



**Contract 3128Q**

**Supply and Delivery of Three (3) Regular Cab & Chassis One-Ton Trucks 4-WD**

Bidders are requested to respond to this Quotation call as instructed subject to the provisions contained herein.

Name of Bidder: \_\_\_\_\_

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

City: \_\_\_\_\_

Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Fax No.: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

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### Instructions to Bidders

1. Sealed quotations, plainly marked on the envelope:

**CONTRACT 3128Q - SUPPLY AND DELIVERY OF THREE (3) REGULAR CAB  
& CHASSIS 1-TON TRUCKS 4-WD**

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:

**Monday, January 7, 2007**

2. Quotations received in the office of the Purchasing Section after the above-mentioned time and date will be returned unopened.
3. Quotations must be submitted on the attached Forms and be authorized by a signing officer of the Bidder's company. The entire Request for Quotation must be returned to the City.
4. This Document with completed Forms will become part of the Contract Documents between the City and the successful Bidder.
5. The City reserves the right to accept all or any part of a quotation or to waive irregularities at their own discretion. The lowest or any quotation will not necessarily be accepted.
6. In accordance with the City's Procurement Policy 3104, award of bids shall be based on:
  - (i) The lowest total cost of acquisition,
  - (ii) Experience of the bidder,
  - (iii) Bidder's references of performance on previous similar contracts,
  - (iv) The bidder's financial resources,
  - (v) Bidder's capability of supervision, staffing and use of subcontractors,
  - (vi) Bidder's ability to meet City specifications and performance criteria,
  - (vii) Any additional evaluation criteria stated in the contract document.
7. The City of Richmond estimates that this contract will be awarded within 4 weeks of the closing date. All bidders submitting Quotations for the Project will be advised as to the outcome. Please note that Bid results for those contracts posted on the City Web Site and/or BC Bid will be listed on BC Bid within two (2) weeks of the award of Contract.
8. Proprietary names, unless otherwise stated, are used solely to establish standards of materials and finish. Items of other manufacture may be accepted as equal to those specified, at the discretion of the City.
9. Alternate Quotations will be considered and should be submitted under separate cover and be marked "Alternate Quotation".

**Instructions to Bidders (Cont'd)**

10. Prices, in Canadian currency, shall be shown for each unit specified and shall include all packing, crating, freight, cartage, shipping charges, cost of unloading supplies at destination, and all tariffs, taxes and duties.

11. Inquires during submission of Quotation should be directed as follows:

Purchasing

Daianna Panni

Telephone: 604- 276-4162

Buyer I

E-mail: purchasing@richmond.ca

Purchasing Section, Business & Financial Services Department

City of Richmond

Technical

Mike Lederer

Telephone: 604-244-1255

Trades Foreman II

E-mail: mlederer@richmond.ca

Fleet Operations, Public Works

City of Richmond

12. Quotations may be withdrawn by written notice only, provided such notice is received at the office of the City's Purchasing Section prior to the date / time set as the closing time for receiving Quotations.

13. Quotations shall be open for acceptance for 60 days following the submission closing date.

14. Each Bidder shall state on the list provided to be submitted as part of his quotation, information regarding their previous Contracts. It is the intention of the City not to award the contract to any Bidder who does not furnish satisfactory evidence that he has the ability and experience to perform the various works covered under this Contract, and that he has sufficient capital and plant to enable him to execute the said works successfully, and to the satisfaction of the City, and to complete and deliver said works as quoted in his Quotation.

15. Bidders are advised that submissions of quotes shall be in compliance to the Freedom of Information and Privacy Act.

16. Any interpretation of, additions to, deletions from, or any other corrections to the Contract documents, will be issued as written addenda by the City of Richmond. It is the sole responsibility of the potential bidders to check with the City of Richmond's Website and / or BC Bid to ensure that all available information has been received prior to submitting a bid.

17. The City, it's agents and employees shall not be responsible for any information given by way of verbal communication.

