



REQUEST FOR PROPOSALS

Title: Supply, Delivery and Installation of UrbanScreen, Surrey Civic Centre

Reference No.: 1220-030-2023-015

CONTRACTOR – GOODS AND SERVICES

(General Services)

Issuance Date: January 8, 2023

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REQUEST FOR PROPOSALS

1. INTRODUCTION

1.1 Purpose

The City of Surrey (the “**City**”) is seeking proposals from qualified and experienced proponents (each a “**Proponent**”) to provide for the design, manufacture, supply, delivery, installation, maintenance and repair of a commercial quality exterior overhead projection equipment with sound capacity as further described in Schedule A – Specifications of Goods and Scope of Services (the “**Goods and Services**”).

1.2 Background

The City launched UrbanScreen in 2010 as a Public Art venue on the west wall of Chuck Bailey Recreation Centre in Whalley/Surrey City Centre, operated and programmed by Surrey Art Gallery in consultation with the UrbanScreen Advisory Community. This venue ran until spring 2022, after which it was deinstalled to enable the expansion of the Recreation Centre.

For information on this nationally and provincially award-winning venue, please click on links below:

- [UrbanScreen webpages¹](#)
- [Art After Dark: 10 Years of UrbanScreen publication²](#)

Learn more about the Gallery’s internationally recognized work in digital media in *TechLab: Experiments in media art 1999-2019* publication:

https://www.surrey.ca/sites/default/files/media/documents/SurreyArtGallery_TechLab.pdf

Through federal funding from Pacifica Canada Community Revitalization Fund (“CCRF”), the City should be able to support the development of an UrbanScreen in Surrey Civic Plaza. A new largescale projection venue with an interactive kiosk supporting, for example, capacity for sensory tracking, along with motion activated and/or directed sound speakers.

1.3 Definitions

In this RFP the following definitions shall apply:

- (a) “**City**” means the City of Surrey;
- (b) “**City Representative**” has the meaning set out in Section 2.5;

¹ <https://www.surrey.ca/arts-culture/surrey-art-gallery/digital-art/urbanscreen>

² <https://www.surrey.ca/arts-culture/surrey-art-gallery/gallery-publications/exhibition-catalogues/art-after-dark-10-years>

- (c) **“Closing Time”** has the meaning set out in Section 2.2;
- (d) **“Contract”** means a formal written contract between the City and a Preferred Proponent to undertake the Goods and Services, the preferred form of which is attached as Schedule B;
- (e) **“Evaluation Team”** means the team appointed by the City;
- (f) **“Goods”** has the meaning set out in Schedule A;
- (g) **“Information Meeting”** has the meaning set out in Section 2.3;
- (h) **“Preferred Proponent(s)”** means the Proponent(s) selected by the Evaluation Team to enter into negotiations for a Contract;
- (i) **“Proponent”** means an entity that submits a Proposal;
- (j) **“Proposal”** means a proposal submitted in response to this RFP;
- (k) **“RFP”** means this Request for Proposals;
- (l) **“Services”** has the meaning set out in Schedule A;
- (m) **“Site”** means the place or places where the Goods are to be delivered and the Services are to be performed; and
- (n) **“Statement of Departures”** means Schedule C-1 to the form of Proposal attached as Schedule C.

2. INSTRUCTIONS TO PROPONENTS

2.1 Estimated Timeline

The completion of the Goods and Services is dependent upon the deadline of the CCRF Grant. A portion of the Goods and Services should be completed prior to March 31, 2024.

2.2 Closing Time and Address for Proposal Delivery

The Proponent should submit the Proposal **electronically** in a single pdf file which must be delivered by email at: purchasing@surrey.ca

on or before the following date and time

Time: 3:00 p.m., local time

Date: January 30th, 2024

(the “Closing Time”).

Confirmation of receipt of email will be issued. Proposals that cannot be opened or viewed may be rejected. A Proponent bears all risk that the City's receiving equipment functions properly so that the Proposal is received by the Closing Time.

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

2.3 Information Meeting

An information meeting will be hosted by the City Representative to discuss the City's requirements under this RFP (the "**Information Meeting**"). While attendance is at the discretion of Contractors, Contractors who do not attend will be deemed to have attended the Information Meeting and to have received all of the information given at the Information Meeting.

At the time of issuance of this RFP a meeting has been scheduled as follows:

Date: **January 16, 2024**

Time: **5:00 PM**

Location: **Surrey Civic Plaza located at 13450 – 104 Avenue, Surrey, B.C**
Meet outside entrance to City Hall on Plaza Side

Proponents interested in participating in this Information Meeting should send their request by email to: purchasing@surrey.ca.

It is possible that some questions raised, and information provided during the Information Meeting may be the only source of critical information essential to prepare and submit a successful Proposal. Proponents are responsible to ensure they are fully informed and have a clear understanding of the requirements.

Note: No minutes of the information meeting and site tour will be provided.

The Proponent is responsible for parking fees, if applicable.

2.4 Late Proposals

Proposals submitted after the Closing Time will not be accepted or considered. A Proponent bears all risk that the City's receiving equipment functions properly so that the Proposal is received by the Closing Time.

2.5 Amendments to Proposals

Proposals may be revised by written amendment, delivered to the location set out in Section 2.2, at any time before the Closing Time but not after. An amendment should be signed by an authorized signatory of the Proponent in the same manner as provided by Section 3.2. E-mailed amendments are permitted, but such amendment should show

only the change to the proposal price(s) and should not disclose the actual proposal price(s). A Proponent bears all risk that the City's receiving equipment functions properly so as to facilitate timely delivery of any amendment.

2.6 Inquiries

All inquiries related to this RFP 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, Procurement Manager

E-mail: purchasing@surrey.ca

Reference: 1220-030-2023-015

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

Proponents finding discrepancies or omissions in the Contract or RFP, 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 RFP, the City Representative will issue an addendum in accordance with Section 2.7. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

2.7 Addenda

If the City determines that an amendment is required to this RFP, the City Representative will issue a written addendum by posting it on the BC Bid website at www.bcbid.gov.bc.ca and the City website at www.surrey.ca (collectively, the "**Websites**"), and upon posting, any addenda will form part of this RFP. It is the responsibility of Proponents to check the Websites for addenda. The only way this RFP 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 RFP or may be relied upon by any Proponent. By delivery of a Proposal the Proponent is deemed to have received, accepted and understood the entire RFP, including any and all addenda.

2.8 Examination of Contract Documents and Site

Proponents will be deemed to have carefully examined the RFP, including all attached Schedules, the Contract and the Site conditions (as applicable) prior to preparing and submitting a Proposal with respect to any and all facts which may influence a Proposal.

2.9 Opening of Proposals

The City intends to open Proposals in private but reserves the right to open Proposals in public at its sole discretion.

2.10 Status Inquiries

All inquiries related to the status of this RFP, including whether or not a Contract has been awarded, should be directed to the City Website and not to the City Representative.

3. PROPOSAL SUBMISSION FORM AND CONTENTS

3.1 Form of Proposal

Proponents should complete the form of Proposal attached as Schedule C, including Schedules C-1 to C-5. Proponents are encouraged to respond to the items listed in Schedules C-1 to C-5 in the order listed. Proponents are encouraged to use the forms provided and attach additional pages as necessary.

3.2 Signature

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

- (a) If the Proponent is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Proposal 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 Proposal on behalf of the corporation is submitted;
- (b) If the Proponent 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 Proponent is an individual, including a sole proprietorship, the name of the individual should be included.

4. EVALUATION AND SELECTION

4.1 Evaluation Team

The evaluation of Proposals will be undertaken on behalf of the City by an Evaluation Team. The Evaluation Team may consult with others including City staff members, third party consultants and references, as the Evaluation Team may in its discretion decide is required. The Evaluation Team will give a written recommendation for the selection of a Preferred Proponent or Preferred Proponents to the City.

4.2 Evaluation Criteria

The Evaluation Team will compare and evaluate all Proposals to determine each Proponent's strength and ability to provide the Goods and Services in order to determine the Proposal, or Proposals, which are most advantageous to the City, using the following criteria:

(a) Experience, Reputation and Resources

The Evaluation Team will consider the Proponent's responses to items in Schedule C-2.

(b) Technical

The Evaluation Team will consider the Proponent's responses to items in Schedule C-3 and Schedule C-4.

(c) Financial

The Evaluation Team will consider the Proponent's response to Schedule C-5.

(d) Statement of Departures

The Evaluation Team will consider the Proponent's response to Schedule C-1.

