



REQUEST FOR QUOTATION 4233Q

ON CALL ELEVATOR 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:

**Monday September 12, 2011 12:00 pm.**

**NOTES:**

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

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

Daianna Panni - Buyer I

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

The deadline for all enquiries is: **Thursday, September 22, 2011 12:00 pm**

---

TABLE OF CONTENTS

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

1.0 Description of Requirement..... 2

2.0 Contract Term ..... 2

3.0 Pricing ..... 2

4.0 Inquiries and Clarifications..... 2

5.0 Inspection of Site ..... 2

6.0 Pre-Bid/Site Meeting - Intentionally Omitted ..... 2

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..... 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

19.0 Bid Bond - Intentionally Omitted ..... 7

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

1.0 Definitions ..... 8

2.0 Personnel..... 9

3.0 Sub-contractors ..... 10

4.0 Independent Contractor..... 10

5.0 Assignment ..... 11

6.0 Time of the Essence ..... 11

7.0 Laws, Permits and Regulations..... 11

8.0 Inspection..... 11

9.0 Use of Premises ..... 12

10.0 Light, Power, and Heat ..... 12

11.0 Quality of Workmanship and Materials..... 12

12.0 Warranty ..... 13

13.0 Indemnification and Insurance..... 13

14.0 Workers' Compensation Board Coverage/Prime Contractor ..... 16

15.0 Termination..... 17

16.0 Payments ..... 17

17.0 Taxes ..... 18

18.0 Non-resident Withholding Tax ..... 18

19.0 Liens..... 18

---

20.0	Patent Fees .....	18
21.0	Performance Bond - Intentionally Omitted.....	18
22.0	Protection of Person and Property .....	19
23.0	Clean Up .....	19
24.0	Character of Workers .....	19
25.0	Conduct of the Contract .....	20
26.0	Rectification of Damage and Defects .....	20
27.0	Failure to Perform.....	20
28.0	Dispute Resolution.....	21
29.0	Delivery .....	21
30.0	Changes in Requirements .....	21
31.0	Notices .....	22
 <b>PART C – REQUIREMENTS.....</b>		<b>23</b>
LOCATION OF WORK.....		23
SCOPE OF WORK.....		23
DETAILS.....		23
 <b>PART D – QUOTATION FORM.....</b>		<b>25</b>
Quotation Form.....		25
Respondent’s Information Summary .....		26
Undertaking of Liability Insurance.....		29
List of Subcontractors .....		30
List of Previous Contracts.....		31

REQUEST FOR QUOTATION 4233Q

ON CALL ELEVATOR CONTRACTOR

Name of Respondent: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

## PART A – INSTRUCTIONS TO RESPONDENTS

---

### PART A – INSTRUCTIONS TO RESPONDENTS

#### **1.0 Description of Requirement**

- 1.1 Quotations are invited for On Call Elevator Contractor as set out herein, for the City of Richmond.
- 1.2 Respondents are required to submit a quotation for the full requirement only. Partial responses will be put aside and given no further consideration.
- 1.3 Respondents must work within our Occupational Health & Safety guidelines.

#### **2.0 Contract Term**

The duration of the contract shall be for one (1) year and may be renewed for an additional four (4) one-year periods, to a maximum of five (5) years, upon mutual consent of both parties. Notwithstanding the foregoing the City may cancel the contract at any time. The contract schedule is as follows:

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

#### **5.0 Inspection of Site**

- 5.1 Where applicable, Respondents shall inspect the Work Site(s) and make allowances in its Quotation for such conditions as in the sole opinion of the

## PART A – INSTRUCTIONS TO RESPONDENTS

---

Respondent are warranted. The City makes no representation or warranties as to the condition of the sites. No consideration will be given for extras resulting from conditions that would have been evident during a routine site visit.

- 5.2 It is the sole responsibility of the contractor to view all elevator rooms. Please check in at the reception desk with each site and a City of Richmond representative will assist you. Site visits are only allowed between 8:15am to 5:00 pm Monday through Friday. Please call a few days prior to your visit to schedule an appointment with each location.

### **6.0 Pre-Bid/Site 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 Respondent 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 Respondent’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 Respondent shall submit two (2) copies of its Quotation in accordance with the instructions stated herein.
- 7.4 The Respondent 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 Respondent to the terms and conditions of this RFQ. All other pages of the Quotation Form must be initialled by the authorized signatory in the spaces provided.
- 7.5 The Respondent shall provide a sample of an on-site “check-list”.
- 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 Respondent’s name and the RFQ title and number.
- 7.7 Quotations may be withdrawn by written notice only, provided such notice is received at the Purchasing Services office prior to Closing Time.

