



REQUEST FOR APPLICATIONS FOR STANDING OFFER AGREEMENTS

Title: **STAFF UNIFORMS, APPAREL AND RETAIL PROGRAM
SUPPLY AND MANAGEMENT SERVICES**

Reference No.: 1220-060-2022-002

(General Services)

Issue Date: September 21, 2022

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REQUEST FOR APPLICATIONS FOR STANDING OFFER AGREEMENT

1. INTRODUCTION

1.1 Purpose

The City of Surrey (the “City”) is interested in receiving applications (the “Application”) from applicants (each an “Applicant”) who have recent experience in providing recreation uniforms, apparel, establishing a retail program and supply and management services (the “Goods and Services”).

The purpose of this request for applications for standing offer agreement (the “RFA-SOA”) is to solicit competitive Applications for the most appropriate recreation staff uniforms, apparel, supply for retail and supply management services, including an on-line catalogue.

Details of the technical and functional specifications and performance requirements to which the RFA-SOA relates are set out in Schedule A – Specifications of Goods and Scope of Services to Attachment 1 – Standing Offer Agreement – Goods and Services.

It is anticipated that the City may require an initial bulk purchase of a quantity of Goods with subsequent orders as and when required, all as more particularly detailed in this RFA-SOA and its attachments.

The City is interested in selecting one or more Applicants with the capability and experience to efficiently and cost-effectively meet the Specifications. The City currently expects to select an Applicant(s) and then enter into negotiations with that Applicant, which will conclude in the execution of a standing offer agreement between the City and the Applicant(s). However, the City may: (i) decline to select any Applicant; (ii) decline to enter into any Agreement; (iii) select multiple Applicants for negotiation; or (iv) enter into one or more agreements with one or more Applicants or other entities at any time. The City may also terminate the RFA-SOA at any time.

1.2 Information Meeting

An information meeting will be hosted by the City Representative to discuss the City’s requirements under this RFA-SOA (the “**Information Meeting**”). While attendance is at the discretion of Applicants, Applicants 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 RFA-SOA a meeting has been scheduled as follows:

When: October 6, 2022
Time: 11:00 a.m. (local time)
Where: via Microsoft Teams, (link will be forwarded via e-mail)

Applicants interested in participating in this Information Meeting should email their request to purchasing@surrey.ca no later than **October 5, 2022**.

2. NATURE OF A STANDING OFFER AGREEMENT

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

3. COMPETITIVE SELECTION PROCESS

This section describes the competitive selection process that the City intends to use in the selection of a Preferred Applicant or Preferred Applicants.

- (a) At least five business days in advance of the demonstration the City will provide each Shortlisted Applicant with a finalized agenda the City would like to discuss;
- (b) if a Shortlisted Applicant wishes to rely upon anything said or indicated at the demonstration, the Shortlisted Applicant should submit an inquiry describing the information it would like to have confirmed and request the City provide that information to the Shortlisted Applicants in written form and, if such information relates to a clarification, explanation or change to the RFA-SOA, request an addendum clarifying and/or amending the RFA-SOA.
- (c) by participating in the demonstration, a Shortlisted Applicant confirms its agreement with these procedures and acknowledges that the meeting is an integral part of the competitive selection process as described in this RFA-SOA and is in the interests of all parties.

3.1 Demonstration (Shortlisted Applicants Only)

The Evaluation Team may, at its discretion, invite some or all of the Applicants to appear before the Evaluation Team to provide a presentation/demonstration of your proposed solution.

If selected as a Shortlisted Applicant, Applicants agree to provide the Evaluation Team the opportunity to interview proposed key personnel identified by the Evaluation Team, at the option of the City. The Evaluation Team may request a Shortlisted Applicant to provide a demonstration of the Application as an opportunity for the Evaluation Team to ask questions and seek clarifications. This demonstration will allow Shortlisted Applicants to present their Application and demonstrate the proposed goods and services to the Evaluation Team.

Shortlisted Applicants will be offered various dates from which to select to provide their demonstration.

The City reserves the right not to conduct demonstrations. Should the demonstrations be held, the City requires that they be led by the proposed Shortlisted Applicant's key personnel (respective advisors, employees or representatives). The City reserves the right, to record (audio/visual) of each shortlisted Applicant's demonstration as part of its evaluation process.

3.2 Points of Consideration for Demonstration

The following points should be considered by the Shortlisted Applicant while planning for the demonstration:

- (a) All Key Personnel (as identified in Schedule B – Form of Application) of the Shortlisted Applicant should attend and actively participate in the demonstration.
- (b) Shortlisted Applicants will be required to present their Application and demonstrate their proposed Goods and Services to the Evaluation Team. The City Representative will schedule the time for each demonstration during the period of dates set aside for this purpose and will be indicated in the notification letter.
- (c) All demonstrations will be hosted by the City through a virtual meeting (via Microsoft Teams) on the date and time to be determined and advised by the City.

It is the City's intent to provide 5 to 10 minutes of introductions followed by a presentation by your teams for up to 50-minutes (maximum) to present a review of your Application, that for example:

- (i) demonstrates Applicant's expertise, experience and capability to provide the Goods and perform the Services;
 - (ii) showcase proposed Goods and Services;
 - (iii) demonstrates Applicant's approach, and
 - (iv) identifies and confirms your resources that could be assigned to this project.
- (d) The Goods and Services used in the demonstration should be the same as that included in the Application. If certain requirements as specified in Schedule A – Specifications of Goods and Scope of Services are met by third-party as part of the Shortlisted Applicant's Solution, the Shortlisted Applicant is expected to demonstrate the third party's product and so indicate during the demonstration.
 - (e) If a Shortlisted Applicant wishes to rely upon anything said or indicated by the City at the demonstration, the Shortlisted Applicant should submit an inquiry describing the information it would like to have confirmed and request the City provide that information to the Shortlisted Applicants in written form and, if such information relates to a clarification, explanation or change to the RFA-SOA, request an addendum clarifying and/or amending the RFA-SOA.

- (f) By participating in the demonstration, a Shortlisted Applicant confirms its agreement with these procedures and acknowledges that the demonstration is an integral part of the competitive selection process as described in this RFA-SOA and is in the interests of all parties.
- (g) **Samples:** Shortlisted Applicants should be prepared to provide samples of all clothing items for evaluation purposes prior to the award of the RFA-SOA, if requested. All costs associated with shipping to and from the City shall be the responsibility of the Shortlisted Applicant. Samples should be provided within forty-eight (48) hours of the request.

The samples provided should meet or exceed the quality standards of the Goods specified and the City has the right to determine, at its absolute discretion, whether a submitted sample is acceptable.

Each sample is to be clearly marked with the following information:

- Name of Shortlisted Applicant including contact information;
- Good information – garment description;
- Product Number;
- Manufacturer Name; and
- Manufacturer Part Number (or catalogue number).

3.3 Demonstration Schedule

The City is providing this advance, draft agenda in order for Shortlisted Applicants to adequately prepare for their demonstration. The City reserves the right to revise this draft agenda as deemed appropriate. For example, the Shortlisted Applicants may be asked to demonstrate how the Goods and Services being proposed satisfies the **Staff Uniforms, Apparel and Retail Program Supply and Management Services Requirements** as found in Part II of Schedule A (Specifications of Goods and Scope of Services) the final agenda will be distributed to the Shortlisted Applicants through a Notification Letter.

Shortlisted Applicants are asked to follow the agenda and showcase the desirable functionality of the proposed staff uniforms and apparel. Shortlisted Applicants are encouraged to highlight and discuss the unique aspects of the proposed goods and services and how their proposed solution would benefit the City.

3.4 Shortlisted Applicants' Timeline

The dates provided in Table 1 below are approximate

Table 1 – Anticipated Schedule

Activity	Date
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Shortlisted Applicants Notified	Week of November 6, 2022 (or sooner)
Commencement of Demonstrations Shortlisted Applicants Only.	Week of November 13, 2022.
Shortlist Demonstrations Completed.	*To Be Advised
Selection of Preferred Applicants	*To Be Advised

The City reserves the right to modify this schedule at the City’s discretion.

4. ADDRESS FOR DELIVERY

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

The City will confirm receipt of emails. Applications that cannot be opened or viewed may be rejected. An Applicant bears all risk that the City’s receiving equipment functions properly so that the City receives the Application.

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

5. DATE

The City would prefer to receive Applications on or before **October 25, 2022** (the “Date”).

6. INQUIRIES

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

Name: Sunny Kaila, Manager, Procurement Services
 E-mail: purchasing@surrey.ca
 Reference No.: 1220-060-2022-002

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

Applicants finding discrepancies or omissions in the Standing Offer Agreement or RFA-SOA or having doubts 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 RFA-SOA, the City Representative will issue an addendum in accordance with Section 7. No oral conversation will affect or modify the terms of the RFA-SOA or may be relied upon by any Applicant.

7. ADDENDA

If the City determines that an amendment is required to this RFA-SOA, the City Representative will issue a written addendum by posting it on the BC Bid website at www.bcbid.gov.bc.ca (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.

8. APPLICATION SUBMISSION FORM AND CONTENTS

8.1 Form of Application

Applicants should complete the form of Application attached as Schedule B, including Schedules B-1 – Financial Worksheet and B-2 – Proposed Apparel and Accessory Worksheet. Applicants are encouraged to respond to the items listed in Schedules B, B-1 and B-2. Applicants are encouraged to use the forms provided and attach additional pages as necessary.

Each Applicant should include with their Application, a catalogue or descriptive literature, and other information to fully describe the material or apparel or accessory items to be furnished. The catalogue should include a detailed sizing chart.

9. APPLICATION PRICE

The prices (or discount off catalogue price) set out in the Applicant’s Application will, applied in accordance with the terms as set out in Attachment 1 – Standing Offer Agreement – Goods and Services, represent the entire cost for the complete performance of the supply and delivery of the Goods and Services, exclusive only of GST and PST (as applicable). The aggregate of such prices (collectively, the “**Application Price**”) will be the Applicants total price for the complete performance of the supply and delivery of the Goods and Services. The Application Price will be deemed to include:

- (a) all costs for labour, equipment and materials included in or required for the completion of the supply and delivery of the Goods and Services, including all items which, while not specifically listed, are included in the supply and delivery of the

Goods and Services specifically or by necessary inference from the terms as set out in Attachment 1 – Standing Offer Agreement – Goods and Services;

- (b) all overhead costs, including head office and on-site overhead costs, and all amounts for the Applicant's profit; and
- (c) all costs required for compliance with all laws applicable to the performance of the supply and delivery of the Goods and Services and the performance of the warranty obligations as described in Attachment 1 – Standing Offer Agreement – Goods and Services.

Without limiting the generality of the foregoing, the Application Price(s) will be deemed to include items of a staff uniform, apparel and retail program supply and management services which are necessary in order to provide a complete Good and Service, which conforms in strength, quality of workmanship, and materials to that which is usually provided by the trade in general.

10. EVALUATION AND SELECTION

10.1 Evaluation Team

The evaluation of all Applications to identify a preferred Applicant or Applicants (each, a **"Preferred Applicant"**) will be carried out by a team of one or more persons appointed by the City (the **"Evaluation Team"**). The Evaluation Team may be assisted by other persons as the Evaluation Team may determine it requires, including technical, financial, legal and other advisors, or employees of the City.

10.2 Evaluation Criteria

The Evaluation Team will compare and evaluate all Applications to identify the Application or Applications which the Evaluation Team judges to be the most advantageous to the City, using the following evaluation criteria:

- (a) Technical – Design and Performance;
- (b) Experience, Reputation and Resources (resources and management);
- (c) Application Prices;
- (d) Past performance in supply and delivery of goods and services similar to the Goods and Services; and
- (e) Statement of Departures, if any.

The Evaluation Team will not be limited to the criteria referred to above and may further consider additional criteria that the Evaluation Team identifies as relevant during the evaluation process. The Evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the Applications by comparing one Applicant's Application

to another Applicant's Application. All criteria considered will be applied evenly and fairly to all Applications.

10.3 Evaluation Process

To assist in evaluation of Applications, the Evaluation Team may, in its sole and absolute discretion:

- (a) conduct reference checks of the Applicant, and any subcontractors proposed in the Application, with internal and/or external sources, and consider and rely on any relevant information received from the reference in the evaluation of Applications;
- (b) seek clarification or additional information from any, some, or all Applicants with respect to their Application, and consider and rely on such supplementary information in the evaluation of Applications; and
- (c) request an interview, presentation/demonstration, with any, some or all Applicants, to clarify any questions or considerations based on the information included in Applications, and consider and rely on any supplementary information received from Consultative Sessions, interviews and presentations in the evaluation of Applications; and
- (d) if required by the City, samples may be requested for testing and/or evaluation. Such samples are to be furnished free of all costs to the City and if not used in testing, or destroyed, will, upon request, will be returned at the Applicant's expense. When required, the City may request full demonstration of any Good(s) and/or Services by the Applicant prior to the award of any contract. Demonstrations will be furnished free of all costs to the City.

