



## **REQUEST FOR QUOTATIONS**

**Title:** Supply and Delivery, Lamps and Ballasts

**Reference No.:** 1220-040-2024-021

### **FOR THE SUPPLY OF GOODS AND SERVICES**

(General Services)

Issue Date: September 10, 2024

**TABLE OF CONTENTS**

1. INTRODUCTION.....3

2. ADDRESS FOR DELIVERY .....3

3. DATE .....3

4. INQUIRIES.....3

5. ADDENDA .....4

6. NO CONTRACT .....4

7. ACCEPTANCE.....4

8. CONTRACTOR’S EXPENSES.....4

9. CONTRACTOR’S QUALIFICATIONS .....5

10. CONFLICT OF INTEREST .....5

11. SOLICITATION OF COUNCIL MEMBERS, CITY STAFF AND CITY CONSULTANTS .....5

12. CONFIDENTIALITY .....5

13. SIGNATURE .....5

14. EQUIVALENTS, SUBSTITUTIONS, ALTERNATIVES .....6

15. MULTIPLE CONTRACTORS .....6

16. ANTICIPATED QUANTITIES .....7

17. LOWER MAINLAND PURCHASING GROUP (LMPG).....7

18. NATURE OF AGREEMENT .....7

  

ATTACHMENT 1 – DRAFT QUOTATION AGREEMENT ..... 8

  

SCHEDULE A – SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES ..... 22

SCHEDULE B – QUOTATION ..... 29

## 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](mailto: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 October 2, 2024 (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](mailto:purchasing@surrey.ca)

Reference: 1220-040-2024-021

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](http://www.bcbid.gov.bc.ca) and the City Website at [www.surrey.ca](http://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. 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. MULTIPLE CONTRACTORS**

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

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

**16. 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.

**17. LOWER MAINLAND PURCHASING GROUP (LMPG)**

The RFQ recognizes the optional participation of members of the Lower Mainland Purchasing Group (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 when requested annually to reinforce their commitment. Suppliers will be asked to accept orders from new participants but receive authorization from the Lead Participating Member before proceeding.

**18. 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 - AGREEMENT – GOODS AND SERVICES

Reference Title: Supply and Delivery, Lamps and Ballasts

RFQ No.: 1220-040-2024-021

**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; and
- (i) "Term" has the meaning described in Section 3.1.

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; and  
Schedule B – Quotation Extracts;

## **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.

## **3. TERM**

3.1 The Contractor will provide the Goods and Services for the period commencing on **(START DATE)** and terminating on **(END DATE)** for the period of one (1) year. (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 (4) one (1) year

Terms. 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](mailto: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 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.

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

### **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 Apart from The City of Surrey conducting this solicitation, the municipalities listed below have signified their intent to enter into a contract and participate with the city for this RFQ. These entities are considered participating entities for the purposes of this solicitation and it's 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.

**[ END OF PAGE ]**

**30. ENUREMENT**

30.1 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 the Contract on the day and year first above written.

**CITY OF SURREY**

by its authorized signatory:

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<<NAME>>

<<Job Title>>

<<NAME OF CONTRACTOR>>

by its authorized signatory:

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<<NAME>>

<<Job Title>>

## 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.

The successful proponent may provide services related to lighting, such as, but not limited to, energy audits, reporting, liaising with BC Hydro regarding incentive programs and/or rebates.

