



REQUEST FOR QUOTATION 4225Q

ON CALL PLUMBING CONTRACTOR

Quotations will be received at the Information Counter, Main Floor, Richmond City Hall, addressed to the Purchasing Section, 6911 No. 3 Road, Richmond, BC, V6Y 2C1, until local time on:

Thursday, April 21, 2011 12:00 pm

NOTES:

1. Two (2) copies of quotations shall be in a sealed envelope or package marked with the bidder's Name, the RFQ Title and Number.
2. The Closing time will be conclusively deemed to be the time shown on the clock used by the City for this purpose.
3. Faxed quotations will not be received or considered.

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

Daianna Panni - Buyer I

email: purchasing@richmond.ca

The deadline for all enquiries is: **Monday, April 11, 2011 5:00pm**

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REQUEST FOR QUOTATION 4225Q
ON CALL PLUMBING CONTRACTOR

Name of Bidder: _____

Address: _____

City: _____

Province: _____

Postal Code _____

Telephone Number: _____

Contact Person: _____

Title: _____

Email Address: _____

Fax Number: _____

PART A – INSTRUCTIONS TO BIDDERS

PART A – INSTRUCTIONS TO BIDDERS

1.0 Description of Requirement

- 1.1 Quotations are invited for On Call Plumbing Contractor as set out herein, for the City of Richmond.
- 1.2 Bidders are required to submit a quotation for the full requirement only. Partial responses will be put aside and given no further consideration.
- 1.3 Bidders shall have:
 - Work safe requirements for Confined Space Entry;
 - Technicians that are Confined Space Entry certified;
 - Confined Space Entry procedures. Provide an information sheet outlining the procedures with your bid submission;
 - Staff who are trained and certified. Provide a list of all staff along with a copy of their certification document;
 - Work within our Occupational Health & Safety guidelines.

2.0 Contract Term

The duration of the contract shall be for one (1) year and may be renewed for an additional three (3) one-year periods, to a maximum of four (4) years, upon mutual consent of both parties. Notwithstanding the foregoing the City may cancel the contract at any time. The contract schedule is as follows:

June 1, 2011 – April 30, 2012
June 1, 2012 – April 30, 2013 (optional one year term)
June 1, 2013 – April 30, 2014 (optional one year term)
June 1, 2014 – April 30, 2015 (optional one year term)

3.0 Pricing

- 3.1 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 sole responsibility of the Bidder to thoroughly examine these documents, and amendments and addenda 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 amendment or addendum will be published on the following websites:

PART A – INSTRUCTIONS TO BIDDERS

- a) BC Bid: <http://www.bcbid.gov.bc.ca/open.dll/welcome?language=En>
- b) City's website: <http://www.richmond.ca/busdev/tenders.htm>

4.2 The City, its agents and employer shall not be responsible for any information given by way of oral or verbal communication.

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.

6.0 Pre-Bid Meeting – Intentionally Omitted

7.0 Submission of Quotation

7.1 The response to this Request for Quotations (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.

7.2 Quotations received after the Closing Time or in locations other than the address indicated, will not be accepted and will be returned unopened.

7.3 The Bidder shall submit two (2) copies of its Quotation in accordance with the instructions stated herein.

7.4 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.

7.5 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.

7.6 Quotations may be withdrawn by written notice only, provided such notice is received at the Purchasing Services office prior to Closing Time.

PART A – INSTRUCTIONS TO BIDDERS

- 7.7 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.
- 7.8 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.

8.0 Conflict of Interest

- 8.1 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.

9.0 Evaluation of Quotations

- 9.1 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, 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) any other criteria set out in the RFQ.
- 9.2 Prior to Contract award, the Bidder may be required to demonstrate financial stability. Should the City so request, the Bidder will be required to provide annual financial reports or a set of financial statements prepared by an accountant and covering the last two (2) fiscal years.

PART A – INSTRUCTIONS TO BIDDERS

- 9.3 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.
- 9.4 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.
- 9.5 Preference may be given to Quotations offering environmentally beneficial products or services.

10.0 Acceptance and Rejection of Quotations

- 10.1 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;
 - 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.
- 10.2 All Quotations shall be irrevocable and remain open for a minimum of sixty (60) days after the Closing Time, whether or not another Quotation has been accepted.
- 10.3 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.

