



REQUEST FOR QUOTATIONS

Title: BULK WINTER ROAD SALT

Reference No.: 1220-040-2013-053

FOR THE SUPPLY OF GOODS AND SERVICES

(General Services)

TABLE OF CONTENTS

1. INTRODUCTION.....	01
2. TERM	01
3. ADDRESS FOR DELIVERY	01
4. DATE	02
5. INQUIRIES	02
6. ADDENDA	02
7. DURATION OF QUOTATION	02
8. NO CONTRACT	02
9. ACCEPTANCE	03
10. CONTRACTOR'S EXPENSES.....	03
11. CONTRACTOR'S QUALIFICATIONS.....	03
12. CONFLICT OF INTEREST	03
13. SOLICITATION OF COUNCIL MEMBERS AND CITY STAFF.....	03
14. CONFIDENTIALITY.....	03
15. SIGNATURE.....	03
SCHEDULE A – SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES.....	05
SCHEDULE B – GENERAL TERMS AND CONDITIONS.....	08
SCHEDULE C – FORM OF QUOTATION.....	19

REQUEST FOR QUOTATIONS

1. INTRODUCTION

The City of Surrey (the "**City**") invites Contractors to provide a quotation on the form attached as Schedule C (the "**Quotation**") for the supply of the Goods and Services described in Schedule A (the "**Goods and Services**"). The description of the Goods and Services sets out the minimum requirements of the City. A person that submits a Quotation (the "**Contractor**") should prepare a Quotation that meets the minimum requirements, and may choose, in addition, to also include Goods, Services or terms that exceed the minimum requirements.

2. TERM

The Contractor will provide the Goods and/or Services set out in Schedule A for the period commencing October 2013 and terminating on June 30 2014, (Schedule C, Option A or B). A two (2) year agreement may be offered for acceptance which would then change the period from October 2013 to June 2015 (Schedule C, Option C), (the "**Term**").

3. ADDRESS FOR DELIVERY

The Contractor should submit only the Quotation (Schedule B to Attachment 1) electronically (labelled with the Contractor's name, RFQ title and number) in a single pdf file (or similar unmodifiable format) to the City by **email at:** purchasing@surrey.ca.

PDF Quotations are preferred and the City will confirm receipt of emails. Note that the maximum file size the City can receive is 10Mb. If sending large or unusual email attachments, Contractors should phone to confirm receipt.

If the Contractor also wants to submit a hard copy, the Contractor should [do not change] submit one original unbound Quotation and two (2) copies (three (3) in total) to the City at the office of:

Name: Kam Grewal, CMA, BBA, Corporate Audit Manager
Acting Purchasing & Accounts Payable Manager
at the following location:

Address: City of Surrey, City Operations Works Yard
Purchasing Section, 1st Floor
6645 – 148th Street, Surrey, BC V3S 3C7
(located at the intersection of 148th Street and 66A Avenue,
Surrey, BC)

Tel: 604-590-7274
Fax: 604-599-0956
Email for PDF files: purchasing@surrey.ca

4. DATE

The City would prefer to receive Quotations on or before, September 3rd, 2013 – 3:00pm (local time). The City's office hours are 8:30 a.m. to 4:00 p.m., Monday to Friday, except statutory holidays.

5. INQUIRIES

All inquiries related to this Request for Quotations ("**RFQ**") will be directed in writing to:

Name: Kam Grewal, CMA, BBA, Corporate Audit Manager
Acting Purchasing & Accounts Payable Manager
at the following location:

Address: City of Surrey, City Operations Works Yard
Purchasing Section, 1st Floor
6645 – 148th Street, Surrey, BC V3S 3C7

Fax: 604-599-0956
Email: purchasing@surrey.ca

6. ADDENDA

If the City determines that an amendment is required to this RFQ, the City Representative will issue a written addendum by posting it on the BC Bid Website at www.bcbid.gov.bc.ca the "**BC Bid Website**") and the City Website at www.surrey.ca the "**City Website**") that will form part of this RFQ. It is the responsibility of Contractors to check the BC Bid Website and the City Website for addenda. The only way this RFQ may be added to, or amended in any way, is by a formal written addendum. No other communication, whether written or oral, from any person will affect or modify the terms of this RFQ or may be relied upon by any Contractor. By delivery of a Quotation, Contractor is deemed to have received, accepted and understood the entire RFQ, including any and all addenda.

7. DURATION OF QUOTATION

The Quotation will be open for acceptance by the City until:

- (a) the date specified in this RFQ or in a Quotation; or
- (b) as described in a subsequent written notice which the Contractor may send to the City.

8. NO CONTRACT

This RFQ is simply an invitation for quotations (including prices and terms) for the convenience of all parties. It is not a tender and no obligations of any kind will arise from this RFQ or the submission of Quotations. The City may negotiate changes to any terms of a Quotation, including terms in Schedules A and B and including prices, and may negotiate with one or more Contractors or may at any time invite or permit the submission of quotations (including prices and terms) from other parties who have not submitted Quotations.

