



REQUEST FOR QUOTATIONS

Title: FITNESS EQUIPMENT

Reference No.: 1220-040-2017-122

FOR THE SUPPLY OF GOODS AND SERVICES

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REQUEST FOR QUOTATIONS

1. INTRODUCTION

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

2. NATURE OF A STANDING OFFER AGREEMENT

It is understood and agreed by the Contractor that should an Quotation be selected by the City, it will result in a standing offer agreement ("**Standing Offer**") only and the Goods and Services will be ordered by the City solely on an "as and when required" basis. The aggregate value of Goods and Services which may be ordered is conditional upon the needs of the City. No compensation will be accrued, owed or paid to any Contractor in the event that the Goods and Services are not ordered. If a Standing Offer is executed by the City, at the sole option of the City, the City may place a purchase order for Goods and Services specified in the purchase order and the Contractor agrees to provide those Goods and Services. The parties agree that the City may not place any purchase orders for Goods and Services with the Contractor for the duration of the term of the Standing Offer. The parties agree that the City may purchase identical or similar Goods and Services from any other source.

3. ADDRESS FOR DELIVERY

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

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

(a) Email

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

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

(b) Hard Copy

If the Contractor chooses NOT to submit by email, the Contractor should submit one original unbound Quotation and one (1) copy (two (2) in total) which should be delivered to the City at the office of:

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

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

4. DATE

The City would prefer to receive Quotations on or before **November 15, 2017**. The City's office hours are 8:30 a.m. to 4:00 p.m., Monday to Friday, except statutory holidays.

5. INQUIRIES

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

Name: Richard D. Oppelt, Purchasing Manager
E-mail: purchasing@surrey.ca
Reference: 1220-040-2017-122

6. ADDENDA

If the City determines that an amendment is required to this RFQ, the City's Representative will issue a written addendum by posting it on the BC Bid Website at www.bcbid.gov.bc.ca (the "**BC Bid Website**") and the City Website at www.surrey.ca (the "**City Website**") that will form a part of this RFQ. It is the responsibility of Contractor to check the BC Bid Website and the City Website for addenda. The only way this RFQ may be added to, or amended in any way, is by a formal written addendum. No other communication, whether written or oral, from any person will affect or modify the terms of this RFQ or may be relied upon by any Contractor. By delivery of a Quotation, the Contractor is deemed to have received, accepted and understood the entire RFQ, including any and all addenda.

7. NO CONTRACT

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

permit the submission of quotations (including prices and terms) from other parties who have not submitted Quotations.

8. ACCEPTANCE

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

9. CONTRACTOR'S EXPENSES

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

10. CONTRACTOR'S QUALIFICATIONS

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

11. CONFLICT OF INTEREST

A Contractor must 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.

12. 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 3, at any time prior to the award of a contract or the cancellation of this RFQ.

13. 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.

14. 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.

15. SPECIFICATIONS AND ALTERNATIVES

Wherever the specifications state a brand name, make, name of manufacturer, trade name, or Contractor catalogue number, it is for the purpose of establishing a grade or standard. It is not intended to rule out competition from equal brands or makes. If vehicles or equipment other than that specified is offered, it is the Contractor's responsibility to provide information in its Quotation that enables the City to confirm equivalency and acceptance.

Except where stated otherwise, the specifications described in **Schedule A** describe what is considered necessary to meet the performance requirements of the City and Contractors should consider this in its Quotation. If the Contractor cannot meet specifications, the Contractor may identify and offer an alternative which it believes to be an equal or better alternative.

Contractors shall clearly indicate any variances from the City's specifications or conditions and attach descriptive literature.

The City is not obligated to accept any alternatives. The City will determine what constitutes acceptable deviations and overall best value.

16. 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.

-END OF PAGE-

ATTACHMENT 1



DRAFT QUOTATION AGREEMENT

Title: Fitness Equipment

Reference No.: 1220-040-2017-122

FOR THE SUPPLY OF GOODS AND SERVICES

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DRAFT QUOTATION AGREEMENT – GOODS AND SERVICES

Reference RFQ Title: **FITNESS EQUIPMENT**

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

AGREEMENT No.: 1220-040-2017-122

BETWEEN:

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

AND:

(Insert Full Legal Name and Address of Contractor)

(the "Contractor")

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

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

1. DEFINITIONS AND INTERPRETATION

1.1 In these General Terms and Conditions:

- (a) "Agreement" means this agreement and all schedules attached hereto;
- (b) "City" means the City of Surrey;
- (c) "Contractor" means a contractor whose Quotation has been accepted by the City and who is providing the Goods and Services under this Agreement;
- (d) "Designated Location" means physical delivery location as specified by the City and acknowledged by Contractor;
- (e) "Fees" means the price set out in Schedule B to Attachment 1, for the provision of the Goods and Services, unless otherwise agreed by the parties in writing, and includes all taxes;
- (f) "Goods" means the equipment or materials (if any) as described generally in Schedule A, to Attachment 1, including anything and everything required to be done for the fulfilment and completion of this Agreement;
- (g) "Installation" means delivered, uncrated, inspected and assembled that the Goods are set in place ready to use;
- (h) "Indemnitees" has the meaning described in Section 12.2;
- (i) "RFQ" means the Request for Quotations;

- (j) "Services" means the services as described generally in Schedule A, to Attachment 1 including anything and everything required to be done for the fulfilment and completion of this Agreement;
- (k) "Standing Offer" means a standing offer agreement between the City and the Contractor, the nature of which is discussed in Section 3; and
- (l) "Term" has the meaning described in Section 4.1.

