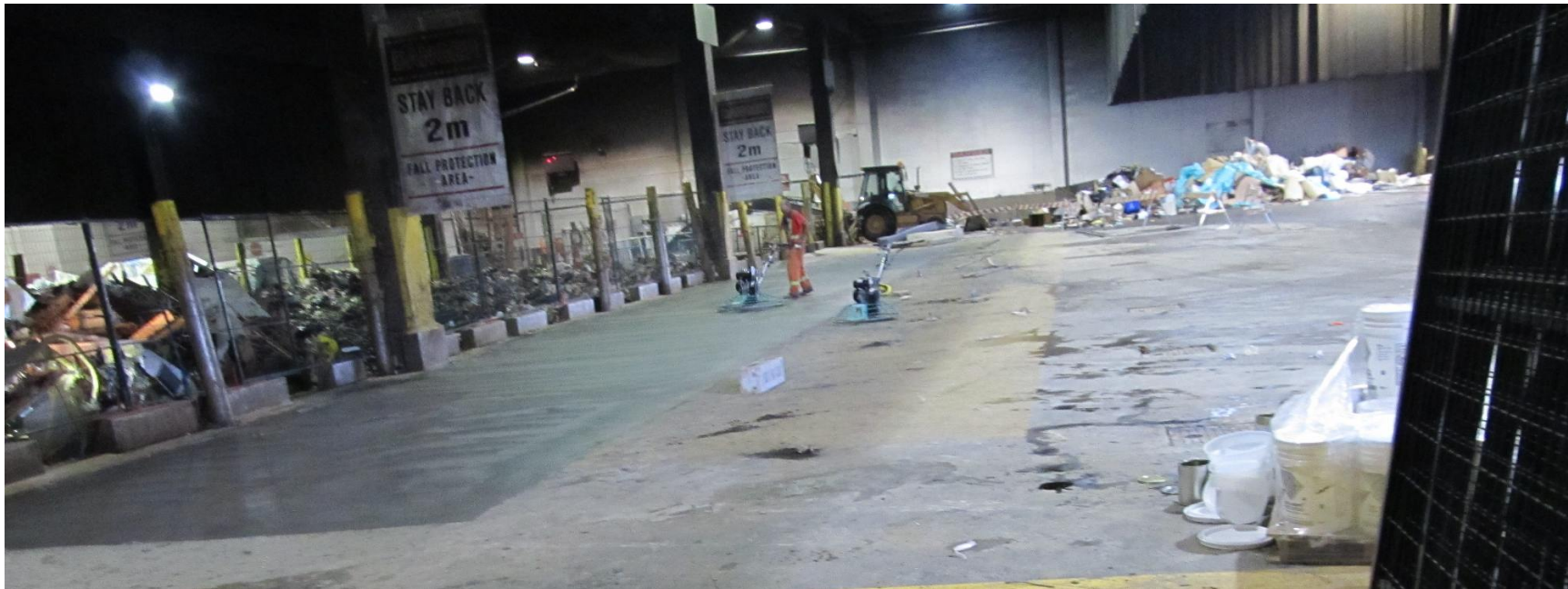


Figure 1. Commercial Side Tipping Floor

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APPENDIX 1 - REQUIREMENTS



Figure 2. Residential Side Tipping Floor

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APPENDIX 1 - REQUIREMENTS



Figure 3. Pit Rail Section

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APPENDIX 1 – DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

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

The City of Vancouver expects each supplier of goods and services to the City to comply with the supplier performance standards set out in the City's Supplier Code of Conduct (SCC) <<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 authorised signatory of each proposed vendor must complete the following declaration and include this declaration with its submission:

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

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

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

Signature: _____

Name and Title: _____

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APPENDIX 3 - FORM OF AGREEMENT



SUPPLY CONTRACT

REFERENCES: PS20201009

City of Vancouver (the "City")

having the following address:
453 West 12th Avenue
Vancouver, British Columbia, Canada
V5Y 1V4

Tel Number: [phone number of project manager]
Email: [email address of the project manager]

Name of City Project Manager: []

AND: <[legal name of other party]> (the "Contractor")

having the following address:

[address of other party]

Tel Number: [phone number]
Email: [email address]

This contract for goods and services is comprised of this cover page, the following parts A, B, C, D and E, the attached Supply Contract Terms and Conditions, and any other attachments, schedules, appendices or annexes expressly referred to in the aforementioned parts A, B, C, D and E, and the signature blocks following Part F below. By signing below, the City and the Contractor hereby agree to be bound by the terms of this contract.

