



REQUEST FOR QUOTATION RFQ PS09033

SUPPLY OF RECORDS STORAGE SERVICES

Quotations will be received in the Purchasing Services Office, 3<sup>rd</sup> Floor, Suite #320, East Tower, 555 West 12<sup>th</sup> Avenue, Vancouver, British Columbia, Canada, V5Z 3X7 prior to the Closing Time: Tuesday March 3, 2009 at 3:00:00 P.M. Vancouver time (as defined in Note 2 below).

**NOTES:**

1. Quotations are to be in sealed envelopes or packages marked with the Bidder's Name, the RFQ Title and Number.
2. Closing Time and Vancouver Time will be conclusively deemed to be the time shown on the clock used by the City's Purchasing Services Office for this purpose.
3. The City's Purchasing Services office is open on business Days 8:30 A.M. to 4:30 P.M. Vancouver and closed Saturdays, Sundays, and holidays.
4. DO NOT SUBMIT BY FAX.

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

Julia Johnston,  
Buyer,

Fax: 604.873.7057 E-mail: [purchasing@vancouver.ca](mailto:purchasing@vancouver.ca)

---

**REQUEST FOR QUOTATION NO. RFQ PS09033  
SUPPLY OF RECORDS STORAGE SERVICES  
TABLE OF CONTENTS**

---

**PART A - INSTRUCTIONS TO BIDDERS**

Pages 3 - 7

- 1.0 Description of Requirement
- 2.0 Contract Term
- 3.0 Pricing
- 4.0 Inquiries and Clarifications
- 5.0 Inspection of Site
- 6.0 Submission of Quotation
- 7.0 Conflict of Interest
- 8.0 Evaluation of Quotations
- 9.0 Acceptance and Rejection of Quotations
- 10.0 Award of Contract
- 11.0 Quantities
- 12.0 Brand Names
- 13.0 Alternates and/or Variations to Specifications
- 14.0 Freedom of Information and Protection of Privacy Act
- 15.0 Confidentiality
- 16.0 Special Conditions

**PART B - GENERAL CONDITIONS**

Pages 8 - 13

- 1.0 Definitions
- 2.0 Sub-contractors
- 3.0 Independent Contractor
- 4.0 Assignment
- 5.0 Time of the Essence
- 6.0 Laws, Permits and Regulations
- 7.0 Inspection
- 8.0 Quality of Workmanship and Materials
- 9.0 Warranty
- 10.0 Indemnification
- 11.0 Termination
- 12.0 Payments
- 13.0 Taxes
- 14.0 Non-resident Withholding Tax
- 15.0 No Promotion of Relationship

**PART C - SPECIAL CONDITIONS**

Pages 14 - 19

- 1.0 Additional Evaluation Criteria
- 2.0 Protection of Person and Property
- 3.0 Clean Up
- 4.0 Insurance Requirements
- 5.0 Workers' Compensation
- 6.0 Character of Workers

**PART D - QUOTATION FORM**

Pages QF1 - QF13

- 1.0 Compliance
- 2.0 References
- 3.0 Schedule of Price and Quantities

**REQUEST FOR QUOTATION NO. RFQ PS09033  
SUPPLY OF RECORDS STORAGE SERVICES  
TABLE OF CONTENTS**

---

- 4.0 Detailed Requirements and Compliance Matrix
- 5.0 Bidder's Declaration

**APPENDIX 1 - CERTIFICATE OF EXISTING INSURANCE**

**APPENDIX 2 - CERTIFICATE OF INSURANCE (FOR SUCCESSFUL PROPONENT ONLY)**

**APPENDIX 3 - PRIME CONTRACTOR AGREEMENT (FOR SUCCESSFUL PROPONENT ONLY)**

**REQUEST FOR QUOTATION NO. RFQ PS09033**  
**SUPPLY OF RECORDS STORAGE SERVICES**  
**PART A - INSTRUCTIONS TO BIDDERS**

---

**NOTE:** The definitions set out in Section 1.0 of Part B - General Conditions apply throughout this RFQ, including this Part A of this RFQ, except where otherwise expressly stipulated or the context otherwise requires.

**1.0 Description of Requirement**

1.1 Quotations are invited for the supply relocation and provision of safe, secure, environmentally controlled storages (ISO Standards) of the City's documents including paper in file folders, rolled drawings, microfilm and microfiche, magnetic and other media, and the retrieval and delivery of files upon request to specific sites as set out herein, for the City of Vancouver.

1.2 Bidders may bid on all or part of the Requirements.

**2.0 Contract Term**

2.1 The term of Contract shall be for a three (3) year period with the option to renew for two (2) additional one (1) year periods to a maximum total term of five (5) years. The option to extend the Contract is subject to agreement between the Contractor and the City.

**3.0 Pricing**

3.1 Pricing shall be held firm for the initial twelve (12) month period of the contract. Prices may be adjusted at the end of each twelve (12) month period subject to mutual agreement between the Contractor and the City.

3.2 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 responsibility of the Bidder to thoroughly examine these documents and satisfy itself as to the full requirements of this RFQ. Inquiries are to be in written form only, faxed or e-mailed to the contact person shown on the cover page. If required, an addendum will be issued to all Bidders.

**5.0 Inspection of Site**

5.1 Where applicable, Bidders shall inspect the Work Site(s) and make allowances in its Quotation for such conditions as in the sole opinion of the Bidder are warranted. The City makes no representation or warranties as to the condition of the sites. No consideration will be given for extras resulting from conditions that would have been evident during a routine site visit.

**6.0 Submission of Quotation**

6.1 The response to this RFQ with all accompanying schedules, appendices or addenda submitted by the Bidder will be received up to the closing time on the date and in the place shown on the title page of this RFQ (the "Closing Time"). The Quotation shall be

**REQUEST FOR QUOTATION NO. RFQ PS09033**  
**SUPPLY OF RECORDS STORAGE SERVICES**  
**PART A - INSTRUCTIONS TO BIDDERS**

---

submitted on the forms provided in a sealed envelope or package, marked with the Bidder's name and the RFQ title and number.

- 6.2 Quotations received after the Closing Time or in locations other than the address indicated, will not be accepted and will be returned. The City may elect to extend the Closing Time.
- 6.3 The Bidder shall submit three (3) copies of its Quotation on the form provided (Part D - Quotation Form) in accordance with the instructions stated herein.
- 6.4 The City's language used in its procurement documents and the responses thereto, shall be in English.
- 6.5 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 initialed by the authorized signatory in the spaces provided.
- 6.6 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.
- 6.7 Quotations may be withdrawn by written notice only, provided such notice is received at the Purchasing Services office prior to Closing Time.
- 6.8 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.
- 6.9 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.

**7.0 Conflict of Interest**

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

**8.0 Evaluation of Quotations**

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

**REQUEST FOR QUOTATION NO. RFQ PS09033**  
**SUPPLY OF RECORDS STORAGE SERVICES**  
**PART A - INSTRUCTIONS TO BIDDERS**

---

- a) the Bidder's ability to meet the Requirements, qualifications and competencies set out herein;
  - b) financial offer including but not limited to prices, operating and maintenance costs, warranty, and any life cycle considerations;
  - c) the Bidder's business and technical reputation and capabilities; experience and where applicable, the experience of its personnel; financial stability; track record; and references of current and former customers;
  - d) equipment quality, configuration, age and condition; and
  - e) any other criteria set out in the RFQ.
- 8.2 The City may elect to short list some of the Bidders and require short listed Bidders to provide additional information or details, including making a presentation, supplying samples, demonstrations, and/or additional technical literature. Samples or items, when required, must be submitted within the time specified and at no expense to the City. If not destroyed in testing, they will be returned at the Bidder's request and expense.
- 8.3 Prior to Contract award, the Bidder must demonstrate financial stability. Should the City so request, the Bidder is required to provide annual financial reports or a set of financial statements prepared by an accountant and covering the last two (2) fiscal years.
- 8.4 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.
- 8.5 Preference may be given to Quotations offering environmentally beneficial products or services.

