



REQUEST FOR QUOTATION 4235Q
SUPPLY AND DELIVERY OF UNIFORM, ACCESSORIES AND RECREATIONAL
CLOTHING FOR RICHMOND FIRE-RESCUE

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:

12:00pm local time on Thursday, May 5, 2011

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:

Daianna Panni - Buyer I

email: purchasing@richmond.ca

The deadline for all enquiries is: **Tuesday, April 26, 2011 12:00 pm**

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REQUEST FOR QUOTATION 4235Q

SUPPLY AND DELIVERY OF UNIFORM, ACCESSORIES AND RECREATIONAL
CLOTHING FOR RICHMOND FIRE-RESCUE

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 and Delivery of Uniform, Accessories and Recreational Clothing for Richmond 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 will be put aside and given no further consideration.

2.0 Contract Term

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

June 1, 2011 – May 31, 2012
June 1, 2012 – May 31, 2013
June 1, 2013 – May 31, 2014 (optional one year term)
June 1, 2014 – May 31, 2015 (optional one year term)

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 on the following websites:
 - a) BC Bid: <http://www.bcbid.gov.bc.ca/open.dll/welcome?language=En>
 - b) City's website: <http://www.richmond.ca/busdev/tenders.htm>
- 4.2 The City, its agents and employer shall not be responsible for any information given by way of oral or verbal communication.

PART A – INSTRUCTIONS TO BIDDERS

5.0 Inspection of Site – Intentionally Omitted**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 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.

PART A – INSTRUCTIONS TO BIDDERS

- 6.9 One sample of each item quoted on **must** be provided with your bid submission. Failure to submit all pertinent samples will result in your bid being returned unopened.

7.0 Conflict of Interest

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

8.0 Evaluation of Quotations

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

PART A – INSTRUCTIONS TO BIDDERS

- 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;
 - 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:

PART A – INSTRUCTIONS TO BIDDERS

- 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.

11.0 Publication of the Results of the Request for Quotation

11.1 The City will publish the name of the successful Bidder on the websites listed in section 4.1. No other notices will be issued by the City. Bidders shall visit these websites to obtain the results of this Request for Quotation.

12.0 Quantities

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

13.0 Brand Names

13.1 Some items require certain brand name products as described in the Requirement Section (Section C). The Brand names listed are: *Russell Athletics, Hanes, Stanfield, and Kodiak Athletic*. Equivalent brands may be considered on socks only. On the items where there are no brand names listed, the bidder can submit a bid and sample of any brand. Indicate the brand name on the quotation form.

14.0 Alternates and/or Variations to Specifications

14.1 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.

14.2 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

PART A – INSTRUCTIONS TO BIDDERS

Quotation shall be submitted separately in the same format as the initial Quotation.

14.3 The City is not obligated to accept any alternatives.

14.4 The City will determine what constitutes allowable alternatives and/or variations.

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

15.1 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.

16.0 Confidentiality

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

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

17.0 Insurance

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

17.2 Bidders shall have the Undertaking of Liability Insurance Form Letter L1-1 within the document completed and submitted with their Quotation.

17.3 All policies and certificates shall be submitted to the Purchasing Section before a contract is issued to carry out the work.

17.4 All bids shall be accompanied by an Undertaking of Surety, an Undertaking of Liability Insurance,

18.0 Bid Bond - Intentionally Omitted

PART B – GENERAL CONDITIONS

PART B – GENERAL CONDITIONS

1.0 Definitions

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

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

“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 therefore in force from time-to-time;

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

“Quotation” means the Bidder’s response 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 goods are to be delivered, Stores Department at 5599 Lynas Lane, Richmond, BC V7C 5B2 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 subsequently permitted in writing by the City pursuant to Section 4.1 of these General Conditions.
- 2.5 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.
- 2.6 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.

PART B – GENERAL CONDITIONS

3.0 Independent Contractor

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

4.0 Assignment

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

4.2 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 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 All goods are subject to inspection and test by and shall meet the approval of the Manager of Purchasing and his decision shall be final and binding upon all parties. In case any of the goods are not in conformity with the Requirements of

PART B – GENERAL CONDITIONS

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 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 goods by virtue of a partial or full payment for it.
- 7.4 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.

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.

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).

PART B – GENERAL CONDITIONS

- 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.
- 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

PART B – GENERAL CONDITIONS

assumed responsibility in the performance or purported performance of this agreement

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;
- 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.

