



## **REQUEST FOR QUOTATIONS**

**Title:** Supply & Delivery of Cisco Hardware, Software and Services

**Reference No.:** 1220-040-2018-062

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

(General Services)

## TABLE OF CONTENTS

1. INTRODUCTION.....	3
2. NATURE OF A STANDING OFFER AGREEMENT.....	3
3. ADDRESS FOR DELIVERY.....	3
4. DATE .....	4
5. INQUIRIES.....	4
6. ADDENDA .....	4
7. NO CONTRACT .....	4
8. ACCEPTANCE.....	5
9. CONTRACTOR'S EXPENSES.....	5
10. CONTRACTOR'S QUALIFICATIONS .....	5
11. CONFLICT OF INTEREST.....	5
11. SOLICITATION OF COUNCIL MEMBERS, CITY STAFF AND CITY CONSULTANTS.....	5
13. CONFIDENTIALITY .....	5
14. SIGNATURE .....	6
15. BRAND NAMES.....	6
16. MULTIPLE CONTRACTORS .....	6
ATTACHMENT 1 – DRAFT QUOTATION AGREEMENT .....	8
SCHEDULE A – SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES .....	24
SCHEDULE B – QUOTATION .....	31

## REQUEST FOR QUOTATIONS

### 1. INTRODUCTION

The City of Surrey (the "City") invites contractors to provide a quotation on the form attached as Schedule B-1 and B-2 to Attachment 1 (the "Quotation") for the supply of the goods (if any) and services described in Schedule A to Attachment 1 (the "Goods and Services"). The description of the Goods and Services sets out the minimum requirements of the City. A person that submits a Quotation (the "Contractor") should prepare a Quotation that meets the minimum requirements, and may as it may choose, in addition, also include goods, services or terms that exceed the minimum requirements.

### 2. NATURE OF A STANDING OFFER AGREEMENT

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

### 3. ADDRESS FOR DELIVERY

A Quotation should be labelled with the Contractor's name, RFQ title and number. A Quotation should be submitted in the form attached to this RFQ as Schedule B – Form of 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 which must be delivered to the City by email at: [purchasing@surrey.ca](mailto: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 (1) 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 5<sup>th</sup> Floor West  
13450 – 104<sup>th</sup> Avenue,  
Surrey, B.C., V3T1V8, Canada

**4. DATE**

The City would prefer to receive Quotations on or before **June 28, 2018**. The City's office hours are 8:30 a.m. to 4:00 p.m., Monday to Friday, except statutory holidays.

**5. INQUIRIES**

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

Name: Richard D. Oppelt, Purchasing Manager  
E-mail: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)  
Reference: 1220-040-2018-062

**6. ADDENDA**

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

**7. NO CONTRACT**

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

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

## **8. ACCEPTANCE**

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

## **9. CONTRACTOR'S EXPENSES**

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

## **10. CONTRACTOR'S QUALIFICATIONS**

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

## **11. CONFLICT OF INTEREST**

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

## **12. SOLICITATION OF COUNCIL MEMBERS, CITY STAFF AND CITY CONSULTANTS**

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

## **13. CONFIDENTIALITY**

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

#### 14. SIGNATURE

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

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

#### 15. BRAND NAMES

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

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

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

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

#### 16. MULTIPLE CONTRACTORS

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

up the Goods and Services, the City will do so reasonably having regard for the RFQ and the basis of Quotations.

