



City of Richmond

REQUEST FOR QUOTATION

4008Q – Supply & Delivery Of Lighting Fixture For No.4 Rd Pump Station

Quotations will be received at the Information Counter, Main Floor, Richmond City Hall, addressed to the Purchasing Section, 6911 No. 3 Road, Richmond, BC, V6Y 2C1, until Friday, August 13, 2010 at 3:00pm, local time.

NOTES:

1. Three (3) copies of 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. Faxed quotations will not be received or considered.

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

Kerry Lynne Gillis - Buyer II - Contracting Specialist

email: purchasing@richmond.ca

The deadline for all enquiries is Friday August 13, 2010 at 5:00pm, local time.

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REQUEST FOR QUOTATION

4008Q – LIGHTING FIXTURES FOR NO. 4 ROAD PUMP STATION

Name of Bidder: _____

Address: _____

City: _____

Province: _____

Postal Code _____

Telephone Number: _____

Contact Person: _____

Title: _____

Email Address: _____

Fax Number: _____

PART A – INSTRUCTIONS TO BIDDERS

PART A – INSTRUCTIONS TO BIDDERS

1.0 Description of Requirement

- 1.1 Quotations are invited for supply & delivery of lighting fixtures for the No.4 Rd drainage pump station as set out herein, for the City of Richmond.
- 1.2 Bidders are required to submit a quotation for the full requirement only. Partial responses may be put aside and given no further consideration.

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 sole 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 published the following websites:
 - a) BC Bid: <http://www.bcbid.gov.bc.ca/open.dll/welcome?language=En>
 - b) City’s website: <http://www.richmond.ca/busdev/tenders.htm>

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 Request for Quotations (RFQ) with all accompanying schedules, appendices or addenda submitted by the Bidder will be received up to the closing time on the date and in the place shown on the title page of this RFQ (the “Closing Time”). The Quotation shall be submitted on the forms provided in

PART A – INSTRUCTIONS TO BIDDERS

- 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 unopened.
- 6.3 The Bidder shall submit three (3) copies of its Quotation 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 initialled by the authorized signatory in the spaces provided.
- 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.

PART A – INSTRUCTIONS TO BIDDERS

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 Prior to Contract award, the Bidder may be required to demonstrate financial stability. Should the City so request, the Bidder will be required to provide annual financial reports or a set of financial statements prepared by an accountant and covering the last two (2) fiscal years.
- 8.3 The City may, prior to Contract award, negotiate changes to the scope of the Work, the materials, the Specifications or any conditions with any one or more of the Bidders without having any duty or obligation to advise any other Bidders or to allow them to vary its prices as a result of changes to the scope of Work, the materials, the Specifications, or any conditions, and the City shall have no liability to any other Bidder as a result of such negotiations or modifications.
- 8.4 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.
- 8.5 Preference may be given to Quotations offering environmentally beneficial products or services.

9.0 Acceptance and Rejection of Quotations

- 9.1 Notwithstanding any other provision in the Quotation documents, the City has in its sole discretion, the unfettered right to:
- a) accept any Quotation;
 - b) reject any Quotation;

PART A – INSTRUCTIONS TO BIDDERS

- 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.
- 9.2 All Quotations shall be irrevocable and remain open for a minimum of sixty (60) days after the Closing Time, whether or not another Quotation has been accepted.
- 9.3 The City may waive any non-compliance with the RFQ, the Requirements, the Specifications, or any conditions, including the timing of delivery of anything required by this RFQ and may elect to retain for consideration Quotations which are non-conforming, which do not contain the content or form required by the RFQ or which have not complied with the process for submission set out herein.

10.0 Award of Contract

- 10.1 Award of a Contract is contingent on funds being approved and the contract award being made by the appropriate City authority.
- 10.2 The purchase order, the Quotation, the RFQ and such other documents including all amendments or addenda, shall form the basis for the Contract between the Contractor and the City. In the event of a conflict between any of the Contract Documents, the following documents will take precedence and govern over each other in the following order of priority from highest to lowest:
- a) The City's purchase order including the standard purchase order terms and conditions;
 - b) Or any mutually agreed to amendments between the Bidder and the City;
 - c) The Quotation; and
 - d) The RFQ and any subsequent addenda.
- 10.3 Where the head office of the successful Bidder is located within the City of Richmond and/or where the successful Bidder is required to perform the Service at a site located within the City of Richmond, the successful Bidder is required to have a valid City of Richmond business license prior to Contract execution.
- 10.4 The City is not under any obligation to award a Contract and may elect to terminate this RFQ at anytime.

