

# **REQUEST FOR QUOTATIONS**

Title: Supply and Delivery of Trees 2018

**Reference No.**: 1220-040-2018-051

FOR THE SUPPLY OF GOODS

(General Services)

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ATTACHMENT No. 1 – QUOTATION AGREEMENT - GOODS SCHEDULE A – SPECIFICATION OF GOODS SCHEDULE B – QUOTATION

## **REQUEST FOR QUOTATIONS**

#### 1. INTRODUCTION

The City of Surrey (the "City") invites contractors to provide a quotation on the form attached as Schedule B to Attachment 1 (the "Quotation") for the supply of the goods described in Schedule A to Attachment 1 (the "Goods"). The description of the Goods sets out the minimum requirements of the City. A person that submits a Quotation (the "Contractor") should prepare a Quotation that meets the minimum requirements, and may as it may choose, in addition, also include goods, or terms that exceed the minimum requirements.

#### 2. ADDRESS FOR DELIVERY

A Quotation should be labelled with the Contractor's name, RFQ title and number. A Quotation should be submitted in the form attached to this RFQ as Schedule B – Form of Quotation.

The Contractor may submit a Quotation either by email or in a hard copy, as follows:

#### (a) Email

If the Contractor chooses to submit by email, the Contractor should submit the Quotation electronically in a single pdf file which must be delivered to the City by email at: purchasing@surrey.ca.

PDF emailed Quotations are preferred and the City will confirm receipt of emails. Note that the maximum file size the City can receive is 10Mb. If sending large email attachments, Contractors should phone to confirm receipt. A Contractor bears all risk that the City's equipment functions properly so that the City receives the Quotation.

#### (b) Hard Copy

If the Contractor chooses NOT to submit by email, the Contractor should submit one (1) original unbound Quotation and one (1) copy (two (2) in total) which should be delivered to the City at the office of:

Name:	Richard D. Oppelt
	Purchasing Manager
	at the following location:
Address:	Surrey City Hall
	Finance & Technology Department – Purchasing Section
	Reception Counter 5 <sup>th</sup> Floor West
	13450 – 104 <sup>th</sup> Avenue,
	Surrey, B.C., V3T1V8, Canada

## 3. DATE

The City would prefer to receive Quotations on or before **June 26, 2018**. The City's office hours are 8:30 a.m. to 4:00 p.m., Monday to Friday, except statutory holidays.

#### 4. INQUIRIES

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

Name:	Richard D. Oppelt, Purchasing Manager
Email:	purchasing@surrey.ca

Reference: 1220-040-2018-051

#### 5. ADDENDA

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

#### 6. NO CONTRACT

This RFQ is simply an invitation for quotations (including prices and terms) for the convenience of all parties. It is not a tender and no obligations of any kind will arise from this RFQ or the submission of Quotations. The City may negotiate changes to any terms of a Quotation, including terms in Attachment 1 and Schedules A and B and including prices, and may negotiate with one or more Contractors or may at any time invite or permit the submission of quotations (including prices and terms) from other parties who have not submitted Quotations.

#### 7. ACCEPTANCE

A Quotation will be an offer to the City which the City may accept at any time by signing the copy of the Quotation and delivering it to the Contractor. A Quotation is not accepted by the City unless and until both the authorized signatory of the Contractor and the authorized signatory of the City have signed. Delivery of the signed Agreement by the City may be by fax, pdf e-mail or hard copy. In that event, the contract will be comprised of the documents included in the definition of Agreement in Attachment No. 1 -Quotation Agreement – Goods.

#### 8. CONTRACTOR'S EXPENSES

Contractors are solely responsible for their own expenses in preparing and submitting Quotations, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from the RFQ. The City will not be

liable to any Contractor for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, incurred by the Contractor in preparing and submitting a Quotation, or participating in negotiations for a contract, or other activity related to or arising out of this RFQ.

#### 9. CONTRACTOR'S QUALIFICATIONS

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

## 10. CONFLICT OF INTEREST

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

## 11. SOLICITATION OF COUNCIL MEMBERS AND CITY STAFF

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

## 12. CONFIDENTIALITY

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

#### 13. SIGNATURE

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

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

(c) If the Contractor is an individual, including a sole proprietorship, the name of the individual should be included.