PART A – INSTRUCTIONS TO BIDDERS

11.0 Award of Contract

- 11.1 Award of a Contract is contingent on funds being approved and the contract award being made by the appropriate City authority.
- 11.2 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) The City's purchase order including the standard purchase order terms and conditions;
 - b) Or any mutually agreed to amendments between the Bidder and the City;
 - c) The Quotation; and
 - d) The RFQ and any subsequent amendments or addenda.
- 11.3 Where the head office of the successful Bidder is located within the City of Richmond and/or where the successful Bidder is required to perform the Service at a site located within the City of Richmond, the successful Bidder is required to have a valid City of Richmond business license prior to Contract execution.
- 11.4 The City is not under any obligation to award a Contract and may elect to terminate this RFQ at anytime.
- 11.5 The award consists of a labour and material contract guided by the rates and pricing structure identified in the Form of Quotation. The City reserves the right to request firm price quotations on an individual project from the successful contractor or any other contractor.

12.0 Publication of the Results of the Request for Quotation

- 12.1 The City will publish the name of the successful Bidder on the websites listed in section 4.1. No other notices will be issued by the City. Bidders shall visit these websites to obtain the results of this Request for Quotation.

13.0 Quantities

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

PART A – INSTRUCTIONS TO BIDDERS

14.0 Brand Names – Intentionally Omitted

15.0 Alternates and/or Variations to Specifications

- 15.1 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.
- 15.2 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.
- 15.3 The City is not obligated to accept any alternatives.
- 15.4 The City will determine what constitutes allowable alternatives and/or variations.

16.0 Freedom of Information and Protection of Privacy Act (BC)

- 16.1 Bidders should note that the City of Richmond 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.

17.0 Confidentiality

- 17.1 Information about the City obtained by Bidders must not be disclosed unless prior written authorization is obtained from the City.
- 17.2 The Contractor agrees that this obligation of confidentiality will survive the termination of the Contract between the Contractor and the City.

18.0 Insurance

- 18.1 The contractor will be required to Indemnify and Insure the City as shown in the General Conditions of the Contract.
- 18.2 Bidders shall have the Undertaking of Liability Insurance Form Letter L1-1 within the document completed and submitted with their Quotation.
- 18.3 All policies and certificates shall be submitted to the Purchasing Section before a contract is issued to carry out the work.

PART A – INSTRUCTIONS TO BIDDERS

18.4 All bids shall be accompanied by an Undertaking of Surety, an Undertaking of Liability Insurance,

19.0 Bid Bond – Intentionally Omitted

PART B – GENERAL CONDITIONS

PART B – GENERAL CONDITIONS

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;

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

“City” means the municipal corporation, generally known as the City of Richmond.

“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;

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

“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

PART B – GENERAL CONDITIONS

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.”;

“HST” means the harmonized sales tax administered under the Excise Tax Act (Canada) and any successor tax or levy therefore in force from time-to-time;

“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.

“Quotation” means the Bidder’s response 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- Requirements; Part D – Quotation Form;

“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;

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

“Work Site” means the site where the Work is being performed, Richmond, B.C., unless otherwise stated in this RFQ.

2.0 Personnel

2.1 Qualified Personnel

The Contractor will provide only professional personnel who have the qualifications, experience and capabilities to perform the Work.

2.2 Replacement of Personnel or Sub-Contractors

If the City reasonably objects to the performance, experience, qualifications or suitability of any of the Contractor’s personnel or subcontractors then the Contractor will, on written request from the City, replace such personnel or sub-contractors.

2.3 City’s Own Forces and Other Contractors

PART B – GENERAL CONDITIONS

The City may have its own work forces and other contractors on the site while the Work is under way. The City will coordinate the work of all contractors on the site and require their coordination with each other. The Contractor will report to the City and apparent deficiencies in other contractors' work which would affect the Work, immediately after the deficiencies come to the Contractor's attention.

