



REQUEST FOR QUOTATION

SUPPLY AND DELIVERY OF HDPE PIPES AND FITTINGS

RFQ No. PS20191451

Issue Date: October 23, 2019

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

IN RESPECT OF

SUPPLY AND DELIVERY OF HDPE PIPES AND FITTINGS

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 **Thursday, November 21, 2019** (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: PS20191451 – 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

(the “**Contact Person**”)

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INSTRUCTIONS 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 issue one or more purchase orders in respect of Supply and Delivery of High Density Polyethylene (“HDEP”) Pipes and Fittings for Vancouver Landfill. The City will offer an initial one (1) year contract with an option to renew for another year upon approval from the City.
- 1.2 Vendors should carefully review Appendix 1 – Requirements for a detailed description of the City’s requirements.
- 1.3 **THIS IS NOT AN INVITATION TO TENDER. VENDORS ARE NOT REQUIRED TO SUBMIT IRREVOCABLE OFFERS.**
- 1.4 Vendors should carefully review the City’s intended form of agreement attached as Appendix 4.
- 1.5 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.
- 1.6 If a vendor believes that the City may be unable to select it due to a conflict of interest, but is uncertain about this, the vendor is urged to contact the 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.

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

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of this RFQ no later than five (5) 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, the prices will be fixed during the terms of the contract; therefore, each vendor should indicate whether or not its pricing will remain in effect throughout that period.

4.3 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.

4.4 Prices are to be quoted in Canadian currency.

5.0 ADDRESS(ES) FOR DELIVERIES OR WORK

Any successful vendor of goods may be asked to deliver goods to or perform work at the following address: Vancouver Landfill, 5400 72nd Street, Delta, BC V4K 3N2, or to such other addresses as are specified in a City contract or purchase order.

6.0 DELIVERY TIMES OR WORK SCHEDULES

6.1 The delivery requirements are middle of February 2020 for 400mm and 600 mm and middle of March 2020 for 150mm and fittings. Vendors are asked to state in their quotations the time(s) required from the placement of an order to delivery of goods.

7.0 QUANTITIES

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

8.0 TERMS OF PAYMENT

8.1 The City’s 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 propose the entry into a contract in the form of Appendix 4.

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.

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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:

- (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

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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 Supplier of the vendor or of any of its proposed subSuppliers, or any other person related to the vendor's or any proposed subSupplier'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 Supplier 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 subSuppliers 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 subSuppliers' duties to such third party. The City will evaluate each matter disclosed to determine whether and to what extent the vendor can be given consideration in the RFQ in light of the particular matter.

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

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 subSuppliers: (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.

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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

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

SUBJECT: REQUEST FOR QUOTATIONS NO. PS20191451 – SUPPLY AND DELIVERY OF HDPE PIPES AND FITTINGS AT VANCOUVER LANDFILL (THE “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:

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

Item	Description	Unit Price	Unit of Measurement	Quantity	Sub total
Supply and delivery of HDPE SDR 11 Perforated Pipe for the following sizes (i.e. items 1,2,3) specified below in accordance with the specifications set out in the Appendix 1 of the RFQ.					
1	150 mm diameter	\$	meter	1000	
2	400 mm diameter	\$	meter	370	
3	600 mm diameter	\$	meter	108	
4	Supply and delivery of 11° HDPE Elbows 150mm SDR 11 in accordance with the specifications set out in the Appendix 1 of the RFQ.	\$	EA	12	
5	Supply and delivery of HDPE Tees 150mm SDR 11 in accordance with the specifications set out in the Appendix 1 of the RFQ.	\$	EA	6	
GST and PST, where applicable, should not be included in prices. Delivery costs should be included in prices.					
				TOTAL	\$

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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, list them and their price(s), and describe them below:

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

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.

DESCRIPTIONS OF GOODS AND SERVICES: _____

(Describe the deviations or describe the alternative goods or services or suggested additional goods or services. Attach documents if necessary.)

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

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natural resources, and regenerating ecological; local food; clean water / 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 equity seeking populations.)

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.

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).

Majority owned/controlled/ by:

- Women
- Indigenous Peoples
- Non-Profit/Charity (Social Enterprise)
- Coop
- Community Contribution Corporation (3C/CCC)
- Ethno-cultural Persons
- People with Disabilities
- LGBTQ+
- Other: please indicate

Social / Environmental Certifications

- BCorp
- BuySocial
- Supplier Diversity Certification
- Fairtrade
- Green Business Certification (ie. LEED, ClimateSmart)
- Other: please indicate

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*

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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 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 4. Add additional pages as necessary.)