**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, Quotation Form, Schedule of Quantities and Prices, General Conditions of Contract, and Specifications, and having full knowledge of the work required, does hereby offer to provide all necessary materials in strict accordance with the Specifications 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, Federal, (including G.S.T.), Provincial Taxes, handling and transportation charges, and all other charges incidental to and forming part of this Quotation.

The undersigned Bidder agrees to supply the whole of the materials within \_\_\_\_\_ weeks of acceptance.

Name of Bidder: \_\_\_\_\_

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

\_\_\_\_\_

Telephone No: \_\_\_\_\_

Name, Signature,  
and Title of  
Signing Officer: \_\_\_\_\_

\_\_\_\_\_

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

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

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

**Schedule of Quantities 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.

ITEM	DESCRIPTION	QTY	UNIT PRICE	EXTENSION
	Regular Cab & Chassis	3	\$ _____	\$ _____

Subtotal \$ \_\_\_\_\_

Provincial Sales Tax \$ \_\_\_\_\_

Goods and Services Tax \$ \_\_\_\_\_

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

\_\_\_\_\_  
Initials of Signing Officer

**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.

YEAR	PROJECT TITLE	OWNER PHONE # CONTACT	SCOPE	BUDGET		SCHEDULE		ROLE OF KEY STAFF MEMBERS	OTHER RELEVANT INFO
				Original	Actual	Proposed	Actual		

(If additional space is required, attach additional)

**SPECIFICATIONS**

CITY OF RICHMOND SPECIFICATIONS	STATE SPECIFICATIONS
<p><b><u>A. GENERAL SPECIFICATIONS</u></b></p> <p><b><u>TYPE</u></b>                      Conventional type regular cab and chassis with dual rear wheel 4X4 drive (2 units) 4X2 (1 unit). Primary application for vehicle is to carry personnel and materials to and from job sites and towing of various trailers.</p> <p><b>STATE</b>                      -Make and model                      -Options/alternatives</p> <p><b>1. Cab and Chassis</b>                      New conventional regular cab and chassis arrangement vehicle capable of taking up to 11’ – 12’ flat deck.</p> <p><b>2. Wheelbase</b>                      Wheelbase is to be approximately 165”.  <b>STATE</b>                      -Wheelbase                      -Cab to axle                      -Options/alternative’s</p> <p><b>3. Gross Vehicle Weight Rating</b>                      Minimum gross vehicle weight rating must be a minimum 17,500 lbs.  <b>STATE</b>                      -Gross Vehicle Weight Rating                      -Payload</p> <p><b>4. Trailer</b>                      Vehicle is required to tow a trailer complete with trailer harness and brake controller tow command. State the gross combined vehicle weight rating.  <b>STATE</b>                      -GCVWR                      -Maximum tongue weight capability                      -2” or 2 5/16” receiver hitch minimum 10,000 lb. capacity                      - type and style of brake control system</p> <p><b>5. Base Curb Weight</b>  <b>STATE</b>                      -Curb weight of chassis and cab</p>	



CITY OF RICHMOND SPECIFICATIONS	STATE SPECIFICATIONS
<p><b><u>B. CAB</u></b></p> <p><b>1. Paint</b> Cab to be acrylic enamel white deluxe or equal. Frame to be painted black, wheels silver, and factory applied.</p> <p>STATE -Paint type and colour description -If rust proofing included -options</p> <p><b>2. Windshield</b> Preference is for a tinted windshield and side door windows. Cab to be fitted with visors on both sides.</p> <p>STATE -Type</p> <p><b>3. Seats</b> Bench type seat, complete with fold up console fully adjustable forward/rearward motion. Seats to accommodate driver plus 2 passengers. Cover material to be heavy duty knitted vinyl type fabric. Seats must be fitted with approved seat belts.</p> <p>STATE -Type</p> <p><b>4. Interior</b> Interior should be a grey or dark grey shade. Interior materials must be easy care and durable.</p> <p>STATE Colour Material Type</p> <p><b>5. Instrumentation</b> Instrumentation should include gauges for all vital functions: oil pressure, coolant temperature, ammeter, speedometer and fuel levels.</p> <p>STATE -Gauges included -Type -Type and functions with audible alarms -Options/alternatives</p>	

