



REQUEST FOR QUOTATIONS

Title: Chemicals, Water Treatment

Reference No.: 1220-040-2022-101

FOR THE SUPPLY OF GOODS AND SERVICES

(General Services)

Issue Date: December 14, 2022

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REQUEST FOR QUOTATIONS

1. INTRODUCTION

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

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

Confirmation of receipt of email will be issued. 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 January 11th, 2023 (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.

Please Note: *City Hall is closed for Winter Break from December 26th to January 2nd returning to operation on January 3rd. Any correspondence sent to the City will be acknowledged once City Hall has reopened.*

Name: Sunny Kaila, Manager, Procurement Services

E-mail: purchasing@surrey.ca

Reference: 1220-040-2022-101

Inquiries should be made no later than 7 business days before the Date set out in Section 3. The City reserves the right not to respond to inquiries made within 7 business days of the Date set out in Section 3. 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 Agreement or RFQ, 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 or may be relied upon by any Contractor.

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 and the City Website at www.surrey.ca (collectively, the “Websites”), and upon posting, any addenda will form part of this RFQ. It is the responsibility of Contractors to check the Websites for addenda. The only way this RFQ may be added to, or amended in any way, is by a formal written addendum. No other communication, whether written or oral, from any person will affect or modify the terms of this RFQ or may be relied upon by any Contractor. By delivery of a Quotation, the Contractor is deemed to have received, accepted and understood the entire RFQ, including any and all addenda.

6. NO CONTRACT

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

7. ACCEPTANCE

A Quotation will be an offer to the City which the City may accept at any time by signing the copy of the Quotation and delivering it to the Contractor. A Quotation is not accepted by the City unless and until both the authorized signatory of the Contractor and the authorized signatory of the City have signed. Delivery of the signed Agreement by the City may be by fax or pdf e-mail or hard copy. In that event, the contract will be comprised of the documents included in the definition of Agreement in Attachment 1 – Quotation Agreement – Goods and Services.

8. CONTRACTOR'S EXPENSES

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

Quotation, or participating in negotiations for a contract, or other activity related to or arising out of this RFQ.

9. CONTRACTOR'S QUALIFICATIONS

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

10. CONFLICT OF INTEREST

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

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

Contractors and their agents will not contact any member of the City Council, City staff or City consultants with respect to this RFQ, other than the contact person named in Section 4, at any time prior to the award of a contract or the cancellation of this RFQ and which could be viewed as one Contractor attempting to seek an unfair advantage over other Contractors.

12. CONFIDENTIALITY

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

13. SIGNATURE

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

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

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

14. ANTICIPATED QUANTITIES

The City reserves the right and discretion to place orders on quoted items during the duration of the term of the agreement as per Schedule B – Form of Quotation on an as per need basis. All quantities are anticipated quantities only and may or may not increase or decrease according to requirements.

15. EQUIVALENTS, SUBSTITUTIONS, ALTERNATIVES

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

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

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

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

15. LOWER MAINLAND PURCHASING GROUP (LMPG)

The RFQ recognizes the optional participation of members of the Lower Mainland Purchasing Group (the “LMPG”). Agencies that choose to participate in this commodity at a later date,

must be in good standing with the LMPG and must submit their estimated quantities annually, when requested, to reinforce their commitment. Suppliers will be asked to accept orders from new participants but will receive authorization from the Lead Participating Member before proceeding.

16. NATURE OF AGREEMENT

It is understood and agreed by the Contractor that should the Contractor be selected by the LMPG participating members, it will result in an Agreement only and the Goods will be ordered by the LMPG participating members solely on an “as and when required” basis. The aggregate value of Goods which may be ordered is conditional upon the needs of the LMPG participating members. No compensation will be accrued, owed or paid to any Contractor in the event that the Goods are not ordered. If an Agreement is executed by the LMPG participating members, at the sole option of each individual LMPG participating member, the LMPG participating member may place an order for Goods specified in the Agreement and the agrees to provide those Goods. The parties agree that the LMPG participating members may not place any orders for Goods with the Contractor for the duration of the term of the Agreement. The parties agree that the City may purchase identical or similar Goods from any other source.

ATTACHMENT NO. 1 - DRAFT AGREEMENT – GOODS AND SERVICES

Reference Title: Chemicals, Water Treatment

RFQ No.: 1220-040-2022-101

THIS AGREEMENT dated for reference this ____ day of _____, 202_.

BETWEEN:

CITY OF SURREY
13450 - 104 Avenue
Surrey, B.C., V3T 1V8, Canada,

(the "**City**")

AND:

_____ (*Insert Full Legal Name and Address of Contractor*)

(the "**Contractor**")

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

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

1. DEFINITIONS AND INTERPRETATION

1.1 In these General Terms and Conditions:

- (a) "Agreement" means this agreement and all schedules attached hereto;
- (b) "City" means the City of Surrey;
- (c) "Contractor" means a contractor whose Quotation has been accepted by the City and who is providing the Goods and Services under this Agreement;
- (d) "Fees" means the price set out in Schedule B – Quotation Extracts, for the provision of the Goods and Services, unless otherwise agreed by the parties in writing, and includes all taxes;
- (e) "Goods" means the equipment or materials (if any) as described generally in Schedule A, including anything and everything required to be done for the fulfilment and completion of this Agreement;
- (f) "Indemnitees" has the meaning described in Section 11.2;
- (g) "RFQ" means the Request for Quotations;
- (h) "Services" means the services as described generally in Schedule A including anything and everything required to be done for the fulfilment and completion of this Agreement;
- (i) "Term" has the meaning described in Section 3.1; and

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

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

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

Schedule A – Specifications of Goods and Scope of Services;
Schedule B – Quotation Extracts;
Attachment 1 - Contractor Health & Safety Expectations – Responsibility of Contractors

2. GOODS AND SERVICES

2.1 The Contractor covenants and agrees with the City to provide the Goods and Services in accordance with this Agreement. The Goods and Services provided will meet the specifications and scope set out in Schedule A – Specifications of Goods and Scope of Services of this Agreement, and as described in Schedule B – Quotation Extracts of this Agreement.

