



REQUEST FOR QUOTATIONS

Title: Courier and Internal Delivery Services

Reference No.: 1220-040-2022-070

FOR THE SUPPLY OF SERVICES

(General Services)

Issue Date: September 29, 2022

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REQUEST FOR QUOTATIONS

1. INTRODUCTION

1.1 Purpose and Scope

Through this request for quotations (the “**RFQ**”), the City of Surrey (the “**City**”) and the Surrey Library (the “**Library**”) is seeking competitive quotations (the “**Quotation**”) from qualified contractors (each a “**Contractor**”) who can provide the following courier and internal delivery services in one or more of the following categories:

- Civic facility courier services;
- Surrey Library courier services;
- Accessibility Services (Deliveries to Care Homes) – Surrey Libraries; and
- As and When Requested (on demand call in service).

All as more particularly described in Schedule A – Services (the “**Services**”). That schedule, with such modifications as may be agreed between the City, the Library, and the successful Contractor(s), will be incorporated into the agreement between the City and/or the Library and the successful Contractor(s).

1.2 Eligibility to Participate

Any interested party is eligible to participate in this RFQ.

The current provider of the City and Library’s courier and internal delivery services, Argus Carriers Ltd. is not precluded from submitting a Quotation in response to this RFQ. The current provider may have experience and knowledge that is not available to other interested parties. The City has endeavoured to make available to interested parties information in the City’s possession that the City has identified as relevant to the existing services agreement, except the City will not release any of the current provider’s confidential commercial information.

1.3 Objective of the RFQ

The primary objective of this RFQ is to procure Services for the City and Library to satisfy their needs as described in Schedule A – Scope of Services.

This RFQ process is to select one [or more] Contractors that will:

- (a) provide the City and Library with high quality Services, demonstrating value for money;
- (b) customizable & flexible services
- (c) provide consistent and timely delivery;
- (d) provide the City and Library with a robust online ordering system;
- (e) provide the City and Library with a responsive customer support and account management; and
- (f) work in cooperative manner with the City and Library, be flexible and innovative in providing quality Services.

1.4 Variations in Delivery of the Services

The City may consider Quotations that include:

A. Delivery of All or Portions of the Services.

The City is considering the following combinations of delivery options for the Services:

- (1) Option 1 – Daily courier and internal delivery services
- (2) Option 2 – Everything except reduction in Services to three (3) times per week.

B. Innovative Variations in the Delivery of the Services.

Option 3 – Innovative Variation. The City and Library seeks Quotations that afford the City or Library the most cost efficient, technically responsive Quotation for the acquisition of the Services. However, the City and Library recognize that there may be arrangements different from those requested in the RFQ that would afford additional benefits to the City and/or Library while satisfying the applicable requirements of this RFQ. Accordingly, you may submit an alternative Quotation(s) for consideration, which offer benefits in addition to the requested baseline Quotation. These alternatives will be reviewed in conjunction with the primary (baseline) approach for each Quotation.

- (a) Provide a comprehensive summary of the scope of services you will provide and detail setting out how you intend to provide the Services for this option 3;
- (b) How this solution will meet the needs of the City and the Library; and
- (c) Provide a financial proposal for this option.

Notes:

1. Additional pages may be added as necessary.
2. While there is no limit on the number of pages to be submitted, to facilitate the review process provide only relevant information.

2. ADDRESS FOR DELIVERY

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

The City will confirm receipt of emails. Quotations that cannot be opened or viewed may be rejected. A Contractor bears all risk that the City's receiving equipment functions properly so that the City receives the Quotation.

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

3. DATE

The City would prefer to receive Quotations on or before **October 27, 2022**, (the "Date").

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: Sunny Kaila, Manager, Procurement Services

E-mail: purchasing@surrey.ca

Reference No.: 1220-040-2022-070

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

Contractors finding discrepancies or omissions in the RFQ documentation or having doubts as to the meaning or intent of any provision should immediately notify the City Representative. If the City determines that an amendment is required to this RFQ, the City Representative will issue an addendum in accordance with section 5. No oral conversation will affect or modify the terms of this RFQ not be relied upon by any Respondent.

5. ADDENDA

If the City determines that an amendment is required to this RFQ, the City Representative will issue a written addendum by posting it on the BC Bid Website at www.bcbid.gov.bc.ca (the "BC Bid Website") and the City Website at www.surrey.ca (the "City Website") that will form part of this RFQ. It is the responsibility of Contractors 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, Contractor is deemed to have received, accepted and understood the entire RFQ, including any and all addenda.

6. QUOTATION PRICE

The prices set out in the Contractor's Quotation will, applied in accordance with the terms as set out in Attachment 1 – Agreement – Services, represent the entire cost to the City for the complete performance of the Services, exclusive only of GST. The aggregate of such prices (collectively, the "**Quotation Price**") will be the Contractor's total price for the complete performance of the Services. The Quotation Price will be deemed to include:

- all costs for labour, equipment, fuel, fuel surcharge(s), insurance and materials included in or required for the performance of the Services, including all items which, while not specifically listed, are included in the performance of the

Services specifically or by necessary inference from the terms as set out in Attachment 1 – Agreement – Services.

- all overhead costs, including head office and on-site overhead costs, and all amounts for the Contractor's profit; and
- all costs required for compliance with all laws applicable to the performance of the Services.

7. NO CITY OBLIGATION

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 and Library may negotiate changes to any terms of a Quotation, including terms in Attachment 1 and Schedules A through B-1 (inclusive) and including prices, and may negotiate with one or more Contractors or may at any time invite or permit the submission of responses (including prices and terms) from other parties who have not submitted a Quotation.

8. FORM OF QUOTATION

A Quotation should be labelled with the Contractor's name, RFQ title and number.

To facilitate the evaluation of Quotations, a Quotation should be submitted in the form attached to this RFQ as Schedule B – Form of Quotation, and Schedule B-1 – Financial Quotation, including with respect to section numbering. All parts, pages, figures, and tables set out in a Quotation should be numbered and labeled clearly.

A Contractor should include in its Quotation a full response to each question or request for information set out in the RFQ, having regard to the form set out in Schedule B – Quotation.

The description of the Services as described in Schedule A – Scope of Services to Attachment 1 – Agreement – Services sets out the general common specifications and requirements of the City and Library. Without limiting the generality of the foregoing, a Contractor should prepare a Quotation that meets the preferred specifications / requirements, and may as it may choose, in addition, also include services, or terms that exceed the preferred requirements.

9. ACCEPTANCE

A Quotation will be an offer to the City and Library which the City or Library 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 or Library 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 1 – Quotation Agreement – Services.

10. 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 and Library or its representatives and contractors, relating to or arising from this RFQ. The City and Library and its representatives, agents, contractors, 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 other matter whatsoever, incurred by the Contractor in preparing and submitting a Quotation, or participating in negotiations for an agreement, or other activity related to or arising out of this RFQ.

11. CONTRACTOR'S QUALIFICATIONS

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

12. 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 or Library, its elected or appointed officials or employees. The City may rely on such disclosure.

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

Contractors and their agents will not contact any member of the City Council, the Library Board, or its employees, consultants, representatives and others with respect to this RFQ, other than the City Representative, at any time prior to the award of a contract or the cancellation of this RFQ, and the City may, at its discretion, reject the Submission of any Contractor that makes any such contact.

14. 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 and Library are a "public body" defined by and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

15. 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.

16. MULTIPLE CONTRACTORS

The City and Library reserves the right and discretion to divide up the Services, either by scope, geographic area, or other basis as the City and Library may decide, and to select one or more preferred Contractors to enter into discussions with the City and Library for one or more agreements to perform a portion or portions of the Services. If the City and Library exercises its discretion to divide up the 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, Contractors Quotations may be reviewed on the basis of advantages and disadvantages to the City and Library that might result or be achieved from the City and Library dividing up the Services and entering into one or more agreements with one or more Contractors.

17. NO CLAIMS

Notwithstanding any other provision in this RFQ:

- (a) The City or Library need not necessarily consider the Quotation with the lowest Quotation Price, or any Quotation, and the City and Library 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 or Library considers to be in any way advantageous to it.
- (b) The City's or Library's acceptance of any Quotation is contingent on having sufficient funding for the purchase and achieving a mutually acceptable contract for the performance of the 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 Library 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 Library and its employees, directors, officers, advisors or representatives for any compensation of whatsoever nature or kind, including for loss of anticipated profits, loss of opportunity, indirect, incidental or consequential damages or losses if no contract between the Contractor and the City is entered into for the performance of the Services for any reason whatsoever, including in the event that the City and Library 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 or Library considers that all Quotations are priced too high, it may reject them all.

18. LIMITATION OF CITY LIABILITY

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

19. SERVICE VOLUMES

The Contractor(s) will be responsible to provide Services for all existing and any new sites. The projected number of sites to be serviced is as set out in Schedule A – Scope of Services under this RFQ and are based on historical data.

In addition to the existing sites the Contractor will work with the City or Library in developing a plan and a timeline to perform any new site(s).

The City and Library do not grant exclusivity, guarantee business or make any guarantee of the value or volume of work that may be assigned to the Contractor.

ATTACHMENT No. 1 – DRAFT QUOTATION AGREEMENT – SERVICES

COURIER AND INTERNAL DELIVERY SERVICES

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

Reference No.: 1220-040-2022-070

Purchase Order No.: _____

BETWEEN:

(the "Purchaser")

OF THE FIRST PART

AND:

(the "Contractor")

OF THE SECOND PART

WHEREAS the Purchaser wishes to engage the Contractor to provide the Services and the Contractor agrees to provide the Services in connection with:

Courier and Internal Delivery Services

THEREFORE in consideration of the premises and payment of one (\$1.00) dollar and other good and valuable consideration paid by each of the parties to the other (the receipt and sufficiency of which each party acknowledges), the parties hereby covenant and agree with each other as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following definitions apply:

- (a) **“Agreement”** means this agreement and all schedules attached hereto;
- (b) **“Contractor”** means the entity identified above as “Contractor”;
- (c) **“Contract Administrator”** means the person so designated by the City to administrate the Agreement, and to whom the Contractor shall contact in regards to any concerns and send all correspondence to, except where specifically stated otherwise herein;

- (d) **“Effective Date”** means the date first above written;
- (e) **“Fees”** has the meaning set out in section 7;
- (f) **“Indemnitees”** has the meaning described in section 10.1;
- (g) **“Purchaser”** means the entity above as either the City of Surrey or Surrey Library;
- (h) **“Services”** means any portion of the services as described generally in Schedule A – Scope of Services, that the Purchaser requests that the Contractor provide, including anything and everything required to be done for the fulfilment and completion of the services in accordance with this Agreement;
- (i) **“Term”** has the meaning set out in section 3.1; and
- (j) **“Time Schedule”** means the milestones and dates set out in section 4.

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

- (a) this Agreement;
- (b) Schedule B – Quotation Extracts
- (c) Schedule A – Scope of Services; and
- (d) other terms, if any, that are agreed to by the parties in writing.

2. SERVICES

2.1 The Purchaser hereby retains the Contractor to provide the Services as described generally in Schedule A, including anything and everything required to be done for the fulfillment and completion of this Agreement (the **“Services”**).

2.2 The Purchaser may from time to time, by written notice to the Contractor, make changes Services. The Fees will be increased or decreased by written agreement of the Purchaser and the Contractor according to the rates set out in Schedule B-1 – Financial Extracts of this Agreement.

2.3 The Contractor will, if requested in writing by the Purchaser, provide additional services. The terms of this Agreement will apply to any additional services, and the fees for additional services, and the time for the Contractor’s performance, will generally correspond to the fees and time of performance as maybe described in Schedule B – Quotation Extracts of this Agreement. The Contractor will not provide any additional services in excess of the Services requested in writing by the Purchaser.

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 Purchaser is relying on the Contractor’s

experience and expertise. The Contractor represents that it has the expertise, qualifications, resources, and relevant experience to perform the Services.

2.5 Annual Performance Review

2.5.1 At the end of each twelve (12) month period following the start of the Agreement, the Purchaser and the Contractor will engage in a performance review.

Performance will be measured based on:

- (a) damage to Purchaser's goods;
- (b) loss of goods in transit or not properly delivered to location;
- (c) pick-up and delivery delays;
- (d) completeness of the transport documentation, as applicable;
- (e) accuracy and effectiveness of logistics and communications; and
- (f) completeness, accuracy, and timeliness of invoices and reports.

2.6 Standards of Conduct

2.6.1 The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as required. The Purchaser reserves the right to direct the Contractor to remove an employee from the performance of the Services for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Purchaser.

