



Contract 2736Q

Supply and Delivery of THREE (3) ICE RESURFACERS

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 copies of quotations, sealed and plainly marked on the envelope:

CONTRACT 2736Q - SUPPLY AND DELIVERY OF THREE (3) ICE RESURFACERS

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, September 29th, 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. The successful bidder will be required to supply to the Manager, Purchasing and Risk, a Performance Bond in the amount of 50% of the total quoted amount shown on the quotation form (for Option A or B selected by the City) within 10 days of acceptance of contract award.
5. This Document with completed Forms will become part of the Contract Documents between the City and the successful Bidder.
6. 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.
7. The City of Richmond estimates that this contract will be awarded within 4 - 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".
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:

Instructions to Bidders (Cont'd)

Purchasing

Kerry Lynne Young
Buyer
Purchasing Section
City of Richmond

Telephone: 604-276-4097

E-mail: purchasing@richmond.ca

Technical

Mike Lederer
Trades Foreman II- Fleet Operations
City of Richmond

Telephone: 604-244-1255

E-mail: mlederer@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 time set as closing time for receiving Quotations.
13. Quotations shall be open for acceptance for 90 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. For Requests for Quotations posted on the City of Richmond Web Site/BC Bid, all addenda will be posted on these sites. For Invitational Requests for Quotations, 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 to ensure that all available information has been received prior to submitting a bid.
17. The City, its 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 \$_____ (Option A)

LUMP SUM TOTAL QUOTED PRICE OF \$_____ (Option B)

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.

Option A – Battery-Powered Ice Resurfacers

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
	Ice Resurfacer Machines – electric powered.	3	\$ _____	\$ _____
	Trade In Allowance for :			
	• Unit 496	1	\$ _____	\$ _____
	• Unit 826	1	\$ _____	\$ _____
	• Unit 827	1	\$ _____	\$ _____

Subtotal \$ _____

Provincial Sales Tax \$ _____

Goods and Services Tax \$ _____

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

Option B – Alternative Powered Ice Resurfacers

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
	Ice Resurfacer Machines – powered by alternative fuels	3	\$ _____	\$ _____
	Trade In Allowance for :			
	• Unit 496	1	\$ _____	\$ _____
	• Unit 826	1	\$ _____	\$ _____
	• Unit 827	1	\$ _____	\$ _____

Subtotal \$ _____

Provincial Sales Tax \$ _____

Quotation Form continued

Goods and Services Tax \$ _____

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

Payment Terms _____

Early Payment Terms _____

Initials of Signing Officer

Additional Pricing Information

This section will provide the City of Richmond with additional pricing information only. It does not commit the City to purchasing additional equipment or options. Please complete this section and attach extra information if necessary.

A) Pricing for Optional Equipment (as listed in Part E of the Specifications)

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
	Automatic Snow Breaker	3	\$ _____	\$ _____
	Water Fill System	3	\$ _____	\$ _____
	Battery Discharge Indicator	3	\$ _____	\$ _____
	Hours Meters	3	\$ _____	\$ _____
	Diagnostic Hand Set	3	\$ _____	\$ _____
	Tire Wash System	3	\$ _____	\$ _____
	Extended Warranty	3	\$ _____	\$ _____
	Auto Lube System	3	\$ _____	\$ _____
	Alternative-Powered Units	3	\$ _____	\$ _____
	Any Other Suggested Options	3	\$ _____	\$ _____

Subtotal \$ _____

Provincial Sales Tax \$ _____

Goods and Services Tax \$ _____

TOTAL QUOTED AMOUNT \$ _____

(Do not carry forward to Quotation Form)

Additional Pricing Information, continued.