Brand	Product Description	Brand Part Number	Est. Qty	Type
ABB	SINGLE FUSE HOLDER	65U	200	EA
Acuity	AUTOBAHN COBRA HEAD 120/277V 3K	2852WH	1	EA
Acuity	AUTOBAHN COBRA HEAD 120-277V 3K	285AJL	2	EA
Acuity	AUTOBAHN COBRA HEAD R4 120/277V 3K	2851W6 (or 27454A)	1	EA
Acuity	AUTOBAHN COBRA HEAD TYPE III 347V 3K	284T3A	1	EA
Acuity	AUTOBAHN COBRA HEAD TYPEIII 3K	ATB0 P301 347 R3 3K NL P7 SH	3	EA
Acuity	AUTOBAHN ROADWAY LIGHT 120/277 TYPEII 3K	2844W2	3	EA
Acuity	AUTOBAHN ROADWAY LIGHT 347V 3K	2845MA	1	EA
Acuity	LED 10W TRACK HEAD 3000K 120V JUNO STYLE	259H83	2	EA
Acuity	LED 67W 3K STREET LIGHT	ATBO P301 MVOLT R2 3K NL P7 SH 67W	3	EA
Acuity	LED FLOOD CCT KNUCKLE YOKE DK BRZ	276ALH	2	EA
Acuity	LED ROUND HIGH BAY 4000/5000K 120-347V	27788U	1	EA
Acuity	LED STREET LIGHT 140 W	284PV2	1	EA
Acuity	LED WALLPACK WATTAGE SELECT 4000K	268TUH	1	EA
ACUITY	OUTDOOR FLUSH MOUNT LED FIXTURE	214F9W	1	EA
Acuity	REPLACEMENT GLASS LENS FOR 4425	L1418C	2	EA
Acuity	SH105W 15420LUMENS 347 VOLT		1	EA
CNA	LED 5W G9 3000K BI-PIN HALOGEN REPL.	866	6	EA
CNA	LED 6.5W GU10 3000K SING. LENS LAMP	934	6	EA
CNA	LED 6.5W GU10 4000K 120V SING. LENS LAMP	951	22	EA
CSC	40W C1 D2 HAZLOC 2FT LED FIXTURE UNV	EXPL-40W-2FT-50K	1	EA
CSC	BOTTOM COVER FOR HB8	HB8-PC-REF-RG-BCV	2	EA
CSC	LED 20W MINI WALLPACK 4000K 120-277V	MWP03-20W-40K	2	EA
CSC	LED FLOOD 150W 4000K 120-347V TRUN MOUNT	FL04B-150W-40K-UD	9	EA
CSC	LED FLOOD 200W 4000K 120-347V TRUN MOUNT	FL04B-200W-40K-UD	3	EA
CSC	LED FLOOD 450W 4000K 120-347V	FL04B-450W-40K-UD	4	EA