CITY OF RICHMOND SPECIFICATIONS	STATE SPECIFICATIONS
<p><b>6. Radio</b>                      -Fitted with AM/FM/CD/Radio                      -Options/alternatives</p> <p><b>7. Mirrors</b>                      Conventional power/heated style dual folding outside mirrors complete with convex mirror.</p> <p>STATE                      -Type</p> <p><b>8. Intermittent Windshield Wipers</b>                      Intermittent type windshield wipers complete with washer control and fluid reservoir.</p> <p>STATE                      -Type                      -Options/alternatives</p> <p><b>9. Interior Sound Levels</b>                      Please list interior sound levels at following stages:                      -Vehicle idle                      -First gear maximum RPM                      -60 KPH cruise on pavement</p> <p><b>10. Operator Visibility</b>                      Purchase consideration will be given to overall operator visibility and convenience offered by vehicle.</p> <p><b>11. Heater/Defroster/AC</b>                      A heater/defroster unit capable of meeting local conditions, cool temperatures and high humidity. Complete with factory installed air conditioning system.</p> <p>STATE                      -System air movement capacity                      -System BTU delivery at maximum – warm engine.                      -Options/alternatives</p> <p><b>12. Steering Wheel</b>                      Tilt type adjustable steering wheel.</p> <p>STATE                      - Type and style</p> <p><b>13. Bumper/Tow Hooks</b>                      Units are to have factory chrome front bumper &amp; tow hooks.</p>	

CITY OF RICHMOND SPECIFICATIONS	STATE SPECIFICATIONS
<p><b><u>C. ENGINE</u></b></p> <p><b>1. Engine</b>                      Diesel type engine. V-8 6.4 LOHV .                      STATE                      -Number of cylinders                      -Type and displacement                      -Make and model                      -Options/alternatives</p> <p><b>2. Engine Power</b>                      Minimum required power output is a minimum 250 SAE net horsepower.                      STATE                      -Horsepower rating                      -Maximum torque and RPM                      -Complete with water separator/spin on filter and idle control kit.                      -Options/alternatives</p> <p><b>3. Fuel System</b>                      Electronic fuel injection system.                      STATE                      -Type of fuel system                      -Size of tank capacity of rear tank                      - Options/alternatives</p> <p><b>4. Cooling</b>                      Provide maximum available cooling system, complete with silicone hoses for model recommended. Coolant to be a minimum of -30°                      STATE                      -Type                      -Options/alternatives</p> <p><b>5. Power to Weight Ratio</b>                      Cab and chassis power to weight ratio – base curb weight divided by SAE net horsepower.                      STATE</p>	

CITY OF RICHMOND SPECIFICATIONS	STATE SPECIFICATIONS
<p><b><u>D. DRIVE TRAIN</u></b></p> <p><b>1. Automatic Transmission Requirement</b>                      5-speed TorqShift w/Overdrive automatic transmission with transmission cooling system.                      STATE                      -Type, make, model                      -If optional, list price and components included in package.</p> <p><b><u>E. ELECTRICAL</u></b></p> <p><b>1. Alternator</b>                      Minimum of 200 amps. alternator to accommodate snow plow requirements.                      STATE                      -Type and output capacity                      -Options/alternatives</p> <p><b>2. Battery</b>                      Dual maintenance free battery, heavy duty relative to large capacity alternator.                      STATE                      -CCA ratings</p> <p><b>3. Back Up Alarm</b>                      Provide back up alarm with minimum 105 dbA rating</p> <p><b><u>F. SUSPENSION</u></b></p> <p><b>1. Steering</b>                      Power assist steering                      STATE                      -Type</p> <p><b>2. Brakes</b>                      Power assist brakes ABS 4-wheel disc factory system.                      STATE                      -Type</p> <p><b>3. Heavy Duty Suspension</b>                      Heavy-duty suspension package required. Selection of unit will include consideration for heavy-duty suspension components to accommodate a power tailgate.                      STATE                      -Type of suspension</p>	