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

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

Schedule A – Specifications of Goods & Scope of Services;
Attachment 1 – Prime Contractor Designation – Letter of Understanding;
Attachment 2 – Contractor Health & Safety Expectation – Responsibility of Contractors;
and
Schedule B – Quotation.

2. NATURE OF AGREEMENT

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

3. GOODS AND SERVICES

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

3.2 The City may from time to time, by written notice to the Contractor, make changes in the specifications of Goods and scope of Services. The Fees will be increased or decreased by written agreement of the City and the Contractor according to the rates set out in Schedule B, to Attachment 1.

- 3.3 The Contractor will, if required in writing by the City, provide additional goods or services. The terms of this Agreement will apply to any additional goods or services, and the fees for additional goods or services will generally correspond to the fees as described in Schedule B, to Attachment 1. The Contractor will not provide any additional goods or services in excess of the specification of Goods and scope of Services requested in writing by the City.
- 3.4 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.
- 3.5 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.

4. TERM

- 4.1 The Contractor will provide the Goods and Services for the period of one (1) year commencing on (START DATE) and terminating on (END DATE) (the "**Term**").
- 4.2 The City may at any time prior to thirty days (30) 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-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.

5. TIME

- 5.1 Time is of the essence.

6. FEES

- 6.1 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.
- 6.2 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.
- 6.3 The parties agree that all fees as set out in this Agreement will remain in force for a period of twelve (12) months and thereafter the fees will be subject to an increase during the term once per Year of the Term by a percentage which shall not be greater than the percentage increase in the Consumer Price Index (All items) for Vancouver, British

Columbia as published by Statistics Canada ("CPI"), or any successor government agency for the Calendar Year immediately preceding the applicable January 1st of the current Calendar Year.

7. PAYMENT

- 7.1 Subject to any contrary provisions set out in Schedule B, to Attachment 1, the Contractor will submit invoice to the City requesting payment of the portion of the Fees relating to the Goods and Services provided. Invoices must 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.
- 7.2 If the City reasonably determines that any portion of an invoice is not payable, then the City will so advise the Contractor.
- 7.3 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, if applicable.
- 7.4 The City will pay the invoice, in the amount as the City determines is correct less any deductions for setoffs or holdbacks permitted by this Contract within 30 days of the receipt of the invoice, unless the parties have agreed in writing to other payment terms. The payment by the City of any invoice will not bind the City with respect to any subsequent payment or final payment and will not mean that the City has accepted Goods and Services that are not in accordance with the requirements of this Contract, or that the Contractor is in any manner released from its obligation to comply with this Contract.
- 7.5 If the Contractor offers the City a cash discount for early payment, then the City may, at the City's sole discretion, pay the portion of an Invoice which the City determines is payable at any time after receipt of the Invoice.

Invoices will be submitted by the Contractor by mail to:

Name: _____

Address: _____

- 7.6 In an effort to support sustainability, reduce risk and improve customer service, the City has introduced an electronic fund transfer (EFT) option for Contractors. Electing to participate in this program will allow Contractors to receive their payments directly into their bank accounts, reducing risk of fraud and improving the timeliness of their payment receipt.

- 7.7 To receive your payments electronically, fax your request on company letterhead to 604-591-4488. You may contact us at 604-592-7010 (Accounts Payable General Inquiries) for more information.

SUBMITTING YOUR ELECTRONIC INVOICE

Please send electronic invoices to the City of Surrey by email to surreyinvoices@surrey.ca

In order to process your payment, the following submission guidelines must be met:

- Invoice(s) must be sent as attachments.
- Attachment(s) must be in PDF format.
- PDF attachment(s) must be named: <Company name>_<Invoice Number> include name of Department Representative invoice is directed to.
- Include Purchase Order number (to be provided).
- Email(s) must not exceed 2MB.

Please Note: failure to meet the guidelines above may result in payment processing delays or in your payment not being processed.

SUBMITTING YOUR INVOICE BY HARD COPY

Mail hard copy invoices to:

Surrey City Hall – Accounts Payable
13450 – 104 Avenue
Surrey, B.C., Canada, V3T 1V8

- Submit only invoices to this address.
- Submit any supporting documents to your City of Surrey business contact.
- Don't send duplicate hard copy or soft-copy invoices in any manner. Should a need arise to submit an invoice copy, ensure it is clearly labeled COPY.
- Incomplete invoices will be returned.

