



REQUEST FOR APPLICATIONS FOR STANDING OFFER AGREEMENTS

Title: **SUPPLY AND DELIVERY OF TIRES, TUBES AND RELATED SERVICES**

Reference No.: 1220-060-2023-005

(General Services)

Issue Date: January 23, 2024

REQUEST FOR APPLICATIONS FOR STANDING OFFER AGREEMENTS

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REQUEST FOR APPLICATIONS FOR STANDING OFFER AGREEMENT (RFA-SOA)

1. INTRODUCTION

The City of Surrey (the “**City**”) invites applicants to submit an application on the form attached as Schedule B (the “**Application**”) to provide competitive pricing for a variety of tire products and the performance of tire related services as described in Schedule A (collectively the “**Goods and Services**”) on an “as and when required” basis from a variety of tire manufacturers, suppliers, through their retail distribution networks. The description of the Goods and Services sets out the preferred 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 preferred requirements.

This RFA-SOA is designed to provide interested Applicants with sufficient information to submit an Application meeting the requirements. It is not intended to be comprehensive. Each Applicant is responsible for determining all factors necessary for submission of a comprehensive Application. Applicants are encouraged to expand upon the specifications/requirements to add service(s) and value consistent with the City’s requirements.

The City will have the option to purchase new and re-treaded tires directly from the Applicant or through the Province of British Columbia, Corporate Supply Arrangement (CSA) on an as needed basis.

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 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.

3. ADDRESS FOR DELIVERY

The Applicant should submit the Application **electronically** in a single pdf file and must be delivered to the City by email at: purchasing@surrey.ca

Confirmation of receipt of email will be issued. Applications that cannot be opened or viewed may be rejected. An Applicant bears all risk that the City's computer 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, Applicants should phone (604-590-7274) to confirm receipt.

4. DATE

The City would prefer to receive Applications on or before **February 13, 2024** (the "Date").

5. INQUIRIES

All inquiries related to this 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

E-mail: purchasing@surrey.ca

Reference: 1220-060-2023-005

Inquiries should be made no later than seven (7) business days before the Date set out in Section 4. The City will attempt to respond to all reasonable inquiries but reserves the right not to respond to inquiries.

Applicants finding discrepancies or omissions in the RFA-SOA documentation or having doubts as to the meaning or intent of any provision, should immediately notify the City Representative. If the City determines 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.

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 and the City Website at www.surrey.ca (collectively, the "Websites"), and upon posting, any addenda will form 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 a Quotation, the Applicant is deemed to have received, accepted and understood the entire RFA-SOA, including any and all addenda.

7. NO AGREEMENT

This RFA-SOA 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 for the City from this RFA-SOA or the submission of Applications.

8. ACCEPTANCE

An Application will be an offer to the City which, subject to Section 7, the City may accept at any time by signing the copy of the Application and delivering it to the Applicant. An Application is not accepted by the City unless and until both the Authorized Signatory and the purchasing representative have signed on behalf of the City. Delivery of the signed Application by the City may be by fax or email. In that event, the resulting Standing Offer will be comprised of the documents included in the definition of Agreement in Attachment 1 – Standing Offer Agreement.

9. 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.

10. 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.

11. CONFLICT OF INTEREST

An Applicant must 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.

12. SOLICITATION OF COUNCIL MEMBERS, CITY STAFF AND CITY CONTRACTORS

Applicants and their agents will not contact any member of the City Council, City staff or City consultants with respect to this Request, other than the City Representative named in Section 5 of this Request, at any time prior to the award of a Standing Offer or the cancellation of this Request.

13. 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.

14. 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.

15. 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 supplier 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, products other than that specified is proposed in any RFA-SOA, the Application must explicitly include the name of such products, its manufacturer, any trade name and any applicable supplier 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.

16. 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 and Services 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.

17. MULTIPLE PREFERRED APPLICANTS

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

18. NO GUARANTEE OF VOLUME OF GOODS AND SERVICES OR EXCLUSIVITY OF CONTRACT

The City makes no guarantee of the value or volume of Goods and Services to be assigned to the successful Applicant. The agreement to be negotiated with the selected Applicant will not be an exclusive contract for the provision of the Goods and Services. The City may contract with others for goods and services the same as or similar to the Goods and Services.

ATTACHMENT 1 – STANDING OFFER AGREEMENT – GOODS AND SERVICES

TITLE: SUPPLY AND DELIVERY OF TIRES, TUBES AND RELATED SERVICES

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

Reference No.: 1220-060-2023-005

BETWEEN:

CITY OF SURREY
13450 - 104 Avenue
Surrey, B.C., V3T 1V8
(the “**City**”)

AND:

(Insert Full Legal Name and Address of Applicant)

(the “**Contractor**”)

WHEREAS the City wishes to engage the Contractor to provide Goods and Services in connection with

SUPPLY AND DELIVERY OF TIRES, TUBES AND RELATED SERVICES

THEREFORE in consideration of the payment of one (\$1.00) dollar and other good and valuable consideration paid by each of the parties to the other (the receipt and sufficiency of which is hereby acknowledged) the City and the Contractor agree as follows:

DEFINITIONS AND INTERPRETATION

1. In 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 the entity identified above as the “Contractor”;
 - (d) “**Delivery Location**” means (final delivery location to be determined), Surrey, British Columbia, CANADA, or such other address as the Department Representative directs by written notice to the Contractor;
 - (e) “**Department Representative**” means the representative designated by the City from time to time based on the required role, function and requirement, to

administer this Agreement or who is responsible for any element of this Agreement;

- (f) **“Effective Date”** means the date first above written;
 - (g) **“Purchase Price”** means the price quoted by the Contractor and accepted by the City for the provision of the Goods and/or Services, unless otherwise agreed by the parties in writing, and includes all taxes except PST and GST, as applicable;
 - (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 Contractor provide;
 - (i) **“Good Industry Practice”** means the standards, practices, methods and procedures to the best professional and commercial standard in the industry with respect to the design, manufacture, assembly and delivery of goods similar to the Goods, conforming to all applicable laws and exercising that degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a qualified, skilled and experienced person engaged in a similar type of undertaking under the same or similar circumstances;
 - (j) **“Indemnitees”** has the meaning set out in Section 39;
 - (k) **“Order”** means a written order executed by the City;
 - (l) **“Services”** means any portion of the services as described generally in Schedule A, that the City requests that the Contractor provide, including anything and everything required to be done for the fulfilment and completion of the services in accordance with this Agreement;
 - (m) **“Standing Offer”** means a standing offer agreement between the City and the Contractor, the nature of which is discussed in Section 3; and
 - (n) **“Term”** has the meaning described in Section 15.
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) the Agreement;
 - (b) Schedule B – Application Extracts
 - (c) Schedule A – Specifications of Goods and scope of Services; and
 - (d) other terms, if any, that are agreed to by the parties in writing.

NATURE OF AGREEMENT

3. It is understood and agreed by the Contractor that 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 in the event that the Goods and Services are not ordered. The City may place an order for Goods and Services specified in the Order and the Contractor agrees to provide those Goods and Services.

GOODS AND SERVICES

4. The Contractor covenants and agrees that it will, if ordered by the City, will provide the Goods and perform the Services in accordance with this Agreement. The Contractor is solely responsible to ensure all Goods and Services meet the Specifications and will provide proof of compliance as and when requested by the Department Representative. No review, inspection or acceptance of the Goods or Services by the City will release the Contractor from its obligations to meet the specifications.
5. The Contractor will complete and deliver the Goods and Services in the quantities, and in accordance with the schedule, set out in the Order or as otherwise agreed between the parties. Goods and Services will not be deemed or construed to be delivered until received by the City.
6. The City may from time to time, by written notice to the Contractor make changes in the scope of Services.
7. The Contractor 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 Contractor will not provide any additional goods or services in excess of the Goods and Services ordered in writing by the City.
8. The Contractor will provide the Goods 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 Contractor represents that it has the expertise, qualifications, resources, and relevant experience to supply the Goods and Services.
9. The Contractor will deliver the Goods free and clear of all liens and encumbrances in the manner and to the destination stipulated. In the event of the Contractor's failure to meet this condition, the Contractor will, on written notice from the City, forthwith return all monies paid by the City on account of the Goods and in addition the City may by written notice terminate this Agreement without liability, and in such event, in addition to the

above, the Contractor will be liable for any and all expenses or losses incurred by the City resulting from such failure.

CAPACITY AND CAPABILITY

10. The Contractor should have the capacity and capability to provide the Goods and perform Services and meet the requirements on a daily basis, and continue to provide the Services and meet the requirements during periods where volumes increase with little or no advanced notice (such as during emergency situations or special events) and on a rush basis from time to time. The Contractor is expected to handle all logistics to support the performance of the Services.