B) Additional Ice Resurfacers (Pricing for 2006, 2007, 2008)

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
	Additional Ice Resurfacers (specify whether powered by battery, propane, compressed natural gas or gasoline):			
	If purchased in 2006	3	\$ _____	\$ _____

Subtotal \$ _____
Provincial Sales Tax \$ _____
Goods and Services Tax \$ _____
TOTAL QUOTED AMOUNT \$ _____
(Do not carry forward to Quotation Form)

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
	Additional Ice Resurfacers (specify whether powered by battery, propane, compressed natural gas or gasoline):			
	If purchased in 2007	3	\$ _____	\$ _____

Subtotal \$ _____
Provincial Sales Tax \$ _____
Goods and Services Tax \$ _____
TOTAL QUOTED AMOUNT \$ _____
(Do not carry forward to Quotation Form)

Additional Pricing Information ,continued.

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
	Additional Ice Resurfacers (specify whether powered by battery, propane, compressed natural gas or gasoline):			
	If purchased in 2008	3	\$ _____	\$ _____
	Subtotal		\$ _____	
	Provincial Sales Tax		\$ _____	
	Goods and Services Tax		\$ _____	
	TOTAL QUOTED AMOUNT		\$ _____	
	(Do not carry forward to Quotation Form)			

Previous Sales Information

A) Please indicate the number of units (of the proposed model) that are operating in BC and in Canada.

B) Please indicate the number of units (of the proposed model) that are operating in BC and in Canada.

C) 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:				

(If additional space is required, attach additional)

Specifications

City of Richmond Specifications	Bidder to State Compliance or Deviations to Specifications Below
A. Ice Resurfacer	
<p>1) <u>Type</u> Self-propelled, battery operated four (4) wheel drive ice resurfacer to plane the ice, pickup and store snow, distribute water for making ice and dump snow from a hopper.</p> <p><i>State:</i></p> <ul style="list-style-type: none"> • Make/Model and Production Year. <p>2) <u>Weight & Dimensions</u></p> <p><i>State:</i></p> <ul style="list-style-type: none"> • Weight empty. • Weight loaded. • Length. • Height. • Width. • Height with hopper raised. <p>3) <u>Resurfacer</u> Resurfacer to be easily removable from the chassis with quick disconnect fittings to be used for all hydraulic hoses. Must be adjustable from driver's position. Must have a spring loaded system to maintain constant downward pressure on the ice</p> <p><i>State:</i></p> <ul style="list-style-type: none"> • If the resurfacer is easily removed and adjustable from driver's position. • How downward pressure of resurfacer on ice is accomplished. <p>4) <u>Shaver Blade</u> Two (2) ice shaver blades to be supplied</p>	