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

2.3 The Contractor will, if requested in writing by the City, provide additional goods or services. The terms of this Agreement will apply to any additional goods or services, and the fees for additional goods or services will generally correspond to the fees as described in Schedule B – Quotation Extracts of this Agreement. The Contractor will not provide any additional goods or services in excess of the specification of Goods and scope of Services requested in writing by the City.

2.4 The Contractor will perform the Services with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner performing services similar to the Services, and on the understanding that the City is relying on the Contractor's experience and expertise. The Contractor represents that it has the expertise, qualifications, resources, and relevant experience to supply the Goods and Services.

2.5 The Contractor will deliver the Goods free and clear of all liens and encumbrances in the manner and to the destination stipulated. In the event of the Contractor's failure to meet this condition, the Contractor will, on written notice from the City, forthwith return all monies paid by the City on account of the Goods and in addition the City may by written notice terminate this Agreement without liability, and in such event, in addition to the above, the Contractor will be liable for any and all expenses or losses incurred by the City resulting from such failure.

2.6 Pandemic Restrictions

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 providing the Goods and performance of the Services 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 Goods and Services. The parties confirm:

- (a) notwithstanding the known existence of the Pandemic, Section 2.6 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 provide the Goods and 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 18 (Workers' Compensation Board and Occupational Health and Safety); and
- (c) if new Pandemic Restrictions occur that cause or threaten interruption of the Goods and Services the Contractor will give the City immediate notice, and a written plan of the interim steps the Contractor will take, if any, during the interruption of the Goods and Services, and when Pandemic Restrictions permit, provide the City with a written plan for the resumption of the Goods and Services.

3. TERM

- 3.1 The Contractor will provide the Goods and Services for the period commencing on (**START DATE**) and terminating on (**END DATE**) (the "**Term**").
- 3.2 The City may at any time prior to 30 days before the end of the Term, by written notice to the Contractor, extend the Term for a period of time not to exceed four 1-year extensions. If the City elects to extend the Term, the provisions of this Agreement will remain in force, including the Fees, except where amended in writing by the parties.

4. TIME

- 4.1 Time is of the essence.

5. FEES

- 5.1 The City will pay the Fees to the Contractor in accordance with this Agreement. Payment by the City of the Fees will be full payment for the Goods and Services and the Contractor will not be entitled to receive any additional payment from the City.
- 5.2 For greater certainty, costs of general management, non-technical supporting services and general overhead are deemed to be covered by the Fees and will not be subject to additional payment by the City. The Fees shall also include without limitation all costs of boxing, packing, crating, and loading and unloading the Goods at the prescribed destination.

6. PAYMENT

- 6.1 Subject to any contrary provisions set out in Schedule B – Quotation Extracts of the Agreement, the Contractor will submit an invoice to the City requesting payment of the

portion of the Fees relating to the Goods and Services provided. Invoices should include the Contractor's name, address and telephone number, the City's purchase order number <<☒ insert purchase order or contract reference number>, the Contractor's invoice number, the names, charge-out rates and number of hours worked of all employees of the Contractor that have performed Services; the percentage of Services completed and Goods delivered at the end of the previous month; the total budget for the Goods and Services and the amount of the budget expended to the date of the invoice; taxes (if any); and grand total of the invoice.

- 6.2 If the City reasonably determines that any portion of an invoice is not payable, then the City will so advise the Contractor.
- 6.3 The City will pay the portion of an invoice which the City determines is payable within 30 days of the receipt of the Invoice, except the City may hold back from payments 10% of the amount the City determines is payable to the Contractor until such time as the Contractor provides its final report to the City.
- 6.4 If the Contractor offers the City a cash discount for early payment, then the City may, at the City's sole discretion, pay the portion of an Invoice which the City determines is payable at any time after receipt of the Invoice.

Invoices will be submitted by the Contractor electronically to: surreyinvoices@surrey.ca

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

7. USE OF WORK PRODUCT

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

8. PERSONNEL AND SUBCONTRACTORS

- 8.1 The Contractor will provide only personnel who have the qualifications, experience and capabilities to provide the Goods and perform the Services.
- 8.2 The Contractor will provide the Goods and Services using the personnel and sub-contractors as may be listed in the Quotation, and the Contractor will not remove any such listed personnel or sub-contractors from the Services without the prior written approval of the City.

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

9. LIMITED AUTHORITY

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

10. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

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

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

11. WARRANTIES

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

12. INSURANCE AND DAMAGES

- 12.1 The Contractor will indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons which any of the Indemnitees incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Contractor of any obligation of this Agreement, or any wrongful or negligent act or omission of the Contractor or any employee or agent of the Contractor.
- 12.2 The indemnities described in 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.

