



REQUEST FOR QUOTATIONS

Title: Traffic Control Equipment

Reference No.: 1220-040-2018-095

FOR THE SUPPLY OF GOODS

(General Services)

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ATTACHMENT No. 1 – DRAFT QUOTATION AGREEMENT - GOODS
SCHEDULE A – SPECIFICATION OF GOODS
SCHEDULE B – QUOTATION

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 described in Schedule A to Attachment 1 (the "Goods"). The description of the Goods 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, 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 – 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.

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 [604-590-7274] 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 Department – Purchasing Section
Reception Counter 5th Floor West
13450 – 104th Avenue
Surrey, B.C., V3T1V8, Canada

3. DATE

The City would prefer to receive Quotations on or before **January 14, 2019**. 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 Request for Quotations ("RFQ") should be directed in writing to:

Name: Richard D. Oppelt, Purchasing Manager
Email: purchasing@surrey.ca

Reference: 1220-040-2018-095

5. ADDENDA

If the City determines that an amendment is required to this RFQ, the City Representative will issue a written addendum by posting it on the BC Bid Website at www.bcbid.gov.bc.ca (the "BC Bid Website") and the City Website at www.surrey.ca (the "City Website") that will form part of this RFQ. It is the responsibility of Contractors 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 of the Contractor and the authorized signatory of the City have signed. Delivery of the signed Agreement by the City may be by fax, 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.

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.

10. CONFLICT OF INTEREST

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

11. SOLICITATION OF COUNCIL MEMBERS AND CITY STAFF

Contractors and their agents will not contact any member of the City Council and City staff 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.

14. EQUIVALENTS, SUBSTITUTIONS, ALTERNATIVES

Unless otherwise expressly stated, if and wherever the specifications set out in Schedule A Specification of Goods to Attachment 1 – Agreement Goods, use a brand name of a manufacturer, make, trade name, or catalogue designation in specifying an item, it does not restrict Contractors to the identified manufacturer, make, trade name, or catalogue designation. The usage of such identification is simply to indicate the character, quality and/or performance equivalence of the commodity identified.

Prior to the Date, a Contractor may request, pursuant to Section 4 the City to approve a commodity(ies) (each, an “Equivalency”) to be included in a Quotation in substitution for a commodity(ies), indicated in Schedule A Specification of Goods to Attachment 1 – Agreement Goods, on the basis that the substitution of the same or better character, quality and/or performance as the commodity(ies) indicated in Schedule A Specification of Goods to Attachment 1 – Agreement Goods, such that that the proposed Equivalency will serve the purpose for which it is intended to be used equally as well. Applications for an Equivalency should be in writing delivered to the City Representative, accompanied by appropriate supporting information, data, specifications and documentation. The City may request any additional supporting information, data, specifications and documentation it considers necessary to make a decision with respect to the application. If the City decides in its sole discretion to accept an Equivalency, then the City will provide written confirmation of such acceptance to the Contractor, without notification to other Contractors (subject to the City’s discretion under Section 4). The City is not obligated to review or accept any application for an Equivalency. Without limiting the City’s discretion as set out in this Section 14, the City may specifically refuse to approve an application for an Equivalency with which there may be an associated increase to a Quotation Price or a delay to the supply and delivery of the Goods.

The Contractor should clearly identify in its Quotation any Equivalencies approved by the City under this Section 14.

If the Contractor does not in its Quotation indicate any Equivalencies, the Contractor will be deemed to accept the commodity(ies) described in Schedule A Specification of Goods to Attachment 1 – Agreement Goods.

15. EVALUATION TEAM

The evaluation of Quotations to identify a preferred Contractor will be carried out by a team of one or more persons appointed by the City (the “Evaluation Team”). The Evaluation Team may be assisted by other persons as the Evaluation Team may determine it requires, including technical, financial, legal and other advisor or employees of the City.

16. EVALUATION CRITERIA

The Evaluation Team will compare and evaluate the Quotations to identify the Quotation which the Evaluation Team judges to be the most advantageous to the City by applying the following evaluation criteria:

Experience, reputation, resources, management and engineering	40%
Technical and functional requirements	35%
Financial	25%

It is anticipated that the Quotation that is evaluated to have the highest weighting will be selected as the preferred Contractor, but the City reserves the right for the Evaluation Team to decline to recommend any Contractor which the Evaluation Team, acting reasonably and fairly, determines would, if selected, result in greater overall cost or material risk to the City as compared to another Contractor, considering any relevant factors, including a Contractor's financial resources, safety record, claims and litigation history, work history and environmental record.

