



## **REQUEST FOR QUOTATIONS**

**Title:** SUPPLY AND DELIVERY OF KRAFT PAPER YARD WASTE BAGS  
**Reference No.:** 1220-040-2020-052

**FOR THE SUPPLY OF GOODS**

(General Services)  
Issue Date: July 23, 2020

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## REQUEST FOR QUOTATIONS

### 1. INTRODUCTION

The City of Surrey (the "City") invites contractors to provide a quotation on the form attached as Schedule 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

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](mailto:purchasing@surrey.ca)

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 [604-590-7274] to confirm receipt. A Contractor bears all risk that the City's computer equipment functions properly so that the City receives the Quotation.

### 3. DATE

The City would prefer to receive Quotations on or before August 13, 2020 (the "Date").

### 4. INQUIRIES

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

Name: Richard D. Oppelt, Manager, Procurement Services

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

Reference: 1220-040-2020-052

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

### 5. ADDENDA

If the City determines that an amendment is required to this RFQ, the City Representative will issue a written addendum by posting it on the BC Bid Website at [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca) (the "BC Bid Website") and the City Website at [www.surrey.ca](http://www.surrey.ca) (the "City Website") that will form part of this RFQ. It is the responsibility of Contractors to check the BC Bid Website and the City Website for addenda. The only way this RFQ may be added to, or amended in any way, is by a formal written addendum. No other communication, whether written or oral, from any person will affect or modify the terms of this RFQ or may be relied upon by

any Contractor. By delivery of a Quotation, 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 or a request for proposals 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 negotiation of amendments to Contractors' prices in Schedule B to a Quotation, 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. This RFQ does not commit the City in any way to select a Contractor or to proceed to negotiations for a contract, or to award any contract, and the City reserves the complete right to at any time reject all Quotations and to terminate this RFQ process.

**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, CITY STAFF AND CITY CONSULTANTS**

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

## **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. EQUIVALENTS, SUBSTITUTIONS, ALTERNATIVES**

Unless otherwise expressly stated, if and wherever the specifications set out in Schedule A Specification of Goods to Attachment 1 – Agreement Goods, use a brand name of a manufacturer, make, trade name, or catalogue designation in specifying an item, it does not restrict Contractors to the identified manufacturer, make, trade name, or catalogue designation. The usage of such identification is simply to indicate the character, quality and/or performance equivalence of the commodity identified.

Prior to the Date, a Contractor may request, pursuant to Section 4 the City to approve a commodity(ies) (each, an "Equivalency") to be included in a Quotation in substitution for a commodity(ies), indicated in Schedule A Specification of Goods to Attachment 1 –

Agreement Goods, on the basis that the substitution of the same or better character, quality and/or performance as the commodity(ies) indicated in Schedule A Specification of Goods to Attachment 1 – Agreement Goods, such that that the proposed Equivalency will serve the purpose for which it is intended to be used equally as well. Applications for an Equivalency should be in writing delivered to the City Representative, accompanied by appropriate supporting information, data, specifications and documentation. The City may request any additional supporting information, data, specifications and documentation it considers necessary to make a decision with respect to the application. If the City decides in its sole discretion to accept an Equivalency, then the City will provide written confirmation of such acceptance to the Contractor, without notification to other Contractors (subject to the City's discretion under Section 4). The City is not obligated to review or accept any application for an Equivalency. Without limiting the City's discretion as set out in this Section 14, the City may specifically refuse to approve an application for an Equivalency with which there may be an associated increase to a Quotation Price or a delay to the supply and delivery of the Goods.

The Contractor should clearly identify in its Quotation any Equivalencies approved by the City under this Section 14.

If the Contractor does not in its Quotation indicate any Equivalencies, the Contractor will be deemed to accept the commodity(ies) described in Schedule A Specification of Goods to Attachment 1 – Agreement Goods.

## **15. MULTIPLE CONTRACTORS**

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 Contractors 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 RFQ and the basis of Quotations.

In addition to any other provision of this RFQ, Quotations 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 Contractors.

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

**Reference RFQ Title: Supply and Delivery of Kraft Paper Yard Waste Bags**

**RFQ No.: 1220-040-2020-052**

**THIS AGREEMENT** dated for reference this \_\_\_\_ day of \_\_\_\_\_, 2020.

BETWEEN:

**CITY OF SURREY**  
13450 - 104 Avenue  
Surrey B.C. 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; and
  - (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 PST.
  
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) Schedule B – Quotation Extracts;

- (c) Schedule A – Specifications of Goods of the Request for Quotations ("RFQ"); 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 Extracts.