3.0 Sub-contractors

- 3.1 The Contractor will perform the Work using its own personnel and those subcontractors as may be listed in *Part D - Quotation Form* and approved by the City, and will bind all approved subcontractors to the terms of the Contract Documents, as applicable to the subcontractors' work. The Contractor will be as fully responsible to the City for acts and omissions of subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.
- 3.2 All sub-contractors are the responsibility of the Contractor.
- 3.3 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.
- 3.4 The Contractor agrees to ensure performance by every sub-contractor with the terms and requirements of the Contract Documents.
- 3.5 No sub-contractors will be permitted except those expressly named by the Contractor in Part D – quotation form or subsequently permitted in writing by the City pursuant to Section 4.1 of these General Conditions.
- 3.6 The Contractor will list below all subcontractors it intends to use in its performance of the Work, and what parts of the Work each subcontractor will be undertaking (the "Subcontractors").
- 3.7 The Contractor, if awarded the Contract, will engage the listed Subcontractors only, and no others in their stead, without prior written authorization of the City.
- 3.8 The Contractor, if awarded the Contract, will ensure that every Subcontractor is bounded by a legal agreement with the same terms and conditions of the Contract.

4.0 Independent Contractor

- 4.1 The Contractor, its sub-contractors, the officers, directors, shareholders, partners, personnel, affiliates and agents of the Contractor and its sub-contractors are not,

PART B – GENERAL CONDITIONS

nor are they to be deemed to be, partners, appointees, employees or agents of the City.

5.0 Assignment

- 5.1 Subject to Sections 2, 3 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.
- 5.2 Despite Section 4.1, the Contractor may utilize those sub-contractors expressly named in the "List of Subcontractors" of Part D– 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, sub-contract, or let out as task work their obligations under the Contract documents, except in accordance with Section 4.1 above.
- 5.3 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.

6.0 Time of the Essence

- 6.1 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.

7.0 Laws, Permits and Regulations

- 7.1 The laws of British Columbia shall govern the Contract.
- 7.2 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.

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8.0 Inspection

- 8.1 The services are subject to inspection and in case any of the services are not in conformity with the Requirements of the Contract or the Contractors' warranty (expressed or implied), the City shall have the right either to reject them or to require correction.
- 8.2 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.
- 8.3 The City will not be deemed to have accepted the services by virtue of a partial or full payment for it.

9.0 Use of Premises

- 9.1 The Contractor shall confine the use of the premises for his work as directed by the City and shall comply with regulations which govern the building or institution where the work is located.
- 9.2 At the conclusion of the work, the Contractor shall clean up and remove all debris and rubbish to the satisfaction of the City.

10.0 Light, Power, and Heat

- 10.1 The City's supply of electrical energy will be available to the Contractor without charge.
- 10.2 The City's supply of water will be available to the Contractor without charge.
- 10.3 The Contractor, upon completion of the work, shall remove temporary connections and extension of services, leaving the existing structures and services undamaged.

11.0 Quality of Workmanship and Materials

- 11.1 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.
- 11.2 The whole of the works and the manner of performing this Contract shall be done to the entire satisfaction and approval of the City, and it shall be the sole judge of the work and materials in respect of both quality and quantity, and its decision

PART B – GENERAL CONDITIONS

with regard to work or materials, or as to the meaning and intention of this Contract, or any part or parts thereof, shall be binding and final upon the Contractor.

- 11.3 All work shall be done in strict conformity with the Contract Documents and drawings which form a part of the Contract. The intent of the contract documents is to include all labour, materials, equipment, services, supplies and all the things necessary for the proper and complete execution of the work.
- 11.4 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.
- 11.5 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.

12.0 Warranty

- 12.1 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).
- 12.2 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 RFQ.
- 12.3 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.
- 12.4 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.
- 12.5 The Contractor warrants that its employees have the qualifications, experience, knowledge, skills and abilities necessary for the fulfilment of the Contract.