CSC	LED FLOOD/AREA LIGHT 100W/80W/60W	FL05-100W-3P-3CCT-UD-BK	2	EA
CSC	LED PANEL 1X4 20W-40W 4000K 120-277V	PLS14-40W-3P-40K-LV	2	EA
CSC	LED PANEL 2X4 CCT 30K/35K/40K 120-347V	PLP24-50W-3P-3CCT-UD	10	EA
CSC	LED ROUND HIGHBAY POWER/CCT SELECT	HB8-150W-3P-3CCT-UD	16	EA
CSC	LED WALLPACK 80W CCT 3K/4K/5K 120-347V	CWP04-80W-3CCT-UD	5	EA
CSC	POLYCARBONATE REFLECTR FOR 100W-150W HB8	HB8-PC-REF-SM	2	EA
CSC	SLIP FITTER ADAPTER	FL04-SF	4	EA
CSC	SURFACE MOUNT KIT FOR PLB24 1X4	PLBX14-SK	2	EA
CSC	TRUNNION MOUNT - BLACK	FL-TR01	2	EA
CSC	VAPOR TIGHT MULTI WATT CCT 120-347V LED	VT4-35W-3P-3CCT-UD	34	EA
EEL	38W 120/347V 4000K VAPOR TIGHT	VTB2-4-247D	12	EA
EEL	LED DRIVER 120--277V 54W 1.0-1.5A - 37V	LED54-37V-120M-MC	50	EA
EEL	LED MODULE	LED1500/40-22	220	EA
Eiko	1X4 DRYWALL MOUNTING KIT	801308	26	EA
Eiko	40W DIMMABLE LED CANOPY 4000K	313546	4	EA
Eiko	8FT. LINEAR STRIP 64W 5000K 100-347V	313699	5	EA
Eiko	DRYWALL MOUNTING KIT(2X4)	801310	10	EA
Eiko	LED 11W PAR30 E26 4000K 120V FLOOD LONG	10768	6	EA
Eiko	LED 13W A19 DIMMABLE 4000K E26 LAMP	11090	12	EA
Eiko	LED 15W PAR38 3000K FLOOD 120V E26	10779	6	EA
Eiko	LED 40W T8 120-277V 4000K HO ENDS BYPASS	12538	34	EA
Eiko	LED 4FT POWERSET 30/45/60W 4000K 120-347	12030	36	EA
Eiko	LED 8W A19 4000K 80 CRI DIMMABLE FROST	13038	12	EA
Eiko	LED 8W A19 OMNI-DIR 4000K 120V E26	11076	48	EA
Eiko	LED LINEAR HIGHBAY 165W 4000K 120-277V	LHB3-1654-1-W110-M1	24	EA
Eiko	LED ROUND HIGHBAY WATT/CCT SEL 120-347V	13167	12	EA
Eiko	LED STRIP 4FT 35W 4000K 100-347V	313691	1	EA
Eiko	LED STRIP 4FT 35W 5000K 100-347V	313698	1	EA
Eiko	LED STRIP 4FT 45/35/22W CCT 120-347V DIM	13634	10	EA
Eiko	LED VAPOR T 4FT POWERSET CCT 120-277V	11941	1	EA
Eiko	LED15W PAR38 4000K FLOOD E26 DIMMABLE	10780	12	EA
Eiko	MOUNTING YOKE FOR BAYE3 100-240W	14304	10	EA
Eiko	PENDANT MOUNTING KIT FOR LHB3	313808	24	EA
Eiko	REPLACEMENT LENS FOR CS3 8FT	800556	6	EA
Eiko	SET OF 2 WIRE GUARDS FOR LHB3 LINEAR	313807	24	EA
Etlin Daniels	26/32W/ 4 PIN SOCKET	FL423V-Q3	20	EA
Excel	OVAL MARINE LIGHT BLACK	305014 BLK	10	EA
GE Current	1 LAMP F17-F32 T8 120/277V HIGH	72259	60	EA

GE Current	1 OR 2 LAMP F17-F32T8 120/277V	72275	120	EA
GE Current	1/2 LAMP 26W 1 LAMP 32W/42W 120/277V	63097	16	EA
GE Current	100W 24V POWER SUPPLY	93077672	6	EA
GE Current	200W HPS MOGUL CLEAR 2100K	85372	12	EA
GE Current	250W 480V TO 277V OR	74119	6	EA
GE Current	250W MOGUL BASE CLEAR HPS LAMP	85377	12	EA
GE Current	26W 3500K DOUBLE	97608	140	EA
GE Current	26W 3500K DOUBLE	97608	100	EA
GE Current	28W 48INCH T8 FLUORESCENT	72866	72	EA
GE Current	3 OR 4 LAMP F17-F32T8 120/277V	74463	10	EA
GE Current	375W 480V TO 277V OR	74120	6	EA
GE Current	400W MOGUL BASE	85379	48	EA
GE Current	LED 10W GLASS T8 3500K 48IN	34279	110	EA
GE Current	LED 10W GLASS T8 4000K 48IN.	34280	20	EA
GE Current	LED 15W GLASS T8 4000K 48IN.	35793	550	EA
GE Current	LED 6.5W MR16 3000K 35DEG 12V 500 lms	34625	18	EA
GE Current	LED CFL HORZ REPL. 9W 3000K G24Q 4 PIN	33997	54	EA
GE Current	LED CFL HORZ REPL. 9W 3500K G24Q 4 PIN	33998	6	EA
GE Current	LED CFL HORZ REPL. 9W 4000K G24Q 4 PIN	33999	6	EA
GE Current	RAL 7040	EACL010D4AF740 NDK17040JR RAL7040	4	EA
GE Fixtures	6" DOWNLIGHT WATTAGE / CCT SELECT	93150034	160	EA
GE Fixtures	8" DOWNLIGHT WATTAGE / CCT SELECT	93150038	420	EA
GE Fixtures	LED GARAGE SERIES 5040LMs 4000K 120-277V	EG2R0A5PS4020GRAY	6	EA
GE Fixtures	LED LIN HIGHBAY 23600LMs 4000K 120-277V	93126467	0	EA
Green Creative	LED 40W PAR56 FLOOD 3000K 120V DIMMABLE	35421	8	EA
Hubbell	LED WALLPACK 42W 120-277V 5000K	LNC2-48L-25-5K7-3-UNV-DBT	4	EA
Iguzzini	BOLLARD BASE PLATE	N/A - CUSTOM	50	EA
Intermatic	ELEC PHOTO CONTROL SWIVEL MOUNT TOP LENS	EK4736S	25	EA
Intermatic	HID & LED STEM MOUNT P.C 105-305VAC	EK4136S	5	EA
Intermatic	TWIST LOCK PHOTO CELL 105-305VAC	EK4536	8	EA
Kendal	LED TRACK CYLINDER	TLED-01-WH	2	EA
Ledvance	1000W HPS CLEAR LAMP MOGUL E39 BASE	67307	1	EA
Ledvance	1000W MOGUL BASE CLEAR METAL HALIDE	64468	108	EA
Ledvance	13W 2700K 2 PIN QUAD COMPACT	21117	500	EA
Ledvance	13W 2700K QUAD GX23-2 4 PIN BASE	20682	10	EA
Ledvance	250W MOG BASE CLEAR METAL HALIDE	64032	200	EA
Ledvance	250W PULSE START ED28 CLEAR UNIV	64046	144	EA
Ledvance	26W 3500K 2 PIN DOUBLE COMPACT FLR	21114	20	EA
Ledvance	26W 4100K 4 PIN COMPACT FLUORESCENT	20669	80	EA
Ledvance	26W TRIPLE TUBE 4100K COMPACT FLR	20882	30	EA



Ledvance	32W 3500K 4 PIN TRIPLE COMPACT	20885	60	EA
Ledvance	32W 4000K 4 PIN TRIPLE COMPACT	20886	50	EA
Ledvance	32W T8 LINEAR FLUORESCENT 3500K MED	22437	90	EA
Ledvance	32W T8 LINEAR FLUORESCENT 4100K MED	22438	510	EA
Ledvance	32W T8 LINEAR FLUORESCENT 5000K MED	22439	780	EA
LEDVANCE	39W SINGLE ENDED G8.5 BASE 3000K	64971	48	EA
LEDVANCE	39W T6 G12 BASE 30K MH LAMP	64970	48	EA
Ledvance	42 WATT 4100K 4 PIN TRIPLE COMPACT	20890	12	EA
Ledvance	4FT LED 15W T8 B.BYPASS 120-347V 4100K	41282	6	EA
Ledvance	54W T5 HO 46" 4100K FLUORESCENT LAMP	20906	40	EA
Ledvance	54W/45W/36W CCT SELECT HID REPL LAMP E39	41011	12	EA
Ledvance	55W 130-1300MA PROGRAMMABLE 10-55V	75857	1	EA
Ledvance	70W MED BASE CLEAR METAL HALIDE	64836	12	EA
Ledvance	7W 4100K SINGLE TUBE COMPACT FLUORESCENT	21274	30	EA
Ledvance	96IN T12 HO 110W 4200K RS COLD TEMP 2PK	28984	4	EA
Ledvance	LED 11W PAR30 LONG NECK 2700K FLOOD DIM	41051	10	EA
Ledvance	LED 4FT 13W 4100K SUBSTITUBE T8 TYPE A	41276	100	EA
Ledvance	LED 9W 3000K A19 E26 DIMMABLE LAMP	40043	36	EA
Ledvance	LED VAPOR TIGHT 30/40/50W CCT 120-277V	62355	36	EA
Ledvance	LED VAPOR TIGHT 30/40/50W CCT 120-277V	62355	4	EA
Leviton2	H.O. PLUNGER SOCKET	13550-NW	34	EA
Leviton2	H.O. STATIONARY SOCKET	13551-NW	34	EA
Leviton2	MOGUL TO MED. REDUCER	8681	50	EA
Leviton2	T8 / T12 RS NON-SHUNTED MED BI PIN	13351	20	EA
Light Efficient Design	LED HID REPL 35/45/60W CCT SELECT EX39	LED-8024M345-G7-FW	15	EA
Liteline	16 INCH POWER CORD	ALFT6016-WH-3	2	EA
Liteline	LEDBAR 34" CCT SELECTABLE 120V	LEDBAR34-CCT	2	EA
Lumec	RCD7 PH9 SCRAL7040TX		1	EA
NDR	LED 6IN SLIM PANEL 3K/4K/5K 120V 12W	RZR-CCT-600-WH	10	EA
NSI	TORK BUTTON 120V PHOTOCELL	3000	75	EA
PLUSRITE	70W PAR38 FLOOD LIGHT E26 40DEG. 120V	3513	14	EA
Plusrite	7W 2700K COMPACT FLUORESCENT	4003	24	EA
Premier Lighting	11 INCH CIRCLINE LENS - DRUM STYLE	CL81101-2	3	EA
Satco	20W A21 HID EQUIV 4000K 2900LM ENCL. RAT	S8778	21	EA
Satco	22W HID ED23 BALLAST BYP 5000K E26	S13131	31	EA
Satco	30W LED MED BASE 5K HID REPL	S13133	12	EA
Satco	FML27W/65K QUAD TUBE	S6385	20	EA
Satco	LED 12W 36IN T8 BYPASS CCT 40K/50K/65K	S16433	6	EA
Satco	LED 35W A 3CCT /WATT EX39 120/277V	S13163	18	EA
Satco	LED 35W A25 HID REPL. 2700K 120-277V MOG	S13108	6	EA

Satco	LED 9W 24IN T8 TYPE B 5CCT 120/277V	S11764	2	EA
Satco	LED HID REPL 25W CCT 3K/4K/5K 100-277V	S13161	20	EA
SIGNIFY	1 OR 2 LAMP F54T5HO PLL50 **LONG CASE**	501684	36	EA
SIGNIFY	1/2 LAMP 26W - 1X32W	117788	40	EA
Signify	10.5W 26V-840 4PIN CFL VERT LAMP TYPE A	458430	10	EA
Signify	100W 130V FROSTED ROUGH SERVICE	111724	18	EA
Signify	100W MOG BASE CLEAR HIGH PRESSURE SODIUM	467241	404	EA
Signify	120 DMG BKTX		3	EA
Signify	13W 2700K MEDIUM BASE	431122	22	EA
SIGNIFY	13W COMPACT FLUORESCENT	146852	40	EA
SIGNIFY	13W COMPACT QUAD	383281	80	EA
Signify	13W QUAD 2 PIN COMPACT	383133	60	EA
SIGNIFY	14W 22INCH T5 FLUORESCENT	230805	80	EA
Signify	150W HPS BALLAST 120/277/347V	191998	5	EA
Signify	150W MOGUL BASE CLEAR	467233	416	EA
Signify	18W 4 PIN 4100K LONG	345017	10	EA
Signify	18W COMPACT FLUORESCENT	383323	20	EA
Signify	18W COMPACT FLUORESCENT	383331	10	EA
Signify	18W QUAD 2 PIN COMPACT G24D-2	383190	40	EA
Signify	2 LAMP 32W 120/277V	196873	30	EA
Signify	2 LAMP F17-F40T8 120/277V	107847	20	EA
SIGNIFY	21W 34 INCH T5	230839	80	EA
Signify	250W 120/277/347V	191874	1	EA
Signify	250W MOGUL BASE CLEAR	274845	29	EA
Signify	250W MOGUL BASE CLEAR HPS LAMP	467217	11	EA
Signify	26W 3000K TRIPLE PL	458257	10	EA
SIGNIFY	26W 4100K COMPACT QUAD 4 PIN	383372	260	EA
SIGNIFY	26W 4100K TRIPLE PL	458273	80	EA
Signify	26W COMPACT FLUORESCENT	383364	20	EA
SIGNIFY	26W QUAD 2 PIN COMPACT G24D-3	383240	140	EA
SIGNIFY	28W 46INCH T5 FLUORESCENT	230862	480	EA
SIGNIFY	3 TO 4 LAMP F54T5/HO	119404	30	EA
Signify	3 TO 4 LAMP F54T5/HO 120/277V	119404	2	EA
Signify	32W 3500K TRIPLE PL	458307	30	EA
SIGNIFY	32W 4100K TRIPLE PL	458315	4	EA
SIGNIFY	39W 120/277V METAL HALIDE ELECTRONIC	120989	40	EA
SIGNIFY	39W 34INCH T5 HIGH OUTPUT	290254	80	EA
Signify	400W 120/277/347V HIGH PRESSURE SODIUM	192013	3	EA
Signify	400W METAL HALIDE TRITAP	191890	0	EA
SIGNIFY	42W 4100K TRIPLE PL	149039	5	EA
Signify	4FT 32W 3500K 90+ CRI FLUORESCENT TUBE	479600	210	EA
Signify	4FT 32W 4100K 90+ CRI FLUORESCENT TUBE	479626	4260	EA
Signify	4FT 32W 5000K 90+ CRI FLUORESCENT TUBE	479634	390	EA

