



**REQUEST FOR APPLICATIONS FOR  
STANDING OFFER AGREEMENTS**

**Title:** Supply and Delivery of Network Cameras

**Reference No.:** 1220-060-2019-016

(General Services)  
Issue Date: September 4, 2019

# REQUEST FOR APPLICATIONS FOR STANDING OFFER AGREEMENTS

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## **REQUEST FOR APPLICATIONS FOR STANDING OFFER AGREEMENT (RFA-SOA)**

### **1. INTRODUCTION**

The City of Surrey (the “City”) invites applicants to submit an application on the form attached as Schedule B (the “Application”) for the supply of the goods (if any) and services described in Schedule A (the “Goods and Services”). The description of the Goods and Services sets out the minimum requirements of the City. A person that submits an Application (the “Applicant”) should prepare an Application that meets the minimum requirements, and may as it may choose, in addition, also include goods, services or terms that exceed the minimum requirements.

The purpose of this RFA-SOA is to solicit competitive prices for the most appropriate network cameras that provides the robust functionality as described in Schedule A.

This RFA-SOA is designed to provide Applicants with the information necessary to prepare a competitive Application. Similarly, the RFA-SOA process is intended to also provide the City with the information it requires to select an Applicant or Applicants to provide the Goods and Services. Specifically, the City is looking for an Applicant whose solution meets or exceeds the City’s requirements as described in Schedule A.

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

It is understood and agreed by the Applicant that should an Application 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 the 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 Applicant 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 an order (the “Order”) for 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 Applicant 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**

The Application should be labelled with the Applicant’s name, RFA-SOA title and number. An Application should be submitted in the form attached to this RFA-SOA as Schedule B.

The Applicant may submit an Application either by email or in a hard copy, as follows:

#### **(a) Email**

If the Applicant chooses to submit by email, the Applicant should submit the Application electronically in a single pdf file and must be delivered to the City by email at: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)

PDF emailed Applications 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, Applicants should phone to confirm receipt. An Applicant bears all risk that the City's computer equipment functions properly so that the City receives the Application.

**(b) Hard Copy**

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

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

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

In case of any conflict between the original Application and the copies, then the original Application will be deemed to be the correct copy.

In an Applicant submits both a hard and an electronic copy of its Application, then the City may refer only to the electronic copy for the purpose of evaluation, except if for any reason, the electronic copy is in whole or in part unreadable, then the hard copy will be deemed to be the correct copy.

**4. DATE**

The City would prefer to receive Applications on or before September 26, 2019. 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 RFA-SOA 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, Manager, Procurement Services  
E-mail: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)

Reference: 1220-060-2019-016

**6. ADDENDA**

If the City determines that an amendment is required to this RFA-SOA, the City 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 part of this RFA-SOA. It is the responsibility of Applicants to check the BC Bid Website and the City Website for addenda. The only way this RFA-SOA 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 RFA-SOA or may be relied upon

by any Applicant. By delivery of an Application, Applicant is deemed to have received, accepted and understood the entire RFA-SOA including, any and all addenda.

## **7. FORM OF APPLICATION**

- (a) An Application should be labelled with the Applicant's name, RFA-SOA title and number.
- (b) To facilitate the evaluation of Applications, an Application should be submitted in the form attached to this RFA-SOA as Schedule B – Application, including with respect to section numbering. All parts, pages, figures, and tables set out in the Application should be numbered and labelled clearly.
- (c) An Applicant should include in its Application a full response to each question or request for information set out in the RFA-SOA, having regard to the form set out in Schedule B – Application.
- (d) The description of the Goods and Services as described in Schedule A – Specifications of Goods and Scope of Services to Attachment 1 – Agreement – Goods and Services sets out the minimum requirements of the City. Without limiting the generality of the foregoing, an Applicant should prepare an Application that meets the minimum requirements, and may as it may choose, in addition, also include goods and services, or terms that exceed the minimum requirements.

## **8. APPLICATION PRICE**

The prices set out in the Applicant's Application will, applied in accordance with the terms as set out in Attachment 1 – Agreement – Goods and Services, represent the entire cost to the City for the complete performance of the supply and delivery of the Goods and Services, exclusive only of GST. The aggregate of such prices (collectively, the "Application Price") will be the Applicant's total price for the complete performance of the supply and delivery of the Goods and Services. The Application Price will be deemed to include:

- (a) all costs for labour, equipment and materials included in or required for the completion of the supply and delivery of the Goods and performance of the Services, including all items which, while not specifically listed, are included in the supply and delivery of the Goods and performance of the Services specifically or by necessary inference from the terms as set out in Attachment 1 – Agreement – Goods and Services;
- (b) all overhead costs, including head office and on-site overhead costs, and all amounts for the Applicant's profit; and
- (c) all costs required for compliance with all laws applicable to the performance of the supply and delivery of the Goods and Services and the performance of the warranty obligations as described in Attachment 1 – Agreement – Goods and Services.

Without limiting the generality of the foregoing, the Application Price will be deemed to include all parts for body and chassis which are necessary in order to provide a complete

unit, ready for operation, which conforms in strength, quality of workmanship, and materials to that which is usually provided by the trade in general.

## **9. SIGNATURE**

The legal name of the person or firm submitting the Application should be inserted in the Application. The Application should be signed by a person authorized to sign on behalf of the Applicant as follows:

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

## **10. APPLICANT'S REPRESENTATIONS**

By submitting an Application, an Applicant represents that it has the expertise, qualifications, resources, and relevant experience to supply and deliver the Goods and Services and to perform the warranty obligations as described in the Attachment 1 – Agreement – Goods and Services.

