
SUPPLY OF WINTER SAND

Request for Quotation



The Corporation of the City of Fernie
PO Box 190
501 – 3rd Avenue
Fernie, BC V0B 1M0
Telephone: 250-423-6817
Fax: 250-423-3034
Attention: Byron Sarabun
Operations Supervisor

COVER PAGE

Issue Date:

June 17, 2013

Closing Location:

The Corporation of the City of Fernie
City Hall
501 – 3rd Avenue
PO Box 190
Fernie, BC V0B 1M0
Attention: Byron Sarabun, Operations Supervisor

Closing Date and Time:

Quotations must be received by **4:00 p.m. local time on Friday, July 5, 2013**. Please submit two (2) hard copies of your quotation.

Quotations will not be opened publicly. Results will be communicated to all Bidders.

It is the sole responsibility of the Bidders to ensure they have obtained, prior to the Quotation closing, any addenda issued by the City of Fernie. Addenda will be posted on the City's website at www.fernie.ca, BC Bid at www.bcbid.gov.bc.ca, Civic Info BC at www.civicinfo.bc.ca and available at City Hall, 501 – 3rd Avenue, PO Box 190, Fernie, BC V0B 1M0. The City of Fernie assumes no responsibility for notifying individual Bidders of the existence of addenda.

Contact Person:

Any inquiries are to be submitted in writing to:
Byron Sarabun
Operations Supervisor
City of Fernie, 501 – 3rd Avenue, PO Box 190, Fernie, BC V0B 1M0
Email: byron.sarabun@fernie.ca
Fax Number: (250) 423-3034
Phone: (250) 430-1761

INTRODUCTION

1. Requirements

The City of Fernie is inviting contractors to submit a quotation for a 3-Year Annual Supply of Winter Sand for the Public Works Department. Quoted prices must include annual delivery to Public Works Yards no later than September 30th and be in accordance with this Request for Quotation and specifications detailed in the Quotation Form.

2. Quotation Submission

Location for Quotation delivery:

The Corporation of the City of Fernie
City Hall
501 – 3rd Avenue
PO Box 190
Fernie, BC V0B 1M0
Attention: Byron Sarabun, Operations Supervisor

Quotations must be received by hard copy in a sealed envelop marked Winter Sand RFQ at the above address prior to the closing date and time indicated on the Cover Page.

INSTRUCTIONS TO BIDDERS

Prospective Bidders are directed to examine carefully the following information. Failure to follow the instructions may result in Quotation disqualification.

3. Request for Quotation Format

- a) Cover Page (page 1)
- b) Introduction (page 2)
- c) Instructions to Bidders (pages 3 to 6)
- d) Quotation Form (pages 7 to 9)

4. Particulars Affecting Amount of Quotation

Substitutions are not acceptable as Quotations shall be based on the specified material per the Quotation Form.

Currency

Quotation prices must be in Canadian funds, excluding PST & GST.

Quotation Validity

Quotations shall be open for acceptance for at least 90 days after the closing date.

FOB Point

Prices are to be FOB destination, Public Works Yard, 1492 Railway Avenue, Fernie, BC including all delivery charges.

5. Completion and Submission of Quotation

Form of Quotation

- a) Bidders shall submit their Quotations on the Quotation Form included in the Request for Quotation. The Quotation Form is the only part of the document that has to be submitted.
- b) By submission of a Quotation, the Bidder acknowledges receipt of any and all addenda issued by the City of Fernie.
- c) Alteration, qualification or omission to the Quotation Form may render the Quotation liable to rejection by the City of Fernie.
- d) The Bidder should initial any erasures or corrections it makes to the Quotation Form.
- e) Any unsigned Quotation will be rejected.
- f) Where applicable, in the event of a discrepancy between the individual prices and the total bid amount, the individual prices govern.

Bidder's Expenses

- a) Bidders are solely responsible for their own expenses in preparing a Quotation. If the City of Fernie elects to reject all Quotations, the City of Fernie will not be liable to any Bidder for any claims, whether for costs or damages incurred by the Bidder in preparing the Quotation, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.
- b) Further to the preceding paragraph, the Bidder, by submitting a Quotation, agrees that it will not claim damages, for whatever reason, relating to the Contract or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Bidder in preparing its Quotation and the Bidder, by submitting a Quotation, waives any claim for loss of profits if no agreement is made with the Bidder.

Signature on Quotation

The Quotation must be signed by a person authorized to sign on behalf of the Bidder and to bind the Bidder to its Quotation.