13.0 Indemnification and Insurance

- 13.1 The Contractor shall indemnify, hold and save harmless the City from and against all claims, losses, damages, costs, actions and other proceedings made, sustained,

PART B – GENERAL CONDITIONS

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

- 13.2 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.
- 13.3 The Contractor shall assume the defence 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.
- 13.4 The Contractor will 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 manner, based upon, occasioned by, attributable to any injury, including death, property damage, infringement, or damage arising from any act or omission of the Contractor, his employees, officers, volunteers, servants, or agents or persons from whom the Contractor has assumed responsibility in the performance or purported performance of this agreement
- 13.5 The Contractor shall, at his own expense, through the terms of the contract secure, maintain, and pay for the following coverages:
- a) Comprehensive General Liability Insurance with a limit of not less than \$5,000,000 inclusive per occurrence for bodily injury and property damage and \$5,000,000 for personal injury. The policy or policies shall cover all premises and operations necessary or incidental to the performance of this agreement and include but not necessarily be limited to the following coverages:
 1. Contractual liability assumed under this agreement.
 2. Contingent employer's liability with respect to operations of sub-contractors.
 3. Owner's protective liability.
 4. Cross liability.

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5. Automobile liability (non-owned, hired).
 6. Completed operations liability 24 months after completed operations.
 7. Voluntary medical payments.
- b) "Course of Construction" Property Damage Insurance covering all risks of physical loss or damage on an occurrence basis, including loss of use of property, and including losses or damage from flood or earthquake. The coverage provided shall amount to no less than eighty (80%) percent of the total value of the work done and material delivered to the site, or under the control of the Contractor, payable to the City and Contractor as their interests may appear, and protecting each in such terms as will preclude subrogation claims by the insurer against anyone insured there-under.
- 13.6 The City, its officers, officials, and employees shall be added as an additional insured on all such policies. All such insurance provided by these policies shall be primary regardless of any insurance or self insurance that may be enforced at the time of any loss or claim that insures the City, its officers, officials, and employees.
- 13.7 The policy or policies shall be underwritten by an insurance company or companies licensed to do business in the Province of British Columbia and who meet with the reasonable approval of the City. Prior to the commencement of the work defined by this agreement, the Contractor shall furnish the City through the Office of the Manager Purchasing and Risk a certified original copy of all such policies as evidence that such insurance is in force. The Contractor agrees that such insurance policies cannot be cancelled, lapsed, or materially changed without at least thirty (30) days' written notice to the City.
- 13.8 Maintenance of such insurance and the performance of the Contractor of his obligations under this clause shall not relieve the Contractor of liability under the indemnification provisions here and above set forth. The foregoing insurance provisions shall not limit the insurance required by Municipal, Provincial, or Federal law
- 13.9 It shall be the full responsibility of the Contractor to determine whether any additional insurance coverage is necessary and advisable for its own protection and/or to fulfil its obligations under this Contract. Any such additional insurance shall be provided and maintained by the Contractor its own expense.
- 13.10 It is understood that this agreement is strictly between the Contractor and the City and the Contractor is an independent contractor for the City and no employment

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relationship, partnership, agency, or joint venture exists between the City, the employees of the Contractor and/or its agents and/or their employees, and/or its Contractors and/or their employees. Any disputes between the Contractor and any of its employees and/or its agents and/or their employees and/or their Contractors and/or their employees shall be resolved by the Contractor with no involvement by the City.

14.0 WorkSafe BC Coverage/Prime Contractor

- 14.1 The Contractor agrees that it shall at its own expense procure and carry or cause to be procured and carried and paid for, full WorkSafe BC 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 WorkSafe BC 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 WorkSafe BC's premiums, assessments or penalties in respect of work done or service performed in fulfilling this contract had been paid in full.
- 14.2 The Contractor agrees that it is the Prime Contractor for the purposes of the WorkSafe BC Occupational Health and Safety Regulations for the Province of British Columbia. The Contractor shall have a safety program acceptable to the WorkSafe BC and shall ensure that all WorkSafe BC safety rules and regulations are observed during performance of this contract, not only by the Contractor but by all subcontractors, workers, material men and others engaged in the performance of this contract. Prior to commencement of construction, the Contractor shall complete and file a "Construction Notice of Project" with the WorkSafe BC and shall provide a copy of the same to the City confirming that the Contractor shall be the Prime Contractor responsible for coordination of safety and health under Part three (3) of the WorkSafe BC Act and Part 20 of the WorkSafe BC Occupational Health and Safety Regulations.
- 14.3 The Contractor shall provide the City with the Contractor's WorkSafe BC registration number and a letter from the WorkSafe BC confirming that the Contractor is registered in good standing with the WorkSafe BC and that all assessments have been paid to the date thereof prior to the City having any obligation to pay monies under this contract. The Contractor shall also provide a signed copy of the Prime Contractor Designation Document.
- 14.4 The Contractor shall 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 unpaid WorkSafe BC assessments owing from any person

PART B – GENERAL CONDITIONS

or corporation engaged in the performance of this contract or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the WorkSafe BC, including penalties levied by the WorkSafe BC.