Any entity submitting an Application represents, warrants and guarantees that it is either an authorized dealer of the manufacturer proposed and that the manufacturer has agreed to supply the entity with the Goods in fulfillment of the obligations of the Applicant as set out in Attachment 1 – Agreement – Goods and Services, or that it is itself a manufacturer of the Goods.

## **11. EQUIVALENTS, SUBSTITUTIONS, ALTERNATIVES**

Unless otherwise expressly stated, if and wherever the specifications set out in Schedule A – Specifications of Goods and Scope of Services to Attachment 1 – Agreement – Goods and Services use a brand name of a manufacturer, make, trade name, or catalogue designation in specifying an item, it does not restrict Applicants 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 closing Date set out in Section 4, an Applicant may request, pursuant to Section 5 the City to approve a commodity(ies) (each, an “Equivalency”) to be included

in an Application in substitution for a commodity(ies), indicated in Schedule A – Specifications of Goods and Scope of Services to Attachment 1 – Agreement – Goods and Services, on the basis that the substitution of the same or better character, quality and/or performance as the commodity(ies) indicated in Schedule A – Specifications of Goods and Scope of Services to Attachment 1 – Agreement – Goods and Services 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 Applicant, without notification to other Applicants (subject to the City’s discretion under Section 5). 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 11, the City may specifically refuse to approve an application for an Equivalency with which there may be an associated increase to an Application Price or a delay to the supply and delivery of the Goods and Services.

The Applicant should clearly identify in its Application any Equivalencies approved by the City under this Section 11.

If the Applicant does not in its Application indicate any Equivalencies, the Applicant will be deemed to accept the commodity(ies) described in Schedule A – Specifications of Goods and Scope of Services to Attachment 1 – Agreement – Goods and Services.

## **12. EVALUATION TEAM**

The evaluation of Applications to identify a preferred Applicant (the “Preferred Applicant” or “Preferred Applicants”) 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 advisors or employees of the City.

## **13. EVALUATION CRITERIA**

The Evaluation Team will compare and evaluate the Applications to identify the Application(s) which the Evaluation Team judges to be the most advantageous to the City by applying the following evaluation criteria:

- (a) Technical;
- (b) Experience, Reputation and Resources; and
- (c) Financial

It is anticipated that the Application that is evaluated to have the highest weighting will be selected as the Preferred Applicant, but the City reserves the right for the Evaluation Team to decline to recommend any Applicant 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 Applicant, considering any relevant factors, including an



Applicant's financial resources, safety record, claims and litigation history, work history and environmental record.

#### **14. EVALUATION PROCESS**

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

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

The Evaluation Team is not obligated to complete a detailed evaluation of all Applications and may, after completing a preliminary review of all Applications, identify and drop from any detailed evaluation any Applicant which, when compared to the other Applicants, the Evaluation Team judges, in its sole discretion, to not be in contention to be selected as the Preferred Applicant. The City expressly reserves the right to reject any design optimizations proposed by an Applicant, or any substitutions proposed by an Applicant that have not been approved by the City pursuant to Section 11.

#### **15. RESERVATION OF RIGHTS**

Notwithstanding any other provision in this RFA-SOA:

- (a) The City need not necessarily consider the Application with the lowest Application Price, or any Application, and the City reserves the right to reject any and all Applications at any time, or cancel the RFA-SOA process, without further explanation, and to accept any Application the City considers to be in any way advantageous to it.
- (b) The City's acceptance of any Application is contingent on having sufficient funding for the purchase and achieving a mutually acceptable contract for the supply and delivery of the Goods and Services.
- (c) Each Applicant, by submitting an Application, 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 Applicant in preparing its Application for any matter relating directly or indirectly to this RFA-SOA (including in the event that the City rejects or disqualifies or for any other reason fails to accept an Application, accepts a non-compliant Application or otherwise breaches, or fundamentally breaches, the terms of this RFA-SOA or any duties arising from this RFA-SOA); 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 Applicant 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 an Application, accepts a non-compliant Application or otherwise breaches, or fundamentally breaches, the terms of this RFA-SOA or any duties arising from this RFA-SOA.

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

## **16. SELECTION AND NEGOTIATION**

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

The City may negotiate changes to any terms of an Application, including terms in Attachment 1 – Agreement – Goods and Services and Schedules A and B and including prices.

If the City selects a Preferred Applicant, then such Preferred Applicant 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 Applicant's Application, including reductions in the prices as set out in the Preferred Applicant's Application;
- (b) negotiate the incorporation of the Preferred Applicant's suggested amendments to the Agreement as may be included in its Application; and
- (c) negotiate terms and conditions different than those contained in the RFA-SOA and other documents referred to in the RFA-SOA, the Application 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 Applicant written notice to terminate discussions, in which event the City may then either open discussions with another Applicant or terminate this RFA-SOA 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 Applicants or to allow them to modify their Applications, and the City will have no liability to any Applicant as a result of such negotiations or modifications.

The City may, at its sole discretion, require the Preferred Applicant 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.

**17. NO CONTRACT**

This RFA-SOA is simply an invitation for Applications (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 RFA-SOA or the submission of Applications. The City may negotiate changes to any terms of an Application, including terms in Attachment 1 – General Terms and Conditions, Schedule A – Specifications of Goods and Scope of Services to Attachment 1 and Schedule B – Quotation to Attachment 1 – General Terms and Conditions of the RFA-SOA including prices, and may negotiate with one or more Applicants or may at any time invite or permit the submission of Applications (including prices and terms) from other parties who have not submitted an Application.

