



**REQUEST FOR QUOTATION 4669Q**

**SUPPLY AND DELIVERY OF  
SELF CONTAINED BREATHING APPARATUS (SCBA) CYLINDERS**

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 3:00 pm local time on Friday, August 3<sup>rd</sup>, 2012.

**NOTES:**

1. Three (3) 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:

Kerry Lynne Gillis - Buyer II, Contracting Specialist

email: [purchasing@richmond.ca](mailto:purchasing@richmond.ca)

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**REQUEST FOR QUOTATION 4669Q**

**SUPPLY AND DELIVERY OF SELF CONTAINED BREATHING APPARATUS (SCBA)  
CYLINDERS**

Name of Bidder: \_\_\_\_\_

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

City: \_\_\_\_\_

Province: \_\_\_\_\_

Postal Code \_\_\_\_\_

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

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

Title: \_\_\_\_\_

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

Fax Number: \_\_\_\_\_

PART A – INSTRUCTIONS TO BIDDERS

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PART A – INSTRUCTIONS TO BIDDERS

**1.0 Description of Requirement**

- 1.1 Quotations are invited for the Supply and Delivery of Self Contained Breathing Apparatus (“SCBA”) Cylinders as set out herein, for the City of Richmond.
- 1.2 The SCBA Units must be compliant with the applicable Worksafe BC Regulations and National Institute for Occupational Safety and Health (“NIOSH”) standards.
- 1.3 Bidders should submit a quotation for the full requirement only. Partial responses may be put aside and given no further consideration.

**2.0 Contract Term**

- 2.1 The City anticipates that the term of this contract will be for three years with the annual option to renew the contract for two additional one-year options to a maximum of five (5) years upon mutual consent of the City and the Successful Bidder.

**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 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 addendum will be published on the following websites:
  - 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.

PART A – INSTRUCTIONS TO BIDDERS

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**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 Submission of Quotation**

- 6.1 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.
- 6.2 Quotations received after the Closing Time or in locations other than the address indicated, will not be accepted and will be returned unopened.
- 6.3 The Bidder shall submit Three (3) copies of its Quotation in accordance with the instructions stated herein.
- 6.4 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.
- 6.5 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.
- 6.6 Quotations may be withdrawn by written notice only, provided such notice is received at the Purchasing Services office prior to Closing Time.
- 6.7 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.
- 6.8 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

## PART A – INSTRUCTIONS TO BIDDERS

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City's acceptance or non-acceptance of their Quotation or any breach by the City of the bid contract between the City and each of the Bidders or arising out of any contract award not made in accordance with the express or implied terms of the Quotation documents.

### **7.0 Conflict of Interest**

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

### **8.0 Evaluation of Quotations**

8.1 Quotations will be evaluated on the basis of the overall best value to City based on quality, service, price and any other criteria set out herein including, but not limited to:

- a) the Bidder's ability to meet the Requirements, qualifications and competencies set out herein;
- b) financial offer including but not limited to prices, operating and maintenance costs, warranty, and any life cycle considerations;
- c) the Bidder's business and technical reputation and capabilities; experience and where applicable, the experience of its personnel; financial stability; track record; and references of current and former customers;
- d) equipment quality, configuration, age and condition; and
- e) any other criteria set out in the RFQ.

8.2 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.

8.3 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.

PART A – INSTRUCTIONS TO BIDDERS

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- 8.4 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.
- 8.5 Preference may be given to Quotations offering environmentally beneficial products or services.

**9.0 Acceptance and Rejection of Quotations**

- 9.1 Notwithstanding any other provision in the Quotation documents, the City has in its sole discretion, the unfettered right to:
- a) accept any Quotation;
  - b) reject any Quotation;
  - c) reject all Quotations;
  - d) accept a Quotation which is not the lowest Quotation;
  - e) accept a Quotation that deviates from the Requirements, Specifications or the conditions specified in this Quotation;
  - f) reject a Quotation even if it is the only Quotation received by the City;
  - g) accept all or any part of a Quotation; and
  - h) split the Requirements between one or more Bidders.
- 9.2 All Quotations shall remain open for a minimum of sixty (60) days after the Closing Time, whether or not another Quotation has been accepted.
- 9.3 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.

**10.0 Award of Contract**

- 10.1 Award of a Contract is contingent on funds being approved and the contract award being made by the appropriate City authority.
- 10.2 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:



PART A – INSTRUCTIONS TO BIDDERS

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- 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 addenda.
- 10.3 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.
- 10.4 The City is not under any obligation to award a Contract and may elect to terminate this RFQ at anytime.

**11.0 Publication of the Results of the Request for Quotation**

- 11.1 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.

**12.0 Quantities**

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

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

- 13.1 Except where stated otherwise herein, the Specifications describe what is considered necessary to meet the performance requirements of the City and Bidders should bid in accordance with such Specifications, or if the Bidder cannot meet the Specifications, the Bidder may offer an alternative which it believes to be the equivalent.
- 13.2 If in addition to bidding on goods, materials, equipment and/or services that meet the Specifications, the Bidder wishes to offer an alternative, the alternative Quotation shall be submitted separately in the same format as the initial Quotation.
- 13.3 The City is not obligated to accept any alternatives.
- 13.4 The City will determine what constitutes allowable alternatives and/or variations.

PART A – INSTRUCTIONS TO BIDDERS

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**14.0 Freedom of Information and Protection of Privacy Act (BC)**

14.1 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.

**15.0 Confidentiality**

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

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

**16.0 Insurance**

16.1 The Contractor will be required to Indemnify and Insure the City as shown in the General Conditions of the Contract.

16.2 Bidders should have the Undertaking of Liability Insurance Form Letter L1-1 within the document completed and submitted with their Quotation.

16.3 All policies and certificates shall be submitted to the Purchasing Section before a contract is issued to carry out the work.

PART B – GENERAL CONDITIONS

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PART B – GENERAL CONDITIONS

**1.0 Definitions**

- 1.1 The following words and terms shall be used throughout this Request for Quotation document and unless the context otherwise requires, shall have the meanings set out below. Words including the singular number include the plural and vice versa.
- a) “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;
  - b) “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;
  - c) “City” means the municipal corporation, generally known as the City of Richmond.
  - d) “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;
  - e) “Closing Time” means the closing date, time, and place as set out on the title page of this RFQ;
  - f) “Contract” means the agreement formed between the City and the Contractor as evidenced by the purchase order issued to the Contractor by the City;
  - g) “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;
  - h) “Contractor” means the Successful Bidder individual, partnership, corporation or combination thereof, including joint venturers to this Request for Quotation, who or which is awarded and enters into a Contract with the City to perform and to oversee the Work;
  - i) “Delivery Date” means the date the City requires the Contractor to deliver the goods to the City’s Delivery Site;
  - j) “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

PART B – GENERAL CONDITIONS

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the Contractor and that ownership and title to all goods, materials, and equipment are transferred to the City when same are delivered by the Contractor to the City and the risk of loss or damage to the goods, materials and equipment transfers to the City only at such time as same are received and accepted by the City at the site named as “F.O.B.”;

- k) “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;
- l) “NIOSH” means the National Institute for Occupational Safety and Health and refers to the relevant standards that the Units must comply with at all times for the duration of the Contract;
- m) “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.
- n) “Quotation” means the Bidder’s offer made on the Quotation form set out on Part E of this RFQ with all appendices or addenda submitted by the Bidder in response to the RFQ;
- o) “RFQ” means this Request for Quotation including, but not limited to: Part A - Instructions to Bidders; Part B - General Conditions; Part C- Requirements; Part D – Quotation Form;
- p) “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;
- q) “SCBA” means Self Contained Breathing Apparatus;
- r) “Successful Bidder” means the same as “Contractor”;
- s) “Unit” or “Units” mean the SCBA Cylinders;
- t) “Work” means all the labour, materials, equipment, supplies, services and other items necessary for the execution, completion and fulfilment of the Requirements;
- u) “Work Site” means the site where the Work is being performed and the Units delivered, 6960 Gilbert Road in Richmond, B.C., unless otherwise stated in this RFQ.

**2.0 Sub-contractors**

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

PART B – GENERAL CONDITIONS

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- 2.2 The Contractor shall be held as fully responsible to the City for the acts and omissions of its sub-contractors and of persons directly or indirectly employed by the Contractor, as for the acts and omissions of persons directly employed by it.
- 2.3 The Contractor agrees to ensure performance by every sub-contractor with the terms and requirements of the Contract Documents.
- 2.4 No sub-contractors will be permitted except those expressly named by the Contractor in Part D – quotation form or subsequently permitted in writing by the City pursuant to Section 4.1 of these General Conditions.
- 2.5 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”).
- 2.6 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.
- 2.7 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.

**3.0 Independent Contractor**

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

**4.0 Assignment**

- 4.1 Subject to Sections 2.4 and 4.2, the Contractor will not assign, sublet, subcontract or let out as task work any part of the Work or any of the Contractor’s obligations of the Contract Documents to any third party, and will not assign or otherwise transfer any of the rights of payment under the Contract Documents to any third party, without in each case the prior written consent of the City which consent the City may arbitrarily withhold.
- 4.2 Despite Section 4.1, the Contractor may utilize those sub-contractors expressly named in 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.

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- 4.3 If the City should consent to any such assignment, subletting or letting out as task work of all or any part of the Work, the Contractor shall in no way be relieved from its responsibility for the fulfilment of the Work, but shall continue to be responsible for the same in the same manner as if all the Work had been performed by the Contractor.

**5.0 Time of the Essence**

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

**6.0 Laws, Permits and Regulations**

- 6.1 The laws of British Columbia shall govern the Contract.
- 6.2 In carrying out its obligations hereunder, the Contractor shall familiarize itself and comply with all applicable laws, bylaws, regulations, ordinances, codes, specifications and requirements of all regulatory authorities, and shall obtain all necessary licenses, permits and registrations as may be required by law.

**7.0 Inspection**

- 7.1 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.
- 7.2 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.
- 7.3 The City will not be deemed to have accepted the services by virtue of a partial or full payment for it.

