



REQUEST FOR QUOTATIONS

Title: Console Stations

Reference No.: 1220-040-2020-002

FOR THE SUPPLY OF GOODS AND SERVICES

(General Services)
Issue Date: December 20, 2019

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REQUEST FOR QUOTATIONS

1. INTRODUCTION

The City of Surrey (the "City") invites contractors to provide a quotation on the form attached as Schedule B 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 two (2) copies (three (3) 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 **January 16, 2020**. 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: 1220-040-2020-002

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

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

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 (if any) and perform the 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. INFORMATION MEETING

An information meeting may be hosted by the City Representative to discuss the City's requirements under this RFQ (the "**Information Meeting**"). While attendance is at the discretion of Contractors, Contractors who do not attend will be deemed to have attended the Information Meeting and to have received all of the information given at the Information Meeting. At the time of issuance of this RFQ a meeting has been scheduled as follows:

Date: **January 9, 2020**
Time: **10:00AM**
Location: **R.C.M.P. Headquarters Building**
14355 – 57th Avenue, Surrey, B.C.
Meet in Main Lobby Area

Please allow extra time for travel as it might be difficult to find a parking space.

Note #1: No transcript or report of information meeting will be provided.

Note #2: There will be an Attendance Sign-In Sheet.

Attachment No. 1 - AGREEMENT – GOODS AND SERVICES

Reference RFQ Title: Console Stations

RFQ No.: 1220-040-2020-002

THIS AGREEMENT dated for reference this ____ day of _____, 2020.

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;
- (c) "City" means the City of Surrey;
- (d) "Contractor" means a contractor whose Quotation has been accepted by the City and who is providing the Goods and Services under this Agreement;
- (f) "Fees" means the price set out in Schedule B to Attachment 1, for the provision of the Goods and Services, unless otherwise agreed by the parties in writing, and includes all taxes;
- (g) "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;
- (h) "Indemnitees" has the meaning described in Section 11.2;
- (i) "RFQ" means the Request for Quotations;
- (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;
- (k) "Term" has the meaning described in Section 3.1; and

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) the RFQ; and
- (d) other terms, if any, that are agreed to by the parties in writing.

- 1.3 The following attached Schedules are a part of this Agreement:
Schedule A – Specifications of Goods & Scope of Services
Schedule B – Quotation

2. GOODS AND SERVICES

- 2.1 The Contractor covenants and agrees with the City to provide the Goods and Services in accordance with this Agreement. The Goods and Services provided will meet the specifications and scope set out in Schedule A, to Attachment 1, and as described in Schedule B, to Attachment 1.
- 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.

3. THE WORK - START / COMPLETION DATES

- 3.1 The *Contractor* will perform all *Goods and Services* and provide all labour, equipment and material and do all things strictly as required by the *Agreement*.
- 3.2 The *Contractor* will commence the *Goods and Services* in accordance with the *Notice to Proceed*. The *Contractor* will proceed with the *Goods and Services* diligently, will perform the *Goods and Services* generally in accordance with the construction schedules as required by the *Agreement* and will achieve *Substantial Performance* of the *Goods and*

Services on or before _____ subject to the provisions of the Agreement Documents for adjustments (May 30, 2020) to the *Agreement Time*.

The building facility manager has advised the City that the provisional substantial completion date is May 30, 2020.

4. TIME

4.1 Time shall be of the essence of the Contract.

5. FEES

5.1 The City will pay the Fees to the Contractor in accordance with this Agreement. Payment by the City of the Fees will be full payment for the Goods and Services and the Contractor will not be entitled to receive any additional payment from the City.

5.2 For greater certainty, costs of general management, non-technical supporting services and general overhead are deemed to be covered by the Fees and will not be subject to additional payment by the City. The Fees shall also include without limitation all costs of boxing, packing, crating, and loading and unloading the Goods at the prescribed destination.

6. PAYMENT

6.1 Subject to any contrary provisions set out in Schedule B, 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.

Invoices will be submitted by the Contractor by mail to:

Name: _____

Address: _____

- 6.5 Unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of Canada.
- 6.6 If the Contractor is a non-resident of Canada and does not provide to the City a waiver of regulation letter, the City will withhold and remit to the appropriate governmental authority the greater of:
- (a) 15% of each payment due to the Contractor; or
 - (b) the amount required under applicable tax legislation.

7. USE OF WORK PRODUCT

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

8. PERSONNEL AND SUBCONTRACTORS

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

9. LIMITED AUTHORITY

- 9.1 The Contractor is not and this Agreement does not render the Contractor an agent or employee of the City, and without limiting the above, the Contractor does not have authority to enter into any contract or reach any agreement on behalf of the City, except for the limited purposes as may be expressly set out in this Agreement, or as necessary in order to provide the Goods and Services. The Contractor will make such lack of authority clear to all persons with whom the Contractor deals in the course of providing the Goods and Services. Every vehicle used by the Contractor in the course of providing the Goods and Services shall identify the Contractor by name and telephone number.
- 9.2 The Contractor is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City will not control or direct the details, means or process by which the Contractor performs the Services. The Contractor will determine the number of days and hours of work required to properly and completely perform the Services. The Contractor is primarily responsible for performance of the Goods and Services and may not delegate or assign any Services to any other person except as provided for in Section 8.4. The Contractor will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-contractors.

10. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

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

11. WARRANTIES

- 11.1 The Contractor warrants that the Goods shall be free from defects in design, materials, workmanship and title, shall conform in all respects to the terms of this Agreement, shall be fit and suitable and perform satisfactorily for the purposes and under the conditions made known to the Contractor by the City or which were reasonably inferable. The Goods shall be at least equal to the higher of national standards or codes (such as, by way of illustration, CSA or ASTM), or standards and codes customarily applicable at the place where the City will use the Goods. The Goods shall be of the best quality, if no quality is specified. This general warranty is independent of and without prejudice to any specific warranty or service guarantee offered by the Contractor or third party manufacturer or supplier of the Goods in connection with the purpose for which the Goods were

purchased. The Contractor shall assign to the City any warranty or service guarantee offered by a third party manufacturer or supplier of the Goods. Notwithstanding this assignment, if at any time up to one year from the date of delivery or installation (if applicable) the City determines the Goods or any part do not conform to these warranties, the City shall notify the Contractor within a reasonable time after such discovery, and the Contractor shall then promptly correct such nonconformity at the Contractor's expense. Goods used to correct a nonconformity shall be similarly warranted for one year from the date of installation. The Contractor's liability shall extend to all liabilities, losses, damages, claims and expenses incurred by the City caused by any breach of any of the above warranties.

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

12. INSURANCE AND DAMAGES

- 12.1 The Contractor will indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons which any of the Indemnitees incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Contractor of any obligation of this Agreement, or any wrongful or negligent act or omission of the Contractor or any employee or agent of the Contractor.
- 12.2 The indemnities described in Sections 11.2, 12.1 and 18.4 will survive the termination or completion of this Agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Indemnitees.
- 12.3 The Contractor will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this Agreement the following insurances in forms and amounts acceptable to the City from insurers licensed to conduct business in Canada:
- (a) commercial general liability insurance on an occurrence basis, in an amount not less than five million (\$5,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Contractor, its employees and agents. The insurance will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and operators liability, broad form products and completed operations, owners and contractors protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent

employers liability, broad form loss of use, personal injury, and incidental medical malpractice. The City will be added as additional insured;

- (b) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than three million (\$3,000,000) dollars per occurrence for bodily injury, death and damage to property; and
- (c) contractors' equipment insurance in an all risks form covering construction machinery and equipment used for the performance of the Services.

- 12.4 The Contractor will provide the City with evidence of the required insurance prior to the commencement of this Agreement. Such evidence will be in the form of a completed certificate of insurance acceptable to the City. The Contractor will, on request from the City, provide certified copies of all of the Contractor's insurance policies providing coverage relating to the Services, including without limitation any professional liability insurance policies. All required insurance will be endorsed to provide the City with thirty (30) days advance written notice of cancellation or material change restricting coverage. To the extent the City has an insurable interest, the builder's risk policy will have the City as first loss payee. The Contractor will be responsible for deductible amounts under the insurance policies. All of the Contractor's insurance policies will be primary and not require the sharing of any loss by the City or any insurer of the City.
- 12.5 The Contractor acknowledges that any requirement by the City as to the amount of coverage under any policy of insurance will not constitute a representation by the City that the amount required is adequate and the Contractor acknowledges and agrees that the Contractor is solely responsible for obtaining and maintaining policies of insurance in adequate amounts. The insurance policy coverage limits shall not be construed as relieving the Contractor from responsibility for any amounts which may exceed these limits, for which the Contractor may be legally liable.
- 12.6 The Contractor shall place and maintain or cause any of its sub-contractors to place and maintain, such other insurance or amendments to the foregoing policies as the City may reasonably direct.
- 12.7 The Contractor hereby waives all rights of recourse against the City for loss or damage to the Contractor's property.

13. CITY RESPONSIBILITIES

- 13.1 The City will, in co-operation with the Contractor, make efforts to make available to the Contractor information, surveys, and reports which the City has in its files and records that relate to the Goods and Services. The Contractor will review any such material upon which the Contractor intends to rely and take reasonable steps to determine if that information is complete or accurate. The Contractor will assume all risks that the information is complete and accurate, and the Contractor will advise the City in writing if in the Contractor's judgment the information is deficient or unreliable and undertake such new surveys and investigations as are necessary.
- 13.2 The City will in a timely manner make all decisions required under this Agreement, examine documents submitted by the Contractor and respond to all requests for approval made by the Contractor pursuant to this Agreement.

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

14. DEFICIENCIES

14.1 The City shall have a reasonable time to inspect and to accept the Goods and Services. The City may reject any Goods or Services not in accordance with this Agreement, whether due to damage resulting from improper packing, loading, unloading or otherwise. The City shall notify the Contractor of rejection of the Goods whereupon the Goods will be held subject to the disposition by the Contractor. Any costs or expenses incurred by the City as a result of the rejection of the Goods or Services are, immediately upon written demand by the City, payable by the Contractor, and may be set off against any payments owing by the City to the Contractor.

14.2 The City may hold back from payments otherwise due to the Contractor up to 150% of a reasonable estimate, as determined by the City, on account of deficient or defective Goods or Services. This holdback may be held, without interest, until replacement Goods are received or such deficiency or defect is remedied.

15. DEFAULT AND TERMINATION

15.1 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.

15.2 The City may by written notice at any time cancel this Agreement with respect to Goods which, as of the date of cancellation, have not been shipped.

15.3 The City may at any time and for any reason by written notice to the Contractor terminate this Agreement before the completion of all the 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.

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

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

15.5 If the City terminates this Agreement as provided by Section 15.4 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.

16. CURING DEFAULTS

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

17. DISPUTE RESOLUTION

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

17.2 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.

17.3 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.

- 17.4 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.

18. WCB AND OCCUPATIONAL HEALTH AND SAFETY

- 18.1 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.
- 18.2 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.
- 18.3 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.
- 18.4 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.
- 18.5 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.

18.6 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.

18.7 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.

19. BUSINESS LICENSE

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

20. GENERAL PROVISIONS FOR GOODS

20.1 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"

20.2 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.

20.3 The City may require that shop drawings be submitted by the Contractor for review prior to the delivery of the Goods. The City may require that a qualified registered professional engineer stamp and approve a shop drawing prior to submission. Any review of shop drawings by the City will not relieve the Contractor from its obligation to deliver Goods in full compliance with all requirements of this Agreement.

21. COMPLIANCE

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

21.2 The Contractor will, as a qualified and experienced practitioner, interpret applicable codes, laws and regulations applicable to the performance of the Services. If an authority having jurisdiction imposes an interpretation which the Contractor could not reasonably have verified or foreseen prior to entering into this Agreement, then the City will pay the additional costs, if any, of making alterations so as to conform to the required interpretation.

22. JURISDICTION OF COUNCIL AND NON-APPROPRIATION

- 22.1 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.
- 22.2 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.

23. WAIVER

- 23.1 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.

24. APPLICABLE LAW

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

25. NOTICES

- 25.1 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.
- 25.2 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.

26. MERGER AND SURVIVAL

26.1 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.

27. ENTIRE AGREEMENT

27.1 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.

27.2 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.

28. SIGNATURE

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

28.2 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.

29. ENUREMENT

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

This Agreement is executed by the City of Surrey this _____ day of _____, 2020.

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 _____, 2020.

<<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: Console Stations

Project Address: 14355 – 57 Avenue,
Surrey, British Columbia
V3X 1A9

1. PURPOSE

The City of Surrey (the “City”) invites experienced and qualified Contractor(s) to provide all skilled labour, tools, materials and equipment to plan, supply, deliver and install console stations in the Operational Communications Centre at the Surrey Royal Canadian Mounted Police (the “RCMP”) Main Detachment.

Estimated Budget: Maximum \$130,000.00 inclusive of taxes.

Goods and Services to be performed by the Contractor should include but are not limited to the following:

- To provide the planning, design, supply, delivery and installation of five (5) Dispatcher Console Stations [more or less] in the Operational Communications Centre that matches or exceeds the below minimum specifications that will meet the City’s needs. The City intends to award to a Contractor which in the opinion of the City, represents the best overall value.

NOTE: The above-noted number of positions are only approximate and may increase or decrease depending on the City’s requirements and determination of the final floor plans/layouts.

The City’s emergency communications centre poses unique challenges and demands. Unlike in an office environment, staff are required to manage multiple monitors and additional ancillary electronics.

Additionally, the Goods are utilized 24 hours per day/7 days per week by different employees with different physical sizes and needs. With this in mind, only Goods specifically designed and engineered for emergency communications centre environments will be acceptable.

General office furniture will not be acceptable.

2. SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES

For the purposes of this RFQ, the following enhancements are mentioned to assist the Contractor in developing a response. The listing provided in this RFQ is a strong example of what will be required to accomplish the supply, delivery and installation of the Goods and Services. Once the project is awarded, the City will work with the preferred Contractor to develop the sizing, floor layout, number of Goods in the final design. Fixed numbers and equipment types shall be identified prior to the approved final design. Please provide budgetary cost projections in your Quotation based on the information provided in this RFQ.

The emergency communications centre is currently under renovations. The arrangement of Goods in the new centre is intended to support specific operational functionality and must be adhered to as closely as the goods design permits.

The Contractor should submit preliminary drawings that depict the size and dimensions of their proposed Goods.

The Goods system(s) procured through this RFQ must be constructed of durable materials that have been proven for durability in the 24-hour use environment of an emergency communications dispatch centre. Capability for monitors and keyboard platforms should be electronically height adjustable to permit safe, ergonomic usage by multiple users. Standard office furniture will not be acceptable in this installation.

The Goods and Services proposed should be expected to meet all appropriate industry standards.

Contractors should quote a baseline configuration as part of their Quotation. The baseline equipment must include all required components, for example task lights, comfort control systems, CPU storage, drawer/storage features, integrated cable management, and any other features that should be provided. Components should be described and quoted by Contractors as separate line items.

The Goods proposed to be supplied should have a proven record of use within the harsh 24-hour operating environment of an emergency communications dispatch centre, specifically of similar size to this request.

Contractor should submit with their Quotation a floor plan to scale, showing a representation of each item being proposed.

Perspective drawings should be provided in your Quotation with dimensions of height, width, and depth in order to determine acceptability.

All accessories being proposed should be shown in your perspective drawings.

Contractor should provide a general description of the following features:

1. Stability – Function
2. Surface Angles (ability to make adjustments)
3. Monitor Surface Angles
4. Individual adjustments
5. Materials (core construction materials)
6. CPU Storage
7. Electrical requirements
8. Cable management
9. Storage
10. Ergonomics
11. Lighting

The specifications below are not to be considered restrictive, but rather a general description of the Goods and Services required.

The specifications include but not limited to:

- Full 24/7 ergonomic, dispatch desks
- Sit Stand workstations with the capacity of 1200N to 2500N per lift column (This pertains to lift capacity vs. the weight of the equipment on the desks)
- Dual surface for monitors (1) and keyboard/mice (2) separation
- Fully adjustable monitors (forward/back, up/down and side to side)
- Cable management systems
- Integrated large screen display capabilities with the ability to hold up to 6 monitors (2 of which are 32" curved monitors – supplied by the City)

Fit and finish options (specifically: panels on the desks that close off the cable management systems to keep dust reduced and reduce noise from mechanics and computers. Personalized controls like temperature control and situational awareness lighting)

Any products that have been specified by the City are to establish a grade and/or quality. The Contractor may submit an alternate which is equivalent.

3. DELIVERY /LEAD TIME/ INSTALLATION:

Contractors should present their best lead times to design, manufacture, deliver and install the Goods. Shipping should be direct to the facility, inside delivery, unless otherwise advised. Only the manufacturer's installers or their trained and authorized dealers experienced with the working environment of a public safety dispatch centre shall assemble and install the Goods.

A post installation walkthrough will be required with the installation superintendent in order to ascertain full compliance to the final floor plan, Goods design and materials supplied. Goods training may be required upon completion of the installation.

Any inconsistencies will be noted and must be scheduled for completion prior to final sign-off by the City's representative.

Time is of the essence for the Services. The delivery and installation should be completed **not later than May 30, 2020.**

At the time of submitting your Quotation, the Contractor shall submit:

Time Schedule indicating production, delivery and installation dates (refer to Schedule B-3)

Details of final delivery schedule and transportation arrangements to be coordinated with the City. Installation should be conducted in one phase.

Contractor's staff may be escorted. Possession of security clearance is not required for this purchase. Contractor's staff may not enter nor provide any Goods or perform and Services on-site where protected or classified information is kept, without an escort provided by the City or RCMP.

4. UNIT PRICING

- Pricing should be shown on the attached Schedule B - Quotation Form, F.O.B. Destination, Freight Prepaid, delivered, installed and set-up. PST, GST to be shown separately.
- Unit cost per item shall include dealer mark-up, supply, delivery, packing, crating, insurance while in transit, cartage costs, installation, warranty and any other charges.
- Unit prices shall be based on costs up to and including complete installation including, the cleaning, removal of waste materials and/or rubbish.
- In the event of a discrepancy between unit prices and extended prices, the unit price shall govern.
- Each unit price shall be the basis of payment for both additions and deletions.

5. MANUFACTURERS

- The use of a specific manufacturer's name is to convey the requirements, type, character and quality of the Goods desired and is not meant to restrict Contractors.
- All Goods submitted for review shall be of equivalent or higher quality than the products listed in the specifications and be similar in appearance and finish.
- Any Goods which the City in its sole discretion, determines to be comparable to that specified shall be considered. Contractors quoting on alternatives should submit the following in order to be considered:
 - Illustrated literature and manufacturer's technical detailed product specifications;
 - A detailed comparison of any deviations from the specifications.

Material samples and patterns, digital or otherwise would be strongly preferred. Example: Finishing panel material, color options and desk top pattern samples. The Goods samples may be provided to the City at no cost. Color selection will be provided to the Contractor once available options are made available. 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.

6. VERIFICATIONS

The Contractor:

- Shall be responsible for the verification of model numbers.

- Shall be responsible for confirming site dimensions for furniture fit and shall provide accurate shop drawings for any fixed furniture, if required.
- **Colors/Finishes:** The City reserves the right to change colours or finishes within the same price level prior to placement of final order.

7. RISK OF LOSS OR DAMAGE (PURCHASED FURNISHINGS) TITLE

- All goods remain at the risk of the Contractor until installed and accepted by the City at the designated destination.
- The City is not responsible for any risk of loss or damage to equipment supplied pursuant to a Quotation until clear and unrestricted title to such equipment is transferred to the City. Clear and unrestricted title will pass to the City upon the date of acceptance.

8. PROPOSED SOLUTION

- 8.1** Due to the nature of the Goods and Services being acquired, particularly the usability and functionality of the Goods given the working environment, Contractors should provide solution(s) by utilizing the dispatch floor plans provided

The City has established the following general set of requirements:

- Provide an overview of the proposed solution and design layout for console stations and ability to make use of the allotted work area; this should address what you propose to do and how you propose to do it;
- Provide configuration details on Console Stations and size, taking into consideration the best utilization of space provided. (Optimization – Efficiency – Effectiveness)
- Provide a description of proposed console stations. i.e. size, manufacturer, type
- Manage the floor space to illustrate ease of access and flexibility in an emergency operations environment
- Describe how the proposed console stations can be customized and easily reconfigured and adjusted to suit individual preferences and ergonomics.
- Describe the ability of the proposed stations to support emerging work-space alternative approaches such as: team spaces, carbon footprint etc....
- Describe accessory options including but not limited to, task and indirect lighting, monitor arms, pedestal and lateral file/storage cabinets for personalized effects.
- Provide hard copy and electronic drawings showing a plan view, a front view back and side elevations of each console station.

The Goods should be able to accommodate a variety of computer communication, display, and operator interface devices and include ventilation and wire management capabilities.

All products should be finished with low-emitting volatile organic compounds. Any components related to the Goods and Services must be supplied by the Contractor who will be responsible for all elements.

8.2 Quality of Goods:

The assembled components will be uniform in quality, style, material, workmanship and clean and free from any defects that may affect the appearance, use of, serviceability or safety.

8.3 Planning/Design/Layout

The design of the Goods should address the functional, ergonomic of the particular working environment while complying with accepted human factor design and ergonomic standards for viewing distance, keyboard height, angle, and knee-well space.

The Goods should be modular, reconfigurable and with an independent steel frame structure or be of a unified frame construction with an integrated panel system. Design should facilitate future equipment retrofits and full reconfigurations without requiring any major modification and be designed for a 24/7/365 operation environment.

8.4 Delivery, Handling and Storage of Materials

- Each delivery is subject to inspection and approval. In the event any goods are properly rejected, Contractor is responsible for all costs and risk associated with the rejected goods, before, during and after delivery. If any goods or services are rejected, the City reserves all rights, in addition to the right to terminate its agreement with the Contractor in respect of future deliveries. No disclaimer or limitation of liability contained in any document submitted by the Contractor to the City shall be effective, unless specifically agreed to by the City in writing.
- Storage areas will not be provided to the Contractor. The Contractor will be responsible to install the furnishing as outlined on Schedule A, section 2; no storage or demurrage costs will be incurred by the City.
- The Contractor shall commence deliveries of materials only after approval by City and shall use such access to the works of this project and at such times as the City may from time to time direct, especially where special set-up/installation equipment/processes are required.
- All deliveries shall be made to the site according to site regulations. The Contractor shall familiarize themselves with the building for parking/ loading access.
- Delivery and installation will normally be during business hours. The Contractor will be working in an area that is required to remain operational at all times (24/7/365) and will be expected to coordinate the work around these operations. All costs associated with the provision of after-hours work are to be borne by the Contractor.
- The Contractor shall take every precaution to protect all materials under this Contract from damage or loss from any cause whatsoever occurring.
- Contractor shall confirm with Manufacturer that all components have been shipped and an inventory shall be taken as the furniture is off-loaded.
- All crating and other debris **must** be removed from the premises and disposed of properly in non City containers.

- The Contractor will be solely responsible for correcting damage to premises resulting from the delivery and assembly process.

8.5 Maintenance

- The Contractor shall provide the City with one (1) copy of the Manufacturer's printed maintenance recommendations. These shall be on the Manufacturer's letterhead and accompanied by the Contractor's written acknowledgement of the procedures.

9. INSTALLATION REQUIREMENTS

- 9.1 The Contractor shall provide an efficient supervisor to be on site for 100% of duration of installation and/or employ experienced tradesmen and shall use their best skill and attention to expedite the work to satisfactory completion in strict accordance with the Contract Documents.
- 9.2 Before commencing installation of the furnishings, the Contractor shall review all details in connection with the installation with the City and ensure that drawings, specifications and quantities are up to date and in agreement with the City's intentions. The Contractor shall also provide their final installation schedule to City for review and approval prior to commencement.
- 9.3 All materials shall be delivered to the site with the Manufacturer's wrapping and labels and shall be marked clearly with location coding (to be provided prior to order) so that the installation crew can distribute easily.
- 9.4 No materials shall be delivered to the site without prior approval from the City.
- 9.5 All installation to be completed in accordance with the Manufacturer's instructions.
- 9.6 The Contractor shall be responsible for the following:
- Before commencing installation, the Contractor shall make arrangements to inspect the site with the City.
 - Maintaining the work in a neat, clean and workmanlike manner at all times.
 - Clean-up and removal of all debris attributed to the work as determined and as or when directed by the City into collection boxes provided and set up by the Contractor.
 - The Contractor shall be responsible at no additional cost to the City for the final clean-up to the satisfaction of the City of all work carried out under this contract.
 - If the Contractor fails to carry out any of his responsibilities above stated, after being instructed to do so by the City, the City may upon and after twenty-four (24) hours notice in writing, proceed to fulfill any and all of the responsibilities of the Contractor set out above, with the cost of such work being deducted from monies due to or becoming due to the Contractor.

- Any damages that may occur to the flooring, wall areas and ceiling, as well as to other equipment present on the premises, after the Contractor starts work and prior to the City's acceptance of that work, shall be the Contractor's responsibility.

9.7 Installation

- The Contractor shall perform the installation in accordance with the drawings, specifications and written instructions as may be provided by the City. To do so, the Contractor shall use only skilled tradesmen knowledgeable of all aspects and procedures of furnishings installation. The number of these tradesmen shall be sufficient to satisfy the City that the installation will proceed in accordance with a schedule drawn by the Contractor.
- Bring all furnishings to site and place on destination floor with original wrappings and labels.
- Remove wrapping, only when ready to install furnishings in location shown on drawings. This will not relieve the Contractor of his obligation to check against damage in-transit.
- Wrappings of furnishings shall be removed at time of installation only and shall be cleared from each area along with debris, as the installation progresses.
- Stockpile all debris and wrappings in one designated area so as to interfere with normal traffic flow.
- Remove all debris and wrappings from floors at the end of the day and carry outside of building and dispose of in a manner suitable to the City and/or Contractor. The Contractor to supply own garbage containers and be responsible for removal.
- Install all furnishings in accordance with Manufacturer's recommendations.
- All components shall be installed level, plumb, square and in proper alignment with adjoining furniture and in accordance with Manufacturer's installation procedures.
- Ensure that all drawers, hanging folder frames and all shelves and dividers are securely in place and ready to be used.
- Grease all operating mechanisms without excess.
- Any damage to furniture pieces during shipment or installation will be the responsibility of the Contractor and will be replaced at no extra charge to the City. The Contractor will identify delivery times for additional pieces to the City immediately.

For delivery: Elevator in the Occupational Communications Centre is located on the upper (2nd) floor.

10. ACCIDENTS; EQUIPMENT SAFETY

- Any and all accidents, regardless of how minor, involving another person, private property, or vehicle, shall be reported immediately to the Surrey R.C.M.P. and a report requested. The City shall also be contacted immediately and be provided a copy of any reports.

- The Contractor shall assume all responsibility for damages to property or injuries to persons, including accidental death, attorneys fee and costs of defence which may be caused by Contractor's performance of this Agreement, whether such performance be by itself, its subcontractor, or anyone directly or indirectly employed by Contractor or its subcontractors and whether such damage shall accrue or be discovered before or after termination of this Agreement.
- The Contractor's equipment operators shall maintain good safety and driving records and use extreme caution during the performance of the work.



SCHEDULE B

FORM OF QUOTATION



SCHEDULE B - QUOTATION

RFQ Title: Console Stations

RFQ No: 1220-040-2020-002

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 – Draft Agreement. 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.

SECTION B-1

Changes and Additions to Specifications:

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

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

Requested Departure(s) / Alternative(s) / Addition(s)

SECTION B-2

Fees and Payments

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

F.O.B. Destination Freight Prepaid	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.		Ship Via:
Item #	Item Name	Quantity	Total Amount
	The Contractor will provide all labour, plant, materials, tools and equipment necessary to supply, deliver, install: Console Workstations at RCMP Main Detachment – Operational Communications Centre Located at: 14355 – 57th Avenue Surrey, B.C. V3X 1A9 Dispatch Position Note: Overheads, General Conditions and Profit are to be included in the above amounts.	5	\$ _____
CURRENCY: Canadian		Subtotal:	\$
		GST 5%:	\$
		TOTAL QUOTATION PRICE:	\$

Warranty:
Leadtime:

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)

1. Contractor should provide information within their Quotation as to how their goods meets the preferred requirements stated within this RFQ.
2. Contractor should provide or highlight any additional features of their goods, not specifically mentioned in this RFQ, but may be desirable to have.

SECTION B-3

Time Schedule:

10. Contractors should provide an estimated schedule, with major item descriptions and times indicating a commitment to provide the Goods and perform the Services within the time specified (use the spaces provided and/or attach additional pages, if necessary).

MILESTONE DATES _____

ACTIVITY	SCHEDULE									
	1	2	3	4	5	6	7	8	9	10

SAMPLE

SECTION B-4

Key Personnel & Sub-Contractors:

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

Key Personnel

Name: _____

Experience: _____

Dates: _____

Project Name: _____

Responsibility: _____

12. 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>

SECTION B-5

Experience and References:

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

14. 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):

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

This Quotation is offered by the Contractor this _____ day of _____, 2020.

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)