- 12.3 The Contractor will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this Agreement the following insurances in forms and amounts acceptable to the City from insurers licensed to conduct business in Canada:
- (a) commercial general liability insurance on an occurrence basis, in an amount not less than five million (\$5,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Contractor, its employees and agents. The insurance will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and operators liability, broad form products and completed operations, owners and contractors protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability, broad form loss of use, personal injury, and incidental medical malpractice. The City will be added as additional insured;
 - (b) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than three million (\$3,000,000) dollars per occurrence for bodily injury, death and damage to property; and
 - (c) contractors' equipment insurance in an all risks form covering construction machinery and equipment used for the performance of the Services.
- 12.4 The Contractor will provide the City with evidence of the required insurance prior to the commencement of this Agreement. Such evidence will be in the form of a completed certificate of insurance acceptable to the City. The Contractor will, on request from the City, provide certified copies of all of the Contractor's insurance policies providing coverage relating to the Services, including without limitation any professional liability insurance policies. All required insurance will be endorsed to provide the City with thirty (30) days advance written notice of cancellation or material change restricting coverage. To the extent the City has an insurable interest, the builder's risk policy will have the City as first loss payee. The Contractor will be responsible for deductible amounts under the insurance policies. All of the Contractor's insurance policies will be primary and not require the sharing of any loss by the City or any insurer of the City.
- 12.5 The Contractor acknowledges that any requirement by the City as to the amount of coverage under any policy of insurance will not constitute a representation by the City that the amount required is adequate and the Contractor acknowledges and agrees that the Contractor is solely responsible for obtaining and maintaining policies of insurance in adequate amounts. The insurance policy coverage limits shall not be construed as relieving the Contractor from responsibility for any amounts which may exceed these limits, for which the Contractor may be legally liable.
- 12.6 The Contractor shall place and maintain, or cause any of its sub-contractors to place and maintain, such other insurance or amendments to the foregoing policies as the City may reasonably direct.
- 12.7 The Contractor hereby waives all rights of recourse against the City for loss or damage to the Contractor's property.

13. CITY RESPONSIBILITIES

- 13.1 The City will, in co-operation with the Contractor, make efforts to make available to the Contractor information, surveys, and reports which the City has in its files and records that relate to the Goods and Services. The Contractor will review any such material upon which the Contractor intends to rely and take reasonable steps to determine if that information is complete or accurate. The Contractor will assume all risks that the information is complete and accurate and the Contractor will advise the City in writing if in the Contractor's judgment the information is deficient or unreliable and undertake such new surveys and investigations as are necessary.
- 13.2 The City will in a timely manner make all decisions required under this Agreement, examine documents submitted by the Contractor and respond to all requests for approval made by the Contractor pursuant to this Agreement.
- 13.3 If the City observes or otherwise becomes aware of any fault or defect in the delivery of Goods or the provision of Services, it may notify the Contractor, but nothing in this Agreement will be interpreted as giving the City the obligation to inspect or review the Contractor's performance with regards to delivering Goods or the performance of the Services.

14. DEFICIENCIES

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

15. DEFAULT AND TERMINATION

- 15.1 In the event the Contractor does not deliver the Goods or perform the Services by the date specified in this Agreement, then:
- (a) the City reserves the right to terminate this Agreement, in whole or in part, and in the event of such termination no payment will be owing by the City on account of this Agreement and the Contractor will be liable for any and all expenses or loss resulting from such failure or delay and will return all monies paid by the City; or
 - (b) if the City does not terminate this Agreement for late delivery or performance, the City may deduct and setoff from any payments owing to the Contractor all additional costs the City reasonably incurs on account of the late delivery or performance.

- 15.2 The City may by written notice at any time cancel this Agreement with respect to Goods which, as of the date of cancellation, have not been shipped.
- 15.3 The City may at any time and for any reason by written notice to the Contractor terminate this Agreement before the completion of all the Goods and Services, such notice to be determined by the City at its sole discretion. Upon receipt of such notice, the Contractor will perform no further Goods and Services other than the work which is reasonably required to complete the Goods and Services. Despite any other provision of this Agreement, if the City terminates this Agreement before the completion of all the Goods and Services, the City will pay to the Contractor all amounts owing under this Agreement for Goods and Services provided by the Contractor up to and including the date of termination, plus reasonable termination costs in the amount as determined by the City in its sole discretion. Upon payment of such amounts no other or additional payment will be owed by the City to the Contractor, and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Goods and Services not performed or other profit opportunities.
- 15.4 The City may terminate this Agreement for cause as follows:
- (a) If the Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or if a receiver is appointed because of its insolvency, the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Contractor or receiver or trustee in bankruptcy written notice; or
 - (b) If the Contractor is in breach of any term or condition of this Agreement, and such breach is not remedied to the reasonable satisfaction of the City within 5 days after delivery of written notice from the City to the Contractor, then the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Contractor further written notice.
- 15.5 If the City terminates this Agreement as provided by Section 15.4 then the City may:
- (a) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Goods and Services;
 - (b) withhold payment of any amount owing to the Contractor under this Agreement for the performance of the Goods and Services;
 - (c) set-off the total cost of completing the Goods and Services incurred by the City against any amounts owing to the Contractor under this Agreement, and at the completion of the Goods and Services pay to the Contractor any balance remaining; and
 - (d) if the total cost to complete the Goods and Services exceeds the amount owing to the Contractor, charge the Contractor the balance, which amount the Contractor will forthwith pay.

16. CURING DEFAULTS

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

17. DISPUTE RESOLUTION

- 17.1 The parties will make reasonable efforts to resolve any dispute, claim, or controversy arising out of this Agreement or related to this Agreement (“Dispute”) using the dispute resolution procedures set out in this Section.
- 17.2 Negotiation: The parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.
- 17.3 Mediation: If all or any portion of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may by notice to the other party refer the matter to mediation. Within 7 days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Surrey, British Columbia. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation.
- 17.4 Litigation: If within 90 days of the request for mediation the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice commence litigation.