9. ACCEPTANCE

A Quotation will be an offer to the City which, subject to Section 7, the City may accept at any time by signing the copy of the Quotation and delivering it to the Contractor. Delivery of the signed Quotation by the City may be by fax. In that event, the contract will be comprised of the documents included in the definition of Agreement in Schedule B – General Terms and Conditions.

10. CONTRACTOR'S EXPENSES

Contractors are solely responsible for their own expenses in preparing and submitting Quotations, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from the RFQ. The City will not be liable to any Contractor for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, incurred by the Contractor in preparing and submitting a Quotation, or participating in negotiations for a contract, or other activity related to or arising out of this RFQ.

11. CONTRACTOR'S QUALIFICATIONS

By submitting a Quotation, a Contractor represents that it has the expertise, qualifications, resources, and relevant experience to supply the Goods and Services.

12. CONFLICT OF INTEREST

A Contractor must disclose in its Quotation any actual or potential conflicts of interest and existing business relationships it may have with the City, its elected or appointed officials or employees. The City may rely on such disclosure.

13. SOLICITATION OF COUNCIL MEMBERS AND CITY STAFF

Contractors and their agents will not contact any member of the City Council or City staff with respect to this RFQ, other than the contact person named in Section 3, at any time prior to the award of a contract or the cancellation of this RFQ.

14. CONFIDENTIALITY

All Quotations become the property of the City and will not be returned to the Contractor. All Quotations will be held in confidence by the City unless otherwise required by law. Contractors should be aware the City is a "public body" defined by and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

15. SIGNATURE

The legal name of the person or firm submitting the Quotation should be inserted in the Quotation. The Quotation should be signed by a person authorized to sign on behalf of the Contractor and include the following:

- (a) If the Contractor is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Quotation should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Quotation on behalf of the corporation is submitted;
- (b) If the Contractor is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venturer should be included, and each partner or joint venturer should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the City that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venturer is a corporation then such corporation should sign as indicated in subsection (a) above; or
- (c) If the Contractor is an individual, including a sole proprietorship, the name of the individual should be included.

- END OF PAGE -

SCHEDULE A
SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES

Required Products:

Bulk Winter Road Salt

Product shall be Sodium Chloride Type I, Grade 1, conforming to the latest revision of ASTM Standard Specification D632.

The salt is to be available in October 2013.

Material Quality Specifications:

All materials offered by the Contractor shall be fit for its intended purpose.

Any material, determined by the Manager, Engineering Operations or his designate, which is unsuitable, will be removed at the Contractor's expense within two (2) working days after notification.

In no case shall salt containing frozen lumps detrimental to operations be used. Any deliveries containing frozen lumps of salt will be rejected and to be removed by the Contractor.

If the rejected material is not removed within the specified time frame, the material will become the property of the City of Surrey. The opinion of the City's representative in this matter shall be final. Any cost incurred by the City for removal of this rejected material will be billed to the Contractor.

The City of Surrey reserves the right to terminate Contractor based on poor material quality. The decision will be the responsibility of the Manager, Engineering Operations and will be final.

OPTION A:

City Guarantee:

Salt supply and delivery to the City shall be subject to the guarantees described below:

Salt Purchase:

The City will purchase a minimum of 80% of its total estimated tonnage awarded under an agreement and the Contractor is obligated to furnish a maximum of 120% of the total estimated tonnage awarded, as used in this paragraph, "**total estimated tonnage**" means the total estimated tonnage as averaged by the City over the winter of 2012/2013.

Salt Delivery Requirements:

Regular Salt deliveries requires the Contractor to provide not less than 80% and not more than 120% (unless otherwise agreed) of the estimated totals available for delivery or pick-up as ordered between the dates of October 2013 and through June 30th 2014.

OPTION B:

No City Guarantee:

No guarantee will be given by the City as to the amount of salt that will be purchased between the dates of October 2013 through June 30th 2014.

OPTION C:

The Contractor may quote two (2) year pricing (period of October 2013 to June 2015) for the requirements stipulated in options A and B as listed above as a third option (Option C) to be considered by the City.

Delivery General:

Contractors may be required to deliver quantities as so ordered by our Engineering Dept. (Ops.) dispatch centre to the Surrey Works Yard, 6645-148th Street, Surrey, and the Hemlock Yard, 9353 – 160th Street, Surrey.

All deliveries will be co-ordinated through this centre. Contractors must adhere to the delivery schedule as established by our dispatch centre, or contact our dispatch centre if changes in operations occur. Contractors with a consistent record of not meeting delivery schedules may be penalized for personnel and equipment charges for the time utilized awaiting deliveries.

The City reserves the right to pick up materials as required by the City.