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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 4 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 4 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: _____

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APPENDIX 1 - REQUIREMENTS

PART 1 - PRODUCTS

1.0 GENERAL HDPE PIPES AND FITTINGS

- 1.1 HDPE PIPE SHALL BE MADE FROM POLYETHYLENE RESIN COMPOUND QUALIFIED AS TYPE III, CATEGORY 5, CLASS C, GRADE PE 4710 IN ASTM D1248. THE HDPE PIPES AND FITTINGS SHALL CONFORM TO CELL CLASSIFICATION 345434C OR 355434C (ASTM D 3350).
- 1.2 MATERIALS USED FOR THE MANUFACTURE OF POLYETHYLENE PIPES AND FITTINGS SHALL MEET THE FOLLOWING PHYSICAL PROPERTY REQUIREMENTS:

HDPE Pipe Specifications

Property	Unit	Test Procedure	Value
Density	g/cm ³	ASTM D-1505	0.947-0.955
Melt Index [E]	g/10 min	ASTM D-1238	<0.15
Flexural Modulus	psi	ASTM D-790	110,000 to 160,000
Tensile Strength	psi	ASTM D-638	3,000 to 3,500
ESCR [C]	hours	ASTM D-1693	f ₀ >5,000
HDB (@23°C)	psi	ASTM D-2837	1,600
UV Stabilizer [C]	% Carbon Black	ASTM D-1603	2 to 3
Elastic Modulus	psi	ASTM D-638	110,000
Brittleness Temperature	F	ASTM D-746	<-180
Vicat Softening Temperature	F	ASTM D-1525	259
Thermal Expansion	in/in/F	ASTM D-696	1x10E-4
Hardness	Shore D	ASTM D-2240	66
Molecular Weight Category	--	--	Extra High

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APPENDIX 1 - REQUIREMENTS

- 1.3 PIPES SHALL BE OF THE NOMINAL DIAMETER AND DR SHOWN ON THE DRAWINGS. PIPE DIAMETERS SHALL CONFORM TO ASTM F714. IN GENERAL, PIPES WILL BE DR 17 UNLESS OTHERWISE NOTED ON THE DRAWINGS.
- 1.4 FOR SLOTTED AND PERFORATED PIPES, SLOTS AND PERFORATIONS SHALL BE AS SHOWN ON THE DRAWINGS.
- 1.5 RING STIFFNESS CONSTANT (RSC) VALUES FOR THE PIPE CAN BE DIRECTLY RELATED TO THE PIPE'S CLASS DESIGNATION. (NOMINAL RSC OF CLASS 40 PIPE = 40, ETC.). THE MINIMUM RSC IS 90 PERCENT OF THE NOMINAL.
- 1.6 THE PIPE SHALL CONTAIN NO RECYCLED COMPOUND EXCEPT THAT GENERATED IN THE MANUFACTURER'S OWN PLANT FROM RESIN OF THE SAME SPECIFICATIONS FROM THE SAME RAW MATERIAL SUPPLIER.
- 1.7 THE POLYETHYLENE PIPES SHALL BE HOMOGENEOUS THROUGHOUT AND FREE OF VISIBLE CRACKS, HOLES, FOREIGN INCLUSIONS, OR THEIR INJURIOUS DEFECTS. ANY PIPE WITH NICKS, SCRAPES, OR GOUGES DEEPER THAN 5 PERCENT OF THE NORMAL WALL THICKNESS SHALL BE REJECTED. THE PIPES SHALL BE UNIFORM IN COLOR, OPACITY, DENSITY, AND OTHER PHYSICAL PROPERTIES.
- 1.8 THE FOLLOWING INFORMATION SHALL BE CONTINUOUSLY MARKED ON THE PIPES AND SPACED AT INTERVALS NOT EXCEEDING 1500 MM (5 FEET):
- a. Name and/or trademark of the pipe manufacturer.
 - b. Nominal pipe size.
 - c. Standard Dimensional Ratio (SDR).
 - d. PE 3408.
 - e. Manufacturing Standard Reference.
 - f. A production code form which the date and place of manufacture can be determined.
- 1.9 PERFORATED AND/OR SLOTTED PIPES SHOULD BE FREE OF ANY SHAVINGS.
- 1.10 FITTINGS SHALL BE MANUFACTURED IN ACCORDANCE WITH ASTM D3261, EXCEPT AS MODIFIED HEREIN.
- 1.11 BACKING RINGS SHALL BE CONVOLUTED BACK-UP RINGS RATED AT 150 POUNDS CONFORMING TO VITAL DIMENSIONS OF ANSI B 16.5 AND SHALL BE MADE OF STAINLESS STEEL OR DUCTILE IRON CONFORMING TO ASTM 536-80, GRADE RANGE FROM 60/40/18 TO 65/45/12. DUCTILE IRON BACKUP RINGS SHALL BE HOT-DIPPED GALVANIZED OR EPOXY COATED.
- 1.12 BOLTS AND NUTS SHALL CONFORM TO ASTM A 307, GRADE B, ANSI B18.2.1, ANSI/ASME B18.2.2: STUD BOLTS, CARBON STEEL, SEMI-FINISHED WITH HEAVY HEX NUTS, COMPLETE WITH WASHERS.
- 1.13 FLEXIBLE O-RINGS FOR SETTLEMENT SLEEVES AS SHOWN ON THE DRAWINGS, CONFORMING TO ASTM D 5926, C 1173 AND CSA B 602

