



## REQUEST FOR QUOTATIONS

**Title:** Supply and Delivery of Various Pipes

**Reference No.:** 1220-040-2024-090

**FOR THE SUPPLY OF GOODS**

(General Services)

Issue Date: November 13, 2024

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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 and delivery 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, services or terms that exceed the minimum requirements.

### 2. NATURE OF A STANDING OFFER AGREEMENT

It is understood and agreed by the Contractor that should its Quotation be selected by the City, it will result in a standing offer agreement, a draft of which is attached as Attachment 1 – Standing Offer Agreement – Goods (“**Standing Offer Agreement**”) and the Goods will be ordered solely on an “as and when required” basis. Upon executing the Standing Offer Agreement, the Contractor agrees to provide any Goods ordered on the terms set out in the Standing Offer Agreement. The Standing Offer Agreement does not guarantee the quantity of Goods that will be ordered or that any orders will be placed with the Contractor. The aggregate value of the Goods which may be ordered is conditional upon the needs of the City. No compensation will be accrued, owed or paid to any Contractor if Goods are not ordered. The Standing Offer Agreement does not limit or preclude the right of the City to purchase identical or similar goods from any other source.

### 3. 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)

Confirmation of receipt of emails will be issued. Quotations that cannot be opened or viewed may be rejected. A Contractor bears all risk that the City’s receiving computer equipment functions properly so that the City receives the Quotation.

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

### 4. DATE

The City would prefer to receive Quotations on or before **December 3, 2024** (the “**Date**”).

### 5. INQUIRIES

All inquiries related to this Request for Quotations (the “RFQ”) 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: 1220-040-2024-090

Inquiries should be made no later than 7 business days before the Date set out in Section 3. The City reserves the right not to respond to inquiries made within 7 business days of the Date set out in Section 3. Inquiries and responses will be recorded and may be distributed to all Contractors at the discretion of the City.

Contractors finding discrepancies or omissions in the Agreement or RFQ, 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 RFQ, the City Representative will issue an addendum in accordance with Section 5. No oral conversation will affect or modify the terms of this RFQ or may be relied upon by any Contractor.

## **6. 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) 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 RFQ. It is the responsibility of Contractors to check the Websites 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.

## **7. NO CONTRACT**

This RFQ is simply an invitation for quotations (including prices and terms) for the convenience of all parties. It is not a tender or a request for proposals and no obligations of any kind will arise from this RFQ or the submission of a Quotation. The City may negotiate changes to any terms of a Quotation, including terms in Attachment 1 and Schedules A and B and including prices, and may negotiate with one or more Contractors or may at any time invite or permit the submission of quotations (including prices and terms) from other parties who have not submitted Quotations. The lowest cost or any quotation received will not necessarily be accepted. The City reserves the right to reject any or all quotations received. The City reserves the right to terminate this RFQ process in its entirety.

## **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 - Specifications of Goods to Attachment 1 – Quotation 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 5 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 Specifications of Goods to Attachment 1 – Standing Offer 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 - Specifications of Goods to Attachment 1 – Standing Offer Agreement - Goods, such that that the proposed Equivalency will serve the purpose for which it is intended to be used equally as well. Quotations 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 quotation. 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 5). The City is not obligated to review or accept any quotation for an Equivalency. Without limiting the City’s discretion as set out in this section 14, the City may specifically refuse to approve a quotation 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 – Specifications of Goods to Attachment 1 – Standing Offer Agreement - Goods.

#### **15. MULTIPLE CONTRACTORS**

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 Contractors to enter into discussions with the City for one or more Contracts to provide a portion or portions of the Goods. If the City exercises its discretion to divide up the Goods, the City will do so reasonably having regard for the RFQ and the basis of Quotations.

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 entering into one or more Contracts with one or more Contractors.