Delivery Tickets:

All truckloads delivered by the Contractor MUST be accompanied by a numbered delivery ticket containing the following information:

- a) Contractor's name
- b) Location of vendor source of supply
- c) Tonnage
- d) City Purchase Order Number
- e) Signature of Surrey employee receiving materials

Payment will not be made on any delivery ticket not bearing total volume per shipment or where a quantity has been altered and not initialled by a Surrey City employee.

Delivery Scheduling:

Routine Delivery: Upon request, re-supply shall be made within a maximum of twenty-four (24) hours, seven (7) days per week. Contractors to designate an employee or person responsible for accepting and scheduling telephone orders. For routine orders, the City must be able to contact this person anytime between the hours of 8:00 a.m. and 3:30 p.m. Monday through Friday.

Emergency Delivery: When deemed necessary by the City, during period of repeated storm activity and when re-supply is critical, deliveries shall be started not less than four (4) hours and completed in eight (8) hours, and shall also be made during nights, weekends and holidays. For emergency orders, the City must be able to contact Company representative from 3:30 p.m. to 8:00 a.m. Monday through Friday, and twenty four (24) hours a day on weekends and/or holidays. Contractors unable to meet this requirement may be penalized for costs incurred to the next acceptable low bidder.

- END OF PAGE -

SCHEDULE B – GENERAL TERMS AND CONDITIONS

DEFINITIONS AND INTERPRETATION

1. In these General Terms and Conditions:
 - (a) "**Agreement**" has the meaning set out in Section 2;
 - (b) "**City**" means the City of Surrey;
 - (c) "**Contractor**" means a contractor whose Quotation has been accepted by the City and who is providing the Goods and Services under this Agreement;
 - (d) "**Disbursements**" means the actual out-of-pocket costs and expenses which the Contractor incurs in the performance of the Services as identified in the Quotation and reimbursement of which is accepted by the City;
 - (e) "**Fees**" means the price quoted by the Contractor and accepted by the City for the provision of the Goods and Services, unless otherwise agreed by the parties in writing, and includes all taxes except GST;
 - (f) "**Goods**" means the equipment or materials (if any) as described generally in Schedule A; and
 - (g) "**Services**" means the Services as described generally in Schedule A, including anything and everything required to be done for the fulfilment and completion of this Agreement.
2. This Agreement may be modified only by express and specific written agreement. In the event of a conflict between the provisions of any documents listed below, then the documents shall govern and take precedence in the following order:
 - (a) the general terms and conditions set out in this Schedule B ("**General Terms and Conditions**") of the Request For Quotations ("**RFQ**");
 - (b) the specifications of Goods and scope of Services set out in Schedule A of the RFQ;
 - (c) the RFQ;
 - (d) the Quotation; and
 - (e) other terms, if any, that are agreed to by the parties in writing.

GOODS AND SERVICES

3. The Contractor covenants and agrees with the City to provide the Goods and Services in accordance with this Agreement. The Goods and Services provided must meet the specifications and scope set out in Schedule A of the RFQ and as described in the Quotation.
4. The City may from time to time, by written notice to the Contractor, make changes in the specifications of Goods and the scope of the Services. The Fees will be increased or decreased by written agreement of the City and the Contractor according to the rates set out in the Quotation.
5. The Contractor will, if required in writing by the City, provide additional Goods or Services as may be listed in the Quotation. The terms of this Agreement will apply to any additional Goods or Services, and the fees for additional Goods or Services will generally correspond to the fees as described in the Quotation. The Contractor will not provide any additional Goods or Services in excess of the specifications of Goods and scope of Services requested in writing by the City.
6. The Contractor will provide the Goods and perform the Services with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner performing Services similar to the Services, and on the understanding that the City is relying on the Contractor's experience and expertise. The Contractor represents that it has the expertise, qualifications, resources, and relevant experience to supply the Goods and Services.

7. The Contractor will deliver the Goods and Services free and clear of all liens and encumbrances in the manner and to the destination stipulated. In the event of the Contractor's failure to meet this condition, the Contractor will, on written notice from the City, forthwith return all monies paid by the City on account of the Goods and in addition the City may by written notice terminate this Agreement without liability, and in such event, in addition to the above, the Contractor will be liable for any and all expenses or losses incurred by the City resulting from such failure.

TIME

8. Time is of the essence.

FEES AND DISBURSEMENTS

9. The City will pay the Fees and Disbursements to the Contractor in accordance with this Agreement. Payment by the City of the Fees and Disbursements will be full payment for the Goods and Services and the Contractor will not be entitled to receive any additional payment from the City.
10. For greater certainty, costs of general management, non-technical supporting Services and general overhead are deemed to be covered by the Fees and will not be subject to additional payment by the City. The Fees shall also include without limitation all costs of boxing, packing, crating, and loading and unloading the Goods at the prescribed destination.