## 14. MULTIPLE CONTRACTORS

The City reserves the right and discretion to divide up the Goods and to select one or more Contractors to enter into discussions with the City for one or more Purchase Orders. If the City exercises its discretion to divide up the Goods, the City will do so reasonably having regard for the RFQ and the basis of Quotations.

## -END OF PAGE-

## Attachment No. 1 – DRAFT QUOTATION AGREEMENT – GOODS

Reference RFQ Title: Supply and Delivery of Trees 2018

RFQ No.: 1220-040-2018-051

**BETWEEN**:

CITY OF SURREY 13450 - 104 Avenue

Surrey BC V3T 1V8

(the "City")

AND:

(the "Contractor")

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

**THEREFORE** in consideration of the 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 is hereby acknowledged) the City and the Contractor agree as follows:

#### **DEFINITIONS AND INTERPRETATION**

- 1. In these General Terms and Conditions:
  - (a) "Agreement" means this agreement and all schedules attached hereto;
  - (b) "City" means the City of Surrey;
  - (c) "Contractor" means a contractor whose Quotation has been accepted by the City and who is supplying the Goods under this Agreement;
  - (d) "Goods" means the equipment or materials that are the subject of this Agreement;
  - (e) "Purchase Price" means the price quoted by the Contractor and accepted by the City, unless otherwise agreed by the parties in writing, and includes all taxes, duties, freight charges and other charges except GST; and
  - (f) "RFQ" means the Request for Quotations.
- 2. This Agreement may be modified only by express and specific written agreement. In the event of a conflict between the provisions of any documents listed below, then the documents shall govern and take precedence in the following order:
  - (a) this Agreement;
  - (b) the RFQ;
  - (c) the Quotation; and
  - (d) other terms, if any, that are agreed to by the parties in writing.

3. The following attached Schedules are a part of this Agreement:

Schedule A – Specifications of Goods; and Schedule B – Quotation.

## GOODS

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

## PURCHASE PRICE

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

## PAYMENT

- 8. Invoices should include the Contractor's name, address and telephone number, the City's purchase order number, the Contractor's invoice number, the Contractor's GST registration number or an indication that it is not applicable if the Contractor is a small trader, the quantity, tax (if any) and the complete Purchase Price calculations, including extensions and discounts.
- 9. The City will pay the invoice, in the amount as the City determines is correct less any deductions for setoffs or holdbacks permitted by this Agreement including, without limitation, those described in Sections 11, 12 and 13, within 30 days of the receipt of the invoice, unless the parties have agreed in writing to other payment terms. The payment by the City of any invoice will not bind the City with respect to any subsequent payment or final payment and will not mean that the City has accepted that the Goods are in accordance with the requirements of this Agreement, or that the Contractor is in any manner released from its obligation to comply with this Agreement.
- 10. Unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of Canada.

Please send your hard copy invoices by mail to:

Name:	
Address:	

## DEFICIENCIES

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

## **DEFAULT AND TERMINATION**

- 13. In the event the Contractor does not ship the Goods by the shipping date specified in this Agreement, or does not deliver the Goods by the delivery date specified in this Agreement, or otherwise fails to comply with the requirements of this Agreement, then:
  - (a) the City reserves the right to terminate this Agreement, in whole or in part, and in the event of such termination no payment will be owing by the City on account of this Agreement and the Contractor will be liable for any and all expenses or loss resulting from such failure or delay and will return all monies paid by the City; or
  - (b) if the City does not terminate this Agreement for late shipping or delivery, the City may deduct and setoff from any payments owing to the Contractor all additional costs the City reasonably incurs on account of the late shipping or delivery.
- 14. The City may by written notice at any time cancel this Agreement with respect to Goods which, as of the date of cancellation, have not been shipped.
- 15. If the Contractor becomes insolvent or makes an assignment for the benefit of creditors or a receiver or trustee is appointed for the property of the Contractor, then the City may, at its election, and without prejudice to its rights at law or in equity, terminate this Agreement.

16. The City will not accept nor be responsible for any restocking charges for any Goods shipped to the City and then, for whatever reason, returned to the Contractor pursuant to this Agreement. The Contractor is to bear all costs including shipping and handling of returned Goods.