18. WCB AND OCCUPATIONAL HEALTH AND SAFETY

- 18.1 The Contractor agrees that it shall, at its own expense, procure and carry, or cause to be procured, carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in the supply of the Goods and Services. The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for the Workers' Compensation Board coverage against any monies owing by the City to the Contractor. The City will have the right to withhold payment under this Agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of the Goods and Services have been paid in full.
- 18.2 The Contractor will provide the City with the Contractor's Workers' Compensation Board registration number and a letter from the Workers' Compensation Board confirming that the Contractor is registered in good standing with the Workers' Compensation Board and that all assessments have been paid to the date thereof prior to the City having any obligations to pay monies under this Agreement.
- 18.3 The Contractor agrees that it is the prime contractor for the Goods and Services as defined in the *Workers Compensation Act, R.S.B.C. 2019, c.1*, as amended. The Contractor will have a safety program in place that meets the requirements of the Workers' Compensation Board Occupational Health and Safety Regulation and the *Workers Compensation Act*. As prime contractor, the Contractor will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the Goods and Services. That person will be the person so identified in this Agreement, and the Contractor will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.

- 18.4 Without limiting the generality of any other indemnities granted by the Contractor in this Agreement, the Contractor shall indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgements, penalties and proceedings (including all actual legal costs) which any of the Indemnitees incur, suffer or are put to arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.
- 18.5 The Contractor will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensations Act* and Regulations pursuant thereto.
- 18.6 The City may, on twenty-four (24) hours written notice to the Contractor, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person. However, in no case will the City be responsible to ascertaining or discovering, through inspections or review of the operations of the Contractor or otherwise, any deficiency or immediate hazard.
- 18.7 The Contractor understands and undertakes to comply with all Workers' Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations. All "Material Safety Data Sheets (MSDS)" shall be shipped along with the Goods and any future MSDS updates will be forwarded.

19. BUSINESS LICENSE

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

20. GENERAL PROVISIONS FOR GOODS

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

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

- 20.2 If this Agreement pertains to the fabrication, assembly or other processing of the Goods, representatives of the City shall be permitted free access at all reasonable times for the purpose of inspection, testing or obtaining information as to the progress of the fabrication, assembly or processing.
- 20.3 The City may require that shop drawings be submitted by the Contractor for review prior to the delivery of the Goods. The City may require that a qualified registered professional engineer stamp and approve a shop drawing prior to submission. Any review of shop

drawings by the City will not relieve the Contractor from its obligation to deliver Goods in full compliance with all requirements of this Agreement.

21. COMPLIANCE

- 21.1 The Contractor will provide the Goods and Services in full compliance with all applicable laws, building codes and regulations.
- 21.2 The Contractor will, as a qualified and experienced practitioner, interpret applicable codes, laws and regulations applicable to the performance of the Services. If an authority having jurisdiction imposes an interpretation which the Contractor could not reasonably have verified or foreseen prior to entering into this Agreement, then the City will pay the additional costs, if any, of making alterations so as to conform to the required interpretation.
- 21.3 The Contractor shall comply with all applicable policies, procedures and instructions provided by the City

22. JURISDICTION OF COUNCIL AND NON-APPROPRIATION

- 22.1 Nothing in this Agreement limits or abrogates, or will be deemed to limit or abrogate, the jurisdiction of the Council of the City in the exercise of its powers, rights or obligations under any public or private statute, regulation or by-law or other enactment.
- 22.2 The Contractor recognizes and agrees that the City cannot make financial commitments beyond the City's current fiscal year. The City will annually make bonafide requests for appropriation of sufficient funds to cover all payments covered by this Agreement. If City Council does not appropriate funds, or appropriates insufficient funds, the City will notify the Contractor of its intention to terminate or reduce the services so affected within 30 days after the non-appropriation becomes final. Such termination shall take effect 30 days from the date of notification, shall not constitute an event of default and shall relieve the City, its officers and employees, from any responsibility or liability for the payment of any further amounts under this Agreement.

23. WAIVER

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

24. APPLICABLE LAW AND CITY POLICIES

- 24.1 Applicable Laws and Policies

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

The Contractor shall comply with all applicable policies, procedures and instructions provided by the City.

24.2 Codes and By-Laws

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

24.3 Interpretation of Codes

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 Consultant could not reasonably have verified or foreseen prior to entering into this agreement, then the City will pay the additional costs, if any, of making alterations so as to conform to the required interpretation.

25. NOTICES

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

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

25.2 The addresses for delivery will be as shown in the Quotation. In addition, the City may give notice to the Contractor by email at the Contractor's email address as shown in the Quotation, which email will be deemed to be validly given and received by the Contractor on transmission. The Contractor may not give notice to the City by email.

26. MERGER AND SURVIVAL

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

27. ENTIRE AGREEMENT

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

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

28. PARTICIPATING ENTITIES TERMS AND CONDITIONS

- 28.1 The municipalities listed below have signified their intent to enter into contracts and participate with the City for this Agreement. These entities are considered participating entities for the purposes of this solicitation and its resulting contracts.
- 28.2 Specific terms and conditions related to each participating entity may be attached below.
- 28.3 Participating entities include:
- City of Surrey
 - City of Port Moody
 - North Vancouver Recreation & Culture Commission
 - District of Mission
 - Township of Langley
 - City of Port Coquitlam
 - District of West Vancouver
 - Resort Municipality of Whistler
 - City of Abbotsford
- 28.4 The City and any participating entities reserve the right to competitively solicit additional sources for the goods during the contract terms, where deemed to be in the best interests of the City and/or participating entities involved. Further, participating entities may have existing agreements for goods within the scope of this solicitation.
- 28.5 The City and any participating entity reserve the right to award partial Goods categories or not participate in the award if deemed to not be in the best interest of that participating entity.

