



REQUEST FOR QUOTATION RFQ PS07101

REMOVAL AND INSTALLATION OF PUMPS AT THE THORNTON PARK PUMPING  
STATION

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 prior to 3:00:00 P.M. City Hall Clock Time (as defined in Note 2 below) on Tuesday, January 22, 2008 (the "Closing Time") and registered 11:00:00 A.M. Wednesday, January 23, 2007.

**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:

Harinder Kainth,  
Buyer,

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

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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 removal and installation of pumps at the Thornton Park Pumping Station as set out herein, for the City of Vancouver.
- 1.2 Bidders are required to submit a quotation for the full requirement only. Partial responses will be put aside and given no further consideration.
- 1.3 Immediately upon receipt of this RFQ, please advise by facsimile or email whether or not you intend to submit a quotation - Appendix 7, Response Notification Form.

**2.0 Contract Term - Intentionally Omitted**

**3.0 Pricing**

- 3.1 Prices quoted will be in Canadian currency and exclusive of all taxes, F.O.B. destination to the sites named herein, with all freight, unloading at destination, import duties, brokerage, royalties, handling, overhead, profit and all other costs included.

**4.0 Inquiries and Clarifications**

- 4.1 It is the 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 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.

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- 6.3 The Bidder shall submit three (3) copies of its Quotation on the form provided (Part E - 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:
- 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;

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- 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 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 Requirements between one or more Bidders.

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- 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 10.3, 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.

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**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 - Intentionally Omitted**

**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 Bidders 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**

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 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;

"City Engineer" - refers to the City of Vancouver General Manager of Engineering Services;

"Closing Time" means the closing date, time, and place as set out on the title page of this RFQ;

"Contract" means the agreement formed between the City and the Contractor as evidenced by the purchase order issued to the Contractor by the City;

"Contract Documents" means the purchase order, the Contractor's Quotation, the RFQ and such other documents as listed in the purchase order, including all amendments or addenda agreed between the parties;

"Contractor" means the successful Bidder individual, partnership, corporation or combination thereof, including joint venturers, who or which is awarded the Contract;

"Delivery Date" means the date the City requires the Contractor to deliver the goods to the City's Delivery Site;

"F.O.B." means all costs of freight, insurance, brokerage, customs duties and all other costs of delivery to the site named as F.O.B. will be borne by the Contractor and that ownership and title to all goods, materials, and equipment are transferred to the City when same are delivered by the Contractor to the City and the risk of loss or damage to the goods, materials and equipment transfers to the City only at such time as same are received and accepted by the City at the site named as "F.O.B.";

"GST" means the goods and services tax administered under the Excise Tax Act (Canada) and any successor tax or levy therefor 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.

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"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 E of this RFQ with all appendices or addenda submitted by the Bidder in response to the RFQ;

"RFQ" means this Invitation to Quotation including, but not limited to: Part A - Instructions to Bidders; Part B - General Conditions; Part C - Special Conditions; Part D- Requirements; Part E - 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 fulfillment of the Requirements;

"Work Site" means the site where the Work is being performed, Thornton Park Pumping Station, Thornton Park, (northwest corner of Terminal Avenue and Station Street) Vancouver, B.C., unless otherwise stated in this RFQ.

## **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 10.0 of Part E - 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

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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 10.1 of Part E - Quotation Form but only for the Area of Responsibility set out beside their name, provided always that the Contractor may not substitute or replace those sub-contractors, or permit those sub-contractors to further assign, sub-let, sub-contract, or let out as task work their obligations under the Contract documents, except in accordance with Section 4.1 above.

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

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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.

**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 RFQ.
- 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.

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**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;
  - 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.

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**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 and Revenue Agency (CRA) at least 30 days before commencing the Work.

**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.

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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:

- Qualifications of staff assigned to the Contract;
- Proven experience in delivering similar projects within a 2 year or otherwise reasonable time period;
- Contractor's ability to provide full lockout and confined space procedures;
- Contractor's proposed start up and completion date, given an estimated pump arrival date of Feb 2008;
- Location of Head office/work location;
- If applicable, choice of sub-contractor;
- Results of reference checks on current and former clients;
- Compliance with all City Insurance requirements.