#### WARRANTIES AND INDEMNITIES

- 17. The Contractor warrants that the Goods shall be free from defects in design, materials, workmanship and title, shall conform in all respects to the terms of this Agreement, shall be fit and suitable and perform satisfactorily for the purposes and under the conditions made known to the Contractor by the City or which were reasonably inferable. The Goods shall be at least equal to the higher of national standards or codes (such as, by way of illustration, CSA or ASTM), or standards and codes customarily applicable at the place where the City will use the Goods. The Goods shall be of the best quality, if no quality is specified. This general warranty is independent of and without prejudice to any specific warranty or service guarantee offered by the Contractor or third party manufacturer or supplier of the Goods in connection with the purpose for which the Goods were purchased. The Contractor shall assign to the City any warranty or service guarantee offered by a third party manufacturer or supplier of the Goods. Notwithstanding this assignment, if at any time up to one year from the date of delivery or installation (if applicable) the City determines the Goods or any part do not conform to these warranties, the City shall notify the Contractor within a reasonable time after such discovery, and the Contractor shall then promptly correct such nonconformity at the Contractor's expense. Goods used to correct a nonconformity shall be similarly warranted for one year from the date of installation. The Contractor's liability shall extend to all liabilities, losses, damages, claims and expenses incurred by the City caused by any breach of any of the above warranties.
- 18. The Contractor warrants and guarantees that Goods delivered under this Agreement do not infringe any valid patent, copyright or trademark, foreign or domestic, owned or controlled by any other corporation, firm or person, and agrees to indemnify and save harmless the City and all of its elected and appointed officials, officers, employees, servants, representatives and agents (collectively the "Indemnitees"), from and against any and all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) by reason of any claim, action or litigation arising out of any alleged or actual infringement of any patent, copyright or trademark, foreign or domestic, relating to the Goods supplied under this Agreement.
- 19. The Contractor represents and warrants that all Goods delivered under this Agreement shall comply with all applicable codes, statutes, by-laws, rules and regulations, or any federal, provincial, municipal or other competent authority for the time being in force, including any environmental laws and that the Goods are not dangerous to the environment or to person or health.

20. The Contractor will indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities expenses and judgments (including all actual legal costs) for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons which any of the Indemnitees incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Contractor of any obligation of this Agreement, or any wrongful or negligent act or omission of the Contactor or any employee or agent of the Contractor.

#### **CUSTOMS**

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

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

## **INSPECTIONS**

22. If this Agreement pertains to the fabrication, assembly or other processing of the Goods, representatives of the City shall be permitted free access at all reasonable times for the purpose of inspection, testing or obtaining information as to the progress of the fabrication, assembly or processing.

#### SAFETY

23. If this Agreement includes any inspection, installation or other work on the City's premises by the Contractor, or representative or sub-contractor of the Contractor, all such activity shall be performed and undertaken in strict compliance with all applicable health and safety laws and regulations, including, without limitation, the Workers Compensation Act, the Occupational Health & Safety Regulation and the Hazardous Products Act, and also in strict compliance with any published and issued by the City for use at the City's premises. The Contractor shall provide the City with the Contractor's Workers Compensation Board registration number and a letter from the Workers Compensation Board confirming the 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 obligation to pay monies under this Agreement.

#### WHMIS/MSDS

24. The Contractor covenants and agrees to comply with all the Workers Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information Systems (WHMIS)" Regulations. All "Material Safety Data Sheets (MSDS)" will be shipped along with the Goods and any future MSDS updates will be forwarded.

#### SHOP DRAWINGS

25. The City may require that shop drawings be submitted by the Contractor for review prior to the delivery of the Goods. The City may require that a qualified registered professional engineer stamp and approve a shop drawing prior to submission. Any review of shop drawings by the City will not relieve the Contractor from its obligation to deliver Goods in full compliance with all requirements of this Agreement.

#### WAIVER

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

#### APPLICABLE LAW

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

## NOTICES

- 28. 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 expressly provided for, and will be deemed to be validly given to and received by the addressee:
  - (a) by hand, on delivery;
  - (b) by facsimile, on transmission; or
  - (c) by mail, five calendar days after posting.