29. SIGNATURE

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

30. COMPLIANCE WITH COMMUNICABLE DISEASE PLAN

- 30.1 It is a material term of this agreement that the Contractor, and any personnel and subcontractors performing the Services who (a) will enter City facilities or (b) will be in close physical proximity to City staff outdoors, comply with the City's Communicable Disease plan and requirements, including with respect to Contractor's personnel will perform a self-health assessment prior to beginning work each day on-site.

31. ENUREMENT

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

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first written above.

CITY OF SURREY

by its authorized signatory(ies):

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

<<NAME OF CONTRACTOR>>

I/We have the authority to bind the Contractor.

(Legal Name of Contractor)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

SCHEDULE A – SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES

1. SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES

The Contractor shall furnish all necessary labour, materials, supplies, and transportation necessary to supply and deliver the Good(s) and any spare parts and performance of the Services in accordance with this Agreement.

Previous Annual Usage (Pre Covid-19 Pandemic)

Product by Customer	2019	2018	2017	2016	2015	Grand Total	Yearly Average
Algysolve 2250, Algaecide (L)	-	-	-	-	80	80	16
City of Surrey	-	-	-	-	80	80	16
Calcium Chloride 77%, Flake (kg)	26,025	29,975	41,725	26,900	25,575	150,200	30,040
City of Port Coquitlam	1,700	2,700	2,500	2,350	2,725	11,975	2,395
City of Port Moody	1,125	1,125	1,250	1,975	2,875	8,350	1,670
City of Surrey	14,800	17,125	14,250	13,925	12,950	73,050	14,610
District of Mission	3,000	2,300	1,800	2,150	2,700	11,950	2,390
District of North Vancouver	3,375	3,500	3,675	4,150	2,325	17,025	3,405
District of West Vancouver	2,025	2,225	2,450	2,350	1,100	10,150	2,030
Resort Municipality of Whistler	-	-	-	-	900	900	180
Township of Langley	-	1,000	15,300	-	-	26,300	3,260
Calcium Chloride 83%, Flake (kg)	2,625	-	1,875	-	-	4,500	900
City of Port Coquitlam	450	-	-	-	-	450	148
City of Surrey	2,175	-	625	-	-	2,800	560
Resort Municipality of Whistler	-	-	1,250	-	-	1,250	250
Calcium Chloride High Test Fines (kg)	7,196	7,945	7,673	6,560	2,906	32,279	6,456
City of Abbotsford	2,769	3,314	4,154	3,269	2,906	16,412	3,282
City of Port Coquitlam	-	772	-	227	-	999	200

Product by Customer	2019	2018	2017	2016	2015	Grand Total	Yearly Average
Township of Langley	4,427	3,859	3,519	3,065	-	14,869	2,974
Calcium Hypochlorite, HTH Granular (kg)	1,372	1,788	2,250	1,980	1,380	8,770	1,754
City of Abbotsford	120	150	30	150	150	600	120
City of Port Moody	-	-	-	-	30	30	6
City of Surrey	1,110	1,530	1,950	1,590	1,110	7,920	1,458
District of North Vancouver	112	108	270	210	90	790	158
District of West Vancouver	-	-	-	30	-	30	6
Township of Langley	30	-	-	-	-	30	16
Chlorine Liquified Gas, NSF® - 60 (kg)	13,736	17,816	16,184	14,756	17,408	79,900	15,980
City of Port Moody	476	816	1,224	1,496	2,176	6,188	1,238
District of North Vancouver	6,596	6,936	5,644	3,468	3,604	26,248	5,250
District of West Vancouver	-	3,264	3,468	3,740	4,284	14,756	2,951
Township of Langley	6,664	6,800	5,848	6,052	7,344	32,708	6,542
Citric Acid 50%, Solution, NSF® - 60 (kg)	521	1,302	521	1,042	521	3,906	781
District of West Vancouver	521	1,302	521	1,042	521	3,906	781
CTI 4900 Coagulant NSF® - 60 (kg)	51,200	52,800	52,800	51,200	41,600	259,600	49,920
District of West Vancouver	51,200	52,800	52,800	51,200	41,600	259,00	49,920
Cyanuric Acid (kg)	200	500	50	100	250	1,100	220
City of Port Coquitlam	-	200	50	50	150	450	90
City of Port Moody	50	100	-	50	100	300	60
Township of Langley	150	200	-	-	-	350	70
D.E., Celatom Swimpool Grade (kg)	3,178	2,497	3,178	4,086	4,903	17,842	3,568
District of North Vancouver	3,178	2,497	3,178	4,086	4,903	17,842	3,568