PART B – GENERAL CONDITIONS

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 fifteen (15%) percent. Exemption from this withholding tax is available in 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 – Intentionally Omitted**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 – Intentionally Omitted**19.0 Character of Workers Omitted****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

PART B – GENERAL CONDITIONS

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 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 and Packaging of Supplies

- 24.1 All items under this contract are to be delivered to the Stores Department at 5599 Lynas Lane, Richmond, BC V7C 5B2 between the hours of 8:00am and 4:00 pm

PART B – GENERAL CONDITIONS

Monday through Friday. **The Stores Department requires that sweatpants, sweatshirts, shorts and t-shirts must be bagged and sealed individually in clear plastic**

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 – REQUIRMENTS

3/4 NYLON WORK JACKET with DETACHABLE HOOD

All ¾ Nylon Work Jackets shall conform to the following:

OUTER JACKET:*Shell:*

- SUPER HIPTEX *taslanized*, three ply nylon in dark navy.
- Visible White HIPTEX 2000 membrane waterproof breathable barrier laminated directly to the back of the outer shell fabric.
- Lining: 100% taffeta water-repellent nylon in black.

Construction:

- Hip length jacket.
- 30 inch long (regular sizes), 32 inch long (tall sizes).
- Telescopic sleeves for greater freedom of movement, longer garment life and versatility of fit for different body shapes.
- When the arms are at rest, the sleeve seam (where sleeve attaches to gusset) must align exactly with the armhole edge.
- When the arm is returning to the rest position after gusset extension (forward, upwards or backwards), the sleeve seam should once again realign with the armhole edge exactly.
- While at rest or in motion, the armhole should remain completely comfortable, with no pressure anywhere around armhole.

Zippers:

- Front zipper YKK Delrin two-way jumbo, black, up to collar points.
- Main zipper slider to have outer shell fabric loop one quarter inch wide by two & three-quarters of an inch long with the loop ends concealed and barracked.
- Bottom of zipper chains to be barracked for reinforcement.
- Sleeve zippers (underarm) shall be nylon, YKK black one-way, seven inches long, for added ventilation on two piece sleeve.
- Hidden pocket zipper, nylon YKK black one-way 6 ½ inches long, slider with black dangling "teardrop" puller.
- Two side zippers YKK nylon 2-way Black, 12 inches long with adjustable snap tab closure.
- One Black YKK nylon zipper for detachable liner.

Pockets:

- Two lower, double-entry pockets, 8 ¾ inch high (to top of pocket flap) x 7 inches wide with flaps fastened by concealed, 13 mm gunmetal black anodized dome fasteners and black Velcro (1" x 1") for storage and concealed side entry (6 inch opening minimum) for warmth.
- Hidden zipper closing pocket, under right front flap (8 inches deep x 6 ½ inches wide).
- Two upper pleated patch pockets 7 inches high (to top of pocket flap) x 5 ¼ inch wide with flaps fastened by concealed 13 mm gunmetal black anodized dome fasteners and black Velcro (1" x 1"). Left pocket flap has pencil slot at least ¾ inch wide with bar tacks at either end.
- Two inside pockets that can be accessed through slots in detachable liner. The inside pocket should have flaps (1" wide) and should measure 7 inches wide x 9 inches high (to top of pocket

PART C – REQUIRMENTS

flap). There shall be one dome fastener set one inch below the top of each pocket which connects to a corresponding dome fastener one inch below the slot on the liner.

- One cargo pocket on detachable liner, 7 inches wide x 8 ½ inches.
- All pocket openings and pocket flaps shall be bar tacked at both ends.

Epaulets:

- Fully detachable military-style epaulets on shoulders with stitched down ¼ inch straps.

Collar:

- High insulated storm collar with knit insert.

Cuffs:

- 2 ¼ inch wide cuffs, with genuine leather set into the edge, extending two mm below the cuff (uniformly along the cuff edge), with one 15mm black anodized dome fastener (female) to snap to two (male) snaps for adjustability.

Front Flaps:

- Double flaps (inner and outer) at front to top edge of collar for extra warmth with five concealed dome fasteners (15mm gunmetal anodized) with Polyester padding which is flexible and comfortable.

Side Openings:

- Side vent openings at each side seam with two-way 12-inch nylon zipper and bottom adjustable snap tabs, closing from back to front. All snaps should be securely placed.

Shoulder flashes:

- Shall be sewn on both shoulders (supplied by the Richmond Fire-Rescue Department).

