



REQUEST FOR QUOTATION 4804Q

SUPPLY & DELIVERY OF 2 (TWO) PORTABLE CHANGABLE MESSAGE SIGN TRAILERS

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

12:00 Noon, local time on Wednesday, September 4, 2013

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

email: purchasing@richmond.ca

The deadline for all enquiries is **12:00 pm local time, on Thursday, August 28th, 2013**
The City reserves the right not to answer any questions received after this time.

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**REQUEST FOR QUOTATION 4804Q
SUPPLY & DELIVERY OF TWO (2) PORTABLE CHANGABLE MESSAGE SIGN
TRAILERS**

Name of Bidder: _____

Address: _____

City: _____

Province: _____

Postal Code _____

Telephone
Number: _____

Contact Person: _____

Title: _____

Email Address: _____

Fax Number: _____

PART A – INSTRUCTIONS TO BIDDERS

1.0 Description of Requirement

- 1.1 Quotations are invited for supply & delivery of 2 (two) Portable changeable Message Sign Trailers (the “Unit”) as set out herein, for the City of Richmond (The “City”).
- 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 Pricing

- 2.1 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.

3.0 Inquiries and Clarifications

- 3.1 Inquiries are to be in written form only and e-mailed to the contact persons shown on the cover page. If required, an amendment or addendum may be issued to Bidders. However, it is the sole responsibility of the Bidder to thoroughly examine these documents, and amendments and addenda and to satisfy itself as to the full Requirements of this RFQ.
- 3.2 The City, its agents, consultants, elected officials and employees shall not be responsible for any information given by way of oral or verbal communication.
- 3.3 The City will only respond to questions that are submitted in writing. Any questions that are received and answered by City Staff that affect the RFQ process, any interpretation of, additions to, deletions from, or any other corrections to the RFQ, may be issued as written addenda by the City. 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 e-mailed to the contact person shown on the cover page. It is the sole responsibility of the potential Proponents to check the following websites to ensure that all available information has been received prior to submitting a Quotation:
 - 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>
- 3.4 The decision to issue or not issue an addendum is entirely at the sole discretion of the City.

- 3.5 Each addendum will be incorporated into and become part of the RFQ document. No amendment of any kind to the RFQ is effective unless it is contained in a written addendum issued by the City's Purchasing Section.
- 3.6 The City, its agents and employer shall not be responsible for any information given by way of oral or verbal communication

4.0 Submission of Quotation

- 4.1 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.
- 4.2 Quotations received after the Closing Time or in locations other than the address indicated, may not be accepted and may be returned unopened.
- 4.3 The Bidder shall submit 3 (three) copies of its Quotation in accordance with the instructions stated herein.
- 4.4 The Bidder shall enter its corporate or legal business name on the final page of the Quotation Form. The Quotation Form shall 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 shall be initialled by the authorized signatory.
- 4.5 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.
- 4.6 Quotations may be withdrawn by written notice only, provided such notice is received at Information Counter, Main Floor, Richmond City Hall, addressed to the Purchasing Section, 6911 No. 3 Road, Richmond, BC, V6Y 2C1, prior to Closing time.
- 4.7 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.
- 4.8 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.

5.0 Conflict of Interest

- 5.1 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.

6.0 Evaluation of Quotations

- 6.1 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 life cycle cost (transaction price, estimated residual value, operating cost including maintenance, repair and fuel costs) warranty, and any other life cycle considerations;
 - c) the Bidder's ability to meet the delivery timelines set out herein;
 - d) 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;
 - e) financial stability;
 - f) equipment quality, configuration, age and condition; and
 - g) the completeness and detail of the quotation including but not limited to the organization and general appearance of the quotation, compliance with quotation instructions; and,
 - h) any other criteria set out in the RFQ.
- 6.2 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 2 (two) fiscal years.