<p>with each machine. <i>State:</i> Blade size.</p> <p>5) <u>Ice Shaving Pick Up</u> All shaved ice to be picked up and conveyed into the snow hopper by a double-flighted auger with auger speed fully independent of vehicle speed. Higher capacity slinger to increase snow compaction into hopper is preferred.</p> <p><i>State:</i></p> <ul style="list-style-type: none">• Snow pick up method.• If auger speed is independent of vehicle speed.• Size of snow slinger. <p>6) <u>Ice Making System</u> Water reservoir to be no less than 700 litres(185gal). Corrosion proof tank, polyethylene or equal. Sight gauge and drain</p> <p><i>State:</i></p> <ul style="list-style-type: none">• Reservoir capacity and material. <p>7) <u>Guide Wheel (s)</u> Guide wheel to be installed at the left front corner of machine</p> <p>8) <u>Snow Hopper</u> Snow hopper to be not less than 2.8 cubic meter volumetric capacity hydraulically dumped to the front Corrosion resistant lining required</p> <p><i>State:</i></p> <ul style="list-style-type: none">• Hopper capacity.• If front dump.• Hopper material and lining.• Dump capacity of hoist cylinders. <p>9) <u>Board Brush</u> Board brush must be hydraulically</p>	
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<p>operated.</p> <p><i>State:</i></p> <ul style="list-style-type: none">• If board brush speed is independent from driven speed. <p>10) <u>Wash Water System</u> Wash water system should be controlled by operator while ice resurfacing. Corrosion-proof tank made of polyethylene or equivalent material. Stainless steel water spreader and heavy-duty squeegee.</p> <p><i>State:</i></p> <ul style="list-style-type: none">• Make and model of suction pump.• Capacity of water tank and type of material.• Water spreader piping material.• Describe squeegee mechanism. <p>11) <u>Ice Cleaning</u> The successful bidder's machine must clean a minimum of 18 sheets of ice (200ft x 85 ft) per battery charge.</p> <p><i>State:</i></p> <ul style="list-style-type: none">• Minimum cleans per full charge.• If opportune charge is required to meet minimum cleans.• The effect opportune charging will have on the life-cycle of the battery. <p>12) <u>Paint</u> Entire unit to be painted in factory white. Prefer DuPont <i>Imron White</i>. There are to be no decaling or graphics on the units.</p> <p><i>State:</i> What is offered.</p>	
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B. Chassis	
<p>1) <u>Type</u> Four wheel drive with front steering.</p> <ul style="list-style-type: none">• <i>State:</i> Description of chassis and steering assembly. <p>2) <u>Vehicle Drive</u> Traction drive motor mounted to transfer case. Minimum 15HP electric drive motor. Electric controls with full diagnostic capabilities and dash display. Vehicle speed control to be a foot - operated device.</p> <p><i>State:</i></p> <ul style="list-style-type: none">• Description of vehicle drive system.• What model of drive motor supplied and horsepower.• Describe electric controls and diagnostic capability.• Is throttle foot-operated? <p>3) <u>Brakes</u> Brakes on all four (4) wheels, including a parking brake.</p> <p><i>State:</i> Type of brakes supplied.</p> <p>4) <u>Hydraulic System</u> Hydraulic system to be powered by a separate electric motor.</p> <p><i>State:</i> Make and model of the hydraulic pump. Whether hydraulic pump motor is separate from the drive system.</p> <p>5) <u>Power Steering</u> Required.</p> <p><i>State:</i> Type/style of power steering system.</p>	

6) Wheels & Tires

Five (5) automotive disc wheels, each mounted with radial studded tires.

State:

Size, make and model of tire.

Make and model of wheels supplied.

7) Batteries and Charger

Batteries to have a minimum of 96-months/2000-cycle warranty with local representation for service and replacement. Battery charger to be three-(3) phase 600-volt microprocessor controlled with capability to opportunity charge.

State:

- Battery make, type, rating and voltage.
- Battery warranty period, if pro-rated, what is the schedule.
- If batteries are supplied locally.
- Charger make, model, and voltage.
- If charger is a smart charge type.
- Specify duration for a full battery charge.

8) Transfer Case

Full-time transfer case.

State: Make and model of transfer case.

9) Back-up Alarm

The unit must be equipped with an electric graining alarm device.

State:

- Type, style & model of warning device.
- dBA rating.

10) Lighting Requirements

The units are to be equipped with

<p>headlights, tail lights and brake lights.</p> <p><i>State:</i></p> <ul style="list-style-type: none"> • What is offered <p>11) <u>Operators Station</u> The operator’s station must be equipped with all warning devices (both Audible & Visual), gauges and other options related.</p> <p><i>State:</i></p> <ul style="list-style-type: none"> • List of warning devices. • If audible & visual. • Type & style of gauges. <p>12) <u>Operators Seat</u> The operator’s seat must have a high-quality, durable, adjustable, high back complete with lumbar support and armrests.</p> <p><i>State:</i></p> <ul style="list-style-type: none"> • Make, model and manufacture of seat. • If seat has a high back. • Adjustable positions. • Material and Colour. <p>13) <u>Operator Safety</u> The unit must be equipped and fitted with approved handles and slip-resistant steps for safe egress and degress of the machine.</p> <p><i>State:</i></p> <ul style="list-style-type: none"> • Type, style and make of handles. • Type of slip-resistant material and steps. • All safety compliances (WCB/CSA) standards. 	
C. Miscellaneous	
<p>1) Warranty Provide details concerning the applicable</p>	

machine warranty. Additionally provide warranty, listing make, model and the original manufacturer of components utilized by the manufacturer, but not covered within the standard machine manufacture warranty.