The Evaluation Team will not be limited to the criteria referred to above, and the Evaluation Team may consider other criteria that the team identifies as relevant during the evaluation process. The Evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal. All criteria considered will be applied evenly and fairly to all Proposals.

4.3 Discrepancies in Proponent's Financial Proposal

If there are any obvious discrepancies, errors or omissions in Schedule C-5 of a Proposal (Proponent's Financial Proposal), then the City shall be entitled to make obvious corrections, but only if, and to the extent, the corrections are apparent from the Proposal as submitted, and in particular:

- (a) if there is a discrepancy between a unit price and the extended total, then the unit prices shall be deemed to be correct, and corresponding corrections will be made to the extended totals;
- (b) if a unit price has been given but the corresponding extended total has been omitted, then the extended total will be calculated from the unit price and the estimated quantity; and
- (c) if an extended total has been given but the corresponding unit price has been omitted, then the unit price will be calculated from the extended total and the estimated quantity.

4.4 Litigation

In addition to any other provision of this RFP, the City may, in its absolute discretion, reject a Proposal if the Proponent, or any officer or director of the Proponent submitting the Proposal, is or has been engaged directly or indirectly in a legal action against the City, its elected or appointed officers, representatives or employees in relation to any matter, or if the City has initiated legal action against any officers or directors of the Proponent.

In determining whether or not to reject a Proposal under this section, the City will consider whether the litigation is likely to affect the Proponent's ability to work with the City, its consultants and representatives and whether the City's experience with the Proponent indicates that there is a risk the City will incur increased staff and legal costs in the administration of the Contract if it is awarded to the Proponent.

4.5 Additional Information

The Evaluation Team may, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal, and the Evaluation Team may make such requests to only selected Proponents. The Evaluation Team may consider such clarifications or additional information in evaluating a Proposal.

4.6 Interviews

The Evaluation Team may, at its discretion, invite some or all of the Proponents to appear before the Evaluation Team to provide clarifications of their Proposals. In such event, the Evaluation Team will be entitled to consider the answers received in evaluating Proposals.

4.7 Negotiation of Contract and Award

If the City selects a Preferred Proponent or Preferred Proponents, then it may:

- (a) enter into a Contract with the Preferred Proponent(s); or
- (b) enter into discussions with the Preferred Proponent(s) to attempt to finalize the terms of the Contract(s) including financial terms, and such discussions may include:
 - (1) clarification of any outstanding issues arising from the Preferred Proponent's Proposal;
 - (2) negotiation of amendments to the departures to the draft Contract, if any, proposed by the Preferred Proponent as set in Schedule C-1 to the Preferred Proponent's Proposal; and
 - (3) negotiation of amendments to the Preferred Proponent's price(s) as set out in Schedule C-5 to the Preferred Proponent's Proposal and/or Goods and scope of Services if:
 - (A) the Preferred Proponent's financial Proposal exceeds the City's approved budget, or
 - (B) the City reasonably concludes the Preferred Proponent's financial proposal includes a price(s) that is unbalanced, or
 - (C) a knowledgeable third party would judge that the Preferred Proponent's price(s) materially exceed a fair market price(s) for services similar to the Goods and Services offered by the

Preferred Proponent as described in the Preferred Proponent's Proposal; or

- (c) if at any time the City reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, give the Preferred Proponent(s) written notice to terminate discussions, in which event the City may then either open discussions with another Proponent or terminate this RFP and retain or obtain the Goods and Services in some other manner.

5. GENERAL CONDITIONS

5.1 No City Obligation

This RFP is not a tender and does not commit the City in any way to select a Preferred Proponent, or to proceed to negotiations for a Contract, or to award any Contract, and the City reserves the complete right to at any time, and for any reason, reject all Proposals, and to terminate this RFP process. The City is under no obligation to consider any Proposal, including the Proposal with the lowest price, or to select as the Preferred Proponent the Proponent that submits the Proposal with the lowest price.

In addition, should the City not receive the CCRF, the City reserves the right not to pursue this RFP in accordance with this section.

5.2 Proponent's Expenses

Proponents are solely responsible for their own expenses in preparing, and submitting Proposals, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from this RFP. The City and its representatives, agents, consultants and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP.

5.3 No Contract

By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind is formed under, or arises from this RFP, prior to the signing of a formal written Contract.

5.4 Conflict of Interest

A Proponent shall disclose in its Proposal 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.

5.5 Solicitation of Council Members, City Staff and City Consultants

Proponents and their agents will not contact any member of the City Council, City staff or City consultants with respect to this RFP, other than the City Representative named in section 2.7, at any time prior to the award of a contract or the cancellation of this RFP

and which could be viewed as one Proponent attempting to seek an unfair advantage over other Proponents.

5.6 Confidentiality

All submissions become the property of the City and will not be returned to the Proponent. All submissions will be held in confidence by the City unless otherwise required by law. Proponents 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.

5.7 No Claims

Each Proponent, by submitting a Proposal, irrevocably:

- (a) agrees that it will not bring any claim, demand, action, cause of action, suit or proceeding, whether arising in contract, tort (including negligence) or otherwise (a “**Claim**”) against the City or any of its employees, directors, officers, advisors or representatives, or any one of them, for any costs, damages or other compensation for any matter relating directly or indirectly to this RFP (including in the event that the City rejects or disqualifies or for any other reason fails to accept a Proposal, accepts a non-compliant Proposal or otherwise breaches, or fundamentally breaches, the terms of this RFP or any duties arising from this RFP; and
- (b) waives any Claim against the City and its employees, directors, officers, advisors or representatives, or any one of them, for any compensation of whatsoever nature or kind, including for loss of anticipated profits, loss of opportunity, indirect, incidental or consequential damages or losses if no contract is entered into for the Services between the Proponent and the City for any reason whatsoever, including in the event that the City rejects or disqualifies or for any other reason fails to accept a Proposal, accepts a non-compliant Proposal or otherwise breaches, or fundamentally breaches, the terms of this RFP or any duties arising from this RFP.

SCHEDULE A - SCOPE OF SERVICES

1. INTRODUCTION

- 1.1 The Proponent agrees to design, and be fully responsible for assessing the site requirements, as well as supply, installation and commissioning of a commercial quality exterior overhead projection system and support equipment including all labour, materials, connections and programming required, video (interactive artworks and video event screenings) sound, and control subsystems with all necessary infrastructure (power, data, structural support) for a turnkey digital projection system (the “Goods and Services”) as generally described in this Schedule A.
- 1.2 Job Site Location: Surrey City Plaza, 13450 – 104th Avenue, Surrey, British Columbia.
- 1.3 Project Schedule: Project is intended to be completed as soon as possible following approval by City Council. Installation scheduling shall be agreed in advance with the City and coordinated with key City stakeholders (e.g., Facilities Management, user groups, and City Information Technology Division) and with other City business activities on site before and during installation. A communication plan is critical to ensuring the right channels and processes are adhered to ensure City business needs are met.

OVERVIEW OF REQUIREMENTS

The primary objectives of this project are summarized in the list below and provided in greater detail in the subsequent headings of this Schedule A.

1. Review of site conditions and considerations;
2. Supply of all Goods (including relevant hardware and software to operate) in accordance with the preferred technical specifications/requirements;
3. Supply all Services with qualified professionals in varying trade and professional disciplines, including the arrangement of all permits, and any utility coordination needed;
4. Coordinate design and construction activities with the City and its various stakeholders, including the provision of a proof of concept, and final submittals for schematic design and shop drawings; and
5. Provide training, post-implementation support, commissioning services and relevant manuals to the City for the delivery of the Goods and Services.