**18. LIMITATION OF CITY LIABILITY**

Notwithstanding anything to the contrary contained in the RFA-SOA or any other document, material or communication made available to Applicants by the City or its representatives in connection with this RFA-SOA, the City accepts no responsibility or liability for the accuracy or completeness of this RFA-SOA (including any schedules or appendices to it) or any recorded or oral information communicated or made available for inspection by the City (including through the City Representative or any other individual) and no representation or warranty, either express or implied, is made or given by the City with respect to the reliability, accuracy, completeness or relevance of any of those things. The sole risk, responsibility and liability connected with reliance by any Applicant or any other person on this RFA-SOA or any such information as is described in this paragraph is solely that of each Contractor.

**19. APPLICANT'S EXPENSES**

Applicants are solely responsible for their own expenses in preparing and submitting an Application, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from the RFA-SOA. The City will not be liable to any Applicant for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, incurred by the Applicant in preparing and submitting an Application, or participating in negotiations, or other activities relating to or arising out of this RFA-SOA.

**20. CONFLICT OF INTEREST**

An Applicant must disclose in its Application 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.

**21. SOLICITATION OF COUNCIL MEMBERS, CITY STAFF AND CITY CONTRACTORS**

Applicants and their agents will not contact any member of the City Council, City staff or City contractors with respect to this RFA-SOA, other than the contact person named in Section 3 of this RFA-SOA, at any time prior to the award of a Standing Offer or the cancellation of this RFA-SOA.

**22. CONFIDENTIALITY**

All Applications become the property of the City and will not be returned to the Applicant. All Applications will be held in confidence by the City unless otherwise required by law. Applicants 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.

## ATTACHMENT 1 – STANDING OFFER AGREEMENT – GOODS AND SERVICES

AGREEMENT No.: 1220-060-2019-016

### BETWEEN:

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

### AND:

 *Insert Full Legal Name of Applicant*

(the “**Contractor**”)

**WHEREAS** the City wishes to engage the Contractor to provide Goods and Services in connection with

### Supply and Delivery of Network Cameras

**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 Applicant agree as follows:

#### 1. DEFINITIONS AND INTERPRETATION

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

- (a) “Agreement” has the meaning set out in Section 1.2;
- (b) “Application” means the application for a Standing Offer attached as Schedule B;
- (c) “City” means the City of Surrey;
- (d) “Contractor” means a person whose Application has been accepted by the City and who may provide the Services under this Agreement;
- (e) “Fees” has the meaning set out in Section 5;
- (f) “Goods” means any portion of the equipment or materials (if any) as described generally in Schedule A that the City requests that the Contractor provide;
- (g) “Order” means a written order executed by the City for specified Goods or Services;
- (h) “RFA-SOA means the Request For Applications For Standing Offer Agreements;
- (i) “Services” means any portion of the services as described generally in Schedule A that the City requests that the Contractor provide, including anything and everything required to be done for the fulfilment and completion of the services in accordance with this Agreement; and

(j) "Standing Offer" means a standing offer agreement between the City and the Applicant, the nature of which is discussed in Section 2.1.

1.2 This Agreement consists of all of the documents listed below and 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) Order;
- (b) this Agreement;
- (c) the specifications of Goods and scope of Services set out in Schedule A of the Request;
- (d) the Application;
- (e) the Request; and
- (f) other terms, if any, that are agreed to by the parties in writing.

## **2. NATURE OF AGREEMENT**

2.1. It is understood and agreed by the Applicant that should an Application 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 the 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 Applicant 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 an order (the "Order") for 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 Applicant 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 that it will, if ordered by the City, perform the Services in accordance with this Agreement. The Goods and Services provided will meet the specifications set out in the Order, Schedule A and Schedule A-1 of the Request and as described in the Application.

3.2 The City may from time to time, by written notice to the Contractor, make changes in the 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 the Application.

3.3 The Contractor will, if required in writing by the City, provide additional goods and services as may be listed in the Application. The terms of this Agreement will apply to any additional goods or services, and the fees for additional services will generally correspond to the fees as described in the Application. The Contractor will not provide any additional services in excess of the Goods and Services ordered in writing by the City.

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

4.1 The Contractor acknowledges that time is of the essence with respect to the provision of the Services and accordingly the Contractor will provide the Goods and Services within the performance or completion dates or time periods as agreed to in writing by the City and the Contractor. The Contractor agrees to provide the Goods and Services in accordance with the time schedule indicated in the Order. If at any time the Contractor discovers that the time schedule cannot be met it will immediately advise the City in writing and propose a revised time schedule for approval by the City representative.

#### **5. FEES**

5.1 The City will pay to the Contractor the fees as set out in this Agreement (the "**Fees**"). Payment by the City of the Fees will be full payment for the Goods and Services and the Contractor will not be entitled to receive any additional payment from the City.

5.2 The Fees will be the entire compensation owing to the Contractor for the complete performance of the Contractor's obligations under this 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.

5.3 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 Fees.

5.4 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 Extracts, the amount of the said increase, without markup will be added to the Fees and will be paid by the City to the Contractor.

5.5 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 Extracts, the amount of the said decrease will be deducted from the Fees and will be credited by the Contractor to the City.

- 5.6 The Fees will be in Canadian funds, F.O.B. Destination, Freight Prepaid to the Delivery Point.
- 5.7 If the Contractor does not have an office in Canada and does not provide to the City a waiver of regulation letter, the City will withhold the 15% withholding tax deduction from all payments in accordance with Article XII, Canada – United States Income Tax Convention, 1980.