15.0 Termination

- 15.1 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.
- 15.2 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).
- 15.3 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.

PART B – GENERAL CONDITIONS

16.0 Payments

- 16.1 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.
- 16.2 The City shall make progress payments once a month for work completed and materials on the site upon receipt of the Contractor's invoice.
- 16.3 Except for the final payment, the City shall holdback ten (10%) percent of the amount of progress claims. The City shall pay the holdback fifty-five (55) days after completion of the work upon receipt of the contractor's written claim for final payment accompanied by a Statutory Declaration stating that the Contractor has discharged every obligation and paid or satisfied every just claim incurred by him in connection to the Contract, including claims by his subcontractors, and upon receipt of clearance from the Workers' Compensation Board.

17.0 Taxes

- 17.1 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).
- 17.2 Invoices shall show the appropriate amounts for HST.

18.0 Non-resident Withholding Tax

- 18.1 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 fifteen (15%) percent. 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.

19.0 Liens

- 19.1 The Contractor shall fully 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 inequity or to any claim or liability under the Builders Lien Act, or to any attachment for debt, garnishee process, or otherwise.

PART B – GENERAL CONDITIONS

20.0 Patent Fees

20.1 The Contractor shall pay all royalties and licence fees and shall save the City harmless from loss on account of suits or claims of infringement of patents in the doing of the work.

20.2 Performance Bond – Intentionally Omitted

21.0 Protection of Person and Property

21.1 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 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.

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

21.3 The Contractor shall maintain protection of all his work and materials from damage and shall protect the City's and any adjoining property from injury due to the Contractor's work.

22.0 Clean Up

22.1 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.

23.0 Character of Workers

23.1 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;

PART B – GENERAL CONDITIONS

- 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.

23.2 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.

24.0 Conduct of the Contract

24.1 The City of Richmond's Manager, Purchasing shall have the conduct of the RFQ and the Contract.

25.0 Rectification of Damage and Defects

25.1 The Contractor shall rectify any loss or damage for which, in the opinion of the City the Contractor is responsible, at no charge to the City and to the satisfaction of the City. Alternatively, the City may repair the loss or damage and the Contractor shall pay to the City the costs of repairing the loss or damage forthwith upon demand from the City. Where, in the opinion of the City, it is not practical or desirable to repair the loss or damage, the City may estimate the cost of the loss or damage and deduct such estimated amount from the amount owing to the Contractor hereunder.

26.0 Failure to Perform

26.1 If, in the opinion of the Manager Purchasing, the work is improperly, defectively, or insufficiently performed, or being performed, the Manager Purchasing may, in writing, order the Contractor to re-execute or correct the work in accordance with such order; and if the Contractor fails to comply with such order within ten (10) working days, the Manager Purchasing may, at any time thereafter, execute or cause to be executed the order so given, and the Contractor shall, on demand, pay to the City of Richmond, all costs, damages, and expenses incurred in respect thereof or occasioned by reason of the non-compliance by the Contractor with any such orders; and if the Contractor fails to pay such costs, damages, and expenses, the City of Richmond may retain and deduct such costs, damages, and expenses from any amount then or thereafter payable to the Contractor under this Contract.

26.2 Should the Contractor neglect to execute the Requirement 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.

PART B – GENERAL CONDITIONS

- 26.3 If the Contractor fails to perform any provision of the Contract due to reasons of strike, lockout or other work stoppages, 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.

27.0 Dispute Resolution

- 27.1 All claims, disputes or issues in dispute between the City and the Contractor shall be decided by mediation or arbitration, if the parties agree, or failing agreement, in a Court of competent jurisdiction with the Province of British Columbia and be governed by the laws of British Columbia.
- 27.2 In the event that the parties agree to arbitration pursuant to the above, the arbitration shall be governed by the rules of the British Columbia International Commercial Arbitration Centre, except that the arbitrator or arbitrators shall be agreed upon by the parties, and failing agreement by the parties, shall be appointed by a court of competent jurisdiction with the Province of British Columbia.
- 27.3 In the event that the parties agree to arbitration, the arbitration shall take place in the Lower Mainland, British Columbia and be governed by the laws of British Columbia.
- 27.4 The procedure set out in this section is not meant to preclude or discourage informal resolution of disagreements between the City and the Contractor.

28.0 Delivery

- 28.1 Deliveries shall be made when the building is opened. Each City owned building has it's own hours of operation.

29.0 Changes in Requirements

- 29.1 The City, without invalidating the Contract, may make changes to the Contract by altering, adding or deducting from the Requirements. Subject to mutual agreement, the Contractor shall proceed with the amended Requirements and the amended Requirements shall be executed under the provisions of the Contract.
- 29.2 The Contractor must not make any changes to from the terms of the Contract unless it shall first have received the written consent of the City and no claims for additional compensation shall be valid unless the change is so ordered.

PART B – GENERAL CONDITIONS

30.0 Notices

- 30.1 Any notice required to be given in this Contract shall be deemed to be duly given to the City if sent by registered mail addressed to the City's Purchasing Manager at Richmond "City Hall, 6911 No. 3 Road, Richmond, BC V6Y 2C1" and to the Contractor if sent by registered mail addressed to the Contractor at the address set forth in the Quotation.

PART C – REQUIREMENTS

PART C – REQUIREMENTS

LOCATION OF WORK

- The work may be carried out at any of the City of Richmond's 100 (+,-) buildings or facilities on an as and when required basis.

SCOPE OF WORK

- The work shall be carried out by a qualified contractor with the appropriate Trade Qualification Card and in compliance with the conditions of the Provincial WCB Regulations and WHMIS Legislation. All installations must be accompanied by appropriate permits, drawings, engineering reports, maintenance manuals and training at completion must be handed over to Building Operations at Public Works.
- The work may require multiple sites to be serviced at one time. A small company that employs only a couple of men is not adequate to handle the demands of this contract.
- The work calls for the repair, maintenance, service and retrofitting of a variety of commercial and industrial plumbing systems.
- Subcontracting is not allowed unless authorization by City personnel prior to work commencing. Failure to do so, may result in immediate termination of this contract.
- The work calls for the repair of plumbing systems on an on call basis up to a job value of \$ 25,000.00 with provision for off hour and weekend installations/repairs. Ten percent (10%) of the work requested will involve Confined Space Entry.

DETAILS

- City of Richmond requests that the successful Contractor submit supplier invoices to the City for purchase of supplies, and for labour used for each job.
- The following will be the process of all contractors completing Preventive Maintenance (PM) work and/or services:
 1. Contractor will receive a Hansen PM for specific work required according to established frequencies.
 2. Contractor shall sign and date PM work order and return to Facilities Management (FM) office as soon as work is completed (within 24 hours) via fax.
 3. Contractor shall complete and return signed copy of the check sheet approved by FM maintenance staff.

PART C – REQUIREMENTS

4. Contractor shall send all completed invoices to FM office/Work Control Centre

City of Richmond – Facilities Management Department
5599 Lynas Lane, Richmond BC V7C 5B2
Fax: 604-233-3314

5. **All invoices shall include the minimum information. All invoices that do not list the number of hours worked along with the hourly rate will be returned. Payment will be processed once the following criteria is met.**

- **Number of hours and hourly rate**
 - Current Open/Standard Purchase Order Number
 - Hansen Work Order Number
 - Facility name and address of work completed
- **Failure to comply with invoice criteria listed above, will result in cancellation of contract. Please initial here _____**

6. Contractor shall report any Life Safety Issues to Work Request Line as soon as possible.

Work Request Line	604-233-3307	(8 am to 5 pm Monday – Friday)
City Operations Dispatcher	604-270-8721	(5 pm to 8 am Monday – Friday and weekends and Stat Holidays)

- The Contractor must complete the work within the time frame/priority code as listed on the work order.
- **Mandatory** response time limit:
 - 1 hour – emergency time (24/7/365)
 - 24 hours – standard time
 - 24 hours – weekends and evenings
- The Contractor must complete the work in a professional manner
- The Contractor must report to Facility Management to keep the City apprised of status of work being done (eg. date/time/and delays).
- The Contractor must ensure that all staff are wearing clearly visible identification badges (company name/first name) when working on a job site for the City of Richmond. ID Badges are available at the reception counter at most city of Richmond locations.