Delivery of Quotation

- a) The properly completed and executed Quotation Form should be enclosed in a sealed envelope or package. The Quotation must be delivered into the possession of the City of Fernie at the address given in the Request for Quotation prior to the time and date specified therein for the closing of Quotations. The name and address of the Bidder and the project title should appear on the face of the envelope.
- b) Quotations and other related documents received after the closing time will not be considered by the City of Fernie.
- c) The date and time recorded by the City of Fernie will take precedence over any machine initiated date and time information on Quotations or revisions transmitted through a facsimile machine or by email.

Revisions of Quotation

By submission of a clear and detailed written notice, the Bidder may amend or withdraw its Quotation prior to the closing date and time. Upon closing time, all Quotations become irrevocable.

Ownership of Quotations

All documents, including Quotations, submitted to the City of Fernie become the property of the City of Fernie. They will be received and held in confidence by the City, subject to the provisions of the Freedom of Information and Protection of Privacy Act.

6. Acceptance of Quotation

Lowest Quotation

The lowest or any Quotation will not necessarily be accepted.

Owner's Discretion

- a) Quotations that contain qualifying conditions or otherwise fail to conform to the Instructions to Bidders may, at the sole discretion of the City of Fernie, be disqualified or rejected. The Owner may, however, in its sole discretion, retain for its consideration Quotations that are non-conforming because they fail to comply with the Instructions to Bidders with regard to content, form, submission process or any other matter.
- b) The City of Fernie retains the separate right to waive irregularities in the Quotation Form if in the City of Fernie's sole discretion such irregularities are of a minor or technical nature.
- c) The City of Fernie reserves the right to award multiple contracts, ie. to more than one Bidder, should it deem this to be in the best interest of the City of Fernie.
- d) The City of Fernie may, in its absolute discretion, reject any Quotation submitted by a Bidder if the Bidder or any officer or director of the Bidder is or has been engaged either directly or indirectly through another corporation in a legal action against the City or its elected or appointed officers or employees in relation to any other contract for works or services.
- e) In the event that all Quotations received are over budgetary expectations, the City reserves the right to collapse the Request for Quotation and negotiate with the lowest priced or any Bidder, or with any firm whether or not it's submitted a Quotation.
- f) The City of Fernie reserves the right not to proceed with award to any Bidder if it determines, at its sole discretion, that not entering into a contract with any of the Bidders would be in the best interest of the City of Fernie.

7. Evaluation

In evaluating Quotations, the City of Fernie will consider the following:

- Price
- Compliance with specified items in the Quotation Form
- Schedule
- Warranty

The successful Quotation will be the one deemed to represent best value to the City. The City of Fernie will not enter into an agreement with any Bidder that the Corporation deems, at its sole discretion, is unable to satisfy minimum requirements with respect to any of the criteria listed above.

8. Purchase Order

The City of Fernie will not be obligated in any manner to any potential supplier whatsoever until a Purchase Order has been issued by the City of Fernie respecting a Quotation. The following terms and conditions will apply to the purchase order.

- a) The Contractor must promptly notify the City of Fernie if the order cannot be filled.
- b) The City of Fernie reserves the right to cancel the purchase order if promised or specified delivery is not met or if goods or services fail to meet specification requirements. Over shipments against the order may be returned with all freight charges to the Contractor's account. Order numbers must be shown on all invoices, packing slips and packages. Shipments must be accompanied by a properly completed delivery slip.
- c) The City of Fernie has the right of inspection and approval. Inspection by the City of Fernie of advance samples shall not constitute final acceptance and the Contractor will remain bound by any warranties set out in the specification requirements. No substitutions are permitted unless previously agreed to by the City of Fernie and confirmed in writing.
- d) The Contractor must indemnify the City of Fernie against any claim of any person, firm, or corporation alleging that the sale by the Contractor to the City of Fernie constitutes an infringement of patent rights, copyright or any other intellectual property rights.
- e) The Contractor is an independent contractor and must indemnify, protect, and save harmless the City of Fernie, its agents, employees, successors and assigns from any and all damage, liabilities and claims of whatsoever nature arising out of the furnishing by the Contractor, its agents or employees, of the materials and/or performing of the services covered by the purchase order or incidental or ancillary thereto.
- f) The Contractor must not change prices, terms or conditions without the prior written permission of the Buyer as noted on the Request for Quotation.
- g) The Agreement is governed by the laws of the Province of British Columbia.
- h) The City of Fernie will endeavour to pay the Contractor within 30 days of either the receipt of the invoice or acceptance of the goods, whichever comes later.
- i) Time will be of the essence in this Agreement
- j) The Contractor must comply with all applicable laws in providing the goods/services.
- k) The City of Fernie is dedicated to successful negotiation to resolve any conflict arising in the performance of the purchase order. In the event of unsuccessful informal negotiations however, all disputes rising out of or in connection with the purchase order, or in respect of any defined legal relationship associated therewith or derived therefrom, will be referred to and finally resolved by arbitration.

QUOTATION FORM

This page and all the Quotation Form pages, including the one with the signature block, must be submitted, ie. pages 7 to 9 inclusive.

PST & GST (as applicable) is payable by the City of Fernie to the Contractor and should not be included in unit prices.

SUPPLY OF WINTER SAND

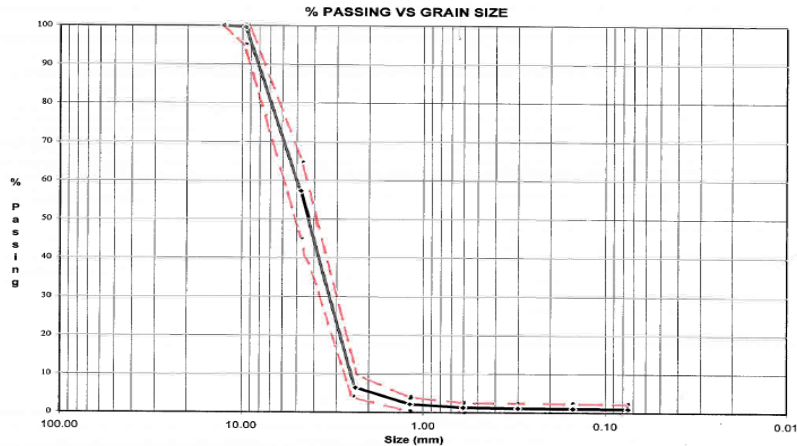
Description	Quantities	Unit Cost Per cu.m.	Total Cost
2013 Supply and delivery of Winter Sand as specified below (FOB Public Works Yards)	1000 cu.m.	\$	\$
2014 Supply and delivery of Winter Sand as specified below (FOB Public Works Yards)	1000 cu.m.	\$	\$
2015 Supply and delivery of Winter Sand as specified below (FOB Public Works Yards)	1000 cu.m.	\$	\$
SUBTOTAL			\$
HST			\$
TOTAL			\$

Specification

All material supplied must meet the following sieve sizes and percent passing. Any material not in conformance with the following specification will be rejected at the contractor's expense.

Sieve Size	% Passing	Sieve Size	% Passing	Sieve Size	% Passing
150		19		1.18	2.1
100		12.5	100.0	0.600	1.3
75.0		9.5	99.6	0.300	1.1
37.5		4.75	57.3	0.150	1.1
		2.36	6.4	0.075	1.0

Handwritten notes: 100, 100-95, 65-45, 10-4, 3-0, 2-0, 1.5-0, 1.5-0, 1.5-0



Tested in accordance with ASTM C136, C117 (washed gradation)

DELIVERY SCHEDULE

Following notification of acceptance and issuance of a City of Fernie Purchase Order Supply of Winter Sand to be in accordance with the following annual delivery schedules:

2013	2014	2015
No later than September 30	No later than September 30	No later than September 30

WARRANTY

All materials supplied must meet the minimum requirements as specified. Any material not conforming to the specifications will be rejected at the Contractor's expense.

REFERENCES

Please provide references as follows: The City may contact these references at its discretion. In addition, the City may also contact any other organization it deems relevant in order to evaluate the Bidder's ability to complete the works.

Name of Company	Contact Person & Telephone #	Brief Description of Services

SIGNATORIES

Legal name of _____
Business _____
Address _____
City _____
Postal Code _____
Telephone # _____
Fax # _____
Email _____

The undersigned agrees to be bound by the terms and conditions of this Request for Quotation and to supply and/or install the items described in the Quotation Form at the prices quoted. If a purchase order is issued by the City of Fernie to the undersigned, the undersigned will be bound by and will comply with the terms and conditions contained in the Request for Quotation and the purchase order which will constitute the full and complete agreement between the parties.

Name

Title

Signature

Signature of Witness or Corporate Seal

Date