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

**Reference RFQ Title: Supply and Delivery of Various Pipes**

**THIS AGREEMENT** dated for reference this \_\_\_\_\_ day of \_\_\_\_\_, 2024 (the “**Effective Date**”)

**Reference No.: 1220-040-2024-090**

**BETWEEN:**

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

**OF THE FIRST PART**

**AND:**

\_\_\_\_\_  
(the “**Contractor**”)

[INSERT THE FULL LEGAL NAME AND ADDRESS OF CONTRACTOR]

**OF THE SECOND PART**

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

***SUPPLY AND DELIVERY OF SUPPLY AND DELIVERY OF VARIOUS PIPES***

**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 Contractor 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**” 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) **“Delivery Date”** means the delivery date(s) for the applicable Goods as set out in a Requisition or as otherwise agreed between the parties;
- (e) **“Delivery Location”** means 19365 – 22<sup>nd</sup>. Avenue, Surrey, British Columbia (Stokes Pit), or such other address as the Department Representative directs by written notice to the Contractor;
- (f) **“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;
- (g) **“Effective Date”** means the date first above written;
- (h) **“Goods”** means the equipment or materials that are the subject of this Agreement;
- (i) **“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;
- (j) **“Requisition”** means a request for Goods issued by, or through, the City to the Contractor from time to time for the purchase of Goods, which request may be in the form of a written order form, an online/electronic ordering system, or such other form or method agreed between the City and the Contractor to constitute a Requisition;
- (k) **“Specifications”** means the specifications and requirements set out in Schedule A – Specifications of Goods and any additional specifications and requirements as may be further identified and described in Schedule B – Quotation Extracts; provided that despite any details contained in Schedules A or B, the Specifications shall at all times be deemed to comply with best commercial practices, contain only new materials, and be of first-class quality and workmanship; and
- (l) **“Standing Offer”** means the standing offer arrangement between the City and the Contractor, the nature of which is discussed in Section 4.

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; 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.

### **STANDING OFFER**

4. This Agreement is a standing offer arrangement and the following provisions apply to the requisition of Goods under this Agreement:
  - (a) The Goods will be ordered by the City solely on an “as and when required” basis at any time and from time to time during the Term through use of a Requisition. The Contractor agrees to provide the quantity of the Goods ordered in each Requisition, on the terms and conditions of this Agreement;
  - (b) The aggregate quantity of Goods which may be ordered is conditional upon the needs of the City;
  - (c) Except as specifically set out in this Agreement, no compensation will be accrued, owed or paid to the Contractor if Goods, or a minimum quantity of Goods, are not ordered. This Agreement does not guarantee the City will purchase any Goods from the Contractor;
  - (d) All orders, including the timing of the order, the quantity of the Goods required, and delivery schedule, are at the sole and absolute discretion of the City and may be subject to approval by other parties and applicable budget and financing approvals; and
  - (e) The City, at all times, retains the right, in its sole and absolute discretion to order Goods or any other items (including new, replacements or upgraded Goods) from other sources.

### **GOODS**

5. The Contractor covenants and agrees that it will, if ordered by the City, provide the Goods in accordance with this Agreement. The Contractor is solely responsible to ensure all Goods meet the Specifications and will provide proof of compliance as and when requested by the City. No review, inspection or acceptance of the Goods by the City will release the Contractor from its obligations to meet the Specifications.
6. The Contractor will complete and deliver the Goods free and clear of all liens and encumbrances in the quantities, and in accordance with the schedule, set out in the Order or as otherwise agreed between the parties. Goods will not be deemed or construed to be delivered until received by the City.

7. The City may from time to time, by written notice to the Contractor make changes to the Goods.
8. The Goods identified in Schedule B – Quotation Extracts will be considered the core Goods list (the “**List**”) and will constitute the catalogue of Goods from which the City and its personnel will select and order Goods through Requisitions. The Contractor shall keep the 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 List. The Contractor will further ensure its online ordering catalogue is limited to the List and does not include any additional goods.
9. The Contractor will provide the Goods in a competent, diligent and efficient manner to the full satisfaction of the City. The Contractor warrants and represents the Contractor, and any persons performing any part of the Goods, have the skills, qualifications, expertise and experience necessary to provide the Goods in a competent and professional manner and will provide the Goods with the standard of care, skill and diligence normally provided by an experienced, reputable and professional contractor providing similar goods. The Contractor will be responsible for the professional quality, technical accuracy, timely completion and coordination of all reports and other services furnished by the Contractor.

#### **DELIVERY LOCATION**

10. The Contractor 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 Contractor shall ensure the integrity of the Goods during transportation, handling and temporary storage. Due regard shall be given by the Contractor 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 Contractor’s sole responsibility.

#### **MARKETABLE TITLE**

11. The Contractor 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 encumbrances, upon delivery to the Delivery Location. The Contractor 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 Contractor 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 Contractor from any obligations under this Agreement.

## **PURCHASE PRICE**

14. The City will pay to the Contractor, the unit price(s) as set out in Schedule B – Quotation Extracts, applicable to the Goods less any Contractor or third-party discounts (if any) (the “**Purchase Price**”), payment will be made for the actual measured quantities at the respective unit prices, plus applicable GST & PST thereon. The Contractor will not be entitled to receive any additional payment from the City. The Purchase Price includes the price of any Goods added to this Agreement during the Term as a result of changes to the Lists agreed to by the parties in accordance with Section 8, which prices may be identified on the agreed List or by separate corollary document agreed to by the parties and despite such additions, and the corresponding prices, not being set out in an amending agreement or formal amendment to Schedule B – Quotation Extracts.
15. Despite any price set out in Schedule B – Quotation Extracts, the Contractor will extend to the City all manufacturer’s price concessions, discounts, rebates and factory incentive pricing whenever available and to ensure that the City is provided the best price available.
16. The Purchase Price will be the entire compensation owing to the Contractor for the performance of the Contractor’s obligations under this Agreement. The Purchase Price is all-inclusive and includes, without limitation, all profit and all costs of general management, supervision, support services, insurance, labour, materials, equipment, transportation and delivery, import duties and taxes, brokerage, royalties, handling, overhead, financing and all other costs and expenses whatsoever incurred by the Contractor for the supply and delivery of the Goods.

## **PRICING ADJUSTMENTS**

17. The proposed core Good Purchase Prices submitted as set out in Schedule B – Quotation Extracts will remain firm from the Effective Date for a period of one year. After the Term:
  - (a) any pricing correction request from the Contractor must be accompanied by appropriate documentation (i.e., manufacturer’s letter of increases) to support any price adjustment. Contractor performance received under the Agreement may be considered when contemplating any proposed Purchase Price increase;
  - (b) the Contractor should provide written notice to the City at least ninety (90) days prior to the term expiry date if requesting a pricing change;

- (c) if for any reason, the Contractor and the City cannot agree on the new Purchase Price within the specified timeframe, the effective date of any new Purchase Price(s) will be adjusted to allow for thirty (30) days prior notice to the City;
  - (d) if a pricing correction is not requested the Purchase Prices will remain the same until next scheduled pricing correction. Decreases to any Purchase Price shall be accepted at any time during the Term of the Agreement; and
  - (e) Agreements will be amended accordingly, if necessary.
18. Purchase Prices will be in Canadian fund, F.O.B. Destination, Freight Prepaid to the Delivery Location.

### **TERM**

19. This Agreement will commence upon the Effective Date and will continue for an initial period of one (1) year unless renewed or terminated earlier (collectively, the “**Term**”).
20. The City may, at its option, upon three (3) months prior written notice to the Contractor elect to renew this Agreement after the Term on the same terms and conditions, save and except the Purchase Price, for four (4) further periods of one (1) year each. If the City exercises its option(s) to renew, the City and the Contractor will negotiate in good faith the Purchase Price for the renewal period in accordance with Section

### **PAYMENT**

21. 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, any applicable taxes payable, as separate line items and the complete Purchase Price calculations, including extensions and discounts.
22. 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.
23. Unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of Canada.