- 7.8 Unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of Canada.

- 7.9 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.

8. USE OF WORK PRODUCT

- 8.1 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.

9. PERSONNEL AND SUBCONTRACTORS

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

The Contractor will ensure that:

- (a) all personnel performing the Services conduct themselves in a courteous and respectful manner that is conducive to positive public relations;
 - (b) all personnel will wear a uniform provided by the Contractor in a form satisfactory to the Department Representative and that abides by all clothing requirements under the Workers Compensation Act and Regulations pursuant thereto; and
 - (c) all personnel will at all times carry on their person, personal photographic identification.
- 9.2 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.
- 9.3 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.
- 9.4 Except as provided for in Section 9.2, 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.
- 9.5 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.

10. LIMITED AUTHORITY

- 10.1 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.

- 10.2 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 9.4. The Contractor will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-contractors.

11. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

- 11.1 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.
- 11.2 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.
- 11.3 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.

12. WARRANTIES

- 12.1 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.

- 12.2 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.

13. INSURANCE AND DAMAGES

- 13.1 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.
- 13.2 The indemnities described in Sections 12.2, 13.1 and 19.3 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.
- 13.3 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.
- 13.4 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.

- 13.5 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.
- 13.6 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.
- 13.7 The Contractor hereby waives all rights of recourse against the City for loss or damage to the Contractor's property.

14. 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.

15. DEFICIENCIES

- 15.1 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.

- 15.2 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.

16. DEFAULT AND TERMINATION

- 16.1 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.

- 16.2 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.

- 16.3 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.

- 16.4 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.

- 16.5 If the City terminates this Agreement as provided by Section 16.4 then the City may:

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

17. CURING DEFAULTS

- 17.1 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.

18. DISPUTE RESOLUTION

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

19. WCB AND OCCUPATIONAL HEALTH AND SAFETY

- 19.1 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.

- 19.2 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.
- 19.3 The Contractor agrees that it is the prime contractor for the Goods and Services as defined in the *Workers Compensation Act*. The Contractor will have a safety program in place that meets the requirements of the Workers' Compensation Board Occupational Health and Safety Regulation and the *Workers Compensation Act*. As prime contractor, the Contractor will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the Goods and Services. That person will be the person so identified in Schedule B of this agreement, and the Contractor will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.
- 19.4 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.
- 19.5 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.
- 19.6 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.
- 19.7 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.

20. BUSINESS LICENSE

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

21. GENERAL PROVISIONS FOR GOODS

- 21.1 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”

- 21.2 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.
- 21.3 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.

22. COMPLIANCE

- 22.1 The Contractor will provide the Services in full compliance with all applicable laws, building codes and regulations.
- 22.2 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.

23. JURISDICTION OF COUNCIL AND NON-APPROPRIATION

- 23.1 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.
- 23.2 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.

24. WAIVER

- 24.1 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.

25. APPLICABLE LAW

- 25.1 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.

26. NOTICES

- 26.1 Any notice, report or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise 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.

- 26.2 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.

27. MERGER AND SURVIVAL

- 27.1 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.

28. ENTIRE AGREEMENT

- 28.1 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.
- 28.2 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.

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. BRAND NAME OR EQUAL

- 30.1 Unless otherwise stated, if, and wherever, the specifications state a brand name, a make, the name of manufacturer, a trade name or a supplier catalogue number, it is for the purpose of establishing a grade or quality of material only. It is not intended to rule out the use of other equivalent materials or equipment. If, however, Goods other than that specified are proposed in a Quotation, the Contractor is to include the name of such Goods, its manufacturer, any trade name and any applicable vendor catalogue number, and the City may request that the Contractor provide specific evidence of equivalency. Evidence of quality in the form of samples may be requested.
- 30.2 The use of the name of a manufacturer or of any particular make, model or brand in describing an item does not restrict the Contractor to that manufacturer or specific article unless limited by the term "no substitute". However, the article being offered must be of such character and quality so that it will serve the purpose for which it is to be used equally as well as that specified, and the Contractor shall warrant to the City that it is fit for that purpose. Quotations on comparable items must clearly state the exact article being offered including any and all applicable options and the Contractor shall furnish such other information concerning the article being offered as will be helpful in evaluating its acceptability for the purpose intended. If the Contractor does not indicate that the article offered is other than as specified, it will be understood that the Contractor is offering the article exactly as specified. Contractor should provide documentation on the specifications and quality levels of the proposed products. Quotations submitted that do not contain this documentation may be subject to rejection.

31. RISK OF LOSS OR DAMAGE, TITLE

The Contractor will bear the risk of loss, theft, destruction or damage to the goods until delivered and accepted by the City at the destination.

Any loss or damage to the City property caused by the Contractor and its employees during delivery and installation shall be the responsibility of the Contractor.

32. UNSATISFACTORY PERFORMANCE

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

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

33. ENUREMENT

33.1 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 above written.

