



**Contract 2771Q**

**Supply and Delivery of STORAGE AREA NETWORK AT WORKS YARD STORES**

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 2771Q - SUPPLY AND DELIVERY OF STORAGE AREA NETWORK AT WORKS YARD STORES**

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:

**Monday, November 21, 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 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. The City of Richmond estimates that this contract will be awarded within two (2) weeks of the closing date. All bidders submitting Quotations for the Project will be advised as to the outcome. 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.
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 packing, crating, freight, cartage, shipping charges, cost of unloading supplies at destination, and all tariffs, taxes and duties.

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

9. Inquires during submission of Quotation should be directed as follows:

Purchasing  
David Phipps - Supervisor  
Purchasing Section  
City of Richmond

Telephone: 604-276-4287

E-mail: [purchasing@richmond.ca](mailto:purchasing@richmond.ca)

Technical  
David Gillis  
Tech & Network Service  
City of Richmond

Telephone: 604-276-4001

E-mail: [dgillis@richmond.ca](mailto:dgillis@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 time set as closing time for receiving Quotations.
11. Quotations shall be open for acceptance for 60 days following the submission closing date.
12. 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.
13. Bidders are advised that submissions of quotes shall be in compliance 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, BCbid or the Purchasing Section to ensure that all available information has been received prior to submitting a bid.
15. 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 \$ \_\_\_\_\_**

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.

| Model / Feature | Description / Software License Type                      | Qty | Unit Price | Extended Price | Elite Maintenance Price Months 1-24 | Elite Maintenance Price Months 25-48 |
|-----------------|--|-----|------------|----------------|-------------------------------------|--------------------------------------|
| <b>Hardware</b> |  |     |            |                |                                     |                                      |
| FLX3801-0000    | FLX380 4GB ENTERPRISE CNTRL                              | 1   |            |                |                                     |                                      |
| FLX3801-AR01    | ADJUSTABLE RACK RAILS                                    | 1   |            |                |                                     |                                      |
| FLX3801-F619    | DOMESTIC 110V/220V NEMA PLUGS                            | 1   |            |                |                                     |                                      |
| FLX3801-MDM0    | NO MODEM   | 1   |            |                |                                     |                                      |
| FLA3001-0000    | FLA300 ACCESS-CEN SWITCH ARRAY                           | 2   |            |                |                                     |                                      |
| FLA3001-AR01    | ADJUSTABLE RACK RAILS                                    | 2   |            |                |                                     |                                      |
| FLA3001-F619    | DOMESTIC 110V/220V NEMA PLUGS                            | 2   |            |                |                                     |                                      |
| FLA3001-F46E    | 14 146GB 10K FIBRE DRIVES                                | 2   |            |                |                                     |                                      |
| FLA3001-ALRM    | AUDIBLE ALARM  | 2   |            |                |                                     |                                      |
| FLA3001-OPTA    | OPTICAL ATTACH   | 2   |            |                |                                     |                                      |
| SNS4508-0000    | SPHEREON 4500, 8 PORT SWITCH                             | 1   |            |                |                                     |                                      |
| <b>Software</b> |  |     |            |                |                                     |                                      |
| FLSMGR1-0000    | SANTRICITY ENTRP STORAGE MGR<br>License Type: Perpetual  | 1   |            |                |                                     |                                      |
| FLSMGR1-L915    | LEVEL 9.15   | 1   |            |                |                                     |                                      |
| FLSMGR1-W2KN    | INITIAL W2K STOR MGR                                     | 1   |            |                |                                     |                                      |
| FLSMGR1-HPXD    | SANTRICITY,HP STORAGE MGR<br>License Type: Perpetual     | 1   |            |                |                                     |                                      |
| FLSMGR1-LIND    | SANTRICITY,LINUX STOR MGR<br>License Type: Perpetual     | 1   |            |                |                                     |                                      |
| FLSMGR1-SUND    | SANTRICITY,SUN STORAGE MGR                               | 1   |            |                |                                     |                                      |
| FLSMGR1-W23D    | License Type: Perpetual<br>SANTRICITY, W2K3 STORAGE MGR  | 1   |            |                |                                     |                                      |
| FLSPLAT-0000    | License Type: Perpetual<br>64PART/SNAP/IVC/RVM ENTRP PLT | 1   |            |                |                                     |                                      |
| FLSMIR1-0000    | License Type: Perpetual<br>ENTRP REMOTE VOLUME MIRROR    | 1   |            |                |                                     |                                      |
|                 | License Type: Perpetual                                  |     |            |                |                                     |                                      |
|                 | TOTAL PRICES:  |     |            |                |                                     |                                      |

Subtotal \$ \_\_\_\_\_

Provincial Sales Tax \$ \_\_\_\_\_

Goods and Services Tax \$ \_\_\_\_\_

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

Payment Terms \_\_\_\_\_

Early Payment Terms \_\_\_\_\_

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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.

