



**Contract 3739Q**

**Supply and Delivery of TWO (2) TRACTORS C/W 26 FT REACHMOWERS**

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. Three (3) sealed quotations, plainly marked on the envelope:

**CONTRACT 3739Q - SUPPLY AND DELIVERY OF TWO (2) TRACTORS C/W  
26 FT REACHMOWERS**

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:

**Thursday, August 27, 2009**

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 6 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

Mike Lederer  
Program Manager - Fleet Operations  
Purchasing Section  
City of Richmond

Telephone: 604-244-1260  
E-mail: mlederer@richmond.ca

Technical

Sumita Dosanjh  
Buyer II - Contracting Specialist  
Business & Financial Svcs Dept  
City of Richmond

Telephone: 604-276-4097  
E-mail: purchasing@richmond.ca

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.

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

18. Except as expressly and specifically permitted in these Instructions to Bidders, no bidder shall have any claim for any compensation of any kind whatsoever, as a result of participating in the RFQ, and by submitting a quotation each bidder shall be deemed to have agreed that it has no claim.

### 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	QUANTITY	UNIT PRICE	EXTENSION
1.	Tractors c/w 26 ft. reachmowers	2		
2.	Options (please break out optional items)			
3.	Other Levies & Taxes (please identify)			
4.	Other			

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**

<b>REQUIREMENTS</b>	<b>BIDDERS TO DESCRIBE ITEMS QUOTED</b>
<p><b>A. <u>GENERAL</u></b></p> <p>The tractor must be new and a current production model FWD c/w touch pad. Manufacturer to supply a minimum 24 month Basic Warranty Full Coverage with a 2000 hour maximum. All specifications advertised comply with SAE engineering standards.</p> <p><b>B. <u>SAFETY AND SECURITY</u></b></p> <p>Unit to be equipped with a seat belt and meets SAE J1194 and OSHA 1928.52 specifications. Unit to be equipped with a Slow Moving Vehicle Emblem, neutral start safety switch, operator presence switch and must be equipped to meet latest federal safety standards.</p> <p><b>C. <u>WHEEL BASE AND WEIGHT</u></b></p> <p>Minimum Wheelbase:, 104” Minimum Overall Unballasted Weight: 11,400 (4wd)</p> <p><b>D. <u>ENGINE</u></b></p> <p>Water cooled, parent block bore design, rotary injection, turbocharged diesel. Equipped with thermostat starting aid. Coolant protection to -22 degrees F., with corrosion protection additive. Tier 111 Emission controls</p> <p>Horsepower Output: Minimum 95 PTO HP at rated engine RPM</p> <p>Minimum Cubic Inch Displacement: 6 cylinder, 7.5 liter, minimum 456 CID</p> <p>Rated Engine Speed: 2200 RPM</p> <p>Air Cleaner: Dual element dry type with cleanable outer element</p>	

**SPECIFICATIONS**

<b>REQUIREMENTS</b>	<b>BIDDERS TO DESCRIBE ITEMS QUOTED</b>
<p><b><u>CONTINUED...</u></b></p> <p>Fuel Filter:            2 stage fuel filtration system utilizing a separate water/sediment separator followed by a replacement spin on final filtration cartridge assembly.</p> <p>Fuel Tank:            Minimum 66 gallon capacity</p> <p>Lubrication            Full flow pressure lubrication and spin on replaceable oil filter assembly. 600 hour minimum oil filter change interval required.</p> <p>Throttle Control:            To be hand or foot operable</p> <p><b>E. <u>TRANSMISSION</u></b></p> <p>16X16 Electrosift-semi-power shift            Steering column mounted left-hand power shuttle.            Four power shifts per range, all controls are to be on the right hand side            Clutchless Range Change from 4/5 and 12/13            Multi-plate Wet Clutch Design            Clutch-less forward reverse direction change            Pressure and splashed lubricated            Creeper gear required</p> <p><b>F. <u>PTO</u></b></p> <p>Type:            Independent 540/1000rpm reversible shaft. and a flip-up PTO guard</p> <p>Clutch:            Electro-hydraulic, wet, multi-plate</p>	

**SPECIFICATIONS**

<b>REQUIREMENTS</b>	<b>BIDDERS TO DESCRIBE ITEMS QUOTED</b>
<p><b>G. <u>REAR AXLE</u></b></p> <p>Type:            Heavy-duty double reduction drive. Planetary final reduction enclosed within rear axle housing. Minimum static load rating of 13,670 lbs..</p> <p>Differential Lock:            Engagement is electrohydraulic</p> <p><b>H. <u>SERVICE BRAKES</u></b></p> <p>Type: Main            Hydraulic actuated two 13' wet disc (one per side) brakes are self-equalizing and self-adjusting. Must be able to operate independently or locked together for simultaneous operation</p> <p>Type Parking            Multiple (4) wet disc</p> <p><b>I. <u>FRONT AXLE</u></b></p> <p>Type:            Class 3 HD with dual steering cylinders, electro hydraulic FWD engagement, and four wheel engagement when braking.            -12 degree of oscillation and 55 degree turning angle            -Dual Steering cylinders</p> <p>Steering            -Hydrostatic power steering with a dedicated independent power steering pump. Minimum flow rating of 12.4 gpm at rated engine speed.</p> <p>Circuit Protection:            Individual electrical circuit fuses and relays to be located in common panel. All fuses to be common automotive blade types.</p>	