- 6.3 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.
- 6.4 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.
- 6.5 Preference may be given to Quotations offering environmentally beneficial products or services. Specifically, in accordance with the City's Sustainable Green Fleet Policy 2020, vehicles with highest fuel efficiency and cost effectiveness based on considerations of life-cycle costing and financial investment requirements and vehicles which maximize the use of alternative fuels and technologies will be considered

7.0 Acceptance and Rejection of Quotations

- 7.1 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.
- 7.2 All Quotations shall be irrevocable and remain open for a minimum of 60 (sixty) days after the Closing Time, whether or not another Quotation has been accepted.
- 7.3 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.

8.0 Award of Contract

- 8.1 Award of a Contract is contingent on funds being approved and the contract award being made by the appropriate City authority.
- 8.2 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.
- 8.3 Where the head office of the successful Bidder is located within the City and/or where the successful Bidder is required to perform the Service at a site located within the City, the successful Bidder is required to have a valid City business license prior to Contract execution.
- 8.4 The City is not under any obligation to award a Contract and may elect to terminate this RFQ at anytime.

9.0 Publication of the Results of the Request for Quotation

- 9.1 The City will publish the name of the successful Bidder on the websites listed in Section 3.3. No other notices will be issued by the City. Bidders shall visit these websites to obtain the results of this Request for Quotation.

10.0 Quantities

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

11.0 Alternates and/or Variations to Specifications

- 11.1 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.

11.2 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 in the same format as the initial Quotation.

11.3 The City is not obligated to accept any alternatives.

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

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

12.1 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.

13.0 Confidentiality

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

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

14.0 Insurance

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

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

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

PART B – GENERAL CONDITIONS

PART B – GENERAL CONDITIONS

1.0 Definitions

- 1.1 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.
- 1.2 “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;
- 1.3 “Bidder” means the individual, partnership, corporation or combination thereof, including joint ventures, who or which sign the Quotation form set out in Part D of this RFQ;
- 1.4 “City” means the municipal corporation, generally known as the City of Richmond.
- 1.5 “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;
- 1.6 “Closing Time” means the closing date, time, and place as set out on the title page of this RFQ;
- 1.7 “Contract” means the agreement formed between the City and the Contractor as evidenced by the purchase order issued to the Contractor by the City;
- 1.8 “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;
- 1.9 “Contractor” means the successful Bidder individual, partnership, corporation or combination thereof, including joint ventures, who or which is awarded the Contract;
- 1.10 “Delivery Date” means the date the City requires the Contractor to deliver the goods to the City’s Delivery Site;
- 1.11 “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

PART B – GENERAL CONDITIONS

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.”;

- 1.12 “Goods” means all the labour, materials, equipment, supplies, services and other items necessary for the execution, completion and fulfilment of the Requirements;
- 1.13 “GST” means the goods and services tax administered under the Excise Tax Act (Canada) and any successor tax or levy therefore in force from time-to-time ;
- 1.14 “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.
- 1.15 “PST” means British Columbia provincial sales tax and any successor tax or levies therefor in force from time-to-time;
- 1.16 “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;
- 1.17 “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;
- 1.18 “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;
- 1.19 “Unit” means all the labour, materials, equipment, supplies, services and other items necessary for the execution, completion and fulfilment of the Requirements;
- 1.20 “Work” means all the labour, materials, equipment, supplies, services and other items necessary for the execution, completion and fulfilment of the Requirements.

2.0 Personnel

- 2.1 **Qualified Personnel:** The Contractor will provide only professional personnel who have the qualifications, experience and capabilities to perform the Work

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3.0 Sub-contractors

- 3.1 All sub-contractors are the responsibility of the Contractor.
- 3.2 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.
- 3.3 The Contractor agrees to ensure performance by every sub-contractor with the terms and requirements of the Contract Documents.
- 3.4 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.
- 3.5 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”).
- 3.6 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.
- 3.7 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.

4.0 Independent Contractor

- 4.1 The Contractor, it’s 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.

5.0 Assignment

- 5.1 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.
- 5.2 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

PART B – GENERAL CONDITIONS

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.

- 5.3 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.