## **6. PAYMENT**

- 6.1 Subject to any contrary provisions set out in Schedule B, the Contractor will submit invoice to the City requesting payment of the portion of the Fees relating to the Goods and Services provided. Invoices must include the Contractor's name, address and telephone number, the City's purchase order number **P.O. # \_\_\_\_\_**, the Contractor's invoice number, the names, charge-out rates and number of hours worked of all employees of the Contractor that have performed Services; the percentage of Services completed and Goods delivered; 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.
- 6.2 If the City reasonably determines that any portion of an invoice is not payable, then the City will so advise the Contractor.
- 6.3 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
- 6.4 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.
- 6.5 In an effort to support sustainability, reduce risk and improve customer service, the City has introduced an electronic fund transfer (EFT) option for Contractors. Electing to participate in this program will allow Contractors to receive their payments directly into their bank accounts, reducing risk of fraud and improving the timeliness of their payment receipt.
- 6.6 To receive your payments electronically, fax your request on company letterhead to 604-591-4488. You may contact us at 604-592-7010 (Accounts Payable General Inquiries) for more information.

### **SUBMITTING YOUR ELECTRONIC INVOICE**

Please send electronic invoices to the City of Surrey by email to [surreyinvoices@surrey.ca](mailto:surreyinvoices@surrey.ca)

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

- Invoice(s) must be sent as attachments.
- Attachment(s) must be in PDF format.



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

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

### **SUBMITTING YOUR INVOICE BY HARD COPY**

Mail hard copy invoices to:

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

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

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

6.8 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.

## **7. USE OF WORK PRODUCT**

7.1 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.

## **8. PERSONNEL AND SUBCONTRACTORS**

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

- 8.2 The Contractor will perform the Services using the personnel and sub-contractors as may be listed in the Application and the Contractor will not remove any such listed personnel or sub-contractors from the Services without the prior written approval of the City.
- 8.3 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.
- 8.4 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.
- 8.5 The Contractor will preserve and protect the rights of the City with respect to any Goods provided and Services performed under sub-contract and incorporate the General Terms and Conditions of this Agreement into all sub-contracts as necessary to preserve the rights of the City under this Agreement. The Contractor will be as fully responsible to the City for acts and omissions of sub-contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

## **9. LIMITED AUTHORITY**

- 9.1 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 Services. The Contractor will make such lack of authority clear to all persons with whom the Contractor deals in the course of providing the 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.
- 9.2 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 Goods and Services. The Contractor will determine the number of days and hours of work required to properly and completely perform the Goods and Services. The Contractor is primarily responsible for performance of the Goods and Services and may not delegate or assign any Goods and Services to any other person except as provided for in the Order. The Contractor will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-contractors.

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

- 10.1 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 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 provide the Goods or complete the Services.

- 10.2 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.
- 10.3 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.

## **11. WARRANTIES**

- 11.1 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.
- 11.2 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.

## **12. INSURANCE AND DAMAGES**

- 12.1 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.

- 12.2 The indemnities described in this Agreement 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.
- 12.3 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) professional errors and omissions liability insurance in an amount not less than two million (\$2,000,000) dollars insuring all professionals providing the Services from errors or omissions in the performance of the Services.
- 12.4 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.
- 12.5 The Contractor acknowledges that any requirements of the City as to the amount of coverage under any policy of insurance will not constitute a representation by the City that the amount required is adequate and the Contractor acknowledges and agrees that the Contractor is solely responsible for obtaining and maintaining policies of insurance in adequate amounts. The insurance policy coverage limits shall not be construed as relieving the Contractor from responsibility for any amounts which may exceed these limits, for which the Contractor may be legally liable.

- 12.6 The Contractor shall place and maintain or cause any of its subcontractors to place and maintain, such other insurance or amendments to the foregoing policies as the City may reasonably direct.
- 12.7 The Contractor hereby waives all rights of recourse against the City for loss or damage to the Contractor's property.

### **13. CITY RESPONSIBILITIES**

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

### **14. DEFICIENCIES**

- 14.1 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
- 14.2 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 materials. This holdback may be held, without interest, until replacement Goods are received, or such deficiency or defect is remedied.

### **15. DEFAULT AND TERMINATION**

- 15.1 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 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.

15.2 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.

15.3 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

15.4 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.

15.5 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 Services;
- (d) withhold payment of any amount owing to the Contractor under this Agreement for the performance of the Services;
- (e) set-off the total cost of completing the Services incurred by the City against any amounts owing to the Contractor under this Agreement, and at the completion of the Services pay to the Contractor any balance remaining; and
- (f) if the total cost to complete the Services exceeds the amount owing to the Contractor, charge the Contractor the balance, which amount the Contractor will forthwith pay.

15.6 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.

## **16. CURING DEFAULTS**

16.1 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.

## **17. DISPUTE RESOLUTION**

17.1 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.

17.2 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.

17.3 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.

17.4 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.

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

18.1 The Contractor will, at its own expense, procure and carry full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in the supply of the Goods and Services. The City has the unfettered right to set off the amount of the unpaid premiums and assessments for the Workers' Compensation Board coverage against any monies owing by the City to the Contractor. The City will have the right to withhold payment under this Agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of the Goods and Services have been paid in full.

- 18.2 The Contractor will provide the City with the Contractor's Workers' Compensation Board registration number and a letter from the Worker's Compensation Board confirming that the Contractor is registered in good standing with the Workers' Compensation Board.
- 18.3 The Contractor agrees that it is the prime contractor for the Services for the purposes of the *Workers Compensation Act*. The Contractor will have a safety program in place that meets the requirements of the Workers' Compensation Board Occupational Health and Safety Regulation and the *Workers Compensation Act*. As prime contractor, the Contractor will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the Services. That person will be the person so identified in Schedule A-2 of this Agreement, and the Contractor will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.
- 18.4 Without limiting the generality of any other indemnities granted by the Contractor in this Agreement, the Contractor will indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgments, penalties and proceedings (including all actual legal costs) which any of the Indemnitees incur, suffer or are put to arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.
- 18.5 The Contractor will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensation Act* and Regulations pursuant thereto.
- 18.6 The City may, on twenty-four (24) hours written notice to the Contractor, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person. However, in no case will the City be responsible for ascertaining or discovering, through inspections or review of the operations of the Contractor or otherwise, any deficiency or immediate hazard.

