



## **REQUEST FOR APPLICATIONS FOR STANDING OFFER AGREEMENTS**

**Title:** Supply and Delivery of Lubricants, Oils and Greases

**Reference No.:** 1220-060-2025-001

(General Services)

Issue Date: December 20, 2024

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## REQUEST FOR APPLICATIONS FOR STANDING OFFER AGREEMENT

### 1. INTRODUCTION

The City of Surrey (the “**City**”) invites applicants to submit an application on the form attached as Schedule B to Attachment 1, (the “**Application**”), for the supply of the goods (if any) and services described in Schedule A, to Attachment 1 (the “**Goods and Services**”). The description of the Goods and Services sets out the minimum requirements of the City. A person that submits an application (the “**Applicant**”) should prepare an Application that meets the minimum requirements, and may as it may choose, in addition, also include goods, services or terms that exceed the minimum requirements. Applicants are invited to submit innovative solutions and the City encourages suggestions to improve these Services.

### 2. NATURE OF A STANDING OFFER AGREEMENT

It is understood and agreed by the Applicant that should an Application be selected by the City, it will result in a standing offer agreement (“**Standing Offer**”) only and the Goods and Services will be ordered by the City solely on an “as and when required” basis. The aggregate value of Goods and Services which may be ordered is conditional upon the needs of the City. No compensation will be accrued, owed or paid to any Applicant in the event that the Goods and Services are not ordered. If a Standing Offer is executed by the City, at the sole option of the City, the City may place an order (the “**Order**”) for Goods and Services specified in the Order and the Applicant agrees to provide those Goods and Services. The parties agree that the City may not place any orders for Goods and Services with the Applicant for the duration of the term of the Standing Offer. The parties agree that the City may purchase identical or similar Goods and Services from any other source.

### 3. ADDRESS FOR DELIVERY

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

Confirmation of receipt of emails will be issued. Applications that cannot be opened or viewed may be rejected. An Applicant bears all risk that the City’s receiving equipment functions properly so that the City receives the Application.

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

### 4. DATE

The City would prefer to receive Applications on or before **January 16, 2025** (the “**Date**”).

## 5. INQUIRIES

All inquiries related to this Request for Applications for Standing Offer Agreement (the "RFA-SOA") 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  
Email: purchasing@surrey.ca  
Reference: 1220-060-2025-001

Inquiries should be made no later than 7 business days before the Date set out in Section 4. The City reserves the right not to respond to inquiries made within 7 business days of the Date set out in Section 4. Inquiries and responses will be recorded and may be distributed to all Applicants at the discretion of the City.

Applicants finding discrepancies or omissions in the Agreement or RFA-SOA, 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 RFA-SOA, the City Representative will issue an addendum in accordance with Section 6. No oral conversation will affect or modify the terms of this RFA-SOA or may be relied upon by any Applicant.

## 6. ADDENDA

If the City determines that an amendment is required to this RFA-SOA, 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 a part of this RFA-SOA. It is the responsibility of Applicants to check the Websites for addenda. The only way this RFA-SOA 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 RFA-SOA or may be relied upon by any Applicant. By delivery of an Application the Applicant is deemed to have received, accepted and understood the entire RFA-SOA, including any and all addenda.

## 7. NO STANDING OFFER

This Request for Applications for Standing Offer Agreement (the "Request") is simply an invitation for Applications (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 Request or the submission of an Application. The City may negotiate changes to any terms of an Application, including terms in the Agreement and Schedule A, to Attachment 1, of the Request, including prices, and may negotiate with one or more Applicants or may at any time invite or permit the submission of Applications (including prices and terms) from other parties who have not submitted an Application.

**8. APPLICANT'S EXPENSES**

Applicants are solely responsible for their own expenses in preparing and submitting an Application, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from the Request. The City will not be liable to any Applicant for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, incurred by the Applicant in preparing and submitting an Application, or participating in negotiations, or other activities relating to or arising out of this Request.

**9. APPLICANT'S QUALIFICATIONS**

By submitting an Application, an Applicant represents that it has the expertise, qualifications, resources, and relevant experience to supply the Goods and Services.

**10. CONFLICT OF INTEREST**

An Applicant should disclose in its Application 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**

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

**12. CONFIDENTIALITY**

All Applications become the property of the City and will not be returned to the Applicant. All Applications will be held in confidence by the City unless otherwise required by law. Applicants 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 Application should be inserted in the Application. The Application should be signed by a person authorized to sign on behalf of the Applicant as follows:

- (a) If the Applicant is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Application 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 Application on behalf of the corporation is submitted;

- (b) If the Applicant 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 Applicant is an individual, including a sole proprietorship, the name of the individual should be included.

#### **14. MULTIPLE PREFERRED APPLICANTS**

The City reserves the right and discretion to divide up the Goods, either by scope, geographic area, or other basis as the City may decide, and to select one or more preferred Applicants to enter into discussions with the City for one or more Agreements to perform a portion or portions of the Goods. If the City exercises its discretion to divide up the Goods, the City will do so reasonably having regard for the RFA-SOA and the basis of Applications.

In addition to any other provision of this RFA-SOA, Applications 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 entering into one or more Agreements with one or more Applicants.

#### **15. 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 – Form of Application on an as per need basis. All quantities are anticipated quantities only and may or may not increase or decrease according to requirements.