Product by Customer	2019	2018	2017	2016	2015	Grand Total	Yearly Average
Hydrochloric Acid 15% NSF® - 60 (kg)	43,130	11,577	-	-	-	54,707	10,941
Township of Langley	43,130	11,577	-	-	-	54,707	10,941
Hydrochloric Acid 31.45% NSF® - 60 (kg)	152,321	153,028	161,178	125,875	94,164	686,567	137,313
City of Abbotsford	8,640	9,600	10,080	7,680	8,880	44,880	8,976
City of Port Coquitlam	449	823	785	954	411	3,422	684
City of Port Moody	969	337	598	639	-	2,543	509
City of Surrey	117,799	128,469	134,114	101,578	72,569	554,529	110,906
District of Mission	7,820	7,429	9,568	6,624	5,888	37,329	7,466
District of North Vancouver	6,118	5,267	5,658	7,498	5,681	30,222	6,044
District of West Vancouver	8,415	991	94	206	37	9,743	1,949
Township of Langley	2,111	112	281	698	698	3,899	780
Perlite, Harborlite AquaPerl (kg)	2,449	1,406	170	-	-	4,026	805
District of North Vancouver	680	964	170	-	-	1,814	363
Township of Langley	1,769	442	-	-	-	2,211	442
Perlite, Tech-Flo 2000X (kg)	24,710	22,521	20,004	11,646	3,459	82,340	16,468
City of Surrey	24,710	22,521	20,004	11,646	3,459	82,340	16,468
Soda Ash, Dense, NSF® - 60 (kg)	6,129	7,332	6,787	8,240	11,146	39,634	7,927
City of Abbotsford	-	45	-	91	45	182	36
City of Port Coquitlam	-	-	-	23	-	23	5
City of Port Moody	227	681	454	1,476	2,611	5,448	1090
City of Surrey	45	45	68	91	295	545	109
District of North Vancouver	2,906	2,996	4,018	3,428	3,882	17,229	3,446
District of West Vancouver	45	840	1,112	908	1,521	4,427	885
Township of Langley	2,906	2,724	1,135	2,225	2,792	11,781	2,356

Product by Customer	2019	2018	2017	2016	2015	Grand Total	Yearly Average
Sodium Bicarbonate (kg)	56,050	56,900	55,825	-	1,900	170,675	34,135
City of Abbotsford	7,175	8,600	4,500	-	-	20,275	4,055
City of Port Coquitlam	1,400	1,600	500	-	-	3,500	700
City of Port Moody	1,575	1,900	1,375	-	-	4,850	970
City of Surrey	20,950	18,300	39,900	-	1,900	81,050	16,210
District of Mission	1,000	-	-	-	-	1,000	200
District of North Vancouver	16,800	15,675	5,200	-	-	37,675	7,535
District of West Vancouver	7,150	8,825	3,000	-	-	18,975	3,795
Township of Langley	-	2,000	1,350	-	-	3,350	670
Sodium Bicarbonate, USP # 1 (kg)	101,673	99,630	95,930	121,581	95,136	513,951	102,790
City of Abbotsford	-	227	3,768	6,265	7,151	17,411	3,482
City of Port Coquitlam	-	-	1,135	1,566	1,544	4,245	849
City of Port Moody	-	-	681	2,247	2,883	5,811	1,162
City of Surrey	68,236	78,088	58,407	75,092	49,804	329,627	65,925
District of Mission	5,562	6,674	7,786	5,562	4,449	30,032	6,006
District of North Vancouver	-	-	7,695	9,897	7,241	24,834	4,967
District of West Vancouver	-	-	5,335	8,717	8,263	22,314	4,463
Township of Langley	27,876	14,642	11,123	12,235	13,802	79,677	15,935
Sodium Bisulphate, Solid (kg)	900	300	625	-	-	1,825	365
District of Mission	900	300	-	-	-	1,200	240
Resort Municipality of Whistler	-	-	625	-	-	625	125
Sodium Bisulphite 38% Solution, NSF® - 60 (kg)	273	1,638	1,092	1,911	-	4,914	983
District of West Vancouver	273	1,638	1,092	1,911	-	4,914	983
Sodium Hydroxide Solution, Bulk 25% NSF® - 60 (kg)	49,106	44,870	56,927	56,280	38,609	245,792	49,158

Product by Customer	2019	2018	2017	2016	2015	Grand Total	Yearly Average
District of West Vancouver	49,106	44,870	56,927	56,280	38,609	245,792	49,158
Sodium Hypochlorite 12%, NSF® - 60 (L)	568,788	557,858	491,162	479,111	383,537	2,480,456	496,091
City of Abbotsford	45,686	49,377	49,848	55,855	43,729	244,495	48,899
City of Port Coquitlam	40,346	35,029	36,894	35,318	32,007	179,594	35,919
City of Port Moody	9,485	5,200	5,960	7,640	4,000	32,285	6,457
City of Surrey	242,938	261,805	239,606	221,355	165,938	1,131,642	226,328
District of Mission	23,666	23,879	23,722	27,410	21,215	119,892	23,978
District of North Vancouver	21,828	27,166	26,715	25,390	21,408	122,507	24,501
District of West Vancouver	92,567	67,004	75,981	73,999	63,860	373,411	74,682
Resort Municipality of Whistler	20,160	17,220	18,512	16,800	16,800	89,492	17,898
Township of Langley	72,112	71,178	13,924	15,344	14,580	187,138	37,428
Sodium Hypochlorite 6%, NSF® - 60 (L)	2,464	4,016	3,328	1,728		11,536	2,307
City of Surrey	160	1,152	160	-	-	1,472	294
District of Mission	2,304	2,864	3,168	1,728	-	10,064	2,013
Sodium Thiosulphate (kg)	5,975	3,300	5,350	3,700	5,575	23,900	4,780
City of Abbotsford	75	25	2,050	1,075	50	3,275	655
City of Port Coquitlam	2,000	1,000	-	50	-	3,050	610
City of Port Moody	25	25	-	50	-	100	20
City of Surrey	175	175	200	150	300	1,000	200
District of Mission	2,050	1,000	3,050	1,000	2,100	9,200	1,840
District of North Vancouver	-	-	50	75	-	125	25
District of West Vancouver	1,050	1,025	-	1,125	2,025	5,225	1,045
Resort Municipality of Whistler	-	-	-	-	1,000	1,000	200
Township of Langley	600	50	-	175	100	925	185

