



REQUEST FOR QUOTATION (“RFQ”) PS09067

SUPPLY AND DELIVERY OF FLEXIBLE COUPLINGS FOR SEWER PIPE

Quotations will be received in the Purchasing Services Office, 3<sup>rd</sup> Floor, Suite #320, East Tower, 555 West 12<sup>th</sup> Avenue, Vancouver, British Columbia, Canada, V5Z 3X7 prior to the Closing Time: 3:00:00 P.M. Vancouver time (as defined in Note 2 below), Tuesday, March 17, 2009 and opened publicly at 11:00:00 A.M. Wednesday March 18, 2009.

NOTES:

1. Quotations are to be in sealed envelopes or packages marked with the Bidder’s Name, the RFQ Title and Number.
2. Closing Time and Vancouver Time will be conclusively deemed to be the time shown on the clock used by the City’s Purchasing Services Office for this purpose.
3. The City’s Purchasing Services office is open on business Days 8:30 A.M. to 4:30 P.M. Vancouver and closed Saturdays, Sundays, and holidays.
4. DO NOT SUBMIT BY FAX.

All queries related to this RFQ shall be submitted  
in writing to the attention of:

Harinder Kainth,  
Buyer,

Fax: 604.873.7057 E-mail: [purchasing@vancouver.ca](mailto:purchasing@vancouver.ca)

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**NOTE:** The definitions set out in Section 1.0 of Part B - General Conditions apply throughout this RFQ, including this Part A of this RFQ, except where otherwise expressly stipulated or the context otherwise requires.

**1.0 Description of Requirement**

- 1.1 Quotations are invited for the supply and delivery of flexible couplings for sewer pipe as set out herein, for the City of Vancouver.
- 1.2 Bidders may bid on all or part of the Requirements.

**2.0 Contract Term**

- 2.1 The term of Contract shall be for a one (1) year period with the option to renew for two (2) additional one (1) year periods to a maximum total term of three (3) years.
- 2.2 The option to extend the Contract is subject to the mutual agreement of the Contractor and the City. Where the City and Contractor continue to deal with each other following the expiry of the Term, without a further written agreement, the Contract will be deemed to be renewed on a month to month basis on the same terms and conditions as before the expiry and may be cancelled without cause by either party on thirty (30) days' prior written notice to the other.

**3.0 Pricing**

- 3.1 Pricing shall be held firm for the initial twelve (12) month period of the contract.
- 3.2 Prices quoted will be in Canadian currency and exclusive of all taxes, F.O.B. destination to the sites named herein, with all freight, unloading at destination, import duties, brokerage, royalties, handling, overhead, profit and all other costs included.

**4.0 Inquiries and Clarifications**

- 4.1 It is the responsibility of the Bidder to thoroughly examine these documents and satisfy itself as to the full requirements of this RFQ. Inquiries are to be in written form only, faxed or e-mailed to the contact person shown on the cover page. If required, an addenda and / or amendments will be issued to all Bidders.

**5.0 Inspection of Site**

- 5.1 Where applicable, Bidders shall inspect the Work Site(s) and make allowances in its Quotation for such conditions as in the sole opinion of the Bidder are warranted. The City makes no representation or warranties as to the condition of the sites. No consideration will be given for extras resulting from conditions that would have been evident during a routine site visit.

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**6.0 Submission of Quotation**

- 6.1 The response to this RFQ with all accompanying schedules, appendices or addenda submitted by the Bidder will be received up to the closing time on the date and in the place shown on the title page of this RFQ (the "Closing Time"). The Quotation shall be submitted on the forms provided in a sealed envelope or package, marked with the Bidder's name and the RFQ title and number.
- 6.2 Quotations received after the Closing Time or in locations other than the address indicated, may or may not be accepted and may be returned unopened. The City may elect to extend the Closing Time.
- 6.3 The Bidder shall submit two (2) copies of its Quotation on the form provided (Part E - Quotation Form) in accordance with the instructions stated herein.
- 6.4 The City's language used in its procurement documents and the responses thereto, shall be in English.
- 6.5 The Bidder must enter its corporate or legal business name on the final page of the Quotation Form. The Quotation Form must be signed in the place provided by an officer or employee having authority to bind the Bidder to the terms and conditions of this RFQ. All other pages of the Quotation Form must be initialled by the authorized signatory in the spaces provided.
- 6.6 Amendments to a Quotation may be submitted if delivered in writing prior to the Closing Time in a sealed envelope or package, marked with the Bidder's name and the RFQ title and number.
- 6.7 Quotations may be withdrawn by written notice only, provided such notice is received at the Purchasing Services office prior to Closing Time.
- 6.8 All costs associated with the preparation and submission of the Quotation, including any costs incurred by the Bidder after the Closing Time, will be borne solely by the Bidder.
- 6.9 By submitting a Quotation, the Bidder acknowledges and agrees that the City will not be responsible for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by the Bidder as a result of or arising out of submitting a Quotation for the proposed Contract, or due to the City's acceptance or non-acceptance of their Quotation or any breach by the City of the bid contract between the City and each of the Bidders or arising out of any contract award not made in accordance with the express or implied terms of the Quotation documents.

**7.0 Conflict of Interest**

- 7.1 By submitting a Quotation, the Bidder warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Bidder, has any financial or personal relationship or affiliation with any elected official or employee of the City or their immediate families which might in any way be seen by the City to create a conflict.

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**8.0 Evaluation of Quotations**

- 8.1 Quotations will be evaluated on the basis of the overall best value to City based on quality, service, price and any other criteria set out herein including, but not limited to:
- a) the Bidder's ability to meet the Requirements, delivery, qualifications and competencies set out herein;
  - b) financial offer including but not limited to prices, operating and maintenance costs, warranty, and any life cycle considerations;
  - c) the Bidder's business and technical reputation and capabilities; experience and where applicable, the experience of its personnel; financial stability; track record; and references of current and former customers;
  - d) equipment quality, configuration, age and condition; and
  - e) any other criteria set out in the RFQ.
- 8.2 The City may elect to short list some of the Bidders and require short listed Bidders to provide additional information or details, including making a presentation, supplying samples, demonstrations, and/or additional technical literature. Samples or items, when required, must be submitted within the time specified and at no expense to the City. If not destroyed in testing, they will be returned at the Bidder's request and expense.
- 8.3 Prior to Contract award, the Bidder must demonstrate financial stability. Should the City so request, the Bidder is required to provide annual financial reports or a set of financial statements prepared by an accountant and covering the last two (2) fiscal years.
- 8.4 The City may, prior to Contract award, negotiate changes to the scope of the Work, the materials, the Specifications or any conditions with any one or more of the Bidders without having any duty or obligation to advise any other Bidders or to allow them to vary its prices as a result of changes to the scope of Work, the materials, the Specifications, or any conditions, and the City shall have no liability to any other Bidder as a result of such negotiations or modifications.
- 8.5 All sub-contractors of the Bidder will be subject to the same evaluation process. It is the responsibility of the Bidder to guarantee that all its sub-contractors will comply with all the Requirements and terms and conditions set out herein.
- 8.6 Preference may be given to Quotations offering environmentally beneficial products or services.