#### **16. BRAND NAMES**

Unless otherwise stated, if, and wherever, the specifications state a brand name, a make, the name of manufacturer, a trade name or a vendor catalogue number, it is for the purpose of establishing a grade or quality of material only. It is not intended to rule out the use of other equivalent materials or equipment. If, however, goods other than that specified are proposed in an Application, the Applicant is to include the name of such goods, its manufacturer, any trade name and any applicable vendor catalogue number, and the City may request that the Applicant provide specific evidence of equivalency. Evidence of quality in the form of samples may be requested.

## 17. NO CLAIMS

Each Applicant by submitting an Application, 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 RFA-SOA (including in the event that the City rejects or disqualifies or for any other reason fails to accept an Application, accepts a non-compliant Application or otherwise breaches, or fundamentally breaches, the terms of this RFA-SOA or any duties arising from this RFA-SOA; 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 Goods between the Applicant 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 an Application, accepts a non-compliant Application or otherwise breaches, or fundamentally breaches, the terms of this RFA-SOA or any duties arising from this RFA-SOA.

## 18. CO-OPERATIVE PURCHASING

The Lower Mainland Purchasing Group (the “**LMPG**”) is a group of local government entities around the lower mainland, who from time to time combine their like requirements into a co-operative procurement. Members of the BC LMPG or other public entities may wish to purchase similar Goods and Services from a successful Applicant. Applicants should identify in their Application if they are willing to extend their offering to other public entities (under a separate agreement).

**Attachment No. 1 – DRAFT STANDING OFFER AGREEMENT – GOODS AND SERVICES**

**Reference RFA-SOA Title: Supply and Delivery of Lubricants, Oils and Greases**

**THIS AGREEMENT** dated for reference this \_\_\_\_ day of \_\_\_\_\_, 2025 (the “**Effective Date**”)

**Reference No.: 1220-060-2025-001**

**BETWEEN:**

**CITY OF SURREY**  
13450 – 104<sup>th</sup>. Avenue  
Surrey, B.C., V3T 1V8  
(the “**City**”)

**AND:**

\_\_\_\_\_  
(the “**Applicant**”)  
[INSERT THE FULL LEGAL NAME AND ADDRESS OF APPLICANT]

**WHEREAS** the City wishes to engage the Applicant to provide the Goods and Services and the Applicant agrees to provide the Goods and perform the Services for the

***SUPPLY AND DELIVERY OF LUBRICANTS, OILS AND GREASES***

**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 is hereby acknowledged), the City and the Applicant agree as follows:

**DEFINITIONS AND INTERPRETATION**

1. In this Agreement, in addition to words defined elsewhere in this Agreement, the following definitions apply:
  - (a) “**Agreement**” has the meaning set out in Section 2;
  - (b) “**Application**” means the application for a Standing Offer attached as Schedule B, to Attachment 1;
  - (c) “**Delivery Date**” means the delivery date(s) for the applicable Goods as set out in an Order or as otherwise agreed between the parties;
  - (d) “**Delivery Location**” means [*final delivery location to be determined at time of Order*], Surrey, British Columbia, or such other address as the Department Representative directs by written notice to the Applicant;
  - (e) “**Department Representative**” means the representative(s) designated by the City from time to time to administer this Agreement or who is responsible for any element of this Agreement;



- (f) **"Effective Date"** means the date first above written;
- (g) **"Fees"** means the price quoted by the Applicant and accepted by the City for the provision of the Goods and Services, unless otherwise agreed by the parties in writing, and includes all taxes except GST;
- (h) **"Goods"** means any portion of the equipment or materials (if any) as described generally in Schedule A, to Attachment 1, that the City requests that the Applicant provide;
- (i) **"Indemnities"** has the meaning set out in Section 38;
- (j) **"Order"** has the meaning set out in Section 3;
- (k) **"Services"** means any portion of the services as described generally in Schedule A, to Attachment 1, that the City requests that the Applicant provide, including anything and everything required to be done for the fulfilment and completion of the services in accordance with this Agreement;
- (l) **"Standing Offer"** means the standing offer arrangement between the City and the Applicant the nature of which is discussed in Section 3; and
- (m) **"Term"** has the meaning described in Section 19.

2. This Agreement consists of all of the documents listed below and 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) Order;
  - (b) the Standing Offer Agreement;
  - (c) the specifications of Goods and scope of Services set out in Schedule A, to Attachment 1, of the Request;
  - (d) the Application;
  - (e) the Request; and
  - (f) other terms, if any, that are agreed to by the parties in writing.

### **NATURE OF A STANDING OFFER AGREEMENT**

3. It is understood and agreed by the Applicant that should an Application be selected by the City, it will result in a standing offer agreement ("**Standing Offer**") only and the Goods and Services will be ordered by the City solely on an "as and when required" basis. The aggregate value of Goods and Services which may be ordered is conditional upon the needs of the City. No compensation will be accrued, owed or paid to any Applicant in the event that the Goods and Services are not ordered. If a Standing Offer is executed by the City, at the sole option of the City, the City may place an order (the "**Order**") for Goods and Services specified in the Order and the Applicant agrees to provide those Goods and Services. The parties agree that the City may not place any orders for Goods and Services with the Applicant for the duration of the term of the

Standing Offer. The parties agree that the City may purchase identical or similar Goods and Services from any other source.