**2.0 Safety Criteria**

2.1 Upon award, and prior to the work being performed, the Contractor must provide a copy of the following for City review:

- lockout program;
- confined space program;
- plan for ventilation of the Thornton Park wet well;
- plan for pumping effluent to existing forcemain;
- written procedures for monitoring well well levels.

The procedures must be approved by the City prior to Work being performed.

**3.0 Examination of Work Site**

3.1 A mandatory site meeting for potential Bidders will be held at *10:00 a.m., Friday January 11, 2008*. The meeting location is at the Thornton Park Pump Station, located in Thornton Park at the northwest corner of Terminal Avenue and Station Street (the pump station is in the road right of way and does not have a civic address).

- (a) All prospective Bidders are to pre-register for the site meeting by submitting the Site Meeting Attendance Form (Appendix 6) by fax or e-mail to the contact person listed in the Site Meeting Attendance Form (Appendix 6) by the date and time set out in the Site Meeting Attendance Form (Appendix 6).
- (b) Potential bidders that fail to attend the site meeting will result in the quotation being put aside and given no further consideration.
- (c) The Bidder is fully responsible for conducting sufficient field investigation and obtaining all information required for the preparation of their Quotation and for the execution of the Work.

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**4.0 Performance Bond**

- 4.1 The Bidder shall include with its Quotation a letter from its bank that the Contractor has sufficient credit-worthiness to obtain from a Canadian Chartered bank an irrevocable perpetual demand letter of credit in the amount of no less than 50% of their bid price.
- 4.2 The successful Contractor shall, within ten (10) days from the date of acceptance, provide a Performance Bond in the amount of 50% of the total Contract Price. The surety(s), issued by a surety company licensed to transact business in British Columbia, must be in a form and contain terms satisfactory to the City's Director of Legal Services. Cash deposits, certified cheques and letters of credit (in a form satisfactory to the City's Director of Legal Services) in the amount of fifty (50%) percent of the total Contract price are acceptable in lieu of a Performance Bond. No interest will be paid to the Contractor on cash deposits.

**5.0 Sub-contractors**

- 5.1 The Contractor will list below all subcontractors it intends to use in its performance of the Work, and what parts of the Work each subcontractor will be undertaking (the "Subcontractors").
- 5.2 The Contractor, if awarded the Contract, will engage the listed Subcontractors only, and no others in their stead, without prior written authorization of the City.
- 5.3 The Contractor, if awarded the Contract, will ensure that every Subcontractor is bounded by a legal agreement with the same terms and conditions of the Contract.

**6.0 Protection of Person and Property**

- 6.1 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.
- 6.2 The Contractor shall effectively warn and protect the public and other personnel from any danger as a result of the services being done.

**7.0 Clean Up**

- 7.1 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.

**8.0 Insurance Requirements**



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- 8.1 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.
- 8.2 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 thirty (30) days prior written notice of material change, lapse or cancellation. Notice must identify the Contract title, number, policy holder, and scope of work.
- 8.3 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.
- 8.4 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.
- 8.5 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.
- 8.6 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 Manager - Materials Management at any time during the term of the Contract upon request.
- 8.7 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 Manager - Materials 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.
- 8.8 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.

a) Commercial General Liability

Commercial General Liability insurance in sufficient amounts and description to protect the Contractor, its sub-contractors, the City and its respective officers,

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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;
- (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) Motor Vehicle Liability Insurance

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) All Risk Property Insurance

All risk installation floater protecting the Contractor and the City against all losses and damages for all materials, equipment and machinery, labour and supplies or any nature whatsoever, Work in progress, including property of the Insured or of others for which the Insured may have assumed responsibility, to be used in or incidental to the Work Site preparations, demolition or existing structures, erection and/or fabrication and/or reconstruction and/or repair of the project insured, commencing when the property becomes at the Insured's risk, at the Work Site, and while there awaiting, during and subsequent to erection and/or fabrication and/or repair and/or testing. The policy shall name the City of Vancouver as additional insured and loss payee for its interest.

