



## **REQUEST FOR PROPOSALS**

**Title:** Waste Cart Supply

**Reference No.:** 1220-030-2022-021

**FOR PROFESSIONAL SERVICES (CONTRACTOR – GOODS AND SERVICES)**

(General Services)

Issuance Date: May 17<sup>th</sup>, 2022

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## REQUEST FOR PROPOSALS

### 1. INTRODUCTION

#### 1.1 Purpose

Through this Request for Proposals (the “**RFP**”), the City of Surrey (the “**City**”) is seeking proposals from proponents (each a “**Proponent**”) to perform the services described in Schedule A – Specifications of Goods and Scope of Services (the “**Goods and Services**”). That schedule, with such modifications as may be agreed between the City and the successful Proponent(s), will be incorporated into the contract between the City and the successful Proponent(s).

#### 1.2 Definitions

In this RFP the following definitions shall apply:

- (a) “**BC Bid Website**” means [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca);
- (b) “**City**” means the City of Surrey;
- (c) “**City Representative**” has the meaning set out in Section 2.5;
- (d) “**City Website**” means [www.surrey.ca](http://www.surrey.ca);
- (e) “**Closing Time**” has the meaning set out in Section 2.1;
- (f) “**Contract**” means a formal written contract between the City and a Preferred Proponent to undertake the Services, the preferred form of which is attached as Schedule B;
- (g) “**Evaluation Team**” means the team appointed by the City;
- (h) “**Goods**” has the meaning set out in Schedule A;
- (i) “**Preferred Proponent(s)**” means the Proponent(s) selected by the Evaluation Team to enter into negotiations for a Contract;
- (j) “**Proponent**” means an entity that submits a Proposal;
- (k) “**Proposal**” means a proposal submitted in response to this RFP;
- (l) “**RFP**” means this Request for Proposals;
- (m) “**Services**” has the meaning set out in Schedule A;

- (n) **“Site”** means the place or places where the Goods are to be delivered and the Services are to be performed; and
- (o) **“Statement of Departures”** means Schedule C-1 to the form of Proposal attached as Schedule C.

## **2. INSTRUCTIONS TO PROPONENTS**

### **2.1 Closing Time and Address for Proposal Delivery**

The Proponent should submit the Proposal **electronically** in a single pdf file which must be delivered by email at: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)

**on or before the following date and time**

**Time: 3:00 p.m., local time**

**Date: June 7<sup>th</sup>, 2022**

**(the “Closing Time”).**

Confirmation of receipt of email will be issued. Proposals that cannot be opened or viewed may be rejected. A Proponent bears all risk that the City’s receiving equipment functions properly so that the Proposal is received by the Closing Time.

**Note:** The maximum file size the City can receive is 10Mb. If sending large email attachments, Proponents should phone [604-590-7274] to confirm receipt.

### **2.2 Late Proposals**

Proposals submitted after the Closing Time will not be accepted or considered. A Proponent bears all risk that the City’s receiving computer equipment functions properly so that the Proposal is received by the Closing Time.

### **2.3 Amendments to Proposals**

Proposals may be revised by written amendment, delivered to the location set out in Section 2.1, at any time before the Closing Time but not after. An amendment should be signed by an authorized signatory of the Proponent in the same manner as provided by Section 3.2. E-mailed amendments are permitted, but such amendment should show only the change to the proposal price(s) and should not disclose the actual proposal price(s). A Proponent bears all risk that the City’s computer equipment functions properly so as to facilitate timely delivery of any amendment.

### **2.4 Inquiries**

All inquiries related to this RFP should be directed in writing to the person named below (the **“City Representative”**). Information obtained from any person or source other than the City Representative may not be relied upon.

Name: Sunny Kaila, Manager Procurement Services

E-mail: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)

Reference: 1220-030-2022-021

Inquiries should be made no later than 7 business days before Closing Time. The City reserves the right not to respond to inquiries made within 7 business days of the Closing Time. Inquiries and responses will be recorded and may be distributed to all Proponents at the discretion of the City.

Proponents finding discrepancies or omissions in the Contract or RFP, or having doubts as to the meaning or intent of any provision, should immediately notify the City Representative. If the City determines that an amendment is required to this RFP, the City Representative will issue an addendum in accordance with Section 2.6. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

## **2.5 Addenda**

If the City determines that an amendment is required to this RFP, the City Representative will issue a written addendum by posting it on the BC Bid website at [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca) and the City website at [www.surrey.ca](http://www.surrey.ca) (collectively, the “Websites”), and upon posting, any addenda will form part of this RFP. It is the responsibility of Proponents to check the Websites for addenda. The only way this RFP 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 RFP or may be relied upon by any Proponent. By delivery of a Proposal the Proponent is deemed to have received, accepted and understood the entire RFP, including any and all addenda.

## **2.6 Examination of Contract Documents and Site**

Proponents will be deemed to have carefully examined the RFP, including all attached Schedules, the Contract and the Site (as applicable) prior to preparing and submitting a Proposal with respect to any and all facts which may influence a Proposal.

## **2.7 Opening of Proposals**

The City intends to open Proposals in private but reserves the right to open Proposals in public at its sole discretion.

## **2.8 Status Inquiries**

All inquiries related to the status of this RFP, including whether or not a Contract has been awarded, should be directed to the City Website and not to the City Representative.

## **3. PROPOSAL SUBMISSION FORM AND CONTENTS**

### **3.1 Form of Proposal**

Proponents should complete the form of Proposal attached as Schedule C, including Schedules C-1 to C-5. Proponents are encouraged to respond to the items listed in

Schedules C-1 to C-5 in the order listed. Proponents are encouraged to use the forms provided and attach additional pages as necessary.

### **3.2 Signature**

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

- (a) If the Proponent is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Proposal 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 Proposal on behalf of the corporation is submitted;
- (b) If the Proponent 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 Proponent is an individual, including a sole proprietorship, the name of the individual should be included.

## **4. EVALUATION AND SELECTION**

### **4.1 Evaluation Team**

The evaluation of Proposals will be undertaken on behalf of the City by an evaluation team appointed by the City (the “**Evaluation Team**”), which may consist of one or more persons. The Evaluation Team may consult with others including City staff members, third party consultants and references, as the Evaluation Team may in its discretion decide is required. The Evaluation Team will give a written recommendation for the selection of a Preferred Proponent or Preferred Proponents to the City.

### **4.2 Evaluation Criteria**

The Evaluation Team will compare and evaluate all Proposals to determine each Proponent's strength and ability to provide the Services in order to determine the Proposal, or Proposals, which are most advantageous to the City, using the following criteria:

- (a) **Experience, Reputation and Resources** – The Proponent's experience, reputation and resources as applicable to providing the Goods and the performance of the Services.

For this evaluation criterion The Evaluation Team will consider the Proponent's responses to items in Schedule C-2.

- (b) Technical – The Proponent’s technical proposal for providing the Goods and performance of the Services as outlined in the Proponent’s responses to items in Schedule C-3 and Schedule C-4.
- (c) Financial – The Proponent’s financial proposal for providing the Goods and performance of the Services as described in the Proponent’s response to Schedule C-5.
- (d) Statement of Departures - The Evaluation Team will consider the Proponent's response to Schedule C-1.

The Evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal. The Evaluation Team may further consider any criteria the Evaluation Team identifies as relevant during the evaluation process. Specific weightings are not assigned to the individual evaluation criteria, but it is anticipated that the Proposal that offers the greatest overall value for money will be judged as most advantageous.

#### **4.3 Discrepancies in Proponent's Financial Proposal**

If there are any obvious discrepancies, errors or omissions in Schedule C-5 of a Proposal (Proponent's Financial Proposal), then the City shall be entitled to make obvious corrections, but only if, and to the extent, the corrections are apparent from the Proposal as submitted, and in particular:

- (a) if there is a discrepancy between a unit price and the extended total, then the unit prices shall be deemed to be correct, and corresponding corrections will be made to the extended totals;
- (b) if a unit price has been given but the corresponding extended total has been omitted, then the extended total will be calculated from the unit price and the estimated quantity;
- (c) if an extended total has been given but the corresponding unit price has been omitted, then the unit price will be calculated from the extended total and the estimated quantity.

#### **4.4 Litigation**

In addition to any other provision of this RFP, the City may, in its absolute discretion, reject a Proposal if the Proponent, or any officer or director of the Proponent submitting the Proposal, is or has been engaged directly or indirectly in a legal action against the City, its elected or appointed officers, representatives or employees in relation to any matter, or if the City has initiated legal action against any officers or directors of the Proponent.

In determining whether or not to reject a Proposal under this Section, the City will consider whether the litigation is likely to affect the Proponent’s ability to work with the City, its contractors and representatives and whether the City’s experience with the Proponent indicates that there is a risk the City will incur increased staff and legal costs in the administration of the Contract if it is awarded to the Proponent.



#### **4.5 Additional Information**

The Evaluation Team may, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal, and the Evaluation Team may make such requests to only selected Proponents. The Evaluation Team may consider such clarifications or additional information in evaluating a Proposal.

#### **4.6 Interviews**

The Evaluation Team may, at its discretion, invite some or all of the Proponents to appear before the Evaluation Team to provide clarifications of their Proposals. In such event, the Evaluation Team will be entitled to consider the answers received in evaluating Proposals.

#### **4.7 Multiple Preferred Proponents**

The City reserves the right and discretion to divide up the Goods and Services, either by scope, geographic area, or other basis as the City may decide, and to select one or more Preferred Proponents to enter into discussions with the City for one or more Contracts to perform a portion or portions of the Goods and Services. If the City exercises its discretion to divide up the Goods and Services, the City will do so reasonably having regard for the RFP and the basis of Proposals.

In addition to any other provision of this RFP, Proposals may be evaluated on the basis of advantages and disadvantages to the City that might result or be achieved from the City dividing up the Goods and Services and entering into one or more Contracts with one or more Proponents.