PAYMENT

11. Subject to any contrary provisions set out in the Quotation, the Contractor will submit a monthly invoice to the City requesting payment of the portion of the Fees and Disbursements relating to the Goods and Services provided in the previous month. Invoices must include the Contractor's name, address and telephone number, the City's purchase order number, the Contractor's invoice number, the names, charge-out rates and number of hours worked in the previous month of all employees of the Contractor that have performed Services during the previous month; the percentage of Services completed and Goods delivered at the end of the previous month; the total budget for the Goods and Services and the amount of the budget expended to the date of the invoice; taxes (if any); and grand total of the invoice. The Contractor will on request from the City provide receipts and invoices for all Disbursements claimed.
12. If the City reasonably determines that any portion of an invoice is not payable, then the City will so advise the Contractor.
13. The City may hold back from payments 10% of the amount the City determines is payable to the Contractor until such time as the Contractor provides its final report to the City, if applicable.
14. The City will pay the invoice, in the amount as the City determines is correct less any deductions for setoffs or holdbacks permitted by this Agreement including, without limitation, those described in Sections 12, 13, 16, 39 and 40, within thirty (30) days of the receipt of the invoice, unless the parties have agreed in writing to other payment terms. The payment by the City of any invoice will not bind the City with respect to any subsequent payment or final payment and will not mean that the City has accepted Goods and Services that are not in accordance with the requirements of this Agreement, or that the Contractor is in any manner released from its obligation to comply with this Agreement.
15. Unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of Canada.

16. If the Contractor is a non-resident of Canada and does not provide to the City a waiver of regulation letter, the City will withhold and remit to the appropriate governmental authority the greater of:
 - (a) 15% of each payment due to the Contractor: or
 - (b) the amount required under applicable tax legislation.

USE OF WORK PRODUCT

17. The Contractor hereby sells, assigns and transfers to the City the right, title and interest required for the City to use and receive the benefit of all the reports, drawings, plans, designs, models, specifications, computer software, concepts, products, designs or processes or other such work product produced by or resulting from the Services rendered by the Contractor. This section does not give the City the right to sell any such work product to any third party and the City may sell the work product only with the prior approval of the Contractor. The Contractor may retain copies of the work product.

PERSONNEL AND SUBCONTRACTORS

18. The Contractor will provide only personnel who have the qualifications, experience and capabilities to perform the Services.
19. The Contractor will provide the Goods and perform the Services using the personnel and sub-contractors as may be listed in the Quotation and the Contractor will not remove any such listed personnel or sub-contractors from the Services without the prior written approval of the City.
20. If the City reasonably objects to the performance, qualifications, experience or suitability of any of the Contractor's personnel or sub-contractors then the Contractor will, on written request from the City, replace such personnel or sub-contractors.
21. Except as provided for in Section 20, the Contractor will not engage any personnel or sub-contractors, or sub-contract or assign its obligations under this Agreement, in whole or in part, without the prior written approval of the City.
22. The Contractor will preserve and protect the rights of the City with respect to any Goods provided and Services performed under sub-contract and incorporate the General Terms and Conditions of this Agreement into all sub-contracts as necessary to preserve the rights of the City under this Agreement. The Contractor will be as fully responsible to the City for acts and omissions of sub-contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

LIMITED AUTHORITY

23. The Contractor is not and this Agreement does not render the Contractor an agent or employee of the City, and without limited the above, the Contractor does not have authority to enter into any contract or reach any Agreement on behalf of the City, except for the limited purposes as may be expressly set out in this Agreement, or as necessary in order to provide the Goods and Services. The Contractor will make such lack of authority clear to all persons with whom the Contractor deals in the course of providing the Goods and Services. Every vehicle used by the Contractor in the course of providing the Goods and Services shall identify the Contractor by name and telephone number.
24. The Contractor is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City will not control or direct the details, means or process by which the Contractor performs the Services. The Contractor will

determine the number of days and hours of work required to properly and completely perform the Services. The Contractor is primarily responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for in Sections 19 and 21. The Contractor will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-contractors.

CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

25. Except as provided for by law or otherwise by this Agreement, the Contractor will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of the provision of the Goods or performance of the Services and this Agreement, and will not, without the prior express written consent of the City, publish, release, disclose or permit to be disclosed any such information to any person or corporation, either before, during or after termination of this Agreement, except as reasonably required to provide the Goods or complete the Services.
26. The Contractor acknowledges that the City is subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia and agrees to any disclosure of information by the City required by law.
27. The Contractor agrees to return to the City all of the City's property at the completion of this Agreement, including any and all copies or originals of reports provided by the City.