## **19. BUSINESS LICENSE**

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

## **20. GENERAL PROVISIONS FOR GOODS**

- 20.1 Documentation for shipments of Goods from outside Canada will be provided by the Contractor by airmail and will include all documents as required by law or customary practice. All packages will 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)"



- 20.2 If this Agreement pertains to the fabrication, assembly or other processing of the Goods, representatives of the City will 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.
- 20.3 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.

## **21. APPLICABLE LAWS, BUILDING CODES AND BY-LAWS**

- 21.1 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia. The City and the Contractor accept the jurisdiction of the courts of British Columbia and agree that any action under this Agreement be brought in such courts.
- 21.2 The Contractor will provide the Goods and Services in full compliance with all applicable laws, building codes and regulations.
- 21.3 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.

## **22. JURISDICTION OF COUNCIL**

- 22.1 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. ENTIRE AGREEMENT**

- 23.1 This Agreement, including the Schedules and any other documents expressly referred to in this Agreement as being a part of this Agreement, contains the entire Agreement of the parties regarding the provision of the Goods and Services and no understandings or agreements, oral or otherwise, exist between the parties except as expressly set out in this Agreement. This Agreement supersedes and cancels all previous agreements between the parties relating to the provision of the Goods and Services.

## **24. AMENDMENT**

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

## **25. CONTRACTOR TERMS REJECTED**

- 25.1 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.

## 26. SURVIVAL OF OBLIGATIONS

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

## 27. CUMULATIVE REMEDIES

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

## 28. NOTICES

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

(a) The City:

City of Surrey

<img alt="redaction icon" data-bbox="295 515 325 530"/> **insert department/division/section name**>

13450 – 104 Avenue, Surrey, B.C., Canada, V3T 1V8

Attention: <img alt="redaction icon" data-bbox="295 567 325 582"/> **insert City contact name**>

<img alt="redaction icon" data-bbox="295 585 325 600"/> **insert title**>

Business Fax No.: <img alt="redaction icon" data-bbox="355 620 385 635"/> **insert**>

Business Email: <img alt="redaction icon" data-bbox="355 638 385 653"/> **insert**>

(b) The Contractor:

<img alt="redaction icon" data-bbox="295 702 325 717"/> **insert name and address**>

Attention: <img alt="redaction icon" data-bbox="295 736 325 751"/> **insert City contact name**>

<img alt="redaction icon" data-bbox="295 754 325 769"/> **insert title**>

Business Fax No.: <img alt="redaction icon" data-bbox="355 789 385 804"/> **insert**>

Business Email: <img alt="redaction icon" data-bbox="355 807 385 822"/> **insert**>

**29. UNENFORCEABILITY**

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

**30. HEADINGS**

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

**31. SINGULAR, PLURAL AND GENDER**

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

**32. WAIVER**

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

**33. SIGNATURE**

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

**34. ENUREMENT**

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

**35. STANDING OFFER TERM**

35.1 This Standing Offer program will be in effect for a period of one (1) year (the "Term").

35.2 The City may at any time prior to thirty (30) days before the end of the Term, by written notice to the Contractor, extend the Term for a period of time not to exceed four (4) additional one (1) year periods. If the City elects to extend the Term, the provisions of this Agreement will remain in force, including the Fees, except where amended in writing by the parties.

**36. ALLOCATION OF SERVICES**

- 36.1 The Contractor may be allocated Goods and Services depending on the City's needs. The City does not, in any way guarantee work. The allocation of Service assignments will be at the sole discretion of the City and the Contractor shall not have any claim for compensation, expense, damage or loss of profit from the City for any failure of the City to allocate any portion of the Services to a Contractor or to use its own City crew to perform any portion of the Services.
- 36.2 There will be no priority list, nor will the City guarantee any Goods and Services to any particular Contractor.

**IN WITNESS WHEREOF** the parties hereto, by their respective representatives duly authorized in that behalf, have caused this Agreement to be executed as of the date set out above written.

**This Standing Offer Agreement** is executed by the City of Surrey this \_\_\_\_ day of \_\_\_\_, 201\_\_.

**CITY OF SURREY**

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

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

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

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

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

**This Standing Offer 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)

## **SCHEDULE A**

### **SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES**

#### **1. SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES**

The City of Surrey invites Applications from experienced and qualified vendors to supply and deliver IP network cameras otherwise known as the “Goods”, on an “as and when” required basis and as per the requirements set out herein. The scope of the services is to include, but is not limited to, supplying the goods and post sale services such as providing warranty and support.

The City has the following objectives regarding the source of supply and the City’s current strategy of streamlining and continually improving its business processes. The City identified the following objectives of this RFA-SOA to enable the City to realize best value through, but not limited to:

- (i) Quality products at best value;
- (ii) On-time deliveries;
- (iii) Reduced lead times;
- (iv) Secured source of supply;
- (v) Firm pricing;
- (vi) Consistent product quality and specifications;
- (vii) Warranty and other value-added services;
- (viii) Superior level of customer service; and
- (ix) A strong, cooperative, proactive and long-term relationship with the Applicant.

The preceding list is provided as a sample of the Services that the Applicant may be required to perform. The City reserves the right to make minor amendments to this list as necessary. The actual Goods and Services required will vary from project to project.

