



Contract 3783Q

Supply and Delivery of BULK ROAD SALT FOR 2009/2010

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 3783Q - SUPPLY AND DELIVERY OF BULK ROAD SALT FOR 2009/2010

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:

Wednesday, November 4, 2009

2. Quotations received 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 should 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 any 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. 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.
8. Prices, in Canadian currency, shall be shown for each unit specified and shall include all freight, cartage, shipping charges, cost of unloading supplies at destination, and all tariffs, and duties. The Goods and Services tax (GST) and Provincial Sales Tax (PST) are not to be included in the price.

Instructions to Bidders (Cont'd)

9. All inquires should be directed as follows:

Purchasing

Art Trinidad

Buyer - Stores Operations

Purchasing Section

City of Richmond

Telephone: 604-244-1244

E-mail: purchasing@richmond.ca

10. 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.
11. Quotations shall be open for acceptance for sixty days (60) following the submission closing date.
12. It is the intention of the City not to award the contract to any Bidder who does not furnish satisfactory evidence that they have the ability and experience to perform the various works covered under this Contract, and that they have sufficient capital and plant to enable them to execute the work successfully, and to the satisfaction of the City, and to complete and deliver the work as quoted in their Quotation.
13. Bidders are advised that all submissions are subject to the Freedom of Information and Privacy Act.
14. 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.
15. The City, it's agents and employees shall not be responsible for any information given by way of verbal communication.
16. 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, 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:

All pricing includes and covers duties, handling and transportation charges, and all other charges incidental to and forming part of this Quotation.

The undersigned 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.	Bulk Road Salt F.O.B your depot	As and when required	\$_____/* metric tonne	
2.	Bulk Road Salt Delivered to the City of Richmond Public Works Yard at 5599 Lynas Lane, Richmond.	As and when required	\$_____/* metric tonne	
3.	Other - please identify i.e. environmental fees	As applicable		

* EXCLUDING GST and PST

PAYMENT TERMS _____ EARLY PAYMENT TERMS _____

Initials of Signing Officer

Specifications

The City of Richmond requires Bulk Road Salt on an "as and when required" basis for the period of October 31, 2009 to October 30, 2010. Prices quoted shall be in metric tonnes. The average yearly usage for the City of Richmond over four years is approximately 1500 metric tonnes. The Bulk Salt must comply with the British Columbia Ministry of Highway Specifications. Prices quoted must be firm for the entire term of the contract.

The City requires quotes for approximately one thousand, two hundred (1200) metric tonnes of Bulk Road Salt.

The City will guarantee orders for nine hundred and sixty (960) metric tonnes over the term of the contract. The City requires the successful bidder to guarantee supply at the prices bid to a maximum of one thousand four hundred and forty (1440) metric tonnes for the term of the contract.

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 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 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 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. Quantities

The quantities stated in this Request for Quotation are the City's best estimates of its requirements and should not be relied on. Actual quantities may vary.

5. 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

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

6. Payments

The contractor shall be paid within thirty (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.

7. 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. Environmental Purchasing Resources

The City of Richmond Environmental Purchasing Guide is available from the City of Richmond
Website:
<http://www.richmond.ca/services/environmental/policies/purchasing.htm>

8. 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.

9. 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.

10. 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.

- (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.

11. 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.

12. Laws

The laws of British Columbia shall govern the work.

13. Time

Time shall be the essence in this Contract.

14. Assignment

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

15. 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.

16. 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.