WARRANTIES

28. The Contractor warrants that the Goods shall be free from defects in design, materials, workmanship and title, shall conform in all respects to the terms of this Agreement, shall be fit and suitable and perform satisfactorily for the purposes and under the conditions made known to the Contractor by the City or which were reasonably inferable. The Goods shall be of the best quality, if no quality is specified. This general warranty is independent of and without prejudice to any specific warranty or service guarantee offered by the Contractor or third party manufacturer or supplier of the Goods in connection with the purpose for which the Goods were purchased. The Contractor shall assign to the City any warranty or service guarantee offered by a third party manufacturer or supplier of the Goods. Notwithstanding this assignment, if at any time up to one year from the date of delivery or installation (if applicable) the City determines the Goods or any part do not conform to these warranties, the City shall notify the Contractor within a reasonable time after such discovery, and the Contractor shall then promptly correct such nonconformity at the Contractor's expense. Goods used to correct a nonconformity shall be similarly warranted for one year from the date of delivery. The Contractor's liability shall extend to all liabilities, losses, damages, claims and expenses incurred by the City caused by any breach of any of the above warranties.
29. The Contractor warrants and guarantees that Goods and Services delivered under this Agreement do not infringe any valid patent, copyright or trademark, foreign or domestic, owned or controlled by any other corporation, firm or person, and agrees to indemnify and save harmless the City and all of its elected and appointed officials, officers, employees, servants, representatives and agents (collectively the "**Indemnitees**"), from and against any and all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) by reason of any claim, action or litigation arising out of any alleged or actual infringement of any patent, copyright or trademark, foreign or domestic, relating to the Goods and Services supplied under this Agreement.

INSURANCE AND DAMAGES

30. The Contractor will indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons which any of the Indemnitees incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Contractor of any obligation of this Agreement, or any wrongful or negligent act or omission of the Contractor or any employee or agent of the Contractor.
31. The indemnities described in Sections 29, 30 and 50(c) will survive the termination or completion of this Agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Indemnitees.
32. The Contractor will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this Agreement the following insurance in forms and amounts acceptable to the City from insurers licensed to conduct business in Canada:
- (a) commercial general liability insurance on an occurrence basis, in an amount not less than five million (\$5,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the provision of the Services by the Contractors, its employees and agents. The insurance policy will be endorsed to add the City as additional insured and will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to:
- Blanket contractual,
 - Employees as additional insureds,
 - Non-owned automobile,
 - Owners and contractors protective liability,
 - Contingent employers liability,
 - Personal injury, and
 - Where such further risk exists, advertising liability; and
- (b) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than three million (\$3,000,000) dollars per occurrence for bodily injury, death and damage to property.
33. The Contractor will provide the City with evidence of the required insurance prior to the commencement of this Agreement. Such evidence will be in the form of a completed certificate of insurance acceptable to the City. The Contractor will, on request from the City, provide certified copies of all of the Contractor's insurance policies providing coverage relating to the Services, including without limitation any professional liability insurance policies. All required insurance will be endorsed to provide the City with thirty (30) days advance written notice of cancellation or material change. The Contractor will require and ensure that each sub-contractor maintain insurance comparable to that required above. The Contractor will be responsible for deductible amounts under the insurance policies. All of the Contractor's insurance policies will be primary and not require the sharing of any loss by the City or any insurer of the City.
34. The Contractor hereby waives all rights of recourse against the City for loss or damage to the Contractor's property.

35. Subject to any specific agreements the City and the Contractor may have reached with respect to insurance, as may be set out in other provisions of this Agreement, the Contractor will, as part of the Services, cooperate with the City to obtain additional insurance covering the Services if the City in its discretion determines that additional insurance is required. The City may pay the cost of the premiums for any additional insurance.
36. The Contractor acknowledges that any requirements of the City as to the amount of coverage under any policy of insurance will not constitute a representation by the City that the amount required is adequate and the Contractor acknowledges and agrees that the Contractor is solely responsible for obtaining and maintaining policies of insurance in adequate amounts. The insurance policy coverage limits shall not be construed as relieving the Contractor from responsibility for any amounts which may exceed these limits, for which the Contractor may be legally liable.

CITY RESPONSIBILITIES

37. The City will, in co-operation with the Contractor, make efforts to make available to the Contractor information, surveys, and reports which the City has in its files and records that relate to the Goods and Services. The Contractor will review any such material upon which the Contractor intends to rely and take reasonable steps to determine if that information is complete or accurate. The Contractor will assume all risks that the information is complete and accurate and the Contractor will advise the City in writing if in the Contractor's judgment the information is deficient or unreliable and undertake such new surveys and investigations as are necessary.
38. The City will in a timely manner make all decisions required under this Agreement, examine documents submitted by the Contractor and respond to all requests for approval made by the Contractor pursuant to this Agreement.
39. If the City observes or otherwise becomes aware of any fault or defect in the Goods or Services, it may notify the Contractor, but nothing in this Agreement will be interpreted as giving the City the obligation to inspect the Goods or review the Contractor's performance of the Services.

DEFICIENCIES

40. The City shall have a reasonable time to inspect and to accept the Goods. The City may reject any Goods not in accordance with this Agreement, whether due to damage resulting from improper packing, loading, unloading or otherwise. The City shall notify the Contractor of rejection of the Goods whereupon the Goods will be held subject to the disposition by the Contractor. Any costs or expenses incurred by the City as a result of the rejection of the Goods are, immediately upon written demand by the City, payable by the Contractor, and may be set off against any payments owing by the City to the Contractor.
41. The City may hold back from payments otherwise due to the Contractor up to 150% of a reasonable estimate, as determined by the City, on account of deficient or defective materials. This holdback may be held, without interest, until replacement Goods are received or such deficiency or defect is remedied.