#### **4.8 Negotiation of Contract and Award**

If the City selects a Preferred Proponent or Preferred Proponents, then it may:

- (a) enter into a Contract with the Preferred Proponent(s); or
- (b) enter into discussions with the Preferred Proponent(s) to attempt to finalize the terms of the Contract(s) including financial terms, and such discussions may include:
  - (1) clarification of any outstanding issues arising from the Preferred Proponent's Proposal;
  - (2) negotiation of amendments to the departures to the draft Contract, if any, proposed by the Preferred Proponent as set in Schedule C-1 to the Preferred Proponent's Proposal; and
  - (3) negotiation of amendments to the Preferred Proponent's price(s) as set out in Schedule C-5 to the Preferred Proponent's Proposal and/or Goods and scope of Services if:
    - (A) the Preferred Proponent's financial Proposal exceeds the City's approved budget, or
    - (B) the City reasonably concludes the Preferred Proponent's financial proposal includes a price(s) that is unbalanced, or
    - (C) a knowledgeable third party would judge that the Preferred Proponent's price(s) materially exceed a fair market price(s) for

- services similar to the Goods and Services offered by the Preferred Proponent as described in the Preferred Proponent's Proposal; or
- (c) if at any time the City reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, give the Preferred Proponent(s) written notice to terminate discussions, in which event the City may then either open discussions with another Proponent or terminate this RFP and retain or obtain the Goods and Services in some other manner.

## **5. GENERAL CONDITIONS**

### **5.1 No City Obligation**

This RFP is not a tender and does not commit the City in any way to select a Preferred Proponent, or to proceed to negotiations for a Contract, or to award any Contract, and the City reserves the right to at any time, and for any reason, reject all Proposals, and to terminate this RFP process without further explanation. The City is under no obligation to consider any Proposal, including the Proposal with the lowest price, or to select as the Preferred Proponent the Proponent that submits the Proposals with the lowest price.

### **5.2 Proponent's Expenses**

Proponents are solely responsible for their own expenses in preparing, and submitting Proposals, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from this RFP. The City and its representatives, agents, consultants and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP.

### **5.3 No Contract**

By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind is formed under, or arises from this RFP, prior to the signing of a formal written Contract.

### **5.4 Conflict of Interest**

A Proponent shall disclose in its Proposal 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.

### **5.5 Solicitation of Council Members, City Staff and City Consultants**

Proponents and their agents will not contact any member of the City Council, City staff or City consultants with respect to this RFP, other than the City Representative named in section 2.5, at any time prior to the award of a contract or the cancellation of this RFP and which could be viewed as one Proponent attempting to seek an unfair advantage over other Proponents.

## 5.6 Confidentiality

All submissions become the property of the City and will not be returned to the Proponent. All submissions will be held in confidence by the City unless otherwise required by law. Proponents 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.

## 5.7 No Claims

Each Proponent, by submitting a Proposal, irrevocably:

- (a) agrees that it will not bring any claim, demand, action, cause of action, suit or proceeding, whether arising in contract, tort (including negligence) or otherwise (a “**Claim**”) against the City or any of its employees, directors, officers, advisors or representatives, or any one of them, for any costs, damages or other compensation for any matter relating directly or indirectly to this RFP (including in the event that the City rejects or disqualifies or for any other reason fails to accept a Proposal, accepts a non-compliant Proposal or otherwise breaches, or fundamentally breaches, the terms of this RFP or any duties arising from this RFP; and
- (b) waives any Claim against the City and its employees, directors, officers, advisors or representatives, or any one of them, for any compensation of whatsoever nature or kind, including for loss of anticipated profits, loss of opportunity, indirect, incidental or consequential damages or losses if no contract is entered into for the Services between the Proponent and the City for any reason whatsoever, including in the event that the City rejects or disqualifies or for any other reason fails to accept a Proposal, accepts a non-compliant Proposal or otherwise breaches, or fundamentally breaches, the terms of this RFP or any duties arising from this RFP.

## **SCHEDULE A – SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES**

### **1. PURPOSE**

- 1.1. The City invites Proposals from experienced and qualified Proponents for the provision of everything required including all skilled labour, tools, materials, equipment for the supply and delivery of Waste Collection Carts and any other requirements.

### **2. BACKGROUND**

- 2.1. The City of Surrey provides weekly residential curbside organic (kitchen and yard waste) collection with alternating bi-weekly garbage and recycling collection via a fully automated cart-based collection system which is operated exclusively by a Compressed Natural Gas (CNG) waste collection fleet. Waste collection services are provided to approximately 107,000 single family households and 33,000 secondary suites. Additionally, 32,500 apartment building residences are provided weekly centralized recycling service and 15,000 apartment residences receive weekly centralized organic waste collection service.
- 2.2. Approximately 300,000 waste carts were distributed to the City's 100,000 waste collection customers during the 2012 roll-out of the City's Rethink Waste Collection program. Each household received one (1) cart for each of garbage, recycling and organic waste. Beyond this initial City-wide disbursement of carts in 2012, the City requires an ongoing supply of waste carts for the following reasons:
- (a) There is an annual average increase of approximately 1,500 new households in the residential curbside collection customer base with each new household requiring three (3) waste carts, one for each of the three collection streams;
  - (b) There is a need to provide approximately 4,000 additional carts to some households for organics, recyclables and/or garbage;
  - (c) There is a need to replace carts approximately 400 carts that are damaged; and
  - (d) There is a need to provide recycling and organics carts to the City's growing multi-family buildings customer base (apartments)
- 2.3. The City uses and requires a combination of the following size wheeled carts for each waste stream: 360 Litre / 96 U.S. gallons, 240 Litre / 64 U.S. gallons, 180 Litre / 48 U.S. gallons, and 120 Litre / 32 U.S. gallons.

### **3. ESTIMATED ANNUAL CART QUANTITIES AND TYPES**

- 3.1. The respective amounts of goods to be furnished in the Proposals are an estimate for purpose of comparing Proposals only. The City does not expressly nor by implication agree that the actual amounts of work or material of any class will correspond even approximately to this estimate, but reserves the right to increase or decrease the amounts of any class or portion of the work, or to omit portions of the work that may be deemed not necessary or expedient by the City. The Proponent 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 actual work done and material actually furnished and the quantities stated in the Proposal.

## Estimated Annual Quantities of Cart Size and Types

Cart Size (litres)	Estimated Annual Cart Quantity
120	500
180	500
240	3,000
360	6,000

### 4. WASTE CART SPECIFICATIONS

4.1. The following specifications identify the minimum requirements to which the City is seeking:

<b>Garbage, Recycling and Organics Container Specifications</b>
<p><b>1. General</b></p> <p>Product proposed must have been in service for a minimum of five (5) years. All containers shall be new and unused. Containers shall conform to the best practices known to the trade in the design, quality and workmanship. Assemblies, sub-assemblies and component parts shall be standard and interchangeable throughout the entire quantity of the same sized/type container.</p>
<p><b>2. Container Standards</b></p> <p>Containers shall meet the requirements set forth in ANSI</p> <p><b>Provide:</b></p> <p>From an independent party officially recognized to perform such analysis:</p> <ol style="list-style-type: none"><li>1. Certified copies of results of each test set forth in ANSI for both semi-automated and fully automated lifters.</li><li>2. Certification that the containers meet the dimensional requirements of ANSI for type B containers and type G containers.</li></ol>
<p><b>3. Container Design</b></p> <p>Containers shall be designed to be lifted by both fully automated lift systems and North American “bar-lock” style semi-automated lifting systems. The assembled container shall be designed to regularly receive and dump 3.5 pounds per US Gallon of capacity, both static and during the complete lift and dump cycle.</p>

## **Garbage, Recycling and Organics Container Specifications**

### **4. Body**

The body of the container shall be manufactured from first quality virgin medium or high-density polyethylene with a minimum of 50% post-consumer recycled material. Container body below the lid shall be one piece and be rotationally or injection moulded. Ultraviolet stabilizers and other additives will be hot melt compounded into the base material.

Rotationally moulded containers will have a minimum nominal wall thickness of 0.150 inches. Injection moulded containers will have a minimum nominal wall thickness of 0.175 inches.

The bottom of the container must have a molded-in wear strip to protect against dragging. Container base must be impact resistant at all points (four corners and the center) of the base for durability. Screw-on, bolt-on, or pop-on wear guards are unacceptable.

### **5. Container Sizes**

Proponents shall be able to supply four (4) sizes of carts similar to the current inventory of waste carts used in Surrey and provided to its customers.

The container volume excluding the lid, must be 360 Litre / 96 U.S. gallons, 240 Litre / 64 U.S. gallons, 180 Litre / 48 U.S. gallons, and 120 Litre / 32 U.S. gallons (no variation beyond +/- 2% for each cart size will be accepted). Proponents must include an independent test result according to ANSI Z245.30, Appendix A (Volume Test), certified by an accredited professional engineer, showing the exact capacity of the cart body (to the nearest whole Litre).

**360 Litre / 96 Gallon:** STATE BODY CAPACITY

**240 Litre / 64 Gallon:** STATE BODY CAPACITY

**180 Litre / 48 Gallon:** STATE BODY CAPACITY

**120 Litre / 32 Gallon:** STATE BODY CAPACITY

### **6. Lid**

Each container shall be furnished with a lid manufactured from first quality 100% virgin polyethylene or with post-consumer recycled material not to exceed 50%. Ultraviolet stabilizers and other additives will be hot melt compounded into the base material.

The lid design shall be crowned, not flat, to provide drainage. The lid shall be of such configuration that it will not warp, bend, slump or distort to such an extent that it no longer fits the container tightly or becomes otherwise unserviceable.

The lids shall be constructed such that they continuously overlap the container body so to prevent the inclusion of rainwater, rodents, birds, insects, and the emission of odours. The lid shall not bind on the handle in the open position.