**SPECIFICATIONS**

<b>REQUIREMENTS</b>	<b>BIDDERS TO DESCRIBE ITEMS QUOTED</b>
<p><b>J. <u>OPERATOR STATION</u></b></p> <p>Iso Mounted Deluxe ROPS cab with heater and air conditioner with four speed pressurizer. Right – hand transmission controls, tilt/telescopic steering wheel, two entry doors with locks, tinted glass and sun shade, Narrow profile roof design with Hi-Visibility fixed roof panel hinged rear window, analog/digital instrument panel, variable speed intermittent front wiper, right side, rear wiper c/w washer system and interior dome light, one rear view mirror, am/fm/cd radio, hand power shuttle lever with seat interlock, and two exterior heated mirrors mounted.</p> <p>Seat Type:          Premium air suspension seat c/w 6 way adjustments with operator presence switch and lap belt, one unit is to have a training seat installed.</p> <p><b>K. <u>TIRES</u></b></p> <p>Minimum requirements, cleated, calcium filled if required</p> <p>Front: 14.9R 28(RIW)          Rear: 18.4R 38 (RIW)</p> <p><b>L. <u>TOOLBOX</u></b> – locking sealed aluminum</p> <p>State</p>	

**SPECIFICATIONS**

<b>REQUIREMENTS</b>	<b>BIDDERS TO DESCRIBE ITEMS QUOTED</b>
<p><b>M. <u>WEIGHT GROUP</u></b></p> <p>Tractor is to be weighed to match the maximum reach of the mower</p> <p><b>N. <u>MISCELLANEOUS</u></b></p> <p>LED Beacons (2) Operators Manuals Service Manuals</p> <p><b>O. <u>OPTIONS</u></b></p> <p>Optional Warranty: Additional cost protection plan covers selected engine, transmission, hydraulic system and electronic system components up to a total of 60 months or 5000 hours from date of purchase</p>	

**SPECIFICATIONS**

<b>REQUIREMENTS</b>	<b>BIDDERS TO DESCRIBE ITEMS QUOTED</b>
<p><b><u>REAR MOUNTED 26' (8.0M) REACHMOWER WITH FLAILHEAD:</u></b> <b>(mower is to be installed onto bid-tractor and delivered as a working unit):</b></p> <p><b>A. <u>HORIZONTAL REACH</u></b></p> <ul style="list-style-type: none"><li>- 26' (8.0M) reach from center of tractor, vendor is to ensure all measures are undertaken to prevent leaning issues when arm is fully extended</li></ul> <p><b>B. <u>MOUNTING SYSTEM</u></b></p> <ul style="list-style-type: none"><li>- Axle bracket</li></ul> <p><b>C. <u>SIDE OF CUT</u></b></p> <ul style="list-style-type: none"><li>- Right hand side</li></ul> <p><b>D. <u>ARM GEOMETRY</u></b></p> <ul style="list-style-type: none"><li>- Forward reaching arm for improved visibility</li></ul> <p><b>E. <u>SAFETY BREAKAWAY SYSTEM</u></b></p> <ul style="list-style-type: none"><li>- Hydraulic system at mid-boom and base</li></ul> <p><b>F. <u>HYDRAULIC SYSTEM</u></b></p> <ul style="list-style-type: none"><li>- Gear pump system 125L (33 US gallon) 65hp</li></ul> <p><b>G. <u>POWER SLEW</u></b></p> <ul style="list-style-type: none"><li>- Hydraulic 114 degree, with auto return within 15 degrees</li></ul>	

**SPECIFICATIONS**

<b>REQUIREMENTS</b>	<b>BIDDERS TO DESCRIBE ITEMS QUOTED</b>
<p><b>H. <u>CONTROL SYSTEM</u></b></p> <ul style="list-style-type: none"> <li>- Proportional electronic controls EPP2 Joystick finger operated for proportional control of 1<sup>st</sup> and 2<sup>nd</sup> arms, cowl (head) &amp; 3<sup>rd</sup> arm adjusted by 2 way rocker switch, head float and power slew both operated by 2 way rocker switch. Rotor engagement (reversible) operated by Bowden cable lever.</li> </ul> <p><b>I. <u>OIL TANK</u></b></p> <ul style="list-style-type: none"> <li>- 230L (63US gallons) c/w sight glass</li> </ul> <p><b>J. <u>HEAD FLOAT</u></b></p> <ul style="list-style-type: none"> <li>- Enables head to float and follow ground undulations</li> <li>- Hydraulic accumulator type</li> </ul> <p><b>K. <u>HEAD ANGLING</u></b></p> <ul style="list-style-type: none"> <li>- 245 degrees continuous</li> </ul> <p><b>L. <u>GEAR BOX</u></b></p> <ul style="list-style-type: none"> <li>- Cast iron</li> </ul> <p><b>M. <u>CAB GUARDING</u></b></p> <ul style="list-style-type: none"> <li>- Tempered tinted safety on all window glass</li> </ul> <p><b>N. <u>FLAIL HEAD</u></b></p> <ul style="list-style-type: none"> <li>- Pro-cut 1.2m (48 inches)</li> <li>- For cutting grass and light brush</li> </ul> <p><b>O. <u>ROLLER SIZE</u></b></p> <ul style="list-style-type: none"> <li>- Heavy-duty 150mm (6 inches)</li> </ul> <p><b>P. <u>HEAD DRIVE</u></b></p> <ul style="list-style-type: none"> <li>- 3 'vee' belts. Quad power</li> </ul>	

