



2950Q Supply and Delivery of Bulk Road Salt 2006/2007 Winter Season

1. The City of Richmond is looking to establish a contract for the supply and Delivery of bulk road salt. Salt will be ordered on an as and when required basis.
2. Please submit pricing as indicated on the Quotation Sheet.
3. Please complete this document and return pages two and three (2 and 3) in a sealed envelope, plainly marked on the envelope:

Contract 2950Q – Supply and Delivery of Bulk Road Salt 2006/2007

Quotations may be faxed or dropped off and will be received at the Information Counter, Main Floor, Richmond City Hall, addressed to the Manager – Purchasing and Risk, 6911 No. 3 Road, Richmond, BC, V6Y 2C1, until Monday, October 16, 2006, 12:00 noon, local time.

4. The lowest or any quotation may not necessarily be accepted
5. Inquires during submission of Quotation should be directed as follows:

Purchasing
Art Trinidad
Buyer/Stores Operations
Purchasing Section
City of Richmond

Telephone: 604-244-1244

E-mail: atrinidad@richmond.ca

6. Bidders are advised that submissions of quotes shall be in compliance to the Freedom of Information and Privacy Act.

QUOTATION FORM

Road Salt must meet all M.O.H. and A.S.T.M. specifications and contain an anti-caking agent to keep it free flowing. Salt is to be purchases on an “as and when required” basis. Quote prices **EXCLUDING** PST and GST.

BULT ROAD SALT

Price: F.O.B. your depot _____/metric ton

Price: Deliver to City Operations Yards – 5599 Lynas Lane, Richmond, BC _____/metric ton

LIQUID BRINE SOLUTION

Price: F.O.B. your depot _____/metric ton

Price: Deliver to City Operations Yards – 5599 Lynas Lane, Richmond, BC _____/metric ton

No Magnesium chloride will be used by the City of Richmond. The City does not expect to purchase brine in the years 2006/2007 unless necessary.

LOCATION OF DEPOT

Daily Hours of Operation

Hours in an Emergency Situation

Items sold to the City of Richmond will be paid upon received of an Invoice, marked with the correct Open PO Number and having the following Terms:

PAYMENT TERMS _____ EARLY PAYMENT TERMS _____

The undersigned Bidder agrees to supply the goods or materials within _____ days of ordering.

Name of Bidder: _____

Address: _____

Telephone No: _____

Name, Signature,
and Title of
Signing Officer: _____

Date: _____

E-mail: _____

Web Address: _____

WCB Number: _____

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.

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.

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.