DEFAULT AND TERMINATION

42. In the event the Contractor does not ship the Goods by the shipping date specified in this Agreement, or does not deliver the Goods by the delivery date specified in this Agreement, then:
 - (a) the City reserves the right to terminate this Agreement, in whole or in part, and in the event of such termination no payment will be owing by the City on account of this Agreement and

the Contractor will be liable for any and all expenses or loss resulting from such failure or delay and will return all monies paid by the City; or

- (b) if the City does not terminate this Agreement for late shipping or delivery, the City may deduct and setoff from any payments owing to the Contractor all additional costs the City reasonably incurs on account of the late shipping or delivery.
43. The City may by written notice at any time cancel this Agreement with respect to Goods which, as of the date of cancellation, have not been shipped.
44. The City may at any time and for any reason by written notice to the Contractor terminate this Agreement before the completion of all the Services, such notice to be determined by the City at its sole discretion. Upon receipt of such notice, the Contractor will perform no further Services other than the work which is reasonably required to terminate the Services and return the City's property to the City. Despite any other provision of this Agreement, if the City terminates this Agreement before the completion of all the Services, the City will pay to the Contractor all amounts owing under this Agreement for Services provided by the Contractor up to and including the date of termination, plus reasonable termination costs in the amount as determined by the City in its sole discretion. Upon payment of such amounts no other or additional payment will be owed by the City to the Contractor, and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Services not performed or other profit opportunities.
45. The City may terminate this Agreement for cause as follows:
- (a) If the Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or if a receiver is appointed because of its insolvency, the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Contractor or receiver or trustee in bankruptcy written notice; or
 - (b) If the Contractor is in breach of any term or condition of this Agreement, and such breach is not remedied to the reasonable satisfaction of the City within five (5) days after delivery of written notice from the City to the Contractor, then the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Contractor further written notice.
46. If the City terminates this Agreement as provided by Section 45 then the City may:
- (a) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Services;
 - (b) withhold payment of any amount owing to the Contractor under this Agreement for the performance of the Services;
 - (c) set-off the total cost of completing the Services incurred by the City against any amounts owing to the Contractor under this Agreement, and at the completion of the Services pay to the Contractor any balance remaining; and
 - (d) if the total cost to complete the Services exceeds the amount owing to the Contractor, charge the Contractor the balance, which amount the Contractor will forthwith pay.
47. The City will not accept nor be responsible for any restocking charges for any Goods shipped to the City and then, for whatever reason, returned to the Contractor pursuant to this Agreement. The Contractor is to bear all costs including shipping and handling of returned Goods.

CURING DEFAULTS

48. If the Contractor is in default of any of its obligations under this Agreement, then the City may without terminating this Agreement, upon five (5) days written notice to the Contractor, remedy the default and set-off all costs and expenses of such remedy against any amounts owing to the Contractor. Nothing in this Agreement will be interpreted or construed to mean that the City has any duty or obligation to remedy any default of the Contractor.

DISPUTE RESOLUTION

49. The parties will make reasonable efforts to resolve any dispute, claim, or controversy arising out of this Agreement or related to this Agreement ("**Dispute**") using the dispute resolution procedures set out in this section.

(a) Negotiation

The parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.

(b) Mediation

If all or any portion of a Dispute cannot be resolved by good faith negotiations within thirty (30) days, either party may by notice to the other party refer the matter to mediation. Within seven (7) days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Surrey, British Columbia. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation.

(c) Litigation

If within ninety (90) days of the request for mediation the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice commence litigation.

WORKERS' COMPENSATION BOARD AND OCCUPATIONAL HEALTH AND SAFETY

50. (a) The Contractor will, at its own expense, procure and carry full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in the supply of the Goods and Services. The City has the unfettered right to set off the amount of the unpaid premiums and assessments for the Workers' Compensation Board coverage against any monies owing by the City to the Contractor. The City will have the right to withhold payment under this Agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of the Goods and Services have been paid in full.
- (b) The Contractor will provide the City with the Contractor's Workers' Compensation Board registration number and a letter from the Worker's Compensation Board confirming that the Contractor is registered in good standing with the Workers' Compensation Board.
- (c) Without limiting the generality of any other indemnities granted by the Contractor in this Agreement, the Contractor will indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities,

expenses, judgments, penalties and proceedings (including all actual legal costs) which any of the Indemnitees incur, suffer or are put to arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.

