



**REQUEST FOR QUOTATION 4671Q
SUPPLY & DELIVERY OF TWO (2) 5000lb EXTERIOR FORKLIFTS**

Quotations 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 on Wednesday, July 18, 2012

NOTES:

1. Three (3) copies of quotations shall be in a sealed envelope or package marked with the bidder's Name, the RFQ Title and Number.
2. The Closing time will be conclusively deemed to be the time shown on the clock used by the City for this purpose.
3. Faxed quotations will not be received or considered.

All queries related to the RFQ shall be submitted
in writing to the attention of:

Daianna Panni - Buyer I

email: purchasing@richmond.ca

The deadline for all enquiries is **12:00 pm local time, on Wednesday, July 4, 2012.**

TABLE OF CONTENTS

PART A – INSTRUCTIONS TO BIDDERS	2
1.0 Description of Requirement.....	2
2.0 Contract Term- Intentionally Omitted	2
3.0 Pricing.....	2
4.0 Inquiries and Clarifications.....	2
5.0 Inspection of Site- Intentionally Omitted	2
6.0 Submission of Quotation	2
7.0 Conflict of Interest	3
8.0 Evaluation of Quotations	4
9.0 Acceptance and Rejection of Quotations.....	4
10.0 Award of Contract	5
11.0 Publication of the Results of the Request for Quotation - Intentionally Omitted	6
12.0 Quantities.....	6
13.0 Brand Names – Intentionally Omitted	6
14.0 Alternates and/or Variations to Specifications.....	6
15.0 Freedom of Information and Protection of Privacy Act (BC)	6
16.0 Confidentiality	6
17.0 Insurance.....	7
18.0 Bid Bond- Intentionally Omitted	7
PART B – GENERAL CONDITIONS.....	8
1.0 Definitions	8
2.0 Sub-contractors	9
3.0 Independent Contractor.....	10
4.0 Assignment	10
5.0 Time of the Essence	10
6.0 Laws, Permits and Regulations.....	11
7.0 Inspection.....	11
8.0 Responsibility For Supplies	11
9.0 Quality of Workmanship and Materials.....	11
10.0 Warranty	12
11.0 Indemnification and Insurance.....	12
12.0 Termination.....	14
13.0 Payments.....	15
14.0 Taxes.....	15
15.0 Non-resident Withholding Tax - Intentionally Omitted	15
16.0 Performance Bond- Intentionally Omitted.....	16
17.0 Protection of Person and Property- Intentionally Omitted.....	16
18.0 Clean Up- Intentionally Omitted	16
19.0 Character of Workers- Intentionally Omitted	16
20.0 Conduct of the Contract	17
21.0 Rectification of Damage and Defects	17

22.0	Failure to Perform.....	17
23.0	Dispute Resolution.....	18
24.0	Delivery	19
25.0	Changes in Requirements	19
PART C - REQUIREMENTS		19
PART D – QUOTATION FORM		29
	Quotation Form.....	29
	Schedule of Quantities and Prices.....	30
	Schedule of Options and Prices	31
	Schedule of Alternatives and Prices.....	32
	Undertaking of Liability Insurance.....	33
	List of Previous Contracts.....	34

**REQUEST FOR QUOTATION 4671Q
SUPPLY & DELIVERY OF TWO (2) 5000LB EXTERIOR FORKLIFTS**

Name of Bidder: _____

Address: _____

City: _____

Province: _____

Postal Code _____

Telephone Number: _____

Contact Person: _____

Title: _____

Email Address: _____

Fax Number: _____

PART A – INSTRUCTIONS TO BIDDERS

PART A – INSTRUCTIONS TO BIDDERS

1.0 Description of Requirement

- 1.1 Quotations are invited for supply & delivery of Two (2) 5000lb Exterior Forklifts (the “Unit”) as set out herein, for the City of Richmond (The “City”).
- 1.2 Bidders are required to submit a quotation for the full requirement only. Partial responses will be put aside and given no further consideration.

2.0 Contract Term- Intentionally Omitted

3.0 Pricing

- 3.1 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 included.

4.0 Inquiries and Clarifications

- 4.1 It is the sole responsibility of the Bidder to thoroughly examine these documents and satisfy itself as to the full requirements of this RFQ. Inquiries are to be in written form e-mailed to the contact person shown on the cover page. If required, an addendum will be published on the following websites:
 - a) BC Bid: <http://www.bcbid.gov.bc.ca/open.dll/welcome?language=En>
 - b) City’s website: <http://www.richmond.ca/busdev/tenders.htm>
- 4.2 The City, its agents and employer shall not be responsible for any information given by way of oral or verbal communication.

5.0 Inspection of Site- Intentionally Omitted

6.0 Submission of Quotation

- 6.1 The response to this Request for Quotations (RFQ) with all accompanying schedules, appendices or addenda submitted by the Bidder will be received up to the closing time on the date and in the place shown on the title page of this RFQ (the “Closing Time”). The Quotation shall be submitted on the forms provided in a sealed envelope or package, marked with the Bidder’s name and the RFQ title and number.