24. Payments to Contractors will be made through Electronic Funds Transfer (EFT), directly into the Contractor's bank account.

## **DEFICIENCIES**

25. 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.
26. 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**

27. 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.
28. 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.
29. 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.
30. 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**

31. 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.
32. 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.
33. 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.
34. 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**

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

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

## **INSPECTIONS**

36. 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**

37. 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**

38. 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**

39. 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**

40. 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**

41. 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**

42. 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**

43. 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**

44. 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.
45. 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**

46. 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.

**ENUREMENT**

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

This Quotation Agreement is executed by the Contractor this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**CONTRACTOR**

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

\_\_\_\_\_  
(Legal Name of Contractor)

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

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

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

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

This Quotation Agreement is executed by the City of Surrey this \_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF SURREY**

by its authorized signatory:

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

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

## SCHEDULE A – SPECIFICATIONS OF GOODS

### A. GENERAL

1. **Scope.** The City of Surrey (the “City”) is seeking one or more qualified Contractors with proven ability to supply and deliver a variety of pipes and related products (the “Goods”) on an as and when required basis, either directly or through its subcontractors/suppliers. The type, quantity and variety of the Goods will be selected by the City from time to time.

The following is a list of the preferred Goods:

#### **Part A – Polypropylene Pipe**

#### **Part B – Polyethylene Pipe**

#### **Part C – Steel Reinforced (HDPE) Ribbed Pipe**

#### **Part D – Corrugated Aluminum Alloy Pipe**

It is the City’s intention to award each Part separately for a total of up to 3 awarded Contractors. Contractors are not required to submit a Quotation for all parts but are required to submit a price on all requirements for a given part. If the Contractor is not submitting pricing for any part of the Schedule B – Price Schedule they should select the box “We will not be submitting for Price Schedule – Part “X” at the top of the price schedule in Schedule B – Form of Quotation.

The City reserves the right to add or delete items not listed herein but may be required throughout the Term. Those items will become part of the standing offer agreement and subject to all the same terms and conditions.

2. **Quantities.** Quantities ordered will be based on approved budgets and operational needs.
3. **Requisition of Goods.** Requisitions may be issued from time to time over the Term. It is anticipated that a Requisition for an initial order will be issued promptly upon contract award. Goods will be ordered on an “if, as and when required” basis.
4. **No Substitutions.** Except where identified Goods has been discontinued or are not readily available at the commencement of the Agreement Term, the City will not consider substitutions.
5. **Delivery.** The Contractor will provide the City with 24 hours’ prior notice of each delivery of the Goods.

**B. DETAILS**

**1. SPECIFICATIONS / STANDARDS FOR PIPE, FOR CULVERTS AND FLOOD BOXES**

This item shall consist of the supply of pipe culverts in accordance with these specifications.

**1.1 PIPE**

Materials shall meet the requirements specified below. All supplied pipe shall be made of virgin non recycled materials. Embedment material used at the construction site will meet the AASHTO Class IV Classification. Pipe supplied shall meet the following loading criteria. The Pipe shall be able to maintain their shape without deformation under 4 meters of backfill combined with H-20 loading.

The pipe shall be of the type called for in this Schedule A – Specifications of Goods and shall be in accordance with the following appropriate requirements:

(a) Corrugated Aluminum Alloy Culvert Pipe	<ul style="list-style-type: none"><li>• ASTM B 745</li><li>• Corrugation profile and metal thickness shall meet the loading and backfill requirements.</li><li>• Metal couplers shall provide a soil tight seal</li><li>• Pipe shall be supplied in 10m sections</li></ul>
(b) Large Diameter Corrugated Polyethylene or Polypropylene Pipe	<ul style="list-style-type: none"><li>• ASTM F 667 and/or CSA B 182.8</li><li>• Minimum pipe stiffness of 320 kPa at 5% deflection when tested in accordance with ASTM D2412</li><li>• Exterior pipe corrugation to be embossed with a stiffness rating as required by CSA B182.8</li><li>• Bell and spigot to be certified to CSA B182.8</li><li>• Joints shall be water tight and shall meet or exceed the 100kPa CSA Standard B182,13 leakage requirement</li><li>• The pipe shall be formed of double or triple wall construction</li></ul>
(c) Steel Reinforced Thermoplastic (HDPE) Ribbed Pipe and Fittings for Non-Pressure Drainage and Sewerage	<ul style="list-style-type: none"><li>• Pipe shall be steel reinforced polyethylene corrugated pipe with a smooth waterway wall and shall meet ASTM F2562 or ASTM F2435-12.</li><li>• Joints shall be water tight and shall meet or exceed the 100kPa CSA Standard B182,13 leakage requirement</li><li>• Pipe supplied shall meet the AASHTO Designation MP-20</li></ul>

## 1.2 RUBBER GASKETS

Rubber gaskets for polyethylene, polypropylene or steel reinforced polyethylene Pipe shall conform to the requirements of ASTM F 477.

## 1.3 PLASTIC GASKETS

Plastic gaskets shall conform to the requirements of AASHTO M 198 (Type B).

## 1.4 PIPE JOINTS

Joints shall be made with (1) rubber gaskets, (2) plastic gaskets, or (3) coupling bands.

- (a) **Metal Pipe.** Metal pipe shall be firmly joined by form fitting bands conforming to the requirements of ASTM A 760 for steel pipe and AASHTO M 196 for aluminum pipe.
- (b) **Polyethylene or Polypropylene Pipe.** Joints for Polyethylene or Polypropylene pipe shall conform to the requirements of ASTM D 3212.

## 1.5 METHOD OF MEASUREMENT

The length of pipe shall be measured in linear meters. The several classes, types and size shall be measured separately.



**QUOTATION**  
**SCHEDULE B**

**RFQ Title: Supply and Delivery of Various Pipes**

**RFQ No.: 1220-040-2024-090**

**CONTRACTOR:**

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

**Primary 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 Contractor that should its Quotation be selected it will result in a standing offer agreement (“**Standing Offer Agreement**”) only and the Goods will be ordered solely on an “as and when required” basis. The aggregate value of the Goods which may be ordered is conditional upon the needs of the City. No compensation will be accrued, owed or paid to any Contractor if Goods are not ordered. Upon executing the Standing Offer the Contractor agrees to provide any Goods ordered by the City on the terms set out in the Standing Offer. The Standing Offer does not guarantee the quantity of Goods that will be ordered or that any orders will be placed with the Contractor. The Standing Offer does not limit or preclude the right of the City to purchase identical or similar goods from any other source.
2. The Contractor offers to supply the Goods to the City for the prices plus applicable taxes as follows:

3. 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 of Goods set out above and in Schedule A;
  - (c) the Agreement;
  - (d) this Quotation; and
  - (e) other terms, if any, that are agreed to by the parties in writing.
  
4. Capitalized terms used and not defined in this Quotation will have the meanings given to them in the Agreement and the RFQ. Except as specifically modified by this Quotation, all terms, conditions, representations, warranties and covenants as set out in the Agreement and RFQ will remain in full force and effect.
  