**9.0 Acceptance and Rejection of Quotations**

- 9.1 Notwithstanding any other provision in the Quotation documents, the City has in its sole discretion, the unfettered right to:
- a) accept any Quotation;
  - b) reject any Quotation;
  - c) reject all Quotations;

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- d) accept a Quotation which is not the lowest Quotation;
  - e) accept a Quotation that deviates from the Requirements, Specifications or the conditions specified in this Quotation;
  - f) reject a Quotation even if it is the only Quotation received by the City;
  - g) accept all or any part of a Quotation; and
  - h) split the Requirements between one or more Bidders.
- 9.2 All Quotations shall be irrevocable and remain open for acceptance for at least ninety (90) days after the Closing Time, whether or not another Quotation has been accepted.
- 9.3 Any deviations from the Requirements, specifications or the conditions specified in this RFQ, must be clearly stated in the Quotation. The City will be the sole judge as to what constitutes an acceptable Quotation deviation. If no deviations are indicated in the Quotation, the City will be entitled to interpret that the Bidder offers to perform in full compliance of the Requirements, Specifications and conditions stated herein.
- 9.4 The City may waive any non-compliance with the RFQ, the Requirements, the Specifications, or any conditions, including the timing of delivery of anything required by this RFQ and may elect to retain for consideration Quotations which are non-conforming, which do not contain the content or form required by the RFQ or which have not complied with the process for submission set out herein.
- 10.0 Award of Contract
- 10.1 Award of a Contract is contingent on funds being approved and the contract award being made by City Council, if applicable.
- 10.2 The City will notify the successful Bidder(s) in writing that it has been awarded the Contract.
- 10.3 The purchase order terms and conditions, excluding the provision titled "The City's Offer", will apply unless otherwise agreed in writing by the City.
- 10.4 The purchase order, the Quotation, the RFQ and such other documents including all amendments or addenda, shall form the basis for the Contract between the Contractor and the City. In the event of a conflict between any of the Contract Documents, the following documents will take precedence and govern over each other in the following order of priority from highest to lowest:
- a) Subject to Section 10.3, the City's purchase order including the standard purchase order terms and conditions (which may be downloaded from [www.city.vancouver.bc.ca/bid/](http://www.city.vancouver.bc.ca/bid/));
  - b) Or any mutually agreed to amendments between the Bidder and the City;
  - c) The Quotation; and
  - d) The RFQ and any subsequent addenda.
- 10.5 Where the head office of the successful Bidder is located within the City of Vancouver and/or where the successful Bidder is required to perform the Service at a site located

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within the City of Vancouver, the successful Bidder is required to have a valid City of Vancouver business license prior to Contract execution.

10.6 The City is not under any obligation to award a Contract and may elect to terminate this RFQ at anytime.

**11.0 Quantities**

11.1 The quantities stated herein are the City's best estimates of its requirements and should not be relied on. Actual quantities may vary.

**12.0 Brand Names**

12.1 Unless otherwise stated, if and wherever the Specifications state a brand name, make, name of manufacturer, trade name, or vendor catalogue number, it is for the purpose of establishing a grade or quality of goods, material, equipment and/or services only. It is not intend to rule out competition from equal brands or makes. If, however, a product other than that specified is offered, it is the Bidder's responsibility to name such a product in its Quotation. Evidence of equality in the form of samples may be requested.

**13.0 Alternates and/or Variations to Specifications**

13.1 Except where stated otherwise herein, the Specifications describe what is considered necessary to meet the performance requirements of the City and Bidders should bid in accordance with such Specifications, or if the Bidder cannot meet the Specifications, the Bidder may offer an alternative which it believes to be the equivalent.

13.2 Bidders shall clearly indicate any variances from the City's Specifications or conditions no matter how slight. The attachment of descriptive literature from which variations may be gleaned will not be considered as a sufficient statement of variations.

13.3 If in addition to bidding on goods, materials, equipment and/or services that meet the Specifications, the Bidder wishes to offer an alternative, the alternative Quotation shall be submitted separately in the same format as the initial Quotation.

13.4 The City is not obligated to accept any alternatives.

13.5 The City will determine what constitutes allowable variations.

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

14.1 Bidders 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 contractors to protect all personal information acquired from the City in the course of providing any service to the City.

**15.0 Confidentiality**

15.1 Information about the City obtained by Bidders must not be disclosed unless prior written authorization is obtained from the City.



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15.2 The Contractor agrees that this obligation of confidentiality will survive the termination of the Contract between the Contractor and the City.

16.0 Special Conditions

16.1 Where Special Conditions are attached herein and there is a conflict, the Special Conditions shall take precedence over the Instructions to Bidders and General Conditions set out in this RFQ.

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1.0 Definitions

The following words and terms, unless the context otherwise requires, shall have the meanings set out below. Words including the singular number include the plural and vice versa.

“Act of God” means a cataclysmic phenomenon of nature, including earthquake, flood or cyclone. Rain, snow, wind, high water or any other natural phenomenon, which might reasonably have been anticipated from historical records of the general locality of the City, shall be deemed not to be acts of God;

“ASTM” means American Society for Testing and Materials;

“Bidder” means the individual, partnership, corporation or combination thereof, including joint venturers, who or which sign the Quotation form set out in Part E of this RFQ;

“City” means the municipal corporation, generally known as the City of Vancouver, as described under the Vancouver Charter;

“City’s Designated Representatives” means the City’s employees or representatives who are authorized in writing to deal with the Contractor on behalf of the City in connection with the goods, materials, equipment and services or to make decisions in connection with the Contract;

“Closing Time” means the closing date, time, and place as set out on the title page of this RFQ;

“Contract” means the agreement formed between the City and the Contractor as evidenced by the purchase order issued to the Contractor by the City;

“Contract Documents” means the purchase order, the Contractor’s Quotation, the RFQ and such other documents as listed in the purchase order, including all amendments or addenda agreed between the parties;

“Contractor” means the successful Bidder individual, partnership, corporation or combination thereof, including joint venturers, who or which is awarded the Contract;

“CSA” means Canadian Standards Association;

“Delivery Date” means the date the City requires the Contractor to deliver the goods to the City’s Delivery Site;

“Delivery Site” means 250 West 70<sup>th</sup> Avenue, Vancouver, B.C., V5X 2X1, unless otherwise stated in this RFQ;

“F.O.B.” means all costs of freight, insurance, brokerage, customs duties and all other costs of delivery to the site named as F.O.B. will be borne by the Contractor and that ownership and title to all goods, materials, and equipment are transferred to the City when same are delivered by the Contractor to the City and the risk of loss or damage to the goods, materials and equipment transfers to the City only at such time as same are received and accepted by the City at the site named as “F.O.B.”;

“GST” means the goods and services tax administered under the Excise Tax Act (Canada) and any successor tax or levy therefor in force from time-to-time;

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“OHS Regulation” means the *Workers Compensation Act* (British Columbia), including without limitation, the Occupational Health & Safety Regulation (BC Regulation 296/97, as amended by BC Regulation 185/99) enacted pursuant to such Act, all as such Act or Regulations are amended or re-enacted from time to time.