CITY OF RICHMOND SPECIFICATIONS	STATE SPECIFICATIONS
<p>-List heavy-duty components                      -Increase in GVWR with HD suspension package offered.                      -Vehicle payload                      -Options/alternatives</p> <p><b>4. Tires</b>                      Seven (7) premium quality tires sized to match heavy-duty suspension. Dual rear wheels (deep lug type). Also, full size spare.                      STATE                      -Type and size                      -Options/alternatives</p> <p><b>5. Trailer Tow Package</b>                      The vehicle shall be equipped with a complete factory installed trailer towing package required that includes all wiring, hitch system and mounted equipment c/w electric brake control and any other related or upgraded items.                      STATE                      - Components included in tow package.</p> <p><b><u>G. MISCELLANEOUS</u></b></p> <p><b>1.</b> Vehicle must comply with government regulations and requirements for operation within B.C.                      -Federal Government Motor Vehicle Safety Regulations                      -B.C. Motor Vehicle Act and Regulations                      -Workers Compensation Board Regulations                      -B.C. Environmental Emissions Reductions Regulations</p> <p><b>2. Manuals/CD ROM</b>                      The following will be made available at time of vehicle delivery to the City Works Yard.                      -2 operator manuals                      -1 full set repair manuals/CD's                      STATE                      -what is offered</p> <p><b>3. Preventative Maintenance</b>                      The following to be provided by the successful bidder at time of vehicle delivery to the Richmond City Works Yard.                      -A complete check-off style preventative maintenance schedule checklist as recommended by the manufacturer to ensure satisfactory service life</p>	

CITY OF RICHMOND SPECIFICATIONS	STATE SPECIFICATIONS
<p>-Listing of special service tool requirements                      -Recommended diagnostic tools                      -A full list of general maintenance parts such as filters, drive belts, recommended for on-hand stock                      -Provide manufacturer’s name and part numbers                      STATE                      -Describe what is included</p> <p><b>4. Demo</b>                      Advise if demo vehicle is available for viewing or use in the Works Yard.</p> <p><b>5. Warranty</b>                      Provide details concerning the standard applicable vehicle warranty. Advise if extended warranties apply, their respective terms and costs, if any.</p> <p><b>6. Delivery</b>                      State the number of days from the date of order to the date of delivery of the unit F.O.B. to the City of Richmond Works Yard.</p> <p><b>7. Training</b>                      Provide training to City of Richmond staff mechanics in the maintenance and repair of vehicles by factory or factory-trained personnel.                      STATE                      -Training provided                      -Training aids provided (i.e., videos, chards, etc.)</p> <p><b>8. Keys</b>                      -4 sets of keys to be provided</p> <p><b><u>H. OPTIONS:</u></b></p> <p><b>1. Payload Upgrade</b>                      Provide costs associated to payload upgrade of 19,000 lbs.                      STATE:                      - what is offered                      - costs associated to upgrade</p> <p><b>2. Snow Plow Prep</b>                      Provide costs associated to factory installation of a Snow plow prep system. To include upgrade costs to alternator, electrical system, cooling system and springs.</p>	

<b>CITY OF RICHMOND SPECIFICATIONS</b>	<b>STATE SPECIFICATIONS</b>
<p>STATE:</p> <ul style="list-style-type: none"><li>- what is offered</li><li>- upgrades required</li><li>- costs of upgrades</li></ul> <p><b>3. Upgrade Tow Command System</b> Provide costs and requirements associated to a Tow Command System for Electric Brakes.</p> <p>STATE:</p> <ul style="list-style-type: none"><li>- requirements for Tow Command System</li><li>- components included</li><li>- costs associated</li></ul> <p><b>4. Other Options Available and/or Suggested</b></p> <p>STATE:</p> <ul style="list-style-type: none"><li>- options</li><li>- itemized costs</li></ul>	

## **Environmental Terms and Conditions of Contract**

### **1.0 Environmental Policy Requirements**

#### **1.1 The City of Richmond's Environmental Purchasing Policy**

The City of Richmond's Environmental Purchasing Policy states:

In order to increase the development and awareness of environmentally sound products and services, City of Richmond staff will review their contracts and tender specifications for goods and services, to ensure that wherever possible and economically feasible, specifications are amended to provide for consideration of environmental characteristics. Consideration may be given to those environmental products that are certified by an independent accredited organization.