PART A – INSTRUCTIONS TO BIDDERS

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

12.1 The brand names specified will be the brands of materials accepted by the City.

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.

13.2 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 and in the same format as the initial Quotation.

13.3 The City is not obligated to accept any alternatives or variations.

13.4 The City will determine what constitutes allowable alternatives and/or variations and will be the sole determinant in the brand(s) selected for the Work under this Contract.

14.0 Freedom of Information and Protection of Privacy Act (BC)

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

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 Indemnification and Insurance

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

PART A – INSTRUCTIONS TO BIDDERS

16.2 This section is left blank, intentionally.

16.3 This section is left blank, intentionally.

16.4 This section is left blank, intentionally.

17.0 Bid Bond

17.1 This section is left blank intentionally.

PART B – GENERAL CONDITIONS

PART B – GENERAL CONDITIONS

1.0 Definitions

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

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

“Bidder” means the individual, partnership, corporation or combination thereof, including joint venturers, who or which sign the Quotation form set out in Part D of this RFQ;

“City” means the municipal corporation, generally known as the City of Richmond.

“City’s Designated Representatives” means the City’s employees or representatives who are authorized in writing to deal with the Contractor on behalf of the City in connection with the goods, materials, equipment and services or to make decisions in connection with the Contract;

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

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

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

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

“Delivery Date” means the date the City requires the Contractor to deliver the goods to the City’s Delivery Site;

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

PART B – GENERAL CONDITIONS

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

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

“Quotation” means the 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- Requirements; Part D – Quotation Form;

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

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

“Work Site” means the site where the Work is being performed, North end of No. 4 Rd, Richmond, 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 Part D – quotation form or subsequently permitted in writing by the City pursuant to Section 4.1 of these General Conditions.
- 2.5 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”).

PART B – GENERAL CONDITIONS

- 2.6 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.
- 2.7 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.

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

PART B – GENERAL CONDITIONS

6.0 Laws, Permits and Regulations

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

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 Responsibility For Supplies

- 8.1 The Contractor shall be responsible for the supplies covered by this contract until they are delivered at the designated delivery point, regardless of the point of inspection; and the Contractor shall bear all risks of loss or damage to rejected supplies after notice of rejection.

9.0 Quality of Workmanship and Materials

- 9.1 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.
- 9.2 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.
- 9.3 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.

PART B – GENERAL CONDITIONS

10.0 Warranty

- 10.1 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).
- 10.2 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.
- 10.3 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.
- 10.4 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.
- 10.5 The Contractor warrants that its employees have the qualifications, experience, knowledge, skills and abilities necessary for the fulfilment of the Contract.

11.0 Indemnification and Insurance

- 11.1 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.
- 11.2 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.
- 11.3 The Contractor shall assume the defence of, and indemnify and hold harmless the City and its officers, employees and agents, from and against all claims relating to materials, goods or equipment furnished and to inventions, copyrights, trade marks, or patents and rights thereto used by the Contractor in the execution of the Contract and in subsequent use and/or operation by the City.

PART B – GENERAL CONDITIONS

- 11.4 The Contractor will indemnify, hold, and save harmless the City from and against all claims, losses, damages, costs, actions, and other proceedings, made, sustained, brought or prosecuted in manner, based upon, occasioned by, attributable to any injury, including death, property damage, infringement, or damage arising from any act or omission of the Contractor, his employees, officers, volunteers, servants, or agents or persons from whom the Contractor has assumed responsibility in the performance or purported performance of this agreement
- 11.5 The Contractor shall, at his own expense, through the terms of the contract secure, maintain, and pay for the following coverages:
- a) Comprehensive General Liability Insurance with a limit of not less than \$5,000,000 inclusive per occurrence for bodily injury and property damage and \$5,000,000 for personal injury. The policy or policies shall cover all premises and operations necessary or incidental to the performance of this agreement and include but not necessarily be limited to the following coverages:
 - 1. Contractual liability assumed under this agreement.
 - 2. Contingent employer's liability with respect to operations of sub-contractors.
 - 3. Owner's protective liability.
 - 4. Cross liability.
 - 5. Automobile liability (non-owned, hired).
 - 6. Completed operations liability 24 months after completed operations.
 - 7. Voluntary medical payments.
 - b) "Course of Construction" Property Damage Insurance covering all risks of physical loss or damage on an occurrence basis, including loss of use of property, and including losses or damage from flood or earthquake. The coverage provided shall amount to no less than 80% of the total value of the work done and material delivered to the site, or under the control of the Contractor, payable to the City and Contractor as their interests may appear, and protecting each in such terms as will preclude subrogation claims by the insurer against anyone insured there-under.
- 11.6 The City, its officers, officials, and employees shall be added as an additional insured on all such policies. All such insurance provided by these policies shall be primary regardless of any insurance or self insurance that may be enforced at