d) Contractor's Equipment Insurance

"All Risk" insurance with Insurers acceptable to the City, covering all construction equipment, owned or rented, or for which the Contractor or any of his subcontractors may be responsible. In the event of loss or damage to the said construction equipment, or any part thereof, the Contractor or the subcontractor, as the case may be, will, if so requested by the City in writing, forthwith replace such damaged or destroyed construction equipment. The Contractor or Subcontractor, as the case may be shall have the following clause included in such insurance policy:

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Waiver of Subrogation:

It is understood and agreed that in the event of a loss and upon payment of claim hereunder, the Insurer will waive his right of subrogation against the City, the Engineer and all architects, engineers or consultants engaged in or connected with the construction and site preparation and related operations of the Work and any of their servants, agents, employees, and part, subsidiary, affiliated or associated firms.

**9.0 WorkSafeBC Compliance**

9.1 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 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

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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.
- (f) *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.
- (g) *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.
- (h) *Pre-Contract Hazard Assessment* - The Contractor shall review the "Pre-Contract Hazard Assessment" prepared by or for the City pursuant to the City's statutory obligations under the WorkSafeBC OHS 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.
- (i) *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:
  - (i) Unpaid WorkSafeBC 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

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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

- (iii) Any breach of the Contractor's obligations under this General Condition.

**10.0 Character of Workers**

10.1 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.

10.2 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.

**11.0 Conduct of the Contract**

11.1 The Manager - Materials management shall have the conduct of the RFQ and the Contract.

**12.0 Products Standards**

12.1 All electrical items shall comply with the relevant sections, latest editions of versions the Canadian Standards Association (CSA) standard C22.1, Canadian Electrical Code (CEC), Electrical Safety Branch - BC Amendments to CEC Regulations and Bulletins, the City's Electrical Bylaw, and the National Building Code.

**13.0 Changes in Requirements**

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

13.2 The Contract shall not make any changes from the terms of the Contract unless it shall first have received the written consent of the City, and no claims for additional compensation shall be valid unless the change was so ordered.

**14.0 Rectification of Damage and Defects**

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

**15.0 Failure to Perform**

15.1 Should the Contractor neglect to execute the Requirement properly or fail to perform any provision of the Contract, the City may, without prejudice to any other right or remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment due to the Contractor.

15.2 If the Contractor fails to perform any provision of the Contract due to reasons of strike, lockout or other work stoppages, the City may upon ten (10) days written notice to the Contractor terminate the Contract without prejudice to any other right or remedy the City may have.

**16.0 Dispute Resolution**

16.1 All claims, disputes or issues in dispute between the City and the Contractor shall be decided by mediation or arbitration, if the parties agree, or failing agreement, in a Court of competent jurisdiction with the Province of British Columbia and be governed by the laws of British Columbia.

16.2 In the event that the parties agree to arbitration pursuant to the above, the arbitration shall be governed by the rules of the British Columbia International Commercial Arbitration Centre, except that the arbitrator or arbitrators shall be agreed upon by the parties, and failing agreement by the parties, shall be appointed by a court of competent jurisdiction with the Province of British Columbia.

16.3 In the event that the parties agree to arbitration, the arbitration shall take place in the Lower Mainland, British Columbia and be governed by the laws of British Columbia.

16.4 The procedure set out in this section is not meant to preclude or discourage informal resolution of disagreements between the City and the Contractor.

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**1.0 Scope**

1.1 The City of Vancouver requires a Contractor to remove two (2) existing Pumpex K207F pumps and replace them with two (2) Flygt CP-3231 pumps at the Thornton Park Pumping Station. Currently, there are three (3) submersible pumps occupying four positions. The wet well is divided into an east and west chamber by a concrete wall. There are two pump positions in each chamber (see Appendix 3 Dwg. PB-133 and Dwg. PB-134 and Appendix 5 As Built Drawing PB-79). The current pump configuration is as follows:

- West Chamber
  - Position 1 - Flygt CP-3231
  - Position 2 - Pumpex K207F
- East Chamber
  - Position 3 - Vacant
  - Position 4 - Pumpex K207F

1.2 The City expects to receive the Flygt CP-3231 in February 2008 and would like to proceed with the proposed work immediately after delivery.