17. EVALUATION PROCESS

To assist in evaluation of Quotations, the Evaluation Team may, in its sole and absolute discretion, but is not required to:

- (a) conduct reference checks and background investigations of the Contractor, and any subcontractors proposed in the Quotation, with internal and/or external sources, and consider and rely on any relevant information received from the references and from any background investigations in the evaluation of Quotations;
- (b) seek clarification or additional information from any, some, or all Contractors with respect to their Quotations, and consider and rely on such supplementary information in the evaluation of Quotations;
- (c) request interviews/presentations with any, some, or all Quotations to clarify any questions or consideration based on the information included in Quotations, and consider and rely on any supplementary information received from interviews/presentations in the evaluation of Quotations; and
- (d) seek confirmation that the inclusion of any personal information about an individual in a Quotation has been consented to by that individual.

The Evaluation Team is not obligated to complete a detailed evaluation of all Quotations and may, after completing a preliminary review of all Quotations, identify and drop from any detailed evaluation any Contractor which, when compared to the other Contractors, the Evaluation Team judges, in its sole discretion, to not be in contention to be selected as the preferred Contractor. The City expressly reserves the right to reject any design

optimizations proposed by a Contractor, or any substitutions proposed by a Contractor that have not been approved by the City pursuant to Section 14.

18. SELECTION AND NEGOTIATION

The Evaluation Team will recommend to the City the Quotation that it determines is most advantageous in accordance with this RFQ. The City may accept or reject the Evaluation Team's recommendation.

The City may negotiate changes to any terms of a Quotation, including terms in Attachment 1 – Agreement – Goods and Schedule A and B and including prices.

If the City selects a preferred Contractor, then such preferred Contractor will use good faith commercial efforts to negotiate and enter into a contract with the City. During negotiations the City may;

- (a) negotiate any aspect of a preferred Contractor's Quotation, including reductions in the prices as set out in the preferred Contractor's Quotation;
- (b) negotiate the incorporation of the preferred Contractor's suggested amendments to the Agreement as may be included in its Quotation;
- (c) negotiate terms and conditions different than those contained in the RFQ and other documents referred to in the RFQ, the Quotation or both; and
- (d) if at any time the City reasonably forms the opinion that a mutually acceptable contract is not likely to be reached within a reasonable time, give the preferred Contractor written notice to terminate discussions, in which event the City may then either open discussions with another Contractor or terminate this RFQ in whole or in part and obtain the supply and delivery of the Goods in some other manner, or not at all.

The City has no duty or obligation to advise any other Contractor or to allow them to modify their Quotations, and the City will have no liability to any Contractor as a result of such negotiations or modifications.

The City may, at its sole discretion, require the preferred Contractor to attend and participate in a pre-award meeting prior to award, the purpose of which will be to confirm project details and expectations of the City.

19. MULTIPLE CONTRACTORS

The City reserves the right and discretion to divide up the Goods, 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 as described in Schedule A. If the City exercises its

discretion to divide up the Goods, 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 entering into one or more Agreement with one or more Contractors.

20. RESERVATION OF RIGHTS

Notwithstanding any other provision in this RFQ:

- (a) The City need not necessarily consider the Quotation with the lowest Quotation Price, or any Quotation, and the City reserves the right to reject any and all Quotations at any time, or cancel the RFQ process, without further explanation, and to accept any Quotation the City considers to be in any way advantageous to it.
- (b) The City acceptance of any Quotation is contingent on having sufficient funding for the purchase and achieving a mutually acceptable contract for the supply and delivery of the Goods.
- (c) Each Contractor, by submitting a Quotation, irrevocably:
 - (i) Agrees that it will not bring any claim, demand, action, cause of action, suit or proceeding, whether arising in contract , tort (including negligence) or otherwise (a "Claim") against the City or any of its employees, directors, officers, advisors or representatives, or any one of them, for any costs, damages or other compensation in excess of an amount equivalent to the actual and reasonable costs directly and demonstrably incurred by the Contractor in preparing its Quotation for any matter relating directly or indirectly to this RFQ (including in the event that the City rejects or disqualifies or for any other reason fails to accept a Quotation, accepts a non-compliant Quotation or otherwise breaches, or fundamentally breaches, the terms of this RFQ or any duties arising from this RFQ); and
 - (ii) Waives any Claim against the City and its employees, directors, officers, advisors or representatives for any compensation of whatsoever nature or kind, including for loss of anticipated profits, loss of opportunity, indirect, incidental or consequential damages or losses if no contract between the Contactor and the City is entered into for the supply and delivery of the Goods for any reason whatsoever, including in the event that the City rejects or disqualifies or for any other reason fails to accept a Quotation, accepts a non-compliant Quotation or otherwise breaches, or fundamentally breaches, the terms of this RFQ or any duties arising from this RFQ.