## **GOODS AND SERVICES**

4. The Contractor covenants and agrees that it will, if ordered by the City, provide the Goods and perform the Services in accordance with this Agreement. The Goods and Services provided will meet the specifications set out in the Order, Schedule A, to Attachment 1, of the Request and as described in the Application.
5. The City may from time to time, by written notice to the Applicant make changes to the Goods and Services. The Fees will be increased or decreased by written agreement of the City and the Applicant according to the rates set out in the Application.
6. The Applicant will, if required in writing by the City, provide additional goods or services as may be listed in the Application. The terms of this Agreement will apply to any additional goods or services, and the fees for additional goods or services will generally correspond to the fees as described in the Application. The Applicant will not provide any additional goods or services in excess of the Goods and Services ordered in writing by the City.
7. The Applicant will provide the Goods and perform the Services with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner performing services similar to the Services, and on the understanding that the City is relying on the Contractor's experience and expertise. The Applicant represents that it has the expertise, qualifications, resources, and relevant experience to supply the Goods and Services.
8. The Applicant will deliver the Goods and Services free and clear of all liens and encumbrances in the manner and to the destination stipulated. In the event of the Applicant's failure to meet this condition, the Applicant will, on written notice from the City, forthwith return all monies paid by the City on account of the Goods and Services and in addition the City may by written notice terminate this Agreement without liability, and in such event, in addition to the above, the Applicant will be liable for any and all expenses or losses incurred by the City resulting from such failure.
9. The Goods identified in Schedule B – Application Extracts will be considered the core Goods list (the "**Core Product List**") and will constitute the catalogue of Goods from which the City and its personnel will select and order Goods through an Order. The Applicant shall keep the Core Product List current, documenting all additions, deletions and revisions, as well as dates of any changes, and ensure the City at all times, has an accurate, complete and current Core Product List.

## **DELIVERY LOCATION**

10. The Applicant will take steps as required so that all the Goods are properly prepared for delivery and the Goods shall be delivered, F.O.B. Destination prepaid, to the Delivery Location between the hours of 8:00 a.m. to 3:30 p.m. Monday through Friday. The Applicant shall ensure the integrity of the Goods during transportation, handling and

temporary storage. Due regard shall be given by the Applicant to protection from loss and pilferage, physical damage, and the effect of the elements and environmental conditions. Any loss, damage, or repair cost resulting from delivery to the Delivery Location will be the Applicant's sole responsibility.

### **MARKETABLE TITLE**

11. The Applicant warrants that it has or will at the time of transfer of title as described in Section 12 have good and marketable title to the Goods, and will deliver the Goods to the City free and clear of all liens, restrictions, reservations, encumbrances or claims of any kind.

### **TRANSFER OF TITLE**

12. Title and all other property rights in and to the Goods, and any parts thereof, pass to the City, free and clear of all liens and encumbrances, upon delivery to the Delivery Location. The Applicant will defend the City's title to the Goods.

### **RISK OF LOSS**

13. Risk of loss with respect to the Goods will remain with the Applicant and will not transfer to the City unless and until the City accepts and takes possession and control of the Goods. No loss, injury or destruction of the Goods shall release the Applicant from any obligations under this Agreement.

### **REJECTION OF GOODS**

14. Upon delivery of the Goods to the Delivery Location, the City shall have a reasonable time to inspect and to accept the Goods.
15. Despite the transfer of title or risk of loss pursuant to this Agreement, the City may reject any Goods, or any component of the Goods, not in compliance with a Requisition or otherwise failing to meet the requirements of this Agreement ("**Non-Compliant Goods**"), whether due to damage resulting from improper packing, loading, unloading or otherwise. The City shall notify the Applicant of such rejection and the reason therefore. Any Non-Compliant Goods will be held by the City at the sole risk of the Applicant and the Applicant will promptly replace the Non-Compliant Goods. The Applicant will be responsible for all costs of return and replacement of Non-Compliant Goods. Any costs or expenses incurred by the City on account of Non-Compliant Goods, will, upon written demand by the City, be immediately due and payable by the Applicant, and the City may set-off such costs and expenses against any payment owing by the City to the Applicant.
16. If rejection of the Goods is as a result of failure to meet the Specifications, promptly after receiving a notice of rejection, the Applicant will deliver to the Department Representative its plan to remedy the non-compliance and to ensure the Goods are in accordance with this Agreement.

17. If in the opinion of the Department Representative it is not expedient to correct the non-compliance, then the Department Representative may retain the Non-Compliant Goods and the City may deduct from the monies otherwise due to the Applicant for those Goods the difference in value to the City, considering the City's intended use of the Goods between the Non-Compliant Goods and Goods meeting the terms of this Agreement. The amount of such deduction will be determined in the first instance by the Department Representative. If such amount is not acceptable to the Applicant, then the parties shall make reasonable efforts to resolve the dispute by amicable negotiations and shall provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.
18. The City will not be responsible for any restocking charges for any Goods shipped to the City and returned to the Applicant for any reason. The Applicant is to bear all costs including shipping and handling of returned Goods.

#### **TERM**

19. This Agreement will commence upon the Effective Date and will continue for one (1) year) unless renewed or terminated earlier (the "**Term**").
20. The City may at any time prior to thirty (30) days before the end of the Term, by written notice to the Applicant, extend the Term for a period of time not to exceed four (4) additional one (1) year renewal periods. 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.