PART A – INSTRUCTIONS TO BIDDERS

- 6.2 Quotations received after the Closing Time or in locations other than the address indicated, will not be accepted and will be returned unopened.
- 6.3 The Bidder shall submit three (3) copies of its Quotation in accordance with the instructions stated herein.
- 6.4 The Bidder must enter its corporate or legal business name on the final page of the Quotation Form. The Quotation Form must be signed in the place provided by an officer or employee having authority to bind the Bidder to the terms and conditions of this RFQ. All other pages of the Quotation Form must be initialled by the authorized signatory in the spaces provided.
- 6.5 Amendments to a Quotation may be submitted if delivered in writing prior to the Closing Time in a sealed envelope or package, marked with the Bidder's name and the RFQ title and number.
- 6.6 Quotations may be withdrawn by written notice only, provided such notice is received at the Purchasing Services office prior to Closing Time.
- 6.7 All costs associated with the preparation and submission of the Quotation, including any costs incurred by the Bidder after the Closing Time, will be borne solely by the Bidder.
- 6.8 By submitting a Quotation, the Bidder acknowledges and agrees that the City will not be responsible for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by the Bidder as a result of or arising out of submitting a Quotation for the proposed Contract, or due to the City's acceptance or non-acceptance of their Quotation or any breach by the City of the bid contract between the City and each of the Bidders or arising out of any contract award not made in accordance with the express or implied terms of the Quotation documents.

7.0 Conflict of Interest

- 7.1 By submitting a Quotation, the Bidder warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Bidder, has any financial or personal relationship or affiliation with any elected official or employee of the City or their immediate families which might in any way be seen by the City to create a conflict.

PART A – INSTRUCTIONS TO BIDDERS

8.0 Evaluation of Quotations

- 8.1 Quotations will be evaluated on the basis of the overall best value to City based on quality, service, price and any other criteria set out herein including, but not limited to:
- a) the Bidder's ability to meet the Requirements, qualifications and competencies set out herein;
 - b) financial offer including but not limited to life cycle cost (transaction price, estimated residual value, operating cost including maintenance, repair and fuel costs) warranty, and any other life cycle considerations;
 - c) the Bidder's ability to meet the delivery timelines set out herein;
 - d) the Bidder's business and technical reputation and capabilities; experience and where applicable, the experience of its personnel; financial stability; track record; and references of current and former customers;
 - e) equipment quality, configuration, age and condition; and
 - f) any other criteria set out in the RFQ.
- 8.2 Prior to Contract award, the Bidder may be required to demonstrate financial stability. Should the City so request, the Bidder will be required to provide annual financial reports or a set of financial statements prepared by an accountant and covering the last two (2) fiscal years.
- 8.3 The City may, prior to Contract award, negotiate changes to the scope of the Work, the materials, the Specifications or any conditions with any one or more of the Bidders without having any duty or obligation to advise any other Bidders or to allow them to vary its prices as a result of changes to the scope of Work, the materials, the Specifications, or any conditions, and the City shall have no liability to any other Bidder as a result of such negotiations or modifications.
- 8.4 All sub-contractors of the Bidder will be subject to the same evaluation process. It is the responsibility of the Bidder to guarantee that all its sub-contractors will comply with all the Requirements and terms and conditions set out herein.
- 8.5 Preference may be given to Quotations offering environmentally beneficial products or services. Specifically, in accordance with the City's Green Fleet Policy 2020, vehicles with highest fuel efficiency and cost effectiveness based on considerations of life-cycle costing and financial investment requirements and vehicles which maximize the use of alternative fuels and technologies will be considered

PART A – INSTRUCTIONS TO BIDDERS

9.0 Acceptance and Rejection of Quotations

- 9.1 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
 - h) split the Requirements between one or more Bidders.
- 9.2 All Quotations shall be irrevocable and remain open for a minimum of sixty (60) days after the Closing Time, whether or not another Quotation has been accepted.
- 9.3 The City may waive any non-compliance with the RFQ, the Requirements, the Specifications, or any conditions, including the timing of delivery of anything required by this RFQ and may elect to retain for consideration Quotations which are non-conforming, which do not contain the content or form required by the RFQ or which have not complied with the process for submission set out herein.

10.0 Award of Contract

- 10.1 Award of a Contract is contingent on funds being approved and the contract award being made by the appropriate City authority.
- 10.2 The purchase order, the Quotation, the RFQ and such other documents including all amendments or addenda, shall form the basis for the Contract between the Contractor and the City. In the event of a conflict between any of the Contract Documents, the following documents will take precedence and govern over each other in the following order of priority from highest to lowest:
- a) The City's purchase order including the standard purchase order terms and conditions;
 - b) Or any mutually agreed to amendments between the Bidder and the City;
 - c) The Quotation; and
 - d) The RFQ and any subsequent addenda.

PART A – INSTRUCTIONS TO BIDDERS

10.3 Where the head office of the successful Bidder is located within the City and/or where the successful Bidder is required to perform the Service at a site located within the City, the successful Bidder is required to have a valid City business license prior to Contract execution.

10.4 The City is not under any obligation to award a Contract and may elect to terminate this RFQ at anytime.

11.0 Publication of the Results of the Request for Quotation

11.1 The City will publish the name of the successful Bidder on the websites listed in Section 4.1. No other notices will be issued by the City. Bidders shall visit these websites to obtain the results of this Request for Quotation.

12.0 Quantities

12.1 The quantities stated herein are the City's best estimates of its requirements and should not be relied on. Actual quantities may vary.

13.0 Brand Names – Intentionally Omitted

14.0 Alternates and/or Variations to Specifications

14.1 Except where stated otherwise herein, the Specifications describe what is considered necessary to meet the performance requirements of the City and Bidders should bid in accordance with such Specifications, or if the Bidder cannot meet the Specifications, the Bidder may offer an alternative which it believes to be the equivalent.