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

**ATTACHMENT 1**



**DRAFT QUOTATION AGREEMENT**

**Title:** Supply & Delivery of Cisco Hardware, Software and Services

**Reference No.:** 1220-040-2018-062

**FOR THE SUPPLY OF GOODS AND SERVICES**



## TABLE OF CONTENTS

### DRAFT QUOTATION AGREEMENT – GOODS AND SERVICES

1.	DEFINITIONS AND INTERPRETATION .....
2.	NATURE OF THE STANDING OFFER AGREEMENT .....
3.	GOODS AND SERVICES .....
4.	TERM .....
5.	TIME .....
6.	FEES .....
7.	PAYMENT .....
8.	USE OF WORK PRODUCT .....
9.	PERSONNEL AND SUBCONTRACTORS .....
10.	LIMITED AUTHORITY .....
11.	CONFIDENTIALITY AND DISCLOSURE OF INFORMATION .....
12.	WARRANTIES .....
13.	INSURANCE AND DAMAGES .....
14.	CITY RESPONSIBILITIES .....
15.	DEFICIENCIES .....
16.	DEFAULT AND TERMINATION .....
17.	CURING DEFAULTS .....
18.	DISPUTE RESOLUTION .....
19.	WCB AND OCCUPATIONAL HEALTH AND SAFETY .....
20.	BUSINESS LICENSE .....
21.	GENERAL PROVISIONS FOR GOODS .....
22.	COMPLIANCE .....
23.	JURISDICTION OF COUNCIL AND NON-APPROPRIATION .....
24.	WAIVER .....
25.	APPLICABLE LAW .....
26.	NOTICES .....
27.	MERGER AND SURVIVAL .....
28.	ENTIRE AGREEMENT .....
29.	SIGNATURE .....
30.	ENUREMENT .....
	SCHEDULE A – SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES .....
	SCHEDULE B – QUOTATION .....

## DRAFT QUOTATION AGREEMENT – GOODS AND SERVICES

Reference RFQ Title: Supply & Delivery of Cisco Hardware, Software and Services

**THIS AGREEMENT** dated for reference this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

AGREEMENT No.: 1220-040-2018-062

### BETWEEN:

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

### AND:

\_\_\_\_\_  
(*Insert Full Legal Name and Address of Contractor*)

(the "**Contractor**")

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

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

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 In these General Terms and Conditions:

- (a) "Agreement" means this agreement and all schedules attached hereto;
- (b) "City" means the City of Surrey;
- (c) "Contractor" means a contractor whose Quotation has been accepted by the City and who is providing the Goods and Services under this Agreement;
- (d) "Fees" means the price set out in Schedule B to Attachment 1, for the provision of the Goods and Services, unless otherwise agreed by the parties in writing, and includes all taxes;
- (e) "Goods" means the equipment or materials (if any) as described generally in Schedule A, to Attachment 1, including anything and everything required to be done for the fulfilment and completion of this Agreement;
- (f) "Indemnitees" has the meaning described in Section 11.2;
- (g) "RFQ" means the Request for Quotations;
- (h) "Services" means the services as described generally in Schedule A, to Attachment 1 including anything and everything required to be done for the fulfilment and completion of this Agreement; and
- (i) "Term" has the meaning described in Section 3.1.

- 1.2 This Agreement may be modified only by express and specific written agreement. In the event of a conflict between the provisions of any documents listed below, then the documents shall govern and take precedence in the following order:
- (a) this Agreement;
  - (b) Addenda (if any);
  - (c) the RFQ; and
  - (d) other terms, if any, that are agreed to by the parties in writing.

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

Schedule A – Specifications of Goods & Scope of Services; and  
Schedule B – Quotation.

## **2. NATURE OF THE STANDING OFFER AGREEMENT**

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

## **3. GOODS AND SERVICES**

- 3.1 The Contractor covenants and agrees with the City to provide the Goods and Services in accordance with this Agreement. The Goods and Services provided will meet the specifications and scope set out in Schedule A, to Attachment 1, and as described in Schedule B, to Attachment 1.
- 3.2 The City may from time to time, by written notice to the Contractor, make changes in the specifications of Goods and scope of Services. The Fees will be increased or decreased by written agreement of the City and the Contractor according to the rates set out in Schedule B, to Attachment 1.
- 3.3 The Contractor will, if required in writing by the City, provide additional goods or services. The terms of this Agreement will apply to any additional goods or services, and the fees for additional goods or services will generally correspond to the fees as described in Schedule B, to Attachment 1. The Contractor will not provide any additional goods or services in excess of the specification of Goods and scope of Services requested in writing by the City.
- 3.4 The Contractor will perform the Services with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner performing services similar

to the Services, and on the understanding that the City is relying on the Contractor's experience and expertise. The Contractor represents that it has the expertise, qualifications, resources, and relevant experience to supply the Goods and Services.