“PST” means British Columbia provincial sales tax and any successor tax or levies therefor in force from time-to-time;

“Quotation” means the Bidder’s offer made on the Quotation form set out on Part E of this RFQ with all appendices or addenda submitted by the Bidder in response to the RFQ;

“RFQ” means this Invitation to Quotation including, but not limited to: Part A - Instructions to Bidders; Part B - General Conditions; Part C - Special Conditions; Part D - Requirements, Part E - Quotation Form; Appendix 1 - Certificate of Existing Insurance; Appendix 2 - Certificate of Insurance; and any additional attachments listed in the Table of Contents;

“Requirements” means all of the Specifications, requirements and services set out in the RFQ that describes the general requirements that the goods, materials, equipment and services must meet and the Contractor must provide;

“Security Clearance” means the security clearance required by the City from time to time for personnel being allowed access to any City owned property/site;

“Work” means all the labour, materials, equipment, supplies, services and other items necessary for the execution, completion and fulfillment of the Requirements;

“Work Site” means the site where the Work is being performed.

## 2.0 Sub-contractors

2.1 All sub-contractors are the responsibility of the Contractor.

2.2 The Contractor shall be held as fully responsible to the City for the acts and omissions of its sub-contractors and of persons directly or indirectly employed by the Contractor, as for the acts and omissions of persons directly employed by it.

2.3 The Contractor agrees to ensure performance by every sub-contractor with the terms and requirements of the Contract Documents.

2.4 No sub-contractors will be permitted except those expressly named by the Contractor in Section 9.1 of Part E - quotation form or subsequently permitted in writing by the City pursuant to Section 4.1 of these General Conditions.

## 3.0 Independent Contractor

3.1 The Contractor, its sub-contractors, the officers, directors, shareholders, partners, personnel, affiliates and agents of the Contractor and its sub-contractors are not, nor are they to be deemed to be, partners, appointees, employees or agents of the City.

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4.0 Assignment

- 4.1 Subject to Sections 2.4 and 4.2, the Contractor will not assign, sublet, subcontract, or let out as task work any part of the Work or any of the Contractor's obligations of the Contract Documents to any third party, and will not assign or otherwise transfer any of the rights of payment under the Contract Documents to any third party, without in each case the prior written consent of the City which consent the City may arbitrarily withhold.
- 4.2 Despite Section 4.1, the Contractor may utilize those sub-contractors expressly named in Section 9.1 of Part E - Quotation Form but only for the Area of Responsibility set out beside their name, provided always that the Contractor may not substitute or replace those sub-contractors, or permit those sub-contractors to further assign, sub-let, subcontract, or let out as task work their obligations under the Contract documents, except in accordance with Section 4.1 above.
- 4.3 If the City should consent to any such assignment, subletting or letting out as task work of all or any part of the Work, the Contractor shall in no way be relieved from its responsibility for the fulfilment of the Work, but shall continue to be responsible for the same in the same manner as if all the Work had been performed by the Contractor.

5.0 Time of the Essence

- 5.1 For all requests made by the City pursuant to the Contract, time is of the essence. The acceptance of a late performance, with or without objections or reservations by the City, shall not waive the right to claim damages for such breach nor constitute a waiver of the requirement of timely performance of any obligation remaining to be performed.

6.0 Laws, Permits and Regulations

- 6.1 The laws of British Columbia shall govern the Contract.
- 6.2 All provisions of the International Sale of Goods Act are specifically excluded from application of this Contract.
- 6.3 In carrying out its obligations hereunder, the Contractor shall familiarize itself and comply with all applicable laws, bylaws, regulations, ordinances, codes, specifications and requirements of all regulatory authorities, and shall obtain all necessary licenses, permits and registrations as may be required by law.

7.0 Inspection

- 7.1 All goods, materials, equipment and/or services are subject to inspection and approval upon delivery. The City has the right to refuse acceptance of such goods, materials, equipment and/or services that are not in accordance with the with the Specifications/ Requirements or the Contractors' warranty (expressed or implied).
- 7.2 Acceptance or rejection of the goods, materials, equipment and/or services shall be made as promptly as practical, but failure to inspect and accept or reject the goods, materials, equipment and/or services shall not relieve the Contractor from responsibility for such goods, materials, equipment and/or services that are not in accordance with the Contract.

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- 7.3 The City shall be the final judge of the services and materials in respect of both quality and quantity and its decisions of all questions in dispute with regard thereto will be final. Materials, goods or equipment not accepted will be returned to the Contractor at the Contractor's expense.
- 7.4 The City will not be deemed to have accepted the services by virtue of a partial or full payment for it.

**8.0 Quality of Workmanship and Materials**

- 8.1 The Contractor shall perform the services with the degree of care, skill and diligence normally applied in the performance of services of a similar nature and in accordance with sound current professional practices and conforming to the requirements set out in the RFQ.
- 8.2 Materials, goods and equipment shall be the products of suppliers or manufacturers of established reputation engaged in the supply or manufacture of such materials of equipment.
- 8.3 Materials are to be applied in accordance with the manufacturer's directions and shall use the techniques and applications best suited for the type of material being used.

**9.0 Warranty**

- 9.1 The Contractor warrants that the goods, materials, equipment and/or services supplied by the Contractor to the City will be in full conformity with the Specifications as well as samples, if any, then this is a sale by sample as well as by description within the meaning of the Sale of Goods Act (BC).
- 9.2 The Contractor further warrants that the goods, materials and/or equipment are of merchantable quality, and fit for the intended use and will perform according to the requirements set out in the ITT.
- 9.3 Equipment and materials shall be new, free and clear of all liens, charges and encumbrances, the latest model, and shall be complete with all necessary accessories for operation. All equipment and materials shall be at the risk of the Contractor until delivered to and accepted by the City.
- 9.4 At a minimum, a one (1) year parts and labour warranty shall be provided on all goods, materials, equipment and/or services provided under the Contract.
- 9.5 The Contractor warrants that its employees have the qualifications, experience, knowledge, skills and abilities necessary for the fulfilment of the Contract.

**10.0 Indemnification**

- 10.1 The Contractor shall indemnify, hold and save harmless the City from and against all claims, losses, damages, costs, actions and other proceedings made, sustained, brought or prosecuted in a manner based upon, occasioned by or attributable to any injury, including death, property damage, infringement or damage arising from any act or omission of the Contractor, its employees, officers, volunteers, servants, sub-

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contractors, or agents or persons from whom the Contractor has assumed responsibility in the performance or purported performance of the Requirements.