**9.0 Acceptance and Rejection of Quotations**

- 9.1 Notwithstanding any other provision in the Quotation documents, the City has in its sole discretion, the unfettered right to:
- a) accept any Quotation;
  - b) reject any Quotation;
  - c) reject all Quotations;
  - d) accept a Quotation which is not the lowest Quotation;
  - e) accept a Quotation that deviates from the Requirements, Specifications or the conditions specified in this Quotation;
  - f) reject a Quotation even if it is the only Quotation received by the City;
  - g) accept all or any part of a Quotation; and
  - h) split the Requirements between one or more Bidders.

**REQUEST FOR QUOTATION NO. RFQ PS09033**  
**SUPPLY OF RECORDS STORAGE SERVICES**  
**PART A - INSTRUCTIONS TO BIDDERS**

---

- 9.2 All Quotations shall be irrevocable and remain open for acceptance for at least ninety (90) days after the Closing Time, whether or not another Quotation has been accepted.
- 9.3 Any deviations from the Requirements, specifications or the conditions specified in this RFQ, must be clearly stated in the Quotation. The City will be the sole judge as to what constitutes an acceptable Quotation deviation. If no deviations are indicated in the Quotation, the City will be entitled to interpret that the Bidder offers to perform in full compliance of the Requirements, Specifications and conditions stated herein.
- 9.4 The City may waive any non-compliance with the RFQ, the Requirements, the Specifications, or any conditions, including the timing of delivery of anything required by this RFQ and may elect to retain for consideration Quotations which are non-conforming, which do not contain the content or form required by the RFQ or which have not complied with the process for submission set out herein.

**10.0 Award of Contract**

- 10.1 Award of a Contract is contingent on funds being approved and the contract award being made by City Council, if applicable.
- 10.2 The City will notify the successful Bidder(s) in writing that it has been awarded the Contract.
- 10.3 The purchase order terms and conditions, excluding the provision titled "The City's Offer", will apply unless otherwise agreed in writing by the City.
- 10.4 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) Subject to Section 8.3, the City's purchase order including the standard purchase order terms and conditions (which may be downloaded from [www.city.vancouver.bc.ca/bid/](http://www.city.vancouver.bc.ca/bid/));
  - b) Or any mutually agreed to amendments between the Bidder and the City;
  - c) The Quotation; and
  - d) The RFQ and any subsequent addenda.
- 10.5 Where the head office of the successful Bidder is located within the City of Vancouver and/or where the successful Bidder is required to perform the Service at a site located within the City of Vancouver, the successful Bidder is required to have a valid City of Vancouver business license prior to Contract execution.
- 10.6 The City is not under any obligation to award a Contract and may elect to terminate this RFQ at anytime.

**11.0 Quantities**

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

**REQUEST FOR QUOTATION NO. RFQ PS09033**  
**SUPPLY OF RECORDS STORAGE SERVICES**  
**PART A - INSTRUCTIONS TO BIDDERS**

---

**12.0 Brand Names**

12.1 Unless otherwise stated, if and wherever the Specifications state a brand name, make, name of manufacturer, trade name, or vendor catalogue number, it is for the purpose of establishing a grade or quality of goods, material, equipment and/or services only. It is not intend to rule out competition from equal brands or makes. If, however, a product other than that specified is offered, it is the Bidder's responsibility to name such a product in its Quotation. Evidence of equality in the form of samples may be requested.

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

13.1 Except where stated otherwise herein, the Specifications describe what is considered necessary to meet the performance requirements of the City and Bidders should bid in accordance with such Specifications, or if the Bidder cannot meet the Specifications, the Bidder may offer an alternative which it believes to be the equivalent.

13.2 Bidders shall clearly indicate any variances from the City's Specifications or conditions no matter how slight. The attachment of descriptive literature from which variations may be gleaned will not be considered as a sufficient statement of variations.

13.3 If in addition to bidding on goods, materials, equipment and/or services that meet the Specifications, the Bidder wishes to offer an alternative, the alternative Quotation shall be submitted separately in the same format as the initial Quotation.

13.4 The City is not obligated to accept any alternatives.

13.5 The City will determine what constitutes allowable variations.

**14.0 Freedom of Information and Protection of Privacy Act**

14.1 Proponents should note that the City of Vancouver is subject to the Freedom of Information and Protection of Privacy Act (British Columbia), which imposes significant obligations on the City's contractors to protect all personal information acquired from the City in the course of providing any service to the City.

**15.0 Confidentiality**

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

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

**16.0 Special Conditions - Intentionally Omitted**



REQUEST FOR QUOTATION NO. RFQ PS09033  
SUPPLY OF RECORDS STORAGE SERVICES  
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 Vancouver, as described under the Vancouver Charter;

"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;

"Delivery Site" means 250 West 70<sup>th</sup> Avenue, Vancouver, B.C., V5X 2X1, unless otherwise stated in this RFQ;

"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.

**REQUEST FOR QUOTATION NO. RFQ PS09033**  
**SUPPLY OF RECORDS STORAGE SERVICES**  
**PART B - GENERAL CONDITIONS**

---

"PST" means British Columbia provincial sales tax and any successor tax or levies therefore in force from time-to-time;

"Quotation" means the Bidder's offer made on the Quotation form set out on Part D of this RFQ with all appendices or addenda submitted by the Bidder in response to the RFQ;

"RFQ" means this Invitation to Quotation including, but not limited to: Part A - Instructions to Bidders; Part B - General Conditions; Part C - Special Conditions; Part D- Quotation Form; Appendix 1 - Certificate of Insurance; and any additional attachments listed in the Table of Contents;

"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;

"Security Clearance" means the security clearance required by the City from time to time for personnel being allowed access to any City owned property/site;

"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.

**2.0 Sub-contractor**

2.1 The City of Vancouver will not accept proposals from any contractor that will sub-contract for the work. Upon approval of any proposal and the signing of a contract, all sub-contracting, assigning or other sub-letting of the Services or Work is expressly prohibited and the successful Proponent will not sub-contract any work without the prior written consent of the City, which consent may be arbitrarily withheld.

**3.0 Independent Contractor**

3.1 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.

**4.0 Assignment**

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

4.2 Despite Section 4.1, the Contractor may utilize those sub-contractors expressly named in Section 6.1 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, subcontract, or let out as task work their obligations under the Contract documents, except in accordance with Section 4.1 above.

**REQUEST FOR QUOTATION NO. RFQ PS09033**  
**SUPPLY OF RECORDS STORAGE SERVICES**  
**PART B - GENERAL CONDITIONS**

---

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

**5.0 Time of the Essence**

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

**6.0 Laws, Permits and Regulations**

6.1 The laws of British Columbia shall govern the Contract.

6.2 All provisions of the International Sale of Goods Act are specifically excluded from application of this Contract.

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

**7.0 Inspection**

7.1 The services are subject to inspection and in case any of the services are not in conformity with the Requirements of the Contract or the Contractors' warranty (expressed or implied), the City shall have the right either to reject them or to require correction.