**2.0 Requirements**

2.1 The Contractor will be required to remove the two Pumpex K207F pumps (position 2 and position 4) and replace them with two Flygt CP-3231 pumps (including the motor and monitoring cables). The discharge connections for the two pumps must also be replaced. The pump, its accessories and the discharge connections will be provided by the City.

2.2 The City may request the Contractor to transport one Flygt CP-3231 and any accessories from Manitoba Yard, 250 West 70<sup>th</sup> Avenue, Vancouver to the Thornton Park Pumping Station. Prior to transportation, the Contractor will be required to inspect the Flygt CP-3231 pump and all accessories at Manitoba Yards. Any deficiencies found by the Contractor shall be reported to the City Engineer or the City's Designated Representative.

Alternatively, the City may choose to have the pump supplier deliver the Flygt CP-3231 pump and accessories to the Thornton Park Pumping Station.

The Contractor upon notification from the City shall inspect and transport the pump and accessories to Thornton Park Pumping Station. The pump and accessories include:

- 1 Flygt Model CP-3231 90 hp pump;
- 16m motor cable;
- 16m monitoring cable;
- 2 - 8"x8" discharge connections;
- 2 - anchor frames;
- 3 - MAS panels and base units.

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Any damage incurred during transportation or installation will be covered by the Contractor. The second Flygt CP-3231 pump is currently in storage at the Thornton Park Pumping Station.

- 2.3 A mandatory site visit is required. Upon award and prior to work being performed, the Contractor must provide a lockout and confined space program to the City for review and approval. The Contractor must provide ventilation to the wet well as required by WorkSafeBC regulations. During the pump replacement, the Contractor will be responsible for manual operation of the pumps in the pump station and monitoring of the wet well levels. The pump replacement may be performed at any time of the day, however time is of the essence for this project since the pump station is currently operating 1 pump short. However if a City Inspector or Engineer is required outside regular work hours (Monday to Friday, 7:00 am to 3:30 pm) or on statutory holidays, overtime rates will be charged to the Contractor at a rate of \$67.50/hour between 3:30 to 5:30 from Monday to Friday and \$90.00/hour after 5:30 pm from Monday to Friday and all weekend of statutory holiday hours. The City requires 24 hours advance notice for any planned work outside regular working hours.

**3.0 Work Procedure Requirements**

- 3.1 The Contractor will be responsible for providing a work schedule including the proposed timeline with their submission that will detail all work procedures during the pump replacement. The Contractor may suggest alternatives to the information provided below, however the Contractor will be responsible for all work procedures included in the work plan. The procedures must be approved by the City prior to beginning work. The City believes the information listed below is necessary to eliminate or control the hazard of engulfment.

Prior to removing the pumps and discharge connections, the Contractor must clean and scour the wet well.

The Contractor must first isolate the chamber from all incoming flows with the following steps, (as per Appendix 3 DWG PB-133 and DWG PB-134):

- Set up bypass pumps from inlet manhole to opposing chamber;
- Insert an inflatable bladder in the inlet manhole;
- close the 600mm diameter diffuser trough sluice gate;
- plug the diffuser trough openings into the chamber;
- close the 600mm diameter wet well sluice gate.

The Contractor can then pump the chamber down to the low level alarm elevation as per Appendix 3 DWG PB-133 and DWG PB-134. The Contractor is responsible for providing bypass pumping during work in the wet well from the inlet manhole to the opposing chamber. The Contractor will also be responsible for providing security to protect the bypass pumps from tampering for the duration of the work. The bypass pump must be capable of pumping at least 3400 USGPM. In addition, the Contractor is responsible for providing 100% backup bypass pumping.