2.0 Test Methods

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APPENDIX 1 - REQUIREMENTS

- 2.1 FLATTENING: THREE SPECIMENS OF EACH OF THE THREE PIPES PRODUCTS (A MINIMUM OF 30 CM LONG) SHALL BE FLATTENED BETWEEN PARALLEL PLATES IN A SUITABLE PRESS UNTIL THE DISTANCE BETWEEN THE PLATES IS 40 PERCENT OF THE OUTSIDE DIAMETER OF THE PIPE. THE RATE OF LOADING SHALL BE UNIFORM AND SUCH THAT THE COMPRESSION IS COMPLETED WITHIN 2 TO 5 MINUTES. REMOVE THE LOAD, AND EXAMINE THE SPECIMENS FOR SPLITTING CRACKING OR BREAKING. RESULTS SHALL BE REPORTED TO ENGINEER.
- 2.2 PIPE RING STIFFNESS CONSTANT: THE PIPE RING STIFFNESS CONSTANT SHALL BE DETERMINED UTILIZING PROCEDURES SIMILAR TO THOSE OUTLINED IN ASTM D-2412. THE STIFFNESS OF HDPE PIPE IS DEFINED IN TERMS OF THE LOAD, APPLIED BETWEEN PARALLEL PLATES, WHICH CAUSES 1 PERCENT REDUCTION OF PIPE DIAMETER. TEST SPECIMENS SHALL BE A MINIMUM OF TWO PIPE DIAMETER OR 1 M IN LENGTH, WHICHEVER IS LESS. RESULTS SHALL BE COMPARED TO SPECIFICATIONS AND REPORTED TO ENGINEER.

PART 2 - Execution

1.0 Quality Assurance

- 1.1 THE PIPE AND FITTINGS MANUFACTURER SHALL HAVE AN ESTABLISHED QUALITY ASSURANCE PROGRAM RESPONSIBLE FOR INSPECTING INCOMING AND OUTGOING MATERIALS. AT A MINIMUM, INCOMING POLYETHYLENE MATERIALS SHALL BE INSPECTED FOR DENSITY PER ASTM D 1505, MELT FLOW RATE PER ASTM D 1238, AND CONTAMINATION. ALL INCOMING POLYETHYLENE MATERIALS SHALL BE CERTIFIED BY THE SUPPLIER. CERTIFICATION SHALL BE VERIFIED BY QUALITY ASSURANCE. INCOMING MATERIALS SHALL BE APPROVED BY QUALITY ASSURANCE BEFORE PROCESSING INTO FINISHED GOODS.
- 1.2 THE PIPE AND FITTINGS MANUFACTURER SHALL HAVE AN ESTABLISHED QUALITY ASSURANCE PROGRAM RESPONSIBLE FOR ASSURING THE LONG-TERM PERFORMANCE OF MATERIALS AND PRODUCTS. REPRESENTATIVE SAMPLES OF POLYETHYLENE MATERIALS SHALL BE TESTED AGAINST THE PHYSICAL PROPERTY REQUIREMENTS OF THIS SPECIFICATION. EACH EXTRUSION LINE AND MOLDING MACHINE SHALL BE QUALIFIED TO PRODUCE PRESSURE RATED PRODUCTS BY TAKING REPRESENTATIVE PRODUCTION SAMPLES AND PERFORMING SUSTAINED PRESSURE TESTS IN ACCORDANCE WITH ASTM D-1598.