The Contractor will be expected to provide all materials, labour and equipment necessary for meeting the requirements of the individual project or work request. All fixtures, materials and new equipment shall be pre-approved by the City’s Traffic Management section contact prior to commencement of any project.

#### **2. QUANTITY**

The quantity of any goods and level of services specified in the RFA-SOA are only an approximation of requirements given in good faith. In submitting an Application to this RFA-SOA, the Applicant acknowledges that any quantities provided are estimates only and testifies to its ability to accommodate increases or decreases in workload as they occur.

### 3. CLOSED-CIRCUIT CAMERAS REQUIREMENTS

The successful Contractor will supply and deliver network cameras for the purpose of traffic management. The City is requesting applications for various types of cameras listed below. Applicants may choose to submit applications for one or more camera types.

The cameras will be installed at various locations throughout the City in an outdoor environment. These locations may include but are not limited to intersections, streets, sidewalks, boulevards, laneways, right-of-way's or other properties owned by the City. All required accessories to supply power, such as POE injectors, shall be included with the camera.

The Application should provide pricing for all necessary accessories to mount or attach the cameras to a 1.75-inch diameter (approximate) metal extension pole supplied by the City, such as pole mounts and pendant kits.

The cameras must be compatible or demonstrated to be compatible with FLIR Cameleon ITS software, including pan-tilt-zoom functions. The preferred specifications for each type of cameras are listed below:

#### Pan-Tilt-Zoom (PTZ) Camera Type 1

- Pan-tilt-zoom capabilities
- Dome form factor
- Resolution: 1280x720 with options for lower resolutions
- Zoom: 30x optical zoom
- Pan range: 360 degrees endless
- Tilt: Minimum 180 degrees
- Minimum Frame Rate: 30 fps, user configurable
- H.264 and MJPEG video compression
- IPv4, IPv6, HTTP, HTTPS, SSL/TLS, FTP, SMTP, SNMP, NTP, RTSP, TCP, UDP, ICMP, DHCP, SSH, NTCIP protocol support
- IP network connectivity with static IP configurable
- Multiple, individually configurable streams
- Image stabilization
- Minimum IP66 Outdoor rated enclosure
- PoE+ IEEE 802.3at support
- Include: Compatible PoE injector
- Provide pricing for mounts
- Minimum 3-year warranty
- Axis Q6124-E or better

#### Pan-Tilt-Zoom (PTZ) Camera Type 2

- Pan-tilt-zoom capabilities
- Dome form factor

- Resolution: 1920x1080 with options for lower resolutions
- Zoom: 30x optical zoom
- Pan range: 360 degrees endless
- Tilt: Minimum 180 degrees
- Minimum Frame Rate: 30 fps, user configurable
- H.264 and MJPEG video compression
- IPv4, IPv6, HTTP, HTTPS, SSL/TLS, FTP, SMTP, SNMP, NTP, RTSP, TCP, UDP, ICMP, DHCP, SSH, NTCIP protocol support
- IP network connectivity with static IP configurable
- Multiple, individually configurable streams
- Image stabilization
- Minimum IP66 Outdoor rated enclosure,
- PoE+ IEEE 802.3at support
- Include: Compatible PoE injector
- Provide pricing for mounting accessories
- Minimum 3-year warranty
- Axis Q6125-LE or better

### Pan-Tilt-Zoom (PTZ) Camera Type 3

- Pan-tilt-zoom capabilities
- Resolution: 3840x2160 with options for lower resolutions
- Zoom: 30x optical zoom
- Pan range: 360 degrees endless
- Tilt: Minimum 180 degrees
- Frame Rate: Minimum up-to 30 fps, user configurable
- H.264 and MJPEG video compression
- IPv4, IPv6, HTTP, HTTPS, SSL/TLS, FTP, SMTP, SNMP, NTP, RTSP, TCP, UDP, ICMP, DHCP, SSH, NTCIP protocol support
- IP network connectivity with static IP configurable
- Multiple, individually configurable streams
- Image stabilization
- Minimum IP66 Outdoor rated enclosure,
- PoE+ IEEE 802.3at support
- Include: Compatible PoE injector
- Provide pricing for mounting accessories
- Minimum 3-year warranty

### 360° Panoramic Camera

- Single sensor panoramic (Fisheye) lens
- Horizontal and vertical field of view: 180°
- Resolution: 12MP with options for lower resolutions
- Minimum Frame Rate: 15 fps, user configurable
- H.264 and MJPEG video compression
- Dewarped views available
- IPv4, IPv6, HTTP, HTTPS, SSL/TLS, FTP, SMTP, SNMP, NTP, RTSP, TCP, UDP, ICMP, DHCP, SSH protocol support



- IP network connectivity with static IP configurable
- Multiple, individually configurable streams
- Minimum IP66 Outdoor rated enclosure,
- PoE+ IEEE 802.3at support
- Include: Compatible PoE injector
- Provide pricing for mounting accessories, including pendant kits
- Minimum 3-year warranty
- Axis M3058-PLVE or better

### 360° Quad Lens Camera

- Full 360° overview
- 4 adjustable camera heads with tilt functionality
- Resolution: 2MP per camera head with options for lower resolutions
- Minimum Frame Rate: 30 fps, user configurable
- H.264 and MJPEG video compression
- IPv4, IPv6, HTTP, HTTPS, SSL/TLS, FTP, SMTP, SNMP, NTP, RTSP, TCP, UDP, ICMP, DHCP, SSH protocol support
- IP network connectivity with static IP configurable
- Multiple, individually configurable streams
- Minimum IP66 Outdoor rated enclosure,
- PoE+ IEEE 802.3at support
- Integration with Axis Q60 series or Axis Q61 series
- Include: Compatible PoE injector
- Provide pricing for mounting accessories, including pendant kits
- Minimum 3-year warranty
- Axis Q6000-E MK II or better

## **4. GENERAL REQUIREMENTS**

### 4.1 Quality of Supplies and Replacement

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

### 4.2 Damage to Equipment

The Applicant shall bear the risk of and shall bear all loss or damage whatsoever which may occur on the equipment 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 Applicant shall immediately, at its own expense, replace, repair, restore or re-execute the equipment so damaged or which may have been destroyed.