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)

(THE FOLLOWING ATTACHMENTS WILL BE INSERTED WHEN A QUOTATION AGREEMENT IS ASSEMBLED AND WILL INCLUDE DETAILS FROM THE RFQ AND SUCCESSFUL QUOTATION)

APPENDIX 1 PRIME CONTRACTOR DESIGNATION – LETTER OF UNDERSTANDING

APPENDIX 2 CONTRACTOR HEALTH & SAFETY EXPECTATION – RESPONSIBILITY OF CONTRACTORS

SCHEDULE A

SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES

1. PURPOSE

The City of Surrey (the “**City**”) invites Quotations from experienced and qualified Contractors for the provision of new commercial grade fitness equipment to the City’s recreation centres.

2. BACKGROUND

The City’s recreation centres provide a number of programs and services to the public including instructional fitness classes, personal training, and open gym use. The City’s facilities have experienced tremendous growth which has resulted in the increase of fitness equipment that includes a variety of cardiovascular fitness machines and strength training equipment.

As a result the City is in the process of developing a fitness equipment replacement program to ensure the long term delivery of fitness the equipment and warranty services to the City.

The Goods and Services may be available to the following facilities on an “as and when required” basis:

- (a) Clayton Community Hub
- (b) North Surrey Arena
- (c) Cloverdale Recreation Centre
- (d) Guildford Recreation Centre
- (e) Fraser Heights Recreation Centre
- (f) Surrey Sport and Leisure Centre
- (g) Fleetwood Community Centre
- (h) South Surrey Indoor Pool
- (i) South Surrey Recreation and Arts Centre
- (j) Grandview Heights Aquatics Centre
- (k) Newton Recreation Centre

3. SCOPE OF SERVICES

The Contractor will provide everything required including all skilled labour, tools, materials, equipment, and transportation: the supply, delivery and installation and commissioning of new “full commercial” rated fitness equipment and cardiovascular equipment (the “**Fitness Equipment**”) at various City locations; and dispose of:

- remove waste packaging materials
- on-site warranty repairs
- OEM repair parts
- service and support, as required.

All Fitness Equipment must be full commercial warranted with no limitations on daily use (high volume recreation setting). It is the Contractor’s responsibility to provide evidence that substantiates that the product they are quoting under each category meets or exceeds this daily use requirement. Contractors should provide more than one (1) model for each type of Fitness Equipment offered.

4. EQUIPMENT SPECIFICATIONS / EQUIPMENT FEATURES

4.1 General specifications/equipment features consist of but not limited to the following:

- (a) Fitness Equipment that meets the needs of an aging population;
- (b) provide delivery timeline(s) for all equipment and any special requirements for installation and moving of equipment into the physical fitness centre space;
- (c) provide time required for installation of equipment;
- (d) provide a service provider for repairs and preventative maintenance who will also maintain an adequate inventory of replacement parts for a period extending beyond discontinuation of a specified Fitness Equipment product line. (i.e. stock parts inventory such as Kevlar belting, high grade airplane cable and cable ends);
- (e) provide the company name, location, contact name, phone number and email address of the authorized repair and support repair services provider;
- (f) provide information on common replacement parts for Fitness Equipment proposed including a catalogue of replacement parts that you will stock as part of your inventory, information on your inventory available on-line and the length of time that replacement parts will be made available in the event that any Fitness Equipment proposed is discontinued; and
- (g) provide information on the process of notifying the City for any parts, etc. on re-call.

All Fitness Equipment provided by the Contractor to the City must be Canadian Standards Association (CSA) approved.

4.2 The Contractor shall deliver Fitness Equipment on dates as per on going orders and at the City's discretion and install as recommended by the original equipment manufacturer of the various pieces of Fitness Equipment to the designated locations.

4.3 Upon delivery of Fitness Equipment, the Contractor shall provide qualified technicians onsite to move, install, and make fully operational all Fitness Equipment delivered or on dates as per the City's discretion.

5. GENERAL PREFERRED EQUIPMENT LIST

5.1 Specific requirements for various types of equipment are listed in Schedule A-1 General Preferred Equipment List.

5.2 Fitness Equipment must be suitable for use in a recreation centre environment.

5.3 Fitness Equipment must be of the latest model and readily available

5.4 The quantities of Fitness Equipment listed are the City's best estimates of its requirements and should not be relied upon.

6. PRODUCT CATEGORIES

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

- (a) **Cardio:** Treadmill, Elliptical, Recumbent Bike Upright Bike Power Mill Stair Climber
- (b) **SelectORIZED Machines/Cable Units:** Chest Press, Power Rack, Leg Press Leg Curl
- (c) **Free Weights/Benches:** Flat Bench, Barbell Rack, Dumbbells, Utility Bench
- (d) **Functional Equipment:** Balance Boards, Skipping Ropes, Bosu Balls, Resistance Bands, Exercise Balls
- (e) **Fitness Studio:** Yoga Mats, Yoga Blocks, Yoga Bolsters, Weighted Bars, Jelly bells, etc.