10.4 Multiple Preferred Applicants

The City reserves the right and discretion to divide up the Goods and Services, either by type of Goods or Services, or other basis as the City may decide, and to select one or more Preferred Applicants to enter into discussions with the City for one or more Standing Offer Agreements to perform a portion 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 RFA-SOA and the basis of Applications.

In addition to any other provision of this RFA-SOA, Applicants 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 Standing Offer Agreements with one or more Applicants.

10.5 Negotiation of Contract and Award

If the City selects a preferred Applicant or preferred Applicants, then it may:

- (a) enter into a Standing Offer Agreement with the preferred Applicants(s); or
- (b) enter into discussions with the preferred Applicant(s) to attempt to finalize the terms of the Standing Offer Agreement including financial terms, and such discussions may include:
 - (1) clarification of any outstanding issues arising from the preferred Applicant's Application.
 - (2) negotiation of amendments to the departures to the draft Standing Offer Agreement if any, proposed by the preferred Applicant as set in Schedule B to the preferred Applicant's Application; and
 - (3) negotiation of amendments to the preferred Applicant's price(s) as set out in Schedule B-1 to the preferred Applicant's Application and/or Goods and scope of Services if:
 - (A) the preferred Applicant's financial Application exceeds the City's approved budget, or
 - (B) the City reasonably concludes the preferred Applicant's financial proposal includes a price(s) that is unbalanced, or
 - (C) a knowledgeable third party would judge that the preferred Applicant's price(s) materially exceed a fair market price(s) for services similar to the Goods and Services offered by the preferred Applicant as described in the preferred Applicant's Application; or
- (c) if at any time the City reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, give the preferred Applicant(s) written notice to terminate discussions, in which event the City may then either open discussions with another Applicant or terminate this RFA-SOA and retain or obtain the Goods and Services in some other manner, or not at all.

11. NO CONTRACT

This RFA-SOA 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 RFA-SOA or the submission of Applications.

12. LIMITATION OF CITY LIABILITY

Notwithstanding anything to the contrary contained in the RFA-SOA or any other document, material or communication made available to Applicants by the City or its representatives in connection with this RFA-SOA, the City accepts no responsibility or liability for the accuracy or completeness of this RFA-SOA (including any schedules or appendices to it) or any recorded or oral information communicated or made available for inspection by the City (including through the City Representative or any other individual) and no representation or warranty, either express or implied, is made or given by the City with respect to the reliability, accuracy, completeness or relevance of any of those things. The sole risk, responsibility and liability connected with reliance by any Applicant or any other person on this RFA-SOA or any such information as is described in this paragraph is solely that of each Applicant.

13. 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 an authorized signatory of the City. Delivery of the signed Agreement by the City may be by fax or pdf email or hard copy. In that event, the resulting Agreement will be comprised of the documents included in the definition of Agreement in Attachment 1 – Standing Offer Agreement – Goods and Services.

14. 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 RFA-SOA. The City and its representatives, agents, consultants and advisors will not be liable to any Applicant for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any matter whatsoever, incurred by the Applicant in preparing and submitting an Application, or participating in negotiations for a Standing Offer Agreement, or other activity related to or arising out of this RFA-SOA.

15. 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 perform the Services.

16. CONFLICT OF INTEREST

An Applicant should 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.

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

Applicants and their agents will not contact any member of the City Council, City staff or City consultants with respect to this RFA-SOA, other than the contact person named in Section 6 at any time prior to the award of a Standing Offer Agreement or the cancellation of this RFA-SOA and the City may, at its discretion, reject the Submission of any Contractor that makes any such contact.

18. 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.

19. 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.

20. RESERVATION OF RIGHTS

20.1 Notwithstanding any other provision in this RFA-SOA:

- (a) The City need not necessarily consider the Application with the lowest Application Price(s), or any Application, and the City reserves the right to reject any and all Applications at any time, or cancel the RFA-SOA process, without further explanation, and to accept any Application the City considers to be in any way advantageous to it.
- (b) The City's acceptance of any Application is contingent on having sufficient funding for the purchase and achieving a mutually acceptable contract for the performance of the Services and supply and delivery of the Goods.
- (c) Each Applicant, by submitting an Application, irrevocably:
 - (i) agrees that it will not bring any claim, demand, action, cause of action, suit or proceeding, whether arising in contract, tort (including negligence) or otherwise (a "**Claim**") against the City or any of its employees, directors, officers, advisors or representatives, or any one of them, for any costs, damages or other compensation in excess of an amount equivalent to the actual and reasonable costs directly and demonstrably incurred by the Applicant in preparing its Application for any matter relating directly or

indirectly to this RFA-SOA (including in the event that the City rejects or disqualifies or for any other reason fails to accept an Application, accepts a non-compliant Application or otherwise breaches, or fundamentally breaches, the terms of this RFA-SOA or any duties arising from this RFA-SOA); and

- (ii) waives any Claim against the City and its employees, directors, officers, advisors or representatives for any compensation of whatsoever nature or kind, including for loss of anticipated profits, loss of opportunity, indirect, incidental or consequential damages or losses if no contract between the Applicant and the City is entered into for the performance of the Services and supply and delivery of the Goods for any reason whatsoever, including in the event that the City rejects or disqualifies or for any other reason fails to accept an Application, accepts a non-compliant Application or otherwise breaches, or fundamentally breaches, the terms of this RFA-SOA or any duties arising from this RFA-SOA.

- (d) If the City considers that all Applications are priced too high, it may reject them all.

[END OF PAGE]

ATTACHMENT 1 – DRAFT STANDING OFFER AGREEMENT – GOODS AND SERVICES

STAFF UNIFORM, APPAREL AND RETAIL PROGRAM SUPPLY AND MANAGEMENT SERVICES

THIS AGREEMENT dated for reference this ____ day of _____, 2022 (the “**Effective Date**”)

Reference No.: 1220-060-2022-002

BETWEEN:

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

AND:

(**Insert Full Legal Name and Address of Applicant**)

(the “**Contractor**”)

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

Staff Uniform, Apparel and Retail Program Supply and Management Services

THEREFORE in consideration of the premises and 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 each party acknowledges), parties hereby covenant and agree with each other as follows:

DEFINITIONS AND INTERPRETATION

1. In this Agreement in addition to words defined elsewhere in this Agreement, the following definitions apply:
 - (a) “**Agreement**” means this agreement and all schedules and appendices attached hereto;
 - (b) “**Change Order**” has a meaning set out in Section 39;
 - (c) “**Contractor**” means a person whose Application has been accepted by the City and who may provide the Goods and/or Services under this Agreement;
 - (d) “**Delivery Date**” means the delivery date(s) for the applicable Goods and Services, as set out in a Requisition or as otherwise agreed between the parties;

- (e) **“Delivery Location”** means [*final delivery location to be determined*], Surrey, British Columbia, CANADA, or such other address as the Department Representative directs by written notice to the Contractor;
- (f) **“Department Representative”** means the representative(s) designated by the City from time to time to administer this Agreement or who is responsible for any element of this Agreement;
- (g) **“Effective Date”** means the date first above written;
- (h) **“Goods”** means any of the goods, apparel, accessories, materials or other items (if any) as described generally in Schedule A – Specifications of Goods and Scope of Services and including any other items that may be identified in Schedule B – Application Extracts, and any modifications to the Goods lists as agreed between the parties throughout the Term and further including anything and everything required to be done for the fulfilment and completion of the Goods in accordance with this Agreement;
- (i) **“Good Industry Practice”** means the standards, practices, methods and procedures to the best professional and commercial standard in the industry with respect to the design, manufacture, assembly and delivery of goods similar to the Goods, conforming to all applicable laws and exercising that degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a qualified, skilled and experienced person engaged in a similar type of undertaking under the same or similar circumstances;
- (j) **“Production Schedule”** has the meaning set out in Section 21(b);
- (k) **“Purchase Price”** has the meaning set out in Section 29;
- (l) **“Requisition”** means a request for Goods or Services issued by, or through, the City to the Contractor from time to time for the purchase of Goods and/or performance of the Services, which request may be in the form of a written order form, an online/electronic ordering system, or such other form or method agreed between the City and the Contractor to constitute a Requisition;
- (m) **“Services”** means any portion of the services as described generally in Schedule A – Specifications of Goods and Scope of Services 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;
- (n) **“Specifications”** means the specifications and requirements set out in Schedule A – Specifications of Goods and Scope of Services and any additional specifications and requirements as may be further identified and described in Schedule B – Application Extracts; provided that despite any details contained in Schedules A or B, the Specifications shall at all times be deemed to comply with best commercial practices, contain only new material, and be of first-class quality and workmanship;
- (o) **“Standing Offer”** means a standing offer agreement between the City and the Contractor, the nature of which is discussed in Section 4; and

- (p) “**Term**” has the meaning described in Section 111.
2. This Agreement consists of all the documents listed below and may be modified only by express and specific written agreement. In the event of a conflict between the provisions of any documents listed below, then the documents shall govern and take precedence in the following order:
- (a) the Agreement;
 - (b) Schedule B – Application Extracts;
 - (c) Schedule A - Specifications of Goods and Scope of Services; and
 - (d) other terms, if any, that are agreed to by the parties in writing.
3. The following attached Schedules are a part of this Agreement:
- Schedule A – Specifications of Goods and Scope of Services; and
Schedule B – Application Extracts.

STANDING OFFER

4. This Agreement is a standing offer arrangement, and the following provisions apply to the requisition of Goods and Services under this Agreement:
- (a) The Goods and Services will be ordered by the City solely on an “as and when required” basis at any time and from time to time during the Term through use of a Requisition. The Contractor agrees to provide the quantity of the Goods and Services ordered in each Requisition, on the terms and conditions of this Agreement;
 - (b) The aggregate quantity of Goods and Services which may be ordered is conditional upon the needs of the City;
 - (c) Except as specifically set out in this Agreement, no compensation will be accrued, owed or paid to the Contractor if Goods and Services, or a minimum quantity of Goods or Services, are not ordered. This Agreement does not guarantee the City will purchase any Goods and Services from the Contractor;
 - (d) All orders, including the timing of the order, the quantity of the Goods and Services required, and delivery schedule, are at the sole and absolute discretion of the City and may be subject to approval by other parties and applicable budget and financing approvals; and
 - (e) The City, at all times, retains the right, in its sole and absolute discretion to order Goods and Services or any other items (including new, replacements or upgraded Goods) from other sources.

GOODS AND SERVICES

5. The Contractor covenants and agrees that it will provide the Goods and Services in accordance with this Agreement. The Contractor is solely responsible to ensure all Goods and Services meet the Specifications and will provide proof of compliance as and when

requested by the City. No review, inspection or acceptance of the Goods or Services by the City will release the Contractor from its obligations to meet the Specifications.

6. The Contractor will complete and deliver the Goods and Services in the quantities, and in accordance with the schedule, set out in the Requisition or as otherwise agreed between the parties. Goods and Services will not be deemed or construed to be delivered until received by the City.
7. The City may from time to time, by written notice to the Contractor make changes to the Goods and Services.
8. The Goods identified in Schedule B – Application Extracts will be considered the core Goods list (the “**List**”) and will constitute the catalogue of Goods from which the City and its personnel will select and order Goods through Requisitions. The Contractor shall keep the List current, documenting all additions, deletions and revisions, as well as dates of any changes, and ensure the City at all times, has an accurate, complete and current List. The Contractor will further ensure its online ordering catalogue is limited to the List and does not include any additional goods or services.
9. The Contractor will provide the Goods and perform the Services in a competent, diligent and efficient manner to the full satisfaction of the City. The Contractor warrants and represents the Contractor, and any persons performing any part of the Goods and Services, have the skills, qualifications, expertise and experience necessary to provide the Goods and perform the Services in a competent and professional manner and will provide the Goods and Services with the standard of care, skill and diligence normally provided by an experienced, reputable and professional contractor providing similar goods or performing similar services. The Contractor will be responsible for the professional quality, technical accuracy, timely completion and coordination of all reports and other services furnished by the Contractor.

PRODUCTION REQUIREMENTS

10. Upon written request from the City at any time during production stage for any the Goods, the Contractor will provide production samples to the City to enable the City to verify compliance with the Specifications. The Contractor will promptly remedy any non-compliance with the Specifications. Repeated non-compliance and/or rejection of production samples by the City may, at the option of the City, result in termination of this Agreement.

REPORTING REQUIREMENTS

11. The Contractor will provide the Department Representative with reports, including on sales/usage, service, and custom reports, as and when requested, at no cost to the City.
12. The City will identify the type and frequency of reports to be provided. The City may also request custom reports as needed. The Contractor shall use commercially reasonable efforts to provide such reports in a reasonable time frame.