State:

- Standard applicable warranty and terms on machine and attach a copy of the actual warranty document to be delivered with each unit.
- If extended warranty package is available.

2) Training

Provide training to the City of Richmond operators and mechanical staff in the factory prescribed maintenance, diagnostics and repair procedures. Training to be carried out by the factory or factory certified personnel. All costs for training and associated to training are to be the responsibility of the successful bidder.

State:

- Your training capability as described above.
- Training location.
- Availability of training aids.
- Availability of training sessions.

3) Manuals

The following manuals are to be made available to the City of Richmond representative as noted in this document: Six (6) sets each of operators, maintenance, parts and overhaul/service manuals.

State:

- What is offered.

- If available on CD Rom.

4) Parts

State:

- Parts available at the local dealership for this model of machine (attach additional information, if necessary.)
- Nearest parts distribution centre.
- Amount of time required to deliver parts from the distribution centre.
- 24/7 delivery costs, including air shipping costs.

5) Demo Unit

The City of Richmond will require a fully charged demo unit for the purpose of a complete evaluation, both operational and mechanical for approximately three to five days. All costs associated with the demo including pick up and delivery are the responsibility of the supplier.

The demo will involve a practical evaluation of the units proposed. This will include, but not be limited to the following:

- How many cleans can be successfully completed with one charge.
- Blade function.
- General performance.
- Operator ease and comfort.

State:

- What is offered

6) Buy Back Information

Do the supplier and/or the manufacture offer a of buy back option?

State:

- What is offered.
- Conditions of Buyback Arrangement.

<ul style="list-style-type: none">• Cost associated.• Complete schedule and timelines.	
D. Alternative Powered Units	
<p>1) <u>Alternative-Powered Units</u></p> <p>If the bidder is providing a quotation on units that are powered by compressed natural gas, gasoline or propane, these units will conform to the specifications listed in this document.</p> <p>However, these units will be equipped with a 3-way catalytic converter with an approved Lambda fuel management system capable of keeping emissions at or below B.C. ice arena industry target levels of Carbon Monoxide - 11 ppm and Nitrogen Dioxide - 0.250 ppm. These levels are outlined in the British Columbia 1996 "Indoor Air Quality in Ice Arenas" study document developed by the "Ad Hoc Working Group" (representatives from Public Health, WCB, Recreation Facilities Association of B.C.).</p> <p>This equipment will meet all relevant WCB requirements including the recently updated July 27, 2005 <i>WCB Guidelines Part 5 Internal combustion engines - G5.75 Mobile equipment emission controls</i>.</p> <p><i>State:</i> Compliance of proposed alternative fuelled units to the standards listed, or specify if deviations exist.</p>	

<u>E. Optional Equipment</u>	<u>Bidder to Provide Information on the Options Listed in this Section</u>
<p>1) <u>Automatic Snow Breaker</u> <i>State:</i> Type/style/make/model</p> <p>2) <u>Water Fill System</u> Battery water fill system that will top-up all batteries in one step. <i>State:</i> What is offered as the water fill system.</p> <p>3) <u>Battery Discharge Indicator</u> Dash mounted battery discharge indicator <i>State:</i> What is offered.</p> <p>4) <u>Hours Meters</u> Separate hour meters for traction drive and hydraulic pump drive <i>State:</i> What is offered.</p> <p>5) <u>Diagnostic Hand Set</u> <i>State:</i> What is offered.</p> <p>6) <u>Tire Wash System</u> <i>State:</i> What is offered.</p> <p>7) <u>Extended Warranty</u> Provide terms and pricing of optional extended warranty where available for the machine and components and attach copy of actual optional warranty document to be delivered with unit of optional warranty is purchased.</p> <p>8) <u>Auto Lube System</u> To provide ease of servicing the City of Richmond requests the successful bidder</p>	