2. PROJECT DELIVERABLES

- 2.1 Through the RFP process, the City hopes to receive Proposals with:
- (a) robust projection venue with user friendly functions which will enhance the number of people who will interact with, and benefit from the digital and interactive artwork;
 - (b) final outcome should be a working and fully functional projection and kiosk solution;
 - (c) optional components that will further enhance the UrbanScreen performance;
 - (e) complete training and post-implementation support;

3. SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES - GENERAL

3.1 For the Goods and Services and construction as described herein will generally include but not limited to the following:

3.1.1 Approach

- (a) review of existing structural and electrical existing site conditions to determine areas suitable for the Goods and kiosk;
- (b) provide all necessary labour, supervision, services, materials, tools, equipment, and all other items whether of a permanent or temporary nature and shall perform all operations necessary and required hereunder (including to the extent applicable, any required engineering or design services) to complete the scope of Services;
- (c) new projection equipment consistent with state of the art products from a recognized manufacturer that has successfully developed these units and has a product line that is widely accepted and implemented. The material is listed by a recognized testing and listing organization, and compliant with Canadian standards and local codes and ordinances;
- (d) supply all materials associated with the installation of an underground conduit and power supply (if needed);
- (e) supply all materials required to return the site to preconstruction conditions;
- (f) be responsible for the integrity of materials. Materials provided for installation on the projects shall be new, unaltered as provided by the vendors;
- (g) be responsible for the storage of materials and equipment which shall not be in any City facilities or in the public right-of-way.
- (h) provide a detailed and fully costed Proposal including for example, hardware, installation (including any required removals and replacements), all necessary structural requirements, cables, connectors, power adaptors, maintenance, commissioning, software solution, and troubleshooting;
- (i) not impede the location's functional needs;
- (j) minimize opportunity for vandalism, and ensure public safety;
- (k) provide ongoing support for City's technical services team in the operation of the video display; and
- (l) provide manufacturers' warranties, guarantees, instruction sheets and parts listed, which are furnished with certain articles or materials incorporated into the work.

3.1.2 Preferred Technical Specifications/Requirements

The following lists preferred major components of the Goods and Services. The Proponent is required to provide all necessary accessories, support components, etc. for a working system.

Representative products are provided to indicate the general style, type, character, quality and performance preferred. The Proponent may offer substitutions which meet or exceed the preferred represented product.

- (a) Projectors require the preferred specifications:
 - (i) 20,000 lumens
 - (ii) Laser phosphor light source
 - (iii) 1,920 x 1,200 (WUXGA) resolution
 - (iv) RS232 and IP control
 - (v) Quantity as required to cover entire east wall of Surrey Library with approximately 10% overlap edge-blending
 - (vi) Representative product: Barco G100-W22
- (b) Projector housings require the preferred specifications:
 - (i) Custom built for projector and light poles
 - (ii) DNEMA4X compliant for outdoor use
 - (iii) Protection against water/ice/dust ingress
 - (iv) Integrated ventilation system
 - (v) Integrated power strip
 - (vi) Integrated heating element
 - (vii) Representative product: Batko FRI-PROJ
- (c) PTZ camera requires the preferred specifications:
 - (i) 21x optical zoom
 - (ii) 360-degree pan
 - (iii) 1920 x 1080 video resolution
 - (iv) Outdoor-rated
 - (v) Network (H.264/265) video streaming
 - (vi) IP control
 - (vii) Representative product: Axis P56 series
- (d) Interactive sensor requires the preferred specifications:
 - (i) Distance sensor via IR + PSD (Position Sensing Device)
 - (ii) Housed in outdoor case
 - (iii) Representative product: Sharp GP2Y0A series
- (e) Loudspeakers require the preferred specifications:
 - (i) Highly focused beam of sound
 - (ii) Outdoor-rated
 - (iii) Quantity: one per lighting pole (potentially up to 6 in total)
 - (iv) Representative product: Brown Innovations SB-47
- (f) Video-audio-control extenders require the preferred specifications:
 - (i) IP transmission over 1G Ethernet network

- (ii) Housed in outdoor case (where necessary)
- (iii) Representative product: Extron NAV series
- (g) Video processing requires the preferred specifications:
 - (i) Projection mapping capable
 - (ii) Support edge blending
 - (iii) Quantity of outputs to match projectors
 - (iv) 2TB media storage
 - (v) Internal capture card for portable laptop
 - (vi) Complete with rack-mounted keyboard/mouse/display
 - (vii) Representative product: Green Hippo Hippotizer Media Server
- (h) Audio processing requires the preferred specifications:
 - (i) Amplifier with DSP to control and process audio
 - (ii) Representative product: Brown Innovations The Myriad
- (i) Ethernet switch requires the minimum specifications:
 - (i) Compliant with City IT standards
- (j) FM Broadcast Unit requires the preferred specifications:
 - (i) Selectable frequency
 - (ii) Stereo configuration
 - (iii) Representative product: Decade MS-100S
- (k) AV Equipment Rack requires the preferred specifications:
 - (i) 19" metal steel construction
 - (ii) 4-post
 - (iii) Seismic certified with anchor kit
 - (iv) Front and rear rack rails with tapped 10-32 mounting holes in universal EIA spacing
 - (v) Copper buss bar
 - (vi) Leveling feet
 - (vii) Front and rear lockable doors
 - (viii) Sized to accommodate all AV equipment plus minimum 20% rack space for future equipment
 - (ix) Power distribution included
 - (x) Uninterruptible power supply included
 - (xi) Representative product: Middle Atlantic BGR-SA series
 - (l) All new wiring shall be FT-6 rated.

4. DESIGN AND CONSTRUCTION PARAMETERS

4.1 Submittals for Review and Approval Prior to Construction

If selected by the City to perform the Services listed in this RFP, the Proponent shall provide the City with the following documentation for review and approval prior to the commencement of the installation:

- Projection system description and a report detailing the suitability of the installation;
- Installation plan with detailed layout and integrated mounting system;
- Master drawing index showing all drawings to be submitted for review;
- All shop drawings; and
- Seismic certification (if applicable) and equipment anchorage details;

4.2 General Requirements

4.2.1 The following is a summary of the preferred requirements for the design and Services. This is a draft list setting out the main requirements by the project stakeholders to this point and subject to change and be refined, including based on the input from, and the expertise of, the preferred Proponent's team.

Basis of Scope:

- (a) architectural, structural, electrical and civil;
- (b) provide equipment and labour for the installation of underground electrical conduit and power supply (as needed);
- (c) provide labour in the form of certified electricians at the journeyman level, with no exception, for installation of the power requirements;
- (d) complete BC 1 Call and will complete additional utility locates prior to any ground disturbances and needed;
- (b) weather proofing;
- (c) height adjustability;
- (d) sound and acoustic performance (sensor based, directed, shortwave WIFI);
- (e) sunlight penetration;
- (f) contrast control;
- (g) viewing and deterioration;
- (h) lumens data ranges; and
- (i) capacity to connect large event speakers.

4.2.2 Permit Requirements

- (a) This projection venue project is not expected to require formal planning approval by Development Permit or Development Variance Permit;
- (b) The Proponent is expected to provide all documentation necessary for building permit application and approval, such as location drawings, installation details and engineering requirements; and
- (c) The Proponent is responsible for all required trade permits.

4.3 Installation

- (a) All Goods and equipment shall be set up as specified in the technical manuals as provided by the Goods and equipment manufacturer to achieve maximum image quality.
- (b) The Proponent shall prepare and submit engineer approved drawings, prior to installation. No modifications may be made (vertical or horizontal) to the façade without prior written approval from the City;
- (c) Installation of the Goods within the designated areas includes all necessary engineering, permits, excavation, materials, material removals, material replacement, electrical supply/connection, and related materials and infrastructure to mount the Goods;
- (d) The Proponent will be responsible to co-ordinate all electrical work related to the installation of the Goods and Services. Installation must be in accordance with all relevant Province of British Columbia electrical regulations and practices in this regard. The Proponent agrees that it shall work with the appropriate power authorities to supply and connect any required electrical power to the Goods. It will be the responsibility of the Proponent to obtain and pay for all electrical permits as needed for the installation;
- (e) The Proponent will work closely with various City departments (e.g., Civic Facilities maintenance department, user groups, and IT Services department) before and during installation. A communication plan is critical to ensuring the right channels and processes are adhered to when working with these departments to ensure that all needs are met;
- (f) Installation costs of any Good shall be the responsibility of the Proponent
- (g) Installation scheduling shall be agreed in advance with the City and coordinated with other activities on site to facilitate existing operations and events as well as ensure a suitable sequence for installation;
- (h) All work of this section should be erected in strict accordance with the permitted drawings under direct supervision by the Proponent;
- (i) All components are to be installed plumb, level and in true alignment;
- (j) The Proponent's trades and installers are to provide complete demonstration and instructions to the City's designated personnel in the proper operation, maintenance, adjustment and cleaning of the Goods prior to handover; and
- (k) Provide manufacturer's trained and experienced personnel for the equipment delivery and installation.

5. INDICATIVE DESIGN DRAWINGS AND SHOP DRAWINGS

- 5.1 The Proponent should arrange for the preparation of all required indicative design drawings and shop drawings and submission of them for City review.