## **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 – Specification of Goods 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.

## **TERM**

7. The Contractor will provide the Goods for the period commencing on September 1, 2020 (Start Date) and terminating on August 31, 2021 (End Date) (the "Term").
8. The City may at any time prior to 90 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 – one-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.

## **TIME**

9. Time is of the essence.

## **PAYMENT**

10. 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 amount (if any) and the complete Purchase Price calculations, including extensions and discounts.

11. 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 this Agreement, 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.
12. Unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of Canada.
13. Payments to Contractors will be made through Electronic Funds Transfer (EFT), directly into the Contractor's bank account. An EFT application form will be provided to the Contractor for completion.

#### **DEFICIENCIES**

14. 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.
15. 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**

16. 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.
17. 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.
18. 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.
19. 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**

20. 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.
21. 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.

22. 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.
23. The Contractor will indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities expenses and judgments (including all actual legal costs) for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons which any of the Indemnitees incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Contractor of any obligation of this Agreement, or any wrongful or negligent act or omission of the Contractor or any employee or agent of the Contractor.

#### **CUSTOMS**

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

“Upon arrival, please contact customs broker:  
Livingston International Inc.  
Telephone: 604-685-3555  
Fax: 604-605-8231  
Email: [cst19@livingstonintl.com](mailto:cst19@livingstonintl.com)”

#### **INSPECTIONS**

25. 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**

26. If this Agreement includes any inspection, installation or other work on the City's premises by the Contractor, or representative or subcontractor of the Contractor, all such activity shall be performed and undertaken in strict compliance with all applicable health and safety laws and regulations, including, without limitation, the *Workers Compensation Act*,

the Occupational Health & Safety Regulation and the *Hazardous Products Act*, and also in strict compliance with any published and issued by the City for use at the City's premises. The Contractor shall provide the City with the Contractor's Workers Compensation Board registration number and a letter from the Workers Compensation Board confirming the supplier is registered in good standing with the Workers Compensation Board and that all assessments have been paid to the date thereof prior to the City having any obligation to pay monies under this Agreement.

### **WHMIS/MSDS**

27. 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**

28. 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**

29. 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**

30. 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**

31. 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**

- 32. 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**

- 33. 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.
- 34. 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**

- 35. 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 -

**ENUREMENT**

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

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

**CITY OF SURREY**

by its authorized signatory:

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

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

**<<NAME OF CONTRACTOR>>**

by its authorized signatory(ies):

\_\_\_\_\_  
(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)

## SCHEDULE A – SPECIFICATION OF GOODS

### 1. PURPOSE

The Contractor, to the satisfaction of the City, shall furnish all necessary labour, materials, supplies, and transportation necessary for the supply and delivery of Kraft Paper Yard Waste Bags (the “Goods”) and any additional work reasonably required to be done for the fulfillment and completion of this Agreement. The bags are offered to residents in an effort to encourage the use of organics carts and subsequently divert organic materials from landfill.

### 2. BACKGROUND

In October 2012, the City of Surrey introduced the Rethink Waste Program (which includes weekly organics collection) to all single-family homes, in part to prepare for Metro Vancouver’s 2015 region-wide Organics Disposal Ban. This ban restricts disposal of household kitchen waste/food scraps and other compostable materials in landfills, meaning that all property owners within the region are required to separate organic waste from their regular garbage.

As part of the City’s Rethink Waste Program, residents are encouraged to use their curbside organics cart for food scraps and yard waste. During spring and fall, residents often have larger amounts of yard waste, and are therefore encouraged to set out their excess organic materials at curbside in kraft paper yard waste bags. The larger yard waste bags may also be used by residents to line their organics cart to keep it clean. Plastic bags (including biodegradable and compostable plastic bags) are not permitted in the organic’s carts.

### 3. SPECIFICATION OF GOODS

#### Yard Waste Bags Specifications:

- 2-ply kraft paper bags
- 100% compostable
- Bag dimensions: approximately W 16 x H 35 x D 12 inches
- Bundled in packages of 5 bags/bundle with thin strap, elastic, or similar (not wrapped in plastic)
- Prefer to have the option to be custom printed with Surrey logo, and other relevant organics program information
- Prefer to have bags that are made in Canada



#### 4. ANTICIPATED QUANTITIES

The City reserves the right and discretion to place orders on quoted items during the duration of the term of the agreement as per Schedule B – Quotation on an as per need basis. All quantities are anticipated quantities only and may or may not increase or decrease according to requirements. Actual quantities may vary.

