



REQUEST FOR QUOTATIONS

Title: MOBILE FROZEN FOOD VENDING

Reference No.: 1220-040-2016-006

FOR THE SUPPLY OF GOODS AND/OR SERVICES

(General Services)

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REQUEST FOR QUOTATIONS

1. INTRODUCTION

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

2. ADDRESS FOR DELIVERY

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

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

(a) Email

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

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

(b) Hard Copy

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

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

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

3. DATE

The City would prefer to receive Quotations on or before **February 19, 2016**. The City's office hours are 8:30 a.m. to 4:00 p.m., Monday to Friday, except statutory holidays.

4. INQUIRIES

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

Name: Richard D. Oppelt, Purchasing Manager
E-mail: purchasing@surrey.ca
Reference: 1220-040-2016-006

5. ADDENDA

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

6. NO CONTRACT

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

7. ACCEPTANCE

A Quotation will be an offer to the City which the City may accept at any time by signing the copy of the Quotation and delivering it to the Contractor. A Quotation is not accepted by the City unless and until both the authorized signatory and the purchasing representative have signed on behalf of the City. Delivery of the signed Quotation by the City may be by fax or pdf email.

8. CONTRACTOR'S EXPENSES

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

9. CONTRACTOR'S QUALIFICATIONS

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

10. CONFLICT OF INTEREST

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

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

Contractors and their agents will not contact any member of the City Council, City staff or City consultants with respect to this RFQ, other than the contact person named in Section 4, at any time prior to the award of a contract or the cancellation of this RFQ.

12. CONFIDENTIALITY

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

13. SIGNATURE

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

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

ATTACHMENT 1



DRAFT REVENUE AGREEMENT

Title: **MOBILE FROZEN FOOD VENDING**

Reference No.: 1220-040-2016-006

FOR THE SUPPLY OF GOODS AND/OR SERVICES

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MOBILE FROZEN FOOD VENDING AGREEMENT

THIS AGREEMENT is dated for reference this _____ day of _____, 2016.

AGREEMENT No.: 1220-030-2015-038

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

AND: _____
(Insert Full Legal Name of Contractor)
(the "Contractor")

WHEREAS the City wishes to engage the Contractor to provide Services in connection with
mobile frozen food vending services

NOW THEREFORE this Agreement witnesses that in consideration of payment of One (\$1.00) Dollar and other good and valuable consideration paid by each of the parties to each other (the receipt and sufficiency of which each party hereby acknowledges), the parties hereby covenant and agree with each other as follows:

1.0 DEFINITIONS

- 1.1 For purposes of this Agreement, the following terms shall have the meanings set forth below:
- (a) "**Agreement**" means the executed agreement between the City and the Contractor on the terms and conditions set out in this document;
 - (b) "**City Annual Revenue Share**" means in any given Fiscal Year, the greater of the Percentage of Gross Revenues and the Guaranteed Minimum Annual Revenue;
 - (c) "**Department**" means the City's Parks, Recreation & Culture Department, located at , 13450 104th Avenue, Surrey, British Columbia V3T 1V8;
 - (d) "**Department Representative**" means Sukhi Bahia, Park Operations Coordinator, who shall represent all City departments for the purposes of this Agreement, or, such other person who may subsequently be appointed in writing by the Department Representative and notified to the Contractor;
 - (e) "**Event of Default**" references Article 6.1(c);
 - (f) "**Fiscal Year**" means a period of twelve (12) consecutive calendar months starting on January 1st and ending on December 31st during the Term except that:
 - (1) the first Fiscal Year begins on the first day of the Term and ends on December 31st of the Term occurs, and may be a period of less than 12 consecutive calendar months; and

- (2) the last Fiscal Year begins on January 1st or the year during which the last day of Term occurs and ends on the last day of the Term, and may be a period less than 12 consecutive calendar months; “Initial Term” means the term as specified in Section 5.0;
- (g) **“Gross Revenues”** means in any given Fiscal Year, the sum of all amounts billed by the Contractor and/or due to the Contractor(s), or paid to the Contractor(s), in cash, credit or property of any kind or nature arising from or attributable to, directly or indirectly, or in any way derived from the mobile frozen food vending whether or not such amounts are actually collected. This includes any revenues that would have otherwise been credited to the City that are reasonably allocable to the City. Where the Contractor(s) does not bill a particular customer (including itself or an affiliate, partner or joint venturer of the Contractor(s)) for mobile frozen food vending provided by the Contractor(s), then imputed as billings included within the Gross Revenue will be an amount equal to the billings that would have been billed by the Contractor(s) to a like customer for the provision of Services being provided to the customer not being billed, but not including mobile frozen food vending and related services provided to the customer not being billed, but not including Services provided to the City without charge as part of this Agreement. Gross Revenue is to be calculated prior to deducting any fees, commissions, licensing expenses, operating expenses payable by the Contractor(s);
- (h) **“Guaranteed Minimum Annual Revenue”** means, in any given Fiscal Year the minimum guaranteed amount which is payable and will be paid by the Contractor to the City without deduction or set-off as specified in Section 8.1 of the Agreement;
- (i) **“Term”** means the term as specified in Section 5.0; and
- (j) **“Services”** has the meaning set out Appendices one (1) to five (5).