2.7 Pandemic Restrictions

2.7.1 The parties acknowledge that this Agreement has been entered into during the on-going COVID-19 pandemic (the "Pandemic"). The Contractor advises that it is able to proceed with the Work under the Pandemic conditions and restrictions (collectively the "Pandemic Restrictions") as they exist as of the date of this Agreement. The parties acknowledge that Pandemic Conditions may change so as to cause unavoidable interruptions or interference to the Contractor's performance of the Services. The parties confirm:

- (a) notwithstanding the known existence of the Pandemic, Section 2.7 will apply to new Pandemic Restrictions, which arise after the date of this Agreement, whether anticipated or not, which reasonably interfere with the Contractor's performance of the Services, such that upon the Contractor giving required notice shall be entitled to an extension of the time to perform the Services, but shall not be entitled to reimbursement of any costs;
- (b) notwithstanding any such new Pandemic Restrictions, the Agreement will remain valid and in force, subject to the terms of the Agreement including, without limitation Section 23 (Workers' Compensation Board and Occupational Health and Safety); and

(c) if new Pandemic Restrictions occur that cause or threaten interruption of the Work the Contractor will give the Purchaser immediate notice, and a written plan of the interim steps the Contractor will take, if any, during the interruption of the Services, and when Pandemic Restrictions permit, provide the Purchaser with a written plan for the resumption of the Services.

3. TERM & OPTION TO RENEW

3.1 This Agreement commences on the Effective Date set out above and continues for a period of one (1) year, unless renewed, or terminated earlier, in accordance with this Agreement (the “**Term**”).

3.2 The Purchaser may, at its option, upon three (3) months prior written notice to the Contractor elect to renew this Agreement after the Initial Term on the same terms and conditions, save and except the Fees, for four (4) further periods of one (1) year each. If the Purchaser exercises its option(s) to renew, the Purchaser and the Contractor will negotiate in good faith the Fees for the renewal period in accordance with Schedule B-1 - Financial Extracts.

4. TIME

4.1 The Contractor acknowledges that time is of the essence with respect to the provision of the Services and accordingly the Contractor will provide the Services within the performance or completion dates or time periods (the “**Time Schedule**”) as set out in Schedule B – Quotation Extracts, or as otherwise agreed to in writing by the Purchaser and the Contractor. If at any time the Contractor discovers that the Time Schedule cannot be met it will immediately advise the Purchaser in writing and provide a revised Time Schedule.

5. PERSONNEL

5.1 Qualified Personnel

The Contractor will provide only professional personnel who have the qualifications, experience and capabilities to perform the Services.

5.2 Listed Personnel and Sub-Contractors

The Contractor will perform Services using the professional personnel and sub-contractors as may be listed in this Agreement and identified by the Contractor, and the Contractor will not remove any such listed personnel or sub-contractors from the Services without the prior written approval of the City.

5.3 Replacement of Personnel or Sub-Contractors

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.

5.4 Sub-Contractors and Assignment

Except as provided for in Section 5.2, 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.

5.5 Agreements with Sub-Contractors

The Contractor will preserve and protect the rights of the City with respect to any Services performed under sub-contract and incorporate the terms and 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.

6. LIMITED AUTHORITY

6.1 Agent of City

The Contractor is not and this Agreement does not render the Contractor an agent or employee of the Purchaser, and without limiting the above, the Contractor does not have authority to enter into any contract or reach any agreement on behalf of the Purchaser, except for the limited purposes as may be expressly set out in this Agreement, or as necessary in order to provide the Services. The Contractor will make such lack of authority clear to all persons with whom the Contractor deals in the course of providing the Services.

6.2 Contractor Vehicle Identification

Every vehicle used by the Contractor in the course of providing the Services shall identify the Contractor by name and telephone number and that it is a contractor to the Purchaser.

6.3 Independent Contractor

The Contractor is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The Purchaser 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 Services and may not delegate or assign any Services to any other person except as provided for in this Agreement. The Contractor will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-contractors.

7. FEES

7.1 The Purchaser will pay to the Contractor the fees as set out in Schedule B-1 – Financial Extracts (the “**Fees**”). Payment by the Purchaser of the Fees will be full payment for the

Services and the Contractor will not be entitled to receive any additional payment from the Purchaser.

- 7.2 For greater certainty, all applicable costs of general management, non-technical supporting services, licensing, insurance, general overhead, mobilization and demobilization, travel time, permits, licenses, maintenance of vehicles, fuel, fuel surcharge, mileage charges, driver, vehicles and equipment, and all other costs associated with the Services are deemed to be covered by the Fees and will not be subject to additional payment by the Purchaser.

8. PAYMENT

8.1 Subject to any contrary provisions set out in this Agreement:

- (a) Upon performance of the Services, the Contractor will submit a monthly invoice (each and "Invoice") to the Purchaser **electronically** to: surreyinvoices@surrey.ca and include the following information:
- (1) the Contractor's name, address and telephone number and GST number;
 - (2) the invoice number;
 - (3) the Purchaser's Purchase Order number for the Services;
 - (4) the names, charge-out rates and number of hours worked in the previous month of all employees of the Contractor and any subcontractors that have performed Services during the previous month;
 - (5) monthly detailed reports of activities including claims for lost or damaged goods;
 - (6) taxes, (if any); and
 - (7) grand total of the Invoice.
- (b) If the Purchaser reasonably determines that any portion of an Invoice is not payable then the Purchaser will so advise the Contractor.
- (c) The Purchaser will pay the portion of an invoice which the Purchaser determines is payable within 30 days of the receipt of the Invoice, except the Purchaser may hold back from payments 10% of the amount the Purchaser determines is payable to the Contractor until such time as the Contractor provides its final report to the Purchaser.
- (d) If the Contractor offers the Purchaser a cash discount for early payment, then the Purchaser may, at the Purchaser's sole discretion, pay the portion of an Invoice which the Purchaser determines is payable at any time after receipt of the Invoice.

8.2 Contractor Records

- 8.2.1 The Contractor will prepare and maintain proper records related to the Services, including records, receipts and invoices relating to the Services. On request from the Purchaser, the Contractor will make the records available open to audit examination by the Purchaser

at any time during regular business hours during the time the Contractor is providing the Services and for a period of six years after the Services are complete.

8.3 Non-Residents

8.3.1 If the Contractor is a non-resident of Canada and does not provide to the Purchaser a waiver of regulation letter, the Purchaser 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.

9. PURCHASER RESPONSIBILITIES

9.1 Purchaser Information

9.1.1 The Purchaser will, in co-operation with the Contractor, make efforts to make available to the Contractor information which the Purchaser has in its files that relate to the delivery of the 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 Purchaser in writing if in the Contractor's judgment the information is deficient or unreliable and undertake such new surveys and investigations as are necessary.

9.2 Purchaser Decisions

9.2.1 The Purchaser 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.

9.3 Notice of Defect

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

10. INSURANCE AND INDEMNITY

10.1 Indemnity

The Contractor will indemnify and save harmless the Purchaser and all of its elected and appointed officials, officers, employees, servants, representatives and agents (collectively the "**Indemnitees**"), from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons which any of the Indemnitees incur,

suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Contractor of any obligation of this Agreement, or any wrongful or negligent act or omission of the Contractor or any employee, agent or personnel of the Contractor.

10.2 Survival of Indemnity

The indemnity 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.

10.3 Contractor's Insurance Policies

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 Purchaser 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 Purchaser 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) Comprehensive Dishonesty, Disappearance and Destruction Bond for Commercial Business: Insurance covering loss of money, securities and other property which the insured and the Purchaser shall sustain, to an amount not less than Fifty Thousand (\$50,000.00) dollars for any one loss or in aggregate, resulting directly from fraudulent or dishonest act(s) committed by an employee or employees of the insured, acting alone or in collusion with others.

10.4 Insurance Requirements

- 10.4.1 The Contractor will provide the Purchaser 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 Purchaser. The Contractor will, on request from

the Purchaser, 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 Purchaser with thirty (30) days advance written notice of cancellation or material change restricting coverage. To the extent the Purchaser has an insurable interest, the builder's risk policy will have the Purchaser 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 Purchaser or any insurer of the Purchaser.

10.5 Contractor's Responsibilities

10.5.1 The Contractor acknowledges that any requirements by the Purchaser as to the amount of coverage under any policy of insurance will not constitute a representation by the Purchaser 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.

10.6 Additional Insurance

10.6.1 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 Purchaser may reasonably direct.

10.7 Waiver of Subrogation

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

11. TERMINATION

11.1 By the Purchaser

11.1.1 The Purchaser may at any time and for any reason by written notice to the Contractor terminate this Agreement before prior to the end of the Term, such notice to be determined by the Purchaser at its sole discretion. Upon receipt of such notice, unless otherwise requested by the Purchaser in writing, the Contractor will perform no further Services other than the work which is reasonably required to return the Purchaser's property to the Purchaser and effect the termination of this Agreement. Despite any other provision of this Agreement, if the Purchaser terminates this Agreement pursuant to this section, the Purchaser will pay to the Contractor all amounts owing under this Agreement up to and including the date of termination, plus reasonable termination costs in the amount as determined by the Purchaser in its sole discretion. Upon payment of such amounts no other or additional payment will be owed by the Purchaser to the Contractor and, for certainty, including but not limited to lost profits..

11.2 Termination for Cause

11.2.1 The Purchaser 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 Purchaser may, without prejudice to any other right or remedy the Purchaser 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 Contractor within 5 days after delivery of written notice from the Purchaser to the Contractor, then the Purchaser may, without prejudice to any other right or remedy the Purchaser may have, terminate this agreement by giving the Contractor further written notice.

11.2.2 If the Purchaser terminates this Agreement, then the Purchaser, without prejudice to any other right or remedy the Purchaser may have, may:

- (a) enter into agreements, as it in its sole discretion sees fit, with other persons to perform the Services;
- (b) withhold payment of any amount owing to the Contractor under this Agreement for the performance of the Services;
- (c) set-off the total costs incurred by the Purchaser against any amounts owing to the Contractor under this Agreement, and at the completion of the Services pay to the Contractor any balance remaining; and
- (d) if the total cost to complete the Services exceeds the amount owing to the Contractor, charge the Contractor the balance, which amount the Contractor will forthwith pay.

11.3 Curing Defaults

11.3.1 If the Purchaser determines that some portion of the Services has not been completed satisfactorily, the Purchaser may require the Contractor to correct such Services prior to the Purchaser making any payment without terminating this Agreement upon five (5) days written notice to the Contractor. In such event, the Purchaser will provide the Contractor with an explanation of the concern and the remedy that the Purchaser expects. The Purchaser may withhold from any payment that is otherwise due, an amount that the Purchaser in good faith finds to be under dispute, if the Contractor does not provide a sufficient remedy. The Purchaser may retain the amount equal to the cost to the Purchaser for otherwise correcting or remedying the Services not properly completed. The parties agree to act reasonably and diligently to remedy issues.

12. APPLICABLE LAWS, CODES, BYLAWS AND POLICIES

12.1 Applicable Laws

12.1.1 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia. The Purchaser and the Contractor accept the jurisdiction of the courts of British Columbia and agree that any action under this agreement be brought in such courts.

12.2 Codes, Bylaws and Policies

12.2.1 The Contractor will provide the Services in full compliance with all applicable laws, policies, procedures, instructions and regulations provided by the City.

12.3 Interpretation of Codes

12.3.1 The Contractor will, as a qualified and experienced professional, 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 Purchaser will pay the additional costs, if any, of making alterations so as to conform to the required interpretation.

12.4 Criminal Background Check

12.4.1 For any personnel (Contractor and Subcontractor) (including drivers providing pick-up/drop-off services) performing the Services, should satisfactorily pass a criminal background check. If at any time it becomes known that any personnel or subcontractors of the Contractor has a background in criminal activity that would prohibit working under this Agreement, the Purchaser can request the removal of the personnel or subcontractor from performing any Services. The cost for these criminal background checks is the responsibility of the Contractor.

13. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

13.1 No Disclosure

13.1.1 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 performance of the Services and this agreement, and will not, without the prior express written consent of the Purchaser, 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 Services.

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

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

13.2 Freedom of Information and Protection of Privacy Act

13.2.1 The Contractor acknowledges that the Purchaser is subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia and agrees to any disclosure of information by the Purchaser required by law.

13.3 Return of Property

13.3.1 The Contractor agrees to return to the Purchaser all the Purchaser's property at the completion of this Agreement.

14. WCB AND OCCUPATIONAL HEALTH AND SAFETY

14.1 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 Services. The Contractor agrees that the Purchaser 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 Purchaser to the Contractor. The Purchaser will have the right to withhold payment under this Agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of the Services have been paid in full.

14.2 The Contractor will provide the Purchaser 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 Purchaser having any obligations to pay monies under this Agreement.