## PART A – INSTRUCTIONS TO RESPONDENTS

---

- 7.8 All costs associated with the preparation and submission of the Quotation, including any costs incurred by the Respondent after the Closing Time, will be borne solely by the Respondent.
- 7.9 By submitting a Quotation, the Respondent 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 Respondent 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 Respondents 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 Respondent warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Respondent, has any financial or personal relationship or affiliation with any elected official or employee of the City or their immediate families which might in any way be seen by the City to create a conflict.

### **9.0 Evaluation of Quotations**

- 9.1 Quotations will be evaluated on the basis of the overall best value to City based on quality, service, price and any other criteria set out herein including, but not limited to:
- a) the Respondent's ability to meet the Requirements, qualifications and competencies set out herein;
  - b) financial offer including but not limited to prices, operating and maintenance costs, warranty, and any life cycle considerations;
  - c) the Respondent's business and technical reputation and capabilities; experience and where applicable, the experience of its personnel; financial stability; track record; and references of current and former customers;
  - d) Ability to provide service records – attach a sample
  - e) Ability to perform work accordance to elevator codes (B44)
  - f) Evidence of certified personnel – attach copies
  - g) interview
  - h) any other criteria set out in the RFQ.

## PART A – INSTRUCTIONS TO RESPONDENTS

---

- 9.2 Prior to Contract award, the Respondent may be required to demonstrate financial stability. Should the City so request, the Respondent 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 Respondents without having any duty or obligation to advise any other Respondents 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 Respondent as a result of such negotiations or modifications.
- 9.4 All sub-contractors of the Respondent will be subject to the same evaluation process. It is the responsibility of the Respondent to guarantee that all its sub-contractors will comply with all the Requirements and terms and conditions set out herein.
- 9.5 Preference may be given to Quotations offering environmentally beneficial products or services.

### **10.0 Acceptance and Rejection of Quotations**

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

## PART A – INSTRUCTIONS TO RESPONDENTS

---

- 10.3 The City may waive any non-compliance with the RFQ, the Requirements, the Specifications, or any conditions, including the timing of delivery of anything required by this RFQ and may elect to retain for consideration Quotations which are non-conforming, which do not contain the content or form required by the RFQ or which have not complied with the process for submission set out herein.

### **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 Respondent 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 Respondent is located within the City of Richmond and/or where the successful Respondent is required to perform the Service at a site located within the City of Richmond, the successful Respondent is required to have a valid City of Richmond business license prior to Contract execution.
- 11.4 The City is not under any obligation to award a Contract and may elect to terminate this RFQ at anytime.
- 11.5 The award consists of a labour and material contract guided by the rates and pricing structure identified in the Form of Quotation. The award is subject to the agreement of the Project Development and Facilities Services Department General Manager. His decision is finale and binding. The City reserves the right to request firm price quotations on an individual project from the successful contractor or any other contractor.
- 11.6 It is the intention of the City not to award the contract to any Respondent who does not furnish satisfactory evidence that he has the ability and experience to

## PART A – INSTRUCTIONS TO RESPONDENTS

---

perform the various works covered under this Contract, and that he has sufficient capital and plant to enable him to execute the said works successfully, and to the satisfaction of the City, and to complete and deliver said works as quoted in his Quotation.

### **12.0 Publication of the Results of the Request for Quotation**

12.1 The City will publish the name of the successful Respondent on the websites listed in section 4.1. No other notices will be issued by the City. Respondents 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.

### **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 Respondents should bid in accordance with such Specifications, or if the Respondent cannot meet the Specifications, the Respondent 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 Respondent 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 Respondents 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 RESPONDENTS

---

### **17.0 Confidentiality**

- 17.1 Information about the City obtained by Respondents 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 Respondents shall have the Undertaking of Liability Insurance Form Letter L1-1 within the document completed and submitted with their Quotation.
- 18.3 All policies and certificates shall be submitted to the Purchasing Section before a contract is issued to carry out the work.
- 18.4 All bids shall be accompanied by an Undertaking of Surety, an Undertaking of Liability Insurance,

### **19.0 Bid Bond – Intentionally Omitted**

PART B – GENERAL CONDITIONS

---

PART B – GENERAL CONDITIONS

**1.0 Definitions**

The following words and terms, unless the context otherwise requires, shall have the meanings set out below. Words including the singular number include the plural and vice versa.

“Act of God” means a cataclysmic phenomenon of nature, including earthquake, flood or cyclone. Rain, snow, wind, high water or any other natural phenomenon, which might reasonably have been anticipated from historical records of the general locality of the City, shall be deemed not to be acts of God;

“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 Respondent 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.”;

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

## PART B – GENERAL CONDITIONS

---

“OHS Regulation” means the *Workers Compensation Act* (British Columbia), including without limitation, the Occupational Health & Safety Regulation (BC Regulation 296/97, as amended by BC Regulation 185/99) enacted pursuant to such Act, all as such Act or Regulations are amended or re-enacted from time to time.