14.2 If in addition to bidding on goods, materials, equipment and/or services that meet the Specifications, the Bidder wishes to offer an alternative, the alternative Quotation shall be submitted separately in the same format as the initial Quotation.

14.3 The City is not obligated to accept any alternatives.

14.4 The City will determine what constitutes allowable alternatives and/or variations.

15.0 Freedom of Information and Protection of Privacy Act (BC)

15.1 Bidders should note that the City of Richmond is subject to the Freedom of Information and Protection of Privacy Act (British Columbia), which imposes significant obligations on the City's contractors to protect all personal information acquired from the City in the course of providing any service to the City.

PART A – INSTRUCTIONS TO BIDDERS

16.0 Confidentiality

- 16.1 Information about the City obtained by Bidders must not be disclosed unless prior written authorization is obtained from the City.
- 16.2 The Contractor agrees that this obligation of confidentiality will survive the termination of the Contract between the Contractor and the City.

17.0 Insurance

- 17.1 The contractor will be required to Indemnify and Insure the City as shown in the General Conditions of the Contract.
- 17.2 Bidders shall have the Undertaking of Liability Insurance Form Letter L1-1 within the document completed and submitted with their Quotation.
- 17.3 All requested policies and certificates shall be submitted to the Purchasing Section before a contract is issued to carry out the work.

18.0 Bid Bond- Intentionally Omitted

PART B – GENERAL CONDITIONS

1.0 Definitions

The following words and terms, unless the context otherwise requires, shall have the meanings set out below. Words including the singular number include the plural and vice versa.

“Act of God” means a cataclysmic phenomenon of nature, including earthquake, flood or cyclone. Rain, snow, wind, high water or any other natural phenomenon, which might reasonably have been anticipated from historical records of the general locality of the City, shall be deemed not to be acts of God;

“Bidder” means the individual, partnership, corporation or combination thereof, including joint ventures, who or which sign the Quotation form set out in Part D of this RFQ;

“City” means the municipal corporation, generally known as the City of Richmond.

“City’s Designated Representatives” means the City’s employees or representatives who are authorized in writing to deal with the Contractor on behalf of the City in connection with the goods, materials, equipment and services or to make decisions in connection with the Contract;

“Closing Time” means the closing date, time, and place as set out on the title page of this RFQ;

“Contract” means the agreement formed between the City and the Contractor as evidenced by the purchase order issued to the Contractor by the City;

“Contract Documents” means the purchase order, the Contractor’s Quotation, the RFQ and such other documents as listed in the purchase order, including all amendments or addenda agreed between the parties;

“Contractor” means the successful Bidder individual, partnership, corporation or combination thereof, including joint ventures, who or which is awarded the Contract;

“Delivery Date” means the date the City requires the Contractor to deliver the goods to the City’s Delivery Site;

“F.O.B.” means all costs of freight, insurance, brokerage, customs duties and all other costs of delivery to the site named as F.O.B. will be borne by the Contractor and that ownership and title to all goods, materials, and equipment are transferred to the City when same are delivered by the Contractor to the City and the risk of loss or damage to the goods, materials and equipment transfers to the City only at such time as same are received and accepted by the City at the site named as “F.O.B.”;

“HST” means the harmonized sales tax administered under the Excise Tax Act (Canada) and any successor tax or levy therefore in force from time-to-time;

“OHS Regulation” means the *Workers Compensation Act* (British Columbia), including without limitation, the Occupational Health & Safety Regulation (BC Regulation 296/97, as amended by BC Regulation 185/99) enacted pursuant to such Act, all as such Act or Regulations are amended or re-enacted from time to time.

“Quotation” means the Bidder’s response made on the Quotation form set out on Part D of this RFQ with all appendices or addenda submitted by the Bidder in response to the RFQ;

“RFQ” means this Invitation to Quotation including, but not limited to: Part A - Instructions to Bidders; Part B - General Conditions; Part C- Requirements; Part D – Quotation Form;

“Requirements” means all of the Specifications, requirements and services set out in the RFQ that describes the general requirements that the goods, materials, equipment and services must meet and the Contractor must provide;

“Unit” means all the labour, materials, equipment, supplies, services and other items necessary for the execution, completion and fulfilment of the Requirements;

2.0 Sub-contractors

- 2.1 All sub-contractors are the responsibility of the Contractor.
- 2.2 The Contractor shall be held as fully responsible to the City for the acts and omissions of its sub-contractors and of persons directly or indirectly employed by the Contractor, as for the acts and omissions of persons directly employed by it.
- 2.3 The Contractor agrees to ensure performance by every sub-contractor with the terms and requirements of the Contract Documents.
- 2.4 No sub-contractors will be permitted except those permitted in writing by the City pursuant to Section 4.1 of these General Conditions.
- 2.5 The Contractor, if awarded the Contract, will ensure that every Subcontractor is bounded by a legal agreement with the same terms and conditions of the Contract.

3.0 Independent Contractor

- 3.1 The Contractor, it’s Sub-contractors, the officers, directors, shareholders, partners, personnel, affiliates and agents of the Contractor and its sub-contractors are not, nor are they to be deemed to be, partners, appointees, employees or agents of the City.