6.0 Time of the Essence

- 6.1 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.

7.0 Laws, Permits and Regulations

- 7.1 The laws of British Columbia shall govern the Contract.
- 7.2 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.

8.0 Inspection

- 8.1 The Goods are subject to inspection and in case is 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.
- 8.2 The City shall be the final judge of the Goods in respect of both quality and quantity and its decisions of all questions in dispute with regard thereto will be final.
- 8.3 The City will not be deemed to have accepted the Goods by virtue of a partial or full payment for it or prior inspection at the Contractor's facility.

9.0 Responsibility For Supplies

- 9.1 The Contractor shall be responsible for the Unit covered by this contract until they are delivered at the designated delivery point, regardless of the point of

PART B – GENERAL CONDITIONS

inspection; and the Contractor shall bear all risks of loss or damage to rejected supplies after notice of rejection.

- 9.2 Upon delivery of the Goods, the title shall pass from Contractor to the City. Passing of title shall not constitute acceptance of the Goods by the City.
- 9.3 Upon delivery of the Goods, the Contractor's responsibility for loss or damage shall cease, except for loss or damage resulting from Contractor's negligence

10.0 Quality of Workmanship and Materials

- 10.1 The Contractor shall perform services associated with the Goods with the degree of care, skill and diligence normally applied in the performance of work of a similar nature and in accordance with sound current professional practices and conforming to the requirements set out in the RFQ.
- 10.2 The Contractor shall ensure that 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.
- 10.3 The Contractor shall ensure that 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.
- 10.4 The whole of the Work and the manner of performing this Contract shall be done to the entire satisfaction and approval of the City, and it shall be the sole judge of the work and materials in respect of both quality and quantity, and its decision with regard to work or materials, or as to the meaning and intention of this Contract, or any part or parts thereof, shall be binding and final upon the Contractor.
- 10.5 All work shall be done in strict conformity with the Contract Documents and drawings which form a part of the Contract. The intent of the contract documents is to include all labour, materials, equipment, services, supplies and all the things necessary for the proper and complete execution of the work.
- 10.6 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.
- 10.7 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

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11.0 Warranty

- 11.1 The Contractor warrants that the Goods 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).
- 11.2 The Contractor further warrants that the Goods is of merchantable quality, and fit for the intended use and will perform according to the requirements set out in the RFQ.
- 11.3 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.
- 11.4 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.
- 11.5 The Contractor warrants that its employees have the qualifications, experience, knowledge, skills and abilities necessary for the fulfilment of the Contract.

12.0 Indemnification and Insurance

- 12.1 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.
- 12.2 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.
- 12.3 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.
- 12.4 The Contractor will indemnify, hold, and save harmless the City from and against all claims, losses, damages, costs, actions, and other proceedings, made,

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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

12.5 The Contractor shall, at his own expense, through the terms of the contract secure, maintain, and pay for the following coverage:

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 coverage:

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 - Intentionally Omitted

12.6 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 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.

12.7 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

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provisions shall not limit the insurance required by Municipal, Provincial, or Federal law

- 12.8 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.
- 12.9 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.

13.0 Termination

- 13.1 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 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.
- 13.2 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).

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13.3 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.

14.0 Payments

14.1 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.

15.0 Taxes

15.1 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).

15.2 Invoices shall show the appropriate amounts for GST and PST

16.0 Liens

16.1 The Contractor shall fully 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 inequity or to any claim or liability under the Builders Lien Act, or to any attachment for debt, garnishee process, or otherwise

17.0 Patent Fees

17.1 The Contractor shall pay all royalties and licence fees and shall save the City harmless from loss on account of suits or claims of infringement of patents in the doing of the work.

18.0 Conduct of the Contract

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

19.0 Rectification of Damage and Defects

19.1 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.

20.0 Failure to Perform

- 20.1 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.
- 20.2 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.

21.0 Dispute Resolution

- 21.1 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.
- 21.2 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.
- 21.3 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.
- 21.4 The procedure set out in this section is not meant to preclude or discourage informal resolution of disagreements between the City and the Contractor.