51. (a) The Contractor will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensation Act* and Regulations pursuant thereto. The Contractor agrees that it is the "Prime Contractor" for the Services as defined in the *Workers Compensation Act*.
- (b) The City may, on twenty-four (24) hours written notice to the Contractor, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person. However, in no case will the City be responsible for ascertaining or discovering, through inspections or review of the operations of the Contractor or otherwise, any deficiency or immediate hazard.
- (c) The Contractor understands and undertakes to comply with all the Workers' Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations. All "Material Safety Data Sheets (MSDS)" will be shipped along with the Goods and any future MSDS updates will be forwarded.

BUSINESS LICENSE – Not Applicable

52. The Contractor will obtain and maintain throughout the term of this Agreement a valid City of Surrey business license.

GENERAL PROVISIONS FOR GOODS

53. Documentation for shipments of Goods from outside Canada shall be provided by a Contractor by airmail and shall include all documents as required by law or customary practice. All packages shall be marked as follows:

"Upon arrival, please contact customs broker:
Livingston International Inc.
Telephone: 604-685-3555 Fax: 604-605-8231
Email: cst19@livingstonintl.com"

54. If this Agreement pertains to the fabrication, assembly or other processing of the Goods, representatives of the City shall be permitted free access at all reasonable times for the purpose of inspection, testing or obtaining information as to the progress of the fabrication, assembly or processing.
55. The City may require that shop drawings be submitted by the Contractor for review prior to the delivery of the Goods. The City may require that a qualified registered professional engineer stamp and approve a shop drawing prior to submission. Any review of shop drawings by the City will not relieve the Contractor from its obligation to deliver Goods in full compliance with all requirements of this Agreement.

COMPLIANCE

56. The Contractor will provide the Services in full compliance with all applicable laws, building codes and regulations.
57. The Contractor will, as a qualified and experienced practitioner, interpret applicable codes, laws and regulations applicable to the performance of the Services. If an authority having jurisdiction imposes an interpretation which the Contractor could not reasonably have verified or foreseen prior to entering into this Agreement, then the City will pay the additional costs, if any, of making alterations so as to conform to the required interpretation.

JURISDICTION OF COUNCIL

58. Nothing in this Agreement limits or abrogates, or will be deemed to limit or abrogate, the jurisdiction of the Council of the City in the exercise of its powers, rights or obligations under any public or private statute, regulation or by-law or other enactment.

The Contractor recognizes and agrees that the City cannot make financial commitments beyond the City's current fiscal year. The City will annually make bonafide requests for appropriation of sufficient funds to cover all payments covered by this Agreement. If City Council does not appropriate funds, or appropriates insufficient funds, the City will notify the Contractor of its intention to terminate or reduce the Services so affected within thirty (30) days after the non-appropriation becomes final. Such termination shall take effect thirty (30) days from the date of notification, shall not constitute an event of default and shall relieve the City, its officers and employees, from any responsibility or liability for the payment of any further amounts under this Agreement.

WAIVER

59. Any failure of the City at any time or from time to time to enforce or require the strict keeping or performance of any of the terms and conditions contained in this Agreement shall not constitute a waiver of the terms and conditions and shall not affect or impair the terms or conditions in any way or the City's right at any time to avail itself of any remedies as the City may have for any breach of the terms and conditions.

APPLICABLE LAW

60. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia. The City and the Contractor accept the jurisdiction of the courts of British Columbia and agree that any action under this Agreement shall be brought in such courts.

NOTICES

61. Any notice, report or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise expressly provided for, and will be deemed to be validly given to and received by the addressee:
 - (a) by hand, on delivery;
 - (b) by facsimile, on transmission; or
 - (c) by mail, five (5) calendar days after posting.

The addresses for delivery will be as shown in the Quotation. In addition, the City may give notice to the Contractor by email at the Contractor's email address as shown in the Quotation, which email

will be deemed to be validly given and received by the Contractor on transmission. The Contractor may not give notice to the City by email.

MERGER AND SURVIVAL

62. The representations, agreements, covenants and obligations set out in this Agreement shall survive the delivery of the Goods and performance of the Services and payment of the Fees and Disbursements.

ENTIRE AGREEMENT

63. This Agreement, including any other documents expressly included by reference in this Agreement, contains the entire agreement of the parties regarding the provision of the Goods and Services, and no understandings or agreements, oral or otherwise, exist between the parties except as expressly set out in this Agreement. This Agreement supersedes and cancels all previous agreements between the parties relating to the Goods and Services.

- END OF PAGE -

RFQ Title: BULK WINTER ROAD SALT
RFQ No.: 1220-040-2013-053

CONTRACTOR

Legal Name: _____

Address: _____
Phone: _____ Fax: _____
Email: _____

CITY OF SURREY

City's Representative: Kam Grewal, CMA, BBA
Acting Purchasing & AP Manager
Address: 6645 – 148 Street, Surrey, BC V3S 3C7
Phone: 604-590-7274 Fax: 604-599-0956
Email: purchasing@surrey.ca (.pdf format)

1. The Contractor offers to supply to the City of Surrey the Goods and Services for 2013 and 2014 for the prices plus applicable tax as follows:

F.O.B.		Payment Terms:		
Pit		A cash discount of ____% will be allowed if invoices are paid within ____ days, or the ____ day of the month following, or net 30 days, on a best effort basis.		
		Ship Via:		
Item #	DESCRIPTION OF WORK	UNIT OF MEASURE	APPROXIMATE QUANTITY	Unit Price
Option A	Quantity Guarantee (80 – 120 %) Sodium Chloride Type I, Grade 1 (Road Salt)	Tonnes	5000	\$ _____
	Environmental Levy			\$ _____
Option B	No Quantity Guarantee (Variable) Sodium Chloride Type I, Grade 1 (Road Salt)	Tonnes		\$ _____
	Environmental Levy			\$ _____
Option C	TWO YEAR PRICING FOR: Sodium Chloride Type I, Grade 1 (Road Salt)			
	OPTION A	Tonnes		\$ _____
	OPTION B	Tonnes		\$ _____
	Environmental Levy			\$ _____
	Cartage: Options A, B & C Above			
THE CONTRACTOR IS ASKED TO SUPPLY PRICING FOR BOTH OPTIONS A, B AND C TO ALLOW THE CITY TO CHOOSE THE OPTION THAT BEST FITS OUR REQUIREMENTS.				
<u>Note:</u>				
1) Payment will be based upon the quoted unit price per metric tonne and approved scale tickets.				
2) Unit prices are to exclude tax. Taxes: GST applicable on product & delivery.				
CURRENCY: Canadian				

2. If this offer is accepted by the City, such offer and acceptance will create a contract as described in:
- (a) the RFQ;
 - (b) the specifications set out above and in Schedule A of the RFQ;
 - (c) the General Terms and Conditions;
 - (d) this Quotation; and
 - (e) other terms, if any, that are agreed to by the parties in writing.
3. Capitalized terms used and not defined in this Quotation will have the meanings given to them in the RFQ. Except as specifically modified by this Quotation, all terms, conditions, representations, warranties and covenants as set out in the RFQ will remain in full force and effect.
4. In addition to the warranties provided in the General Terms and Conditions this offer includes the following warranties:

5. I/We have reviewed the General Terms and Conditions. If requested by the City, I/we would be prepared to enter into an agreement that incorporates the General Terms and Conditions, amended by the following departures (list, if any):

Section	Departure / Alternative

6. The City requires that the successful Contractor have the following in place **before providing the Goods and Services**:

- (a) Workers' Compensation Board coverage in good standing and further, if an "Owner Operator" is involved, personal operator protection (P.O.P.) will be provided, Workers' Compensation Registration Number _____;
- (b) Prime Contractor qualified coordinator is Name: _____ and Contact Number: _____;
- (c) Insurance coverage for the amounts required in the General Terms and Conditions as a minimum, naming the City as additional insured and generally in compliance with the City's sample insurance certificate form (available on the City's web site at www.surrey.ca (search "revenue and risk") titled City of Surrey Certificate of Insurance Standard Form);
- (d) City of Surrey business license; and – NOT APPLICABLE
- (e) If the Contractor's Goods and Services are subject to GST, the Contractor's GST Number is _____; and
- (f) If the Contractor is a company, the company name indicated above is registered with the Registrar of Companies in the Province of British Columbia, Canada, Incorporation Number _____.

As of the date of this Quotation, we advise that we have the ability to meet all of the above requirements **except as follows** (list, if any):

Section	Requested Departure(s) / Alternative(s)

7. Contractor's relevant experience and qualifications in delivering Goods and Services similar to those required by the RFQ (use the spaces provided and/or attach additional pages, if necessary):

8. Contractor should provide the following information on the background and experience of all sub-contractors proposed to undertake a portion of the Goods and Services (use the spaces provided and/or attach additional pages, if necessary):

DESCRIPTION OF GOODS AND SERVICES	SUB-CONTRACTORS NAME	YEARS OF WORKING WITH CONTRACTOR	TELEPHONE NUMBER AND EMAIL

9. I/We the undersigned duly authorized representatives of the Contractor, having received and carefully reviewed the RFQ including without limitation the General Terms and Conditions, submit this Quotation in response to the RFQ.

10. **ROUTINE DELIVERY CONTACT PERSON:**

Contractor designated person responsible for accepting and scheduling routine deliveries. The City of Surrey must be able to contact this person during the business hours of 8:00 a.m. to 3:30 p.m.

Contact Person/s	Phone No.

11. **EMERGENCY/AFTER HOURS:**

Contractor designated person responsible for accepting and scheduling emergency deliveries. The City of Surrey must be able to contact this person during nights, weekends and holidays.

Contact Person/s	Phone No.

This Quotation is offered by the Contractor this _____ day of _____, 2013.

CONTRACTOR

I/We have the authority to bind the Contractor.

(Legal Name of Contractor)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)