14.3 The Contractor agrees that it is the prime contractor for the Services as defined in the *Workers Compensation Act*, R.S.B.C. 2019 c.1. The Contractor will have a safety program in place that meets the requirements of the Workers' Compensation Board Occupational Health and Safety Regulation and the *Workers Compensation Act*. As prime contractor, the Contractor will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the Services. That person will be the person so identified in this Agreement, and the Contractor will advise the Purchaser immediately in writing if the name or contact number of the qualified coordinator changes.

14.4 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.

- 14.5 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.
- 14.7 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.

Refer to Appendix 2 – Prime Contractor Designation (Letter of Understanding) for additional information.

Refer to Appendix 3 - Contractor Health & Safety Expectation – Responsibility of Contractors for additional information.

The Prime Contractor Designation (Letter of Understanding), attached as Appendix 2 to this Agreement, Contractor Health & Safety Expectation – Responsibility of Contractors, attached as Appendix 3 to this Agreement, form a part of and are incorporated into this Agreement.

15. BUSINESS LICENSE

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

16. DISPUTE RESOLUTION

- 16.1 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.
- 16.2 **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.
- 16.3 **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.

- 16.4 **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.

17. JURISDICTION OF COUNCIL AND NON-APPROPRIATION

- 17.1 Nothing in this Agreement limits or abrogates, or will be deemed to limit or abrogate, the jurisdiction of the Council of the City of Surrey in the exercise of its powers, rights or obligations under any public or private statute, regulation or by-law or other enactment.
- 17.2 The Contractor recognizes and agrees that the Purchaser cannot make financial commitments beyond the Purchaser's current fiscal year. The Purchaser will annually make bonafide requests for appropriation of sufficient funds to cover all payments covered by this Agreement. If City of Surrey's Council does not appropriate funds, or appropriates insufficient funds, the Purchaser 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 Purchaser, its officers and employees, from any responsibility or liability for the payment of any further amounts under this Agreement.

18. SECURITY OF DOCUMENTS AND PROPERTY

- 18.1 All property, materials, documents and all personal property of the Purchaser and the Purchaser's employees are to be left undisturbed and are not to be handled, read or otherwise used by the Contractor or the Contractor's employees. The Contractor shall consider all documents confidential. Any disclosure of confidential information or removal of Purchaser's property by the Contractor or the Contractor's employees shall be cause for immediate cancellation of this Agreement. Any liability, including but not limited to, attorney fees, arising from any action or suit brought against the Purchaser because of the Contractor's wilful or negligent release of information, documents or property shall be borne by the Contractor.

19. BUILDING SECURITY

- 19.1 **Keys/security system codes:** The Contractor will be provided with certain keys, access cards and security system codes for the purposes of accessing various Purchaser locations. The Contractor must not label the keys, access cards with the name of the Purchaser, make duplicate keys and shall take all care to prevent theft or loss of the keys and access cards. The Contractor shall provide a list of employee's name and addresses who are assigned or possess access cards, keys and security system codes. This list shall include the identification numbers of each access card, and key assigned. The Contractor shall provide and maintain a current record of all access cards, keys and provide it to the Contract Administrator within 72 hours of Notice to Proceed. The Contractor shall not reassign any keys, or access cards, without prior approval from the

Contract Administrator, or designate. All keys and access cards shall be returned upon the termination or cancellation of this Agreement. Failure to return keys and access cards to the Contract Administrator within three (3) business days will incur a fee of \$100.00 per day. The Contractor shall contact the Contract Administrator not later than 10:00 a.m. next day after discovery, of a lost or stolen key, or access card(s). The Contractor will be responsible for the cost of replacing lost or stolen or unaccounted for keys and/or access cards, including re-keying doors, gates or locks.

- 19.2 In the event a master key is lost or duplicated, the Purchaser will replace all locks and keys for that system and the Contractor shall pay the total cost of replacement.
- 19.3 Contractor shall use the keys and security system as properly instructed by the Contract Administrator. If additional alarm system training is required, Contractor shall submit a written request to the Contract Administrator. Training will be scheduled for a date and time acceptable to the Contract Administrator.
- 19.4 Charges due to responses to false alarms resulting from the Contractor's action or lack thereof will be deducted from the current monthly invoice or will be credited to a future invoice. This fee will be based on the current response fee charged to the Purchaser by the Purchaser's security services contractor or local law enforcement agency. Continued alarm responses by the security services contractor or local law enforcement agency due to Contractor's action or lack thereof will be considered a failure to perform and may lead to contract termination.
- 19.5 The Contractor shall be liable and responsible for any costs incurred in making changes to the security systems due to the Contractor's willful, negligent, or accidental release of security codes to unauthorized persons which results in breach of security or confirmed theft of goods or equipment owned by the Purchaser or its employees.
- 19.6 Building security and access: The Contractor will be responsible for the security of the building while working inside and for securing the facility upon departure. All exterior doors shall be kept closed and locked while work is being performed in or about the office and building area. All building exits shall be secured/locked upon arrival; no exterior exits shall be left unlocked or blocked open during the performance of the Services. Any exterior exit being used to deliver any goods and mail shall not be blocked open or left unattended. These security procedures shall be strictly followed.
- 19.7 Only the Contractor and its employees are authorized access to the facility. Once a building is locked, the Contractor's driver will not open doors to allow a person to enter. Only people with the appropriate access key, access card, security code and proper authorization shall be allowed in the building. Interior door security shall be maintained in the individual areas within the building. Any problems or questions dealing with individuals requesting access without an entrance key, access card or proper authorization or unauthorized people, theft or vandalism will be immediately reported by phone to the Purchaser's Corporate Security Manager.

19.8 The Contractor shall be allowed only in the areas specified in this Agreement. Some areas may be considered off limits to the Contractor. Contractor shall be notified of any such areas.

19.9 The Contractor’s employees shall leave the premises promptly upon completion of their work.

20. DAMAGES TO FINISHES AND APPURTENANCES

20.1 Building finishes or appurtenances soiled or damaged due to the Contractor's operations must be cleaned, repaired, replaced, or restored to a condition not less than that existing immediately prior to the damage and without cost to the Purchaser. Misuse or abuse of Purchaser’s property will be reason for action under the terms of this Agreement.

20.2 If property damage resulting from the Contractor's negligence has to be repaired and/or replaced by the Purchaser, the expense for such work shall be deducted from the monies due the Contractor. The Purchaser reserves the right to pursue claims for damages through any and/or all legal means available to the Purchaser.

20.3 Examples of type of damages – physical damage (e.g., poor handling, breakage, crushed, tears, rips, scratches and gouges, etc.

21. FUEL EMISSIONS DATA

21.1 The Contractor shall communicate the quantity of fuel (gasoline, diesel, natural gas, propane, and bio-fuel blends) used to operate vehicles, equipment, and machinery as part of the delivery of the Services “in scope” on a mutually agreeable basis. Fuel consumption associated with the provision of these Services must be provided to the Purchaser relating to the Services provided in the previous period, in the following sample format.

Sample Report:

P.O. Number	567932
Date Range	March 1 – September 15
Gasoline (litres)	1,200
Diesel (litres)	4,500
Prorated Based on	Service hours

Data provided should include the following information: litres of fossil fuels consumed in relation to the service delivered under the Agreement in each vehicle class, and the fuel type, for the Services provided in the previous period.

The Purchaser can provide direction, if necessary, to calculate this information.

22. GENERAL

22.1 Entire Agreement

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

22.2 Amendment

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

22.3 Contractor Terms Rejected

In the event that the Contractor issues an invoice, packing slip, sales receipt, or any like document to the Purchaser, the Purchaser 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 Purchaser.

22.4 Survival of Obligations

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

22.5. Cumulative Remedies

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

22.6 NOTICES

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

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

The addresses for delivery will be as shown in the Quotation. In addition, the Purchaser 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 Purchaser by email.

22.7 Unenforceability

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

22.8 Headings

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

22.9 Singular, Plural and Gender

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

22.10 Waiver

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

22.11 Signature

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.

22.12 Force Majeure

Neither party shall be liable to the other for failure or delay of performance hereunder due to causes beyond its reasonable control. Such delays include, but are not limited to, earthquake, flood, storm, fire, epidemics, acts of government, governmental agencies or officers, war, riots, or civil disturbances. The non-performing party will promptly notify the other party in writing of an event of force majeure, the expected duration of the event, and its anticipated effect on the ability of the party to perform its obligations, and make reasonable effort to remedy the event of force majeure in a timely fashion.

The performing party may terminate or suspend its performance under this Agreement if the non-performing party fails to perform its obligations under this Agreement for more than fifteen (15) consecutive calendar days. The Purchaser's payment obligations shall

be suspended automatically if it is denied access to the Services for more than five (5) hours in any twenty-four (24) hour period.

22.13 Enurement

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

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date first above written.

<<INSERT NAME OF PURCHASER>>

by its authorized signatory:

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

<<INSERT LEGAL 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)

APPENDIX 1 – CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Appendix forms part of the Agreement between City of Surrey (the "Public Body") and _____ (the "Contractor") respecting Courier and Internal Delivery Services – Request For Quotations #1220-040-2022-070 (the "Agreement").

WHEREAS:

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

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

1. The Contractor shall hold the Confidential Information in strict confidence recognizing that the Confidential Information, or any portion thereof, is comprised of highly sensitive information. The Contractor acknowledges that the disclosure or use of the Confidential Information, or any portion thereof, will cause the City substantial and irreparable harm and injury and the City shall have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure, and to such damages as there are occasioned by such unauthorized use or disclosure, and the Contractor hereby consents to the granting of such equitable and injunctive relief.
2. The Contractor shall not divulge or allow disclosure of the Confidential Information, or any part thereof, to any person or entity for any purpose except as described in this Agreement, unless expressly authorized in writing to do so by the City, provided however, the Contractor may permit the limited disclosure of the Confidential Information or portion thereof only to those of the Contractor's directors, officers, employees, and sub-contractors who have a clear and *bonafide* need to know the Confidential Information, and provided further that, before the Contractor divulges or discloses any of the Confidential Information to such directors, officers, employees, and sub-contractors, the Contractor shall inform each of the said directors, officers, employees, and sub-contractors of the provisions of this Agreement and shall issue appropriate instructions to them to satisfy the obligations of the Contractor set out in this Agreement and shall, at the request of the City, cause each of the said directors, officers, employees, and sub-contractors to execute a confidentiality agreement in a form satisfactory to the City, in its sole discretion.

3. The Contractor agrees not to use any of the Confidential Information disclosed to it by the City for its own use or for any purpose except to carry out the specific purposes designated by this Agreement.
4. The Contractor shall take all necessary precautions to prevent unauthorized disclosure of the Confidential Information or any portion thereof to any person, or entity in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include the highest degree of care that the Contractor utilizes to protect its own confidential information of a similar nature.
5. The Contractor shall notify the City in writing of any misuse or misappropriation of Confidential Information which may come to its attention.
6. The Contractor shall not mechanically or electronically copy or otherwise reproduce the Confidential Information, or any portion thereof, without the express advance written permission of the City, except for such copies as the Contractor may require pursuant to this Agreement in order to prepare the Report. All copies of the Confidential Information shall, upon reproduction by the Contractor, contain the same the City proprietary and confidential notices and legends that appear on the original Confidential Information provided by the City unless authorized otherwise by the City. All copies shall be returned to the City upon request.
7. The Confidential Information received by the Contractor and all formatting of the Confidential Information, including any alterations to the Confidential Information, shall remain the exclusive property of the City, and shall be delivered to the City by the Contractor forthwith upon demand by the City.
8. The Contractor acknowledges that the City is a public body subject to the *Freedom of Information and Protection of Privacy Act ("FIPPA")* and as such the Confidential Information is protected pursuant to the provisions of FIPPA. The Contractor further acknowledges that the collection, use, storage, access, and disposal of the Confidential Information shall be performed in compliance with the requirements of FIPPA. Information which is sent to the City by the Contractor in performance of this Agreement is subject to FIPPA and may be disclosed as required by FIPPA. The Contractor shall allow the City to disclose any of the information in accordance with FIPPA, and where it is alleged that disclosure of the information, or portion thereof, may cause harm to the Contractor, the Contractor shall provide details of such harm in accordance with section 21 of FIPPA.
9. The Contractor acknowledges and agrees that nothing in this Agreement does or is intended to grant any rights to the Contractor under any patent, copyright, or other proprietary right, either directly or indirectly, nor shall this Agreement grant any rights in or to the Confidential Information.

10. Disclosure of the Confidential Information to the Contractor the terms of this Agreement shall not constitute public disclosure of the Confidential Information for the purposes of section 28.2 of the *Patent Act*, R.S.C. 1985, c. p-4.
11. This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors, and assigns and the Contractor hereby acknowledges that the obligations imposed on the Contractor hereunder shall survive the termination of the Contractor's dealings or engagement with the City.
12. The Contractor represents that is not now a party to and shall not enter into any agreement or assignment in conflict with this Agreement.
13. This Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia and the Contractor and the City irrevocably attorns to the exclusive jurisdiction of the courts of the Province of British Columbia to adjudicate any dispute arising out of this Agreement.
14. No provision of this Agreement shall be deemed to be waived by the City and no breach of this Agreement shall be deemed to be excused by the City unless such waiver or consent excusing such breach is in writing and duly executed by the City.

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**APPENDIX 2 – PRIME CONTRACTOR DESIGNATION
(LETTER OF UNDERSTANDING)**

As per the requirements of the *Workers' Compensation Act* Part 3, Division 3, Section 118 (1-3), which states:

Coordination of multiple-employer workplaces

118 (1) In this section:

“**multiple-employer workplace**” means a workplace where workers of 2 or more employers are working at the same time:

“**prime contractor**” means, in relation to a multiple-employer workplace,

- (a) the directing contractor, employer or other person who enters into a written agreement with the owner of that workplace to be the prime contractor for the purposes of this Part, or
 - (b) if there is no agreement referred to in paragraph (a), the owner of the workplace.
- (2) The prime contractor of a multiple-employer workplace must
- (a) ensure that the activities of employers, workers and other persons at the workplace relating to occupational health and safety are coordinated, and
 - (b) do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with this Part and the regulation in respect to the workplace.
- (3) Each employer of workers at a multiple-employer workplace must give to the prime contractor the name of the person the employer has designated to supervise the employer's workers at that workplace.

By signing this Agreement, the Contractor accepts all responsibilities of a prime contractor as outlined in the *Workers' Compensation Act*, and WorkSafeBC OH&S Regulation.

As a Contractor signing this Prime Contractor Designation form with the City of Surrey (the “owner”), you are agreeing that your company, management staff, supervisory staff and workers will comply with the Workers' Compensation Board (WCB) Occupational Health and Safety Regulation and the *Workers' Compensation (WC) Act*.

Any WorkSafeBC OH&S violation by the prime contractor may be considered a breach of contract resulting in possible termination or suspension of the agreement and/or any other actions deemed appropriate at the discretion of the City.

Any penalties, sanctions or additional costs levied against the City, as a result of the actions of the prime contractor are the responsibility of the prime contractor.

The Contractor acknowledges having read and understood the information above.

By signing this Prime Contractor Designation form, the Contractor agrees as a representative of the firm noted below, to accept all responsibilities of the prime contractor for this project.

The Contractor understands and accepts the responsibilities of the prime contractor designation in accordance with the *Workers' Compensation Act* while contracted by the City of Surrey for project and will abide by all Workers' Compensation Board Regulation requirements.

Project File No.: 1220-040-2022-070

Project Title and Site Location: Courier and Internal Delivery Services

Prime Contractor Name: _____

Prime Contractor Address: _____

Business Telephone/Business Fax Numbers: Phone: _____

Name of Person in Charge of Project: _____

Name of Person Responsible for Coordinating Health & Safety Activities: _____

Phone: _____

Prime Contractor Signature: _____ Date: _____

Please return a signed copy of this memo to the City of Surrey, Finance Department, Procurement Services, 13450 – 104 Avenue, Surrey, British Columbia, V3T 1V8

If you have any questions, please contact the City of Surrey, Manager Occupational Health & Safety at 604-591-4658.

APPENDIX 3
CONTRACTOR HEALTH & SAFETY EXPECTATIONS - RESPONSIBILITY OF
CONTRACTOR(S)

The City of Surrey strives to maintain a safe work environment for employees and contractors and insists upon the enforcement of safe practices and procedures in all premises and in all work activities. It is essential that all contractors and their employees and sub-contractor(s) perform in the same manner. It is every employers and contractors responsibility to ensure that staff and public are protected from workplace hazards.

As a contractor to the City of Surrey, you are expected to conform to the requirements of the Workers' Compensation Act, the WCB Occupational Health and Safety Regulation and to all federal, provincial and local laws and regulations. The City of Surrey Building Owner, Project Manager, and the Manager, Occupational Health & Safety or designate have the authority to order an unsafe act to cease or to have an unsafe piece of equipment removed from the premises or, in extreme situations, to shut down a job entirely. Any City of Surrey Employee that observes a safety infraction by a contractor performing work for the City of Surrey should bring it to the attention of a manager immediately or Occupational Health & Safety (604-591-4131).

The following information is provided as typical City of Surrey requirements, but does not relieve the contractor from complying with all applicable local, provincial and federal laws, regulations and bylaws.

PERSONNEL

1. You are expected to inform your employees of any potential hazard in the workplace and advise of appropriate action to be taken should a hazard be found or a fire or accident occur.
2. Contractors will restrict persons invited on the premises to employees only. No families or friends are permitted.
3. The contractor will advise the City of any on-site accidents involving the contractor's employees, or injuries to others caused by the contractor's business.

SAFETY MANAGEMENT SYSTEM

1. Contractors will ensure their employees utilize proper safety equipment and clothing as required for job site activities.
2. Contractors must follow and have on site proper written safe work procedures for hazardous work, e.g. Fall protection, confined space entry, hot work, lockout, excavations and shoring, traffic management, etc.
3. Contractor must Identify workplace risk and implement suitable controls.
4. Contractor must provide safety training and education to staff and have training records available for review.
5. Contractor must have a health & safety program for its workers and sub-contractors
6. Contractor will provide appropriate First-Aid coverage for their workers and subcontractors.
7. Contractor must forward a weekly work task list prior to work commencement.

8. The qualified safety coordinator must participate in the City of Surrey OHS Orientation or attend the Prime Contractor's Orientation.

WORK AREAS –City Facilities

No work by contractors shall occur in any area without prior consent of the City of Surrey Manager, Civic Facilities or his designated representative. Work during normal business hours of the City shall not create undue noise, smells or otherwise unduly disturb the work of City of Surrey staff or the public. If an activity requires that a disturbance is likely, the contractor shall whenever possible only do that work outside normal business hours.

All activities that create a hazard (i.e., work from a ladder, removal of a floor tile, emission of VOC's, etc.) to persons outside the contractor's supervision shall have warning devices, delineation or barriers, sealed spaces, etc. as would normally be required to protect any person from that hazard.

SAFETY ATTITUDE

Your safety record and attitude are important criteria used to judge your qualification for future bidding on solicitations with the City of Surrey.

You can help ensure employee safety and your eligibility for future business with the City if you exhibit and practice a "Safe Work - Safe City" attitude.

The City of Surrey is concerned about the health, safety and wellbeing of all employees and contractors. It is essential we maintain a healthy, safe and productive work environment.

All Employees & Contractors:

It is everyone responsibility to:

- ❖ know and comply with WCB regulations and
- ❖ follow established safe work procedures
- ❖ immediately report any work-related injury to his/her supervisor; and to the Contract Administrator
- ❖ not remain on the work site while his/her ability to work is in any way impaired
- ❖ report unsafe acts and conditions to their supervisor
- ❖ correct unsafe conditions immediately whenever it is possible to do so
- ❖ take reasonable care to protect your health & safety and the health and safety of other persons who may be affected by your act's or omissions at work

An employee must refuse to work if continuing to do so would endanger the health and safety of the employee, fellow employees or others. The worker must immediately report the circumstances of the unsafe condition to his or her supervisor or manager. If the unsafe condition is not remedied or the issue is not resolved the Manager, Occupational Health & Safety must be contacted.

GENERAL RULES

1. For all secured worksites, contracted workers are required to sign in and sign out each day
2. (Access cards may be issued – a worker may need to provide an Identification document (i.e., Driver's License) in exchange).
3. Personal protective equipment, as determined by the City, through consultation with the Contractors Health and Safety Representatives must be worn when and where required. (Hard Hats, Safety Footwear, Safety Vests and Safety Glasses must be worn on active construction sites. Hearing Protection must be worn when noise levels are above 85dBA.)
4. Horseplay, gambling and the use of alcohol or narcotics will not be tolerated.
5. No Smoking within 7.5M of a City owned buildings door exits, windows and vents.
6. Report **ALL** injuries to your supervisor immediately and notify the City's site representative.
7. Report any unsafe conditions, including someone under the influence or hazards, which may allow an injury to occur to you, a fellow worker, or others on the worksite.
8. Report any property damage, regardless of how minor.
9. Restricted and controlled products will be labeled, used and stored in accordance with the associated regulations, e.g., WHMIS. Follow all procedural instructions when using or handling hazardous materials/controlled products and ensure that all containers of hazardous/controlled product materials are properly labelled and stored in designated areas.
10. Obey all posted signs and notices. Do not venture into areas that you are not authorized to enter.
11. Always use the correct posture when lifting and get assistance if the weight is excessive.
12. Do not work within the limits of approach to high voltage equipment.
13. If working at heights greater than 10 feet a Fall Protection system must be in place. The appropriate Fall Protection equipment must be worn at all times.
14. **Housekeeping** (Orderliness and good housekeeping are basic requirements and must be maintained at all times):
 - a) Aisles are to be kept clear at all times.
 - b) Individual work areas are to be kept clean and tidy.
 - c) All materials, tools, products and equipment are to be kept in their designated areas.
 - d) Liquid spills are to be cleaned up immediately to prevent slips and falls.
 - e) Accumulation of oily rags, combustible refuse or similar fire hazards will not be tolerated.

15. Fire Prevention:

- a) Become familiar with Surroundings and emergency exit.
- b) Ensure aisles and exits are not blocked at any time.
- c) Anytime a fire extinguisher is used, report it immediately to your supervisor, so that it can be recharged.

16. Equipment Operation (Any equipment, which could create a hazard, must be maintained in good condition):

- a) Equipment must not be repaired, adjusted or o
- b) operated unless by a "competent person" who understand the safe operating procedures.
- c) Always be aware of the use and location of the "EMERGENCY STOP" button, if equipment is so equipped, before using the equipment.
- d) Loose clothing, jewelry and long hair must be secured to prevent becoming entangled with equipment.
- e) The Operator must check all safety devices on equipment before operation.
- f) All equipment must be turned off and the appropriate "lock-out" procedure followed, prior to repairs, cleaning, adjustment or lubrication.
- g) Radio/Walkman/I-pod Headphones are not allowed to be worn during regular work operations.
- h) All ladders must be of an approved type and length. Unacceptable ladders must be removed immediately from the premises.
- i) All vehicles and equipment on City property must be kept in safe mechanical condition at all times, and be operated only by persons with a valid driver's license and/or proper training and qualifications.
- j) Contractors will not operate any equipment, valves, switches, etc., which are part of the City's operation, unless specific permission is received from the Contract Administrator.

17. **Ground Disturbance** –Every time you dig in the ground, with a shovel or mechanized equipment, you run the risk of loss of life or damage to property if you hit any of the many buried cables, conduits, gas or oil pipelines and/or other underground facilities that serve our city, **BC One Call Must be called and a ticket obtained prior to commencing any ground disturbance activities.**

Issued By:	Occupational Health & Safety Section - Contractor Coordination Program
Date:	Revised: January 14, 2015 Original: August 15, 2014
Distributed:	Via Email & Posted on Intranet: January 16, 2015 :August 15, 2014

This document does not replace the Workers' Compensation Act or WorkSafeBC OH&S regulation. Each individual Contractor must have specific health and safety safe work rules and procedures that apply to their work tasks. Each Contractor must comply with the Workers' Compensation Act and WorkSafeBC Occupational Health & Safety Regulation and to all federal, provincial and local laws and regulations. If a contractor is unable to comply they must bring this to the attention of their qualified safety representative and to the Prime Contractor safety representative immediately.

Authorized Signature: _____

Name: _____
(Please Print)

Date: _____

SCHEDULE A – SCOPE OF SERVICES

[Note: Schedule A – Services of this RFQ, as may be amended through negotiations between the Purchaser and the successful Contractor will be incorporated into and form this Schedule.]

The City is requesting Contractors to provide a Quotation(s) based on providing:

Courier and Internal Delivery Services

1. SCOPE OF SERVICES – GENERAL

- 1.1 The City and Library have a need for a comprehensive and effective courier and internal delivery and management service. This Schedule, including its sub-schedules sets out in general terms the scope of the Services and additional terms related to the delivery of both “regularly scheduled” and “as and when requested” services (collectively the “Services”). The Contractor should be providing similar services and possess sufficient vehicles, equipment, and resources to facilitate the Services.

The City’s internal delivery service is set up using a hybrid HUB distribution system. The HUB has three locations:

HUB #1 is located at Surrey Operations Works Yard, located at 6651 – 148th Street, Surrey, British Columbia (central warehouse, receiving and shipping) and Fleet Mechanical Operations located at 14687 - 66 Avenue (Fleet stores/parts department);

HUB #2 is located at Surrey City Hall, located at 13450 – 104th Avenue, Surrey, British Columbia, Level P-3 receiving and shipping for City Hall deliveries only and includes City Hall mail processing centre (interdepartmental and Canada Post mail).

HUB #3 is located at Surrey City Centre Library, located at 10350 University Dr., Surrey, British Columbia, book processing centre and administration offices.

[Note: Each HUB has specific services requirements and security protocols].

- 1.2 The referenced Services Schedules as written are stated in general terms and in reference to the current City and Library business needs. The lack and/or omission of any detailed specifications does not minimize acceptable levels of service and only the best commercial practices are acceptable. Provide general pick-up and delivery courier services for daily dedicated routes as referenced in the dedicated route listing and time schedules below.

2. ROUTE LISTINGS AND TIME SCHEDULES

- 2.1 The Contractor may be required to notify reception or front desk when entering and exiting a facility or Library. The Contractor will perform the Services, in accordance with each route listing and time schedule and in the order in which they are to be serviced, or as otherwise agreed to between the parties; provided that if no specific requirements have been provided or identified, then the Contractor will perform the Services with due expediency and using commercially reasonable efforts. That Schedule is subject to

change throughout the Term depending on the business needs of the City and/or Library. That Schedule has a specific order in which the Library location are to be serviced.

Dedicated Truck #1 will service	(a)	Schedule A-1	Civic Facilities Requirements;
	(b)	Schedule A-1-1	Regular Route Listing and Time Schedule – Civic Facilities;
Dedicated Truck #2 will service	(c)	Schedule A-2	Library Requirements;
	(d)	Schedule A-2-1	Regular Route Listing and Time Schedule – Libraries;
	(e)	Schedule A-2-2	Accessibility Services Deliveries to Care Homes; and
	(f)	Schedule A-3	As and When Requested Services and Special Services (On-Demand Call-in Service) .

[Note: Frequencies of pick-up and drop-offs are based on current estimated schedules and are subject to change. Turnaround times reflect regular service requirements. Quicker turnaround times are expected for urgent situations which may arise from time to time.]

- 2.2 Adding or Deletion of Locations. The City and/or Library reserves the right to add, delete or modify locations and/or alter the frequency of pickups if, and when required. Should the City and/or Library elect to delete or remove location(s) the reduction in price shall be in accordance with the hourly rates as set out in Schedule B-1 – Financial Extracts.
- 2.3 The City and/or Library reserves the right to negotiate a reasonable rate for future locations, as necessary, over the Term.
- 2.4 Notwithstanding any times indicated in the Schedules, at any time during the Term of the Agreement the City may give written notice of a change, addition, or deletion of the Service times specified. The Contractor shall adjust its service plans and schedules accordingly and submit a revised schedule to the City or Library within five (5) working days after receiving notification from the City or Library.

2. CONTRACTOR, CITY AND LIBRARY RESPONSIBILITIES

- 2.1 The City and Library have common requirements. A brief description of these common requirements are as follows:
 - (a) carry out its obligations and duties and provide the regular scheduled and non-scheduled pickups and deliveries with due expedition and in a thoroughly

- workmanlike manner in strict accordance with the provisions of this Agreement and at all times act in accordance with all applicable professional standards, principles and practices;
- (b) supply all vehicles, plant, equipment and materials necessary for the proper performance of the Services as specified herein;
 - (c) provide an Account Manager who will be responsible for the overall performance management and coordination of the Services;
 - (d) provide trained personnel in sufficient numbers so as to meet the identified on-site needs for such services, and to perform all of the required functions;
 - (e) ensure that all delivery personnel are able to speak, read and write in the English language;
 - (f) perform the Services at such times as are directed or required by the City;
 - (g) have regard to such requirements as may be conveyed to it by the Contract Manager and shall comply with all reasonable directions of the Contract Manager;
 - (h) because of the business sensitivity of the documents and materials intended to be handled, the Contractor will be obligated to take all commercially reasonable security precautions and provide evidence of insurance or bond coverage satisfactory to the City or Library.
 - (i) scheduled and non-scheduled pickups and deliveries as per route listings in Schedules A-1-1 (Regular Route Listing and Time Schedule – Civic Facilities), Schedule A-2-1 (Regular Route Listing and Time Schedule – Libraries) in accordance with finalized Time Schedule;
 - (j) pick up and deliver of a wide range of package sizes and weights, and all internal office and Canada Post mail, bins, containers and courier bags (if any). Ensure that all mail is picked up for delivery on each workday;
- [Note: When picking up interdepartmental mail from each location, the Contractor's driver should determine whether there is any mail addressed to a location that is next on the schedule of Services. If so, mail should be delivered accordingly. Upon returning to City Hall, Contractor's driver will deliver all incoming interdepartmental mail to the City Hall mail room. Mail is never stored in a vehicle overnight, and vehicles containing mail are always locked when unattended.]*
- (k) Contractor will not perform "other client call pick-ups" that will impact the delivery / pick-up times of the City and Library and/or integrity of the Services without the approval of the City or Library of these services;
 - (l) be responsible for employees' compliance with each City facility or Library security procedures in effect at each location. In addition, the Contractor must maintain security standards consistent with the security policies of the City or Library while performing the Services;

- (m) provide one (1) trained regular driver and one (1) back up driver for vacation relief/illness;
- (n) Services excluding statutory holidays (Good Friday, Easter Monday, Queen Victoria Day, Canada Day, BC Day, Labour Day, Family Day, Thanksgiving, Remembrance Day, Christmas Day, Boxing Day, New Year's Day). When a statutory holiday falls on a Saturday or Sunday, the City or Library will be closed the following Monday. No payment is to be made for Statutory Holidays;
- (o) keep the City and Library informed of any employee changes that are assigned to the City and Library;
- (p) be fully licensed to provide this type of delivery service in British Columbia;
- (q) obtain and maintain during the term(s) automobile, general commercial liability and dishonesty, disappearance and Destruction insurance in the forms and amounts required by the City;
- (r) obtain and maintain a current City of Surrey, Business License and permits that are required;
- (s) not use the City's name for any advertising, or, referencing purposes without the expressly written approval of the Department Representative, or designate;
- (t) Contractor will comply with WorkSafe BC standards for safety;
- (u) Contractor and any approved sub-contractors must be registered with the WorkSafe BC, in which case WorkSafe BC coverage must be maintained for the duration of the Agreement;
- (v) Contractor will ensure that only employees and sub-contractors approved by the City and Library will perform the Services;
- (w) Contractor must have standby vehicles and personnel in the event of mechanical breakdown or sickness respectively;
- (x) Contractor will ensure that its employees and approved sub-contractors, if any, maintain a professional appearance and are identified as the Contractor through identification badges and uniform. While performing the Services, the Contractor will ensure its employees and approved sub-contractors, if any, wear the identification badge and uniform;
- (y) Contractor must ensure that all persons employed or retained to perform the delivery services are qualified and competent to perform the Services and are properly trained, instructed and supervised;
- (z) Contractor will not negotiate route/service directly with end users;

- (aa) Contractor will be responsible for contacting City or Library location(s) that are affected in the event of a breakdown causing a delay of one (1) hour or more;
- (bb) Contractor must ensure all drivers hold and carry a valid driver's License for the purpose of legally operating a vehicle and performing the duties associated with that vehicle at that time. Contractors must also ensure that drivers follow all established licensing standards; and
- (cc) provide administrative and technical support, in the form of a helpdesk, to manage and resolve billing issues, eTool shipment issues or any other issues related to shipping that are identified by the City or Library.

2.2 The City and Library shall provide:

A list of Regular Route Listings and Time Schedules, Accessibility Services – Deliveries to Care Homes, and specific Special Services (on-demand) and,

A list of emergency contact personnel and telephone numbers.

3. eTOOLS

3.1 Contractor should provide the City and Library at no additional cost access to its online website to perform various Services activities as follows:

- (a) Account registration, account update and account cancellation;
- (b) Ability to schedule pickup times, dates and locations for on-demand shipments;
- (c) Ability to create orders and/or requests for courier service pickups using its online tools;
- (d) Access rate information;
- (e) Track and Trace capability, including proof of delivery capabilities;
- (f) Obtain an itemized breakdown of all shipments;
- (g) Ability to cancel or recall a shipment that is already in transit; and
- (h) Inquire about a shipments delivery status, including proof of delivery.

4. CUSTOMER SUPPORT SERVICE

- (a) Contractor should provide access via Internet (web) and/or e-mail and toll-free phone for inquiries regarding packages, invoices, producing standardized mailing labels for each participating Library, tracking information, scheduling updates, on call pick-ups and guidelines regarding timetables, etc.;
- (b) Contractor should be available to answer inquires during standard business hours;

- (c) Contractor should follow-up with the participating City or Library location by the close of the next business day for any inquires not immediately resolved at the time received;
- (d) technical support as needed;
- (e) Contractor should provide a single point of contact for all clients;
- (f) Contractor should maintain the ability to communicate directly with all clients (designated site representatives) via phone and e-mail;
- (g) Contractor must respond to all client complaints within 48 hours; and,
- (h) Contractor must provide written status to the participating City or Library location of any delivery service issues within 24 hours of the issue. Record of all client complaints and resolutions will be maintained by the Contractor and accessible to all clients.

5. SECURITY OF GOODS

- 5.1 As City and Library shipments can contain Goods of high value and/or that require a higher level of security, diligent and secure methods of handling and transporting such shipments throughout the delivery chain are required. Contractor's personnel that transport materials must close and lock vehicle doors when not physically near the vehicle.
- 5.2 As a security measure to protect the City's and Library's freight, and prior to any individual having access to City and Library freight, the City and Library requires the Contractor's personnel performing the Services satisfactorily complete a criminal background check. This would be an ongoing requirement for any new employees.
- 5.3 Any City or Library Goods stolen while under the Contractor's care, including the Contractor's sub-contractors, are to be reported to the City or Library and the Contractor's Account Manager immediately.

6. DAMAGE OR RISK OF LOSS

- 6.1 Damage and/or risk of loss with respect to the City's or Library's goods will remain with the Contractor and will not transfer to the City or Library unless and until the City or Library 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.
- 6.2 The Contractor will provide full-value compensation to the City or Library in the event of full or partial loss or damage to the City's or Library's goods. There shall be no limitation on compensation amount.
- 6.3 The Contractor should provide a minimum liability insurance coverage at five thousand (\$5,000) dollars per shipment.

6.4 Drivers are expected to treat materials carefully when handling and sorting materials, and to avoid overstuffing totes and stacking totes too high. Totes, boxes and other delivery items must never be left outside vehicles or buildings during deliveries. If items are damaged or lost while in the transport and care of the Contractor, including materials that get wet due to inclement weather, it will be the Contractor's responsibility to repair or replace the damaged items at their sole cost. The Contractor will not be responsible for items damaged by the Library.

7. SPECIAL SHIPMENTS

7.1 Contractor should provide the City and/or Library the ability to ship special shipments, (with respect to weight and/or shape) such as but not limited to:

- UPS batteries;
- Oxygen Cylinders;
- Weight Room Equipment; and
- Dangerous Goods.

7.2 The Contractor shall handle safe and secure transport and tracking for any shipment that would be considered regulated under the *Transport Canada's Transportation of Dangerous Goods Act*.

7.3 Therefore, the Contractor will be required to assist in supplying applicable placards and knowledge related to this type of service. The City will advise the Contractor of the type of dangerous goods prior to pick-up.

7.4 Drivers must be trained in the transportation and handling of hazardous materials.

8. UNIFORMS AND IDENTIFICATION BADGES

8.1 The Contractor must, provide for and require its employees to wear at all times, neat, clean and sanitary uniforms and Contractor furnished employee identification badges. All at its sole expense.

8.2 Uniforms are defined as clean, long or short-sleeved (no sleeveless, smocks or tank tops) shirt with collar, worn with pants (no mid-calf, Bermuda or short pants) accompanied by shoes that cover the entire foot (shoes or slippers with open toe or exposed heel are unacceptable) with the company name on the shirt in a conspicuous location. Jackets with a collar may be worn. The jackets shall have the company name located in a conspicuous location. All uniforms are to be of same colour. Contractor is responsible for all uniforms and attire worn by custodial staff.

8.3 The Contractor must provide at its expense, photo identification badges / cards. Photo identification badges / cards must include, as a minimum, the company name, employee name and current photograph. The badges must be worn on the outside of clothing in the chest area.

8.4 The Contractor shall be responsible and ensure that all employees are in compliance with these requirements.

8.5 All clothing and name badge maintenance and replacements will be the sole responsibility of the Contractor.

9. INCLEMENT WEATHER

9.1 The Contractor shall make every reasonable effort to provide cleaning services regardless of snow or other inclement weather.

10. OTHERS

10.1 The City reserves the right to retain the services of other independent contractor(s) or utilize its own employees to perform this Service. The Contractor and its subcontractors, if any, shall cooperate fully with other independent contractor(s) retained by the City and/or Library to perform and/or complete any Services and shall so carry on their work that other contractors shall not be hindered, delayed, or interfered with in the progress of their work, and so that all of such work shall be finished and complete of its kind.

SCHEDULE A-1 - CIVIC FACILITIES REQUIREMENTS

(Note: This Schedule generally describes the pick-up and delivery Services between the various civic facilities (not including Surrey Library requirements), City Hall mail processing centre and City Hall shipping and receiving centre and Operations Centre Warehouse operations.)

SERVICES

A. Services – General. The Contractor:

In addition to Schedule A (*Scope of Services*), the Contractor will provide:

1. Pick-up and delivery services between various civic facilities, and mail processing centres. Service includes regular courier and internal delivery services to the locations as set out in Schedule A-1-1 Regular Route Listing and Time Schedule - Civic Facilities (or as otherwise directed). The start and end times are included as an indication of the current pick-up and drop off times. Certain facilities require pick-ups and deliveries on a scheduled and recurring basis (the “**Services**”)
2. Currently, Services are performed year-round, with a “fixed-run” schedule with a frequency of Monday through Friday, excluding weekends and statutory holidays. Schedules are not subject to change without the prior written approval of the City. Service will be on an hour-by-hour basis. This means that the City may end the Service at any time for any reason and no compensation will be payable by the City or Library by way of a standby charge, lost revenue charge or on any other basis.
3. Drivers are always to follow the prescribed Schedule and adhere to the timelines for delivery and pick-up to and from all locations.
4. **Signature Not Required.** For convenience and flexibility, the City does not require a signature for each pick-up or delivery within the hub system.

B. Points of Consideration:

1. **Items typically transported between civic facilities include** janitorial and custodial maintenance goods (e.g., cases of paper towels, garbage bags, toilet paper, etc.), cases of copy paper (occasionally skid loads), general hardware, boxes, packages, office furniture, media equipment interoffice mail, Canada Post mail, or other miscellaneous items as specified to-and-from civic locations at various weights and dimensions. City staff at each location will prepare materials for delivery by boxing or bundling materials and labeling each with a delivery location identifier.
2. Many locations are not equipped with appropriate receiving areas; therefore, regular heavy lifting may be required.

3. Contractor will be responsible for loading, transporting, and delivering the materials to the proper area **inside each location**.
4. Navigating in and out of most of the offices may require flights of stairs.
5. Periodically, sequential and immediate deliveries may be requested along a scheduled route. This may be considered for immediate delivery and therefore not waiting with the bulk delivery of materials. For this reason, the vehicle/driver be equipped with some form of communication device(s). The cost for these communication devices is the sole responsibility of the Contractor.

NOTES:

1. Daily deliveries to sites do not require a signature for receipt of items in order to achieve timely completion of routes. It is the responsibility of the delivery driver to be aware of all items loaded on a daily basis in order of location on the routes and to ensure that the correct number of items are delivered to the correct location.
2. There will be **NO** cube charges, or a price per container, or by actual weight vs. dimensional weight. Services currently being provided on an “hourly rate” basis regardless of quantity, weight, dimensions, special handling, etc. provided.
3. Please be aware of the physical height and access restrictions at Surrey City Hall underground parking. The remaining locations are serviced via external loading docks or main doors. Any of our locations may be visited during normal business hours with prior approval of the facility manager. It is the responsibility of the Contractor to confirm vehicle height and access restrictions.
4. Historical data on freight volumes, weight and sizes are not maintained by the City.

SCHEDULE A-1-1 - REGULAR ROUTE LISTING AND TIME SCHEDULE – CIVIC FACILITIES

SEQUENCE	LOCATION NAME	ADDRESS	ESTIMATED TIME ¹	NOTES
R-23	RCMP MAIN DETACHMENT	14355 57 AVENUE, SURREY, BC, V3X 1A9	6:45 am	START TIME
R-2	WEST MAIN RCMP (OLD CITY HALL)	14245 56 Ave, SURREY, BC, V3X 3A2	7:00 am	CALL RCMP RECEPTION ONLY TO GAIN ACCESS
R-1	WORK YARD STORES & ENGINEERING OPERATIONS	6651 148 STREET, SURREY, BC, V3S 3C7	7:30 am	PICK UP HEMLOCK YARD AND FLEET INTEROFFICE MAIL
R-4	CITY HALL	13450 104 AVENUE, SURREY, BC, V3T 1V8	8:15 am	DROP OFF AND PICK UP OF MAIL FOR DELIVERY. DROP OFF PACKAGES AND SUPPLIES
R-13	HEMLOCK WORKS YARD/DISPATCH MAIL - OPERATIONS	9353 160 STREET, SURREY, BC, V4N 3A8	8:35 am – 8:40 am	
R-1	MAIN WORKS YARD - ENGINEERING OPERATIONS- PARKS, BYLAWS & FACILITIES	6651 148 STREET, SURREY, BC, V3S 3C7	8:45 am	PICK UP/DELIVER INTEROFFICE MAIL. PICK UP COMPLETED PLACED ORDERS WAITING AT MAIN STORES FOR DELIVERY TO FACILITIES INCLUDING FIRE HALLS, LIBRARIES & COMMUNITY CENTRES.
R-10	FIREHALL #1	8767 132ND STREET, SURREY, BC, V3W 4P1	9:10 am	
R-42	ROYAL BANK	KING GEORGE & 102 AVE, SURREY, BC.	9:30 am	
R-4	CITY HALL	13450 104 AVENUE, SURREY, BC, V3T 1V8	9:35 am	DROP OFF COLLECTED MAIL AND PICK UP MAIL FOR DELIVERY
R-45	NORTH SURREY RECREATION CENTRE	10275 CITY PARKWAY, SURREY, BC, V3T 4C3	9:45 am	
R-8	CITY CENTRE LIBRARY - LIBRARY ADMINISTRATION 3 RD FLOOR	10350 UNIVERSITY DRIVE, SURREY, BC, V3T 4B8	9:50 am	
R-28	CHUCK BAILEY RECREATION CENTRE	13458 107A AVENUE, SURREY, BC.	9:55 am	PRIMARY
R-30	DISTRICT 1 RCMP DETACHMENT	10720 KING GEORGE BOULEVARD, SURREY, BC, V3T 2X3	10:00 am	
R-29	BRIDGEVIEW RECREATION CENTRE	11475 126A STREET, SURREY, BC, V3V SG8	10:20 am	SECONDARY
R-11	NORTH SURREY ICE & SPORTS COMPLEX	10950 - 126A Street, Surrey, BC, V3V 0ES	10:25 am	PRIMARY
R-35	DISTRICT 2 RCMP DETACHMENT	10395 148 STREET, SURREY, BC, V3R 654	10:40 am	
R-14	GUILDFORD LIBRARY - COLLECTION SERVICES	15105 105 AVENUE, SURREY, BC, V3R 7G8	10:45 am	
R-12	GUILDFORD RECREATION CENTRE	15105 105 AVENUE, SURREY, BC, V3R 7G8	10:45 am	PRIMARY
R-36	FRASER HEIGHTS RECREATION CENTRE	10588 160TH STREET, SURREY, BC, V4N 0AI	10:50 am	SECONDARY
R-37	FLEETWOOD RECREATION CENTRE	15996 84TH AVENUE, SURREY, BC, V4N 0WI	11:00 am	SECONDARY
R-31	SURREY SPORTS AND LEISURE COMPLEX – AQUATICS	16555 FRASER HIGHWAY, SURREY, BC, V4N 0E9	11:05 am	PRIMARY
R-38	SURREY NATURE CENTRE	14225 GREEN TIMBERS WAY, SURREY, B, C V3T0J2	11:25 am	

¹ Times are estimates only

R-4	CITY HALL	13450 104 AVENUE, SURREY, BC, V3T 1V8	11:40 am	DROP OFF COLLECTED MAIL AND PICK UP MAIL FOR DELIVERY
R-25	ARTS CENTRE	13750 - 88TH AVENUE, SURREY, BC, V3W 3LI	11:50 am	
R-10	FIREHALL #1	8767 132ND STREET, SURREY, BC, V3W 4PI	12:00 pm	
R-43	B & B BEARINGS	10-7788 132 ST, SURREY, BC, V3W OHS	12:10 pm	(CALL FIRST TO SEE IF PICK UP IS REQUIRED)
R-32	DISTRICT 3 RCMP DETACHMENT	7235 137 STREET, SURREY, BC, V3W 1A4	12:20 pm	
R-6	NEWTON ICE ARENA	7120 136B STREET, SURREY, BC, V3W SE6	12:30 pm	SECONDARY
R-7	NEWTON RECREATION CENTRE - WAVE POOL	13730 72 AVENUE, SURREY, BC, V3W 2P4	12:35 pm	PRIMARY
R-5	NEWTON SENIORS' CENTRE	13775 70 AVENUE, SURREY, BC, V3W 0EI	12:40 pm	SECONDARY
R-3	FLEET OPERATIONS & STORES/PARTS DEPT.	14687 66 AVE, SURREY, BC, V3S 3C7	12:55 pm	FROM STORES: PICK UP SUPPLIES FOR SOUTH SURREY AND CLOVERDALE locations.
R-23	RCMP MAIN DETACHMENT	14355 57 AVENUE, SURREY, BC, V3X 1A9	1:00 pm	PICK-UP FROM RECEPTION – FRONT COUNTER
R-33	HISTORICE STEWART FARMHOUSE	13723 CRESCENT ROAD, SURREY, BC, V4P 1J4	1:10p m	
R-41	SUNNY SIDE LAWN CEMETERY	14850 28 Ave, Surrey, BC, V4P 1P3	1:15 pm	
R-15	SOUTH SURREY INDOOR POOL	14655 17TH AVENUE, SURREY, BC, V4A SM2	1:20 pm	SECONDARY
R-16	SOUTH SURREY REC CENTRE	1460120 AVENUE, SURREY, BC, V4A 9PS	1:40 pm	PRIMARY
R-34	SOUTH SURREY ICE ARENA	2199 148TH STREET, SURREY, BC, V4A 8L5	1:50 pm	PRIMARY
R-27	DISTRICT 5 RCMP DETACHMENT	1815 152 STREET, UNIT 100 SURREY, BC, V4A 9Y9	2:00 pm	
R-24	SOUTH SURREY OPERATIONS CENTRE WORKS YARD	2336 166 STREET, SURREY, BC, V3Z 0W2	2:10 pm	
R-18	GRANDVIEW HEIGHTS AQUATIC CENTRE	16855 24TH AVENUE, SURREY, BC, V3Z 0A2	2:15 pm	PRIMARY
R-9	KENSINGTON PRAERIE COMMUNITY CENTRE	16824 32ND AVENUE, SURREY, BC, V3S 0L5	2:30 pm	SECONDARY ONLY UNTIL JUNE 2023
R-39	SURREY ARCHIVES	1767156TH AVENUE, SURREY, BC, V3S 1C9	2:30 pm	
R-22	SURREY MUSEUM	17710 56A AVENUE, SURREY, BC, V3S 5H8	2:35 pm	
R-26	DISTRICT 4 RCMP DETACHMENT	5732 176A STREET, SURREY, BC, V3S 4H2	2:40 pm	
TBA	CLAYTON COMMUNITY CENTRE	7155 – 187A STREET, SURREY, BC, V4N 6L9	1:30 -2:00 pm	PRIMARY
R-17	CLOVERDALE RECREATION & SENIORS CENTRE	6188 176TH STREET, SURREY, BC, V3S 4E7	2:45 pm	PRIMARY
R-20	CLOVERDALE ARENA	6090 176TH STREET, SURREY, BC, V3S 4P5	2:50 pm	SEASONAL ONLY
R-21	DON CHRISTIAN RECREATION CENTRE & YOUTH CENTRE	6220 184TH STREET, SURREY, BC, V3S 8E6	3:00 pm	SECONDARY
R-40	CEMETERY SERVICES	6348 168THSTREET, SURREY, BC, V3S 3Y1	3:10 pm	
R-2	WEST MAIN RCMP (OLD CITY HALL)	14245 56 Ave, SURREY, BC, V3X 3A2	3:15 pm	CALL 20 MINS BEFORE ARRIVAL
R-23	RCMP MAIN DETACHMENT	14355 57 AVENUE, SURREY, BC, V3X 1A9	3:20 pm	
R-19	CLOVERDALE PUBLIC LIBRARY	5642 176A STREET, SURREY, BC, V3S 4G9	-	ON DEMAND ONLY
R-4	CITY HALL	13450 104 AVENUE, SURREY, BC, V3T 1V8	3:30 pm	
R-44	CANADA POST – Whalley Depot	10688 KING GEORGE BLVD, SURREY, BC, V3T 2Y0	3:40 pm	DROP OFF COLLECTED MAIL AND PICK UP MAIL FOR MUST BE DROPPED OFF BEFORE 4PM
	END		4:00 p.m.	END TIME

ADDITIONAL LOCATIONS	ADDRESS	NOTES
BRITISH COLUMBIA ASSESSMENT	100 - 5477 152ND ST SURREY, BC	WEDNESDAY ONLY
CUPE 402, UNION OFFICE DROP OFF AND PICK UP	251-12899 76 AVE, SURREY BC, V3W 1E6	WEDNESDAY ONLY
WEST STAMP (CHECK FOR DELIVERY TO ANY DEPARTMENT)	113-13030 76 AVE, SURREY, BC	WEDNESDAY ONLY

Notes:

1. **For Option 2 Only** - Primary means service to those sites will only be 3 times per week (e.g., Tues/Wed/Thurs or Mon/Wed/Fri.).
2. **For Option 2 Only** - Secondary means service to those sites will only be 1 time per week.

SCHEDULE A-2 – LIBRARY REQUIREMENTS

(Note: This Schedule generally describes the pick-up and delivery Services between various Libraries branches and including Library Administration offices, Library processing centre(s), City Hall shipping and receiving (as needed) and individual care home facilities.)

A. Services – General. The Contractor:

In addition to Schedule A (*Scope of Services*), the Contractor will provide:

1. Pick-up and Delivery of Library materials between various Libraries, Library Administration and Library processing centre(s). Services includes regular courier and internal pickup and delivery services to the locations as set out in Schedule A-2-1 Regular Route Listing and Time Schedule – Surrey Libraries, and Schedule A-2-2 Accessibility Services – Deliveries to Care Homes – Surrey Libraries. The start and end times are included as an indication of the current pick-up and drop off times. Certain facilities require pick-ups and deliveries on a scheduled and recurring basis.
2. **Service Levels.** Contractor must ensure pick-up and delivery at each Library location is completed according to the level of service specified for that location. Services are performed year-round, with a frequency of “fixed run schedule” frequency of six (6) times per week (except where noted, if any) Monday to Saturday, excluding statutory holidays schedule. Schedules are not subject to change without the prior written approval of the City or Library. Service will be on an hour-by-hour basis. This means that the City or Library may end the Service at any time for any reason and no compensation will be payable by the City or Library by way of a standby charge, lost revenue charge or on any other basis.
3. Drivers are always to follow the prescribed Schedule and adhere to the timelines for delivery and pick-up to and from all locations.
4. **Signature Not Required.** For convenience and flexibility, the Library does not require a signature for each pick-up or delivery within the hub system.

B. Points of Consideration

1. Items to be picked up and delivered between Libraries means books, media equipment interoffice mail, Canada Post mail, boxes, packages, containers or other miscellaneous items as specified to-and-from Library locations.

Library staff at each location will prepare materials for delivery by boxing or bundling materials and labeling each with a delivery location identifier. Contractor will be responsible for loading, transporting, and delivering the materials to the proper area inside each location.

2. The majority of Items to be picked up and delivered will be in the form of plastic lidded crates, or other similar carriers generally up to 50 pounds per container. Delivery may also include (but not limited to) computer/technical equipment, parcels,

interoffice envelopes, odd and inconsistently shaped items as well as any extra items as required that are able to be transferred by a single person.

3. The Library is responsible for the provision of tubs, crates and other containers used to deliver materials between locations. The Library generally utilizes uniform, stackable, collapsible, open, plastic crates for transporting the vast majority of its materials. Average number of crates per transport varies from day to day and location to location depending on the day of the week, time of the year and/or special projects or events happening at various Libraries.
4. Quantities. Although there is no guarantee of volume, historically this represents approximately 7500 to 8500 carriers per month in and out.
5. Due to situations such as build-up of weekend volumes, the Contractor's operation plan shall take resource adjustments into consideration on Mondays or Tuesdays, or any other high than average volume days during the week, in order to assure that items tendered to the Contractor are delivered by the end of day.
6. At some of the smaller library branches, it is not practical for them to use separate boxes for delivery to each location. These smaller locations may put library materials for delivery to other locations together in one "mixed" box. It will be the responsibility of the driver to separate these materials into boxes going to the proper libraries.
7. Contractor is responsible for handling Library goods in a professional manner to eliminate damaging Library goods that could be permanently damage e.g., displays. Instances of damage to any Library goods should be noted and immediately brought to the attention of the Contract Administrator.
8. There will be **NO** cube charges, or a price per container, or by actual weight vs. dimensional weight.

C. Accessibility Services (Deliveries to Care Homes)

Refer to Schedule A-2-2 Accessibility Services – Deliveries to Care Homes – Surrey Libraries for additional information. The Library is not obligated at any time to make a request to the Contractor to perform Accessibility Services (Deliveries to Care Homes).

These deliveries also in the reusable crates and are in addition to the regular "fixed run schedule". This Schedule is not subject to change without the prior written approval of the City or Library.

D. Special Services (Refer to Schedule A-3 for additional information)

In addition to the Service specifications/requirements as set out in this Schedule, the Library, on occasion, may request the Contractor to transport other related Library goods, for example, office equipment, office furniture, audio/visual equipment, displays,

etc. of varying dimensions and weights, which may or may not be of an urgent nature. Special service trips are instances when the Library delivery truck cannot take large bulky items without infringing on the regular pickups and deliveries.

However, it is expected that if the regular route truck can accommodate any of these items, then the driver must do so.

The Contractor for appropriate loading and off-loading at each Library location (or any other site as so directed).

Overall Notes:

1. Daily deliveries to sites do not require a signature for receipt of items in order to achieve timely completion of routes. It is the responsibility of the delivery driver to be aware of all items loaded on a daily basis in order of location on the routes and to ensure that the correct number of items are delivered to the correct location.
2. There will be **NO** cube charges, or a price per container, or by actual weight vs. dimensional weight. Services currently being provided on an “hourly rate” basis regardless of quantity, weight, dimensions, special handling, etc. provided.
3. Please be aware of the physical height and access restrictions at Surrey City Hall underground parking. The remaining locations are serviced via external loading docks or main doors. Any of our locations may be visited during normal business hours with prior approval of the facility manager. It is the responsibility of the Contractor to confirm vehicle height and access restrictions.
4. Historical data on freight volumes, weight and sizes are not maintained by the City.

SCHEDULE A-2-1 - REGULAR ROUTE LISTING AND TIME SCHEDULE - LIBRARIES

SEQUENCE	LOCATION NAME	ADDRESS	ESTIMATED TIME²	SPECIAL INSTRUCTIONS
L-1	GUILDFORD BRANCH	15105 - 105th Avenue, Surrey, B.C., V3R 7G8	6:00 am	Start Time
L-2	FLEETWOOD BRANCH	15996 - 84th Avenue, Surrey, B.C., V4N 0W1	6:45 am	
L-10	SEMIAMMOO BRANCH	1815 – 152nd Street, Surrey B.C., V4A 9Y9	7:30 am	
L-6	OCEAN PARK BRANCH	12854 - 17th Avenue, Surrey, B.C., V4A 1T5	8:15 am	
L-3	NEWTON BRANCH	13795 - 70th Avenue, Surrey, B.C., V3W 0E1	9:00 am	
L-5	STRAWBERRY HILL BRANCH	7399 – 122nd, Street, Surrey, B.C., V3W 5J2	9:45 am	
L-8	PORT KELLS BRANCH	18885 - 88th Avenue, Surrey, B.C., V4N 5T1	10:30 am	
L-7	CLOVERDALE BRANCH	5642 - 176A Street, Surrey, B.C., V3S 4G9	11:30 am	
L-12	CLAYTON BRANCH	18680 - 72 nd Ave, Surrey, B.C., V4N 1M9	12:15 pm	
L-11	SURREY CITY HALL	13450 – 104 Avenue, Surrey, B.C., V3T 1V8	1:15 pm	
L-9	CITY CENTRE BRANCH	10350 – University Drive, Surrey, B.C., V3T 4B8	2:00 pm	
L-1	GUILDFORD BRANCH	15105 - 105th Avenue, Surrey, B.C., V3R 7G8	3:00 pm	
	End		4:00 pm	End Time

**SCHEDULE A-2-2 ACCESSIBILITY SERVICES
DELIVERIES TO CARE HOMES – SURREY LIBRARIES**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
WEEK 1						
			Whitecliff (near Semiahmoo branch)			
WEEK 2						
					Amica White Rock 15333 16 Avenue (near Semiahmoo branch)	
WEEK 3						
		Hilton Villa 13525 Hilton Road (Whalley neighbourhood)	Gateway 13787 100 Ave. (Whalley neighbourhood)	Peace Arch Foundation Lodge 3 rd floor (every 8 weeks) (near Semiahmoo branch)	Amenida 13855 68 Ave. (near Newton branch)	
WEEK 4						
				Peace Arch Foundation Lodge 4 th floor (every 8 weeks) (near Semiahmoo branch)		

SCHEDULE A-3 – SPECIAL SERVICES, AS AND WHEN REQUESTED (ON DEMAND CALL-IN SERVICE)

(Note: This Schedule generally describes the pick-up and delivery Services required by the City or the Library for on-demand call in pickups and delivery of goods.

A. Services – General. The Contractor:

In addition to Schedule A (*Scope of Services*), the Contractor will provide:

The following is provided to demonstrate what the City and/or Library anticipates this Service will involve:

1. From time to time, the City and Library may require specialty, time sensitive, pickup and delivery services between various City and Library locations. Some of these shipments are of high value, large equipment (i.e., computer equipment, signage, displays and other fragile equipment) shipments.
2. In addition, the City and Library may require specialty moving services for relocating equipment, and office furniture and furnishings from one location to another during times of construction or renovation.
4. Services, as-and-when requested, pick-up and delivery of shipments of a varying sizes and weights, to and from a variety of locations within the Metro Vancouver, Fraser Valley and Vancouver Island areas and on occasion interior locations.

The Contractor should provide best Service delivery as follows:

- Fast, efficient and reliable service.
 - Same day delivery and pick-up (on-demand).
 - Follows delivery schedules to maintain service and Stores expectations.
 - Courteous, professional and efficient pick-up and delivery.
6. It will be the responsibility of the Contractor to schedule, coordinate and provide these deliveries in an efficient, timely and cost-effective manner utilizing vehicles most suited for the various requirements. Contractor should be flexible to respond to required deadlines for pick-up and delivery of extra freight. Extra freight delivery may be changed based on an hourly tendered rate or quoted on an as needed basis.
 7. **Heavy or Large Item Pickups.** Shipments of heavier or large items or packages (ones that cannot be handled by the regular scheduled services driver(s)) ready to transport to various civic facilities or other locations as needed. These shipments may require special handling equipment (e.g., pallet jacks) and will be of various volumes and weights. For example:
 - Audio Visual Equipment
 - Computer Hardware
 - Skids of copy paper

- Fitness and Exercise Equipment (not otherwise broken down) of the type you would find in recreation centres;
- Office Desks, office chairs and large seating items of various, weights, sizes and configurations
- Office Chairs and large seating items
- Oxygen tanks;
- office furniture, etc.

The City will make every effort to give advanced notice to the Contractor(s) when there is a large or heavy items of these types of items.

- 8. Track and Trace.** The Contractor shall be responsible for shipments while in its possession, and as a result the Contractor is required to provide track and trace capabilities for any shipment that is being processed through its delivery network.
- 9. Proof of Delivery.** The Contractor is required to provide proof of delivery for any shipment upon completion of final delivery. Proof of delivery requests shall be available using online tools, or through a customer service representative.
- 10. Delivery Attempts.** The Contractor will provide a minimum of two (2) delivery attempts, at no additional charge, before considering the shipment as non-deliverable. The Contractor should advise the destination contact via email when attempts at delivery have failed. All undeliverable goods at destination must be redirected to **Hub #1**.



SCHEDULE B – FORM OF QUOTATION

[Note: The intent of this RFQ is to encourage responses that clearly communicate the Contractor's understanding of the requirements of this RFQ and the Agreement for Services and its implementation. Submission of a Quotation indicates acceptance by a firm of the conditions contained in this RFQ, unless otherwise indicated in the Quotation.]

RFQ Title: Courier and Internal Delivery Services

RFQ No: 1220-040-2022-070

CONTRACTOR

Legal Name: _____

Contact Person and Title: _____

Business Address: _____

Business Telephone: _____

Business Fax: _____

Business E-Mail Address: _____

To:

CITY OF SURREY

City Representative: Sunny Kaila, Manager, Procurement Services

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 - 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 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 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.