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

7. PRICING AND DISCOUNT STRUCTURE

- 7.1 **Pricing:** Prices quoted are to remain firm for one year from commencement date of the Contract.
- 7.2 Price shall include any and all costs associated with freight, inside delivery, setup and training on equipment.
- 7.3 All prices shall be in **Canadian funds**.
- 7.4 **Discounts:** The City seeks a competitive discount-off the Contractor's most current published list pricing. The discounts will be firm for the initial term of the Agreement.

8. SUSTAINABILITY INITIATIVE

The Contractor should describe all environmental "Green" certification, innovations in manufacturing and any other benefits that contribute to the overall "best value" of the proposed equipment and any information on any initiatives, programs and product choices that the Contractor has implemented that could be considered as sustainable value such as recycled material in manufacturing.

9. DELIVERY

- 9.1 Prices are to be quoted F.O.B. Destination, including freight, unloading at destination, import duties, brokerage fees, royalties, handling charges, overhead, profit and all other costs included.
- 9.2 An authorized representative of the Contractor shall supervise the delivery, unpacking and installation of the Fitness Equipment.

10. DELAYS

- 10.1 In the event the delivery schedule approved by the City is delayed by events beyond the control of the City, the City shall provide prompt and timely notice, in writing, to the Contractor(s).
- 10.2 If the Contractor(s) is delayed in the performance of the Services by its own acts or omissions, or those of its employees, agents or subcontractors, then the Contractor(s) will not be entitled to any time extension or reimbursement as a result of such delay.
- 10.3 In the event the Contractor(s) fails to meet its delivery commitments, the City reserves the right to obtain similar equipment and supplies necessary to function properly from any available source. In such event, the order will be cancelled and any difference in price shall be paid by the Contractor(s).

The City will not be responsible for restocking charges for Goods returned or exchanged under the terms of the Contract, unless mutually agreed upon by the City and the Contractor.

11. DELIVERY RESCHEDULING AND STORAGE

Upon receipt of the notice of delay, the Contractor(s) shall be responsible for rescheduling delivery or, if unable to do so, for storage and all associated storage costs for a period of up to and including ninety (90) days after the original City-approved delivery schedule.

12. IN-SERVICE TRAINING

- 12.1 Contractor will be required to provide customized instructional training program to include, but not limited to:
- a minimum two (2) hours interactive in-service training session at no cost to the City. The session will teach City staff how to use the equipment correctly, identify the basic parts/components of each piece, what to watch for regarding trouble shooting, understanding common error messages, and will provide an itemized list of needed cleaning supplies and clearly outline the necessary cleaning schedule and procedures for each piece of equipment provided;
 - training City staff on uses, features, and functioning of equipment within two (2) weeks of installation;
 - training City staff on the maintenance of the provided equipment within two (2) weeks of installation;
 - training City staff on correct methods to move provided equipment safely;
 - testing and exercise protocols of equipment; and
 - proper operation of the equipment and the recommended routine preventative maintenance procedures.

13. REPAIRS

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

14. UPGRADES

- 14.1 The Contractor will release, at regular intervals, Fitness Equipment model operating system upgrades, which will include firmware releases, software upgrades and security hot fixes to the extent provided in the ordinary course of business to its customers.
- 14.2 The Contractor will use a Contractor or manufacturer certified technician, at no additional cost to the City, to install upgrades and features.
- 14.3 The City, at its sole option, may choose to direct the Contractor not to upgrade the unit of Equipment with a manufacturer recommended change.
- 14.4 For the unit of Fitness Equipment where the Contractor is performing an upgrade, including patch or fix, or installation work, the Contractor will ensure:
- (a) that the City is aware of the procedures that it needs to perform to have any databases on a unit of Fitness Equipment:
 - (i) backed up immediately prior to the Contractor beginning installation of any upgrade;
 - (ii) successfully restored;
 - (b) functionality of the data, the enabling solution and features are verified; and
 - (c) a fallback plan approved by the City to restore the original configuration is in place.

15. RESPONSIBILITIES OF THE CONTRACTOR

- 15.1 Qualified Personnel: The Contractor or subcontracted maintenance technician(s) are required to have training and experience on any and all equipment supplied. The City prefers the maintenance technicians to be certified by a professional association such as ASTTBC.
- 15.2 The Contractor is expected to accept responsibility and provide personal supervision for those persons within their employment.
- 15.3 The Contractor shall immediately report to the City any damage to the Fitness Equipment or Facility caused by the Contractor or its maintenance technicians and will remedy these damages to the City's standard and at no cost to the City.
- 15.4 Initiating, maintaining, supervising, observing and complying with all safety precautions and programs in connection with the warranty work done in accordance with all applicable federal, provincial and local laws, regulations and ordinances.
- 15.5 The Contractor shall remove all garbage, obsolete equipment, and packing material related to the installation of Fitness Equipment.

- 15.6 The Contractor shall repair any Fitness Equipment at no cost to the City if:
- (a) a replaced part by the Contractor fails within two (2) weeks from the time of repair.
 - (b) a repaired function by the Contractor exhibits the same malfunction with two (2) weeks from the time of repair.

16. RESPONSE TIME

- 16.1 Throughout the duration of the equipment warranty period, the Contractor will have the ability to perform local service/repair on the supplied Fitness Equipment and:
- (a) provide a guaranteed telephone response time to the City within a maximum of two (2) hours from the time a service call is initiated;
 - (b) provide authorized service repair and must have access to stock parts that breakdown with frequency to ensure that equipment malfunctions are diagnosed within a twenty four (24) hour period; and
 - (c) have the Fitness Equipment fully repaired in accordance with original equipment manufacturers performance standards within a maximum of forty-eight (48) hours following diagnosis.
- 16.2 Services are to ensure safe and dependable operation of the equipment at all times. All repairs shall be made on site with the City's Facility where the Fitness Equipment resides with minimal disruption to operations and customers.

17. INSPECTION

- 17.1 All Fitness Equipment and/or services are subject to inspection and approval upon delivery. The City has the right to refuse acceptance of such Fitness Equipment and/or Services that are not in accordance with the specifications, requirements or the manufacturer's warranty (expressed or implied).
- 17.2 Each unit is to be delivered clean and shall be complete with all equipment operable. The unit(s) will be inspected by the City upon delivery to determine compliance with the specifications and/or to test its ability to perform its intended use.
- 17.3 Acceptance or rejection of the Fitness Equipment and/or services shall be made promptly as practical, but failure to inspect the Fitness Equipment and/or Services shall not relieve the Contractor from responsibility of such Fitness Equipment and/or Services that are not in accordance with this RFQ.
- 17.4 The City shall be the final judge of all Fitness Equipment and/or Services in respect of both quality and quantity and its decisions of all questions in dispute with regard thereto will be final. Fitness Equipment not accepted will be returned to the Contractor at the Contractor's sole expense.
- 17.5 After installation and set-up, the Contractor is required to demonstrate that the Fitness Equipment provided is not damaged and functions properly. Failure to satisfy this

acceptance test may result in rejection of the equipment with no financial obligation incurred by the City

18. DOCUMENT REQUIRED UPON DELIVERY OF FITNESS EQUIPMENT

18.1 Documentation at time of Delivery:

Contractor is to provide the following documentation upon delivery:

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

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

19. PACKAGING

19.1 All shipping containers shall be properly and legibly marked or labelled on the outside with the description of the items and City's purchase order number. Packing or delivery slips must be provided.

19.2 The item(s) specified, with packing slips/delivery slips and/or other required documents are to be delivered F.O.B. Destination, full freight prepaid to the City's specified location to be coordinated with the general contractor.

20. SERVICE MANUALS AND ACCESSORIES

(a) The Contractor should provide hard copies of all manuals and owners guide of Fitness Equipment and warranty information with each new piece of equipment including, if available, all spare parts, video tapes, CDs, DVDs, and soft copies of owner's manuals and service manuals to the City.

(b) The Contractor is to obtain, have on file, and make available to the City's maintenance personnel and equipment maintenance contractor all operational and service manuals, schematics, parts list, etc., which are necessary to meet the performance requirements of the Agreement. The location and listing of the service data manuals, by name, and/or the manuals themselves are to be provided to the City facility coordinator upon request.

21. TECHNICAL SUPPORT

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

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

22. DISPOSAL OF WASTE AND OTHER MATERIALS

- 22.1 The Contractor should maintain and leave the facility in a tidy condition and free from the accumulation of waste products, packaging materials and debris.
- 22.2 Upon completion of installation and inspection, the Contractor should remove all surplus products, tools, packaging and equipment relating to the delivery and installation of the Fitness Equipment.
- 22.3 The Contractor is responsible and accountable for the disposal of all excess and scrap materials in an environmentally friendly manner.
- 22.4 The Contractor is solely responsible for any and all damages done or regulations violated in the disposal of waste materials and for any other actions that the Contractor performs.

-END OF PAGE-

**SCHEDULE A-1
GENERAL PREFERRED EQUIPMENT LIST**

TABLE A	CARDIO EQUIPMENT <i>(not to have console viewing/television)</i>
Line Item	Equipment Requested
A1	Recumbent Bike
A2	Treadmills with full hand rails
A3	Power Mill
A4	Upright Bikes
A5	Concept II Ski Erg
A6	Elliptical (no arms)
A7	Elliptical
A8	Octane Xride
A9	Concept II "D" Series Rower
A10	Stair Climber
A11	Treadmill

TABLE B	SELECTORIZED EQUIPMENT / CABLE EQUIPMENT
Line Item	Equipment Requested
B1	Synergy Cage
B2	Half Rack Long Base (Olympic Bench)
B3	Power Rack
B4	Pec Fly/Rear Delt
B5	Cable Motion Dual-Pulley
B6	Seated Leg Curl
B7	Chest Press
B8	Row/Rear Delt
B9	Lat Pulldown
B10	Leg Press
B11	Leg Curl w/ start RLD
B12	Mutli-Jungle 5-Stack

TABLE C	FREE WEIGHTS AND BENCHES
Line Item	Equipment Requested
C1	Two-Tier Dumbbell Rack
C2	Flat Bench
C3	Adjustable Bench
C4	Utility Bench
C5	Flat Bench
C6	Barbell Rack
C7	Barbell (20-110lbs) Fixed
C8	Dumbbell (5-50lbs)
C9	Dumbbells (55-100lbs)



SCHEDULE B – QUOTATION FOR STANDING OFFER

RFQ Title: **FITNESS EQUIPMENT**

RFQ No: 1220-040-2017-122

CONTRACTOR

Legal Name: _____

Contact Person and Title: _____

Business Address: _____

Business Telephone: _____

Business Fax: _____

Business E-Mail Address: _____

CITY OF SURREY

City Representative: Richard D. Oppelt, Purchasing Manager

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

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

1. If this Quotation is accepted by the City, a contract will be created as described in:
 - (a) the Agreement;
 - (b) the RFQ;
 - (c) the specifications set out on Section B-2 and in Schedule A of the RFQ;
 - (d) the Agreement;
 - (e) this Quotation; and
 - (f) other terms, if any, that are agreed to by the parties in writing.
2. Capitalized terms used and not defined in this Quotation will have the meanings given to them in the Agreement and RFQ. Except as specifically modified by this Quotation, all terms, conditions, representations, warranties and covenants as set out in the Agreement and RFQ will remain in full force and effect.

3. It is understood and agreed by the Contractor that should this Quotation be selected by the City, it will result in a Standing Offer only and the Goods and Services will be ordered by the City solely on an "as and when required" basis. The aggregate value of Goods and Services which may be ordered is conditional upon the needs of the City. No compensation will be accrued, owed or paid to any Contractor in the event that the Goods and Services are not ordered. If a Standing Offer is executed by the City, at the sole option of the City, the City may place a purchase order for Goods and Services specified in the purchase order and the Contractor agrees to provide those Goods and Services. The parties agree that the City may not place any purchase order for Goods and Services with the Contractor for the duration of the term of the Standing Offer. The parties agree that the City may purchase identical or similar Goods and Services from any other source.
4. I/We have reviewed the RFQ Attachment 1 – Draft Agreement. If requested by the City, I/we would be prepared to enter into that Agreement, amended by the following departures (list, if any):

Section

Requested Departure(s) / Alternative(s)

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

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

Requested Departure(s) / Alternative(s)

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

SECTION B-1

Changes and Additions to Specifications:

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

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

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

SECTION B-2

Fees and Payments

9. The Contractor offers a **Standing Offer** to the City of Surrey to supply the Goods and Services for the prices plus applicable taxes as follows:

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

TABLE A – CARDIO

Line Item	Equipment Requested	Make/Model Manufacturer	Lead Time	Warranty (STATE)	Unit of Measure	Unit Price	Installation Cost
A1	Recumbent Bike				Each	\$	\$
A2	Treadmills with full length hand rails				Each	\$	\$
A3	Power Mill				Each	\$	\$
A4	Upright Bikes				Each	\$	\$
A5	Concept II Ski Erg				Each	\$	\$
A6	Elliptical (no arms)				Each	\$	\$
A7	Elliptical				Each	\$	\$
A8	Octane Xride				Each	\$	\$
A9	Concept II "D" Series Rower				Each	\$	\$
A10	Stair Climber				Each	\$	\$
A11	Treadmill				Each	\$	\$

TABLE B - SELECTORIZED MACHINES/CABLE UNITS

Line Item	Equipment Requested	Make/Model Manufacturer	Lead Time	Warranty (STATE)	Unit of Measure	Unit Price	Installation Cost
B1	Synergy Cage				Each	\$	\$
B2	Half Rack Long Base (Olympic Bench)				Each	\$	\$
B3	Power Rack				Each	\$	\$
B4	Pec Fly/Rear Delt				Each	\$	\$
B5	Cable Motion Dual-Pulley				Each	\$	\$
B6	Seated Leg Curl				Each	\$	\$
B7	Chest Press				Each	\$	\$
B8	Row/Rear Delt				Each	\$	\$
B9	Lat Pulldown				Each	\$	\$
B10	Leg Press				Each	\$	\$
B11	Leg Curl w/ start RLD				Each	\$	\$
B12	Multi-Jungle 5-Stack				Each	\$	\$

TABLE C - FREE WEIGHTS / BENCHES

Line Item	Equipment Requested	Make/Model Manufacturer	Lead Time	Warranty (STATE)	Unit of Measure	Unit Price	Installation Cost
C1	Two-Tier Dumbbell Rack				Each	\$	\$
C2	Flat Bench				Set	\$	\$
C3	Adjustable Bench				Each	\$	\$
C4	Utility Bench				Set	\$	\$
C5	Flat Bench				Each	\$	\$
C6	Barbell Rack				Set	\$	\$
C7	Barbell (20-110lbs) Fixed				Each	\$	\$
C8	Dumbbell (5-50lbs)				Each	\$	\$
C9	Dumbbells (55-100lbs)				Each	\$	\$

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.