2.0 INTERPRETATIONS

- (a) “Authorized”, “directed”, “required”, “requested”, “approved”, “ordered”, “sanctioned”, and “satisfactory” shall, unless some other meaning is obvious from the context, respectively mean authorized, directed, required, requested, approved, ordered or sanctioned by, or satisfactory to, the City;
- (b) “Determination” shall mean the written documentation of a decision of the Department Representative including findings of fact to support a decision. A Determination becomes part of the procurement file to which it pertains;
- (c) the Headings and Subheadings inserted in this Agreement are designed for convenience only and do not form a part of this Agreement nor are they intended to interpret, define, or limit the scope, extent, or intent of this Agreement or any provision thereof;
- (d) the word “including”, when following any general statement, term or matter, shall not be construed to limit such general statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as “without limitation” or “but not limited to” or words of similar import) is used with reference thereto but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter;

- (e) any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, as amended and in force from time to time, and to any statute or regulation that may be passed which has the effect of supplement or superseding the same;
- (f) no approval, authorization, sanction or permission required to be provided hereunder shall be unreasonably or arbitrarily withheld or delayed by the party providing same; and
- (g) words importing the masculine gender include the feminine or neuter gender and words in the singular include the plural, and vice versa and words importing individuals shall include firms and corporations, and vice versa.

3.0 REPRESENTATIONS OF CONTRACTOR

3.1 The Contractor covenants, represents and warrants to the City that:

- (a) the Contractor is a corporation, duly organized, validly existing and legally entitled to carry on business in British Columbia and is in good standing with respect to filings of annual reports according to the records of the Registrar of Companies of British Columbia;
- (b) the Contractor has the power and capacity to enter into this Agreement and to comply with every term and condition of this Agreement;
- (c) all necessary proceedings have been taken to authorize the Contractor to enter into this Agreement and to execute and deliver this Agreement;
- (d) this Agreement has been properly executed by the Contractor and is enforceable against the Contractor in accordance with its terms;
- (e) any statement, representation or information, whether oral or written, made furnished or given by the Contractor, its directors, officers or anyone acting on behalf of the Contractor, to the City in connection with this Agreement is materially correct and accurate;
- (f) the Contractor has no knowledge of any fact that materially adversely affects or, so far as it can be foreseen, might materially adversely affect either its financial condition or its ability to fulfill its obligations under this Agreement;
- (g) the observance and performance of the terms and conditions of this Agreement will not constitute a breach by it or a default by it under any statute, regulation or bylaw of Canada or of the Province of British Columbia applicable to or binding on, its constating documents, or any contract or agreement to which it is a party;
- (h) the Contractor is neither a party to nor threatened with any litigation and has no knowledge of any claims against it that would materially adversely affect its financial condition or its ability to fulfill its obligations under this Agreement;
- (i) the Contractor has filed all tax, corporate information and other returns required to be filed by the laws of British Columbia and Canada, and has complied with all Workers' Compensation legislation and other similar legislation to which it is subject and has paid all taxes, fees and assessments due by the Contractor under those laws as of the reference date of this Agreement;
- (j) the Contractor holds all permits, licenses, consents and authorities issued by any level of government, or any agency of any level of government, that are required by law to conduct its business;

- (k) the Contractor's investigation has been based on its own examination, knowledge, information and judgment and not upon any statement, representation or information made or given by or on behalf of the City;
- (l) the Contractor accepts the risks assigned within this Agreement identified as being borne by the Contractor;
- (m) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved sub-contractual agreements in place and available to enable it to fully perform the work;
- (n) the Contractor pays punctually as they become due, all accounts, expenses, wages, salaries, taxes, rates, fees and assessments required to be paid by it on any of its undertakings;
- (o) the Contractor has investigated and satisfied itself of every condition affecting the work including labour, equipment and material to be provided; but not limited to, the standards, responsibilities, task schedules and subsequent written instructions if any, all as prepared by the City;
- (p) the Contractor acknowledges that it has the responsibility for informing itself of all aspects of the work and all information necessary to perform the work;
- (q) the Contractor will comply with all the requirements of the Agreement and will perform all work and supply all labour, equipment and materials necessary to do so;
- (r) the Contractor is an independent the Contractor and not the servant, employee, partner, or agent of the City;
- (s) the Contractor will not, in any manner whatsoever, commit or purport to commit the City to the payment of any money to any person;
- (t) no partnership, joint venture, or agency involving the City is created by this Agreement or under this Agreement;
- (u) the City may, from time to time, give such instructions to the Contractor as the City considers necessary in connection with provision of the work, which instructions the Contractor will comply with, but the Contractor will not be subject to the control of City with respect to the manner in which such instructions are carried out;
- (v) all employees and sub-contractors employed by the Contractor to provide the work are at all times the employees and sub-contractors of the Contractor and not of the City. The Contractor is solely responsible for arranging all matters arising out of the relationship of employer and employee;
- (w) the Contractor has independently reviewed all labour relations issues related to the performance of the Contractor's obligations under this Agreement; and
- (x) The Contractor acknowledges that the following attached Appendices are a part of this Agreement:
 - Appendix 1 – Scope of Services
 - Appendix 2 – Fees and Payment
 - Appendix 3 – Time Schedule
 - Appendix 4 – Key Personnel and Sub-Contractors
 - Appendix 5 – Additional Services

4.0 GENERAL OBLIGATIONS OF CONTRACTOR

4.1 Contractor shall:

- (a) perform and contract in its own name and for its sole account for all things necessary or desirable for the proper and efficient provision of the Services during the Term;
- (b) use its best endeavours to provide the Services to the City in a timely manner and in accordance with the terms of the Agreement;
- (c) ensure that all its employees engaged in this Agreement are suitably qualified and experienced, and act to the best of their skills and ability and in accordance with accepted Services standards for persons having those qualifications and experience;
- (d) follow all instructions of the Department Representative, in respect of the performance by Contractor of its obligations under this Agreement and cooperate fully with the various departments and act in good faith towards the City;
- (e) comply with all laws; and
- (f) only use the Facilities provided by the City for the purposes of this Agreement.

5.0 TERM

5.1 The City agrees to engage, and does hereby engage, Contractor for the period commencing April 15, 2016 to October 31, 2016 (“Initial Term”).

5.2 The City may at any time prior to 30 days before the end of the Term, by written notice to the Contractor, extend the Term for a period of time not to exceed four (4) additional twelve (12) month renewal periods. If the City elects to extend the Term, the provisions of this Agreement will remain in force, including the Fees, except where amended in writing by the parties. The additional one (1) year annual renewals shall be contingent upon the City’s satisfaction with the Services performed.

6.0 TERMINATION - CITY

6.1 This Agreement will terminate:

- (a) at the expiration of the Term, unless extended by mutual agreement; or
- (b) If at any time there occurs an Event of Default (defined below), the City may give written notice (“Notice of Complaint”) to Contractor specifying in reasonable detail the Event of Default. If Contractor shall fail to perform or observe any covenant, condition or agreement to be performed or observed herein and such Event of Default continues unremedied for a period of thirty (30) days after receiving the Notice of Complaint thereof from the City, then the City may, at its option, terminate this Agreement forthwith without prejudice to any other rights it may have in law or equity. If this Agreement is terminated by the City, Contractor shall be entitled to an immediate pro-rata refund of all unearned monies paid in advance to the City, as determined by mutual agreement.
- (c) For the purposes hereof, “Event of Default” shall mean any one or more of the following:

- i. if Contractor fails to observe, perform and keep each and every one of the covenants, agreements, provisions, stipulations and conditions to be observed, performed and kept by Contractor in this Agreement, or any agreement entered into pursuant to any such agreements;
 - ii. if Contractor is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency;
 - iii. if Contractor has made an assignment of the Agreement without the required consent of the City; and
 - iv. if Contractor fails to provide the Services as required under the terms of this Agreement.
- (d) The City may conduct inspections, audits, and assessments of Contractor's performance to verify that all duties, financial records, responsibilities and obligations of Contractor are being performed in accordance with the provisions of this Agreement and to the quality standards set out in this Agreement.

7.0 DISPUTE RESOLUTION

7.1 Contractor will continue performance of the Agreement during all disputes with the City. The timely performance of Services must not be delayed or postponed pending resolution of any disputes, except as Contractor and the City may otherwise agree in writing.

7.2 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 following dispute resolution procedures:

- (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 seven (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.

8.0 FINANCIAL ARRANGEMENT AND REVENUE SHARING

8.1 Compensation to the City

During the Term, the Contractor will pay to the City the City Annual Revenue Share, on the following terms:

- (a) The Contractor agrees to pay to the City a fee for each year, whichever is the greater of:
 - (i) a Guaranteed Minimum Revenue of \$_____ plus GST; or
 - (ii) _____% of the Gross Revenue plus GST from all Services, mobile frozen food vending and any other related Services.
- (b) 50% payment of the Guaranteed Minimum Revenue amount of \$_____ plus GST by cheque shall be made no later than April 15th of each year. The payment of the remaining 50% Guaranteed Minimum Revenue amount of \$_____ plus GST by cheque shall be made no later than August 12th of each year.
- (c) If the Percentage of Gross Revenues exceeds the Guaranteed Minimum Revenue for any Year, then the Contractor will pay to the City the difference between the Guaranteed Minimum Revenue and the Percentage of Gross Revenue for each Year during the Term of this Agreement by November 15th of each year;
- (d) GST will apply to this Agreement as required by the *Excise Tax Act*;
- (e) the City reserves the right to conduct an independent audit and review at its own expense of the Contractor's books and records following the payment of the Percentage of Gross Revenues in respect of any Fiscal Year during the Term to confirm and verify the amount of Percentage of Gross Revenues payable to the City for any given Fiscal Year. At the sole discretion of the City, the Contractor will provide to the City, an annual audited statement by a chartered professional accountant verifying the Gross Revenues for any given Fiscal Year. In this regard and to facilitate such audit and review by the City, the Contractor will keep proper books, accounts and records of all advertising commissions paid, all revenues received, owed and/or refunded in connection with this Agreement and in connection with the determination of Gross Revenues in particular, and all invoices, receipts and vouchers relating thereto. The City may exercise its audit right only once per Fiscal Year. Such right may be exercised by the City within ninety (90) days of Contractor's delivery of the City's Annual Revenue Share and upon reasonable notice to the Contractor. Notwithstanding the foregoing, if the City's audit in respect of any Fiscal Year confirms that the Contractor is legally obligated to pay, in respect of such period, an amount which is equal to or exceeds three (3) percent of the amount actually paid in respect of such period, then all costs of that audit will be paid by the Contractor upon the written notice of the City; and
- (f) Losses incurred from the operation of the Services due to theft, fire, vandalism, damage, and for any other reason whatsoever, will be absorbed by the Contractor and shall not be factors in the determination of Gross Revenues, Percentage of Gross Revenues or computation of the

City's commissions. All monies located in the Contractor's vehicles and/or equipment shall at all times remain the sole property of the Contractor. The City agrees that the Contractor shall be solely responsible for collecting the monies the mobile frozen food vending generates.

8.2 Payment

- 8.2.1 All payments due to the City will be presented to the City's Parks, Recreation & Culture Department, Administration, 6651 - 148 Street, Surrey, British Columbia V3S 3C7. All payments shall be itemized to the specific Facility.
- 8.2.2 The City requires product costs to remain firm for a period of not less than three (3) years and thereafter the prices shall be subject to increase during the Term once per Year of the Term by a percentage which shall not be greater than the percentage increase in the Consumer Price Index (All items) for Vancouver, British Columbia as published by Statistics Canada ("CPI") or any successor government agency for the Calendar Year immediately preceding the applicable January 1st of each Calendar Year. If such percentage is not available, the Contractor will estimate and adjust when such percentage is available.

8.3 Records and Reporting

- 8.3.1 The Contractor agrees to maintain, at its expense, accurate and true records of all sales and revenue collected from the mobile frozen food vending in accordance with industry accepted accounting practices and such records shall be available to the City for inspection for a period of not less than three (3) years following the end of each Year of the Term. The Department Representative shall have the right to authorize City employees to examine these records aforesaid on reasonable notice during regular business hours. The City agrees to keep confidential all information obtained under this Agreement.

8.4 Audit

- 8.4.1 Upon the City's request and at least ten (10) business days prior written notice to Contractor, Contractor shall provide the City with copies of all pertinent revenue and sales records relating to the mobile frozen food vending for the period covered by any statement issued by Contractor as above set forth.

9.0 INDEPENDENT CONTRACTOR

- 9.1 Nothing in this Agreement shall be construed as to constitute a partnership between the City and Contractor. The duties to be performed and the obligations assumed by Contractor under this Agreement shall be performed and assumed by it as an independent Contractor and not an agent or in any other way a representative of the City. In no circumstances shall Contractor have any authority to represent or contract on behalf of or otherwise bind the City.
- 9.2 Contractor is and shall at all times during the performance of this Agreement be an independent Contractor, and at no time shall Contractor be considered an agent, servant, or partner of the City; and all persons employed by Contractor to perform its obligations

under the Agreement shall be its employees or servants and not the employees, servant, or agents of the City.

10.0 LIAISON

10.1 Each party shall maintain liaison with the other party in accordance with their respective obligations under this Agreement. In particular:

- a) Contractor shall appoint a representative ("Contractor's Representative") who shall have the duty of instituting and maintaining liaison with the City as to the requirements of this Agreement, plus an alternative representative to so act in the absence or inability to act of Contractor's Representative; and
- b) The City shall appoint a representative ("Department Representative") who shall have the duty of instituting and maintaining liaison with Contractor as to the requirements of this Agreement, plus an alternative representative to so act in the absence or inability to act of the Department Representative.

10.2 Each party's representative shall have the full power and authority to act on behalf of and to bind such party in all administrative issues and to carry out such party's obligations hereunder and each party's representative may be relied upon by the other party as the official representative of such party. Meetings between the Contractor Representative and the Department Representative may be held by telephone with the consent of all parties participating in such meetings. Each party may change their respective representative or alternative representative by written notice to the other.

11.0 GOVERNING LAW

11.1 This agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, which shall be deemed to be the proper law hereof. The courts of British Columbia shall have jurisdiction (but not exclusive jurisdiction) to entertain and determine all disputes and claims, whether for specific performance, injunction, declaration or otherwise arising out of or in any way connected with the construction, breach, or alleged, threatened or anticipated breach of this Agreement and shall have jurisdiction to hear and determine all questions as to the validity, existence or enforceability hereof. For the purposes of any legal actions or proceedings brought by the City in respect of this Agreement, the Contractor hereby irrevocably submits and attorns to the jurisdiction of the courts of British Columbia and acknowledges their competence and the convenience and propriety of the venue and agrees to be bound by any judgment thereof and not to seek, and hereby waives, any review of its merits by the courts of any jurisdiction.

11.2 Notwithstanding any provisions herein, the Contractor shall in the performance of the Agreement comply with provisions of The Employment Standards Act and Regulations of British Columbia and City of Surrey Policies and By-laws and Parks, Recreation and Culture Policies and By-laws and any amendment thereto and without limiting the generality of the foregoing, the Contractor shall pay all of the Contractor's employees as required by the Act and the regulations then in force.

12.0 WAIVER

12.1 Waiver – City

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

12.1.2 No action or want of action on the part of the City at any time to exercise any rights or remedies conferred upon it under the Agreement shall be deemed to be a waiver on the part of the City of any of its said rights or remedies.

12.2 Waiver – Contractor

12.2.1 Any failure of Contractor at any time or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of this Agreement, shall not constitute a waiver of such terms or conditions and shall not affect or impair any terms or conditions in any way or the right of the Contractor at any time to avail itself of such remedies as it may have for any breach of such terms or conditions.

12.2.2 No action or want of action on the part of the Contractor at any time to exercise any rights or remedies conferred upon it under the Agreement shall be deemed to be a waiver on the part of the Contractor of any of its said rights or remedies.

13.0 SUBCONTRACTORS

13.1 Contractor shall not sub-contract the whole of the work nor shall any part of the work be sub-contracted without the prior written consent of the Department's Representative, which consent may not be arbitrarily withheld in the City Representative's sole discretion.

13.2 The sub-contracting of any of its duties, obligations or responsibilities of Contractor under this Agreement shall not relieve of the responsibility for the proper commencement, execution or completion of the duties, obligations or responsibilities as set out herein and Contractor shall be fully responsible for the acts, omissions and debts of its sub-contractors.

14.0 AMENDMENTS

14.1 No amendment to this Agreement shall be binding on either party hereto unless such amendment is in writing and executed by both parties with the same formality as this Agreement is executed.

15.0 SURVIVAL OF COVENANTS

15.1 All obligations of each of the parties which expressly or by their nature survive termination or expiration or assignment of this Agreement including, without limitation, the indemnities in section 20.0 shall continue in full force and effect subsequent to and notwithstanding

such termination or expiration or assignment and until they are satisfied or by their nature expire.

16.0 CONFIDENTIALITY OF INFORMATION

16.1 No Disclosure

16.1.1 Except as provided for by law or otherwise by this agreement, the Contractor will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of the performance of the Services and this agreement, and will not, without the prior express written consent of the 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 Services.

16.2 Freedom of Information and Protection of Privacy Act

16.2.1 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.

16.3 Return of Property

16.3.1 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.

17.0 NON ASSIGNABILITY

17.1 This Agreement may not be assigned by Contractor without the prior written consent of the City. For the purpose of this Agreement, a change in the corporate control of Contractor, shall be deemed to be an assignment requiring the consent of the City pursuant to the terms hereof.

18.0 JOINT AND SEVERAL

18.1 If this Agreement is executed by more than one person, firm or Corporation, it is understood and agreed that all persons, firms or Corporations executing this Agreement are jointly and severally liable under and bound by this Agreement.

19.0 FORCE MAJEURE

19.1 Except for defaults of sub-contractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disasters, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by Contractor arises out of a default of its sub-contractor, and if such default arose out of causes beyond the control of both Contractor and sub-contractor, and without the fault or negligence of either of them, Contractor shall not be liable for damages of such delay or failure, unless the products or services to be furnished by the sub-

contractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule, (where provided).

20.0 INSURANCE & INDEMNITY

20.1 Indemnity

20.1.1 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.

20.2 Survival of Indemnity

20.2.1 The indemnity described in section 20.1 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.

20.3 Contractor's Insurance Policies

20.3.1 The Contractor will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this agreement the following insurances in forms and amounts acceptable to the City from insurers licensed to conduct business in Canada:

- (a) commercial general liability insurance on an occurrence basis, in an amount not less than five million (\$5,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Contractor, its employees and agents. The insurance will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and operators liability, broad form products and completed operations, owners and Contractors protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability, broad form loss of use, personal injury, and incidental medical malpractice. The City will be added as additional insured;
- (b) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than three million (\$3,000,000) dollars per occurrence for bodily injury, death and damage to property; and
- (c) Contractor's equipment insurance covering machinery and equipment used by the Contractor for performance of the Contract in such adequate forms and amounts as will enable prompt replacement and repair of the equipment.

20.4 Insurance Requirements

20.4.1 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.

20.5 Contractor Responsibilities

20.5.1 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.

20.6 Additional Insurance

20.6.1 Subject to any specific agreements the City and the Contractor may have reached with respect to insurance, as may be set out in other provisions of this agreement, the Contractor will, as part of the Services, cooperate with the City to obtain additional insurance covering the Services if the City in its discretion determines that additional insurance is required. The City may pay the cost of the premiums for any additional insurance.

20.6.2 The Contractor acknowledges that any requirements of 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.

20.6.3 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.

20.7 Waiver of Subrogation

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

21.0 WORKERS' COMPENSATION BOARD AND OCCUPATIONAL HEALTH AND SAFETY

21.1 The Contractor will, at its own expense, procure and carry full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in the supply of the Goods and Services. 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.

21.2 The Contractor will provide the City with the Contractor's Workers' Compensation Board registration number and a letter from the Worker's Compensation Board confirming that the Contractor is registered in good standing with the Workers' Compensation Board.

21.3 The Contractor agrees that it is the prime contractor for the Services for the purposes of the *Workers Compensation Act*. The Contractor will have a safety program in place that meets the requirements of the Workers' Compensation Board Occupational Health and Safety Regulation and the *Workers Compensation Act*. As prime Contractor, the Contractor will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the Services. The qualified coordinator is:

Name: _____

Contact No. _____

The Contractor will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.

21.4 Without limiting the generality of any other indemnities granted by the Contractor in this agreement, the Contractor will indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgments, 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.

21.5 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 Compensation Act* and Regulations pursuant thereto.

21.6 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 for ascertaining or discovering, through inspections or review of the operations of the Contractor or otherwise, any deficiency or immediate hazard.

22.0 AUDIT

22.1 At its option, the City may cause at any reasonable time upon forty eight (48) hours prior written notice to Contractor, a complete audit to be made of Contractor's business affairs and records relating to the Services by an accountant acceptable to the City for the period covered by any statement issued by Contractor as above set forth. If such audit shall disclose a liability for commission payable Contractor shall promptly pay the City. The City would be responsible to cover the auditors expenses.

23.0 CONFLICT OF INTEREST

23.1 A council member or any employee of the City shall not have a direct or indirect interest in a Company or own a Company which is the successful Contractor.

23.2 The Contractor shall disclose to the City prior to accepting the Agreement, any potential conflict of interest. If such a conflict of interest does exist, the City may, at its sole discretion, withhold the Agreement from the Contractor until the matter is suitably resolved. And further, that if during the conduct of the Agreement, the Contractor is retained by another client giving cause to a potential conflict of interest, then the Contractor shall so inform the City. If a significant conflict of interest is deemed by the City to exist, then the Contractor shall refuse the Agreement or shall take such steps as are necessary to remove the conflict of interest.

23.3 Contractor shall disclose to the City Representative, prior to awarding of the Agreement, any actual, potential or apparent conflict of interest. If such a conflict of interest does exist, the City may, at its discretion, withhold the Agreement from the Contractor until the matter is resolved to the satisfaction of the City.

23.4 Contractor will upon request, provide all pertinent information regarding ownership of their company. This information to be supplied within forty-eight (48) hours after request.

24.0 NON-LIABILITY OF CITY OFFICIALS

24.1 Under no circumstances shall any officer, employee, or agent of the City of Surrey acting within the course and scope of his/her City responsibility be personally liable to the Contractor, or any party claim through or on behalf of the Contractor, with regards to the Agreement, including but not limited to its negotiation, execution, performance, or termination.

25.0 BUSINESS LICENCE

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

26.0 CONTRACTOR PERFORMANCE REVIEW

26.1 Contractor's performance will be evaluated by the City no less than annually on the following criteria:

- (a) Overall financial performance as compared to the previous year's performance adjusted for participation variations. Actual figures compared to revenue projections will be compared to analyze variances;
- (b) Volume of customer complaints; and
- (c) Participation levels and growth.

27.0 BUSINESS REVIEW & PLANNING

- 27.1 Contractor agrees to conduct quarterly business review meetings with Parks, Recreation & Culture Department Representatives.
- 27.2 Meetings would evaluate promotions, participation levels, service and future opportunities, develop overall strategic sales and volume building programs.

28.0 SERVICE OF NOTICES

- 28.1 All notices and other communications required or permitted to be given hereunder shall be in writing and may be given by (i) facsimile transmission, if the matter is urgent or immediate; (ii) personally delivered; or (iii) transmitted by prepaid registered mail, to the party to whom such notice or communications is being given at the following address or fax number:

To the City Representative:

Sukhi Bahia, Park Operations Coordinator
Parks Section, Parks Recreation & Culture Department
6651 - 148 Street, Surrey, British Columbia V3S 3C7
Telephone No.: (604) 501-5046
E-mail: SSBahia@surrey.ca

To the Contractor Representative:

Attention:
Contractor

Telephone No.:
Fax No.:
E-mail:

- 28.2 Except as otherwise specified herein, all notices and other communications shall be deemed to have been duly given (i) on the date of receipt if delivered personally, (ii) five (5) days after posting if transmitted by mail, or (iii) on the date of transmission if transmitted by fax (provided the sending machine gives confirmation that all pages have been transmitted to the fax number of the receiver without error), whichever shall be first.

29.0 ENUREMENT

29.1 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

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

CITY OF SURREY

I/We have the authority to bind the City.

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

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 AN AGREEMENT IS ASSEMBLED FOR EXECUTION INCLUDING INFORMATION FROM THE RFP AND SUCCESSFUL PROPOSAL.)

APPENDIX 1 – SCOPE OF SERVICES

APPENDIX 2 – FEES AND PAYMENT

APPENDIX 3 – TIME SCHEDULE

APPENDIX 4 – PERSONNEL AND SUB-CONSULTANTS

APPENDIX 5 – ADDITIONAL SERVICES

SCHEDULE A

SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES

1. PURPOSE

- 1.1 The City invites Quotations from experienced and qualified Contractors for the provision of everything required including all skilled labour, tools, materials, equipment for a Contractor to provide mobile vending of ice cream and other frozen food products in specific City parks. The sites have been grouped into two separate geographical areas. The location, timing, product range and method of delivery are to be within the scope of this RFQ, and will be incorporated into the final Agreement and any other requirements.

2. SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES

- 2.1 Services to be performed by the Contractor should include but are not limited to the following:
- (a) Mobile vending of ice cream and other frozen food products must be in a clean environment;
 - (b) Mechanical freezer utilizing electricity or dry ice to maintain ice cream in frozen state is provided and in good repair;
 - (c) If shelving is provided, it must be easily cleanable and non-absorbent;
 - (d) Adherence to the Food Premises Regulations as defined by the Fraser Valley Health Authority;
 - (e) Must provide a garbage container and must pickup all garbage and debris located within 25 meters of the vehicle, which results from the Contractor's operation;
 - (f) Every vehicle used by the Contractor must be kept in good repair;
 - (g) Operation in the parks identified and only on the days and during the times indicated;
 - (h) The amplified sound system in the Contractor's vehicle must be shut off when the vehicle is within park boundaries;
 - (i) No advertising will be permitted within the park or on the park perimeter (i.e. sandwich boards). All advertising material must be attached at all times to the vehicle or cart;
 - (j) All vehicles and carts must remain on the parking areas and roadways open to the general public. Vehicles and carts are not to park on pathways or developed park space where traffic will cause damage or to be placed to otherwise interfere with the movement of park patrons;
 - (k) No member of the general public will be permitted inside the Contractor's vehicle and all frozen food products must be served to customers while they stand at the exterior of the vehicle;
 - (l) The Contractor will not permit or allow any person other than a driver licensed under the Motor Vehicle Act, R.S.B.C. 1996, C. 318 and employed by the Contractor to operate any vehicle;
 - (m) All Contractor vehicles must have proof of inspection from the By-law Enforcement and Licensing Section of the City of Surrey; and
 - (n) The Contractor must hold a valid Surrey Business License.

- 2.2 Only nationally known and accepted frozen food products are to be used in the mobile vending operation. The initial products to be sold must be approved by the City's Parks Recreation & Culture Department. During the term of the Agreement, products vended may be changed with mutual agreement of the Contractor and the City's Parks Recreation & Culture Department.
- 2.3 A motorized vehicle may carry all Contractor proposed products; however, a pedal bike or pushcart typically carries an inventory of eight (8) to ten (10) of the most popular products.
- 2.4 Every operator, driver and/or frozen food Contractor must submit a criminal record search to the City before signing the Agreement, as well as one for every employee or sub-contractor who will be selling product under the Agreement. No substitutions of employees will be permitted without submission of a criminal record check and approval of the City's Manager of Parks Recreation & Culture Department.

3. SPECIAL & SPORTING EVENTS IN PARKS

- 3.1 The Agreement does not guarantee exclusive exposure at special and sporting events. Event organizers can contract their vendor of choice and be used at a special event after approval from the City and guarantee of regulation compliance. However, the Contractor is not excluded from also operating at these same parks at the same time.

4. CITY PARKS

4.1 The City parks where mobile vending will be permitted have been grouped geographically. The following table indicates the hours vending will be permitted and which type of delivery vehicle will be allowed.

| Group "A" | Group "B" |
|--|--|
| <p style="text-align: center;">PEDAL CART &/or VAN <u>(9:00 a.m. - 1/2 hour before dusk)</u></p> <p>Bear Creek Park (88 Ave & KG Blvd.) North Surrey Comm. Park (96 Ave & 160 St.) Hazelnut Meadows Park (6881 - 142 St.) Joe Brown Park (53 Ave & 125 A St.) Kennedy Park (9058 - 120 A St.) City Hall (14245 - 56 Avenue) Guildford Heights Park (10310 - 154 St.) Tamanawis Park (12601 - 64 Avenue) Tom Binnie Park (10665 City Parkway) Unwin Park - pool & spray park area (13313 – 68 Ave.) Fleetwood Park - picnic & spray park area (15802 – 80 Ave.) Newton Athletic Park (12755 – 74 Avenue)</p> <p style="text-align: center;">PEDAL CART &/or VAN <u>(Mon - Fri. 9:00 am - 4:00 pm ONLY)</u></p> <p>Whalley Athletic Park (10665 - 134 St.) Royal Kwantlen Park (13035 - 104 Avenue) Hjorth Road Park (104 Ave & 148 St.) Holly Park (107 Ave & 148 St.) Moffat Park (9438 - 122 St.) Fleetwood Park (80 Ave & 160 St.) Unwin Park (68 Ave & 133 St.) Sullivan Park (6300 - 152 St.)</p> <p style="text-align: center;">VAN ONLY <u>(9:00 a.m. - 1/2 hour before dusk)</u></p> <p>Hawthorne Park (144 St. & 105 Ave) Green Timbers Park (14601 - 96 Avenue) Brownsville Bar (11931 Old Yale Rd.)</p> <p style="text-align: center;">PEDAL CART ONLY <u>(9:00 a.m. - 1/2 hour before dusk)</u></p> <p>Boundary Park (6058 - Boundary Dr. West)</p> | <p style="text-align: center;">PEDAL CART &/or VAN <u>(9:00 a.m. - 1/2 hour before dusk)</u></p> <p>Crescent Park (28 Ave & 128 St.) Elgin Heritage Park (13723 - Crescent Rd) Dogwood Park (13485 – 20 Ave.) Bakerview Park (18 Ave & 154 St.) South Surrey Athl. Park (20 Ave & 148 St.) Mud Bay Park (13030 - 48 Ave.) Hillcrest Park (6530 - 185 Street) Goldstone Park (5812 - 146 St) Erma Stephenson Park (15924 - 110 Ave) Blackie Spit (3124 - McBride Avenue)</p> <p style="text-align: center;">PEDAL CART &/or VAN <u>(Mon - Fri. 9:00 am - 4:00 pm ONLY)</u></p> <p>Cloverdale Athletic Park (64 Ave & 168 St.) Cloverdale Ball Park (61A Ave & 173 St.) Sunnyside Park (26 Ave & 154 St.)</p> <p style="text-align: center;">VAN ONLY <u>(9:00 a.m. - 1/2 hour before dusk)</u></p> <p>Port Kells Park (88 Ave & 193 St.) Greenaway Park (60 Ave & 179 St.) Redwood Park (20 Ave & 180 St.) Cloverdale Youth Park (17848 - 64 Ave.) Clayton Park (70 Ave & 185 St.)</p> <p style="text-align: center;">PEDAL CART ONLY <u>(9:00 a.m. - 1/2 hour before dusk)</u></p> <p>Southmere Village Park (1701 - Martin Dr.) Greenaway Park (17905 – 60th Ave.)</p> |



SCHEDULE B - QUOTATION

RFQ Title: **MOBILE FROZEN FOOD VENDING**

RFQ No: 1220-040-2016-006

CONTRACTOR

Legal Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

CITY OF SURREY

City Representative: Richard D. Oppelt, Purchasing Manager

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

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

1. If this Quotation is accepted by the City, a contract will be created as described in:
 - (a) the Agreement;
 - (b) the RFQ; and
 - (c) other terms, if any, that are agreed to by the parties in writing.

2. Capitalized terms used and not defined in this Quotation will have the meanings given to them in the Agreement and RFQ. Except as specifically modified by this Quotation, all terms, conditions, representations, warranties and covenants as set out in the Agreement and RFQ will remain in full force and effect.

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

Section

Requested Departure(s) / Alternative(s)

4. The City requires that the successful Contractor have the following in place **before providing the Goods and/or Services**:

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

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

Requested Departure(s) / Alternative(s)

5. The Contractor acknowledges that the departures it has requested in Sections 3 and 4 of this Quotation will not form part of the Agreement unless and until the City agrees to them in writing by initialing or otherwise specifically consenting in writing to be bound by any of them.

SECTION B-1

Changes and Additions to Specifications:

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

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

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

SECTION B-2

Fees and Payments

8. The Contractor offers to supply to the City of Surrey the Goods and/or Services for the lump sum payments for the grouped Parks in (Group A and Group B) plus applicable taxes as follows:

(a) City Annual Revenue Share

(1) Guaranteed Minimum Annual Revenue is \$_____.
(Refer to Section 8.1 (a) (i) of this Agreement.)

(2) Percentage of Gross Revenue is _____ %.
(Refer to Section 8.1 (a) (ii) of this Agreement.)

Once the Guaranteed Minimum Annual Revenue has been attained in commissions the Contractor will begin to pay to the City the Percentage of Gross Revenue.

(b) Alternate Pricing

In addition to the above financial offer, the Contractor may submit alternative financial proposals, however the information requested above should be supplied and will be used for proposal evaluation purposes.

SECTION B-4

Key Personnel & Sub-Contractors:

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

Key Personnel

Name: _____
Experience: _____
Dates: _____
Project Name: _____
Responsibility: _____

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

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

SECTION B-5

Experience and References:

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

13. Contractor's demonstrated ability to provide the Services:

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

This Quotation is offered by the Contractor this _____ day of _____, 2016.

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)