22.0 Delivery

- 22.1 Deliveries shall be made to 5599 Lynas Lane Fleet Garage in the City of Richmond between the hours of 7:30 AM and 4:00 PM on any normal working day.

PART B – GENERAL CONDITIONS

23.0 Changes in Requirements

- 23.1 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.
- 23.2 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.

City of Richmond
 RFQ No. 4804Q - Supply & Delivery of 2 (Two) Portable Changeable Message Sign Trailers

PART C – REQUIREMENTS

OVERVIEW

The City of Richmond requires 2 (Two) Portable Message Board Trailers to be used on roadway work zones, public events, traffic control and emergency response

The requirement is for a changeable message sign that has a three line message display and or a full matrix sign. The units shall have a solar charging systems and a remote video monitoring system and remote programming capability.

CITY OF RICHMOND REQUIREMENTS	BIDDERS TO DESCRIBE ITEMS QUOTED
<p>STATE:</p>	<p>Make:</p> <p>Model:</p> <p>Year:</p>
<p>A. <u>DISPLAY CABINET</u></p>	<p>STATE</p>
<p>- The unit shall have a weather-resistant cabinet that contains display modules and related electronics with hinged door and display window that protects electronics and provides access for maintenance. This cabinet must also be lockable.</p>	
<p>- The unit shall have a hydraulic lift that raises the display cabinet with a hydraulic power unit that pressurizes a cylinder that is lowered by controlled gravity return that is driven by an electric motor. As well as a hand pump that can raise and lower the sign if batteries go dead and the hydraulic lift fails to operate.</p>	

City of Richmond

RFQ No. 4804Q - Supply & Delivery of 2 (Two) Portable Changeable Message Sign Trailers

PART C – REQUIREMENTS

<u>A. DISPLAY CABINET(Cont'd)</u>	STATE
- The display shall be constructed of aluminum and the panels should be riveted together with internal ribs to add lateral strength.	
- Cabinet door should also be aluminum with stainless steel hinges.	
- Cabinet and doors finish should be coated with oven-baked black powder- coat to ensure corrosion protection.	
- All wiring connectors and procedures are to follow all CSA standards the wiring service loop from the control box to the display cabinet should be routed inside a waterproof loom and P clamped to trailer frame which allows for a 360 degree rotation.	
- Ventilation fans should be located in order to circulate air into, throughout the cabinet to cool electrical components with a duct in cabinet to allow even air flow.	
- When the cabinet is lowered for transport the display cabinet must be secured and supported. Advise transport storage details.	

PART C – REQUIREMENTS

B. <u>DISPLAY MATRIX</u>	STATE
<ul style="list-style-type: none"> - The display matrix should be comprised of a series of display modules laid out in a grid across the inside of the display cabinet. 	
<ul style="list-style-type: none"> - Each module should have a grid of LED’s installed on its face. 	
<ul style="list-style-type: none"> - All modules should have quick connect connector for easy servicing and all wiring should terminate at a single terminal strip inside the display cabinet. 	
<ul style="list-style-type: none"> - <u>Pixels</u> The display should have approximately a 47MM pixel pitch, horizontal and vertical. 	
<ul style="list-style-type: none"> - <u>LED characters</u> Unit should be capable of displaying approximately 56 LED characters with sunshades. 	
<u>C. TRAILER FOR MESSAGE BOARD</u>	STATE
<ul style="list-style-type: none"> - The trailer frame should be constructed of rectangular steel tubing 2” x 3” c/w 3/16” wall. 	
<ul style="list-style-type: none"> - A heavy duty bolt on steel fenders with splash panel should be on each frame. 	
<ul style="list-style-type: none"> - Frame should be coated with oven-baked, safety orange, powder-coat finish to ensure durability and corrosion protection. 	

