



**REQUEST FOR APPLICATIONS FOR
STANDING OFFER AGREEMENTS**

Title: Commercial Large Format Printing Services

Reference No.: 1220-060-2019-019

FOR THE SUPPLY OF GOODS AND SERVICES

(General Services)
Issue Date: February 27, 2020

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REQUEST FOR APPLICATIONS FOR STANDING OFFER AGREEMENTS

1. INTRODUCTION

The City of Surrey (the "**City**") invites applicants to submit an application on the form attached as Schedule C (the "**Application**") for the provision of commercial large format printing services described in Schedule A (the "**Goods and Services**"). The description of the Goods and Services sets out the preferred requirements of the City. A person that submits an Application (the "**Applicant**") should prepare an Application that meets the minimum requirements, and may as it may choose, in addition; also include goods, services or terms that exceed the minimum requirements.

2. NATURE OF A STANDING OFFER AGREEMENT

It is understood and agreed by the Applicant that should an Application be selected by the City, it will result in a standing offer agreement ("**Standing Offer**") only and the Goods and Services will be ordered by the City solely on an "as and when required" basis. The aggregate value of Goods and Services which may be ordered is conditional upon the needs of the City. No compensation will be accrued, owed or paid to any Applicant in the event that the Goods and Services are not ordered. If a Standing Offer is executed by the City, at the sole option of the City, the City may place an order (the "**Order**"), for Goods and Services specified in the Order and the Applicant agrees to provide those Goods and Services. The parties agree that the City may not place any orders for Goods and Services with the Applicant for the duration of the term of the Standing Offer. The parties agree that the City may purchase identical or similar Goods and Services from any other source.

3. ADDRESS FOR DELIVERY

The Application should be labelled with the Applicant's name, RFA-SOA title and number. An Application should be submitted in the form attached to this RFA-SOA as Schedule C – Form of Request for Applications for Standing Offer Agreement.

The Applicant may submit an Application either by email or in a hard copy, as follows:

(a) Email

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

PDF emailed Applications are preferred and the City will confirm receipt of emails. Note that the maximum file size the City can receive is 10Mb. If sending large email attachments, Applicants should phone to confirm receipt. An Applicant bears all risk that the City's equipment functions properly so that the City receives the Quotation.

(b) Hard Copy

If the Applicant chooses NOT to submit by email, the Applicant should submit one (1) original unbound Application and one (1) copy (two (2) in total) which should be delivered to the City at the office of:

Name: Richard D. Oppelt
Manager, Procurement Services
at the following location:

Address: City of Surrey, Surrey City Hall
Finance Department – Procurement Services Section
Reception Counter 5th Floor West
13450 – 104th Avenue, Surrey, B.C., Canada, V3T 1V8

4. DATE

The City would prefer to receive Applications on or before **March 19, 2020**. The City's office hours are 8:30 a.m. to 4:30 p.m., Monday to Friday, except statutory holidays.

5. INQUIRIES

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

Name: Richard D. Oppelt, Manager, Procurement Services
E-mail: purchasing@surrey.ca

Reference: 1220-060-2019-019

6. ADDENDA

If the City determines that an amendment is required to this Request for Applications for Standing Offer Agreements (RFA-SOA), the contact person will issue a written addendum by posting it on the BC Bid Website at www.bcbid.gov.bc.ca (the “**BC Bid Website**”) and the City Website at www.surrey.ca (the “**City Website**”) that will form part of this RFA-SOA. It is the responsibility of Applicants to check the BC Bid Website and the City Website for addenda. The only way this RFA-SOA may be added to, or amended in any way, is by a formal written addendum. No other communication, whether written or oral, from any person will affect or modify the terms of this RFA-SOA or may be relied upon by any Applicant. By delivery of an Application, Applicant is deemed to have received, accepted and understood the entire RFA-SOA including, any and all addenda.

7. NO CONTRACT

This Request is simply an invitation for Applications (including prices and terms) for the convenience of all parties. It is not a tender and no obligations of any kind will arise from this Request or the submission of an Application. The City may negotiate changes to any terms of an Application, including terms in Schedules A and B of the Request, including prices, and may negotiate with one or more Applicants or may at any time invite or permit the submission of Applications (including prices and terms) from other parties who have not submitted an Application.

8. ACCEPTANCE

An Application will be an offer to the City which, the City may accept at any time by signing the copy of the Application and delivering it to the Applicant. An Application is not accepted by the City unless and until both the Authorized Signatory and the Purchasing Representative have signed on behalf of the City. Delivery of the signed Application by the City may be by fax or email. In that event, the resulting Standing Offer will be comprised of the documents included in the definition of Agreement in Schedule B – General Terms and Conditions.

9. APPLICANT'S EXPENSES

Applicants are solely responsible for their own expenses in preparing and submitting an Application, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from the Request. The City will not be liable to any Applicant for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, incurred by the Applicant in preparing and submitting an Application, or participating in negotiations, or other activities relating to or arising out of this Request.

10. APPLICANT'S QUALIFICATIONS

By submitting an Application, an Applicant represents that it has the expertise, qualifications, resources, and relevant experience to supply the Goods and Services.

11. CONFLICT OF INTEREST

An Applicant must disclose in its Application any actual or potential conflicts of interest and existing business relationships it may have with the City, its elected or appointed officials or employees. The City may rely on such disclosure.

12. SOLICITATION OF COUNCIL MEMBERS AND CITY STAFF

Applicants and their agents will not contact any member of the City Council or City staff with respect to this Request, other than the contact person named in Section 3, at any time prior to the award of a Standing Offer or the cancellation of this Request.

13. CONFIDENTIALITY

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

14. SIGNATURE

The legal name of the person or firm submitting the Application should be inserted in the Application. The Application should be signed by a person authorized to sign on behalf of the Applicant as follows:

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

-END OF PAGE-

SCHEDULE A – SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES

COMMERCIAL LARGE FORMAT PRINTING SERVICES

1. PURPOSE

This Schedule A is included to familiarize potential Contractors with the overall scope of the anticipated procurement. All of the requirements described in this Schedule are service levels that the City expects to be satisfied by the Contractor. Contractors should indicate their willingness and ability to satisfy these requirements.

2. OBJECTIVES

This process is intended to achieve the following objectives:

- (a) Provide a comprehensive competitively solicited master agreement offering Goods and Services to various City facilities;
- (b) Establish a Standing Offer as an Applicant's primary offering to the City;
- (c) Achieve cost savings for Applicant's and City facilities through a single competitive solicitation process that eliminates the need for multiple solicitations/proposals;
- (d) Combine the volumes of various City facilities to achieve cost effective pricing;
- (e) Enhance the City's management of costs and vendor performance through usage of expenditure reports, and the establishment of vendor key performance measures;
- (f) Strong co-operative and proactive relationship with the Contractor; and
- (g) Provide the City with environmentally responsible products and services.

3. SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES

The Applicant will provide a broad range of printing services which meet the needs of the City.

This is a request for applications for a Standing Offer for the supply of commercial large format printing, reprographics/duplicating and related services for use by the City of Surrey, on an as and when requested basis.

The City intends to award to an Applicant who submits an Application which in the opinion of the City, represents best overall value.

4. DEFINITION OF GOODS AND/OR SERVICES

The category descriptive examples below are not to be considered restrictive, but rather, provide a general, non-inclusive, description of the category.

The supply arrangements will cover the following products:

CATEGORY	NAME	DESCRIPTION
Category 1	Coroplast Signage	
Category 2	Mesh Flex Vinyl	scrim banner with grommets
Category 3	Flex Vinyl banners	with hemming and grommets
Category 4	Arch Signs	approx. 48" x 96" x 4mm, white coroplast, double sided print, trim to shape and 1 grommet top centre
Category 5	Wooded Kiosks	approx. 38.5" x 85", tapered – covered with white SAV decal, mounted onto supplied wood panels
Category 6	Transit Shelter Ads	approx. 47" W x 68" H - .0175 translucent styrene
Category 7	City Banners standard tapered	26"W x72"h, recyclable or recycled materials only. Sleeve specs: open end sleeve, size depending on banner size. Grommets/Gussets: 2 x3/4" grommets and gussets, reinforced stitch, Edge finish: reinforced double stitch seam. Full colour print.
Category 8	City Banners large rectangular	30.5" W x 82"H, recyclable or recycled materials only. Sleeve specs: open end sleeve, size depending on banner size. Double stitched seam. Grommets/Gussets: 2 x3/4" grommets with gussets, reinforced stitch, Edge finish: reinforced double stitch seam. Full colour print.
Category 9	Retractable/Roll Up Banners (including hardware)	(approx. 33" x 78.5") with an option for the EuroStand Reskin (graphic only): 33"x 70.875"

The City has printed a large volume of coroplast signage for 5 major festivals plus smaller events throughout the year (both single and double sided). The intent is for each Applicant to submit their complete line of related products, services and solutions so that City may order a wide array of Goods, services and solutions as appropriate to their needs.

5. PRODUCT SAMPLES

During the term of the Standing Offer Agreement, the City may request product samples for testing and evaluation to ensure that the Goods meet the City's preferred requirements and are suitable for their purpose. Product samples may also be required when evaluating new goods, substitutions or alternatives.

These goods samples shall be provided to the City at no cost. At the end of the sample evaluation, the City is under no obligation to purchase these samples. The City may, however, choose to purchase the samples at discounted prices or the samples will be returned at the Applicant's cost.

Prior to sending an Order, the City may request samples of Goods at no charge.

6. MINIMUM ORDER

There is no minimum order requirement on spend and/or volume.

7. NO GUARANTEE OF VOLUME OF WORK OR EXCLUSIVITY OF AGREEMENT

The information contained in this RFA-SOA constitutes an estimate and is supplied solely as a guideline to the Applicant. Such information is not guaranteed, represented, or warranted to be accurate, nor is it necessarily comprehensive or exhaustive.

Nothing in this RFA-SOA is intended to relieve the Applicant from forming its own opinion and conclusion with respect to the matters addressed in this RFA-SOA. Transaction activities described is an estimate only and may not be relied upon by the Applicant.

The Standing Offer executed with the Applicant may not be an exclusive agreement for the provision of the Goods and Services. The City may contract with others for the same or similar Goods and Services to those generally described in the RFA-SOA.

Historical printing volumes are approximately \$125,000.00 per year, however, that may not represent the value of any contract that may or may not result from a Standing Offer Agreement. Past requirements may not represent future requirements, but they are the City's best estimate. Actual quantities of purchases may vary and are not guaranteed.

<u>LARGE FORMAT PRINTING - 2019</u>	<u>VOLUME - Estimate Annually</u>
Transit Shelter Ads (TSA's) - Styrene	414
Arch Signs (Coroplast) -Double Sided	43
Wooden Kiosks (Decaled)	134
City Banners (Lamp Standards)	1717
Coroplast Signage	468

****These volumes do not reflect potential future orders**

8. GOODS DELIVERY

The City requires various types of delivery from inside the door to the dock of the City's various locations. The City may have more than one (1) delivery location.

The Applicant should deliver orders with correct Goods and quantities within the agreed lead time.

Goods should be packaged appropriately to ensure safe delivery. All deliveries must include a packing slip specifying the City's required information (e.g., name of the employee who places the Order, purchase order number, Goods and quantities ordered and shipped, back ordered Goods and quantities, if any).

Deliveries should be made by the Applicant's own transportation fleet or a reputable transportation company that allows for tracking of the shipments.

9. DELIVERY LEAD TIME

Regular Lead Time

The Applicant should be able to deliver the Goods within the timeline given by the City at the order placement.

The Applicant and City may mutually agree upon other lead times and/or terms which are mutually beneficial to both parties.

Rush Delivery Order Fulfillment Lead Time

From time to time the City may request a rush delivery, the Applicant and City shall mutually agree upon a lead time most suitable to both parties.

10. DAMAGED OR DEFECTIVE SHIPMENT

Goods may not be accepted upon delivery if:

- The Goods or packaging of Goods are defective (e.g., broken and/or damaged);
- The Goods or packaging of Goods are not delivered as agreed; or
- The Goods were substituted without prior approval from the City.

The Applicant will be responsible for all shipping costs related to the return and replacement of any damaged or defective Goods from the City's location. The City will not be responsible for any re-stocking charges due to damaged or defective Goods received.

11. BACK ORDER

Back orders should be confirmed at the time of the order confirmation with an estimated delivery date. The City will have an option to cancel or keep the back order.

12. ENVIRONMENTAL CONSIDERATIONS

The City is committed to reducing the carbon footprint. The Applicant should keep the City informed about any environment-friendly Goods, new technologies and/or green initiatives (e.g., ink). The Applicant should, in consultation with the City, make any environmentally friendly Goods, new technologies and/or green initiatives available to the City as required.

13. ACCOUNT MANAGEMENT SUPPORT

The Applicant should provide appropriate Standing Offer Agreement management support including but not limited to:

- (a) Attending business review meetings with the City to review the Standing Offer Agreement, deliverables, sales, issue management, opportunities for improvement, and other appropriate business activities, when called;
- (b) Managing issue resolution in a timely manner (with escalation processes to resolve outstanding issues);
- (c) Monitoring, managing and reporting pricing, savings and service quality (including customer support); and

- (d) Conducting a comparative analysis (e.g., saving analysis to the City) and survey regularly during the Term of the Standing Offer Agreement to ensure customer satisfaction and in support of the City strategic printing services requirements;

14. CUSTOMER SUPPORT SERVICES

The Applicant shall provide effective customer support to the City including but not limited to:

- (a) A responsive customer service representative (or a team of staff lead by an account executive) will be assigned to the City to support the City’s needs by providing day-to-day and ongoing administrative support (as needed);
- (b) The Applicant’s team must be responsive to the needs of the City (i.e., next business day response), provide requested information and documentation in a timely manner and issue resolution;
- (c) Easy access to the Applicant (i.e., toll free telephone number, e-mail, voicemail or fax);
- (d) Establishing an ongoing communications program with the City (e.g., new Goods and Services);
- (e) Providing a written notice to the City in the event of a scheduled shutdown that would impact Services; and
- (f) Providing various reports as may be required by the City.

15. PERFORMANCE MANAGEMENT

During the Term, the Applicant and the City may conduct meetings to review the following Key Performance Indicators (“KPIs”). The KPIs related definitions and measurement may include one (1) or more or all of the following:

Service Level	KPIs	Definition	Report Frequency
Delivery	Goods and Services Delivery	Actual lead time per order	Preferably quarterly
	Accurately Delivered Goods and Services	Goods and Services that Applicant has delivered accurately	Preferably quarterly

16. SUPPLY ARRANGEMENT AUTHORITY

The supply arrangement authority is:

Mr. Darryl McCarron, Manager of Marketing & Communications (or designated representative)
 Surrey Parks, Recreation & Culture Department
 Surrey City Hall, 13450 – 104th Avenue, Surrey, B.C. V3T 1V8

Telephone: 604-598-5785

Facsimile: 604 598-5781

E-mail address: DLMcCarron@surrey.ca.

The supply arrangement authority is responsible for the issuance of the Order, its administration and its revision, if applicable.

17. QUALITY AND WORKMANSHIP

The quality and workmanship of any completed delivered Goods and Services must meet or exceed that of any sample, demonstration, or any other representation made by the Applicant.

All Goods and Services shall be subject to inspection or test and shall meet the approval of the City. Should the Goods and Services be found defective in quality of workmanship or otherwise fail to conform to the specifications set forth in the Order, the City shall have the right to reject them or require their immediate correction.

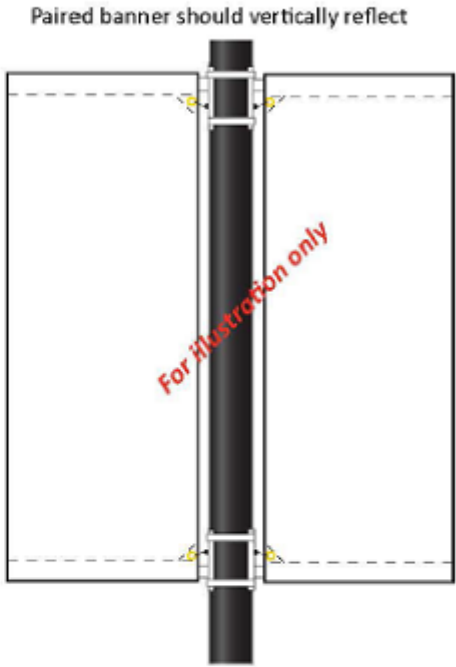
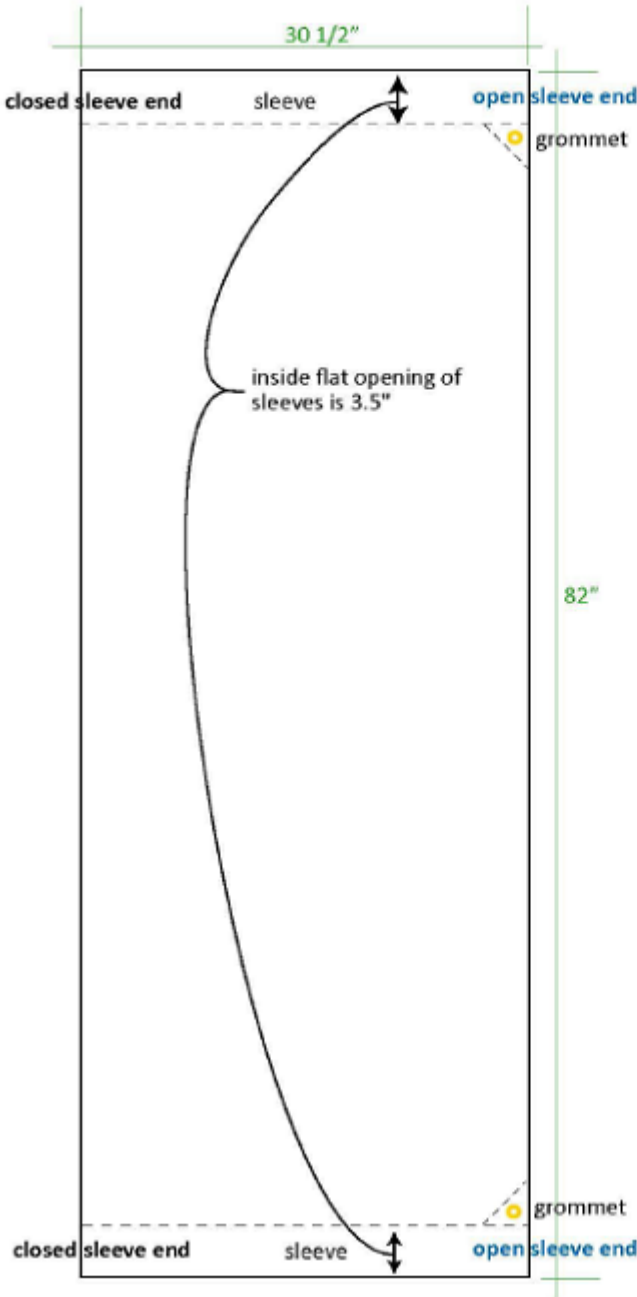
Goods and Services requiring correction shall be removed for correction or correct in place as requested by the City at no cost to the City. Unavoidable costs encountered by the City will be chargeable to the Applicant and deducted from any monies owing to the Applicant by the City.

18. COPYRIGHT

All rights are reserved. No part of work may be reproduced in any form or by any means, or stored in a database and retrieval system without the prior written approval of the City. All electronic files created during the performance of this Standing Offer Agreement are the intellectual property of the City.

**SCHEDULE A-1 –
BANNER SPECIFICATIONS & DIMENSIONS**

FORMAT C: Large Rectangular: 30 1/2" x 82"



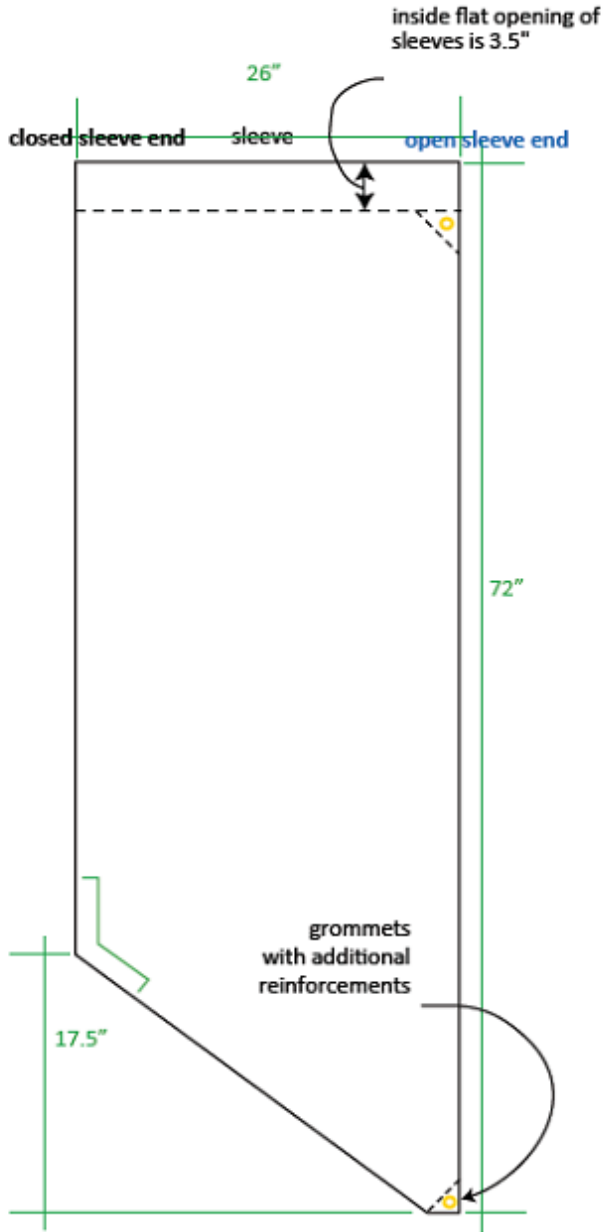
SPECIFICATIONS

SUBSTRATE:
 recyclable or recycled material only
 (ie. first/second run polyester or
 substrates with post-consumer content)

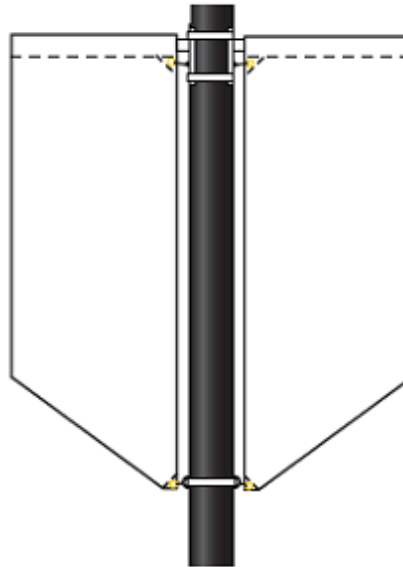
SEWING:
 Sleeves Specs:
 Open end sleeve, size depending on banner size.
 Double stitch seam.
 Grommets/Gussets: 2 x 3/4" grommets, with
 with gussets and reinforced stitching.
 Edge Finish:
 Reinforced double stitch seam.

SCHEDULE A-1 CONT'D

FORMAT A: Standard Tapered: 26"x72"



Paired banner should horizontally reflect



SPECIFICATIONS

SUBSTRATE:

recyclable or recycled material only

SEWING:

Sleeves Specs:

Open end sleeve, size depending on banner size.

Grommets/Gussets: 2 x 3/4" grommets and gussets per banner as shown, reinforced stitch.

Edge Finish:

Reinforced double stitch seam.

SCHEDULE A-2 PHOTOS

Sample Arch Sign



SCHEDULE A-2 PHOTOS CONT'D

Sample Wooded Kiosk

SURREY Tree Lighting feSTIVAL
 PRESENTED BY
 COUNCIL OF DISTRICTS

Mainstage
 IN THE CHRISTMAS PLAZA

12:00PM DISCUSWEST
 1:00PM SANTA'S ARRIVAL
 1:30PM CARNIVAL BAND
 2:00PM RONNE TELVIS SCOTT
 3:00PM REVELVER
 THE WORLD'S BEST BEATLES SHOW
 4:00PM SURREY CELEBRATION DANCE TEAM
 4:30PM LANGLEY UKULELE ENSEMBLE
 5:45PM BEAR ROUGE
 6:00PM TREE LIGHTING CEREMONY
 7:00PM DRAGONETTE

Tree Stage
 IN THE CHRISTMAS PLAZA

8:45PM AJ McLELLAN DRAGONS CHOR
 9:45PM CREEKSIDE ELEMENTARY CHOR
 10:45PM JINGLE BELLES
 11:45PM KWANTLEN PARK CHOR
 12:45PM JINGLE BELLES
 1:45PM & 4:30PM SOUNSCAPE CHOR

Winterland
 IN THE MALL (BY WINNERS)

2:00PM GUILDFORD PARK CHOR
 2:30PM SFU CHOR
 3:00PM ELVIS APPEARANCE
 3:30PM PRINCESS MARGRET CHOR
 4:30PM MEET & GREET/AUTOGRAPH SESSION WITH DRAGONETTE

Kids Stage
 IN SANTA'S WORKSHOP

12:00PM AJ McLELLAN DRAGONS CHOR
 12:30PM FLEETWOOD SECONDARY SCHOOL CHOR
 1:00PM SFU CHOR
 1:30PM FLEETWOOD SECONDARY SCHOOL CHOR
 1:45PM SANTA VISITS
 2:00PM DISCUSWEST
 2:30PM CREEKSIDE ELEMENTARY CHOR
 3:00PM GUILDFORD PARK CHOR

North Pole
 IN THE MALL (BY TM HORTONS)

2:00PM PHOTOS WITH SANTA
 2:30PM SFU CHOR
 3:00PM GUILDFORD PARK CHOR
 3:30PM OCEAN CLIFF CHOR
 3:45PM SFU CHOR
 4:20PM PRINCESS MARGARET CHOR
 4:45PM KWANTLEN PARK CHOR

BC Hydro powersmart

**SCHEDULE B
GENERAL TERMS AND CONDITIONS**

1. DEFINITIONS AND INTERPRETATION

1.1 In these General Terms and Conditions:

- (a) "Agreement" has the meaning set out in Section 2;
- (b) "Application" means the application for a Standing Offer attached as Schedule C;
- (c) "City" means the City of Surrey;
- (d) "Contractor" means a person who's Application has been accepted by the City and who may provide the Goods and Services under this Agreement;
- (e) "Disbursements" means the actual out-of-pocket costs and expenses which the Contractor incurs in the performance of the Services as identified in the Application and reimbursement of which is accepted by the City;
- (f) "Fees" means the price quoted by the Contractor and accepted by the City for the provision of the Goods and Services, unless otherwise agreed by the parties in writing, and includes all taxes except HST;
- (g) "General Terms and Conditions" means the general terms and conditions set out in this Schedule B;
- (h) "Goods" means any portion of the equipment or materials (if any) as described generally in Schedule A that the City requests that the Contractor provide;
- (i) "Order" means a written order executed by the City;
- (j) "Request" means the request for Applications for Standing Offers;
- (k) "RFA-SOA" means the Request For Applications For Standing Offer Agreements;
- (l) "Services" means any portion of the services as described generally in Schedule A that the City requests that the Contractor provide, including anything and everything required to be done for the fulfilment and completion of the services in accordance with this Agreement; and
- (m) "Standing Offer" means a standing offer agreement between the City and the Applicant, the nature of which is discussed in Section 3.

1.2 This Agreement consists of all of the documents listed below and may be modified only by express and specific written agreement. In the event of a conflict between the provisions of any documents listed below, then the documents shall govern and take precedence in the following order:

- (a) Order;
- (b) General Terms and Conditions of the Request;
- (c) the specifications of Goods and scope of Services set out in Schedule A of the Request;
- (d) the Application;
- (e) the Request; and
- (f) other terms, if any, that is agreed to by the parties in writing.

2. NATURE OF AGREEMENT

- 2.1 It is understood and agreed by the Applicant that should this Application be selected by the City, it will result in a Standing Offer only and the Goods and Services will be ordered by the City solely on an "as and when required" basis. The aggregate value of Goods and Services which may be ordered is conditional upon the needs of the City. No compensation will be accrued, owed or paid to any Applicant in the event that the Goods and Services are not ordered. If a Standing Offer is executed by the City, at the sole option of the City, the City may place an Order for Goods and Services specified in the Order and the Applicant agrees to provide those Goods and Services. The parties agree that the City may not place any orders for Goods and Services with the Applicant for the duration of the term of the Standing Offer. The parties agree that the City may purchase identical or similar Goods and Services from any other source.

3. GOODS AND SERVICES

- 3.1 The Contractor covenants and agrees that it will, if ordered by the City, provide the Goods and Services in accordance with this Agreement. The Goods and Services provided must meet the specifications set out in the Order and Schedule A of the Request and as described in the Application.
- 3.2 The City may from time to time, by written notice to the Contractor, make changes in the scope of the Services. The Fees will be increased or decreased by written agreement of the City and the Contractor according to the rates set out in the Application.
- 3.3 The Contractor will, if required in writing by the City, provide additional goods or services as may be listed in the Application. The terms of this Agreement will apply to any additional goods or services, and the fees for additional goods or services will generally correspond to the fees as described in the Application. The Contractor will not provide any additional goods or services in excess of the scope of Services ordered in writing by the City.
- 3.4 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 Applicant represents that it has the expertise, qualifications, resources, and relevant experience to supply the Goods and Services.
- 4.5 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.

4. TIME

4.1 Time is of the essence.

5. FEES AND DISBURSEMENTS

5.1 The City will pay the Fees and Disbursements to the Contractor for the ordered Goods and Services in accordance with this Agreement. Payment by the City of the Fees and Disbursements 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.

5.3 The Fees will be in Canadian funds.

5.4 If the Contractor does not have an office in Canada and does not provide to the City a waiver of regulation letter, the City will withhold the 15% withholding tax deduction from all payments in accordance with Article XII, Canada – United States Income Tax Convention, 1980.

6. PAYMENT

6.1 Subject to any contrary provisions set out in the Application, the Contractor will submit either a monthly invoice to the City requesting payment of the portion of the Fees and Disbursements relating to the Goods and Services provided in the previous month or once the Goods and Services have been provided. Invoices must include the Contractor's name, address and telephone number, the City's purchase order 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. The Contractor will on request from the City provide receipts and invoices for all Disbursements claimed.

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 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, if applicable.

- 6.4 The City will pay the invoice, in the amount as the City determines is correct less any deductions for setoffs or holdbacks permitted by this Agreement including, without limitation, those described in Sections 13, 14, 17, 42, 43(b) and 51(a), within 30 days of the receipt of the invoice, unless the parties have agreed in writing to other payment terms. The payment by the City of any invoice will not bind the City with respect to any subsequent payment or final payment and will not mean that the City has accepted Goods and Services that are not in accordance with the requirements of this Agreement, or that the Contractor is in any manner released from its obligation to comply with this Agreement.

In an effort to support sustainability, reduce risk and improve customer service, the City has introduced an electronic fund transfer (EFT) option for Contractors. Electing to participate in this program will allow Contractors to receive their payments directly into their bank accounts, reducing risk of fraud and improving the timeliness of their payment receipt.

To receive your payments electronically, fax your request on company letterhead to 604-591-4488. You may contact us at 604-592-7010 (Accounts Payable General Inquiries) for more information.

SUBMITTING YOUR ELECTRONIC INVOICE

Please send electronic invoices to the City of Surrey by email to surreyinvoices@surrey.ca. In order to process your payment, the following submission guidelines must be met:

- Invoice(s) must be sent as attachments.
- Attachment(s) must be in PDF format.
- PDF attachment(s) must be named: <Company name>_<Invoice Number> include name of Department Representative invoice is directed to.
- Include purchase order number (to be provided).
- Email(s) must not exceed 2MB.

Please Note: failure to meet the guidelines above may result in payment processing delays or in your payment not being processed.

- 6.7 Unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of Canada.
- 6.8. If the Contractor is providing Services, and 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.

8. PERSONNEL AND SUBCONTRACTORS

- 8.1 The Contractor will provide only personnel who have the qualifications, experience and capabilities to perform the Services.
- 8.2 The Applicant will perform the Services using the personnel and sub-Contractors as may be listed in the Application and the Applicant 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 Applicant's personnel or sub-contractors then the Applicant will, on written request from the City, replace such personnel or sub-contractors.
- 8.4 Except as provided for in Section 20, the Applicant 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.

9. LIMITED AUTHORITY

- 9.1 The Applicant is not and this Agreement does not render the Applicant an agent or employee of the City, and without limiting the above, the Applicant 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 Applicant will make such lack of authority clear to all persons with whom the Applicant deals in the course of providing the Goods and Services. Every vehicle used by the Applicant in the course of providing the Goods and Services shall identify the Applicant by name and telephone number.
- 9.2 The Applicant 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 Applicant performs the Services. The Applicant will determine the number of days and hours of work required to properly and completely perform the Services. The Applicant is primarily responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for in Section 22.
- 9.3 The Applicant will preserve and protect the rights of the City with respect to any Goods provided and Services performed under sub-contract and incorporate the General Terms and Conditions of this Agreement into all sub-contracts as necessary to preserve the rights of the City under this Agreement. The Applicant 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 Applicant.

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 provide the Goods or complete the Services.
- 10.2 The Applicant 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 Applicant 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 Applicant 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 Applicant or third party manufacturer or supplier of the Goods in connection with the purpose for which the Goods were purchased. The Applicant 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 Applicant within a reasonable time after such discovery, and the Applicant shall then promptly correct such nonconformity at the Applicant's expense. Goods used to correct nonconformity shall be similarly warranted for one year from the date of installation. The Applicant'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 Applicant warrants and guarantees that Goods delivered under this Agreement do not infringe any valid patent, copyright or trademark, foreign or domestic, owned or controlled by any other corporation, firm or person, and agrees to indemnify and save harmless the

City and all of its elected and appointed officials, officers, employees, servants, representatives and agents (collectively the "Indemnitees"), from and against any and all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) by reason of any claim, action or litigation arising out of any alleged or actual infringement of any patent, copyright or trademark, foreign or domestic, relating to the Goods supplied under this Agreement.

12. INSURANCE AND DAMAGES

- 12.1 The Applicant will 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 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 Applicant of any obligation of this Agreement, or any wrongful or negligent act or omission of the Applicant or any employee or agent of the Applicant.
- 12.2 The indemnities described in Sections 30, 31 and 51(c) 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 insurance 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 provision of the Services by the Contractors, its employees and agents. The insurance policy will be endorsed to add the City as additional insured and 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:
- Blanket contractual,
 - Employees as additional insureds,
 - Non-owned automobile,
 - Owners and Contractors protective liability,
 - Contingent employers' liability,
 - Personal injury,
 - Where such further risk exists, advertising liability;
 - Premises and operator's liability
 - Broad form products and completed operations
 - Broad form property damage, and
 - Incidental medical malpractice.

- (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.
- (c) contractor's 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. The Contractor will require and ensure that each sub-Contractor maintains insurance comparable to that required above. 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. 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 hereby waives all rights of recourse against the City for loss or damage to the Contractor's property.

12.6 Subject to any specific agreements the City and the Contractor may have reached with respect to insurance, as may be set out in other provisions of this Agreement, the Contractor will, as part of the Services, cooperate with the City to obtain additional insurance covering the Services if the City in its discretion determines that additional insurance is required. The City may pay the cost of the premiums for any additional insurance.

12.7 The Contractor acknowledges that any requirements of the City as to the amount of coverage under any policy of insurance will not constitute a representation by the City that the amount required is adequate and the Contractor acknowledges and agrees that the Contractor is solely responsible for obtaining and maintaining policies of insurance in adequate amounts. The insurance policy coverage limits shall not be construed as relieving the Contractor from responsibility for any amounts which may exceed these limits, for which the Contractor may be legally liable.

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 Goods or Services, it may notify the Contractor, but nothing in this Agreement will be interpreted as giving the City the obligation to inspect the Goods or review the Contractor's performance of the Services.

14. DEFICIENCIES

- 14.1 The City shall have a reasonable time to inspect and to accept the Goods. The City may reject any Goods not in accordance with this Agreement, whether due to damage resulting from improper packing, loading, unloading or otherwise. The City shall notify the Contractor of rejection of the Goods whereupon the Goods will be held subject to the disposition by the Contractor. Any costs or expenses incurred by the City as a result of the rejection of the Goods are, immediately upon written demand by the City, payable by the Contractor, and may be set off against any payments owing by the City to the Contractor.
- 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 materials. This holdback may be held, without interest, until replacement Goods are received or such deficiency or defect is remedied.

15. DEFAULT AND TERMINATION

- 15.1. In the event the Contractor does not ship the Goods by the shipping date specified in this Agreement, or does not deliver the Goods by the delivery date specified in this Agreement, then:
- (a) the City reserves the right to terminate this Agreement, in whole or in part, and in the event of such termination no payment will be owing by the City on account of this Agreement and the Contractor will be liable for any and all expenses or loss resulting from such failure or delay and will return all monies paid by the City; or
 - (b) if the City does not terminate this Agreement for late shipping or delivery, the City may deduct and setoff from any payments owing to the Contractor all additional costs the City reasonably incurs on account of the late shipping or delivery.
- 15.2 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.

- 15.3 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 Services, such notice to be determined by the City at its sole discretion. Upon receipt of such notice, the Contractor will perform no further Services other than the work which is reasonably required to terminate the Services and return the City's property to the City. Despite any other provision of this Agreement, if the City terminates this Agreement before the completion of all the Services, the City will pay to the Contractor all amounts owing under this Agreement for Services provided by the Contractor up to and including the date of termination, plus reasonable termination costs in the amount as determined by the City in its sole discretion. Upon payment of such amounts no other or additional payment will be owed by the City to the Contractor, and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Services not performed or other profit opportunities.
- 15.4 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 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.
- 15.5 If the City terminates this Agreement as provided by Section 46 then the City may:
- (a) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Services;
 - (b) withhold payment of any amount owing to the Contractor under this Agreement for the performance of the Services;
 - (c) set-off the total cost of completing the Services incurred by the City against any amounts owing to the Contractor under this Agreement, and at the completion of the Services pay to the Contractor any balance remaining; and
 - (d) if the total cost to complete the Services exceeds the amount owing to the Contractor, charge the Contractor the balance, which amount the Contractor will forthwith pay.
- 15.6 The City will not accept nor be responsible for any restocking charges for any Goods shipped to the City and then, for whatever reason, returned to the Contractor pursuant to this Agreement. The Contractor is to bear all costs including shipping and handling of returned Goods.

16. CURING DEFAULTS

- 16.1 If the Contractor is in default of any of its obligations under this Agreement, then the City may without terminating this Agreement, upon 5 days written notice to the Contractor, remedy the default and set-off all costs and expenses of such remedy against any amounts owing to the Contractor. Nothing in this Agreement will be interpreted or construed to mean that the City has any duty or obligation to remedy any default of the Contractor.

17. DISPUTE RESOLUTION

- 17.1 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.

(a) Negotiation

The parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.

(b) Mediation

If all or any portion of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may by notice to the other party refer the matter to mediation. Within 7 days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Surrey, British Columbia. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation.

(c) Litigation

If within 90 days of the request for mediation the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice commence litigation.

18. WORKERS' COMPENSATION BOARD AND OCCUPATIONAL HEALTH AND SAFETY

- 18.1 (a) The Contractor will, at its own expense, procure and carry full Workers' Compensation. Board coverage for itself and all workers, employees, servants and others engaged in the supply of the Goods and Services. The City has the unfettered right to set off the amount of the unpaid premiums and assessments for the Workers' Compensation Board coverage against any monies owing by the City to the Contractor. The City will have the right to withhold payment under this Agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of the Goods and Services have been paid in full.

- (b) 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.
 - (c) Without limiting the generality of any other indemnities granted by the Contractor in this Agreement, the Contractor will indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgments, penalties and proceedings (including all actual legal costs) which any of the Indemnitees incur, suffer or are put to arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.
- 18.2
- (a) The Contractor will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensation Act* and Regulations pursuant thereto. The Contractor agrees that it is the "Prime Contractor" for the Services as defined in the *Workers Compensation Act*.
 - (b) The City may, on twenty-four (24) hours written notice to the Contractor, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person. However, in no case will the City be responsible for ascertaining or discovering, through inspections or review of the operations of the Contractor or otherwise, any deficiency or immediate hazard.
 - (c) The Contractor understands and undertakes to comply with all the Workers' Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information Systems (WHMIS)" Regulations. All "Material Safety Data Sheets (MSDS)" will be shipped along with the Goods and any future MSDS updates will be forwarded.

19. BUSINESS LICENSE

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

20.0 GENERAL PROVISIONS FOR GOODS

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

"Upon arrival, please contact customs broker:
Livingston International Inc.
Telephone: 604-685-3555

Fax: 604-605-8231
Email: cst19@livingstonintl.com"

- 20.2 If this Agreement pertains to the fabrication, assembly or other processing of the Goods, representatives of the City will be permitted free access at all reasonable times for the purpose of inspection, testing or obtaining information as to the progress of the fabrication, assembly or processing.
- 20.3 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.

21. APPLICABLE LAWS, BUILDING CODES AND BY-LAWS

- 21.1 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia. The City and the Contractor accept the jurisdiction of the courts of British Columbia and agree that any action under this Agreement be brought in such courts.
- 21.2 The Contractor will provide the Goods and Services in full compliance with all applicable laws, building codes and regulations.
- 21.3 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. COMPLIANCE

- 22.1. The Contractor will provide the 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.

23. JURISDICTION OF COUNCIL

- 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 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. ENTIRE AGREEMENT

- 24.1 This Agreement, including any other documents expressly included by reference in this Agreement, contains the entire agreement of the parties regarding the provision of the Goods and 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.

25. AMENDMENT

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

25. CONTRACTOR TERMS REJECTED

- 26.1 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.

27. SURVIVAL OF OBLIGATIONS

- 27.1 All of the Contractor's obligations to provide the Goods and perform the Services in a professional and proper manner will survive the termination or completion of this Agreement.

28. CUMULATIVE REMEDIES

- 28.1 The City's remedies under this Agreement are cumulative and in addition to any right or remedy which may be available to the City at law or in equity.

29. NOTICES

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

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

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

30. UNENFORCEABILITY

30.1 If any provision of this Agreement is invalid or unenforceable, it will be severed from the agreement and will not affect the enforceability or validity of the remaining provisions of the Agreement.

31. HEADINGS

31.1 The headings in this Agreement are inserted for convenience of reference only and will not form part of nor affect the interpretation of this Agreement.

32. SINGULAR, PLURAL AND GENDER

32. Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same will be construed as meaning the singular, plural, masculine, feminine, neuter or body corporate where the context so requires.

33. WAIVER

33.1 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 will not constitute a waiver of the terms and conditions and will 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.

34. SIGNATURE

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

35. ENUREMENT

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

36. RATES

36.1 Rates include all costs (including but not limited to fuel, operator, and equipment). The City will not consider claims for extra payment. Fuel surcharges will not be accepted.

36.2 Hourly rates begin at the arrival on the jobsite. Rates are only applicable from the starting time or when the equipment arrives, if later than the starting time, until the equipment is dismissed.

36.3 If the Contractor arrives on site at the prearranged call out time and must wait for the City crews, equipment or instruction, that is to be deemed "standby" time. Standby time will be paid at regular hourly rates.

37. REMOVAL OF STAFF

37.1 The City may, at its sole discretion request the Contractor to reprimand, or remove any one of the Contractor's employees or sub-contractors for any one or more of the following reasons and the Contractor is to promptly comply with such requests:

- Unfit to work;
- Intoxication;
- Use of foul, profane, vulgar or obscene language or gestures;
- Disrupting work or workers;
- Solicitation of gratuities from any person for services performed;
- Willful, negligent or reckless action in disregard of safety or sanitary requirements;
- Any action that the City may determine constitutes a public nuisance or disorderly conduct; and
- Any other reason considered appropriate, at the sole discretion of the City.

38. FAILURE TO ATTEND

38.1. Contractors are required to attend as per the call out. Failure to attend may result in the Contractor's status being adjusted or cancellation of the Agreement.

39. CANCELLATION OF ORDER

39.1. The City reserves the right to cancel any Service request requested within this Agreement, with no costs incurred by the City, by providing a minimum one hour's notice of such cancellation to the Contractor prior to the start time of the requested Service request. For such requests the City is to contact the Contractor's office or dispatcher directly.

40. STANDING OFFER TERM

40.1 This Standing Offer program will be in effect for a period of one (1) year (the "Term").

40.2 The City may at any time prior to thirty (30) days before the end of the Term, by written notice to the Contractor, extend the Term for a period of time not to exceed four (4) additional one (1) year periods. If the City elects to extend the Term, the provisions of this Agreement will remain in force, including the Fees, except where amended in writing by the parties.

41. ALLOCATION OF SERVICES

41.1 The Contractor may be allocated Goods and Services depending on the City's needs. The City does not, in any way guarantee work. The allocation of Service assignments will be at the sole discretion of the City and the Contractor shall not have any claim for compensation, expense, damage or loss of profit from the City for any failure of the City to allocate any portion of the Services to a Contractor or to use its own City crew to perform any portion of the Services.

41.2 There will be no priority list, nor will the City guarantee any Goods and Services to any particular Contractor.

42. MERGER AND SURVIVAL

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

43. EQUIPMENT

43.1 The Contractor should provide at their own expense all of the equipment necessary to provide the Goods and perform the Services.

43.2 The Contractor(s) will be required to provide all personal with full personnel protective equipment and accessories during all hours of work, which will be included as a minimum:

- (a) two- way radios;
- (b) high visibility vests, rain gear or other outer garments;
- (c) arm and wrist bands;
- (d) gloves;
- (e) hard hats;
- (f) safety footwear;
- (g) safety glasses;
- (h) ear protection; and
- (i) first aid kits.

44.3 All personal protective equipment must meet or exceed current WorkSafeBC regulations and requirements.

45. RESPONSE TIME

45.1 The Contractor is to be available to respond twenty four (24) hours per day, seven (7) days per week, 365 days per year with a preferred four (4) hour minimum response time or better and a one (1) hour response time for emergencies, as determined by the nature

of a given situation and/or emergency. The timing for other projects will be as appropriate to the nature of the work assignment and agreed to with the City.

46. TRANSPORTATION

- 46.1 The City will not be responsible for transportation of the Contractor's personnel to and/or from any work site. This includes any transportation required between work sites during the working period.
- 46.2 Contractor's personnel will not be permitted to ride in or on the City vehicles.

47. SET-UPS AND REMOVALS, AS REQUIRED

- 47.1 The Contractor is required at the start of the Services request to set-up all equipment and, if necessary, signage at the work sites. The Contractor shall be responsible for control of traffic at the work site, in accordance with the most recent copy of the Ministry of Transportation and Highways Traffic Control Manual for Works on Roadways and any applicable WorkSafeBC Regulations for Services performed on City Roads. At times when work sites are unmanned, particularly in the night, the work site should be closed off and equipment should be strategically positioned to avoid accidents. For night work, reflective or flashing lights with wands are necessary. All equipment, signs and devices should be removed on the day of the completion of the Service request.

48. CONFLICT OF INTEREST

- 48.1 The Contractor must disclose any actual or potential conflicts of interest and existing business relationships it may have with the City its elected or appointed officials or employees at the time of the Application and throughout the terms of this Agreement. The City may rely on such disclosure.

[END OF PAGE]



**SCHEDULE C - APPLICATION FOR A
STANDING OFFER AGREEMENT**

Request for Standing Offer Title: Commercial Large Format Printing Services

Request for Standing Offer No: 1220-060-2019-019

APPLICANT

Legal Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

CITY OF SURREY

City Representative: Richard D. Oppelt, Purchasing Manager

Address: Surrey City Hall
Finance & Technology Department – Purchasing Section
Reception Counter – 5th Floor West
13450 - 104 Avenue, Surrey, B.C., V3T 1V8, Canada

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

1. It is understood and agreed by the Applicant that should this Application be selected by the City, it will result in a Standing Offer only and the Goods and Services will be ordered by the City solely on an "as and when required" basis. The aggregate value of Goods and Services which may be ordered is conditional upon the needs of the City. No compensation will be accrued, owed or paid to any Applicant in the event that the Goods and Services are not ordered. If a Standing Offer is executed by the City, at the sole option of the City, the City may place an Order for Goods and Services specified in the Order and the Applicant agrees to provide those Goods and Services. The parties agree that the City may not place any Order for Goods and Services with the Applicant for the duration of the term of the Standing Offer. The parties agree that the City may purchase identical or similar Goods and Services from any other source.

2. If this offer is accepted by the City, such offer and acceptance will create a Standing Offer as described in:
- (a) the Request;
 - (b) the specifications of Goods and scope of Services set out above and in Schedule A of the Request;
 - (c) the Standing Offer Agreement as Attachment 1 to this RFA-SOA;
 - (d) this Application;
 - (e) an Order (if any); and
 - (f) other terms, if any, that are agreed to by the parties in writing.

A. SAMPLE PRICING

Provide sample pricing for CATEGORY 7 and 8 below. Refer to Schedule A1, Banner Specifications & Dimension.

See more street banner collection examples at: <http://www.surrey.ca/community/548.aspx>.

Note: The information requested is for the purpose of comparing prices only.

Provide cost for each category and include any additional information (e.g. labor, material, installation, trimming, etc.). (Attach additional pages if required).

CATEGORY	NAME	DESCRIPTION	ESTIMATED PRODUCTION LEAD TIME (WEEKS)	PRICE
7	City Banners standard tapered	26" W x72"H, recyclable or recycled materials only. Sleeve specs: open end sleeve, size depending on banner size. Grommets/Gussets: 2 x3/4" grommets and gussets, reinforced stitch, Edge finish: reinforced double stitch seam. Full colour print.		\$
8	City Banners large rectangular	30.5" W x 82"H, recyclable or recycled materials only. Sleeve specs: open end sleeve, size depending on banner size. Double stitched seam. Grommets/Gussets: 2 x3/4" grommets with gussets, reinforced stitch, Edge finish: reinforced double stitch seam. Full colour print		\$

B. RATES

TABLE 1

Sizes and samples provided below are intended to be examples of typical products ordered. Applicants are encouraged to provide pricing in ranges or dimensions that are scalable or adaptable (square feet/per hour, etc.) Please quote material sizes in imperial, not metric sizing.

ITEM	DESCRIPTION	MATERIAL SHEET SIZE	SINGLE SIDED PRINT (per sheet)	DOUBLE SIDED PRINT (per sheet)
1	4mm white coroplast	4ft x 8ft	\$	\$
2	3/16" white Enviroboard	4ft x 8ft	\$	\$
3	3/16" white foamcore	4ft x 8ft	\$	\$
4	3mm white sintra	4ft x 8ft	\$	\$
5	0.175 translucent styrene	47"w x 68"h	\$	\$
6	Flex Vinyl with hardware	33" x 78.5"	\$	\$

TABLE 2

	ITEM	DESCRIPTION	RATE
1	Decal White (sensitive adhesive vinyl)	No laminate protection required. Price per square foot.	\$
2	Mesh Flex Vinyl	Scrim banner. Grommets only, no hemming	\$
3	Hemming		\$
4	13oz Flex Vinyl	Opaque banner. Include hemming and grommets	\$
5	Grommets		\$

- END OF PAGE -

TABLE 3

	ITEM	DESCRIPTION	RATE
1	H-Frame Wire Stake	8ga non-galvanized wire stake	\$
2	Easel Posters	22" W x28"H, 060 white cardstock. Double sided print	\$
3	Arch Signs	48" W x 96"H, 4mm white coroplast. Double sided print, trim to shape (curved at top) and 1 grommet top center. See photo example attached.)	\$
4	Kiosks	38.5" W x 84"H, tapered white adhesive vinyl for outside use. Mount onto supplied wooden panels. See photo example attached.)	\$

Additional Expenses:

The proposed "Standing Offer Agreement" attached as Schedule "C" to the RFQ provides that expenses are to be included within the fee, other than the expenses listed in the Contract as disbursements. Details of disbursements are to be shown in Tables 1, 2 and 3 above. Please indicate any expenses that would be payable in addition to the proposed fee and proposed disbursements set out above:

Payment Terms:

A cash discount of ____% will be allowed if invoices are paid within ____ days, or the ____ day of the month following, or net 30 days, on a best effort basis.

3. If this offer is accepted by the City, such offer and acceptance will create a contract as described in:
 - (a) the Request;
 - (b) the specifications set out above and in Schedule A of the Request;
 - (c) the General Terms and Conditions;
 - (d) this Application;
 - (e) an Order (if any); and
 - (f) other terms, if any, that is agreed to by the parties in writing.

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

5. In addition to the warranties provided in the General Terms and Conditions this offer includes the following warranties:

6. I/We have reviewed the General Terms and Conditions. If requested by the City, I/we would be prepared to enter into an agreement that incorporates the General Terms and Conditions, amended by the following departures (list, if any):

Section	Requested Departure(s) / Alternative(s)
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7. The City requires that the successful Applicant 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 Contract 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, see [Standard Certificate of Insurance](#);

(d) City of Surrey business license;

(e) If the Applicant's Goods and Services are subject to GST, the Applicant's GST Number is _____; and

(f) If the Applicant is a company, the company name indicated above is registered with the Registrar of Companies in the Province of British Columbia, Canada, Incorporation Number _____.

As of the date of this Application, we advise that we have the ability to meet all of the above requirements **except as follows** (list, if any):

Section	Requested Departure(s) / Alternative(s)

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

9. **References:** Applicant'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:

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

Name: _____

Experience:

Dates: _____

Project Name: _____

Responsibility: _____

Key Personnel

Name: _____

Experience:

Dates: _____

Project Name: _____
 Responsibility: _____

Key Personnel

Name: _____

Experience:

Dates: _____
 Project Name: _____
 Responsibility: _____

Applicant's Representatives:

General Inquiries –		Back-up to Primary	
Primary Contact	_____	Contact	_____
Name:	_____	Name:	_____
Telephone:	_____	Telephone:	_____
Fax:	_____	Fax:	_____
E-mail:	_____	E-mail:	_____

11. Applicant should provide the following information on the background and experience of all sub-contractors proposed to undertake a portion of the Goods and Services (use the spaces provided and/or attach additional pages, if necessary):

DESCRIPTION OF GOODS AND SERVICES	SUB-CONTRACTORS NAME	YEARS OF WORKING WITH APPLICANT	TELEPHONE NUMBER AND E-MAIL

12. Products

(a) Provide a description of the products, services and solutions that could be provided by the major categories set forth in Schedule A – Specifications of Goods and Scope of Services. The primary objective is for each Applicant to provide its complete offering so that the City’s facilities may order a range of commercial large format printing services and solutions as appropriate for their needs.

- (b) Describe any special programs that the Applicant can offer that could improve the City's ability to access products, on-time delivery or other innovative strategies.

- (c) Describe the capacity of the Applicant to broaden the scope of the services and keep product offerings current and ensure that the latest printers, standards and technology for commercial large prints, equipment and related products, services and solutions.

13. Customer Service and Support:

- (a) The City desires a support relationship with a Contractor that will ensure timely delivery, competent technical support for the Goods, as well as professional and timely response and resolution of any issues. Describe how you will meet these requirements:

- (b) Applicant should describe how you will effectively communicate with the City and the City's various facilities:

- (c) How are customer complaints measured and categorized? What processes are in place to know that a problem has been resolved?

16. Sustainability:

- (a) Contractor should provide a brief description of any company environmental initiatives.

(b) Does your company have a recyclable products program (both for equipment and packaging)?

(c) Does your company have a program for buybacks or trade-ins or other incentives for obsolete or otherwise unusable items?

14. **Additional Information:**

Please use this opportunity to describe any/all other features, advantages and benefits of your organization that you feel may provide additional value and benefit to the City.

15. I/We the undersigned duly authorized representatives of the Applicant, having received and carefully reviewed the Request including without limitation the General Terms and Conditions, submit this Application in response to the Request.

This Application is offered by the Applicant this _____ day of _____, 2018.

APPLICANT

I/We have the authority to bind the Applicant.

(Legal Name of Applicant)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

This Application is accepted by the City of Surrey this _____ day of _____, 2018.

(Signature of Authorized Signatory)

(Signature of Purchasing Representative)