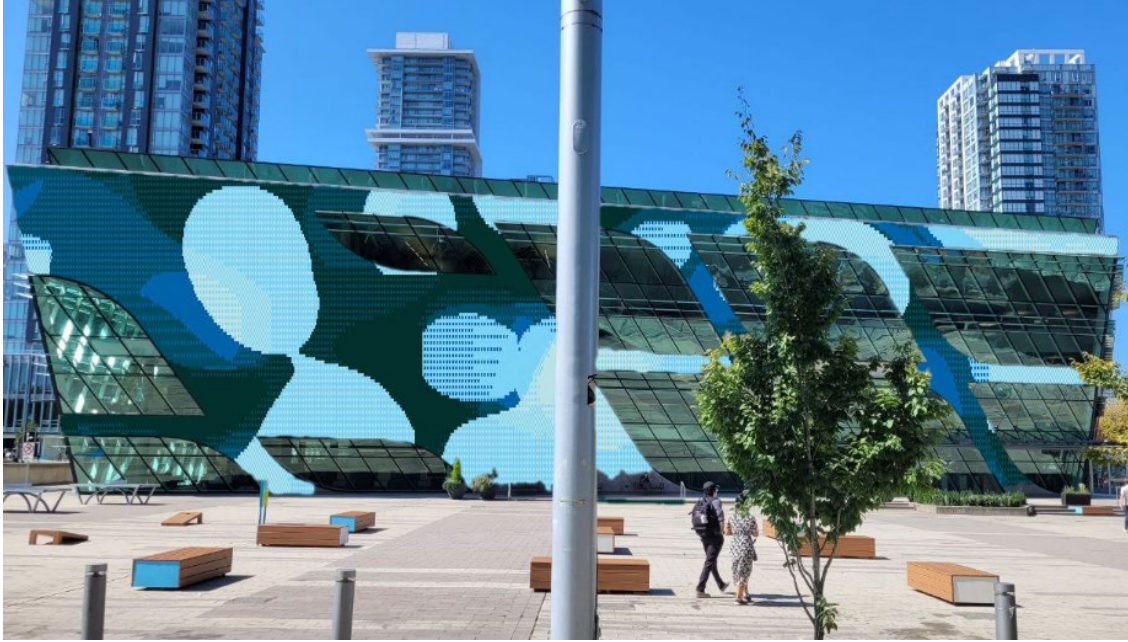
- 5.2 **Indicative design drawings** should provide sufficient information to facilitate City review and with approval allow the Proponent to proceed with the manufacture of the Goods. Indicative design drawings should show adequate details for the proposed display, structural requirements and electrical service, including but not limited to dimensions, structural engineering details, power supply and cable routing.
- 5.3 **Shop drawing(s)** are to be stamped by a registered Professional Engineer(s) and accompanying Letters of Assurance will be needed to ensure field review and compliance to the engineered design.
- 5.4 Whatever the eventual outcome, the Proponent should be sensitive to the architectural design and material detail of the location in order to determine the most suitable location for the proposed Good. It should not pose any public safety issues or impede the functional operations of the facilities including grounds.

6. SITE

- 6.1 The east wall of the library has been pre-selected, along with the existing plaza poles in Surrey Civic Plaza located at 13450 – 104th. Avenue, Surrey, British Columbia:

Site – East Wall of Library





Rendering example from Patcon PA Technology Consultants using still from past UrbanScreen artwork Liquid Landscapes by Nicholas Sassoon, see <https://www.surrey.ca/arts-culture/surrey-art-gallery/exhibitions/nicholas-sassoon-liquid-landscapes>. Artwork is part of Surrey Art Gallery's collection, and would require working with the artist, adapting artwork, and new contract with artist and related fees.

- 6.2 The final design, engineering, site location and placement, maintenance, technology evolution, and safety review will require City approval.
- 6.3 Digital project is to be used to project images on to the east wall of the Surrey City Centre Public Library, as shown in Figures #2 and #3 above.
- 6.4 Goods shall be located on existing lighting poles, protected with outdoor rated housings. In addition to Goods, the existing lighting poles shall be redesigned to carry interactive sensors and loudspeakers.
- 6.5 All signal / low voltage cabling shall be run from the existing lighting poles to an AV rack within the nearby City Hall building. All necessary processing, switching and amplification of the audio-video control signals are to be located in the AV rack.
- 6.6 All power cabling shall be run from the existing lighting poles to the closest available power distribution panel.
- 6.7 The final design, engineering, site location and placement, maintenance, technology evolution, and safety review will require City approval.

7. SITE PREPARATION, UTILITIES AND ELECTRICAL SERVICES

7.1 Site Preparation, Utilities and Electrical Services

- (a) The Proponent agrees that it shall, at its own expense, procure and carry, or cause to be procured, carried and paid for:
 - (i) all required permits and certifications (**e.g., Electrical and Building Permits**). This LED Art-Dedicated Screen with Kiosk project is not expected to require formal planning approval by Development Permit or Development Variance Permit. The Proponent is expected to provide all documentation necessary for building permit application and approval, such as location drawings, installation details and engineering requirements; and
 - (ii) all civil and construction work required for installation;
 - (iii) all necessary power and electrical connections to the Goods and components after obtaining all necessary approvals from the City;
 - (iv) all necessary reinforcement, mounting, or independent structures for attachment;
 - (v) all alterations including removals/replacements, cutting, drilling or coring, attachment or anchorage, and damages are to be suitably repaired and made good. In all cases, proper weatherproofing will also be necessary.
- (b) The Proponent will ensure that any electrical material and equipment used for the installation and maintenance of the Goods and components, as the case may be, will have evidence of the Canadian Standard Association's approval or be specially certified by the Canadian Standard Association.
 - (i) All cables of the Goods shall be neatly dressed and appropriately labelled. Power and other cabling supporting the Goods should be protected from damage.
 - (ii) In case of any damage to any of the Goods or the premises during the delivery and installation of the Goods and Services which is attributed to the Contractor, the Contractor is to take corrective action to mitigate the damage.
- (c) Quality of Workmanship:
 - (i) All equipment shall be installed with all necessary safety precautions to present no safety hazards to the public, operating personnel, or other trades.
 - (ii) Provide properly trained, qualified, professional installation technicians and tradespeople throughout the duration of the work. Observe and obey all building codes applicable, safety rules and regulations, and the general rules of the project as directed.
 - (iii) All Goods and equipment must be adequately ventilated when operating under worst-case power dissipation.
 - (iv) Provide masking and temporary covering to prevent soiling of adjacent surfaces during installation.
 - (v) Comply with manufacturer's recommendations for installation of all equipment.

- (vi) Protect equipment from damage in areas subjected to ongoing construction.
- (vii) Consult with trades doing adjoining work and coordinate with the AV Consultant in order to provide best class workmanship quality.
- (viii) All wiring shall be neatly and logically routed and organized. Exposed wiring shall be neatly bundled and dressed.
- (d) Verification of Existing Conditions and Work By Others:
 - (i) Examine all areas and conditions under which work is to be performed and identify conditions detrimental to proper or timely completion.
 - (ii) Verify conduits are properly sized and backboxes are properly located and sized.
- (e) Equipment, Plate and Panel Labeling:
 - (i) Label all equipment, plates and panels as identified in the shop drawings.
 - (ii) All plates and panels shall be permanently labelled utilizing laser engraving or screened letters, or lamacoid label strips. Hand printed labels or ink label strips are not acceptable.
- (f) Wiring and Labeling Practices:
 - (i) Labeling of wiring for AV systems shall conform to Infocomm F501.01:2015 "Cable Labeling of Audiovisual Systems" standard.
- (g) System Preassembly and Operational Staging:
 - (i) Major components of the AV System shall be pre-built at the Contractor's shop prior to delivery to the project site. Pre-build will include all control programming to provide a functional system.
 - (ii) The City's representatives shall be invited to test the system. During this time, comments may be provided confirming acceptable operation and suggesting possible changes. Any requested changes that are not part of the original design shall be formally identified and priced as extra work.
- (h) Testing and Adjustments:
 - (i) Testing shall conform to ANSI/Infocomm 10:2013 "Audiovisual Systems Performance Verification" standard.
 - (ii) The tests are to be completed using Contractor-supplied test equipment at no additional cost.
 - (iii) The City may elect to perform additional testing during commissioning, with the assistance of the Contractor.
 - (iv) Adjustments (including hardware and software) as directed by the City shall be made by the Contractor at no additional cost.