The City of Richmond as a whole will endeavour to increase its use of products and services that are more responsible to the environment in the way they are made, used, transported, stored and packaged and disposed of. It is recognized that analysis is required in order to ensure that the products are made available at competitive prices, and that the environmental benefits provided by a product or service should not significantly affect the intended use of that product or service.

- 1.1.1 The City of Richmond reserves the right to request information from bidders that will demonstrate compliance to this environmental purchasing policy.
- 1.1.2 Bidders are asked to supply information on environmentally preferable products and services that meet all specifications and performance requirements.
- 1.1.3 Placing the City of Richmond in breach of its environmental policy or environmental laws will result in the termination or suspension of an agreement, at the sole discretion of the City.

#### **1.2 Environmental impacts in the life cycle of a product or service**

- 1.2.1 Environmental purchasing involves considering the costs and environmental consequences of a product or service in all stages of its life cycle, including raw materials acquisition, production, manufacturing, packaging, distribution, operation, maintenance, reuse and disposal.
- 1.2.2 Independent certification programs such as Environmental Choice as well as an increasing number of manufacturers conduct life cycle assessments to answer the question, "What is the environmental burden of a product or service through all stages of its life cycle?" The City of Richmond is



interested in receiving, wherever available, life cycle information relevant to the products or services being considered.

### **1.3 Characteristics of environmentally preferable products**

1.3.1 Environmentally preferable products and services have characteristics that include but are not limited to the following:

- Reduce waste and make efficient use of resources, including energy
- Are reusable or contain reusable parts
- Are recyclable
- Contain post-consumer recycled materials
- Produce fewer polluting by-products and/or safety hazards during manufacture, use or disposal, and
- Have a long service life and/or can be economically and effectively repaired or upgraded.
- Are certified by an independent accredited organization such as the Environmental Choice program

### **1.4 Packaging**

1.4.1 As with products and services, the City of Richmond will endeavour to consider the environmental characteristics of a product's packaging.

1.4.2 The City prefers that suppliers minimize the amount of packaging used on products or that durable, long-lasting forms of reusable packaging be used. While packaging containing post-consumer recycled material or recyclable packaging is considered better than wasteful packaging, reduced or reusable packaging is preferred.

### **1.5 Environmental attributes of company**

1.5.1 It is desirable that suppliers to the City of Richmond have an environmental policy statement approved at the executive level and implemented across the company.

1.5.2 Suppliers who have pursued environmental certification such as ISO 14001 should include this information with their bid. The ISO 14000 Series is a set of international standards for voluntary environmental management for both private and public organizations. It is designed to promote environmental compliance, ensure a commitment to pollution prevention, and foster continual improvement of environmental performance through efficient environmental management.

- 1.5.3 The City of Richmond strictly subscribes to an environmental policy that requires all suppliers to be in compliance with all environmental laws and regulations regarding the manufacture, processing, handling, provision, disposal and waste management of goods and services.

**1.6 Environmental purchasing resources**

- 1.6.1 The City of Richmond Environmental Purchasing Guide is available from the City of Richmond Web site at:

<http://www.richmond.ca/services/environment/policies/purchasing.htm>

**2.0 BIDDERS’ ENVIRONMENTAL QUESTIONNAIRE**

- 2.1 Please complete this questionnaire. If more than one product or service is included in this contract, please use additional copies of the questionnaire as required, noting the products and services that are covered on each questionnaire:
  
- 2.2 The City of Richmond reserves the right to request additional information from bidders in order to validate the accuracy of information provided and demonstrate compliance to the City’s environmental requirements.