4.0 Assignment

- 4.1 Subject to Sections 2.4 and 4.2, the Contractor will not assign, sublet, subcontract, or let out as task work any part of the Work or any of the Contractor's obligations of the Contract Documents to any third party, and will not assign or otherwise transfer any of the rights of payment under the Contract Documents to any third party, without in each case the prior written consent of the City which consent the City may arbitrarily withhold.
- 4.2 Despite Section 4.1, the Contractor may utilize those sub-contractors expressly named in the "List of Subcontractors" of Part D- Quotation Form but only for the Area of Responsibility set out beside their name, provided always that the Contractor may not substitute or replace those sub-contractors, or permit those sub-contractors to further assign, sub-let, sub-contract, or let out as task work their obligations under the Contract documents, except in accordance with Section 4.1 above.
- 4.3 If the City should consent to any such assignment, subletting or letting out as task work of all or any part of the Work, the Contractor shall in no way be relieved from its responsibility for the fulfilment of the Work, but shall continue to be responsible for the same in the same manner as if all the Work had been performed by the Contractor.

5.0 Time of the Essence

- 5.1 For all requests made by the City pursuant to the Contract, time is of the essence. The acceptance of a late performance, with or without objections or reservations by the City, shall not waive the right to claim damages for such breach nor constitute a waiver of the requirement of timely performance of any obligation remaining to be performed.

6.0 Laws, Permits and Regulations

- 6.1 The laws of British Columbia shall govern the Contract.
- 6.2 In carrying out its obligations hereunder, the Contractor shall familiarize itself and comply with all applicable laws, bylaws, regulations, ordinances, codes, specifications and requirements of all regulatory authorities, and shall obtain all necessary licenses, permits and registrations as may be required by law.

7.0 Inspection

- 7.1 The Goods are subject to inspection and in case is not in conformity with the Requirements of the Contract or the Contractors' warranty (expressed or implied), the City shall have the right either to reject them or to require correction.

7.2 The City shall be the final judge of the Goods in respect of both quality and quantity and its decisions of all questions in dispute with regard thereto will be final.

7.3 The City will not be deemed to have accepted the Goods by virtue of a partial or full payment for it or prior inspection at the Contractor's facility.

8.0 Responsibility For Work

8.1 The Contractor shall be responsible for the Goods covered by this contract until it is delivered to the designated delivery point, regardless of the point of inspection.

8.2 Upon delivery of the Goods, the title shall pass from Contractor to the City. Passing of title shall not constitute acceptance of the Goods by the City.

8.3 Upon delivery of the Goods, the Contractor's responsibility for loss or damage shall cease, except for loss or damage resulting from Contractor's negligence.

9.0 Quality of Workmanship and Materials

9.1 The Contractor shall perform services associated with the Goods with the degree of care, skill and diligence normally applied in the performance of work of a similar nature and in accordance with sound current professional practices and conforming to the requirements set out in the RFQ.

9.2 The Contractor shall ensure that materials, goods and equipment shall be the products of suppliers or manufacturers of established reputation engaged in the supply or manufacture of such materials of equipment.

9.3 The Contractor shall ensure that materials are to be applied in accordance with the manufacturer's directions and shall use the techniques and applications best suited for the type of material being used.

10.0 Warranty

10.1 The Contractor warrants that the Goods supplied by the Contractor to the City will be in full conformity with the Specifications as well as samples, if any, then this is a sale by sample as well as by description within the meaning of the Sale of Goods Act (BC).

10.2 The Contractor further warrants that the Goods is of merchantable quality, and fit for the intended use and will perform according to the requirements set out in the RFQ.

- 10.3 Equipment and materials shall be new, free and clear of all liens, charges and encumbrances, the latest model, and shall be complete with all necessary accessories for operation.
- 10.4 At a minimum, a one (1) year parts and labour warranty shall be provided on all goods, materials, equipment and/or services provided under the Contract.
- 10.5 The Contractor warrants that its employees have the qualifications, experience, knowledge, skills and abilities necessary for the fulfilment of the Contract.

11.0 Indemnification and Insurance

- 11.1 The Contractor shall 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 a manner based upon, occasioned by or attributable to any injury, including death, property damage, infringement or damage arising from any act or omission of the Contractor, its employees, officers, volunteers, servants, sub-contractors, or agents or persons from whom the Contractor has assumed responsibility in the performance or purported performance of the Requirements.
- 11.2 The Contractor shall 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.
- 11.3 The Contractor shall assume the defence of, and indemnify and hold harmless the City and its officers, employees and agents, from and against all claims relating to materials, goods or equipment furnished and to inventions, copyrights, trade marks, or patents and rights thereto used by the Contractor in the execution of the Contract and in subsequent use and/or operation by the City.
- 11.4 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
- 11.5 The Contractor shall, at his own expense, through the terms of the contract secure, maintain, and pay for the following coverage:
 - a) Comprehensive General Liability Insurance with a limit of not less than \$5,000,000 inclusive per occurrence for bodily injury and property

damage and \$5,000,000 for personal injury. The policy or policies shall cover all premises and operations necessary or incidental to the performance of this agreement and include but not necessarily be limited to the following coverage:

1. Contractual liability assumed under this agreement.
2. Contingent employer's liability with respect to operations of sub-contractors.
3. Owner's protective liability.
4. Cross liability.
5. Automobile liability (non-owned, hired).
6. Completed operations liability 24 months after completed operations.
7. Voluntary medical payments.

b) "Course of Construction" Property Damage Insurance - Intentionally Omitted

11.6 Intentionally Omitted

11.7 The policy or policies shall be underwritten by an insurance company or companies licensed to do business in the Province of British Columbia and who meet with the reasonable approval of the City. Prior to the commencement of the work defined by this agreement, the Contractor shall furnish the City through the Office of the Manager Purchasing a certified original copy of all such policies as evidence that such insurance is in force. The Contractor agrees that such insurance policies cannot be cancelled, lapsed, or materially changed without at least thirty (30) days' written notice to the City.

