



Contract 3789Q

Supply and Delivery of EDGE NETWORK EQUIPMENT

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 3789Q - SUPPLY AND DELIVERY OF EDGE NETWORK
EQUIPMENT**

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:

Friday November 6th, 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 2 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.

Instructions to Bidders (Cont'd)

9. Alternate Quotations will be considered and should be submitted under separate cover and be marked "Alternate Quotation".
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

Sumita Dosanjh
Buyer II - Contracting Specialist
Purchasing Section
City of Richmond

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

Technical

Adam Bennett
Senior Network Analyst
Information Technology
City of Richmond

Telephone: 604-276-4190
E-mail: abennett@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.

Instructions to Bidders (Cont'd)

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

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.

All Parts below are specific Extreme Networks part numbers, no substitutes will be considered.

ITEM	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
1	Part No. 15105 Summit X250e-24p, 24 10/100BASE-TX with PoE, 2 gigabit combo ports	33		
2	Part No. 16142 Summit X450e-24p, 24 10/100/1000BASE-T with PoE, 4 unpopulated mini-GBIC ports, option slot for 10 Gigabit	11		
3	Part No. 16112 XGM2-2xf, Option card, two unpopulated 10 Gigabit XFP slots,	10		
4	Part No. 10121 SR XFP, 10GBASE-SR XFP, LC Connector	22		
5	Part No. 10122 LR XFP, 10GBASE-LR XFP, LC Connector	10		
6	Part No. 16107 Stacking Cable, 1.5M	34		
7	Part No. 16108 Stacking Cable, 3.0M	3		
8	Part No. 16202 Summit X350-48t, 48 10/100/1000BASE-T, 4 unpopulated mini-GBIC ports, slot for 10 Gigabit option card	3		
9	Part No. 10051 SX mini-GBIC, Mini-GBIC, SFP, 1000BaseSX, LC Connector, 550m transmission	20		
10	Part No. 10052 LX mini-GBIC, Mini-GBIC, SFP, 1000BaseSX, LC Connector, 10kM transmission	20		
11	Part No. 41615 BD 8800 10G8Xc BlackDiamond 8800 8-port 10GBASE-XFP	2		

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

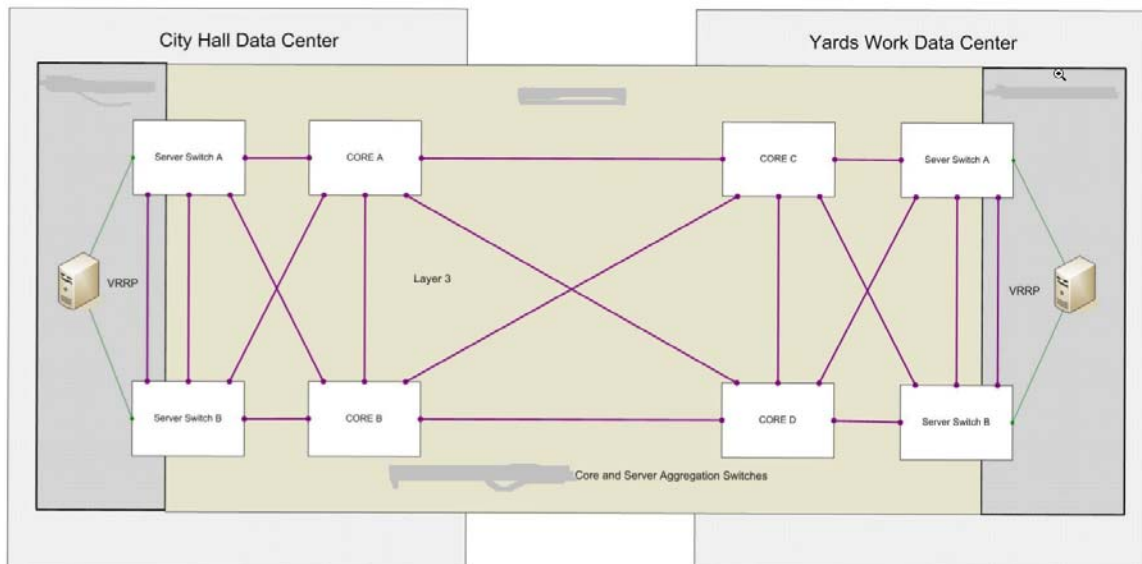
The City has implemented a new Extreme Networks core and distribution network. The network design specifications includes the creation of two cores: a primary and backup both with server aggregation layers and edge/distribution connectivity.

The successful bidder will:

1. Deliver all the network equipment to:
City of Richmond
PublicWorks Yard, Stores c/o IT
5599 Lynas Lane
Richmond, BC
V7C 5B2

City staff will complete all setup and installation of listed equipment.

Network Design:



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 the General Conditions of the 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. Work to Satisfaction of City

The whole of the works 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

General Conditions of the Contract (Cont'd)

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.

5. Work to be in Conformity with Contract Documents and Drawings

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.

6. Permits

The Contractor shall comply with all codes, laws, regulations, and ordinances which concern the work, and unless otherwise provided herein shall obtain and pay for all applicable permits, licences, and certificates.

7. Ownership of Property

The City shall take title to and ownership of all materials and products developed by the Consultant pursuant to this agreement, including reports, drawings, schematics, computer files, and designs developed, except those covered by copyright. All materials and products produced shall be provided to the City upon expiry of this agreement.

8. Insurance

- 8.1 The Contractor shall, at his own expense, carry and keep in force during the term of this agreement, the following coverage.
- a) Professional liability insurance with a minimum limit of \$250,000.00 for each occurrence and \$500,000.00 aggregate.
 - b) Comprehensive general liability insurance with a minimum limit of \$2,000,000 per occurrence with a cross-liability clause.
- 8.2 The City may require a dedicated limit of the Contractor's professional liability policy be allocated to cover the Contractor's work while contracted by the City.
- 8.3 The City shall be added as an additional insured under the Contractor's comprehensive general liability insurance.
- 8.4 All insurance policies shall provide that they cannot be cancelled, lapsed or materially changed without at least 30 days' notice to the City.
- 8.5 Prior to the commencement of the services hereunder, the Contractor shall file with the City a copy of each insurance policy and certificate required. All such insurance shall be maintained until final completion of the service.

General Conditions of the Contract (Cont'd)

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

General Conditions of the Contract (Cont'd)

14. Default

- 14.1 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.
- 14.2 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.
- 14.3 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.

15. 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.

16. Laws

The laws of British Columbia shall govern the work.

17. Time

Time shall be the essence in this Contract.

18. Assignment and Subcontracting

- 18.1 The Contractor will not, without the prior written consent of the City, assign, either directly or indirectly, any right or obligation of the Contractor under this agreement.
- 18.2 No sub-contract entered into by the Contractor will relieve the Contractor from any of his obligations or impose any obligation or liability upon the City to any such sub-contractor.

19. 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.

General Conditions of the Contract (Cont'd)

20. 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.



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.
3789Q

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	