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

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

“Respondent” 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;

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

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

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

## 2.0 Personnel

### 2.1 Qualified Personnel

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

### 2.2 Replacement of Personnel or Sub-Contractors

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

---

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

### **3.0 Sub-contractors**

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

### **4.0 Independent Contractor**

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

PART B – GENERAL CONDITIONS

---

**5.0 Assignment**

- 5.1 Subject to Sections 2 and 4, the Contractor will not assign, sublet, subcontract, or let out as task work any part of the Work or any of the Contractor's obligations of the Contract Documents to any third party, and will not assign or otherwise transfer any of the rights of payment under the Contract Documents to any third party, without in each case the prior written consent of the City which consent the City may arbitrarily withhold.
- 5.2 Despite Section 4.1, the Contractor may utilize those sub-contractors expressly named in the "List of Subcontractors" of Part D– Quotation Form but only for the Area of Responsibility set out beside their name, provided always that the Contractor may not substitute or replace those sub-contractors, or permit those sub-contractors to further assign, sub-let, sub-contract, or let out as task work their obligations under the Contract documents, except in accordance with Section 4.1 above.
- 5.3 If the City should consent to any such assignment, subletting or letting out as task work of all or any part of the Work, the Contractor shall in no way be relieved from its responsibility for the fulfilment of the Work, but shall continue to be responsible for the same in the same manner as if all the Work had been performed by the Contractor.

**6.0 Time of the Essence**

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

**7.0 Laws, Permits and Regulations**

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

**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

PART B – GENERAL CONDITIONS

---

(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.
- 8.4 The City reserves the right for a third (3<sup>rd</sup>) party inspection of all elevators.

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

PART B – GENERAL CONDITIONS

---

- 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.
- 12.6 If the Respondent provides additional warranty coverage, more than what is stated in 12.4, attach information sheets outlining the warranty details.

**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

---

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

---

6. Completed operations liability twenty-four (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

---

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

---

**15.0 Termination**

15.1 The City will advise the Contractor by written notice of its intent to terminate the whole or any part of the Contract in any one of the following circumstances:

- a) if the Contractor fails to make delivery of the goods, materials, equipment and/or services within the time specified, or fails to perform any other provisions, terms or conditions of the Contract within the time specified, or within a reasonable time if no time is specified;
- b) in the event that the Contractor performs any act or does anything by which the City shall incur any liability whatsoever;
- c) any failure of the Contractor to meet the safety requirements of the Contract;
- d) in the event that any creditor of the Contractor causes a writ of execution or similar writ or court order to be served upon the City requiring the City to pay any portion due to the Contractor under the Contracts; or
- e) in the event that the Contractor is adjudged bankrupt or if it makes a general assignment for the benefit of creditors or if it becomes insolvent or if it should take the benefit of any Act that may be in force for bankrupt or insolvent debtors.

15.2 Upon termination of the Contract, the City shall have no obligation to the Contractor except for such services and/or goods as have been supplied up to the date of the termination of the Contract(s).

15.3 Upon termination of the Contract(s) in whole or in part, the City may procure similar goods, materials, equipment and/or services and the Contractor shall be liable to the City for any excess costs for such similar goods, materials, equipment and/or services. The Contractor shall not be liable for any excess costs if failure to perform arises by reason of strikes, lockouts, Acts of God or acts of the City. The City will not be liable where Delivery Sites are not available due to strikes, lockouts or Acts of God.

**16.0 Payments**

16.1 The Contractor shall be paid net thirty (30) days from receipt of invoice and acceptance of the goods, materials, equipment and/or services, whichever is the later.

16.2 The City shall make progress payments once a month for work completed and materials on the site upon receipt of the Contractor's invoice.

PART B – GENERAL CONDITIONS

---

**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**

**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**

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

20.2 Performance Bond – Intentionally Omitted

**21.0 Protection of Person and Property**

21.1 The Contractor shall use due care that no persons are injured, no property damaged or lost, and no rights are infringed in the performance of the services, and the Contractor shall be solely responsible for all loss, damages, costs and expenses in respect of any injury to persons, damage of property, or infringement of the rights of others incurred in the performance of the services or caused in any other manner whatsoever by the Contractor, or its employees.

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

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

PART B – GENERAL CONDITIONS

---

**22.0 Clean Up**

22.1 The Contractor shall at all times perform the services in an orderly and reasonably tidy manner, and shall at suitable intervals remove any accumulation of rubbish or refuse materials. At no time shall any person employed by the Contractor or by any of its sub-contractors discard any litter or garbage on or adjacent to the delivery site, except into a suitable container.

**23.0 Character of Workers**

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

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

23.2 The Contractor will immediately comply with each such request and will then provide the City with all requested documentation verifying that the employee, Sub-Contractor or agent has been removed from further involvement with this Agreement.

**24.0 Conduct of the Contract**

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

**25.0 Rectification of Damage and Defects**

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

PART B – GENERAL CONDITIONS

---

**26.0 Failure to Perform**

- 26.1 If, in the opinion of the Manager Purchasing, the work is improperly, defectively, or insufficiently performed, or being performed, the Manager Purchasing may, in writing, order the Contractor to re-execute or correct the work in accordance with such order; and if the Contractor fails to comply with such order within ten (10) working days, the Manager Purchasing may, at any time thereafter, execute or cause to be executed the order so given, and the Contractor shall, on demand, pay to the City of Richmond, all costs, damages, and expenses incurred in respect thereof or occasioned by reason of the non-compliance by the Contractor with any such orders; and if the Contractor fails to pay such costs, damages, and expenses, the City of Richmond may retain and deduct such costs, damages, and expenses from any amount then or thereafter payable to the Contractor under this Contract.
- 26.2 Should the Contractor neglect to execute the Requirement properly or fail to perform any provision of the Contract, the City may, without prejudice to any other right or remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment due to the Contractor.
- 26.3 If the Contractor fails to perform any provision of the Contract due to reasons of strike, lockout or other work stoppages, the City may upon ten (10) days written notice to the Contractor terminate the Contract without prejudice to any other right or remedy the City may have.

**27.0 Dispute Resolution**

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

PART B – GENERAL CONDITIONS

---

**28.0 Delivery**

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

**29.0 Changes in Requirements**

29.1 The City, without invalidating the Contract, may make changes to the Contract by altering, adding or deducting from the Requirements. Subject to mutual agreement, the Contractor shall proceed with the amended Requirements and the amended Requirements shall be executed under the provisions of the Contract.

29.2 The Contractor must not make any changes to from the terms of the Contract unless it shall first have received the written consent of the City and no claims for additional compensation shall be valid unless the change is so ordered.

**30.0 Notices**

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

**PART C – REQUIREMENTS**

**LOCATION OF WORK**

- The work shall be carried out at all these City of Richmond’s facilities. Additional locations may be added in the future.

	<b><u>Name of Facility</u></b>	<b><u>Address</u></b>	<b><u>Contact Person</u></b>	<b><u>Phone Number</u></b>
1	Steveston Community Centre	4111 Moncton St	Marty Tanaka	604-718-8080
2	Gateway Theatre	6500 Gilbert Rd	Paul Bartlett	604-247-4975
3	South Arm Community Centre	8880 Williams Rd	Scott Schroeder	604-718-8060
4	Richmond Ice Centre	14140 Triangle Rd	Dale Isley	604-448-5356
5	Public Safety Bldg – Minoru	6900 Minoru Blvd	Carol Peckinpaugh	604-278-1212
6	Community Safety Bldg – No 5 Road	11411 No. 5 Road	Norma Olsen	604-244-1233
7	West Richmond Community Centre	9180 #1 Road	Steve Baker	604-238-8410
8	Library Cultural Centre	7700 Minoru Gate	George Pissarra Beryl Jeffries	Cultural 604-247-8322 Library 604-231-6417
9	Ironwood Library	#8200 11688 Steveston Hwy	Dace Beggs	604-231-6466
10	Minoru Seniors Centre	7660 Minoru Gate	Eva Busich-Velosa	604-718-8450
11	Kwantlen Bldg	7577 Elmbridge Way	Gord Frederickson	604-834-3161
12	Minoru Arena	7551 Minoru Gate	Dale Isley	604-448-5356

## **SPECIFICATIONS**

### **MINIMUM SPECIFICATIONS FOR COMPLETE PREVENTATIVE MAINTENANCE AND REPAIR SERVICE**

1. **SCOPE AND INTENT:** The services to be performed by the contractor under this specification shall consist of furnishing all labour, equipment, tools and materials in performing all operations in connection with the examination, complete maintenance and repair of elevators in strict accordance with the requirements outlined herein. It is to be understood that the intent of this contract is to provide reliable, safe operation and maximum performance of the elevators at all times in accordance with BC Safety Authority Code CSA B44.
2. **LOCATION OF WORK:** All elevators upon which service work is to be performed are located in the various buildings listed in the quotation form.
3. **FREQUENCY OF EXAMINATIONS AND SERVICE:** The elevators listed are operated on a full time basis except where noted otherwise. The contractor shall provide regular and systematic examinations and planned preventative maintenance service on a **monthly** basis for these elevators and shall keep the elevators in best possible running order at all times. Contractor must be available and adhere to scheduled times and dates provided by City of Richmond staff.
4. **COMPETENCY OF RESPONDENT:** The importance of maintaining this elevator equipment in safe and satisfactory operating condition at all times requires that the service be performed by an elevator contractor who has satisfactorily performed complete maintenance service of elevators for this type of operation, and who can demonstrate that he has available, under his direct employment and supervision, the necessary competent certified personnel who have received thorough instruction in maintenance of elevators of this type. The maintenance personnel of any Respondent must be able to demonstrate his knowledge of elevators of this type and his personal ability to maintain them systematically according to code.
5. **EXAMINATION OF ELEVATORS PRIOR TO BID:** It will be the Respondent's responsibility to make a thorough survey of the existing condition on all elevators designated herein. No extra charge will be allowed after the award of the contract for additional repairs or replacements. During examination, no more than one elevator may be out of service at one time.
6. **MANNER AND TIME OF CONDUCTING THE WORK:**
  - A. All work shall be performed by certified elevator maintenance mechanics directly employed and supervised by the contractor.
  - B. Any overtime work that is required to accomplish the requirement of this contract will be included in the monthly price bid on the quotation form included in this quotation. No overtime payments will be allowed including emergency service not the fault of the City.

- C. The contractor will be required to submit, for approval by the On-Site Owner's Representative, a monthly work schedule indicating the dates that elevators will be shut down. This approved schedule will be used by the Owner to notify building employees and other service personnel of elevator outages. The contractor shall provide a monthly review and analysis with the On-Site Owner's Representative of all reported equipment malfunctions, repairs made to correct the malfunctions, and preventative maintenance activities conducted for that month. The contractor shall also provide and review with the On-Site Owner's Representative, on a monthly basis, a summary of all call-back activities. The intent of this monthly summary is to minimize call-backs by keeping the contractor and Owner aware of trends. The Manager of Facilities Management or his designee, shall approve the contractors forms.

When in the course of routine maintenance or equipment repairs it becomes necessary to use proprietary tools for an elevator to diagnose, program or adjust the equipment, and such tool is owned by another contractor, the contractor shall contact the On-Site Owner's Representative who shall obtain the required tool. Any costs associated with the acquisition and use of the tool shall be borne by the contractor.

7. **EXTENT OF THE WORK:** The work described under the following paragraphs shall be performed by the contractor and unless otherwise specified, applies to all parts of the elevators, including, but not limited to, machines, sheaves, motors, generators, brushes, rectifiers, controllers, selectors, gears, thrusts, bearing, brake magnet coils, brake shoes and linings, windings, rotating elements, contacts, coils, resistances, magnet frames, relays, leveling devices, cams, car and hoistway door hangers buttons, car lighting, emergency lights and signals (including batteries), car fans, and all other elevator signal and accessory equipment included as a part of the elevator installations at the time the bid for this work is submitted.
- A. Provide regular planned and systematic examinations, adjustments, cleaning and lubrication at the frequency required. All lubricants, cleaning materials, rags, paint, etc., are to be supplied by the contractor. All lubricants shall be of the grade recommended by the manufacturer for the purpose used.
- B. Supply, repair and replace all parts of every description made necessary by wear and tear. No repairs will be permitted when good practice indicates that a replacement is preferable to insure maximum continuity of service. **All replacement parts shall be of the same make as original manufacturer.** Refinishing, repairs to and/or replacement of elevator car enclosure, hoistway door panels or frames and sills, with the exception of the floor and subfloor, are excluded. Also excluded from this repair maintenance contract are underground piping and cylinders of hydraulic elevators plates and refinishing or replacement of elevator signal and operating fixture place plates.

- C. Contractor shall be responsible for replacement of all car lighting bulbs when required. Power pack supplies (batteries) are to be replaced when no longer of sufficient strength, but not left to exceed thirty (30) months.
- D. Contractor shall make a no load, slow speed test of the car safety devices annually, and shall promptly correct any defects that may be found in testing.
- E. Examine and equalize tension of all hoisting ropes and compensating and governor ropes whenever necessary and to replace whenever necessary.
- F. When necessary, contractor shall repair or replace electrical wiring or traveling cables. The disconnect switches, circuit breakers or power wiring are excluded.
- G. Contractor shall keep the guide rails, overhead sheaves and beams, counterweight frames, tops of car, pits and machine rooms clean and remove accumulated rubbish from the pits. The contractor shall replace guide rollers or gibs as required to provide smooth and quiet operation. All coil reservoirs shall be kept properly sealed to prevent leakage.
- H. Contractor shall keep the exterior of the machinery and other parts of the equipment presentable at all times. All windings and controller coils shall be treated periodically with proper insulating compound.
- I. Furnishing and installation of floor tile rugs or other floor covering will be approved by the On-Site Owner Representative.
- J. Perform all tests as required by the Safety Engineering Services Division, Electrical & Elevating Devices, Safety Branch. Province of B.C.
- K. Test emergency lighting and telephone once (1) per month.
- L. No payment will be made by the City for service or repairs which result from the fault or negligence of the contractor, its employees or agents.
- M. Emergency Service: Emergency call back service is a service that requires the immediate removal of stranded passenger and to eliminate any other condition in the elevator operation that could do harm to life or property and cannot wait for normal working hours.

Emergency call back service is also a service that requires some elevators to be operational at all times to carry out the requirements and duties of City business.

These emergency call back services will be provided at any time of the day or night every day during the year to put equipment back into operation as identified in Section 1. Scope and Intent.

Service during overtime hours may, at the City's option, only be limited to minor repairs adjustments required to restore an elevator to service as to determination of the cause for interruption of service, where substantial repair is required. Costs of these overtime services that are not the City's fault will be included in the quotation.

8. **WORK STANDARD:** Should it be found that the standards indicated herein are not being satisfactorily maintained, the City may demand that the contractor place the elevators in condition to meet these requirements. If the contractor fails to comply with such demands within a reasonable time, the City may, by written notice to the contractor, terminate his right to proceed further with the work. In such event, the City may take over the work and process it to termination of the contract period by contract or otherwise and the contractor (and his sureties, if any) shall be liable to the City for any excess cost occasioned thereby. Contractors must be available to provide elevator access to other trades personnel.
9. **ADDITIONS OR DELETIONS:** The City may add or delete elevators or alter frequency of service, etc., as may be deemed advisable. At the request of the owners representative, the contractor may be asked to do added work not covered under the scope of complete maintenance and repair. Such work is generally the result of code changes or vandalism. This clause does not waive the right of the City to seek new bids on any added work that may be required.

For additions or deletions where the cost factor has not been determined a new cost may be negotiated by the City and a change notice to the contract would be issued if an agreement is reached.

Added work not cited in the contract may at the City's option have added work performed at the labour rate per hour, cost per trip and parts costs as bid in the attached Quotation Form.

## 10. **PERFORMANCE REQUIREMENTS**

### A. **Definitions & Conditions**

1. Floor-to-Floor Times - measured from the time the doors start to close until the elevator is approximately level with the floor and the doors 3/4 at the next successive floor, up or down, under any loading conditions as permitted by code.
2. Door Opening Time - measured from the start of car door open until the doors are in the fully open position as permitted by code.
3. Door Closing Time - measured from start of door close until hoistway doors are fully closed, will be that shown or the minimum permitted by code, whichever is greater.
4. Accuracy of Leveling - under all load conditions.
5. Variance from Rated Speed - regardless of load shall not exceed + 5%.
6. In Accomplishing the Above Requirements - Contractor shall maintain a comfortable elevator ride with smooth acceleration, retardation and a soft stop. Door operation shall be quiet and positive with smooth checking at the extremes of travel.

## 11. **RESPONSE EMERGENCY SERVICE**

Elevator maintenance contractor will respond to emergency calls within 60 minutes of notification.

12. Contractor shall maintain the minimum performance on the elevators as designated in Appendix A.
13. Contractor will accept, without exception, the elevators in existing condition at the beginning of the contract period and perform all requirements as cited in the terms, conditions and specifications without additional cost to the City other than those prices quoted on a per month basis.
14. No more than one elevator may be out of service at one time when performing maintenance service in a building. Contractor to notify City of Richmond staff when elevators are out of service. Contractor to inform City staff of scheduled repair time and estimated date/time of repair completion..
15. A contractor will keep sufficient spare parts in inventory, have access to an inventory or be able to fabricate parts to insure that elevators will not be "OUT OF OPERATION" longer than is normal for elevator customers in the market place which impedes these customers' operations. Frequency of examinations or services cited will in no way diminish the responsibility of the contractor to accomplish all the other terms, conditions and specifications cited in the contract herein.
16. **SERVICE RECORD**: The contractor shall maintain on each elevator a maintenance and service record. Any and all work done including service calls, complaints, regular checks, lubrications, testing, parts replacement, repairs and emergency calls, shall be recorded on a form provided by City of Richmond Staff. Service records shall be faxed or e mailed to Facility Management Staff by end of the following business day.
17. **"EXTENT OF WORK"**: During the contract period, radios and pagers may be required by the On-Site Owner's Representative to be worn by the Elevator service mechanics. These items will be owned and supplied by On-site Owner. Dispatching of calls will be handled by Owner during normal business hours of operation. For after hour operations, Owner will provide instructions.
  - All prints, plans and drawings that are furnished by the Owner will be turned back to the Owner at the conclusion of the contract. Those spare parts that are owned by the Owner will remain on the premises.

### **MISC DETAILS**

The Contractor will receive a Hansen Preventative Maintenance number (PM Number) for specific work required according to established frequencies.

The Contractor shall sign and date PM work order and return to the Facilities Management (FM) office as soon as work is completed (within 24 hours by fax).

Contractor shall complete and return signed copy of check sheet approved by FM maintenance staff for each piece of equipment with a PM.

Contractor must provide detailed documenting outlining CSA B44 / BC Safety Authority code work performed.

Please see [MAN-4011-01 Elevating Device Program Overview Manual 2.pdf](#)

**All documents, as outlined in the pdf docs below, must be submitted with invoice on any and all work performed . Failure to do so, will result in the invoice being returned.**

[Electric Elevator Periodic Tests Declaration FRM-1209-03.pdf](#)

[Electric Elevator Data Sheet Checklist FRM-1214-02.pdf](#)

[Hydraulic Elevators Periodic Safety Tests Declaration FRM-1205-06.pdf](#)

[Handicapped Lift Periodic Tests Declaration FRM-1110-01.pdf](#)

[FRM-1212-00 fillable.pdf](#)

Monthly Maintenance Logs will be left on site and fill out as required by code. Monthly maintenance logs must also be attached with all PM invoices.

Contractor shall send all completed invoices to FM office c/o Work Control Centre:

City of Richmond – Project Development and Facilities Management  
#110 5440Hollybridge Way, Richmond BC V7C 4N2

City of Richmond requests that the Contractor submit supplier invoices to the City for purchase of parts and for labour used for each job. **Invoices** must include (but are not limited to) the following information:

- Elevator tech worksheets
- Current Open/Standard Purchase Order Number
- Hansen Work Order Number
- Facility name and address of work completed
- Listed hours of work along with labour rate
- A detailed materials used listing
- Name of Tech(s) who completed the work
- Monthly submission of invoices

1. Contractor must report any Life Safety Issues to Work Request Line immediately.

**Work Control Centre Phone 604-233-3307** (8:15am to 5:00 pm Monday – Friday)

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

- The Contractor must complete the work within the time frame/priority code as listed on the work order.

- **Mandatory** Response time:
  - 1 hour – emergency time (24/7/365)
  - 1 hour – standard time
  - 1 hour – weekends and evenings
- Confirmation call should be made within ten (10) minutes of City’s initial call. City of Richmond staff shall determine priority of call.

The contractor must:

- provide a Vancouver lower mainland rep/contact person and a Vancouver lower mainland contact number
- complete the work within the time frame/priority code as listed on the work order
- complete the work in a professional manner
- provide personnel who can clearly communicate the English language (verbal and written)
- have fidelity bonding
- report to Facility Management Work Control Centre (604) 233-3307 to keep City apprised of the status of work being done (eg. date/time/any delays)
- ensure that all staff are wearing clearly visible identification badges (company name/first name) when working on a job site for the City of Richmond.
- sign in and sign out in the logbook provided at all sites.

All City elevators are to meet all Provincial Standards and Codes.

The contractor must:

- complete the work within the time frame/priority code as listed on the work order
- complete the work in a professional manner
- have fidelity bonding
- report to Facility Management Work Control Centre (604) 233-3307 to keep City apprised of the status of work being done (eg. date/time/any delays)
- The Contractor must ensure that all staff are wearing clearly visible identification badges (company name/first name) when working on a job site for the City of Richmond. ID Badges are available at the reception counter at most city of Richmond locations
- sign in and sign out in the logbook provided at all sites.

All City elevators are to meet all Provincial Standards and Codes.

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

The undersigned Respondent, having carefully read and examined the Instructions to Respondents, Undertaking of Liability Insurance, Quotation Form, Quotation Annexures, General Conditions of Contract and Specifications, and having full knowledge of the work required, does hereby offer to provide all necessary labour, materials, and equipment in strict accordance with the Specifications and to do all therein called for on the terms and conditions and under the provisions therein set forth at the following. The following steps must be performed on each elevator on a monthly basis.

**Monthly Inspection for Elevators**

Must meet all BC Safety Authority requirements for elevating devices.

**Total minutes, rate per hour, and material cost fields MUST be filled in. N/A is not acceptable.**

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

**ELEVATOR MONTHLY INSPECTION**

<b>Location of Work</b>	<b>Type of Elevator</b>	<b>Prov. Number</b>	<b>Total minutes required for Service</b>	<b>Rate per Hour</b>	<b>Material Cost</b>	<b>Total Monthly Cost</b>
Steveston Community Ctr.	Northern	11243	____ minutes	\$	\$	\$
Gateway Theatre	Montgomery Kone	9285	____ minutes	\$	\$	\$

Location of Work	Type of Elevator	Prov. Number	Total minutes required for Service	Rate per Hour	Material Cost	Total Monthly Cost
South Arm Comm. Ctr.  <b>2 elevators</b>	Dover	13653	— minutes	\$	\$	\$
Public Safety Building  (Minoru)	Dover	07609	— minutes	\$	\$	\$
Community Safety Building  (No 5 Road) <b>2 Elevators</b>	Kone	n/a	— minutes	\$	\$	\$
Richmond Ice Centre	Beckett Elevator Ltd.	15174	— minutes	\$	\$	\$
West Richmond Comm. Ctr.	Richmond Elevator	14170	— minutes	\$	\$	\$
Library/  Cultural Ctr.  <b>2 Elevators</b>	Eltec	13462	— minutes	\$	\$	\$
Library/  Cultural Centre	Montgomery Kone	13461	—	\$	\$	4