#### **FEES**

21. The City will pay the Fees to the Applicant for the ordered Goods and Services in accordance with this Agreement. Payment by the City of the Fees will be full payment for the Goods and Services and the Applicant will not be entitled to receive any additional payment from the City.
22. For greater certainty, costs of general management, non-technical supporting services and general overhead are deemed to be covered by the Fees and will not be subject to additional payment by the City. The Fees shall also include without limitation all costs of boxing, packing, crating, and loading and unloading the Goods at the prescribed destination.
23. No increase in the Fees will be accepted by the City without prior written approval.

#### **PAYMENT**

24. Subject to any contrary provisions set out in this Agreement:

- (a) unless an alternate invoicing process is established as part of the requisition process and agreed to by the City, upon each delivery of the Goods, the Applicant shall submit an invoice (each, an “**Invoice**”) to the City **electronically** to: [surreyinvoices@surrey.ca](mailto:surreyinvoices@surrey.ca) and include the following information:
- (1) an Invoice number;
  - (2) the Applicant’s name, address and telephone number;
  - (3) the City’s Purchase Order number: \_\_\_\_\_
  - (4) model and catalogue number(s), as applicable;
  - (5) discounts;
  - (6) taxes, if any; and
  - (7) grand total of the invoice.
- (b) if the City reasonably determines that any portion of an Invoice is not payable or is otherwise in dispute, then the City will so advise the Applicant;
- (c) the City will pay the undisputed portion of an Invoice less any applicable deductions, setoffs or holdbacks, within 30 days of the receipt of the Invoice;
- (d) if the Applicant offers the City a cash discount for early payment, then the City may, at its sole discretion, pay the discounted portion of the Invoice; and
- (e) all Invoices shall be stated in, and all payments made in Canadian dollars.
25. 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 Applicant is in any manner released from its obligation to comply with this Agreement.
26. If the Applicant is not a resident of Canada for income tax purposes and does not provide the City a waiver of regulation letter, the City is required to withhold from any payments made to the City the amount of 15% withholding tax and remit the same to Canada Revenue Agency in accordance with applicable laws.

## **PERSONNEL AND SUB-CONTRACTORS**

27. The Applicant will provide only personnel who have the qualifications, experience and capabilities to perform the Services.
28. The Applicant will perform the Services using the personnel and sub-contractors as may be listed in the Application and the Applicant will not remove any such listed personnel or sub-contractors from the Services without the prior written approval of the City.
29. If the City reasonably objects to the performance, qualifications, experience or suitability of any of the Applicant’s personnel or sub-contractors then the Applicant will, on written request from the City, replace such personnel or sub-contractors.

30. Except as provided for in the sections above, the Applicant will not engage any personnel or sub-contractors, or assign its obligations under this Agreement, in whole or in part, without the prior written approval of the City.

### **LIMITED AUTHORITY**

31. The Applicant is not and this Agreement does not render the Applicant an agent or employee of the City, and without limiting the above, the Applicant does not have authority to enter into any Standing Offer 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 Applicant will make such lack of authority clear to all persons with whom the Applicant deals in the course of providing the Goods and Services. Every vehicle used by the Applicant in the course of providing the Goods and Services shall identify the Applicant by name and telephone number.
32. The Applicant 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 Applicant performs the Services. The Applicant will determine the number of days and hours of work required to properly and completely perform the Services. The Applicant is primarily responsible for performance of the Goods and Services and may not delegate or assign any Services to any other person except as provided for in this Agreement. The Applicant will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-contractors.
33. The Applicant will preserve and protect the rights of the City with respect to any Goods provided and Services performed under sub-contract and incorporate the terms and conditions of this Agreement into all sub-contract agreements as necessary to preserve the rights of the City under this Agreement. The Applicant 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 Applicant.

### **CONFIDENTIALITY AND DISCLOSURE OF INFORMATION**

34. Except as provided for by law or otherwise by this Agreement, the Applicant will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Applicant as a result of the providing the Goods and performance of the Services and this Agreement, and will not, without the prior express written consent of the City, publish, release, disclose or permit to be disclosed any such information to any person or corporation, either before, during or after termination of this Agreement, except as reasonably required to complete the Goods and Services.

35. The Applicant 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.
36. The Applicant agrees to return to the City all of the City's property at the completion of this Agreement, including any and all copies or originals of reports provided by the City.

## **WARRANTIES**

37. The Applicant 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 Applicant 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 Applicant or third party manufacturer or supplier of the Goods and Services in connection with the purpose for which the Goods and Services were purchased. The Applicant shall assign to the City any warranty or service guarantee offered by a third party manufacturer or supplier of the Goods and Services. 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 and Services or any part do not conform to these warranties, the City shall notify the Applicant within a reasonable time after such discovery, and the Applicant shall then promptly correct such nonconformity at the Applicant's expense. Goods used to correct a nonconformity shall be similarly warranted for one year from the date of installation. The Applicant'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.
38. The Applicant warrants and guarantees that Goods and Services delivered under this Agreement do not infringe any valid patent, copyright or trademark, foreign or domestic, owned or controlled by any other corporation, firm or person, and agrees to indemnify and save harmless the City and all of its elected and appointed officials, officers, employees, servants, representatives and agents (collectively the "**Indemnitees**"), from and against any and all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) by reason of any claim, action or litigation arising out of any alleged or actual infringement of any patent, copyright or trademark, foreign or domestic, relating to the Goods and Services supplied under this Agreement.

## **INSURANCE AND DAMAGES**

39. The Applicant 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 Applicant of any obligation of this Agreement, or any wrongful or negligent act or omission of the Applicant or any employee or agent of the Applicant.

40. The indemnities described in this document 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.
41. The Applicant 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 Applicant, 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 Applicants protective liability, blanket Standing Offer, employees as additional insureds, broad form non-owned automobile, contingent employers liability, broad form loss of use, personal injury, and incidental medical malpractice. The City of Surrey will be added as additional insured;
  - (b) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Applicant in an amount not less than three million (\$3,000,000) dollars per occurrence for bodily injury, death and damage to property; and
  - (c) Applicants' equipment insurance in an all risks form covering construction machinery and equipment used for the performance of the Services.
42. The Applicant 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 Applicant will, on request from the City, provide certified copies of all of the Applicant'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 Applicant will be responsible for deductible amounts under the insurance policies. All of the Applicant's insurance policies will be primary and not require the sharing of any loss by the City or any insurer of the City.



43. The Applicant acknowledges that any requirements of the City as to the amount of coverage under any policy of insurance will not constitute a representation by the City that the amount required is adequate and the Applicant acknowledges and agrees that the Applicant 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 Applicant from responsibility for any amounts which may exceed these limits, for which the Applicant may be legally liable.
44. The Applicant 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.
45. The Applicant hereby waives all rights of recourse against the City for loss or damage to the Applicant's property.

#### **CITY RESPONSIBILITIES**

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

#### **DEFICIENCIES**

49. 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 Applicant of rejection of the Goods whereupon the Goods will be held subject to the disposition by the Applicant. 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 Applicant, and may be set off against any payments owing by the City to the Applicant.

50. The City may hold back from payments otherwise due to the Applicant 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.

#### **TERMINATION AND DEFAULT**

51. In the event the Applicant does not ship the Goods by the shipping date specified in this Agreement, or does not deliver the Goods by the delivery date specified in this Agreement, then:
- (a) the City reserves the right to terminate this Agreement, in whole or in part, and in the event of such termination no payment will be owing by the City on account of this Agreement and the Applicant 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 Applicant all additional costs the City reasonably incurs on account of the late shipping or delivery.
52. 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.
53. The City may at any time and for any reason by written notice to the Applicant terminate this Agreement prior to the end of the Term, such notice to be determined by the City at its sole discretion. Upon receipt of such notice, unless otherwise requested by the City in writing, the Applicant will perform no further Goods or Services other than the work which is reasonably required to terminate the Goods and Services and return the City's property to the City. Despite any other provision of this Agreement, if the City terminates this Agreement pursuant to this section, the City will pay to the Applicant all amounts owing under this Agreement for Goods and Services provided by the Applicant 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 Applicant, and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Goods or Services not performed or other profit opportunities.
54. The City may terminate this Agreement for cause as follows:
- (a) If the Applicant 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 Applicant or receiver or trustee in bankruptcy written notice; or

- (b) If the Applicant 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 Applicant, then the City may, without prejudice to any other right or remedy the City may have, terminate this agreement by giving the Applicant further written notice.

55. If the City terminates this Agreement 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 Applicant 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 Applicant under this Agreement, and at the completion of the Goods and Services pay to the Applicant any balance remaining; and
- (d) if the total cost to complete the Goods and Services exceeds the amount owing to the Goods and Services, charge the Applicant the balance, which amount the Applicant will forthwith pay.

#### **CURING DEFAULTS**

56. If the Applicant 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 Applicant, remedy the default and set-off all costs and expenses of such remedy against any amounts owing to the Applicant. 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 Applicant.

57. 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 Applicant pursuant to this Agreement. The Applicant is to bear all costs including shipping and handling of returned Goods.

#### **DISPUTE RESOLUTION**

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

- (a) Negotiation

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

(b) Mediation

If all or any portion of a Dispute cannot be resolved by good faith negotiations within 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.

## **WCB AND OCCUPATIONAL HEALTH AND SAFETY**

59. The Applicant will, at its own expense, procure and carry full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in the supply of the Goods and Services. The City has the unfettered right to set off the amount of the unpaid premiums and assessments for the Workers' Compensation Board coverage against any monies owing by the City to the Applicant. 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.
60. The Applicant will provide the City with the Applicant's Workers' Compensation Board registration number and a letter from the Worker's Compensation Board confirming that the Applicant is registered in good standing with the Workers' Compensation Board.
61. The Applicant agrees that it is the prime contractor for the provision of the Goods and performance of the Services only for the purposes of the *Workers Compensation Act*. The Applicant 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 Applicant will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the Goods and Services. That person will be the person so identified in this Agreement, and the Applicant will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.

62. Without limiting the generality of any other indemnities granted by the Applicant in this Agreement, the Applicant will indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgments, penalties and proceedings (including all actual legal costs) which any of the Indemnitees incur, suffer or are put to arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.
63. The Applicant will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensation Act* and Regulations pursuant thereto.
64. The City may, on twenty-four (24) hours written notice to the Applicant, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person. However, in no case will the City be responsible for ascertaining or discovering, through inspections or review of the operations of the Applicant or otherwise, any deficiency or immediate hazard.
65. The Applicant understands and undertakes to comply with all the Workers' Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information Systems (WHMIS)" Regulations. All "Material Safety Data Sheets (MSDS)" will be shipped along with the Goods and any future MSDS updates will be forwarded.

#### **BUSINESS LICENSE**

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

#### **GENERAL PROVISIONS FOR GOODS**

67. Documentation for shipments of Goods from outside Canada shall be provided by an Applicant 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”

68. If this Agreement pertains to the fabrication, assembly or other processing of the Goods, representatives of the City will 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.

69. The City may require that shop drawings be submitted by the Applicant 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 Applicant from its obligation to deliver Goods in full compliance with all requirements of this Agreement.

#### **APPLICABLE LAWS, CODES AND BY-LAWS**

70. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia. The City and the Applicant accept the jurisdiction of the courts of British Columbia and agree that any action under this Agreement be brought in such courts.
71. The Applicant will provide Goods and Services in full compliance with all applicable laws, building codes and regulations.
72. The Applicant will, as a qualified and experienced practitioner, 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 Applicant could not reasonably have verified or foreseen prior to entering into this Agreement, then the City will pay the additional costs, if any, of making alterations so as to conform to the required interpretation.

#### **JURISDICTION OF COUNCIL AND NON-APPROPRIATION**

73. 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.
74. The Applicant 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 Applicant 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.

#### **INSPECTIONS**

75. 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**

76. If this Agreement includes any inspection, installation or other work on the City's premises by the Applicant, or representative or subcontractor of the Applicant, 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 Applicant shall provide the City with the Applicant'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**

77. The Applicant 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.

## **ENTIRE AGREEMENT**

78. 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.

## **AMENDMENT**

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

## **APPLICANT TERMS REJECTED**

80. In the event that the Applicant 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.

## **SURVIVAL OF OBLIGATIONS**

81. All of the Applicant's obligations to provide the Goods and perform the Services in a professional and proper manner will survive the termination or completion of this Agreement.

## **CUMULATIVE REMEDIES**

82. 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.

## **NOTICES**

83. 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  
<<[redacted] insert department/division/section name>>  
13450 – 104<sup>th</sup> Avenue, Surrey, B.C., V3T 1V8

Attention: <<[redacted] insert contact name>>  
<[redacted] insert title>

Business Fax No.: <<[redacted] insert>>  
Business Email: <<[redacted] insert>>

- (b) The Applicant:

<<[redacted] insert name and address>>  
Attention: <<[redacted] insert contact name>>  
<<[redacted] insert title>>

Business Fax No.: <<[redacted] insert>>  
Business Email: <<[redacted] insert>>

## **UNENFORCEABILITY**

84. 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.



## **HEADINGS**

85. 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.

## **SINGULAR, PLURAL AND GENDER**

86. 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.

## **WAIVER**

87. 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.

## **SIGNATURE**

88. This Agreement may be executed in one or more counterparts and executed and delivered electronically, all of which when taken together will constitute one and the same Agreement.

**ENUREMENT**

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

**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)

**APPLICANT**

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

\_\_\_\_\_  
(Legal Name of Applicant)

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

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

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

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

## SCHEDULE A – SPECIFICATIONS OF GOODS AND SERVICES

### A. GENERAL

- 1. Scope.** The City of Surrey (the “**City**”) is seeking one or more qualified Applicants who can supply and deliver a wide variety of quality lubricants, oils and greases (the “**Goods and Services**”) on an as and when required basis, either directly or through its subcontractors/suppliers. The type and variety of the Goods will be selected from the Core Product List below by the City from time to time. All lubricants must meet or exceed American Petroleum Institute (API) certifications classifications. The preferred Applicant shall verify with the equipment manufacturer the approved lubricants, oils and greases, at no cost to the City.

When required, the successful Applicant (or Applicants) must submit to the City current Material Safety Data Sheet (MSDS) or information sheets on all Workplace Hazardous Management Information Systems (WHMIS) regulated or controlled substance materials prior to delivery or at the time of delivery.

Each Good delivered shall be clearly marked with the Good name, type, grade, quantity contained and the name of the manufacturer. WHMIS labelling must be physically attached to each container at time of delivery.

The preferred Applicant (or Applicants) shall deliver and fill tanks (if any) with the required Goods at a Delivery Location as determined by the City. The preferred Applicant (or Applicants) shall deliver the required lubricants, oils and greases in various formats: bulk deliveries, drums, or a mixture of litres and 4-Litre jugs.

The preferred Applicant (or Applicants) shall follow any security requirements of the City regarding access to the City’s mechanical facilities. All deliveries shall be made to the City’s mechanical facilities in vehicles clearly marked with the name of the preferred Applicant.

- 2. Quantities.** The “**Estimated Annual Quantities**” column stated in the below table (the “**Core Product List**”) provides values that are estimates based on historical data and should not be construed as firm Order quantities. The “**Estimated Annual Quantities**” numbers may not equal the product sizing selections. The actual amount of Goods that the City may purchase could fall within any of the product sizing selections marked as “**X**”. Quantities ordered will be based on approved budgets and operational needs, however it is expected that the preferred Applicant’s prices should remain fixed regardless of the variances in quantities ordered per time.
- 3. Requisition of Goods.** Orders may be issued from time to time over the Term. It is anticipated that a request for an initial order will be issued promptly upon contract award. Oil, lubricants and greases (products) that are not on the product List but deemed to be required by the City during the Term may be added to the Agreement and should be part of the existing pricing structure within the Agreement. In the event the Applicant cannot

supply the product ordered within the time frame stated in the Order, the Applicant must notify the City immediately. The City may at its discretion, contact an alternate supplier to supply the product(s). The Applicant will be required to reimburse the City for any added expenses incurred.

4. **Substitutions during the Term.** If technology and products change during the Term, the City may accept substitutions for, or changes to, the Goods at the relevant time through a Change Order.
5. **Drum Deposit Charge Procedure.** The Applicant (or Applicants) where they apply drum deposit charge will apply to them to the deliveries of the drums only. Drum deposit charges will be shown separately on each invoice. Empty drums will be picked up at every delivery or within one week of a request for pick up.
6. **Emergencies.** The City provides services to the public in the event of a natural disaster or weather related events. As such, the Applicant (or Applicants) shall ensure that the City receives deliveries of required Goods during any event of a natural disaster or severe weather event in a timeframe determined by the Department Representative.
7. **Transition Period.** The Applicant (if not the incumbent) will have a period of time as determined by the City's Fleet and Garage Manager from the issuance of a notice of award to be fully transitioned into all of the City's mechanical facilities. The City's Fleet and Garage Manager will coordinate the Applicant's activities with those of the current contractor to ensure an orderly transition. At the conclusion of the Agreement which may include any possible options to renew, the Applicant will coordinate their activities with any new supplier to ensure an orderly transition.

**B. CORE PRODUCT LIST**

Lubricant Product	Product Sizing					Estimated Annual Quantities	
	946ml/1L	3.785ml/4L	18.9L Pail	208L Drum	Per L/Bulk Delivery		
0W16 Fully Synthetic	X			X		100	Litres
0W20 API SP Fully Synthetic	X			X		100	Litres
5W20 API SP Synthetic Blend	X			X		1800	Litres
5W30 API SP Synthetic Blend	X			X		500	Litres
10W30 CK4 Synthetic Blend	X			X		1800	Litres
15W40 CK4 Synthetic Blend	X			X	X	2300	Litres
15W40 SNG ISO Synthetic Tech			X	X		400	Litres

75W90				X		200	Litres
80W140 Synthetic				X		400	Litres
AW46				X		200	Litres
SAE30W				X		400	Litres
CAT HYDO SAEW10 Equivalent			X	X		400	Litres
THF1000 equivalent					X	1200	Litres
HD ISO 32	X					40	Litres
Mercon V Equivalent	X					100	Litres
Mercon LV Equivalent	X			X		400	Litres
Case Hytrans Equivalent			X			400	Litres
Autrans Synthetic 295 Equivalent			X			200	Litres
AMSOIL Signature Synthetic ATF equivalent				X		400	Litres
EP1 5% Moly grease cartridges						200	cartridges
EP2 5% Moly grease cartridges						200	cartridges



**SCHEDULE B – APPLICATION FOR A STANDING OFFER AGREEMENT**

**RFA-SOA Title: Supply and Delivery of Lubricants, Oils and Greases**

**RFA-SOA No.: 1220-060-2025-001**

**APPLICANT:**

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

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

1. It is understood and agreed by the Applicant that should this Application be selected by the City, it will result in a Standing Offer only and the Goods and Services will be ordered by the City solely on an "as and when required" basis. The aggregate value of Goods and Services which may be ordered is conditional upon the needs of the City. No compensation will be accrued, owed or paid to any Applicant in the event that the Goods and Services are not ordered. If a Standing Offer is executed by the City, at the sole option of the City, the City may place an Order for Goods and Services specified in the Order and the Applicant agrees to provide those Goods and Services. The parties agree that the City may not place any Order for Goods and Services with the Applicant for the duration of the term of the Standing Offer. The parties agree that the City may purchase identical or similar Goods and Services from any other source.

2. The Applicant offers to supply to the City of Surrey the Goods and Services for the prices plus applicable taxes as follows:

Line Item #	Lubricant Product	Estimated Annual Quantities	Unit of Measure	Brand Name of Product	Product Catalogue Number	Product Sizing	Price Per Litre
1.	0W16 Fully Synthetic	100	Litres			946ml/1 Litre Bottle	\$
						208 Litre Drum	\$
2.	0W20 API SP Fully Synthetic	100	Litres			946ml/1 Litre Bottle	\$
						208 Litre Drum	\$
3.	5W20 API SP Synthetic Blend	1800	Litres			946ml/1 Litre Bottle	\$
						208 Litre Drum	\$
4.	5W30 API SP Synthetic Blend	500	Litres			946ml/1 Litre Bottle	\$
						208 Litre Drum	\$
5.	10W30 CK4 Synthetic Blend	1800	Litres			946ml/1 Litre Bottle	\$
						208 Litre Drum	\$
6.	15W40 CK4 Synthetic Blend	2300	Litres			946ml/1 Litre Bottle	\$
						208 Litre Drum	\$
						Bulk	\$
7.	15W40 SNG ISO Synthetic Tech	400	Litres			18.9 Litre Pail	\$
						208 Litre Drum	\$
8.	75W90	200	Litres			208 Litre Drum	\$
9.	80W140 Synthetic	400	Litres			208 Litre Drum	\$
10.	AW46	200	Litres			208 Litre Drum	\$