## **5. RESPONSE TIME**

Except as otherwise authorized by the City, the Applicant is to provide Goods within six (6) weeks of order placement. Several orders may be placed within a twelve (12) month period, depending on the City's needs.

## **6. REQUEST FOR GOODS AND PRICING**

A written purchase order will be prepared by the City requesting the Goods, which will specify the description of the Goods, the quantity, the delivery destination, the billing address, the required delivery time and any other information as deemed necessary.

Each purchase order will constitute a draw down by the City. The draw down will constitute acceptance by the City of the Applicants offer under the Standing Offer, with respect to the particular Goods described in the draw down.

The City may request a specific delivery date. At the time of order, the City will clearly identify those orders that have a specific date requirement. Applicants should ensure that all efforts are made to accommodate such requests.

The Goods shall be delivered (with all delivery costs paid for by the supplier) to:

Cobra Electric Ltd.  
9688 - 190 Street  
Surrey, B.C.  
V4N 3M9

## **7. SHIPMENT AND RISK OF LOSS**

Contact after receipt of Order: If specified in the purchase order, upon receipt of a purchase order, the Contractor must acknowledge receipt and advise the City 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 Products 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 Products damaged in transit to the final destination are

the Contractor's responsibility, and the Products will not be considered delivered on the Delivery Date unless the Products are undamaged and ready for acceptance.

All deliveries shall be F.O.B. destination, freight prepaid, with all transportation and handling charges included in the price of the product 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 Goods 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.

**Delivery:** Unless otherwise arranged between the City and the Contractor, all Goods shall be shipped within 14 to 30 days after receipt of a purchase order, by a reliable and insured shipping company.

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

Contractor must supply the substituted item at the original price provided for in the order. Substitutions will only be permitted if and when City exercises its option to purchase additional quantities.

## **8. PRODUCT SUBSTITUTIONS**

### **Substitution of Units/Configurations**

The City acknowledges that individual units and configurations may stop being produced during the life of the resulting contracts. Substitution of different units and configurations will be permitted with the prior written approval of the City. This substitution is at the sole discretion of the City.

### **Addition of Units/Configurations**

The City acknowledges that, due to the evolution of technology, new, emerging units and configurations will develop. Addition of these new, emerging units to the PSS may be permitted, with the prior approval of the City. The addition of new, emerging units and

configurations is at the sole discretion of the Contractor, subject only to review and approval of the City.

**9. TECHNICAL SUPPORT**

The Contractor agrees to maintain a toll-free technical support telephone line. The line shall be staffed by qualified personnel who are able to respond to the City's questions and, to the extent possible, resolve the City's problems and provide advice about the Goods, including installation, configuration, integration and usage issues relating to the Goods. For all end user problems that cannot be resolved over the telephone, the Contractor must issue a trouble ticket for Maintenance Service (regardless of the class of service being provided).

**10. REPLACEMENT PARTS**

Unless otherwise restricted, replacement parts may be manufacturer-certified refurbished parts carrying original equipment manufacturer ("OEM") warranties.

**11. ACCEPTANCE AND ACCEPTANCE TESTING**

**A. Acceptance**

The City will determine whether all Goods and Services delivered meet the Contractor's published specifications (a.k.a. "Specifications"). No payment shall be made for any Goods or Services until the City has accepted the Goods or Services. The City will make every effort to notify the Contractor within thirty (30) calendar days following delivery of non-acceptance of a Good or completion of Service. 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 regard 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 B  
APPLICATION FOR A  
STANDING OFFER AGREEMENT**

**Request For Standing Offer Title: Supply and Delivery of Network Cameras**

**Request For Standing Offer Reference No.: 1220-060-2019-016**

**Legal Name of Applicant:** \_\_\_\_\_

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

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

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

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

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

TO:

City Representative: Richard D. Oppelt, Manager, Procurement Services

Address: Surrey City Hall  
Finance Department – Purchasing Section  
Reception Counter – 5<sup>th</sup> Floor West  
13450 – 104th Avenue  
Surrey, British Columbia, V3T 1V8, Canada

Phone: 604-590-7274

Fax: 604-599-0956

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

Dear Sir:

1. It is understood and agreed by the Applicant that should an Application 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 the 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 Applicant 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 an order (the “Order”) for 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 Applicant 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 offer is accepted by the City, such offer and acceptance will create a Standing Offer as described in:
  - (a) the Request;
  - (b) the specifications of Goods and scope of Services set out above and in Schedule A of the Request;
  - (c) the Standing Offer Agreement as Attachment 1 to this RFA-SOA;
  - (d) this Application;
  - (e) an Order (if any); and
  - (f) other terms, if any, that are agreed to by the parties in writing.
  
3. Capitalized terms used and not defined in this Application will have the meanings given to them in the Standing Offer. Except as specifically modified by this Application, all terms, conditions, representations, warranties and covenants as set out in the Standing Offer will remain in full force and effect.
  