- 10.2 The Contractor shall indemnify the City from and against any and all liability or expenses by way of legal costs or otherwise in respect of any claim which may be made for a lien or charge at law or in equity or to any claim or liability under the Builders Lien Act, or to any attachment for debt, garnishee process or otherwise.
- 10.3 The Contractor shall assume the defense of, and indemnify and hold harmless the City and its officers, employees and agents, from and against all claims relating to materials, goods or equipment furnished and to inventions, copyrights, trade marks, or patents and rights thereto used by the Contractor in the execution of the Contract and in subsequent use and/or operation by the City.

**11.0 Termination**

- 11.1 The City will advise the Contractor by written notice of its intent to terminate the whole or any part of the Contract in any one of the following circumstances:
- a) if the Contractor fails to make delivery of the goods, materials, equipment and/or services within the time specified, or fails to perform any other provisions, terms or conditions of the Contract within the time specified, or within a reasonable time if no time is specified;
  - b) in the event that the Contractor performs any act or does anything by which the City shall incur any liability whatsoever;
  - c) any failure of the Contractor to meet the safety requirements of the Contract;
  - d) in the event that any creditor of the Contractor causes a writ of execution or similar writ or court order to be served upon the City requiring the City to pay any portion due to the Contractor under the Contracts; or
  - e) in the event that the Contractor is adjudged bankrupt or if it makes a general assignment for the benefit of creditors or if it becomes insolvent or if it should take the benefit of any Act that may be in force for bankrupt or insolvent debtors.
- 11.2 Upon termination of the Contract, the City shall have no obligation to the Contractor except for such services and/or goods as have been supplied up to the date of the termination of the Contract(s).
- 11.3 Upon termination of the Contract(s) in whole or in part, the City may procure similar goods, materials, equipment and/or services and the Contractor shall be liable to the City for any excess costs for such similar goods, materials, equipment and/or services. The Contractor shall not be liable for any excess costs if failure to perform arises by reason of strikes, lockouts, Acts of God or acts of the City. The City will not be liable where Delivery Sites are not available due to strikes, lockouts or Acts of God.

**12.0 Payments**

- 12.1 The Contractor shall be paid net thirty (30) days from receipt of invoice and acceptance of the goods, materials, equipment and/or services, whichever is the later.

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- 12.2 The Contractor may be required to accept payment by EFT (Electronic Funds Transfer) or by purchasing card (MasterCard). Preference may be given to a Bidder who has or is willing to expand their system to provide Level III reporting detail.
- 13.0 Taxes
- 13.1 Unless otherwise provided herein, the Contractor shall pay all sales or excise taxes in force during the term of the Contract, provided that any increase or decrease in such taxes shall increase or decrease the amount due under the Contract(s).
- 13.2 Invoices shall show the appropriate amounts for GST and PST.
- 14.0 Non-resident Withholding Tax
- 14.1 Regulation 105(1) of the Canadian Income Tax Act requires that payments to non-residents for any work performed in Canada are subject to a Non-resident Withholding Tax of 15%. Exemption from this withholding tax is available in some circumstances, but the Contractor must apply directly to the Canada Revenue Agency (CRA) at least thirty (30) days before commencing the Work.
- 15.0 No Promotion of Relationship
- 15.1 The Contractor must not disclose or promote its relationship with the City, including by means of any verbal declarations or announcements and by means of any sales, marketing or other literature, letters, client lists, press releases, brochures or other written materials without the express prior written consent of the City (except as may be necessary for the Contractor to perform the Contractor's obligations under the terms of the Contract). The Contractor undertakes not to use "VANOC", "Vancouver 2010", the official emblem, logo or mascot of the 2010 Games or any reference or means of promotion or publicity, without the express prior written consent of the City. Furthermore, the Contractor undertakes not to disclose or promote its relationship with the City in any communication or matter whatsoever as a basis to create an association, express or implied, between the Contractor and the IOC, the Olympics or the Olympic Movement.
- 16.0 Product Standards
- 16.1 The goods, materials or equipment shall comply with all standards referred to in the Specifications.
- 17.0 Failure to Perform
- 17.1 Should the Contractor neglect to execute the Requirements properly or fail to perform any provision of the Contract, the City may, without prejudice to any other right or remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment due to the Contractor.

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SUPPLY AND DELIVERY OF FLEXIBLE COUPLINGS FOR SEWER PIPE  
PART B - GENERAL CONDITIONS

---

- 17.2 If the Contractor fails to perform any provision of this Contract, the City may upon ten (10) days' written notice to the Contractor terminate the Contract without prejudice to any other right or remedy the City may have, including without limitation and by way of example only, the remedies set out in Section 17.1 above as well as any and all remedies afforded by any security for performance issued by the Contractor under this Contract, such as a performance bond, or insurance, all of which will survive any such termination of the Contract.



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**SUPPLY AND DELIVERY OF FLEXIBLE COUPLINGS FOR SEWER PIPE**  
**PART C - SPECIAL CONDITIONS**

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**1.0 Additional Evaluation Criteria**

- 1.1 In addition to the evaluation criteria set out in Part A of this RFQ, the following criteria, which are not in any order of importance, will be taken into consideration during the City's evaluation of the Quotation:
- a) Ability to meet specified delivery time after receipt of order;
  - b) Conformance of the offered product to the specifications/requirements.

**2.0 Pricing**

- 2.1 Prices shall remain firm for the duration of the initial twelve (12) month period of the Contract. Prices may be adjusted at the end of each twelve (12) month period at the City's sole discretion subject to documented proof of manufacturer's raw material cost changes or any other factors that may relate to this product which can be verified with an independent published source. These factors should be listed in the Schedule of Quantities and Prices with a base rate being established or any method for an adjustment calculation explained. The City may clarify or negotiate such factors with the Bidder(s) prior to award.

**3.0 Quantities**

- 3.1 The quantities shown are estimates only, based on annual anticipated requirements during the duration of the Contract. Payment will only be made on the actual quantities ordered by the City and delivered by the Contractor.
- 3.2 Products shall be ordered on an as, if and when required basis for the duration of the Contract.

**4.0 Samples**

- 4.1 If requested by the City, samples will be delivered within five (5) working days of request by the City. Samples, if retained, will be included in the final quantities purchased under this Contract.
- 4.2 All samples supplied to the City by the Contractor shall be exactly the same as the sample provided and accepted by the City.

**5.0 Delivery**

- 5.1 Deliveries shall be made to Central Stores, Manitoba Works Yard. Delivery to be as, if and when required for the term of the Contract, between the hours of 8:00 am and 2:30 pm on any normal working days.
- 5.2 Delivery shall be completed not later than one (1) week after receipt of a purchase order. Bidders shall state the guaranteed delivery time in Part E - Quotation Form, Section 6.0.

