



REQUEST FOR QUOTATION 4792Q  
**SECURITY GUARD SERVICES FOR RICHMOND CITY HALL**

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:

**3:00pm, local time, on Tuesday May 21st, 2013.**

**NOTES:**

1. 2 (two) hard copies and 1 (one) electronic copy – USB, CD ROM - of this quotation 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: **5:00pm, local time, on Tuesday, May 14th, 2013**

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## TABLE OF CONTENTS

<b>PART A – INSTRUCTIONS TO BIDDERS.....</b>	<b>2</b>
1.0 Description of Requirement.....	2
2.0 Contract Term.....	2
3.0 Pricing.....	2
4.0 Inquiries and Clarifications.....	3
5.0 Pre-Bid Meeting and Site Tour.....	3
6.0 Interviews.....	3
7.0 Submission of Quotation.....	4
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.....	6
12.0 Publication of the Results of the Request for Quotation.....	6
13.0 Quantities.....	6
14.0 Brand Names – Intentionally Omitted.....	7
15.0 Alternates and/or Variations to Specifications.....	7
16.0 Right to Audit.....	7
17.0 Freedom of Information and Protection of Privacy Act (BC).....	7
18.0 Confidentiality.....	7
19.0 Insurance.....	7
<b>PART B – GENERAL CONDITIONS.....</b>	<b>8</b>
1.0 Definitions.....	8
2.0 Personnel.....	9
3.0 Sub-contractors – Intentionally Removed.....	9
4.0 Independent Contractor.....	9
5.0 Assignment.....	9
6.0 Time of the Essence.....	10
7.0 Laws, Permits and Regulations.....	10
8.0 Inspection.....	10
9.0 Use of Premises.....	10
10.0 Light, Power, and Heat – Intentionally Removed.....	10
11.0 Quality of Workmanship and Materials.....	10
12.0 Warranty.....	11
13.0 Indemnification and Insurance.....	11
14.0 WorkSafe BC Coverage/Prime Contractor.....	13
15.0 Termination.....	13
16.0 Payments.....	14
17.0 Taxes.....	14
18.0 Non-resident Withholding Tax – Intentionally Omitted.....	14
19.0 Liens.....	14
20.0 Patent Fees – Intentionally Omitted.....	15
21.0 Performance Bond – Intentionally Omitted.....	15
22.0 Protection of Person and Property.....	15
23.0 Clean Up.....	15

24.0	Character of Workers .....	15
25.0	Conduct of the Contract .....	16
26.0	Rectification of Damage and Defects .....	16
27.0	Failure to Perform .....	16
28.0	Dispute Resolution.....	16
29.0	Delivery .....	17
30.0	Changes in Requirements .....	17
31.0	Notices .....	17

**PART C – REQUIREMENTS..... 18**

1.0	Location of Work.....	18
2.0	Scope of Work .....	18
3.0	Guard Requirements .....	18
4.0	Duties .....	19
5.0	Details .....	20

REQUEST FOR QUOTATION 4792Q  
SECURITY GUARD SERVICES

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 to provide Security Guard Services for the City of Richmond (the “City”) at the Richmond City Hall facility located at 6911 No. 3 Road, Richmond, BC is required as follows:
- a) Monday to Friday 7:00 am to 3:30 pm.
  - b) Monday to Friday 11:00 pm to 7:00 am.
  - c) Twenty-four hour weekend coverage – starting Fridays at 11:00 pm.
  - d) Twenty-four hour statutory holiday coverage.
- 1.2 The successful contractor will be required to:
- Provide trained and qualified Security personnel for the above noted times and locations; and,
  - 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.
- 1.3 Additional requirements are referenced on Page 20, Part C – Requirements.
- 1.4 Bidders are required to submit a quotation for the full requirement only. Partial responses will be put aside and given no further consideration.

**2.0 Contract Term**

- 2.1 The duration of the contract shall be for 1 (one) year and may be renewed up to an additional 4 (four) one-year periods, to a maximum of 5 (five) years, upon mutual consent of both the City and the Contractor. Extension terms will be determined at the time of extension.
- 2.2 The anticipated contract start date is June 1st, 2013 – however, this may change at the City’s discretion.
- 2.3 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, vehicle charges, unloading at destination, import duties, brokerage, royalties, handling, overhead, profit and all other costs included.

PART A – INSTRUCTIONS TO BIDDERS

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#### 4.0 Inquiries and Clarifications

- 4.1 Clarification of terms and conditions of the Request for Quotation (RFQ) document and process and all other inquiries shall be directed to:

Julia Turick  
Buyer II  
Purchasing Section  
City of Richmond

E-mail: [purchasing@richmond.ca](mailto:purchasing@richmond.ca)

- 4.2 It is the sole responsibility of the Bidder to thoroughly examine these documents, and amendments and addenda and satisfy itself as to the full requirements of this RFQ. Inquiries are to be in written form only, faxed or e-mailed to the contact person shown on the cover page. If required, an amendment or addendum will be published on the following websites:

- 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>

- 4.3 The deadline for inquiries for this RFQ is **5:00pm, local time, on Tuesday, May 14th, 2013**. The City reserves the right not to respond to inquiries received after this deadline.

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

#### 5.0 Pre-Bid Meeting and Site Tour

- 5.1 A pre-bid meeting is scheduled for **1:00pm local time, Tuesday, May 13th, 2013**. Bidders are asked to meet at the Information Counter, Richmond City Hall, 6911 No. 3 Road, Richmond BC.
- 5.2 Bidders are requested to notify confirmation of their attendance to the email indicated in Section 4.1 attendance.
- 5.3 Bidders are to limit the number of attendees at the pre-bid meeting to two individuals.
- 5.4 No other meetings will be organised or arranged for this project. Additionally, Bidders should be aware that no transcript of the Pre-Bid meeting will be provided to Bidders that attend or that do not attend.

#### 6.0 Interviews

- 6.1 During the evaluations of responses. individual interviews by Bidders, if any, may be required. Each Bidder should be prepared to demonstrate or otherwise substantiate any areas of the Quotation, its own qualifications for services required, and any other area of interest relative to its Quotation.

PART A – INSTRUCTIONS TO BIDDERS

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**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”).
- 7.2 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.
- 7.3 Quotations received after the Closing Time or in locations other than the address indicated, will not be accepted and maybe returned unopened.
- 7.4 The Bidder shall submit 2 (two) hard copies and 1 (one) electronic copy in accordance with the instructions stated herein.
- 7.5 The Bidder must enter its corporate or legal business name on the final page of the Quotation Form. The Quotation Form must be signed in the place provided by an officer or employee having authority to bind the Bidder to the terms and conditions of this RFQ. All other pages of the Quotation Form must be initialled by the authorized signatory in the spaces provided.
- 7.6 Amendments to a Quotation may be submitted if delivered in writing prior to the Closing Time in a sealed envelope or package, marked with the Bidder’s name and the RFQ title and number to the place shown on the title page of this RFQ.
- 7.7 Quotations may be withdrawn by written notice only, provided such notice is received at Information Counter, Main Floor, Richmond City Hall, addressed to the Purchasing Section, 6911 No. 3 Road, Richmond, BC, V6Y 2C1, prior to Closing time.
- 7.8 All costs associated with the preparation and submission of the Quotation, including any costs incurred by the Bidder after the Closing Time, will be borne solely by the Bidder. 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:

PART A – INSTRUCTIONS TO BIDDERS

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- a) the Bidder's ability to meet the Requirements, qualifications, capacity and competencies set out herein including;
  - b) financial offer including but not limited to hourly rates, payment terms and contract renewal options;
  - c) the Bidder's business and technical reputation and capabilities; experience and where applicable, the experience and qualification 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 2(two) 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.
- 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 All Quotations shall be irrevocable and remain open for a minimum of 60 (sixty) days after the Closing Time, whether or not another Quotation has been accepted.
- 10.3 The City may waive any non-compliance with the RFQ, the Requirements, the Specifications, or any conditions, including the timing of delivery of anything required by



PART A – INSTRUCTIONS TO BIDDERS

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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.
- 11.3 Where the head office of the successful Bidder is located within the City and/or where the successful Bidder is required to perform the Service at a site located within the City, the successful Bidder is required to have a valid City 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 contract guided by the rates and pricing structure identified in Part D – Quotation Form.
- 11.6 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**

- 12.1 The City will publish the name of the successful Bidder on the websites listed on Page 3, Section 4.2. No other notices will be issued by the City. Bidders shall visit these websites to obtain the results of this Request for Quotation.

**13.0 Quantities**

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

PART A – INSTRUCTIONS TO BIDDERS

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**14.0 Brand Names – Intentionally Omitted**

**15.0 Alternates and/or Variations to Specifications - Intentionally Omitted**

**16.0 Right to Audit - - Intentionally Omitted**

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

17.1 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.

**18.0 Confidentiality**

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

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

**19.0 Insurance**

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

19.2 Bidders shall have the required insurance indicated on page 13 - Part B – Section 13 and in the Undertaking of Liability Insurance Form in Part D – Quotation Form within the document completed and submitted with their Quotation.

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

19.4 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**

### **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.”;

“GST” means the goods and services 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.

PART B – GENERAL CONDITIONS

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

“RFQ” means this Invitation to Quotation including, but not limited to: Part A - Instructions to Bidders; Part B - General Conditions; Part C- Requirements; Part D – Quotation Form;

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

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

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

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

**3.0 Sub-contractors – Intentionally Omitted**

**4.0 Independent Contractor**

4.1 The Contractor, , the officers, directors, shareholders, partners, personnel, affiliates and agents of the Contractor 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 Part B - Section 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.

PART B – GENERAL CONDITIONS

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

**6.0 Time of the Essence**

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

**7.0 Laws, Permits and Regulations**

7.1 The laws of British Columbia shall govern the Contract.

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

**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 – Intentionally Removed**

**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.

PART B – GENERAL CONDITIONS

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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 Contract, or any part or parts thereof, shall be binding and final upon the Contractor.

**12.0 Warranty**

12.1 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 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.

PART B – GENERAL CONDITIONS

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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.
  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 30 (thirty) 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 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.

PART B – GENERAL CONDITIONS

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**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.

**15.0 Termination**

- 15.1 The City will advise the Contractor by written notice of its intent to terminate the whole or any part of the Contract in any one of the following circumstances:
- a) if the Contractor fails to make delivery of the goods, materials, equipment and/or services within the time specified, or fails to perform any other provisions, terms or conditions of the Contract within the time specified, or within a reasonable time if no time is specified;
  - b) in the event that the Contractor performs any act or does anything by which the City shall incur any liability whatsoever;



PART B – GENERAL CONDITIONS

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- c) failure to perform any or all the work to the satisfaction of the General Manager, Engineering and Public Works;
- 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 30 (thirty) days from receipt of invoice and acceptance of the goods, materials, equipment and/or services, whichever is the later.

**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 GST, or any successor tax.

**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.

PART B – GENERAL CONDITIONS

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**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 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.

PART B – GENERAL CONDITIONS

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**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 writing, order the Contractor to 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 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.

PART B – GENERAL CONDITIONS

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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.

**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 Purchasing Manager at Richmond "City Hall, 6911 No. 3 Road, Richmond, BC V6Y 2C1" and to the Contractor if sent by registered mail addressed to the Contractor at the address set forth in the Quotation.

**END OF PART B – GENERAL CONDITIONS**

PART C – REQUIREMENTS

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**PART C – REQUIREMENTS**

**32.0 Location of Work**

32.1 The work will be carried out at Richmond City Hall facility, underground parking and surrounding parking lot located at 6911 No. 3 Road, Richmond, BC or, as required, at any City building or site.

**33.0 Scope of Work**

33.1 Security coverage at City Hall is required as follows:

- a) Monday to Friday 7:00 am to 3:30 pm.
- b) Monday to Friday 11:00 pm to 7:00 am.
- c) Twenty-four hour weekend coverage – starting Fridays at 11:00 pm.
- d) Twenty-four hour statutory holiday coverage.

33.2 The City internally staffs the Monday to Friday 3:30 pm to 11:00 pm shift.

33.3 In addition to the above regular shifts the City may require security services from time to time on an as needed basis for the following:

- a) Special events coverage for any City building or site.
- b) Coverage for sick and vacation time for internal staff.

33.4 Bidders must be able to provide for vacation coverage for the City employee and, as well as, special event coverage within 48 (forty-eight) hours notice;

33.5 Bidders must be able to provide for sick coverage and emergency coverage within 2 (two) hours notice.

**34.0 Guard Requirements**

34.1 General Requirements - all shifts:

- a) Must wear clearly visible identification badges (company name/first name);
- b) Must dress in business like attire; dress pants, shirt, tie and blazer or jacket (with company name and logo visible);
- c) Must sign the Facility Log Book located in the Reception Area at Front of House upon arrival and departure.
- d) Must be bonded;
- e) Must have criminal record check with Justice Institute Clearance;
- f) Must have excellent command of the English language both written and spoken;
- g) Must have excellent communication skills, as this person will converse on a regular basis with staff, the general public and councillors;
- h) Must have basic computer skills, e-mail, fire alarm and security system monitoring;

PART C – REQUIREMENTS

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- i) Must be certified with Basic Security Training (BST) or equivalent certification (e.g. previously BST1, BST2) and provide proof of licensing in accordance with the requirements of the most current Security Services Act and other applicable provincial regulations;
  - j) Must carry a cell phone all the time, including break/meal times. City staff must have telephone number and be able to contact the security guard at any time during their shift;
  - k) Possess conflict resolution skills in dealing with potentially hostile and difficult to deal with individuals, and be able to manage, de-escalate and resolve dispute situations;
  - l) Must be wearing appropriate clothing and protective gear as required (e.g. steel toe boots, reflective clothing, hard hats, safety glasses, masks, rubber gloves, etc.); and,
  - m) Will report to Manager, Facility Services with status updates (e.g. date/time and delays).
- 34.2 Guard Requirements Monday to Friday 7:00 – 3:30 pm shift only:
- a) Must be the same person every day. This is required so the guard becomes very familiar with our specific needs, requirements, resident staff and City Council.
  - b) Exception will be permitted for vacation and sick time coverage for this person however the replacement must be knowledgeable with our building and other requirements of this position.
- 34.3 The City of Richmond reserves the right to request the Contractor provide alternate personnel if it is determined, at the City's sole discretion, that the provided personnel does not have the appropriate qualifications or for any other reason.

**35.0 Duties**

35.1 The following duties are required:

- a) Monitor internal security system;
- b) Incidence reporting;
- c) Receive pre scheduled after-hour delivery of documents and packages;
- d) Provide direction to customers on location of council chambers, meeting room(s), and front of house services;
- e) Provide pre-scheduled building and elevator access non-City Hall Staff such as service contractors vendors;
- f) Maintain a sign in log book for all contractors and vendors including managing the sign out and in of temporary access cards;
- g) Maintain presence at the security desk when the meeting or front of house is busy;
- h) Maintain keys for doors in Meeting House, providing access and securing as necessary;
- i) Monday – Friday 8:15am Raise gates and unlock entrance/exit doors;

PART C – REQUIREMENTS

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- j) Monday – Friday 4:00 pm - Lock exit doors in coffee shop;
- k) Monday – Friday 5:00 pm – Lock doors 140-D, 102-A, east, west and north doors on the ground floor, lock security gates near security desk leading to office tower, ensure all exit doors on the 2nd floor are locked;
- l) Monday to Friday 5:00 pm check to ensure all exterior doors are secure;
- m) Perform regular after hour rounds of the building and grounds to ensure everything is secure (turn off lighting not required);
- n) Monitor and record temperature of IT equipment area, room 526. Notify Works Yard Dispatch if temperature exceeds safe limit;
- o) Monday – Friday 10:00pm – Allow building service workers access to the chief Administrator Officer’s office and Mayor’s office for cleaning. Remain on site for cleaning. Secure areas when cleaning is completed;
- p) Maintain manual operation of lighting in Meeting House and other areas as needed;
- q) Work with City Hall janitorial staff to check and verify correct operations of emergency call stations;
- r) Report any Life Safety Issues to Work Request Line as soon as possible;
  - 1. Work Request Line 604-233-3307
  - 2. City Operations Dispatcher 604-270-8721 (5:00 pm to 8:00 am Monday – Friday and weekends and Stat Holidays)
- s) Deliver morning newspapers to 2nd floor administration counter;
- t) Prime contact for emergency 911 calls for RCMP or medical needs;
- u) Communicate with Front of House Customer Service staff on suspicious situations or persons loitering in and around City Hall;
- v) Attend Front of House in situations where staff may require assistance in calming aggravated individuals; and,
- w) Additional duties as required.

35.2 Guards are entitled to break/meal times as per their employer agreement.

**36.0 Details**

36.1 Orientation sessions will be held with the successful bidder to familiarize them with the building layout, building locations, resident staff and specific requirements.

36.2 Training on City systems will be provided during the Contractors shift.

36.3 Contractor shall send all completed invoices to Accounts Payable section at Richmond City Hall (6911 No. 3 Road in Richmond, V6Y-2C1, BC).

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

**PART C – REQUIREMENTS**

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- a) Number of hours, days and hourly rate;
  - b) Breakdown of supplies used and associated cost – if any;
  - c) Current Open/Standard Purchase Order Number;
  - d) Description of work performed;
  - e) Hansen Work Order Number – if any;
  - f) Facility name and address of work completed; and,
  - g) City Asset ID # - if any.
- 36.5 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, the Contractor shall refer staff to Preventative Maintenance Coordinator - Facility Services Staff.
- 36.6 The City is not responsible for payment for work performed by the Contractor which falls outside the scope of the Work unless approved by a Preventative Maintenance Coordinator - Facility Services Staff or by Facility Services Work Control in advance.

**END OF PART C - REQUIREMENTS**