



REQUEST FOR QUOTATIONS

Title: Surrey Libraries Books Sorting Machine Replacement Program (AMH)

Reference No.: 1220-040-2024-011

FOR THE SUPPLY OF GOODS AND SERVICES

(General Services)

Issue Date: March 21, 2024

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REQUEST FOR QUOTATIONS

1. INTRODUCTION

The City of Surrey (the “City”) invites contractors to provide a quotation on the form attached as Schedule B – Form of Quotation to Attachment 1 – Draft Agreement – Goods and Services (the “Quotation”) for the supply of the goods (if any) and services described in Schedule A – Specifications of Goods and Scope of Services to Attachment 1 – Draft Agreement – Goods and Services (the “Goods and Services”). The description of the Goods and Services sets out the preferred requirements of the City. A person that submits a Quotation (the “Contractor”) should prepare a Quotation that meets the preferred requirements, and may as it may choose, in addition, also include goods, services or terms that exceed the minimum requirements.

2. ADDRESS FOR DELIVERY

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

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

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

3. DATE

The City would prefer to receive Quotations on or before **April 18, 2024** (the “Date”).

4. INQUIRIES

All inquiries related to this RFQ should be directed in writing to the person named below (the “City Representative”). Information obtained from any person or source other than the City Representative may not be relied upon.

Name: Sunny Kaila, Manager, Procurement Services

E-mail: purchasing@surrey.ca

Reference: 1220-040-2024-011

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

Contractors finding discrepancies or omissions in the Agreement or RFQ, or having doubts as to the meaning or intent of any provision, should immediately notify the City Representative. If the City determines that an amendment is required to this RFQ, the City Representative will issue an addendum in accordance with Section 5. No oral

conversation will affect or modify the terms of this RFQ or may be relied upon by any Contractor.

5. INFORMATION MEETING/SITE TOUR

An information meeting and site tour will be hosted by the City Representative to discuss the City's requirements under this RFQ (the "**Information Meeting/Site Tour**"). While attendance is at the discretion of Contractors, Contractors who do not attend will be deemed to have attended the Information Meeting and to have received all of the information given at the Information Meeting.

At the time of issuance of this RFQ, a Site Visit has been scheduled as follows:

Date: **March 28, 2024**

Time: **10:00 AM (PST)**

Where: City Centre Library, located at 10350 University Drive, Surrey, BC
Meet at the Lobby of the Library

Note: Contractors interested in participating in this Information Meeting should email their request to: purchasing@surrey.ca.

No minutes of the information meeting and site tour will be provided.

The Contractor is responsible for parking fees, if applicable.

6. ADDENDA

If the City determines that an amendment is required to this RFQ, the City Representative will issue a written addendum by posting it on the BC Bid Website at www.bcbid.gov.bc.ca and the City Website at www.surrey.ca (collectively, the "**Websites**"), and upon posting, any addenda will form part of this RFQ. It is the responsibility of Contractors to check the Websites for addenda. The only way this RFQ may be added to, or amended in any way, is by a formal written addendum. No other communication, whether written or oral, from any person will affect or modify the terms of this RFQ or may be relied upon by any Contractor. By delivery of a Quotation, the Contractor is deemed to have received, accepted and understood the entire RFQ, including any and all addenda.

7. NO CONTRACT

This RFQ is simply an invitation for quotations (including prices and terms) for the convenience of all parties. It is not a tender or a request for proposals and no obligations of any kind will arise from this RFQ or the submission of Quotations. The City may negotiate changes to any terms of a Quotation, including negotiation of amendments to Contractors' prices in Schedule B to a Quotation, and may negotiate with one or more Contractors or may at any time invite or permit the submission of quotations (including prices and terms) from other parties who have not submitted Quotations. This RFQ does not commit the City in any way to select a Contractor or to proceed to negotiations for a

contract, or to award any contract, and the City reserves the complete right to at any time reject all Quotations and to terminate this RFQ process.

8. ACCEPTANCE

A Quotation will be an offer to the City which the City may accept at any time by signing the copy of the Quotation and delivering it to the Contractor. A Quotation is not accepted by the City unless and until both the authorized signatory of the Contractor and the authorized signatory of the City have signed. Delivery of the signed Agreement by the City may be by fax or pdf e-mail or hard copy. In that event, the contract will be comprised of the documents included in the definition of Agreement in Attachment 1 – Draft Agreement – Goods and Services.

9. CONTRACTOR'S EXPENSES

Contractors are solely responsible for their own expenses in preparing and submitting Quotations, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from this RFQ. The City and its representatives, agents, consultants and advisors will not be liable to any Contractor for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any matter whatsoever, incurred by the Contractor in preparing and submitting a Quotation, or participating in negotiations for a contract, or other activity related to or arising out of this RFQ.

10. CONTRACTOR'S QUALIFICATIONS

By submitting a Quotation, a Contractor represents that it has the expertise, qualifications, resources, and relevant experience to supply the Goods (if any) and perform the Services.

11. CONFLICT OF INTEREST

A Contractor should disclose in its Quotation any actual or potential conflicts of interest and existing business relationships it may have with the City, its elected or appointed officials or employees. The City may rely on such disclosure.

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

Contractors and their agents will not contact any member of the City Council, City staff or City consultants with respect to this RFQ, other than the contact person named in Section 4, at any time prior to the award of a contract or the cancellation of this RFQ and which could be viewed as one Contractor attempting to seek an unfair advantage over other Contractors.

13. CONFIDENTIALITY

All Quotations become the property of the City and will not be returned to the Contractor. All Quotations will be held in confidence by the City unless otherwise required by law. Contractors should be aware the City is a "public body" defined by and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

14. SIGNATURE

The legal name of the person or firm submitting the Quotation should be inserted in the Quotation. The Quotation should be signed by a person authorized to sign on behalf of the Contractor and include the following:

- (a) If the Contractor is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Quotation should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Quotation on behalf of the corporation is submitted;
- (b) If the Contractor is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venturer should be included, and each partner or joint venturer should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the City that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venturer is a corporation then such corporation should sign as indicated in subsection (a) above; or
- (c) If the Contractor is an individual, including a sole proprietorship, the name of the individual should be included.

15. EQUIVALENTS, SUBSTITUTIONS, ALTERNATIVES

Unless otherwise expressly stated, if and wherever the specifications set out in Schedule A Specification of Goods and Scope of Services to Attachment 1 – Agreement Goods and Services, use a brand name of a manufacturer, make, trade name, or catalogue designation in specifying an item, it does not restrict Contractors to the identified manufacturer, make, trade name, or catalogue designation. The usage of such identification is simply to indicate the character, quality and/or performance equivalence of the commodity identified.

Prior to the Date, a Contractor may request, pursuant to Section 4 the City to approve a commodity(ies) (each, an “Equivalency”) to be included in a Quotation in substitution for a commodity(ies), indicated in Schedule A - Specification of Goods and Scope of Services to Attachment 1 – Agreement Goods and Services, on the basis that the substitution of the same or better character, quality and/or performance as the commodity(ies) indicated in Schedule A - Specification of Goods and Scope of Services and to Attachment 1 – Agreement Goods and Services, such that that the proposed Equivalency will serve the purpose for which it is intended to be used equally as well. Applications for an Equivalency should be in writing delivered to the City Representative, accompanied by appropriate supporting information, data, specifications and documentation. The City may request any additional supporting information, data, specifications and documentation it considers necessary to make a decision with respect to the application. If the City decides in its sole discretion to accept an Equivalency, then the City will provide written confirmation of such acceptance to the Contractor, without notification to other Contractors (subject to the City’s discretion under Section 4). The City is not obligated to review or accept any application for an Equivalency. Without limiting the City’s discretion as set out in this Section 14, the City may specifically refuse to approve an application for an Equivalency with which there may

be an associated increase to a Quotation Price or a delay to the supply and delivery of the Goods and Services.

The Contractor should clearly identify in its Quotation any Equivalencies approved by the City under this Section 14.

If the Contractor does not in its Quotation indicate any Equivalencies, the Contractor will be deemed to accept the commodity(ies) described in Schedule A - Specification of Goods and Scope of Services to Attachment 1 – Agreement Goods and Services.

16. MULTIPLE CONTRACTORS

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

In addition to any other provision of this RFQ, Quotations may be evaluated on the basis of advantages and disadvantages to the City that might result or be achieved from the City dividing up the Goods and Services and entering into one or more Contracts with one or more Contractors.

[END OF PAGE]

ATTACHMENT NO. 1 - DRAFT AGREEMENT – GOODS AND SERVICES

Reference Title: Surrey Libraries Books Sorting Machine Replacement Program (AMH)

RFQ No.: 1220-040-2024-011

THIS AGREEMENT dated for reference this _____ day of _____, 202_.

BETWEEN:

CITY OF SURREY
13450 - 104 Avenue
Surrey, B.C., V3T 1V8, Canada,

(the "City")

AND:

(Insert Full Legal Name and Address of Contractor)

(the "Contractor")

WHEREAS the City wishes to engage the Contractor to provide Goods and Services and the Contractor agrees to provide Goods and 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:

1. DEFINITIONS AND INTERPRETATION

1.1 In these General Terms and Conditions:

- (a) "Agreement" means this agreement and all schedules attached hereto;
- (b) "City" means the City of Surrey;
- (c) "Contractor" means a contractor whose Quotation has been accepted by the City and who is providing the Goods and Services under this Agreement;
- (d) "Fees" means the price set out in Schedule B – Quotation Extracts, for the provision of the Goods and Services, unless otherwise agreed by the parties in writing, and includes all taxes;
- (e) "Goods" means the equipment or materials (if any) as described generally in Schedule A, including anything and everything required to be done for the fulfilment and completion of this Agreement;
- (f) "Indemnitees" has the meaning described in Section 11.2;
- (g) "RFQ" means the Request for Quotations;
- (h) "Services" means the services as described generally in Schedule A including anything and everything required to be done for the fulfilment and completion of this Agreement; and
- (i) "Term" has the meaning described in Section 3.1.

- 1.2 This Agreement may be modified only by express and specific written agreement. In the event of a conflict between the provisions of any documents listed below, then the documents shall govern and take precedence in the following order:
- (a) this Agreement;
 - (b) Schedule B – Quotation Extracts;
 - (c) Schedule A – Specifications of Goods and Scope of Services; and
 - (d) other terms, if any, that are agreed to by the parties in writing.

- 1.3 The following attached Schedules are a part of this Agreement:

Schedule A – Specifications of Goods and Scope of Services;
Schedule A – 1 Preferred Technical Specifications;
Schedule A – 2 Floor Plans;
Schedule A – 3 Current City Centre Branch Sorter Process;
Schedule B – Quotation Extracts;
Attachment 1 – Prime Contractor Designation – Letter of Understanding; and
Attachment 2 – Contractor Health and Safety Expectations – Responsibility of Contractor(s)

2. GOODS AND SERVICES

- 2.1 The Contractor covenants and agrees with the City to provide the Goods and Services in accordance with this Agreement. The Goods and Services provided will meet the specifications and scope set out in Schedule A – Specifications of Goods and Scope of Services of this Agreement, and as described in Schedule B – Quotation Extracts of this Agreement.
- 2.2 The City may from time to time, by written notice to the Contractor, make changes in the specifications of Goods and scope of Services. The Fees will be increased or decreased by written agreement of the City and the Contractor according to the rates set out in Schedule B – Quotation Extracts of this Agreement.
- 2.3 The Contractor will, if requested in writing by the City, provide additional goods or services. 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 Schedule B – Quotation Extracts of this Agreement. The Contractor will not provide any additional goods or services in excess of the specification of Goods and scope of Services requested in writing by the City.
- 2.4 The Contractor will 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.
- 2.5 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.

- 2.6 The Contractor will coordinate the delivery and installation of the RFID sorting and circulation system under the supervision of the City's facility manager. The Contractor will coordinate their installation with other trades employed by the City as required. All delivery, installation and other staff entering the site must be prepared to enter an active construction site including having the necessary personal protection equipment (hard hat, high-visibility vest and steel toed boots), and must participate in the safety program established by the City's facility manager including their safety orientation if required.
- 2.7 The Contractor will coordinate with the Chief Librarian, City's Architect and design team to supply information regarding the RFID sorting and circulation system, including but not limited to information regarding space requirements, heat loads generated by the equipment, electrical requirements.

3. TERM

- 3.1 The Contractor will provide the Goods and Services for the period commencing on **(START DATE)** and terminating on **(END DATE)** (the "Term").
- 3.2 The parties may extend the Term by mutual agreement. If the Term is extended, the provisions of this Agreement will remain in force except where amended in writing by the parties.

4. TIME

- 4.1 Time is of the essence.

5. FEES

- 5.1 The City will pay the Fees to the Contractor in accordance with this Agreement. Payment by the City of the Fees will be full payment for the Goods and Services and the Contractor will not be entitled to receive any additional payment from the City.
- 5.2 For greater certainty, costs of general management, non-technical supporting services and general overhead are deemed to be covered by the Fees and will not be subject to additional payment by the City. The Fees shall also include without limitation all costs of boxing, packing, crating, and loading and unloading the Goods at the prescribed destination.

6. PAYMENT

- 6.1 Subject to any contrary provisions set out in Schedule B – Quotation Extracts of the Agreement, the Contractor will submit a **monthly** invoice to the City requesting payment of the portion of the Fees relating to the Goods and Services provided in the **previous month**. Invoices should include the Contractor's name, address and telephone number, the City's purchase order number **<< insert purchase order or contract reference number >>**, the Contractor's invoice number, the names, charge-out rates and number of hours worked in the **previous month** of all employees of the Contractor that have performed Services during the **previous month**; the percentage of Services completed and Goods delivered at the end

of the previous month; the total budget for the Goods and Services and the amount of the budget expended to the date of the invoice; taxes (if any); and grand total of the invoice.

- 6.2 If the City reasonably determines that any portion of an invoice is not payable, then the City will so advise the Contractor.
- 6.3 The 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.
- 6.4 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.

Invoices will be submitted by the Contractor electronically to: surreyinvoices@surrey.ca

- 6.5 Unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of Canada.
- 6.6 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.

7. USE OF WORK PRODUCT

- 7.1 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 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.

8. PERSONNEL AND SUBCONTRACTORS

- 8.1 The Contractor will provide only personnel who have the qualifications, experience and capabilities to provide the Goods and perform the Services.
- 8.2 The Contractor will provide the Goods and Services using the personnel and sub-contractors as may be listed in the Quotation, and the Contractor will not remove any such listed personnel or sub-contractors from the Services without the prior written approval of the City.
- 8.3 If the City reasonably objects to the performance, qualifications, experience or suitability of any of the Contractor's personnel or sub-contractors then the Contractor will, on written request from the City, replace such personnel or sub-contractors.

- 8.4 Except as provided for in Section 8.2, the Contractor will not engage any personnel or sub-contractors, or sub-contract or assign its obligations under this Agreement, in whole or in part, without the prior written approval of the City.
- 8.5 The Contractor will preserve and protect the rights of the City with respect to any Services performed under sub-contract and incorporate the 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.

9. LIMITED AUTHORITY

- 9.1 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.
- 9.2 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 Services. The Contractor will determine the number of days and hours of work required to properly and completely perform the Services. The Contractor is primarily responsible for performance of the Goods and Services and may not delegate or assign any Services to any other person except as provided for in Section 8.4. The Contractor will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-contractors.

10. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

- 10.1 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 provision of the Goods or performance of the Services and this Agreement, and will not, without the prior express written consent of the City, publish, release, disclose or permit to be disclosed any such information to any person or corporation, either before, during or after termination of this Agreement, except as reasonably required to complete the Goods and Services.
- 10.2 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.
- 10.3 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.

11. WARRANTIES

- 11.1 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.
- 11.2 The Contractor warrants and guarantees that Goods and Services delivered under this Agreement do not infringe any valid patent, copyright or trademark, foreign or domestic, owned or controlled by any other corporation, firm or person, and agrees to indemnify and save harmless the City and all of its elected and appointed officials, officers, employees, servants, representatives and agents (collectively the "Indemnitees"), from and against any and all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) by reason of any claim, action or litigation arising out of any alleged or actual infringement of any patent, copyright or trademark, foreign or domestic, relating to the Goods and Services supplied under this Agreement.

12. INSURANCE AND DAMAGES

- 12.1 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.
- 12.2 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.
- 12.3 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 contractors 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 (\$3,000,000) dollars per occurrence for bodily injury, death and damage to property; and
- (c) contractors' equipment insurance in an all risks form covering construction machinery and equipment used for the performance of the Services.

12.4 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.

12.5 The Contractor acknowledges that any requirement by 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.

12.6 The Contractor shall place and maintain, or cause any of its sub-contractors to place and maintain, such other insurance or amendments to the foregoing policies as the City may reasonably direct.

12.7 The Contractor hereby waives all rights of recourse against the City for loss or damage to the Contractor's property.

13. CITY RESPONSIBILITIES

13.1 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.

- 13.2 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.
- 13.3 If the City observes or otherwise becomes aware of any fault or defect in the delivery of Goods or the provision of Services, it may notify the Contractor, but nothing in this Agreement will be interpreted as giving the City the obligation to inspect or review the Contractor's performance with regards to delivering Goods or the performance of the Services.

14. DEFICIENCIES

- 14.1 The City shall have a reasonable time to inspect and to accept the Goods and Services. The City may reject any Goods or Services 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 or Services 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.
- 14.2 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 Goods or Services. This holdback may be held, without interest, until replacement Goods are received or such deficiency or defect is remedied.

15. INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION

- 15.1 Contractor shall indemnify, defend and hold City harmless from any and all actions, proceedings, or claims of any type brought against City alleging that the Services and/or documentation or City's use of the Services and/or documentation constitutes a misappropriation or infringement upon any patent, copyright, trademark, or other proprietary right or violates any trade secret or other contractual right of any Third Party. Contractor agrees to defend against, and hold City harmless from, any claims and to pay all litigation costs, all reasonable attorneys' fees, settlement payments and all judgments, damages, costs or expenses awarded or resulting from any claim. City shall, after receiving notice of a claim, advise Contractor of it. City's failure to give Contractor timely notification of said claim shall not effect Contractor's indemnification obligation unless such failure materially prejudices Contractor's ability to defend the claim. City reserves the right to employ separate counsel and participate in the defence of any claim at its own expense.
- 15.2 If the Services and/or documentation, or any part thereof, is the subject of any claim for infringement of any patent, copyright, trademark, or other proprietary right or violates any trade secret or other contractual right of any Third Party, or if it is adjudicated by a court of competent jurisdiction that the Services and/or documentation, or any part thereof, infringes any patent, copyright, trademark, or other proprietary right or violates any trade secret or

other contractual right of any Third Party, and City's use of the Services and/or documentation, or any part of it, is enjoined or interfered with in any manner, Contractor shall, at its sole expense and within thirty (30) calendar days of such injunction or interference, either: (a) procure for City the right to continue using the Services and/or documentation free of any liability for infringement or violation; (b) modify the Services and/or documentation, or parts thereof, with non-infringing Services and/or Documentation of equivalent or better functionality that is reasonably satisfactory to City; or (c) replace the Services and/or documentation, or parts thereof, with non-infringing Services and/or documentation of equivalent or better functionality that is reasonably satisfactory to City.

- 15.3 Contractor shall have no obligation to indemnify City for a claim if: (a) City uses the Services in a manner contrary to the provisions of this Agreement and such misuse is the cause of the infringement or misappropriation; or (b) City's use of the Services in combination with any product or system not authorized, approved or recommended by Contractor and such combination is the cause of the infringement or misappropriation.
- 15.4 No limitation of liability set forth elsewhere in this agreement is applicable to the Intellectual Property Infringement Indemnification set forth herein.

16. DEFAULT AND TERMINATION

- 16.1 In the event the Contractor does not deliver the Goods or perform the Services by the 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 delivery or performance, the City may deduct and set off from any payments owing to the Contractor all additional costs the City reasonably incurs on account of the late delivery or performance.
- 16.2 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.
- 16.3 The City may at any time and for any reason by written notice to the Contractor terminate this Agreement before the completion of all the Goods and Services, such notice to be determined by the City at its sole discretion. Upon receipt of such notice, the Contractor will perform no further Goods and Services other than the work which is reasonably required to complete the Goods and Services. Despite any other provision of this Agreement, if the City terminates this Agreement before the completion of all the Goods and Services, the City will pay to the Contractor all amounts owing under this Agreement for Goods and 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 Goods and Services not performed or other profit opportunities.
- 16.4 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 five (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.

- 16.5 If the City terminates this Agreement as provided by Section 15.4 then the City may:
- (a) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Goods and Services;
 - (b) withhold payment of any amount owing to the Contractor under this Agreement for the performance of the Goods and Services;
 - (c) set-off the total cost of completing the Goods and Services incurred by the City against any amounts owing to the Contractor under this Agreement, and at the completion of the Goods and Services pay to the Contractor any balance remaining; and
 - (d) if the total cost to complete the Goods and Services exceeds the amount owing to the Contractor, charge the Contractor the balance, which amount the Contractor will forthwith pay.

17. CURING DEFAULTS

- 17.1 If the Contractor is in default of any of its obligations under this Agreement, then the City may without terminating this Agreement, upon five (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.

18. DISPUTE RESOLUTION

- 18.1 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.
- 18.2 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.
- 18.3 Mediation: If all or any portion of a Dispute cannot be resolved by good faith negotiations within thirty (30) days, either party may by notice to the other party refer the matter to mediation. Within seven (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.

18.4 Litigation: If within ninety (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.

19. WCB AND OCCUPATIONAL HEALTH AND SAFETY

19.1 The Contractor agrees that it shall, at its own expense, procure and carry, or cause to be procured, carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in the supply of the Goods and Services. The Contractor agrees that 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.

19.2 The Contractor will provide the City with the Contractor's Workers' Compensation Board registration number and a letter from the Workers' Compensation Board confirming that the Contractor is registered in good standing with the Workers' Compensation Board and that all assessments have been paid to the date thereof prior to the City having any obligations to pay monies under this Agreement.

19.3 The Contractor agrees that it is the prime contractor for the Goods and Services as defined in the *Workers Compensation Act, R.S.B.C. 2019, c.1*, as amended. 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 Goods and 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.

Refer Appendix 1 – Prime Contractor Designation – Letter of Understanding for additional information.

19.4 Without limiting the generality of any other indemnities granted by the Contractor in this Agreement, the Contractor shall indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgements, 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.

19.5 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 Compensations Act* and Regulations pursuant thereto.

Refer to Appendix 2 – Contractor Health & Safety Expectations – Responsibility of Contractors for additional information.

19.6 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 to ascertaining or discovering, through inspections or review of the operations of the Contractor or otherwise, any deficiency or immediate hazard.

19.7 The Contractor understands and undertakes to comply with all Workers' Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations. All "Material Safety Data Sheets (MSDS)" shall be shipped along with the Goods and any future MSDS updates will be forwarded.

20. BUSINESS LICENSE

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

21. GENERAL PROVISIONS FOR GOODS

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

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

21.2 If this Agreement pertains to the fabrication, assembly or other processing of the Goods, representatives of the City shall be permitted free access at all reasonable times for the purpose of inspection, testing or obtaining information as to the progress of the fabrication, assembly or processing.

21.3 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.

22. COMPLIANCE

22.1 The Contractor will provide the Goods and Services in full compliance with all applicable laws, building codes and regulations.

22.2 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.

22.3 The Contractor shall comply with all applicable policies, procedures and instructions provided by the City.

23. JURISDICTION OF COUNCIL AND NON-APPROPRIATION

23.1 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.

23.2 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 thirty (30) days after the non-appropriation becomes final. Such termination shall take effect thirty (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.

24. WAIVER

24.1 Any failure of the City at any time or from time to time to enforce or require the strict keeping or performance of any of the terms and conditions contained in this Agreement shall not constitute a waiver of the terms and conditions and shall not affect or impair the terms or conditions in any way or the City's right at any time to avail itself of any remedies as the City may have for any breach of the terms and conditions.

25. APPLICABLE LAW AND CITY POLICIES

25.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia. The City and the Contractor accept the jurisdiction of the courts of British Columbia and agree that any action under this Agreement shall be brought in such courts.

25.2 The Contractor shall comply with all applicable policies, procedures and instructions provided by the City.

26. NOTICES

26.1 Any notice, report or other document that either party may be required or may wish to give to the other should be in writing, unless otherwise expressly provided for, and will be deemed to be validly given to and received by the addressee:

- (a) by hand, on delivery;
- (b) by facsimile, on transmission; or
- (c) by mail, five calendar days after posting.

26.2 The addresses for delivery will be as shown in the Quotation. In addition, the City may give notice to the Contractor by email at the Contractor's email address as shown in the

Quotation, which email will be deemed to be validly given and received by the Contractor on transmission. The Contractor may not give notice to the City by email.

27. MERGER AND SURVIVAL

27.1 The representations, agreements, covenants and obligations set out in this Agreement shall survive the delivery of the Goods and performance of the Services and payment of the Fees.

28. ENTIRE AGREEMENT

28.1 This Agreement, including the Schedules and any other documents expressly included by reference in 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 Goods and Services.

28.2 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.

29. SIGNATURE

29.1 This Agreement shall be signed by a person authorized to sign on behalf of the Contractor.

29.2 This Agreement may be executed in or one or more counterparts all of which when taken together will constitute one and the same Agreement, and one or more of the counterparts may be delivered by fax transmission or as a PDF file.

30. ENUREMENT

29.1 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 have executed the Contract on the day and year first above written.

CITY OF SURREY

by its authorized signatory:

<<NAME>>
<<Job Title>>

<<NAME OF CONTRACTOR>>

by its authorized signatory:

<<NAME>>

<<Job Title>>

SCHEDULE A – SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES

PROJECT TITLE: SURREY LIBRARIES BOOKS SORTING MACHINE REPLACEMENT PROGRAM (AMH)

1. GENERAL

The City invites Quotations for an automated materials handling system (AMH) for the City Centre Branch, located at 10350 University Drive, Surrey, B.C. The Contractor will provide for the supply, including any related design (configuration), delivery, storing, installation, configuration, integration, remote training, on-site training, implementation of all IT technical and functional equipment, customer support and maintenance for the full system and components of the system including warranties (the “Goods and Services”).

The Contractor may submit multiple Quotations if several units meeting the preferred Specifications are available. A separate Schedule B – Form of Quotation and Schedule B - Fees and Payments should be completed in full **for each** Good(s) proposed.

1.1 Background

The City Centre Branch's automated book sorter machine is at end of life and Surrey Libraries are looking for a replacement. The current sorter machine is integrated into sorting process at the City Centre Branch, with workflows built around it. Refer to Schedule A-3 Current City Centre Branch Sorter Process for information.

1.2 Overview of Requirements

The Contractor will:

- (a) Review of site conditions and considerations;
- (b) Supply of all Goods (including relevant hardware and software to operate) in accordance with the preferred technical specifications/requirements;
- (c) Supply all Services with qualified professionals in varying trade and professional disciplines, including the arrangement of all permits, and any utility coordination needed;
- (d) Provide training, post-implementation support, commissioning services and relevant manuals to the City for the delivery of the Goods and Services.
- (a) Review of the existing structural and electrical conditions of the site to determine suitability of the proposed Goods;
- (b) Provide necessary labour, materials, tools, equipment, and other related items and shall perform all operations necessary to complete the scope of Services;
- (c) Provide a detailed Quotation including hardware, installation (including any required removals of existing equipment, all necessary structural requirements, cables, connectors, power adaptors, maintenance, commissioning, and software solution;
- (d) Provision of local dealer warranty service and replacement parts at no cost to the City at a local dealer/manufacturer;
- (e) Provision of post-delivery services and parts availability at a local dealer/manufacturer;
- (f) Provide ongoing support to the City's technical team in the full operation of the Goods; and
- (g) Provide manufacturers' warranties, instruction sheets and replacement parts.

2. Technical Specifications.

The City's requirements are outlined in **Schedule A-1**

The Contractor is required to provide all necessary accessories, support documentation, etc., for a working system.

The Goods quoted should support a SIP connection and/or a Horizon Web Services connection. **The Contractor should indicate in their Quotation if the Goods provided can support a Horizon Web Services connection.**

The Contractor warrants that the Goods should be:

- (a) new and of recent manufacture, carrying full manufacturers', distributors' and installers' or suppliers' warranties unless otherwise required or permitted under this Agreement;
- (b) of best commercial grade quality, durable, and easy to use;
- (c) appropriate brands of various components and ensure interoperability of components of proposed brands;
- (d) free from defects in design, materials, workmanship, faults and faulty operation, and free from latent defects;
- (e) conform in all respects to the terms of this Agreement, all applicable laws, Good Industry Practice, and all applicable manufacturers' recommendations;
- (f) 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; and
- (g) Can be refurbished to extend life.

2.1 Software Upgrades and Enhancements

The Contractor should provide:

- (a) at no additional cost update versions of the software to operate on upgraded versions of operating systems, upgraded versions of firmware, or upgraded versions of web browsers;
- (b) at no additional cost interface software that are developed by the Contractor for interfacing the Services to other software products; and
- (c) at no additional cost, updated versions of the Services, that encompass improvements, extensions, maintenance updates, error corrections, or other changes that are logical improvements or extensions of the original Services supplied to the City.

The Contractor shall maintain any and all Third-Party software products at their most current version and at no additional charge. However, the Contractor shall not maintain any Third-Party software versions, including one version back, if any such version would prevent the City from using any functions, in whole or in part, or would cause deficiencies in the system. If implementation of an upgrade to a Third-Party software product requires additional personnel, the City and the Contractor shall discuss whether to implement such an upgrade and, if mutually agreed upon in writing, any additional charges to be paid by the City for such upgrade. Any additional costs that are charged by a Third-Party software manufacturer for an upgrade to a Third Party software product that is not covered by such product's maintenance agreement shall be charged to and paid for by the Contractor.

2.2 Enhancements

The Contractor shall provide the City with all enhancements and associated documentation that are provided as general releases of the software, in whole or in part, as part of the Services. Such documentation shall be adequate to inform the City of the problems resolved including any significant differences resulting from the release which are known by the Contractor. The Contractor warrants that each such enhancement general release shall be tested and perform according to the specifications. The Contractor agrees to correct corrupted City data that may result from any system deficiency introduced by the enhancement at no cost to the City. Enhancements to correct any deficiency shall be provided to the City at no additional cost and without the need for a change order.

3. FLOOR PLAN

To understand the space where Goods will be installed, a floor plan has been included under Schedule A-2. The related floor plan is provided for information and reference only.

Note: The Contractor will provide Good(s) layout to the City for review and approval. The proposed Good layout should efficiently utilize the available space as per the floor plans provided.

4. PRE-DELIVERY AND INSPECTION

Prior to delivery, the Good(s) shall be completely inspected and serviced by the Contractor and/or the manufacturer's Service Centre. The Contractor is responsible to ensure that the Goods are thoroughly tested, inspected, and that all deviations are corrected prior to delivery. The Goods shall contain a pre-delivery check sheet showing what operations have been performed on the Goods by the Contractor.

The City will inspect the Goods, upon delivery, for workmanship, appearance, proper functioning including accessories, systems, and conformance to all requirements of the specifications. In the event deficiencies are detected, the Goods will be rejected and it shall be the Contractor's responsibility to pick-up the Goods and make the necessary corrections and re-deliver the Goods for a re-inspection and acceptance.

Acceptance or rejection of the equipment shall be made promptly as practical, but failure to inspect the equipment shall not relieve the Contractor from responsibility for such Goods that are not in accordance with this RFQ.

The City shall be the final judge of all equipment in respect of both quality and quantity and its decisions on all questions in dispute with regard thereto will be final. The Goods not accepted will be returned to the Contractor at the Contractor's sole expense.

5. DELIVERY REQUIREMENTS

The Contractor will deliver the Goods free and clear of all liens and encumbrances in the manner and to the destination(s) 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.

Delivery Point

The Goods are to be delivered F.O.B. Destination at the City Centre Library, located at 10350 University Drive, Surrey, BC.

Deliveries are to be made between the hours of 8:00 a.m. to 4:00 p.m. Monday through Friday, excluding statutory holidays, unless other arrangements have been agreed to in writing from the City.

The Contractor should notify the City not less than three (3) working days prior to expected delivery / arrival to permit inspection scheduling. The City will not assume any liability for Goods delivered to an unauthorized location.

The Goods should be inspected by the City to determine compliance with the specifications and/or to test its ability to perform its intended use.

6. DOCUMENTATION

Documentation shall mean, collectively: (a) all materials published or otherwise made available to the City by the Contractor that relate to the functional, operational and/or performance capabilities of the Goods and Services; (b) all user, operator, technical, support and other manuals and all other materials published or otherwise made available by the Contractor that describe the functional, operational and/or performance capabilities; and (d) the results of any presentations or tests provided by the Contractor to the City.

The Contractor should provide the following documentation upon delivery:

- Copy of Purchase Order and Original Invoice(s).
- Warranty Policy(ies) and/or certifications as may be required in the Specifications.
- Parts, service, operators and maintenance manual(s) as may be required in the Technical Specifications; and
- Parts catalog for each type of equipment.

7. INSTALLATION OF GOODS

The Contractor shall take all precaution necessary during the installation of any Goods not to damage the premises or the property of the City. If damages do occur as a result of operations under this Agreement, the Contractor is responsible for ensuring that the affected areas/items are returned/restored to their original condition or shall make restitution, as agreed upon by the parties.

General:

The Contractor:

- (a) shall be fully responsible for the assembly team and the supervision of the team;
- (b) shall comply with all written installation instructions and recommendations for installing the Goods and performing the Services;
- (c) will provide and install Goods at the time and under conditions that will ensure the best possible results;
- (d) provide all documentation (i.e. warranty papers, Site drawings, product diagrams, operating manual and as-built drawings in CAD or hardcopy);
- (e) book sorting machines must be fully installed and tested to ensure operation with feature functionality as described in the manufacturer's specifications; and
- (f) will be responsible for ordering any missing, damaged, or incorrect items upon discovery.

8. SERVICE MANUALS AND ACCESSORIES

The Contractor should maintain Goods records as required to maintain Services, including the documentation of preventative maintenance routines. These records will include, at a minimum, the site of the unit of the Goods, serial number, make and model, and the start date and end date of the service period.

9. TRAINING & POST IMPLEMENTATION SUPPORT

9.1 Training

The Contractor should provide on-site and remote training sessions in the use of all hardware and software for the post implementation of the Goods.

9.2 Post Implementation Support

The Contractor should:

- (a) provide telephone support and a toll-free phone number for placing service calls.
- (b) have the ability to receive service calls and provide service support after hours or on weekends.
- (c) Provide post-implementation support through scheduled maintenance, phone, and onsite support.
- (d) Provide software support, and software upgrades at no cost to the City.

10. TITLE, RISK OF LOSS, FREIGHT

Title of the Goods shall remain with the Contractor until it is delivered to the City address specified and transfer of title is executed by the City.

The Contractor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur prior to delivery and acceptance.

The Contractor shall be responsible for customs clearance and payment of any duties and/or taxes owing at time of importation into Canada, as applicable.

11. CORRECTION OF WORK

The Contractor shall, at the Contractor's own expense, promptly:

- Repair or remove and replace defective materials and products (components). Restore damaged finishes.
- Remove and replace any damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- Undertake and complete, or cause to be undertaken and completed as necessary the touch-up of any scratches that occurred during installation.
- Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- Remove and replace chipped, scratched, and broken glass or reflective surfaces (as applicable).

12. FINAL CLEANUP (CONTRACTOR'S RESPONSIBILITY)

The Contractor shall maintain and leave the site in a tidy condition and free from the accumulation of waste products and/or debris.

Upon obtaining full installation and acceptance of the City:

- The Contractor to remove all surplus products, tools, and equipment relating to the work that is not required for the performance of the remaining work.
- The Contractor to remove waste, debris and waste products other than that caused by the City and leave the place of the work clean.
- All areas shall be thoroughly vacuumed and cleaned free from all waste materials supplied or used by the Contractor's installer.
- All furnishings should be dust free, grease free, and generally clean so that the City may inspect them for preliminary acceptance.

13. MANUFACTURER'S WARRANTY

The Contractor will be required to furnish a warranty by the manufacturer that the equipment is suitable for the service intended, in accordance with the specifications defined herein. The Contractor shall agree to replace and install without charge [including all labour], within the scope of the warranty, any defective part or any parts that are determined by the City not to be suitable for the service intended.

The warranty period will go into effect at the time the Goods are placed into service by the City. Contractors are to include a complete warranty statement with their Quotation.

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SCHEDULE A – 1 PREFERRED TECHNICAL SPECIFICATIONS

The specification herein states the preferred specifications of the City of Surrey.

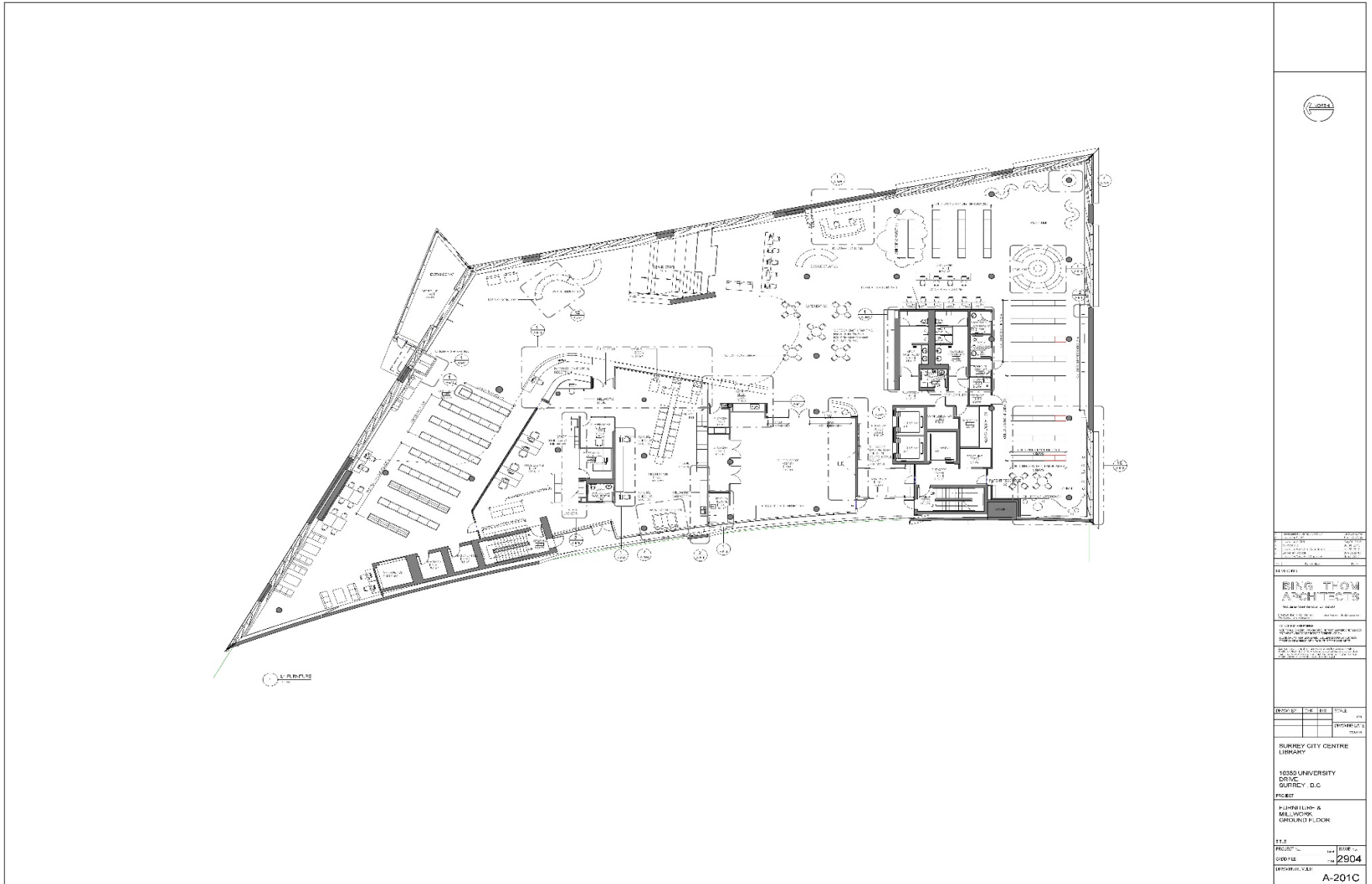
#	Current Machine	Priority
1	The machine takes inputs from 2 induction points. One for staff and one for public.	Mandatory
2	The machine has 9 bins that books are sorted into	Highly Desirable
3	Books are sorted based on collection code and barcode/RFID tag	Mandatory
4	Books are deposited into the machine one at a time	Highly Desirable
5	There is no limit to the number of books that can be deposited into the sorter	Mandatory
Upgrades/Changes		
6	Adding another induction point for the public. Currently there is 1 induction point for public	Preferred
7	An induction point from the external book drop that connects to the sorter instead of staff carrying it to the sorter (possibility of a smart chute)	Preferred
8	A “book dump” that can de-shingle the books and sort them into the correct bins (public facing)	Preferred
9	Sorter accepts small books without causing jams	Preferred
10	Books placed by the machine on shelving carts (trolley) that can be wheeled away for re-shelving instead of in bins where books are pulled out of and placed on shelves by staff	Preferred
11	Damaged items or missing audio-visual material is not discovered until later – ability of alert regarding missing/damaged items at the time of check-in.	Preferred
12	Base of the bin to raise to the top as number of books reduces. The base of the bin currently only raises to halfway this leads to ergonomic strain.	Highly Desirable
13	Automate the printing of the holds slip which is placed on the correct books as they are checked-in before being placed into the holds bin	Preferred
14	Option to have check-in receipt to be e-mailed to patrons instead of printed out if patron chooses.	Preferred
Error Detection		
15	Bin full detector to be set at the correct height to stop books from falling on the floor before the alert goes off. It is currently too high.	Highly Desirable
16	Expected error rate of the sorting process is less than 0.01%	Highly Desirable
17	Audio alert for when a jam occurs.	Mandatory

18	Audio alert for when a bin is missing or full.	Mandatory
19	Audio alert for when a jam occurs or bin is missing or full to have a sound that is more pleasing for the staff ears.	Preferred
20	Emergency stop for staff to stop the machine	Mandatory
User Interface/Training		
21	The user interface should be user-friendly requiring minimal training to operate: (Changing bins, fewer steps to re-starting the machine)	Highly Desirable
22	Minimal staff training should be required for staff to re-start the computers	Highly Desirable
23	Minimal staff training should be required for staff to clear jams	Highly Desirable
Connectivity		
24	Be able to connect to the sorter remotely, using a web interface	Highly Desirable
25	Be able to support SIP communication protocol	Highly Desirable
26	Support for Horizon Web Services communication and potentially other types of integration such as API, encryption for future flexibility	Preferred
27	Real time tracking, as patrons will receive a checked-in receipt at the time of submission into the sorter.	Highly Desirable
28	Provide support to securely integrate with a cloud based system.	Highly Desirable
Reports		
29	New system should have at least a year's worth of reports and data to go back to (detailed data for hourly and daily statistics)	Highly Desirable
30	Reports that can provide hourly and daily statistics - for example number of times emergency stop is used, month to month comparison, types of items checked in	Highly Desirable
31	Reports on the kinds of errors and how often	Highly Desirable
32	Connection (API) into backend data, or ability to extract csv for data for digital analytics team	Preferred
33	Current system has reports on number of items to each bin (%)	Highly Desirable
34	Current system has reports such as item totals by day of the week.	Highly Desirable
35	A minimum of 3 to 5 years of data retention for statistics and reporting purposes (high level data)	Highly Desirable
36	Ability to migrate existing data from the current sorter to replacement	Highly Desirable
37	Reports on percentage of materials handled by automated solution vs. manual check ins.	Preferred
Maintenance and Support		

38	Regular support for a minimum of 8 years, ideally 10 years for a new machine.	Highly Desirable
39	Regular maintenance/cleaning schedule be applied such as monthly, and/or quarterly.	Highly Desirable
40	Ability to have a technician visit on site	Highly Desirable
41	Options for refurbishment of machine or parts of the machine	Preferred

[END OF PAGE]

SCHEDULE A-2 FLOOR PLAN



DATE	2024.01.15
PROJECT	SURREY CITY CENTRE LIBRARY
CLIENT	SURREY CITY
ARCHITECT	BING THOM ARCHITECTS
SCALE	AS SHOWN

BING THOM ARCHITECTS
 1005 UNIVERSITY DRIVE
 SURREY, B.C. V3T 2G4
 TEL: 604.593.8888
 WWW.BINGTHOMARCHITECTS.COM

NO.	REV.	DATE	BY	CHKD.

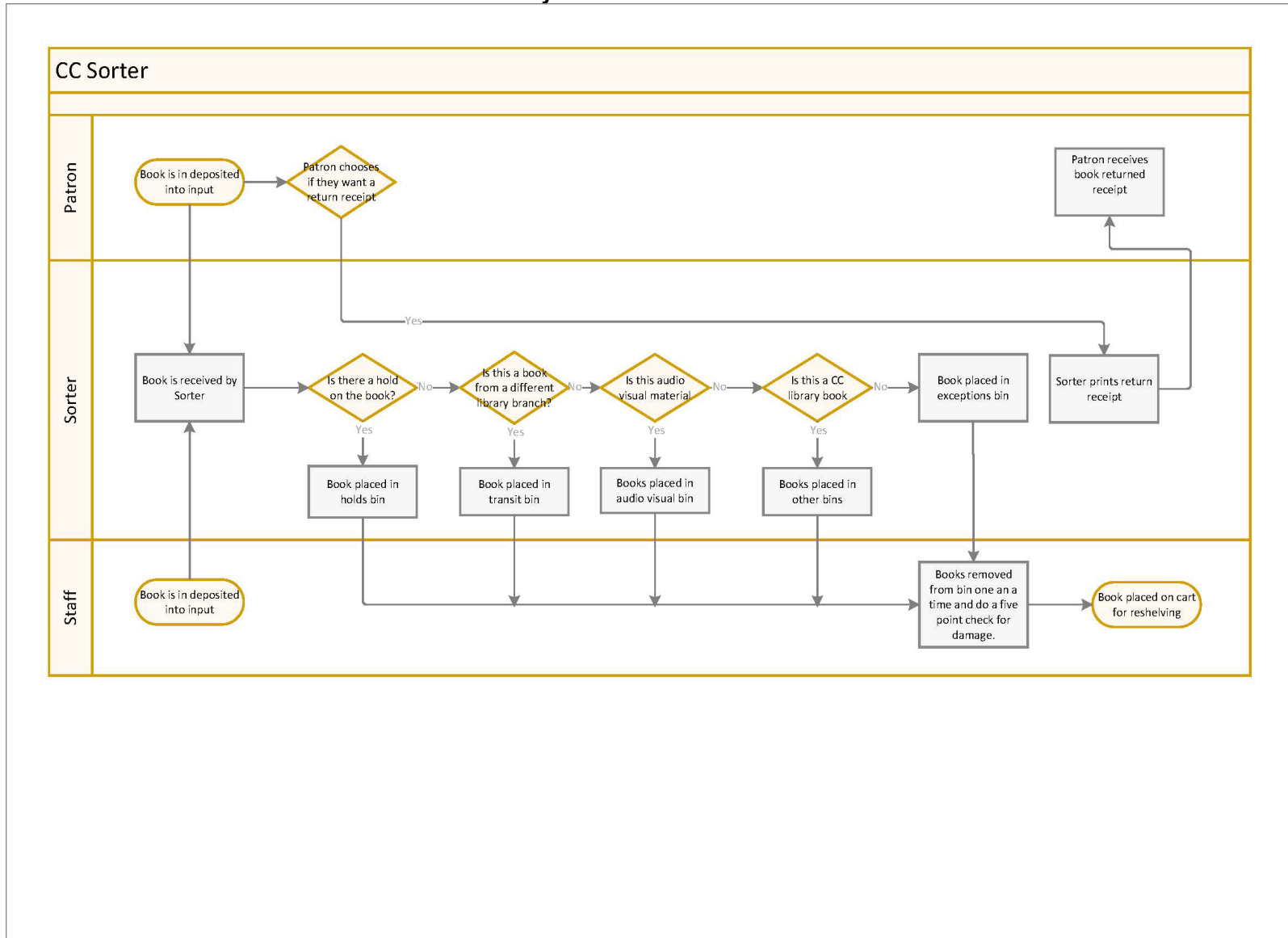
SURREY CITY CENTRE LIBRARY

1005 UNIVERSITY DRIVE
 SURREY, B.C.

PHASE 1 - A
 MECHANICAL WORK
 GROUND FLOOR

PROJECT NO.	2904
DATE	2024.01.15
PROJECT NAME	SURREY CITY CENTRE LIBRARY
PROJECT NO.	A-201C

SCHEDULE A-3 Current City Centre Branch Sorter Process





SCHEDULE B – QUOTATION

RFQ Title: Surrey Libraries Books Sorting Machine Replacement Program (AMH)

RFQ No: 1220-040-2024-011

CONTRACTOR

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. If this Quotation is accepted by the City, a contract will be created as described in:
 - (a) the Agreement;
 - (b) the RFQ; and
 - (c) other terms, if any, that are agreed to by the parties in writing.

2. Capitalized terms used and not defined in this Quotation will have the meanings given to them in the RFQ. Except as specifically modified by this Quotation, all terms, conditions, representations, warranties and covenants as set out in the RFQ will remain in full force and effect.

I/We have reviewed the RFQ Attachment 1 – Draft Agreement – Goods and Services. If requested by the City, I/we would be prepared to enter into that Agreement, amended by the following departures (list, if any):

Section	Requested Departure(s)
_____	_____
_____	_____

Please State Reason for the Departure(s):

3. The City requires that the successful Contractor have the following in place **before providing the Goods and 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 [Standard Certificate of Insurance](#);
 - (d) City of Surrey or Intermunicipal Business License: Number _____;
 - (e) If the Contractor's Goods and Services are subject to GST, the Contractor's GST Number is _____; and
 - (f) If the Contractor 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 Quotation, we advise that we have the ability to meet all of the above requirements **except as follows** (list, if any):

Requested Departure(s):

Please State Reason for the Departure(s):

4. The Contractor acknowledges that the departures it has requested in Sections 3 and 4 of this Quotation will not form part of the Agreement unless and until the City agrees to them in writing by initialing or otherwise specifically consenting in writing to be bound by any of them.

Changes and Additions to Specifications:

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

7. I/We have reviewed the RFQ Attachment 1, Schedule A – Specifications of Goods and Scope of Services. If requested by the City, I/we would be prepared to meet those requirements, amended by the following departures and additions (list, if any)

Requested Departure(s)

Please State Reason for the Departure(s):

Description of the Proposed Solution

8. The Contractor should provide a complete description of the proposed solution and illustrate the components and systems comparing the Contractor’s proposed AMH solution to the preferred requirements, include a timeline with key milestones for product delivery, installation, and staff training.

Fees and Payments

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

Prices reflected in the Quotation should include any discounts extended. Unit prices should be quoted for all components and costs for hardware, software, installation and service. Contractor price(s) include and covers all duties, taxes, handling and transportation charges, and all other charges incidental to and forming part of this Quotation. The Contractor shall be responsible for customs clearance and payment of any duties and/or taxes owing at the time of importation into CANADA, as applicable.

Schedule B - Fees & Payment [Sample Pricing Spreadsheet] may be viewed and/or downloaded from the City of Surrey’s Managed File Transfer Service (MFT):

Hostname: <https://mft.surrey.ca>
Logon ID: surreybid
Password: Welcome

Locate Folder 1220-040-2024-011

Experience, Reputation and Resources:

10. Contractor's relevant experience and qualifications in delivering Goods and Services similar to those required by the Agreement (use the spaces provided and/or attach additional pages, if necessary):

11. Contractor's references (name and telephone number) (use the spaces provided and/or attach additional pages, if necessary). The City's preference is to have a minimum of three references. Previous clients of the Contractor may be contacted at the City's discretion.

12. Contractors should identify and provide the background and experience of all key personnel proposed to provide the Goods and Services (use the spaces provided and/or attach additional pages, if necessary):

Key Personnel

Name: _____

Experience: _____

Dates: _____

Project Name: _____

Responsibility: _____

13. Contractors should identify and provide the background and experience of all sub-contractors and material suppliers proposed to undertake a portion of the Goods and Services (use the spaces provided and/or attach additional pages, if necessary):

<i>Description of Goods & Services</i>	<i>Sub-Contractors & Material Suppliers Names</i>	<i>Years of Working with Contractor</i>	<i>Telephone Number and Email</i>

14. Describe the equipment, technologies, and other resources you will utilize for the Goods and perform the Services efficiently and effectively and meet the City's preferred timelines.

a) Measurements of the hardware components

b) Options to expand/reconfigure sorting system

c) Compatibility with SirsiDynix Horizon ILS

d) Compatibility with other ILS.

e) Handling of materials that only have barcode and/or RFID.

f) Handling of materials that have neither barcode nor RFID tags.

g) Scope and methodology for staff training in the use of all hardware and software.

h) Responding to hardware and software malfunctions e.g. service hours, guaranteed response times for on-site diagnosis & repair, local service technicians, etc.

i) **Buy Back:** At the end of the purchased Goods's life cycle, the City may replace the Goods. Provide information on your company's buy-back program and the value that the City would receive on further replacement purchases.

j) **Removal and Disposal of existing Goods:** Provide how the Contractor will handle disposal of existing equipment, if applicable.

k) **Upgrades:** The City may request upgrades for Goods with the manufacturer recommended change. Provide information on your company's system upgrades (i.e. firmware releases, software upgrades and security hot fixes, etc.)

l) **Conceptual Drawings:** Based on the information provided in Schedule A, the Contractor should provide a conceptual drawings of how the sorting machines will be laid out.

m) **Refurbish:** Describe your company's refurbishment program, if any, that the Contractor may offer the City.

n) **Training:** Describe the proposed training (remote and on-site) that the Contractor would provide the City staff in maintaining hardware and software, etc., at no additional cost to the City.

o) **Warranty:** Describe the Contractor's warranty policy including what is covered under this policy. How long the warranty period lasts and how the Contractor will resolve issues that will arise during this warranty period.

p) **Service and Maintenance Agreement:** Provide a copy of the software license agreement and maintenance service agreement, as applicable.

15. I/We the undersigned duly authorized representatives of the Contractor, having received and carefully reviewed the RFQ and the Agreement, submit this Quotation in response to the RFQ.

This Quotation is offered by the Contractor this _____ day of _____, 202__.

CONTRACTOR

I/We have the authority to bind the Contractor.

(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)

ATTACHMENT 1 – PRIME CONTRACTOR DESIGNATION

Letter of Understanding

As per the requirements of the *Workers' Compensation Act*, R.S.B.C. 2019, Chapter 1, Part 2, Division 4, Section 24 and 25 which states:

Coordination of multiple-employer workplaces

24 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,

- (1) 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.
- (2) 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.: 1220-030-2024-011

Project Title and Site Location: Surrey Libraries Sorting Machine Replacement Program

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 Section, 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.

ATTACHMENT 2 – CONTRACTOR HEALTH AND SAFETY EXPECTATIONS

Responsibility of the 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 employer and contractor's 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 WorkSafeBC Occupational Health and Safety Regulation and to all 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 and provincial 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, hot work, lockout, excavations and shoring, traffic management, etc.
3. Contractor must identify workplace hazards and implement suitable controls to decrease the risk.
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 to the coordinator.
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 their 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 WorkSafeBC regulations
- 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 acts 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.

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. If working at 25 feet or higher, that is not protected by permanent guardrails, a written workplace fall protection plan must be developed.
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. All materials, tools, products and equipment are to be kept in their designated areas.
 - c. Liquid spills are to be cleaned up immediately to prevent slips and falls.
 - d. 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/I-pod Headphones 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.
18. An Exposure Control Plan and written Safe Work Procedures and must be accessible for work tasks that involve handling or disturbing Asbestos (i.e.. AC pipe), Lead (i.e.. paint) or Silica (i.e.. concrete) containing products.

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 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: _____