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

#### **4. TERM**

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

#### **5. TIME**

- 5.1 Time is of the essence.

#### **6. FEES**

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

#### **7. PAYMENT**

- 7.1 Subject to any contrary provisions set out in Schedule B, to Attachment 1, the Contractor will submit a **monthly** invoice to the City requesting payment of the portion of the Fees relating to the Goods and Services provided in the **previous month**. Invoices should include the Contractor's name, address and telephone number, the City's purchase order number **<insert purchase order or contract reference number>**, the Contractor's invoice number, the names, charge-out rates and number of hours worked in the **previous month** of all employees of the Contractor that have performed Services during the **previous month**; the percentage of Services completed and Goods delivered at the end of the previous month; the total budget for the Goods and Services and the amount of the budget expended to the date of the invoice; taxes (if any); and grand total of the invoice.

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

Invoices will be submitted by the Contractor by mail to:

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

## **8. USE OF WORK PRODUCT**

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

## **9. PERSONNEL AND SUBCONTRACTORS**

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

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

## **10. LIMITED AUTHORITY**

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

## **11. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION**

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

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

## **12. WARRANTIES**

12.1 The Contractor warrants that the Goods shall be free from defects in design, materials, workmanship and title, shall conform in all respects to the terms of this Agreement, shall be fit and suitable and perform satisfactorily for the purposes and under the conditions made known to the Contractor by the City or which were reasonably inferable. The Goods shall be at least equal to the higher of national standards or codes (such as, by way of illustration, CSA or ASTM), or standards and codes customarily applicable at the place where the City will use the Goods. The Goods shall be of the best quality, if no quality is specified. This general warranty is independent of and without prejudice to any specific warranty or service guarantee offered by the Contractor or third party manufacturer or supplier of the Goods in connection with the purpose for which the Goods were purchased. The Contractor shall assign to the City any warranty or service guarantee offered by a third party manufacturer or supplier of the Goods. Notwithstanding this assignment, if at any time up to one year from the date of delivery or installation (if applicable) the City determines the Goods or any part do not conform to these warranties, the City shall notify the Contractor within a reasonable time after such discovery, and the Contractor shall then promptly correct such nonconformity at the Contractor's expense. Goods used to correct a nonconformity shall be similarly warranted for one year from the date of installation. The Contractor's liability shall extend to all liabilities, losses, damages, claims and expenses incurred by the City caused by any breach of any of the above warranties.

12.2 The Contractor warrants and guarantees that Goods and Services delivered under this Agreement do not infringe any valid patent, copyright or trademark, foreign or domestic, owned or controlled by any other corporation, firm or person, and agrees to indemnify and save harmless the City and all of its elected and appointed officials, officers, employees, servants, representatives and agents (collectively the "Indemnitees"), from and against any and all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) by reason of any claim, action or litigation arising out of any alleged or actual infringement of any patent, copyright or trademark, foreign or domestic, relating to the Goods and Services supplied under this Agreement.

## **13. INSURANCE AND DAMAGES**

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

13.2 The indemnities described in Sections 11.2, 12.1 and 18.3 will survive the termination or completion of this Agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Indemnitees.

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



#### **14. CITY RESPONSIBILITIES**

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

#### **15. DEFICIENCIES**

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

#### **16. DEFAULT AND TERMINATION**

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

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

## **17. CURING DEFAULTS**

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

## **18. DISPUTE RESOLUTION**

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

## **19. WCB AND OCCUPATIONAL HEALTH AND SAFETY**

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

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

## **20. BUSINESS LICENSE**

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

## **21. GENERAL PROVISIONS FOR GOODS**

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

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

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

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

## **22. COMPLIANCE**

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

## **23. JURISDICTION OF COUNCIL AND NON-APPROPRIATION**

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

## **24. WAIVER**

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

## **25. APPLICABLE LAW**

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

## **26. NOTICES**

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

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

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

## **27. MERGER AND SURVIVAL**

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

## **28. ENTIRE AGREEMENT**

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

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

## **29. SIGNATURE**

29.1 This Agreement shall be signed by a person authorized to sign on behalf of the Contractor.

29.2 This Agreement may be executed in or one or more counterparts all of which when taken together will constitute one and the same Agreement, and one or more of the counterparts may be delivered by fax transmission or as a PDF file.

**[END OF PAGE]**

**30. ENUREMENT**

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

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

**CITY OF SURREY**

by its authorized signatory(ies):

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

**<<NAME OF CONTRACTOR>>**

**I/We have the authority to bind the Contractor.**

\_\_\_\_\_  
(Legal Name of Contractor)

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

## SCHEDULE A

### SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES

#### 1. Description of Goods and Services

The City of Surrey has an ongoing requirement to upgrade and expand its existing Cisco UCS Server infrastructure.

In the past, the City has deployed a number of individual competitive solicitation processes which resulted in a number of sources of supply. The City now wishes to reduce the number of individual competitive solicitation processes through this Request for Quotation (RFQ) – standing offer, with the intent to establish a master standing offer procurement arrangement, with a Preferred Proponent or Preferred Proponents, at pre-established discounts from the manufacturer's suggested list price (MSRP).

#### Anticipated Initial Purchase

Schedule A-1 lists specific Cisco hardware, software and services the City requires immediately.

#### Anticipated Future Purchase

Schedule A-2 lists specific categories of Cisco hardware, software and services for which the City is seeking MSRP, minimum category discount off of MSRP and any additional third party discounts that the City can rely on to order goods and services on an as and when needed basis. The minimum category discounts off of MSRP will be held for a three (3) year period.

#### 2. City Objectives

The objectives of this RFQ are to:

- obtain greater volume-based price discounts;
- obtain competitive pricing for specific standard configurations, through any Contractor sponsored promotional program;
- reduce contracting costs through a competitive procurement process; and
- provide Professional Services as required.

Proponents should provide an initial discount for a quantity of one unit. Proponents are to base discounts on the collective volume of potential purchases by the numerous state and local government entities. The objective



of the procurement is to consolidate spend with potentially one Proponent to receive highly competitive pricing at the quantity one unit.

Further bulk/quantity savings are obtained when additional quantities are requested. The City will continually recompute and obtain quotes for further quantity discounts among the awarded Contractor to obtain the lowest price.

The awarded Contractors should realize significant savings by managing a single comprehensive Agreement establishing common terms, conditions, pricing and administrative structure.

#### **4. PRICING METHODOLOGY**

##### **Schedule B-1 – Anticipated Initial Purchase**

Schedule B-1 is seeking pricing for goods and services for immediate purchase.

##### **Schedule B-2 – Anticipated Future Purchases**

This RFQ will employ a MINIMUM discount-off list price structure with categorized exceptions for each category identified in Schedule A-1 and A-2 below. It is understood there may be categories within a group which carry a different discount than the minimum stated. For example, the minimum discount for the all flash storage category could be 50%. The Contractor may name an additional category of all flash storage (ie. “Brand X” at 45% and “Brand Y” at 60%.) The Contractor may categorize these exceptions by naming as categories and identifying the associated discounts in Schedule B-2. These minimum discounts must remain firm, unless being increased, during the Term. This minimum discount and categorized exceptions will be applied to all “quantity” procurements. The City should be able to use the Contractor’s baseline price list e.g., MSRP, government price list, etcetera. The price list submitted must be current dated. A discount schedule is to be provided for each category in the price workbook. Contractors may define sub-categories within a category. The sub-category discounts may be higher or lower than the category discount. The Contractor should describe all available options for pricing services in the price workbook such as a discount off list, hourly fees, per unit fees, etc. The table set out in **Schedule B to Attachment 1** allows for up to seven (7) categories, however the Contractor may edit their Quotation to include additional categories if needed.

The proposed Fees (i.e. the Contractor’s published Canadian web price list on the Contractor’s website, the minimum percentage discount applied to the Contractor’s published Canadian web price list on the Contractor’s website.

The Contractor may, at any time during the Term of the Agreement, propose better Fees (i.e., better discounts).

The City's goal is to keep the Fees as low as possible. However, the Contractor may request a pricing refresh of the Contractor's Canadian web price list for device resources and/or the maximum net Fees for service resources twice per year thereafter. Refreshed prices shall be update in April and October annually, if agreed upon by the City, and shall remain firm until the next pricing refresh period.

For certainty, the Contractor's published Canadian web price list Fees for device resources, the minimum percentage discount applied to the Contractor's Canadian web price list on the Contractor's website,

### **3. Preferred Proponent Qualifications**

- be a Cisco Partner in good standing;
- hold at least a Cisco Premier Partner certification;
- be ideally referenced according to past provincial CSA (corporate supply agreement) agreements for Cisco technology and services
- should have Professional Services technical resources on staff.

### **4. Shipment and Risk of Loss**

Contact after receipt of Order:

Upon receipt of a purchase order, the Contractor is to acknowledge receipt and advise the City (or any individual designated as "Delivery Contact" within the purchase order) of its best delivery date after receipt of the purchase order (which date should be no later than the Delivery Date).

**Contact before Delivery:**

If specified in the purchase order, the Contractor should contact the City (or any individual designated as "Delivery Contact" within the purchase order) a minimum of twenty-four (24) hours prior to the delivery of any equipment.

**Packaging, Shipping and Product Delivery:**

Packaging and shipping should be in accordance with the industry standard for all items in order to ensure their safe arrival at destination. Packing slips must accompany each shipment. The Contractor is responsible for the safe delivery and installation (if required by the purchase order) and for obtaining acceptance of the Goods at destination. The cost of delivery, including all transportation, packaging and shipping costs, is included in the unit price(s). Costs associated with replacement of Goods damaged in transit to the final destination are the Contractor's responsibility, and the Goods will not be considered delivered on the Delivery Date unless the equipments are undamaged and ready for acceptance.

All deliveries shall be F.O.B. destination, freight prepaid, to City of Surrey, 13450 104th Avenue, Surrey, British Columbia, Canada V3T 1V8. All transportation and handling charges included in the price of the Good and paid by the Contractor. Responsibility and liability for loss or damage shall remain with the Contractor as long as the Contractor designates the carrier, until delivery to the identified ship-to address, when responsibility shall pass to the City except as to latent defects, fraud and Contractor's warranty obligations.

Whenever the City does not accept the Good due to missing, damaged, defective, incorrect order and returns them to the Contractor, all related documentation furnished by the Contractor shall be returned also. Unless otherwise agreed to by the City, the Contractor is responsible for the return shipping cost of returned Goods. The Contractor shall bear all risk of loss or damage with respect to returned Goods due to missing, damaged, defective and incorrect order, except for loss or damage directly attributable to the negligence of the City.

Deliveries are to be made between the hours of 8:30 a.m. to 4:30 p.m. Monday through Friday, excluding statutory holidays, unless other arrangements have been agreed to in writing from the City.

**Goods to be New, Off-the-Shelf, and Current:**

The Good must be new (unused and including no refurbished equipment); "off-the-shelf" (composed of standard equipment requiring no further research or development); of current manufacture (still in production by the Manufacturer); and conform to the current issue of the applicable specification and/or part number of the Manufacturer.

**5. ACCEPTANCE AND ACCEPTANCE TESTING**

**A. Acceptance**

The City will determine whether all Goods delivered meet the Contractor's published specifications. No payment shall be made for any Goods until the City has accepted the Goods. The City will make every effort to notify the Contractor within thirty (30) calendar days following delivery of non-acceptance of a Good. This clause shall not be applicable, if acceptance testing and corresponding terms have been mutually agreed to by both parties in writing.

**B. Acceptance Testing**

The City and the Contractor shall determine if acceptance testing is applicable and/or required for the purchase. The terms in regards to acceptance testing will be negotiated, in writing, as mutually agreed. If acceptance testing is NOT applicable, the terms regarding acceptance in the Agreement shall prevail.

## SCHEDULE A-1 – ANTICIPATED INITIAL PURCHASE

Part Number	Description	Service Duration (Months)	Qty
UCS-SP-5108-AC	UCS SP Select 5108 AC2 Chassis w/2208 IO, 4x SFP cable 3m	---	1
CON-OSP-5108AC	ONSITE 24X7X4 UCS SP Select 5108 AC2 Chassis w/2208 IO, 4x S	12	1
CAB-C19-CBN	Cabinet Jumper Power Cord, 250 VAC 16A, C20-C19 Connectors	---	4
SFP-H10GB-CU3M	10GBASE-CU SFP+ Cable 3 Meter	---	4
UCSB-PSU-2500ACDV	2500W Platinum AC Hot Plug Power Supply - DV	---	4
N20-FAN5	Fan module for UCS 5108	---	8
UCS-IOM-2208XP	UCS 2208XP I/O Module (8 External, 32 Internal 10Gb Ports)	---	2
N01-UAC1	Single phase AC power module for UCS 5108	---	1
N20-FW015	UCS 5108 Blade Chassis FW Package 3.2	---	1
UCSB-5108-PKG-HW	UCS 5108 Packaging for chassis with half width blades.	---	1
N20-CAK	Accessory kit for UCS 5108 Blade Server Chassis	---	1
N20-CBLKB1	Blade slot blanking panel for UCS 5108/single slot	---	8
UCS-SP-B200M5-A4	SP B200 M5 w/2x6140,6x32GB mem,VIC1340	---	6
CON-OSP-B200M5A4	SNTC-24X7X4OS SP B200 M5 w/2x6140,6x32GB mem,VIC1340	12	6
UCS-DIMM-BLK	UCS DIMM Blanks	---	72
UCSB-LSTOR-BK	FlexStorage blanking panels w/o controller, w/o drive bays	---	12
UCSB-HS-M5-R	CPU Heat Sink for UCS B-Series M5 CPU socket (Rear)	---	6
UCSB-HS-M5-F	CPU Heat Sink for UCS B-Series M5 CPU socket (Front)	---	6
UCSB-MLOM-40G-03	Cisco UCS VIC 1340 modular LOM for blade servers	---	6
UCS-MR-X32G2RS-H	32GB DDR4-2666-MHz RDIMM/PC4-21300/dual rank/x4/1.2v	---	36
UCS-CPU-6140	2.3 GHz 6140/140W 18C/24.75MB Cache/DDR4 2666MHz	---	12

UCS-SP-M32G2-RSH	SP 32GB DDR4-2666-MHz RDIMM/PC4-21300/dual rank/x4/1.2v	---	36
UCS-LIC-10GE=	UCS 6200 Series ONLY Fabric Int 1PORT 1/10GE/FC-port license	---	4

## **SCHEDULE A-2 – ANTICIPATED FUTURE PURCHASES**

### **1. RANGE OF PRODUCTS**

The City is looking for a Contractor who has the range of enterprise grade products in the categories listed below so we can find solutions based on business requirements of today and evolve as technology changes in the future.

The City is interested in the following product lines:

- Storage Servers: UCS S-Series
- Blade Servers: UCS B-Series and Options
- Rack Servers: UCS C-Series and Options
- Cisco UCS Systems Management Software
- UCS Fabric Interconnects and Fabric Extenders
- Flexpod Systems
- Professional Services

**[END OF PAGE]**



## SCHEDULE B – FORM OF QUOTATION

RFQ Title: Supply & Delivery of Cisco Hardware, Software and Services

RFQ No: 1220-040-2018-062

### CONTRACTOR

Legal Name: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Telephone: \_\_\_\_\_

Business Fax: \_\_\_\_\_

Business E-Mail Address: \_\_\_\_\_

### CITY OF SURREY

City Representative: Richard D. Oppelt, Purchasing Manager

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

E-mail for PDF Files: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)

#### 1. NATURE OF A STANDING OFFER AGREEMENT

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

2. 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):

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

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

**Requested Departure(s) / Alternative(s)**

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- 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:**

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

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- 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)**

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**SECTION B-2**

**Fees and Payments**

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

<b>F.O.B.</b>	<b>Payment Terms:</b>	<b>Ship Via:</b>
Destination	A cash discount of ____% will be allowed if invoices are paid	
Freight	within ____ days, or the ____ day of the month following, or net	
Prepaid	30 days, on a best effort basis.	

Contractor should complete the attached SCHEDULE B-1 – ANTICIPATED INITIAL PURCHASE and SCHEDULE B-2 – ANTICIPATED FUTURE PURCHASES.

**Force Account Labour and Equipment Rates:**

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

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

Labour Category	Straight Time/hr (Plus GST)	Overtime Rate/hr (Plus GST)
.1 (example: programmer)	\$	\$
.2 (example: technician)	\$	\$
.3	\$	\$
.4	\$	\$
.5	\$	\$

**Table 2 – Hourly Equipment Rate Schedule:**

No.	Equipment Description (State)	Hourly Equipment Rate
		\$
		\$

**SECTION B-3**

**Time Schedule:**

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

MILESTONE DATES \_\_\_\_\_

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

SAMPLE

**SECTION B-4**

**Key Personnel & Sub-Contractors:**

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

**Key Personnel**

Name: \_\_\_\_\_  
Experience: \_\_\_\_\_  
Dates: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Responsibility: \_\_\_\_\_

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

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

**SECTION B-5**

**Experience and References:**

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**[END OF PAGE]**

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

**This Quotation** is offered by the Contractor this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**CONTRACTOR**

**I/We have the authority to bind the Contractor**

\_\_\_\_\_  
(Legal Name of Contractor)

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

**This Quotation** is accepted by the City this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**CITY OF SURREY**

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Signature of Purchasing Representative)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

\_\_\_\_\_  
(Print Name of Purchasing Representative)

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

## SCHEDULE B-1 – ANTICIPATED INITIAL PURCHASE

Part Number	Description	Service Duration (Months)	Qty	Quoted Amount
UCS-SP-5108-AC	UCS SP Select 5108 AC2 Chassis w/2208 IO, 4x SFP cable 3m	---	1	
CON-OSP-5108AC	ONSITE 24X7X4 UCS SP Select 5108 AC2 Chassis w/2208 IO, 4x S	12	1	
CAB-C19-CBN	Cabinet Jumper Power Cord, 250 VAC 16A, C20-C19 Connectors	---	4	
SFP-H10GB-CU3M	10GBASE-CU SFP+ Cable 3 Meter	---	4	
UCSB-PSU-2500ACDV	2500W Platinum AC Hot Plug Power Supply - DV	---	4	
N20-FAN5	Fan module for UCS 5108	---	8	
UCS-IOM-2208XP	UCS 2208XP I/O Module (8 External, 32 Internal 10Gb Ports)	---	2	
N01-UAC1	Single phase AC power module for UCS 5108	---	1	
N20-FW015	UCS 5108 Blade Chassis FW Package 3.2	---	1	
UCSB-5108-PKG-HW	UCS 5108 Packaging for chassis with half width blades.	---	1	
N20-CAK	Accessory kit for UCS 5108 Blade Server Chassis	---	1	
N20-CBLKB1	Blade slot blanking panel for UCS 5108/single slot	---	8	
UCS-SP-B200M5-A4	SP B200 M5 w/2x6140,6x32GB mem,VIC1340	---	6	
CON-OSP-B200M5A4	SNTC-24X7X4OS SP B200 M5 w/2x6140,6x32GB mem,VIC1340	12	6	
UCS-DIMM-BLK	UCS DIMM Blanks	---	72	
UCSB-LSTOR-BK	FlexStorage blanking panels w/o controller, w/o drive bays	---	12	
UCSB-HS-M5-R	CPU Heat Sink for UCS B-Series M5 CPU socket (Rear)	---	6	
UCSB-HS-M5-F	CPU Heat Sink for UCS B-Series M5 CPU socket (Front)	---	6	
UCSB-MLOM-40G-03	Cisco UCS VIC 1340 modular LOM for blade servers	---	6	

UCS-MR-X32G2RS-H	32GB DDR4-2666-MHz RDIMM/PC4-21300/dual rank/x4/1.2v	---	36	
UCS-CPU-6140	2.3 GHz 6140/140W 18C/24.75MB Cache/DDR4 2666MHz	---	12	
UCS-SP-M32G2-RSH	SP 32GB DDR4-2666-MHz RDIMM/PC4-21300/dual rank/x4/1.2v	---	36	
UCS-LIC-10GE=	UCS 6200 Series ONLY Fabric Int 1PORT 1/10GE/FC-port license	---	4	
CURRENCY: Canadian	Subtotal:			\$
	GST (5%):			\$
	PST (7%):			\$
	Total Quotation Price:			\$

## SCHEDULE B-2 – ANTICIPATED FUTURE PURCHASES

### 1. Schedule of Price and Discounts

Category	Baseline Pricing (MSRP)	Minimum Category Discount %	Optional: 3rd Party Discount %
Vendor Instructions	<i>Vendor to identify Baseline / Price List to be utilized</i>	<i>Vendor should provide minimum discount for Category</i>	<i>Vendor should provide minimum discount for Category</i>
<b>Storage Servers: UCS S-Series</b>			
<i>Additional Subcategories</i>			
1)		%	%
2)		%	%
3)		%	%
<b>Blade Servers: UCS B-Series and Options</b>			
<i>Additional Subcategories</i>			
1)		%	%
2)		%	%
3)		%	%
<b>Rack Servers: UCS C-Series and Options</b>			
<i>Additional Subcategories</i>			
1)		%	%
2)		%	%
3)		%	%
<b>Cisco UCS Systems Management Software</b>			
<i>Additional Subcategories</i>			
1)		%	%
2)		%	%
3)		%	%
<b>UCS Fabric Interconnects and Fabric Extenders</b>			
<i>Additional Subcategories</i>			
1)		%	%
2)		%	%
3)		%	%
<b>Flexpod Systems</b>			
<i>Additional Subcategories</i>			
1)		%	%
2)		%	%
3)		%	%
<b>Professional Services</b>	Hourly Rate		
<i>Additional Subcategories</i>			
1)		%	%
2)		%	%
3)		%	%

2. **Additional Discounts** – Request a quotation for discounts on bulk/volume purchases (Per transaction Multiple Units – discount provided on single or grouped purchase orders:

<b>\$ Volume</b>	<b>Additional Discount (%)</b>
>\$15,000	
>\$25,000	
>\$50,000	
>\$100,000	

Comments: