



REQUEST FOR QUOTATION 4701Q

ON CALL PAINTING 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:

**March 7th, 2013 3:00 pm**

**NOTES:**

1. Two (2) hard copies and one (1) electronic copy – USB, CD ROM - of this quotation 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:

Julia Turick, Buyer II

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

The deadline for all enquiries is: **March 1<sup>st</sup>, 2013 5:00pm**

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TABLE OF CONTENTS

**PART A – INSTRUCTIONS TO BIDDERS..... 2**

1.0	Introduction.....	2
2.0	Contract Term.....	2
3.0	Pricing.....	2
4.0	Inquiries and Clarifications.....	2
5.0	Inspection of Site – Intentionally Omitted.....	3
6.0	Pre-Bid Meeting – Intentionally Omitted.....	3
7.0	Submission of Quotation.....	3
8.0	Conflict of Interest.....	4
9.0	Evaluation of Quotations.....	4
10.0	Acceptance and Rejection of Quotations.....	5
11.0	Award of Contract.....	5
12.0	Publication of the Results of the Request for Quotation – Intentionally Omitted.....	6
13.0	Quantities.....	6
14.0	Brand Names – Intentionally Omitted.....	6
15.0	Alternates and/or Variations to Specifications.....	6
16.0	Freedom of Information and Protection of Privacy Act (BC).....	6
17.0	Confidentiality.....	7
18.0	Insurance.....	7

**PART B – GENERAL CONDITIONS ..... 8**

1.0	Definitions.....	8
2.0	Personnel.....	9
3.0	Sub-contractors - Intentionally Omitted.....	10
4.0	Independent Contractor.....	10
5.0	Assignment.....	10
6.0	Time of the Essence.....	10
7.0	Laws, Permits and Regulations.....	10
8.0	Inspection.....	11
9.0	Use of Premises.....	11
10.0	Light, Power, and Heat.....	11
11.0	Quality of Workmanship and Materials.....	11
12.0	Warranty.....	12
13.0	Indemnification and Insurance.....	12
14.0	WorkSafe BC Coverage/Prime Contractor.....	15
15.0	Termination.....	16
16.0	Payments.....	16
17.0	Taxes.....	17
18.0	Non-resident Withholding Tax – Intentionally Omitted.....	17
19.0	Liens.....	17
20.0	Patent Fees – Intentionally Omitted.....	17
21.0	Performance Bond – Intentionally Omitted.....	17
22.0	Protection of Person and Property.....	17

23.0	Clean Up .....	17
24.0	Character of Workers .....	18
25.0	Conduct of the Contract .....	18
26.0	Rectification of Damage and Defects .....	18
27.0	Failure to Perform .....	18
28.0	Dispute Resolution .....	19
29.0	Delivery – Intentionally Omitted .....	20
30.0	Changes in Requirements .....	20
31.0	Notices .....	20
<b>PART C – REQUIREMENTS .....</b>		<b>21</b>
32.0	Location of Work .....	21
33.0	Scope of Work .....	21
34.0	Requirements .....	22
35.0	Security Requirements .....	23
36.0	City Provided Items .....	23
37.0	Details .....	23

REQUEST FOR QUOTATION 4701Q  
On-Call Painting Contractor

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 Introduction**

- 1.1 The City of Richmond (the City) invites Quotations from qualified Painting Contractors to provide On Call Painting Services.
- 1.2 The successful Contractor will be required to provide journeyman trades painters and certified registered apprentices with a minimum of three (3) years experience on an “as and when required” basis to provide:
  - a) Resources for Unplanned demand work;
  - b) Coverage for planned and unplanned City staff absences; and,
  - c) Resources for annual summer shutdowns at our Aquatic centres and Arenas.
- 1.3 Bidders are required to submit a quotation for the **full requirement only**. Partial responses will be put aside and given no further consideration.
- 1.4 Any resulting contract is not exclusive, meaning the successful Bidder does not have the exclusive right to provide this service to the City. The City reserves the right to award to multiple contractors, establish a priority call-out list, assign portions of its requirements to other qualified firms either through a competition or select process, or conduct the work in-house. Individual painting projects are not within the scope of this RFQ.

#### **2.0 Contract Term**

- 2.1 The duration of the contract shall be for one (1) year and may be renewed for an additional four (4) years for a total not to exceed five (5) years. Extension periods will be determined at the time of extension based on best value for the City.
- 2.2 Notwithstanding the foregoing the City may cancel the contract at any time.

#### **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

## PART A – INSTRUCTIONS TO BIDDERS

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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:

- 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 – Intentionally Omitted**

### **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) hard copies and one (1) electronic copy – USB, CD ROM - 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 shall 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.
- 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.

## PART A – INSTRUCTIONS TO BIDDERS

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- 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 service, price and any other criteria set out herein including, but not limited to:
- a) the Bidder's ability to meet the Requirements, qualifications, capacity and competencies set out herein;
  - b) financial offer including but not limited to prices;
  - c) the Bidder's business and technical reputation and capabilities; experience and where applicable, the experience of its personnel; training programs, 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.
- 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.

## PART A – INSTRUCTIONS TO BIDDERS

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- 9.4 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 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.

### **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.



## PART A – INSTRUCTIONS TO BIDDERS

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- 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 **Part D – Quotation Form**. The City reserves the right to award individual projects to any contractor and is not bound to awarding all projects to the successful contractor.

### **12.0 Publication of the Results of the Request for Quotation – Intentionally Omitted**

### **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.

### **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.

PART A – INSTRUCTIONS TO BIDDERS

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

**END OF PART A – INSTRUCTIONS TO BIDDERS**

PART B – GENERAL CONDITIONS

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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 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.”;

PART B – GENERAL CONDITIONS

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“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.

“On-Call” means calls for painting services on an as and when required basis.

“Quotation” means the Bidder’s response made on the Quotation form set out on Part D 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, at various sites in 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

If the City reasonably objects to the performance, experience, qualifications or suitability of any of the Contractor’s personnel 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

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

PART B – GENERAL CONDITIONS

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site and require their coordination with each other. The Contractor will report any deficiencies to the City in other contractors' work which would affect the Work, immediately after the deficiencies come to the Contractor's attention.

**3.0 Sub-contractors - Intentionally Omitted**

**4.0 Independent Contractor**

4.1 The Contractor, 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.

**5.0 Assignment**

5.1 Subject to Sections 2, 3 and 4.1, 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 If the City should consent to any subletting 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.

PART B – GENERAL CONDITIONS

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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 with regard to work or materials, or as to the meaning and intention of this

PART B – GENERAL CONDITIONS

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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, brought or prosecuted in a manner based upon, occasioned by or attributable to any injury, including death, property damage, infringement or damage arising

PART B – GENERAL CONDITIONS

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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.
    5. Automobile liability (non-owned, hired).



PART B – GENERAL CONDITIONS

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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 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

PART B – GENERAL CONDITIONS

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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 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.

PART B – GENERAL CONDITIONS

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**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) failure to perform any or all the work to the satisfaction of the General Manager, Engineering and Public Works;
- c) in the event that the Contractor performs any act or does anything by which the City shall incur any liability whatsoever;
- d) any failure of the Contractor to meet the safety requirements of the Contract;
- e) 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
- f) 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.

**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.

PART B – GENERAL CONDITIONS

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**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 – Intentionally Omitted**

**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.

**20.0 Patent Fees – Intentionally Omitted**

**21.0 Performance Bond – Intentionally Omitted**

**22.0 Protection of Person and Property**

22.1 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.

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

22.3 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.

**23.0 Clean Up**

23.1 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

PART B – GENERAL CONDITIONS

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any of its sub-contractors discard any litter or garbage on or adjacent to the delivery site, except into a suitable container.

**24.0 Character of Workers**

24.1 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.

24.2 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.

**25.0 Conduct of the Contract**

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

**26.0 Rectification of Damage and Defects**

26.1 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.

**27.0 Failure to Perform**

27.1 If, in the opinion of the Manager Purchasing, the work is improperly, defectively, or insufficiently performed, or being performed, the Manager Purchasing may, in

PART B – GENERAL CONDITIONS

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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.

- 27.2 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.
- 27.3 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.

**28.0 Dispute Resolution**

- 28.1 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.
- 28.2 In the event that the parties agree to arbitration pursuant to the above, the arbitration shall take place in the Lower Mainland, British Columbia and 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.
- 28.3 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.
- 28.4 The procedure set out in this section is not meant to preclude or discourage informal resolution of disagreements between the City and the Contractor.

PART B – GENERAL CONDITIONS

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**29.0 Delivery – Intentionally Omitted**

**30.0 Changes in Requirements**

30.1 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.

30.2 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.

**31.0 Notices**

31.1 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 Manager, Purchasing 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.

**END OF PART B – GENERAL CONDITIONS**

## PART C - REQUIREMENTS

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### PART C – REQUIREMENTS

#### **32.0 Location of Work**

- 32.1 On Call Painting Contractor services may be required at any of the City buildings. For additional information refer to:  
<http://www.richmond.ca/cityhall/buildings/buildings.htm>

#### **33.0 Scope of Work**

- 33.1 On Call Painting Contractors will be required to paint the City’s buildings and surfaces on a “when and as needed basis.”
- 33.2 Work may include, but is not necessarily be limited to:
- a) Interior and exterior line paintings;
  - b) Surface preparation of substrates as required for acceptance of paint, including cleaning, small crack repair, patching, caulking, and making good surfaces and areas;
  - c) Sealing / priming surfaces for repainting as required;
  - d) Moving of office furniture away from walls to allow for painting;
  - e) Patching and sanding drywall;
  - f) Painting interior walls, ceilings, trim and doors;
  - g) Painting exterior walls and trim;
  - h) Repairing stucco;
  - i) Applying or repairing wallpaper;
  - j) Applying silicone or latex caulking;
  - k) Applying urethane coatings to high humidity areas;
  - l) “Making right” the work area, replacing desks, cleaning up, etc. after project completion.
- 33.3 Service requirements are for hourly time only. The City will be invoiced only for hours worked. Time and material projects may be requested by the City from time to time but will be quoted separately.
- 33.4 The majority of the City’s On Call Painting Services are required from May to September; however, services may be required throughout the year.
- 33.5 Typical lead-time for On Call Painting Services is forty-eight (48) hours notice – however, more or less time may be given depending on the requirement.



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PART C - REQUIREMENTS

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- 33.6 Regular hours of work are 7:00am to 4:30pm which includes two (2) x ten (10) minute coffee breaks and a thirty-five (35) minute lunch break (unpaid) scheduled according to the Nine Day Fortnight schedule between Monday and Friday. For regular days (7:00am to 4:30pm), Contractors will be paid for eight (8) hours and fifty-three (53) minutes.
- 33.7 Under no circumstance will overtime be paid by the City or be charged to the City by the Contractor for regular work day/week scheduling as it related to Section 33.6.
- 33.8 Weekend, evening or statutory time may be required.
- 33.9 Annual total volume for On Call Painting Services is estimated to be \$40,000 per year.
- 33.10 The City makes no guarantees the estimates shown in Section 33.9 or on any future volume. The City does not make any firm financial commitments or volume guarantees.

#### **34.0 Requirements**

- 34.1 The successful Contractor will be required to:
- a) Ensure the work is carried out by a qualified contractor with the appropriate BC TQ or Inter-Provincial Trades Certification in Painting and Decorating on an “when and as needed basis;”
  - b) Guarantee a response time of forty-eight (48) hours from time of service call placed by City Staff to a painter being on-site. The City reserves the right to award a Work Order to another contractor if the contractor cannot meet the mandatory response time.
  - c) Work within the City’s Occupational Health & Safety guidelines (a copy of the guidelines can be obtained by calling: Manager, Occupational Health and Safety at 604-276-4330) and WHMIS legislation;
  - d) Be in good standing with WorkSafe B.C.;
  - e) Provide the required insurance as indicated in Part D – Quotation Form - Undertaking of Liability Insurance;
  - f) Report any Life Safety Issues to Work Request Line as soon as possible.

**Work Request Line 604-233-3307**  
(8:00 am to 5:00 pm Monday – Friday)

**City Operations Dispatcher 604-270-8721**  
(5:00 pm to 8:00 am Monday – Friday and weekends and Stat Holidays)

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PART C - REQUIREMENTS

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- g) Ensure that all staff wears clearly visible identification badges (company name/first name) while working on-site for the City. ID Badges are available at the reception counter at most City locations. Most sign-in books are located at the reception counter.
- h) Dispose of all waste materials in accordance with local municipal bylaws and the BC Waste Management Act;
- i) Ensure assigned painters carry a basic painter tool kit to each a job site – at Contractors expense. Any basic tool that is purchased on behalf of the Contractor by the City will be charged back to the Contractor;
- j) As per Section 34.1.c and 34.1.d, ensure painters have the appropriate personal safety equipment for the Work Order (e.g. safety boots, coveralls/overalls, eye protection, face respirator) at Contractors expense. Any personal safety equipment purchased on behalf of the Contractor by the City will be charged back to the Contractor;
- k) Complete painting as per City of Richmond's written specifications and in a professional manner.

**35.0 Security Requirements**

- 35.1 Bidders should be aware that any personnel working under this contract may be required to obtain a criminal records check prior to beginning any work and any individuals not cleared will not permitted to work under this contract.
- 35.2 The cost of such checks will be borne by the Contractor.

**36.0 City Provided Items**

- 36.1 Materials required for the Work Order (WO) which includes paint, brushes, ladders, rollers, sprayers, cleaning supplies and specialty equipment and speciality safety items.
- 36.2 Contractors are to meet at City Works Yard - located at 5599 Lynas Lane - Richmond at 7:00am and report to Trades Forman, Paint Shop. City staff will provide transportation to the City location at the start of the day and pick up at end of work day.

**37.0 Details**

- 37.1 In addition to the examples of Work described in Section 33 of this RFQ, the Contractor will be required to complete the following tasks as part of the Preventative Maintenance (PM) process

**PART C - REQUIREMENTS**

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- a) The Contractor will be sent timesheets by the City which will indicate hours worked on a weekly basis and work order numbers for each individual painter.
- b) When the City is invoiced the contractor will break down the timesheets to the amount of hours per Work Order number.
- c) Contractor shall send all completed invoices to Accounts Payable section at Richmond City Hall (6911 No. 3 Road in Richmond, V6Y-2C1, and B.C.).
- d) 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 are met.
  - 1. Number of hours and hourly rate;
  - 2. Current Open/Standard Purchase Order Number; and,
  - 3. Facility name and address of work completed
- e) While on the work site, if the Contractor receives a request for additional work from City of Richmond staff that falls outside the approved Work Order, the Contractor shall refer staff to a Trades Foreman, Facilities Management.
- f) The City is not responsible for payment for work performed by the Contractor which falls outside the scope of the Work Order unless approved by Trades Foreman, Facilities Management in advance.

**END OF PART C -REQUIREMENTS**