DETACHABLE LINER:

Zip-out, 3M Thinsulate liner, (200 grams body, and 150 grams sleeves).

Sleeves shall have knit storm cuffs, and two dome fasteners to attach to outer jacket.

Trimmings:

- All visible trimmings, including thread and non-woven material must be black in colour.

Detachable Hood:

- Outer shell shall be taslanized three-ply nylon; insulation shall be 100% polyester; snap detachable.

PART C – REQUIRMENTS

Durability:

- All appropriate seams shall be over locked stitched.
- Both jacket and liner must be able to withstand repeated machine washings in warm water with no noticeable deterioration in stitching, colour, windproof-ness and waterproof-ness.

Labels:

- Care label shall state that *garments must be machine washable in warm water, hand dry.*

Warranty:

- Shall have a (3) three-year warranty on fabric and workmanship.

BELTS

- 1 ½ inch wide
- 8 or 9 ounces
- Full Grain waxed leather with grooved edge ridges and medal roller buckle
- Colour black

V-NECK SWEATERS

- Shall be 100% Acrylic made with "Cobmex Durapil" (pill controlled yarn exclusive of trim)
- Colour – Navy Blue.
- Elbow and shoulder protectors and shoulder epaulettes.

TIE

- Shall be 100% polyester.
- Colour: shall be Navy Blue.
- Pre-tied knot, with "clip-on" fastenings.

LIGHT JACKET

The lightweight jacket shall conform to the following specifications, or equivalent.

Shell:

- Shall be Hiptex Taslanized, two-ply nylon in dark navy with visible white Hiptex membrane laminated directly to the back of the shell fabric.
- A waterproof breathable barrier laminated directly on the back of the fabric. To meet the Richmond Fire-Rescue Department's needs, this barrier should exceed:
 - 120 psi in a high pressure water penetration test (Mullen tester),
 - 1000 cm² (10,000 mm) in a hydrostatic pressure test (Textest head tester),
 - 600 gr/m² * 24 hrs when tested for moisture vapour transmission (Procedure B).

PART C – REQUIRMENTS

- All Taslan seams to be seam taped and guaranteed waterproof.

Construction

- Shall be a waist-length bomber jacket (reversible to Hi-Vis Lime) with snap.
- Adjustable cuffs and knit waistband.
- 26” (regular sizes) and 28” (tall sizes).

Sleeves

- Telescopic sleeves are required.
- The sleeve seam (where the sleeve attaches to the gusset) shall align exactly with the armhole edge.
- The sleeve seam shall re-align exactly with the armhole edge when the arm returns to the rest position after gusset extension (forward, upward or backward).
- The armhole should remain completely comfortable with no pressure anywhere around the armhole while at rest or in motion.

Striping

- Retro-reflective 2” 3M silver striping Heat/Pressure transferred on (attachment of striping must not perforate the waterproof Hiptex 3000 barrier of the line fabric).
- Striping shall be in accordance with CSA Z96-02, class 2 standard: a symmetric “X” on the back, extending from the shoulders to the waist, two vertical stripes down the front from the shoulders to the waist and a horizontal stripe around the waist and around the lower sleeves. Gaps in striping (for front and side openings) shall not exceed 50 mm (2”) as required by this standard.

Zippers

- Front zipper shall be YKK #5 Vislon 1-way. Side zippers YKK #5 Vislon 1-way 9”. Both with reversible black sliders (1 puller).
- Sleeve access zippers shall be YKK #356 nylon coil 8”.
- Bottom of zipper chains shall be bartacked for reinforcement.

Pockets

- Two (2) double entry front pockets.
- Top opening pleated patch for storage (8 ½” x 6 ¾”), with concealed side entry for warmth (6” vertical).
- This patch shall be bartacked at both top edges as well as at the bottom of the side opening.
- This pocket shall be covered by a flap 2 ¼” wide at the outer edges and 2 7/8” at the centre point. These pocket flaps shall have two (2) anodized hidden dome snaps, sized 13mm and shall have interlining of non-woven material.

Pockets

- Two inside pockets that can be accessed through slots in detachable liner. The inside pocket should have flaps (1” wide) and should measure 7 inches wide x 9 inches high (to top of pocket flap). There shall be one dome fastener set one inch below the top of each pocket which connects to a corresponding dome fastener one inch below the slot on the liner.

Epaulets

- Attached epaulets with buttonhole and clack button shall be attached to shoulder seam.

Collar

- Shell material collar shall be 3 ½” high at midpoint, ¾” at collar points.

PART C – REQUIRMENTS

Cuffs

- Shall be 2 ¼” wide with one 15mm black anodized dome fastener (female) to snap two (2) male snaps for adjustability.

Side Openings

- Elasticized snap tab closure at side seams 4” long x ¾” wide with 15mm male dome snap which connects to two female snaps on knit waistband with reinforced shell material (1” square) set 2” away from the side zippers (front patch hidden).

Waistband

- Shall be black knit waistband 2 ¾” wide doubled.

Thread

- Navy spun poly, water repellent #40 core.

Stitching

- All stitching shall be lock-stitch. There shall be no less than three or no more than 4 stitches per cm. The beginning and ending of all stitching shall be securely backstitched or tacked unless secured by other stitching.

Shoulder Flashes

- Shall be sewn on both shoulders (supplied by Richmond Fire-Rescue Department).

Durability

- All appropriate seams shall be over-locked stitched. Jacket must be able to withstand repeated machine washings in warm water with no noticeable deterioration in stitching, colour, windproofness and waterproofness.

Labels

- Care label shall state: garment must be machine washable (warm), hang to dry.

Warranty

- Shall have a (3) three-year warranty on fabric and workmanship.

SHORTS

- “Russell Athletic” brand
- Legend plaited short;
- Cloth: 60 % cotton/40% Polyester;
- Colour – navy blue;
- V-notched sides;
- Multi-needle exposed elastic waistband with drawcord;
- 6” inseam;
- Richmond Fire-Rescue logo on left leg, artwork to be supplied by Richmond Fire-Rescue;
- Sizes S – XXXL required.

SERVICE CAPS (Baseball)

PART C – REQUIRMENTS

- Easy Fit/Flex Fit caps
- 98 % cotton and 2 % lycra blend fabric;
- colour – navy blue, silver stitching
- Richmond Fire-Rescue crest embroidered on front, artwork to be supplied by Richmond Fire-Rescue;
- Sizes (S/M, L/XL and XXL)

SOCKS

- Kodiak Athletic, Style: 628 M or equivalent (a sample must be submitted)
- Sizes: 10 – 13
- Colour: Black
- Blend: 81% Cotton, 15% Nylon, 3% Lycra (spandex), 1 % polyester
- No branding is required on socks

SWEATPANTS

- “Russell Athletic” brand
- Dri-Power Fleece Non-pocket pant;
- Colour – navy blue;
- Colours and Graphite: 50 % Cotton/50% Polyester;
- Oxford: 54 % Polyester/46% Cotton;
- Two-needle tunnel elastic waistband with inside drawcord;
- Elastic hem leg bottoms;
- Graded inseam;
- Richmond Fire-Rescue logo on left leg, artwork to be supplied by Richmond Fire-Rescue;
- Sizes S-XXXL required.

SWEATSHIRTS

- “Russell Athletic” brand
- Dri-Power fleece crew;
- Colour – navy blue;
- Colours: 50% cotton.50% polyester;
- Oxford: 54 % polyester/46% cotton;
- Dri-power moisture management fabric;
- Rib crewneck collar with V-Patch;
- Silk screened white “Maltese Cross” logo on left chest;
- “Richmond Fire-Rescue” across the back, artwork to be supplied by Richmond Fire-Rescue;
- Sizes S – XXXL required.

PART C – REQUIRMENTS

T-SHIRTS (SHORT AND LONG SLEEVES)

- “Hanes” Tagless ® T-Shirt (short sleeves) #5250
- “Hanes” Tagless T-Shirt (long sleeves) # 5586
- 100% ComfortSoft ® cotton, 10.2 ounce weight, pre-shrunk, ring-spun;
- Colour – navy blue;
- Tapered neck and shoulders;
- Lay flat collar;
- Tagless for ultimate neck comfort;
- Double-needle stitching throughout for increased durability;
- Quarter-turned body
- Silk screened white “Maltese Cross” logo on left chest;
- “Richmond Fire-Rescue” across the back;
- “Maple Left” logo on left sleeve, artwork to be supplied by Richmond Fire-Rescue
- Sizes S – XXXL required.

TURNOUT GEAR BAG

- Large bag w/red panel each side, finished size approx (30) thirty inches length x sixteen (16) inches height x fourteen (14) inches width.
- shall be constructed of heavy, waterproof, black sportlite nylon, 420 denier;
- heavy duty black polypropylene handles shall be constructed on the bag;
- two inches x 600# breaking strength all webbing shall be heat cut to prevent fraying;
- shall include snaps for closure at centre of top straps,
- shall include a heavy zipper #10 coil, self-healing, with two long tabs, and non-locking sliders at each end for locking security;
- the main zipper must extend down one end of the bag to the bottom, opening that end completely;
- large web hold tab to one end of zipper line for finger gripping, the other end of the bag shall have a single plastic one inch “D” ring, secured to the bag with a tab;
- heavy back welting shall be used for the piping on the perimeter and double sewed for strength;
- all thread shall be used of nylon 69 type, bonded and tensile strength of approximate 23#;
- red panels shall be constructed of 420 denier nylon, waterproof, and wide enough to allow silk-screening on one side in one inch white letters, “RICHMOND FIRE-RESCUE”;
- Other side of bag will have same type of panel with the member’s name silk-screened in one inch white letters;
- inside of bag near top centre of one side will have a small pocket for miscellaneous items, approx. size six inches by eight inches.

PART C – REQUIRMENTS

PART C – REQUIRMENTS

UNDERWEAR # 1

- *Stanfield's #2564* Trunk Brief
- 95% cotton and 5% spandex
- Fitted, no fly boxer brief in stretch cotton with double pouch front
- Machine washable
- Sizes S – XL
-

UNDERWEAR # 2

- *Stanfield's #2508* Midway Boxer Briefs
- 100% combed cotton.
- Mid thigh length leg, banded hem
- Signature logo elastic with soft plush back waist band
- Panel front with taped fly opening, pouch design
- 1” x 1” rib knit
- Machine washable
- Sizes S - XL

SPECIAL CONDITIONS

Garments supplied must be of equal quality, style and colour of those presently worn by Richmond-Fire Rescue personnel (can be viewed at No. 1 Fire Hall, Richmond).

1. Bidders shall supply cloth samples of all fabrics to be used in their proposed garments. Samples of cloths to be used must be labelled with the following information:
 - a. Name of Bidder
 - b. Description of Material
 - c. Place of Origin
2. Bidders shall be prepared to submit with their quotations, samples of clothing for inspection by the Richmond Fire-Rescue Clothing Committee.
3. Bidders shall state latest delivery date of garments and must remember that full deliveries must be received by Richmond Fire-Rescue no later than sixty (60) days from receipt of purchase order.
4. As the sweat pants must match the sweat shirts, the bidder shall provide pricing on both items.

PART D – QUOTATION

PART D – QUOTATION FORM

Quotation Form

Purchasing Section
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 \$ _____

PAYMENT TERMS _____ **EARLY PAYMENT TERMS** _____

The above price includes and covers duties, handling and transportation/freight charges, and all other charges incidental to and forming part of this Quotation except for H.S.T.

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

Schedule of Quantity and Prices

The City shall pay in Lawful money of Canada the amount shown for the following items subject to the conditions of the Contract Documents. This quantities are estimated annual quantities only. Under unit price, list the price for an XL (Extra Large) item. **Due to limited storage, goods will be ordered on an as required basis.**

ITEM	DESCRIPTION	*QUANTITY	UNIT PRICE	EXTENSION
1	¾ Nylon Work Jacket c/w Hood	35		
2	Leather Belts/Black	102		
3	V-Neck Sweaters	48		
4	Tie	15		
5	Light Jacket	25		
6	Gym Shorts	145		
7	Service Cap (Baseball)	67		
8	Socks	933		
9	Sweat Pants	178		
10	Sweat Shirts	123		
11	T-Shirts (Short Sleeves)	650		
12	T-Shirts (Long Sleeves)	650		
13	Turnout Gear Kit Bag	78		
14	Underwear (both # 1 & 2)	637		

Subtotal \$ _____

HST \$ _____

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

Payment Terms _____

Early Payment Terms _____

Price Fluctuations for Subsequent Terms of the Contract

Term	Date	% increase or decrease (please specify)
2	June 1, 2012 – May 31, 2013	
3	June 1, 2013 – May 31, 2014	
4	June 1, 2014 – May 31, 2015	
5	June 1, 2015 – May 31, 2016	

PART D – QUOTATION FORM

Stores Item No.	Item Description	Estimated Annual Quantity	Unit Price
S300075	RFR - 3/4 Nylon Work Jacket Large Regular	11	\$
S300076	RFR - 3/4 Nylon Work Jacket Large Tall	7	\$
S300072	RFR - 3/4 Nylon Work Jacket Med. Regular	3	\$
S300074	RFR - 3/4 Nylon Work Jacket Med. Tall	2	\$
S300079	RFR - 3/4 Nylon Work Jacket XL Regular	3	\$
S300080	RFR - 3/4 Nylon Work Jacket XLarge Tall	7	\$
S300082	RFR - 3/4 Nylon Work Jacket XXLarge Regular	1	\$
S300083	RFR - 3/4 Nylon Work Jacket XXLarge Tall	1	\$
S300204	RFR - Cap Navy/Silver L/XL	56	\$
S300203	RFR - Cap Navy/Silver S/M	8	\$
S300095	RFR - Cap Navy/Silver XXL	3	\$
S300103	RFR - Leather Belt Sz 32	6	\$
S300105	RFR - Leather Belt Sz 34	23	\$
S300102	RFR - Leather Belt Sz 36	33	\$
S300104	RFR - Leather Belt Sz 38	18	\$
S300108	RFR - Leather Belt Sz 42	11	\$
S300110	RFR - Leather Belt Sz 44	4	\$
S300114	RFR - Leather Belt Sz 48	4	\$
S300150	RFR - Light Jacket Reg. Large	7	\$
S300152	RFR - Light Jacket Reg. XLarge	9	\$
S300154	RFR - Light Jacket Reg. XXLarge	1	\$
S300156	RFR - Light Jacket Tall Large	2	\$
S300158	RFR - Light Jacket Tall XLarge	5	\$
S300160	RFR - Light Jacket Tall XXLarge	1	\$

PART D – QUOTATION FORM

Stores Item No.	Item Description	Estimated Annual Quantity	Unit Price
S300210	RFR - Sweater V-Neck Navy Large	19	\$
S300209	RFR - Sweater V-Neck Navy Med	4	\$
S300208	RFR - Sweater V-Neck Navy Small	1	\$
S300211	RFR - Sweater V-Neck Navy XLarge	17	\$
S300212	RFR - Sweater V-Neck Navy XXLarge	5	\$
S300092	RFR - Uniform Tie	13	\$
S300204	RFR - Ball Cap Navy/Silver L/XL	56	\$
S300096	RFR – Gym Bag (Turn Out Gear Kit)	78	\$
S300067	RFR - Gym Shorts Large	56	\$
S300064	RFR - Gym Shorts Med	16	\$
S300061	RFR - Gym Shorts Small	4	\$
S300070	RFR - Gym Shorts XLarge	52	\$
S300073	RFR - Gym Shorts XXLarge	17	\$
S300052	RFR - Sweat Pant Large	37	\$
S300049	RFR - Sweat Pant Med	4	\$
S300046	RFR - Sweat Pant Small	1	\$
S300055	RFR - Sweat Pant XLarge	76	\$
S300058	RFR - Sweat Pant XXLarge	55	\$
S300037	RFR - Sweat Shirt Large	19	\$
S300034	RFR - Sweat Shirt Med	6	\$
S300031	RFR - Sweat Shirt Small	1	\$
S300040	RFR - Sweat Shirt XLarge	59	\$
S300043	RFR - Sweat Shirt XXLarge	35	\$

PART D – QUOTATION FORM

S300044	RFR - Sweat Shirt XXXLarge	3	\$
S300022	RFR - Tee Shirt L/S Large	73	\$
S300019	RFR - Tee Shirt L/S Med	20	\$
S300016	RFR - Tee Shirt L/S Small	1	\$
S300025	RFR - Tee Shirt L/S XLarge	80	\$
S300028	RFR - Tee Shirt L/S XXLarge	23	\$
S300029	RFR - Tee Shirt L/S XXXLarge	3	\$
S300007	RFR - Tee Shirt S/S Large	232	\$
S300004	RFR - Tee Shirt S/S Med	70	\$
S300001	RFR - Tee Shirt S/S Small	7	\$
S300010	RFR - Tee Shirt S/S X Large	176	\$
S300013	RFR - Tee Shirt S/S XX Large	50	\$
S300014	RFR - Tee Shirt S/S XXX Large	8	\$
S300094	RFR - Work Sock Black	933	\$

PART D – QUOTATION FORM

Undertaking of Liability Insurance

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

Dear Sirs:

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

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

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

EXCEPTIONS:

Dated at _____, British Columbia, this ____ day of _____, 2011.

BY: _____ TITLE: _____

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

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

PART 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