City of Richmond

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PART C – REQUIREMENTS

<u>C.TRAILER FOR MESSAGE BOARD (Cont'd)</u>	STATE
- The trailer capacity should be a minimum of 1800lbs.	
- Tie-downs should be located on each corner of frame.	
- The trailer should have double-eye leaf springs.	
- The trailer width should provide stability in high winds.	
- Jack should be top-wind swivel, minimum 750lb capacity with caster wheels.	
- The tow hitch should have a standard 2-inch ball coupler tow-hitch. SAE Class 2, 3500 capacity that bolts to the drawbar and is removable and replaceable.	
- Unit shall have tow chains with proof coil chains assembly with latching hooks for towing with quick connectors.	
- Wiring to be sealed, moulded cable assembly plugs that plug into the harness under the trailer connecting drawbar wiring to trailer wiring. With a 4 flat moulded connector plugs into tow vehicle.	
- Stabilizer Jacks and four swivel jacks, each with 2000-lb. Capacity should be mounted on corners of trailer frame.	
- Tail lights The unit requires two sealed, combination stop, turn and taillights.	

City of Richmond

RFQ No. 4804Q - Supply & Delivery of 2 (Two) Portable Changeable Message Sign Trailers

PART C – REQUIREMENTS

<u>C.TRAILER FOR MESSAGE BOARD (Cont'd)</u>	STATE
<ul style="list-style-type: none"> - Trailer plug shall have 4 – way flat moulded connector on harness. 	
<ul style="list-style-type: none"> - Licence plate shall have a lighted plate holder mounted on the rear of the trailer. 	
<p>Safety Reflectors</p> <ul style="list-style-type: none"> - Unit shall have amber reflectors on the side of trailer near the front and red reflectors near the rear. Rear of the trailer should also have reflective tape for increase visibility. 	
<ul style="list-style-type: none"> - Swivel base- The steel tubular weldment should be bolted to the trailer frame. The outer tower section should rotate inside the swivel base and be constructed in a manner that reduces friction and wear. 	
<ul style="list-style-type: none"> - The height of the unit should be approx. 82” at full deployment from the ground to the bottom of the display. 	
<ul style="list-style-type: none"> - Message board should rotate by hand that can pivot 360 degrees on tower with can be locked with an adjustable lever that operates a mechanical friction calliper and disk brake. 	
<ul style="list-style-type: none"> - A sight tube for aiming the message sign to desired location should be mounted to the tower mast. 	

City of Richmond

RFQ No. 4804Q - Supply & Delivery of 2 (Two) Portable Changeable Message Sign Trailers

PART C – REQUIREMENTS

<u>C.TRAILER FOR MESSAGE BOARD (Cont'd)</u>	STATE
<ul style="list-style-type: none"> - Winch assembly shall have a minimum capacity of 1400 lbs with a safety friction brake that would prevent display cabinet from falling if operator loses grip on winch handle. The winch cable should be minimum ¼” galvanized aircraft cable. 	
<p><u>Frame</u></p> <ul style="list-style-type: none"> - The unit shall have a heavy duty reinforced channel type frame rail with rail top clear. State frame rail yield strength 	
<p><u>D.TIRES</u></p> <p>The unit shall have premium quality front and rear tires required:</p> <ul style="list-style-type: none"> -Front steer tires: 11R22.5 with load range G (14 ply). -Rear traction tire: 11R22.5 with load range G (14 ply tires) and lug tread. <p>STATE Type and size</p>	STATE
<p><u>E.POWER SYSTEM</u></p>	STATE
<ul style="list-style-type: none"> - Solar panels are required to automatically charge batteries without intervention and system shuts down once solar panel charging system batteries are fully charged. 	
<ul style="list-style-type: none"> - Unit shall have the ability to charge using solar panels as well as electrical power. 	