The Contractor can then pump all remaining sewage to the opposing chamber and complete any required cleaning. The Contractor will be responsible for providing the



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dewatering pumps during work in the wet well. The Pumpex K207F pumps can then be lifted from the chamber and the discharge connection(s) can be removed. A City Designated Representative will be present to inspect the condition of the anchor frame and bolts to determine if they must be replaced. If the anchor frame and bolts are to be replaced, the Contractor will replace them according to the detailed design which will be provided upon award of the Contract. For bidding purposes, a preliminary Anchor Bolt Replacement Detail has been provided in Appendix 4. The Contractor shall not install the new discharge connection and pumps until the City Designated Representative has inspected the anchor frame and bolts and given instruction to proceed with the installation. The anchor frames and bolts shall be supplied by the City. The Contractor can then install the discharge connections and the Flygt CP-3231 pumps. The pumps must be tested and approved by City personnel prior to allowing incoming flows to resume in the wet well. Once the pumps are approved by City personnel, the pumps may begin service. The two removed Pumpex K207F pumps shall be delivered to Manitoba Yards by the Contractor.

3.2 The Bidder must provide pricing for all the described work required to replace the pumps and their discharge connections. In addition, the bidder must provide additional pricing for the following items:

- Inspection and delivery of the pumps and accessories from Manitoba Yard to Thornton Park;
- Anchor frame and bolt replacement, pending inspection during construction by a City Designated Representative.

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PART E 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 Requirements.

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> Requirement			
<u>Part E</u> Quotation Form			

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**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

**3.0 Schedule of Quantities and Prices**

3.1 Pricing

ITEM	DESCRIPTION	PRICING
1.	Installation and Removal of Two Pumps at the Thornton Park Pumping Station as per Part D - Requirements.	\$
1a.	10% Contingency, if required for Item 1.	\$
	<b>TOTAL:</b>	\$

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3.2 Additional Pricing

ITEM	DESCRIPTION	PRICING
1.	Inspection and delivery of the pumps and accessories from Manitoba Yard to Thornton Park Pump Station.	
2.	Anchor frame and bolt replacement, pending inspection during construction.	
	<b>TOTAL:</b>	

4.0 Alternate Work Plan

4.1 State an alternate work plan that details all work procedures during the pump replacement (other than the City procedures listed in this RFQ).

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REMOVAL AND INSTALLATION OF PUMPS AT THE THORNTON PARK PUMPING  
STATION  
PART E QUOTATION FORM**

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**5.0 Delivery**

5.1 State proposed Work schedule, detailing the timeline which includes the start-up and completion date, upon receipt of the pump, given the expected delivery time to be February 2008:

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5.2 State the hours in which the work shall be performed:

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**6.0 Qualifications**

6.1 State the qualification(s) training of the staff who will be assigned to this project:

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**7.0 Experience**

7.1 Detail all relevant jobs and experiences in similar jobs and projects within a 2 year or reasonable time period:

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**8.0 Lockout and Confined Space Procedures**

8.1 If successful, the Contractor must provide full lockout and confined space program upon award. State if this is possible?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

**9.0 Location**

9.1 State location of head office/work location?

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**10.0 Sub-contractors**

10.1 The sub-contractors to be used in the performance of the Contract are listed below. (If no sub-contractors will be used, indicate "Not Applicable").

Company Name, Address	Contact Name	Telephone No.	Area of Responsibility

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10.2 Describe how the Contractor's operation is structured with respect to Subcontractors:

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10.3 What methodology will be used for Subcontractors to participate in the performance of the Work?

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10.4 Describe the qualifications and level of experience of the Subcontractors:

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10.5 Describe insurance held by the Subcontractor(s):

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10.6 Describe how the Contractor assesses the Subcontractor's performance:

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**11.0 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.