11.8 Maintenance of such insurance and the performance of the Contractor of his obligations under this clause shall not relieve the Contractor of liability under the indemnification provisions here and above set forth. The foregoing insurance provisions shall not limit the insurance required by Municipal, Provincial, or Federal law

11.9 It shall be the full responsibility of the Contractor to determine whether any additional insurance coverage is necessary and advisable for its own protection and/or to fulfil its obligations under this Contract. Any such additional insurance shall be provided and maintained by the Contractor its own expense.

11.10 It is understood that this agreement is strictly between the Contractor and the City and the Contractor is an independent contractor for the City and no employment relationship, partnership, agency, or joint venture exists between the City, the

employees of the Contractor and/or its agents and/or their employees, and/or its Contractors and/or their employees. Any disputes between the Contractor and any of its employees and/or its agents and/or their employees and/or their Contractors and/or their employees shall be resolved by the Contractor with no involvement by the City.

12.0 Termination

12.1 The City will advise the Contractor by written notice of its intent to terminate the whole or any part of the Contract in any one of the following circumstances:

- a) if the Contractor fails to make delivery of the Goods within the time specified, or fails to perform any other provisions, terms or conditions of the Contract within the time specified, or within a reasonable time if no time is specified;
- b) in the event that the Contractor performs any act or does anything by which the City shall incur any liability whatsoever;
- c) any failure of the Contractor to meet the safety requirements of the Contract;
- d) in the event that any creditor of the Contractor causes a writ of execution or similar writ or court order to be served upon the City requiring the City to pay any portion due to the Contractor under the Contracts; or
- e) in the event that the Contractor is adjudged bankrupt or if it makes a general assignment for the benefit of creditors or if it becomes insolvent or if it should take the benefit of any Act that may be in force for bankrupt or insolvent debtors.

12.2 Upon termination of the Contract, the City shall have no obligation to the Contractor except for such services and/or goods as have been supplied up to the date of the termination of the Contract(s).

12.3 Upon termination of the Contract(s) in whole or in part, the City may procure similar goods, materials, equipment and/or services and the Contractor shall be liable to the City for any excess costs for such similar goods, materials, equipment and/or services. The Contractor shall not be liable for any excess costs if failure to perform arises by reason of strikes, lockouts, Acts of God or acts of the City. The City will not be liable where Delivery Sites are not available due to strikes, lockouts or Acts of God.

13.0 Payments

13.1 The Contractor shall be paid net thirty (30) days from receipt of invoice and acceptance of the goods, materials, equipment and/or services, whichever is the later.

14.0 Taxes

14.1 Unless otherwise provided herein, the Contractor shall pay all sales or excise taxes in force during the term of the Contract, provided that any increase or decrease in such taxes shall increase or decrease the amount due under the Contract(s).

14.2 Invoices shall show the appropriate amounts for HST.

15.0 Non-resident Withholding Tax – Intentionally Omitted

16.0 Performance Bond – Intentionally Omitted

17.0 Protection of Person and Property- Intentionally Omitted

18.0 Clean Up- Intentionally Omitted

19.0 Character of Workers- Intentionally Omitted

20.0 Conduct of the Contract

20.1 The City of Richmond’s Manager, Purchasing shall have the conduct of the RFQ and the Contract.

21.0 Rectification of Damage and Defects

21.1 The Contractor shall rectify any loss or damage for which, in the opinion of the City the Contractor is responsible, at no charge to the City and to the satisfaction of the City. Alternatively, the City may repair the loss or damage and the Contractor shall pay to the City the costs of repairing the loss or damage forthwith upon demand from the City. Where, in the opinion of the City, it is not practical or desirable to repair the loss or damage, the City may estimate the cost of the loss or damage and deduct such estimated amount from the amount owing to the Contractor hereunder.

22.0 Failure to Perform

22.1 Should the Contractor neglect to execute the Requirement properly or fail to perform any provision of the Contract, the City may, without prejudice to any other right or remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment due to the Contractor.

22.2 If the Contractor fails to perform any provision of the Contract due to reasons of strike, lockout or other work stoppages, the City may upon ten (10) days written notice to the Contractor terminate the Contract without prejudice to any other right or remedy the City may have.

23.0 Dispute Resolution

- 23.1 All claims, disputes or issues in dispute between the City and the Contractor shall be decided by mediation or arbitration, if the parties agree, or failing agreement, in a Court of competent jurisdiction with the Province of British Columbia and be governed by the laws of British Columbia.
- 23.2 In the event that the parties agree to arbitration pursuant to the above, the arbitration shall be governed by the rules of the British Columbia International Commercial Arbitration Centre, except that the arbitrator or arbitrators shall be agreed upon by the parties, and failing agreement by the parties, shall be appointed by a court of competent jurisdiction with the Province of British Columbia.
- 23.3 In the event that the parties agree to arbitration, the arbitration shall take place in the Lower Mainland, British Columbia and be governed by the laws of British Columbia.
- 23.4 The procedure set out in this section is not meant to preclude or discourage informal resolution of disagreements between the City and the Contractor.

24.0 Delivery

- 24.1 Deliveries shall be made to 5599 Lynas Lane Fleet Garage in the City of Richmond between the hours of 7:30 AM and 4:00 PM on any normal working day.

25.0 Changes in Requirements

- 25.1 The City, without invalidating the Contract, may make changes to the Contract by altering, adding or deducting from the Requirements. Subject to mutual agreement, the Contractor shall proceed with the amended Requirements and the amended Requirements shall be executed under the provisions of the Contract.
- 25.2 The Contractor must not make any changes to from the terms of the Contract unless it shall first have received the written consent of the City and no claims for additional compensation shall be valid unless the change is so ordered.

PART C – REQUIREMENTS

CITY OF RICHMOND SPECIFICATIONS	STATE SPECIFICATIONS
<u>A. GENERAL SPECIFICATIONS</u>	
<p><u>TYPE</u> Two (2) 5000lb Exterior Forklifts that are configured primarily for the loading and unloading of materials for the City of Richmond’s Water Works and Public Work’s Yard Divisions. The units shall incorporate an all weather cab and features providing for ease of operation and maximum safety. Evaluations of these features will be made, and will contribute to the decision of award. The bidder is required to every item indicating the item is included as described in the specification or any alternatives suggested. Details for the alternatives shall be provided in the appropriate section. STATE DETAILS:</p> <ul style="list-style-type: none"> • Make and model 	
<p>1. Manufacturer Name of manufacturer and model. STATE DETAILS:</p> <ul style="list-style-type: none"> • Manufacturer • Model <p>Bidders are to include any additional information or product alternative details on page 32 of Schedule of Alternatives and Prices.</p>	
<p>2. Cab & Chassis Conventional cab and chassis with front drive axle STATE DETAILS:</p> <ul style="list-style-type: none"> • Type • Style 	
<p>3. Wheelbase Wheelbase for application is to be minimum 63.0 inches. STATE DETAILS:</p>	

CITY OF RICHMOND SPECIFICATIONS	STATE SPECIFICATIONS
<ul style="list-style-type: none"> • Wheelbase 	
<p>4. Truck Weight & GVWR Minimum truck weight of 8000lbs STATE DETAILS:</p> <ul style="list-style-type: none"> • Weight front • Weight rear <p>STATE GVWR:</p>	
<p>5. Vehicle Dimensions STATE DETAILS:</p> <ul style="list-style-type: none"> • Length to fork face • Width • Height to highest point of cab 	
<p>6. Turning Radius STATE DETAILS:</p> <ul style="list-style-type: none"> • Outside turning radius 	
<p><u>B. CAB</u></p> <p>1. Cab Dimensions & Style Cab should be accessible from both sides, with rear vision mirrors. Preference will be given to features providing safety, visibility and operator convenience. All weather cab to be designed and manufactured to conform to all current WSBC regulations STATE DETAILS:</p> <ul style="list-style-type: none"> • Type of cab • Size of cab 	

CITY OF RICHMOND SPECIFICATIONS	STATE SPECIFICATIONS
<p>B. CAB (cont'd)</p> <p>2.Glass Windshield and other windows preferred to have straight cut glass and windows that can open. STATE DETAILS:</p> <ul style="list-style-type: none"> • Type of window glass • If overhead window is included • If windows open/close 	
<p>3) Windshield Wiper/Washer</p> <p>Intermittent type windshield wipers complete with washer control and reservoir. STATE DETAILS:</p>	
<p>4.Mirrors</p> <p>Dual heated stainless steel side mirrors and rear view mirror. STATE DETAILS:</p> <ul style="list-style-type: none"> • Type of side mirrors • Size • Type of rear view mirror • Size 	
<p>5.Heater/Defrost</p> <p>A heater/defrost unit to be included in cab STATE DETAILS:</p> <ul style="list-style-type: none"> • Type <p>Bidders are to include any additional information or product alternative details on page 32 of Schedule of Alternatives and Prices.</p>	
<p>6.Instrumentation</p> <p>Gauges and warning indicators for oil pressure, coolant temperature, fuel and hydraulic. Also required speedometer, tachometer, voltmeter, hour meter and ammeter gauge and operator access security system. STATE DETAILS:</p> <ul style="list-style-type: none"> • Warning buzzer and light • Type of gauges • Additional requirement or recommendation. 	

CITY OF RICHMOND SPECIFICATIONS	STATE SPECIFICATIONS
<p>B. CAB (cont'd)</p> <p>(7a). Lights LED/Working Units must be equipped with front driving lights as well as two (2) front and the two (2) rear working lights with LED markers. STATE DETAILS:</p> <ul style="list-style-type: none"> • Type and style of lights • Location • Amount of lights <p>Bidders are to include any additional information or product alternative details on page 32 of Schedule of Alternatives and Prices.</p>	
<p>(7b). Warning Beacon Units shall be equipped with a reverse operated amber strobe light. STATE DETAILS:</p> <ul style="list-style-type: none"> • Type and style <p>Bidders are to include any additional information or product alternative details on page 32 of Schedule of Alternatives and Prices.</p>	
<p>8.Horn Shall be fitted with WORK SAFE BC and CSA approved type of horn. STATE DETAILS:</p> <ul style="list-style-type: none"> • Type and style of horn(s) • Safety standards 	
<p>9.Steering Wheel Steering wheel to have tilt and telescopic style. STATE DETAILS:</p> <ul style="list-style-type: none"> • Type and style • Tilt • Telescopic 	

CITY OF RICHMOND SPECIFICATIONS	STATE SPECIFICATIONS
<p>10. Operator Seat</p> <p>A heavy-duty suspension type seat complete with height, length, weight and lumbar adjustments. Seat shall include flip-up armrests and three (3) seat belts meeting WORK SAFE BC and Federal requirements. A fully contoured seat and backrest are required with positive lumbar support.</p> <p>STATE DETAILS:</p> <ul style="list-style-type: none"> • Type of seat • Make and model • Safety standards • Air seat option <p>Bidders are to include any additional information or product alternative details on page 32 of Schedule of Alternatives and Prices.</p>	
<p><u>B. CAB</u> (cont'd)</p> <p>11.ROPS System</p> <p>Unit must have certified FOPS/ROPS system and must also conform to all WORK SAFE BC Provincial, Federal regulations and standards, CSA approved.</p> <p>STATE DETAILS:</p> <ul style="list-style-type: none"> • Type • Make and model <p>Bidders are to include any additional information or product alternative details on page 32 of Schedule of Alternatives and Prices.</p>	
<p><u>C. ENGINE</u></p> <p>1.Propane Engine</p> <p>Propane type internal combustion engine with built-in governor and low oil pressure shutdown system.</p> <p>STATE DETAILS:</p> <ul style="list-style-type: none"> • Make, model and displacement • EPA Certification • Start – stop features 	
<p>3.Torque</p> <p>STATE DETAILS:</p> <ul style="list-style-type: none"> • Torque rating and RPM 	

CITY OF RICHMOND SPECIFICATIONS	STATE SPECIFICATIONS
<p>4. Exhaust STATE DETAILS:</p> <ul style="list-style-type: none"> • Type and construction 	
<p>5. Air Intake Must comply with WORK SAFE BCV, EPA and CSA regulations and standards. STATE DETAILS:</p> <ul style="list-style-type: none"> • Type of air intake and mounting. • Type of filtration system 	
<p><u>D. DRIVE TRAIN</u></p> <p>1. Transmission A dual-speed auto-shifting power-shift transmission is required, with a torque converter that provides tractive and travel performance. Inching valve that allows exact and precise operator control. Oil cooler in radiator with oil temperature shutdown system. STATE DETAILS:</p> <ul style="list-style-type: none"> • Type and style of transmission • Type of torque converter • Type and style of transmission shifting • Type and location of trans-oil cooler • Type and style of differential 	
<p><u>E. BRAKES</u></p> <p>1. Service and Park Brake System Power brakes with hydraulic self-adjusting brakes located at each end of drive axle are required. STATE DETAILS:</p> <ul style="list-style-type: none"> • Type of service brakes • Type of booster • Type of parking brake and controls <p>Bidders are to include any additional information or product alternative details on page 32 of Schedule of Alternatives and Prices.</p>	

CITY OF RICHMOND SPECIFICATIONS	STATE SPECIFICATIONS
<p><u>F. CARRIAGE</u></p> <p>1.Carriage</p> <p>The lift truck carriage shall have side shift and be of hook type that has a minimum load capacity of 5000lbs.</p> <p>STATE DETAILS:</p> <ul style="list-style-type: none"> • Type and style • Load capacity limit <p>Bidders are to include any additional information or product alternative details on page 32 of Schedule of Alternatives and Prices.</p>	
<p><u>F. CARRIAGE cont'd</u></p> <p>2.Mast</p> <ul style="list-style-type: none"> • Unit shall have a mast that meets the following minimum specifications. • Fork working height of 130" • Free lift six (6)" • Overall height of mast lowered maximum 84.5" • Mast tilt (forward/back): six (6) degrees/twelve (12) degrees • Forks to be of standard taper and 42" x 1.5" x 4" • Stages must have minimum three (3) stage full free-lift <p>STATE DETAILS:</p> <ul style="list-style-type: none"> • Type and clearances as described above. <p>Bidders are to include any additional information or product alternative details on page 32 of Schedule of Alternatives and Prices.</p>	
<p>3. Tires and Wheels</p> <p>Pneumatic profile "solid" tires suitable for paved outside yard work</p> <p>STATE DETAILS:</p> <ul style="list-style-type: none"> • Type, make and size of drive wheel tires • Type, make and size of steering wheel tires <p>Bidders are to include any additional information or product alternative details on page 32 of Schedule of Alternatives and Prices.</p>	

CITY OF RICHMOND SPECIFICATIONS	STATE SPECIFICATIONS
<p><u>G. ELECTRICAL</u></p> <p>1. Alternator Minimum rated alternator output of ninety (90) amps minimum. STATE DETAILS:</p> <ul style="list-style-type: none"> • Type of alternator • Capacity output rating • Options 	
<p>2. Battery Battery or batteries must be maintenance free, heavy duty sizing relative to high output alternator. STATE DETAILS: Type</p> <ul style="list-style-type: none"> • Number of batteries • CCA rating 	
<p><u>Hydraulics</u></p> <p>1. Pump STATE DETAILS:</p> <ul style="list-style-type: none"> • Type and capacity of pump (GPM and PSI) 	
<p><u>H. MISCELLANEOUS</u></p> <p>1. Vehicle must comply with all government regulations and requirements for operation within B.C.</p> <ul style="list-style-type: none"> • Federal Government Motor Vehicle Safety Regulations • B.C. Motor Vehicle Act and Regulations • Worker Safe BC Regulations • B.C. Environmental Emissions Reductions Regulations STATE DETAILS:	
<p>2. Three (3) Sets of Keys STATE DETAILS:</p>	