PART B – GENERAL CONDITIONS

the time of any loss or claim that insures the City, its officers, officials, and employees.

- 11.7 The policy or policies shall be underwritten by an insurance company or companies licensed to do business in the Province of British Columbia and who meet with the reasonable approval of the City. Prior to the commencement of the work defined by this agreement, the Contractor shall furnish the City through the Office of the Manager Purchasing and Risk a certified original copy of all such policies as evidence that such insurance is in force. The Contractor agrees that such insurance policies cannot be cancelled, lapsed, or materially changed without at least thirty (30) days' written notice to the City.
- 11.8 Maintenance of such insurance and the performance of the Contractor of his obligations under this clause shall not relieve the Contractor of liability under the indemnification provisions here and above set forth. The foregoing insurance provisions shall not limit the insurance required by Municipal, Provincial, or Federal law
- 11.9 It shall be the full responsibility of the Contractor to determine whether any additional insurance coverage is necessary and advisable for its own protection and/or to fulfil its obligations under this Contract. Any such additional insurance shall be provided and maintained by the Contractor its own expense.
- 11.10 It is understood that this agreement is strictly between the Contractor and the City and the Contractor is an independent contractor for the City and no employment relationship, partnership, agency, or joint venture exists between the City, the employees of the Contractor and/or its agents and/or their employees, and/or its Contractors and/or their employees. Any disputes between the Contractor and any of its employees and/or its agents and/or their employees and/or their Contractors and/or their employees shall be resolved by the Contractor with no involvement by the City.

12.0 Termination

- 12.1 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;

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- 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.
- 12.2 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).
- 12.3 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.

13.0 Payments

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

14.0 Taxes

- 14.1 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).
- 14.2 Invoices shall show the appropriate amounts for HST.

15.0 Non-resident Withholding Tax

- 15.1 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

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some circumstances, but the Contractor must apply directly to the Canada Revenue Agency (CRA) at least thirty (30) days before commencing the Work.

16.0 Performance Bond

16.1 This section is left blank intentionally.

17.0 Protection of Person and Property

17.1 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.

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

18.0 Clean Up

18.1 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.

19.0 Character of Workers

19.1 If requested by the City, the Contractor will remove from the work site 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.

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19.2 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.

20.0 Conduct of the Contract

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

21.0 Rectification of Damage and Defects

21.1 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.

22.0 Failure to Perform

22.1 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.

22.2 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.

23.0 Dispute Resolution

23.1 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.

23.2 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

PART B – GENERAL CONDITIONS

appointed by a court of competent jurisdiction with the Province of British Columbia.

23.3 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.

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

24.0 Delivery

24.1 Deliveries shall be made to the City works yard at 5599 Lynas Lane between the hours of 9:00am and 4:00pm on any normal working day.

25.0 Changes in Requirements

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

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

PART C – REQUIREMENTS

PART C - REQUIREMENTS

The Contractor shall supply and deliver the following products:

Bill Of Materials

Qty	Type	Mfg	Description
WASHROOM:			
1	AA	GARD	610S-D-42TRF-120-BRP360-RL-XX FASCIA
		GARD	WALL SCONCE W/ 42W COMPACT
		GARD	FLUORESCENT LAMPING & SURFACE
		GARD	MOUNTING. DIFFUSE GLASS LENS W/
		GARD	360° LIGHT DISTRIBUTION. ROUND
		GARD	FACEPLATE WITH "WOMEN'S WASHROOM
		GARD	GRAPHIC". BRONZE PAINTED FINISH.
		GARD	120V.
	NOTE	GARD	REQUIRES CUSTOMER SUPPLIED DXF FILE OR
		GARD	DIMENSIONAL DRAWING OF LOGO
1	AB	GARD	610S-D-42TRF-120-BRP360-RL-XX FASCIA
		GARD	WALL SCONCE W/ 42W COMPACT
		GARD	FLUORESCENT LAMPING & SURFACE
		GARD	MOUNTING. DIFFUSE GLASS LENS W/
		GARD	360° LIGHT DISTRIBUTION. ROUND
		GARD	FACEPLATE WITH "MEN'S WASHROOM
		GARD	GRAPHIC". BRONZE PAINTED FINISH.
		GARD	120V.
		GARD	REQUIRES CUSTOMER SUPPLIED DXF FILE OR
		GARD	DIMENSIONAL DRAWING OF LOGO
1	B	GARD	2459 WALL SCONCE W/ 42W COMPACT
		GARD	FLUORESCENT LAMPING. GRAPHITE
		GARD	FINISH & OPAL GLASS DIFFUSER. IP55.
		GARD	120V.
2	C	FLOR	VMA-N-2-28-W-C-120-1/2-EB-GENIS
		FLOR	ARCHITECTURAL LINEAR 2X 28W T5

PART C – REQUIREMENTS

Qty	Type	Mfg	Description
		FLOR	FLUORESCENT VANDAL RESISTANT
		FLOR	LUMINAIRE. WHITE FINISH W/ CLEAR
		FLOR	POLYCARBONATE LENS. 120V.
		FLOR	4FT. LENGTH.
1	D	PRUD	S1-1T5-04'-WA-TMW-120-SUR
		PRUD	SNAP LINEAR 1X 28W T5 FLUORESCENT
		PRUD	LUMINAIRE. 4' FT. LENGTH. WHITE
		PRUD	ACRYLIC DIFFUSER & TEXTURED WHITE
		PRUD	FINISH. 120V. SURFACE MOUNT
2	P	BEGH	VR2-12V12WQ-TP
	NOTE	BEGH	VANDAL RESISTANT REMMOTE W/TWIN HEAD 12W COMPOSITE
	NOTE	BEGH	QUARTZ HALOGEN LAMPING. TAMPER PROOF SCREWS AND
	NOTE	BEGH	THERMOPLASTIC ENCLOSURE. 120V
1	Q	BEGH	NV12-72-0-AT
	NOTE	BEGH	NOVA STEEL BATTERY UNIT TO POWER 4X REMOTE 12W
	NOTE	BEGH	COMPOSITE QUARTZ HALOGEN LAMPS. 72W CAPACITY. 12V
	NOTE	BEGH	W/O HEADS INCLUDED ON UNIT. AUTO TEST SELFNOTE
	NOTE	BEGH	DIAGNOSTICS INCLUDED
GENERATOR ROOM:			
8	E	SELU	M1A-1T5-AMP-F-004-SV-120-DL M100
		SELU	1X 28W T5 FLUORESCENT LAMPING W/
		SELU	ASYMMETRICAL BEAM DISTRIBUTION VIA
		SELU	ASYMMETRIC SILKY SPECULAR LOUVER.
		SELU	SURFACE MOUNT. 4FT. LENGTH.
		SELU	SILVER PAINTED FINISH. 120V.
		SELU	DAMP LOCATION RATED.
CONTROL ROOM:			
6	G	PRUD	S1-2T5-04-SAL-GLV-120-CA48"-X3