8. PREFERRED GOODS

- 8.1 The Proponent warrants that the Goods should be:
- (a) new and of recent manufacture, carrying full manufacturers', distributors' and installers' or suppliers' warranties unless otherwise required or permitted under this Agreement;
 - (b) of best commercial grade quality, durable, and easy to use;
 - (c) appropriate brands of various components and ensure interoperability of components of proposed brands;
 - (d) free from defects in design, materials, workmanship, faults and faulty operation, and free from latent defects;
 - (e) conform in all respects to the terms of this Agreement, all applicable laws, Good Industry Practice, and all applicable manufacturers' recommendations;
 - (f) able to provide continued support for installing artworks (from complex to more plug and play for community screenings) and maintenance; and
 - (g) fit and suitable and perform satisfactorily for the purposes and under the conditions made known to the Proponent by the City or which were reasonably inferable.
- 8.2 The Good(s) description may include but not limited to:
- (a) projectors with housings and platforms, and related armatures for interactive, sensory, and sound components, including all hardware, software, computers, monitors and units for uploading and running artworks (from plug and play videos to complex interactive artworks);
 - (b) ensuring ease of operation for artists with simple and robust software, including an operation manual (and ongoing operation quote for installing artworks for seasonal exhibitions and single-event screenings);
 - (c) has the capacity for remote viewing and shutdown;
 - (d) able to provide didactic stations about the venue and artworks;
 - (e) ability for equipment and software to run from 30 minutes after sunset to 11pm/12 midnight September through April, with a minimum of a 5-year lifespan;
 - (f) option to install vinyl on library window to increase viewing area is accepted by stakeholders; and
 - (g) protect screen against – abnormally adverse weather conditions, dust and debris, electrical surges/spikes, theft and vandalism.

9. TRAINING & POST-IMPLEMENTATION SUPPORT

- 9.1 Proponent should provide in-person training sessions.
- 9.2 Proponent should provide post-implementation support in the way in the form of a scheduled maintenance, phone support, onsite support, etc.

10. COMMISSIONING

- 10.1 Upon completion of all tests, equalization, and necessary adjustment(s), the Proponent shall submit to the City:
- (i) Table of contents;

- (ii) A written report presenting test results, including numerical values for all measurements, for review by the City prior to demonstration and acceptance testing;
 - (iii) As-built schematic wiring diagrams of all systems, internal wiring diagrams of any rack cabinet and control panels, parts lists, trouble shooting procedures, preventative maintenance notes, numerical values for all control settings and copies of system performance tests and adjustments;
 - (iv) Building Permit drawings; and
 - (v) All software, including uncompiled programming of all systems.
- 10.2 Upon completion of the review, make any changes. Provide one printed copy and one digital copy (via USB flash drive) to the City.
- 10.3 After submission and approval of the test reports, the Proponent shall schedule testing and commissioning of the Goods and Services with the City.
- 10.4 Commissioning may include repeating any portion of the test(s) of the Goods and Services done for the test reports.
- 10.5 If the Goods and Services is deemed not substantially complete due to deficiencies, the City shall issue a deficiency report. The Proponent is responsible for making any adjustments, corrections or changes necessary to bring the installation into conformance with this specification. The Proponent may be responsible for any consulting and transportation costs incurred during subsequent inspection(s).

11. MANUALS

- 11.1 The Proponent should submit the following types of manuals for the Goods and Services prior to training:
- (a) **Installation Manual** – This manual should describe the installation procedures for all components, subassemblies and assemblies (unless the design report is deemed sufficient);
 - (b) **Operations Manual** – This manual should describe how the Goods are to be operated. The user manual should include control layouts and displays for operating the Goods and Services. The Proponent should update the manual as required to ensure accuracy with feedback from the City;
 - (c) **Maintenance Manual** – This manual should be user-friendly for city staff and exhibiting artists and describe the maintenance procedures for all components, assemblies and subassemblies. The manual should include information on preventative maintenance and repairing the equipment, hardware, software, connections, interfaces, and cabling as applicable;
 - (d) **System Documentation and Integration Manual** – This manual should describe the overall functional description for each system element, and explain how they function together in a complete operational system. It should also

include detailed specifications as prepared by the manufacturer for the products supplied by the Proponent; and

- (e) **Software Manual** – This manual should fully document the system management software including full descriptions of functions, flowcharts, and utilities required to support and configure. Manual should include a projection template for artist development. Manual should describe the operation of the software, including the features of the user interface.

12. SAFETY AND PROTECTION

- 12.1 The place of work must be kept clean and safe during and at completion of Goods and Services. The Proponent shall be responsible for removal of rubbish, debris and waste, created by the Proponent in providing the Goods and performance of the Services.
- 12.2 Remove any such materials from the site at the end of each day. No accumulation of rubbish or debris will be permitted.
- 12.3 No security will be provided or compensation paid by the City for any of the Proponents materials or equipment stolen, lost, damaged or destroyed.
- 12.4 If required, the Proponent should:
 - (a) Ensure that the place of work area is coned/fenced off and secured from the public during the duration of the Services;
 - (b) Make a detour route for the public that is clearly marked and visible; and
 - (c) secure equipment and supplies at the end of each workday.

13. SUBMITTALS

13.1 Submittals

- (a) Submittals include shop drawings, product data sheets and samples;
- (b) All submittals must be reviewed and stamped by registered engineers where applicable for electrical and structural design, including but not limited to electrical and structural) prior to submission. Accompanying Letters of Assurance will be needed to ensure field review and compliance to the engineered design;
- (c) Shop drawings show all information required to build the job to the standards and detail of this document. Drawings and documents include (but are not limited to):
 - (i) Wiring diagrams of all equipment, including cable labeling;
 - (ii) Wiring diagrams of all panels, terminal blocks, patch bays, including cable labeling;
 - (iii) Conduit/cable diagrams showing all conduit and cable provided;
 - (iv) Master functional schematic drawing;
 - (v) Panel layouts and fabrication specifications.

- (vi) All metal work assemblies;
 - (vii) Equipment rack layouts, including AC power distribution;
 - (viii) Projector housing assemblies;
 - (ix) Equipment elevations for wall and ceiling mounted equipment;
 - (x) Test report template; and
 - (xi) Required structural components.
- (d) Submittals shall be provided in digital format (PDF) and physical format (printed sheets).
- (e) Samples of products and finishes may be required as part of the review process. Contractor shall provide necessary samples at no additional cost.

13.2 Proof of Concept:

- (a) As part of the review process, the Proponent shall temporarily assemble the Goods on site to provide proof of concept to City stakeholders.
- (b) The temporary system should be operational for up to three (3) non-consecutive evenings.

13.3 Test Reports:

- (a) Provide test reports for all Goods prior to commissioning.
- (b) Test reports shall be modeled after Infocomm “Audiovisual Systems Performance Verification Guide”.

[END OF PAGE]

SCHEDULE B – DRAFT CONTRACT



PROFESSIONAL SERVICES AGREEMENT

Title: Supply, Delivery And Installation Of UrbanScreen, Surrey Civic Centre

Reference No.: 1220-030-2023-015

1.1 Appendices

The following attached Appendices are a part of this agreement:

- (a) Appendix 1 – Specifications of Goods and Scope of Services;
- (b) Appendix 2 – Fees and Payment;
- (c) Appendix 3 – Time Schedule;
- (d) Appendix 4 – Personnel and Sub-Contractors;
- (e) Appendix 5 – Additional Services;
- (f) Appendix 6 – Prime Contractor Designation – Letter of Understanding; and
- (g) Appendix 7 – Contractor Health & Safety Expectations – Responsibility of Contractors

2. GOODS AND SERVICES

2.1 Goods and Services

The City hereby retains the Contractor to provide the Goods and Services as described generally in Appendix 1, including anything and everything required to be done for the fulfillment and completion of this agreement (the “**Goods and Services**”).

2.2 Amendment of Goods and Services

The City may from time to time, by written notice to the Contractor, make changes to the Goods and Services. The Fees will be increased or decreased by written agreement of the City and the Contractor according to the rates set out in Appendix 2.

2.3 Additional Goods and Services

The Contractor will, if requested in writing by the City, provide additional goods and perform additional services as may be listed in Appendix 5. The terms of this agreement will apply to any additional goods and services, and the fees for additional goods and services, and the time for the Contractor’s performance, will generally correspond to the fees and time of performance as described in Appendices 2 and 3. The Contractor will not provide any additional goods and services in excess of the scope of services requested in writing by the City.

2.4 Standard of Care

The Contractor will provide the Goods and perform the Services with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner providing Goods and performing Services similar to the Goods and 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 provide the Goods and Services.

2.5 Term

The Contractor will provide the Goods and Services for the period commencing on (**START DATE**) and terminating on (**END DATE**) (the “**Term**”).

2.6 Pre-Production Meeting

If and when requested by the City, and at a time and location designated by the City, the Contractor will hold and/or attend a pre-production meeting. During this meeting, the Contractor will present the project team, and discuss any special provisions, the Contractor’s draft project approach and demonstrate an understanding of the Agreement. The Contractor will accept questions and feedback from the City and adjust the project approach and progress schedule accordingly. At this meeting the Contractor will present the Contractor’s draft Production Schedule, the warranty plan, quality assurance plan, preliminary test plan outline, and monthly progress report format. In addition, the Contractor will ensure its authorized representatives for the pre-production meeting will include the Contractor’s applicable sales and engineering personnel. The meeting will be held at during normal business hours, in Surrey, British Columbia at a location, date and time agreed to by the parties.

2.7 Production Schedule

The Contractor shall:

- (a) commence the design, manufacturing and assembly of the Goods promptly following receipt of an order.
- (b) within ten (10) days after the pre-production meeting or receipt of a Requisition, prepare and submit to the City a horizontal bar chart final build schedule, including a critical path method satisfactory to the Department Representative, acting reasonably, indicating the timing (start and completion date of activities noting the first work day of each week) of all major activities of the design, manufacturing and assembly of the Goods, and providing details of the critical events and their inter-relationship to demonstrate the work will be performed in conformance with the Agreement (the “**Production Schedule**”);
- (c) update the Production Schedule to the satisfaction of Department Representative, acting reasonably, on no less than a monthly basis so as to incorporate any time adjustments as permitted under this Agreement or as otherwise agreed to in writing by the City;
- (d) pursue the design, manufacturing and assembly of the Goods diligently to ensure each of the milestone events for the completion of each component of the design, manufacturing and assembly of the Goods as identified in the then current Production Schedule is achieved at or before the time specified in that Production Schedule; and

- (e) if for any reason the design, manufacturing and assembly of the Goods falls behind the schedule as set out in the then current Production Schedule and if, in accordance with this Agreement, the delay does not entitle the Contractor to an extension of time, then the Contractor will, as part of the supply and delivery of the Goods take all such steps as are required to bring the design, manufacturing and assembly of the Goods back into conformity with the then current Production Schedule.

Failure to comply with this Section will be deemed to be a default under this agreement. If in the reasonable opinion of the City, the actual progress of the design, manufacturing and assembly of the Goods does not conform with the then current Production Schedule, then the Contractor shall at its sole expense:

- (f) within ten (10) working days:
 - (i) submit to the City a report satisfactory to the Department Representative, acting reasonably, identifying the reasons for such nonconformity with the then current Production Schedule and outlining the Contractor's plan to address such nonconformity;
 - (ii) submit to the City for review a revised Production Schedule, which shall:
 - (A) be in accordance with Good Industry Practice; and
 - (B) satisfy the requirements of the Agreement.
- (g) immediately upon acceptance by the City of such plan and revised Production Schedule, diligently pursue the plan so as to bring the design, manufacturing and assembly of the Goods into conformity with the revised Production Schedule.

2.8 Warranty of Goods

The Contractor warrants that the Goods supplied by the Contractor 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. 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.

Goods supplied by the City and installed by the Contractor that require Services during a product warranty period shall be serviced by the Contractor at the City's expense.

If any Goods are installed by the Contractor, and subsequently recalled by the manufacturer of the Goods, Service costs associated with the replacement of the recalled Goods will be at the Contractor's expense. The Contractor shall notify the City if a recall notice is issued by a Goods manufacturer.

Damage to Goods caused by a third party (i.e., motor vehicle collision) shall not be covered by any Goods warranty, and the Contractor will not be held responsible for any associated damage repair costs.

2.9 Software Upgrades and Enhancements

The Consultant shall supply:

- (a) at no additional cost update versions of the software to operate on upgraded versions of operating systems, upgraded versions of firmware, or upgraded versions of web browsers;
- (b) at no additional cost interface software that are developed by the Contractor for interfacing the Services to other software products; and
- (c) at no additional cost, updated versions of the Services, that encompass improvements, extensions, maintenance updates, error corrections, or other changes that are logical improvements or extensions of the original Services supplied to the City.

The Contractor shall maintain any and all Third Party software products at their most current version and at no additional charge. However, the Contractor shall not maintain any Third Party software versions, including one version back, if any such version would prevent the City from using any functions, in whole or in part, or would cause deficiencies in the system. If implementation of an upgrade to a Third Party software product requires additional personnel, the City and the Contractor shall discuss whether to implement such an upgrade and, if mutually agreed upon in writing, any additional charges to be paid by the City for such upgrade. Any additional costs that are charged by a Third Party software manufacturer for an upgrade to a Third Party software product that is not covered by such product's maintenance agreement shall be charged to and paid for by the Contractor.

2.10 Enhancements

The Contractor shall provide the City with all enhancements and associated documentation that are provided as general releases of the software, in whole or in part, as part of the Services. Such Documentation shall be adequate to inform the City of the problems resolved including any significant differences resulting from the release which are known by the Contractor. The Contractor warrants that each such enhancement general release shall be tested and perform according to the specifications. The Contractor agrees to correct corrupted City Data that may

result from any system deficiency introduced by the enhancement at no cost to the City. enhancements to correct any deficiency shall be provided to the City at no additional cost and without the need for a change order.

3. PERSONNEL

3.1 Qualified Personnel

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

3.2 Listed Personnel and Sub-Contractors

The Contractor will provide the Goods and Services using the professional personnel and sub-contractors as may be listed in Appendix 4 and identified by the Contractor, and the Contractor will not remove any such listed personnel or sub-contractors from the Goods and Services without the prior written approval of the City.

3.3 Replacement of Personnel or Sub-Contractors

If the City reasonably objects to the performance, qualifications, experience or suitability of any of the Contractor's personnel or sub-contractors then the Contractor will, on written request from the City, replace such personnel or sub-contractors.

3.4 Sub-Contractors and Assignment

Except as provided for in Section 3.2, 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.

3.5 Agreements with Sub-Contractors

The Contractor will preserve and protect the rights of the City with respect to any Services performed under sub-contract and incorporate the terms and conditions of this agreement into all sub-contracts as necessary to preserve the rights of the City under this agreement. The Contractor will be as fully responsible to the City for acts and omissions of sub-contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

4. LIMITED AUTHORITY

4.1 Agent of City

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.

4.2 Independent Contractor

The Contractor is an independent contractor. This agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City will not control or direct the details, means or process by which the Contractor performs the Goods and Services. The Contractor will determine the number of days and hours of work required to properly and completely perform the Goods and Services. The Contractor is primarily responsible for performance of the Goods and Services and may not delegate or assign any Goods or Services to any other person except as provided for in Section 3.4. The Contractor will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-contractors.

5. FEES

5.1 Fees

The City will pay to the Contractor the fees as set out in Appendix 2 (the "Fees"). 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 Payment

Subject to any contrary provisions set out in this Agreement:

- (a) the Contractor will submit an invoice (the "**Invoice**") to the City requesting payment of the portion of the Fees relating to the Goods and Services provided. Each Invoice should be sent **electronically** to: surreyinvoices@surrey.ca and include the following information:
 - (1) an invoice number;
 - (2) the Contractor's name, address and telephone number;
 - (3) the City's reference number for the Goods and Services; P.O. # **(to be advised)**
 - (4) taxes (if any);
 - (5) grand total of the Invoice;
- (b) if the City reasonably determines that any portion of an Invoice is not payable then the City will so advise the Contractor;
- (c) 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 as such time as the Contractor provides its final report to the City;

- (d) if the Contractor offers the City a cash discount for early payment, then the City may, at the City's sole discretion, pay the discounted portion of an Invoice; and
- (e) all Invoices shall be stated in, and all payments made in, Canadian dollars.

5.3 Records

The Contractor will prepare and maintain proper records related to the delivery of the Goods and Services. On request from the City, the Contractor will make the records available open to audit examination by the City at any time during regular business hours during the time the Contractor is providing the Goods and Services and for a period of six years after the Goods are delivered and the Services are complete.

5.4 Incidental Goods Supply

Goods provided to aid or assist in maintenance tasks and/or installation of new or replacement parts shall be considered incidental, and shall not be paid for separately by the City under Appendix 2.

5.5 Non-Residents

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.

6. CITY RESPONSIBILITIES

6.1 City Information

The City will, in co-operation with the Contractor, make efforts to make available to the Contractor information, surveys, reports and records which the City has in its possession that relate to the delivery of 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.

6.2 City Decisions

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.

6.3 Notice of Defect

If the City observes or otherwise becomes aware of any fault or defect in the delivery of the 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 provision of the Services.

7. INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION

- 7.1 Contractor shall indemnify, defend and hold City harmless from any and all actions, proceedings, or claims of any type brought against City alleging that the Services and/or documentation or City's use of the Services and/or documentation constitutes a misappropriation or infringement upon any patent, copyright, trademark, or other proprietary right or violates any trade secret or other contractual right of any Third Party. Contractor agrees to defend against, and hold City harmless from, any claims and to pay all litigation costs, all reasonable attorneys' fees, settlement payments and all judgments, damages, costs or expenses awarded or resulting from any claim. City shall, after receiving notice of a claim, advise Contractor of it. City's failure to give Contractor timely notification of said claim shall not effect Contractor's indemnification obligation unless such failure materially prejudices Contractor's ability to defend the claim. City reserves the right to employ separate counsel and participate in the defense of any claim at its own expense.
- 7.2 If the Services and/or documentation, or any part thereof, is the subject of any claim for infringement of any patent, copyright, trademark, or other proprietary right or violates any trade secret or other contractual right of any Third Party, or if it is adjudicated by a court of competent jurisdiction that the Services and/or documentation, or any part thereof, infringes any patent, copyright, trademark, or other proprietary right or violates any trade secret or other contractual right of any Third Party, and City's use of the Services and/or documentation, or any part of it, is enjoined or interfered with in any manner, Contractor shall, at its sole expense and within thirty (30) calendar days of such injunction or interference, either: (a) procure for City the right to continue using the Services and/or documentation free of any liability for infringement or violation; (b) modify the Services and/or documentation, or parts thereof, with non-infringing Services and/or Documentation of equivalent or better functionality that is reasonably satisfactory to City; or (c) replace the Services and/or documentation, or parts thereof, with non-infringing Services and/or documentation of equivalent or better functionality that is reasonably satisfactory to City.
- 7.3 Contractor shall have no obligation to indemnify City for a claim if: (a) City uses the Services in a manner contrary to the provisions of this Agreement and such misuse is the cause of the infringement or misappropriation; or (b) City's use of the Services in combination with any product or system not authorized, approved or recommended by Contractor and such combination is the cause of the infringement or misappropriation.

7.4 No limitation of liability set forth elsewhere in this agreement is applicable to the Intellectual Property Infringement Indemnification set forth herein.

8. INSURANCE AND DAMAGES

8.1 Indemnity

The Contractor will 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 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.

8.2 Survival of Indemnity

The indemnity described in this Contract 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.

8.3 Contractor's Insurance Policies

The Contractor will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this agreement the following insurances in forms and amounts acceptable to the 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) professional errors and omissions insurance in an amount not less two million (\$2,000,000) dollars insuring all professionals providing the Services from liability resulting from errors or omissions in the performance of the Services, with a 12-month maintenance period, and

- (c) 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.

8.4 Insurance Requirements

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.

8.5 Contractor Responsibilities

The Contractor acknowledges that any requirements 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.

8.6 Additional Insurance

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.

8.7 Waiver of Subrogation

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

9. TERMINATION

9.1 By the City

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.

9.2 Termination for Cause

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.

If the City terminates this Contract as provided by this Section, 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.

9.3 Curing Defaults

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.

10. APPLICABLE LAWS, POLICIES, BUILDING CODES AND BY-LAWS

10.1 Applicable Laws and City Policies

This agreement will 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 be brought in such courts.

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

10.2 Codes and By-Laws

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

10.3 Interpretation of Codes

The Contractor will, as a qualified and experienced professional, interpret applicable codes, laws and regulations applicable to the performance of the Goods and 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.

11. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

11.1 No Disclosure

Except as provided for by law or otherwise by this agreement, the Contractor will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of the performance of the Goods and 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 Freedom of Information and Protection of Privacy Act

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 Return of Property

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. USE OF WORK PRODUCT

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.

13. WORKERS' COMPENSATION BOARD AND OCCUPATIONAL HEALTH AND SAFETY

- 13.1 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.
- 13.2 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.
- 13.3 The Contractor agrees that it is the prime contractor for the Services as defined in the *Workers Compensation Act, R.S.B.C. 2019, c.1*. The Contractor will have a safety program in place that meets the requirements of the Workers' Compensation Board Occupational Health and Safety Regulation and the *Workers Compensation Act*. As prime contractor, the Contractor will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the Services. That person will be the person so identified in this agreement, and the Contractor will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.

Refer to Appendix 6 – Prime Contractor Designation – Letter of Understanding for additional information.

The Prime Contractor Designation – Letter of Understanding, attached as Appendix 6 to this Agreement, forms a part of and is incorporated into this Agreement.

- 13.4 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.

- 13.5 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.

Refer to Appendix 7 – Contractor Health & Safety Expectations – Responsibility of Contractors for additional information.

The Contractor Health & Safety Expectations – Responsibility of Contractors, attached as Appendix 7 to this Agreement, forms a part of and is incorporated into this Agreement.

- 13.6 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.
- 13.7 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.

14. BUSINESS LICENSE

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

15. DISPUTE RESOLUTION

15.1 Dispute Resolution Procedures

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 15.

(a) 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.

(b) 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.

(c) 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.

16. JURISDICTION AND COUNCIL NON-APPROPRIATION

- 16.1 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.
- 16.2 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.

17. GENERAL

17.1 Entire Agreement

This agreement, including the Appendices and any other documents expressly referred to in this agreement as being a part of this agreement, contains the entire agreement of the parties regarding the provision of the 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 provision of the Goods and Services.

17.2 Amendment

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

17.3 Contractor Terms Rejected

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.

17.4 Survival of Obligations

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

17.5 Cumulative Remedies

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

17.6 Notices

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 provided for, and will be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by facsimile, on transmission, or if by mail, five calendar days after posting. The addresses for delivery will be as follows:

(a) The City:

City of Surrey, Surrey City Hall
<□□insert department/division/section name>
13450 – 104 Avenue, Surrey, B.C., Canada V3T 1V8

Attention: <□□insert contact name>
<□□insert title>

Fax No.: <□□insert>
Email: <□□insert>

(b) The Contractor:

<□□insert name and address>

Attention: <□□insert contact name>

<□□insert title>

Business Fax No.: <□□insert>

Business Email: <□□insert>

17.7 Unenforceability

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

17.8 Headings

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

17.9 Singular, Plural and Gender

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

17.10 Waiver

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

17.11 Signature

This agreement may be executed in 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 or PDF email transmission.

17.12 Enurement

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

This agreement is executed by the City of Surrey this _____ day of _____, 2023

CITY OF SURREY

I/We have the authority to bind the City.

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

This agreement is executed by the Contractor this _____ day of _____, 2023

[INSERT 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)

Appendices 1 through 5 will be inserted later when a final agreement is assembled for and will include details from the RFP and the successful Proposal.

APPENDIX 1 – SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES

APPENDIX 2 – FEES AND PAYMENT

APPENDIX 3 – TIME SCHEDULE

APPENDIX 4 – PERSONNEL AND SUB-CONTRACTORS

APPENDIX 5 – ADDITIONAL SERVICES

**APPENDIX 6
PRIME CONTRACTOR DESIGNATION - LETTER OF UNDERSTANDING**

As per the requirements of the *Workers' Compensation Act*, R.S.B.C. 2019, Chapter 1, Part 2, Division 4, Section 24 and 25 which states:

Coordination of multiple-employer workplaces

24 *In this section:*

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

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

- (1) The prime contractor of a multiple-employer workplace must
 - (a) ensure that the activities of employers, workers and other persons at the workplace relating to occupational health and safety are coordinated, and
 - (b) do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with this Part and the regulation in respect to the workplace.

- (2) Each employer of workers at a multiple-employer workplace must give to the prime contractor the name of the person the employer has designated to supervise the employer’s workers at that workplace.

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

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

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

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

The Contractor acknowledges having read and understood the information above.

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

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

Project File No.: 1220-030-2023-015

Project Title and Site Location: Supply, Delivery And Installation Of UrbanScreen , Surrey Civic Centre

Prime Contractor Name: _____

Prime Contractor Address: _____

Business Telephone/Business Fax Numbers: Phone: _____ Fax: _____

Name of Person in Charge of Project: _____

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

Phone: _____

Prime Contractor Signature: _____ Date: _____

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

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

APPENDIX 7 CONTRACTOR HEALTH & SAFETY EXPECTATIONS - RESPONSIBILITY OF CONTRACTORS

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

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

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

PERSONNEL

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

SAFETY MANAGEMENT SYSTEM

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

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

WORK AREAS –City Facilities

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

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

SAFETY ATTITUDE

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

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

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



All Employees & Contractors:

It is everyone responsibility to:

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

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

A common sense approach usually resolves the issue.

GENERAL RULES

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

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

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

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

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

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

Authorized Signature: _____

Name: _____
(Please Print)

Date: _____

SCHEDULE C – FORM OF PROPOSAL

RFP Project Title: Supply, Delivery And Installation Of UrbanScreen, Surrey Civic Centre

RFP Reference No.: 1220-030-2023-015

Legal Name of Proponent: _____

Contact Person and Title: _____

Business Address: _____

Business Telephone: _____

Business Fax: _____

Business E-Mail Address: _____

TO:

City of Surrey

City Representative: Sunny Kaila, Procurement Manager

Email for PDF Files: purchasing@surrey.ca

Dear Sir:

1.0 I/We, the undersigned duly authorized representative of the Proponent, having received and carefully reviewed all of the Proposal documents, including the RFP and any issued addenda, and having full knowledge of the Goods and Services required and of the Site, and having fully informed ourselves as to the intent, difficulties, facilities and local conditions attendant to providing the Goods and performing the Services, submit this Proposal in response to the RFP.

2.0 I/We confirm that the following schedules are attached to and form a part of this Proposal:

Schedule C-1 – Statement of Departures;
Schedule C-2 – Proponent’s Experience, Reputation and Resources;
Schedule C-3 – Proponent’s Technical Proposal (Goods and Services);
Schedule C-4 – Proponent’s Technical Proposal (Time Schedule); and
Schedule C-5 – Proponent’s Financial Proposal.

3.0 I/We confirm that this proposal is accurate and true to best of my/our knowledge.

4.0 I/We confirm that, if I/we am/are awarded the agreement, I/we will at all times be the “prime contractor” as provided by the *Worker’s Compensation Act* (British Columbia) with respect to the Goods and Services. I/we further confirm that if I/we become aware that

another contractor at the place(s) of the Goods and Services has been designated as the “prime contractor”, I/we will notify the City immediately, and I/we will indemnify and hold the City harmless against any claims, demands, losses, damages, costs, liabilities or expenses suffered by the City in connection with any failure to so notify the City.

This Proposal is submitted by this _____ day of _____, 2023.

I/We have the authority to bind the Proponent.

(Legal Name of Proponent)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

SCHEDULE C-1 - STATEMENT OF DEPARTURES

1. I/We have reviewed the proposed Contract attached to the RFP as Schedule “B”. 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)

2. The City of Surrey requires that the successful Proponent have the following in place **before commencing the Services**:

- (a) Workers' Compensation Board coverage in good standing and further, if an “Owner Operator” is involved, personal operator protection (P.O.P.) will be provided, Workers' Compensation Registration Number _____;
- (b) Prime Contractor qualified coordinator is Name: _____ and Contact Number: _____;
- (c) Insurance coverage for the amounts required in the proposed agreement as a minimum, naming the City as additional insured and generally in compliance with the City's sample insurance certificate form available on the City's Website at www.surrey.ca search [Standard Certificate of Insurance](#);
- (d) City of Surrey or Intermunicipal business license Number: _____;
- (e) If the Proponent's Goods and Services are subject to GST, the Proponent's GST Number is _____; and
- (f) If the Proponent 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 Proposal, we advise that we have the ability to meet all of the above requirements **except as follows** (list, if any):

Section	Requested Departure(s) / Alternative(s)

3. I/We offer the following alternates to improve the Services described in the RFP (list, if any):

Section

Requested Departure(s) / Alternative(s)

4. The Proponent acknowledges that the departures it has requested in Sections 1, 2 and 3 of this Schedule C-1 will not form part of the agreement unless and until the City agrees to them in writing by initialling or otherwise specifically consenting in writing to be bound by any of them.

SCHEDULE C-2 - PROPONENT'S EXPERIENCE, REPUTATION AND RESOURCES

Proponents should provide information on the following (use the spaces provided and/or attach additional pages, if necessary):

- (i) Location of primary business, branch locations, background, stability, structure of the Proponent and number of years business has been operational;
- (ii) Proponent's relevant experience and qualifications in delivering Goods and Services similar to those required by the RFP;
- (iii) Proponent's demonstrated ability to provide the Goods and perform the Services;
- (iv) Proponent's equipment servicing resources, capability and capacity, as relevant;
- (v) Proponent's references (name and telephone number). The City's preference is to have a minimum of three references;
- (vi) Proponent should identify the project manager responsible for performing the duties and obligations as defined in this RFP;
- (vii) Proponents should provide information on the background and experience of all key personnel and team members proposed to undertake the Goods and Services (use the spaces provided and/or attach additional pages, if necessary):

Key Personnel

Name: _____
Dates: _____
Years of Experience: : _____
Project Name:: _____
Responsibility: _____

Name: _____
Dates: _____
Project Name: _____
Contract Value: _____
Responsibility: _____

(viii) Proponents should provide the following information on the background and experience of all sub-contractors proposed to undertake a portion of the Goods and Services; and

DESCRIPTION OF SERVICES	SUB-CONTRACTORS NAME	YEARS OF WORKING WITH PROPONENT	TELEPHONE NUMBER AND EMAIL

(ix) Any other information the Proponent feels is relevant to this RFP.

SCHEDULE C-3 - PROPONENT'S TECHNICAL PROPOSAL (GOODS AND SERVICES)

Proponents should provide the following (use the spaces provided and/or attach additional pages, if necessary):

- (i) a narrative that illustrates an understanding of the City's requirements and Services;
- (ii) a description of the general approach and methodology that the Proponent would take in performing the Services including specifications and requirements;
- (iii) a narrative that illustrates how the Proponent will complete the scope of Services, manage the Goods and Services, and accomplish required objectives within the City's schedule;
- (iv) a description of the standards to be met by the Proponent in providing the Services;
- (v) A detailed proposal describing materials types and installation methods to be utilized during the project, as well as, project administrative strategies;
- (vi) A description of previous experience on related projects. Describe experience with work plan development, material procurement, project implementation, and project administration activities;
- (vii) What technical and engineering support could the Proponent provide to the City? Please include the location where these services will be provided and how the City's needs will be addressed at critical times. Please include the breadth and depth of this support;
- (viii) describe your customer service approach, including issues management, reporting, etc.);
- (ix) Describe the proposed training the Proponent would provide the City staff on maintaining hardware and software, updating sign content, using online dashboard, etc., at no additional cost to the City; and
- (x) Describe the Proponent's warranty policy including what is covered under this policy. How long the warranty period lasts and how the proponent will resolve issues that will arise during this warranty period.

[END OF PAGE]

SCHEDULE C-5 - PROPONENT'S FINANCIAL PROPOSAL

Indicate the Proponent's proposed fee (excluding GST), (use the spaces provided and/or attach additional pages, if necessary) as follows (as applicable).

1. A fixed fee proposal that clearly indicates the costs associated with completing the requirements as outlined in this RFP.
2. A fee proposal that clearly indicates the on going costs associated maintenance, installation/removal of exhibits, managing short-term events, etc.
3. The City prefers that Financial Proposals be itemized with separation of Goods and Services be broken down.
4. Federal goods and services tax ("**GST**") to be shown as a separate line item and;
5. Provide hourly rates of key personnel that will be directly involved in each task of the service component of the Proposal, (these hourly rates will be used should there be approved additions to the scope of the work). The hourly rates must include all costs, direct and indirect. The hourly rates must include all personnel costs, office expenses, equipment and supplies, training, subcontractors, overhead and any costs associated with the provision of the Goods and the performance of the Services and operation of the business.

Additional Expenses:

The proposed Contract attached as Schedule "B" to the RFP provides that expenses are to be included within the fee, other than the expenses listed in the Contract as disbursements. Details of disbursements are to be shown in the chart above. Please include any expenses that would be payable in addition to the proposed fee and proposed disbursements set out above:

Payment Terms:

A cash discount of _____% will be allowed if account is paid within _____ days, or the _____ day of the month following, or net 30 days, on a best effort basis.