SIGNIFY	54W 4100K T5 45 INCH HIGH OUTPUT	290833	600	EA
Signify	57W TRIPLE TUBE 3500K 4PIN	146324	30	EA
Signify	7W 2700K COMPACT FLUORESCENT TUBE	148718	20	EA
Signify	BRACKET	CNI 1ASCZT3 11B22TX	1	EA
Signify	DMG API-018 FN1 PH9 RCD7 BK		2	EA
Signify	FIXTURE	Z10G 100HPS AC 3 DTA/120 CWI SFZ4 BKTX	6	EA
SIGNIFY	LED 10.5W 4000K 4PIN CFL REPL. LAMP VERT	458430	40	EA
Signify	LED 10W 48IN T8 3500K GLASS LAMP TYPE A	553222	24	EA
SIGNIFY	LED 14W 4000K T5 REPL LAMP FOR F28T5 FLR	476515	80	EA
Signify	LED 48IN. 14W GLASS T8 4000K	470112	60	EA
SIGNIFY	LED 8.5W 4000K 4PIN CFL REPL. LAMP HORZ	458398	40	EA
Signify	LED 8.5W PAR30 LONG NECK 3000K DIM 120V	567957	12	EA
SIGNIFY	LED 8.5W PAR30 LONG NECK 4000K DIM 120V	567999	12	EA
Signify	POLE	SPR4N 16 LBC4S SCZT311	1	EA
Signify	SCRAL7040TX		2	EA
Signify	SCZT311B22TX		2	EA
Signify	SMB PH9 RCD7 API BK		2	EA
Sola	1000W MH C&C BALLAST 120/277/347 M47	EMMCAFTJ1000	6	EA
Sola	100W MH C&C 120/277/347V M90 BALLAST	EMZAFTJ100	8	EA
Sola	100W S54 HPS QUAD CORE & COIL BALLAST	ESZA00W100	6	EA
Sola	250W 120/277/347V METAL HALIDE BALLAST	E-MMCAFTJ-250	11	EA
Sola	250W METAL HALIDE PULSE START BALLAST	EMCA00W251	11	EA
Sola	400W HPS C&C BALLAST 120/277/347	E971-FTJ-SO400	2	EA
Sola	400W MH/HID 120/277/347 COIL BALLAST	EMMCAFTJ400	1	EA
Sola	70W HPS 120/277/347V CORE& COIL BALLAST	ESZAFTJ70	2	EA
Sola	M48 1500W CWA 120/277/347 C & C BALLAST	EMCAFTJ1500	2	EA
Standard	100W 130V DOUBLE ENDED	69252	12	EA
Standard	100W QUADTAP METAL HALIDE BALLAST	62942	6	EA
Standard	12V 50W CLEAR GY6.35 BASE	50902	5	EA
Standard	12V 72 WATT EMERG PACK C/W 2 LED HEADS	SLA12-2L	1	EA
Standard	14 IN GLOBE W/ 5.75IN NECK	35509	11	EA
Standard	150W 130V CLEAR MINI-CAN BASE	69242	24	EA
Standard	250W PULSE START CLEAR METAL HALIDE	68873	12	EA
Standard	250W PULSE START MH TRI-TAP C&C	59641	1	EA
Standard	45W 130V R20 REFLECTOR FLOOD	61707	6	EA
Standard	500W 130V CLEAR DOUBLE	15522	10	EA
Standard	500W 130V DOUBLE ENDED	69261	16	EA
Standard	ELC MR-16 250W 24V 2 PIN/GX5.3	37462	2	EA
Standard	HALOGEN PROJECTION LAMP EFP MR16 100W	12085	1	EA
STANDARD	LED 8W 27/30/35/40/50K BR30 DIMMABLE	69374	30	EA

STANDARD	LED 8W BR30 4000K E26 LAMP DIMMABLE	64966	40	EA
Standard	LED18W CIRKA 9 INCH CCT CEILING FIXTURE	68715	4	EA
Venture	1000W MOGUL BASE CLEAR METAL HALIDE	72051	6	EA
Venture	175W METAL HALIDE MOGUL BASE CLR	88791	6	EA
Venture	250W MH T15 HORZ BURN POST. E39	57625	66	EA
Veroboard	LED 96W 24V DRIVER CONSTANT VOLTAGE	666561426057	2	EA

**[ END OF PAGE ]**



**SCHEDULE B – QUOTATION**

RFQ Title: Supply and Delivery, Lamps and Ballasts

RFQ No: 1220-040-2024-021

**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](mailto: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):

<b>Section</b>	<b>Requested Departure(s)</b>
_____	_____
_____	_____

**Please State Reason for the Departure(s):**

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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](http://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):**

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**Please State Reason for the Departure(s):**

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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:

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7. I/We have reviewed the RFQ Attachment 1, Schedule A – Specifications of Goods and Scope of 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):

**Requested Departure(s)**

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**Please State Reason for the Departure(s):**

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**Fees and Payments**

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

**1220-040-2024-021 - Financial Worksheet has been uploaded with this RFP.**

**Shipping Details**

9. The Contractor should indicate any expenses that would be payable in addition to the fees above in the following table, if applicable.

<b>Municipality</b>	<b>Minimum Order</b>	<b>Shipping Included (Y/N)</b>	<b>Shipping Charge</b>
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			

10. Additional Expenses: The proposed Contract attached as Schedule "B" to the RFQ provides that expenses are to be included within the fee. Please indicate any expenses that would be payable in addition to the proposed fee set out above:

**Optional Services**

11. Contractors should complete the following tables setting out the all-inclusive hourly labour rates including overhead and profit for approved extras/credits for all applicable categories of labour (use the spaces provided and/or attach additional pages, if necessary):

**Table 1 – Hourly Labour Rate Schedule For Services:**

Labour Category	Straight Time/hr (Plus GST)	Overtime Rate/hr (Plus GST)
.1 Analyst	\$	\$
.2 Consultant	\$	\$
.3 Journeyman	\$	\$
.4 Apprentice	\$	\$
.5 Skilled Labourer	\$	\$
.6	\$	\$
.7	\$	\$

**Time Schedule:**

12. 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:**

13. 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):

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14. 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.

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15. 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: \_\_\_\_\_

16. 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 &amp; Services</i>	<i>Sub-Contractors &amp; Material Suppliers Names</i>	<i>Years of Working with Contractor</i>	<i>Telephone Number and Email</i>

17. 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):

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18. 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)