PART A - SUPPLY AND DELIVERY OF TIPPING FLOOR AND PIT REPAIR MATERIALS

[Note: Describe in detail what the goods and services are, where they will be performed, who will be performing them, etc. Whenever necessary, supplement with a Schedule A further describing the goods and services, as well as a delivery/performance schedule, milestones, etc.]

The Supply is further described in Schedule A.

Start date for the Supply: <[]> (the "Start Date")

The Contractor agrees to complete the Supply by: <[]>

PART B - FEES AND EXPENSES:

Fees: <[description]>
[Insert description of fees and state which taxes will be charged in addition to the fees and/or which taxes are included in the fees.]

Expenses: [Tick applicable ONE; tick one.]
 Reimbursable by the City but only in accordance with this Contract (see the Supply Contract Terms and Conditions); or
 Not reimbursable (included in fees)

Maximum Amount of Fees and Expenses (the "Maximum Amount"):
<[description]>
[Insert description of cap and state which taxes will be charged on top of the cap and/or which taxes are to be included in the cap.]

The fees and expenses are further described in Schedule B.
[Delete if not included.]

Billing Date(s): See Section 20 of the Supply Contract Terms and Conditions

Definitions:
"GST" means the tax payable and imposed pursuant to Part IX of the *Excise Tax Act* (Canada), as amended or replaced from time to time.

"PST" means the provincial sales tax payable and imposed pursuant to the Provincial Sales Tax Act (British Columbia), as amended or replaced from time to time.

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PART C: APPROVED SUBCONTRACTORS

 [Provide names or write "None" .]

PART D: INSURANCE

Without limiting any of its obligations or liabilities under this Supply Contract, the Contractor will obtain and continuously carry and will cause its subcontractors to obtain and continuously carry during the term of the Supply Contract at its own expense and cost, the following insurance coverages with minimum limits of not less than those shown in the respective items set out below:

- (a) Commercial general liability insurance with a limit of not less than \$5,000,000 per occurrence and a deductible of not more than \$5,000 or other such amounts as the City may approve from time to time, protecting the Contractor and the Contractor's personnel against all claims for bodily injury including death, personal injury, advertising liability, products liability, completed operations, and property damage or loss, arising out of the operations of the Contractor or the actions of the Contractor or the Contractor's personnel. The policy will carry blanket contractual liability coverage, include a cross-liability clause in favour of the City, and will name the City and the City's officials, officers, employees and agents as additional insureds;
- (b) All-risks property insurance covering the Contractor's property of every description containing a provision which the insurer waives all rights which it may acquire by payment of a claim to recover the paid amount from the City or its officials, officers, employees or agents; and
- (c) Automobile insurance covering all vehicles owned, leased, rented or operated by the Contractor in connection with this Supply Contract, including third party legal liability insurance in an amount not less than \$5,000,000 per occurrence, or such other amount as the City may approve from time to time.

The Contractor and each of its subcontractors will provide at its own cost other lines of insurance coverage, endorsements, or increased limits of insurance as deemed necessary by the City and as a reasonable and prudent contractor would require to protect their operations or performance of supply.

All insurance policies required by this Supply Contract shall be with insurers duly authorized to carry on business in the Province of British Columbia, in a form and in amounts satisfactory from time to time and acceptable to the City Director of Risk Management.

The required insurance shall not be cancelled or endorsed to reduce the limits of liability without thirty (30) days written notice by registered mail to the City. Should the policy be endorsed to restrict coverage midterm, written notice of such restriction will be provided by registered mail to the City no later than the effective date of change; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply. Notice must identify the contract title, number, policy holder, and scope of work.

The Contractor's insurance policy (policies) shall be primary with respect to all claims arising out of the operations of the Contractor. Any insurance or self-insurance maintained by or on behalf of the City or its officials, officers, employees, or agents will be excess of the Contractor's insurance and will not contribute to it.

Neither the providing of insurance by the Contractor in accordance with this Agreement, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing will be held to relieve the Contractor from any other provisions of the Supply Contract with respect to liability of the Contractor or otherwise.

Prior to the Start Date, the Contractor will provide the City with evidence of all required insurance in the form of a certificate of insurance satisfactory to the City. The certificate of insurance will identify the contract title, number, policyholder, and scope of work. The Contractor will provide proof of insurance, in the form of a certificate of insurance or certified copies of all insurance policies to the Manager, Contracts and Administration at any time immediately upon request.

The Contractor will provide in its agreements with its subcontractors clauses in the same form as in this Part D. Upon request, the Contractor will deposit with the City detailed certificates of insurance for the policies it has obtained from its subcontractors and a copy of the applicable insurance clauses from its sub-contract agreements.

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PART E: ADDITIONAL TERMS

<☐> [Describe or write "None" .]

The following are integral parts of this Supply Contract:

- <☐name of first schedule>;
- <☐name of second schedule>; and
- <☐name of third schedule>.

[Delete if no attachments.]

The parties hereto have duly executed this Contract as of the <☐> day of <☐month>, 20<☐year>.

SIGNED AND DELIVERED on behalf of the City by its
authorized signatory:

SIGNED AND DELIVERED on behalf of the Contractor by
authorized signatory:

Per: _____
[Name and Title]

Per: _____
[Name and Title]

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SUPPLY CONTRACT TERMS AND CONDITIONS

A. CONTRACTOR'S OBLIGATIONS

1. **Supply.** The Contractor agrees to provide the City with the goods and services described in PART A (and in any schedule referred to therein), including, without limitation, and to the extent not expressly described in PART A (or in any such schedule), all services necessary or incidental to the completion of the services contemplated and described therein (the "Supply"), all in accordance with the Supply Contract (this "Contract"). The Contractor must provide the Supply commencing on the Start Date described in PART A and in accordance with the delivery schedule (if any) specified in PART A (or in any schedule referred to therein), regardless of the date of execution or delivery of this Contract. The Contractor must comply with the City's instructions in performing the Supply, but unless otherwise specified herein, the Contractor shall at all times retain control over the manner in which those instructions are carried out.
2. **Provision of Supply Inputs.** Unless otherwise specified herein, the Contractor must supply and pay for all labour, materials, permits and approvals (including from any relevant government authority) necessary or advisable to provide the Supply.
3. **Standard of Care and Applicable Laws.** The Contractor must provide the Supply to the standard of care, skill, and diligence prescribed herein, or where not prescribed herein, to the standard customarily maintained by persons providing, on a commercial basis, goods and/or services similar to the Supply, and in accordance with all statutes, regulations, by-laws, codes, rules, notices, orders, directives, standards and requirements of every competent federal, provincial, regional, municipal and other statutory authority applicable to the Contractor and its personnel and the Supply.
4. **Warranty.** Without limitation to any additional warranties provided by the Contractor, whether indicated on the face of this contract or otherwise provided, the Contractor warrants that: (a) all goods, provided by the Contractor in connection with its performance of the Supply ("Goods"), shall be new, of merchantable quality and free from defects in workmanship and materials; (b) all Goods shall strictly conform to applicable samples, specifications and drawings; (c) the Supply, including any Goods, shall be fit for the purpose intended by the City; (d) all Goods shall be free and clear of all liens, charges and encumbrances; (e) the Supply shall comply with the standards set forth by applicable federal, provincial, municipal and industry regulatory agencies; (f) the shipping and handling of any hazardous material will be made in accordance with all applicable laws and regulations; and (g) the Supply shall comply with all applicable environmental protection laws and regulations.

Unless a longer warranty period is specified on the face of this Contract or is otherwise provided, the foregoing warranty shall be valid for one year from the date of acceptance of the Supply by the City. If at any time prior to the expiration of any applicable warranty period, any weakness, deficiency, failure, breakdown or deterioration in workmanship or material should appear or be discovered in the Supply furnished by the Contractor, or if the Supply does not conform to the terms and conditions of this Contract, the City may at its option (a) require the Contractor to promptly replace, redesign or correct the defective and non-conforming portion of the Supply at no expense to the City, or (b) the City may replace or correct the defective portion of the Supply and charge the Contractor with all expenses incurred by the City. The Contractor agrees to indemnify and save harmless the City, its officials, officers, employees, assigns, agents, clients and the public from any liability, loss, cost and expense arising either directly or indirectly, from breach of any warranty given by the Contractor hereunder.

5. **Title and Risk.** Title to any Good supplied by the Contractor hereunder shall pass to the City upon the earlier of: (i) payment therefor by the City; and (ii) its delivery to the City. Notwithstanding the foregoing, the Contractor is responsible for the care of, and bears all of the risk of loss or damage to, each Good supplied hereunder until the completion of the Supply to the satisfaction of the City.
6. **Contractor Personnel.** The Contractor must ensure that all persons it employs or retains to perform the Supply are competent to perform them and are properly trained, instructed, and supervised, and that all such persons comply with the provisions of this Contract.
7. **Reporting.** The Contractor must, upon the City's request, fully report to the City on all work it does or has done in connection with providing the Supply.
8. **Deliverables.** As a result of or as part of providing the Supply, the Contractor may receive, create, produce, acquire or collect items including, without limitation, products, goods, equipment, supplies, models, prototypes and other materials; information and data; reports, drawings, plans, designs, depictions, specifications and other documentation (collectively, "Deliverables"). Deliverables do not include items that are: not required to be produced by the Contractor or supplied to the City as part of or together with the Supply unless the City pays for such items; or specified in this Contract as being excluded from the Deliverables category; or items which pre-existed the effective date of this Agreement that are owned by a third party or that are used by the Contractor as part of the goods or services provided to any of its other customers. All Deliverables will be owned solely by the City unless otherwise expressly provided herein and the City will have the complete right to use and deal with the Deliverables for its own benefit in any way it sees fit without limitation. The Contractor waives, in favour of the City, all moral rights in the Deliverables, transfers to the City, free of all liens and encumbrances, ownership of each Deliverable, and assigns all of its world-wide present and future rights, title and interest in and to each Deliverable, including copyright, effective as of the date of creation or acquisition of such Deliverable. The Contractor will permit the City to inspect and copy all Deliverables.
9. **Confidentiality.** The Contractor acknowledges that, in performing the Supply required under this Contract, it may acquire information about matters which are confidential to the City, which information is the exclusive world-wide property of the City or its suppliers or citizens, as the case may be. The Contractor undertakes to treat as confidential all Deliverables and all information received by reason of its position as Contractor and agrees not to disclose the same to any third party either during or after the performance of the Supply under this Contract, without the City's express prior written consent.
10. **Insurance.** The Contractor must provide, maintain and pay for, and cause all subcontractors to provide, maintain and pay for, the insurance coverage (if any) described in PART D (including the type and form of policy, the coverage amounts, and the amount of deductible). If no insurance coverage is specified in PART D, the Contractor must provide, maintain and pay for, and cause all subcontractors to provide, maintain and pay for, such insurance as would be obtained by a prudent consultant or contractor providing goods and/or services similar to the Supply. The Contractor must provide written proof of such insurance coverage upon the written request of the City.
11. **WorkSafeBC.** The Contractor agrees that it will procure and carry and pay for, full WorkSafeBC coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Contract. The Contractor agrees that the City has the unfettered right to

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set off the amount of the unpaid premiums and assessments for such WorkSafeBC coverage against any monies owing by the City to the Contractor. The City will have the right to withhold payment under this Contract until the WorkSafeBC premiums, assessments or penalties in respect of work done or services performed in fulfilling this Contract have been paid in full. The Contractor will provide the City with the Contractor's and each subcontractor's WorkSafeBC registration number and clearance letters from WorkSafeBC confirming that the contractor and each subcontractor is in good standing with WorkSafeBC prior to the City having any obligation to pay monies under this Agreement.

Whenever the Contractor is required or permitted to perform any of the Supply on any City sites, the Contractor is now appointed and now accepts appointment as the "prime contractor" in connection with such Supply and will fulfil its obligations as Prime Contractor in accordance with the Workers Compensation Act (British Columbia), and the regulations thereunder, and the Contractor shall comply with all applicable health and safety laws.

12. **City Business Licence.** The Contractor will maintain a valid City of Vancouver business licence in good standing throughout the duration of this Contract.
13. **Resolution of Disputes.** This Contract will be governed by the laws of British Columbia and the parties now irrevocably attorn to the exclusive jurisdiction of, and agree to submit all disputes to, the courts of British Columbia for resolution. The Contractor shall continue performance of its obligations under this Contract notwithstanding the existence of a dispute.
14. **Independent Contractor.** This Contract is a contract for goods and/or services and neither the Contractor nor the Contractor's personnel or permitted subcontractors, are, or deemed to be, partners, appointees, employees or agents of the City. The Contractor will not represent to anyone that the Contractor has any authority to bind the City or that the Contractor is an employee or agent of the City.
15. **No Assignment or Subcontracting.** The Contractor will not assign or subcontract (other than to persons listed in PART C (or a schedule referred to therein)), either directly or indirectly (including, without limitation, by way of any transfer of control of the shares or ownership interests in the Contractor), this Contract or any right or obligation of the Contractor under this Contract, without the prior written consent of the City, which consent may be arbitrarily withheld. No assignment or subcontract, whether consented to or not, relieves the Contractor from any obligations under this Contract. The Contractor must ensure that any assignee or subcontractor fully complies with this Contract in performing the Supply and nothing in this Contract creates any contractual relationship between a subcontractor and the City.
16. **Conflict of Interest.** The Contractor must not provide any goods or services to any person in circumstances which, in the City's reasonable opinion, could give rise to a conflict of interest between its duties to that person and its duties to the City under this Contract.
17. **Release and Indemnification**

a. Release

The Contractor now releases the City and the City's personnel from all losses including those caused by personal injury, death, property damage or loss, and economic loss, arising out of, suffered or experienced by the Contractor or the Contractor's personnel in connection with their performance of the Supply.

b. Acceptance "As Is"

In undertaking the Supply, the Contractor acknowledges that it has inspected the City's site(s), agrees to accept the site(s) "as-is" and undertakes to take all precautions necessary to ensure the safety of all the Contractor's personnel.

c. Indemnity

Despite any insurance which may be placed by the City, the Contractor now agrees to indemnify and save harmless the City and its officials, officers, employees, agents, successors, assigns and authorized representatives (in each case, an "Indemnified Party") from and against all costs, losses, claims, damages, actions and causes of action ("Claims") that an Indemnified Party may sustain, incur, suffer or be put to at any time either before or after the completion of the Supply or sooner cancellation of this Contract, that arise out of any act or failure to act of the Contractor or the Contractor's personnel, permitted assignees or subcontractors in connection with the performance of this Contract, including any Claims that arise out of or are in any way related to unpaid WorkSafeBC assessments or the failure to observe safety rules, regulations and practices of WorkSafeBC, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or negligent acts of an Indemnified Party.

d. Separate from Other Remedies and Rights

Nothing in this Contract (including this indemnity) will affect or prejudice the City from exercising any other rights that may be available to it at law or in equity.

e. Survival of Release/Indemnity

This Section 16 will survive the expiry or sooner termination of this Contract.

B. CHANGES TO SUPPLY

18. **Changes.** The City may, at any time and from time to time and without invalidating this Contract, require a change to the Supply and/or to the schedule for the performance of the Supply. Should the Contractor consider that any such request or instruction constitutes a change warranting amendment of the Maximum Amount, another price or the schedule for the Supply set forth in the Contract, the Contractor must advise the City in writing prior to acting on any such request or instruction, and in any event within five (5) City of Vancouver business days of such request or instruction. In that case, the Maximum Amount, other price and/or schedule will be adjusted, if/as agreed to by both parties in writing, and failing agreement, if/as the City may determine, acting reasonably. Failing any such adjustment, the Supply provided pursuant to the request or instruction will be deemed to be included within the prices specified herein, and to be subject to the schedule prescribed herein.
19. **Changes to Key Personnel.** The City may from time to time request reasonable changes to the key personnel of the Contractor engaged in performing the Supply, and the Contractor shall comply with any such request. The Contractor shall not change any of such key personnel without the prior written approval of the City, which approval will not be unreasonably withheld.

C. PAYMENT

20. **Payment of Fees and Expenses.** In consideration for the satisfactory performance of the Supply, the City will pay to the Contractor the fees specified in PART B (as supplemented by any schedule referred to therein), subject to this Section C. In addition, if the parties have specified in PART B that the Contractor's expenses are reimbursable in accordance with this Contract, the City will reimburse the Contractor for all expenses that: (i) are approved by the City in writing (in accordance with the City's existing policies and procedures for expense reimbursement) prior to their being incurred by the Contractor; (ii) are necessary, in the opinion of the City, to perform the Supply; and (iii) are supported by proper receipts or other documentation satisfactory to the City (acting reasonably), provided always that the City reserves the right to make arrangements through its service providers for any flights and/or accommodations required by the Contractor in connection with its performance of the Supply. If a "Maximum Amount" is

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specified in Part B, then the City is not, and shall not be, obliged to pay to the Contractor more than such Maximum Amount on account of aggregate fees (and, if applicable, expenses). Payment terms are "net 30 days" from the date of receipt of a valid invoice.

21. **Invoicing.** The Contractor will, by the 25th day of each month, provide to the City's Project Manager (named on the cover page of this Contract) a draft invoice with an attached detailed account of all charges to be claimed by the Contractor for the preceding month. The City's Project Manager shall review the draft, raise any concerns with the Contractor within ten working days and, after settlement of any issues (in the Project Manager's discretion), approve the draft invoice. The Contractor, if so requested, will meet with the City's Project Manager to expedite and settle the draft invoice. The Contractor will submit its final invoice, as per the approved draft invoice, to the City of Vancouver, Attention: Accounts Payable, by email to APIInvoice@vancouver.ca. Each invoice must contain:
- Contractor name, address and telephone;
 - City purchase order number;
 - Name of the City's Project Manager;
 - Invoice number and date;
 - Details of any applicable taxes; and
 - Tax registration number(s).
22. **Builders Lien Act.** If the Supply to be performed under this Contract is subject to the holdback requirements set out in the *Builders Lien Act* (British Columbia) (the "Lien Act"), the City will withhold and discharge the required holdback amounts in accordance with the requirements set out in the Lien Act.
23. **Discharge of Liens and Withholding.** The Contractor will, if applicable, make payment and take all other steps which may be necessary so that no lien claims, including lien claims made under the Lien Act, are made in connection with the provision of the Supply, and that the compensation payable to the Contractor by the City is not subject to attachment for debt, garnishing process or otherwise. In the event that any lien is filed in connection with the provision of the Supply at any court or land title office, the Contractor shall immediately cause such lien to be discharged. The City may withhold from any payment due to the Contractor an amount sufficient to indemnify the City against any lien claim that could arise in connection with the provision of the Supply, until such time as the lien has been discharged or other arrangements to satisfy such lien have been made by the Contractor.
24. **Withholding for Non-Residents.** If the Contractor is a non-resident of Canada, the City may withhold from any payment due to the Contractor such amounts as may be required to be withheld pursuant to the applicable provisions of the *Canada Income Tax Act* (the "ITA"). Any amount so withheld shall be remitted to the Receiver General for Canada or otherwise dealt with by the City strictly in accordance with the provisions of the ITA.
25. **Record Keeping.** The Contractor must maintain, and shall cause any subcontractors to maintain, time records and books of account, invoices, receipts, and vouchers of all expenses incurred, in form and content satisfactory to the City. The City or any of its authorized representatives will, for the purposes of audit and examination, have access and be permitted, upon reasonable notice to the Contractor, to inspect such records for review, copy and audit at any time and from time to time while this Contract is in effect and for a period of three years after the expiry or termination of this Contract for any reason.
26. **Currency.** Unless otherwise specified in this Contract, all references to money are to Canadian dollars.
27. **Electronic Funds Transfer.** The City expects to make payments by electronic funds transfer and the Contractor must provide banking information to the City in order to permit this.