**SPECIFICATIONS**

<b>REQUIREMENTS</b>	<b>BIDDERS TO DESCRIBE ITEMS QUOTED</b>
<p><b>Q. <u>MAXIMUM REACH</u></b></p> <ul style="list-style-type: none"> <li>- Maximum reach required down 45 degree bank from rear tire is 6.2m (20'2")</li> <li>- Maximum reach required 45 degrees up is (26')</li> </ul> <p><b>R. <u>ACCESSORIES</u></b></p> <ul style="list-style-type: none"> <li>- Oil cooler</li> <li>- Arm float function required</li> </ul> <p><b>S. <u>TRANSPORT</u></b></p> <ul style="list-style-type: none"> <li>- Machine transport width 86"</li> </ul> <p><b>T. <u>ARMS</u></b></p> <p>First Arm. RHS section 150 X 150 X 8 mm grade 43A          Second Arm RHS section 120 X 120 X 10mm Grade 50C          Third Arm RHS section 100 X 100 X 6.3 mm Grade 50C</p> <p><b>1. Compliance</b>          Vehicle must be in full compliance of current B.C. Motor Vehicle Safety Act, Commercial Motor Vehicle Regulations and U.S. Federal Environmental Protection Agency current exhaust emission standards.          STATE          -compliance</p> <p><b>2. Warranty</b>          Provide details concerning the standard applicable vehicle warranty and terms with components and parts not covered within the standard vehicle manufacturer warranty.          STATE          -standard applicable warranty and terms on vehicle          -standard applicable warranty for associated components and parts not covered, or separate from the vehicle coverage noted above          -if extended warranty is offered</p>	



**3. Manuals**

The vehicle shall have the following manuals included at the time of delivery.

- 2 sets of parts manuals per unit, CD-ROM acceptable alternate
- 2 sets of service manuals, CD ROM acceptable alternative
- or secured access to manufacturers website where the above information is available at all times.
- 2 sets operators manuals per unit
- 1 set body parts and repair manual per unit
- options/alternatives

Wherein the engine, transmission or other related components may not be included in the vehicle manuals, (Parts and Service) those additional manuals specific to the components, shall be included at the time of delivery.

STATE

- if in compliance with all of the above requirements including components

**4. Scheduled Maintenance**

The following shall be provided by the Supplier at time of delivery.

- a complete check-off style preventative maintenance schedule checklist as recommended by the manufacturer to ensure full and satisfactory service life.
- a list of general maintenance parts recommended, by part number, for on-hand parts stocking.

STATE

- what is offered

**5. Demonstration**

A demo unit will be required during the evaluation process carried out by the City of Richmond staff.

STATE

- demo unit availability

**6. Training**

Provide training to the City of Richmond Equipment Service Shop technicians in the factory prescribed maintenance, diagnostics and repairs procedures. Operator training for drivers, training to be carried out by factory representative or, factory trained personnel.

STATE

- your training capability as described above
- training locations
- available training aids
- availability of training sessions
- training on essential major operating components not made by the vehicle manufacturer but utilized.

**7. Keys**

Four (4) full sets of keys provided at vehicle delivery.

STATE

- what is offered
- options/alternatives

**8. Delivery**

State the number of days from the date of receipt of order from the City of Richmond, to the date of vehicle delivery F.O.B. City of Richmond's Public Works Operations Yard or site designated.

STATE

- number of days for delivery
- delivery date

**9. Alternatives**

List any alternatives recommended by the supplier in addition to those specified or in place of.

STATE

- alternatives and description
- additional pricing for alternative and/or reduction in price
- alternatives "in place" of item shown in spec. and describe in detail.

**10. Parts**

The City of Richmond requires parts delivery by air, within 24 hours within Canada and 48 hours outside Canada. All costs associated to "air" delivery are the responsibility of the supplier during warranty period.

STATE

- parts delivery by air
- associated options/alternatives

## **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 attributes of company**

- 1.2.1 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.
- 1.2.2 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.

- 1.2.3 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.

**1.3 Environmental purchasing resources**

- 1.3.1 The City of Richmond Environmental Purchasing Guide is available from the City of Richmond Web site.

## 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.  
**3739Q**

**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 <span style="float: right;">Postal Code</span>	
	Telephone Number	
	(Empty space for additional information)	