



Contract 2668Q

Stores Request: Supply and Delivery of GARBAGE BAGS

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 2668Q - SUPPLY AND DELIVERY OF GARBAGE BAGS

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, February 17, 2005

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 and 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. The City of Richmond estimates that this Contract will be awarded within three (3) weeks of the closing date. All Bidders submitting Quotations for the Project will be advised as to the outcome.
7. 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.
8. Inquiries during submission of Quotation should be directed as follows:

David M. Walsh	Telephone: 604-244-1213
Supervisor – Stores Section	
City of Richmond	E-mail: dwalsh@richmond.ca
5599 Lynas Lane, Richmond, BC V7C 5B2	
9. Quotations may be withdrawn by written notice only, provided such notice is received at the office of the Manager, Purchasing and Risk prior to time set as closing time for receiving Quotations.

Instructions to Bidders (Cont'd)

10. Quotations shall be open for acceptance for 60 days following the submission closing date.
11. 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.
12. Bidders are advised that submissions of quotes shall be in compliance to the Freedom of Information and Privacy Act.
13. Quoted prices are to be firm for the period from March 1, 2005 to February 28, 2006, and may be extended upon mutual consent for an additional two, one year periods. Total contract not to exceed three years. Material will be ordered on an as and when required basis by the Stores Section.
14. **Samples may be required prior to the award of Contract.**
15. Materials provided under this contract are primarily for inventory maintenance. The City reserves the right to request quotations on individual projects (ie capital work) from the successful bidder or any other supplier.
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. All Bidders receiving copies of the documents will be faxed and/or e-mailed copies of the addenda. It is the sole responsibility of the potential Bidders to check with the City of Richmond's Purchasing Section, the City's Web Site 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.
18. Quantities listed in the Specifications are the totals ordered in the year 2004. Quantities listed on the Schedule of Quantities and Prices are estimates only for a one (1) year period and may be increased or decreased over the lifetime of the contract at no penalty to the City of Richmond.

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 \$ _____

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 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
S2110	Bags-Dog Waste 9”X13”	100/boxes	\$ _____	\$ _____
S2048	Bags-Garbage 12”X10”X4”	15/boxes	\$ _____	\$ _____
S2035	Bags-Garbage 20”X22”	110/boxes	\$ _____	\$ _____
S2036	Bags-Garbage 26”X36”	350/boxes	\$ _____	\$ _____
S106103	Bags-Garbage 30”X38”	650/boxes	\$ _____	\$ _____
S106105	Bags-Garbage 35”X50”	310/boxes	\$ _____	\$ _____
S2051	Bags-Garbage 38”X62”	420/rolls	\$ _____	\$ _____
S2055	Bags-Garbage 38”X50”	270/rolls	\$ _____	\$ _____
S8000	Bags-Recycling Blue 21 5/8”X22”	65/boxes	\$ _____	\$ _____
S4000	Bags-Recycling Yellow 21 5/8”X22”	65/boxes	\$ _____	\$ _____

Subtotal \$ _____

Provincial Sales Tax \$ _____

Goods and Services Tax \$ _____

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

Payment Terms _____

Early Payment Terms _____

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.

	DESCRIPTION OF CONTRACT	TOTAL PRICE OF CONTRACT	DATE COMMENCED	DATE COMPLETED
Company: Contact Name: Phone: E-mail:				
Company: Contact Name: Phone: E-mail:				
Company: Contact Name: Phone: E-mail:				
Company: Contact Name: Phone: E-mail:				

(If additional space is required, attach additional)

Specifications

ITEM	CITY OF RICHMOND REQUIREMENTS	2004 Orders	Unit	BIDDERS TO DESCRIBE ITEMS QUOTED
*S2110	Bags - Dog Waste 9" X 13" (Teddy Bags) (Flat 2000/Box) White pigment / printed art work	102	Box	
S2048	Bags - Garbage 12" x 10" x 4" Clear Poly (Small Recycle Bin) Regular clear	16	Box	
S2035	Bags - Garbage 20" X 22" Regular Black. (500/box)	110	Box	
S2036	Bags - Garbage 26" X 36" - Strong Clear (200/box)	354	Box	
S106103	Bags - Garbage 30" X 38" X-Black (125/Box) Extra Strong Black	641	Box	
S106105	Bags - Garbage 30" X 38" X-Strong Black (125/Box) Extra Strong Black	310	Box	
*S2051	Bags - Garbage 38" X 62" Clear (100/Roll) 4mil Printed blue "Richmond" 4.1/4" font 1 side	42000	EA	
*S2055	Bags - Garbage 38" x 50" Clear (100/roll) 4mil Printed blue "Richmond" 4.1/4" font 1 side	27800	EA	
*S8000	Bags - Recycling Blue 21 5/8" X 22" 5Mil. (200/box) Printed art work *see sample	63	Box	
*S4000	Bags - Recycling Yellow 21 5/8" X 22" 5 Mil (200/box) Printed art work *see sample	67	Box	

Samples of all the bags are available for viewing by contacting the Stores Section at the number listed on page 3 of the document.

* for more detailed specifications, photos, and screen printed samples are also available for these items.

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;
- Have a long service life and/or can be economically and effectively repaired or upgraded, and
- 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 this product been certified by an independent accredited organization such as the Environmental Choice, Green Seal or Energy Star programs? If yes, provide details.				

ENVIRONMENTAL ATTRIBUTES OF THE PRODUCT	YES	NO	N/A	SPECIFY
Has the product been packaged using the least amount of packaging possible? If no, provide reasoning.				
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.				
ENVIRONMENTAL ATTRIBUTES OF THE COMPANY				
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, and
- 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/PO 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 and 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 referencing the City of Richmond Purchase Order number, 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 in equity 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. Taxes

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

General Conditions of the Contract (Cont'd)

10. Laws

The laws of British Columbia shall govern the work.

11. Time

Time shall be the essence in this Contract.

12. Assignment

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

13. 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.

14. 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.

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 Manager Purchasing and Risk 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 **2668Q**

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	