Location of Work	Type of Elevator	Prov. Number	Total minutes required for Service	Rate per Hour	Material Cost	Total Monthly Cost
			minutes			
Library/ Cultural Centre	Montgomery Kone	13460	____ minutes	\$	\$	\$
Richmond City Hall  <b>3 Elevators</b>	Richmond Elevators	1-18582 2-18583 3-18584	____hrs minutes	\$	\$	\$
Ironwood Library  Back Service Elevator	Richmond Elevator	18168	____ minutes	\$	\$	\$
Ironwood Library  Front Elevator	Richmond Elevator	18167	____ minutes	\$	\$	\$
Minoru Senior Centre	Lift		____ minutes	\$	\$	\$

<b>Location of Work</b>	<b>Type of Elevator</b>	<b>Prov. Number</b>	<b>Total minutes required for Service</b>	<b>Rate per Hour</b>	<b>Material Cost</b>	<b>Total Monthly Cost</b>
Kwantlen Building	Montgomery	103453	— minutes	\$	\$	\$
Minoru Arena	Garaventa Genesis Vertical Lift		— minutes	\$	\$	\$
Subtotals					\$	\$
					HST	\$
					Total	\$



PART E – QUOTATION FORM

PLEASE CIRCLE ONE (either hr or Trip)

- 3) Charge for Travel Time @ \$ \_\_\_\_\_/hr. or Trip
- 4) Charge for Vehicle @ \$ \_\_\_\_\_/hr. or Trip
- 5) Discount on materials purchased from Respondent @ \_\_\_\_\_%
- 6) Markup on materials purchased from outside sources @ \_\_\_\_\_%  
(Invoices can be requested at any time)
- 7) One-time charge (reprogram elevator emergency phones to ring at their monitoring stations) @ \$ \_\_\_\_\_per location

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

Payment Terms \_\_\_\_\_

Early Payment Terms \_\_\_\_\_

**Price Fluxations**

The rates above are for the first term. The chart below are for the next four (4) terms.

Term	(+ or -) %
Year 2	
Year 3	
Year 4	
Year 5	

PART E – QUOTATION FORM

---

Name of Respondent: \_\_\_\_\_

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

Telephone No: \_\_\_\_\_

Name, Signature, and Title of Signing Officer: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

E-mail \_\_\_\_\_

Web Address \_\_\_\_\_

PART E – QUOTATION FORM

---

Primary Contact-Contract Administration

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
FAX: \_\_\_\_\_  
Email: \_\_\_\_\_

Alternate Contact - Contract Administration

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
FAX: \_\_\_\_\_  
Email: \_\_\_\_\_

Customer Service/Order Placement

Name \_\_\_\_\_  
Telephone \_\_\_\_\_  
FAX: \_\_\_\_\_

Addresses:

Orders to be sent to:

Billing will be from:

Payment to be sent to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name the elevator brands for which your company is authorized to provide service:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

How long have you been in business providing elevator maintenance for customers equal to or larger than described herein?

\_\_\_\_\_ years

PART E – QUOTATION FORM

---

**Respondent's Information Summary**

**COMPLETE / DESCRIBE IN DETAIL - ATTACH ADDITIONAL SHEETS IF REQUIRED**

**NAME OF COMPANY:** \_\_\_\_\_

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

**YEARS IN BUSINESS:** \_\_\_\_\_

**NUMBER OF EMPLOYEES:** \_\_\_\_\_

**QUALIFICATIONS OF PERSONNEL PROPOSED TO WORK ON CITY CONTRACT:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**RESPONSE TIME TO SERVICE CALLS: \_\_\_\_\_ (REG. HRS) \_\_\_\_\_ (O.T. HRS)**  
**(FROM TIME OF INTIAL SERVICE CALL PLACED BY CITY OF RICHMOND STAFF, TO SERVICE TECHNICIAN BEING ON SITE)**

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

**UNION OR NON-UNION COMPANY:** \_\_\_\_\_

**IF UNION GIVE EXPIRY DATE OF EXISTING CONTRACT:** \_\_\_\_\_

PART E – QUOTATION FORM

---

**A. DESCRIBE YOUR COMPANY’S TRAINING PROGRAMS**

---

---

---

---

---

**B. DESCRIBE YOUR COMPANY’S WHMIS TRAINING PROGRAMS**

---

---

---

---

**C. DESCRIBE YOUR COMPANY’S SAFETY TRAINING PROGRAMS**

---

---

---

---

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

---

---

---

---

PART E – QUOTATION FORM

---

**Undertaking of Liability Insurance**

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

Dear Sirs:

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

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

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

\_\_\_\_\_

EXCEPTIONS:

\_\_\_\_\_

Dated at \_\_\_\_\_, British Columbia, this \_\_\_\_ day of \_\_\_\_\_, 2011.

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

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

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



PART E – QUOTATION FORM

**List of Previous Contracts**

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

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

(If additional space is required, attach additional