



**3942Q - Supply and Loading of SAND & GRAVEL**

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 3942Q - SUPPLY AND LOADING OF SAND & GRAVEL**

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, May 20, 2010**

2. Quotations received in the office of the Purchasing Section after the above-mentioned time and date will be returned unopened.
3. The City of Richmond invites quotations for the Supply and Loading of Sand and Gravel on an “as and when required” basis for the period May 18, 2010 to May 19, 2011. Requirements for the City’s capital projects are not included in this Request for Quotation.
4. Quoted prices are to be on a per metric tonne basis and must remain firm for period identified in Section 3.
5. Quotations received will be posted to the City’s “Sand and Gravel Program” As the City calls for the supply of products, suppliers shall ensure that the materials provided have been quoted to the City and are described on the packing slip the same as shown on the City’s “Schedule of Products and Pricing”. In the event the description shown on the City’s form differs from that of your delivery ticket, please modify the City’s description to match that shown on your delivery tickets.
6. All goods are to be signed by a City representative who shall retain a copy of the signed delivery ticket and forward to the Works Yard Clerks for payment. All additions and changes to quotations must be communicated to the Buyer in Stores Operations:

Art Trinidad	Telephone:	604-244-1244
Buyer/ Stores Operations	Fax:	604-244-1227
Business & Financial Services	Email:	atrinidad@richmond.ca

5599 Lynas Lane

7. Materials shall comply to the City’s specifications and to the British Columbia Ministry of Highways Specifications; the more stringent specifications shall take precedence over the former.
8. Bidders shall attach to their quotation a gradation chart and/or product composition description.

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

9. 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.
10. Notwithstanding any other provision in the Quotation documents, the City has in its sole discretion, the unfettered right to:
  - a) accept any Quotation;
  - b) reject any Quotation;
  - c) reject all Quotations;
  - d) accept a Quotation which is not the lowest Quotation;
  - e) accept a Quotation that deviates from the requirements, specifications, or the conditions specified in this Quotation;
  - f) reject a Quotation even if it is the only Quotation received by the City;
  - g) accept all or any part of a Quotation; and
11. Quotations will be evaluated on the basis of the overall value to the City based on quality, service, price and any other criteria set out herein including, but not limited to:
  - a) the Bidders ability to meet the requirements as set out herein;
  - b) financial offer;
  - c) any other criteria as set out in this RFQ.
12. The City estimates that this contract will be awarded within two (2) weeks of the closing date.
13. Prices quoted will be in Canadian currency and exclusive of all taxes. F.O.B. destination to the sites named herein, with all freight unloading at destination, import duties, brokerage, royalties, handling, overhead profit and all other costs shall be included.
14. Inquires during submission of Quotation should be directed as follows:

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

Purchasing

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

Telephone: 604-276-4097  
E-mail: [purchasing@richmond.ca](mailto:purchasing@richmond.ca)

15. 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 time / date set as the closing time for receiving Quotations.
16. Quotations shall be open for acceptance for 60 days following the submission closing date.
17. Bidders are advised that submissions of quotes shall be in compliance to the Freedom of Information and Privacy Act.
18. 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.
19. The City, it's agents and employer shall not be responsible for any information given by way of verbal communication.
20. 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, Sand & Gravel Gradation Chart, and General Conditions of Contract, and having full knowledge of the work required, does hereby offer to provide all necessary materials in strict accordance with the Quotation Form and the Sand & Gravel Gradation Chart and to do all therein called for on the terms and conditions and under the provisions therein set forth at the:

**PAYMENT TERMS \_\_\_\_\_ EARLY PAYMENT TERMS \_\_\_\_\_**

Prices are quoted on a per metric tonne and are firm for a one year period. Prices include and cover duties, handling and transportation charges, and all other charges incidental to and forming part of this Quotation with the exception of Federal, (including G.S.T.), and Provincial Taxes as per Section 8 Instructions to Bidders.

The undersigned Bidder agrees to supply the whole of the materials within \_\_\_\_\_ weeks of acceptance.

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Name, Signature,  
and Title of  
Signing Officer: \_\_\_\_\_  
\_\_\_\_\_

Telephone No: \_\_\_\_\_

E-mail: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Web Address: \_\_\_\_\_

Date: \_\_\_\_\_

	SPECIFICATION #	DESCRIPTION	ESTIMATED ANNUAL USE (TONNES)	PRICE PER TONNE	TOTAL
366		Concrete Sand		\$	\$
367		Fine Washed Sand		\$	\$
361		Pump Sand	300	\$	\$
339		Fill Sand (Bank)		\$	\$
370		5mm Birdseye		\$	\$
364		Crushed Screenings		\$	\$
352		19-25mm Minus Road Base	15,000	\$	\$
340		75mm Minus Road Base	1,200	\$	\$
341		150MM Minus Road Base		\$	\$
342		40mm Stone		\$	\$
343		25mm Clear Crush	2,500	\$	\$
344		40mm Clear Crush		\$	\$
345		25mm Minus Limestone		\$	\$
373		50mm-150mm Riverstone		\$	\$
346		25mm Minus Reclaimed Concrete	700	\$	\$
347		75mm Minus Reclaimed Concrete	1,200	\$	\$
356		25mm Clear Crush Recycled		\$	\$
349		25mm Recycled Asphalt & Concrete	4,200	\$	\$
362		Single Screen Shredded Soil		\$	\$
363		Double Screen Shredded Soil		\$	\$
374		Playfield Fairway Sand 3m - Includes Delivery	2,650	\$	\$
351		450 mm Rip Rap (Reclaimed Concrete)	3,560	\$	\$

	SPECIFICATION #	DESCRIPTION	ESTIMATED ANNUAL USE (TONNES)	PRICE PER TONNE	TOTAL
358		75 mm Clear Crush - Reclaimed Concrete	250	\$	\$
359		12' - 18' Rip Rap Rock	2,550	\$	\$
360		150 mm Clear Crush Reclaimed Concrete	250	\$	\$
531		All Weather Sports field Blend (Gyro)	520	\$	\$



**SAND AND GRAVEL GRADATION CHART**

Amounts shown are the percentage passing the corresponding metric sieve size. Slight variances in these amounts are acceptable.

Metric Sieve Size	Spec #1	#2	#3	#4	#5	#6	#7	#8	#9	#10	#11	#12	#13
75mm											100		100
56mm									100				85
40mm								100	75-100		95		
28mm							100	90	75-90	100	80		
20mm								5	5	97	25	100	70
14mm			100					1	1	40	10		60
12.5mm			98							20			
10mm	100		98	100	100		60-95			5		75	50
5mm	95	100	95	75		99	40-70			2	5	5	30
2.5mm	90	75-100	85	5	50		25-50						15
1.25mm	75	55-100	75	1		50	15-35						
0.630	30-100	50				30	10-25						
0.315mm	25	0-70	25			20	5-20						
1.60mm	5	0-40	10			10	3-15						10
0.080mm	2	0-10	5			5	2-10						5

## **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 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 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 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 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**  
Business & Financial Services Department

**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.  
**3942Q**

**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	