<b>Bags</b>	<b>Approximate Yearly Requirements</b>
Yard Waste Bags	50,000 – 80,000

#### 5. SAMPLES

Samples are requested with the Contractor's Submission for use in the evaluation process.

Please provide the following bags as samples:

3 pieces Yard Waste Bags

Please provide samples to:

Brittany McKinnon,  
Engineering Assistant

City of Surrey  
Engineering Operations, Solid Waste  
6651 – 148 Street, Surrey, B.C., Canada V3S 3C7



Samples should be supplied at no cost to the City. Samples provided will be subjected to test; therefore, the price offered will not be the sole determining factor in the selection.

## **6. PACKAGING, SHIPPING AND PRODUCT DELIVERY**

Packaging and shipping should be in accordance with the industry standard for all items in order to ensure their safe arrival at destination. Packing slips must accompany each shipment. The Contractor is responsible for the safe delivery and for obtaining acceptance of the Goods at destination. The cost of delivery, including all transportation, packaging and shipping costs, is included in the unit price(s). Costs associated with replacement of Goods damaged in transit to the final destination are the Contractor's responsibility, and the Goods will not be considered delivered on the Delivery Date unless the Goods are undamaged and ready for acceptance.

All deliveries shall be F.O.B. destination, freight prepaid, to City of Surrey, 6651 148 Street, Surrey, British Columbia, Canada V3S 3C7. All transportation and handling charges included in the price of the Good and paid by the Contractor. Responsibility and liability for loss or damage shall remain with the Contractor as long as the Contractor designates the carrier, until delivery to the identified ship-to address, when responsibility shall pass to the City except as to latent defects, fraud and Contractor's warranty obligations.

Whenever the City does not accept the Good due to missing, damaged, defective, incorrect order and returns them to the Contractor, all related documentation furnished by the Contractor shall be returned also. Unless otherwise agreed to by the City, the Contractor is responsible for the return shipping cost of returned Goods. The Contractor shall bear all risk of loss or damage with respect to returned Goods due to missing, damaged, defective and incorrect order, except for loss or damage directly attributable to the negligence of the City.

Deliveries are to be made between the hours of 8:30 a.m. to 3:30 p.m. Monday through Friday, excluding statutory holidays, unless other arrangements have been agreed to in writing from the City.

## **7. TITLE, RISK OF LOSS, FREIGHT**

Title of the Goods shall remain with the Contractor until it is delivered to the City address specified and transfer of title is executed by the City.

The Contractor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur prior to delivery and acceptance.

The Contractor shall be responsible for customs clearance and payment of any duties and/or taxes owing at time of importation into Canada, as applicable.



## SCHEDULE B - QUOTATION

RFQ Title: Supply and Delivery of Kraft Paper Yard Waste Bags

RFQ No: 1220-040-2020-052

### CONTRACTOR

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

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

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

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

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

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

TO:

### CITY OF SURREY

City Representative: Richard D. Oppelt, Manager, Procurement Services

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

1. If this offer is accepted by the City, such offer and acceptance will create a contract as described in:
  - (a) the RFQ;
  - (b) the specifications set out above and in Schedule A of the RFQ;
  - (c) the General Terms and Conditions; and
  - (d) this Quotation; and
  - (e) other terms, if any, that are agreed to by the parties in writing.
  
2. 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.
  
3. I/We have reviewed the RFQ Attachment 1 – draft Quotation Agreement - Goods. 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)**

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**Please State Reason For Departure(s):**

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**Changes and Additions to Specifications:**

4. In addition to the warranties provided in the Agreement, this Quotation includes the following warranties:

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5. I/We have reviewed the RFQ Attachment 1, Schedule A – Specifications of Goods. If requested by the City, I/we would be prepared to meet those requirements, amended by the following departures (list, if any):

**Section**

**Requested Departure(s) / Alternative(s) / Additions**

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**Please State Reason For Departure(s):**

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## Fees and Payments

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

<b>F.O.B.</b> Destination Freight Prepaid		<b>Payment Terms:</b> 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.			<b>Ship Via:</b>	
Item #	Item Name	Quantity	U/M	Unit Price	Amounts	
1	The Contractor agrees to furnish all necessary labour, materials, supplies and transportation necessary to supply and deliver the Good(s) and any spare parts in accordance with this Quotation.  Yard Waste Bags	50,000 – 80,000	Each			
CURRENCY: Canadian				Subtotal:	\$	
				GST (5%):	\$	
				PST (7%) as applicable:	\$	
				<b>QUOTATION PRICE:</b>	\$	

Yard Waste Bags shall be delivered within \_\_\_\_\_ days after receipt of purchase order.

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 \_\_\_\_\_, 2020.

**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)**