MARKETABLE TITLE

11. The Contractor warrants it has or will have at the time of the transfer of title, good and marketable title to the Goods, free and clear of all liens, restrictions, reservations, encumbrances or claims of any kind, failing which, the Contractor will, on written notice from the City, forthwith return all monies paid by the City on account of the Goods. In such event, the City may by written notice terminate this Agreement without liability, and the Contractor will be liable for any and all expenses or losses incurred by the City resulting from such failure.

TRANSFER OF TITLE

12. Title and all other property rights, except risk of loss, in and to all tangible personal property, and in and to all parts of tangible personal property that are or are intended to be part of the Goods (including consumables, products, materials, equipment, tools, supplies, and other items) or are otherwise delivered to the Delivery Location by or on behalf of the Contractor under this Agreement, will pass to the City, free and clear of all encumbrances at the time they are delivered to the Delivery Location.

DELIVERY LOCATION

13. 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 6:30 a.m. to 5:00 p.m. Monday through Friday (or as otherwise informed by the City). Services may be required outside these hours 24/7. 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.
14. All Goods must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of

contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the City's Purchase Order number.

TERM

15. This Agreement will commence upon the Effective Date and will continue for one (1) year unless renewed or terminated earlier (the "**Term**").
16. The City may at any time prior to ninety (90) days before the end of the Term, by written notice to the Contractor, extend the Term for a period of time not to exceed four (4) additional one (1) year periods. If the City elects to extend the Term, the provisions of this Agreement will remain in force, including the Purchase Price(s), except where amended in writing by the parties.

TIME

17. Time is of the essence.

PURCHASE PRICE

18. As payment for the performance of the Contractor's obligations under this Agreement, the City will pay to the Contractor, the price(s) set out in Schedule B – Application Extracts applicable to the Goods and Services less any Contractor or third-party discounts (the "**Purchase Price**"), plus applicable GST & PST thereon.
19. Despite any price set out in Schedule B – Application 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 bestprice available.
20. Payment will be entire compensation owing to the Contractor for the performance of the Contractor's obligations under this Agreement. The payment 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 and performance of the Services.

PRICE AND RATE GUARANTEE PERIOD

21. All prices of Goods and Services rates must be guaranteed for the initial one-year period of the Agreement. The percentage discounts offered for each type of Good included in this Standing Offer Agreement will remain firm for the duration of the Agreement(s).

Following the initial one-year period of the Agreement, any request for price or rate adjustment must be for an equal guarantee period, and must be made at least sixty (60) days prior to the effective date. Requests for price or rate adjustment must include

sufficient documentation supporting the request. Any adjustment or amendment to the Agreement shall not be effective unless approved by the City. No retroactive adjustments to prices or rates will be allowed.

PAYMENT TERMS AND CONDITIONS

22. Subject to any contrary provisions set out in this Agreement

- (a) once the Goods are delivered and Services performed and accepted by the City for each requisition, or at such frequency as approved by the City, the Contractor shall submit a completed pre-delivery service checklist and an invoice requesting payment relating to such Goods and Services. Each invoice should be sent **electronically** to: surreyinvoices@surrey.ca (or such other email address as may be provided by the City from time to time) and include the following information:
 - (1) an Invoice number;
 - (2) the Contractor's name, address and telephone number;
 - (3) the City's Purchase Order number: **P.O. # _____**;
 - (4) model and catalogue number(s), as applicable;
 - (5) manufacturer's suggested retail price along with the discount as per the agreement;
 - (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, then the City will so advise the Contractor.
- (c) City will pay the portion of an invoice which the City determines is payable within 30 days of the receipt of the Invoice, except the City may hold back from payments 10% of the amount the City determines is payable to the Contractor until such time as the Contractor provides its final report to the City;
- (d) if the Contractor offers the City a cash discount for early payment, then the City may, at the City's sole discretion, pay the portion of an Invoice which the City determines is payable at any time after receipt of the Invoice; and
- (e) all invoices shall be stated in, and all payments made in, Canadian dollars.

RECORDS

23. The Contractor will be prepare and maintain proper records related to the Goods and Services. On request from the City, the Contractor will make the records available open to audit examination by the City at any time during regular business hours during the time the Contractor is providing the Services and for a period of six years after the Goods and Services are complete.

NON-RESIDENTS

24. If the Contractor is a non-resident of Canada and does not provide to the City a waiver of regulation letter, the City will withhold and remit to the appropriate governmental authority the greater of:
- (a) 15% of each payment due to the Contractor; or
 - (b) the amount required under applicable tax legislation.

REPORTING

25. The City is requesting that the Contractor provide monthly and annual reports of all purchases. This report should be detailed for each transaction and in an Excel spreadsheet format. All invoices and reports should at a minimum list the Unit #, tire size, new or recap, description of the Good or Service, mileage or hours.

USE OF WORK PRODUCT

26. The Contractor hereby sells, assigns and transfers to the City the right, title and interest required for the City to use and receive the benefit of all the reports, drawings, plans, designs, models, specifications, computer software, concepts, products, designs or processes or other such work product produced by or resulting from the Goods and Services rendered by the Contractor. This section does not give the City the right to sell any such work product to any third party and the City may sell the work product only with the prior approval of the Contractor. The Contractor may retain copies of the work product.

PERSONNEL AND SUBCONTRACTORS

27. The Contractor will provide only personnel who have the qualifications, experience and capabilities to perform the Services and who will perform the Services in a professional and first-class manner.
28. The Contractor will perform the Services and supply the Goods using only the services of the Contractor, and the subcontractors identified in Schedule B – Application Extracts, if any. The Contractor will not use any other subcontractors without the prior written approval of the City. If the City reasonably objects to the performance, qualifications, experience or suitability of any of the Contractor's personnel or subcontractors, then, upon receipt of a written request from the City, the Contractor will replace such personnel or subcontractor.
29. Despite the City's consent to subcontracting, the Contractor will not be relieved from its obligations and responsibility under this Agreement. The Contractor is responsible for its subcontractors in the same manner and to the same effect as if the whole of the Goods and Services were performed solely by the Contractor and its own personnel and the Contractor shall ensure each subcontractor carries out the obligations of the Contractor under this Agreement as though "Contractor" were read as "Subcontractor".

30. Character of Personnel

On the written request of the City, the Contractor will remove any employee, sub-contractor or agent for any reason including, but not limited to, the following:

- (a) intoxication;
- (b) use of foul, profane, vulgar or obscene language or gestures;
- (c) solicitation of gratuities or tips from any person for services performed under this Agreement;
- (d) willful negligent or reckless action in disregard of safety or sanitary requirements or regulations;
- (e) loss of or failure to obtain appropriate or required security clearance; or
- (f) any action which may constitute a public nuisance or disorderly conduct.

The Contractor will immediately comply with each request and shall satisfy the City that the employee or agent has been removed from further involvement with this Agreement.

31. Conduct of Personnel

The Contractor will ensure that:

- (a) all personnel providing the Goods and performing the Services conduct themselves in a courteous and respectful manner that is conducive to positive public relations; and
- (b) all personnel will wear a uniform provided by the Contractor in a form satisfactory to the Department Representative and that abides by all clothing and personal protection equipment requirements under the *Workers Compensation Act* and Regulations pursuant thereto.

LIMITED AUTHORITY

32. The Contractor is not and this Agreement does not render the Contractor an agent or employee of the City, and without limiting the above, the Contractor does not have authority to enter into any contract 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 Contractor will make such lack of authority clear to all persons with whom the Contractor deals in the course of providing the Goods and Services. Every vehicle used by the Contractor in the course of providing the Goods and Services shall identify the Contractor by name and telephone number.

33. The Contractor 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 Contractor performs the Goods and Services. The Contractor will determine the number of days and hours of work required to properly and completely perform the Goods and Services. The Contractor is primarily responsible for performance of the Goods and Services and may

not delegate or assign any Goods and Services to any other person except as provided for in the Order. The Contractor will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-contractors.

34. The Contractor will preserve and protect the rights of the City with respect to any Goods provided and Services performed under sub-contract and incorporate the General Terms and Conditions of this Agreement into all sub-contracts as necessary to preserve the rights of the City under this Agreement. The Contractor 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 Contractor.

CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

35. Except as provided for by law or otherwise by this Agreement, the Contractor will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of the 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 Services.
36. The Contractor 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.
37. The Contractor 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

38. 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.

39. 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.