4. The Applicant 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>
<ul style="list-style-type: none"> <li>• Destination</li> <li>• Freight Prepaid</li> </ul>		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.		
<b>Item #</b>	<b>Item Name</b>	<b>Delivery Time (in calendar days)</b>	<b>Unit Price</b>	
1. 1a.	PTZ Type 1 Mounting Accessories			
2. 2a.	PTZ Type 2 Mounting Accessories			
3. 3a.	PTZ Type 3 Mounting Accessories			
4. 4a.	360° Panoramic Mounting Accessories			
5. 5a.	360° Quad Lens Mounting Accessories			
CURRENCY: Canadian				

Goods and materials are to be itemized (in detail) and charged separately.

5. In addition to the warranties provided in the General Terms and Conditions this offer includes the following warranties (use the spaces provided and/or attach additional pages, if necessary):

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**Warranty Service Information:**

The City prefers a three-year minimum, parts and labour warranty for purchased equipment. Please provide pricing for optional extended warranty coverage where available.

Contractor should describe its full description of warranty if a defect in material or workmanship is discovered during the warranty period. This includes length of warranty, authorized service providers, type of coverage offered, etc.

**Please explain:** \_\_\_\_\_

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Contractor should provide information on what the Contractor will do to correct the problem.

**Please explain:** \_\_\_\_\_

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The Contractor should also describe the process to initiate and track a warranty call.

**Please explain:** \_\_\_\_\_

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**Replacement Parts Support:**

6. It is expected that the Contractor provide or be able to provide all requested replacement parts for the service life of the Goods.

Contractors should respond to the following:

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 Original Equipment Manufacturers (OEM) supplies of major components that will support the supply chain of components of the Goods.

**Please explain:** \_\_\_\_\_

\_\_\_\_\_

Describe how the Contractor's parts supply team member's abilities, experience and qualifications will meet the City's expectation of high level of support.

**Please explain:** \_\_\_\_\_

\_\_\_\_\_

State what parts and equipment the Contractor typically will carry in its parts service centre or directly supported through your supply chain by the other parties or OEMs.

**Please explain:** \_\_\_\_\_

\_\_\_\_\_

**Experience, Reputation and Resources:**

- 7. Applicant's relevant experience and qualifications in delivering Goods and Services similar to those required by the RFA-SOA (use the spaces provided and/or attach additional pages, if necessary):

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

- 8. Applicant's should describe its approach to quality control including details of methods used in ensuring quality of the Goods and/or Services, and response mechanisms in the case of errors, omissions, delays, etc. (use the spaces provided and/or attach additional pages, if necessary):

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

- 9. Applicant's should provide references (name and telephone number) (use the spaces The City's preference is to have a minimum of three commercial or government references and should demonstrate the ability of the Applicant to perform jobs similar in scope, size, nature and complexity of this RFA-SOQ. Previous clients of the Applicant may be contacted at the City's discretion.

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



10. Provide the number of Goods similar to the proposed model delivered in the past five (5) years, including time frames for delivery. Provide a copy of recall notices and defects notices issued for the proposed model during the previous five (5) years along with the number of affected Goods in service.

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11. I/We have reviewed the General Terms and Conditions attached to this RFA-SOA as Schedule B. If requested by the City, I/we would be prepared to enter into an agreement that incorporates the General Terms and Conditions, amended by the following departures (list, if any):

<b>Section</b>	<b>Requested Departure / Alternative(s)</b>
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12. The City of Surrey requires that the successful Applicant have the following in place before performing the Services:

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

<b>Section</b>	<b>Requested Departure / Alternative(s)</b>
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13. The Applicant acknowledges that the departures it has requested in Sections 10 and 11 of this Application will not form part of the Agreement unless and until the City agrees to them in writing by initialling or otherwise specifically consenting in writing to be bound by any of them.

**Supplemental Questions:**

14. ECOMMERCE. Contractor should describe their ability or commitment to accept and process purchase orders electronically, as well as online payment via a purchase card, including the ability to accept electronic funds transfer:

**Please explain:** \_\_\_\_\_  
\_\_\_\_\_

15. On-Call Support and/or Site Service:

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

**Please explain:** \_\_\_\_\_  
\_\_\_\_\_

What technical and engineering support could be provided by OEM that supports the major components in each Good? Please provide letters of assurance from OEM's if possible.

**Please explain:** \_\_\_\_\_  
\_\_\_\_\_

What and how would technical liaison and field service will be supplied to the City by the Contractors:

**Please explain:** \_\_\_\_\_  
\_\_\_\_\_

How field service team member's abilities, experience and qualifications could meet the City's expectation of a high level of support? Contractors are encouraged to provide an organizational chart showing current B.C. based personnel name and titles.

**Please explain:** \_\_\_\_\_  
\_\_\_\_\_

Contractor should explain your warehousing capability and logistics approach with respect to the ability of handling outgoing deliveries to the City. Describe your supply chain:

**Please explain:** \_\_\_\_\_

\_\_\_\_\_

16. Before device models reach end of life and are retired from your offering, do you advise the City and provide no-cost evaluation of potential successor model configurations?

**Please explain:** \_\_\_\_\_

\_\_\_\_\_

17. Contractor should explain, if any, additional software, modules, or features that is available with the camera(s) which would assist with traffic monitoring, such as collision detections, vehicle counting, etc.

**Please explain:** \_\_\_\_\_

\_\_\_\_\_

18. I/We the undersigned duly authorized representatives of the Applicant, having received and carefully reviewed the RFA-SOA including without limitation the General Terms and Conditions, submit this Application in response to the RFA-SOA.

This Application is offered by the Applicant this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

### **APPLICANT**

I/We have the authority to sign on behalf of the Applicant.

\_\_\_\_\_  
(Legal Name of Applicant)

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

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

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