ENVIRONMENTAL ATTRIBUTES OF THE PRODUCT	YES	NO	N/A	SPECIFY
Have studies of the environmental attributes of this product been completed (ie. lifecycle assessment)? If yes, please attach.				
Does the product require Material Safety Data Sheets (MSDS)? If yes, please provide details and/or enclose applicable MSDS.				
Does this product reduce waste and make efficient use of resources such as energy and raw materials throughout its life cycle? If yes, please explain.				
Is this product reusable or contain reusable parts? If yes, provide details.				
Is this product recyclable? If yes, provide details for local recycling, including whether the supplier will take back the product for recycling.				
Does this product contain post-consumer recycled materials? If yes, specify percentage.				
Does this product produce fewer polluting by-products and/or safety during its life cycle hazards than similar products? If yes, provide details.				
Does this product have a long service life and/or can be economically and effectively repaired or upgraded? If yes, provide details.				
Has the product been packaged using the least amount of packaging possible? If no, provide reasoning.				

<b>ENVIRONMENTAL ATTRIBUTES OF THE PURCHASING</b>	<b>YES</b>	<b>NO</b>	<b>N/A</b>	<b>SPECIFY</b>
Is the packaging reusable or contain reusable parts? If yes, provide details.				
Is the packaging recyclable? If yes, provide details for local recycling, including whether the supplier will take back the packaging for recycling.				
Does the packaging material contain post-consumer recycled materials? If yes, specify percentage.				
Does your company have an environmental policy statement approved at the executive level? If yes, attach.				
Has your company implemented its environmental policy (ie. undertaking waste reduction or energy efficiency initiatives)? If yes, provide details				
Does your company have certification (ie: ISO 14001 or equivalent)? If yes, provide documentation.				
Does your company participate in voluntary environmental programs such as Energy Star, Green Seal, Environmental Choice or EnerGuide? If yes, provide details.				
Has your company received any environmental violations within the past five years? If yes, provide detailed listing.				

### **3.0 ENVIRONMENTAL EVALUATION CRITERIA**

Proposals shall be evaluated to determine the best value offered to the City against conformance to the following criteria:

- Environmental attributes of products or services
- Certifications of products or services, ie: The Environmental Choice Program, Green Seal and Energy Star
- Environmental attributes of packaging
- Provision of bidder's environmental policy and contents therein
- Implementation of bidder's environmental policy, eg. waste reduction or energy efficiency initiatives
- Certifications of bidder, ie: ISO 14001 Certified
- Statements indicating compliance with all environmental laws and regulations
- Completion of Bidders' Environmental Questionnaire

**Note:** The evaluation criteria are deemed to be of equal value and will amount to 10% of the total Bid Evaluation Process.

## General Conditions of the Contract

### 1. Definitions

The two parties to the contract/Purchase Order. are the Contractor and the City, defined as follows:

**The Contractor:** The successful bidder for the work upon receipt of a purchase order and/or written acceptance of his Quotation from the City.

**The City:** City of Richmond.

Acceptance of the City of Richmond Purchase Order deems acceptance of all conditions of the Supply and Delivery Contract.

### 2. Responsibility For Supplies

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.

### 3. Inspection

All supplies shall be subject to inspection and test by and shall meet the approval of the Manager of Purchasing and Risk and his decision shall be final and binding upon all parties.

In case any supplies or lots of supplies are defective in material or workmanship otherwise not in conformity with the specifications of the contract, the Manager of Purchasing and Risk shall have the right either to reject them or to require their correction.

Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, but failure to inspect and accept or reject supplies shall not relieve the contractor from responsibility for such supplies as are not in accordance with the specifications.

### 4. Warranty

Unless otherwise specified, the contractor warrants that in the manufacture of the supplies only the best workmanship and materials have been employed and if, within a period of one (1) year from the date of acceptance of the supplies by the City, such supplies or any portion thereof are found by the City to be defective or faulty due to

**General Conditions of the Contract (Cont'd)**

imperfect or bad workmanship or material, the contractor agrees, to replace such defective supplies forthwith without expense to the City.

**5. Payments**

The contractor shall be paid within 30 Days after the submission by the contractor of properly prepared invoices to the Accounts Payable Section for supplies delivered and accepted or services rendered and accepted. However, the City may withhold an amount equal to two times the value of goods or services not provided by the Contractor from any amounts owing to the Contractor.