**8.0 Responsibility For Supplies**

- 8.1 The Contractor shall be responsible for the supplies covered by this contract until they are delivered at the designated delivery point, regardless of the point of inspection; and the Contractor shall bear all risks of loss or damage to rejected supplies after notice of rejection.

PART B – GENERAL CONDITIONS

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**9.0 Quality of Workmanship and Materials**

- 9.1 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.
- 9.2 Materials, goods and equipment shall be the products of suppliers or manufacturers of established reputation engaged in the supply or manufacture of such materials of equipment.
- 9.3 Materials are to be applied in accordance with the manufacturer's directions and shall use the techniques and applications best suited for the type of material being used.

**10.0 Warranty**

- 10.1 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).
- 10.2 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.
- 10.3 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.
- 10.4 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.
- 10.5 The Contractor warrants that its employees have the qualifications, experience, knowledge, skills and abilities necessary for the fulfilment of the Contract.

**11.0 Indemnification and Insurance**

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

PART B – GENERAL CONDITIONS

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

- 11.2 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.
- 11.3 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.
- 11.4 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
- 11.5 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.
    5. Automobile liability (non-owned, hired).
    6. Completed operations liability 24 months after completed operations.



PART B – GENERAL CONDITIONS

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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.
- 11.6 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.
- 11.7 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.
- 11.8 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
- 11.9 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.
- 11.10 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 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

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Contractors and/or their employees shall be resolved by the Contractor with no involvement by the City.

**12.0 Termination**

12.1 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.

12.2 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).

12.3 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.

**13.0 Payments**

13.1 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.

PART B – GENERAL CONDITIONS

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**14.0 Taxes**

14.1 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).

14.2 Invoices shall show the appropriate amounts for HST.

**15.0 Non-resident Withholding Tax – Intentionally Omitted**

**16.0 Performance Bond – Intentionally Omitted**

**17.0 Protection of Person and Property**

17.1 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.

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

**18.0 Clean Up – Intentionally Omitted**

**19.0 Character of Workers**

19.1 On the written request of the City, the Contractor will remove any employee, Sub-Contractor or agent for any reason including but not limited to the following:

- a) Lack of or failure to obtain any required Security Clearance;
- b) Intoxication;
- c) Use of foul, profane, vulgar or obscene language or gestures;
- d) Solicitation of gratuities or tips from any person for services performed under this Agreement;
- e) Wilful, negligent or reckless action in disregard of safety or sanitary requirements or regulations; or
- f) Any action which may constitute a public nuisance or disorderly conduct.

PART B – GENERAL CONDITIONS

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19.2 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.

**20.0 Conduct of the Contract**

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

**21.0 Rectification of Damage and Defects**

21.1 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.

**22.0 Failure to Perform**

22.1 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.

22.2 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.

**23.0 Dispute Resolution**

23.1 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.

23.2 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

PART B – GENERAL CONDITIONS

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appointed by a court of competent jurisdiction with the Province of British Columbia.

23.3 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.

23.4 The procedure set out in this section is not meant to preclude or discourage informal resolution of disagreements between the City and the Contractor.

**24.0 Delivery**

24.1 Deliveries shall be made to the Work Site between the hours of 8:30 am to 4:00 pm on any normal working day. Deliveries under this Agreement shall be made within two (2) weeks to the Work Site, from the time that the order is placed with the Contractor.

**25.0 Changes in Requirements**

25.1 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.

25.2 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 C – REQUIREMENTS

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PART C - REQUIREMENTS

Richmond Fire-Rescue requires the supply and delivery of Scott 45-minute Carbon Wrap Cylinder with no valves (Part no. 10009673).

PART E – DISTRIBUTION LIST

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, General Conditions, Requirements, Quotation Form, and Undertaking of Liability Insurance and having full knowledge of the work required, does hereby offer to provide all necessary materials in strict accordance with the Requirements and to do all therein called for on the terms and conditions and under the provisions therein set forth at the:

DESCRIPTION	UNIT COST	Extension ( 80 units )
<b>Scott 45-minute Carbon Wrap Cylinder with no valves (Part no. 10009673).</b>	EA \$ _____	\$ _____
Harmonized Services Tax (HST)		\$ _____
<b><u>TOTAL COST</u></b>		\$ _____

**PAYMENT TERMS** \_\_\_\_\_ **EARLY PAYMENT TERMS** \_\_\_\_\_

The above price includes and covers duties, handling and transportation charges, and all other charges incidental to and forming part of this Quotation except for H.S.T.

The undersigned Bidder agrees to complete the whole of the works within \_\_\_\_\_ working days of acceptance.

Initials of  
 Signing Officer

PART E – DISTRIBUTION LIST

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**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:

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Dated at \_\_\_\_\_, British Columbia, this \_\_\_\_ day of \_\_\_\_\_, 2012.

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 – DISTRIBUTION LIST**

**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.

	<b>DESCRIPTION OF CONTRACT</b>	<b>TOTAL PRICE OF CONTRACT</b>	<b>DATE COMMENCED</b>	<b>DATE COMPLETED</b>
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)