The addresses for delivery will be as follows:

- (a) The City:
  - Attention:
- (b) The Contractor: Attention:

## **MERGER AND SURVIVAL**

29. The representations, agreements, covenants and obligations set out in this Agreement shall survive the delivery of the Goods and payment of the Purchase Price.

## **ENTIRE AGREEMENT**

- 30. This Agreement, including any other documents expressly included by reference in this Agreement, contains the entire agreement of the parties regarding the provision of the Goods, and no understandings or agreements, oral or otherwise, exist between the parties except as expressly set out in this Agreement. This Agreement supersedes and cancels all previous agreements between the parties relating to the Goods.
- 31. In the event that the Contractor issues an invoice, packing slip, sales receipt, or any like document to the City, the City accepts the document on the express condition that any terms and conditions in it which constitute terms and conditions which are in addition to or which establish conflicting terms and conditions to those set out in this Agreement are expressly rejected by the City.

## SIGNATURE

32. 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 transmission or as a pdf file.

- END OF PAGE -

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

This Quotation Agreement is executed by the Contractor this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

## CONTRACTOR

I/We have the authority to bind the Contractor.

(Legal Name of Contractor)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

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

This Quotation Agreement is executed by the City of Surrey this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

#### CITY OF SURREY

by its authorized signatory:

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

## SCHEDULE A – SPECIFICATION OF GOODS

All plant material must be grown, packaged, and graded according to "British Columbia Nursery Trades Association" specifications. Any material not conforming to these specifications shall be returned at the Contractor's expense. Likewise, any material having perennial weeds or grasses in the root zone shall not be accepted.

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

Any material, as determined by the City, which is determined to be unsuitable, shall be removed at the Contractor's expense within five (5) business days after notification.

## **Quality Control**

All trees may be inspected and hand selected by the City at the nursery supplying the trees before the trees are dug. All nursery stock certificates, registration or certification tags, etc. shall be supplied to the City by the Contractor when trees are shipped to the City's designated tree planting service provider. The City has the right to choose stock or reject stock in order to meet the standards in this specification.

Trees shall have a habit of growth that is normal for the species and shall be sound, healthy, vigorous and free from insects, pests, diseases, injuries, and structural defects and acclimatized to withstand outside temperatures without sustaining damage. Trees shall be heavily branched and leafed. Tree trunks and central main leaders shall be straight, smooth (within the character of the species), and free of fresh pruning cuts and planting scars or shipping damage.

All trees of excurrent genera to have single leaders (no trees with co-dominant stems permitted).

#### **Container Grown trees**

All container grown trees shall be well rooted and established in the container in which they are delivered. Soils in the container shall not contain disproportionate amounts of porous, excessively draining materials and shall have been well blended so that there is no concentration of any one material. The trees shall have been grown only in a container and shall have sufficient fibrous roots to hold the soil together when the tree is removed from the container. Root-bound trees will not be accepted. Trees shall not have roots circling the trunk or have a canopy system too large for the size of container. Inspection of roots will be done at delivery site if not done at nursery. Deficiencies as listed above will be grounds for rejection.

No pruning of the scaffold branches or leader should be undertaken prior to delivery. Only broken branches should be pruned.

Quotation should indicate where stock would be available for viewing currently. Trees brought in from outside of the Lower Mainland <u>may</u> be considered when no other sources are available locally.

Movement of the trees shall comply with the regulations of all applicable federal, provincial and local regulations, and all required inspection certificates shall accompany each shipment and shall be filed with the City.

#### Alternates and/or Variations to Specifications

Except where stated otherwise herein, the specifications describe what is considered necessary to meet the performance requirements of the City and Contractors should bid in accordance with such specifications, or, if the Contractor cannot meet specifications, the Contractor may offer an alternative which they believe to be the equivalent.

Contractors to clearly indicate any variances from the City's specifications or conditions in their Quotation.

The City is not obligated to accept any alternatives.

The City will determine what constitutes an allowable variation.

#### **Guarantee Period**

All trees to be warranted for a minimum period of twelve (12) months from the invoice date, and shall be alive and in satisfactory growth for each specific kind of tree, as determined by the City. Any tree, prior to the one-year period, showing signs of no growth, shall be replaced at the next available planting season (Spring or Fall) upon notification from the City.