## **Garbage, Recycling and Organics Container Specifications**

The lids are to open or rotate a full 270 degrees and allow free flow of material during the dump cycle. The lid must be easily detached from the body with a simple specialized tool to facilitate maintenance.

### **7. Recyclable**

The body of the container, the lid, and all other parts shall be 100% recyclable.

### **8. Handle**

The handle(s) will be an integrally molded part of the container body and shall not rotate on its own axis.

Each container shall have two (2) grasping handles with grip openings of sufficient size to accommodate gloved hands.

### **9. Colour**

Resin shall contain colour pigment hot melted compound. Colour shall be non-fading throughout the warranty period. The colour and shade of containers shall be consistent and without noticeable variation from one to another.

The container body colour should be dark grey in colour. Other variations may be proposed.

Lid colours should match the current cart lid colours. Colour of lids shall be:

- Garbage - black
- Recycling – blue
- Organics – green

Proponents should submit colour chips of all colours available per the above requirements.

### **10. Wheels**

Wheels shall be the manufacturer's best quality available for the intended purpose. Tread width for all wheels for containers shall be no less than 1.75". Wheels shall be one piece and can be rotationally, blow or injection moulded from first quality 100% virgin polyethylene. Wheels are to be the same size and interchangeable with containers of the same size.

The wheel assembly must be easily removed with a simple specialized tool to facilitate maintenance

## **Garbage, Recycling and Organics Container Specifications**

### **11. Axles**

Each container shall have a minimum 5/8" steel axle rod (either galvanized or zinc plated). The axle must pass through the container body, outside the refuse area, and be attached by means of a molded in axle sleeve supplying sufficient support to minimize stress and prevent bending of the axle. The axle shall be easily replaced in the field and capable of supporting the full load capacity of the container.

### **12. Grab Bars**

A grab bar, compatible with all North American or domestic style lifting devices will be moulded into each container or constructed of tubular steel. Metal grab bars will be constructed of galvanized steel, have a minimum of 1" outside diameter, and be easily replaceable in the field.

### **13. Stability**

The container shall be stable and self-balancing when in the upright position both loaded and empty. When the container is sitting on a surface, it shall sit flat on the surface. The container must be designed to withstand winds up to 50km per hour as applied from any direction when empty or loaded, lid open or closed. The container shall remain in the upright position when the lid is being opened. Containers shall meet slope stability test requirements set forth in ANSI for front, rear and side orientations.

### **14. Finish**

Interior and exterior surfaces shall be uniform in appearance and free of foreign substances, shrink holes, cracks, blow holes, webs and other superficial or structural defects that could adversely affect the appearance and performance of the container. The interior of the container shall be smooth. Exterior surface shall not hinder the container being picked up by a mechanical arm.

### **15. Durability**

All parts of the container shall be usable for the warranty period of ten (10) years in the intended application including normal resistance to bottom wear and permanent deformation from loading and unloading of solid waste. It is understood that the container will be gripped by hydraulically operated equipment and will come in regular contact with asphalt, concrete and other rough surfaces.



## **Garbage, Recycling and Organics Container Specifications**

### **16. Identification**

All containers shall be identified with wording and/or graphics hot-stamped onto the lid and body of the containers. Markings, as required by ANSI shall be molded into each lid. The City will work with the Contractor to determine the final type and arrangement of container markings. Green lids will have "Organics Only" hot stamped on lid; Blue lids will have "Recyclables Only" hot stamped on lid; Black lids will have "Garbage Only" hot stamped on lid or as otherwise directed by the City.

Each container shall have a six digit serial number hot stamped onto the front in white and be a minimum of 1" in height. The serial number shall be numeric. The City will work with the Proponent or determine the final composition of serial numbers. Each container shall have a 'no parking' sign hot stamped in white onto the front side of the cart, under the numeric serial number.

The City of Surrey logo will be hot stamped in white on each side of the container. Design to be approved by the City. The Proponent will supply, for approval by the City, detailed artwork for all markings, prior to start of manufacturing.

### **17. RFID Tag, Container Distribution and Inventory Software.**

Carts shall have a non-proprietary UHF RFID microchip embedded in the handle of the container. The RFID chip will contain specific information as to the container's unique serial number and date of manufacture. The chip will comply with current Canadian telecommunications regulations. The RFID chip shall be compatible with cart inventory program software used by the City and software used by the waste collection contractor and its waste collection vehicles.

This RFID technology is to be used for asset management. Also state method of attachment and placement in the container.

A spreadsheet with detailed cart information must be sent for each shipment of new carts. This spreadsheet must be sent prior to the carts being shipped, and approved by the City, to ensure there is no duplication of Serial Numbers or RFID's. If carts arrive with Serial Numbers and RFID's that have not been approved by the City the supplier will be responsible for any related expenses to fix the issue.

The cart information spreadsheet must include the following information for each load of carts:

- Cart Type
- Cart Size
- RFID
- Serial Number
- Date Manufactured
- Order Number

## **Garbage, Recycling and Organics Container Specifications**

### **18. Container Data**

For each container size provide the following:

- Volume of container body (Litres / U.S. Gallon)
- Height (including lid)
- Width
- Hip of gripping surface diameter
- Average wall thickness of body
- Average wall thickness of lid
- Wheel diameter and wheel tread width
- Steel axle diameter
- Weight of complete container
- Complete container resin weight

#### **Provide:**

Complete printed manufacturer specifications, published literature, and illustrations of units proposed. The specifications shall show, at a minimum:

- Manufacturing process for containers
- Resin material type, manufacturer, and name brand
- Detailed lid/hinge assembly description and attachment and detachment method
- Axle assembly material, dimensions and attachment method
- Wheel material, dimensions and attachments/ detachment method.

### **19. Warranty**

The warranty must be for no less than ten (10) years and must specifically provide for no-charge replacement of any component parts which may fail in design, material or workmanship, for a period of 10 years after delivery to resident or City location(s). The warranty shall include, but is not limited to, the following defects and/or replacement of the defective parts:

- Failure of the lid to prevent rainwater from entering the container when closed on the containers body.
- Damage to the container body, the lid or any component part through opening or closing the lid.
- Failure of the body and lid to maintain their original shape.
- Failure of the wheels to provide continuous, easy mobility, as originally designed.
- Failure at attachment points for lids, hinges, wheels or other points of attachment.
- Cracking, fading, splitting, peeling, weathering degradation and/or lowered ultraviolet resistance to aging in the course of normal operational use.
- Failure of any specified information, identification, RFID identification, marking, graphic, numerals, dating, lettering, language or symbols on containers to be clearly legible.
- Failure of any portion of the bottom of the container body to remain impervious to damage or wear-through after repeated contact with rough and abrasive surfaces.
- All transportation, taxes, customs, excise, brokerage and other fees to deliver replacement containers or parts

### **Garbage, Recycling and Organics Container Specifications**

F.O.B. to the City's designated recycling depot as well as any such fees required to send defective parts back to the Contractor or manufacturer, as well as any labour associated with replacing the parts (in cases where a whole container is not being replaced).

- All parts of the container shall be usable for the warranty period of 10 years in the intended application including resistance to bottom wear and permanent deformation from loading and unloading of solid waste. It is to be understood that the container will be gripped by hydraulically operated equipment and will come in contact with asphalt, concrete, and other rough surfaces, including stairs.
- All containers shall remain durable in hot and cold temperature variations of this region. In addition, during the warranty period, the container and its component parts shall maintain sufficient strength, shape and appearance, and be resistant to blows, kicks and rodent penetration, such as to require no routine maintenance and in general be maintenance free.

The Proponent shall guarantee continuous availability of a complete inventory of all replacement parts for the duration of the warranty beginning no later than the first day delivery commences. The replacement part stock requirements will be determined by the City and are subject to change.

#### **20. Resin Product**

Provide the following:

- What is offered.
- Type of resin(s) used in the container bodies and lids.
- Weight of resin(s) used in the container body and lid only, for each container size.

#### **21. Legal or Administrative Settlements:**

The manufacturer of the cart must submit the name, contact name and telephone number for each government or agency with which it has had a legal or administrative settlement of warranty, cart failure claims or contract performance within the last ten (10) years including ongoing negotiations of settlement throughout Canada or US. Include a brief summary of the settlement or indicate if a "gag order" was imposed, and by whom it was ordered. This information must be provided on a separate page entitled "Legal or Administrative Settlements".

#### **22. Annual Price Adjustment:**

Prices shall be fixed for the full term of the contract. Proponents shall provide a price breakdown as per Fees and Payment Schedule.

## **Garbage, Recycling and Organics Container Specifications**

### **23. Sample Carts**

With its Proposal, Proponents shall submit sample carts as representing the proposed carts in bid submissions at no cost to the City. Samples shall include one cart of each of the four (4) cart sizes. Samples will form a part of the Proposal evaluation. Samples should be received on or prior to the Closing Date of the RFP. All samples should be marked “**Samples for RFP No. 1220-030-2022-021, Waste Carts Supply**” and must indicate the name of the Proponent. Samples for items not selected for award may be returned to the Proponent.

Sample carts should be delivered to:

City of Surrey Operations Centre  
Attention: Brittany McKinnon  
6651 148 Street,  
Surrey, BC  
V3S 3C7

### **24. Delivery**

The Contractor shall be responsible for:

- a. The delivery of waste collection carts to the City’s Assembly, Distribution and Cart Management facility or to a location determined by the City that will either be in or in close proximity to the City.
- b. Coordinating waste cart manufacturing and shipment schedule to accommodate the City’s requests.
- c. Unit prices shall include freight, custom duties, brokerage fees and any other delivery costs.

### **25. Sustainable Purchasing**

The City may give preference for products that demonstrate sustainable purchasing and an overall lower environmental footprint and cost of ownership.

## **5. PERFORMANCE**

- 5.1. The Contractor shall provide a Performance Bond or an Irrevocable Standby Commercial Letter of Credit, or Certified Funds in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) within ten (10) days of notice of award, in the form satisfactory to the City as a guarantee for the due and faithful performance of the Contract by the Contractor. Such a bond must be issued by a surety company licensed to transact business in Province of British Columbia and must be in the form and contain terms satisfactory to the City. At no time will the Performance Bond be released until the described Services has been completed and satisfactorily performed.

- 5.2. The Contractor shall provide Labour & Materials Payment Bond or an Irrevocable Standby Commercial Letter of Credit, or Certified Funds in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) within ten (10) days of notice of award, in the form satisfactory to the City. Such bond must be issued by a surety company licensed to transact business in the Province of British Columbia in a form and contain terms satisfactory to the City. At no time will the Labour and Materials Payment Bond be released until the described Services has been completed and satisfactorily performed.

**- END OF PAGE -**

**SCHEDULE B – DRAFT CONTRACT**



**PROFESSIONAL SERVICES AGREEMENT**

**Title:** Waste Cart Supply

**Reference No.:** 1220-030-2022-021

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**APPENDIX 5 – ADDITIONAL SERVICES**

**TITLE: WASTE CART SUPPLY**

**THIS AGREEMENT** is dated for reference this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

**AGREEMENT No.: 1220-030-2022-021**

**BETWEEN:**

**CITY OF SURREY**  
13450 - 104 Avenue  
Surrey, B.C., V3T 1V8, Canada  
(the "**City**")

**AND:**

\_\_\_\_\_  
*(Insert Full Legal Name and Address of Contractor)*

(the "**Contractor**")

**WHEREAS** the City wishes to engage the Contractor to provide the Goods and Services and the Contractor agrees to provide the Goods and Services.

***Waste Cart Supply***

**THEREFORE** in consideration of the premises and payment of one (\$1.00) dollar and other good and valuable consideration paid by each of the parties to the other (the receipt and sufficiency of which each party hereby acknowledges), the parties hereby covenant and agree with each other as follows:

**1. INTERPRETATION**

**1.1 Definitions**

In this agreement the following definitions apply:

- (a) "Dispute" has the meaning set out in Section 14.1;
- (b) "Fees" has the meaning set out in Section 5.1;
- (c) "Goods" has the meaning set out in Section 2.1;
- (d) "Indemnitees" has the meaning set out in Section 7.1;
- (e) "Invoice" has the meaning set out in Section 5.2(a)
- (f) "Services" has the meaning set out in Section 2.1;
- (g) "Term" has the meaning set out in Section 2.5; and

(h) “Time Schedule” has the meaning set out in Section 2.6.

## **1.2 Appendices**

The following attached Appendices are a part of this agreement:

- (a) Appendix 1 – Specifications of Goods and Scope of Services;
- (b) Appendix 2 – Fees and Payment;
- (c) Appendix 3 – Time Schedule;
- (d) Appendix 4 – Personnel and Sub-Contractors; and
- (e) Appendix 5 – Additional Services.

## **2. GOODS AND SERVICES**

### **2.1 Goods and Services**

The City hereby retains the Contractor to provide the Goods and Services as described generally in Appendix 1, including anything and everything required to be done for the fulfillment and completion of this agreement (the “**Goods and Services**”).

### **2.2 Amendment of Goods and Services**

The City may from time to time, by written notice to the Contractor, make changes to the Goods and Services. The Fees will be increased or decreased by written agreement of the City and the Contractor according to the rates set out in Appendix 2.

### **2.3 Additional Goods and Services**

The Contractor will, if requested in writing by the City, provide additional goods and perform additional services as may be listed in Appendix 5. The terms of this agreement will apply to any additional goods and services, and the fees for additional goods and services, and the time for the Contractor’s performance, will generally correspond to the fees and time of performance as described in Appendices 2 and 3. The Contractor will not provide any additional goods and services in excess of the scope of services requested in writing by the City.

### **2.4 Standard of Care**

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. The Contractor represents that it has the expertise, qualifications, resources and relevant experience to provide the Goods and Services.

### **2.5 Term**

The Contractor will provide the Goods and Services for the period commencing on (**START DATE**) and terminating on (**END DATE**) (the “**Term**”).

The City may at any time prior to 30 days before the end of the Term, by written notice to the Contractor, extend the Term for a period of time not to exceed four (4) additional one (1) year terms. If the City elects to extend the Term, the provisions of this agreement will remain in force, including the Fees, except where amended in writing by the parties.

## **2.6 Time**

The Contractor acknowledges that time is of the essence with respect to the provision of the Goods and Services and accordingly the Contractor will provide the Goods and Services within the performance or completion dates or time periods (the “**Time Schedule**”) as set out in Appendix 3, or as otherwise agreed to in writing by the City and the Contractor. If at any time the Contractor discovers that the Time Schedule cannot be met it will immediately advise the City in writing and provide a revised Time Schedule.

## **2.7 Warranty of Goods**

The Contractor warrants that the Goods supplied by the Contractor 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. 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.

Goods supplied by the City and installed by the Contractor that require Services during a product warranty period shall be serviced by the Contractor at the City's expense.

If any Goods are installed by the Contractor, and subsequently recalled by the manufacturer of the Goods, Service costs associated with the replacement of the recalled Goods will be at the Contractor's expense. The Contractor shall notify the City if a recall notice is issued by a Goods manufacturer.

Damage to Goods caused by a third party (i.e., motor vehicle collision) shall not be covered by any Goods warranty, and the Contractor will not be held responsible for any associated damage repair costs.

## **2.8 Pandemic Restrictions**

The parties acknowledge that this agreement has been entered into during the on-going COVID-19 pandemic (the “**Pandemic**”). The Contractor advises that it is able to proceed to provide the

Goods and perform with the Services under the Pandemic conditions and restrictions (collectively the “**Pandemic Restrictions**”) as they exist as of the date of this agreement. The parties acknowledge that Pandemic Conditions may change so as to cause unavoidable interruptions or interference to the Contractor’s performance of the Goods and Services. The parties confirm:

- (a) notwithstanding the known existence of the Pandemic, Section 2.8 will apply to new Pandemic Restrictions, which arise after the date of this agreement, whether anticipated or not, which reasonably interfere with the Contractor providing the Goods and performance of the Services, such that upon the Contractor giving required notice shall be entitled to an extension of the time to provide the Goods and perform the Services, but shall not be entitled to reimbursement of any costs;
- (b) notwithstanding any such new Pandemic Restrictions, the agreement will remain valid and in force, subject to the terms of the agreement including, without limitation Section 25 (Workers’ Compensation Board and Occupational Health and Safety); and
- (c) if new Pandemic Restrictions occur that cause or threaten interruption of the Goods and Services the Contractor will give the City immediate notice, and a written plan of the interim steps the Contractor will take, if any, during the interruption of the Goods and Services, and when Pandemic Restrictions permit, provide the City with a written plan for the resumption of the Goods and Services.

### **3. PERSONNEL**

#### **3.1 Qualified Personnel**

The Contractor will provide only professional personnel who have the qualifications, experience and capabilities to provide the Goods and perform the Services.

#### **3.2 Listed Personnel and Sub-Contractors**

The Contractor will provide the Goods and Services using the professional personnel and sub-contractors as may be listed in Appendix 4 and identified by the Contractor, and the Contractor will not remove any such listed personnel or sub-contractors from the Goods and Services without the prior written approval of the City.

#### **3.3 Replacement of Personnel or Sub-Contractors**

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.

#### **3.4 Sub-Contractors and Assignment**

Except as provided for in Section 3.2, 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.

### **3.5 Agreements with Sub-Contractors**

The Contractor will preserve and protect the rights of the City with respect to any Services performed under sub-contract and incorporate the 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.

## **4. LIMITED AUTHORITY**

### **4.1 Agent of City**

The Contractor is not and this agreement does not render the Contractor an agent or employee of the City, and without limiting 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.

### **4.2 Independent Contractor**

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 Goods and Services. The Contractor will determine the number of days and hours of work required to properly and completely perform the Goods and Services. The Contractor is primarily responsible for performance of the Goods and Services and may not delegate or assign any Goods or Services to any other person except as provided for in Section 3.4. The Contractor will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-contractors.

## **5. FEES**

### **5.1 Payment for Goods and Services**

The City will pay to the Contractor the fees as set out in Appendix 2 (the "**Fees**"). Payment by the City of the Fees will be full payment for the Goods and Services and the Contractor will not be entitled to receive any additional payment from the City.

### **5.2 Payment**

Subject to any contrary provisions set out in this Agreement:

- (a) the Contractor will submit an invoice (the "**Invoice**") to the City requesting payment of the portion of the Fees relating to the Goods and Services provided. Each Invoice should be sent **electronically** to: [surreyinvoices@surrey.ca](mailto:surreyinvoices@surrey.ca) and include the following information:
  - (1) an invoice number;
  - (2) the Contractor's name, address and telephone number;

- (3) the City's reference number for the Goods and Services; P.O. # (to be advised)
  - (4) the names, charge-out rates and number of hours worked in the previous month of all employees of the Contractor and any sub-contractors that have performed services during the previous month;
  - (5) the percentage of the Goods and Services completed at the end of the previous month;
  - (6) the total budget for the Goods and Services and the amount of the budget expended to the date of the Invoice;
  - (7) taxes (if any);
  - (8) grand total of the Invoice;
- (b) if the City reasonably determines that any portion of an Invoice is not payable then the City will so advise the Contractor;
  - (c) the City will pay the portion of an Invoice which the City determines is payable less any deductions for setoffs or holdbacks permitted by this agreement including, without limitation, any amounts permitted to be held back on account of deficiencies, within 30 days of the receipt of the Invoice;
  - (d) if the Contractor offers the City a cash discount for early payment, then the City may, at the City's sole discretion, pay the discounted portion of an Invoice; and
  - (f) all Invoices shall be stated in, and all payments made in, Canadian dollars.

### **5.3 Records**

The Contractor will prepare and maintain proper records related to the delivery of the Goods and Services, including records, receipts and invoices relating to Disbursements. On request from the City, the Contractor will make the records available open to audit examination by the City at any time during regular business hours during the time the Contractor is providing the Goods and Services and for a period of six years after the Goods are delivered and the Services are complete.

### **5.4 Goods not listed in Appendix 2**

All replacement Goods not specifically listed in Appendix 2 but required will be supplied by the Contractor and invoiced to the City at cost plus <math>\leq</math> insert percentage discount (\_\_\_%).> The Contractor shall submit, upon request by the City, actual supplier's invoices to establish the cost of the Goods.

### **5.5 Units of Goods and Services**

The estimated units of Goods and Services in Appendix 2 are for determination of the price only. The City does not guarantee that the actual amounts of Goods and Services of any unit class will correspond even approximately to the estimated units, but reserves the right to increase or decrease the amounts of any class or portion of the Goods and Services, or to omit portions of the Goods and Services 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, because of any difference between the amount of actual Goods and Services furnished and the quantities stated in Appendix 2.

## **5.6 Personnel Hourly Rates**

The personnel hourly rates in Appendix 2 shall include all overhead, profit and all small tools and other miscellaneous equipment normally required by tradesmen in their provision of the Goods and Services. No payment will be made for travel time to and from each site and such time shall not be included in the time measured for payment.

## **5.7 Equipment Hourly Rates**

The equipment hourly rates in Appendix 2 shall include all overhead, profit and shall include operators, fuel, repairs, moving charges, etc. Time required for transportation of equipment to and from work sites within Surrey will be payable at the appropriate equipment hourly rates. Payment for time required to transport equipment into and out of the City's jurisdictional boundaries will not be payable.

## **5.8 Incidental Goods Supply**

Goods provided to aid or assist in maintenance tasks and/or installation of new or replacement parts shall be considered incidental, and shall not be paid for separately by the City under Appendix 2.

## **5.9 Non-Residents**

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.

## **6. CITY RESPONSIBILITIES**

### **6.1 City Information**

The City will, in co-operation with the Contractor, make efforts to make available to the Contractor information, surveys, reports and records which the City has in its possession that relate to the delivery of 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.

### **6.2 City Decisions**

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.

### **6.3 Notice of Defect**

If the City observes or otherwise becomes aware of any fault or defect in the delivery of the Goods or the provision of Services, it may notify the Contractor, but nothing in this agreement will be



interpreted as giving the City the obligation to inspect or review the Contractor's performance with regards to delivering Goods or the provision of the Services.

## **7. INSURANCE AND DAMAGES**

### **7.1 Indemnity**

The Contractor will 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 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.

### **7.2 Survival of Indemnity**

The indemnity described in this Contract 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.

### **7.3 Contractor's Insurance Policies**

The Contractor will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this agreement the following insurances 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 work or operations of the Contractor, its employees and agents. The insurance 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: premises and operators liability, broad form products and completed operations, owners and contractors protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability, broad form loss of use, personal injury, and incidental medical malpractice. The City will be added as additional insured;
- (b) professional errors and omissions insurance in an amount not less two million (\$2,000,000) dollars insuring all professionals providing the Services from liability resulting from errors or omissions in the performance of the Services, with a 12-month maintenance period, and
- (c) 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.

#### **7.4 Insurance Requirements**

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 restricting coverage. To the extent the City has an insurable interest, the builder's risk policy will have the City as first loss payee. 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.

#### **7.5 Contractor Responsibilities**

The Contractor acknowledges that any requirements by 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.

#### **7.6 Additional Insurance**

The Contractor shall place and maintain, or cause any of its sub-contractors to place and maintain, such other insurance or amendments to the foregoing policies as the City may reasonably direct.

#### **7.7 Waiver of Subrogation**

The Contractor hereby waives all rights of recourse against the City for loss or damage to the Contractor's property.

### **8. TERMINATION**

#### **8.1 By the City**

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 Goods and Services, such notice to be determined by the City at its sole discretion. Upon receipt of such notice, the Contractor will perform no further Goods and Services other than the work which is reasonably required to complete the Goods and Services. Despite any other provision of this agreement, if the City terminates this agreement before the completion of all the Goods and Services, the City will pay to the Contractor all amounts owing under this agreement for Goods and 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 Goods and Services not performed or other profit opportunities.

## **8.2 Termination for Cause**

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 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.

If the City terminates this Contract as provided by this Section, then the City may:

- (a) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Goods and Services;
- (b) withhold payment of any amount owing to the Contractor under this agreement for the performance of the Goods and Services;
- (c) set-off the total cost of completing the Goods and Services incurred by the City against any amounts owing to the Contractor under this agreement, and at the completion of the Goods and Services pay to the Contractor any balance remaining; and
- (d) if the total cost to complete the Goods and Services exceeds the amount owing to the Contractor, charge the Contractor the balance, which amount the Contractor will forthwith pay.

## **8.3 Curing Defaults**

If the Contractor is in default of any of its obligations under this agreement, then the City may without terminating this agreement, upon 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.

## **9. APPLICABLE LAWS, POLICIES, BUILDING CODES AND BY-LAWS**

### **9.1 Applicable Laws and City Policies**

This agreement will 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 be brought in such courts.

The Contractor shall comply with all applicable policies, procedures and instructions provided by the City.

## **9.2 Codes and By-Laws**

The Contractor will provide the Goods and Services in full compliance with all applicable laws, building codes and regulations.

## **9.3 Interpretation of Codes**

The Contractor will, as a qualified and experienced professional, interpret applicable codes, laws and regulations applicable to the performance of the Goods and 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.

## **10. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION**

### **10.1 No Disclosure**

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 performance of the Goods and 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 complete the Goods and Services.

### **10.2 Freedom of Information and Protection of Privacy Act**

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.

### **10.3 Return of Property**

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.

## **11. USE OF WORK PRODUCT**

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.

## **12. WORKERS' COMPENSATION BOARD AND OCCUPATIONAL HEALTH AND SAFETY**

12.1 The Contractor agrees that it shall, at its own expense, procure and carry, or cause to be procured, carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in the supply of the Goods and Services. The Contractor agrees that 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.

- 12.2 The Contractor will provide the City with the Contractor's Workers' Compensation Board registration number and a letter from the Workers' Compensation Board confirming that the Contractor 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 obligations to pay monies under this agreement.
- 12.3 The Contractor agrees that it is the prime contractor for the Services as defined in the *Workers Compensation Act, R.S.B.C. 2019, c.1*. The Contractor will have a safety program in place that meets the requirements of the Workers' Compensation Board Occupational Health and Safety Regulation and the *Workers Compensation Act*. As prime contractor, the Contractor will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the Services. That person will be the person so identified in this agreement, and the Contractor will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.
- 12.4 Without limiting the generality of any other indemnities granted by the Contractor in this agreement, the Contractor shall indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgements, 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.
- 12.5 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 Compensations Act* and Regulations pursuant thereto.
- 12.6 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 to ascertaining or discovering, through inspections or review of the operations of the Contractor or otherwise, any deficiency or immediate hazard.
- 12.7 The Contractor understands and undertakes to comply with all 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)" shall be shipped along with the Goods and any future MSDS updates will be forwarded.

### **13. BUSINESS LICENSE**

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

## **14. DISPUTE RESOLUTION**

### **14.1 Dispute Resolution Procedures**

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 14.

(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 30 days, either party may by notice to the other party refer the matter to mediation. Within 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 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.

## **15. JURISDICTION AND COUNCIL NON-APPROPRIATION**

15.1 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.

15.2 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 30 days after the non-appropriation becomes final. Such termination shall take effect 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.

## **16. GENERAL**

### **16.1 Entire Agreement**

This agreement, including the Appendices and any other documents expressly referred to in this agreement as being a part of 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 provision of the Goods and Services.

### **16.2 Amendment**

This agreement may be amended only by agreement in writing, signed by both parties.

### **16.3 Contractor Terms Rejected**

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.

### **16.4 Survival of Obligations**

All of the Contractor's obligations to perform the Goods and Services in a professional and proper manner will survive the termination or completion of this agreement.

### **16.5 Cumulative Remedies**

The City's remedies under this agreement are cumulative and in addition to any right or remedy which may be available to the City at law or in equity.

### **16.6 Notices**

Any notice, report or other document that either party may be required or may wish to give to the other should be in writing, unless otherwise provided for, and will be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by facsimile, on transmission, or if by mail, five calendar days after posting. The addresses for delivery will be as follows:

**(a) The City:**

City of Surrey, Surrey City Hall  
Engineering / Engineering Operations / Solid Waste  
13450 – 104 Avenue, Surrey, B.C., Canada V3T 1V8

Attention:     <img alt="redacted" data-bbox="295 838 325 852"/> **insert contact name**>  
                  <img alt="redacted" data-bbox="295 855 325 869"/> **insert title**>

Telephone No.:     <img alt="redacted" data-bbox="352 891 382 905"/> **insert**>



Fax No.: <img alt="PDF icon" data-bbox="354 96 381 109"/> insert>  
Email: <img alt="PDF icon" data-bbox="354 111 381 124"/> insert>

**(b) The Contractor:**

<img alt="PDF icon" data-bbox="294 178 321 191"/> insert name and address>

Attention: <img alt="PDF icon" data-bbox="294 212 321 225"/> insert contact name>  
<img alt="PDF icon" data-bbox="294 227 321 240"/> insert title>

Business Fax No.: <img alt="PDF icon" data-bbox="354 265 381 278"/> insert>  
Business Email: <img alt="PDF icon" data-bbox="354 280 381 293"/> insert>

**16.7 Unenforceability**

If any provision of this agreement is invalid or unenforceable, it will be severed from the agreement and will not affect the enforceability or validity of the remaining provisions of the agreement.