Changes and Additions to Specifications and Scope:

6. I/We have reviewed the RFQ Attachment 1 – Draft Agreement, Schedule A – Services. If requested by the City, I/we would be prepared to meet those requirements, amended by the following departures and additions (list, if any) that would be of benefit to the City in terms of value for money, cost savings, environmental benefits or other benefits, together with a description of the resulting change in the Quotation price organize any suggested amendments in the form similar to the following, using additional pages as needed):

Requested Departure(s) / Alternative(s)

7. CONTRACTOR PROFILE AND QUALIFICATIONS

A. Contractor Summary (Note: Provide background information (brief history, size, services offered, etc.)

B. Experience, Qualifications (Note: Describe your relevant experience performing services the same/similar to the Services):

C. References (Note: List 3 client references (excluding City of Surrey and Surrey Library), preferably from other public organizations). We hereby consent to the City contacting references for the purposes of evaluating our Quotation:

Company and Contact Name	Phone / Email	Work Description

D. Key Personnel (Note: Contractor should list key personnel who will be the primary contact for contract and performance management. Should include a brief description of their experience, highlighting relevance and successful completion of work similar to the Services and its scope. By providing this information, you warrant and represent you have each individual's consent to disclosure of their personal information in accordance with privacy laws.)

Name and Title	Area of Responsibility	Experience

E. Sub-Contractors (Note: List all proposed subcontractors and the work they will undertake. Where final selection has not been made, identify the potential subcontractors from which the selection will be made. If none, indicate "Not Applicable". If any subcontractors are individuals, by providing this information, you warrant and represent you have each individual's consent to disclosure of their personal information in accordance with privacy laws.) (Note: As per contract terms, changes to subcontractors are not permitted without written approval of the City.)

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

8. PERFORMANCE PLAN (attach separate page(s))

A. Capability – Demonstrate and describe your general capability to perform the Services, your understanding of the Services through discussion of the key issues, and your ability to meet the requirements of Schedule A (Scope of Services) of the RFQ and the contract terms.

B. Capacity, Volume Fluctuations and Rush Orders. *(Note: Describe your capacity to perform the Services, including staffing levels, vehicle availability, number of drivers, etc. Confirm your ability to provide daily pick-up and delivery services as set out in Schedule A (Scope of Services) and how you will provide the Services for all locations.)*

(Note: Describe how you will (1) meet the estimated volumes as described in the RFQ documents, (2) handle fluctuations if volumes increase with little or no notice, and (3) handle rush orders.)

C. Equipment and other Resources *(Note: Describe the equipment, technologies, and other resources you will utilize to perform the Services efficiently and effectively to meet the timelines.)*

(Note: Describe your process for tracking shipments from origin to destination and providing proof of delivery, as needed.)

D. **Quality Assurance and Quality Control**

(Note: Describe your quality assurance program.)

(Note: Describe how you will maintain quality control and meet quality standards in the performance of the Services, including with respect to Care Home deliveries.)

(Note: Describe how you will take responsibility for and remedy damage to goods, caused by inappropriate handling practices and/or treatment, service deficiencies or sub-standard workmanship by your personnel and/or subcontractors.)

(Note: Describe the process for resolving claims for shipment damage or loss and documentation necessary to report a claim.)

E. **CUSTOMER SERVICE**

Customer Service Approach

(Note: Describe your customer service approach, including issues management, and reporting, etc.)

Response and Escalation

(Note: Describe your escalation process to resolve dispute and manage issues that arise.)

Security Protocols and Procedures

(Note: Describe your processes and procedures for maintaining the security of the goods (including during pick-up and drop-off, and storage) and maintaining confidentiality of the shipments. Your response should include security measures in place at your facilities (where the goods will be performed) and for vehicles (including methods used to secure vehicle contents and the of GPS for vehicles, if any)).

Security Clearances/Background Checks.

(Note: Describe your process for performing/updating background checks/security clearances for personnel and sub-contractors):

Option 6 – Innovative Variation in the Delivery of the Goods and Services

The City is interested in innovative variations to the delivery of the Goods and Services. Variations can range from minor modifications to major system and administrative changes. The list below illustrates (but does not limit or promote the implementation of) possible variations. Innovative variations could include:

- Longer or shorter Agreement terms;
- Service delivery methodology improvements;
- Alternate vehicles/low emission vehicles; and
- Alternate performance requirements.

F. **OTHER INFORMATION**

(Note: Describe in detail any additional or value-added services not specifically requested but offered. There will be no extra costs associated with these services unless such costs are specifically included and explained in Schedule B-1 – Financial Quotation. Nothing proposed in this section will apply unless incorporated into the Agreement Terms.)

9. 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 _____, 202_.

CONTRACTOR

I/We have the authority to bind the Contractor

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

Note:

This Form of Quotation should be signed by a person authorized to sign on behalf of the Proponent as follows:

(a) For a corporation - the authorized signatory(ies) of the corporation;

(b) For a partnership or joint venture - each partner or joint venturer (or their authorized signatories as applicable)

****For joint ventures, one joint venturer must assume overall responsibility for the RFP and the RFP process and be identified accordingly in the proposal; or**

(c) For an individual (including a sole proprietorship) - the individual.

Attachments:

- **Schedule B-1 – Financial Quotation**

SCHEDULE B -1 – FINANCIAL QUOTATION

(Note: This Schedule, subject to negotiations between the City, Library and the successful Contractor(s), will be incorporated into the agreement Terms. In the competitive process, the City or Library will not advise a Contractor on the content of the Quotation. It is left to the discretion of each Contractor to articulate and propose the pricing approach that aligns with their business methods and satisfies the requirements of the RFQ.)

A. PRICING AND PAYMENT TERMS

- (a) Currency. All prices are expressed in Canadian dollars.
- (b) Firm Flat Rate and Hourly Rate Pricing. All Fees (prices) will be fixed.
- (c) All-inclusive Pricing:
 - (i) Fees are all inclusive, and include all pick-up and drop off costs from City and Library locations;
 - (ii) The Contractor is responsible for the payment of its own costs related to the performance of the Services and compliance with the Agreement Terms.

For greater certainty, costs of general management, non-technical supporting services, licensing, insurance, general overhead, mobilization and demobilization, travel time, permits, maintenance of vehicles, fuel, fuel surcharge(s), driver, vehicles and equipment, and all other costs associated with the Services are deemed to be covered by the Fees and will not be subject to additional payment by the City.
- (d) The taxes (as applicable) are not included and will be shown separately on the invoicing.
- (e) Payment Terms. 30 days following receipt of the Services to which the payment relates, or receipt of an invoice by the City's Account Payable, whichever is later.
- (f) Early Payment Discount. A cash discount of _____ % will be allowed if invoices are paid within _____ days.

B. PRICING:

The City is considering the following combinations of delivery options for the Services:

- (1) Option 1 – Courier and internal delivery services (Contract Services - City and Library).
- (2) Option 2 – Everything except reduction in Services to three (3) times per week (**Excluding Library**).

CONTRACTORS FINANCIAL QUOTATIONS - OPTION 1 (Contract Services):

TABLE 1: CITY FACILITIES (Example)

- 1. This table identifies the yearly Fees associated with completing the requirements as outlined in this RFQ for **Option 1** - Courier and Internal Delivery Services for Contract Services:

Monthly Cost for One Vehicle with Driver

	FOR OPTIONAL TERMS				
	FOR YEAR 1	FOR YEAR 2	FOR YEAR 3	FOR YEAR 4	FOR YEAR 5
January	\$	\$	\$	\$	\$
February	\$	\$	\$	\$	\$
March	\$	\$	\$	\$	\$
April	\$	\$	\$	\$	\$
May	\$	\$	\$	\$	\$
June	\$	\$	\$	\$	\$
July	\$	\$	\$	\$	\$
August	\$	\$	\$	\$	\$
September	\$	\$	\$	\$	\$
October	\$	\$	\$	\$	\$
November	\$	\$	\$	\$	\$
December	\$	\$	\$	\$	\$
Sub Total:	\$	\$	\$	\$	\$
Plus GST (5%):	\$	\$	\$	\$	\$
Total Quotation Price:	\$	\$	\$	\$	\$

TABLE 2: SURREY LIBRARY – CONTRACT SERVICES (Example)

1. This table identifies the yearly Fees associated with completing the requirements as outlined in this RFQ for **Option 1** - Courier and Internal Delivery Services – Contract Services – **Library Only**.

Monthly Cost for One Vehicle with Driver

	FOR OPTIONAL TERMS				
	FOR YEAR 1	FOR YEAR 2	FOR YEAR 3	FOR YEAR 4	FOR YEAR 5
January	\$	\$	\$	\$	\$
February	\$	\$	\$	\$	\$
March	\$	\$	\$	\$	\$
April	\$	\$	\$	\$	\$
May	\$	\$	\$	\$	\$
June	\$	\$	\$	\$	\$
July	\$	\$	\$	\$	\$
August	\$	\$	\$	\$	\$
September	\$	\$	\$	\$	\$
October	\$	\$	\$	\$	\$
November	\$	\$	\$	\$	\$
December	\$	\$	\$	\$	\$
Sub Total:	\$	\$	\$	\$	\$
Plus GST (5%):	\$	\$	\$	\$	\$
Total Quotation Price:	\$	\$	\$	\$	\$

TABLE 3 – SURREY LIBRARIES (Schedule A-2-2 ACCESSIBILITY SERVICES DELIVERIES TO CARE HOMES – SURREY LIBRARIES (Example))

1. This table identifies a **fixed fee per stop** that clearly indicates the costs associated with completing the requirements as outlined in Schedule A-2-2 Accessibility Services Deliveries to Care Homes only:

	FOR OPTIONAL TERMS				
	FOR YEAR 1	FOR YEAR 2	FOR YEAR 3	FOR YEAR 4	FOR YEAR 5
ANNUAL FLAT RATE (PER STOP)	\$	\$	\$	\$	\$

Note: These rates will be used to determine the new total monthly cost for approved additional sites or deletion of sites.

CONTRACTORS FINANCIAL QUOTATION - OPTION 2 (Example):

TABLE 1 – CITY FACILITIES (Example)

1. This table identifies the yearly Fees associated with completing the requirements as outlined in this RFQ for **Option 2 - Courier and Internal Delivery Services for three (3) days per week – City Only (excluding Library):**

Monthly Cost for One Vehicle with Driver

	FOR OPTIONAL TERMS				
	FOR YEAR 1	FOR YEAR 2	FOR YEAR 3	FOR YEAR 4	FOR YEAR 5
January	\$	\$	\$	\$	\$
February	\$	\$	\$	\$	\$
March	\$	\$	\$	\$	\$
April	\$	\$	\$	\$	\$
May	\$	\$	\$	\$	\$
June	\$	\$	\$	\$	\$
July	\$	\$	\$	\$	\$
August	\$	\$	\$	\$	\$
September	\$	\$	\$	\$	\$
October	\$	\$	\$	\$	\$
November	\$	\$	\$	\$	\$

December	\$	\$	\$	\$	\$
Sub Total:	\$	\$	\$	\$	\$
Plus GST (5%):	\$	\$	\$	\$	\$
Total Quotation Price:	\$	\$	\$	\$	\$

Notes:

¹ Surrey Library will not be participating in Option 2.

² For clarity, the City reserves the right to award the RFQ by individual category or combination of categories, whichever is to be in the best interest of the City.

FORCE ACCOUNT LABOUR AND VEHICLE RATES (Example).

- Contractors should complete the following tables setting out the all-inclusive force account labour and vehicle rates that includes consideration for overhead and profit for approved extras/credits for all applicable categories of labour:

CITY FACILITIES:

	FOR OPTIONAL TERMS				
	FOR YEAR 1	FOR YEAR 2	FOR YEAR 3	FOR YEAR 4	FOR YEAR 5
One Vehicle with Driver	\$	\$	\$	\$	\$
One Vehicle with Driver and One Swamper	\$	\$	\$	\$	\$

SURREY LIBRARY:

	FOR OPTIONAL TERMS				
	FOR YEAR 1	FOR YEAR 2	FOR YEAR 3	FOR YEAR 4	FOR YEAR 5
One Vehicle with Driver, or	\$	\$	\$	\$	\$
One Vehicle with Driver and One Swamper	\$	\$	\$	\$	\$

SPECIAL SERVICES - AS REQUESTED ON DEMAND PICKUPS AND DELIVERIES

Contractor should indicate below all applicable discounts, price reduction incentive, and other discounts available to the City together with all applicable terms and conditions of same.

Discounts: The City seeks a competitive discount-off the Contractor's most current published list pricing. The discounts will be firm for the term of the Agreement.

Categories	Rate Card (Tariff) Discount Structure (%)
Per shipment any weight (document and parcel shipments)	

Contractors are to describe how they will ensure discounted pricing is available to the City and Library at all times during the Term.

How will discount be connected to our account so (i.e., no necessity to receive estimates/quotes provide a copy of their published rates and their proposed discount rate for the City and Library).