|  | <b>DESCRIPTION OF CONTRACT</b> | <b>TOTAL PRICE OF CONTRACT</b> | <b>DATE COMMENCED</b> | <b>DATE COMPLETED</b> |
|--|--------------------------------|--------------------------------|-----------------------|-----------------------|
| Company:<br><br>Contact Name:<br><br>Phone:<br><br>E-mail: |                                |                                |                       |                       |
| Company:<br><br>Contact Name:<br><br>Phone:<br><br>E-mail: |                                |                                |                       |                       |
| Company:<br><br>Contact Name:<br><br>Phone:<br><br>E-mail: |                                |                                |                       |                       |
| Company:<br><br>Contact Name:<br><br>Phone:<br><br>E-mail: |                                |                                |                       |                       |

(If additional space is required, attach additional)



**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. Inspection**

All supplies shall be subject to inspection and test by and shall meet the approval of the Manager of Purchasing and Risk and his decision shall be final and binding upon all parties.

In case any supplies or lots of supplies are defective in material or workmanship otherwise not in conformity with the specifications of the contract, the Manager of Purchasing and Risk shall have the right either to reject them or to require their correction.

Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, but failure to inspect and accept or reject supplies shall not relieve the contractor from responsibility for such supplies as are not in accordance with the specifications.

### **4. Warranty**

Unless otherwise specified, the contractor warrants that in the manufacture of the supplies only the best workmanship and materials have been employed and if, within a period of one (1) year from the date of acceptance of the supplies by the City, such supplies or any portion thereof are found by the City to be defective or faulty due to imperfect or bad workmanship or material, the contractor agrees, to replace such defective supplies forthwith without expense to the City.

**General Conditions of the Contract (Cont'd)**

**5. Payments**

The contractor shall be paid within 30 Days after the submission by the contractor of properly prepared invoices to the Accounts Payable Section for supplies delivered and accepted or services rendered and accepted. However, the City may withhold an amount equal to two times the value of goods or services not provided by the Contractor from any amounts owing to the Contractor.

**6. Indemnification and Insurance**

The Contractor will indemnify, hold and save harmless the City from and against all claims, losses, damages, costs, actions and other proceedings, made, sustained, brought or prosecuted in manner, based upon, occasioned by attributable to any injury, including death, property damage, infringement or damage arising from any act or omission of the Contractor, his employees, officers, volunteers, servants or agents or persons from whom the Contractor has assumed responsibility in the performance or purported performance of this agreement.

**7. Liens**

The Contractor shall fully indemnify the City from and against any and all liability or expenses by way of legal costs or otherwise in respect of any claim which may be made for a lien or charge at law or inequity or to any claim or liability under the Builders Lien Act, or to any attachment for debt, garnishee process, or otherwise.

**8. Patent Fees**

The Contractor shall pay all royalties and licence fees and shall save the City harmless from loss on account of suits or claims of infringement of patents in the doing of the work.

**9. Default**

- (a) The City may, by notice of default to the contractor, terminate the whole or any part of this contract if the contractor fails to make delivery of the supplies within the time specified, or to perform any other provisions of this contract.
- (b) In the event the City terminates this contract in whole or in part as provided in clause (a) the City may procure supplies or services similar to those so terminated, and the contractor shall be liable to the City for any excess costs for such similar supplies or services.
- (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.

**General Conditions of the Contract (Cont'd)**

**10. Taxes**

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

**11. Laws**

The laws of British Columbia shall govern the work.

**12. Time**

Time shall be the essence in this Contract.

**13. Assignment**

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

**14. Changes**

The City may make changes to the Contract and time and value shall be adjusted accordingly, except for emergencies all changes shall be made by written order.

**15. Notices**

Any notice required to be given in this Contract shall be deemed to be duly given to the City if sent by registered mail addressed to the City's Purchasing and Risk Manager at "City Hall, 6911 No. 3 Road, Richmond, BC V6Y 2C1" and to the Contractor if sent by registered mail addressed to the Contractor at the address set forth in the Quotation.



**City of Richmond**  
Finance & Corporate Services Division

**Notice of No Bid**

**Note:** Receipt of this completed form will assist us in calling for future bids. Please complete and submit this form prior to the closing date and time as shown on the Request for Quotation/Proposal/Tender form.  
Please remember to include Quotation/Proposal/Tender No. at right.

Quotation/Proposal/Tender  
No. **2771Q**

**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<br><input type="checkbox"/> Yes <input type="checkbox"/> No | Authorized Company Official – Signature and Title | Date  |
| This space for City of Richmond Comments  |   | Firm Name   |
|   |   | Address   |
|   |   | City  |
|   |   | Province <span style="float: right;">Postal Code</span> |