List of Separate Prices:

The following is a list of Separate Price(s) and forms part of this RFQ, upon the acceptance of any or all of the Separate Price(s). The Separate Prices are an addition or a deduction to the Total Quotation Price and do not include taxes. DO NOT state a revised Total Quotation Price.

Provide Separate Price for Extended Warranty options (length of warranty and pricing)

OPTION 1 _____	\$ []
OPTION 2 _____	\$ []
OPTION 3 _____	\$ []

If the prices shown above are only open to a particular date, please indicate the date:

Force Account Labour and Equipment Rates:

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

Table 1 – Schedule of Labour Rates:

Please use the space below to provide labour categories and their hourly cost that are not already listed.

Labour Category	Straight Time/hr (Plus GST)	Overtime Rate/hr (Plus GST)
.1 Certified Technician	\$	\$
.2 Apprentice	\$	\$
.3 Helper	\$	\$
.4	\$	\$
.5	\$	\$
.5	\$	\$
.6	\$	\$
.7	\$	\$

Table 2 – Schedule of Equipment Rates:

No.	Equipment Description	Hourly Rate
		\$
		\$

Table 3 – Discount Structure:

Provide discount structure for each product category identified below. The discounts are applicable against the manufacturer's catalogue or published price list and shall remain firm for the Term of the Agreement.

Product Categories	Discount Structure (%)
A. Cardio	
B. Selectorized Machines/Cable Units	
C. Free Weights/Benches	
D. Functional Equipment	
E. Fitness Studio	
F. Others, please specify:	

SECTION B-3

Time Schedule:

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

 MILESTONE DATES _____

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

SECTION B-4

Key Personnel & Sub-Contractors:

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

Key Personnel

Name: _____

Experience: _____

Dates: _____

Project Name: _____

Responsibility: _____

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

<i>Description Of Goods & Services</i>	<i>Sub-Contractors & Material Suppliers Names</i>	<i>Years Of Working With Contractor</i>	<i>Telephone Number And Email</i>

SECTION B-5

Experience and References:

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

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

Experience and Reference 1	
Supply Contract Description	Comments
Start and Completion Date:	
Approximate Value:	
Firm Name:	
Reference Contact:	
Telephone:	
E-mail:	
Experience and Reference 2	
Supply Contract Description	Comments
Start and Completion Date:	
Approximate Value:	
Firm Name:	
Reference Contact:	
Telephone:	
E-mail:	
Experience and Reference 3	
Supply Contract Description	Comments
Start and Completion Date:	
Approximate Value:	
Firm Name:	
Reference Contact:	
Telephone:	
E-mail:	

Equipment:

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

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

Have you included information on the suitability of the equipment as part the submission?

☐ Yes ☐ No

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

Have you included information on the suitability of the equipment as part the submission?

☐ Yes ☐ No

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

Training:

19. Provide a description of the procedure for training the end user in a newly acquired Fitness Equipment operation, including maintenance training.

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

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

Other Services:

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

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

24. **Parts Service and Support:** Contractors should include a listing of their parts depot locations throughout British Columbia. Include name of the distributor, if not your own location and provide the address and contact information.

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

26. **Warranty:**

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

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

Preventative Maintenance Provided by the Contractor during Warranty Period:

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

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

27. **Allowance for Re-orders:**

- (i) For future orders and budgetary purposes the City would like a commitment of firm pricing for three (3) years.

Can you guarantee pricing for three years through December 31, 2020?
____ Yes ____ No

- (ii) If you cannot guarantee pricing for three years, can you specify a period of time for guaranteed prices?. ____ Yes ____ number of years. ____ No

- (iii) If you cannot guarantee pricing, provide a maximum percentage increase per year. ____%.

28. **Upgrades:** The City may request for upgrades for equipment with the manufacturer recommended change. Provide information on your company's system upgrades, which includes firmware releases, software upgrades and security hot fixes.

Will there be additional cost to upgrades? ____ Yes ____ No

29. Contractor should describe their sustainability initiatives relating to the environmental impacts. The environmental attributes (green) of their Goods and Services. 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):

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

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

CONTRACTOR

I/We have the authority to bind the Contractor

(Legal Name of Contractor)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

This Quotation is accepted by the City this ____ day of _____, 201__.

CITY OF SURREY

(Signature of Authorized Signatory)

(Signature of Purchasing Representative)

(Print Name and Position of Authorized Signatory)

(Print Name of Purchasing Representative)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)