The guarantee does not include vandalism, storm damage, animal damage, improper planting, abnormal weather conditions, or mechanical damage unrelated to nursery practices; nor does it include defects resulting from lack of adequate maintenance, neglect, or abuse by the City. Replacement plant material is subject to all requirements stated herein, and cost of replacement plant material shall be the responsibility of the Contractor.

#### Availability

The City understands that availability of each tree species may be limited by demand from other contracts. In the event a particular species sells out, the City will work with the Contractor(s) on choosing alternative species that are available or may choose to work with an alternative contractor for obtaining specific species of trees. Should the City and the Contractor agree upon alternative species when the original species is unavailable, those alternative trees will be paid at the same cost as the tree they are replacing.

#### **Additional Requirements**

The City reserves the right to add or delete items listed herein *(refer to Schedule B-1)* following award of any contract(s) or purchase order(s) resulting from this RFQ. The unit prices stated by the Contractor shall apply.

## Delivery

Contractors will be required to deliver quantities as so ordered. The City will work with the Contractor(s) on delivery dates. Full delivery is required by December 1, 2018. All deliveries will be co-ordinated through the City's Parks Division.

All trees must be transported in enclosed trucks or fully tarped.

The Contractor shall protect trees during delivery to prevent damage to the root ball, trunk, and branches and desiccation of leaves. Trees shall be protected during transport by tying in the branches and covering the entire tree with tarps. Trees shall be thoroughly protected from chain marks, girdling or other damage, any of which will render a tree unacceptable. All plants shall be handled by the root ball or container only.

All trees are to be delivered to one of the following locations (the City will advise exact delivery location when order is placed):

1. Table 1 – Street Trees deliver to:

Modern Grounds Maintenance Ltd.,  $9702 - 216^{th}$  Street, Langley, BC V1M 3J2, F.O.B. destination, freight prepaid (all freight costs and off-loading at destination is to be included in the Quotation prices).

2. Table 2 – New Park Trees and Table 3 – Replacement Park Trees deliver to:

Lee's Trees,  $6439 - 216^{th}$  Street, Langley, BC. F.O.B. destination, freight prepaid (all freight costs and off-loading at destination is to be included in the Quotation prices).

A numbered delivery ticket containing the following information must accompany all truck deliveries:

- **Contractor's name;**
- **Quantity and Description of Plant Materials;**
- Date of Shipment;
- Purchase Order Number; and,
- Signature of Contractor or Surrey employee receiving materials.

Payment will not be made on any delivery ticket (packing slip) not bearing the above information.

Trees subjected to injury, damage or other conditions unfavourable to plant recovery and growth will be rejected by the City.



## SCHEDULE B - FORM OF QUOTATION

RFQ Title: Supply and Delivery of Trees 2018

RFQ No: 1220-040-2018-051

## CONTRACTOR

Legal Name:	
Contact Person and Title:	
Business Address:	
Business Telephone:	
Business Fax:	
Business E-Mail Address:	

## **CITY OF SURREY**

TO:

City Representative: Richard D. Oppelt, Purchasing Manager

- Address: Surrey City Hall Finance & Technology Department – Purchasing Section Reception Counter, 5<sup>th</sup> Floor West 13450 – 104<sup>th</sup> Avenue, Surrey, B.C., V3T 1V8
- Telephone:604-590-7274Email:purchasing@surrey.ca

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

## Refer to Schedule B-1 – Schedule of Quantities and Prices. PRICES WILL REMAIN FIRM FOR A PERIOD OF 12 MONTHS.

- 2. The City reserves the right to add or delete quantities of trees stated or to order other trees not stated from any other Contractor for purposes that are in the best interest of and provide the best value for the City.
- 3. I/We have reviewed the RFQ Attachment 1, Schedule A Specifications of Goods and if requested by the City, I/we would be prepared to meet those requirements, amended by the following departures and additions (list, if any):

## Requested Departure(s) / Alternative(s) / Addition(s)

The City is not obligated to accept any alternatives. The City will determine what constitutes acceptable deviations and overall best value.

- 4. If this Quotation is accepted by the City, a contract will be created as described in:
  - (a) the Agreement;
  - (b) the RFQ; and
  - (c) other terms, if any, that are agreed to by the parties in writing.
- 5. Capitalized terms used and not defined in this Quotation will have the meanings given to them in the RFQ. Except as specifically modified by this Quotation, all terms, conditions, representations, warranties and covenants as set out in the RFQ will remain in full force and effect.
- 6. I/We have reviewed the RFQ Attachment 1 Draft Quotation Agreement. If requested by the City, I/we would be prepared to enter into that Agreement, amended by the following departures (list, if any):

Section

Requested Departure(s) / Alternative(s)

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

This Quotation is offered by the Contractor this	day of, 201
CONTRACTOR	
I/We have the authority to bind the Contracto	Dr
(Legal Name of Contractor)	
(Signature of Authorized Signatory)	(Signature of Authorized Signatory)
(Print Name and Position of Authorized Signatory)	(Print Name and Position of Authorized Signatory)
This Quotation is accepted by the City this	_ day of, 201
(Signature of Authorized Signatory)	(Signature of Purchasing Representative
(Print Name and Position of Authorized Signatory)	(Print Name of Purchasing Representative)
(Signature of Authorized Signatory)	
(Print Name and Position of Authorized Signatory)	

#### SCHEDULE B-1 - SCHEDULE OF QUANTITIES AND PRICES

#### 1. PRICES FOR TREES

Table 1 – Street Trees deliver to Modern Grounds Maintenance Ltd., 9702 – 216th Street, Langley, BC V1M 3J2, F.O.B. destination, freight prepaid (all freight costs and off-loading at destination is to be included in the Quotation prices).

Table 2 – New Park Trees and Table 3 – Replacement Park Trees deliver to Lee's Trees, 6439 – 216th Street, Langley, BC. F.O.B. destination, freight prepaid (all freight costs and off-loading at destination is to be included in the Quotation prices).

Table 1	Street tree list 2018			COST PER TREE (	\$)
CODE	ANTICIPATED QUANTITY	SPECIES/CULTIVAR	Tree size 5cm caliper deciduous	Tree size 6cm caliper deciduous	Tree size 2 metre Height Evergreen
A1	50	Acer griseum			
A2	20	Acer cappadocicum 'Rubrum'			
A3	30	Acer platanoides 'Deborah'			
A4	30	Acer platanoides 'Fairview'			
A5	20	Acer platanoides 'Royal Red'			
<b>A6</b>	20	Acer x freemanii 'Autumn Blaze'			
A7	40	Acer truncatum 'Pacific Sunset'			
<b>A8</b>	40	Acer truncatum 'Norwegian Sunset'			
A9	50	Aesculus x carnea 'Fort McNair'			
A10	40	Carpinus betulus			
A11	30	Carpinus betulus 'Emerald Avenue'			
A12	40	Carpinus betulus 'Globosa'			
A13	50	Carpinus japonica			
A14	50	Cercidiphyllum japonicum			

Table 1	Street tree list 2018			COST PER TREE (	\$)
CODE	ANTICIPATED QUANTITY	SPECIES/CULTIVAR	Tree size 5cm caliper deciduous	Tree size 6cm caliper deciduous	Tree size 2 metre Height Evergreen
A15	50	Cercidiphyllum japonicum 'Red Fox'			
A16	20	Cercis canadensis			
A17	60	Cladrastis 'kentukea'			
A18	50	Cornus kousa x nuttallii 'Starlight'			
A19	20	Cornus kousa 'Satomi'			
A20	50	Crataegus x lavallei			
A21	30	Davidia involucrata			
A22	30	Eucommia ulmoides			
A23	30	Fagus sylvatica			
A24	20	Fagus sylvatica 'Dawyck Purple'			
A25	20	Fagus sylvatica 'Dawyck Gold'			
A26	70	Fraxinus americana 'Autumn Applause'			
A27	50	Fraxinus americana 'Autumn Purple'			
A28	50	Fraxinus pennsylvanica 'Patmore'			
A29	50	Fraxinus pennsylvanica 'Marshall'			
A30	60	Fraxinus pennsylvanica 'Cimmaron'			
A31	50	Fraxinus pennsylvatica 'Prairie Spire'			
A32	40	Fraxinus ornus 'Urban Bouquet'			
A33	70	Fraxinus ornus 'Airy Peters'			
A34	30	Ginko biloba 'Princeton Sentry'			
A35	60	Gleditsia tricanthos 'Halka'			

Table 1	Street tree list 2018			COST PER TREE (	\$)
CODE	ANTICIPATED QUANTITY	SPECIES/CULTIVAR	Tree size 5cm caliper deciduous	Tree size 6cm caliper deciduous	Tree size 2 metre Height Evergreen
A36	50	Gleditsia triacanthos 'Draves' Streetkeeper			
A37	50	Gymnocladus dioicus 'Espresso'			
A38	40	Magnolia kobus			
A39	40	Metasequoia glyptostoboides 'Gold Rush'			
A40	60	Nyssa sylvatica 'Red Rage'			
A41	50	Nyssa sylvatica 'Fire starter'			
A42	60	Parrotia persica 'Inges Ruby Vase'			
A43	60	Parrotia persica 'Vanessa'			
A44	25	Phyllodendron amurense			
A45	40	Pinus nigra Select Green			
A46	30	Pinus flexilis 'Vanderwolf's Pyramid' 2 metre			
A47	40	Quercus franetto 'Forest Green'			
A48	50	Quercus coccinea			
A49	30	Quercus macrocarpa 'Cobblestone'			
A50	40	Quercus bicolor			
A51	30	Quercus palustris 'Green Pillar'			
A52	40	Quercus phellos			
A53	30	Quercus x warei 'Regal Prince'			
A54	30	Quercus acutissima			
A55	40	Styrax japonicus 'Snowcone'			
A56	30	Taxodium distichum 'Shawn Brave'			

Table 1	Street tree list 2018			COST PER TREE (	\$)
CODE	ANTICIPATED QUANTITY	SPECIES/CULTIVAR	Tree size 5cm caliper deciduous	Tree size 6cm caliper deciduous	Tree size 2 metre Height Evergreen
A57	60	Ulmas americana 'Brandon'			
A58	90	Ulmas davidiana 'Discovery'			
A59	80	Zelcova serrata Green Vase			

# Sales Taxes: GST/PST is extra.

Table 2 -	New Park list 20	018	COST P	ER TREE (\$)
			Tree size	Tree size
CODE	ANTICIPATED QUANTITY	SPECIES/CULTIVAR	6cm caliper deciduous	2 metre Height Evergreen **
NP1	2	Acer plat Royal red		
NP2	9	Acer trunc. Pacific sunset		
NP3	3	Acer rubrum Armstrong		
NP4	45	Aesculus x carnea 'Fort McNair'		
NP5	5	Carpinus betulus 'globosa'		
NP6	12	Cornus mas Goldern Glory		
NP7	3	Crataegus lavallei		
NP8	2	Fagus sylvatica		
NP9	1	Fraxinus amer. Autumn Purple		
NP10	3	Fraxinus pennsylvanica Patmore		
NP11	4	Gleditsia tricanthos Halka		
NP12	18	Maackia amurensis 'MaacNificent'		
NP13	3	Metasequoia glyptostroboides 2m		
NP14	7	Populus tremuloides 'Erecta'		
NP15	9	Pinus nigra Select green 2m		
NP16	12	Pinus flexilis vanderwolfs pyramid		

Table 2 - New Park list 2018			COST PER TREE (\$)		
			Tree size	Tree size	
CODE	ANTICIPATED QUANTITY SPE	SPECIES/CULTIVAR	6cm caliper deciduous	2 metre Height Evergreen **	
NP17	3	Prunus serrilata 'Kwanzan'			
NP18	14	Quercus palustris 'Green pillar'			
NP19	11	Quercus Macrocarpa 'Cobblestone'			
NP20	14	Quercus coccina			
NP21	6	Quercus rubra			
NP22	17	Quercus phellos			
NP23	18	Quercus palustris 'Green pillar'			
NP24	18	Salix babilonica			
NP25	1	Sequoiadendron giganteum 2m			
NP26	1	Sequoia sempervirens 2m			
NP27	43	Ulmas Brandon			
NP28	10	Zelcova serrata Green Vase			
Total	294	-			

# Sales Taxes: GST/PST is extra.

Table 3 -	Replacement park list 2018		COST PER TREE (\$)	
CODE	ANTICIPATED QUANTITY	SPECIES/CULTIVAR	Tree size 6cm caliper deciduous	Tree size 2 metre Height Evergreen **
PR1	1	Abies concolor		
PR2	1	Abies grandis		
PR3	2	Acer cappadocicum Rubrum		
PR4	1	Acer circinatum		
PR5	1	Acer platanoides Crimson King		
PR6	4	Acer platanoides Emerald Queen		
PR7	1	Acer platanoides Fairview		
PR8	11	Acer platanoides Deborah		

Table 3 -	Replacement park list 2018		COST PER TREE (\$)	
CODE	ANTICIPATED QUANTITY	SPECIES/CULTIVAR	Tree size	Tree size
			6cm caliper deciduous	2 metre Height Evergreen **
PR9	5	Acer rubrum Red Sunset		
PR10	1	Acer rubrum Autumn Blaze		
PR11	1	Acer truncatum Pacific Blaze		
PR12	2	Aesculus x carnea Briotii		
PR13	1	Calocedrus decurrens		
PR14	1	Carpinus betulus Emerald Queen		
PR15	2	Cedrus deodara		
PR16	1	Cercis canadensis Forest Pansy		
PR17	3	Chamaecyparis obtusa Gracilis		
PR18	3	Cladrastis kentukea		
PR19	13	Cornus kousa x nutalii Starlight		
PR20	4	Crataegus x lavallei		
PR21	1	Eucommia ulmoides		
PR22	5	Fagus sylvatica Dawyck Gold		
PR23	1	Fagus sylvatica Dawyck Purple		
PR24	2	Fagus sylvatica Purple fountain		
PR25	2	Fagus sylvatica		
PR26	1	Fraxinus americana Autumn Applause		
PR27	2	Fraxinus ornus Airy Peters		
PR28	2	Ginkgo biloba Princeton Sentry		
PR29	7	Gleditsia triacanthos Draves		
PR30	3	Gleditsia triacanthos Halka		

Table 3 -	Replacement park list 2018		COST PER TREE (\$)	
CODE	ANTICIPATED QUANTITY	SPECIES/CULTIVAR	Tree size	Tree size
			6cm caliper deciduous	2 metre Height Evergreen **
PR31	3	Gymnocladus diocus Espresso		
PR32	6	Liquidambar stryraciflua Worpelston		
PR33	1	Liriodendron tulipifera		
PR34	3	Magnolia kobus		
PR35	5	Metasequoia glyptostroboides		
PR36	3	Nyssa sylvatica After Burner		
PR37	2	Nyssa sylvatica Red Rage		
PR38	2	Nyssa sylvatica		
PR39	2	Parrotia persica		
PR40	1	Phellodendron amurense		
PR41	2	Picea glauca		
PR42	1	Picea omorika Burns		
PR43	4	Pinus flexilis Vanderwolf's Pyramid		
PR44	27	Pinus nigra Select Green		
PR45	2	Pinus parvifora		
PR46	5	Prunus x yedoensis Akebono		
PR47	11	Pseudotsuga menziesii		
PR48	6	Quercus coccinea		
PR49	10	Quercus frainetto Forest Green		
PR50	4	Quercus palustris Green Pillar		
PR51	1	Quercus palustris		
PR52	3	Quercus robur		

Table 3 -	Replacement park list 2018		COST PER TREE (\$)	
CODE	ANTICIPATED QUANTITY	SPECIES/CULTIVAR	Tree size	Tree size
			6cm caliper deciduous	2 metre Height Evergreen **
PR53	1	Quercus rubra		
PR54	5	Salix babylonica		
PR55	2	Sequoiadendron gigantium		
PR56	17	Taxodium distchum Shawnee Brave		
PR57	7	Thuja plicata		
PR58	8	Ulmus davidiana Discovery		
PR59	6	Zelcova serrata Green Vase		

## Sales Taxes: GST/PST is extra.

#### 2. PAYMENT TERMS:

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

#### 3. LOCATION FOR VIEWING:

Indicate where stock is currently available for viewing for all trees quoted: