



REQUEST FOR QUOTATIONS

Title: Supply & Delivery of Pipe

Reference No.: 1220-040-2013-065

FOR THE SUPPLY OF GOODS

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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 described in Schedule A (the "**Goods**"). The description of the Goods 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 as it may choose, in addition, also include goods or terms that exceed the minimum requirements.

2. ADDRESS FOR DELIVERY

The Quotation should be submitted 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 – 148 Street
Surrey, BC V3S 3C7

Fax: 604-599-0956
E-mail for PDF Files: purchasing@surrey.ca

Faxed and e-mailed Quotations are permitted, but a Contractor bears all risk that the City's equipment functions properly so that the City receives the Quotation. If the Contractor prefers to submit a hard copy, the Contractor can submit one original unbound Quotation and one (1) copy (two in total).

3. DATE

The City would prefer to receive Quotations on or before **September 30, 2013**. The City's office hours are 8:30 a.m. to 4:00 p.m., Monday to Friday, except statutory holidays.

4. 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 – 148 Street
Surrey, BC V3S 3C7

Fax: 604-599-0956
E-mail for PDF Files: purchasing@surrey.ca

5. 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.

6. 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.

7. 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 a Quotation. 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.

8. ACCEPTANCE

A Quotation will be an offer to the City which, subject to Section 6, the City may accept at any time by signing the copy of the Quotation and delivering it to the Contractor. A Quotation is not accepted by the City unless and until both the Authorized Signatory and the Purchasing Representative have signed on behalf of the City. 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.

9. 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.

10. CONTRACTOR'S QUALIFICATIONS

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

11. 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.

12. SOLICITATION OF COUNCIL MEMBERS, CITY STAFF AND CITY CONSULTANTS

Contractors and their agents will not contact any member of the City Council, City staff or City consultants with respect to this RFQ, other than the contact person named in Section 4, at any time prior to the award of a contract or the cancellation of this RFQ.

13. 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.

14. 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.

15. MULTIPLE CONTRACTORS

The City reserves the right and discretion to divide up the Goods, by any basis as the City may decide, and to select one or more Contractors to enter into discussions with the City for one or more agreements to supply a portion or portions of the Goods. If the City exercises its discretion to divide up the Goods, the City will do so reasonably having regard for the RFQ and the basis of Quotations.

SCHEDULE A – SPECIFICATIONS

A. SPECIFICATIONS

Goods shall conform to City of Surrey Standards and Specifications, latest edition.

B. DELIVERY

Goods to be delivered to job site on an “**as, if and when required**” basis. F. O. B. Destination, Freight Prepaid including HIAB off-load and place at job site. The City anticipates approximately nine (9) deliveries to various locations over a period of approximately six (6) months. The City reserves the right to increase or decrease these deliveries and time periods.

C. APPROXIMATE QUANTITIES

The respective amounts of Goods to be supplied are listed in Schedule C - Table A. The quantities shown are an estimate for purpose of comparing financial quotations only. The City does not expressly nor by implication agree that the actual amounts of Goods of any class will correspond even approximately to this estimate, but reserves the right to increase or decrease the amounts of Goods of any class or to omit portions of the Goods that may be deemed necessary or expedient by the City. The Contractor shall make no claim for anticipated profits, for loss of profit, for damages, or for any extra payment whatsoever, except as provided for herein, because of any difference between the amount of Goods actually supplied and the quantities stated in Table A in Schedule C.

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 supplying the Goods under this Agreement;
 - (d) "Goods" means the equipment or materials that are the subject of this Agreement;
 - (e) "Purchase Price" means the price quoted by the Contractor and accepted by the City, unless otherwise agreed by the parties in writing, and includes all taxes, duties, freight charges and other charges except PST and GST; and
 - (f) "RFQ" means the Request for Quotations.
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) these General Terms and Conditions;
 - (b) the specifications 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

3. The Contractor will supply the Goods in accordance with this Agreement. The Goods supplied will meet the specifications set out in Schedule A of the RFQ and as described in the Quotation set out in Schedule C of the RFQ.
4. The Contractor will deliver the Goods 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.

PURCHASE PRICE

5. The City will pay the Purchase Price to the Contractor in accordance with this Agreement. The Purchase Price shall also include without limitation all costs of boxing, packing, crating, and loading and unloading the Goods at the prescribed destination.

TIME

6. Time is of the essence.

PAYMENT

7. Invoices must include the Contractor's name, address and telephone number, the City's purchase order number, the Contractor's invoice number, the Contractor's GST registration number or an indication that it is not applicable if the

Contractor is a small trader, the quantity, tax (if any) and the complete Purchase Price calculations, including extensions and discounts.