**16.8 Headings**

The headings in this agreement are inserted for convenience of reference only and will not form part of nor affect the interpretation of this agreement.

**16.9 Singular, Plural and Gender**

Wherever the singular, plural, masculine, feminine or neuter is used throughout this agreement the same will be construed as meaning the singular, plural, masculine, feminine, neuter or body corporate where the context so requires.

**16.10 Waiver**

No waiver by either party of any breach by the other party of any of its covenants, obligations and agreements will be a waiver of any subsequent breach or of any other covenant, obligation or agreement, nor will any forbearance to seek a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.

**16.11 Signature**

This agreement may be executed in 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 or PDF email transmission.

**16.12 Enurement**

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



**16.13 Compliance with COVID 19 Policy**

It is a material term of this agreement that the Contractor, and any personnel and subcontractors providing the Goods and performing the Services who (a) will enter City facilities or (b) will be in close physical proximity to City staff outdoors, comply with the City's COVID 19 policy(ies) and requirements, including with respect to Contractor's personnel will be fully vaccinated against COVID-19 and require their personnel to provide proof of vaccination status in a form acceptable to the City prior to beginning work each day on-site. The Contractor will immediately remove any personnel or subcontractors who do not meet, maintain or comply with any such polices and requirements.

The personal information collected will be held in confidence by the City and will be used only to monitor compliance with, and to administer, the City's vaccination policies. The City will collect this personal information under s. 26(c) of the *Freedom of Information and Protection of Privacy Act*.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement on the day and year first above written.

**CITY OF SURREY**

**I/We have the authority to bind the City.**

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

**[INSERT NAME OF 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)

**(APPENDICES 1 THROUGH 5 WILL BE INSERTED LATER WHEN AN AGREEMENT IS ASSEMBLED FOR EXECUTION INCLUDING INFORMATION FROM THE RFP AND SUCCESSFUL PROPOSAL)**

**APPENDIX 1 – SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES**

**APPENDIX 2 – FEES AND PAYMENT**

**APPENDIX 3 – TIME SCHEDULE**

**APPENDIX 4 – PERSONNEL AND SUB-CONTRACTORS**

**APPENDIX 5 – ADDITIONAL SERVICES**

**SCHEDULE C – FORM OF PROPOSAL**

**RFP Project Title:** Waste Cart Supply

**RFP Reference No.:** 1220-030-2022-021

**Legal Name of Proponent:** \_\_\_\_\_

**Contact Person and Title:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

**Business Telephone:** \_\_\_\_\_

**Business Fax:** \_\_\_\_\_

**Business E-Mail Address:** \_\_\_\_\_

TO:

City of Surrey

City Representative: Sunny Kaila, Manager, Procurement Services

Email for PDF Files: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)

Dear Sir:

**1.0** I/We, the undersigned duly authorized representative of the Proponent, having received and carefully reviewed all of the Proposal documents, including the RFP and any issued addenda posted on the City Website and BC Bid Website, and having full knowledge of the Goods and Services required, and having fully informed ourselves as to the intent, difficulties, facilities and local conditions attendant to performing the Goods and Services, submit this Proposal in response to the RFP.

**2.0** **I/We confirm** that the following schedules are attached to and form a part of this Proposal:

- Schedule C-1 – Statement of Departures;
- Schedule C-2 – Proponent’s Experience, Reputation and Resources;
- Schedule C-3 – Proponent’s Technical Proposal (Goods and Services);
- Schedule C-4 – Proponent’s Technical Proposal (Time Schedule); and
- Schedule C-5 – Proponent’s Financial Proposal.

**3.0** **I/We confirm** that this proposal is accurate and true to best of my/our knowledge.

**4.0** I/We confirm that, if I/we am/are awarded the agreement, I/we will at all times be the “prime contractor” as provided by the Worker's Compensation Act (British Columbia) with respect to the Goods and Services. I/we further confirm that if I/we become aware that another

contractor at the place(s) of the Goods and Services has been designated as the “prime contractor”, I/we will notify the City immediately, and I/we will indemnify and hold the City harmless against any claims, demands, losses, damages, costs, liabilities or expenses suffered by the City in connection with any failure to so notify the City.

**This Proposal** is submitted by this **[day]** day of **[month]**, **[year]**.

**I/We have the authority to bind the Proponent.**

\_\_\_\_\_  
(Legal Name of Proponent)

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

**SCHEDULE C-1 - STATEMENT OF DEPARTURES**

1. I/We have reviewed the proposed agreement attached to the RFP as Schedule "B". If requested by the City, I/we would be prepared to enter into that agreement, amended by the following departures (list, if any):

<b>Section</b>	<b>Requested Departure(s) / Alternative(s)</b>

2. The City of Surrey requires that the successful Proponent have the following in place **before commencing the 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 proposed agreement 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 Website at [www.surrey.ca](http://www.surrey.ca) search [Standard Certificate of Insurance](#);
- (d) City of Surrey or Intermunicipal business license Number: \_\_\_\_\_;
- (e) If the Proponent's Goods and Services are subject to GST, the Proponent's GST Number is \_\_\_\_\_; and
- (f) If the Proponent 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 Proposal, we advise that we have the ability to meet all of the above requirements **except as follows** (list, if any):

<b>Section</b>	<b>Requested Departure(s) / Alternative(s)</b>

3. I/We offer the following alternates to improve the Services described in the RFP (list, if any):

<b>Section</b>	<b>Requested Departure(s) / Alternative(s)</b>

4. The Proponent acknowledges that the departures it has requested in Sections 1, 2 and 3 of this Schedule C-1 will not form part of the agreement unless and until the City agrees to them in writing by initialling or otherwise specifically consenting in writing to be bound by any of them.

## SCHEDULE C-2 - PROPONENT'S EXPERIENCE, REPUTATION AND RESOURCES

Proponents should provide information on the following (use the spaces provided and/or attach additional pages, if necessary):

- (i) Location of primary business, branch locations, background, stability, structure of the Proponent and number of years business has been operational;
- (ii) Proponent's relevant experience and qualifications in delivering Goods and Services similar to those required by the RFP;
- (iii) Proponent's demonstrated ability to provide the Goods and perform the Services;
- (iv) Proponent's equipment resources, capability and capacity, as relevant (including equipment resources under the Proponent's control, equipment resources to be rented, and equipment resources to be purchased);
- (v) Proponent's references (name and telephone number). The City's preference is to have a minimum of three references;
- (vi) Proponent's financial strength (with evidence such as financial statements, bank references);
- (vii) Proponents should provide information on the background and experience of all key personnel proposed to undertake the Services (use the spaces provided and/or attach additional pages, if necessary):

### Key Personnel

Name: \_\_\_\_\_

Experience: \_\_\_\_\_

Dates: \_\_\_\_\_

Project Name: \_\_\_\_\_

Responsibility: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dates: \_\_\_\_\_

Project Name: \_\_\_\_\_

Responsibility: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dates: \_\_\_\_\_

Project Name: \_\_\_\_\_

Responsibility: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Sub-Contractors**

(viii) Proponents 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 SERVICES	SUB-CONTRACTORS NAME	YEARS OF WORKING WITH PROPONENT	TELEPHONE NUMBER AND EMAIL

(ix) Describe any difficulties or challenges you might anticipate in providing the Goods and Services to the City and how you would plan to manage these;



**SCHEDULE C-3 - PROPONENT’S TECHNICAL PROPOSAL (GOODS AND SERVICES)**

Proponents should provide the following (use the spaces provided and/or attach additional pages, if necessary):

- (i) a narrative that illustrates an understanding of the City’s requirements for the Goods and Services;
- (ii) a description of the general approach and methodology that the Proponent would take in providing the Goods and performing and managing the Services including specifications and requirements;
- (iii) a narrative that illustrates how the Proponent will provide the Goods and perform the Services, and accomplish required objectives within the City’s schedule;
- (iv) a description of the standards to be met by the Proponent in providing the Goods and Services;
- (v) a list of reports that you would anticipate providing the City’s management team, including their relationship to project milestones and the method of delivery (electronic, paper, e-mail, other);
- (vi) Environmental and Social Responsibility: Describe your commitment to environmental stewardship initiatives, recycling practices and carbon footprint reduction;
- (vii) Value Added Services: The Proponent should provide a description of value added, innovative ideas and unique services that the Proponent can offer to implement the City’s requirements relevant to the scope of Services described in this RFP. Unless otherwise stated, it is understood that there are no extra costs for these goods and services;
- (viii) Proponents are to address the following specification requirements and provide a response indicating their compliance **(do not leave blank)**:

<p align="center"><b>Garbage, Recycling and Organics Container Specifications</b></p>	<p align="center"><b>PROPONENT TO SPECIFY: Make, Model, and to indicate compliance or deviations with specifications below</b></p>
<p><b>1. General</b></p> <p>Product proposed must have been in service for a minimum of five (5) years. All containers shall be new and unused. Containers shall conform to the best practices known to the trade in the design, quality and workmanship. Assemblies, sub-assemblies and</p>	