**6.0 Protection of Person and Property**

- 6.1 The Contractor shall use due care that no persons are injured, no property damaged or lost, and no rights are infringed in the performance of the services, and the Contractor

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**PART C - SPECIAL CONDITIONS**

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shall be solely responsible for all loss, damages, costs and expenses in respect of any injury to persons, damage of property, or infringement of the rights of others incurred in the performance of the services or caused in any other manner whatsoever by the Contractor, or its employees.

6.2 The Contractor shall effectively warn and protect the public and other personnel from any danger as a result of the services being done.

**7.0 Clean Up**

7.1 The Contractor shall at all times perform the services in an orderly and reasonably tidy manner, and shall at suitable intervals remove any accumulation of rubbish or refuse materials. At no time shall any person employed by the Contractor or by any of its sub-contractors discard any litter or garbage on or adjacent to the delivery site, except into a suitable container.

**8.0 Insurance Requirements**

8.1 The Bidder is advised to refer to the Certificate of Insurance [Appendix 2]. This is the type of certificate that the City would require should the Bidder be selected as the successful Contractor.

8.2 Bidders are to submit with their Quotations a Certificate of Existing Insurance in the form set out in the attached Certificate of Existing Insurance [Appendix 1] as evidence of their existing insurance coverage. Appendix 1 may be amended where appropriate to add the types of insurance currently carried by the Bidder which are not explicitly referenced on the Certificate.

8.3 Without limiting any of its obligations or liabilities under the Contract, the Contractor and its sub-contractors shall obtain and continuously carry during the term of the Contract at their own expense and cost, the following insurance coverages with minimum limits of not less than those shown in the respective items set out below.

8.4 All insurance policies shall be in a form and in amounts satisfactory from time-to-time and with insurers acceptable to the City's Director of Risk Management and shall provide the City with sixty (60) days prior written notice of material change, lapse or cancellation. Notice must identify the Contract title, number, policy holder, and scope of work.

8.5 The Contractor and each of its sub-contractors shall provide at its own cost any additional insurance which it is required by law to provide or which it considers necessary.

8.6 Neither the providing of insurance by the Contractor in accordance with the requirements hereof, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing shall be held to relieve the Contractor from any other provisions of the Contract Documents with respect to liability of the Contractor or otherwise.

8.7 The insurance coverage shall be primary insurance as respects the City. Any insurance or self-insurance maintained by or on behalf of the City, its officers, officials, employees, servants or agents shall be excess of this insurance and shall not contribute with it.

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PART C - SPECIAL CONDITIONS

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- 8.8 Prior to commencement of this Contract, the Contractor shall provide the City with evidence of all required insurance to be taken out in the form of the attached Certificate of Insurance supported by a certified copy(s) of the policy(s). The Certificate of Insurance shall identify the Contract title, number, policyholder and scope of work and shall not contain any disclaimer whatsoever. At all times thereafter, during the term of this agreement, the Contractor shall covenant and agree to comply with all its insurance obligations described herein. Proof of insurance, in the form of a certificate of insurance or certified copies of all insurance policies shall be made available to Risk and Emergency Management at any time during the term of the Contract upon request.
- 8.9 The Contractor shall provide in its agreements with its sub-contractors clauses in the same form as those found herein. Upon request, the Contractor shall deposit with the City's Director of Risk Management detailed certificate of insurance for the policies it has obtained from its sub-contractors and a copy of the insurance clauses so provided in the said agreements.
- 8.10 The Contractor shall obtain and maintain in full force and effect during the term of the Contract, insurance not less than that set out below and provide proof of such insurance provided by a company duly registered and authorized to conduct insurance business in the Province of British Columbia.
- a) Commercial General Liability insurance in sufficient amounts and description to protect the Contractor, its sub-contractors, the City and its respective officers, officials, employees, servants and agents against claims for damages, personal injury including death, bodily injury and property damage which may arise under this Contract.
- The limit of commercial general liability insurance shall be not less than two million dollars (\$2,000,000) per occurrence inclusive for personal injury, death, bodily injury or property damage and in the aggregate with respect to products and complete operations.
- The policy of insurance shall:
- (i) be on an occurrence form;
  - (ii) add the City and its officials, officers, employees and agents as additional insureds;
  - (iii) contain a cross-liability or severability of interest clause;
  - (iv) extend to cover non-owned automobile, contingent employer's liability, blanket contractual liability, contractor's protective liability, broad form property damage, broad form completed operations and operations of attached machinery.
- b) The Contractor shall ensure that vehicles owned and/or operated by the Contractor in connection with the Contract maintain Third Party Legal Liability Insurance in an amount not less than two million dollars (\$2,000,000) per occurrence. The deductible per occurrence shall not exceed two thousand five hundred dollars (\$2,500).

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PART C - SPECIAL CONDITIONS

---

9.0 WorkSafe BC Compliance

9.1 Prior to commencing any services on the City's site, the Contractor must provide evidence that it is in good standing with WorkSafeBC. The Contractor is responsible for having the site secured in accordance with WorkSafeBC safety regulations and ensure that no danger shall befall the public at any time during the performance of the Services.

- (a) *Payment of WorkSafeBC Assessments* - The Contractor agrees that it shall at its own expense procure and carry or cause to be procured and carried and paid 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 set off the amount of the unpaid premiums and assessments for such Worker's Compensation Board coverage against any monies owing by the City to the Contractor. The City shall have the right to withhold payment under this Contract until the Worker's Compensation Board premiums, assessments or penalties in respect of work done or service performed in fulfilling this Contract had been paid in full.
- (b) *Initial Proof of WorkSafeBC Registration/Good Standing* - Within five (5) Business Days of the City delivering the Notice of Award to the Contractor, the Contractor will provide the City with the Contractor's and all Sub-Contractor's WorkSafeBC registration numbers.
- (c) *Subsequent Proof of WorkSafeBC Registration/Good Standing* - Within five (5) Business Days of the City delivering the Notice of Award to the Contractor, and concurrently with making any application for payment under this Contract, the Contractor will provide the City with written confirmation that the Contractor and all Sub-Contractors are registered in good standing with WorkSafeBC and that all assessments have been paid to date of the Notice of Award or date of application for payment, as applicable.
- (d) *Special Indemnity Against WorkSafeBC Non-Compliance* - The Contractor will indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to:
  - (i) Unpaid WorkSafeBC assessments of the Contractor or any other employer for whom the Contractor is responsible under this Contract,
  - (ii) The acts or omissions of any person engaged directly or indirectly by the Contractor in the performance of this Contract, or for whom the Contractor is liable pursuant to the Contractor's obligations as the Prime Contractor, and which acts or omissions are or are alleged by WorkSafeBC to constitute a breach of the WorkSafeBC OHS Regulation or other failure to observe safety rules, regulations and practices of WorkSafeBC, including any and all fines and penalties levied by WorkSafeBC, or

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SUPPLY AND DELIVERY OF FLEXIBLE COUPLINGS FOR SEWER PIPE  
PART C - SPECIAL CONDITIONS

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- (iii) Any breach of the Contractor's obligations under this General Condition.