D. GENERAL

28. **Time for Performance.** Time is of the essence in this Contract.
29. **Amendments.** No modification of this Contract is effective unless it is in writing and signed by all the parties.
30. **Entire Agreement.** This Contract constitutes the entire agreement between the parties as to performance of the Supply, and replaces and supersedes any other agreements, correspondence or other discussions between the parties, whether or not any of the foregoing have been reduced to writing.
31. **Conflict.** If there is a conflict between a provision of a schedule to this Contract and the terms and conditions of this Supply Contract, the provision in the relevant schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this Contract.
32. **Severability.** If any provision of this Contract is determined to be void or unenforceable, in whole or in part, it shall not be deemed to affect or impair the enforceability or validity of any other provision of this Contract, and any such void or unenforceable provision may be severed from this Contract without affecting the remainder of the Contract.
33. **Termination.** The City may terminate this Contract:
- a. Upon failure of the Contractor to comply with this Contract, immediately on giving written notice of termination to the Contractor, or
 - b. For any other reason, on giving at least 10 days' written notice of termination to the Contractor.
- If the City terminates this Contract under paragraph b. above, the City must pay the Contractor that portion of the fees and expenses described in PART B which equals the portion of the Supply that was completed to the City's satisfaction before termination. That payment discharges the City from all liability to the Contractor under this Contract. If the Contractor fails to comply with this Contract, the City may terminate it and pursue other remedies as well.
34. **Binding Effect.** This Contract shall be binding on the Contractor's successors and permitted assigns and shall enure to the benefit of any successors and assigns of the City.
35. **Voluntary Agreement.** The Contractor acknowledges and declares that it has carefully considered and understood the terms of this Contract, that it has either consulted legal counsel or waived such right, and that it is executing this Contract voluntarily.
36. **Further Assurances.** The Contractor agrees that upon any reasonable request of the City, the Contractor will make, do, execute or cause to be made, done or executed all such other acts as may be required to more fully give effect to the terms and conditions hereof.
37. **Headings.** The headings used in the Parts and sections of this Contract are for convenience of reference only, and shall not operate to expand, modify or interpret the language therein.
38. **Counterparts.** This Contract may be executed in one or more counterparts, including by facsimile or other electronic transmission, and each of such counterparts shall be deemed to be taken together to constitute one and the same original document.
39. **Additional Terms:** The additional terms set out in Part E (or in any schedule referred to therein) apply to this Contract.
- END OF TERMS AND CONDITIONS OF SUPPLY CONTRACT**

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APPENDIX 4 - INSURANCE FORM



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

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

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

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

BUSINESS TRADE NAME or DOING BUSINESS AS

BUSINESS ADDRESS

DESCRIPTION OF OPERATION

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

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

4. COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)

Including the following extensions:

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

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

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

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

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

7. PROFESSIONAL LIABILITY INSURANCE

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

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

8. OTHER INSURANCE

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

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

Dated _____

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