(d) If the City considers that all Quotations are priced too high, it may reject them all.

-END OF PAGE-

Attachment No. 1 – DRAFT QUOTATION AGREEMENT – GOODS

Reference RFQ Title: Traffic Control Equipment

RFQ No.: 1220-040-2018-095

BETWEEN:

CITY OF SURREY
13450 - 104 Avenue
Surrey BC V3T 1V8

(the "City")

AND:

(the "Contractor")

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

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:

DEFINITIONS AND INTERPRETATION

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 supplying the Goods under this Agreement;
 - (d) "Goods" means the equipment or materials that are the subject of this Agreement;
 - (e) "Purchase Price" means the price quoted by the Contractor and accepted by the City, unless otherwise agreed by the parties in writing, and includes all taxes, duties, freight charges and other charges except GST; and
 - (f) "RFQ" means the Request for Quotations.

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

3. The following attached Schedules are a part of this Agreement:

Schedule A – Specifications of Goods; and
Schedule B – Quotation.

GOODS

4. The Contractor will supply the Goods in accordance with this Agreement. The Goods supplied will meet the specifications set out in Schedule A of this Agreement.
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.

PURCHASE PRICE

6. As payment for the performance of the Contractor's obligations under this Agreement, the City will pay to the Contractor, the sum of the prices set out in Schedule B – Quotation (the "Purchase Price"), inclusive of GST and PST. Payment by the City of the Purchase Price will be full payment for the Goods and the Contractor will not be entitled to receive any additional payment for the City.
7. The Purchase Price will be the entire compensation owing to the Contractor for the complete performance of the Contractor's obligations under the Agreement and this compensation will cover and include all profit and all costs of supervision, labour, material, equipment, transportation and delivery, overhead, financing and all other costs and expenses whatsoever incurred by the Contractor in performing the supply and delivery of the goods.
8. For greater certainty, costs of general management, non-technical supporting services, all insurance, import duties and taxes, brokerage royalties, handling, general overhead, profit and all other charges are included in the Purchase Price.
9. Should the customs duties or taxes payable by the Contractor on the Goods supplied hereunder be increased subsequent to the receipt of quotation, excerpts of which are set out in Schedule B- Quotation, the amount of the said increase, without markup will be added to the Purchase Price and will be paid by the City to the Contractor
10. Alternatively, should the customs duties or taxes payable by the Contractor on the Goods supplied hereunder be decreased subsequent to the receipt of quotation, excerpts of which are set out in Schedule B – Quotation, the amount of the said decrease will be deducted from the Purchase Price and will be credited by the Contractor to the City.

11. The Purchase Price will be in Canadian funds, F.O.B Destination, Freight Prepaid to the Delivery Point.

PAYMENT

12. Invoices should include the Contractor's name, address and telephone number, the City's purchase order number, the Contractor's invoice number, the Contractor's GST registration number or an indication that it is not applicable if the Contractor is a small trader, the quantity, tax (if any) and the complete Purchase Price calculations, including extensions and discounts.
13. The City will pay the invoice, in the amount as the City determines is correct less any deductions for setoffs or holdbacks permitted by this Agreement including, without limitation, those described in this Agreement, within 30 days of the receipt of the invoice, unless the parties have agreed in writing to other payment terms. The payment by the City of any invoice will not bind the City with respect to any subsequent payment or final payment and will not mean that the City has accepted that the Goods are in accordance with the requirements of this Agreement, or that the Contractor is in any manner released from its obligation to comply with this Agreement.
14. Unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of Canada.