PART C – REQUIREMENTS

- All Contractors will also be required to complete the sign-in book at the reception counter when picking up their ID Badges.

PART E – QUOTATION FORM

PART D – QUOTATION FORM

Quotation Form

Purchasing Section
City of Richmond
6911 No. 3 Road
Richmond, BC V6Y 2C1

The undersigned Bidder, having carefully read and examined the Instructions to Bidders, Undertaking of Liability Insurance, Quotation Form, General Conditions of Contract and Requirements/Specifications, and having full knowledge of the work required, does hereby offer to provide all necessary labour, materials, and equipment in strict accordance with the Specifications and to do all therein called for on the terms and conditions and under the provisions therein set forth at the following:

- | | | | |
|----|---------------|------------------------|------------------------|
| 1) | Labour charge | Regular Time | @ \$_____ /hr. |
| | | Specify time: _____ | hrs (i.e. 7am to 5pm) |
| | | Specify days/wk: _____ | days (i.e. Mon – Fri) |
| 2) | Labour charge | Overtime | @ \$_____ /hr. |
| | | Specify time: _____ | hrs (i.e. 5pm to 7am) |
| | | Specify time: _____ | days (i.e. Fri to Mon) |

PLEASE CIRCLE ONE (either hr or Trip)

- | | | |
|----|---|------------------------|
| 3) | Charge for Travel Time | @ \$_____ /hr. or Trip |
| 4) | Charge for Vehicle | @ \$_____ /hr. or Trip |
| 5) | Discount on materials purchased from Bidder | @ _____ % |
| 6) | Markup on materials purchased from outside sources
(Invoices can be requested at any time) | @ _____ % |

The above prices include and cover duties, handling and transportation charges, and all other charges incidental to and forming part of this Quotation **excluding HST**.

Payment Terms _____

Early Payment Terms _____

PART E – QUOTATION FORM

Price Fluxations

The rates above are for the first term. The chart below are for the next three (3) terms.

Term	(+ or -) %
Year 2 (June 1, 2012 – April 30, 2013)	
Year 3 (June 1, 2013 – April 30, 2014)	
Year 4 (June 1, 2014 – April 30, 2015)	

PART E – QUOTATION FORM

Bidder's Information Summary

COMPLETE / DESCRIBE IN DETAIL - ATTACH ADDITIONAL SHEETS IF REQUIRED

NAME OF COMPANY: _____

TYPE OF BUSINESS:
(LIMITED COMPANY, LIMITED PARTNERSHIP, SOLE PROPRIETORSHIP)

YEARS IN BUSINESS: _____

NUMBER OF EMPLOYEES: _____

QUALIFICATIONS OF PERSONNEL PROPOSED TO WORK ON CITY CONTRACT:

RESPONSE TIME TO SERVICE CALLS: _____ (REG. HRS) _____ (O.T. HRS)
(FROM TIME OF SERVICE CALL)

Mandatory response time limit:
1 hour – emergency time (24/7/365)
24 hours – standard time
24 hours – weekends and evenings

UNION OR NON-UNION COMPANY: _____

IF UNION GIVE EXPIRY DATE OF EXISTING CONTRACT: _____

PART E – QUOTATION FORM

A. DESCRIBE YOUR COMPANY’S TRAINING PROGRAMS

B. DESCRIBE YOUR COMPANY’S WHMIS TRAINING PROGRAMS

C. DESCRIBE YOUR COMPANY’S SAFETY TRAINING PROGRAMS

D. DESCRIBE HOW YOU PROPOSE TO ORIENT YOUR COMPANY PERSONNEL TO THE “NEW SITES”

PART E – QUOTATION FORM

Note: The following is an example of an annual inspection. Please be specific in your description of the steps you would take in dealing with the following scenario. The quoted cost **MUST** be submitted with your submission.