City of Richmond
 RFQ No. 4804Q - Supply & Delivery of 2 (Two) Portable Changeable Message Sign Trailers

PART C – REQUIREMENTS

<u>E.POWER SYSTEM(Cont'd)</u>	STATE
<ul style="list-style-type: none"> - The system shall be equipped with two cooling fans in order to prevent the battery charger and electrical components in the cabinet from overheating. 	
<ul style="list-style-type: none"> - A duct should also be located in the cabinet to ensure even airflow. The cabinet should also be waterproof to prevent water or moisture from affecting the electrical components. 	
<ul style="list-style-type: none"> - The compartment locating the battery and wiring <u>must</u> be able to be securely locked to prevent unauthorized access. 	
<p><u>F.LIGHTING</u></p> <p>Unit shall be equipped with LED lighting and must meet CSA (Canadian Safety Standards)</p> <p>STATE</p> <p>List all LED lighting</p>	STATE

City of Richmond

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PART C – REQUIREMENTS

<u>G.SOFTWARE</u>	STATE
All programming of the message board should be operated through a user friendly software module. This unit should be able to be programmed on the unit using a control console as well as have the ability to be programmed remotely.	
Software should enable a variety of different fonts and saved predetermined messages.	
Controller software should have secure levels of password protection.	
The ability to have pre-programmed function keys on keyboard to allow quick message changes is preferred.	
When programming it is important to allow for WYSIWYG (What you see is what you get).	
<u>H.CONTROL CONSOLE:</u>	STATE
- The unit shall contain an onboard computer for programming and running sign display, so no laptop is required. The on board computer should be located inside a locked control box.	
- A night time panel light should be located in the control box that is powered on when the door opens that will illuminate the control panel and manual area for night-time reading.	

City of Richmond

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PART C – REQUIREMENTS

<u>H.CONTROL CONSOLE (Cont'd):</u>	STATE
<ul style="list-style-type: none"> - The programming software should also be able to be loaded on a remote computer that can transmit changes remotely as required. 	
<ul style="list-style-type: none"> - The unit should have five (5) serial ports, two USB ports and one Ethernet port. 	
<ul style="list-style-type: none"> - The unit should be equipped with a real-time clock with an extended life battery. 	
<u>I. TRAINING</u>	STATE
<ul style="list-style-type: none"> - Each training instructor must be factory certified to train and have at least one year of operation/repair/service experience with the Unit being supplied. All training session(s) 5599 Lynas Lane. Richmond BC. Maintenance training to include two identical sessions outlining prescribed maintenance, diagnostics, and most common repair procedures for the Unit. 	
<ul style="list-style-type: none"> - One session to take place between the hours of 7am and 3pm and another between the hours of 3pm and 11pm in both cases on a business day and will be provided on the date selected by the City of Richmond. The City of Richmond will give the Contractor at least seven (7) days' prior written notice 	

City of Richmond
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PART C – REQUIREMENTS

<u>I. TRAINING(Cont'd)</u>	STATE
<p>of the scheduled time and will endeavour to schedule the sessions within two weeks before or two weeks after the arrival of the first Unit(s) to the Delivery Site.</p> <p>Operator training to include two identical sessions outlining all information needed for an operator to safely and efficiently operate the Unit and will be scheduled by the City of Richmond and will be provided on the date selected by the City of Richmond. The City of Richmond will give the Contractor at least seven (7) days' prior written notice of the scheduled time and will endeavour to schedule the sessions within two (2) weeks before or two weeks after the arrival of the Unit(s) to the Delivery Site.</p>	
<p><u>State:</u></p> <ol style="list-style-type: none"> 1. If complies. 2. Course outline/subject description for maintenance training sessions 	
<u>J. MANUALS</u>	STATE
<p>Manuals for each Unit shall include:</p>	
<p>Software and configuration manuals</p>	
<p>Service/maintenance manuals.</p>	

City of Richmond
 RFQ No. 4804Q - Supply & Delivery of 2 (Two) Portable Changeable Message Sign Trailers