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APPENDIX 1 - REQUIREMENTS

- 1.3 QUALITY ASSURANCE TEST FOR REPRESENTATIVE PIPE AND FITTING SAMPLES SHALL INCLUDE:

Test	Standard	Pipe	Fittings
Ring ESCR	ASTM F-1248	Yes	Not Applicable
Sustained pressure at 176 F/725 psi hoop stress	ASTM D-1598	Yes (fo> 1 00 h)	Yes (fo>l 00 h)
Sustained pressure at 73°F/1600 psi hoop stress	ASTM D-1598	Yes (fo> 1 000h)	Yes (fo> 1 000h)

- 1.4 ALL OUTGOING MATERIALS SHALL BE INSPECTED FOR DIAMETER, WALL THICKNESS, LENGTH, STRAIGHTNESS, OUT-OF-ROUNDNESS, CONCENTRICITY, TOE-IN, INSIDE AND OUTSIDE SURFACE FINISH, MARKINGS, AND END CUT. QUALITY CONTROL SHALL PERFORM TESTS OF DENSITY, MELT FLOW RATE, CARBON CONTENT, AND CARBON DISPERSION. IN ADDITION, SAMPLES OF THE PIPE PROVIDED SHALL BE TESTED FOR HOOP TENSILE STRENGTH AND DUCTILITY BY EITHER QUICK BURST PER ASTM D-1599 OR RING TENSILE PER ASTM D-2290. MOLDED FITTINGS SHALL BE SUBJECT TO X-RAY INSPECTION FOR VOIDS, AND TESTS FOR KNIT LINE STRENGTH. ALL FABRICATED FITTINGS SHALL BE INSPECTED FOR FUSION QUALITY AND ALIGNMENT.
- 1.5 THE PIPE AND FITTING MANUFACTURER SHALL MAINTAIN PERMANENT QC AND QA RECORDS.

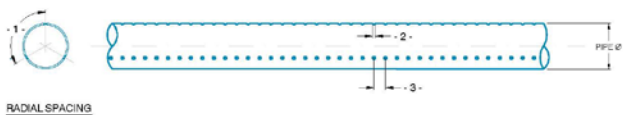
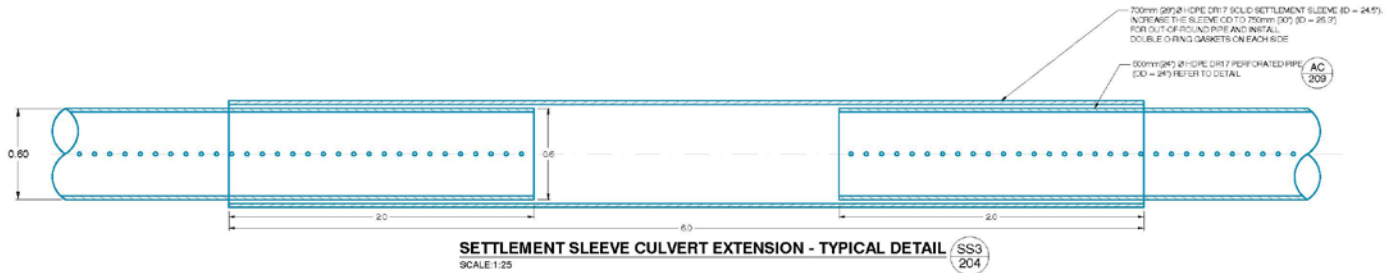
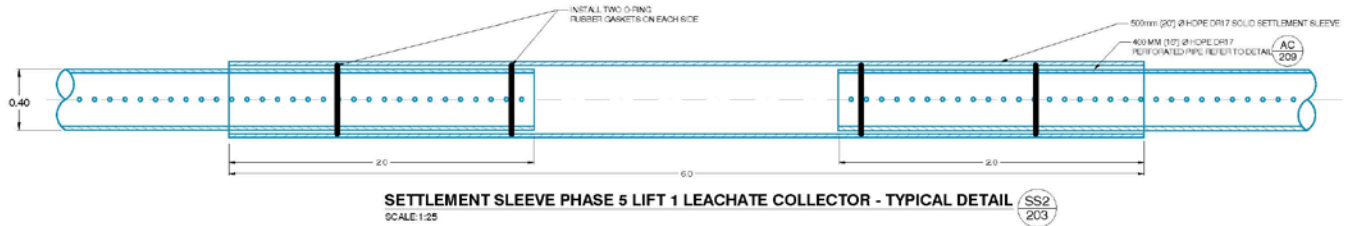
2.0 Handling

- 2.1 ALL OUTGOING MATERIALS SHALL BE INSPECTED FOR DIAMETER, WALL THICKNESS, LENGTH, STRAIGHTNESS, OUT-OF-ROUNDNESS, CONCENTRICITY, TOE-IN, INSIDE AND OUTSIDE SURFACE FINISH, MARKINGS, AND END CUT. QUALITY CONTROL SHALL PERFORM TESTS OF DENSITY, MELT FLOW RATE, CARBON CONTENT, AND CARBON DISPERSION. IN ADDITION, SAMPLES OF THE PIPE PROVIDED SHALL BE TESTED FOR HOOP TENSILE STRENGTH AND DUCTILITY BY EITHER QUICK BURST PER ASTM D1599 OR RING TENSILE PER ASTM D2290. MOLDED FITTINGS SHALL BE SUBJECT TO X-RAY INSPECTION FOR VOIDS, AND TESTS FOR KNIT LINE STRENGTH. ALL FABRICATED FITTINGS SHALL BE INSPECTED FOR FUSION QUALITY AND ALIGNMENT.
- 2.2 THE PIPE AND FITTING MANUFACTURER SHALL MAINTAIN PERMANENT QC AND QA RECORDS.

REQUEST FOR QUOTATIONS NO. PS20191451
 SUPPLY AND DELIVERY OF HDPE PIPES AND FITTINGS

APPENDIX 1 - REQUIREMENTS

PART 3 – DRAWING 1(see details – LEGIBLE DRAWING IS ATTACHED separately)



HORIZONTAL PIPE PERFORATION SCHEDULE			
PIPE Ø	PERF. ORIENTATION	PERF. DIM	PERF. SPACING
400mm	120°	18mmØ	75mm
500mm	120°	18mmØ	75mm

NOTE:
 • NO FIELD CUTTING ALLOWED. PIPE SHOULD BE PERFORMED BY MANUFACTURER OR CONTRACTOR BEFORE DELIVERY TO SITE.
 • REMOVE ALL DRILLING OR CUTTING BY-PRODUCTS PRIOR TO PIPE DELIVERY.

 SPERLING HANSEN ASSOCIATES	DESIGN BY: CC DRAWN BY: SR CHECKED BY: CC APPROVED BY: CC	SHEET PROJECT # 17042 HORIZONTAL SCALE: AS SHOWN VERTICAL SCALE:	2020 STORMWATER LEACHATE AND GAS SYSTEM EXPANSION VANCOUVER LANDFILL LEACHATE COLLECTOR DETAILS - 4
	CLIENT: CITY OF VANCOUVER	DESIGN BY: CC DRAWN BY: SR CHECKED BY: CC APPROVED BY: CC	SHEET PROJECT # 17042 HORIZONTAL SCALE: AS SHOWN VERTICAL SCALE:
REUSE OF DOCUMENTS: This drawing is a confidential return and shall not be reproduced in any manner for use for any purpose whatsoever except by written permission of Sperling Hansen Associates. This drawing is not approved for construction unless it bears a stamped and dated engineer's stamp, affixed on or after the date of the last revision.	DESIGN BY: CC DRAWN BY: SR CHECKED BY: CC APPROVED BY: CC	SHEET PROJECT # 17042 HORIZONTAL SCALE: AS SHOWN VERTICAL SCALE:	2020 STORMWATER LEACHATE AND GAS SYSTEM EXPANSION VANCOUVER LANDFILL LEACHATE COLLECTOR DETAILS - 4
No. DATE REVISIONS BY CHD/AFD	DESIGN BY: CC DRAWN BY: SR CHECKED BY: CC APPROVED BY: CC	SHEET PROJECT # 17042 HORIZONTAL SCALE: AS SHOWN VERTICAL SCALE:	17042-19-208 D 208

REQUEST FOR QUOTATIONS NO. PS20191451
SUPPLY AND DELIVERY OF HDPE PIPES AND FITTINGS

APPENDIX 1 - REQUIREMENTS

PART 4 – DRAWING 2 (see details – LEGIBLE DRAWING IS ATTACHED separately)

DETAIL 1
SCALE: NTS
405, 408 & 410 THRU 415

DETAIL 2
SCALE: NTS
405, 406 & 410 THRU 415

DETAIL 3
SCALE: NTS
405 & 410 THRU 415

DETAIL 4
NO SCALE

DETAIL 5
SCALE: NTS
410 THRU 415

DETAIL 6
SCALE: NTS
410 THRU 415

HORIZONTAL PIPE PERFORATION SCHEDULE

PIPE DIA	PERF ORIENTATION	PERF DIM	PERF SPACING
150 mm (6 IN)	90°	13 mm DIA (1/2" DIA)	75 mm (3 IN)

NOTES:

- ALL HDPE PIPE FOR HORIZONTAL GAS COLLECTORS SHALL BE SDR 11.0 UNLESS NOTED OTHERWISE.
- HDPE PIPE JOINT SHALL BE THERMAL BUTT FUSION WELDED UNLESS NOTED OTHERWISE. ELECTRO-FUSION FITTINGS & FLANGES ARE NOT ALLOWED UNLESS NOTED OTHERWISE OR AUTHORIZED BY OWNER.
- DEPTH OF PIPE VARIES. SEE PROFILE DRAWINGS. MINIMUM SOIL COVER OVER TOP OF PIPE 600 mm (2'-0").
- REFUSE ENCOUNTERED DURING EXCAVATION SHALL BE REMOVED AND DISPOSAL OF IMPACT AT LOCATION DESIGNATED BY OWNER. INSTALL FINAL BACKFILL, TYPE 2 FOR BALANCE OF FINAL BACKFILL MATERIAL.
- EXPOSED REFUSE SHALL BE COVERED ONLY WITH SOIL OR PLASTIC TARPS.
- DO NOT INSTALL EMBEDMENT MATERIAL OVER PIPE UNITS. PIPE GRADE HAS BEEN VERIFIED AND SURVEYED (BY THE CONTRACTOR) AND INSPECTED BY THE ENGINEER.



NO.	DATE	REVISIONS	BY	CHKD	APP'D

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This drawing is not approved for construction unless it bears a signed and dated engineers stamp, affixed on or after the date of the last revision.

CLIENT:	DESIGN BY:	DATE CREATED:	2020 STORMWATER, LEACHATE AND LPG SYSTEM EXPANSION VANCOUVER LANDFILL.
CITY OF VANCOUVER	TAM	2016/08/06	
	DRAWN BY:	FILE NAME:	
	LEL	17042-19-418	
	CHECKED BY:	HORIZONTAL SCALE:	NONE
	TAM	VERTICAL SCALE:	NONE
	APPROVED BY:	SCS PROJECT #:	04217029.00
	JWR		

2020 STORMWATER, LEACHATE AND LPG SYSTEM EXPANSION VANCOUVER LANDFILL.		
HORIZONTAL GAS COLLECTOR DETAILS		
DRAWING NO:	REV:	SHEET:
17042-19-418	D	418

**REQUEST FOR QUOTATIONS NO. PS20191451
SUPPLY AND DELIVERY OF HDPE PIPES AND FITTINGS**

APPENDIX 2 – DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE

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

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

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 subSuppliers 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: _____

**REQUEST FOR QUOTATIONS NO. PS20191451
SUPPLY AND DELIVERY OF HDPE PIPES AND FITTINGS**

APPENDIX 3 – 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: INSURER _____
 ✓ Personal Injury POLICY NUMBER _____
 ✓ Property Damage including Loss of Use POLICY PERIOD From _____ to _____
 ✓ Products and Completed Operations Limits of Liability (Bodily Injury and Property Damage Inclusive) -
 ✓ Cross Liability or Severability of Interest Per Occurrence \$ _____
 ✓ Employees as Additional Insureds Aggregate \$ _____
 ✓ Blanket Contractual Liability All Risk Tenants' Legal Liability \$ _____
 ✓ Non-Owned Auto Liability Deductible Per Occurrence \$ _____

5. **AUTOMOBILE LIABILITY INSURANCE** for operation of owned and/or leased vehicles
 INSURER _____ Limits of Liability -
 POLICY NUMBER _____ Combined Single Limit \$ _____
 POLICY PERIOD From _____ to _____ *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**
 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

REQUEST FOR QUOTATIONS NO. PS20191451
SUPPLY AND DELIVERY OF HDPE PIPES AND FITTINGS

APPENDIX 4 – FORM OF AGREEMENT



SUPPLY CONTRACT

REFERENCES: PS20191451

City of Vancouver (the “City”)

AND: SUPPLIER’S NAME (the “Supplier”)

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

having the following address:

ADDRESS

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

Contact Person:
Tel Number:
Email:

Name of City Project Manager: [project manager]

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 Supplier hereby agree to be bound by the terms of this contract.

PART A - SUPPLY:
Supply and Delivery of HDPE Pipes and Fittings

[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 any delivery/performance schedule, milestones, etc.]

Effective Date:
This agreement shall come into full force and effect on the date xxxx hereof (the “Effective Date”)

Unless earlier terminated pursuant to Section 33 of Supply Contract Terms and Conditions, this agreement shall terminate on the first (1st) anniversary of the Effective Date or such later date as the Parties may agree in writing.

Subject to termination pursuant to Section 33 of Supply Contract Terms and Conditions, the term of this Agreement may be extended for one year (1) following the first anniversary of the Effective Date, at the option of the City, upon written notice from the City to the Consultant.

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

PART B - FEES AND PRICING:
Fees: <description> Billing Date(s): See Section 20 of the Supply Contract Terms and Conditions

[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.]

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.

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)

“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.

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.]

**REQUEST FOR QUOTATIONS NO. PS20191451
SUPPLY AND DELIVERY OF HDPE PIPES AND FITTINGS**

APPENDIX 4 – FORM OF AGREEMENT

PART C: APPROVED SUBSUPPLIERS: [Provide names or write "None" .]

PART D: INSURANCE

Without limiting any of its obligations or liabilities under this Supply Contract, the Supplier will obtain and continuously carry and will cause its subSuppliers 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 \$2,000,000 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 Supplier and the Supplier'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 Supplier or the actions of the Supplier or the Supplier'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 Supplier's property of every description containing a provision in 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 Supplier 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 Supplier and each of its subSuppliers will provide at its own cost other lines of insurance coverages, endorsements, or increased limits of insurance as deemed necessary by the City and as a reasonable and prudent Supplier would require to protect their 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's 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 Supplier's insurance policy (policies) shall be primary with respect to all claims arising out of the operations of the Supplier. 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 Supplier's insurance and will not contribute to it.

Neither the providing of insurance by the Supplier 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 Supplier from any other provisions of the Supply Contract with respect to liability of the Supplier or otherwise.

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

REQUEST FOR QUOTATIONS NO. PS20191451
SUPPLY AND DELIVERY OF HDPE PIPES AND FITTINGS

APPENDIX 4 – FORM OF AGREEMENT

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>.

The parties hereto have duly executed this Contract as of the XXX day of MONTH, YEAR.

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

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

Per: _____

Paul Bruce, Manager
Contracts and Administration
Supply Chain, City of Vancouver

Per: _____

Authorize Signatory

**REQUEST FOR QUOTATIONS NO. PS20191451
SUPPLY AND DELIVERY OF HDPE PIPES AND FITTINGS**

APPENDIX 4 – FORM OF AGREEMENT

SUPPLY CONTRACT TERMS AND CONDITIONS

A. SUPPLIER'S OBLIGATIONS

1. **Supply.** The Supplier 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 Supplier 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 Supplier must comply with the City's instructions in performing the Supply, but unless otherwise specified herein, the Supplier 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 Supplier 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 Supplier 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 Supplier and its personnel and the Supply.
4. **Warranty.** Without limitation to any additional warranties provided by the Supplier, whether indicated on the face of this contract or otherwise provided, the Supplier warrants that: (a) all goods, provided by the Supplier 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 Supplier, or if the Supply does not conform to the terms and conditions of this Contract, the City may at its option (a) require the Supplier 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 Supplier with all expenses incurred by the City. The Supplier 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 Supplier hereunder.

5. **Title and Risk.** Title to any Good supplied by the Supplier 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 Supplier 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. **Supplier Personnel.** The Supplier 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 Supplier 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 Supplier 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 Supplier 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 Supplier 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 Supplier 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 Supplier will permit the City to inspect and copy all Deliverables.
9. **Confidentiality.** The Supplier 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 Supplier undertakes to treat as confidential all Deliverables and all information received by reason of its position as Supplier 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 Supplier must provide, maintain and pay for, and cause all subSuppliers 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 Supplier must provide, maintain and pay for, and cause all subSuppliers to provide, maintain and pay for, such insurance as would be obtained by a prudent consultant or Supplier providing goods and/or services similar to the Supply. The Supplier must provide written proof of such insurance coverage upon the written request of the City.
11. **WorkSafeBC.** The Supplier 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 Supplier agrees that the City has the unfettered right to set

**REQUEST FOR QUOTATIONS NO. PS20191451
SUPPLY AND DELIVERY OF HDPE PIPES AND FITTINGS**

APPENDIX 4 – FORM OF AGREEMENT

off the amount of the unpaid premiums and assessments for such WorkSafeBC coverage against any monies owing by the City to the Supplier. 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 Supplier will provide the City with the Supplier's and each subSupplier's WorkSafeBC registration number and clearance letters from WorkSafeBC confirming that the Supplier and each subSupplier is in good standing with WorkSafeBC prior to the City having any obligation to pay monies under this Agreement.

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

12. **City Business Licence.** The Supplier 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 Supplier shall continue performance of its obligations under this Contract notwithstanding the existence of a dispute.
14. **Independent Supplier.** This Contract is a contract for goods and/or services and neither the Supplier nor the Supplier's personnel or permitted subSuppliers, are, or deemed to be, partners, appointees, employees or agents of the City. The Supplier will not represent to anyone that the Supplier has any authority to bind the City or that the Supplier is an employee or agent of the City.
15. **No Assignment or Subcontracting.** The Supplier 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 Supplier), this Contract or any right or obligation of the Supplier 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 Supplier from any obligations under this Contract. The Supplier must ensure that any assignee or subSupplier fully complies with this Contract in performing the Supply and nothing in this Contract creates any contractual relationship between a subSupplier and the City.
16. **Conflict of Interest.** The Supplier 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 Supplier 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 Supplier or the Supplier's personnel in connection with their performance of the Supply.

b. Acceptance "As Is"

In undertaking the Supply, the Supplier 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 Supplier's personnel.

c. Indemnity

Despite any insurance which may be placed by the City, the Supplier 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 Supplier or the Supplier's personnel, permitted assignees or subSuppliers 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 Supplier 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 Supplier 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 Supplier engaged in performing the Supply, and the Supplier shall comply with any such request. The Supplier 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 Supplier 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 Supplier's expenses are reimbursable in accordance with this Contract, the City will reimburse the Supplier 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 Supplier; (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),

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APPENDIX 4 – FORM OF AGREEMENT

- provided always that the City reserves the right to make arrangements through its service providers for any flights and/or accommodations required by the Supplier in connection with its performance of the Supply. If a "Maximum Amount" is specified in Part B, then the City is not, and shall not be, obliged to pay to the Supplier 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 Supplier 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 Supplier for the preceding month. The City's Project Manager shall review the draft, raise any concerns with the Supplier within ten working days and, after settlement of any issues (in the Project Manager's discretion), approve the draft invoice. The Supplier, if so requested, will meet with the City's Project Manager to expedite and settle the draft invoice. The Supplier will submit its final invoice, as per the approved draft invoice, to the City of Vancouver, Attention: Accounts Payable, by email to APInvoice@vancouver.ca. Each invoice must contain:
- Supplier 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 Supplier 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 Supplier 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 Supplier shall immediately cause such lien to be discharged. The City may withhold from any payment due to the Supplier 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 Supplier.
24. **Withholding for Non-Residents.** If the Supplier is a non-resident of Canada, the City may withhold from any payment due to the Supplier 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 Supplier must maintain, and shall cause any subSuppliers 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 Supplier, 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 Supplier 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 Supplier to comply with this Contract, immediately on giving written notice of termination to the Supplier, or
 - b. For any other reason, on giving at least 10 days' written notice of termination to the Supplier.
- If the City terminates this Contract under paragraph b. above, the City must pay the Contract that portion of the fees and expenses described in PART B which equals the portion of the Supply that was competed to the City's satisfaction before termination. That payment discharges the City from all liability to the Supplier under this Contract. If the Supplier 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 Supplier's successors and permitted assigns and shall enure to the benefit of any successors and assigns of the City.
35. **Voluntary Agreement.** The Supplier 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 Supplier agrees that upon any reasonable request of the City, the Supplier 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**