Failure to do so, will result in disqualification of your bid.

Preventative Maintenance Inspection at Richmond City Hall

Unit: hundred (100) gallon gas fired DHW Tank

- 1 Check combustion chamber for air or gas leaks.
- 2 Inspect and clean oil burner gun and ignition assembly where applicable.
- 3 Inspect fuel system for leaks and change fuel filter element, where applicable.
- 4 Check fuel lines and connections for damage.
- 5 Check for proper operational response of burner to thermostat controls.
- 6 Check and lubricate burner and blower motors.
- 7 Check main flame failure protection and main flame detection scanner on boiler equipped with spark ignition (oil burner).
- 8 Check electrical wiring to burner controls and blower.
- 9 Clean firebox (sweep and vacuum).
- 10 Check operation of mercury control switches (i.e., steam pressure, hot water temperature limit, atomizing or combustion air proving, etc.).
- 11 Check operation and condition of safety pressure relief valve.
- 12 Check operation of boiler low water cut off devices.
- 13 Check hot water pressure gauges.
- 14 Inspect and clean water column sight glass (or replace).
- 15 Check condition of flue pipe, damper and exhaust stack.
- 16 Check boiler operation through complete cycle, up to 30 minutes.
- 17 Check fuel level with gauge pole, add as required.
- 18 Clean area around boiler.
- 19 Fill out maintenance checklist and report deficiencies to Facility Management.

Quote to include total hours of worked (hourly rate), travel rate and replacement parts plus any additional charges applied to complete this task.

PART E – QUOTATION FORM

Undertaking of Liability Insurance

City of Richmond
6911 No. 3 Road
Richmond, BC V6Y 2C1

Dear Sirs:

We, the undersigned (insert insurance company's name) _____ do hereby undertake and agree to insure the Contractor in the amount of \$5,000,000.00 as outlined in the attached "General Conditions of the Contract" and agree to:

- a. Name the City of Richmond, its officers, officials, agents, and employees as additional insured in connection with the work being proposed by the Contractor.
- b. State that such policy applies to each insured in the same manner and to the same extent as if separate policy had been issued to each insured named in the policy.
- c. State that the policy cannot be cancelled, lapsed, or materially changed without at least 30 days written notice of cancellation delivered to the City Clerk of the City of Richmond at 6911 No. 3 Road, Richmond, BC V6Y 2C1.
- d. State that coverage provided by such insurance shall protect the Contractor and the City of Richmond during the performance of the works and services specified in the attached Form of Quotation and specifically that the insurance required by such Quotation shall be consistent with the requirements therein.

if the Contract is awarded to (insert bidder's name) _____

EXCEPTIONS:

Dated at _____, British Columbia, this _____ day of _____, 2011.

BY: _____ TITLE: _____

This form must be signed by the Insurance Company or an authorized Broker on behalf of the Insurance Company.

A SEPARATE FORM MUST BE SIGNED FOR EACH POLICY IF MORE THAN ONE POLICY IS APPLICABLE.

PART E – QUOTATION FORM

List of Subcontractors

The Bidder agrees that the subcontractors shown herein is the list of subcontractors that he proposes to use to carry out those part of the work shown on the list and, subject to their approval by the City, the Bidder agrees to employ the listed subcontractors and no others.

Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the City.

The Bidder agrees that if he is awarded the contract, he will bind every subcontractor by the terms of the contract documents, as far as applicable to his work.

Description of Parts of Work to be Sublet to Subcontractors	Name, Address, and Telephone Number of Subcontractor(s) to be Used to Carry Out the Various Parts of the Work Described

(If additional space is required, attach additional)

PART E – QUOTATION FORM

List of Previous Contracts

The Bidder has recently undertaken and completed the Contracts described following and authorizes the City of Richmond to inquire as to the nature of the Bidders performance on these contracts.

	DESCRIPTION OF CONTRACT	TOTAL PRICE OF CONTRACT	DATE COMMENCED	DATE COMPLETED
Company: Contact Name: Phone: E-mail:				
Company: Contact Name: Phone: E-mail:				
Company: Contact Name: Phone: E-mail:				
Company: Contact Name: Phone: E-mail:				

(If additional space is required, attach additional