PART C – REQUIREMENTS

<p>K. <u>DEMONSTRATION</u></p>	<p>STATE</p>
<p>A demo of the tendered Unit shall be provided to the City of Richmond upon request for evaluation purposes within two weeks from the request of the Fleet Services Supervisor. Demo to take place with City of Richmond crews at City of Richmond site as determined by the Fleet Services Supervisor.</p>	
<p>STATE</p>	
<ul style="list-style-type: none"> - If an identical demo unit is available as stated above. 	
<ul style="list-style-type: none"> - Earliest demo date. 	
<ul style="list-style-type: none"> - Location of the demo unit. 	
<p>L. <u>DELIVERY</u> The Units shall be delivered FOB to City of Richmond Public Works Yard at 5599 Lynas Lane. The City of Richmond prefers delivery within 60 days after the date receipt of order to the successful Tendered.</p> <p>STATE</p>	<p>STATE</p>
<p>1. If Units will be delivered FOB to the requested location.</p>	
<p>2. Number of days from date of receipt of order to the date of delivery.</p>	

City of Richmond

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PART C – REQUIREMENTS

<u>M. OPTIONS:</u>	
<u>1. Cellular modem</u>	STATE
The unit shall have a remote communications package to enable the message sign to be monitored, programmed and diagnosed from a remote location to save on travel time.	
State options available.	
<u>2.Remote Video traffic monitoring package</u>	STATE
This should allow for the ability to monitor activity around the trailer remotely, using a video camera and computer with an Internet connection. The video camera should be able to be panned, tilted and zoomed by a operator remotely.	
<u>3.Camera</u>	STATE
- The camera should be domed for day and night usage that can pan, tilt and zoom. The pan movement should be able to have a 360 degree continuous rotation and have autofocus technology for video quality.	
- State details and costs of items required for the options listed above technologies including power supply increases, server and software requirements.	

City of Richmond

RFQ No. 4804Q - Supply & Delivery of 2 (Two) Portable Changeable Message Sign Trailers

PART C – REQUIREMENTS

<u>M. OPTIONS (Cont'd)</u>	
<u>4.Extended Warranty</u> <u>State:</u> Provide terms of optional extended vehicle and component warranty (i.e. engine, transmission).	STATE
<u>5.Parts and services guarantees</u> complete with minimum standards quantifying the delivery of parts and services? <u>State:</u> <ul style="list-style-type: none"> - Describe your performance guarantees. - Costs 	STATE
N. MISCELLANEOUS	STATE
1. <u>Government Regulations</u> The unit must comply with all government regulations and requirements for operation within BC. STATE DETAILS:	
- Work Safe BC Regulations	
- Federal Government Motor Vehicle Safety Regulations.	
- BC Motor Vehicle Act and Regulations.	

RFQ No. 4804Q - Supply & Delivery of 2 (Two) Portable Changeable Message Sign Trailers
PART D – QUOTATION FORM

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:

DESCRIPTION	UNIT COST	EXTENSION
Portable Changeable Message Sign Trailers	\$ _____ (1 unit)	\$ _____ (2 units)
	Goods and Service Tax	\$ _____
	Provincial Sales Tax	\$ _____
	Total Cost	\$ _____

Payment Terms _____ **Early Payment Discount** _____

The above price includes and covers duties, handling and transportation charges, and all other charges incidental to and forming part of this Quotation, and GST and PST are expressed separately.

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

RFQ No. 4804Q - Supply & Delivery of 2 (Two) Portable Changeable Message Sign Trailers
PART D – QUOTATION FORM

Name of Bidder: _____

Address: _____

Telephone No: _____

Name, Signature, and
Title of Signing
Officer: _____

Date: _____

E-mail: _____

Web Address: _____

RFQ No. 4804Q - Supply & Delivery of 2 (Two) Portable Changeable Message Sign Trailers
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 _____, 2012.

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.

RFQ No. 4804Q - Supply & Delivery of 2 (Two) Portable Changeable Message Sign Trailers
 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

RFQ No. 4804Q - Supply & Delivery of 2 (Two) Portable Changeable Message Sign Trailers
PART D – QUOTATION FORM

List of Subcontractors

List of Sub-Contractors

The Respondent 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 Respondent 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 Respondent 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)