

SCHEDULE B -
APPLICATION FOR A
STANDING OFFER AGREEMENT

**Request For Standing Offer Title: City Infrastructure Emergency Repairs & Replacements**

**Request For Standing Offer No.: 1220-060-2024-003**

**APPLICANT**

**Legal Name:**

**Contact Person and Title:**

**Business Address:**

**Business Telephone:**

**Business Fax:**

**Business E-Mail Address:**

**CITY OF SURREY**

City Representative: Sunny Kaila, Manager, Procurement Services

E-mail for PDF Files: purchasing@surrey.ca

1. 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 the 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.
2. If this offer is accepted by the City, such offer and acceptance will create a Standing Offer as described in:
3. the Request;
4. the specifications of Goods and scope of Services set out above and in Schedule A, to Attachment 1, of the Request;
5. the Standing Offer Agreement;
6. this Application;
7. an Order (if any); and
8. other terms, if any, that are agreed to by the parties in writing.
9. 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.
10. The Applicant offers to supply to the City of Surrey the Goods and Services for the prices plus applicable taxes as follows:

|  |  |  |
| --- | --- | --- |
| F.O.B.Destination | 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. | Ship Via: |
| **TABLE 1: LABOUR RATES FOR REGULAR HOURS** |
| **Labour Category** | **Regular Hourly Labour Rates Applicants Own Forces (exclude GST)** | **Regular Hourly Labour Rates for Subcontractor Forces (exclude GST)** |
| Superintendent | $ | $ |
| Foreman | $ | $ |
| Journeyman | $ | $ |
| Apprentice | $ | $ |
| Skilled Labourer | $ | $ |
| *(State)* | $ | $ |

|  |
| --- |
| **TABLE 2: LABOUR RATES FOR OVERTIME HOURS** |
| **Labour Category** | **Overtime Hourly Labour Rates Applicants Own Forces (exclude GST)** | **Overtime Hourly Labour Rates for Subcontractor Forces (exclude GST)** |
| Superintendent | $ | $ |
| Foreman | $ | $ |
| Journeyman | $ | $ |
| Apprentice | $ | $ |
| Skilled Labourer | $ | $ |
| *(State)* | $ | $ |

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| **TABLE 3: HOURLY EQUIPMENT RATES** |
| **Labour Category** | **Regular Hourly Equipment Rates Applicants Own Forces (exclude GST)** | **Regular Hourly Equipment Rates for Subcontractor Forces (exclude GST)** |
| Excavators | $ | $ |
| Backhoes | $ | $ |
| Tandem Dump Truck | $ | $ |
| Crane Truck | $ | $ |
| *(State)* | $ | $ |

The labour rates are all inclusive including, without limitation, wages, benefits, vehicle, fuel, tools, mobilization and demobilization, overhead and profit.

**TABLE 3: OVERTIME RATES APPLY AT WHAT TIME?**

Overtime Rates apply at the following time:

Between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hrs. & \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hrs. Monday to Friday; and

Between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hrs. & \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hrs. Weekends and Holidays.

**TABLE 4: EMERGENCY CALL-OUT RATES:**

1. Rate for emergency call out is $ \_\_\_\_\_\_\_\_\_\_\_\_ per hour.
2. Minimum charge for an emergency call out is $ \_\_\_\_\_\_\_\_\_\_\_.
3. Trip charge for an emergency call out is $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**TABLE 5: MARK-UP PERCENTAGES:**

1. Percent of mark up on repair parts including overhead and profit: \_\_\_\_\_\_\_\_\_\_\_%.
2. Rental equipment percentage on cost: \_\_\_\_\_\_\_\_\_\_\_ %
3. Sub-contractor mark-up percentage is \_\_\_\_\_\_\_\_\_\_\_\_ %.

**TABLE 6: RESPONSE TIMES:**

|  |  |
| --- | --- |
| **Type of Service Required** | **Maximum Response Time In Hours** |
| Regular Service Response Time will be next day. |  |
| Emergency Service Response Time during Regular and Outside of Regular hours. | Within 1 hour |

1. In addition to the warranties provided in the Standing Offer Agreement this offer includes the following warranties (use the spaces provided and/or attach additional pages, if necessary):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. Applicant’s relevant experience and qualifications in delivering Goods and Services similar to those required by the Request (use the spaces provided and/or attach additional pages, if necessary):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. Applicant's references (name and telephone number). The City’s preference is to have a minimum of three references;

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1. 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. 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** |
|  |  |  |  |
|  |  |  |  |

1. I/We have reviewed the Draft 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):

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. The City of Surrey requires that the successful Applicant have the following in place before performing the Services:
2. Workers’ Compensation Board coverage in good standing and further, if an “Owner Operator” is involved, personal operator protection (P.O.P.) will be provided,
3. Workers' Compensation Registration Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;
4. Prime Contractor coordinator is Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and Contact Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;
5. 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](http://www.surrey.ca/files/DCT_Consultants_Form_Certificate_of_Insurance_2014.docx);
6. City of Surrey Intermunicial Business License: Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;
7. If the Applicant’s Goods and Services are subject to GST, the Contractor’s GST Number is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; and
8. 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 above requirements except as follows (list, if any):

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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12. The Applicant acknowledges that the departures it has requested in Sections 10 and 11 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.

13. I/We the undersigned duly authorized representatives of the Applicant, having received and carefully reviewed the Request including without limitation the Standing Offer Agreement, submit this Application in response to the Request.

This Application is offered by the Applicant this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 202\_.

**APPLICANT**

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

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Legal Name of Applicant)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Signature of Authorized Signatory)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Print Name and Position of Authorized Signatory) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Signature of Authorized Signatory)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Print Name and Position of Authorized Signatory) |