<p>shall provide a description of an auto lube system complete with all costs associated.</p> <p><i>State:</i></p> <ul style="list-style-type: none">• What is offered.• Make & model of auto lube system. <p>9) <u>Any Other Suggested Options:</u></p> <p><i>State:</i> Any other options that may enhance the operation of this machine effectively and efficiently (attach additional information if necessary).</p>	
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Additional Conditions:

Trade Ins:

Bidders may offer trade-in allowance for the (3) Ice Resurfacers listed below (Please list your trade in allowance on the *Schedule of Quantities and Prices – Option A*). However, this is not a mandatory condition of this tender. The City of Richmond reserves the right to dispose of the surplus Ice Resurfacers by other methods, such as public auction or surplus offer or a combination of methods that will result in the best value to the City. Inspection of these units (listed below) can be arranged through Mike Lederer Trades Foreman II, Fleet Operations, (604) 244-1255.

Unit 1:

Unit number 496
1986 Zamboni 520
Serial number - 3627
Approximate working hours - 6800

Unit 2:

Unit number 826
1994 Zamboni 520
Serial Number – 5066
Approximate working hours – 8687

Unit 3:

Unit number 827
1994 Zamboni 520
Serial Number - 5067
Approximate working hours - 7951

Delivery:

All three units are to be delivered to:

City of Richmond
Fleet Operations
5599 Lynas Lane
Richmond BC V7C 5B2

Required Documentation:

The following documentation shall accompany each Unit at the time of delivery. Failure to comply with all or some of the listed documents will delay the City's acceptance of the unit.

- Invoice(s) for the units.

- British Columbia Motor Vehicle Branch form APV/9T – Transfer Tax Form/Statement of Vehicle Origin or equivalent documentation from originating jurisdiction.
- Customs documentation, if applicable.
- Owner service policy and warranty.
- Warranty documents for installed accessories.
- Line sheet for each unit.
- Any other related documentation.

Plant Production Limitations:

If any unit ordered under the Contract cannot be manufactured because of plant production limitations, the City of Richmond reserves the right to purchase the current replacement model at a revised price.

The revised price shall be based on a percentage adjustment based on

- the published manufacturer's retail/list prices at the time of the Tender and
- the first published manufacturer's retail/list prices for the next model year.

The supplier shall notify the Manager of Purchasing & Risk in writing if a production situation occurs, and shall submit with the letter of notification, comparative manufacturer's retail lists supporting the proposed revision(s).

Standards:

The Ice Resurfacers must meet the requirements of the following standards:

1. ANSI
2. Workers Compensation Board
3. Canadian Standards Association

Additional Information

Quotation Form:

The City of Richmond is seeking information on purchasing three additional units that match the specifications in this RFQ. This is for budgetary purposes only and does not commit the City of Richmond to purchase more than three units under this contract.

It is the intent of the City to purchase battery-powered units under this contract, however, the City will consider options for alternative-fuelled units.

Please include any price information on optional equipment as listed in Part D. of the specifications.

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.

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. Performance Bond

The successful Bidder shall, within ten (10) days from the date of acceptance of contract award, provide a Performance Bond in the amount of 50% of the total quoted amount shown on the Quotation Form (for Option A or B selected by the City of Richmond) and drawn up in accordance with the requirements specified in the Contract Documents. The surety(s), issued by a surety company licensed to transact business in British Columbia, must be in a form and contain terms satisfactory to the City Clerk's Office. The cost of the Performance Bond shall be borne by the Contractor.

4. 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.

General Conditions of the Contract (Cont'd)

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.

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 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.

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.

General Conditions of the Contract (Cont'd)

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

General Conditions of the Contract (Cont'd)

"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

2736Q

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	