SUBMITTING YOUR ELECTRONIC INVOICE

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

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

- Invoice(s) should be sent as attachments.
- Attachment(s) should be in PDF format.
- PDF attachment(s) should be named: <Company name>_<Invoice Number>.
- Email(s) should not exceed 2MB.

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

DEFICIENCIES

15. The City shall have a reasonable time to inspect and to accept the Goods. The City may reject any Goods 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 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.

16. 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 materials. This holdback may be held, without interest, until replacement Goods are received or such deficiency or defect is remedied.

DEFAULT AND TERMINATION

17. In the event the Contractor does not ship the Goods by the shipping date specified in this Agreement, or does not deliver the Goods by the delivery date specified in this Agreement, or otherwise fails to comply with the requirements of 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 shipping or delivery, 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 shipping or delivery.
18. 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.
19. If the Contractor becomes insolvent or makes an assignment for the benefit of creditors or a receiver or trustee is appointed for the property of the Contractor, then the City may, at its election, and without prejudice to its rights at law or in equity, terminate this Agreement.
20. The City will not accept nor be responsible for any restocking charges for any Goods shipped to the City and then, for whatever reason, returned to the Contractor pursuant to this Agreement. The Contractor is to bear all costs including shipping and handling of returned Goods.

WARRANTIES AND INDEMNITIES

21. 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.

22. The Contractor warrants and guarantees that Goods 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 supplied under this Agreement.
23. The Contractor represents and warrants that all Goods delivered under this Agreement shall comply with all applicable codes, statutes, by-laws, rules and regulations, or any federal, provincial, municipal or other competent authority for the time being in force, including any environmental laws and that the Goods are not dangerous to the environment or to person or health.
23. 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.

DELIVERY

24. The Contractor will take steps as required so that all Goods are properly prepared for delivery and the Goods shall be delivered to Unit 17, 19158 94 Avenue, Surrey, B.C. Canada between the hours of 8:00 a.m. to 3:30 p.m., Monday through Friday (the "Delivery Point").

The City will not assume any liability for Goods or equipment delivered to an unauthorized location. The Contractor shall ensure the integrity of the Goods during transportation, handling and temporary storage. Due regard shall be given by the Contractor to protection from loss and pilferage, physical damage, and the effect of the elements and environmental conditions. Any loss, damage or repair cost resulting from delivery to the Delivery Point will be the Contractor's sole responsibility.

25. The Contractor is required to deliver the Goods within eight (8) weeks following notification of their Quote being accepted. Arrangements will be made with the successful Contractor after the award of the RFQ to deliver the Goods to the Delivery Point.

CUSTOMS

26. 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”

INSPECTIONS

27. 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.

SAFETY

28. If this Agreement includes any inspection, installation or other work on the City's premises by the Contractor, or representative or sub-contractor of the Contractor, all such activity shall be performed and undertaken in strict compliance with all applicable health and safety laws and regulations, including, without limitation, the Workers Compensation Act, the Occupational Health & Safety Regulation and the Hazardous Products Act, and also in strict compliance with any published and issued by the City for use at the City's premises. The Contractor shall provide the City with the Contractor's Workers Compensation Board registration number and a letter from the Workers Compensation Board confirming 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 obligation to pay monies under this Agreement.

WHMIS/MSDS

29. The Contractor covenants and agrees to comply with all the Workers Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the “Workplace Hazardous Materials Information Systems (WHMIS)” Regulations. All “Material Safety Data Sheets (MSDS)” will be shipped along with the Goods and any future MSDS updates will be forwarded.

SHOP DRAWINGS

30. 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.

WAIVER

31. 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 or breaches of the terms and conditions.

APPLICABLE LAW

32. 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.

NOTICES

33. 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.

The addresses for delivery will be as follows:

- (a) The City:
Attention:

(b) The Contractor:
Attention:

MERGER AND SURVIVAL

34. The representations, agreements, covenants and obligations set out in this Agreement shall survive the delivery of the Goods and payment of the Purchase Price.

ENTIRE AGREEMENT

35. This Agreement, including any other documents expressly included by reference in this Agreement, contains the entire agreement of the parties regarding the provision of the Goods, 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.
36. 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.

SIGNATURE

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

- END OF PAGE -

ENUREMENT

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

This Quotation Agreement is executed 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 Agreement is executed by the City of Surrey this ____ day of _____, 201_.

CITY OF SURREY

by its authorized signatory:

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

SCHEDULE A – SPECIFICATION OF GOODS

1. PURPOSE

- 1.1 The City of Surrey (the “City”) is seeking to identify qualified and capable companies to supply the City with Traffic Signal Control Equipment (the “Goods”) that meets the specifications and the requirements of the City.

2. NOTICE TO CONTRACTORS

- 2.1 Products (items) supplied for this Quotation shall be restricted to the State of California “Qualified Products List” for controller assemblies for the Model 170E Traffic Controller in a 332B cabinet.
- 2.2 The Quotation may be awarded separately by item. Contractors are not required to bid on all the items.

3. GENERAL REQUIREMENTS

3.1 Quality of Goods and Replacement

- (a) All Goods supplied, and all parts and components used for replacements shall be new. The Contractor shall supply a complete new replacement of the whole unit if there is any substantial damage or defect that can affect the performance, serviceability and durability of the Goods. The City's decision shall be final on this matter.

3.2 Risk of Loss/Damage to Goods

- (a) The Contractor shall bear the risk of and shall bear all loss or damage whatsoever which may occur on the Goods until the same has been delivered to and accepted by the City as specified. If any loss or damage occurs before such acceptance by the City, the Contractor shall immediately, at his own expense, replace, repair, restore or re-execute the Goods so damaged or which may have been destroyed.

3.3 Delivery

- (a) The Contractor is required to deliver the Goods of this RFQ within eight (8) weeks following notification of their Quote being accepted. Arrangements will be made with the successful Contractor after the award of the RFQ to deliver the Goods to Unit 17, 19158 94 Avenue, Surrey, BC.

4. TYPE 170E CONTROLLER

- 4.1 The Model 170E Enhanced Controller Unit, shall comply fully with the latest State of California, Department of Transportation, Transportation Electrical Equipment Specifications (TEES), including the following:

- (a) Model 412C prom module shall be shipped with module in memory select 4, i.e., jumper pattern #1, #2 and #3 out, 27256 EPPROM in U1, Dallas DS 1225y in U2 and U3 and 62256 RAM in U4, as per Caltran (TEES).
- (b) Before delivery, the manufacturer shall install a set of diagnostic EPPROM chips in the traffic PROM module of each Model 170E traffic controller. The controllers shall be tested for a minimum of seventy-two (72) hours. A report of satisfactory performance in this test shall be provided for each controller.

5. AUXILIARY CABINET UNITS (PLUGABLES)

5.1 The following traffic controller equipment, shall comply fully with the listed specification:

- (a) Model 200 – Switch Packs. The latest State of California, Department of Transportation, Transportation Electrical Equipment Specifications (TEES).
- (b) Model 222 – Two Channel Loop Detector Sensor Unit. The latest State of California Department of Transportation, Transportation Electrical Equipment Specifications (TEES).
- (c) Model 242 – Two Channel DC Isolator. The latest State of California Department of Transportation, Transportation Electrical Equipment Specifications (TEES).

6. MANUALS AND SCHEMATICS

6.1 The Contractor should provide five (5) sets of Operating and Technical Manuals c/w schematics shall be included with each item.

7. ANTICIPATED QUANTITIES

7.1 The City reserves the right and discretion to place orders on quoted items during the duration of the Term as per Schedule B – Quotation on an "as and when required" basis. All quantities are anticipated quantities only and may or may not increase or decrease according to requirements.



SCHEDULE B – FORM OF QUOTATION

RFQ Title: Traffic Control Equipment

RFQ No: 1220-040-2018-095

CONTRACTOR

Legal Name: _____

Contact Person and Title: _____

Business Address: _____

Business Telephone: _____

Business Fax: _____

Business E-Mail Address: _____

CITY OF SURREY

TO:

City Representative: Richard D. Oppelt, Purchasing Manager

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

Telephone: 604-590-7274

Email: purchasing@surrey.ca

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

F.O.B. Destination, Freight Prepaid		Payment Terms: A cash discount of ____% will be allowed if invoices are paid within ____ days, or the ____ day of the month following, or net 30 days, on a best effort basis.			Ship Via:	
Item #	Item Name	Completion Time	Estimated Quantity	U/M	Unit Price	Total Amount
1	Model 170E Traffic Signal Controller Unit c/w 412C Product Brand Name: _____ Manufacturer: _____		80	each	\$	\$
2	Model 200 Switch Packs Product Brand Name: _____ Manufacturer: _____		400	each	\$	\$
3	Model 222 Detector Units Qualified Product Brand Name: _____ Manufacturer: _____		400	each	\$	\$
4	Model 242 DC Isolators Product Brand Name: _____ Manufacturer: _____		160	each	\$	\$
CURRENCY: Canadian				Subtotal:		\$
				GST (5%):		\$
				PST (7%):		\$
				TOTAL:		\$

Preliminary Production Schedule:

- 2. Contractors should provide for each Good a preliminary production schedule, which should describe in detail a proposed timeline for design services, completion, delivery, testing and acceptance of all items of the Goods. It is preferred that the Contractor provide a preliminary production schedule in the form of a Gantt Chart or in a similar format.

Training and Support Services, On-Call Support and On-Site Service, Parts Support and Warranty:

- 3. Training and Support Services. Contractor should provide a description of the general approach and methodology that the Contractor would take in the performing the training and support services that may be required.

- 4. On-Call Support and On-Site Service:

- (a) What technical and engineering support could the Contractor provide to the City? Please include location these services will be provided and how the City's needs will be addressed in critical times. Please include the breadth and depth of this support.

- (b) What technical and engineering support could be provide by original equipment manufacturers (OEM) that supports the major components in each Good?

- 5. Replacement Parts Support. Identify the location of the parts provider the Contractor now maintains or agrees to establish and the hours of operation. Please identify the parts providers that OEM suppliers of major components within North America that will support the supply chain of components on the Goods.

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

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

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

Contractor’s Experience, Reputation and Resources:

8. Contractor’s relevant experience and qualifications in delivering the Goods similar to those required by the RFQ:

9. Performance History. Provide the number of Goods similar to the proposed model delivered in the past five years, including timeframes for delivery. If applicable, provide a copy of recall notices issued for the proposed model during the previous five years along with the number of affected Goods in service.

10. Key Personnel. Contractors should identify and provide background and experience for the key personnel that would perform the Contractor’s work, outlining their intended roles in meeting the requirements. If appropriate, also include a complete organization chart, identifying all roles and areas of responsibility.

Preference may be given to Contractor and proposed personnel that demonstrate knowledge and experience involving the successful design, development and manufacturing of goods similar to the Goods.

11. Contractors should provide references (name, telephone, number) (use the spaces provided and/or attach additional pages, if necessary). The City's preference is to have a minimum of three references. Previous clients of the Contractor may be contacted at the City's discretion.
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Technical and Functional Requirements Response:

12. I/We have reviewed the RFQ Attachment 1, Schedule A – Specifications of Goods. The Contractor should set out in its Quotation in detail how its proposed functional and technical solution meets the technical and functional specifications/requirements of RFQ Attachment 1, Schedule A – Specifications of Goods. Any variance from those technical and functional specifications/requirements should be clearly pointed out by the Contractor in its Quotation, including where conflicts may exist between the Contractor's proposed solution and the technical and functional specifications/requirements as described herein.
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Indicative Design Submittal:

13. Each Quotation should be accompanied by an indicative design. The indicative design should represent a full size, conceptual blueprint type drawings and detailed engineering drawings of the Goods, representing a level of design sufficient to enable a thorough evaluation of the Contractor's design concepts.

Contractor should:

- (a) Show the overall dimension and configuration of the Goods and the arrangement of compartments and equipment storage;
- (b) be consistent with the technical and functional requirements set out in Schedule A – Specifications of Goods.

Corporate Environmental Sustainability:

- 14. Contractor should describe their sustainability initiatives relating to the environmental impacts. The environmental attributes (green) of their Goods. Information pertaining to its environmental policies, programs and practices. Confirm that the Contractor complies with any applicable objective.

- 15. 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.

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

- 17. I/We have reviewed the RFQ Attachment 1 – Draft Quotation 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)
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18. I/We the undersigned duly authorized representatives of the Contractor, having received and carefully reviewed the RFQ including without limitation the specifications and the General Terms and Conditions, 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)