10.0 Character of Workers

- 10.1 On the written request of the City, the Contractor will remove any employee, Sub-Contractor or agent for any reason including but not limited to the following:
  - a) Lack of or failure to obtain any required Security Clearance;
  - b) Intoxication;
  - c) Use of foul, profane, vulgar or obscene language or gestures;
  - d) Solicitation of gratuities or tips from any person for services performed under this Agreement;
  - e) Wilful, negligent or reckless action in disregard of safety or sanitary requirements or regulations; or
  - f) Any action which may constitute a public nuisance or disorderly conduct.
  
- 10.2 The Contractor will immediately comply with each such request and will then provide the City with all requested documentation verifying that the employee, Sub-Contractor or agent has been removed from further involvement with this Agreement.

**REQUEST FOR QUOTATION NO. RFQ PS09067**  
**SUPPLY AND DELIVERY OF FLEXIBLE COUPLINGS FOR SEWER PIPE**  
**PART D - REQUIREMENTS**

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**1.0 Scope of Contract**

- 1.1 For the supply and delivery of flexible couplings for sewer pipe to join plain end sewer pipe and fittings, and to adapt various plain end pipe materials and sizes to each other in sizes 100 mm and up to and including 375 mm in diameter, as, if and when required for the duration of the contract.

**2.0 Specifications**

- 2.1 Detailed specifications are set out below. Bidders shall clearly indicate any deviations from the specifications set out herein.
- 2.2 The specification gives minimum requirements for materials, chemical properties, physical properties, testing procedures, finishes and markings.

**3.0 Definitions**

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

**4.0 General Requirements**

- 4.1 The coupling shall make a joint between sections of pipe with outside diameters in the range as specified in Section 7.0 Pipe Size Tolerances - Table 1 which shall not fail or leak when tested in accordance with Section 5.0 - Detailed Requirements.
- 4.2 Gaskets and bushings shall be one piece and shall be manufactured from an elastomeric material which meets the chemical and physical requirements of Section 5.0 - Detailed Requirements.
- 4.3 Clamps and tightening mechanisms shall be 300 series stainless steel conforming to ASTM A167 (latest revision). Only full circle clamps and tightening mechanisms are permissible, and shall be held in place with spotwelds. The length of the serrated portion of the clamp shall be limited to one quarter of the circumference of the coupling, measured from the upstream side of the tightening screw. Partial clamps attached to the shearband by spot welding are not acceptable. Clamps and tightening mechanisms shall withstand 1.5 times the torque required to maintain an effective seal when tested (min. 3 samples) in accordance with Section 5.0 - Detailed Requirements

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**PART D - REQUIREMENTS**

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without defect or distortion. They shall withstand a minimum torque of 6.8 N.m. (60 inch pounds).

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

**5.0 Detailed Requirements**

**5.1 General**

All couplings shall meet or exceed the requirements of the latest issue of CSA Standard B 602 - Mechanical Couplings for Drain, Waste and Vent Pipe and Sewer Pipe. In addition to compliance with CSA B 602, all couplings shall meet the shear resistance test specified in Section 5.2 below.

**5.2 Shear Resistance**

The joint made by a coupling shall have sufficient resistance to shear to meet this test.

The two lengths of pipe shall be joined using a coupling in accordance with the manufacturer's specifications. The two joined lengths of pipe shall be supported on blocks at three locations. One length shall be supported on two blocks, one near the uncoupled end and the other immediately adjacent to the coupling. This length shall then be firmly restrained in position. The other coupled length shall be supported by a single block located at least 1.0 m from the coupling. A load of 2.7 kg/mm of nominal pipe diameter shall be uniformly applied over an arch of 120° and along a longitudinal length of 300 mm at the end, immediately adjacent to the coupling of the pipe having only one support. Under this loading, the joint shall show no visible leakage or deflection of more than 0.04 mm/mm diameter from true alignment when an internal hydrostatic pressure of 30KPa (3.05 m head of water) is applied for a period of one (1) hour after the application of the shear load with the temperature of water, pipe and atmosphere within the range 16°C to 24°C.

**5.3 Coupling Length**

- 100mm and 150mm diameter couplings shall be not less than 100mm long;
- 200mm and 250mm diameter couplings shall be not less that 120mm long;
- 300mm and 375mm diameter couplings shall be not less than 140mm long.

**5.4 Bushings**

- Bushing supplied loose with a coupling are not acceptable;
- Bushings shall be permanently fixed in position, in such a way that separation will not take place under any circumstances;
- Only one bushing will be allowed on end of the coupling. Opposite end shall be sized to fit the pipe dimension shown in Section 7.0 Pipe Size Tolerances - Table 1. The reduction in size of the inside diameter shall extend to the centre of the coupling. The acceptable method of reduction of the inside

REQUEST FOR QUOTATION NO. RFQ PS09067  
SUPPLY AND DELIVERY OF FLEXIBLE COUPLINGS FOR SEWER PIPE  
PART D - REQUIREMENTS

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diameter on one half of the coupling is to monolithically cast a ring of the same material with the gasket.

5.5 Shear Rings

- Couplings supplied without shear rings are not acceptable. The ends of the shear rings shall have a minimum overlap of 50mm.
- Where the two (2) clamp assemblies are used on each end of the coupling to secure the coupling to the pipe, the width of the shear ring shall be extended under the inner tightening band.
- Each tightening band shall be attached to the shearband and the coupling assembly in such a way that it can not wholly or partly slide off the shearband.

6.0 Marking

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



**REQUEST FOR QUOTATION NO. RFQ PS09067  
SUPPLY AND DELIVERY OF FLEXIBLE COUPLINGS FOR SEWER PIPE  
PART D - REQUIREMENTS**

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**7.0 Pipe Size Tolerances**

Table 1:

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

**8.0 Test Results**

8.1 Bidders with their bid submission, are required to submit test results which verify that the offered products comply with the City's specifications. The test results shall be certified by a Professional Engineer. Where submitted test results are not certified, and where the City Designated Representative requests further verification, the City Designated Representative reserves the option to request the Bidder to supply the test results which a Professional Engineer has certified as complying with City

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PART D - REQUIREMENTS

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specifications. The City may reject a quotation if the Bidder fails to supply such results.

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

9.0 Ongoing Testing for Quality Control

9.1 During the term of the Contract, the City Designated Representative shall, as an option, test products taken from routine deliveries to the City, for compliance with City Specifications. The City shall bear the cost of initial testing. In the event of a failure, the City shall charge the Contractor all costs for retesting to ensure compliance with City Specifications.