**6. Indemnification and Insurance**

The Contractor will indemnify, hold and save harmless the City from and against all claims, losses, damages, costs, actions and other proceedings, made, sustained, brought or prosecuted in manner, based upon, occasioned by attributable to any injury, including death, property damage, infringement or damage arising from any act or omission of the Contractor, his employees, officers, volunteers, servants or agents or persons from whom the Contractor has assumed responsibility in the performance or purported performance of this agreement.

**7. Liens**

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.

**8. Patent Fees**

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.

**9. Default**

- (a) The City may, by notice of default to the contractor, terminate the whole or any part of this contract if the contractor fails to make delivery of the supplies within the time specified, or to perform any other provisions of this contract.
- (b) In the event the City terminates this contract in whole or in part as provided in clause (a) the City may procure supplies or services similar to those so terminated, and the contractor shall be liable to the City for any excess costs for such similar supplies or services.

**General Conditions of the Contract (Cont'd)**

- (c) The contractor shall not be liable for any excess costs under clause (b) if failure to perform the contract arises by reason of strikes, lockouts, acts of God or acts of the City.

**10. Taxes**

Unless otherwise provided herein, the Contractor shall pay all government sales or excise taxes in force at the date of the Contract/Purchase Order, provided that any increase or decrease in such taxes shall increase or decrease the amount due under the Contract accordingly. Invoices must show the appropriate amounts for Goods and Services Taxes and Provincial Sales Taxes separately.

**11. Laws**

The laws of British Columbia shall govern the work.

**12. Time**

Time shall be the essence in this Contract.

**13. Assignment**

Neither party to the Contract shall assign the Contract without the written consent of the other.

**14. Changes**

The City may make changes to the Contract and time and value shall be adjusted accordingly, except for emergencies all changes shall be made by written order.

**15. Notices**

Any notice required to be given in this Contract shall be deemed to be duly given to the City if sent by registered mail addressed to the City's Purchasing and Risk Manager at "City Hall, 6911 No. 3 Road, Richmond, BC V6Y 2C1" and to the Contractor if sent by registered mail addressed to the Contractor at the address set forth in the Quotation.





**City of Richmond**  
Business & Financial Services Department

**Notice of No Bid**

**Note:** Receipt of this completed form will assist us in calling for future bids. Please complete and submit this form prior to the closing date and time as shown on the Request for Quotation/Proposal/Tender form.  
Please remember to include Quotation/Proposal/Tender No. at right.

Quotation/Proposal/Tender No.  
**3128Q**

**A Quotation/Proposal/Tender is not being submitted for the following reason(s):**

- |  |  |
|--|--|
| <input type="checkbox"/> We do not manufacture/supply the required goods/services  | <input type="checkbox"/> Cannot obtain raw materials/goods in time to meet delivery requirements |
| <input type="checkbox"/> We do not manufacture/supply to stated specifications     | <input type="checkbox"/> Cannot meet delivery requirements                                       |
| <input type="checkbox"/> Specifications are not sufficiently defined               | <input type="checkbox"/> Cannot quote/tender a firm price at this time                           |
| <input type="checkbox"/> Insufficient information to prepare quote/proposal/tender | <input type="checkbox"/> Insufficient time to prepare quote/tender.                              |
| <input type="checkbox"/> Quantity too small  | <input type="checkbox"/> We are unable to competitively quote/tender at this time.               |
| <input type="checkbox"/> Quantity too large  | <input type="checkbox"/> We do not have facilities to handle this requirement                    |
| <input type="checkbox"/> Quantity beyond our production capacity                   | <input type="checkbox"/> Licensing restrictions (please explain)                                 |
| <input type="checkbox"/> Cannot meet packaging requirements                        | <input type="checkbox"/> Agreements with distributors/dealers do not permit us to sell directly. |
| <input type="checkbox"/> Cannot handle due to present plant loading                | <input type="checkbox"/> Other reasons or additional comments (please explain below)             |

I / We wish to quote / tender on similar goods / services in future <input type="checkbox"/> Yes <input type="checkbox"/> No	Authorized Company Official – Signature and Title	Date
This space for City of Richmond Comments	Firm Name	
	Address	
	City	
	Province	Postal Code
	Telephone Number	