INSURANCE AND DAMAGES

40. 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.
41. The indemnities described in this Agreement 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.
42. The Contractor 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 Contractor, 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 Contractor protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned

automobile, contingent employers liability, broad form loss of use, personal injury, and incidental medical malpractice. The City will be added as additional insured;

- (b) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than three million (\$5,000,000) dollars per occurrence for bodily injury, death and damage to property; and
 - (c) Contractor's equipment insurance in an all risks form covering construction machinery and equipment used for the performance of the Services.
43. The Contractor 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 Contractor will, on request from the City, provide certified copies of all of the Contractor'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 Contractor will be responsible for deductible amounts under the insurance policies. All of the Contractor's insurance policies will be primary and not require the sharing of any loss by the City or any insurer of the City.
44. The Contractor 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 Contractor acknowledges and agrees that the Contractor 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 Contractor from responsibility for any amounts which may exceed these limits, for which the Contractor may be legally liable.
45. The Contractor shall place and maintain, or cause any of its subcontractors to place and maintain, such other insurance or amendments to the foregoing policies as the City may reasonably direct.
46. The Contractor hereby waives all rights of recourse against the City for loss or damage to the Contractor's property.

CITY RESPONSIBILITIES

47. The City will, in co-operation with the Contractor, make efforts to make available to the Contractor information, surveys, and reports which the City has in its files and records that relate to the Goods and Services. The Contractor will review any such material upon which the Contractor intends to rely and take reasonable steps to determine if that information is complete or accurate. The Contractor will assume all risks that the information is complete and accurate and the Contractor will advise the City in writing if

in the Contractor's judgment the information is deficient or unreliable and undertake such new surveys and investigations as are necessary.

48. The City will in a timely manner make all decisions required under this Agreement, examine documents submitted by the Contractor and respond to all requests for approval made by the Contractor pursuant to this Agreement.
49. If the City observes or otherwise becomes aware of any fault or defect in the Goods or Services, it may notify the Contractor, but nothing in this Agreement will be interpreted as giving the City the obligation to inspect the Goods or review the Contractor's performance of the Services.

DEFICIENCIES

50. 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.
51. 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

52. 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, 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.
53. 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.

54. The City may at any time and for any reason by written notice to the Contractor terminate this Agreement before the completion of all Services, such notice to be determined by the City at its sole discretion. Upon receipt of such notice, the Contractor will perform no further Services other than the work which is reasonably required to terminate the Services and return the City's property to the City. Despite any other provision of this Agreement, if the City terminates this Agreement before the completion of all the Services, the City will pay to the Contractor all amounts owing under this Agreement for Services provided by the Contractor 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 Contractor, and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Services not performed or other profit opportunities
55. The City may terminate this Agreement for cause as follows:
- (a) If the Contractor 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 Contractor or receiver or trustee in bankruptcy written notice; or
 - (b) If the Contractor 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 Contractor, then the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Contractor further written notice.
56. 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 Services;
 - (b) withhold payment of any amount owing to the Contractor under this Agreement for the performance of the Services;
 - (c) set-off the total cost of completing the Services incurred by the City against any amounts owing to the Contractor under this Agreement, and at the completion of the Services pay to the Contractor any balance remaining; and
 - (d) if the total cost to complete the Services exceeds the amount owing to the Contractor, charge the Contractor the balance, which amount the Contractor will forthwith pay.
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 Contractor pursuant to

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

CURING DEFAULTS

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

DISPUTE RESOLUTION

59. 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

60. The Contractor 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 Contractor. 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.
61. The Contractor will provide the City with the Contractor's Workers' Compensation Board registration number and a letter from the Worker's Compensation Board confirming that the Contractor is registered in good standing with the Workers' Compensation Board.
62. The Contractor agrees that it is the prime contractor for the Services for the purposes of the *Workers Compensation Act*. The Contractor 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 Contractor will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the Services. That person will be the person so identified in this Agreement, and the Contractor will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.
63. Without limiting the generality of any other indemnities granted by the Contractor in this Agreement, the Contractor 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.
64. The Contractor 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.
65. The City may, on twenty-four (24) hours written notice to the Contractor, 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 Contractor or otherwise, any deficiency or immediate hazard.
66. 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.

Refer to Schedule A-1 – Contractor Health & Safety Expectation – Responsibility of Contractors for additional information.

The Contractor Health & Safety Expectation – Responsibility of Contractors, attached as Schedule A-1 to this Agreement, forms a part of and is incorporated into this Agreement.

Refer to Schedule A-2 – Prime Contractor Designation Letter of Understanding for additional information.

The Prime Contractor Designation Letter of Understanding, attached as Schedule A-2 to this Agreement, forms a part of and is incorporated into this Agreement.

BUSINESS LICENSE

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

GENERAL PROVISIONS FOR GOODS

68. Documentation for shipments of Goods from outside Canada will be provided by the Contractor by airmail and will include all documents as required by law or customary practice. All packages will 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"

69. 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.
70. 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.

APPLICABLE LAWS, CODES AND BY-LAWS

71. This Agreement will 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 be brought in such courts.
72. The Contractor will provide Services in full compliance with all applicable laws, codes and regulations.
73. The Contractor will, as a qualified and experienced practitioner, interpret applicable codes, laws and regulations applicable to the performance of the Services. If an authority having jurisdiction imposes an interpretation which the Contractor 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

74. 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.
75. The Contractor 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 Contractor 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.

ENTIRE AGREEMENT

76. This Agreement, including the Schedules and any other documents expressly referred to in this Agreement as being a part of this Agreement, contains the entire Agreement of the parties regarding the provision of the Goods and Services 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 provision of the Goods and Services.

AMENDMENT

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

CONTRACTOR TERMS REJECTED

78. 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.

SURVIVAL OF OBLIGATIONS

79. All of the Contractor'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

80. 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

81. 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
 insert department/division/section name
13450 – 104 Avenue, Surrey, B.C., V3T 1V8, Canada,

Attention: **insert City contact name**
 insert title

Business Fax No.: **insert**
Business Email: **insert**

(b) The Contractor:

 insert name and address

Attention: **insert City contact name**
 insert title

Business Fax No.: insert>
Business Email: insert>

UNENFORCEABILITY

82. 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

83. 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

84. 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

85. No waiver by either party of any breach by the other party of any of its covenants, obligations and agreements will be a waiver of any subsequent breach or of any other covenant, obligation or agreement, nor will any forbearance to seek a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.

SIGNATURE

86. 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 or PDF email transmission.

REPRESENTATIVES

87. The parties will appoint a representative to represent them as follows:
- (a) the Contractor shall appoint a representative ("**Contractor Representative**") who shall have the duty of instituting and maintaining liaison with the City as to the requirements of this Agreement, plus an alternative representative to so act in the absence or inability to act of the Contractor's Representative,
 - (b) the City shall appoint a representative ("**Department Representative**") who shall have the duty of instituting and maintaining liaison with the Contractor's Representative as to the requirements of this Agreement, plus an alternative representative to so act in the absence or inability to act of the Department Representative; and

- (c) each party's representative shall have the full power and authority to act on behalf of and to bind such party in all matters relating to this Agreement and to carry out such party's obligations hereunder and each party's representative may be relied upon by the other party as the official representative of such party. Meetings between the Contractor's Representative and the Department's Representative may be held by telephone with the consent of all parties participating in such meetings. Each party may change their respective representative or alternative representative by written notice to the other.

FORCE MAJEURE

88. Each Party will be excused from performance under this Agreement for any period and to the extent that it is prevented from or delayed in performing any obligations pursuant to this Agreement, in whole or in part, by any Force Majeure Event. The affected Party may invoke this section by promptly notifying the other Party in writing of the nature and estimated duration of the suspension of the Party's performance. In such event, the affected Party will be excused from further performance of obligations so affected for so long as such Force Majeure Event prevails and such Party continues to use its best efforts to recommence performance whenever and to whatever extent possible without delay (except that a Party is not required by this Section to compromise its position with respect to or settle any labour dispute in order to satisfy its obligations hereunder). For the avoidance of doubt, nothing in this section will affect the City's right to terminate this Agreement for convenience as provided in section 52.
89. For the purposes of this Agreement, "Force Majeure Event" will mean the occurrence of an event or circumstance beyond the reasonable control of a Party, provided that (i) the non-performing Party is without fault in causing or preventing such occurrence and (ii) such occurrence cannot be circumvented through the use of commercially reasonable alternative sources, workaround plans or other means. Force Majeure Events will include acts of federal, provincial, local or foreign governmental authorities or courts, war or insurrection, civil commotion, catastrophic events, including without limitation earthquakes, catastrophic weather conditions, pandemics, fires, floods, storms or other elements of nature or acts of God, and labour disturbances that affect the Party claiming force majeure.

ENUREMENT

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

IN WITNESS WHEREOF the parties hereto, by their respective representatives duly authorized in that behalf, have caused this Agreement to be executed as of the date set out above written.

CITY OF SURREY

I/We have the authority to bind the City.

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

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)

SCHEDULE A

SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES

1. SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES

The City of Surrey (the “**City**”), Fleet and Garage Services, is seeking Applications from qualified Applicants to provide tire sales (the “**Goods**”) and tire related services (the “**Services**”) on vehicles and equipment operated by the City and Surrey Fire Services, 24 hours a day, seven days a week (collectively, the “**Goods and Services**”).

Additionally, the City will require the successful Applicant (the “**Contractor**”) to provide tire inspection services at multiple locations and specified intervals at City facilities. The Service portion will be performed based on an “as and when requested” basis.

2. GENERAL INFORMATION

The City is seeking a local supplier or suppliers to provide quality Goods and efficient Good related Services of performance passenger, light duty truck, medium/heavy duty truck and bus, agricultural/farm, industrial and speciality tires/tubes for the City and Surrey Fire Services.

Good related Services such as mounting, rotating, stem repair, flat repair, wheel balancing and alignment are included, 24 hours per day, seven days per week (including mobile services).

New Tires and Tubes (“Goods”)

- Contractor to provide new Goods
- Goods of each size to be of the same load range and tread style normally furnished by Original Equipment Manufacturers (OEM) as original equipment for automobiles, trucks, tractors, buses, backhoes, loaders, motor graders, and other heavy equipment.
- All Goods installed by the Contractor shall have the lug nuts torqued to manufacturer specifications.

Note: *The City will at its discretion be utilizing the current Province of British Columbia, Corporate Supply Arrangement (CSA) for tires and tubes to purchase new tires as specified under the agreement. The City may utilize all tire brands under the CSA to confirm the best pricing for the City.*

3. CITY VEHICLE/EQUIPMENT FLEET

The City fleet consists of approximately the following types of vehicles:

Type of Vehicle/Equipment	Count of Vehicles/Equipment
---------------------------	-----------------------------

Automobile/Passenger Cars	20
Pick-up trucks (1/4-ton to 1-ton) as SUV's	165
Medium Duty Trucks (F450 to F650)	85
Vans (1/4-ton to 1-ton)	65
Heavy Duty Trucks, single axle and tandem axle.	35
Trailers, ranging from light duty to heavy duty dump and transport trailers	100
Construction Equipment, backhoes, loaders, graders	25
Agricultural Type Tractors	20

The City owns, maintains and operates over **515** units for the City, and Surrey Fire Services.

4. SERVICES REQUIREMENTS

4.1 General

At a minimum, the scope of Services required by the Contractor should consist of the following:

- Tire Installation with purchase in store includes dismount of used tires and tubes.
- Change tire, dismount and mount
- Flat repair, remove, repair and mount
- Flat repair, off vehicle
- Rotate mounted tires (per tire)
- New valve stem rubber or metal
- Wheel balance - computer spin balance (per tire)
- Wheel balance - computer spin balance and valve stem combination
- Alignment Services - Standard two and four wheel alignments

[Note: If the Applicant provides this service, the prices should be listed in the Form of Application as a percentage discount from list price for parts and a price per hour for labour.]

The Applicant shall make every effort possible, including having all necessary tools, replacement materials and labour on hand at time of repair, to make all roadside repairs and tire replacement(s) in a safe, cost efficient manner. In the event that the Applicant is unable or unwilling to respond within the required dispatch time after telephone notification of the emergency, the City reserves the right to procure the Goods or Services or a combination of Goods and Services elsewhere and charge back to the Applicant the entire cost of the Goods and or Services.

The Contractor shall have all the resources necessary to supply the Goods and perform the Services as specified in this RFA-SOA to meet the needs of the City and Surrey Fire Services.

Other tires services, and other related items not listed in the scope of Services may be offered.

4.2 Mounted Goods

- Contractor to provide tire mounting services
- All tires shall be mounted in accordance with the tire manufactures specifications
- All tires shall be mounted on rims with new valve stems installed
- The Contractor to have an inventory of tires in stock to be able to meet the needs of the City
- Recapped tires maybe stored at City premises
- Wheel balance

4.3 Tire Survey and Inspection Services

The Contractor to conduct a Goods survey twice per year, generally March and September.

The Contractor is to visit various civic facilities and measure the tread depth of all tires. Contractor to compile a report detailing vehicle number, tire number and condition of tires inspected on each visit. Recommendations on potential problem areas should be included on these reports. The Contractor should maintain records of tire mileage, and tire transfers. The Contractor will be required to meet with the Department Representative to discuss their findings and plan for tire replacements. The Contractor should also provide technical support and advise on tire treads and tires, etc. The inspections should take place after hour 4:00pm and in consultation with the City.

- Vehicle/Equipment number;
- Tire Size
- Tire Location
- Depth of tread
- Air pressure
- Recommendations (i.e. tire needs rotating, advise the City of hard to source tires by providing recommendation well enough in advance to negate any lead time issues, wheels out of alignment, Tires need replacement, etc.)

The Tire Inspections generally take place at the following primary locations and frequencies:

Location	Address	Frequency
Surrey Operations Centre	14687 – 66 Avenue	Bi-annually
South Operations Centre	2336 – 166 Street	Bi-annually
Hemlock Yard	9353 – 160 Street	Bi-annually
City Hall	13450 – 104 Avenue	Bi-annually
Surrey Fire Services	Various – to be advised	Bi-annually

The completed inspection reports and recommendations are to be provided to the Department Representative. This Department Representative will approve any work that is to be completed by the Contractor. The City and the Contractor will determine what services if any can be performed without approval if they can be done at the time of the inspection.

4.4 Daily Service Calls

The Contractor shall call at the Surrey Operations Centre with service truck daily Monday through Friday, starting at 6:30 a.m.. At that time they maybe directed to other City locations if there is a need.

4.4 Flat Repairs

Flat Repairs consist of and includes all materials and labour. This Service may be provided at our facilities or as mobile service.

- Flat repair service may include but not limited to:
 - Mount and Dismount
 - Tubeless tire plugs
 - Tire boot
 - Replacement valve stems
 - Tube patches
 - Tire Pressure Sensors
 - Misc hardware, tools, and equipment
 - Excludes wheel balancing
- Wheel Balancing and Alignment:
 - This Service is to be provided with the use of proper balancing and alignment equipment.
- Tire disposal:
 - All used Goods will be removed by the Contractor from the premises and disposed of in accordance with current regulations and laws of the local, provincial, and national governments. The Corporation will not be charged an extra fee for disposing of Goods.
 - The “Tire Stewardship BC Advance Disposal Fee” (TSBC) will be applied to all purchases of new tires in accordance with the eco fees identified by the TSBC. [<http://www.tirestewardshipbc.ca/index.php>]

4.5 Tire pressure monitoring system (TPMS)

When new Goods are mounted on a vehicle with a TPMS system, the TPMS system will be reinstalled with a new washer, valve, and valve cap. Note: The TPMS system must be recalibrated to the vehicle.

4.6 Service Calls

4.6.1 Mobile Tire Services

The Applicant must be fully equipped and capable of providing on the road and on-site service calls 24 hours a day, 7 days a week. Response time is critical.

The Applicant is required to provide fully equipped service vehicles and carry related trade standard service equipment. Full mobile services are expected where supply, installation and repairs cannot be done in Contractor's service centre.

Call out for services may be required at multiple locations in the City or elsewhere.

All personnel responding to a service call from the City should be adequately equipped and prepared to provide the requested service, including:

- (a) Having on hand all tools and equipment to complete the service;
- (b) Having the appropriate level of knowledge and skills to perform the service requested, on the vehicle being serviced;
- (c) If responding to a request which requires travel to a site to perform the service, the staff will have available transportation to fulfil the request within the required response time;
- (d) All Mobile Service vehicles must have properly legislated safety equipment – i.e., flashing amber lights; and
- (e) Comply traffic control regulations for all on road servicing.

4.7 Technicians

All Service technicians shall be adequately trained to perform the required Services and comply with WorkSafe BC and Occupational Health & Safety regulations. All technicians shall wear mandatory safety gear that includes safety boots, hearing protection, safety glasses, high-visible vests or coveralls while working on the City property or equipment.

4.8 Tire Disposal

- (a) Adhere to all applicable environmental regulations and dispose of used and damaged tires responsibly.
- (b) Provide evidence of proper disposal methods, such as recycling or disposal at authorized facilities.

- (c) Assist the City in implementing sustainable tire disposal practices, such as tire recycling programs or initiatives. The Contractor is responsible for removal and recycling of discarded used tires and wheels from the City's Fleet centres and service call areas.

4.9 Inventory Management Requirements

City does not keep inventory for tires, the Applicant is expected to keep the inventory of the most frequently used tires and accessories at the Contractor's location. The Applicant is expected to offer the following inventory management services:

- (a) Provide the stocking arrangements for the specific tires and accessories for the agreed amount of time, with the frequent reporting on the usage data;
- (b) Establishing in consultation with the City's representatives MinMax levels for each inventory item;
- (c) Ensure sufficient levels of inventory are maintained, and meet regularly with the City representative to facilitate inventory reconciliation; and d) Enable fast delivery and turnaround time, with a regular detailed reporting on usage during the term of the contract, on the City's purchase

4.10 Fleet Reports

The Contractor will provide detailed fleet reports, with supporting documentation, with respect to the Goods provided and Services performed at such intervals as required by the City. Each fleet report is to present details in both a summary and detailed format, showing:

- (a) date and time request received;
- (b) date and time activity commenced;
- (c) location where activity performed;
- (c) authority that made the request (employee name);
- (d) identification of Vehicle (vin number, license plate number, etc.) / description of equipment;
- (e) detailed description of action taken to vehicle/equipment;

The City reserves the right to make minor amendments to this list as necessary.

A copy of all records specified by the City shall be forwarded to City at the end of each month in which the Services were performed, together with a monthly invoice. A second copy of each record shall be maintained at the Contractor's place of business.

4.11 Warranties

The Contractor shall honour the manufacturer's warranties and other warranties.

- (a) All new Goods shall have full manufacturer's warranties and warranties should be stated in your Application.
- (b) Your application should state your company's warranty on re-treaded tires.

SCHEDULE A-1
CONTRACTOR HEALTH & SAFETY EXPECTATIONS

RESPONSIBILITY OF CONTRACTOR(S)

The City of Surrey strives to maintain a safe work environment for employees and contractors and insists upon the enforcement of safe practices and procedures in all premises and in all work activities. It is essential that all contractors and their employees and sub-contractor(s) perform in the same manner. It is every employers and contractors responsibility to ensure that staff and public are protected from workplace hazards.

As a contractor to the City of Surrey, you are expected to conform to the requirements of the Workers' Compensation Act, the WCB Occupational Health and Safety Regulation and to all federal, provincial and local laws and regulations. The City of Surrey Building Owner, Project Manager, and the Manager, Occupational Health & Safety or designate have the authority to order an unsafe act to cease or to have an unsafe piece of equipment removed from the premises or, in extreme situations, to shut down a job entirely. Any City of Surrey Employee that observes a safety infraction by a contractor performing work for the City of Surrey should bring it to the attention of a manager immediately or Occupational Health & Safety (604-591-4131).

The following information is provided as typical City of Surrey requirements, but does not relieve the contractor from complying with all applicable local, provincial and federal laws, regulations and bylaws.

PERSONNEL

1. You are expected to inform your employees of any potential hazard in the workplace and advise of appropriate action to be taken should a hazard be found or a fire or accident occur.
2. Contractors will restrict persons invited on the premises to employees only. No families or friends are permitted.
3. The contractor will advise the City of any on-site accidents involving the contractor's employees, or injuries to others caused by the contractor's business.

SAFETY MANAGEMENT SYSTEM

1. Contractors will ensure their employees utilize proper safety equipment and clothing as required for job site activities.
2. Contractors must follow and have on site proper written safe work procedures for hazardous work, e.g. Fall protection, confined space entry, hotwork, lockout, excavations and shoring, traffic management, etc.
3. Contractor must Identify workplace risk and implement suitable controls.
4. Contractor must provide safety training and education to staff and have training records available for review.
5. Contractor must have a health & safety program for its workers and sub-contractors
6. Contractor will provide appropriate First-Aid coverage for their workers and subcontractors.
7. Contractor must forward a weekly work task list prior to work commencement.
8. The qualified safety coordinator must participate in the City of Surrey OHS Orientation or attend the Prime Contractor's Orientation.

WORK AREAS –City Facilities

No work by contractors shall occur in any area without prior consent of the City of Surrey Manager, Civic Facilities or his designated representative. Work during normal business hours of the City shall not

create undue noise, smells or otherwise unduly disturb the work of City of Surrey staff or the public. If an activity requires that a disturbance is likely, the contractor shall whenever possible only do that work outside normal business hours.

All activities that create a hazard (i.e. work from a ladder, removal of a floor tile, emission of VOC's, etc.) to persons outside the contractor's supervision shall have warning devices, delineation or barriers, sealed spaces, etc. as would normally be required to protect any person from that hazard.

SAFETY ATTITUDE

Your safety record and attitude are important criteria used to judge your qualification for future bidding on solicitations with the City of Surrey.

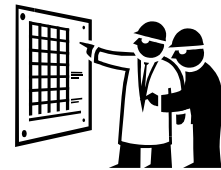
You can help ensure employee safety and your eligibility for future business with the City if you exhibit and practice a "Safe Work - Safe City" attitude.

The City of Surrey is concerned about the health, safety and wellbeing of all employees and contractors. It is essential we maintain a healthy, safe and productive work environment.

All Employees & Contractors:

It is everyone responsibility to:

- ❖ know and comply with WCB regulations and
- ❖ follow established safe work procedures
- ❖ immediately report any work related injury to his/her supervisor; and to the city representative
- ❖ not remain on the work site while his/her ability to work is in any way impaired
- ❖ report unsafe acts and conditions to their supervisor
- ❖ correct unsafe conditions immediately whenever it is possible to do so
- ❖ take reasonable care to protect your health & safety and the health and safety of other persons who may be affected by your act's or omissions at work



An employee must refuse to work if continuing to do so would endanger the health and safety of the employee, fellow employees or others. The worker must immediately report the circumstances of the unsafe condition to his or her supervisor or manager. If the unsafe condition is not remedied or the issue is not resolved the Manager, Occupational Health & Safety must be contacted.

A common sense approach usually resolves the issue.

GENERAL RULES

1. For all secured worksites, contracted workers are required to sign in and sign out each day
2. (Access cards may be issued – a worker may need to provide an Identification document (i.e. Driver's License) in exchange).
3. Personal protective equipment, as determined by the City, through consultation with the Contractors Health and Safety Representatives must be worn when and where required. (Hard Hats, Safety Footwear, Safety

Vests and Safety Glasses must be worn on active construction sites. Hearing Protection must be worn when noise levels are above 85dBA.)

4. Horseplay, gambling and the use of alcohol or narcotics will not be tolerated.
5. No Smoking within 7.5M of a City owned buildings door exits, windows and vents.
6. Report **ALL** injuries to your supervisor immediately and notify the City's site representative.
7. Report any unsafe conditions, including someone under the influence or hazards, which may allow an injury to occur to you, a fellow worker, or others on the worksite.
8. Report any property damage, regardless of how minor.
9. Restricted and controlled products will be labeled, used and stored in accordance with the associated regulations, e.g. WHMIS. Follow all procedural instructions when using or handling hazardous materials/controlled products and ensure that all containers of hazardous/controlled product materials are properly labelled and stored in designated areas.
10. Obey all posted signs and notices. Do not venture into areas that you are not authorized to enter.
11. Always use the correct posture when lifting and get assistance if the weight is excessive.
12. Do not work within the limits of approach to high voltage equipment.
13. If working at heights greater than 10 feet a Fall Protection system must be in place. The appropriate Fall Protection equipment must be worn at all times.
14. **Housekeeping** (Orderliness and good housekeeping are basic requirements and must be maintained at all times):
 - a) Aisles are to be kept clear at all times.
 - b) Individual work areas are to be kept clean and tidy.
 - c) All materials, tools, products and equipment are to be kept in their designated areas.
 - d) Liquid spills are to be cleaned up immediately to prevent slips and falls.
 - e) Accumulation of oily rags, combustible refuse or similar fire hazards will not be tolerated.
15. **Fire Prevention:**
 - a) Become familiar with Surroundings and emergency exit.
 - b) Ensure aisles and exits are not blocked at any time.
 - c) Anytime a fire extinguisher is used, report it immediately to your supervisor, so that it can be recharged.
16. **Equipment Operation** (Any equipment, which could create a hazard, must be maintained in good condition):
 - a) Equipment must not be repaired, adjusted or operated unless by a "competent person" who understand the safe operating procedures.
 - b) Always be aware of the use and location of the "EMERGENCY STOP" button, if equipment is so equipped, before using the equipment.
 - c) Loose clothing, jewelry and long hair must be secured to prevent becoming entangled with equipment.
 - d) The Operator must check all safety devices on equipment before operation.

- e) All equipment must be turned off and the appropriate "lock-out" procedure followed, prior to repairs, cleaning, adjustment or lubrication.
- f) Radio/Walkman/I-pod Head phones are not allowed to be worn during regular work operations.
- g) All ladders must be of an approved type and length. Unacceptable ladders must be removed immediately from the premises.
- h) All vehicles and equipment on City property must be kept in safe mechanical condition at all times, and be operated only by persons with a valid driver's license and/or proper training and qualifications.
- i) Contractors will not operate any equipment, valves, switches, etc., which are part of the City's operation, unless specific permission is received from the Department Representative.

17. **Ground Disturbance** –Every time you dig in the ground, with a shovel or mechanized equipment, you run the risk of loss of life or damage to property if you hit any of the many buried cables, conduits, gas or oil pipelines and/or other underground facilities that serve our city, **BC One Call Must be called and a ticket obtained prior to commencing any ground disturbance activities.**

Issued By:	Occupational Health & Safety Section - Contractor Coordination Program
Date:	Revised: January 14, 2014 Original: August 15, 2014
Distributed:	Via Email & Posted on Intranet: January 16, 2015 :<u>August 15, 2014</u>

This document does not replace the Workers' Compensation Act or WorkSafeBC OH&S regulation. Each individual Contractor must have specific health and safety safe work rules and procedures that apply to their work tasks. Each Contractor must comply with the Workers' Compensation Act and WorkSafeBC Occupational Health & Safety Regulation and to all federal, provincial and local laws and regulations. If a contractor is unable to comply they must bring this to the attention of their qualified safety representative and to the Prime Contractor safety representative immediately.

Authorized Signature: _____

Name: _____

(Please Print)

Date: _____

**SCHEDULE A-2
PRIME CONTRACTOR DESIGNATION
LETTER OF UNDERSTANDING**

As per the requirements of the *Workers' Compensation Act* Part 3, Division 3, Section 118 (1-3), which states:

Coordination of multiple-employer workplaces

118 (1) In this section:

“**multiple-employer workplace**” means a workplace where workers of 2 or more employers are working at the same time:

“**prime contractor**” means, in relation to a multiple-employer workplace,

- (a) the directing contractor, employer or other person who enters into a written agreement with the owner of that workplace to be the prime contractor for the purposes of this Part, or
 - (b) if there is no agreement referred to in paragraph (a), the owner of the workplace.
- (2) The prime contractor of a multiple-employer workplace must
- (a) ensure that the activities of employers, workers and other persons at the workplace relating to occupational health and safety are coordinated, and
 - (b) do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with this Part and the regulation in respect to the workplace.
- (3) Each employer of workers at a multiple-employer workplace must give to the prime contractor the name of the person the employer has designated to supervise the employer’s workers at that workplace.

By signing this Agreement, the Contractor accepts all responsibilities of a prime contractor as outlined in the *Workers' Compensation Act*, and WorkSafeBC OH&S Regulation.

As a Contractor signing this Prime Contractor Designation form with the City of Surrey (the “owner”), you are agreeing that your company, management staff, supervisory staff and workers will comply with the *Workers' Compensation Board (WCB) Occupational Health and Safety Regulation* and the *Workers' Compensation (WC) Act*.

Any WorkSafeBC OH&S violation by the prime contractor may be considered a breach of contract resulting in possible termination or suspension of the agreement and/or any other actions deemed appropriate at the discretion of the City.

Any penalties, sanctions or additional costs levied against the City, as a result of the actions of the prime contractor are the responsibility of the prime contractor.

The Contractor acknowledges having read and understood the information above.

By signing this Prime Contractor Designation form, the Contractor agrees as a representative of the firm noted below, to accept all responsibilities of the prime contractor for this project.

The Contractor understands and accepts the responsibilities of the prime contractor designation in accordance with the *Workers' Compensation Act* while contracted by the City of Surrey for project and will abide by all *Workers' Compensation Board Regulation* requirements.

Project File No.: 1220-060-2023-005 – Supply and Delivery of Tires, Tubes and Related Services

Project Title and Site Location: _____

Prime Contractor Name: _____

Prime Contractor Address: _____

Business Telephone/Business Fax Numbers: Phone: _____ Fax: _____

Name of Person in Charge of Project: _____

Name of Person Responsible for Coordinating Health & Safety Activities: _____

Phone: _____

Prime Contractor Signature: _____ Date: _____

Please return a signed copy of this memo to the City of Surrey, Finance Department, Procurement Services, 13450 – 104 Avenue, Surrey, British Columbia, V3T 1V8

If you have any questions, please contact the City of Surrey, Manager Occupational Health & Safety at 604-591-4658.

RDO REVISION – APRIL, 2015



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

Request For Standing Offer Title: Supply and Delivery of Tires, Tubes and Related Services

Request For Standing Offer No.: 1220-060-2023-005

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:
 - (a) the Request;
 - (b) the specifications of Goods and scope of Services set out above and in Schedule A, to Attachment 1, of the Request;
 - (c) the Standing Offer Agreement;

- (d) this Application;
- (e) an Order (if any); and
- (f) other terms, if any, that are agreed to by the parties in writing.

3. 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.
4. The Applicant offers to supply to the City of Surrey the Goods and Services for the prices plus applicable taxes as follows:

A. Pricing

1. **Currency.** All prices are expressed in Canadian dollars.
2. **Pricing.** Costs, prices and rates as required by this Schedule B [Form of Application] are F.O.B. Destination, all inclusive (including minor parts, labour, equipment, materials, transportation, packing, delivery, duty, brokerage, tariffs, environmental fees (if applicable), overheads, management, and all other associated or related charges necessary for the commencement, performance and completion of the Goods and Services, and fixed and firm. Federal goods and services tax ("GST") and Province of British Columbia provincial sales tax ("PST") is not included but show as a separate line item.
3. **Percentage Discount from Catalogue or Category** Is based on a percentage discount from a catalogue or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the Goods. Individualized percentage discounts can be applied to any number of defined product groupings. Applicants will be responsible for providing and maintaining current published MSRP with the City and Surrey Fire Services.
4. **Additional Discounts.** The City shall be entitled to the benefit of, and the Contractor shall extend to the City, all rebates, price concessions, manufacturer incentive pricing and other discounts offered by the Contractor, manufacturers, suppliers and others with respect to the Goods to ensure the City receives the best or most favourable price available. The Applicant will apply any such discounts as a credit on the applicable invoice; provide that if there are procedures or deadlines for claiming discounts, the Applicant will cooperate with, and support the City, in submitting the claims by the deadline, if any.
5. **Payment Terms.** 30 days following receipt of the Goods to which the payment relates, or receipt of an invoice by the City's Accounts Payable department, whichever is later.
6. **Early Payment Discount.** A cash discount of _____ % will be allowed if invoices are paid within _____ days.

B. Fee Calculation / Schedule of Rates (Examples only – Applicants may provide alternate costing tables / methodologies.)

1. EXAMPLE 1 – GOODS (TIRES AND TUBES) PERCENTAGE DISCOUNTS WORKSHEET

Goods (Tires and Tubes) Percentage Discounts by Category. The City is requesting a discount off of the manufacturer’s suggested retail price for all Goods (tires and tubes) as listed in each of the following categories. Good (Tire and Tube) pricing includes all anticipated charges, including but not limited to, freight to dealer locations, cost of product and services, transaction fees, overhead, profits, and other costs or expenses incidental to the Applicant’s performance.

TIRE AND TUBE TYPE	MANUFACTURER	DISCOUNT OF MSRP % OFF FACTOR	STANDARD WARRANTY
Automobile/Passenger Vehicles	Brand #1 -	<u>Brand #1</u>	<u>Brand #1</u>
	Brand #2	Brand #2	Brand #2
	Brand #3	Brand #3	Brand #3
	Brand #4	Brand #4	Brand #4
Light Duty Trucks	Brand #1 -	Brand #1 -	Brand #1 -
	Brand #2	Brand #2	Brand #2
	Brand #3	Brand #3	Brand #3
	Brand #4	Brand #4	Brand #4
Medium Commercial/Heavy Duty Trucks and Buses	Brand #1 -	Brand #1 -	Brand #1 -
	Brand #2	Brand #2	Brand #2
	Brand #3	Brand #3	Brand #3
	Brand #4	Brand #4	Brand #4
Off Road	Brand #1 -	Brand #1 -	Brand #1 -
	Brand #2	Brand #2	Brand #2
	Brand #3	Brand #3	Brand #3
	Brand #4	Brand #4	Brand #4
Agricultural/Farm	Brand #1 -	Brand #1 -	Brand #1 -
	Brand #2	Brand #2	Brand #2

	Brand #3	Brand #3	Brand #3
	Brand #4	Brand #4	Brand #4
Industrial	Brand #1 -	Brand #1 -	Brand #1 -
	Brand #2	Brand #2	Brand #2
	Brand #3	Brand #3	Brand #3
	Brand #4	Brand #4	Brand #4
Motor Grader	Brand #1 -	Brand #1 -	Brand #1 -
	Brand #2	Brand #2	Brand #2
	Brand #3	Brand #3	Brand #3
	Brand #4	Brand #4	Brand #4
Earth Mover	Brand #1 -	Brand #1 -	Brand #1 -
	Brand #2	Brand #2	Brand #2
	Brand #3	Brand #3	Brand #3
	Brand #4	Brand #4	Brand #4
Tubes	Brand #1 -	Brand #1 -	Brand #1 -
	Brand #2	Brand #2	Brand #2
	Brand #3	Brand #3	Brand #3
	Brand #4	Brand #4	Brand #4

Prices must be exclusive of taxes.

The Tire Stewardship BC Advance Disposal Fee applies and is to be added to the quoted prices at the time of order.

[Note. The City will accept different percent discounts for different brands of tires. Applicant should submit a separate Example 1 – Tires and Tubes Percentage Discounts worksheet for each tire brand which has different percent discounts than other tire brands being offered by the Applicant. If multiple tire brands have the same percent discounts in all tire categories, then those brands should be listed on the Example 1 – Tires and Tubes Percentage Discounts worksheet. The tire brand names should be identified on each category listed and submitted.]

2. EXAMPLE 2 – GOOD SERVICE RATES FOR GOOD RELATED SERVICES WORKSHEET (at Applicant’s place of business).

Applicants are asked to propose costs for each of the below mentioned services that may be performed by the Applicant or their approved subcontractor, to include all minor parts and labour as a total service rate in the example table below:

Type of Service		Performance, Passenger	Light Duty Trucks	Medium Commercial / Heavy / Bus	
				Single	Dual
1.	Tire Installation w/purchase in store includes dismount of used tires and tubes (per tire). -is the cost of wheel balancing included with all new tire purchase? Yes ___ No ___	\$	\$	\$	\$
2.	Change tire, dismount and mount	\$	\$	\$	\$
3.	Flat Repair, remove, repair and mount	\$	\$	\$	\$
4.	Flat Repair, off vehicle	\$	\$	\$	\$
5.	Rotate mounted tires (per tire)	\$	\$	\$	\$
6.	New valve stem rubber or metal (per tire)	\$	\$	\$	\$
7.	Wheel balance-computer spin balance (per tire)	\$	\$	\$	\$
8.	Wheel balance/valve stem combo (per tire)	\$	\$	\$	\$
9.	Alignment Services, Vehicle Alignment Check Only. (Minor parts shall be included in the pricing of the individual services below.)	\$	\$	\$	\$
	9a. Standard two wheel alignment	\$	\$	\$	\$
	9b. Four wheel alignment.	\$	\$	\$	\$
	9c. Bushing/Cam Alignment.	\$	\$	\$	\$
10.	Studding (Per Tire)	\$	\$	\$	\$
11.	Used Tire Recycle/disposal fee (Per Tire)	\$	\$	\$	\$
12.	Service of TPMS Sensors/Systems.	\$	\$	\$	\$

*Add rows and columns if needed

3. EXAMPLE 3 – GOOD SERVICE RATES FOR GOOD RELATED SERVICES WORKSHEET (at City properties/facilities or on the road).

Applicants are asked to propose costs for each of the below mentioned services that may be performed by the Applicant or their approved subcontractor, to include all minor parts and labour as a total service rate in the Form of Application.

Type of Service		Performance, Passenger	Light Duty Trucks	Medium Commercial / Heavy / Bus	
				Single	Dual
1.	Tire mount and dismount for new tires including balance and valve stem at City facilities.	\$	\$	\$	\$
2.	Tire mount and dismount for new tires and new valve stem on the road.	\$	\$	\$	\$
3.	Flat Repair, remove, repair and mount at City facilities.	\$	\$	\$	\$
4.	Flat Repair, remove, repair and mount on the road.	\$	\$	\$	\$
4.	Flat Repair, off vehicle	\$	\$	\$	\$
5.	Rotate mounted tires (per tire) at City facilities.	\$	\$	\$	\$

Flat tire repairs are to include cost of the following:

- Complete internal and external inspection of the damaged Good(s) to determine if repairable, safe and reliable repair,
- Mount and dismount
- Tire Plugs
- Replacement valve stems
- Tire Pressure Sensors
- Rebalancing of the wheel,
- Tire pressure check and tread wear evaluation of all Goods
- Misc. hardware, tools and equipment

4. EXAMPLE 4 – GOOD SERVICE RATES FOR MISCELLANEOUS SERVICES WORKSHEET.

DESCRIPTION	UNIT OF MEASURE	Cost Per
Calcium Fill	Per Kilogram	\$

Nitrogen Fill	Per Kilogram	\$
Large Truck Tire Stud & Nut	Each	\$
Tire Pressure Monitoring System	Each	\$
Other (<i>please state</i>):		

5. **EXAMPLE 5 – YARD SERVICE CALLS - WORKSHEET**

ITEM	DESCRIPTION	Charge Per Hour	
		During Regular Hours	After Hours
1.	Passenger Car / Light Truck (including balancing)	\$	\$
2.	Heavy Truck	\$	\$
3.	Equipment (e.g., Backhoe, Loader, Motor Grader)	\$	\$
4.	Yard Call One-Time Service Charge	\$	\$

*Add rows if needed

Yard Service Calls– Reg. Hrs. – 6:30 a.m. to 5:00 p.m. Monday thru Friday. A serviceperson shall call at the Surrey Operations Centre daily at 6:30am, and maybe requested to visit South Operations Centre and Hemlock Depot as required.

6. **EXAMPLE 6 - EMERGENCY ROAD SERVICE CALLS WORKSHEET**

ITEM	DESCRIPTION	Charge Per Hour	
		During Regular Hours	During Regular Hours
1.	Passenger Car / Light Truck (including balancing)	\$	\$
2.	Heavy Truck	\$	\$
3.	Equipment (e.g., Backhoe, Loader, Grader)	\$	\$
4.	One-Time Service Charge	\$	\$

*Add rows and columns if needed

Emergency Road Services Call – Reg. Hrs. – 7:30 a.m. to 5:00 p.m. Monday thru Friday.
 Emergency Road Services Call – After Hrs. – 5:00 p.m. Monday thru Friday, All day Saturday, Sunday and Holidays. Service that is needed immediately, regardless of location.

Note: The hourly rates shown in Example Worksheets 5 and 6 will be charged only for time spent at the job site and will be from “check in” and “check out” with the City personnel. Service calls will be all inclusive. No incidental charges will be paid by the City for items such as travel time, tools and equipment, environmental disposal or fuel surcharge.

7. EXAMPLE 7 – GOOD SERVICE RATES FOR GOODS RELATED SERVICES WORKSHEET FOR OTHER FEES AND CHARGES NOT LISTED ABOVE.

– List cost per hour; service or other. The cost to include all miscellaneous hardware required	
DESCRIPTION	PRICE
	\$ per
	\$ per

8. EXAMPLE 8 – MARKET BASKET WORKSHEETS (CITY OPERATIONS AND SURREY FIRE SERVICES)

In order to determine the most advantageous pricing, a product list (“market basket”) as follows has been developed listing Goods of common use by the City as well as the Surrey Fire Service. Applicant are being provided with specific tire types and sizes to allow Applicants to propose a Good. All tires are new.

SECTION A: CITY OPERATIONS

Size	Tire Type	Gov’t Base Price Book	Discount %	Discounted City Price (\$)
11R22.5	Truck			
12-16.5				
14.00R24	Maxam MS202 Snow Xtra			
14.9-24	Tractor			
14-17.5	Tractor			
14x14.00-20				
175/80D13	Trailer			
18.4-16.1 GDY R3	Tractor			
18.4-26 BKT TR R3	Tractor			
18.4-34	Tractor			
18.5-26	Tractor			
18x50-8	Turf Master 4/P			
18x9.50-8	Turf Master			
19.5LR24	Backhoe			
205/55R16	Winter			
205/75R14	Trailer			
205/75R15	Trailer			
215/50R17	Winter			

215/55R16	Winter								
215/85R16	Truck								
217/75 E/10P	Commercial trailer								
225/70R17	Winter								
225/70R19.5	Michelin XDS2								
225/70R19.5	CON HS3								
225/75R15	Trailer								
225/75R16	Winter								
225/75R16	Winter								
235/65R16	Winter								
235/70R17	Winter								
235/80R16	Trailer								
235/80R16	Trailer								
235/85R16	Trailer								
245/70R17	Winter								
245/70R19.5	Traction tire								
245/75R16	Winter								
245/80R16	Trailer								
24x12x12									
25x12.00-25	OTR Grass Master								
265/70R16	Winter								
265/70R17	Winter								
265/70R19.5	Truck								
275/65R18	Winter								
27x8.5-18	Multi trac C/6								
340/80R18	Tractor								
360/70R20	Tractor								
360/80R20	Nokian TR12								
400/80R24	Tractor								
405/70R20	Michelin XM47								
425/65R22.5	Truck								
440/80R30	Nokian								
445/65R22.5	Truck								
500/70R24	Nokian TR12								
500/70R24	Tractor								

SECTION B. SURREY FIRE SERVICES

Size	Tire Type	Gov't Base Price Book (\$)	Discount %	Discounted City Price (\$)
225/70R19.5	Michelin XD52		225/70R19.5	
425/65R22.5 20PR	• G296MSA		425/65R22.5 20PR	
12R22.5 16PR H	• G622RSD		12R22.5 16PR H	
225/70R22.5 16 ply	XZE		225/70R22.5 16 ply	

225/70R22.5 16 ply	X Multi • •		225/70R22.5 16 ply
385/65 22.5 18 ply			385/65 22.5 18 ply
11R22.5			11R22.5

- Means speed rated at 65 M.P.H.

SECTION C. RETREADS (Pattern is an indication only)

Size	Tire Pattern	Gov't Base Price Book (\$)	Discount %	Casing Credit	City Purchase Price
225/70R19.5	BDR – W2			225/70R19.5	
245/70R19.5	BDR – W2			425/65R22.5 20PR	
12R22.5 16PR H	BDR – W2, BDM3			12R22.5 16PR H	
225/70R22.5 16 ply	BDR – W2, BDM3			225/70R22.5 16 ply	
340/80R18	Snow Plus			225/70R22.5 16 ply	
11R22.5	BDR – W2, BDM3			385/65 22.5 18 ply	
				11R22.5	

Notes:

1. The Goods listed above were selected based on City's historical usage data. The City will not be limited to purchase Goods solely from those listed above. Applicants may provide a list of Good manufacturers they can provide at government or other discount pricing, allowing the City to purchase additional goods not listed above.
2. Additional types or sizes may be added, or items deleted, due to changes in equipment which may occur through purchase of new and disposal of old vehicles and equipment.
3. It is the City's expectation that the successful Applicant will maintain an adequate inventory of common items to deliver the tires within a timely manner.
4. The City does use retread but typically seeks a cost/refund of tire cases for the above Section C – Retreads tire sizes.

C. SERVICES, SUPPORT AND MISCELLANEOUS

1. INSPECTIONS

Daily inspections of vehicles at the Surrey Operations Centre, Surrey, B.C. at 6:30am
 Charge for this service – **Yes** _____ \$ _____ per _____, or

No _____

Semi-annual inspection of the Fire Department fleet at each of the City's Fire Halls.

Charge for this service – **Yes** _____ \$ _____ per _____, or

No _____

Semi-annual inspection (March and September) of City vehicles at Surrey Operations Centre, South Operations Centre, Hemlock Depot, and City Hall

Charge for this service – **Yes** _____ \$ _____ per _____, or

No _____

The semi-annual inspections include:

- Tire condition
- Tread depth
- Alignment issues

Following the inspections the contractor will provide a report and schedule a meeting with City staff to review the report and develop an action plan to resolve any deficiencies.

2. CUSTOMER SERVICE

Customer Service Approach: (Note: Applicant should describe their customer service approach, including issues management, reporting, etc.)

3. AFTER PURCHASE SUPPORT: (Note. Applicant should describe their after-purchase support (including engineering and technical support; and technical liaison and field services), including location of these services, service desk phone number and hours of operation, and how the City's needs will be addressed in critical times. Should include breadth and depth of support. Should describe how you will meet the City's expectation of high level of support.)

By Contractor:

By Manufacturer:

4. **PREVENTATIVE MAINTENANCE SUPPORT:** (Note: Identify location and hours of operation of authorized service centre(s):)

Location of Contractors Service Centre Premises:

Address	No. Bays	Passenger vehicle service Y/N	Medium Duty Vehicles Y/N	Commercial Heavy-Duty Vehicles Y/N

Location of wheel alignment services for passenger, medium duty and heavy-duty trucks:

Address	No. Bays	Passenger vehicle service Y/N	Medium Duty Vehicles Y/N	Commercial Heavy-Duty Vehicles Y/N

5. **WARRANTY:** (Note: Applicant should describe in detail your warranty program, including conditions and requirements to qualify, and claims procedure(s), You may include in your response copies of warranties but should provide a response as follows:)

By Contractor:

By Manufacturer:

Do your warranties cover the expense of technicians' travel time, and mileage to perform warranty repairs?

D. APPLICANT QUESTIONNAIRE

1. **APPLICANT SUMMARY:** *(Note: Provide background information (brief history, size, services offered, etc.)).*

2. Provide a general narrative description of the equipment/products and related services you are offering in your Application.

3. **EXPERIENCE AND CAPACITY:**

Experience: *(Note: 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)):*

Capacity: *(Note: Applicant should describe their capacity to take on this project (use the spaces provided and/or attach additional pages, if necessary)):*

4. **CUSTOMER REFERENCES:** *(Note: Applicant's references (name and telephone number). The City's preference is to have a minimum of three references;)*

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5. **KEY PERSONNEL:** (Note: List key personnel who would be the primary City contact(s) including key account executive and after purchase support, include a brief description of their knowledge of the subject matter and experience preferably with public agencies. By providing this information, you warrant and represent you have each individual's consent to disclosure of their personal information in accordance with privacy laws. (use the spaces provided and/or attach additional pages, if necessary)):

Name and Title	Mail & Phone Number	Area Responsibility	of Experience

Note: Responsibilities that are expected of Key Personnel are (a) to respond to and resolve City's questions and/or complaints about the Goods and/or Services being provided through the Applicant's services network. The customer service representative should acknowledge receipt of the City's inquiries, questions, or complaints within one business day. (b) Participate in any requested meetings with the Department Representative to discuss customer service-related issues and contract performance. (c) If the customer service representative cannot answer a question or resolve an issue without additional help, they should contact the necessary support staff and obtain the answer or resolve the issue and then contact the Department Representative with the final answer or resolution.

6. **AFTER HOURS/EMERGENCY ON-CALL SERVICES:** (Note: Applicant should describe their capacity to provide after hours/emergency on call services outside of regular hours of operation. Applicant should provide on-call contact information for regular hours and emergency/after hours contacts who are accessible by email and/or cell phone on a 24-hour per day, seven (7) days per week basis. (use the spaces provided and/or attach additional pages, if necessary)):

Description	Name and Title	Email & Phone Number	Area Responsibility	of
Regular Hours Contact Person				
Emergency/After Hours Contact				

Person.			
Warranty Support Contact(s)			
Other Contacts (Please state):			

7. **SUB-CONTRACTORS.** (Note: List all proposed subcontractors and the work they will undertake. Where final selection has not been made, identify the potential subcontractors from which the selection will be made. If none, indicate "Not Applicable". If any subcontractors are individuals, by providing this information, you warrant and represent you have each individual's consent to disclosure of their personnel information in accordance with privacy laws.) (use the spaces provided and/or attach additional pages, if necessary):

Name and Address	Contact Name / Phone Number	Area of Responsibility	Experience (including years working with Applicant)

8. **VEHICLES AND EQUIPMENT AND OTHER RESOURCES.** (Note: Applicant should provide details regarding the composition of their fleet including quality, configuration, age and condition to meet the demand. For example, typically, a minimum number of mobile service equipment (state quantity). Demonstration of the equipment offered may be required and must comply in all respects with the standards, requirements and governing regulations of the BC Motor Vehicle Act.)

9. **OTHER:** (Note: Identify any additional information you feel may be of interest or benefit to the City and Surrey Fire Services).

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10. 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):

Section	Requested Departure / Alternative(s)
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11. 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) Prime Contractor qualified coordinator 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 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 Contractor'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 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. **EXTENSION OF OFFER:** (Note: To promote cooperative purchasing efforts within the public sector, and to provide additional value to the Applicant, additional public entities may desire to opt into a contract with the successful Applicant(s) based on the prices, discounts, terms and/or conditions offered to the City. Identify your willingness to extend your offer under this RFA-SOA to other public entities with similar needs within British Columbia. Your response will not affect the evaluation of your Application.)

We agree to extend this Application under this RFA-SOA to other public entities within BC under separate agreement to be negotiated with such agency.

We do not agree to extend this offer under this RFA-SOA to other public entities within BC.

14. 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 _____, 2024.

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)