9.2 Notwithstanding the above, the Contractor shall notify the City Designated Representative immediately of any change in the product or its manufacture which would in any way change its performance as described by the results submitted in accordance with Section 8.0 - Test Results.

10.0 Assembly

10.1 Before delivery to the City, all components for each coupling shall be assembled in such a way that no parts can be dislodged during handling or installation.

11.0 Packaging

11.1 Each carton of couplings shall be clearly marked with the corresponding item numbers as listed in the Schedule of Prices and Quantities. The quantities contained within boxes shall also be identified.

12.0 Delivery Site and Invoicing

12.1 Materials shall be delivered and invoiced to the Delivery Site at:

City of Vancouver,  
Central Stores,  
Manitoba Works Yard,  
250 West 70<sup>th</sup> Avenue,  
Vancouver, BC.,  
V5X 2X1

Attention: Jay Boyd

REQUEST FOR QUOTATION NO. RFQ PS09067  
SUPPLY AND DELIVERY OF FLEXIBLE COUPLINGS FOR SEWER PIPE  
PART E - QUOTATION FORM

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Bidder's Name: \_\_\_\_\_  
"Bidder"

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

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

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

E-mail: \_\_\_\_\_ Incorporation Date: \_\_\_\_\_

*Attach additional pages immediately behind this page for sub-contractors, if applicable.*

To the City of Vancouver,

The undersigned Bidder, having carefully read and examined the RFQ including the Instructions to Bidders, General Conditions, Special Conditions, Requirements, Specifications and all addenda and having full knowledge of the Requirements described herein, does offer to provide the goods, materials, equipment and/or services in accordance with the Specifications, terms and conditions set out in the RFQ (except as noted herein) and in accordance with the pricing set out in the Quotation form.

Table 1 - Required Documents:

Description	Reference	Required	Received
Bidder's Certificate of Existing Insurance	Part C Special Conditions Section 8.0	Yes	
Test Results	Part D Requirements Section 8.0	Yes	

If the above documents do not accompany the Quotation at the time of opening, the Quotation may be put aside and given no further consideration.

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Initials of Authorized Signatory

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PART E - QUOTATION FORM**

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**1.0 Compliance**

1.1 By initialling each item, the Bidder acknowledges it has read and understands the Requirements, has submitted the required addenda, has identified deviations or alternatives, and provided an explanation of where it does not comply with the Requirements.

Section Title	Understand, Will Comply	Does Not Comply	Variations, Alternatives or Explanation for Non-Compliance
<u>Part A</u> Instructions to Bidders			
<u>Part B</u> General Conditions			
<u>Part C</u> Special Conditions			
<u>Part D</u> Requirements			
<u>Part E</u> Quotation Form			

**2.0 References**

2.1 The following is a list of references for similar goods, materials, equipment and/or services supplied by the Bidder to other clients. The Bidder agrees that the City may contact these references at its discretion. In addition, the City may also contact any other organization for the purposes of evaluating the Bidder's company and Quotation.

Name and Address of Company	Contact Name and Telephone Number	Brief Description of Work and Date Performed

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PART E - QUOTATION FORM**

**3.0 Schedule of Quantities and Prices**

**Note:** *The City shall purchase couplings as an assembly.  
The couplings shall be delivered assembled.  
It is the responsibility of the Bidder to determine the components required to assemble a coupling which meets City specifications.*

**Prices:** *Are to include all components required to assemble a complete coupling meeting City specifications.  
\* CI - Cast Iron  
\* PL - Plastic*

ITEM					COUPLING			CLAMP & SHEAR RING			CERTIFICATIONS		
Item No.	Size	To Join * To		12 Month Est. Qty	Unit Price	Total Cost	Manufacturer & Product No.	Gasket Material Specification	Length in mm	Material Specification & Thickness	No. of Clamps per Shear Ring	No. of Clamps per Coupling	List of all Approvals
1.	100mm	CI/PL	CI/PL	1000	\$	\$							
2.	100mm	Clay 1	Clay 1	5	\$	\$							
3.	100mm	Clay 2	Clay 2	5	\$	\$							
4.	100mm	Clay 1	CI/PL	700	\$	\$							
4A.	100mm	Clay 2	CI/PL	300	\$	\$							
5.	150mm	CI/PL	CI/PL	1200	\$	\$							

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ITEM					COUPLING			CLAMP & SHEAR RING			CERTIFICATIONS		
Item No.	Size	To Join * To		12 Month Est. Qty	Unit Price	Total Cost	Manufacturer & Product No.	Gasket Material Specification	Length in mm	Material Specification & Thickness	No. of Clamps per Shear Ring	No. of Clamps per Coupling	List of all Approvals
6.	150mm	Clay 1	Clay 1	12	\$	\$							
6A.	150mm	Clay 2	Clay 2	5	\$	\$							
7.	150mm	Clay 1	CI/PL	500	\$	\$							
7A.	150mm	Clay 2	CI/PL	1500	\$	\$							
8.	200mm	CI/PL	CI/PL	200	\$	\$							
9.	200mm	Clay 1	Clay 1	10	\$	\$							
10.	200mm	Clay 2	Clay 2	100	\$	\$							
11.	200mm	Clay 1	CI/PL	500	\$	\$							
12.	250mm	CI/PL	CI/PL	50	\$	\$							
13.	250mm	Clay 1	Clay 1	40	\$	\$							
14.	250mm	Clay 1	CI/PL	150	\$	\$							

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 Initials of Authorized Signatory

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ITEM					COUPLING			CLAMP & SHEAR RING			CERTIFICATIONS		
Item No.	Size	To Join * To		12 Month Est. Qty	Unit Price	Total Cost	Manufacturer & Product No.	Gasket Material Specification	Length in mm	Material Specification & Thickness	No. of Clamps per Shear Ring	No. of Clamps per Coupling	List of all Approvals
15.	300mm	CI/PL	CI/PL	40	\$	\$							
16.	300mm	Clay 1	Clay 1	30	\$	\$							
17.	300mm	Clay 1	CI/PL	50	\$	\$							
18.	375mm	CI/PL	CI/PL	10	\$	\$							
19.	375mm	Clay 1	Clay 1	5	\$	\$							
20.	375mm	Clay 1	CI/PL	10	\$	\$							
21.	375mm	Clay 2	Clay 2	5	\$	\$							
<b>TOTAL:</b>						\$							

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4.0 **Manufacturer & Make:**

4.1 State name of manufacturer: \_\_\_\_\_.

State place of manufacturer: \_\_\_\_\_.

State make of product offered: \_\_\_\_\_.