\_\_\_\_\_  
Authorized Signatory for the Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title (*please print*)

To be Initialed at Quotation Opening:

\_\_\_\_\_  
Manager, Materials Management or designate

\_\_\_\_\_  
Witness





**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**

Dated \_\_\_\_\_

**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)**  
 Personal Injury  
 Products and Completed Operations Per Occurrence: \$ \_\_\_\_\_  
 Cross Liability or Severability of Interest Aggregate: \$ \_\_\_\_\_  
 Employees as Additional Insureds  
 Blanket Contractual Liability All Risk Tenant's Legal Liability: \$ \_\_\_\_\_  
 Non-Owned Auto Liability  
 INSURER: \_\_\_\_\_ Deductible Per Occurrence: \$ \_\_\_\_\_  
 POLICY NUMBER: \_\_\_\_\_  
 POLICY PERIOD: From \_\_\_\_\_ to \_\_\_\_\_

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

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: \_\_\_\_\_

## 1.0 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.

- 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.
- 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:

- Ensure the health and safety of the workers on the project.
- Inform all other employers for the project that they are the Prime Contractor.
- Coordinate all occupational health and safety activities for the project.
- 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*.
- Review and complete a "Pre-Job Meeting Form" if the City Engineer requests.
- 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.
- 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.
- On a Work Site, provide the information listed in *WorkSafeBC OHS Regulation 20.3(4)*.

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

- 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 to accept all responsibilities of the Prime Contractor for this Contract.

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

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

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

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

(Construction Only)

Name/Signature of Authorized \_\_\_\_\_

Representative/ Signatory of Prime \_\_\_\_\_

PRINT NAME and SIGN



City of Vancouver

## Pre-Contract Hazard Assessment

**Tender Title:** Removal and replacement of wet well pumps in pumping station  
**Closing Date:** Tuesday January 22, 2008 **Tender #:** RFQ PS07101  
**Assessed by:** [Signature] **Job Title:** ~~CE~~ - Design Engineer  
**Telephone:** 604.871.6078 **Date:** December 17, 2007  
**Owner:** City of Vancouver  
**Location:** Thornton Park

**Description of work:** Removal and replacement of wet well pumps in the Thornton Park pumping station.

### POTENTIAL SAFETY HAZARDS

1	Engulfment by effluent
2	Electrical lockout – working on potentially energized equipment (or equipment that stores energy even after disconnected from a power source)
3	Unsafe atmospheres

All potential hazards must be addressed in accordance with the most recent version of the BC WCB Occupational Health and Safety Regulation



This appendix refers to attached drawings.

This appendix refers to an attached drawing.

This appendix refers to an attached drawing.





CORPORATE SERVICES GROUP  
Materials Management  
Purchasing Services

Request for Quotation  
No. PS07101

Removal and Installation of Pumps at the Thornton Park Pumping Station

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To acknowledge your intent to attend the **Site Visit** being held to view the installation site of the project, please submit this form to the person identified below by

Philip Lo  
Administrative Assistant  
City of Vancouver  
Fax: (604) 873-7057  
Email: purchasing@vancouver.ca

**Your details:**

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

"Bidder"

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

Telephone \_\_\_\_\_

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

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

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

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

Our company **WILL**  / **WILL NOT**  attend the informational meeting for  
"RFQ PS07101 - Removal and Installation of Pumps at the Thornton Park Pumping Station"

\_\_\_\_\_  
Authorized Signatory and Name of Company (Please print)

\_\_\_\_\_  
E-mail Address (Please print)

\_\_\_\_\_  
Date



CORPORATE SERVICES GROUP  
Materials Management  
Purchasing Services

Request for Quotation

No. PS07101

Removal and Installation of Pumps at the Thornton Park Pumping Station

To acknowledge your intent to submit a Proposal, please submit this form to the person identified below before close of business day, Tuesday January 15, 2008.

Philip Lo  
Administrative Assistant  
City of Vancouver  
Fax: (604) 873-7057  
Email: purchasing@city.vancouver.bc.ca

Your details:

Proponent's Name: \_\_\_\_\_  
"Proponent"

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

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

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

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

Our company WILL / WILL NOT submit a quotation for  
"PS07101 - Removal and Installation of Pumps at the Thornton Park Pumping Station"  
by the closing date of ( at 3:00:00 P.M.)

\_\_\_\_\_  
Authorized Signatory and Name of Company (Please print)

\_\_\_\_\_  
E-mail Address (Please print)

\_\_\_\_\_  
Date