7.2 The City shall be the final judge of the services and materials in respect of both quality and quantity and its decisions of all questions in dispute with regard thereto will be final.

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

**8.0 Quality of Workmanship and Materials**

8.1 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.

8.2 Materials, goods and equipment shall be the products of suppliers or manufacturers of established reputation engaged in the supply or manufacture of such materials of equipment.

8.3 Materials are to be applied in accordance with the manufacturer's directions and shall use the techniques and applications best suited for the type of material being used.

**REQUEST FOR QUOTATION NO. RFQ PS09033**  
**SUPPLY OF RECORDS STORAGE SERVICES**  
**PART B - GENERAL CONDITIONS**

---

**9.0 Warranty**

- 9.1 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).
- 9.2 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 ITT.
- 9.3 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.
- 9.4 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.
- 9.5 The Contractor warrants that its employees have the qualifications, experience, knowledge, skills and abilities necessary for the fulfilment of the Contract.

**10.0 Indemnification**

- 10.1 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.
- 10.2 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.
- 10.3 The Contractor shall assume the defense of, and indemnify and hold harmless the City and its officers, employees and agents, from and against all claims relating to materials, goods or equipment furnished and to inventions, copyrights, trade marks, or patents and rights thereto used by the Contractor in the execution of the Contract and in subsequent use and/or operation by the City.

**11.0 Termination**

- 11.1 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;

**REQUEST FOR QUOTATION NO. RFQ PS09033**  
**SUPPLY OF RECORDS STORAGE SERVICES**  
**PART B - GENERAL CONDITIONS**

---

- 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.

11.2 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).

11.3 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.

**12.0 Payments**

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

12.2 The Contractor may be required to accept payment by purchasing card (MasterCard). Preference may be given to a Bidder who has or is willing to expand their system to provide Level III reporting detail.

**13.0 Taxes**

13.1 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).

13.2 Invoices shall show the appropriate amounts for GST and PST.

**14.0 Non-resident Withholding Tax**

14.1 Regulation 105(1) of the Canadian Income Tax Act requires that payments to non-residents for any work performed in Canada are subject to a Non-resident Withholding Tax of 15%. Exemption from this withholding tax is available in some circumstances, but the Contractor must apply directly to the Canada Customs and Revenue Agency (CCRA) at least 30 days before commencing the Work.

**REQUEST FOR QUOTATION NO. RFQ PS09033**  
**SUPPLY OF RECORDS STORAGE SERVICES**  
**PART B - GENERAL CONDITIONS**

---

**15.0 No Promotion of Relationship**

- 15.1 The Contractor must not disclose or promote its relationship with the City, including by means of any verbal declarations or announcements and by means of any sales, marketing or other literature, letters, client lists, press releases, brochures or other written materials without the express prior written consent of the City (except as may be necessary for the Contractor to perform the Contractor's obligations under the terms of the Contract). The Contractor undertakes not to use "VANOC", "Vancouver 2010", the official emblem, logo or mascot of the 2010 Games or any reference or means of promotion or publicity, without the express prior written consent of the City. Furthermore, the Contractor undertakes not to disclose or promote its relationship with the City in any communication or matter whatsoever as a basis to create an association, express or implied, between the Contractor and the IOC, the Olympics or the Olympic Movement.

**REQUEST FOR QUOTATION NO. RFQ PS09033**  
**SUPPLY OF RECORDS STORAGE SERVICES**  
**PART C - SPECIAL CONDITIONS**

---

**1.0 Additional Evaluation Criteria**

- 1.1 In addition to the evaluation criteria set out in Part A of this RFQ, the following criteria, which are not in any order of importance, will be taken into consideration during the City's evaluation of the Quotation:
- a) All contractor employees handling the City records will require a criminal record check. This will be confirmed on a yearly basis.

**2.0 Protection of Person and Property**

- 2.1 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.
- 2.2 The Contractor shall effectively warn and protect the public and other personnel from any danger as a result of the services being done.

**3.0 Clean Up**

- 3.1 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.

**4.0 Insurance Requirements**

- 4.1 The Proponent is advised to refer to the Certificate of Insurance [Appendix 2]. This is the type of certificate that the City would require should the Proponent be selected as the successful Proponent.
- 4.2 Proponents are to submit with their Proposals a Certificate of Existing Insurance in the form set out in the attached Certificate of Existing Insurance [Appendix 1] as evidence of their existing insurance coverage. Appendix 1 may be amended where appropriate to add the types of insurance currently carried by the Proponent which are not explicitly referenced on the Certificate.
- 4.3 Without limiting any of its obligations or liabilities under the Contract, the Contractor and its sub-contractors shall obtain and continuously carry during the term of the Contract at their own expense and cost, the following insurance coverages with minimum limits of not less than those shown in the respective items set out below.
- 4.4 All insurance policies shall be in a form and in amounts satisfactory from time-to-time and with insurers acceptable to the City's Director of Risk Management and shall provide the City with sixty (60) days prior written notice of material change, lapse or cancellation. Notice must identify the Contract title, number, policy holder, and scope of work.

**REQUEST FOR QUOTATION NO. RFQ PS09033**  
**SUPPLY OF RECORDS STORAGE SERVICES**  
**PART C - SPECIAL CONDITIONS**

---

- 4.5 The Contractor and each of its sub-contractors shall provide at its own cost any additional insurance which it is required by law to provide or which it considers necessary.
- 4.6 Neither the providing of insurance by the Contractor in accordance with the requirements hereof, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing shall be held to relieve the Contractor from any other provisions of the Contract Documents with respect to liability of the Contractor or otherwise.
- 4.7 The insurance coverage shall be primary insurance as respects the City. Any insurance or self-insurance maintained by or on behalf of the City, its officers, officials, employees, servants or agents shall be excess of this insurance and shall not contribute with it.
- 4.8 Prior to commencement of this Contract, the Contractor shall provide the City with evidence of all required insurance to be taken out in the form of the attached Certificate of Insurance supported by a certified copy(s) of the policy(s). The Certificate of Insurance shall identify the Contract title, number, policyholder and scope of work and shall not contain any disclaimer whatsoever. At all times thereafter, during the term of this agreement, the Contractor shall covenant and agree to comply with all its insurance obligations described herein. Proof of insurance, in the form of a certificate of insurance or certified copies of all insurance policies shall be made available to Risk and Emergency Management at any time during the term of the Contract upon request.
- 4.9 The Contractor shall provide in its agreements with its sub-contractors clauses in the same form as those found herein. Upon request, the Contractor shall deposit with the City's Director of Risk Management detailed certificate of insurance for the policies it has obtained from its sub-contractors and a copy of the insurance clauses so provided in the said agreements.
- 4.10 The Contractor shall obtain and maintain in full force and effect during the term of the Contract, insurance not less than that set out below and provide proof of such insurance provided by a company duly registered and authorized to conduct insurance business in the Province of British Columbia.
- a) Commercial General Liability insurance in sufficient amounts and description to protect the Contractor, its sub-contractors, the City and its respective officers, officials, employees, servants and agents against claims for damages, personal injury including death, bodily injury and property damage which may arise under this Contract.
- The limit of commercial general liability insurance shall be not less than two million dollars (\$2,000,000) per occurrence inclusive for personal injury, death, bodily injury or property damage and in the aggregate with respect to products and complete operations.
- The policy of insurance shall:
- (i) be on an occurrence form;