5.0 **Price Adjustment Factor:**

5.1 State the price adjustments factor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6.0 **Guaranteed Delivery:**

6.1 Can the delivery schedule be met for the above items, as specified in Part C, Section 6, Delivery:

Yes: \_\_\_\_\_ No: \_\_\_\_\_

If "No", state the best guaranteed delivery after receipt of an purchase order:

\_\_\_\_\_

7.0 **Warranty:**

7.1 State warranty offered and attach any applicable documentation:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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Initials of Authorized Signatory



REQUEST FOR QUOTATION NO. RFQ PS09067  
SUPPLY AND DELIVERY OF FLEXIBLE COUPLINGS FOR SEWER PIPE  
PART E - QUOTATION FORM

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**8.0 Cash Discounts**

8.1 *(15<sup>th</sup> of the month following, or later, is preferred by the City).*

A cash discount allowance of \_\_\_\_\_% will be allowed if accounts are: -

(a) paid within \_\_\_\_\_ days, or (b) paid by the \_\_\_\_\_th of the month following.

(a) or (b) shall be clear days from date of acceptance by the City, or receipt of the invoices by the City, whichever is later.

8.2 Special Discounts:

State additional discount, if the Quotation is awarded in its entirety to a single Contractor.

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**9.0 Sub-contractors**

9.1 The sub-contractors to be used in the performance of the Contract are listed below. (If no sub-contractors will be used, indicate "Not Applicable").

Company Name, Address	Contact Name	Telephone No.	Area of Responsibility

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Initials of Authorized Signatory

REQUEST FOR QUOTATION NO. RFQ PS09067  
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10.0 Bidder's Declaration

The undersigned Bidder confirms that it has read and agreed to the conditions stated in the RFQ and that any deviations have been clearly noted herein.

The Bidder agrees that if this Quotation is accepted within ninety (90) calendar days from the Closing Time, the undersigned Bidder agrees to supply the City of Vancouver with all or any part of the items upon which prices are stated, at the price set opposite each item and to deliver the same at the designated point or points within the time specified, and in accordance with the Terms and Conditions set forth in the Quotation.

\_\_\_\_\_  
Authorized Signatory for the Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title *(please print)*

To be Initialled at Quotation Opening:

\_\_\_\_\_  
Manager, Supply Management or designate

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Initials of Authorized Signatory



**CERTIFICATE OF EXISTING INSURANCE  
TO BE COMPLETED AND SUBMITTED ALONG WITH  
PROPOSAL/TENDER**

Section 2 through 8 – to be completed 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 been issued to the Named Insured and is in full force and effect as of the effective date of the agreement described below.*

**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 DBA 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 Improvement \$ \_\_\_\_\_  
 POLICY NUMBER \_\_\_\_\_ Contents and Equipment \$ \_\_\_\_\_  
 POLICY PERIOD From \_\_\_\_\_ to \_\_\_\_\_ Deductible Per Loss \$ \_\_\_\_\_

4. **COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)**  
 Including the following extensions: INSURER \_\_\_\_\_  
 Personal Injury POLICY NUMBER \_\_\_\_\_  
 Property Damage including Loss of Use POLICY PERIOD From \_\_\_\_\_ to \_\_\_\_\_  
 Products and Completed Operations **Limits of Liability (Bodily Injury and Property Damage Inclusive) -**  
 Cross Liability or Severability of Interest Per Occurrence \$ \_\_\_\_\_  
 Employees as Additional Insureds Aggregate \$ \_\_\_\_\_  
 Blanket Contractual Liability All Risk Tenant's Legal Liability \$ \_\_\_\_\_  
 Non-Owned Auto Liability Deductible Per Occurrence \$ \_\_\_\_\_

5. **AUTOMOBILE LIABILITY INSURANCE** for operation of owned and/or leased vehicles  
 INSURER \_\_\_\_\_ **Limits of Liability -**  
 POLICY NUMBER \_\_\_\_\_ Combined Single Limit \$ \_\_\_\_\_  
 POLICY PERIOD From \_\_\_\_\_ to \_\_\_\_\_ *If vehicles are insured by ICBC, complete and provide Form APV-47.*

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

**SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE** \_\_\_\_\_ Dated \_\_\_\_\_

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



**CERTIFICATE OF INSURANCE**

Section 8 b) – to be completed by City staff. Select # of days Written Notice is required.  
 Section 2 through 7 – to be completed by the Insurer or its Authorized Representative

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

2. **NAMED INSURED:** *(must be the same name as the Permittee/Licensee or Party(ies) to Contract and is either an individual or a legally incorporated company)*

**MAILING ADDRESS:**

**LOCATION ADDRESS:**

**DESCRIPTION OF OPERATION, CONTRACT, AGREEMENT, LEASE, PERMIT OR LICENSE:**

3. **PROPERTY INSURANCE** naming the City of Vancouver as a Named Insured and/or Loss Payee with respect to its interests (All Risks Coverage including Earthquake and Flood) **INSURED VALUES: (Replacement Cost)**  
 INSURER: \_\_\_\_\_ Building and Tenants Improvement: \$ \_\_\_\_\_  
 TYPE OF COVERAGE: \_\_\_\_\_ Contents and Equipment: \$ \_\_\_\_\_  
 POLICY NUMBER: \_\_\_\_\_ Deductible Per Loss: \$ \_\_\_\_\_  
 POLICY PERIOD: From \_\_\_\_\_ to \_\_\_\_\_

4. **COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)**  
 Including the following extensions: **LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)**  
 Personal Injury  
 Products and Completed Operations  
 Cross Liability or Severability of Interest  
 Employees as Additional Insureds  
 Blanket Contractual Liability  
 Non-Owned Auto Liability  
 INSURER: \_\_\_\_\_ Per Occurrence: \$ \_\_\_\_\_  
 POLICY NUMBER: \_\_\_\_\_ Aggregate: \$ \_\_\_\_\_  
 POLICY PERIOD: From \_\_\_\_\_ to \_\_\_\_\_ All Risk Tenant's 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 \_\_\_\_\_ *If vehicles are insured by ICBC, complete and provide Form APV-47.*

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. **OTHER INSURANCE** (e.g. Boiler & Machinery, Business Interruption, Crime, etc.) – Please specify Name of Insurer(s), Policy Number, Policy Period, and Limit

8. **POLICY PROVISIONS:**  
*Where required by the governing contract, agreement, lease, permit or license, it is understood and agreed that:*  
 a) *The City of Vancouver, its officials, officers, employees, servants and agents have been added as Additional Insureds with respect to liability arising out of the operation of the Named Insured pursuant to the governing contract, agreement, lease, permit or license;*  
 b) *SIXTY (60) days written notice of cancellation or material change resulting in reduction of coverage with respect to any of the policies listed herein, either in part or in whole, will be given by the Insurer(s) to the Holder of this Certificate; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply;*  
 c) *The insurance policy (policies) listed herein shall be primary with respect to all claims arising out of the operation of the Named Insured. Any insurance or self-insurance maintained by the City of Vancouver shall be in excess of this insurance and shall not contribute to it.*

**SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE**

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

Dated: \_\_\_\_\_