CITY OF RICHMOND SPECIFICATIONS	STATE SPECIFICATIONS
<p>3. Manuals / CD / DVD</p> <p>The following are required with vehicle at the time of delivery.</p> <ul style="list-style-type: none"> • Two (2) sets of operators manuals • One (1) set of repair manuals • One (1) full set of parts manuals • CD Rom or DVD software engine manual if required 	
<p>4. Demo</p> <p>Is a demo available for two (2) full days of use for evaluation purposes at the City of Richmond Public Works Yard?</p> <ul style="list-style-type: none"> • Demo conditions 	
<p>5. Warranty</p> <p>Minimum requirement is for five (5) year or 7500 SMU warranty to entire machine. State details concerning the applicable warranty to vehicle and components if otherwise. State other extended warranty options, terms and costs, if any.</p> <p>STATE DETAILS:</p>	
<p><u>H. MISCELLANEOUS</u>(cont'd)</p> <p>6. Delivery</p> <p>Delivery shall be made within ninety (90) days from the date of order. FOB the City of Richmond Operations Yard.</p>	
<p><u>I. ADDITIONAL REQUIREMENTS</u></p> <p>Given the current long standing operating procedures and practices, this machine will incur approximately 1200 SMU annually. Application within the City of Richmond must be characterized as very moderate to many other municipal and government locations. These units are essential, however, to maintenance of works productivity and “up-time” and the units reliability is foremost. Therefore, with these points in mind, your proposals to the following optional features to the contract are appreciated.</p> <p>1. Please list any “availability” guarantees. Fore example, if machine is down due to mechanical failure, do you provide a back-up unit of equal or greater size?</p> <ul style="list-style-type: none"> • What availability guarantees do you propose? 	

CITY OF RICHMOND SPECIFICATIONS	STATE SPECIFICATIONS
<ul style="list-style-type: none">• What costs are associated with this “performance” guarantee?• Costs of a loaner or rental machine are to be the responsibility of the supplier while under warranty.• Pick-up and delivery costs of machine due to mechanical failure are the responsibility of the supplier while under warranty. <p>2. Can you provide <u>parts and service guarantees</u> complete with minimum standards quantifying the delivery of parts and service? Twenty four (24) hour parts availability.</p> <p>STATE DETAILS:</p> <ul style="list-style-type: none">• Describe your performance guarantees• Costs• Twenty four (24) hour guarantee <p><u>I. OPTIONS cont’d</u></p> <p>3. Are you prepared to guarantee the units operating costs <u>excluding normal maintenance labour and material and fuel</u> for fixed periods?</p> <p>STATE DETAILS:</p> <ul style="list-style-type: none">• Terms or periods of duration• The cost associated to each duration	

PART D – QUOTATION FORM

PART D – QUOTATION FORM

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, General Conditions, Requirements, Quotation Form, and Undertaking of Liability Insurance and having full knowledge of the work required, does hereby offer to provide all necessary materials in strict accordance with the Requirements and to do all therein called for on the terms and conditions and under the provisions therein set forth at the:

LUMP SUM TOTAL\$ _____ **Two (2) Units**

PAYMENT TERMS _____ **EARLY PAYMENT TERMS** _____

The above price includes and covers duties, handling and transportation charges, and all other charges incidental to and forming part of this Quotation except for H.S.T.

The undersigned Bidder agrees to complete the whole of the works within _____ working days of acceptance.

Name of Bidder: _____

Address: _____

Telephone No: _____

Name, Signature, and
Title of Signing Officer: _____

Date: _____

E-mail: _____

Web Address: _____

PART D – QUOTATION FORM

Schedule of Quantities and Prices

DESCRIPTION	UNIT	TOTAL COST
Two (2)5000lb Exterior Forklift	\$ _____ Each	\$ _____

Subtotal \$ _____

Harmonized Services Tax (HST) \$ _____

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

Payment Terms _____

Early Payment Discount _____

Initials of Signing Officer

PART D – QUOTATION FORM

Schedule of Options and Prices

(Please state additional options and costs not included in base price)

DESCRIPTION	COST
TOTAL	

PART D – QUOTATION FORM

Undertaking of Liability Insurance

City of Richmond
6911 No. 3 Road
Richmond, BC V6Y 2C1

Dear Sirs:

We, the undersigned (insert insurance company's name) _____ do hereby undertake and agree to insure the Contractor in the amount of \$5,000,000.00 as outlined in the attached "General Conditions of the Contract" and agree to:

- a. Name the City of Richmond, its officers, officials, agents, and employees as additional insured in connection with the work being proposed by the Contractor.
- b. State that such policy applies to each insured in the same manner and to the same extent as if separate policy had been issued to each insured named in the policy.
- c. State that the policy cannot be cancelled, lapsed, or materially changed without at least 30 days written notice of cancellation delivered to the City Clerk of the City of Richmond at 6911 No. 3 Road, Richmond, BC V6Y 2C1.
- d. State that coverage provided by such insurance shall protect the Contractor and the City of Richmond during the performance of the works and services specified in the attached Form of Quotation and specifically that the insurance required by such Quotation shall be consistent with the requirements therein.

if the Contract is awarded to (insert bidder's name) _____

EXCEPTIONS:

Dated at _____, British Columbia, this ____ day of _____, 2012.

BY: _____ TITLE: _____

This form must be signed by the Insurance Company or an authorized Broker on behalf of the Insurance Company.

A SEPARATE FORM MUST BE SIGNED FOR EACH POLICY IF MORE THAN ONE POLICY IS APPLICABLE.

PART D – QUOTATION FORM

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:				