



# SURREY POLICE SERVICE

## REQUEST FOR PROPOSALS

**Reference Number:** 1220-031-2022-003  
**Title:** Supply of Branded Promotional Merchandise  
**Issue Date:** March 28<sup>th</sup>, 2022

SUBMISSION INSTRUCTIONS	
<b>Email only</b>	Submit your proposal in pdf format (unless otherwise set out in the Form of Proposal) to the following email address (the “Closing Place”) by the Closing Time: <p style="text-align: center;"><b><u><a href="mailto:purchasing@surrey.ca">purchasing@surrey.ca</a></u></b></p> Emails should state the Reference Number and Proponent name in the subject line. Proposals (other than samples) submitted in any other manner <b><u>will not be accepted.</u></b>
<b>Confirmation of Receipt</b>	Promptly contact the procurement at the Address for Inquiries below if you do not receive a receipt confirmation email after submitting a proposal.
<b>File Size Restrictions</b>	The maximum file size limit per email is 10MB. You should partition and number large emails and identify the number of transmissions.
<b>Samples</b>	As part of your proposal, deliver branded samples (any branding/logo design) of your proposed Goods/Work (one of each of the following): <ul style="list-style-type: none"><li>• screen-pressed t-shirt</li><li>• embroidered hoodie</li><li>• giveaway pen</li><li>• mid/high quality pen</li><li>• stainless steel water bottle</li><li>• lanyard</li><li>• reusable tote bag</li><li>• etched glassware</li></ul> to demonstrate the quality of your products for evaluation to the following address by mail or courier: <p style="text-align: center;">Procurement Services Manager Reception Counter, 5<sup>th</sup> Floor West Surrey City Hall, 13450 – 104 Avenue, Surrey, British Columbia, Canada V3T 1V8</p>
KEY DATES	
<b>Closing Time:</b>	<b>3:00:00 pm, Pacific time on April 20<sup>th</sup>, 2022</b>
ADDENDA AVAILABILITY	
<b>Method of Delivery:</b>	Addenda will be posted to: <a href="http://www.bcbid.gov.bc.ca">www.bcbid.gov.bc.ca</a> and <a href="http://www.surrey.ca">www.surrey.ca</a> . If SPS delivered this RFP directly to Proponents, SPS may deliver addenda directly to those Proponents.
INQUIRIES	
All inquiries should be submitted to: <a href="mailto:purchasing@surrey.ca">purchasing@surrey.ca</a> (the “Address for Inquiries”) no later than the 4 business days prior to the Closing Time, quoting the Reference Number above. <b>No telephone inquiries, please.</b>	

This Request for Proposals is comprised of the following parts:

COVER PAGE

PART 1 INSTRUCTIONS TO PROPONENTS

PART 2 SCOPE OF WORK / SPECIFICATIONS

PART 3 CONTRACT TERMS

PART 4 FORM OF PROPOSAL

Cover letter

Attachment 1 – Proponent Profile and Qualifications

Attachment 2 – Workplan

Attachment 3 - Financial Proposal

## PART 1 – INSTRUCTIONS TO PROPONENTS

### SECTION A - GENERAL

#### **1.0 PURPOSE AND SCOPE**

- 1.1 Through this Request for Proposals (“RFP”), Surrey Police Service (“SPS”) is seeking proposals from proponents (each, a “Proponent”) for the supply of the goods and/or the performance of the services as more particularly described in Part 2 (*Scope of Work/Specifications*) (the “Work” or “Services”). That schedule, with such modifications as may be agreed between SPS and the successful Proponent(s), will be incorporated into the contract between SPS and the successful Proponent(s).
- 1.2 This RFP is issued for and on behalf of SPS. Any right, discretion or authority of SPS is exercisable by SPS, City of Surrey and/or the Surrey Police Board, and any right or benefit conferred on SPS extends to each and all of them.

#### **2.0 INFORMATION SESSION**

- 2.1 If reference to an information session is included in the Key Dates section on the cover page, SPS will conduct an information session on the date(s) identified to provide Proponents an opportunity to pose questions. If no reference to information sessions is included on the cover page, SPS reserves the right to conduct information sessions at a later date and will provide notice by addenda. Proponents are encouraged to attend information sessions. Proponents must comply with meeting location requirements as directed by SPS, including as to safety protocols and site access restrictions. If the information session is identified as mandatory on the cover page, Proponents who fail to attend will be deemed non-compliant and ineligible to submit a Proposal. Following the information session, SPS, if it deems necessary, will issue an addendum to this RFP.

#### **3.0 INQUIRIES AND ADDENDA**

- 3.1 Proponents finding discrepancies or omissions in the RFP documentation, having doubts as to the meaning or intent of any provision, or having any questions should promptly notify SPS and submit inquiries in accordance with the instructions on the cover page. Responses to inquiries may be distributed to all Proponents at SPS’s discretion.
- 3.2 SPS may, at its sole discretion, issue addenda to this RFP using the delivery method set out on the cover page. All addenda form part of this RFP. Proponents should ensure they have obtained all addenda prior to submitting a proposal.
- 3.3 No communications from any person, whether written or oral, will affect or modify the terms of this RFP, unless contained in this RFP or any addenda issued.

#### **4.0 LOBBYING AND INDIRECT COMMUNICATION**

- 4.1 Proponents shall not attempt to communicate, directly or indirectly, with any employee, contractor, officer, director or representative of SPS, Surrey Police Board or City of Surrey about this RFP other than as expressly permitted in this RFP. Proponents shall not discuss this RFP or the RFP process at any Surrey Police Board meeting, City council meeting or with the media at any time prior to contract award. Any such communications will constitute sufficient grounds for disqualification.
- 4.2 Proponents are advised the Surrey Police Board’s and SPS’s conflict of interest policies impose restrictions on board members, employees, officers and directors with respect to accepting gifts or receiving any personal benefit other than what they are entitled to as employees, officers, directors or board members.

### SECTION B - PROPOSAL SUBMISSION

#### **5.0 SUBMISSION INSTRUCTIONS**

- 5.1 Proponents should comply with the Submission Instructions on the cover page of this RFP.
- 5.2 A Proponent submits a proposal at its sole risk.
- 5.3 A Proponent bears all risk the receiving equipment functions properly so SPS receives the entire proposal. SPS assumes no responsibility for adequacy of electronic transmissions, or loss of or failure to receive documents, for any reason, including server delays, redirection to spam/junk folders or server. Proposals that cannot be opened or viewed by SPS will be rejected.

#### **6.0 CLOSING TIME**

- 6.1 Proposals, signed by the authorized signatory(ies) of the Proponent, must be delivered to the Closing Place no later than the date and time shown on the cover page (the “Closing Time”). All pages of the Proposal must be received by the Closing Time. **Late proposals will not be accepted.**
- 6.2 Proposals submitted prior to the Closing Time may be withdrawn or amended at any time before the Closing Time by written notice signed by the Proponent in the same manner and form as the Proposal, and be delivered to the Closing Place.

### SECTION C – CONTENTS OF PROPOSAL

#### **7.0 FORM AND CONTENTS OF PROPOSAL**

- 7.1 To facilitate evaluation of proposals, Proponents should use the Form of Proposal set out in Part 4.
- 7.2 Proposals should be submitted in English and should not include web-links or hyperlinks. Any non-English portions

and web links or hyperlinks might not be reviewed or considered.

- 7.3 All requirements utilizing the words “shall” or “must” are mandatory and proposals must substantially comply or fulfill such requirements. All requirements utilizing the words “should” are not mandatory but strongly preferred.

#### **8.0 ACCEPTANCE OF TERMS**

- 8.1 The terms and conditions of this RFP (including the contract terms set out in Part 3 (*Contract Terms*)) are deemed to be accepted by the Proponent and incorporated into its proposal, except to the extent expressly excluded, supplemented or replaced in its proposal. The substantial or wholesale replacement of Part 3 (*Contract Terms*) is discouraged and any proposal proposing such a replacement may be subject to rejection.
- 8.2 SPS may accept any proposal submitted, with or without regard to modifications proposed.
- 8.3 By submitting a proposal, a Proponent:
- (a) acknowledges receipt of all addenda issued;
  - (b) represents having the experience, qualifications and resources to meet the requirements of this RFP;
  - (c) authorizes SPS to conduct investigations, searches and enquiries to verify information, whether contained in a proposal or not;
  - (d) represents and warrants its proposal was prepared without fraud or collusion and submitted without consultation, comparison or agreement with any other Proponent, and no key personnel named or any individual on its management team is an officer or director of another Proponent;
  - (e) covenants and agrees it has complied with all applicable laws, including privacy legislation relating to the collection, use, distribution and disclosure of personal information.
  - (f) agrees to negotiate in good faith with the intention to enter into a contract with SPS, substantially in the form set out in Part 3 (*Contract Terms*), and not take any position in negotiations less favourable than the position set out in its proposal; and
  - (g) acknowledges SPS’s rights under this RFP, agrees it has no claim against SPS, and hereby waives any right of action against SPS, for failure to accept its proposal and for any damages or costs of any nature arising out of SPS’s use of its discretion under this RFP; and
  - (h) waives, and will indemnify and hold harmless SPS, Surrey Police Board and City of Surrey, and their respective representatives, agents, consultants, contractors and employees against any claims which arise out of or are related to this RFP.

## **SECTION D – EVALUATION AND SELECTION**

### **9.0 EVALUATION**

- 9.1 Proposals will be opened privately.
- 9.2 SPS will not be required to keep any parts of the proposal separate or undisclosed while carrying out the evaluation.
- 9.3 Proponents will be considered based on the information presented in their proposal, information contained in any prior submissions by the Proponent during any requests for expressions of interest or qualifications with respect to the Work, and on any information obtained by, or on behalf of, SPS during the RFP process, which may include past dealings with SPS, the City of Surrey or the Surrey Police Board.
- 9.4 When evaluating proposals, SPS will consider the Proponent’s experience, reputation and resources, the suitability of the proposed solution in relation to the requirements, the financial impacts, and contract term departures. SPS may further consider any criteria SPS identifies as relevant during the evaluation process. Evaluation criteria may be applied on a comparative basis by comparing one Proponent's proposal to another Proponent's proposal. All criteria considered will be applied evenly and fairly to all proposals.

### **10.0 SHORTLIST**

- 10.1 SPS may, in its discretion, establish one or more shortlists of Proponents for further consideration.

### **11.0 CLARIFICATIONS, PRESENTATIONS AND INTERVIEWS**

- 11.1 Whether or not SPS elects to establish a shortlist, SPS may, in its discretion:
- (a) conduct interviews and discussions with one or more of the Proponents and terminate such interviews or discussions for any reason;
  - (b) seek further information or clarifications from one or more Proponents;
  - (c) require any Proponent to provide samples or conduct demonstrations of its proposed Work, deliver presentations of its proposal, and/or participate in question/answer sessions with respect to its proposal, at such times and locations to be scheduled by SPS;
  - (d) attend at any facilities from which the Services would be performed to conduct site visits, at such times to be scheduled by SPS;
  - (e) give any Proponent an opportunity to correct its proposal or to cure, regardless of severity, any non-conformity, non-compliance, irregularity or error;
  - (f) not disclose to any Proponent what information or clarifications were sought from other Proponents;
  - (g) seek different information or clarifications from different Proponents.

11.2 SPS shall not be under any obligation to interview, enter into discussions or negotiations with, or solicit or receive further information or clarifications from, any Proponent.

#### **12.0 RIGHT TO VERIFY AND INVESTIGATE**

12.1 SPS may, in its discretion, verify information regarding a Proponent, whether contained in its proposal or not, and to conduct any background investigations, searches and enquiries SPS considers necessary.

#### **13.0 NEGOTIATION**

13.1 SPS may, in its discretion, engage in discussions and negotiations with one or more Proponents, and conduct such discussions or negotiations serially or concurrently in respect of any of the terms and conditions of the RFP, including but not limited to the purpose of:

- (a) exploring ways to alter, refine or improve the opportunity or the ultimate arrangement or contract;
- (b) attempting to better compare proposals;
- (c) achieving optimal overall results as judged and perceived by SPS; and
- (d) negotiating and finalizing contract(s) based on such discussions and negotiations.

13.2 SPS will not be obligated to offer any modified terms and conditions offered to, or discussed with, one Proponent to any other Proponent.

13.3 SPS is entitled to utilize the information or clarifications received or the modified terms and conditions resulting from any discussions or negotiations in selecting the successful Proponent and in awarding any contract resulting from this RFP.

13.4 SPS may, in its discretion, terminate negotiations at any time.

#### **14.0 FINANCIAL STABILITY**

14.1 Before award of contract, the Proponent may be required to furnish evidence satisfactory to SPS, in its discretion, of the necessary facilities, ability and financial resources to fulfill the conditions of the contract.

#### **15.0 CONTRACT**

15.1 If, upon selection, a Proponent fails to promptly deliver the executed contract, and any required deliverables, to SPS, SPS may, in its discretion, rescind its award of contract, hold such Proponent liable for damages suffered by SPS, and negotiate and contract with another Proponent.

### **SECTION E – ADDITIONAL TERMS AND CONDITIONS**

#### **16.0 EXERCISE OF DISCRETION AND RESERVATION OF RIGHTS**

16.1 SPS's sole obligation is to give consideration to each proposal in accordance with this RFP. Despite any other provision of this RFP, and customs or trade practices to the contrary, SPS has sole and absolute discretion in

considering and evaluating proposals, judging the acceptability of proposals, and awarding or not awarding any contract(s). SPS has the right to accept, reject or negotiate changes to proposals for any reason and may negotiate and enter into one or more contracts with one or more parties (whether or not they have submitted a proposal) as SPS, in its sole discretion, deems most advantageous to SPS. SPS is not obliged to provide reasons to any Proponent with respect to any use of SPS's discretion.

16.2 SPS reserves the right, in its discretion, to:

- (a) accept or reject any or all proposals,
- (b) accept or reject any part of any proposal,
- (c) accept a proposal which is not the lowest cost proposal;
- (d) accept a proposal that deviates from the requirements, scope/specifications or conditions specified in this RFP;
- (e) accept unsolicited proposals;
- (f) reject a proposal even if it is the only proposal received in response to this RFP;
- (g) reject a proposal if the Proponent, or any officer or director of the Proponent, is or has been engaged (directly or indirectly) in a legal action against SPS, the Surrey Police Board or the City of Surrey in relation to any other contract or matter;
- (h) award all or part of the Work; and
- (i) split the scope/specifications between one or more Proponents.

16.3 SPS further reserves the right, in its discretion, to accept or reject all or part of any proposal which:

- (a) is incomplete, obscure, irregular or unrealistic;
- (b) contains unauthorized erasures or corrections;
- (c) contains terms, conditions or provisions unacceptable to SPS;
- (d) is a conditional or qualified offer which is unacceptable to SPS;
- (e) fails to comply with or omits any required or mandatory information; or
- (f) is materially non-compliant with the requirements of this RFP.

16.4 SPS further reserves the right, in its discretion, to:

- (a) amend or clarify any terms or conditions of this RFP and issue addenda;
- (b) cancel, suspend or postpone this RFP process at any time;
- (c) not proceed with award of contract;
- (d) award all or part of the contract to any one or more Proponents or to whomever SPS deems appropriate, including persons who have not responded to this RFP; or
- (e) re-issue the RFP.

16.5 SPS may, in its discretion, elicit offers from other parties (whether or not such parties have responded to this RFP)

or engage in another procurement process, including re-issuing a substantially similar RFP or negotiating a contract for the whole or any part of the work with any party, including but not limited to one or more of the Proponents, if:

- (a) only one proposal is received;
- (b) a suitable Proponent has not been selected; or
- (c) a contract has not been agreed to within a reasonable period of time as determined by SPS in its sole discretion.

#### **17.0 WAIVER OF CLAIMS**

17.1 SPS shall not, under any circumstances, owe a duty of care or duty of fairness, either by contract or at law, to any Proponent or be responsible for any costs incurred by any Proponent in the preparation of its proposal or for any damages whatsoever arising out of or related to this RFP including arising from rejection of any or all proposals or cancellation or reissuance of this RFP. No Proponent shall have any claim for compensation of any kind whatsoever (including, without limitation, the cost of preparing and submitting a proposal, any anticipated profits, or contributions to overhead) against SPS, the Surrey Police Board or the City of Surrey with respect to this RFP.

#### **18.0 NO RELIANCE**

18.1 SPS makes no representation or warranty, express or implied, as to the accuracy or completeness of any information contained or referred to in this RFP. A Proponent is required to exercise due diligence and undertake whatever investigations and analysis it deems necessary before submitting a proposal.

#### **19.0 OWNERSHIP**

19.1 All proposals submitted become the property of SPS. All writings, programs, plans, drawing and specifications prepared by or on behalf of a Proponent (other than those identified in the proposal as being subject to registered patent or registered trademark protection) may be used by SPS for any purpose.

19.2 Proponents may designate portions of its proposal that are proprietary in nature and SPS agrees not to disclose those portions except as required by the evaluation process or as otherwise required by law.

#### **20.0 COSTS AND EXPENSES**

20.1 Proponents are solely responsible for their own costs and expenses in connection with this RFP. No Proponent shall

have any claim for any compensation of any kind whatsoever as a result of participating in this RFQ.

#### **21.0 DEBRIEFS**

21.1 At the conclusion of the RFP process, the Proponent may request a debrief but SPS is under no obligation to provide any. If SPS agrees to a debrief:

- (a) SPS may, in its discretion, require the debrief to occur on terms and conditions specified by SPS;
- (b) any information provided by SPS during the debrief is provided on a "without prejudice" basis, cannot be relied on by the Proponent for any purpose, and may not represent SPS's official position with respect to any matter.

#### **22.0 GOVERNING LAW**

22.1 This RFP will be governed by and construed in accordance with the laws of British Columbia and within the sole jurisdiction of the courts of British Columbia.

#### **23.0 CONFIDENTIALITY**

23.1 The contents of this RFP and any information pertaining to SPS, its operations, stakeholders or other persons which is obtained by the Proponent through participation in this RFP is confidential and must not be disclosed without the prior written authorization of SPS, except as required to prepare a proposal. Failure to maintain confidentiality may result in disqualification and may cause SPS to remove the Contractor from SPS's approved vendor/supplier lists.

23.2 Proponents shall return, destroy or delete the RFP documents, and confirm destruction or deletion, if not submitting a Proposal or as otherwise requested by SPS.

23.3 All proposal information supplied to SPS by Proponents is understood to be supplied explicitly in confidence. However, the British Columbia *Freedom of Information and Protection of Privacy Act* applies to all proposals and other information provided by Proponents, or collected by SPS, as part of the RFP process. SPS will comply fully with that Act and cannot guarantee any information provided to, or obtained by, SPS can be held in confidence.

#### **24.0 CONDITIONS PRECEDENT**

24.1 Despite any other provision of this RFP, SPS advises the Work is conditional upon internal project review and SPS obtaining project funding, permits and approvals on terms and conditions satisfactory to SPS.

**PART 2**  
**SCOPE OF WORK / SPECIFICATIONS**

1. **General**

Surrey Police Service (SPS) is seeking one or more qualified suppliers who can supply a wide variety of branded promotional merchandise/giveaway items for marketing, promotional and recognition purposes, on an as and when required basis, either directly or through its subcontractors/suppliers. The type and variety of the merchandise will be as selected by SPS from time to time.

2. **Scope.** The Services include:

- (a) supplying branded promotional merchandise/giveaway items as required by SPS from time to time (the “**Goods**”), (the type and variety of which will be as selected by SPS), such as apparel, accessories and novelty items, to promote SPS, policing and public safety initiatives, recruiting efforts, marketing campaigns and/or special events, charitable causes, and for staff appreciation and recognition, and public acknowledgements;
- (b) product design, manufacture and/or sourcing consulting services, on an as and when required basis;
- (c) maintaining a small inventory of core products frequently purchased by SPS to ensure delivery within 15 business days of order placement, which “core products” will be as established by SPS from time to time throughout the contract term;
- (d) providing regular reports, at least quarterly, to SPS identifying items ordered, amounts billed and any other data and information reasonably requested by SPS with respect to the reporting period. The general format and contents of the reports will be established between the Proponent and SPS.
- (e) providing and maintaining an encrypted vendor-hosted online ordering system customized for, and accessible only by, SPS that is able to process corporate requisitions/orders and enables invoicing directly to the applicable cost centre(s).

2. **Standards.** All Goods to be new from factory (not remanufactured, reconditioned, seconds, or surplus), of reasonable quality for the intended purpose, be compliant with SPS’s product requirements, specifications and standards at all times (including colour and brand standards), and meet or exceed legal requirements and national or industry standards and codes.

3. **Artwork.** Prior to issuing the first Requisition, and otherwise from time to time as required, SPS will provide the Proponent a copy of the artwork, branding, font requirements and colour schemes to be used in the fabrication of the Goods to enable the Proponent to prepare the necessary dies, prototypes and Goods. The artwork is, and at all times remains, the property of SPS and shall not be used by the Proponent for any other purpose other than the fabrication and supply of the Goods for SPS.

4. **Prototypes.** Upon receipt of the artwork and prior to commencing the fulfillment of a Requisition, the Proponent will work together with SPS to design the Goods, and, if requested by SPS, the Proponent, at its own cost and expense, will deliver to SPS a sample/prototype of the Goods reflecting the final work product for SPS’s review and approval. The Proponent shall make the changes requested by SPS to ensure the Goods meet the requirements to SPS’s satisfaction. The Proponent shall not commence fulfillment of the Requisition until SPS has granted written

approval of the mock-up or prototype(s), and the Goods delivered shall conform to specifications of the approved mock-up or prototypes.

5. **Quantities.** Quantities ordered will be based on approved budgets and operational needs.
6. **Requisition of Goods.** Requisitions may be issued from time to time over the Term.
7. **Delivery.** The Proponent will provide SPS 24 hours' prior notice of each delivery of the Goods.
8. **Substitutions during Term.** If technology and models change during the Term, SPS may accept substitutions for, or changes to, the Goods at the relevant time through Change Order.



**PART 3 – CONTRACT TERMS  
PURCHASE AGREEMENT  
(Supply of Goods)**

**Purchase Order No.:** «PO\_Number»  
**Reference No.:** 1220-031-2022-003  
**Goods:** Branded Promotional Merchandise

**Effective Date:**

<b>PARTIES:</b>		
(a) <b>SURREY POLICE SERVICE</b> ("SPS") <b>Mailing Address (Not for Deliveries):</b> 13450 104 <sup>th</sup> Avenue Surrey, BC V3T 1V8	<b>Police Representative/Contact:</b>  <b>Phone:</b> <b>Email:</b>	<b>Email for Invoices:</b> SPSinvoices@surrey.ca
(b) «PROPONENT_NAME» «Address» (the "Contractor")	<b>Representative/Contact:</b> «Rep_Full_Name», «Rep_Title» <b>Phone:</b> «Rep_Tel_» <b>Email:</b> «Rep_Email»	Cdn. Resident for income tax purposes? (check one) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No GST Registration No.: «GST» RT0001 Bus. Licence No. (incl. jurisdiction): «BizLicense_», «BizLic_Jurisdiction» WorkSafeBC No. (if applicable): N/A

**ARTICLE 1 - BASIC TERMS**

**1.1 Definitions:** In addition to words defined elsewhere in this Agreement, the following words have the following meanings:

(a) <b>Agreement</b>	This agreement, all schedules attached and all Requisitions issued hereunder, and further including the following documents, which are incorporated into and form an integral part of this Agreement: <ul style="list-style-type: none"> <li>the above referenced RFP; and</li> <li>Contractor's quotation in response to the RFP, except to the extent modified by the schedules to this Agreement</li> </ul>
(b) <b>Business Hours</b>	8:00 a.m. to 3:30 p.m. (PST), Monday through Friday, excluding statutory holidays.
(c) <b>Change Order</b>	A written amendment to this Agreement signed by parties to effect changes to this Agreement or the Work.
(d) <b>Delivery Location</b>	[TBD] Surrey, British Columbia or such other address set out in a Requisition for Goods ordered under that Requisition.
(e) <b>Goods</b>	The goods, materials, equipment, supplies, parts and other items to be supplied by the Contractor, pursuant to this Agreement.
(f) <b>Milestone Date</b>	Each date or timeline set out in this Agreement, a Requisition, a Change Order or any schedule approved by SPS.
(g) <b>Requisition</b>	A written request issued by SPS which itemizes the Goods and quantity required, Work to be performed, and Milestone Dates.
(h) <b>Term</b>	The Initial Term plus any Renewal Period(s) effected, unless earlier terminated.
<b>Initial Term</b>	The period commencing upon the Effective Date and continuing for a period of one (1) year.
<b>Renewal Period</b>	Up to three (3) additional one-year periods, provided SPS gives notice to the Contractor of its intent to renew no later than 60 days prior to the end of the then current Term.
(i) <b>Warranty Period</b>	With respect to each Good (including a replacement Good), the greater of: one year from date the Good is accepted by SPS; and the warranty period offered by the Contractor, either directly or through the manufacturer or supplier, for the Good.
(j) <b>Work</b>	The supply of the Goods, and other services to be performed in accordance with this Agreement, and any other general services related to the supply of the Goods.

This Agreement constitutes the entire agreement between the parties with respect to its subject matter. No changes are permitted unless evidenced by a Change Order. This Agreement is binding upon and will enure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and permitted assigns. This Agreement may be executed and delivered in counterparts and electronically with the same effect as if the parties had originally signed and delivered the same document. By signing this Agreement, the parties agree to be bound by the terms and conditions herein contained.

<b>«CONTRACTOR_NAME»</b>	<b>SURREY POLICE SERVICE</b>
_____ Signature	_____ Signature
_____ Date	_____ Date
_____ Name and Title (please print)	_____ Name and Title (please print)
_____ Signature	
_____ Date	
_____ Name and Title (please print)	



## ARTICLE 2 - PERFORMANCE AND SUPPLY

**2.1 Term, Renewal and Price Adjustment.** This Agreement will remain in effect throughout the Term. At the option of SPS, this Agreement will renew on the same terms and conditions for additional Renewal Period(s). If the Contractor requests a price change for a Renewal Period, the Contractor shall deliver a written request to SPS within 14 days of receipt of SPS's notice to renew providing evidence supporting a price adjustment. Price adjustments will not take effect until a Change Order is signed and will only apply to subsequently requisitioned Work. If the parties do not agree to a price change by the end of the then current Term, then, at the option of SPS, this Agreement will terminate without renewal.

**2.2 Requisitions.** SPS will requisition the Work as and when required through a Requisition. Each Requisition is incorporated into, and governed by the provisions of, this Agreement. No Work or charges are authorized unless a Requisition has been issued by SPS.

**2.3 No Guarantee.** Nothing herein commits SPS to purchase a minimum quantity of Goods from the Contractor or purchase Goods exclusively from the Contractor.

**2.4 Title, Ownership and Risk of Loss.** Despite any earlier inspections or testing by SPS, title and all other property rights in and to, and ownership of, the Goods shall pass to SPS upon acceptance by SPS. Risk of loss shall pass to SPS upon receipt of the Goods at the Delivery Location.

**2.5 Acceptance.** SPS will inspect and test the Goods following receipt at the Delivery Location to ensure the Goods meet the requirements of this Agreement to the satisfaction of SPS. Goods rejected by SPS will be held, returned and/or remedied, at the Contractor's expense. If SPS fails to reject any Goods within thirty days of receipt such Goods shall be deemed to have been accepted. SPS reserves the right to retain non-conforming Goods and in such case, will pay a reasonable price therefor.

**2.6 Delivery.** The Contractor will deliver the Goods to the Delivery Location during Business Hours.

**2.7 No Release.** No inspection, testing or acceptance by SPS relieves the Contractor from strict compliance with this Agreement, and will not constitute a waive of any rights SPS may have under this Agreement or at law.

**2.8 Packing and Shipping.** The Contractor will ensure the Goods are packaged and shipped in a manner to prevent damage or deterioration. The Contractor will provide shipping notices showing, for each shipment, the item number as it appears on the Requisition, quantity, full description and gross weight. All shipments from sources outside of Canada shall be forwarded and invoiced in the manner prescribed from time to time by Canadian customs laws and regulations and in the manner permitting all claims for exemptions, refunds and rebates thereunder.

**2.9 Change Orders.** The Goods identified in Schedule A represent SPS's requirements as at the Effective Date and are subject to change. SPS and the Contractor will regularly review Schedule A to ensure the list remains current, and any changes to the list, and corresponding changes to Milestone Dates and/or the pricing, all as negotiated between the parties, will be made by Change Order. SPS will not accept any changes unless they have been approved through a Change Order.

## ARTICLE 3 – WARRANTIES

**3.1 Warranties.** In addition to any other warranties or representations forming part of this Agreement, the Contractor represents and warrants:

- (a) to act with integrity and use the highest ethical standards, and not to, directly or indirectly, compromise the reputation or image of SPS;
- (b) the Contractor is an authorized seller/distributor/supplier of the Goods;
- (c) the Goods will conform to the specifications, and to the drawings, samples or other descriptions provided by the Contractor, and as otherwise as set out in this Agreement;
- (d) the Goods are fit for their particular purpose and intended use as made known by SPS to the Contractor or reasonably inferable;
- (e) the Goods will be of first-class quality and free of any defect for the duration of the Warranty Period;

- (f) the Goods will be delivered free and clear of any liens, charges, encumbrances and adverse claims;
- (g) in addition to any other Contractor warranties, the Goods are covered by full manufacturers' warranties; and
- (h) the Goods do not infringe on any domestic or foreign patent, copyright, trademark or process of manufacture.

**3.2 Non-Conforming Goods.** If, during the Warranty Period, SPS discovers a Good contains a defect or deficiency or otherwise fails to conform to this Agreement, SPS shall promptly notify the Contractor. The Contractor shall, at its own cost, promptly remedy the non-conformance to the satisfaction of SPS. The Contractor shall reimburse SPS for all reasonable costs incurred by SPS in relation to a non-conforming Good and refund any payment made for a returned Good.

**3.3 Additional Warranties.** The warranties set forth in this ARTICLE 3 (Warranties) are in addition to any other warranties or guarantees of any kind, whether statutory or implied, including any implied warranty of merchantability or fitness for a particular purpose, and any additional warranty offered by the Contractor or a manufacturer, which will be assigned by the Contractor to SPS upon delivery of the Goods.

## ARTICLE 4 - SCHEDULES AND DELAYS

**4.1 Compliance with Schedules.**

- (a) The Contractor will ensure Work is performed by the Milestone Dates and will notify SPS immediately in writing of any anticipated delays, the reasons therefor and the Contractor's mitigation plan.
- (b) SPS shall not be responsible for any costs incurred by the Contractor to meet a Milestone Date.

**4.2 Delay.** The Contractor's failure to meet a Milestone Date constitutes a material breach of this Agreement. SPS may, at its option,:

- (a) cancel a Requisition in whole or in part, and purchase the Goods from other sources, and if SPS incurs additional costs as a result, the Contractor will promptly reimburse SPS for such costs;
- (b) at no additional cost, require the Contractor to expedite shipping, work overtime/extra shifts, or use additional labour to remedy the delay; and
- (c) invoice the Contractor for costs reasonably incurred by SPS on account of the delay which invoice will be promptly paid by the Contractor.

## ARTICLE 5 - PRICE AND INVOICING

**5.1 Pricing and Payment.** Subject to verification of validity, SPS will pay the Contractor the amounts calculated in accordance with Schedule B and remit payment, less applicable discounts, holdbacks and set-offs, on the payment terms set out in Schedule B. SPS may withhold payment of disputed amounts until the dispute is resolved. C.O.D. shipments will not be accepted.

**5.2 Invoicing.** Invoices are to be included with each shipment or rendered at least monthly electronically to the Email for Invoices, and include, at a minimum, the Contractor's name, address, phone number and GST number (if applicable), the Requisition Number, an invoice number, detailed description of the Goods/Work, quantities, dates shipped, price, discounts and total payable for that shipment/invoice period.

**5.3 No Waiver.** Payments made to the Contractor shall not be construed as a waiver of any claim SPS may have against the Contractor arising out of this Agreement.

**5.4 Accounts and Records.** If the price of the Work is not a fixed or firm price, the Contractor will keep proper and detailed records of the cost of the Work, and invoices, receipts and vouchers relating thereto and will make the same available for inspection and audit by SPS during the Term and for two years thereafter. Any error in a claim for payment or the amount of a payment disclosed on audit will be adjusted between the parties.

## ARTICLE 6 - INDEMNIFICATION AND LIABILITY

**6.1 No Release.** The Contractor shall be liable for all claims, losses and damages in accordance with this Agreement. Failure of an insurer to pay a claim will not release the Contractor from its responsibilities and liabilities. Nothing herein shall be construed as limiting the amounts for which the Contractor may be legally liable. If, for any reason, the liability of the Contractor is or becomes limited in any way, such limitation of liability will not apply to

insurable claims, third party claims, claims for copyright, trademark or patent infringement, breach of confidentiality obligations, libel/slander claims, claims based on fraud committed by the Contractor or for wilful misconduct.

**6.1 Liability and Indemnity.** Despite any insurance maintained by SPS, the Surrey Police Board or the City of Surrey, the Contractor hereby defends, indemnifies and saves harmless SPS, the Surrey Police Board, the City of Surrey, and their respective elected and appointed officials, directors, officers, and employees from and against all claims resulting from any breach or non-compliance with this Agreement by the Contractor or any loss or damages caused by the Contractor, its directors, officers, employees, agents and/or contractors or subcontractors.

#### ARTICLE 7 - EXPIRY OR EARLY TERMINATION

**7.1 Termination for Cause:** If the Contractor becomes insolvent or makes any assignment for the benefit of creditors or if a receiver or trustee is appointed for all or part of its property, or if the Contractor defaults in the observance or performance of any of its obligations hereunder, SPS may forthwith cancel this Agreement and/or any Requisitions.

**7.2 Termination for Convenience.** SPS may, at any time without cause and at its sole discretion, terminate this Agreement in respect of all or any part of the Work by written notice to the Contractor.

**7.3 Effect of Termination.**

- (a) If for cause, the Contractor shall be liable to, and pay, SPS for any loss or damage suffered by SPS as a result of thereof, including the increased costs for purchasing goods from a third-party, and SPS will be entitled to retain out of any sums due to the Contractor, an amount sufficient to indemnify SPS for such loss or damage;
- (b) If for convenience, SPS shall reimburse the Contractor, at cost, for all reasonable costs incurred by the Contractor which could not reasonably have been avoided or mitigated through reasonable efforts, provided the Contractor has notified SPS of any claim for such costs within 60 days of the effective date of termination; and upon SPS making the foregoing payments to the Contractor, the Contractor shall have no further cause of action or right against SPS in respect of this Agreement.

**7.4 Prepayments.** The Contractor will immediately refund to SPS any payments made by SPS prior to the date of termination of this Agreement or a Requisition in excess of those required by sections 7.3 (Effect of Termination).

**7.5 Survival of Requisitions.** No termination or expiration of this Agreement will result in the automatic termination or expiration of a Requisition. A Requisition will remain in effect until: (i) it has expired on its own terms; (ii) the Work thereunder is completed; or (iii) it is terminated by SPS upon written notice to the Contractor.

#### ARTICLE 8 – GENERAL

**8.1 Compliance.** The Contractor covenants, as a material term, to fully comply with: (a) applicable laws; (b) SPS safety and security requirements, including regarding security and background screenings and clearances; and (c) if this Agreement includes on-site Work, SPS's and the City of Surrey's requirements for access and workplace safety. The Contractor shall furnish SPS evidence of compliance as SPS may require at any time.

**8.2 Confidentiality.**

- (a) Any information pertaining to SPS, its operations, or its personnel which is obtained by the Contractor as a result of this Agreement or the performance of the Work is confidential and will not be disclosed by the Contractor without the prior written authorization of SPS.
- (b) All information supplied to SPS by the Contractor is understood to be supplied, explicitly, in confidence. However, SPS is subject to the *Freedom of Information and Protection of Privacy Act (British Columbia)* and will comply fully with all provisions of that Act and cannot guarantee any information provided to SPS can be held in confidence.

**8.3 Conflict of Interest.** The Contractor, directly or indirectly, will not offer or provide any gifts or personal benefit to any director, officer, or employee of SPS

or the Surrey Police Board.

**8.4 Police Representative(s).** The Contractor is entitled to deal with the Police Representative(s) in connection with this Agreement. All rights, powers and entitlements of SPS may be exercised by the Police Representative(s).

**8.5 Publicity.** Except as required by law, the Contractor shall not issue any press release or make any public announcement or disclosure concerning this Agreement or any Requisition, including disclosure in any reference list, without the prior written consent of SPS.

**8.6 Use of Marks.** The Contractor will not use SPS's or Surrey Police Board's official marks, trademarks, logos or other marks without their prior written approval. The Contractor will ensure any such marks are securely stored with restricted access upon being provided to the Contractor's by SPS and the Contractor will delete or destroy such marks to prevent their further use upon termination of this Agreement or otherwise upon request from SPS.

**8.7 Relationship.** The Contractor is an independent contractor and does not have authority to bind or commit SPS.

**8.8 Set Off.** SPS may set off amounts owing by the Contractor to SPS against monies owed by SPS to the Contractor.

**8.9 Notices.** Any notice to be given shall be in writing and may be delivered personally or by regular mail to the party, contact and address on page 1 (or such other address as a party may in writing specify), with a copy sent electronically to the contact's email address on page 1. Any notice given will be deemed to be received upon personal delivery, and if mailed, seven days after mailing date.

**8.10 Governing Law.** 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. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

**8.11 Subcontracting and Assignment.** The Contractor will not subcontract or assign its obligations, in whole or in part, without the prior approval of SPS.

**8.12 No Additional Terms.** Any term or condition contained in any report, invoice, sales receipt, claim, statement or other record submitted by the Contractor and in conflict with, or which purport to expand or limit, the terms of this Agreement, are hereby expressly rejected by SPS without notice.

**8.13 Time is of the Essence.** Time is of the essence of this Agreement.

**8.14 Severability.** If any provision of this Agreement is, or becomes, illegal, invalid or unenforceable, it shall be severed from the Agreement and the remaining provisions shall remain in full force and effect.

**8.15 Waiver.** Any failure by SPS to enforce or to require the strict performance of this Agreement will not constitute a waiver of any requirement. A waiver must be express and in writing to have legal effect. No waiver of any breach will be a waiver of any subsequent breach.

**8.16 Remedies Cumulative.** Despite any other term of this Agreement, SPS's remedies are cumulative and in addition to any right or remedy which may be available at law or in equity.

**8.17 Survival.** Article 3 (Warranties), Section 5.4 (Accounts and Records), Article 6 (Indemnification and Liability) and Section 8.2 (Confidentiality) survive the expiration or termination of this Agreement.

**8.18 Interpretation**

- (a) Headings are inserted for convenience of reference only and will not form part of nor affect the interpretation of this Agreement.
- (b) The singular, plural, masculine, feminine or neuter used throughout this Agreement will be construed as meaning the singular, plural, masculine, feminine, neuter or body corporate where the context so requires.
- (c) "Includes", "including" and other similar terms shall not be deemed limited by the specific enumeration of items but shall be deemed to be without limitation and interpreted as if the term was "including without limitation."

## SCHEDULE A – SCOPE OF WORK / SPECIFICATIONS

*[Note: Part 2 (Scope / Services) of the RFP, as may be amended through negotiations between SPS and the successful Proponent, will be incorporated into and form this Schedule.]*

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### SCHEDULE B – PRICING AND ADDITIONAL TERMS

#### A. PRICING AND PAYMENT TERMS:

1. **Currency.** All prices are expressed in Canadian dollars.
2. **Pricing.** Prices are FOB Destination, all-inclusive (including packing, delivery, duty, brokerage, tariffs, environmental fees (if applicable) and fixed and firm. Federal goods and services tax (“GST”) and Province of British Columbia provincial sales tax (“PST”) is not included in pricing. SPS may increase or decrease quantities without affecting the unit prices shown.
3. **Effect of Changes to Laws.** Changes after the Effective Date to customs duties or value added taxes will result in a corresponding price adjustment.
4. **Rebates and Discounts.** SPS shall be entitled to the benefit of any rebates or discounts offered by the Contractor, manufacturers, suppliers and others with respect to the Goods. The Contractor will apply any rebates or discounts as a credit on the applicable invoice; provided that if there are procedures for claiming rebates or discounts, the Contractor will co-operate with, and support SPS, in submitting the claims.
5. **Holdbacks.**
  - (a) SPS may hold back up to 150% of the price of any Good, without interest, on account of any non-conforming or rejected Good until replaced or remedied.
  - (b) Pursuant to the *Income Tax Act* (Canada), if the Contractor is a non-resident of Canada, SPS will withhold the prescribed amount of tax from each payment and remit it to Canada Revenue Agency.
6. **Payment Terms.** 30 days following receipt of the Goods to which the payment relates, or receipt of an invoice by Accounts Payable, whichever is later.
7. **Early Payment Discount.** A cash discount of \_\_\_\_\_% will be allowed if invoices are paid within \_\_\_\_\_ days.

#### B. PRICING:

*[Note: To reflect the successful Proponents' Proposal, subject to any negotiations between SPS and that Proponent]*

## PART 4 – FORM OF PROPOSAL

### PROPONENT INFORMATION:

Full Legal Name: \_\_\_\_\_

Address: \_\_\_\_\_

GST Registration No: \_\_\_\_\_ PST Registration No. \_\_\_\_\_

Business License No. \_\_\_\_\_ Jurisdiction: \_\_\_\_\_

*(Note: If the scope of work results in services being performed in the City of Surrey, the terms of the City's Business License By-law apply and the Proponent will be required to provide proof of compliance prior to the contract start date)*

### AUTHORIZED REPRESENTATIVE / KEY CONTACT DETAILS:

Name and title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**TO: SURREY POLICE SERVICE ("SPS")** - via email: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)

**RE: REQUEST FOR PROPOSALS 1220-031-2022-003 ("RFP")**

In furtherance of the RFP issued on behalf of SPS, we, the above-named Proponent, hereby certify we have read and fully understand the RFP documents and hereby submit our offer for the performance of the Work.

SPS may, at its option, accept our proposal for the performance of all or any portion of the Work.

Signed on \_\_\_\_\_ on behalf of the Proponent by its authorized signatory(ies):  
(date)

\_\_\_\_\_  
*Signature*

*Name (please print):*

*Title (please print):*

\_\_\_\_\_  
*Signature*

*Name (please print):*

*Title (please print):*

### Attachments:

- Attachment 1 – Proponent Profile and Qualifications
  - *(Note: Identify and attach supporting documents applicable to this Attachment)*
- Attachment 2 – Workplan
  - *(Note: Identify and attach supporting documents applicable to this Attachment – such as catalogues, work product/reporting samples, work plans)*
- Attachment 3 – Financial Proposal
  - *(Note: Identify and attach supporting documents applicable to this Attachment)*

## ATTACHMENT 1 - PROPONENT PROFILE AND QUALIFICATIONS

**Notes:**

1. If space is insufficient, additional rows/lines or additional pages may be added as necessary.
2. While there is no limit on the number of pages to be submitted, to facilitate the evaluation process provide only relevant information. The inclusion of corporate brochures and other advertising materials is discouraged.

**A. Form of Business Organization - check and complete as applicable**

- Sole Proprietorship
- Partnership – jurisdiction and date of establishment: \_\_\_\_\_
- Corporation – jurisdiction and date of incorporation: \_\_\_\_\_
- Joint Venture – identify all joint venturers, and who has primary responsibility for this RFP<sup>1</sup> \_\_\_\_\_

**B. Proponent Summary (Note: Provide background information (brief history, size, services offered, etc. If you have more than one location, identify the location(s) which will be performing the Work.))**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**C. Experience (Note: Describe your relevant experience performing services the same/similar to the Work):**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**D. Financial References (Note: Attach financial statements and/or bank references to demonstrate financial stability).**

We hereby consent to SPS contacting our financial institution to obtain financial references:

Name and Address	Contact Name and Title	Contact Telephone Number

**E. Client References (Note: List 3 client references (excluding SPS, Surrey Police Board or the City of Surrey), preferably from police/law enforcement organizations, and preferably in Canada or North America).**

We hereby consent to SPS contacting references for the purposes of evaluating our proposal.

Company and Contact Name	Phone / Email	Work Description

<sup>1</sup> If the Proponent is a joint-venture/limited partnership, all information requested in sections A and B should be submitted for each participant in the joint-venture/limited partnership. A separate page may be attached for this purpose. The primary representative who shall assume all responsibilities for the Work, if successful, shall be identified.

- F. **Personnel** (Note: List the personnel who will be the primary contact(s) for contract and performance management. Include a brief description of their experience, highlighting relevance and successful completion of work similar to the Work and its scope. Resumes and evidence personnel meet applicable mandatory criteria set out in Part 2 (Scope of Work / Specifications) should be attached. By providing this information, you warrant and represent you have each individual's consent to disclosure of their personal information in accordance with privacy laws.)

(Note: As per contract terms, changes to personnel are not permitted without written permission of SPS.)

Name and Title	Area of Responsibility	Experience

- G. **Sub-contractors** (Note: List all proposed subcontractors and the work they will undertake. Where final selection has not been made, identify the potential subcontractors from which the selection will be made. If none, indicate "Not Applicable". Evidence sub-contractors meet applicable mandatory criteria set out in Part 2 (Scope of Work / Specifications) should be attached. If any sub-contractors are individuals, by providing this information, you warrant and represent you have each individual's consent to disclosure of their personal information in accordance with privacy laws.)

(Note: As per contract terms, changes to subcontractors are not permitted without written permission of SPS.)

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

- H. **Conflict of Interest** – check as applicable

- To the best of our knowledge, upon undertaking appropriate investigation and due diligence, we are not aware of any employees or persons who may be involved in this project, being "Associates"<sup>2</sup> of SPS or Surrey Police Board members, employees, officers or directors.
- We are aware of conflict(s) of interest or potential conflict(s) of interest, as follows:  
(Note: Identify parties and their role in the project, confirm their relationship based on the definition of "Associate", and described the proposed solution to manage, minimize or eliminate any perceived or actual conflict(s)):

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<sup>2</sup> "Associate" means (a) a spouse, (b) a parent, sibling, son or daughter, or the spouse of any one of them, (c) a relative who lives in the person's home, (d) a company in which a person owns shares carrying more than 10% of the voting rights attached to all shares of the corporation, (e) a person's business partner, or (f) a trust or estate of which a person is one of the main beneficiaries or for which the person serves as a trustee.

## ATTACHMENT 2 – WORKPLAN

**Notes:**

1. If space is insufficient, additional rows/lines or additional pages may be added as necessary.
2. While there is no limit on the number of pages to be submitted, to facilitate the evaluation process provide only relevant information. The inclusion of corporate brochures and other advertising materials is discouraged.

**A. PERFORMANCE METHODOLOGY (attach separate page(s))**

- (a) Demonstrate your capability to perform the Work, your understanding of the Work through a discussion of the key issues, and your ability to meet the requirements of the contract terms.
- (b) Discuss your team’s approach to the Work.
- (c) Provide a clear description of your plan and methodology to successfully accomplish the Work.
- (d) Identify resources required to complete the Work from both you and SPS.
- (e) Include assumptions made.

**B. SCOPE/SPECIFICATIONS**

*(check as applicable)*

We accept Part 2 – Scope of Work/Specifications in its entirety.

We accept Part 2 – Scope of Work/Specifications with exceptions.

*(Note: Identify / describe proposed changes, equivalents, substitutions or alternatives with supporting information, data and documentation that the exception will meet or exceed SPS’s expectations. Nothing proposed in this section will apply unless incorporated into the Contract Terms.)*

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*(Note: Identify any recommended additional scope required or recommended to successfully complete the Work or improve the Work. Nothing proposed in this section will apply unless incorporated into the Contract Terms)*

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**C. DETAILED SPECIFICATIONS:**

*(Note: In addition to providing samples as identified on the cover page of the RFP, attach catalogues, goods listings, detailed specifications, etc. for the Goods, any optional accessories, etc.)*

**D. DELIVERY SCHEDULE / LEAD TIMES**

*(Note: State firm delivery, in calendar days, after receipt of requisition)*

(a) From date of requisition (in days): \_\_\_\_\_

*(Note: Describe any known or potential ordering, delivery or availability issues that may impact your ability to promptly supply the Goods (including any caps on order quantities, long lead times, business environment/law enforcement industry factors), how these issues will affect SPS and any potential mitigation factors).*

**E. WARRANTIES:** *(Note: Identify any warranties offered (by Contractor, suppliers, manufacturers, etc.) in addition to those required by the Contract Terms, and describe how your warranty meets the requirements of the Contract Terms)*

F. **QUALITY ASSURANCE:** *(Note: Describe your quality assurance program)*

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G. **CUSTOMER SERVICE:**

**Customer Service Approach:** *(Note: Describe your customer service approach, including issues management, reporting, etc.)*

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**Response and Performance:** *(Note: Describe your ability to repair/replace defective Goods so there is always a 100% level of service or zero downtime for warranty/service work. If not applicable, insert "N/A")*

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H. **AFTER PURCHASE SUPPORT:** *(Note: Describe after-purchase support, including location of these services, service desk phone number and hours of operation, and how SPS's needs will be addressed in critical times. Include depth and breadth of support. If not applicable, insert "N/A")*

**By Contractor:**

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**By Manufacturer:**

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K. **CONTRACT TERMS** - *Check one.*

- We accept Part 3 (Contract Terms) of the RFP in its entirety.
- We accept Part 3 (Contract Terms) of the RFP with exceptions.  
*(Note: Identify and describe any proposed exceptions/changes.) (Nothing proposed in this section will apply unless incorporated into the Contract Terms).*

Section	Change Proposed	Reason for Change

L. **OTHER INFORMATION** *(Note: Provide any other details and information you consider relevant or applicable to the RFP and your proposal or that specifically differentiates your proposal from others.)*

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**ATTACHMENT 3 – FINANCIAL PROPOSAL**

(Note: This Attachment, subject to negotiations between SPS and the successful Proponents(s), will be incorporated into the Contract Terms)

**Note:** If space is insufficient, additional rows/lines or additional pages may be added as necessary.

**A. PRICING AND PAYMENT TERMS:**

1. Currency. All prices are expressed in Canadian dollars.
2. Pricing. Prices are FOB Destination, all-inclusive (including packing, delivery, duty, brokerage, tariffs, environmental fees (if applicable) and fixed and firm. Federal goods and services tax (“GST”) and Province of British Columbia provincial sales tax (“PST”) is not included in pricing. SPS may increase or decrease quantities without affecting the unit prices shown.
3. Rebates and Discounts. SPS shall be entitled to the benefit of any rebates or discounts offered by the Contractor, manufacturers, suppliers and others with respect to the Goods. The Contractor will apply any rebates or discounts as a credit on the applicable invoice; provided that if there are procedures for claiming rebates or discounts, the Contractor will co-operate with, and support SPS, in submitting the claims.

**B. FEE CALCULATION / SCHEDULE OF RATES (Examples only – Proponents may provide alternate costing tables / methodologies)**

**EXAMPLE 1 – BASED ON VOLUME DISCOUNTS – percentage reductions to catalogue rates**

Goods	Discount (from catalogue pricing) (based on “per order” quantities)		
	1-50	51-100	100+
A. Promotional / branded goods from a range of the Contractor’s available offerings and catalogues.	Discount on rates set out in catalogue:		
B. Branding (such as embroidery, engraving, stamping, silk screening, iron ons, etc.)	If not included in cost of goods, discount on rates set out in catalogue:		

**EXAMPLE 2 – BASED ON NEGOTIATED RATES – for additional items (not part of Contractor’s available offerings/catalogue**

Goods	Unit Prices (based on “per order” quantities)		
	1-50	51-100	100+
A. Promotional / branded goods not contained within the range of the Contractor’s available offerings and catalogues but capable of being obtained through the Contractor	Prices are TBD at time of selection and order. Quotes will be provided on an item-by-item basis. Prices may depend on order quantity, style, materials and other factors.		
B. Branding (such as embroidery, engraving, stamping, silk screening, iron ons, etc.)			

**C. DISCOUNT(S):**

**Early Payment Discount:** A cash discount of \_\_\_\_\_% will be allowed if invoices are paid within \_\_\_\_ days.

**Other Discounts:** *(Note: Identify any currently available discounts, including based on volume of Work, etc.)*

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**D. ADDITIONAL / VALUE ADDED SERVICES (optional)** *(Note: Describe in detail any additional or value-added services not specifically requested but offered. There will be no extra costs associated with these services unless such costs are specifically included and explained in Attachment 3 – Costs and Pricing. Nothing proposed in this section will apply unless incorporated into the Contract Terms)*

Description	Price
	\$
	\$

**E. ADDITIONAL EXPENSES:** *(Note: The contract terms provide that Fees are inclusive of all expenses, including shipping. Identify expenses, if any, that would be payable in addition to the Fees)*

Description	Price
	\$
	\$