13. Usage/Sales Reports should be provided in Excel format or other requested format, and should include some or all of the following information, as requested:

- ordering clerk identification number only (no name or address);
- customer account number;
- order reference number;
- order date;
- product description;
- product unit of measure;
- manufacturer item/SKU number;
- unit price (including discount(s), if any);
- quantity ordered;
- quantity shipped; and
- extended price.

14. Service Reports should be provided in Excel format or other requested format, and should include some or all of the following information, as requested:

- invoice accuracy;
- average order time;
- average backorder time;
- average backorder size;
- customer satisfaction;
- total amount of returns; and
- total spend.

DELIVERY LOCATION

15. The Contractor will take steps as required so that all the Goods are properly prepared for delivery and the Goods shall be delivered, F.O.B. Destination prepaid, to the Delivery Location between the hours of 8:00 a.m. to 3:30 p.m. Monday through Friday. The Contractor shall ensure the integrity of the Goods during transportation, handling and temporary storage. Due regard shall be given by the Contractor to protection from loss and pilferage, physical damage, and the effect of the elements and environmental conditions. Any loss, damage, or repair cost resulting from delivery to the Delivery Location will be the Contractor's sole responsibility.

MARKETABLE TITLE

16. The Contractor warrants that it has or will at the time of transfer of title as described in Section 17 have good and marketable title to the Goods and will deliver the Goods to the City free and clear of all liens, restrictions, reservations, encumbrances or claims of any kind.

TRANSFER OF TITLE

17. Title and all other property rights in and to the Goods, and any parts thereof, pass to the City, free and clear of all encumbrances, upon delivery to the Delivery Location. The Contractor will defend the City's title to the Goods.

RISK OF LOSS

18. Risk of loss with respect to the Goods will remain with the Contractor and will not transfer to the City unless and until the City accepts and takes possession and control of the Goods. No loss, injury or destruction of the Goods shall release the Contractor from any obligations under this Agreement.

STANDARD OF PERFORMANCE

19. The Contractor will supply and deliver the Goods and perform the Services in accordance with:
- (a) this Agreement;
 - (b) all applicable laws; and
 - (c) Good Industry Practice.

If more than one standard, including governmental requirements, work practices and procedures, and specifications, applies to the supply and delivery of the Goods or the performance of the Services, then the strictest of such will apply.

PRODUCTION MEETINGS

20. If and when requested by the City, at commencement of the Term and otherwise throughout the Term, and at a time and location designated by the City, the Contractor will hold a meeting to outline any items relevant to this Agreement and how the Contractor will perform and meet the contract requirements, including its production schedule, warranty and quality assurance plans, contract/project approach, ordering/Requisition process, proposed reporting forms, and any additional topics requested by the City. The Contractor will ensure its authorized representatives and key personnel are present at production meetings.

PRODUCTION SCHEDULE

21. The Contractor shall as a material term of this Agreement:
- (a) commence the supply and delivery of the Goods, in sufficient quantities and sizing to accommodate initial bulk Requisitions as agreed between the Contractor and the City, promptly following execution of this Agreement and thereafter maintain sufficient inventory to promptly fill Requisitions as received;
 - (b) within ten (10) days after the written request from the City submit to the City a horizontal bar chart production schedule including a critical path method (the

“**Production Schedule**”) satisfactory to the Department Representative, acting reasonably, indicating the timing (start and completion date of activities noting the first work day of each week) of all major activities of the design and manufacturing of the Goods, and providing details of the critical events and their inter-relationship to demonstrate the work will be performed in conformance with the Agreement;

- (c) update the Production Schedule to the satisfaction of Department Representative(s), acting reasonably, on no less than a monthly basis so as to incorporate any time adjustments as permitted under this Agreement or as otherwise agreed to in writing by the City;
- (d) pursue the supply of the Goods diligently to ensure adherence to the Production Schedule and prevent delays; and
- (e) the Contractor will, at its own expense, take all such commercially reasonable steps required to proactively address any potential delays to the Production Schedule.

22. If the Contractor is not meeting the deadlines set out in the Production Schedule, the Contractor shall at its sole expense, and in addition to the payment of any liquidated damages on account of delay in accordance with Section 115:

- (a) within five (5) business days:
 - (i) submit to the City a report satisfactory to the Department Representative(s), acting reasonably, identifying the reasons for any delay and outlining the Contractor’s plan to address the delay;
 - (ii) submit to the City for consideration and approval a revised ~~Production~~ Schedule, which shall:
 - (A) be in accordance with Good Industry Practice; and
 - (B) satisfy the requirements of the Agreement.
- (b) upon acceptance by the City, diligently adhere with the revised Production Schedule.

TESTS AND INSPECTIONS

23. During the Term of the Agreement, the Department Representative may request Good samples (e.g., unisex, male and female pants and shirts) for testing and evaluation to ensure Goods meet their requirements and are suitable for their purpose. Good samples may also be required when evaluating new goods, substitutions or alternatives. These Good samples shall be provided to City at no cost. At the end of the evaluation, the City is under no obligation to purchase these samples, and may return them to the Contractor at no cost. However, City may choose to purchase the samples at the current Purchase Price.

REJECTION OF GOODS

24. Upon delivery of the Goods to the Delivery Location, the City shall have a reasonable time to inspect and to accept the Goods.
25. Despite the transfer of title or risk of loss pursuant to this Agreement, the City may reject any Goods, or any component of the Goods, not in compliance with a Requisition or otherwise failing to meet the requirements of this Agreement (“Non-Compliant Goods”), whether due to damage resulting from improper packing, loading, unloading or otherwise. The City shall notify the Contractor of such rejection and the reason therefore. Any Non-Compliant Goods will be held by the City at the sole risk of the Contractor and the Contractor will promptly replace the Non-Compliant Goods. The Contractor will be responsible for all costs of return and replacement of Non-Compliant Goods. Any costs or expenses incurred by the City on account of Non-Compliant Goods, will, upon written demand by the City, be immediately due and payable by the Contractor, and the City may set-off such costs and expenses against any payment owing by the City to the Contractor.
26. If rejection of the Goods is as a result of failure to meet the Specifications, promptly after receiving a notice of rejection, the Contractor will deliver to the Department Representative its plan to remedy the non-compliance and to ensure the Goods are in accordance with this Agreement, including identifying any impacts on the Production Schedule.
27. If in the opinion of the Department Representative it is not expedient to correct the non-compliance, then the Department Representative may retain the Non-Compliant Goods and the City may deduct from the monies otherwise due to the Contractor for those Goods the difference in value to the City, considering the City’s intended use of the Goods between the Non-Compliant Goods and Goods meeting the terms of this Agreement. The amount of such deduction will be determined in the first instance by the Department Representative. If such amount is not acceptable to the Contractor, then the parties shall make reasonable efforts to resolve the dispute by amicable negotiations and shall provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.
28. The City will not be responsible for any restocking charges for any Goods shipped to the City and returned to the Contractor for any reason. The Contractor is to bear all costs including shipping and handling of returned Goods.

PURCHASE PRICE

29. As payment for the performance of the Contractor’s obligations under this Agreement, the City will pay to the Contractor, the price(s) set out in Schedule B – Application Extracts applicable to the Goods and Services less any Contractor or third-party discounts (the “**Purchase Price**”), plus applicable GST & PST thereon (as applicable). All Purchase Prices are firm for the Initial Term and subject to review for each extension period in accordance with Section 32. The Contractor will not be entitled to receive any additional payment from the City. The Purchase Price includes the price of any Goods and/or Services added to this Agreement during the Term as a result of changes to the Lists

agreed to by the parties in accordance with Section 8, which prices may be identified on the agreed List or by separate corollary document agreed to by the parties and despite such additions, and the corresponding prices, not being set out in an amending agreement or formal amendment to Schedule B – Application Extracts.

30. Despite any price set out in Schedule B – Application Extracts, the Contractor will extend to the City all manufacturer's price concessions, discounts, rebates and factory incentive pricing whenever available and to ensure that the City is provided the best price available.
31. The Purchase Price will be the entire compensation owing to the Contractor for the performance of the Contractor's obligations under this Agreement. The Purchase Price is all-inclusive and includes, without limitation, all profit and all costs of general management, supervision, support services, insurance, labour, materials, equipment, transportation and delivery, import duties and taxes, brokerage, royalties, handling, overhead, financing and all other costs and expenses whatsoever incurred by the Contractor for the supply and delivery of the Goods and performance of the Services.

CORE GOOD PRICING

32. The proposed core Good Purchase Prices submitted as set out in Schedule B-1 – Financial Extracts will remain firm from the Effective Date for a period of three years. After the term:
 - (a) any pricing correction request from the Contractor should be accompanied by appropriate documentation (i.e., manufacturer's letter of increases) to support any price adjustment. Contractor performance received under the Agreement may be considered when contemplating any proposed Purchase Price increase;
 - (b) the Contractor should provide written notice to the City at least ninety (90) days prior to the term expiry date if requesting a pricing change;
 - (c) if for any reason, the Contractor and the City cannot agree on the new Purchase Price within the specified timeframe, the effective date of any new Purchase Price(s) will be adjusted to allow for thirty (30) days prior notice to the City;
 - (d) if a pricing correction is not requested the Purchase Prices will remain the same until next scheduled pricing correction. Decreases to any Purchase Price shall be accepted at any time during the Term of the Agreement; and
 - (e) Agreements will be amended accordingly, if necessary.
33. Purchase Prices will be in Canadian fund, F.O.B. Destination, Freight Prepaid to the Delivery Location.

PAYMENT

34. Subject to any contrary provisions set out in this Agreement:
 - (a) unless an alternate invoicing process is established as part of the requisition process and agreed to by the City, upon each delivery of the Goods and or provision of Services, the Contractor shall submit an invoice (each, an "**Invoice**") to the City **electronically** to: surreyinvoices@surrey.ca and include the following information:

- (1) an Invoice number;
 - (2) the Contractor's name, address and telephone number;
 - (3) the City's Purchase Order number: (set out on page 1);
 - (4) model and catalogue number(s), as applicable;
 - (5) discounts;
 - (6) taxes, if any; and
 - (7) grand total of the invoice.
- (b) if the City reasonably determines that any portion of an Invoice is not payable or is otherwise in dispute, then the City will so advise the Contractor;
 - (c) the City will pay the undisputed portion of an Invoice less any applicable deductions, setoffs or holdbacks, within 30 days of the receipt of the Invoice;
 - (d) if the Contractor offers the City a cash discount for early payment, then the City may, at its sole discretion, pay the discounted portion of the Invoice; and
 - (e) all Invoices shall be stated in, and all payments made in Canadian dollars.
- 35.** 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 that the Goods and/or Services are 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.
- 36.** If the Contractor is not a resident of Canada for income tax purposes and does not provide the City a waiver of regulation letter, the City is required to withhold from any payments made to the City the amount of 15% withholding tax and remit the same to Canada Revenue Agency in accordance with applicable laws.

DEFICIENCY HOLDBACK

- 37.** 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 or Non-Compliant Goods. This holdback may be held, without interest, until replacement Goods are received or such deficiency or defect is remedied.

RIGHT OF SET-OFF

- 38.** The City may set-off, as against any amounts due to the Contractor, any amount owing from the Contractor to the City, including liquidated damages and other amounts as payable under this Agreement.

CHANGE ORDER

- 39.** The City may at any time propose changes to the Contractor's scope by altering, adding to or deducting from the Contractor's scope, including by altering, adding to or deducting from the Specifications, as the City in its sole discretion considers necessary to accomplish the general purposes of the Agreement, by issuing written notice to the Contractor of the proposed change. The Contractor may request changes to the Specifications by submitting to the City written notice of the requested change referencing the specific

section(s) and page number(s) of the Specifications affected by the requested change and supporting documentation acceptable to the City with respect to the requested change.

40. The Contractor shall, within a reasonable time of receiving notice of a proposed change or at the time that it requests a change, present in a form acceptable to the City, a method of adjustment or an amount of adjustment for the Purchase Price (whether a net increase, or net decrease), if any, and the adjustment in the then current Production Schedule, if any, for the proposed change.
41. When the City and the Contractor agree to the adjustments, if any, in the Purchase Price and the then current Production Schedule, or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a written change order ("**Change Order**"), signed by the City and the Contractor.
42. The Contractor shall furnish the Goods and Services or deliverables in the Change Order in accordance with the requirements of the Agreement and any written provisions, specifications, or special instructions issued by the City with respect to the Change Order.
43. The Contractor shall not make any changes to the Specifications without a Change Order. The City may refuse to accept all or a part of the Goods if changes are made by the Contractor without a Change Order. The City will not be responsible for costs incurred by the Contractor with respect to unauthorized changes.

PERSONNEL AND SUBCONTRACTORS

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

WCB AND OCCUPATIONAL HEALTH AND SAFETY

- 47.** 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.
- 48.** The Contractor will provide the City with the Contractor's Workers' Compensation Board registration number and a letter from the Worker's Compensation Board confirming that the Contractor is registered in good standing with the Workers' Compensation Board.
- 49.** The Contractor agrees that it is the prime contractor for the Services for the purposes of the *Workers Compensation Act*. The Contractor will have a safety program in place that meets the requirements of the Workers' Compensation Board Occupational Health and Safety Regulation and the *Workers Compensation Act*. As prime contractor, the Contractor will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the Services. That person will be the person so identified in this Agreement, and the Contractor will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.
- 50.** 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.
- 51.** 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.

LIMITED AUTHORITY

- 52.** 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

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

54. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

54.1 No Disclosure

Except as provided for by law or otherwise by this agreement, the Contractor will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of the performance of the Goods and 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.

Refer to Schedule 1 – Confidentiality and Non Disclosure Agreement for additional information.

The Confidentiality and Non Disclosure Agreement, attached as Schedule 1 to this Agreement, forms a part of and is incorporated into this Agreement.

54.2 Freedom of Information and Protection of Privacy Act

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.

Refer to Schedule 1 – Privacy Protection Schedule for additional information.

The Privacy Protection Schedule attached as Schedule 1 to this Agreement, forms a part of and is incorporated into this Agreement.

54.3 Return of Property

The Contractor agrees to return to the City all of the City's property at the completion of this agreement, including any and all copies or originals of reports provided by the City.

WARRANTIES AND INDEMNITIES

55. The Contractor warrants that the Goods shall:
- (a) be new and of recent manufacture, carrying full manufacturers', distributors' and installers' or suppliers' warranties unless otherwise required or permitted under this Agreement;
 - (b) be of best quality, unless otherwise specified in this Agreement;
 - (c) be free from defects and free from latent defects;
 - (d) conform in all respects to the terms of this Agreement, all applicable laws, Good Industry Practice, and all applicable manufacturers' recommendations;
 - (e) be fit and suitable and perform satisfactorily for the purposes of PRC operations and under the conditions made known to the Contractor by the City or which were reasonably inferable;
 - (f) be at least equal to the higher of national standards or codes, or standards and codes customarily applicable for PRC operations or at the place and manner where the City will use the Goods; and
 - (g) 30-day warranty if the City is not happy with the product then a return or exchange is to be issued.
56. 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. Despite 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 delivery. 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.
57. The Contractor warrants and guarantees that Goods delivered under this Agreement do not infringe any valid patent, copyright or trademark, foreign or domestic, owned or controlled by any other corporation, firm or person, and agrees to indemnify and save harmless the City of Surrey and all of their respective 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.
58. The Contractor represents and warrants that all Goods and Services delivered under this Agreement shall comply with all applicable codes, statutes, by-laws, rules and regulations,

or any federal, provincial, municipal or other competent authority for the time being in force.

- 59.** 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 judgements (including 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.

ASSIGNMENT OF WARRANTIES

- 60.** Without limiting the generality of Section 55, the Contractor shall assign to the City any warranty or service guarantee offered by a third-party manufacturer, distributor, installer or supplier of the Goods. Nothing in this Section 39 relieves the Contractor from any responsibilities under any of the warranty provisions in this Agreement.

CUSTOMER SERVICE AND ON CALL SUPPORT

- 61.** The Contractor shall designate one or more account managers and other key personnel who will undertake overall management and coordination of the Goods and Services under this Agreement and be responsible for customer service matters and on-call support. The account manager shall be available at all times during the normal business hours and shall act as the central point of contact with the City. Other personnel will be available for on call support as and when required.
- 62.** The Contractor shall provide to the Department Representative the names, addresses and telephone numbers of account manager, sales representatives and other key personnel who manage this Agreement, and shall keep this information current at all times.

WARRANTY REPAIR OR REPLACEMENT

- 63.** On written notice from the City of any defects or latent defects discovered in the Goods within any applicable warranty period, including in any materials or equipment incorporated into the Goods, or other non-compliance with this Agreement covered by any warranty under this Agreement, given to the Contractor promptly following such defect of non-compliance becoming apparent, the Contractor will promptly, upon being given access to the affected Goods by the City, commence to remedy such non-compliance, and any damage to the Goods and any other equipment or property resulting from the non-compliance, and will without delay proceed to complete the repair and remediation so that the affected Goods are in compliance with this Agreement.
- 64.** After completing the repair and remediation of the affected Goods the Contractor may apply to the Department Representative for acceptance of that repair and remediation. The Department Representative will, no later than fourteen (14) days after the receipt of

such an application, inspect the repaired or remediated Goods and will, no later than a further seven days after the inspection, notify the Contractor in writing of the acceptance, or the reasons for refusal, of the application. If the application is refused, then the Contractor will address the reasons for refusal and may re-apply for acceptance of the repaired or remediated Goods in accordance with this section. If for any reason the City fails, within thirty (30) days of an application by the Contractor under this section to accept or give reasons for the refusal of that application, the City will be deemed to have accepted that application.

- 65.** If the repair or remediation of the affected Goods cannot promptly be commenced and/or completed by the Contractor because of an interruption or unavailability of access because of the occurrence of any emergency circumstances or the operational interests of the City, then the Contractor will use commercially reasonable efforts to recommend a temporary repair acceptable to the City and will carry out such a temporary repair in a timely manner and then complete the final repair promptly when full access is available. If the City for any reason delays providing access to the Contractor to complete the final repair then additional costs of the final repair resulting from such delay will be a change and Sections 39 through 42 apply.
- 66.** If the Contractor reasonably determines that a temporary repair of the affected Goods is not possible or advisable in the circumstances, it will promptly advise the City, providing reasons and a recommendation as to whether the City can safely continue to use and operate the affected Goods without material risk of incurring additional incremental loss, damage, cost or expense beyond that already suffered as a result of the non-compliance with this Agreement. If the City continues to use the affected Goods notwithstanding the Contractor's recommendation, then the Contractor will be relieved of all further warranty obligations to the extent of any incremental defects arising out of such continued use and operation of the affected Goods.
- 67.** The Contractor will carry out all repair and remediation of the affected Goods, including any temporary repair accepted by the City as described in Section 66, at its own cost and without any right to reimbursement by the City with respect to such costs. The Contractor will be responsible for all costs associated with such repairs and replacements and will indemnify and save harmless the Indemnitees from any resulting damages. Other Goods, components of Goods or property damaged due to the defects, or in repairing such defects, will also be restored by the Contractor in accordance with Sections 63 through 66, without additional payment by the City, to a state at least as good as prior to the removal of or damage to that other Goods or property due to the defects, or prior to the repair to such defects.
- 68.** The Contractor shall be liable for all losses, damages, claims, costs or expenses incurred by the Indemnitees in connection with any defect, latent defect or non-compliance covered by any warranty under this Agreement. Notwithstanding the foregoing, the Contractor will not be liable for any losses, damages, claims, costs or expenses suffered as a result of the Contractor's inability to promptly commence and/or complete any repair or remediation of the affected Goods because of an unavailability or interruption of access, as provided

above, not caused by any act, error or omission of the Contractor or any of its employees, agents, representatives or subcontractors, or any other person for whom the Contractor is legally responsible.

69. Nothing in Sections 63 through 68 will be interpreted as precluding the City from carrying out repair or remediation of the Goods as permitted under this Agreement at the Contractor's cost and expense.

FAILURE TO REMEDY DEFECTS

70. If the Contractor fails to remedy any defect or damage within a reasonable time following notice thereof, then a date may be fixed by the Department Representative on or by which the defect or damage is to be remedied. The Contractor will be given reasonable written notice of this date. If the Contractor fails to remedy the defect or damage by such date and the remedial work was to be executed at the cost of the Contractor. The City may, at its option:

- (a) carry out the repair or remediation using the City's own forces or others, in a reasonable manner and at the Contractor's sole cost and risk. The Contractor will pay to the City, within 30 days after receipt of an invoice, the costs reasonably incurred by the City in remedying the defect or damage; and
- (b) require the Department Representative to determine a reasonable reduction in the Purchase Price.

WARRANTY FOR REPAIRED OR REPLACED GOODS

71. The warranties set out in Section 55 will apply to all Goods or components of Goods repaired or replaced under Section 63, whether or not such repair is performed by the Contractor, a third party authorized by the Contractor, or by the City as permitted under Section 70, and a new warranty period for such repaired or replaced Goods, or components of Goods, as the case may be, will commence from the date that the repair or replacement of such Goods, or components of Goods is accepted under Section 64, and extend for the warranty time period indicated in Section 55.

INSURANCE AND INDEMNITY

72. 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.

73. 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.
74. 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 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.
75. 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.
76. 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.
77. 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.
78. The Contractor hereby waives all rights of recourse against the City for loss or damage to the Contractor's property.

OWNERSHIP OF WORK PRODUCT

79. All right, title and interest in the work product developed or created by or on behalf of the Contractor as part of or ancillary to the performance of the Services (the **“Work Product”**) shall be owned by the City and the Contractor does hereby sell, assign and transfer the Work Product, including the intellectual property rights therein, to the City. The Contractor hereby waives, and will ensure its employees, contractors and subcontractors also waive, any moral rights they may have in the Work Product. The Contractor shall provide to the City upon request, and otherwise upon completion of the Services or the termination of this Agreement, the originals and all copies of the Work Product, whether fully or partially completed. Despite the foregoing and provided the Work Product does not contain any personal information (as that term is defined in *FOIPPA*), the Contractor shall be entitled to retain one copy for its own records for auditing purposes and to meet its professional obligations, subject always to the confidentiality obligations set out in Section 54. Nothing herein contained gives the Contractor the authority to use the Work Product or disclose any information so retained without the City’s consent, unless required by law.
80. The Contractor warrants and represents the Work Product will not infringe any copyright, trademark, trade secret and other intellectual property rights of any third party.

CITY RESPONSIBILITIES

81. 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.
82. If the City observes or otherwise becomes aware of any fault or defect in the Goods and 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 provision of the Goods and performance of the Services.

TERMINATION AND DEFAULT

83. The City may by written notice at any time cancel any Requisition with respect to Goods which, as of the date of cancellation, have not been accepted. The cancellation of any Requisition will not result in the cancellation of this Agreement or the cancellation of any other Requisitions.
84. The City may at any time and for any reason by written notice to the Contractor terminate this Agreement prior to the end of the Term, such notice to be determined by the City at its sole discretion. Upon receipt of such notice, unless otherwise requested by the City in writing, the Contractor will perform no further Services other than the work which is reasonably required to return the City’s property to the City and effect the termination of this Agreement. Despite any other provision of this Agreement, if the City terminates this Agreement pursuant to this section, the City will pay to the Contractor all amounts owing under this Agreement 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, including but not limited to lost profits.

85. 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; 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 and without further notice.
86. If the City terminates this Agreement, then the City, without prejudice to any other right or remedy the City may have, may:
- (c) enter into agreements, as it in its sole discretion sees fit, with other persons to supply the Goods and perform the Services;
 - (d) withhold payment of any amount owing to the Contractor under this Agreement for the performance of the Goods and Services;
 - (e) set-off the total costs 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
 - (f) 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.

EFFECT OF EXPIRY OR TERMINATION

87. At the end of the Term, the City, or other party identified by the City, will purchase from the Contractor, at the prices set out in this Agreement, any Goods that were produced or customized at the request of the City and remain in the Contractor's inventory.

DISPUTE RESOLUTION

88. 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.

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.

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.

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.

BUSINESS LICENSE

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

GENERAL PROVISIONS FOR GOODS

90. 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"

91. 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.
92. 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.

TERM

93. This Agreement will commence upon the Effective Date and will continue for three (3) years (the “Initial Term”) unless renewed or terminated earlier (collectively, the “**Term**”).
94. The City may, at its option, upon three (3) months’ prior written notice to the Contractor elect to renew this Agreement after the Initial Term on the same terms and conditions, save and except the Purchase Price, for two (2) further periods of one (1) year each. If the City exercises its option(s) to renew, the City and the Contractor will negotiate in good faith the Purchase Price for the renewal period in accordance with Section 32.

APPLICABLE LAWS, BUILDING CODES AND BY-LAWS

95. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia. The parties accept the jurisdiction of the courts of British Columbia.

USE OF WORK PRODUCT

96. 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.

JURISDICTION OF COUNCIL AND NON-APPROPRIATION

97. 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.
98. The Contractor recognizes and agrees that the City cannot make financial commitments beyond the City’s current fiscal year. The City will annually make bonafide requests for appropriation of sufficient funds to cover all payments covered by this Agreement. If City Council does not appropriate funds, or appropriates insufficient funds, the City will notify the Contractor of its intention to terminate or reduce the services so affected within 30 days after the non-appropriation becomes final. Such termination shall take effect 30 days from the date of notification, shall not constitute an event of default and shall relieve the City, its officers and employees, from any responsibility or liability for the payment of any further amounts under this Agreement.

ASSIGNMENT

99. The Contractor will not subcontract or assign its obligations under this Agreement, in whole or in part, without the prior approval of the City. To protect Personal Information and to comply with the spirit and intent of *FOIPPA*, the City may refuse to approve any assignment, subcontract or transfer to a non-Canadian entity and such refusal shall not

be construed as unreasonable. The City may at any time assign, transfer or subcontract this Agreement in whole or in part to any person, firm or corporation

ENTIRE AGREEMENT

100. This Agreement, including the Schedules and any other documents expressly referred to in this Agreement as being a part of this Agreement, contains the entire Agreement of the parties regarding the provision of the Goods and Services and no understandings or agreements, oral or otherwise, exist between the parties except as expressly set out in this Agreement. This Agreement supersedes and cancels all previous agreements between the parties relating to the provision of the Goods and Services.

CONTRACTOR TERMS REJECTED

101. In the event that the Contractor issues an invoice, packing slip, sales receipt, or any like document to the City, the City accepts the document on the express condition that any terms and conditions in it which constitute terms and conditions which are in addition to or which establish conflicting terms and conditions to those set out in this Agreement are expressly rejected by the City.

SURVIVAL OF OBLIGATIONS

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

CUMULATIVE REMEDIES

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

NOTICES

104. Any notice, report or other document that either party may be required or may wish to give to the other should be in writing, unless otherwise provided for, and will be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by facsimile, on transmission, or if by mail, five calendar days after posting. The addresses for delivery will be as follows:

(a) The City:

City of Surrey, Surrey City Hall
<□□insert department/division/section name>
13450 – 104 Avenue, Surrey, B.C., V3T 1V8

Attention: <□□insert City contact name>
<□□insert title>

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

(b) The Contractor:

Attention: <□□insert name and address>
<□□insert City contact name>
<□□insert title>

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

UNENFORCEABILITY

105. 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.

AMENDMENTS

106. This Agreement may be amended only by agreement in writing, signed by the parties.

SURVIVAL OF OBLIGATIONS

107. 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.

SINGULAR, PLURAL AND GENDER

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

WAIVER

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

COUNTERPARTS

110. 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.

LIQUIDATED DAMAGES FOR DELAY

111. If the Contractor fails to meet any date as set out in the Production Schedule, or the delivery deadline for the delivery of the Goods ordered through a Requisition, as may be adjusted pursuant to the provisions of this Agreement (each a "Milestone Date"), the City may deduct from any monies owing to the Contractor for the Goods and Services:

- (a) as a genuine pre-estimate of the damages incurred by the City caused by such delay an amount of \$100.00 for each day of delay until the earlier of (i) the date the delayed event is performed; and (ii) the date the City has agreed to a revised Production Schedule pursuant to Section 21(c);
- (b) Provided that if any delay beyond a date in the Production Schedule exceeds five (5) days, or repeated and/or constant delays to Requisition orders, the City may terminate this Agreement immediately upon notice to the Contractor.

If the monies owing to the Contractor are less than the total amount owing by the Contractor to the City hereunder, then any shortfall shall upon written notice from the City be immediately due and owing by the Contractor.

ENUREMENT

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

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

CITY OF SURREY

I/We have the authority to bind the City.

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

CONTRACTOR

I/We have the authority to bind the Contractor.

(Legal Name of Contractor)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

SCHEDULE 1 - CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

(Included for reference purposes – will be attached to final agreement)

This Schedule forms part of the agreement between City of Surrey (the "Public Body") and _____ (the "Contractor ") respecting Staff Uniforms, Apparel and Retail Program Supply and Management Services Reference #1220-030-2022-002 (the "Agreement").

WHEREAS:

- A.** The Contractor and the City acknowledge that the process of the Contractor having access to information or software will involve the verbal, electronic, written, or other disclosure of information, and documentation to the Contractor. In this Agreement "Confidential Information" means any information, technical data, or know how, including, but not limited to that which relates to services, processes, designs, drawings, diagrams, specifications, business strategies, finances whether communicated orally or in writing, specifications and associated documentation, and any equipment, machinery, or other property all of which owned by the City.
- B.** The Contractor has agreed to maintain the Confidential Information as confidential and to the non-disclosure of same, all in accordance with the following terms:

THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL COVENANTS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. The Contractor shall hold the Confidential Information in strict confidence recognizing that the Confidential Information, or any portion thereof, is comprised of highly sensitive information. The Contractor acknowledges that the disclosure or use of the Confidential Information, or any portion thereof, will cause the City substantial and irreparable harm and injury and the City shall have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure, and to such damages as there are occasioned by such unauthorized use or disclosure, and the Contractor hereby consents to the granting of such equitable and injunctive relief.
2. The Contractor shall not divulge or allow disclosure of the Confidential Information, or any part thereof, to any person or entity for any purpose except as described in this Agreement, unless expressly authorized in writing to do so by the City, provided however, the Contractor may permit the limited disclosure of the Confidential Information or portion thereof only to those of the Contractor's directors, officers, employees, and sub-contractors who have a clear and *bonafide* need to know the Confidential Information, and provided further that, before the Contractor divulges or discloses any of the Confidential Information to such directors, officers, employees, and sub-contractors, the Contractor shall inform each of the said directors, officers, employees, and sub-contractors of the provisions of this Agreement and shall issue appropriate instructions to them to satisfy the obligations of the Contractor set out in this Agreement and shall, at the request of the City, cause each of the said directors, officers, employees, and sub-contractors to execute a confidentiality agreement in a form satisfactory to the City, in its sole discretion.
3. The Contractor agrees not to use any of the Confidential Information disclosed to it by the City for its own use or for any purpose except to carry out the specific purposes designated by this Agreement.
4. The Contractor shall take all necessary precautions to prevent unauthorized disclosure of the Confidential Information or any portion thereof to any person, or entity in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include the highest degree of care that the Contractor utilizes to protect its own confidential information of a similar nature.
5. The Contractor shall notify the City in writing of any misuse or misappropriation of Confidential Information which may come to its attention.

6. The Contractor shall not mechanically or electronically copy or otherwise reproduce the Confidential Information, or any portion thereof, without the express advance written permission of the City, except for such copies as the Contractor may require pursuant to this Agreement in order to prepare the Report. All copies of the Confidential Information shall, upon reproduction by the Contractor, contain the same the City proprietary and confidential notices and legends that appear on the original Confidential Information provided by the City unless authorized otherwise by the City. All copies shall be returned to the City upon request.
7. The Confidential Information received by the Contractor and all formatting of the Confidential Information, including any alterations to the Confidential Information, shall remain the exclusive property of the City, and shall be delivered to the City by the Contractor forthwith upon demand by the City.
8. The Contractor acknowledges that the City is a public body subject to the *Freedom of Information and Protection of Privacy Act ("FIPPA")* and as such the Confidential Information is protected pursuant to the provisions of FIPPA. The Contractor further acknowledges that the collection, use, storage, access, and disposal of the Confidential Information shall be performed in compliance with the requirements of FIPPA. Information which is sent to the City by the Contractor in performance of this Agreement is subject to FIPPA and may be disclosed as required by FIPPA. The Contractor shall allow the City to disclose any of the information in accordance with FIPPA, and where it is alleged that disclosure of the information, or portion thereof, may cause harm to the Contractor, the Contractor shall provide details of such harm in accordance with section 21 of FIPPA.
9. The Contractor acknowledges and agrees that nothing in this Agreement does or is intended to grant any rights to the Contractor under any patent, copyright, or other proprietary right, either directly or indirectly, nor shall this Agreement grant any rights in or to the Confidential Information.
10. Disclosure of the Confidential Information to the Contractor the terms of this Agreement shall not constitute public disclosure of the Confidential Information for the purposes of section 28.2 of the *Patent Act*, R.S.C. 1985, c. p-4.
11. This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors, and assigns and the Contractor hereby acknowledges that the obligations imposed on the Contractor hereunder shall survive the termination of the Contractor's dealings or engagement with the City.
12. The Contractor represents that is not now a party to and shall not enter into any agreement or assignment in conflict with this Agreement.
13. This Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia and the Contractor and the City irrevocably attorns to the exclusive jurisdiction of the courts of the Province of British Columbia to adjudicate any dispute arising out of this Agreement.
14. No provision of this Agreement shall be deemed to be waived by the City and no breach of this Agreement shall be deemed to be excused by the City unless such waiver or consent excusing such breach is in writing and duly executed by the City.

[END OF PAGE]

SCHEDULE 2 - PRIVACY PROTECTION SCHEDULE

(Included for reference purposes – will be attached to final agreement)

This Schedule forms part of the agreement between City of Surrey (the "Public Body") and _____ (the "Contractor ") respecting Staff Uniforms, Apparel and Retail Program Supply and Management Services Reference #1220-030-2022-002 (the "Agreement").

Definitions

1. In this Appendix:
 - (a) "**access**" means disclosure by the provision of access;
 - (b) "**Act**" means the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165, including any regulation made under it, as may be amended or replaced from time to time;
 - (c) "**Agreement**" means the agreement between the City and the Contractor to which this Schedule is attached;
 - (d) "**business day**" means any day that is not a Saturday, Sunday or statutory holiday;
 - (e) "**City**" means the City of Surrey;
 - (f) "**contact information**" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (g) "**Contractor**" means the person retained to perform the services under the Agreement;
 - (h) "**personal information**" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the City and the Contractor dealing with the same subject matter as the Agreement;
 - (i) "**privacy course**" means the City's online privacy and information sharing training course or another course approved by the City; and
 - (j) "**third party request for disclosure**" means a subpoena, warrant, order, demand or request from an authority inside or outside of Canada for the unauthorized disclosure of personal information to which the Act applies;
 - (k) "**service provider**" means a person retained under a contract to perform services for a public body; and
 - (l) "**Third Party Hosting Provider**" means a third party that provides a platform or hosting service through which the Contractor delivers the services under the Agreement and to whom personal information is not accessible and as such, for the purposes of this Schedule, is not considered a subcontractor.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the City to comply with the City's statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

Acknowledgements

3. The Contractor acknowledges and agrees that:
 - (a) it is a service provider and, as such, the requirements and restrictions established by Part 3 of the Act apply to the Contractor in respect of personal information;
 - (b) unless the Agreement otherwise specifies, all personal information in the custody of the Contractor is and remains under the control of the City; and
 - (c) unless the Agreement otherwise specifies or the City otherwise directs in writing, the Contractor may only collect, use, disclose or store personal information that relates directly to and is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Collection of Personal Information

4. Unless the Agreement otherwise specifies or the City otherwise directs in writing, the Contractor may only collect or create personal information that relates directly to and is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
5. Unless the Agreement otherwise specifies or the City otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about unless:
 - (a) the City provides personal information to the Contractor;
 - (b) the Agreement otherwise specifies; or
 - (c) the City otherwise directs in writing.
6. Unless the Agreement otherwise specifies or the City otherwise directs in writing, where the Contractor collects personal information directly from the individual the information is about, the Contractor must tell that individual:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the contact information of the individual designated by the City to answer questions about the Contractor's collection of personal information.

Privacy Training

7. The Contractor must ensure that each individual who will provide services under the Agreement that involve the access, collection or creation of personal information will complete, at the Contractor's expense, the privacy course prior to that individual providing those services.
8. The requirement in section 7 will only apply to individuals who have not previously completed the privacy course.

Accuracy of Personal Information

9. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the City to make a decision that directly affects the individual the information is about.

Requests for Access to Information

10. If the Contractor receives a request for access to personal information from a person other than the City, the Contractor must promptly advise the person to make the request to the City unless the Agreement expressly requires the Contractor to provide such access. If the City has advised the Contractor of the name or title and contact information of an official of the City to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of Personal Information

11. Within 5 business days of receiving a written direction from the City to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
12. When issuing a written direction under section 11, the City must advise the Contractor of the date the correction request was received by the City in order that the Contractor may comply with section 13.
13. Within 5 business days of correcting or annotating any personal information under section 11, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was received by the City, the Contractor disclosed the information being corrected or annotated.
14. If the Contractor receives a request for correction of personal information from a person other than the City, the Contractor must promptly advise the person to make the request to the City and, if the

City has advised the Contractor of the name or title and contact information of an official of the City to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of Personal Information

15. Without limiting any other provision of the Agreement, the Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including without limitation by ensuring that the integrity of the personal information is preserved. Without limiting the general nature of the foregoing sentence, the Contractor will ensure that all personal information is securely segregated from any information under the control of the Contractor or third parties to prevent unintended mixing of personal information with other information or access to personal information by unauthorized persons and to enable personal information to be identified and separated from the information of the Contractor or third parties.

Storage of and Access to Personal Information

16. The Contractor must comply with the requirements under the Act concerning storage of personal information outside of Canada, including, if required by the City, by supporting the City with completion of such assessments as may be required by law.
17. The Contractor must not change the location where personal information is stored without receiving prior authorization of the City in writing.
18. Without limiting any other provision of the Agreement, the Contractor will implement and maintain an access log documenting all access to personal information, including a list of all persons that access any personal information. The Contractor will provide a copy of the access log to the City upon request.
19. The Contractor will not authorize or assist a Third Party Hosting Provider to access any personal information without the prior written approval of the City.

Retention of Personal Information

20. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the City in writing to dispose of it or deliver it as specified in the direction.

Use of Personal Information

21. Unless the City otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement. For clarity, unless the Agreement otherwise specifies or the City otherwise directs in writing, the Contractor must not anonymize, aggregate or otherwise alter or modify personal information, including by converting personal information into non-personal information, or analyze personal information (whether by manual or automated means) for any purpose, including for the purpose of developing insights, conclusions or other information from personal information.

Metadata

22. Where the Contractor has or generates metadata as a result of services provided to the City, where that metadata is personal information, the Contractor will:
 - (a) not use it or disclose it to any other party except where the Agreement otherwise specifies; and
 - (b) remove or destroy individual identifiers, if practicable.

Disclosure of Personal Information

23. Unless the City otherwise directs in writing, the Contractor may only disclose personal information to any person other than the City if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

24. If in relation to personal information, the Contractor:
- (a) receives a third party request for disclosure;
 - (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a third party request for disclosure; or
 - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a third party request for disclosure, subject to section 25, the Contractor must immediately notify the City.
25. If the Contractor receives a third-party request described in section 24(a) or (b) but is unable to notify the City as required by section 24, the Contractor must instead:
- (a) use its best efforts to direct the party making the third party request for disclosure to the City;
 - (b) provide the City with reasonable assistance to contest the third party request for disclosure; and
 - (c) take reasonable steps to challenge the third party request for disclosure, including by presenting evidence with respect to:
 - (i) the control of personal information by the City as a public body under the Act;
 - (ii) the application of the Act to the Contractor as a service provider to the City;
 - (iii) the conflict between the Act and the third party request for disclosure; and
 - (iv) the potential for the Contractor to be liable for an offence under the Act as a result of complying with the third party request for disclosure.

Notice of Unauthorized Disclosure

26. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information, the Contractor must immediately notify the City.
27. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the City of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Inspection of Personal Information

28. In addition to any other rights of inspection the City may have under the Agreement or under statute, the City may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to its management of personal information or its compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and Directions

29. The Contractor must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Contractor as a service provider, including any regulation made under the Act and the terms of this Schedule; and
 - (b) any direction given by the City under this Schedule.
30. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.
31. The Contractor will provide the City with such information as may be reasonably requested by the City to assist the City in confirming the Contractor's compliance with this Schedule.

Notice of Non-Compliance

32. If for any reason the Contractor does not comply or anticipates that it will be unable to comply in any respect, with any provision in this Schedule, the Contractor must promptly notify the City of the

particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

33. In addition to any other rights of termination which the City may have under the Agreement or otherwise at law, the City may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

34. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
35. Any reference to “Contractor” in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with the requirements of the Act applicable to them.
36. This Schedule will supersede and replace any Privacy Protection Schedule attached to any previous agreement between the City and the Contractor dealing with the same subject matter as the Agreement.
37. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
38. If a provision of the Agreement (including any direction given by the City under this Schedule) conflicts with a requirement of the Act, including any regulation made under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
39. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of the Agreement or the law of any jurisdiction outside Canada.

Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

[END OF PAGE]

SCHEDULE A - SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES

[Note: The specifications of Goods and scope of Services stated in this Schedule A of the RFA/SOA is current as of the date hereof but, may be amended through negotiations between the City of Surrey and the successful Applicant(s)].

The City is requesting Applicants to submit an Application(s) based on providing:

Staff Uniforms, Apparel and Retail Program Supply and Management

PART I GENERAL REQUIREMENTS

1. GOODS AND SERVICES - GENERAL

The City's Parks, Recreation and Culture Department (the "PRC") is seeking a Contractor(s) with experience and capability to supply and deliver commercially available recreation uniforms, apparel and related accessories and implement a retail program of branded merchandise that are typically used by recreation facility staff. (collectively, the "Goods and Services").

PRC is looking for an Applicant(s) whose product offering meets or exceeds current PRC requirements.

A brief description of the Goods and Services would include:

- (a) Standard off-the-shelf Goods.
- (b) Quality branded apparel and optional staff clothing pieces.
 - Ethically-sourced and sustainable materials.
 - Durable, able to withstand active use and frequent washing for a reasonable lifetime.
- (c) Branded and non-branded retail products.
 - Branded: water bottles, towels, bags, etc.
 - Non-branded: goggles, caps, diapers, etc.
- (d) Product warehousing with inventory management.
 - Maintain online product catalogue (see reference below)
 - Warehouse pre-ordered apparel items at vendor premises.
 - Accept electronic orders from each Town Centre.
 - Deliver orders to Designated Locations within the Recreation Surrey locations.
 - Maintain accurate inventory counts.
 - Increment when stock is replenished.
 - Decrement as orders are processed.
 - Increment when products are returned to inventory.
 - Provide pre-defined and ad hoc reporting for, but not limited to, inventory visibility; order status, tracking and history; returns/refunds; and financial reconciliation purposes.
 - Allow PRC staff on site to conduct periodic physical inventory.
- (e) Product recommendations (Test Fitter).
 - Recommend new apparel and optional clothing products.

Contractor(s) is/are expected to be the manufacturer or a fully authorized dealer/distributor for any of the manufacturers it proposes.

The PRC wants apparel that are easily recognized by the public as the uniform of the PRC. Uniforms are furnished for up to 1000 personnel. Uniforms are worn with pride but should be adaptable for all the functions performed in providing varied services to the community. Uniforms should fit well, look professional and be easily cleaned. PRC purchase, for example, t-shirts and cottonwear items for a variety of purposes, including but not limited to, utility and workwear, promotional events, specialty events, etc.

PRC recognizes that any one Contractor may not provide all product lines. No system, products, or services have been excluded from this RFA-SOA. All product, supplies and accessories carried in a Contractor's catalogue(s), price book(s) or otherwise available by special order are part of this solicitation.

There shall be no minimum order quantity based on spend or volume imposed on the City. Payments will be made for the actual quantities ordered and received in accordance with the Agreement. The City may increase or decrease the quantities needed or delete an item or portion of the Goods and/or Services without claim by the Contractor for additional compensation.

2. The Contractor will be a valuable member of the project team, which holds collaboration in high regards. The Contractor will be required to participate in a collaborative process with the City from commencement of the Goods and Services and includes a timing schedule for concept, and supply.

This activity should involve:

- (a) discussions with the City in relation to the new range of Goods and Services for the City;
- (b) determining the suitability of items, including material composition (as subject to final selection); and
- (c) provision of expert advice to the City on the availability of Goods including lead times.

3. CORE GOODS SUPPLY

The following list is for general guidance of what items could be included in the PRC clothing package. Contractors should note that the Goods should include youth, men's and women's sizes, including tall sizes – however, this list may not be exhaustive.

The Goods may range from uniforms, non-staff apparel, specialized outer wear (including various types of jackets), sportswear including T-shirts, sweat suits, baseball caps and non-uniform shorts. Comfort, functionality and safety to support the duties of staff will be key elements of the Goods.

The intent is for each Applicant to submit their complete line of Goods so that City's PRC may order a wide array of Goods, Services and solutions as appropriate to their needs.

Examples of uniform, athletic apparel and accessory products which are included in this RFA-SOA are listed below – however, this list may not be exhaustive.

- (1) Uniforms: Recreation Surrey staff uniform
- (2) Non-Staff Apparel: Volunteer, non-City staff
- (3) Retail Apparel: Branded apparel available for purchase
- (4) Apparel and Staff Attire Matrix: Staff attire kits
- (5) Program Supplies: Supplies that can be purchased to support recreation programs
- (6) Retail: A selection of un-branded and branded retail items for purchase

The City is not limited to the above categories and may, at its sole discretion, add or delete any category from the list based on the City's requirements.

In addition to any examples of athletic apparel the range of Goods and accessories should:

- (a) maintain a professional image;
- (b) are comfortable to wear;
- (c) are durable and easy to maintain;
- (d) are a mix of items sourced from the Contractor's catalogue, including from standard issue, minimum customization, and are fully customized Goods;
- (e) caters to:
 - (i) diverse job functions;
 - (ii) a wide range of body types;
 - (iii) climatic and seasonal requirements; and
 - (iv) staff who have specific medical (e.g., fabric allergies) and cultural requirements.

Note: Contractors are advised that the City's choice of fabrics may change over the course of the Term, depending on the requirements of the City management and staff and to ensure continuous improvement of the range of Goods.

Part II – Technical and Functional Specifications and Requirements

To facilitate the drafting of Applications by Applicants and the resulting evaluation of Applications by the City, the City has identified and described the requirements in more detail in Part II – Technical and Functional Specifications and Requirements to ensure Applicants are aware of, and respond to, each of the Requirements in sufficient detail when describing their proposed solution and their ability to meet or exceed those requirements.

These technical and functional specifications and requirements are based on the City's preferred general performance type specifications pursuant to which the Contractor should be responsible to complete range of Goods and Services.

Applicants are encouraged to display creativity in their responses by including value added options to enhance the Application.

Part II Technical and Functional specifications and requirements are broken down into the following divisions of Goods and Services:

- Summary
- General Manufacturing and Design
- Management Services
- Other Services
- Contract Management
- Range of Goods Review
- Merchandise and On-line Retail Sales

4. **ADDITIONAL INFORMATION**

The following information is meant to provide more clarification regarding certain aspects of the project scope and shall be read in conjunction with the RFA-SOA document.

Sample Catalogue for Reference of the City's current online catalogue. The Applicant should have the ability to provide an online catalogue to purchase Goods online. Electronic storefront should offer hi-resolution images of garments and accessories, etc.

Sample catalogue may be downloaded at the Managed File Transfer Service (MFT) link noted below.

<https://mft.surrey.ca/>

Login ID: surreybid
Password: Welcome
Folder: 1220-060-2022-002

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PART II
TECHNICAL AND FUNCTIONAL SPECIFICATIONS AND REQUIREMENTS

1. SUMMARY

1.1 The following general requirements are meant to provide more clarification regarding certain aspects of the scope that are essential for the successful delivery of the Goods and Services required in the RFA-SOA document. This Part II should not be considered exhaustive in terms of, manufacture and management services or complete in terms of scope.

Points of Consideration:

- (a) the design and supply of a range of garment types at a consistent level of quality specifically for recreation staff;
 - (b) timely delivery of Goods and Services to staff;
 - (c) offer the Goods and Services through an online catalogue;
 - (d) execute all logistics to support fulfillment of orders (e.g., order acknowledgement, order tracking, exchanges, returns, etc.);
 - (e) support the City through various activities including customer service, problem resolution, change management and joint collaboration to process improvement(s);
 - (f) provide for a secure website that includes, but is not limited to, the following features: on-line ordering, order tracking, account management, support, maintenance as well as custom reporting.
 - (g) understand the needs of the PRC and who can make recommend catalogue Goods, or develop customized Goods where required;
 - (h) a proposed production schedule from concept, to supply to meet the City's timelines;
- 1.2 The requirements range from various styles of (for example) shirts, pants, specialized outerwear, sportswear, and accessories. Comfort, style, performance, functionality and durability are key elements of the Goods to support the duties of the PRC staff.
- 1.3 Some standard screen print, is required. Application of these features, design prints, etc., will be provided by the City; therefore, these value-added services shall be stated as an addition to the requirement. Outerwear may require background material and reflective markings, in such case must comply with all WCB Occupational Health and Safety Regulation.
- 1.4 Provide the highest quality, most innovative, and most protective Goods and outerwear available in the market.
- 1.5 Fabrics
- (a) Goods should be made of fabrics that are durable and easy care.
 - (b) Fabrics with eco-labels (or other substantiated environmentally sustainable claims) will be highly regarded.

The Contractor is advised that the City's choice of style and fabrics may change over the course of the Term, depending on the requirements of the City and to ensure continuous improvement of the range of Goods.

1.6 Quality

Goods should be of high quality and manufactured to a high standard, and

- (c) be machine washable, as applicable;
- (d) have detailed care instructions attached to the garment;
- (e) be designed:
 - (i) not to pill, stretch out of shape or be transparent; and
 - (ii) to be colourfast, easy care, including crush resistant and able to be drip dried, with minimal ironing required.

1.7 Quality Assurance

The Contractor shall have in place, implement and maintain strong quality assurance measures supporting the Goods. Particular importance is placed on consistent sizing, durability and easy-care features.

2. GENERAL MANUFACTURING AND DESIGN

2.1 Support Services

The Contractor, as part of the supply of a range of Goods and performance of Services should:

- (a) include suppliers who understand the job requirements and needs of the City and can recommend catalogue items, and can advise on and implement new styles and trends, where required;
- (b) interact with the City on a scheduled or regular basis to make recommendations on Good selection, at no additional cost;
- (c) participate in the planning and selection process with the City and others;
- (d) advise on the supply and manufacturing with the focus on meeting the objectives and obtaining the stated timelines;
- (e) provide high-quality renderings for circulation to the City;
- (f) provide any and all samples (unisex, male and female) of the Goods as and when requested by the City;

- (g) provide Goods suitable for all local environmental conditions; and
- (h) update the Specifications based on City's acceptance and approval of any newly selected Good(s) or fabric/design requirements by the City. Updates shall be completed and provided to the Department Representative within thirty (30) days of the approved design/modification.

2.2 Goods Manufacturing, Supply and Quality Assurance

The Contractor will:

- (a) manufacture and supply Goods in accordance with the specifications/requirements as determined through the consultative sessions;
- (b) Pre-Production Samples: Provide City pre-production samples of Goods and colour samples, as required by the City at no cost until the City is satisfied that the pre-production samples, including colour swatches, represent all of the requirements. The Contractor shall not commence production of Goods until the pre-production samples have received approval in writing;
- (c) provide quality assurance support to the City, as required;
- (d) provide on-going advice and assistance to the City in determining the best products and/or fabrics with respect to quality, comfort and maximum safety protection;
- (e) perform quality testing of garments, fabrics, colour match and/or Goods. Upon City's request, the Contractor should provide the City with a copy of any test data and test reports resulting from pre-production samples testing for City's review;
- (f) ensure that each Good complies with the Specifications;
- (g) ensure that the Goods meet the needs of staff with allergies. Orders will be supported by a Requisition approval to the Contractor. The Contractor shall ensure it has a process in place to facilitate special orders;
- (h) ensure that properly fitting maternity Goods are available;
- (i) ensure that ordering procedures by the on-line website are available for use through the Allocation Program and alternative payment method when personnel Allowance is depleted; and
- (j) replace and provide return shipping for Goods (regardless of the age of the Good as long as it has not been altered, embroidered, cleaned or worn) at no additional cost.

3. MANAGEMENT SERVICES

3.1 Warehousing and Inventory Management Services:

- (a) Ensure that all Good(s) inventory is warehoused in a secure facility with restricted access located in Canada;
- (b) Store and manage all Good(s) that may be in the possession of the Contractor over the term of the Agreement, in a manner that will ensure cleanliness, good appearance and long life-cycles;
- (c) Maintain an appropriate level of inventory to supply the Goods, in all range of sizes, in accordance with order processing deadlines;
- (d) Develop and maintain an inventory tracking system to record placed orders, track inventory, review and report on consumption of inventory items, monitor costs and produce reports on any combination of these activities. This system shall not contain proprietary rights that would prevent the electronic transfer of information to the City or its delegate.

3.2 Order Processing and Distribution Services:

- (a) Goods will be delivered by the Contractor directly to the Delivery Location.
- (b) In support of the order processing and distribution services, the Contractor should:
 - (i) Meet volume of Requisitions having regard to monthly variances, historical volumes and hiring and annual point reallocation periods;
 - (ii) provide, maintain and administer a customized web-based Goods ordering and management system, which provides an electronic interface for ordering clerk to requisition Goods through an on-line catalogue of approved Goods (collectively, the "List"). This system should be available via the Contractor's hosted web site which should be maintained in a secured server located in CANADA, designed to use the latest technology, industry standards and best business practices to maximize effectiveness and efficiency and to ensure secure and encrypted ordering process.
 - (iii) Packing:
 - (1) **Packing Slips** - For each Requisition, provide a packing slip to be included within each package: Order clerk, location each ordered Good catalogue number(s) and quantity of Goods ordered; the ordered item description(s); the size(s) of each ordered Good; the purchase method (points/other); and a blank signature field, printed name field, Contractor name, and date field for the responsible party, as per City to sign upon receipt of the shipped order, and printed name, signature and date field for the employees

to sign at the time of distribution to the employees. For incomplete orders or back-ordered items the packing slip shall clearly identify the item on backorder (or otherwise not shipped).

- (2) **Batch Shipment Packaging** – Ensure that each order within a batch shipment is packaged in a separate package (i.e., cardboard box, or other type of container used to package an order) with the packing slip(s) related to the order within each package. Where practical, the package may contain multiple orders. For initial Requisitions for new hires, Goods should be packaged in a “set” which should consist of for example: one shirt (long or short sleeve) and one pair of pants. Following the initial Requisition(s), orders may have a different supply composition.
 - (3) **Durability** - Ensure the packing methods and shipping boxes used are durable enough to withstand a minimum of two (2) shipments to enable used for return of Goods to the Contractor (when required).
 - (4) **Other Inserts** - with each individual shipment, in addition to the packing slip(s) addressed above should include:
 - (a) Good Return Instructions: A return authorization label, and a return instruction sheet;
 - (b) Washing Instructions: Detailing the water temperature, the type of laundering (i.e., normal, gentle, and permanent press) dry cleaning and the drying and ironing instructions;
- (vi) Replace any Goods that have been lost, stolen, or damaged prior to the receipt at the Delivery Location, at no cost to the City;
- (vii) Ensure that all Goods orders are processed and shipped, and Services rendered in a timely manner; and
- (viii) Use a shipping method which uses a tracking number system and guarantees shipping times.

3.3 Reporting, Invoicing and Data Management Services:

- (a) **Reporting:** The Contractor should provide real time up-to-date reporting, as- and-when required by City via: (i) the web-based ordering and management system; (ii) in softcopy (spreadsheet); and (iii) in hard copy, for any combination of the following information:

- (i) **Orders** – As a minimum, the following information should be captured: order control number, description, of Goods ordered, quantities ordered, date order shipped, quantities shipped, cost of each Good and substitutions made;
- (ii) **Returns and Exchanges** – A summary of all return transactions. At a minimum, the following information should be reported within the return rate statement: return control number, description, quantities returned, date of receipt of return, reason for return, and date replacement items are shipped;
- (iii) **Service Delivery Report** – Summary of all deliveries made indicating the order processing time;
- (iv) **Complaints** – Complaints received by the Contractor are to be recorded and should include: the date and source of the complaint; a description or an order number for which the complaint was received; detailed summary of the complaint; and resolution method and time taken to address the complaint. A summary of complaints including corrective measures should be submitted to the City as requested. The complaint form shall be available for electronic submission through the web-based ordering and management system with a tracking number to facilitate the resolution process;
- (v) **Production Status** – As requested by the City, the Contractor should report on the production status of all Goods and identify any issues, problems, or successes with the production of the Goods;
- (vi) **Cumulative Sales** – The Contractor should provide the City with a report containing a breakdown of cumulative total sales monthly, quarterly, and/or annually at the City's request. The report should detail the total quantity of sales by Good, size and cost of Goods sold; and
- (vii) **Inventory Levels** – Provide as requested spreadsheets showing Contractor's current inventory levels by Good and size.

3.4 Return Services

The Contractor should develop and implement a formal returns process. The City may return Good(s) to the Contractor, at the Contractor's sole expense, for reasons of unsatisfactory quality, poor workmanship, incorrect Good(s), or for any other reason or defect that renders the Good(s) unsuitable for its intended use by the City, as determined in the sole discretion of the City.

To facilitate this procedure, the Contractor should:

- (a) Include with each order shipped a returns service label which includes a delivery tracking number, and a returns instruction sheet.

- (b) The returns instruction sheet should be developed by the Contractor to facilitate the return process and should allow for ordering clerk to clearly select one [or more] of the following reasons for returning the Good(s):
 - (1) Improper size delivered;
 - (2) Incorrect Good delivered;
 - (3) Defective Good delivered;
 - (4) Good delivered as ordered but inappropriate fit or otherwise unsuitable; and
 - (5) Additional Good(s) not ordered delivered;
- (c) The Contractor should replace Good(s) returned as required at no additional cost to the City (including any shipping charges). The Contractor shall retain all records of returned Good(s) for the duration of the Term. The process implemented by Contractor should ensure accurate documentation of the time and date on which the returned Good(s) were received by the Contractor;
- (d) Return Service Labels: Contractor should ensure, at no additional cost to City that all returns from City are sent using a shipping method which includes a tracking number. To fulfill this requirement, Contractor may choose to include a pre-paid return service labels (which include a tracking number) with each shipment. The Contractor may choose an alternative method to the above suggested option to fulfill this requirement;
- (e) Damaged on the Job: The Contractor is not responsible for replacement of Goods damaged by staff in performance of their work, unless such damage is as a result of quality issues, non-compliance with the Specifications, causes covered by warranties or any other Contractor responsibility.

3.5 Customer Support Services

- (a) The Contractor should establish and implement a method to facilitate an inquiry to the Contractor from the City. Such a process should include (i) online/web-based support, (ii) telephone-based support, email-based support; and (iii) fax-based support, and should provide the City with a clear understanding of how the inquiry and questions will be dealt with and responded to, and the timeframes associated with the Contractor's response and resolution; and
- (b) Online Catalogue and Purchasing Portal

The City is seeking a web-based ordering system solution with a diverse catalogue that can significantly improve the purchasing experience and assist authorized users with navigating the purchasing process on their own. The ability to submit purchase requests online with workflow incorporated is also preferred.

Recreation Services has a secure on-line catalogue accessible through our website that will be customized for the City. The online portal has a dedicated web design team responsible for all data entry into the portal to ensure changes occur

within 24 hours. These changes include product adjustment, new officer/employee additions and changes to locations and contact info.

(c) The Online Ordering System:

- (1) The City's Secure Portal is accessed through a secure online webpage;
- (2) Each employee will have an individual login and user account;
- (3) Each individual account shows products available to purchase, location, order history, current orders and tracking information; and
- (4) Products pages include high resolution pictures, descriptions, sizing information, garment care, costing and estimated shipment date.

(d) Telephone-Based Customer Support Services:

For telephone-based support, the Contractor shall provide a toll-free number which is manned normal business hours [to be determined] and after normal business hours records telephone messages, which are responded to in a timely manner.

4. OTHER SERVICES

4.1 Measurements and Fit:

- (a) General. For the initial Requisition, the City will provide sizing and quantity information to the Contractor in accordance with jointly established timelines (where available). However, because some staff will be hired after the initial purchase (clothing production) timelines, the City may provide estimates based upon data provided by other public agencies. In addition, the City will solicit input and draw on the expertise of the Contractor in determining required sizing over-runs and ensuring the sizing provided reasonably reflects to the potential composition of the City (unisex, male and female). The ability of the Contractor to provide identical samples of the Goods being ordered ahead of time will facilitate more accurate orders and prevent any last-minute changes and/or exchanges.

4.2 Standard and Special Sizes/Custom Orders: All Goods shall be available in male and female patterns, and shall be available in the sizes, length and widths.

- (a) It is the intention of the City to contract for the purchase of a manufacturer's stock garments provided in standard sizes to the extent possible. The definition of a stock size for a purchase will be those sizes that are catalogued and priced by the manufacturer as readily available with delivery from stock.
- (b) The Contractor should be able to offer a mix of sizing to accommodate all staff. This includes men's and women's sizes, as well as tall sizes. For information purposes only, estimated sizing needs may range as women's XS – 3XL and men's XS-4XL.

- (c) If certain Goods are not available in the larger or smaller sizes, alternatives should be suggested by the Contractor. As all required sizing will not be known at the time of the initial Requisition, it is required that a standard sizing chart is available in electronic format for each Good in the standard apparel package.
- (d) Delivery of Goods for newly hired staff should be made within a fourteen (14) day period. If Goods are not delivered with the time stated, the City reserves the right to cancel the order and purchase the Goods from another source.

4.3 Emblems and Embroidery: The Contractor should, itself or through a subcontractor, have City provided emblems, and/or logos attached to each identified Good prior to shipment and delivery to the Delivery Location. The City will provide the emblems and/or logos in an electronic format to the Contractor, along with written specifications about where the emblems and/or logos are to be placed. The Contractor will apply all emblems and/or logos in accordance with the City's instruction and requirements. All emblems and logos are the property of the City and are deemed confidential information of the City. The Contractor shall not provide any pictures, detailed specifications or goods with the City's emblems or logos to anyone other than the City. Any violations of this provision shall be deemed a material default of this Agreement.

Crests on Returned and Rejected Goods

Any City provided emblems, and/or logos sent to the Contractor for attachment to Goods shall be stored by the Contractor in a secure and locked location and may not be used without the express consent of the City.

Any Good that is returned by the City shall promptly have all emblems and/or logos removed and destroyed by the Contractor. Upon request by the City, the Contractor shall certify that the emblems and/or logos have been removed from the returned Good(s) and destroyed. If the emblems and/or logos cannot be removed from the returned Good(s), the Contractor shall, at its own expense destroy the Good(s), including all patches, crests, emblems, and/or logos.

Any good that is incorrectly screen-printed/embroidered, meaning that the screen print/embroidery has been applied to the garment in the wrong size, or wrong location etc. the cost for replacement should be charged back to the Contractor. If a wrong item is sent to a facility all shipping costs are to be charged back to the Contractor and the correct size/item shipped back to the facility.

5. CONTRACT MANAGEMENT

The City and the Contractor shall establish regular quarterly meetings and should meet as often as deemed necessary, to evaluate contract performance and operations for the purpose of maintaining high quality standards for Goods and Services. Such meetings shall stipulate necessary action steps to be taken by the Contractor and/or the City in order to meet and improve contract efficiencies and standards.

6. RANGE OF GOODS REVIEW

The City will conduct annual Good range reviews, at a mutually agreed date and time. Goods range reviews are intended to examine and review performance of the Goods and compliance with the Specifications over the previous year and are a key means of consulting regularly with the City management and staff to ensure continuous improvement of the range.

When conducting the Good range review, the following will be considered:

- (a) slow moving stock;
- (b) catalogue items discontinued by the Contractor or to be discontinued by the City;
- (c) inventory levels and calculation of required inventory to be held by the Contractor;
- (d) feedback from staff; and
- (e) new styles and/or materials to refresh the range of Goods.

The Contractor will be required to assist in the refinement of the agreed range of Goods with the goal of minimizing inventory and slow movers by jointly undertaking monthly reviews with the City.

The Contractor will be required to provide:

- (a) a yearly detailed Gantt chart for the range of Goods with a particular focus on the range of Goods review, new design and/or material proposals and management/staff consultation processes;
- (b) regular updating to the range of Goods as required; and
- (c) a feedback mechanism to consult regularly with the City management and staff to ensure continuous improvement of the range of Goods.

7. MERCHANDISE AND ONLINE RETAIL SALES

The City will work with the Contractor(s) to develop a small number of good quality additional merchandise items (apparel and accessories) which will be made available for sale to the general public at various City recreation facilities. Establish a stronger retail presence by providing significant product mix, inventory levels along with general product of interest to the local community and the many visitors that enter our recreation facilities.

Objectives:

- (a) To improve our retail presence by providing an interesting and affordable mix of inventory that our visitors are clearly looking for;

- (b) Maintain a reasonable level of City of Surrey branded products such as T-shirts, hats, sweatshirts etc.; and
- (c) Maintain a level of inventory; clearly something that our visitors are looking for.

A list of proposed retail items to be held for sale at various City recreation facilities should be included in your Application. All items are subject to approval by the City.

[END OF PAGE]



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

Request For Standing Offer Title: Staff Uniforms, Apparel and Retail Program Supply and Management Services.

Request For Standing Offer No.: 1220-060-2022-002

APPLICANT

Legal Name: _____

Contact Person and Title: _____

Business Address: _____

Business Telephone: _____

Business Fax: _____

Business E-Mail Address: _____

CITY OF SURREY

City Representative: Sunny Kaila, Manager, Procurement Services

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

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

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

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

4. **Application Price(s):** The Applicant offers to supply to the City of Surrey the Goods and Services for the prices plus applicable taxes as follows:

Schedule B-1 Financial Workbook (Example) may be viewed and/or obtained at the City’s Managed File Transfer Service (MFT) link below

In the URL, or address field at the top, enter the following address: <https://mft.surrey.ca/> and hit “enter”.

Enter “surreybid” as the Username, “Welcome” as the password and then click “Login”

<https://mft.surrey.ca/>

Login ID: surreybid
Password: Welcome
Folder: 1220-060-2022-002

Printing will be the sole responsibility of the Applicant.

Application prices include and covers all duties, taxes, handling and transportation charges, and all other charges incidental to and forming a part of this Application. The Applicant shall be responsible for customs clearance costs and payment of any duties and/or taxes owing at time of importation into Canada, as applicable.

5. Describe any quantity or volume discounts or rebate programs that you offer.

Experience, Reputation and Resources

- 6. Applicant’s relevant experience and qualifications in delivering Goods and Services similar to those required by the RFA-SOA.

- 7. Provide a summary as to why your company would be well sited for this project.

- 8. References: Applicant’s past performance information should address corporate past performance in performing projects similar in size and scope of this requirement. The Applicant’s relevant past performance will be reviewed to assess the extent of its ability to perform a contract successfully (quality of service, timeliness of delivery, business relations, customer satisfaction, key personnel and staffing (including subcontractors). Preference is for a minimum of three (3) reference

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

Key Personnel

Name: _____
Experience: _____
Dates: _____
Project Name: _____
Responsibility: _____

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

Description of Goods and Services	Sub-Contractors Name	Years Working of Applicant with	Telephone Number and Email

11. I/We have reviewed the Standing Offer Agreement. If requested by the City, I/we would be prepared to enter into an agreement that incorporates the Standing Offer Agreement, amended by the following departures (list, if any):

Section Requested Departure / Alternative(s)

12. The City of Surrey requires that the successful Applicant have the following in place before performing the Services:

- (a) Workers' Compensation Board coverage in good standing and further, if an "Owner Operator" is involved, personal operator protection (P.O.P.) will be provided, Workers' Compensation Registration Number _____;
- (b) Prime Contractor qualified coordinator is Name: _____ and Contact Number: _____;
- (c) Insurance coverage for the amounts required in the proposed Agreement as a minimum, naming the City as additional insured and generally in compliance with the City's sample insurance certificate form available on the City's Website at www.surrey.ca search [Contractors Certificate of Insurance](#);
- (d) City of Surrey or Intermunicipal Business License: Number _____;
- (e) If the Applicant's Goods and Services are subject to GST, the Contractor's GST Number is _____; and
- (f) If the Applicant is a company, the company name indicated above is registered with the Registrar of Companies in the Province of British Columbia, Canada, Incorporation Number _____.

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

Section Requested Departure / Alternative(s)

13. The Applicant acknowledges that the departures it has requested in Sections 11 and 12 of this Application will not form part of the Agreement unless and until the City agrees to them

in writing by initialling or otherwise specifically consenting in writing to be bound by any of them.

PART II – TECHNICAL AND FUNCTIONAL SPECIFICATIONS AND REQUIREMENTS

Applicants Proposed Solution

14. Applicant should provide a brief narrative that illustrates an understanding of the City's requirements and Services and describing the proposed solution.

15. Applicant's should provide a brief narrative that demonstrates the Applicant's ability to provide the Goods and Services and;

- (i) work collaboratively with multiple stakeholders for this type of project within a municipal department environment; and
- (ii) capability/capacity to meet the requirements, as relevant.

16. **Core Goods.** Please complete City's embedded Schedule B-2 – Proposed Apparel and Accessory Worksheet.

Schedule B-2 – Proposed Apparel and Accessory Worksheet may be viewed and/or downloaded from the City's Managed File Transfer Service (MFT) link below:

In the URL, or address field at the top, enter the following address: <https://mft.surrey.ca/> and hit "enter".

Enter "surreybid" as the Username, "Welcome" as the password and then click "Login"

<https://mft.surrey.ca/>

Login ID: surreybid

Password: Welcome

Folder: 1220-060-2022-002

Printing will be the sole responsibility of the Applicant.

Each Application should be accompanied by a set of "Applicant's Specifications" consisting of a reasonably detailed description of the Good(s) proposed and to which Good(s) should conform. The specifications should indicate size, type, model and manufacturer's name, etc.

17. **Quality Assurance and Quality Control** - Submit a copy of your firm's Quality

Assurance and Quality Control procedures and details;

18. **Project Management Plan.** Applicant should briefly outline their processes and procedures in the areas of: **(1)** addressing the orderly purchase of Goods, materials, supplies, equipment, and records/data to ensure effective implementation of delivery orders, as well as responsibilities inherent at contract end; **(2)** accepting employee account data for Web-Based System (WBS); **(3)** timeframes for when Goods would be available on the WBS after receipt of an order; **(4)** timeframe to implement all component delivery orders; and **(5)** managing Phase-In and Phase-Out.

19. **Customer Satisfaction/Support Services Plan.** Applicant s should identify what customer service support is available: this includes, but is not limited to after hours call centre, emergency contact, toll-free support, ability to work with the City to improve ordering processes, provide customized reports as well as notification to changes to goods, packaging changes, unit of measure changes, and discontinuation of goods with ample notice.

20. **Distribution Capability.** Applicants should provide information on how they will meet the requirements for inventory control management, warehousing and tracking of all Goods inventories either manufactured or sources to ensure secure storage and timely deliveries of all Good (uniforms) items in accordance with current commercial standards and this performance work statement preferred requirements. The Applicant is expected to manage levels of inventory to meet the City's requirements. All Goods should be shipped to an approved delivery location only. No Goods, including exchanges, shall be shipped to personal addresses, home addresses, or post office box numbers. All shipment should have a signature for receipt. Goods should be shipped in a plain box, and the contents should not be disclosed on the outside of the box. All shipments should be trackable and available online to check the status with an email upon shipment. Each box should include a packing slip with order number, shipping recipient, address, ship date and itemized list of contents included in the shipment.

21. **On-line Ordering and Account Management.** Applicants should have the ability to create and maintain a secure on-line catalogue accessible through the Applicant's website and customized for the City. Applicants should explain the online ordering

system, the ability to track delivery timeframes, backorder information, order history and how items are displayed including high resolution pictures, descriptions, sizing information, garment care, price and estimated shipment date. Applicants should provide example screen shots as to the proposed set-up for the on-line catalogue. Information provided should show how the proposed application provides data which demonstrates past experience managing this type of data in a database.

22. **Order Processing.** Ability to fulfil Orders and meet delivery dates are critical success factors in the City performance with suppliers. Applicants should provide a brief description of their process for ordering beginning with the initial contact by the City to final delivery of the Goods to City location(s). The description should include all phases of order process from initial contact, site visit, selection, screen printing or embroidery installation, lead time, and delivery of the final Goods.
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23. **Warranty. (1)** Applicant should briefly describe the warranty that could be offered to the City (including manufacturer’s warranty): e.g., warranty coverage, warranty term, extended warranty options (if any), replacement, and anything else related to warranty. **(2)** Describe your replacement process, including an expedited timeline for collection of returning Goods and delivery of replacement Goods, in the event that any Goods are found damaged or otherwise not in conformity with specifications/requirements.
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24. **Preliminary Supply and Delivery Schedule.** Applicants should provide for the Goods and Services a preliminary supply and delivery schedule, with committed timelines for the supply and delivery of each Good with a delivery date at the Delivery Location. It is preferred that the preliminary Production Schedule be prepared in the form of a Gantt Chart or similar format.
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25. **Industry Specific Questions:**

(a) Describe any unique advantages that your offering provides in terms of customization, and/or sizing:

(b) Describe any unique advantages that your offering provides it terms of laundering, cleaning, mending and/or repair services:

(c) provide information on what fabric and fabric blends can be offered:

(d) include innovative ways of delivering the specifications and requirements that may benefit the City:

(e) describe your unique product attributes and advances, including specific examples related to product longevity or wear resistance:

(f) outline proposed approach to optimization of stock levels:

(g) outline proposed delivery arrangements, including urgent requests:

26. **Points of Discussion:**

(a) What do you see as biggest challenges and risks based on the Specifications/requirements?

(b) How would you mitigate these risks?

(c) What level of interaction (consultation, support & resourcing) would you need from the City?

(d) What are your thoughts and approach to execution?

(e) What design considerations would you recommend for ease of ongoing support (i.e., potentially a high volume of Goods for a large team)?

(f) How would you accelerate the Time Schedule?

(g) Applicant should propose a method of facilitating “sourced” products or related services, which may be of interest to the City, which may be referred to as “open market” items or non-standard options. For example, you may supply such items “at cost” or at “cost plus a percentage,” or you may supply and quote for each such product or service.

(h) Applicant should describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. (Note: You may upload representative samples of your warranty materials (if applicable) in addition to your response below):

(i) Applicant should describe your proposed exchange and return programs and policies.

27. **Value-Added Attributes**

(a) Describe any technological advances that your proposed products or services offer.

(b) Describe any “green” initiatives that related to your company or to your products or services and include a list of the certifying agency for each.

(c) What unique attributes does your company, your products, or your services offer to the City? What makes your proposed solution(s) unique in your industry as it applies to the City?

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

This Application is offered by the Applicant this ____ day of _____, 2022.

APPLICANT

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

(Legal Name of Applicant)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)