



# **CITY OF VANCOUVER**

## **REQUEST FOR QUOTATION RFQ05050**

### **SUPPLY AND DELIVERY OF FOURTEEN (14) 2006 HARLEY-DAVIDSON FLHPI POLICE MOTORCYCLES**

**Quotations will be received in the Courier Delivery Drop-Off Office, 1<sup>st</sup> Floor, Vancouver City Hall, 453 West 12<sup>th</sup> Avenue, Vancouver, British Columbia, Canada, V5Y 1V4 up to the Closing Time: 11:00:00 A.M. City Hall Clock Time (as defined in Note 2 below), TUESDAY AUGUST 2, 2005.**

#### **NOTES:**

1. Quotations shall be in a sealed envelope or package marked with the Bidder's Name, the RFQ Title and Number.
2. The Closing Time will be conclusively deemed to be the time shown on the clock used by the City for this purpose.
3. DO NOT SUBMIT BY FAX.

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

**Pam Kemp,  
Buyer,**

**FAX: 604-873-7057 E-MAIL: [purchasing@vancouver.ca](mailto:purchasing@vancouver.ca)**

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**PART A – INSTRUCTIONS**

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**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 of fourteen (14) 2006 Harley-Davidson FLHPI police motorcycles, as set out herein for the City of Vancouver.

**2.0 Contract Term - Intentionally omitted**

**3.0 Pricing**

3.1 Pricing shall be held firm one hundred and five (105) days.

3.2 Prices quoted will be 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 – Intentionally omitted**

**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 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 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.

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- 6.5 Amendments to a Quotation may be submitted if delivered in writing prior to the Closing Time in a sealed envelope or package, marked with the Bidder's name and the RFQ title and number.
- 6.6 Quotations may be withdrawn by written notice only, provided such notice is received at the Purchasing Services office prior to Closing Time.
- 6.7 All costs associated with the preparation and submission of the Quotation, including any costs incurred by the Bidder after the Closing Time, will be borne solely by the Bidder.
- 6.8 By submitting a Quotation, the Bidder acknowledges and agrees that the City will not be responsible for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by the Bidder as a result of or arising out of submitting a Quotation for the proposed Contract, or due to the City's acceptance or non-acceptance of their Quotation or any breach by the City of the bid contract between the City and each of the Bidders or arising out of any contract award not made in accordance with the express or implied terms of the Quotation documents.

**7.0 Conflict of Interest**

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

**8.0 Evaluation of Quotations**

- 8.1 Quotations will be evaluated on the basis of the overall best value to City based on quality, service, price and any other criteria set out herein including, but not limited to:
  - a) the Bidder's ability to meet the Requirements, qualifications and competencies set out herein;
  - b) financial offer including but not limited to prices, operating and maintenance costs, warranty, and any life cycle considerations;
  - c) the Bidder's business and technical reputation and capabilities; experience and where applicable, the experience of its personnel; financial stability; track record; and references of current and former customers;
  - d) equipment quality, configuration, age and condition; and
  - e) any other criteria set out in the RFQ.
- 8.2 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 and/or supplying additional technical literature. Samples, 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.

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- 8.4 The City may, prior to Contract award, negotiate changes to the scope of the work, the materials, the Requirements 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 All sub-contractors of the Bidder will be subject to the same evaluation process. It is the responsibility of the Bidder to guarantee that all its sub-contractors will comply with all the Requirements and terms and conditions set out herein.
- 8.6 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 Requirement between one or more Bidders.
- 9.2 All Quotations shall be irrevocable and remain open for acceptance for at least one hundred and five (105) 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 determine 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 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 because they have not complied with the process for submission set out herein.

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**10.0 Award of Contract**

- 10.1 The City will notify the successful Bidder(s) in writing that it has been awarded the Contract.
- 10.2 The purchase order terms and conditions will apply unless otherwise agreed in writing by the City.
- 10.3 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 (which may be downloaded from [www.city.vancouver.bc.ca/bid/](http://www.city.vancouver.bc.ca/bid/));
  - b) Any mutually agreed to amendments between the Bidder and the City;
  - c) The Quotation; and
  - d) The RFQ and any subsequent addenda.
- 10.4 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, the successful Bidder is required to have a valid City of Vancouver business license prior to Contract execution.
- 10.5 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.

**12.0 Brand Names – No Substitute**

**13.0 Alternates and/or Variations to Requirements – Intentionally omitted**

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

- 14.1 The City is subject to the Province of British Columbia Freedom of Information and Protection of Privacy Act.

**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.

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**16.0 Special Conditions**

- 16.1 Where Special Conditions are attached herein and there is a conflict, the Special Conditions shall take precedence over the Instructions to Bidders and General Conditions set out in this RFQ.



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**1.0 Definitions**

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

“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 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 Quotation;

“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;

“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 therefor in force from time-to-time;

“PST” means British Columbia provincial sales tax and any successor tax or levies therefor 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 service must meet and the Contractor must provide;

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“Security Clearance” means the security clearance required of the City from time to time for personnel being allowed access to any City Work Site;

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

“Work Site” means the site where the services are being performed.

“WCB OH&S 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.

