



CITY OF BURNABY

REQUEST FOR QUOTATION

#163-06-22

Supply and Delivery of
Various Janitorial Products

July 20, 2022

TABLE OF CONTENTS

1.0	INTRODUCTION.....	3
2.0	INSTRUCTIONS TO BIDDERS	4
3.0	GENERAL CONDITIONS	7
4.0	SPECIAL CONDITIONS	9
5.0	EVALUATION CRITERIA.....	10
6.0	ATTACHMENTS	Error! Bookmark not defined.

1.0 INTRODUCTION

1.1 INTENT

The intent of this Request for Quotation (“RFQ”) is to obtain Quotations for supply and delivery of various janitorial products on an “as and when required” basis. The issue of these documents does not confer any licence or grant for any other purpose.

1.2 SCOPE OF WORK

To supply and deliver various janitorial products in accordance with the attached terms, conditions, requirements, and **Appendix A – Product and Price Sheet**.

Quantities shown on **Appendix A – Product and Price Sheet** are estimates based on previous history. The City of Burnaby (“City”) does not warrant or guarantee these amounts will be purchased.

1.3 DOCUMENT AVAILABILITY AND RESPONSIBILITY

This RFQ is being issued electronically through the on-line bidding system at <https://burnaby.bidsandtenders.ca> where any interested party may download the RFQ document directly from the aforementioned website. No registration, tracking or other recording of RFQ document holders will be performed by the City. All addenda, amendments or further information will be published through <https://burnaby.bidsandtenders.ca>. It is the sole responsibility of the Bidder to monitor the website regularly to check for updates.

1.4 BRAND NAME

Unless otherwise specified, if, and wherever, the specifications state a brand name, make, name of manufacturer, trade name, or vendor catalogue number, it is for the purpose of establishing a grade or quality of the product only. It is not intended to rule out competition from equal brands or makes. If, however, product other than that specified is quoted, it is the Bidder’s responsibility to name such product in its Quotation. Evidence of equality in the form of specifications, pictures and descriptive literature should be submitted with the bid. The City may request a sample(s) for further review. If sample(s) is/are requested and the bidder is not successful, bidders must arrange for pick up of the sample(s) at their own expense. Determination of equality shall be at the sole discretion of the City whose decision will be final.

1.5 DELIVERY

F.O.B. destination, delivery included to various City locations as indicated on the Purchase Orders. The City also requires the Contractor to allow for pickups.

Shipments to City warehouse has a maximum pallet Height of 54”. Shipments over 54” will be rejected at the Contractor’s expense.

1.6 RFQ TERMINOLOGY

“Bidder” means a party, a company or an individual that has obtained a copy of this Request for Quotation and submits, or intends to submit, a Quotation in response to this “Request for Quotation”;

“City” means the City of Burnaby;

“Contract” means the written agreement or purchase order resulting from this Request for Quotation awarded to and/or executed by the City and the successful Bidder(s);

“Contract Documents” means the Request for Quotation documents, that part of the Quotation which is accepted by the City, the purchase order(s) and executed agreement, if any, and all applicable specifications and drawings including those issued by the City to the Contractor and those submitted by the Contractor during the performance of the work and accepted by the City, whether produced before or after the date of award of the Contract as the same may be modified, amended, substituted or replaced in accordance with the provisions of the Contract from time to time;

“Contractor” means the successful Bidder(s) to this Request for Quotation who is/are awarded a Contract with the City;

“must”, “mandatory” or “required” means a requirement that must be met in order for a Quotation to receive consideration;

“Non-stock items” means materials that do not get stocked at the City of Burnaby’s central warehouse location and are ordered on an ad hoc basis;

“on-line bidding system” means the bids&tenders website available through <https://burnaby.bidsandtenders.ca>;

“RFQ” means Request for Quotation;

“should” or “desirable” means a requirement having a significant degree of importance to the objectives of the RFQ;

“Stocked Items” means materials that are regularly stocked at the City of Burnaby’s central warehouse location;

“Quotation” means the documents of the Bidder delivered to the City offering to perform the work as required under this RFQ; and

“Work” means all or any part of the services and/or materials required related to this RFQ and the obligations required from the Contractor under the Contract and include a Work change.

2.0 INSTRUCTIONS TO BIDDERS

1. The quoted prices shall be firm, FOB destination; delivery included as noted above, expressed in Canadian dollars and include all costs (freight, eco fees, fuel surcharge, additional levies/fees, custom, brokerage, pallet charges, and all other fees) associated for the supply and delivery of payment items as specified except GST & PST, which are to be shown separately.
2. **ELECTRONIC SUBMISSIONS ONLY**, shall be received by the on-line bidding system. Hardcopy submissions not permitted.

Bidders are cautioned that the timing of their submission is based on when the Quotation is **RECEIVED** by the on-line bidding system, not when a Quotation is submitted, as transmission can be delayed due to file transfer size, transmission speed, etc.

For the above reasons, it is recommended that sufficient time is given to complete your submission and to resolve any issues that may arise. **The closing time and date shall be determined by the on-line bidding system's web clock.**

Bidders should contact bids&tenders support listed below, at least twenty-four (24) hours prior to the closing time and date, if they encounter any problems. The on-line bidding system will send a confirmation email to the Bidder advising that their Quotation was submitted successfully. If you do not receive a confirmation email, contact bids&tenders support at support@bidsandtenders.ca.

Late submissions are not permitted by the on-line bidding system.

ELECTRONIC SUBMISSIONS of the Quotation marked “**RFQ #163-06-22 Supply and Delivery of Various Janitorial Products**”, bearing the name of the firm or individual bidding, will be received up to **3:00 p.m. PST Time August 10, 2022 DD through the on-line bidding system** at <https://burnaby.bidsandtenders.ca> for this specific opportunity.

3. Quotations on forms other than the attached will not be accepted. However, Bidders may attach additional information.
4. Quotations should be complete in every respect, signatures/initials of authorized persons on all pages and responses to all specifications and information requested. Failure to comply with this requirement may result in rejection of the Quotation. Any and all departures from and clarifications to the RFQ documents, should clearly be identified.
5. No unsolicited alterations or amendments to the Quotation submitted will be considered after the specified closing time.
6. Please note that the specifications contained herein identify the general requirements of the City. Equivalent or superior items may be given full consideration if descriptive literature on the equivalent is included with the bid. The City will be the sole judge of the equivalency of any item offered.

7. Bidders should carefully read the specifications attached. Any and all clarifications or exceptions to these specifications should be clearly indicated.
8. The City reserves the right to waive any informality in Quotations received when such waiver is in the best interest of the City, and to reject the Quotation of any Bidders, who, in the judgment of the City, is not in a position to satisfactorily perform the work of the RFQ documents.
9. The lowest cost or any Quotation received will not necessarily be accepted. The City reserves the right to reject any or all Quotations received.
10. The award of this RFQ, in whole or in part, is subject to the availability of funds and executive approval.
11. The City reserves the right to issue Contracts to more than one Bidder and/or issue like items to a Contractor when it is in the City's best interest.
12. Inspection and acceptance of the items will be made at delivery locations as advised.
13. The City reserves the right to conduct semi-annual or as needed business and performance reviews with the Contractor.
14. Except as expressly and specifically permitted in these Instructions to Bidders, no Bidder shall have any claim for any compensation of any kind whatsoever, as a result of participating in the RFQ and by submitting a Quotation, each Bidder shall be deemed to have agreed that it has no claim.
15. If a Bidder is in doubt as to the intended meaning of any part of this RFQ, or finds errors, omissions, discrepancies or ambiguities, a request for interpretation or correction should be submitted in writing, five days prior to the closing date, and, if deemed necessary by the City, an addendum will issued. This procedure also applies should the City, of its own accord, wish to expand or delete any part of these terms of reference.
16. Questions related to this RFQ are to be submitted ONLY to the Purchasing representative through the bids&tenders website at <https://burnaby.bidsandtenders.ca>. by clicking on the "Submit a Question" button for this specific opportunity.
17. The City reserves the right to accept a Quotation which is not the lowest in price, to reject any or all Quotations, to waive informalities, irregularities or other deficiencies in any Quotation and to accept a Quotation which does not conform strictly to the requirements of the RFQ documents, give preference to Quotations where the products, services or work methods are considered by the City in its absolute discretion to be superior, as well as cost effective, relative to products, services or work methods offered in environmentally other Quotations, give preference to Quotations which demonstrate products, services or work methods which are environmentally sensitive and which protect and preserve the natural environment, accept any Quotation it considers advantageous, and evaluate Quotations on the overall costs to it in respect of the performance of work, as estimated by it on all factors it deems relevant, including but not limited to, technical ability, commercial credibility, financial resources, environmental responsibility, the safety compliance record of the Bidder, non-performance by the Bidder on previous contracts with the City, increased cost anticipated by the City resulting from extra work in respect of inspection, contract administration or dispute resolution, and any security or safety concerns which the City may have in respect of the Bidder or its facilities or suppliers.

18. Bidders should submit a basic Quotation but may submit an alternate Quotation that may be less costly, of equivalent or better value to the City. Alternate Quotations should be clearly indicated as such. It is the City's intent to procure the specified products where possible in conjunction with best overall value to the City.

3.0 GENERAL CONDITIONS

1. Contract Term

The Contract term is from September 1, 2022 to August 31, 2023 with an option to extend for additional four (4) one (1) year terms, at the sole discretion of the City, should service prove reliable and prices remain competitive.

2. Pricing

Prices quoted shall be held firm for the initial Contract term. If the City elects to extend the contract for additional terms and the Contractor considers changing its prices, a written request shall be submitted for review by the City. The City will not consider any price increases that exceed the Canadian published Consumer Price Index for British Columbia "All Items". The quantities listed under **Appendix A – Product and Price Sheet** are estimates and the City does not guarantee that all or any quantities will be purchased. The City may add or remove items from the Contract on an "as and when required" basis in accordance with these terms and conditions.

3. Payment

Evaluated Receipt Settlement (ERS) is payment to the Contractor based on goods and/or services received without invoices. The confirmed goods are automatically paid based upon established Contract and/or purchase order prices. A monthly payment, based upon an agreed date, is made for all goods and/or services received up to the date of payment. The City reserves the right to determine which Contractor(s) will be set up on ERS, depending on expected volume.

Electronic Funds Transfer (EFT) is the preferred method of payment. EFT is a direct deposit into the Contractor's bank account in Canada. The payment advice pertaining to the EFT payment is emailed out separately two days prior to the payment deposit. The Contractors are required to accept payment by EFT as a commitment to the environmental form of payment selected by the City.

4. Delivery

The Contractor agrees to arrange and to pay for, transportation and delivery of any equipment and materials required by the Contractor to carry out the work of the Contract.

Unless otherwise notified by the Contractor, delivery of stock items is required within 48 hours of items being ordered. Time is of the essence.

3.1 Drop Ship Locations – Advance Shipping Notification

Advance Shipping Notification will be required to our end users department via email on all Drop Ship Orders. The packing slip should be emailed prior to the delivery. The email contact information will be advised accordingly.

3.2 Expediting/Back Order Reports

Expediting/Back Orders Reports will be sent by email to the Contractor. As part of the Contract requirements, Contractors shall provide updated ETA's as requested.

5. Work Approval

The whole of the work or service and the manner of performing the same shall be done to the entire satisfaction and approval of the City's representative and he shall be the sole judge of the work or service and materials in respect of both quantity and quality, and his decisions with regard to work or service and materials shall be final and binding upon the Contractor.

6. Representations, Warranties and Guarantees

The Contractor represents, warrants and guarantees that the material is, and will be, free from all defects arising from faulty design or application in any part of the material that has been provided by the Contractor. The Contractor represents, warrants and guarantees that the material is, and will be, free from all defects arising from faulty materials or workmanship for a minimum period of one (1) year. The Contractor represents and warrants that the Contractor has good and marketable title to all products and/or materials being purchased and they are free and clear of all liens, charges, encumbrances, or other third party claims whatsoever.

7. Indemnity

The Contractor shall indemnify and save harmless the City and its directors, officers, servants, employees, volunteers and agents from and against all claims, demands, proceedings, suits, losses, damages, costs and expenses of whatsoever kind or nature (including but not limiting the generality of the foregoing, in respect of death, injury, loss or damage to any person or property) arising in any way out of or connected with the work by the Contractor under this agreement, except to the proportionate extent that such actions, claims, demands, proceedings, suits, losses, damages, costs and expenses were caused by the indemnified parties or any of them.

7. Title

The materials remain under the care, custody and control of the Contractor and at the risk of the Contractor until materials, are delivered to, received and approved by the City at the specified destination.

8. Review

If either of the parties deems a change in the scope of work exists, a request may be made by the party for a fair and reasonable adjustment of either or both of an amount required to be paid, or a period of time within which work is to be performed, under the Contract. Where permitted under the Contract, the parties' representatives shall make every effort to reach agreement on, and, failing such agreement, the City's representative shall establish any adjustment to be made.

9. Compliance with Laws

The Contractor shall give all notices and obtain all the licences and permits required to perform the work. The Contractor shall comply with all the laws applicable to the work or performance of the Contract.

10. Governing Law

This Request for Quotation and any Contract(s) entered into between the successful Bidder(s) and the City will be governed by and be in accordance with the laws of the Province of British Columbia.

11. Termination of Contract

The City may, by notice of default to the Contractor, terminate in whole or in part the Contract if the Contractor fails to make delivery of the item(s) or to perform satisfactory work at the sole discretion of the City, on any provision of the Contract, and within the time specified, or within a reasonable time if no time is specified.

12. Force Majeure

Both parties shall not be liable for any excess costs if failure to perform is due to strike or lockout beyond the control of either party, or Acts of God.

13. Prior Consent To Assign

This Contract, or any part of it, or any benefit or interest in it, shall not be assigned by the Contractor without the prior written consent of the City and shall be deemed not to be an asset of the Contractor in the event of bankruptcy.

14. Ownership of Quotation and Freedom of Information

All documents, including Quotations, submitted to the City become the property of the City. They will be received and held in confidence by the City, subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.

4.0 SPECIAL CONDITIONS

1. Return of Goods

Bidders are to provide details on return of goods policy. The City will not accept a restocking fee for the return of stock items. State the cost involved for return of non-stock items, if applicable. The related paperwork to be supplied to the City within 15 days of items being picked up, if applicable.

2. WHMIS (Workplace Hazardous Materials Information System)

WHMIS – If applicable to products purchased, WHMIS labels are to be affixed to individual products. Current MSDS sheets are to be supplied with the initial shipment.

5.0 EVALUATION CRITERIA

Each compliant Quotation may be evaluated on the following criteria:

- The overall value that the Quotation represents to the City, based on quality, service and price;
- Conformance to the specifications;
- Track record of the Bidder;
- Product information provided with Quotation;
- Compliance to specifications;
- Value added offerings;
- Warranties offered;
- Delivery lead time; and
- References.