8. 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 10, 11 and 12, within 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 that the Goods are 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.
9. Unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of Canada.

DEFICIENCIES

10. 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.
11. 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

12. 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, or otherwise fails to comply with the requirements of 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.
13. 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.
14. If the Contractor becomes insolvent or makes an assignment for the benefit of creditors or a receiver or trustee is appointed for the property of the Contractor, then the City may, at its election, and without prejudice to its rights at law or in equity, terminate this Agreement.
15. 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.

WARRANTIES AND INDEMNITIES

16. 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 at least equal to the higher of national standards or codes (such as, by way of illustration, CSA or ASTM), or standards and codes customarily applicable at the place where the City will use the Goods. 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 installation. 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.
17. The Contractor warrants and guarantees that Goods 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 supplied under this Agreement.
18. The Contractor represents and warrants that all Goods delivered under this Agreement shall comply with all applicable codes, statutes, by-laws, rules and regulations, of any federal, provincial, municipal or other competent authority for the time being in force, including any environmental laws and that the Goods are not dangerous to the environment or to person or health.
19. 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.

CUSTOMS

20. 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"

INSPECTIONS

21. 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.

SAFETY

22. If this Agreement includes any inspection, installation or other work on the City's premises by the Contractor, or representative or subcontractor of the Contractor, all such activity shall be performed and undertaken in strict compliance with all applicable health and safety laws and regulations, including, without limitation, the *Workers Compensation Act*, the Occupational Health & Safety Regulation and the *Hazardous Products Act*, and also in strict compliance with any published and issued by the City for use at the City's premises. The Contractor shall provide the City with the Contractor's Workers Compensation Board registration number and a letter from the Workers Compensation Board confirming the supplier is registered in good standing with the Workers Compensation Board and that all assessments have been paid to the date thereof prior to the City having any obligation to pay monies under this Agreement.

WHMIS/MSDS

23. The Contractor covenants and agrees 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 Systems (WHMIS)" Regulations. All "Material Safety Data Sheets (MSDS)" will be shipped along with the Goods and any future MSDS updates will be forwarded.

SHOP DRAWINGS

24. 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.

WAIVER

25. 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 or breaches of the terms and conditions.

APPLICABLE LAW

26. 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

27. 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 calendar days after posting.

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

28. The representations, agreements, covenants and obligations set out in this Agreement, including without limitation Section 19, shall survive the delivery of the Goods and payment of the Purchase Price.

ENTIRE AGREEMENT

29. 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 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.
30. In the event that the Contractor issues an invoice, packing slip, sales receipt, or any like document to the City, the City accepts the document on the express condition that any terms and conditions in it which constitute terms and conditions which are in addition to or which establish conflicting terms and conditions to those set out in this Agreement are expressly rejected by the City.

SIGNATURE

31. This Agreement may be executed in or one or more counterparts all of which when taken together will constitute one and the same Agreement, and one or more of the counterparts may be delivered by fax transmission or as a PDF file.

ENUREMENT

32. This Agreement shall enure to the benefit of and be binding upon the respective successors and permitted assigns of the City and the Contractor.



QUOTATION

SCHEDULE C

RFQ Title: Supply & Delivery of Pipe
RFQ No.: 1220-040-2013-065

CONTRACTOR

CITY OF SURREY

Legal Name: _____
 Address: _____
 Phone: _____ Fax: _____
 Email: _____

Kam Grewal, Purchasing & AP Manager
 6645 – 148 St., Surrey. BC V3S 3C7
 Phone: 604-590-7274 Fax: 604-599-0956
 E-mail for PDF Files: purchasing@surrey.ca

1. The Contractor offers to supply to the City of Surrey the Goods for the prices plus applicable taxes as follows:

Table A:

FOB: Destination, Freight Prepaid		Payment Terms: 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 #	Item Description	Product Manufacturing Name and Number	Lead Time	Anticipated Quantity (a)	U/M	Unit Price (b)	Amount (a) x (b)
1	8" PVCO (Bionax)			2520	metres		
2	8" DI PC 350			335	metres		
3	4" DI PC 350			320	metres		
1. HIAB off-load and place at job site. 2. Goods shall conform to City of Surrey Standards and Specifications, latest edition. 3. Prices should remain firm for the duration of the requirement. 4. In the event of a price reduction, the City should receive the benefit. Currency: Canadian						Subtotal:	
						GST (5%):	
						PST (7%):	
						TOTAL:	

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

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)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

This Quotation is accepted by the City of Surrey this _____ day of _____, 20__.

CITY OF SURREY

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)