**REQUEST FOR QUOTATION NO. RFQ PS09033**  
**SUPPLY OF RECORDS STORAGE SERVICES**  
**PART C - SPECIAL CONDITIONS**

---

- (ii) add the City and its officials, officers, employees and agents as additional insureds;
  - (iii) contain a cross-liability or severability of interest clause;
  - (iv) extend to cover non-owned automobile, contingent employer's liability, blanket contractual liability, contractor's protective liability, broad form property damage, broad form completed operations and operations of attached machinery.
- b) The Contractor shall ensure that vehicles owned and/or operated by the Contractor in connection with the Contract maintain Third Party Legal Liability Insurance in an amount not less than two million dollars (\$2,000,000) per occurrence. The deductible per occurrence shall not exceed two thousand five hundred dollars (\$2,500).
- c) Professional Liability Insurance shall be arranged from the date of execution of this Contract and for a period of two (2) years thereafter. The policy shall carry minimum limits of one million dollars (\$1,000,000) per claim, and one million dollars (\$1,000,000) annual aggregate insuring against loss or damage arising out of the professional services rendered by the Contractor, the Contractor's sub-contractors and their servants or employees including personnel on loan to the Contractor and personnel who perform normal services of the Contractor under this Contract. The Professional Liability Insurance (Errors and Omissions) shall be in the form of a Single Project Professional Liability Policy.

The maximum deductible amount is ten thousand dollars (\$10,000). Payment of any deductible shall be the responsibility of the Contractor.

**5.0 WorkSafeBC Compliance**

- 5.1 Prior to commencing any services on the City's site, the Contractor must provide evidence that it is in good standing with WorkSafeBC. The Contractor is responsible for having the site secured in accordance with WorkSafeBC safety regulations and ensure that no danger shall befall the public at any time during the performance of the Services.
- a) *Payment of WorkSafeBC Assessments* - The Contractor agrees that it shall at its own expense procure and carry or cause to be procured and carried and paid for, full WorkSafeBC 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 Worker's Compensation Board 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 Worker's Compensation Board premiums, assessments or penalties in respect of work done or service performed in fulfilling this Contract had been paid in full.
  - b) *Designation of Contractor as Prime Contractor* - The City now designates the Contractor as the Prime Contractor, and the Contractor now acknowledges and

**REQUEST FOR QUOTATION NO. RFQ PS09033**  
**SUPPLY OF RECORDS STORAGE SERVICES**  
**PART C - SPECIAL CONDITIONS**

---

agrees to its designation as the Prime Contractor, for the purposes of the WorkSafeBC OHS Regulation.

- c) *Prime Contractor's Obligations* - Without in any way limiting the Contractor's obligations under the WorkSafeBC OHS Regulation, and by way of example only, the Contractor will:
- (i) Appoint and provide a qualified coordinator for the purpose of ensuring the coordination of health and safety activities for the Site,
  - (ii) Provide and receive and respond to all information required to be given, received or relayed by the Contractor (both as an employer and as the Prime Contractor) pursuant to the WorkSafeBC OHS Regulation, and
  - (iii) Within five (5) Business Days of the City delivering the Notice of Award to the Contractor, sign and deliver to the City, the "Prime Contractor Agreement" in the form attached
- d) *General WorkSafeBC Obligations* - In addition to, and not in lieu of, the Contractor's obligations as the Prime Contractor, the Contractor will have a safety program acceptable to WorkSafeBC and will ensure that all City and WorkSafeBC safety policies, rules and regulations are observed during performance of this Contract, not only by the Contractor but by all Subcontractors, workers, material suppliers and others engaged in the performance of this Contract.
- e) *Notice of Project* - Prior to commencement of construction, the Contractor will:
- (i) Complete and file a "Notice of Project" with WorkSafeBC in compliance with Section 20.2 of the WorkSafeBC OHS Regulation,
  - (ii) Post the Notice of Project at the Site, and
  - (iii) Provide a copy of the Notice of Project to the City and confirm in writing that the Notice of Project has been posted at the Site.
- 5.2 *Initial Proof of WorkSafeBC Registration/Good Standing* - Within five (5) Business Days of the City delivering the Notice of Award to the Contractor, the Contractor will provide the City with the Contractor's and all Sub-Contractor's WorkSafeBC registration numbers.
- 5.3 *Subsequent Proof of WorkSafeBC Registration/Good Standing* - Within five (5) Business Days of the City delivering the Notice of Award to the Contractor, and concurrently with making any application for payment under this Contract, the Contractor will provide the City with written confirmation that the Contractor and all Sub-Contractors are registered in good standing with WorkSafeBC and that all assessments have been paid to date of the Notice of Award or date of application for payment, as applicable.
- 5.4 *Pre-Contract Hazard Assessment* - The Contractor may or may not have received, as part of the Contract Documents, a "Pre-Contract Hazard Assessment" prepared by or for the City pursuant to the City's statutory obligations under the WorkSafeBC OHS

**REQUEST FOR QUOTATION NO. RFQ PS09033**  
**SUPPLY OF RECORDS STORAGE SERVICES**  
**PART C - SPECIAL CONDITIONS**

---

Regulation (Section 119 of the *WCA*) as an "owner of a workplace". Despite the City's statutory obligations, the Prime Contractor now acknowledges and agrees that the Contractor may not rely on the "Pre-Contract Hazard Assessment" and now agrees to assume by the terms of this Contract full responsibility for carrying out the City's obligations under Section 119 of the *WCA*, including without limitation and by way of example only, conducting all due diligence inquiries of all applicable City staff and departments in order to ascertain what, if any, information is known or has been recorded by City staff about the Site that is necessary to identify and eliminate or control hazards to the health or safety of persons at the Site. The City now agrees to make all reasonable efforts to assist the Contractor in obtaining timely access to City staff and City records for this purpose. Within five (5) Business Days of the City delivering the Notice of Award to the Contractor, the Contractor will start conducting such due diligence inquiries and must complete and deliver written confirmation of the completion of such inquiries to the City Engineer prior to the City being obligated to issue the Notice to Proceed.

- 5.5 *Special Indemnity Against WorkSafeBC Non-Compliance* - The Contractor will 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:
- a) Unpaid WorkSafeBC assessments of the Contractor or any other employer for whom the Contractor is responsible under this Contract,
  - b) The acts or omissions of any person engaged directly or indirectly by the Contractor in the performance of this Contract, or for whom the Contractor is liable pursuant to the Contractor's obligations as the Prime Contractor, and which acts or omissions are or are alleged by WorkSafeBC to constitute a breach of the WorkSafeBC OHS Regulation or other failure to observe safety rules, regulations and practices of WorkSafeBC, including any and all fines and penalties levied by WorkSafeBC, or
  - c) Any breach of the Contractor's obligations under this General Condition.

**6.0 Character of Workers**

- 6.1 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 or Criminal Records Check;
  - 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.

REQUEST FOR QUOTATION NO. RFQ PS09033  
SUPPLY OF RECORDS STORAGE SERVICES  
PART C - SPECIAL CONDITIONS

---

- 6.2 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.

**REQUEST FOR QUOTATION NO. RFQ PS09033  
SUPPLY OF RECORDS STORAGE SERVICES  
PART D - QUOTATION FORM**

---

Bidder's Name: \_\_\_\_\_ "Bidder"

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

E-mail: \_\_\_\_\_ Incorporation Date: \_\_\_\_\_

*Attach additional pages immediately behind this page for sub-contractors, if applicable.*

To the City of Vancouver,

The undersigned Bidder, having carefully read and examined the RFQ including the Instructions to Bidders, General Conditions, Special Conditions, Requirements, Specifications and all addenda and having full knowledge of the Requirements described herein, does offer to provide the goods, materials, equipment and/or services in accordance with the Specifications, terms and conditions set out in the RFQ (except as noted herein) and in accordance with the pricing set out in the Quotation form.

**1.0 Compliance**

1.1 By initialling each item, the Bidder acknowledges it has read and understands the Requirements, has submitted the required addenda, has identified deviations or alternatives, and provided an explanation of where it does not comply with the R

Section Title	Understand, Will Comply	Does Not Comply	Variations, Alternatives or Explanation for Non-Compliance
<u>Part A</u> Instructions to Bidders			
<u>Part B</u> General Conditions			
<u>Part C</u> Special Conditions			
<u>Part D</u> Quotation Form			

\_\_\_\_\_  
Initials of Authorized Signatory

**REQUEST FOR QUOTATION NO. RFQ PS09033  
SUPPLY OF RECORDS STORAGE SERVICES  
PART D - QUOTATION FORM**

---

**2.0 References**

2.1 The following is a list of references for similar goods, materials, equipment and/or services supplied by the Bidder to other clients. The Bidder agrees that the City may contact these references at its discretion. In addition, the City may also contact any other organization for the purposes of evaluating the Bidder's company and Quotation.

Name and Address of Company	Contact Name and Telephone Number	Brief Description of Work and Date Performed

---

\_\_\_\_\_  
Initials of Authorized Signatory

REQUEST FOR QUOTATION NO. RFQ PS09033  
 SUPPLY OF RECORDS STORAGE SERVICES  
 PART D - QUOTATION FORM

---

3.0 Schedule of Quantities and Prices

Item	Qty.	Description	Unit Price
1	Per cubic foot	Storage per volume	\$ _____/cf
1	box	Storage Carbons  Please indicate sizes and prices available	\$ _____ / box
1	box	Storage Services:  New Deposits/Payment Withdrawals  Retrieval/Refile/Interfile  Destruction including retrieval and secure shredding	\$ _____/box  \$ _____/box  \$ _____/box  \$ _____/box

---

Initials of Authorized Signatory

**REQUEST FOR QUOTATION NO. RFQ PS09033  
SUPPLY OF RECORDS STORAGE SERVICES  
PART D - QUOTATION FORM**

---

**1.0 Scope of Work**

- 1.1 The scope of work shall include but not necessarily be limited to the relocation and provision of safe, secure, environmentally controlled storage (ISO Standards) of the City's documents, including paper in file folders and binders, rolled drawings, microfilm and microfiche, magnetic and other media, and the retrieval and delivery of files upon request to specific sites, as more specifically described herein.
- 1.2 For the purpose of this document the use of the word container refers to folders, boxes, rolled drawings, or any other media stored in a City authorized storage box.

**2.0 Inventory**

- 2.1 Record types by status with approximated quantities and housing requirements areas is as follows:

	Paper (boxes)	Special Media
Semi-active	1.2 Cf boxes  22509 boxes <i>regular storage</i>	100 linear feet

- 2.2 An approximation level of activities by function is as follows:

Function	Level of Activity	Year	Three -Year Average	Notes
Transfers In (Boxes)	2935 2153 2446	2008 2007 2006	2511	3 month strike in 2008
Shredding/ Permanent Withdrawals (Boxes only)	2526 58 (P/W) no dest 839	2008 2007 2006	1141	Nothing shredded in 2007. 3 month strike in 2008
Requests for records (Containers)	4634 4455 5318	2008 2007 2006	4802	3 month strike in 2008
Refiles (Containers)	3498 3683 4465	2008 2007 2006	3882	3 month strike in 2008
Interfiles (Containers)	150 279 294	2008 2007 2006	241	3 month strike in 2008

---

Initials of Authorized Signatory



**REQUEST FOR QUOTATION NO. RFQ PS09033  
SUPPLY OF RECORDS STORAGE SERVICES  
PART D - QUOTATION FORM**

---

**3.0 Initial Data Entry**

3.1 Records index information as it pertains to the extent of the City's records holdings that will be managed by the Contractor must be shared between the City and the Contractor to commence the provision of contracted services.

3.1 Mandatory Requirements:

- a) The migration of records inventory information from the City's electronic records management system(HP TRIM - VanDocs) to the Contractor's electronic management system is the responsibility of the Contractor, albeit with the cooperation of the City's Records & Information Management section.
- b) The assignment of tracking data (unique box numbers and barcodes) by the Contractor shall be reported to the City in such a manner as to be easily incorporated into the City's electronic records management system prior to the move.
- c) The Contractor shall be responsible for the provision of item-specific bar code labels for all items to be moved at least one week prior to commencement of the move.

**4.0 Initial Records Relocation**

The Contractor shall relocate all boxes and associated miscellaneous items from the City's current storage vendor to the Contractor's storage facilities.

Mandatory Requirements:

- a) The physical relocation of the holdings should occur within less than 14 consecutive days. A shorter period of time for relocation is desirable.
- b) Accession logs shall be reported to the City on a daily basis during physical relocation to the Records Centre.
- c) A complete inventory report (in both paper and electronic tab delimited ASCII text file format) shall be provided at the conclusion of physical relocation for the purposes of reconciliation.

Optional Requirements:

- d) All containers that need to be palletized shall be palletized by the Contractor at their sites prior to the move.

---

\_\_\_\_\_  
Initials of Authorized Signatory

**REQUEST FOR QUOTATION NO. RFQ PS09033**  
**SUPPLY OF RECORDS STORAGE SERVICES**  
**PART D - QUOTATION FORM**

---

**5.0 Record Storage**

5.1 The Contractor shall provide safe, secure, environmentally controlled storage facilities for paper documents, rolled drawings, roll microfilm and microfiche, magnetic media, and any other media, an approximate inventory of which is included in Section 2.0. Environmental controls should conform to ISO standards.

5.2 Mandatory Requirements:

- a) All containers shall be stored within a facility approved by the City, and no relocation of records to another facility shall be undertaken without express written approval from the City.
- b) All records designated as "Sensitive" shall be stored in a distributed manner throughout the storage facility - avoiding groupings of classified containers - and such containers will bear no external markings indicating Sensitive status.

**6.0 Retrievals**

6.1 The Contractor shall respond to requests from City staff to provide specific materials, and deliver requested containers to the City as determined by the service level to specified locations. All such requests will be coordinated through an authorized representative of the City Clerk's Department, Records & Information Management Division.

6.2 Mandatory Requirements

Service option:

- a) Routine: Delivery between 8 AM to 4:00 PM Monday through Friday. Requests made before 11 AM are to be delivered the same business day. Requests made after 11 AM may be delivered the next business day but no later than 24 hours from the requested time.
- b) Emergency (Rush): Delivery between 8 AM to 4:00 PM any business day and anytime on weekends or holidays within two (2) hours of the time of request. Emergency requests require verification of authorization from the Corporate Records Centre.
- c) Regular delivery and pick-up locations to include: Van City Building (515 West 10<sup>th</sup>), Professional Standards Building (525 West 10<sup>th</sup> Avenue), Vancouver City Hall (453 W 12<sup>th</sup> Avenue), Vancouver City Hall, East Wing (2675 Yukon Street ), Policy station (312 Main Street), Police Station (2120 Cambie Street) and City of Vancouver Archives (1150 Chestnut Street ).
- d) Other delivery and pick-up locations will be specified by the City at the time of request.
- e) Optional Requirements:

---

Initials of Authorized Signatory

**REQUEST FOR QUOTATION NO. RFQ PS09033**  
**SUPPLY OF RECORDS STORAGE SERVICES**  
**PART D - QUOTATION FORM**

---

- (i) Alternative service options: Contractor to describe.

**7.0 On-site Retrieval**

7.1 The Contractor shall respond to requests from City to provide specific files for on-site inspection, and will make available (and return to storage) the requested files in a viewing area within the Contractor's facility.

7.2 Mandatory Requirements:

- a) On-site viewing will include private and secure rooms upon request.
- b) On-site viewing will include access to photocopy and telecommunications equipment upon request.

**8.0 Re-files**

8.1 The Contractor shall respond to requests from City staff to re-file previously retrieved materials and containers, and pick-up and re-file returning materials and containers within a day from specified locations.

8.2 Mandatory Requirements

- a) Contractor shall provide file-bar code labels in advance of transfer for all re-files not included in original move to Contractor's facilities.

**9.0 Interfiles**

9.1 The Contractor shall respond to requests from City staff to interfile new files into existing containers, and pickup and interfile these files within a set time span from specified locations.

**10.0 Reactivated Materials or Containers (Permanent Withdrawals)**

10.1 The Contractor shall respond to requests from City staff to reactivate specific materials or containers, and deliver requested materials or containers to the City within a set time span to specified locations. The Contractor shall also withdraw any containers, cartons, or any storage container, when the reactivated materials are equivalent to the entire contents of the storage container.

10.2 Mandatory Requirements

- a) A paper reactivation receipt (file out card) must be placed by Contractor into all containers from which reactivated files are removed, indicating file reactivation (delocation) date and requestor.
- b) A permanent withdrawal will not incur additional charges other than the regular retrieval charge.

---

\_\_\_\_\_  
Initials of Authorized Signatory

**REQUEST FOR QUOTATION NO. RFQ PS09033**  
**SUPPLY OF RECORDS STORAGE SERVICES**  
**PART D - QUOTATION FORM**

---

**11.0 Repack Requirements/Provisions**

The contractor will notify the City prior to any repacking of any substandard containers. The definition of Substandard will be mutually agreed by the parties.

The City will not pay any repackaging charges for containers that no notice has been received.

**12.0 Transfers to the Contractor's Facility**

The Contractor shall respond to requests from City staff to transfer new holdings (containers, etc.) to the contractor's facility, and pick-up these transfers within 48 hrs from specified locations. The Contractor shall also index transferred files within 48 hours.

**12.1 Mandatory Requirements:**

- a) The Contractor shall provide bar codes in advance of the transfer.

**13.0 Disposition**

**13.1** The Contractor shall respond to requests from City staff to dispose of specific containers, and will undertake disposition activities in accordance with agreed-upon procedures, or will cooperate with third parties to ensure that disposition proceeds correctly. Three types of disposition will be required based on the file's retention schedule.

- a) Witnessed Shredding
- b) Secured on or off site Shredding

**13.2** Additionally the following two other actions will relate to disposition:

- a) Reactivation (Delocation) - see Section 10.0
- b) Re-scheduling (or, in some cases, postponed disposition or legal holds)

**13.3** The Contractor shall also withdraw disposed containers and/or update tracking information within a week.

**13.4 Optional Requirements:**

- a) **Shredding:** The Contractor shall provide facilities to accurately assess quantities of materials to be shredded (for invoicing purposes) and to shred those materials beyond practicable reconstruction in a secure facility under the supervision of a certified representative of the City. The Contractor shall provide an authentic certificate of disposition (shredding).
- b) **Transfer to Archives:** The Contractor shall provide facilities to accurately assess quantities of materials to be transferred to Archives (for invoicing purposes) and transport said materials to Archives. Contractor shall provide an authentic certificate of disposition (transfer to Archives), and provide at least 24 hours of notice prior to delivery to Archives.

---

\_\_\_\_\_  
Initials of Authorized Signatory

**REQUEST FOR QUOTATION NO. RFQ PS09033**  
**SUPPLY OF RECORDS STORAGE SERVICES**  
**PART D - QUOTATION FORM**

---

- c) Re-scheduling: The Contractor shall provide the means to postpone until further notification the date of disposition, and/or shall revise in all instances the date of disposition associated with given holdings within its management systems, as requested.

**14 Inventory Tracking and Reporting**

14.1 The Contractor shall maintain an accurate, reliable computer-based inventory and tracking system capable of documenting all attribute and activity data related to the City's records.

14.2 Mandatory Requirements:

- a) At a minimum, the inventory tracking system shall identify customer container number, departmental affiliation, Contractor's bar code and tracking number, specific storage location, container description, container contents (if available), date sent to storage, container size, and status (checked in/checked out) for each storage container.
- b) The inventory tracking process shall include appropriate logs and receipts for pickup and delivery of individual boxes/containers for verification, invoicing and audit purposes.
- c) This Contractor shall accept new data from City in both paper and electronic tab delimited ASCII text file format.
- d) The Contractor shall provide reports on an as-requested basis consisting of any and all information related to the storage of the City's records within the Contractor's systems.
- e) The Contractor shall provide monthly reports to City regarding the total inventory, and all account activity as per departmental affiliation, including quantities of transfers in, dispositions by type, refiles, interfiles, and reactivations, and problem tickets, including problem status. Report period to be identical with invoicing period.
- f) Contractor shall update all reportable actions within 24 hours of execution.
- g) Contractor shall only provide this information to an authorized list of users provided by the City.

14.3 Optional Requirements:

- a) This system shall report new data to the City in an electronic tab delimited ASCII text file format capable of being seamlessly imported to the City's electronic records management system.
- b) The Contractor shall provide a system that allows City staff to undertake records management functions over the Internet such as inventory and activity reports.

---

\_\_\_\_\_  
Initials of Authorized Signatory

**REQUEST FOR QUOTATION NO. RFQ PS09033**  
**SUPPLY OF RECORDS STORAGE SERVICES**  
**PART D - QUOTATION FORM**

---

**15.0 Transportation Services**

- 15.1 The Contractor shall provide reliable vehicles for transportation of City's records from the Records Centre. Appropriate heating, air conditioning, and humidity control shall be required. Security features should include reliable door locks, internal secured area such as a metal cage, security glass, anti-theft alarms, etc.
- 15.2 Vancouver Police Department requirements for box delivery - Delivery to several satellite offices of the Vancouver Police Department shall only be delivered by the Contractor's staff. No couriers can be used, even for Emergency/Rush service unless the City gives written approval to do so. When courier delivery has been approved by the City, the Contractor must not allow delivery by a Courier in an unsecured vehicle under any circumstances.
- 15.3 Delivery includes the transportation of containers to a specific site within a facility.

**16.0 Contractor's Staff**

- 16.1 The Contractor shall employ professional, bonded, uniformed, trained staff with Contractor issued identification for transporting and handling City's corporate records.
- 16.2 All of the Contractor's staff handling the City's records shall be subject to Police background checks at the Contractor's expense as well as any additional security requirements mandated by the Vancouver Police Department.
  - a) Delivery to the Vancouver Police Department must be preceded by phone contact with Vancouver Police Department staff 5 minutes prior to delivery.
  - b) Only 3 individuals (pre-approved by the Vancouver Police Department through Police background checks) identified by the contractor will be authorized to transport VPD records.
  - c) Contractor staff must be able to provide identification on request.

**17.0 Timeliness of Work**

- 17.1 The Contractor shall be prompt and punctual in the provision of all services, and shall observe time limits for the execution of work, specifically:
  - a) the time limits as described in Section 6.0 - Retrievals
  - b) times and dates for all other functions as arranged with City staff
  - c) the updating of all reportable activity to the Contractor's database within 24 hours
  - d) requests for earlier delivery times owing to alternate hours of work for some City facilities be accommodated at no extra cost.

---

\_\_\_\_\_  
Initials of Authorized Signatory

**REQUEST FOR QUOTATION NO. RFQ PS09033**  
**SUPPLY OF RECORDS STORAGE SERVICES**  
**PART D - QUOTATION FORM**

---

**18.0 Lost Files**

18.1 Any record not located and delivered within the expected time line by the Contractor will be considered a lost file by the City. The Proponent shall provide policies and procedures to be followed should a container not be located and delivered on time. These must include, but are not limited to, notifications, locations procedures, escalation procedures, time lines, status updates to the City, etc.

**19.0 Account Representative**

19.1 Contractor shall appoint a City Account Representative as a single point of contact for the City to ensure a high level of service and responsiveness to the City's needs. A Vancouver-based account representative with a local telephone number/pager is required. A designate for the City Account Representative must be available.

**20.0 Facility**

20.1 The Contractor's facility shall provide a level of protection, consistent with industry standards for this type of service. These standards include but are not limited to environmental controls, pest control, controlled/limited access, intrusion detection/alarms, and fire protection. A separate vault storage area is required for film and magnetic media unless the entire facility meets the environmental requirements for these media. Humidity and temperature logs shall be available upon request. Video surveillance at points of entry is desirable.

**21.0 Data Usage Rights and Ownership**

21.1 All data provided by the City to the Contractor for the purposes of managing city records is the property of the City.

21.2 Any data created by the Contractor for the purpose of managing the records on the City's behalf is the property of the City.

21.3 All data created for and used by the Contractor's systems for managing the City's records may not be shared with any other party except with the express permission of the City.

21.4 All data provided and created for use by the Contractor's systems for managing the City's records will be provided to the City in such a form as to be objectively understood (that is, provided with adequate explanatory context, such as fully annotated Entity-Relationship diagrams) within a reasonable period of time subsequent to the City's request, and also according to an agreed upon schedule.

21.5 All data provided and created for use by the Contractor's systems for managing the City's records will be stored in Canada and not be subject to the US PATRIOT Act (2001).

---

\_\_\_\_\_  
Initials of Authorized Signatory

REQUEST FOR QUOTATION NO. RFQ PS09033  
SUPPLY OF RECORDS STORAGE SERVICES  
PART D - QUOTATION FORM

---

21.6 In the case of unilateral cancellation and in the case of relocation at the conclusion of contracted services all data provided to and created for use by the Vendor's systems for managing the City's records will be destroyed subsequent to verification and quality assurance procedures.

**DEVIATIONS:**

---

---

---

---

---

---

---

---

---

---

---

Initials of Authorized Signatory



**REQUEST FOR QUOTATION NO. RFQ PS09033  
SUPPLY OF RECORDS STORAGE SERVICES  
PART D - QUOTATION FORM**

---

**5.0 Bidder's Declaration**

The undersigned Bidder confirms that it has read and agreed to the conditions stated in the RFQ and that any deviations have been clearly noted herein.

The Bidder agrees that if this Quotation is accepted within ninety (90) calendar days from the Closing Time, the undersigned Bidder agrees to supply the City of Vancouver with all or any part of the items upon which prices are stated, at the price set opposite each item and to deliver the same at the designated point or points within the time specified, and in accordance with the Terms and Conditions set forth in the Quotation.

<hr/>	<hr/>
Authorized Signatory for the Bidder	Date
<hr/>	
Name and Title ( <i>please print</i> )	

To be Initialed at Quotation Opening:

\_\_\_\_\_  
Manager, Supply Management or designate

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Initials of Authorized Signatory



**CERTIFICATE OF EXISTING INSURANCE  
TO BE COMPLETED AND SUBMITTED ALONG WITH  
PROPOSAL/TENDER**

Section 2 through 8 – to be completed by the Insurer or its Authorized Representative

1. **THIS CERTIFICATE IS ISSUED TO:** City of Vancouver, 453 W 12<sup>th</sup> Avenue, Vancouver, BC, V5Y 1V4  
*And certifies that the insurance policy (policies) as listed herein has been issued to the Named Insured and is in full force and effect as of the effective date of the agreement described below.*

**NAMED INSURED** *(must be the same name as the proponent/bidder and is either an individual or a legally incorporated company)*

**BUSINESS TRADE NAME or DBA DOING BUSINESS AS**

**BUSINESS ADDRESS**

**DESCRIPTION OF OPERATION**

3. **PROPERTY INSURANCE (All Risks Coverage including Earthquake and Flood)**

INSURER _____	<b>Insured Values (Replacement Cost) -</b>	
TYPE OF COVERAGE _____	Building and Tenants Improvement	\$ _____
POLICY NUMBER _____	Contents and Equipment	\$ _____
POLICY PERIOD From _____ to _____	Deductible Per Loss	\$ _____

4. **COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)**

Including the following extensions:	INSURER _____	
√ Personal Injury	POLICY NUMBER _____	
√ Property Damage including Loss of Use	POLICY PERIOD From _____ to _____	
√ Products and Completed Operations	<b>Limits of Liability (Bodily Injury and Property Damage Inclusive) -</b>	
√ Cross Liability or Severability of Interest	Per Occurrence	\$ _____
√ Employees as Additional Insureds	Aggregate	\$ _____
√ Blanket Contractual Liability	All Risk Tenant's Legal Liability	\$ _____
√ Non-Owned Auto Liability	Deductible Per Occurrence	\$ _____

5. **AUTOMOBILE LIABILITY INSURANCE** for operation of owned and/or leased vehicles

INSURER _____	<b>Limits of Liability -</b>	
POLICY NUMBER _____	Combined Single Limit	\$ _____
POLICY PERIOD From _____ to _____	<i>If vehicles are insured by ICBC, complete and provide Form APV-47.</i>	

6.  **UMBRELLA OR**  **EXCESS LIABILITY INSURANCE** **Limits of Liability (Bodily Injury and Property Damage Inclusive) -**

INSURER _____	Per Occurrence	\$ _____
POLICY NUMBER _____	Aggregate	\$ _____
POLICY PERIOD From _____ to _____	Self-Insured Retention	\$ _____

7. **PROFESSIONAL LIABILITY INSURANCE**

INSURER _____	<b>Limits of Liability</b>	
POLICY NUMBER _____	Per Occurrence/Claim	\$ _____
POLICY PERIOD From _____ to _____	Aggregate	\$ _____
	Deductible Per Occurrence/Claim	\$ _____

*If the policy is in a "Claims Made Form", please specify the applicable Retroactive Date: \_\_\_\_\_*

8. **OTHER INSURANCE**

TYPE OF INSURANCE _____	<b>Limits of Liability</b>	
INSURER _____	Per Occurrence	\$ _____
POLICY NUMBER _____	Aggregate	\$ _____
POLICY PERIOD From _____ to _____	Deductible Per Loss	\$ _____
TYPE OF INSURANCE _____	<b>Limits of Liability</b>	
INSURER _____	Per Occurrence	\$ _____
POLICY NUMBER _____	Aggregate	\$ _____
POLICY PERIOD From _____ to _____	Deductible Per Loss	\$ _____

**SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE**

\_\_\_\_\_  
 PRINT NAME OF INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER



**CERTIFICATE OF INSURANCE**

Section 8 b) – to be completed by City staff. Select # of days Written Notice is required.  
 Section 2 through 7 – to be completed by the Insurer or its Authorized Representative

1. **THIS CERTIFICATE IS ISSUED TO:** City of Vancouver, 453 W 12<sup>th</sup> Avenue, Vancouver, BC, V5Y 1V4  
*And certifies that the insurance policies as listed herein have been issued to the Named Insured(s) and are in full force and effect as of the effective date of the agreement described below.*
2. **NAMED INSURED:** *(must be the same name as the Permittee/Licensee or Party(ies) to Contract and is either an individual or a legally incorporated company)*

**MAILING ADDRESS:**

**LOCATION ADDRESS:**

**DESCRIPTION OF OPERATION, CONTRACT, AGREEMENT, LEASE, PERMIT OR LICENSE:**

3. **PROPERTY INSURANCE** naming the City of Vancouver as a Named Insured and/or Loss Payee with respect to its interests  
 (All Risks Coverage including Earthquake and Flood) **INSURED VALUES: (Replacement Cost)**
- |                                    |  |
|------------------------------------|--|
| INSURER: _____                     | Building and Tenants Improvement: \$ _____ |
| TYPE OF COVERAGE: _____            | Contents and Equipment: \$ _____           |
| POLICY NUMBER: _____               | Deductible Per Loss: \$ _____              |
| POLICY PERIOD: From _____ to _____ |  |

4. **COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)**  
 Including the following extensions: **LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)**
- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Personal Injury                             | Per Occurrence: \$ _____                    |
| <input checked="" type="checkbox"/> Products and Completed Operations           | Aggregate: \$ _____                         |
| <input checked="" type="checkbox"/> Cross Liability or Severability of Interest | All Risk Tenant's Legal Liability: \$ _____ |
| <input checked="" type="checkbox"/> Employees as Additional Insureds            | Deductible Per Occurrence: \$ _____         |
| <input checked="" type="checkbox"/> Blanket Contractual Liability               |   |
| <input checked="" type="checkbox"/> Non-Owned Auto Liability                    |   |
| INSURER: _____  |   |
| POLICY NUMBER: _____  |   |
| POLICY PERIOD: From _____ to _____  |   |

5. **AUTOMOBILE LIABILITY INSURANCE** for operation of owned and/or leased vehicles
- |                                    |   |
|------------------------------------|---|
| INSURER: _____                     | <b>LIMITS OF LIABILITY:</b>   |
| POLICY NUMBER: _____               | Combined Single Limit: \$ _____   |
| POLICY PERIOD: From _____ to _____ | <i>If vehicles are insured by ICBC, complete and provide Form APV-47.</i> |

6.  **UMBRELLA OR**  **EXCESS LIABILITY INSURANCE** **LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)**
- |                                    |                                  |
|------------------------------------|----------------------------------|
| INSURER: _____                     | Per Occurrence: \$ _____         |
| POLICY NUMBER: _____               | Aggregate: \$ _____              |
| POLICY PERIOD: From _____ to _____ | Self-Insured Retention: \$ _____ |

7. **OTHER INSURANCE** (e.g. Boiler & Machinery, Business Interruption, Crime, etc.) – Please specify Name of Insurer(s), Policy Number, Policy Period, and Limit

8. **POLICY PROVISIONS:**  
*Where required by the governing contract, agreement, lease, permit or license, it is understood and agreed that:*
- a) *The City of Vancouver, its officials, officers, employees, servants and agents have been added as Additional Insureds with respect to liability arising out of the operation of the Named Insured pursuant to the governing contract, agreement, lease, permit or license;*
  - b) *SIXTY (60) days written notice of cancellation or material change resulting in reduction of coverage with respect to any of the policies listed herein, either in part or in whole, will be given by the Insurer(s) to the Holder of this Certificate; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply;*
  - c) *The insurance policy (policies) listed herein shall be primary with respect to all claims arising out of the operation of the Named Insured. Any insurance or self-insurance maintained by the City of Vancouver shall be in excess of this insurance and shall not contribute to it.*

**SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE**

\_\_\_\_\_  
**PRINT NAME OF INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER**

Dated: \_\_\_\_\_

## Definitions

- (a) "Owners" means City of Vancouver
- (b) "Prime Contractor" means a Contractor designated by the Owner (City) to be the Prime Contractor on a project with respect to occupational health and safety **ONLY**.

## 2.0 Responsibilities

### Proof of Qualification to act as Prime Contractor.

- a) Contractor is to provide a copy of their WorkSafeBC "Clearance Letter", a signed copy of this Prime Contractor Agreement and all other documents requested by the City Engineer.
- b) The Prime Contractor is to notify the City of any changes of status with the WorkSafeBC during the course of the Contract.

After the Prime Contractor has been designated and before work has commenced, the Prime Contractor shall:

- c) Ensure the health and safety of the workers on the project.
- d) Inform all other employers for the project that they are the Prime Contractor.

### Coordinate all occupational health and safety activities for the project.

- e) Do everything practicable to establish and maintain a system or process to ensure all employers at the workplace comply with the *Workers Compensation Act*, and the *WorkSafeBC OHS Regulation*.
- f) Review and complete a "Pre-Job Meeting Form" if the City Engineer requests.
- g) For construction projects, post the Notice of Project on the Work Site and to WorkSafeBC.

See *WorkSafeBC OHS Regulation 20.2* for the general requirements of a Notice of Project.

- h) On a Work Site, where workers of 2 or more employers are working at the same time and the combined workforce is greater than 5, identify and designate a Qualified Coordinator to coordinate health and safety activities.
- i) On a Work Site, provide the information listed in *WorkSafeBC OHS Regulation 20.3(4)*.

### Prime Contractor's Qualified Coordinator (Construction Only)

- j) Duties of the Qualified Coordinator are listed in *WorkSafeBC OHS Regulation Clause 20.3(3)* or page 13 of the City's Multiple Employer Workplace / Contractor Coordination Program (2003).

## 3.0 Designation

By signing this Prime Contractor Agreement, the Contractor accepts all responsibilities of a Prime Contractor as outlined in the City's Contractor Coordination Program (2003), *Part III* of the *Workers Compensation Act*, and *WorkSafeBC OHS Regulation*.

As a Contractor signing this Prime Contractor agreement with the City, you are agreeing that your company, management staff, supervisory staff and workers will comply with *WorkSafeBC Occupational Health and Safety Regulation* and *Part III of the Workers Compensation Act*.

Any WorkSafeBC violation by the Prime Contractor may be considered a breach of your Contract with the City resulting in possible termination or suspension of the Contract and/or any other actions deemed appropriate at the discretion of the City.

Any penalties, sanctions or additional costs levied against the City, as a result of the actions of the Prime Contractor are the sole responsibility of the Prime Contractor, as set out in the Contract.

I, the undersigned, acknowledge that I have read and understand the information above. By signing this Prime Contract Agreement, I agree as a representative of the Contractor for this Contract.

Contractor to accept all responsibilities of the Prime

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

Contract # \_\_\_\_\_

Name of Contractor \_\_\_\_\_

Qualified Coordinator's Name: \_\_\_\_\_

(Construction Only)

Name/Signature of Authorized Representative/ Signatory of Prime \_\_\_\_\_

PRINT NAME and SIGN