PART C – REQUIREMENTS

Qty	Type	Mfg	Description
		PRUD	SNAP LINEAR 2X 28W T5 FLOURESCENT.
		PRUD	SUSPENDED W/ 48" AIRCRAFT CABLE ON
		PRUD	HARD CEILING. 4FT. FIXTURE LENGTH.
		PRUD	SATIN ACRYLIC LENS & GALVANIZED
		PRUD	FINISH. 120V.
CONTROL ROOM-EXTERIOR MURAL WALL AREA:			
9	H	BEGA	2387 CIRCULAR RECESSED STEPLIGHT W/
		BEGA	EYELID. 3300°K WARM WHITE 6W LED.
		BEGA	120V. IP65
UPPER CONTROL ROOM DECK:			
4	I	BEGA	2226 RECTANGULAR RECESSED STEPLIGHT.
		BEGA	GRAPHITE FINISH FACEPLATE. 3300°K
		BEGA	WARM WHITE 10.2W LED. 120V. IP65.
GANTRY COLUMNS:			
4	J	FLOR	FLP-500-I-TT-WFLP-GY-CUL
4	J	FLOR	WGFLP
		FLOR	LARGE ROUND 500W INCANDESCENT
		FLOR	FLOODLIGHT. WIDE FLOOD DISTRIBUTION.
		FLOR	GRAY TEXTURED FINISH. 120V. TO
		FLOR	INCLUDE WIRE GUARD.
18	K	BEGA	6803 WALL CYLINDER W/ NARROW UP/
		BEGA	DOWN BEAM DISTRIBUTION. 150W METAL
		BEGA	HALIDE LAMPING. 120V
	NOTE	BEGA	RAL YELLOW COLOR# TO BE SUPPLIED.
PUMP WELL AREA:			

PART C – REQUIREMENTS

Qty	Type	Mfg	Description
4	L	BEGA	8870 C/W SAFETY CHAIN. RECESSED IN-GROUND TO BE
		BEGA	RECESSED INTO WALL OF PUMP WELL. 70W T6 METAL
		BEGA	HALIDE LAMPING. STAINLESS STEEL TRIM.
		BEGA	IP68. 120V.
2	M	GELS	MGH-26-F-1-N-4-3W-FG
GENERAL EXTERIOR AREA STEPLIGHTS:			
18	I	BEGA	2226 RECTANGULAR RECESSED STEPLIGHT.
		BEGA	GRAPHITE FINISH FACEPLATE. 3300°K
		BEGA	WARM WHITE 10.2W LED. 120V. IP65.
VEGETATION DECK AREA:			
7	N	VLT	BLUX-0401-080-W-NX LUX SERIES
7	N	VLT	BLUX-ATT MOUNTING STAND OFF
		VLT	EXTERIOR SPOT LUMINAIRE WITH STANDVLT
		VLT	OFF MOUNTING. 3W 3200° KELVIN WARM
		VLT	WHITE LED W/ 60° BEAM DISTRIBUTION.
		VLT	IP68 RATED. 120V.
1	N	VLT	901-018-700-PU 18W 700MA DRIVER.
		VLT	IP67 RATED.
1	N	VLT	901-010-700-PU
		VLT	IP67 RATED.
OBSERVATION DECK AREA:			
17	O	BKLG	MI-LED-E34-S-SAP-2-A
		BKLG	SURFACE MOUNT MARKER W/3W LED IN 3000DEG KELVIN,
		BKLG	WARM WHITE COLOR TEMPERATURE, 2 OPTICAL OPENINGS @
		BKLG	180DEG FOR UP/DOWN DISTRIBUTION, SOLID FACEPLATE

PART C – REQUIREMENTS

Qty	Type	Mfg	Description
		BKLG	STYLE. SATIN ALUMINUM FINISH. EQUIPPED WITH
		BKLG	INTEGRAL DRIVER.
1	O	BKLG	TRSS-120-75-ND
		BKLG	REMOTE ELECTRONIC TRANSFORMER W/75W MAXIMUM LOAD
		BKLG	120V. NON DIMMING

Note: Items I & L housings required to be delivered within 2 weeks upon award all remaining fixtures within 45 days.

PART D – QUOTATION FORM

PART D – QUOTATION FORM

Quotation Form

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

The undersigned Bidder, having carefully read and examined the Instructions to Bidders, General Conditions, Requirements, Quotation Form, and Undertaking of Liability Insurance and having full knowledge of the work required, does hereby offer to provide all necessary materials in strict accordance with the Requirements and to do all therein called for on the terms and conditions and under the provisions therein set forth at the:

LUMP SUM TOTAL QUOTED PRICE OF \$ _____

The above price includes and covers duties, Federal, (including H.S.T.), Provincial Taxes, handling and transportation charges, and all other charges incidental to and forming part of this Quotation.

The undersigned Bidder agrees to complete the whole of the works within _____ working days of acceptance.