11.	SAE30W	400	Litres			208 Litre Drum	\$
12.	CAT HYDO SAEW10 Equivalent	400	Litres			18.9 Litre Pail	\$
						208 Litre Drum	\$
13.	THF1000 equivalent	1200	Litres			Bulk	\$
14.	HD ISO 32	40	Litres			946ml/1 Litre Bottle	\$
15.	Mercon V Equivalent	100	Litres			946ml/1 Litre Bottle	\$
16.	Mercon LV Equivalent	400	Litres			946ml/1 Litre Bottle	\$
						208 Litre Drum	\$
17.	Case Hytrans Equivalent	400	Litres			18.9 Litre Pail	\$
18.	Autrans Synthetic 295 Equivalent	200	Litres			18.9 Litre Pail	\$
19.	AMSOIL Signature Synthetic ATF equivalent	400	Litres			208 Litre Drum	\$
20.	EP1 5% Moly grease cartridges	200	cartridges			Price Per Cartridge	\$
21.	EP2 5% Moly grease cartridges	200	cartridges			Price Per Cartridge	\$

Notes:

1. Applicable sales taxes and environmental fees extra.
2. Prices to be quoted in Canadian currency.
3. Prices are to be quoted F.O.B. Destination, including freight, unloading at destination, import duties, brokerage fees, royalties, handling charges, overhead, profit and all other costs included.
4. Lowest or any Application may not necessarily be accepted.



**Additional Fees and Costs Associated with providing the Goods and Services**

The proposed Application provides that expenses are to be included within the fee, other than the expenses listed below. Please indicate any expenses that would be payable in addition to the proposed fees set out above (e.g., drum charges):

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**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. If this offer is accepted by the City, such offer and acceptance will create a Standing Offer as described in:
  - (a) Standing Offer Agreement;
  - (b) the specifications set out above and in Schedule A, to Attachment 1, of the Request;
  - (c) the Request;
  - (d) this Application;
  - (e) an Order (if any); and
  - (f) other terms, if any, that are agreed to by the parties in writing.
  
4. Capitalized terms used and not defined in this Application will have the meanings given to them in the Standing Offer. Except as specifically modified by this Application, all terms, conditions, representations, warranties and covenants as set out in the Standing Offer will remain in full force and effect.
  
5. I/We have reviewed the RFA-SOA Attachment 1 – Standing Offer Agreement – Goods and Services. 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>
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**Changes and Additions to Specifications:**

6. In addition to the warranties provided in the Agreement, this Application includes the following warranties:
   
  


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7. I/We have reviewed the Standing Offer Agreement. If requested by the City, I/we would be prepared to enter into an agreement that incorporates the Standing Offer Agreement, amended by the following departures (list, if any):

<b>Section</b>	<b>Requested Departure(s) / Alternative(s) / Additions</b>
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**Experience and Qualification**

- 8. Provide an executive summary that outlines your company including the background, years in business under the current entity and relevant experience in delivering goods and services similar to the requirements of this RFA-SOA.

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- 9. Describe three (3) specific examples of recent work or contracts completed by your company that required the provision of goods and performance of services most similar to the Goods and Services described in this RFA-SOA (to the extent possible). The information provided should include the scope of work provided including quantities and type of work completed.

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- 10. Applicant should provide information on the background and experience of all key personnel proposed to provide the Goods and Services (use the spaces provided and/or attach additional pages, if necessary):

**Key Personnel**

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

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

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

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

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

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

Description of Goods and Services	Sub-Contractors Name	Years of Working with Applicant	Telephone Number and Email

- 12. The City of Surrey requires that the successful Applicant have the following in place before performing 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) Applicant's qualified coordinator for Health and Safety 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 [Contractors Certificate of Insurance](#);
- (d) City of Surrey or Intermunicipal Business License: Number \_\_\_\_\_;
- (e) If the Applicant's Goods and Services are subject to GST, the Applicant's GST Number is \_\_\_\_\_; and
- (f) If the Applicant 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 Application, we advise that we have the ability to meet all of the Section 12 requirements except as follows (list, if any):

Section	Requested Departure / Alternative(s)

- 13. The Applicant acknowledges that the departures it has requested in Sections 7 and 12 of this Application 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.

**Operations Capabilities & Approach**

- 14. How does your company propose to respond to requests for the supply and delivery of Goods and performance of Services as set out in the RFA-SOA? This should include the initial request for Goods and Services from the City to arrival of Goods and Services at the requested site through to invoicing and ongoing customer service.

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- 15. As an option to the specifications/requirements as set out in this RFA-SOA, Applicants should discuss what elements are included (if any) in an optional "Keep Full" program and

the functions and benefits of these elements to the City. The discussion should address the timeframe to deliver and set up tanks and storage containers. *(At City's sole option to accept.)*

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16. Applicants should describe how they will ensure that only OEM approved Goods are delivered to the City, and that the lubricants, oils and greases arrive in a timely manner. Applicant should include with its Application proposed product specification sheets.
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17. I/We the undersigned duly authorized representatives of the Applicant, having received and carefully reviewed the RFA-SOA including without limitation the draft Standing Offer Agreement submit this Application in response to the RFA-SOA.

This Application is offered by the Applicant this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**APPLICANT**

I/We have the authority to sign on behalf of the Applicant.

\_\_\_\_\_  
(Legal Name of Applicant)

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

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

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

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