**2.0 Sub-contractors**

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

2.2 The Contractor shall be held as fully responsible to the City for the acts and omissions of its sub-contractors and of persons directly or indirectly employed by the Contractor, as for the acts and omissions of persons directly employed by it.

2.3 The Contractor agrees to ensure performance by every sub-contractor with the terms and requirements of the Contract Documents.

2.4 No sub-contractors will be permitted except those expressly named by the Contractor in Section 6.1 of Part D – quotation form or subsequently permitted in writing by the City pursuant to Section 4.1 of these General Conditions.

**3.0 Independent Contractor**

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

**4.0 Assignment**

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

4.2 Despite Section 4.1, the Contractor may utilize those sub-contractors expressly named in 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.

**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,

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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.

**9.0 Warranty**

- 9.1 The Contractor warrants that the services supplied by the Contractor to the City will be in full conformity with the Requirements set out herein.
- 9.2 At a minimum, a one (1) year parts and labour warranty shall be provided on all goods and/or services provided under the Contract.
- 9.3 The Contractor warrants that its employees have the qualifications, experience, knowledge, skills and abilities necessary for the fulfillment of the Contracts.

**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,

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or agents or persons from whom the Contractor has assumed responsibility in the performance or purported performance.

- 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 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 services and/or goods 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.
- 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 services and/or goods and the Contractor shall be liable to the City for any excess costs for such similar services and/or goods. 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.

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**12.0 Payments**

- 12.1 The Contractor shall be paid net 30 days from receipt of invoice and acceptance of the services and/or goods, whichever is the later, unless alternate payment terms have been agreed to between the Contractor and the City.
- 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 services 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 services.

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**PART C – SPECIAL CONDITIONS**

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**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:
- Availability of parts;
  - Delivery.

**2.0 Insurance Requirements**

- 2.1 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.
- 2.2 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.
- 2.3 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.
- 2.4 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.
- 2.5 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.
- 2.6 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.
- 2.7 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.
- 2.8 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.

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- 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 five million dollars (\$5,000,000.) 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;
- 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 five million dollars (\$5,000,000.) per occurrence. The deductible per occurrence shall not exceed two thousand five hundred dollars (\$2,500).

### **3.0 Workers' Compensation Board Compliance**

- 3.1 Prior to commencing any services on the City's site, the Contractor must provide evidence that it is in good standing with the Workers' Compensation Board of British Columbia ("WCB"). The Contractor is responsible for having the site secured in accordance with WCB safety regulations and ensure that no danger shall befall the public at any time during the performance of the Services.

- (a) **Payment of WCB 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 Workers' Compensation Board 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 agrees to its designation as the Prime Contractor, for the purposes of the WCB OH&S Regulation.

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- (c) **Prime Contractor's Obligations** - Without in any way limiting the Contractor's obligations under the WCB OH&S 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 WCB OH&S 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 WCB 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 the Workers' Compensation Board and will ensure that all City and Workers' Compensation Board 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 the Workers' Compensation Board in compliance with Section 20.2 of the WCB OH&S Regulation,
  - (ii) post the Notice of Project at the Site, and
  - (iii) will 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.
- (f) **Initial Proof of WCB 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 Workers' Compensation Board registration numbers.
- (g) **Subsequent Proof of WCB 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 the Workers' Compensation Board and that all assessments have been paid to date of the Notice of Award or date of application for payment, as applicable.
- (h) **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 WCB OH&S 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



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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.

- (i) **Special Indemnity Against WCB 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
- (i) unpaid Workers' Compensation Board assessments of the Contractor or any other employer for whom the Contractor is responsible under this Contract,
  - (ii) 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 the Workers' Compensation Board to constitute a breach of the WCB OH&S Regulation or other failure to observe safety rules, regulations and practices of Workers' Compensation Board, including any and all fines and penalties levied by the Workers' Compensation Board, or
  - (iii) any breach of the Contractor's obligations under this General Condition.

**4.0 Character of Workers**

- 4.1 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.
- 4.2 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.

**5.0 Commencement of Warranty Period**

- 5.1 The warranty period shall commence at the time the City puts the equipment (the "Unit") into service.

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- 5.2 The City will notify the Contractor the date the Unit goes into service.
- 5.3 The warranty should be made out to the City of Vancouver, 250 West 70<sup>th</sup> Avenue, Vancouver, B.C., V5X 2X1.

**6.0 Required Documentation**

- 6.1 The following documentation shall accompany each Unit at time of delivery. Failure to include all or some of the listed documents will delay the City's acceptance of the Unit:
- a) Copy of City's invoice;
  - b) British Columbia Motor Vehicle Branch form APV/9T – transfer tax form statement of vehicle origin or equivalent document from originating jurisdiction;
  - c) Customs documentation, if applicable;
  - d) Owner service policy and warranty;
  - e) Warranty documents for installed accessories;
  - f) Line sheet of motorcycle.
- 6.2 The City of Vancouver address shown on the documentation should read the same as the delivery address set out on the purchase order.

**7.0 Trade-ins**

- 7.1 Bidders may offer trade-in allowance for fourteen (14) 2000 Harley Davidson Motorcycles, however this is not a mandatory condition of this RFQ. The City reserves the right to dispose of the surplus motorcycles by other methods, such as public auction or surplus offer or a combination of methods that will result in best value to the City.