<p style="text-align: center;"><b>Garbage, Recycling and Organics Container Specifications</b></p>	<p style="text-align: center;"><b>PROPONENT TO SPECIFY: Make, Model, and to indicate compliance or deviations with specifications below</b></p>
<p>component parts shall be standard and interchangeable throughout the entire quantity of the same sized/type container.</p>	
<p><b>2. Container Standards</b></p> <p>Containers shall meet the requirements set forth in ANSI</p> <p><b>Provide:</b> From an independent party officially recognized to perform such analysis:</p> <ol style="list-style-type: none"> <li>3. Certified copies of results of each test set forth in ANSI for both semi-automated and fully automated lifters.</li> <li>4. Certification that the containers meet the dimensional requirements of ANSI for type B containers and type G containers.</li> </ol>	
<p><b>3. Container Design</b></p> <p>Containers shall be designed to be lifted by both fully automated lift systems and North American “bar-lock” style semi-automated lifting systems. The assembled container shall be designed to regularly receive and dump 3.5 pounds per US Gallon of capacity, both static and during the complete lift and dump cycle.</p>	
<p><b>4. Body</b></p> <p>The body of the container shall be manufactured from first quality virgin medium or high-density polyethylene with a minimum of 50% post-consumer recycled material. Container body below the lid shall be one piece and be rotationally or injection moulded. Ultraviolet stabilizers and other additives will be hot melt compounded into the base material.</p> <p>Rotationally moulded containers will have a minimum nominal wall thickness of 0.150 inches. Injection moulded containers will have a minimum nominal wall thickness of 0.175 inches.</p> <p>The bottom of the container must have a molded-in wear</p>	

<p style="text-align: center;"><b>Garbage, Recycling and Organics Container Specifications</b></p>	<p style="text-align: center;"><b>PROPONENT TO SPECIFY: Make, Model, and to indicate compliance or deviations with specifications below</b></p>
<p>strip to protect against dragging. Container base must be impact resistant at all points (four corners and the center) of the base for durability. Screw-on, bolt-on, or pop-on wear guards are unacceptable.</p>	
<p><b>5. Container Sizes</b></p> <p>Proponents shall be able to supply four (4) sizes of carts similar to the current inventory of waste carts used in Surrey and provided to its customers.</p> <p>The container volume excluding the lid, must be 360 Litre / 96 U.S. gallons, 240 Litre / 64 U.S. gallons, 180 Litre / 48 U.S. gallons, and 120 Litre / 32 U.S. gallons (no variation beyond +/- 2% for each cart size will be accepted). Proponents must include an independent test result according to ANSI Z245.30, Appendix A (Volume Test), certified by an accredited professional engineer, showing the exact capacity of the cart body (to the nearest whole Litre).</p> <p><b>360 Litre / 96 Gallon:</b> STATE BODY CAPACITY  <b>240 Litre / 64 Gallon:</b> STATE BODY CAPACITY  <b>180 Litre / 48 Gallon:</b> STATE BODY CAPACITY  <b>120 Litre / 32 Gallon:</b> STATE BODY CAPACITY</p>	
<p><b>6. Lid</b></p> <p>Each container shall be furnished with a lid manufactured from first quality 100% virgin polyethylene or with post-consumer recycled material not to exceed 50%. Ultraviolet stabilizers and other additives will be hot melt compounded into the base material.</p> <p>The lid design shall be crowned, not flat, to provide drainage. The lid shall be of such configuration that it will not warp, bend, slump or distort to such an extent that it no longer fits the container tightly or becomes otherwise unserviceable.</p> <p>The lids shall be constructed such that they continuously overlap the container body so to prevent the inclusion of rainwater, rodents, birds, insects, and the emission of odours. The lid shall not bind on the handle in the open</p>	

<p align="center"><b>Garbage, Recycling and Organics Container Specifications</b></p>	<p align="center"><b>PROPONENT TO SPECIFY: Make, Model, and to indicate compliance or deviations with specifications below</b></p>
<p>position.</p> <p>The lids are to open or rotate a full 270 degrees and allow free flow of material during the dump cycle. The lid must be easily detached from the body with a simple specialized tool to facilitate maintenance.</p>	
<p><b>7. Recyclable</b></p> <p>The body of the container, the lid, and all other parts shall be 100% recyclable.</p>	
<p><b>8. Handle</b></p> <p>The handle(s) will be an integrally molded part of the container body and shall not rotate on its own axis.</p> <p>Each container shall have two (2) grasping handles with grip openings of sufficient size to accommodate gloved hands.</p>	
<p><b>9. Colour</b></p> <p>Resin shall contain colour pigment hot melted compound. Colour shall be non-fading throughout the warranty period. The colour and shade of containers shall be consistent and without noticeable variation from one to another.</p> <p>The container body colour should be dark grey in colour. Other variations may be proposed.</p> <p>Lid colours should match the current cart lid colours. Colour of lids shall be:</p> <ul style="list-style-type: none"> <li>• Garbage - black</li> <li>• Recycling – blue</li> <li>• Organics – green</li> </ul> <p>Proponents should submit colour chips of all colours available per the above requirements.</p>	

<p align="center"><b>Garbage, Recycling and Organics Container Specifications</b></p>	<p align="center"><b>PROPONENT TO SPECIFY: Make, Model, and to indicate compliance or deviations with specifications below</b></p>
<p><b>10. Wheels</b></p> <p>Wheels shall be the manufacturer's best quality available for the intended purpose. Tread width for all wheels for containers shall be no less than 1.75". Wheels shall be one piece and can be rotationally, blow or injection moulded from first quality 100%virgin polyethylene. Wheels are to be the same size and interchangeable with containers of the same size.</p> <p>The wheel assembly must be easily removed with a simple specialized tool to facilitate maintenance</p>	
<p><b>11. Axles</b></p> <p>Each container shall have a minimum 5/8" steel axle rod (either galvanized or zinc plated). The axle must pass through the container body, outside the refuse area, and be attached by means of a molded in axle sleeve supplying sufficient support to minimize stress and prevent bending of the axle. The axle shall be easily replaced in the field and capable of supporting the full load capacity of the container.</p>	
<p><b>12. Grab Bars</b></p> <p>A grab bar, compatible with all North American or domestic style lifting devices will be moulded into each container or constructed of tubular steel. Metal grab bars will be constructed of galvanized steel, have a minimum of 1" outside diameter, and be easily replaceable in the field.</p>	
<p><b>13. Stability</b></p> <p>The container shall be stable and self-balancing when in the upright position both loaded and empty. When the container is sitting on a surface, it shall sit flat on the surface. The container must be designed to withstand winds up to 50km per hour as applied from any direction when empty or loaded, lid open or closed. The container shall remain in the upright position when the lid is being</p>	

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<p>opened. Containers shall meet slope stability test requirements set forth in ANSI for front, rear and side orientations.</p>	
<p><b>14. Finish</b></p> <p>Interior and exterior surfaces shall be uniform in appearance and free of foreign substances, shrink holes, cracks, blow holes, webs and other superficial or structural defects that could adversely affect the appearance and performance of the container. The interior of the container shall be smooth. Exterior surface shall not hinder the container being picked up by a mechanical arm.</p>	
<p><b>15. Durability</b></p> <p>All parts of the container shall be usable for the warranty period of ten (10) years in the intended application including normal resistance to bottom wear and permanent deformation from loading and unloading of solid waste. It is understood that the container will be gripped by hydraulically operated equipment and will come in regular contact with asphalt, concrete and other rough surfaces.</p>	
<p><b>16. Identification</b></p> <p>All containers shall be identified with wording and/or graphics hot-stamped onto the lid and body of the containers. Markings, as required by ANSI shall be molded into each lid. The City will work with the Contractor to determine the final type and arrangement of container markings. Green lids will have "Organics Only" hot stamped on lid; Blue lids will have "Recyclables Only" hot stamped on lid; Black lids will have "Garbage Only" hot stamped on lid or as otherwise directed by the City.</p> <p>Each container shall have a six digit serial number hot stamped onto the front in white and be a minimum of 1" in height. The serial number shall be numeric. The City will work with the Contractor or determine the final</p>	

<p align="center"><b>Garbage, Recycling and Organics Container Specifications</b></p>	<p align="center"><b>PROPONENT TO SPECIFY: Make, Model, and to indicate compliance or deviations with specifications below</b></p>
<p>composition of serial numbers. Each container shall have a 'no parking' sign hot stamped in white onto the front side of the cart, under the numeric serial number.</p> <p>The City of Surrey logo will be hot stamped in white on each side of the container. Design to be approved by the City. The Contractor will supply, for approval by the City, detailed artwork for all markings, prior to start of manufacturing.</p>	
<p><b>17. RFID Tag, Container Distribution and Inventory Software.</b></p> <p>Carts shall have a non-proprietary UHF RFID microchip embedded in the handle of the container. The RFID chip will contain specific information as to the container's unique serial number and date of manufacture. The chip will comply with current Canadian telecommunications regulations. The RFID chip shall be compatible with cart inventory program software used by the City and software used by the waste collection contractor and its waste collection vehicles.</p> <p>This RFID technology is to be used for asset management. Also state method of attachment and placement in the container.</p> <p>A spreadsheet with detailed cart information must be sent for each shipment of new carts. This spreadsheet must be sent prior to the carts being shipped, and approved by the City, to ensure there is no duplication of Serial Numbers or RFID's. If carts arrive with Serial Numbers and RFID's that have not been approved by the City the supplier will be responsible for any related expenses to fix the issue.</p> <p>The cart information spreadsheet must include the following information for each load of carts:</p> <ul style="list-style-type: none"> <li>• Cart Type</li> <li>• Cart Size</li> <li>• RFID</li> <li>• Serial Number</li> <li>• Date Manufactured</li> <li>• Order Number</li> </ul>	

<p style="text-align: center;"><b>Garbage, Recycling and Organics Container Specifications</b></p>	<p style="text-align: center;"><b>PROPONENT TO SPECIFY:</b>  <b>Make, Model, and to indicate compliance or deviations with specifications below</b></p>
<p><b>18. Container Data</b></p> <p>For each container size provide the following:</p> <ul style="list-style-type: none"> <li>• Volume of container body (Litres / U.S. Gallon)</li> <li>• Height (including lid)</li> <li>• Width</li> <li>• Hip of gripping surface diameter</li> <li>• Average wall thickness of body</li> <li>• Average wall thickness of lid</li> <li>• Wheel diameter and wheel tread width</li> <li>• Steel axle diameter</li> <li>• Weight of complete container</li> <li>• Complete container resin weight</li> </ul> <p><b>Provide:</b> Complete printed manufacturer specifications, published literature, and illustrations of units proposed. The specifications shall show, at a minimum:</p> <ul style="list-style-type: none"> <li>• Manufacturing process for containers</li> <li>• Resin material type, manufacturer, and name brand</li> <li>• Detailed lid/hinge assembly description and attachment and detachment method</li> <li>• Axle assembly material, dimensions and attachment method</li> <li>• Wheel material, dimensions and attachments/ detachment method.</li> </ul>	
<p><b>19. Warranty</b></p> <p>The warranty must be for no less than ten (10) years and must specifically provide for no-charge replacement of any component parts which may fail in design, material or workmanship, for a period of 10 years after delivery to resident or City location(s). The warranty shall include, but is not limited to, the following defects and/or replacement of the defective parts:</p> <ul style="list-style-type: none"> <li>• Failure of the lid to prevent rainwater from entering the container when closed on the containers body.</li> <li>• Damage to the container body, the lid or any component part through opening or closing the lid.</li> </ul>	



<p align="center"><b>Garbage, Recycling and Organics Container Specifications</b></p>	<p align="center"><b>PROPONENT TO SPECIFY: Make, Model, and to indicate compliance or deviations with specifications below</b></p>
<ul style="list-style-type: none"> <li>• Failure of the body and lid to maintain their original shape.</li> <li>• Failure of the wheels to provide continuous, easy mobility, as originally designed.</li> <li>• Failure at attachment points for lids, hinges, wheels or other points of attachment.</li> <li>• Cracking, fading, splitting, peeling, weathering degradation and/or lowered ultraviolet resistance to aging in the course of normal operational use.</li> <li>• Failure of any specified information, identification, RFID identification, marking, graphic, numerals, dating, lettering, language or symbols on containers to be clearly legible.</li> <li>• Failure of any portion of the bottom of the container body to remain impervious to damage or wear-through after repeated contact with rough and abrasive surfaces.</li> <li>• All transportation, taxes, customs, excise, brokerage and other fees to deliver replacement containers or parts F.O.B. to the City's designated recycling depot as well as any such fees required to send defective parts back to the Contractor or manufacturer, as well as any labour associated with replacing the parts (in cases where a whole container is not being replaced).</li> <li>• All parts of the container shall be usable for the warranty period of 10 years in the intended application including resistance to bottom wear and permanent deformation from loading and unloading of solid waste. It is to be understood that the container will be gripped by hydraulically operated equipment and will come in contact with asphalt, concrete, and other rough surfaces, including stairs.</li> <li>• All containers shall remain durable in hot and cold temperature variations of this region. In addition, during the warranty period, the container and its component parts shall maintain sufficient strength, shape and appearance, and be resistant to blows, kicks and rodent penetration, such as to require no routine maintenance and in general be maintenance free.</li> </ul> <p>The Contractor shall guarantee continuous availability of</p>	

<p align="center"><b>Garbage, Recycling and Organics Container Specifications</b></p>	<p align="center"><b>PROPONENT TO SPECIFY:  Make, Model, and to indicate compliance or deviations with specifications below</b></p>
<p>a complete inventory of all replacement parts for the duration of the warranty beginning no later than the first day delivery commences. The replacement part stock requirements will be determined by the City and are subject to change.</p>	
<p><b>20. Resin Product</b></p> <p>Provide the following:</p> <ul style="list-style-type: none"> <li>• What is offered.</li> <li>• Type of resin(s) used in the container bodies and lids.</li> <li>• Weight of resin(s) used in the container body and lid only, for each container size.</li> </ul>	
<p><b>21. Legal or Administrative Settlements:</b></p> <p>The manufacturer of the cart must submit the name, contact name and telephone number for each government or agency with which it has had a legal or administrative settlement of warranty, cart failure claims or contract performance within the last ten (10) years including ongoing negotiations of settlement throughout Canada or US. Include a brief summary of the settlement or indicate if a “gag order” was imposed, and by whom it was ordered. This information must be provided on a separate page entitled “Legal or Administrative Settlements”.</p>	
<p><b>22. Annual Price Adjustment:</b></p> <p>Prices shall be fixed for the full term of the contract. Proponents shall provide a price breakdown as per Fees and Payment Schedule.</p>	
<p><b>23. Sample Carts</b></p> <p>With its Proposal, Proponents shall submit sample carts as representing the proposed carts in bid submissions at no cost to the City. Samples shall include one cart of each of the four (4) cart sizes. Samples will form a part of the Proposal evaluation. Samples should be received on or</p>	

<p align="center"><b>Garbage, Recycling and Organics Container Specifications</b></p>	<p align="center"><b>PROPONENT TO SPECIFY: Make, Model, and to indicate compliance or deviations with specifications below</b></p>
<p>prior to the Closing Date of the RFP. All samples should be marked <b>“Samples for RFP No. 1220-030-2022-021, Waste Carts Supply”</b> and must indicate the name of the Proponent. Samples for items not selected for award may be returned to the Proponent.</p> <p>Sample carts should be delivered to:</p> <p>City of Surrey Operations Centre Attention: Brittany McKinnon 6651 148 Street, Surrey, BC V3S 3C7</p>	
<p><b>24. Delivery</b></p> <p>The Contractor shall be responsible for:</p> <ul style="list-style-type: none"> <li>d. The delivery of waste collection carts to the City’s Assembly, Distribution and Cart Management facility or to a location determined by the City that will either be in or in close proximity to the City.</li> <li>e. Coordinating waste cart manufacturing and shipment schedule to accommodate the City’s requests.</li> <li>f. Unit prices shall include freight, custom duties, brokerage fees and any other delivery costs.</li> </ul>	
<p><b>25. Sustainable Purchasing</b></p> <p>The City may give preference for products that demonstrate sustainable purchasing and an overall lower environmental footprint and cost of ownership.</p>	

**SCHEDULE C-4 - PROPONENT'S TECHNICAL PROPOSAL (TIME SCHEDULE)**

The City encourages responses that demonstrate a thorough understanding of the nature of the work and what the Proponent must do to get the work done properly. To this end, Proponents should provide an estimated project schedule, with major item descriptions and time indicating a commitment to provide the Goods and perform the Services within the time specified (use the spaces provided and/or attach additional pages, if necessary).

MILESTONE DATES \_\_\_\_\_

ITEM DESCRIPTION	SCHEDULE IN									
	1	2	3	4	5	6	7	8	9	10

**SAMPLE**

## SCHEDULE C-5 - PROPONENT'S FINANCIAL PROPOSAL

Indicate the Proponent's proposed fee (excluding GST), and the basis of calculation (use the spaces provided and/or attach additional pages, if necessary) as follows (as applicable):

### Schedule of Rates:

Unit prices shall include freight, custom duties, brokerage fees and any other delivery costs.

#### Year 1

Cart Size (litres)	Estimated Annual CartQuantity (A)	Unit Price per Cart (B)	Total (A x B)
120	500	\$	\$
180	500	\$	\$
240	3,000	\$	\$
360	6,000	\$	\$
CURRENCY: Canadian		Subtotal:	\$
		GST 5%:	\$
		<b>TOTAL ESTIMATED ANNUAL PROPOSAL PRICE:</b>	<b>\$</b>

#### Year 2

Cart Size (litres)	Estimated Annual CartQuantity (A)	Unit Price per Cart (B)	Total (A x B)
120	500	\$	\$
180	500	\$	\$
240	3,000	\$	\$
360	6,000	\$	\$
CURRENCY: Canadian		Subtotal:	\$
		GST 5%:	\$
		<b>TOTAL ESTIMATED ANNUAL PROPOSAL PRICE:</b>	<b>\$</b>

**Year 3**

<b>Cart Size (litres)</b>	<b>Estimated Annual CartQuantity (A)</b>	<b>Unit Price per Cart (B)</b>	<b>Total (A x B)</b>
120	500	\$	\$
180	500	\$	\$
240	3,000	\$	\$
360	6,000	\$	\$
CURRENCY: Canadian		Subtotal:	\$
		GST 5%:	\$
		<b>TOTAL ESTIMATED ANNUAL PROPOSAL PRICE:</b>	<b>\$</b>

**Year 4**

<b>Cart Size (litres)</b>	<b>Estimated Annual CartQuantity (A)</b>	<b>Unit Price per Cart (B)</b>	<b>Total (A x B)</b>
120	500	\$	\$
180	500	\$	\$
240	3,000	\$	\$
360	6,000	\$	\$
CURRENCY: Canadian		Subtotal:	\$
		GST 5%:	\$
		<b>TOTAL ESTIMATED ANNUAL PROPOSAL PRICE:</b>	<b>\$</b>

**Year 5**

<b>Cart Size (litres)</b>	<b>Estimated Annual CartQuantity (A)</b>	<b>Unit Price per Cart (B)</b>	<b>Total (A x B)</b>
120	500	\$	\$
180	500	\$	\$
240	3,000	\$	\$
360	6,000	\$	\$
CURRENCY: Canadian		Subtotal:	\$
		GST 5%:	\$
		<b>TOTAL ESTIMATED ANNUAL PROPOSAL PRICE:</b>	<b>\$</b>

**Spare Parts:**

Unit prices shall include freight, custom duties, brokerage fees and any other delivery costs.

Item	Part Description	Unit Price per Cart (\$)
1	Lids	\$
2	Cart Body	\$
3	Hinges	\$
4	Wheels	\$
5	Axles	\$
6	Grab Bar	\$
7	RFID Tags	\$
8	Other (please list)	\$

**Payment Terms:**

A cash discount of \_\_\_\_\_% will be allowed if account is paid within \_\_\_\_\_ days, or the \_\_\_\_\_ day of the month following, or net 30 days, on a best effort basis.