Name of Bidder: _____

Address: _____

Telephone No: _____

Name, Signature, and
Title of Signing Officer: _____

Date: _____

E-mail: _____

Web Address: _____

PART D – QUOTATION FORM

Schedule of Quantities and Prices

DESCRIPTION				UNIT	QTY	UNIT PRICE	TOTAL COST
Type	AA	GARD	610S-D-42TRF-120-BRP360-RL-XX FASCIA	Each	1	\$ _____	\$ _____
Type	AB	GARD	610S-D-42TRF-120-BRP360-RL-XX FASCIA	Each	1	\$ _____	\$ _____
Type	B	GARD	2459 WALL SCONCE W/ 42W COMPACT	Each	1	\$ _____	\$ _____
Type	C	FLOR	VMA-N-2-28-W-C-120-1/2-EB-GENIS	Each	2	\$ _____	\$ _____
Type	D	PRUD	S1-1T5-04'-WA-TMW-120-SUR	Each	1	\$ _____	\$ _____
Type	P	BEGH	VR2-12V12WQ-TP	Each	2	\$ _____	\$ _____
Type	Q	BEGH	NV12-72-0-AT	Each	1	\$ _____	\$ _____
Type	E	SELU	M1A-1T5-AMP-F-004-SV-120-DL M100	Each	8	\$ _____	\$ _____
Type	G	PRUD	S1-2T5-04-SAL-GLV-120-CA48"-X3	Each	6	\$ _____	\$ _____

PART D – QUOTATION FORM

DESCRIPTION				UNIT	QTY	UNIT PRICE	TOTAL COST
Type	H	BEGA	2387 CIRCULAR RECESSED STEPLIGHT W/	Each	9	\$ _____	\$ _____
Type	I	BEGA	2226 RECTANGULAR RECESSED STEPLIGHT.	Each	22	\$ _____	\$ _____
Type	J	FLOR	FLP-500-I-TT-WFLP-GY-CUL	Each	4	\$ _____	\$ _____
Type	J	FLOR	WGFLP	Each	4	\$ _____	\$ _____
Type	K	BEGA	6803 WALL CYLINDER W/ NARROW UP/	Each	18	\$ _____	\$ _____
Type	L	BEGA	8870 C/W SAFETY CHAIN. RECESSED IN-GROUND TO BE	Each	4	\$ _____	\$ _____
Type	M	GELS	MGH-26-F-1-N-4-3W-FG	Each	2	\$ _____	\$ _____
Type	N	VLT	BLUX-0401-080-W-NX LUX SERIES	Each	7	\$ _____	\$ _____
Type	N	VLT	BLUX-ATT MOUNTING STAND OFF	Each	7	\$ _____	\$ _____
Type	N	VLT	901-018-700-PU 18W 700MA DRIVER.	Each	1	\$ _____	\$ _____

PART D – QUOTATION FORM

DESCRIPTION				UNIT	QTY	UNIT PRICE	TOTAL COST
Type	N	VLT	901-010-700-PU	Each	1	\$ _____	\$ _____
Type	O	BKLG	MI-LED-E34-S-SAP-2-A	Each	17	\$ _____	\$ _____
Type	O	BKLG	TRSS-120-75-ND	Each	1	\$ _____	\$ _____
						\$ _____	\$ _____

Subtotal \$ _____

Harmonized Services Tax (HST) \$ _____

TOTAL QUOTED AMOUNT \$ _____
(carried forward to Quotation Form)

 Initials of Signing Officer

PART D – QUOTATION FORM

(To be submitted with Quotation)

Undertaking of Liability Insurance

This Section is Left Blank Intentionally.

PART D – QUOTATION FORM

List of Subcontractors

The Bidder agrees that the subcontractors shown herein is the list of subcontractors that he proposes to use to carry out those part of the work shown on the list and, subject to their approval by the City, the Bidder agrees to employ the listed subcontractors and no others.

Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the City.

The Bidder agrees that if he is awarded the contract, he will bind every subcontractor by the terms of the contract documents, as far as applicable to his work.

Description of Parts of Work to be Sublet to Subcontractors	Name, Address, and Telephone Number of Subcontractor(s) to be Used to Carry Out the Various Parts of the Work Described

(If additional space is required, attach additional)

PART D – QUOTATION FORM

List of Previous Contracts

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

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

(If additional space is required, attach additional