5. I/We have reviewed the RFQ Attachment 1 – 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):

<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 Attachment 1 – Quotation Agreement - Goods, this Quotation includes the following warranties:

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7. I/We have reviewed the RFQ Attachment 1 – Standing Offer Agreement - Goods, 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):

<b>Section</b>	<b>Requested Departure(s) / Alternative(s) / Additions</b>
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**8. PRICING AND ADDITIONAL TERMS**

**A. PRICING AND PAYMENT TERMS**

- 1. **Currency.** All prices are expressed in Canadian dollars.
- 2. **Pricing.** Prices are FOB Destination, all inclusive (including packing, delivery, duty, brokerage, tariffs, environmental fees (if applicable) and fixed and firm. Federal goods and services tax (“GST”) and Province of British Columbia provincial sales tax (“PST”) is not included in pricing. The City may increase or decrease quantities without affecting the unit prices shown.
- 3. **Rebates and Discounts.** The City shall be entitled to the benefit of any rebates or discounts offered (if any) by the Contractor, manufacturers, suppliers and others with respect to the Goods. The Contractor will apply any rebates or discounts as a credit on the applicable invoice; provided that if there are procedures for claiming rebates or discounts, the Contractor will co-operate with, and support the City, in submitting the claims.
- 4. **Payment Terms.** Payment Terms. 30 days following receipt of the Goods to which the payment relates, or receipt of an invoice by Accounts Payable, whichever is later.
- 5. **Early Payment Discount.** A cash discount of \_\_\_\_\_% will be allowed if invoices are paid within \_\_\_\_ days.

**B. PRICE SCHEDULES**

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

**Price Schedule Part A – Polypropylene Pipe**

<input type="checkbox"/> We will not be submitting for Price Schedule Part A - Polypropylene Pipe						
Item #	Size	Manufacturer	Part Number	Lead Time	U/M	Price Per Lineal Metre
1.	750 mm				Metre	\$
2.	900 mm				Metre	\$
3.	1200 mm				Metre	\$

**Price Schedule Part B – Polyethylene Pipe**

<input type="checkbox"/> We will not be submitting for Price Schedule Part B - Polyethylene Pipe						
Item #	Size	Manufacturer	Part Number	Lead Time	U/M	Price Per Lineal Metre
5.	750 mm				Metre	\$
6.	900 mm				Metre	\$

**Price Schedule Part C – Steel Reinforced (HDPE) Ribbed Pipe**

<input type="checkbox"/> We will not be submitting for Price Schedule Part C - Steel Reinforced (HDPE) Ribbed Pipe						
Item #	Size	Manufacturer	Part Number	Lead Time	U/M	Price Per Lineal Metre
7.	900 mm				Metre	\$
8.	1200 mm				Metre	\$

**Price Schedule Part D – Corrugated Aluminum Alloy Pipe**

<input type="checkbox"/> We will not be submitting for Price Schedule Part D - Corrugated Aluminum Alloy Pipe						
Item #	Size	Manufacturer	Part Number	Lead Time	U/M	Price Per Lineal Metre
11.	750 mm				Metre	\$
12.	900 mm				Metre	\$
13.	1200 mm				Metre	\$

Notes:

1. Plus GST and PST.
2. Payment for Pipe will be made at the quoted unit price per linear meter for each kind of pipe of the type and size designated.
3. Contractors should provide the manufacturer name and part number where required in each table.
4. The City reserves the right to add or delete items listed in the above Pricing Schedule or entire parts of the quotation based on the business needs of the City and budget.
5. Unit Prices based on a one 1-year term. (Pricing provided will remain firm for the duration of the Term and there will be no exception for requested increased throughout the Term.)

**C. Additional Information**

1. Describe in detail your:

(a) manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in addition to your response below:

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(b) describe your proposed exchange and return programs and policies.

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2. **After Purchase Support** (Note: Describe after purchase support, including location of these services, service desk phone number and hours of operation, and how City's needs will be addressed in critical times. Include depth and breadth of support.)

By Contractor:

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By Manufacturer:

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3. I/We the undersigned duly authorized representatives of the Contractor, having received and carefully reviewed the RFQ including without limitation the draft Agreement submit this Quotation in response to the RFQ.

**This Quotation** is offered by the Contractor this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

**CONTRACTOR**

I/We have the authority to bind the Contractor.

\_\_\_\_\_  
(Full Legal Name of Contractor)

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

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