SCHEDULE A1 – DELIVERY ADDRESSES

Name & Address	Details
City of Surrey	
Surrey Sport & Leisure Complex 16555 – Fraser Hwy #100 Surrey BC, V4N 0E9	<ul style="list-style-type: none"> - Power tailgate needed for orders of acid - Lift jack needed for all orders
Newton Recreation Centre 13730 – 72 Ave Surrey BC, V3W 2P4	<ul style="list-style-type: none"> - Power tailgate needed for orders of acid - Lift jack needed for all orders - Delivery area located adjacent to bus loop. Newton Recreation staff will control pedestrian traffic
Guildford Recreation Centre 15105 – 105 Ave Surrey BC, V3R 7G8	<ul style="list-style-type: none"> - Acid totes – required specific volume (990kg) to ensure that trucks can adequately handle the weight of the totes when removing from truck - Electric pallet jack – required for acid totes - Dry chemicals – required to be packed on 40” width skid with no overhang. Without this we cannot put into elevator - Dry chemicals must be packed with no more than 25 bags. This is to ensure that the pallet is manageable to move into the elevator as well as when it is stacked with more it becomes more likely to have overhang and not fit into the elevator (this does not apply to perlite). - Perlite needs to be stacked low enough that it can fit into the elevator. - Time frame may be required – depending on our staffing requirements, we may need a specific time frame (previously between 8-10am, was changed to am delivery)
Grandview Heights Aquatic Centre 16855 24 Ave Surrey BC, V3Z 0A2	<ul style="list-style-type: none"> - Power tailgate - Pallet jack - Acid totes – required specific volume (990kg) to ensure that trucks can adequately handle the weight of the totes when removing from truck - We ask for a specific delivery time frame for acid transfer to ensure we have our Pool Service Workers overlapping
South Surrey Indoor Pool 14655 – 17 Ave Surrey BC, V4A 5M2	<ul style="list-style-type: none"> - Power tailgate - Electric pallet jack – pallets need to be maneuvered into the storage room - Deliveries are best between 11am and 4pm Mon- Thurs to ensure appropriate staff are on site

Name & Address	Details
City of Port Moody	
Rocky Point Pool 2800 Murray Street Port Moody, BC, V3H 1X2	Chlorine gas has two delivery locations. One is at the Rocky Point Pool and the other is delivered directly to the pool at 203 Westhill Place
District of West Vancouver	
Aquatic Centre Pool 2121 Marine Drive, West Vancouver, BC, V7V 4Y2	No current special delivery instructions
Eagle Lake Water Treatment Plant 3755 Cypress Bowl Road, West Vancouver, B.C. V7S 3E7	<p>To get to the Water Treatment Plant, you need to use the access road. The access road is within 100 meters of the District of West Vancouver Operations Centre, located at 3755 Cypress Bowl Road, West Vancouver. (approximately 1.6 kilometers from the Cypress Bowl Road Exit #8 on the Trans Canada Hwy#1). The access road is 3.2 kilometers long, lower sections are paved, upper sections are paved, graveled, steep narrow and winding. There are three locked gates that prevent public access The road, gates and locks are maintained by the District of West Vancouver.</p> <p>The District of West Vancouver will clear the roads of snow and ice prior to any deliveries</p>
Montizambert Water Treatment Plant Near Sunset Marina West Vancouver, BC	<u>Note:</u> located 200 meters North of Highway 99 at Sunset Marina, West Vancouver
City of Port Coquitlam	
Public Works Building 1737 Broadway Street, Port Coquitlam, B.C. V3C 2M9	No current special delivery instructions
Hyde Creek Recreation Centre 1379 Laurier Ave Port Coquitlam, BC, V3B 2B9	No current special delivery instructions
Centennial Pool (Outdoor) 3050 Chester Street, Port Coquitlam, BC, V3B 7H3	No current special delivery instructions
Robert Hope Pool (Outdoor) 2137 Lamprey Street, Port Coquitlam, BC, V3C 2V7	No current special delivery instructions
Resort Municipality of Whistler	
Whistler Public Works 8001 Highway 99 Whistler, BC, V0N 1B8	No current special delivery instructions

Name & Address	Details
City of Abbotsford	
Matsqui Recreation Centre 3106 Clearbrook Road Abbotsford BC, V2T 4N6	No current special delivery instructions
Abbotsford Recreation Centre 2499 McMillan Road Abbotsford, BC, V2S 7R3	No current special delivery instructions
City of Mission	
Mission Leisure Centre 7650 Grand Street Mission, BC, V2V 3T3	Delivery gate access is off of 7 th Ave (by the Macs Convenience Store), East of Grand Street
Public Works 33835 Dewdney Trunk Road Mission, BC, V2V 4L9	No current special delivery instructions
Township of Langley	
Walnut Grove Community Centre 8889 Walnut Grove Drive, Langley, BC, V1M 2N7	Electric power jack
W.C. Blair Recreation Centre 22200 Fraser Highway Langley BC, V3A 3T2	Power tailgate
Aldergrove Credit Union Community Centre 27032 Fraser Highway Langley BC, V4W 3P6	Power tail gate and pallet jack required
North Vancouver Recreation & Culture Commission	
Harry Jerome Recreation Centre 123 East 23 rd Street North Vancouver, BC, V7L 3E2	Power tailgate and Power jack needed Call the front desk when onsite 604-983-6402
Karen Magnussen Recreation Centre 2300 Kirkstone Road North Vancouver, BC, V7J 3M3	Power tailgate and Power jack needed Call the front desk when onsite 604-983-6550
Delbrook Recreation Centre 851 Queens Road North Vancouver, BC, V7N 4E3	Power tailgate and Power jack needed Call the front desk when onsite 604-983-6530
Ron Andrews Recreation Centre 931 Lytton Street North Vancouver BC, V7H 2M5	Power tailgate and Power jack needed Call the front desk when onsite 604-983-6500

SCHEDULE A2 - 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, hotwork, 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 city representative
- ❖ 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.

A common sense approach usually resolves the issue.

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

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: <u>August 15, 2014</u>

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 B – QUOTATION

RFQ Title: Chemicals, Water Treatment

RFQ No: 1220-040-2022-101

CONTRACTOR

Legal Name: _____

Contact Person and Title: _____

Business Address: _____

Business Telephone: _____

Business Fax: _____

Business E-Mail Address: _____

CITY OF SURREY

City Representative: Sunny Kaila, Manager, Procurement Services

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

1. 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 RFQ. Except as specifically modified by this Quotation, all terms, conditions, representations, warranties and covenants as set out in the RFQ will remain in full force and effect.

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

Section	Requested Departure(s)
_____	_____
_____	_____

Please State Reason for the Departure(s):

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

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

Requested Departure(s):

Please State Reason for the Departure(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:

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

Fees and Payments

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

F.O.B. Destination Freight Prepaid	Payment Terms: A cash discount of ____% will be allowed if invoices are paid within ____ days, or the ____ day of the month following, or net 30 days, on a best effort basis.			Ship Via:		
Chemical Name	Packaging Option 1			Packaging Option 2		
	Package Size	Price	Price per base UOM	Package Size	Price	Price per base UOM
<i>Example Chemical</i>	25kg bag	\$25	\$1/kg	200kg drum	\$150	\$0.75kg
Algysolve 2250, Algaecide (L)						
Calcium Chloride 77%, Flake (kg)						
Calcium Chloride 83%, Flake (kg)						
Calcium Chloride High Test Fines (kg)						
Calcium Hypochlorite, HTH Granular (kg)						
Chlorine Liquified Gas, NSF® - 60 (kg)						
Citric Acid 50%, Solution, NSF® - 60 (kg)						
CTI 4900 Coagulant NSF® - 60 (kg)						
Cyanuric Acid (kg)						
D.E., Celatom Swim pool Grade (kg)						
Hydrochloric Acid 15% NSF® - 60 (kg)						
Hydrochloric Acid 31.45% NSF® - 60 (kg)						
Perlite, Harborlite AquaPerl (kg)						
Perlite, Tech-Flo 2000X (kg)						
Soda Ash, Dense, NSF® - 60 (kg)						
Sodium Bicarbonate (kg)						
Sodium Bicarbonate, USP # 1 (kg)						
Sodium Bicarbonate, Pool Grade (kg)						

Chemical Name	Packaging Option 1			Packaging Option 2		
	Package Size	Price	Price per base UOM	Package Size	Price	Price per base UOM
Sodium Bisulphate, Solid (kg)						
Sodium Bisulphite 38% Solution, NSF® - 60 (kg)						
Sodium Hydroxide Solution, Bulk 25% NSF® - 60 (kg)						
Sodium Hypochlorite 12%, NSF® - 60 (L)						
Sodium Hypochlorite 6%, NSF® - 60 (L)						
Sodium Thiosulphate (kg)						
Caustic Soda 50% (kg)						
ClearHib9 Corrosion Inhibitor (kg)						
Zinc Orthophosphate (L)						
Deposit – Bulk Ordering						

Note: add more columns as needed for additional Package Types

8. Please list out, and provide information for, any products which you believe could be equivalent to the requested items above.

9. Please provide the general Delivery charges:

Question	Answer
What is the standard timeline for delivery?	
What is the minimum dollar order for Prepaid and Charged Delivery?	
What is the charge for an order under the minimum order amount?	
What is the charge for a rush order?	

10. Please provide location specific delivery charges, if they are applicable:

Name & Address	Surcharge (Provide Details if Possible)
City of Surrey	
Surrey Sport & Leisure Complex	
Newton Recreation Centre	
Guildford Recreation Centre	
Grandview Heights Aquatic Centre	
South Surrey Indoor Pool	
City of Port Moody	
Rocky Point Pool	
District of West Vancouver	
Aquatic Centre Pool	
Eagle Lake Water Treatment Plant	
Montizambert Water Treatment Plant	
City of Port Coquitlam	
Public Works Building	
Hyde Creek Recreation Centre	
Centennial Pool (Outdoor)	
Robert Hope Pool (Outdoor)	
Resort Municipality of Whistler	
Whistler Public Works	
City of Abbotsford	
Matsqui Recreation Centre	
Abbotsford Recreation Centre	
City of Mission	
Mission Leisure Centre	
Public Works	
Township of Langley	
Walnut Grove Community Centre	
W.C. Blair Recreation Centre	
Aldergrove Credit Union Community Centre	
North Vancouver Recreation & Culture Commission	
Harry Jerome Recreation Centre	
Karen Magnussen Recreation Centre	
Delbrook Recreation Centre	
Ron Andrews Recreation Centre	

Time Schedule:

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

MILESTONE DATES _____

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

Experience, Reputation and Resources:

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

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

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

Key Personnel

Name: _____

Experience: _____

Dates: _____

Project Name: _____

Responsibility: _____

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

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

16. Contractor should describe their sustainability initiatives relating to the environmental impacts. The environmental attributes (green) of their Goods and Services. Anticipated objectives (e.g., carbon neutral by 2015). Information pertaining to their environmental policies, programs and practices. Confirm that the Contractor complies with any applicable objective (use the spaces provided and/or attach additional pages, if necessary):

17. 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.

(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)