



REQUEST FOR QUOTATIONS

Title: SUPPLY, DELIVERY AND INSTALLATION OF FITNESS EQUIPMENT -
CLAYTON COMMUNITY CENTRE

Reference No.: 1220-040-2019-100

FOR THE SUPPLY OF GOODS AND SERVICES

(General Services)
Issue Date: November 25th, 2019

TABLE OF CONTENTS

1.	INTRODUCTION	3
2.	ADDRESS FOR DELIVERY.....	3
3.	DATE	4
4.	INQUIRIES	4
5.	ADDENDA	4
6.	NO CONTRACT	4
7.	ACCEPTANCE	4
8.	CONTRACTOR'S EXPENSES.....	5
9.	CONTRACTOR'S QUALIFICATIONS	5
10.	CONFLICT OF INTEREST	5
12.	CONFIDENTIALITY.....	5
13.	SIGNATURE.....	5
14.	EQUIVALENTS, SUBSTITUTIONS, ALTERNATIVES	6
17.	SELECTION AND NEGOTIATION.....	8
	ATTACHMENT NO. 1 – DRAFT AGREEMENT – GOODS AND SERVICES	9
	SCHEDULE A - SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES	26
	SCHEDULE A-1 – FITNESS EQUIPMENT SCHEDULE	33
	SCHEDULE A-2 - CLAYTON COMMUNITY CENTRE ARCHITECTURAL PLANS).....	34
	SCHEDULE A-3 - CLAYTON COMMUNITY CENTRE SPIN ROOM ARCHITECTURAL REVISION	35
	SCHEDULE A-4 - CLAYTON COMMUNITY CENTRE ELECTRICAL PLANS.....	36
	SCHEDULE A-5 - CLAYTON COMMUNITY CENTRE UPPER FLOOR ROOM DATA PLAN.....	37
	SCHEDULE B – FORM OF QUOTATION.....	38

REQUEST FOR QUOTATIONS

1. INTRODUCTION

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

This RFQ applies to and governs the preparation of Quotations in response to the RFQ.

2. ADDRESS FOR DELIVERY

A Quotation should be labelled with the Contractor's name, RFQ title and number. A Quotation should be submitted in the form attached to this RFQ as Schedule B – Form of Quotation.

The Contractor may submit a Quotation either by email or in a hard copy, as follows:

(a) Email

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

PDF emailed Quotations are preferred, and the City will confirm receipt of emails. Note that the maximum file size the City can receive is 10Mb. If sending large email attachments, Contractors should phone [604-590-7274] to confirm receipt. A Contractor bears all risk that the City's computer equipment functions properly so that the City receives the Quotation.

(b) Hard Copy

If the Contractor chooses NOT to submit by email, the Contractor should submit one (1) original unbound Quotation and three (3) copies (four 4) in total) which must be delivered to the City at the office of:

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

Address: Surrey City Hall
Finance Department – Procurement Services Section
Reception Counter, 5th Floor West
13450 – 104th Avenue
Surrey, B.C., V3T1V8, Canada

3. DATE

The City would prefer to receive Quotations on or before December 17, 2019. The City's office hours are 8:30 a.m. to 4:00 p.m., Monday to Friday, except statutory holidays.

4. INQUIRIES

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

Name: Richard D. Oppelt, Manager, Procurement Services
E-mail: purchasing@surrey.ca
Reference: 1220-040-2019-100

5. ADDENDA

If the City determines that an amendment is required to this RFQ, the City's 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 a part of this RFQ. It is the responsibility of Contractor to check the BC Bid Website and the City Website for addenda. The only way this RFQ may be added to, or amended in any way, is by a formal written addendum. No other communication, whether written or oral, from any person will affect or modify the terms of this RFQ or may be relied upon by any Contractor. By delivery of a Quotation, the Contractor is deemed to have received, accepted and understood the entire RFQ, including any and all addenda.

6. NO CONTRACT

This RFQ is simply an invitation for quotations (including prices and terms) for the convenience of all parties. It is not a tender and no obligations of any kind will arise from this RFQ or the submission of Quotations. The City may negotiate changes to any terms of a Quotation, including terms in Attachment 1 and Schedules A and B and including prices, and may negotiate with one or more Contractors or may at any time invite or permit the submission of quotations (including prices and terms) from other parties who have not submitted Quotations.

7. ACCEPTANCE

A Quotation will be an offer to the City which the City may accept at any time by signing the copy of the Quotation and delivering it to the Contractor. A Quotation is not accepted by the City unless and until both the authorized signatory of the Contractor and the authorized signatory of the City have signed. Delivery of the signed Agreement by the City may be by fax or pdf e-mail or hard copy. In that event, the contract will be comprised of the documents included in the definition of Agreement in Attachment No. 1 – Quotation Agreement – Goods and Services.

8. CONTRACTOR'S EXPENSES

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

9. CONTRACTOR'S QUALIFICATIONS

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

10. CONFLICT OF INTEREST

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

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

Contractors and their agents will not contact any member of the City Council, City staff or City consultants with respect to this RFQ, other than the contact person named in Section 4, at any time prior to the award of a contract or the cancellation of this RFQ.

12. CONFIDENTIALITY

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

13. SIGNATURE

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

- (a) If the Contractor is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Quotation should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Quotation on behalf of the corporation is submitted;
- (b) If the Contractor is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venturer should be included, and each partner or joint venturer should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership

or joint venture should provide evidence to the satisfaction of the City that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venturer is a corporation then such corporation should sign as indicated in subsection (a) above; or

- (c) If the Contractor is an individual, including a sole proprietorship, the name of the individual should be included.

14. EQUIVALENTS, SUBSTITUTIONS, ALTERNATIVES

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

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

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

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

15. MULTIPLE CONTRACTORS

The City reserves the right and discretion to divide up the Goods and Services, either by scope, geographic area, or other basis as the City may decide, and to select one or more Contractors to perform a portion or portions of the Goods and Services as described in Schedule A. If the City exercises its discretion to divide up the Goods and Services, the City will do so reasonably having regard for the RFQ and the basis of Quotations.

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

16. RESERVATION OF RIGHTS

Notwithstanding any other provision in this RFQ:

- (a) The City need not necessarily consider the Quotation with the lowest Quotation Price, or any Quotation, and the City reserves the right to reject any and all Quotations at any time, or cancel the RFQ process, without further explanation, and to accept any Quotation the City considers to be in any way advantageous to it.
- (b) The City's acceptance of any Quotation is contingent on having sufficient funding for the purchase and achieving a mutually acceptable contract for the supply, delivery and installation of the Goods and Services.
- (c) Each Contractor, by submitting a Quotation, 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 Contractor in preparing its Quotation for any matter relating directly or indirectly to this RFQ (including in the event that the City rejects or disqualifies or for any other reason fails to accept a Quotation, accepts a non-compliant Quotation or otherwise breaches, or fundamentally breaches the terms of this RFQ or any duties arising from this RFQ); 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 not contract between the Contractor and the City is entered into for the supply, delivery and installation of the Goods and Services for any reason whatsoever, including in the even that the City rejects or disqualifies or for any other reason fails to accept a Quotation, accepts a non-compliant Quotation or otherwise breaches, or fundamentally breaches, the terms of this RFQ or any duties arising from this RFQ.
- (d) If the City considers that all Quotations are priced too high, it may reject them all.

17. SELECTION AND NEGOTIATION

The City's review team will recommend to the City the Quotation that it determines is most advantageous in accordance with this RFQ. The City may accept or reject the review team's recommendation.

The City may negotiate changes to any terms of a Quotation, including terms in Attachment 1 – Agreement – Goods and Services and Schedules A and B and including prices.

If the City selects a preferred Contractor, then such preferred Contractor will use good faith commercial efforts to negotiate and enter into a contract with the City. During negotiations the City may:

- (a) negotiate any aspect of a preferred Contractor's Quotation, including reductions in the prices as set out in the preferred Contractor's Quotation;
- (b) negotiate the incorporation of the preferred Contractor's suggested amendments to the Agreement as may be included in its Quotation; and
- (c) negotiate terms and conditions different than those contained in the RFQ and other documents referred to in the RFQ, the Quotation or both, and
- (d) if at any time the City reasonably forms the opinion that a mutually acceptable contract is not likely to be reached within a reasonable time, give the preferred Contractor written notice to terminate discussions, in which event the City may then either open discussions with another Contractor or terminate this RFQ in whole or in part and obtain the supply, delivery and installation of the Goods and Services in some other manner, or not at all.

The City has no duty or obligation to advise any other Contractors or to allow them to modify their Quotations, and the City will have no liability to any Contractor as a result of such negotiations or modifications.

The City may, at its sole discretion, require the preferred Contractor to attend and participate in a pre-award meeting prior to award, the purpose of which will be to confirm project details and expectations of the City.

ATTACHMENT NO. 1 – DRAFT AGREEMENT – GOODS AND SERVICES

Reference RFQ Title: Supply, Delivery and Installation of Fitness Equipment – Clayton Community Centre

RFQ No.: 1220-040-2019-100

THIS AGREEMENT dated for reference this _____ day of _____, 201_.

BETWEEN:

CITY OF SURREY
13450 - 104 Avenue
Surrey, B.C., Canada, V3T 1V8
(the "City")

AND:

(Insert Full Legal Name and Address of Contractor)
(the "Contractor")

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

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

1. DEFINITIONS AND INTERPRETATION

1.1 In these General Terms and Conditions:

- (a) "Agreement" means this agreement and all schedules attached hereto;
- (b) "City" means the City of Surrey;
- (c) "Contractor" means a contractor whose Quotation has been accepted by the City and who is providing the Goods and Services under this Agreement;
- (d) "Delivery Date" means the delivery date(s) for the applicable Goods, as set out in Section 2;
- (e) "Delivery Location" has the meaning as set out in Section 2.6;
- (f) "Goods" means the equipment or materials (if any) as described generally in Schedule A, to Attachment 1, including anything and everything required to be done for the fulfilment and completion of this Agreement;
- (g) "Indemnitees" has the meaning described in Section 11.2;
- (h) "Purchase Price" has the meaning set out in Section 5;
- (i) "RFQ" means the Request for Quotations; and
- (j) "Services" means the services as described generally in Schedule A, to Attachment 1 including anything and everything required to be done for the fulfilment and completion of this Agreement.

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

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

- Schedule A Specifications of Goods & Scope of Services;
- Schedule A-1 Fitness Equipment Schedule;
- Schedule A-2 Clayton Community Centre Architectural Plans (Selected Plans for Information Purposes Only);
- Schedule A-3 Clayton Community Centre Spin Room, Architectural Revisions (For Information Purposes Only);
- Schedule A-4 Clayton Community Centre Electrical Plans (Selected Plans for Information Purposes Only);
- Schedule A-5 Clayton Community Centre Upper Floor Room Data Plan (For Information Purposes Only); and

Schedule B – Quotation Extracts.

2. SUPPLY, DELIVERY AND INSTALLATION OF THE GOODS

2.1 The Contractor will supply, deliver and install the Goods that meet the specifications set out in Schedule A – Specifications of Goods and Scope of Services of this Agreement.

The Contractor will deliver and install the Goods at the Delivery Location each Good in accordance with the following schedule, unless this Agreement has been terminated sooner in accordance with its provisions:

Equipment	Delivery Date	Installation Date
Cardio Zone		
Weight Zone		
Free Weight Zone		
Plate Weights		
Free Zone (2)		

Notwithstanding anything contrary in this Section 2, the Contractor should not ship any one of the Goods prior to the City's written approval of such Goods. The City, at its sole discretion, reserves the right to conduct pre-delivery inspection of such Goods.

Where a date for delivery is stated in this Agreement, timely delivery is of the essence and the Contractor will be responsible to ensure that such delivery is made, and will notify the City immediately in writing of any anticipated delays and the reasons therefor.

Goods will not be deemed or construed to be delivered until actually received by the City at the Delivery Location in Section 2.6 of this Agreement for shipment of the Good(s).

The Contractor will notify the City in writing if the Good(s) cannot be delivered in the quantities shown or at the times specified in this Agreement.

- 2.2 The City may from time to time, by written notice to the Contractor, make changes in the specifications of Goods and scope of Services. The Fees will be increased or decreased by written agreement of the City and the Contractor according to the rates set out in Schedule B, to Attachment 1.
- 2.3 The Contractor will, if requested in writing by the City, provide additional goods or services. The terms of this Agreement will apply to any additional goods or services, and the fees for additional goods or services will generally correspond to the fees as described in Schedule B, to Attachment 1. The Contractor will not provide any additional goods or services in excess of the specification of Goods and scope of Services requested in writing by the City.
- 2.4 The Contractor will perform the Services with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner performing services similar to the Services, and on the understanding that the City is relying on the Contractor's experience and expertise. The Contractor represents that it has the expertise, qualifications, resources, and relevant experience to supply the Goods and Services.
- 2.5 The Contractor will deliver the Goods free and clear of all liens and encumbrances in the manner and to the destination stipulated. In the event of the Contractor's failure to meet this condition, the Contractor will, on written notice from the City, forthwith return all monies paid by the City on account of the Goods and in addition the City may by written notice terminate this Agreement without liability, and in such event, in addition to the above, the Contractor will be liable for any and all expenses or losses incurred by the City resulting from such failure.
- 2.6 Delivery Location

Delivery and installation of all equipment is required in March 2020, or as otherwise agreed to by the City. The Contractor will take steps as required so that all the Goods are properly prepared for delivery. The City will not assume any liability for Goods or equipment delivered to an unauthorized location. 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.

Prices are to be quoted F.O.B. destination, freight prepaid, including unloading at destination, import duties, brokerage fees, royalties, handling charges, overhead, profit and all other costs included.

An authorized representative of the Contractor shall supervise the delivery, unpacking and installation of the Goods.

The Good(s) is/are to be supplied, delivered and installed at the following address:

City of Surrey
Clayton Community Centre (second floor)

7155 – 187A Street
Surrey, BC.
(the “Delivery Location”)

Phone: Mr. Aiman Arar, Capital Projects Manager at 778-846-1422.

Hours of Operation: 8:30 a.m. to 3:00 p.m. [or as otherwise agreed to by the City]

The Contractor shall be responsible for delivery of all materials ordered and delivered to the Delivery Locations noted above at no additional cost. Should the equipment be damaged in transportation or unloading, the Contractor will be responsible and bear all costs of replacement.

2.7 Installation

All Goods are subject to inspection and approval upon delivery. The City has the right to refuse acceptance of such equipment that are not in accordance with the specifications, and requirements

Each unit is to be delivered clean and shall be complete with all equipment operable. The unit(s) will be inspected by the City upon delivery to determine compliance with the specifications and/or to test its ability to perform its intended use.

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

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

2.8 **Documentation**

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

3. **DESIGN PROCESS**

- 3.1 The design process is progressive, as follows:

Preliminary Design:

Time for Preliminary Design: Within 15 days of the execution of the Agreement, the Contractor shall prepare and submit to the City a preliminary design (floor plan layout) for the Goods.

Contents of the Preliminary Design: The preliminary design drawings should illustrate basic components of the Goods including:

- (a) show the overall dimensions and configuration of the Goods and the arrangement;
- (b) comply with the technical and functional requirements in Schedule A – Specifications of Goods and Scope of Services; and
- (c) any other documents or things required to illustrate, describe or depict the preliminary design and the conformity of same with the technical and functional requirements of Schedule A – Specifications of Goods and Scope of Services.

Detailed Design Meeting:

- (a) Time For Preparation: Not later than 15 days after the City has authorized the Contractor to commence with the detailed design the Contractor shall prepare and submit to the City a complete detailed design;
- (b) Detailed Design Review: The Contractor shall participate in a design review and a pre-supply, delivery and installation meeting with the City. The design review should cover all design documents. The City shall review and accept, where appropriate, the design documents, or any portion thereof; and
- (c) Design Documents: Design documents means all the design documents provided by Contractor and accepted by the City pursuant to the Agreement including, without limitation, those for use in constructing the Goods, performing the work, and the rendering of the Goods fully operational, and shall include, without limitation, detailed plans, drawings, specifications, manuals, and related materials prepared by or on behalf of Contractor. The design documents shall describe with specificity all elements, details, components, materials, and other information necessary for the complete construction of the Goods and the rendering of the Goods fully operational for its intended purposes, which Goods, if produced in accordance with such design documents, shall satisfy all testing, permitting, qualifications, certifications, validations, and obtaining regulatory approvals by all applicable regulatory authorities required to render the Goods and all their respective components operational and functionally and legally useable for their intended purposes.

4. TIME

- 4.1 Time is of the essence.

5. PURCHASE PRICE

- 5.1 As payment for the performance of the Contractor's obligations under this Agreement, the City will pay to the Contractor, the sum of the prices set out in Schedule B – Quotation

Extracts (the "Purchase Price(s)), inclusive of GST and PST. Payment by the City of the Purchase Price will be full payment for the Goods and Services and the Contractor will not be entitled to receive any additional payment from the City.

- 5.2 The Purchase Price will be the entire compensation owing to the Contractor for the complete performance of the Goods and Services under this Agreement and this compensation will cover and include all profit and all costs of supervision, labour, material, equipment, transportation, delivery and installation, overhead, financing and all other costs and expenses whatsoever incurred by the Contractor in performing the supply, delivery and installation of the Goods and Services.
- 5.3 For greater certainty, costs of general management, non-technical supporting services and general overhead are deemed to be covered by the Fees and will not be subject to additional payment by the City. The Fees shall also include without limitation all costs of boxing, packing, crating, and loading and unloading the Goods at the prescribed destination.
- 5.4 The Purchase Price will be in Canadian funds, F.O.B. Destination, Freight Prepaid to the Delivery Location.

6. PAYMENT

- 6.1 Subject to any contrary provisions set out in Schedule B, to Attachment 1, the Contractor will submit a monthly invoice to the City requesting payment of the portion of the Fees and Disbursements relating to the Goods and Services provided in the previous month. Invoices should include the Contractor's name, address and telephone number, the City's purchase order number **< insert purchase order or contract reference number >**, the Contractor's invoice number, the names, charge-out rates and number of hours worked in the previous month of all employees of the Contractor that have performed Services during the previous month; the percentage of Services completed and Goods delivered at the end of the previous month; the total budget for the Goods and Services and the amount of the budget expended to the date of the invoice; taxes (if any); and grand total of the invoice.
- 6.2 If the City reasonably determines that any portion of an invoice is not payable, then the City will so advise the Contractor.
- 6.3 The City will pay the portion of an invoice which the City determines is payable within 30 days of the receipt of the Invoice, except the City may hold back from payments 10% of the amount the City determines is payable to the Contractor until such time as the Contractor provides its final report to the City.
- 6.4 If the Contractor offers the City a cash discount for early payment, then the City may, at the City's sole discretion, pay the portion of an Invoice which the City determines is payable at any time after receipt of the Invoice.
- 6.5 If the Contractor is a non-resident of Canada and does not provide to the City a waiver of regulation letter, the City will withhold and remit to the appropriate governmental authority the greater of:
 - (a) 15% of each payment due to the Contractor; or
 - (b) the amount required under applicable tax legislation.

7. USE OF WORK PRODUCT

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

8. PERSONNEL AND SUBCONTRACTORS

- 8.1 The Contractor will provide only personnel who have the qualifications, experience and capabilities to provide the Goods and perform the Services.
- 8.2 The Contractor will provide the Goods and Services using the personnel and sub-contractors as may be listed in the Quotation, and the Contractor will not remove any such listed personnel or sub-contractors from the Services without the prior written approval of the City.
- 8.3 If the City reasonably objects to the performance, qualifications, experience or suitability of any of the Contractor's personnel or sub-contractors then the Contractor will, on written request from the City, replace such personnel or sub-contractors.
- 8.4 Except as provided for in Section 8.2, the Contractor will not engage any personnel or sub-contractors, or sub-contract or assign its obligations under this Agreement, in whole or in part, without the prior written approval of the City.
- 8.5 The Contractor will preserve and protect the rights of the City with respect to any Services performed under sub-contract and incorporate the conditions of this Agreement into all sub-contracts as necessary to preserve the rights of the City under this Agreement. The Contractor will be as fully responsible to the City for acts and omissions of sub-contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

9. LIMITED AUTHORITY

- 9.1 The Contractor is not and this Agreement does not render the Contractor an agent or employee of the City, and without limiting the above, the Contractor does not have authority to enter into any contract or reach any agreement on behalf of the City, except for the limited purposes as may be expressly set out in this Agreement, or as necessary in order to provide the Goods and Services. The Contractor will make such lack of authority clear to all persons with whom the Contractor deals in the course of providing the Goods and Services. Every vehicle used by the Contractor in the course of providing the Goods and Services shall identify the Contractor by name and telephone number.
- 9.2 The Contractor is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City will not control or direct the details, means or process by which the Contractor performs the Services. The Contractor will determine the number of days and hours of work required to properly and completely perform the Services. The Contractor is primarily responsible for

performance of the Goods and Services and may not delegate or assign any Services to any other person except as provided for in Section 8.4. The Contractor will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-contractors.

10. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

- 10.1 Except as provided for by law or otherwise by this Agreement, the Contractor will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of the provision of the Goods or performance of the Services and this Agreement, and will not, without the prior express written consent of the City, publish, release, disclose or permit to be disclosed any such information to any person or corporation, either before, during or after termination of this Agreement, except as reasonably required to complete the Goods and Services.
- 10.2 The Contractor acknowledges that the City is subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia and agrees to any disclosure of information by the City required by law.
- 10.3 The Contractor agrees to return to the City all of the City's property at the completion of this Agreement, including any and all copies or originals of reports provided by the City.

11. WARRANTIES

- 11.1 The Contractor warrants that the Goods shall be free from defects in design, materials, workmanship and title, shall conform in all respects to the terms of this Agreement, shall be fit and suitable and perform satisfactorily for the purposes and under the conditions made known to the Contractor by the City or which were reasonably inferable. The Goods shall be at least equal to the higher of national standards or codes (such as, by way of illustration, CSA or ASTM), or standards and codes customarily applicable at the place where the City will use the Goods. The Goods shall be of the best quality, if no quality is specified. This general warranty is independent of and without prejudice to any specific warranty or service guarantee offered by the Contractor or third party manufacturer or supplier of the Goods in connection with the purpose for which the Goods were purchased. The Contractor shall assign to the City any warranty or service guarantee offered by a third party manufacturer or supplier of the Goods. Notwithstanding this assignment, if at any time up to one year from the date of delivery or installation (if applicable) the City determines the Goods or any part do not conform to these warranties, the City shall notify the Contractor within a reasonable time after such discovery, and the Contractor shall then promptly correct such nonconformity at the Contractor's expense. Goods used to correct a nonconformity shall be similarly warranted for one year from the date of installation. The Contractor's liability shall extend to all liabilities, losses, damages, claims and expenses incurred by the City caused by any breach of any of the above warranties.
- 11.2 The Contractor warrants and guarantees that Goods and Services delivered under this Agreement do not infringe any valid patent, copyright or trademark, foreign or domestic, owned or controlled by any other corporation, firm or person, and agrees to indemnify and save harmless the City and all of its elected and appointed officials, officers, employees, servants, representatives and agents (collectively the "Indemnitees"), from and against any and all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) by reason of any claim, action or

litigation arising out of any alleged or actual infringement of any patent, copyright or trademark, foreign or domestic, relating to the Goods and Services supplied under this Agreement.

12. MARKETABLE TITLE

- 12.1 The Contractor warrants that it has or will at the time of the transfer of title as described in Section 13 have good and marketable title to the Goods, free and clear of all liens, restrictions, reservations, encumbrances or claims of any kind and that it will defend the City's title to the Goods. In the event of the Contractor's failure to meet this condition, the Contractor will, on written notice from the City, forthwith return all monies paid by the City on account of the Goods and in addition the City may by written notice terminate this Agreement without liability, and in such event, in addition to the above, the Contractor will be liable for any and all expenses or losses incurred by the City resulting from such failure.

13. TRANSFER OF TITLE

- 13.1 Title and all other property rights in and to all tangible personal property, and in and to all parts of tangible personal property that are or are intended to be part of the Goods or are otherwise provided to the Delivery Location by or on behalf of the Contractor under this Agreement, including all consumables, products, materials, equipment, tools, supplies and other items, but not the risk of loss with respect to such tangible personal property, the risk of which will remain with the Contractor until such time as specified in Section 14, will pass to the City free and clear of all encumbrances at the time the Goods are delivered to the Delivery Location.

14. RISK OF LOSS

- 14.1 Risk of loss with respect to the Goods will remain with the Supplier 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 Contractor from any obligations under this Agreement.

15. INSURANCE AND DAMAGES

- 15.1 The Contractor will indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons which any of the Indemnitees incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Contractor of any obligation of this Agreement, or any wrongful or negligent act or omission of the Contractor or any employee or agent of the Contractor.
- 15.2 The indemnities described in this Agreement will survive the termination or completion of this Agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Indemnitees.
- 15.3 The Contractor will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this Agreement the following insurances in forms and amounts acceptable to the City from insurers licensed to conduct business in Canada:

- (a) commercial general liability insurance on an occurrence basis, in an amount not less than five million (\$5,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Contractor, its employees and agents. The insurance will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and operators liability, broad form products and completed operations, owners and contractors protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability, broad form loss of use, personal injury, and incidental medical malpractice. The City will be added as additional insured;
- (b) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than three million (\$3,000,000) dollars per occurrence for bodily injury, death and damage to property; and
- (c) contractors' equipment insurance in an all risks form covering construction machinery and equipment used for the performance of the Services.

15.4 The Contractor will provide the City with evidence of the required insurance prior to the commencement of this Agreement. Such evidence will be in the form of a completed certificate of insurance acceptable to the City. The Contractor will, on request from the City, provide certified copies of all of the Contractor's insurance policies providing coverage relating to the Services, including without limitation any professional liability insurance policies. All required insurance will be endorsed to provide the City with thirty (30) days advance written notice of cancellation or material change restricting coverage. To the extent the City has an insurable interest, the builder's risk policy will have the City as first loss payee. The Contractor will be responsible for deductible amounts under the insurance policies. All of the Contractor's insurance policies will be primary and not require the sharing of any loss by the City or any insurer of the City.

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

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

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

16. CITY RESPONSIBILITIES

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

complete or accurate. The Contractor will assume all risks that the information is complete and accurate, and the Contractor will advise the City in writing if in the Contractor's judgment the information is deficient or unreliable and undertake such new surveys and investigations as are necessary.

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

17. DEFICIENCIES

- 17.1 The City shall have a reasonable time to inspect and to accept the Goods and Services. The City may reject any Goods or Services not in accordance with this Agreement, whether due to damage resulting from improper packing, loading, unloading or otherwise. The City shall notify the Contractor of rejection of the Goods whereupon the Goods will be held subject to the disposition by the Contractor. Any costs or expenses incurred by the City as a result of the rejection of the Goods or Services are, immediately upon written demand by the City, payable by the Contractor, and may be set off against any payments owing by the City to the Contractor.
- 17.2 The City may hold back from payments otherwise due to the Contractor up to 150% of a reasonable estimate, as determined by the City, on account of deficient or defective Goods or Services. This holdback may be held, without interest, until replacement Goods are received, or such deficiency or defect is remedied.

18. DEFAULT AND TERMINATION

- 18.1 In the event the Contractor does not deliver the Goods or perform the Services by the date specified in this Agreement, then:
- (a) the City reserves the right to terminate this Agreement, in whole or in part, and in the event of such termination no payment will be owing by the City on account of this Agreement and the Contractor will be liable for any and all expenses or loss resulting from such failure or delay and will return all monies paid by the City; or
 - (b) if the City does not terminate this Agreement for late delivery or performance, the City may deduct and setoff from any payments owing to the Contractor all additional costs the City reasonably incurs on account of the late delivery or performance.
- 18.2 The City may by written notice at any time cancel this Agreement with respect to Goods which, as of the date of cancellation, have not been shipped.
- 18.3 The City may at any time and for any reason by written notice to the Contractor terminate this Agreement before the completion of all the Goods and Services, such notice to be determined by the City at its sole discretion. Upon receipt of such notice, the Contractor will perform no further Goods and Services other than the work which is reasonably required to complete the Goods and Services. Despite any other provision of this Agreement, if the

City terminates this Agreement before the completion of all the Goods and Services, the City will pay to the Contractor all amounts owing under this Agreement for Goods and Services provided by the Contractor up to and including the date of termination, plus reasonable termination costs in the amount as determined by the City in its sole discretion. Upon payment of such amounts no other or additional payment will be owed by the City to the Contractor, and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Goods and Services not performed or other profit opportunities.

18.4 The City may terminate this Agreement for cause as follows:

- (a) If the Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or if a receiver is appointed because of its insolvency, the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Contractor or receiver or trustee in bankruptcy written notice; or
- (b) If the Contractor is in breach of any term or condition of this Agreement, and such breach is not remedied to the reasonable satisfaction of the City within 5 days after delivery of written notice from the City to the Contractor, then the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Contractor further written notice.

18.5 If the City terminates this Agreement as provided by Section 18.4 then the City may:

- (c) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Goods and 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 cost of completing the Goods and Services incurred by the City against any amounts owing to the Contractor under this Agreement, and at the completion of the Goods and Services pay to the Contractor any balance remaining; and
- (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.

19. CURING DEFAULTS

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

20. DISPUTE RESOLUTION

20.1 The parties will make reasonable efforts to resolve any dispute, claim, or controversy arising out of this Agreement or related to this Agreement ("Dispute") using the dispute resolution procedures set out in this Section.

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

- 20.3 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.
- 20.4 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.

21. WCB AND OCCUPATIONAL HEALTH AND SAFETY

- 21.1 The Contractor agrees that it shall, at its own expense, procure and carry, or cause to be procured, carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in the supply of the Goods and Services. The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for the Workers' Compensation Board coverage against any monies owing by the City to the Contractor. The City will have the right to withhold payment under this Agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of the Goods and Services have been paid in full.
- 21.2 The Contractor will provide the City with the Contractor's Workers' Compensation Board registration number and a letter from the Workers' Compensation Board confirming that the Contractor is registered in good standing with the Workers' Compensation Board and that all assessments have been paid to the date thereof prior to the City having any obligations to pay monies under this Agreement.
- 21.3 The Contractor agrees that it is the prime contractor for the Goods and Services as defined in 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 Goods and Services. That person will be the person so identified in Schedule B of this Agreement, and the Contractor will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.
- 21.4 Without limiting the generality of any other indemnities granted by the Contractor in this Agreement, the Contractor shall indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgements, penalties and proceedings (including all actual legal costs) which any of the Indemnitees incur, suffer or are put to arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.

- 21.5 The Contractor will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensations Act* and Regulations pursuant thereto.
- 21.6 The City may, on twenty-four (24) hours written notice to the Contractor, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person. However, in no case will the City be responsible to ascertaining or discovering, through inspections or review of the operations of the Contractor or otherwise, any deficiency or immediate hazard.
- 21.7 The Contractor understands and undertakes to comply with all Workers' Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations. All "Material Safety Data Sheets (MSDS)" shall be shipped along with the Goods and any future MSDS updates will be forwarded.

22. BUSINESS LICENSE

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

23. GENERAL PROVISIONS FOR GOODS

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

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

- 23.2 If this Agreement pertains to the fabrication, assembly or other processing of the Goods, representatives of the City shall be permitted free access at all reasonable times for the purpose of inspection, testing or obtaining information as to the progress of the fabrication, assembly or processing.
- 23.3 The City may require that shop drawings be submitted by the Contractor for review prior to the delivery of the Goods. The City may require that a qualified registered professional engineer stamp and approve a shop drawing prior to submission. Any review of shop drawings by the City will not relieve the Contractor from its obligation to deliver Goods in full compliance with all requirements of this Agreement.

24. COMPLIANCE

- 24.1 The Contractor will provide the Services in full compliance with all applicable laws, building codes and regulations.
- 24.2 The Contractor will, as a qualified and experienced practitioner, interpret applicable codes, laws and regulations applicable to the performance of the Services. If an authority having

jurisdiction imposes an interpretation which the Contractor could not reasonably have verified or foreseen prior to entering into this Agreement, then the City will pay the additional costs, if any, of making alterations so as to conform to the required interpretation.

25. JURISDICTION OF COUNCIL AND NON-APPROPRIATION

- 25.1 Nothing in this Agreement limits or abrogates, or will be deemed to limit or abrogate, the jurisdiction of the Council of the City in the exercise of its powers, rights or obligations under any public or private statute, regulation or by-law or other enactment.
- 25.2 The Contractor recognizes and agrees that the City cannot make financial commitments beyond the City's current fiscal year. The City will annually make bonafide requests for appropriation of sufficient funds to cover all payments covered by this Agreement. If City Council does not appropriate funds, or appropriates insufficient funds, the City will notify the Contractor of its intention to terminate or reduce the services so affected within 30 days 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.

26. WAIVER

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

27. APPLICABLE LAW

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

28. NOTICES

- 28.1 Any notice, report or other document that either party may be required or may wish to give to the other should be in writing, unless otherwise expressly provided for, and will be deemed to be validly given to and received by the addressee:
- (a) by hand, on delivery;
 - (b) by facsimile, on transmission; or
 - (c) by mail, five calendar days after posting.
- 28.2 The addresses for delivery will be as shown in the Quotation. In addition, the City may give notice to the Contractor by email at the Contractor's email address as shown in the Quotation, which email will be deemed to be validly given and received by the Contractor on transmission. The Contractor may not give notice to the City by email.

29. MERGER AND SURVIVAL

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

30. ENTIRE AGREEMENT

- 30.1 This Agreement, including the Schedules and any other documents expressly included by reference in this Agreement, contains the entire agreement of the parties regarding the provision of the Goods and Services, and no understandings or agreements, oral or otherwise, exist between the parties except as expressly set out in this Agreement. This Agreement supersedes and cancels all previous agreements between the parties relating to the Goods and Services.
- 30.2 In the event that the Contractor issues an invoice, packing slip, sales receipt, or any like document to the City, the City accepts the document on the express condition that any terms and conditions in it which constitute terms and conditions which are in addition to or which establish conflicting terms and conditions to those set out in this Agreement are expressly rejected by the City.

31. SIGNATURE

- 31.1 This Agreement shall be signed by a person authorized to sign on behalf of the Contractor.
- 31.2 This Agreement may be executed in or one or more counterparts all of which when taken together will constitute one and the same Agreement, and one or more of the counterparts may be delivered by fax transmission or as a PDF file.

32. RISK OF LOSS OR DAMAGE, TITLE

- 32.1 The Contractor will bear the risk of loss, theft, destruction or damage to the goods until delivered and accepted by the City at the destination.
- 32.2 Any loss or damage to the City property caused by the Contractor and its employees during delivery and installation shall be the responsibility of the Contractor. Subject to the City's right of inspection and return of the Goods, title and risk loss for any Goods ordered under this Contract will remain with the successful Contractor until the Goods are transferred to the FOB Destination stated.

33. UNSATISFACTORY PERFORMANCE

- 33.1 Where any equipment, and replacement equipment or component thereof covered under this Agreement is designated by the City of Surrey to be non-performing, not suitable for the intended environment, or to not meet the quality and standards set out by its intended use, within ninety (90) days of installation, the City will provide written notice to the Contractor. The Contractor will remove the installed equipment and put in place a suitable replacement, at the sole discretion of the City, without any additional cost to the City within five (5) business days.

33.2 The Contractor shall make service available on all Equipment, replacement Equipment and accessories and components thereof for the entire Term of this Agreement.

34. ENUREMENT

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

This Agreement is executed by the City of Surrey this _____ day of _____, 20__.

CITY OF SURREY

by its authorized signatory(ies):

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

This Agreement is executed by the Contractor this _____ day of _____, 20__.

<<NAME OF CONTRACTOR>>

I/We have the authority to bind the Contractor.

(Legal Name of Contractor)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

**SCHEDULE A
SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES**

**PROJECT TITLE: SUPPLY, DELIVERY AND INSTALLATION OF FITNESS EQUIPMENT –
FOR CLAYTON COMMUNITY CENTRE**

REFERENCE No.: 1220-040-2019-100

1. PURPOSE

The City of Surrey (the “City”) invites Quotations from experienced and qualified Contractors for the supply, delivery and installation of new, high quality, commercial grade fitness equipment (the “Goods and Services”) in accordance with the terms, conditions and specifications contained herein for the City’s Clayton Community Centre, located at 7155 – 187A street, Surrey, BC. The Contractor shall also provide dependable efficient service and ensure the Goods are ready for use upon installation. The Goods required but not limited to the items set out in Schedule A-1 – Fitness Equipment Schedule.

Additional details have been provided for information purposes only in Schedules A-2 to A-5.

2. BACKGROUND

To accommodate the growth in East Clayton and the development expected over the next few years in West Clayton, the City of Surrey is adding a new community hub in Clayton that integrates arts, library, recreation, and outdoor spaces in a single facility. Planning and concept design were completed in 2016. The Project is under construction, targeting completion in 2020.

The new Clayton Community Centre is designed as a Passive House certified building to recognize the goals of City of Surrey Sustainability Charter. As well as the goals of East and West Clayton community plan to create a more sustainable neighbourhood.

The new facility will include visual and performing arts components, a library and associated circulation management spaces, a gymnasium, fitness & weight rooms, preschool/daycare facilities, child minding space, youth gathering space, staff spaces and supporting infrastructure and spaces.

The landscaping will include both the facility outdoor spaces and innovative storm water management. Offsite servicing will include the construction of a new road and a sanitary sewer main line through the park to the south.

3. PROJECT STATUS & SCHEDULE OF WORK

The building is currently under construction. Based on the current construction schedule the facility is anticipated to be substantially completed by end of January 2020.

The supply, delivery and installation to be planned accordingly with provisions to accommodate site readiness and any changes in the schedule. It is anticipated that the

facility will be ready for the fitness equipment delivery and installation in February/March 2020. Schedule will be confirmed as the site progresses towards final completion.

4. SCOPE OF SERVICES

The Contractor will provide Goods and Services that include, but not limited to:

- a. skilled labour, materials, tools, equipment, accessories, and drawings required for the supply, delivery, unload and installation and commissioning of new Goods;
- b. new equipment engineered for commercial use, durable, heavy duty, easy to use and able to be used for approximately 16 hours per day, seven days per week in a public recreation setting;
- c. schedule of work showing key milestone dates: order of equipment, delivery time, assembly and installation, commissioning and testing, training and handing over of equipment;
- d. equipment assembly, placement, installation and commissioning shall be in accordance to manufacturer's specifications, recommendations and instructions;
- e. coordination as required with City's staff, the consultants' team, the general contractor and other trades onsite;
- f. preparation, submission and resubmission of equipment layout as required for review and approval by City's staff;
- g. submittal of equipment cut sheets and specifications;
- h. removal of all packaging debris, litter, and tools from the facility;
- i. implementation of required protection techniques and systems to avoid causing any damage to the facility or its surrounding during and after the delivery and placement of the Goods;
- j. complete testing and commissioning of the Goods by skilled and certified technicians prior to use;
- k. submittal of "as built" for the equipment layout both in CAD and in PDF files;
- l. submittal of O&M manuals including guarantees and warranty letters of each Good;
- m. on-site warranty repairs as required; and
- n. training for City's staff including service and support, as required.

5. FLOOR PLANS

To understand the space where Goods will be installed, selected floor plans have been included under Schedule A-2 to A-5.

Selected related drawings are provided for information and reference only.

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

6. EQUIPMENT SPECIFICATIONS / EQUIPMENT FEATURES

The Contractor warrants that the Goods shall:

- (a) Canadian Standards Association (CSA) certified;

- (b) be new and of recent manufacture, carrying full manufacturers', distributors' and installers' or suppliers' warranties unless otherwise required or permitted under this Agreement;
- (c) be of best commercial grade quality, durable, and easy to use;
- (d) be free from defects in design, materials, workmanship, faults and faulty operation, and free from latent defects;
- (e) conform in all respects to the terms of this Agreement, all applicable laws, Good Industry Practice, and all applicable manufacturers' recommendations;
- (f) be fit and suitable and perform satisfactorily for the purposes and under the conditions made known to the Contractor by the City or which were reasonably inferable;
- (g) be suitable for use in a recreation center environment;
- (h) for accessible equipment, provide options and suggestion on how to meet the needs of our clients that would benefit from our accessible equipment.
- (i) Equipment colours will be specified at the time of order;

7. GENERAL PRODUCT CATEGORIES

The product categories include, but not limited to the following:

- (a) **Cardio:** Treadmills, Treadmills with full length handrails, Elliptical/Cross Trainer, Stepper/Climber, Arc Trainer, Rower, Upright Bikes, Recumbent/Spin/Air Bikes, Ski and Arm Ergometer and Self-Powered Treadmill/Skillmill.
- (b) **Selectorized Machines/Cable Units:** 5-Stack Multi Station Cable Cross Over, Lat Pull, Seated Row, Hi/Low Pulley, 2-Stack Unit Lat Pull/Low Row, Chin/Dip Assist, Chest Press Unilateral, Mid Back Row Unilateral, Seated Hamstring Curl Unilateral, Leg Press, Cable Motion Trainer/Free Motion Trainer, Utility Rack,
- (c) **Selectorized Circuit Line with Lighter Stacks/Short Shrouds/Wheelchair Accessible:** Chest Press, Chest Fly, Hi Pull/Lat Pull, Mid Back Row, Leg Press, Dual Cable Cross.
- (d) **Free Weights/Benches:** 2 or 3 Tier Saddle Dumbbell Rack, Adjustable Benches Flat/Incline, Set of Urethane Dumbbells 5 to 50 lbs., Set of Urethane Dumbbells 55 to 75 lbs., EZ Curl Barks Fixed Set, Preacher Curl Bench, Barbell Rack, Fixed Barbell Set 20-100 lbs., Mats, TRX Suspension Trainers.

The City may remove or add product categories based on its operational requirements.

8. STAFF TRAINING AND INSTRUCTION

After installation and set-up, the Contractor shall provide qualified training personnel to instruct facility staff until they are familiar and competent in the operation and daily maintenance of the Goods. Unless otherwise stated, this cost will be included in the purchase price(s).

9. IN-SERVICE TRAINING

Contractor should provide customized instructional training program to include, but not limited to:

- a minimum two (2) hours interactive in-service training session at no cost to the City. The session will teach City staff how to use the equipment correctly, identify the basic parts/components of each piece, what to watch for regarding trouble shooting, understanding common error messages, and will provide an itemized list of needed cleaning supplies and clearly outline the necessary cleaning schedule and procedures for each piece of equipment provided;
- training City staff on uses, features, and functioning of equipment within two (2) weeks of installation;
- training City staff on the maintenance of the provided equipment within two (2) weeks of installation;
- training City staff on correct methods to move provided equipment safely;
- testing and exercise protocols of equipment; and
- proper operation of the equipment and the recommended routine preventative maintenance procedures.

10. SERVICE AND REPAIRS

The continuous operation of safe and dependable equipment is vital to business operations. It is essential that the Contractor have a history and is in a present position to provide prompt parts and service.

The Contractor should have a local service depot(s), vehicles, and a reasonable amount of representative parts in inventory to have equipment fully repaired in accordance with the original equipment manufacturers performance standards and repairs and service should be completed 3-5 days following initial contact. Response time to the City's initial contact should be no more than 24 hours to schedule services. The Contractor shall ensure that all parts and materials used will be new and conform to the original equipment manufacturers specifications. In order to better serve the City, it is the City's preference that the Contractor have a 24hr. service line.

Service and repairs should be performed during the City's normal business hours 8:00 a.m. to 6:00 p.m., 7 days per week, including most Statutory holidays.

11. PRODUCT SAMPLES

The City may request product samples, at its sole discretion, for testing and evaluation to ensure that the Goods meet the City's preferred requirements and are suitable for their purpose.

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

12. UPGRADES

The Contactor should release, at regular intervals, Good model operating system upgrades, which will include firmware releases, software upgrades and security hot fixes to the extent provided in the ordinary course of business to its customers.

The Contractor should use a Contractor or manufacturer certified technician, at no additional cost to the City, to install upgrades and features.

The City, at its sole option, may choose to direct the Contractor not to upgrade the unit of Equipment with a manufacturer recommended change.

For the unit of Good where the Contractor is performing an upgrade, including patch or fix, or installation work, the Contractor will ensure:

- (a) that the City is aware of the procedures that it needs to perform to have any databases on a unit of the Good:
 - (i) backed up immediately prior to the Contractor beginning installation of any upgrade;
 - (ii) successfully restored;
- (b) functionality of the data, the enabling solution and features are verified; and
- (c) a fallback plan approved by the City to restore the original configuration is in place.

13. RESPONSE TIME

Throughout the duration of the equipment warranty period, the Contractor should have the ability to perform local service/repair on the supplied Goods.

The Contractor should:

- (a) provide a guaranteed telephone response time to the City within a maximum of two (2) hours from the time a service call is initiated;
- (b) provide authorized service repair and must have access to stock parts that breakdown with frequency to ensure that equipment malfunctions are diagnosed within a twenty-four (24) hour period; and
- (c) have the Good fully repaired in accordance with original equipment manufacturers performance standards within a maximum of forty-eight (48) hours following diagnosis.

Services are to ensure safe and dependable operation of the equipment at all times. All repairs shall be made on site with the City's Facility where the Good resides with minimal disruption to operations and customers.

14. DOCUMENT REQUIRED UPON DELIVERY OF GOODS

Contractor should provide the following documentation upon delivery:

- Copy of Purchase Order and Original Invoice(s).

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

The Contractor should maintain a catalogue of replacement parts and make it available to the City and/or the City's equipment maintenance contractor.

15. SERVICE MANUALS AND ACCESSORIES

The Contractor should provide telephone support and a toll-free phone number for placing service calls. The Contractor should have the ability to receive service calls and provide service support after hours or on weekends. Travel and labour-time for the service calls placed after normal hours, on weekends and on holidays, if and when requested by the City, will be charged a rate corresponding to Schedule B, Section B-2, Table 1 – Schedule of Labour Rates.

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

16. TECHNICAL SUPPORT

- (a) The Contractor should provide hard copies of all manuals and owners guide of Fitness Equipment and warranty information with each new piece of equipment including, if available, all spare parts, video tapes, CDs, DVDs, and soft copies of owner's manuals and service manuals to the City.
- (b) The Contractor should obtain, have on file, and make available to the City's maintenance personnel and equipment maintenance contractor all operational and service manuals, schematics, parts list, etc., which are necessary to meet the performance requirements of the Agreement. The location and listing of the service data manuals, by name, and/or the manuals themselves are to be provided to the City facility coordinator upon request.

17. DISPOSAL OF WASTE AND OTHER MATERIALS

The Contractor should maintain and leave the facility in a tidy condition and free from the accumulation of waste products, packaging materials and debris.

Upon completion of installation and inspection, the Contractor should remove all surplus products, tools, packaging and equipment relating to the delivery and installation of the Goods.

The Contractor is responsible and accountable for the disposal of all excess and scrap materials in an environmentally friendly manner.

The Contractor is solely responsible for any and all damages done, or regulations violated in the disposal of waste materials and for any other actions that the Contractor performs.

18. NO GUARANTEE OF WORK

The Goods and Services will be ordered by the City solely on an “as and when required” basis. The aggregate value of Goods and Services which may be ordered is conditional upon the needs of the City. No compensation will be accrued, owed or paid to any Contractor in the event that the Goods and Services are not ordered. The parties agree that the City may not place any orders for Goods and/or Services with the Contractor for the duration of the term of the Agreement. The parties agree that the City may purchase identical or similar Services from any other source.

SCHEDULE A-1 – FITNESS EQUIPMENT SCHEDULE

Zone Classification	Equipment Description	Estimated Quantity
Cardio zone	Treadmills	8
	Elliptical	4
	Stairmill	2
	Recumbent Bike	4
	Eco upright bike	4
	Upright Bike	2
	S Fore Performance Trainer	2
	Spin Bike	23
Weight zone	Rowers	2
	chest press	1
	shoulder press	1
	seated leg curl	1
	seated leg press	2
	pectoral fly	1
	Lat pull-down	1
	Lateral X	2
	Dual Cable Free Motion	2
	Squat Rack	2
	1/2 Squat Rack	1
	Assisted Pullup/Tricep Dip	1
	Ergometer	1
	Push Sled	1
	Slam balls	6
TRX	15	
	Accessible Equipment (provide options)	6
Free weight Zone	Benches (Adjustable flat/incline)	8
	Flat Benches	2
	Two Tier Dumbbell Rack	4
	dumbbells (30-55lbs)	2
	dumbbells (7-30 lbs)	3
	dumbbells (60-75 lbs)	1
	Olympic FTD 1500lb Test Olympic Bar	4
	Weighted barbells Umax Set of 8	2
Plate Weights	45lb	10
	35lb	10
	25lb	10
	10lb	10
	5lb	10
	2.5lb	4
	Spin	2
	Jungle Gym	1
	Synergy	1
Free Zone (2)	Kettle bells Umax Kettle bells 1 x 15lb,25lb,35lb,40lb,45lb, 50lb	6
	Plyo Boxes Stak - Power-Plyo Box Starter Set	2
	Battle Rope	2

NOTE: The quantities above are estimates only and may be increased or decreased based on the City's requirements.

**SCHEDULE A-2
CLAYTON COMMUNITY CENTRE ARCHITECTURAL PLANS (SELECTED PLANS. FOR
INFORMATION PURPOSES ONLY)**



Schedule A-2
CCC_IFC_Architectur

**SCHEDULE A-3
CLAYTON COMMUNITY CENTRE SPIN ROOM ARCHITECTURAL REVISIONS (FOR
INFORMATION PURPOSES ONLY)**



Schedule A-3
CCC_IFC_Architectur

**SCHEDULE A-4
CLAYTON COMMUNITY CENTRE ELECTRICAL PLANS (SELECTED PLANS FOR
INFORMATION PURPOSES ONLY)**



Schedule A-4
CCC_IFC_Electrical_S

**SCHEDULE A-5
CLAYTON COMMUNITY CENTRE UPPER FLOOR ROOM DATA PLAN (FOR INFORMATION
PURPOSES ONLY)**



Schedule A-5
CCC_Upper_Floor_R



SCHEDULE B – FORM OF QUOTATION

RFQ Title: **Supply, Delivery and Installation of Fitness Equipment – Clayton Community Centre**

RFQ No: 1220-040-2019-100

CONTRACTOR

Legal Name: _____

Contact Person and Title: _____

Business Address: _____

Business Telephone: _____

Business Fax: _____

Business E-Mail Address: _____

CITY OF SURREY

City Representative: Richard D. Oppelt, Manager, Procurement Services

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

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

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

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

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

Section	Requested Departure(s) / Alternative(s)

4. The City requires that the successful Contractor have the following in place **before providing the Goods and Services**:

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

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

Requested Departure(s) / Alternative(s)

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

Technical and Functional Specifications/Requirements Response

6. The Contractor should complete and include with their Quotation the City's Fitness Equipment Response Schedule worksheet.

The Fitness Equipment Response Schedule worksheet may be viewed and/or obtained at the link noted below. Printing will be the sole responsibility of the Contractor.

7. Each Quotation should be accompanied by a set of the “Contractor’s Specifications” consisting of a detailed description of the Good proposed and to which Good should conform. Computer run-off sheets are not preferred as descriptive literature. The specifications should indicate size, type, model, and make of all component parts and equipment.
8. In addition to the warranties provided in the Agreement, this Quotation includes the following warranties:

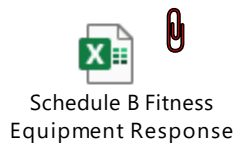
9. I/We have reviewed the RFQ Attachment 1 – Agreement – Goods and Services. If requested by the City, I/we would be prepared to enter into that Agreement, amended by the following departures (list, if any):

Section	Requested Departure(s) / Alternative(s)
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10. The Contractor acknowledges that the departures it has requested in Section 7 of this Quotation will not form part of the Agreement unless and until the City agrees to them in writing by initialing or otherwise specifically consenting in writing to be bound by any of them.
11. The Contractor offers to supply to the City of Surrey the Goods and Services for the prices plus applicable environmental levies and taxes as follows:

A. Price and Delivery Schedule

The **Schedule B - Fitness Equipment Response Schedule**, can be downloaded from the spreadsheet embeded below. (Right Click on Paper clip Icon to Open)



The Contractor should not submit unbalanced prices.

Note:

- (a) The Contractor will provide complete data substantiating compliance of proposed items with requirements stated in the solicitation, including:
 - i. Product identification, including manufacturer’s name
 - ii. Manufacturer’s literature identifying
 - o Product description
 - o Reference standards (if any)
 - o Performance or test data (if any)

- (b) The Contractor to Include specifications, photos and supporting literature of the equipment you are bidding on.

SUPPLY, DELIVERY AND INSTALLATION OF GOODS

12. The Contractor will supply, deliver and install the Goods that meet the specifications set out in Schedule A – Specifications of Goods and Scope of Services of the Agreement.

The Contractor will complete and deliver to the Delivery Location each Good in accordance with the following schedule:

Equipment	Delivery Date	Installation Date
Cardio Zone		
Weight Zone		
Free Weight Zone		
Plate Weights		
Free Zone (2)		

B. Separate Pricing:

13. The following is a list of separate prices. The separate price(s) are an addition to the Quotation Price as set out in Section 1.A above and do not include applicable sales taxes. DO NOT state a revised Quotation Price.

- (i) Options for equal alternative brands of same high-quality products; and
- (ii) Extended warranty.

C. Force Account Labour and Equipment Rates

14. Contractor should complete the following tables setting out the all-inclusive hourly labour rates including overhead and profit for requested on-call support repair services. (use the spaces provided and/or attach additional pages, if necessary):

Table 1 – Hourly Labour Rate Schedule For Service:

Labour Category	Straight Time/hr (Plus GST)	Overtime Rate/hr (Plus GST)
.1 Certified Technician	\$	\$
.2 Apprentice	\$	\$
.3 Helper	\$	\$

Table 2 – Hourly Equipment Rate Schedule:

No.	Equipment Description	Hourly Equipment Rate
		\$
		\$
		\$

D. Payment Terms

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

Technical and Functional Specifications/Requirements Response

15. Contractor to provide detailed information to demonstrate that the Good proposed is commercial grade quality, cardio and movement equipment. It is the Contractor's responsibility to provide evidence that substantiates that the product they are proposing under each category meets or exceed the commercial grade quality standard.

16. Good(s) proposed shall be suitable for daily use (high volume recreation setting) and must be adaptable for all users with emphasis on options that accommodate people over 300lbs, elderly and people with mobility issues.

Have you included information on the suitability of the equipment as part the submission?
____ Yes ____ No

17. Contractors are to include with their Quotation a letter issued by the manufacturer of the product(s) they are proposing, certifying that the Contractor is fully authorized to sell, service and provide warranty support for the proposed Goods.

Have you included information on the suitability of the equipment as part the submission?
____ Yes ____ No

18. All Describe all environmental "Green" certification, innovations in manufacturing, and any other benefits that contribute to the overall best value of the equipment proposed. (Provide any available information regarding the origin of the equipment and if recycled materials were used in the manufacturing process.)

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

20. **Equipment Durability and Lifespan:** Only commercial grade quality equipment designed for steady use on a daily basis is suited for our environment. Provide your equipment durability and lifespan details.

21. **Functionality:** Equipment to be biomechanically sound, adaptable to diverse customer base (experience, body size, training and rehab needs). Please advise how your solutions match these requirements.

Experience, Reputation and Resources

22. Contractor's relevant experience and qualifications in the supply, delivery and installation of Goods and Services similar to those required by the RFQ. (use the spaces provided and/or attach additional pages, if necessary):

23. Performance History: Provide the number of Goods similar to the proposed Goods delivered in the past five years, including timeframes for delivery. Provide a copy of recall notices issued for the proposed model during the previous five years along with the number of affected Goods in service.

24. Key Personnel: Contractors should identify and provide the background and experience for the key personnel that would perform the Contractor's work, outlining the intended roles in meeting the requirements.

Preference may be given to a Contractor and proposed personnel that demonstrates knowledge and experience involving the successful design, delivery and installation of the Goods. Each Contractor should make clear in their Quotation its relevant knowledge and experience and that of its proposed personnel.

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

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

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

Training and Support Services, On-Call Support and On-Site Service, Parts Support and Warranty:

27. Training and Support Services. Contractors should provide a description of the general approach and methodology that the Contractor would take in performing the training and support services:

28. On-Call Support and On-Site Service.

- (a) What technical and engineering support could the Contractor provide to the City? Please include location these services will be provided and how the City's needs will be addressed in critical times. Please include the breadth and depth of the support.

- (b) What technical and engineering support could be provided by the original equipment manufacturer (OEM) that supports the major components in each Good? Please provide letters of assurance from OEM's, if possible.

- (c) What and how would technical liaison and field services will be supplied to the City by the Contractor?

- (d) How field service team member's abilities, experience, and qualifications could meet the City expectation of a high level of support?

29. Replacement Parts Support:

It is expected that the Contractor provide or able to provide all requested replacement parts for the service life of the Goods.

Contractors should:

- (a) Identify the location of the parts provider the Contractor now maintains or agrees to establish and the hours of operation. Please identify the parts providers that OEM suppliers of major components within North America that will support the supply chain of components on the Goods.

- (b) Describe how the Contractor's parts supply team member's abilities, experience and qualifications will meet the City's expectation of high level of support.

- (c) State what parts the Contractor will carry in its parts service centre or directly supported through a North American supply chain by other parties or Original Equipment Manufacturers.

- (d) Contractor should provide information on their approach to meeting the City's service and preventative maintenance requirements.

30. Provide a description of the procedure for training the end user in a newly acquired Goods operation, including maintenance training.

31. Provide concise description of proposed training on equipment care and use including daily maintenance checks & cleaning instructions for City staff and equipment maintenance contractor.

32. Provide information if City Staff can perform preventative maintenance device without voiding the warranty and information how training would be provided.

33. Additional Warranties:

(i) For each Goods proposed, include details of any additional warranty(ies) offered. This information should include length of warranty, various types of warranty, including parts and service covered.

(ii) Contractor to state when warranty does not apply or becomes void on each piece of Goods.

34. Preventative Maintenance Provided by the Contractor during Warranty Period:

(i) Provide information on what is included in a Preventative Maintenance Service.

(ii) All costs associated with Preventative Maintenance. During the warranty period, it is the responsibility of the Contractor.

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

This Quotation is offered by the Contractor this _____ day of _____, 201__.

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)