



## **REQUEST FOR APPLICATIONS FOR STANDING OFFER AGREEMENTS**

**Title: SUPPLY AND DELIVERY OF SELF CONTAINED BREATHING APPARATUSES, COMPRESSED AIR CYLINDERS, INTEGRATED COMMUNICATIONS COMPONENTS, AND ACCESSORIES AND SERVICES**

**Reference No.: 1220-060-2019-011**

**FOR SURREY FIRE SERVICES**

(General Services)

Issue Date: March 29, 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 qualified and experience applicants to submit an application on the form attached as Schedule B (the “Application”) for the supply of the goods and services as described in Schedule A – Specifications of Goods and Scope of Services to Attachment 1 - Agreement (the “Goods and Services”), including the performance of the warranty obligations as described in the Agreement, which include a 15 year full component warranty. 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 objective of this RFA-SOA is to select an Applicant or Applicants who can supply and deliver self-contained breathing apparatus (the “Goods”), including cylinders, integrated communication components, warranty services, training, customer service support and value-added parts and services.

Within the context of the Surrey Fire Services (the “SFS”) Goods equipment replacement program, the successful Applicant or Applicants should ideally enable the SFS to receive:

- Quality goods and services at maximum value;
- Timely delivery of goods and services at the lowest cost to the SFS;
- Consistent and the best pricing available for the goods and services; and
- A strong cooperative and proactive relationship with an Applicant or Applicants who can provide ongoing communications and goods and services that reflect both current and future technological advances in Goods, compressed air cylinders, and integrated communications components, as required.

This RFA-SOA applies to and governs the preparation of Applications in response to the RFA-SOA.

### **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

An 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 in accordance with RFA-SOA.

#### (b) Hard Copy

If the Applicant chooses NOT to submit by email, the Applicant should submit one original unbound Application and two (2) copies (three (3) 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 Section  
Reception Counter – 5<sup>th</sup> Floor West  
13450 – 104<sup>th</sup> Avenue, Surrey, B.C., V3T 1V8, Canada

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

If an Applicant submits both a hard copy and an electronic copy of its Application, then the City may refer only to the electronic copy for the purposes 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 **April 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: 1220-060-2019-011

Inquiries should be made no later than seven (7) business days before the closing date. The City reserves the right not to respond to inquiries made within seven (7) business days of the closing date. Inquiries and responses will be recorded and may be distributed to all Applicants at the discretion of the City.

Applicants finding discrepancies or omissions in the Agreement or the RFA-SOA or having doubts as to the meaning or intent of any provision, should immediately notify the City Representative.

## 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 **unit 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 and PST. 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 Goods 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.

Unit prices shall be held firm for the term of the Agreement.

Unit prices must be quoted in Canadian currency

## **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, a 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. SUBSEQUENT ORDERS**

An Application should include prices for subsequent Orders, if any, as called for in Schedule B – Application. The subsequent Orders prices will only apply if the City elects to proceed with the subsequent Orders.

Notwithstanding that the City may elect not to proceed with a subsequent Orders, the prices for any subsequent Orders, including the extended totals for any subsequent Orders unit prices, will be included in the Application Price for the purpose of any price comparisons between Applications.

## **13. 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.

## **14. 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 – Design and Performance;
- (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.

## **15. 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;
- (d) seek confirmation that the inclusion of any personal information about an individual in an Application has been consented to by that individual; and
- (e) request in writing that the Applicant provide a pre-award sample along with certificates of compliance may be required after the RFA-SOA closing date. The Applicant must ensure that the required pre-award sample is manufactured in accordance with the technical requirement and is fully representative of the Application submitted. Rejection of the pre-award sample will result in the Application being declared non-responsive. The SFS specifications shall govern. The Applicant should be able to deliver the required pre-award sample and certificates of compliance at no charge to the SFS and should ensure that they are received within 15 calendar days from the request. The sample submitted by the Applicant will remain the property of the Applicant. The pre-award sample will be evaluated for quality of workmanship and conformance to the RFA-SOA specifications. The requirement for a pre-award sample and certificates of compliance will not relieve the successful Applicant or Applicants from submitting sample(s) and certificates of compliance as required by the contract terms or from strictly adhering to the technical requirement of this RFA-SOA and any resultant contract.

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.

## **16. 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 and its decision to submit an Initial Order or and Subsequent Order 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.

## **17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. CONFLICT OF INTEREST**

An Applicant should 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.

**22. SOLICITATION OF COUNCIL MEMBERS, AND CITY STAFF**

Applicants and their agents will not contact any member of the City Council and City staff with respect to this RFA-SOA, other than the contact person named in Section 5 of this RFA-SOA, at any time prior to the award of a Standing Offer or the cancellation of this RFA-SOA.

**23. 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.

**24. EXTENSION OF OFFER**

The successful Applicant or Applicants agrees to allow other local public agencies with similar needs in adjoining municipalities to participate in this RFA-SOA. Additional public agencies may opt to enter into a contract with the successful Applicant or Applicants for the purchase of the Goods and Services described in this RFA-SOA based on the terms, conditions, prices, and percentages (if any) offered by the Applicant or Applicants to the City with possibly only minor changes negotiated. This condition is intended to be means of promoting cooperative purchasing efforts with the public sector, and provide additional value to the Applicant. Any additional contract would be subject to mutual agreement between the Applicant and other public agencies.

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

REFERENCE RFA-SOA TITLE: SUPPLY AND DELIVERY OF SELF CONTAINED BREATHING APPARATUSES, COMPRESSED AIR CYLINDERS, INTEGRATED COMMUNICATIONS COMPONENTS, AND ACCESSORIES AND SERVICES

RFA-SOA No.: 1220-060-2019-011

### 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 and the Contractor agrees to provide the Goods and Services.

**SUPPLY AND DELIVERY OF SELF CONTAINED BREATHING APPARATUSES, COMPRESSED AIR CYLINDERS, INTEGRATED COMMUNICATIONS COMPONENTS, AND ACCESSORIES AND SERVICES.**

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

### DEFINITIONS AND INTERPRETATION

1. In these General Terms and Conditions:

- (a) “Agreement” means this agreement and all schedules attached hereto;
- (b) “City” means the City of Surrey;
- (c) “Contractor” means a person whose Application has been accepted by the City and who may provide the Goods and Services under this Agreement;
- (d) “Delivery Date” means the delivery date(s) for the applicable Goods and Services, as set out in Section 11;
- (e) “Delivery Location” has the meaning as set out in Section 12;

- (f) "Department Representative" means the Surrey Fire Chief or designate as the City's designated representative;
  - (g) "Fees" has the meaning set out in Section 22;
  - (h) "Fleet Defect" has the meaning set out in Section 64;
  - (i) "Good Industry Practice" has the meaning set out in Section 16(c);
  - (j) "Goods" means the equipment or materials (if any) as described generally in Schedule A – Specifications of Goods and Scope of Services, including anything and everything required to be done for the fulfilment and completion of this Agreement;
  - (k) "Indemnities" has the meaning set out in Section 79;
  - (l) "Order" means a written order [Purchase Order] executed by the City for specified Goods and/or Services;
  - (m) "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;
  - (n) "Standing Offer" means a standing offer agreement between the City and the Applicant, the nature of which is discussed in Section 4; and
  - (o) "Subsequent Orders" means the work which may be described in Schedule B – Application Extracts as such.
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.
3. The following attached Schedules are a part of this Agreement
- Schedule A – Specifications of Goods and Scope of Services; and  
Schedule B – Application Extracts.

## **NATURE OF AGREEMENT**

4. It is understood and agreed by the Contractor 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 Contractor for the duration of the term of the Standing Offer. The parties agree that the City may purchase identical or similar Goods and Services from any other source.

## **GOODS AND SERVICES**

5. The Contractor covenants and agrees that it will, if ordered by the City, provide the Goods and 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 B of this Agreement and as described in the Application.
6. The City may from time to time, by written notice to the Contractor, make changes in the specifications of the Goods and scope of Services. The Fees will be increased or decreased by written agreement of the City and the Contractor according to the rates set out in the Application.
7. 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.
8. 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.
9. 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.

### Production Requirements

10. The City has the right to request one or more production samples at its discretion at any time during the contracting and production stage in order to ensure technical compliance with the requirements of the Agreement. This request will be done in writing by the City. Rejection by the City of one or more production samples for failing to meet the Agreement requirements will be grounds for termination of the Agreement for default. The sample(s) submitted by the Applicant will be returned to the Applicant.

### **SUPPLY AND DELIVERY OF GOODS**

11. The Contractor will supply and deliver the Goods that meet the specifications set out in Schedule A – Specifications of Goods and Scope of Services of this Agreement.

Upon submission of an Order, the Contractor must deliver the Goods and Services identified in the Order within the delivery schedules contained in Schedule B, or as may be agreed in writing by the City.

Timely delivery is of the essence and the Contractor will be responsible to ensure that such delivery is made, and will notify the Department Representative immediately in writing of any anticipated delays and the reasons therefore.

Goods will not be deemed or construed to be delivered until actually received by the City at the Delivery Location.

### **DELIVERY LOCATION**

12. The Contractor will take steps as required so that all the Goods are properly prepared for delivery and the Goods shall be delivered, F.O.B. Destination prepaid, Surrey Fire Services Training Centre, 14923 – 64<sup>th</sup> Avenue, Surrey, British Columbia, CANADA between the hours of 8:00 a.m. to 3:30 p.m. Monday through Friday (the “Delivery Location”). The Contractor shall ensure the integrity of the Goods during transportation, handling and temporary storage. Due regard shall be given by the Contractor to protection from loss and pilferage, physical damage, and the effect of the elements and environmental conditions. Any loss, damage, or repair cost resulting from delivery to the Delivery Location will be the Contractor’s sole responsibility.

### **MARKETABLE TITLE**

13. The Contractor warrants that it has or will at the time of transfer of title as described in Section 14 have good and marketable title to the Goods, free and clear of all liens restriction, reservations, encumbrances or claims of any kind and that it will defend the City’s title to the Goods. 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.



## **TRANSFER OF TITLE**

14. Title and all other property rights in and to all tangible personal property, and in and to all parts of tangible personal property that are or are intended to be part of the Goods or are otherwise provided to the Delivery Location by or on behalf of the Contractor under this Agreement, including consumables, products, materials, equipment, tools, supplies and other items, but not the risk of loss with respect to such tangible personal property, the risk of which will remain with the Contractor until such time as specified in Section 15, will pass to the City free and clear of all encumbrances at the time the Goods are delivered to the Delivery Location.

## **RISK OF LOSS**

15. Risk of loss with respect to the Goods will remain with the Contractor and will not transfer to the City unless and until the City accepts and takes possession and control of the Goods. No loss, injury or destruction of the Goods shall release the Contractor from any obligations under this Agreement.

## **STANDARD OF PERFORMANCE**

16. The Contractor will supply and deliver the Goods and perform the Services as described in this Agreement in accordance with:
  - (a) this Agreement;
  - (b) all applicable laws; and
  - (c) the standards, practices, methods and procedures to the best professional and commercial standard in the industry with respect to the design, manufacture, assembly and delivery of self contained breathing apparatus similar to the Goods, conforming to all applicable laws and exercising that degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a qualified, skilled and experienced person engaged in a similar type of undertaking under the same or similar circumstances ("Good Industry Practice").

If more than one standard, including governmental requirements, work practices and procedures, and specifications, applies to the supply and delivery of the Goods or the performance of other services as described in this Agreement, then the strictest of such will apply.

## **TESTS AND INSPECTIONS**

17. The Contractor shall as part of the supply and delivery of the Goods perform, or cause to be performed all tests, inspections and approvals for the Goods as required by this Agreement, and if a test, inspection or approval requires a representative sample of materials or workmanship the Contractor shall at the Contractor's own expense supply the labour and materials necessary to provide the sample.

18. If any portion of the work is designated for special tests, inspections or approvals (either as a requirement in this Agreement, or by the Department Representative's instructions, or by the laws or regulations applicable to the Goods), then:
  - (a) if the Department Representative elects to perform or arrange for the test, inspection or approval, the Department Representative shall give the Contractor timely notice requesting such test, inspection or approval; and
  - (b) if other authorities are to perform the test, inspection or approval, the Contractor shall arrange for such test, inspection or approval and shall give the Department Representative timely notice of the date and time for such test, inspection or approval.
19. The Department Representative will be entitled to observe all tests, inspections and approvals of the Goods, including factory or other tests performed at the Contractor's facility or at the facility of any subcontractor or supplier of the Contractor, and the Contractor will give written notice to the Department Representative of such tests, inspections and approvals for the Goods.
20. The Contractor shall promptly provide to the Department Representative with two (2) copies of all certificates, inspection and testing reports required by the Agreement or order by the department representative.
21. The Contractor should provide to the City written notice of delivery of the Goods not less than five (5) days prior to the expected date of delivery of the Goods to the Delivery Location, in the event that the Department Representative elects to conduct testing or inspection prior to accepting delivery of the Goods. An authorized representative of the Contractor shall supervise delivery to the City.

## **FEES**

22. The City will pay to the Contractor the fees as set out in Schedule B (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.
23. The Fees will be the entire compensation owing to the Contractor for the complete performance of the Contractor's obligations under each Order 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.
24. 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.
25. 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.

26. 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.
27. The Fees will be in Canadian funds, F.O.B. Destination, Freight Prepaid to the Delivery Location.
28. 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.

## **PAYMENT**

29. 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 percentage of Goods and Services delivered; taxes (if any); and grand total of the invoice.
30. If the City reasonably determines that any portion of an invoice is not payable, then the City will so advise the Contractor.
31. 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.
32. 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.
33. 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.
34. 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.
35. Unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of Canada.
36. 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.

### **USE OF WORK PRODUCT**

37. 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.

### **PERSONNEL AND SUBCONTRACTORS**

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

39. 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.

The Contractor is responsible for supervising and coordinating all Goods and Services delegated to the sub-contractor(s) and for the proper execution of the Goods and Services.

40. 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.
41. Except as provided for in Section 39, 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.
42. 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.

#### **LIMITED AUTHORITY**

43. 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.
44. 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.

#### **CONFIDENTIALITY AND DISCLOSURE OF INFORMATION**

45. 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.

46. 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.
47. 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.

## **WARRANTY**

48. The Contractor warrants that the Goods shall:
  - (a) be new and of recent manufacture, carrying full manufacturers', distributors' and installers' or suppliers' warranties unless otherwise required or permitted under this Agreement;
  - (b) be of best quality, unless otherwise specified in this Agreement;
  - (c) be free from defects in design, materials, faults and faulty operation, and free from latent defects;
  - (d) conform in all respects to the terms of this Agreement, all applicable laws, Good Industry Practice, and all applicable manufacturers' recommendations;
  - (e) 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; and
  - (f) 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.
49. 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.
50. 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.

51. The Contractor shall assist the City to register any and all warranties upon delivery of purchased equipment, ensuring that all warranties are valid.

#### **ADDITIONAL WARRANTIES**

52. Without limiting the generality of Section 49, the Applicant shall provide each of the following additional warranties with respect to each of the Goods, with the following minimum terms, each commencing from the date that the particular Good is accepted by the City in accordance with this Agreement:
  - (a) a full 15 years component warranty. This warranty shall cover all components of the Goods equipment in materials or workmanship for the warranty period of the covered Goods; and
  - (b) The Contractor warrants the accuracy of the information provided in its Application, and attached hereto in Schedule B related to:
    - procedures for warranty/defective equipment return and repair; and
    - 100% level of service or zero (0) down time for all warranty/service work.

#### **ASSIGNMENT OF WARRANTIES**

53. Without limiting the generality of Section 49 or Section 52, the Contractor shall assign to the City any warranty or service guarantee offered by a third party manufacturer, distributor, installer or supplier of the Goods. Where the Goods are manufactured by a third party, the Contractor authorizes the City to perform any warranty or service work at the authorized service centres as described in Schedule B. Nothing in this Section 65 relieves the Contractor from any responsibilities under any of the warranty provisions in this Agreement.

#### **ON-CALL SUPPORT AND ON-SITE SERVICE**

54. The Contractor shall, at its own expense, make available a competent service representative(s) available on request to assist City staff in the resolution of problems that may arise during any applicable warranty period.
55. The Contractor shall be available to provide on-site service support, commencing on the date that the first of the Goods are delivered to the Delivery Location, and ending two (2) years after the last of the Goods are delivered to the Delivery Location.
56. Nothing in Section 54 or Section 55 relieves the Contractor from any responsibilities under any of the warranty provisions in this Agreement.

## WARRANTY REPAIR OR REPLACEMENT

57. On written notice from the City under this Section 57 of any defects or latent defects discovered in the Goods within any applicable warranty period, including in any materials or equipment incorporated into the Goods, or other non-compliance with this Agreement covered by any warranty under this Agreement, given to the Contractor promptly following such defect of non-compliance becoming apparent, the Contractor will promptly, upon being given access to the affected Goods by the City, commence to remedy such non-compliance, and any damage to the Goods and any other equipment or property resulting from the non-compliance, and will without delay proceed to complete the repair and remediation so that the affected Goods are in compliance with this Agreement.
58. After completing the repair and remediation of the affected Goods the Contractor may apply to the Department Representative for acceptance of that repair and remediation. The Department Representative will, no later than fourteen (14) days after the receipt of such an application, inspect the repaired or remediated Goods and will, no later than a further seven days after the inspection, notify the Contractor in writing of the acceptance, or the reasons for refusal, of the application. If the application is refused, then the Contractor will address the reasons for refusal and may re-apply for acceptance of the repaired or remediated Goods in accordance with this Section 58. If for any reason the Department Representative fails, within thirty (30) days of an application by the Contractor under this Section 58, to accept or give reasons for the refusal of that application, the Department Representative will be deemed to have accepted that application.
59. If the repair or remediation of the affected Goods cannot promptly be commenced and/or completed by the Contractor because of an interruption or unavailability of access because of the occurrence of any emergency circumstances or the operational interests of the City, then the Contractor will use commercially reasonable efforts to recommend a temporary repair acceptable to the City and will carry out such a temporary repair in a timely manner and then complete the final repair promptly when full access is available. If the City for its operational convenience delays providing access to the Contractor to complete the final repair then additional costs of the final repair resulting from such delay will be a change to this Agreement in accordance with Section 3.
60. If the Contractor reasonably determines that a temporary repair of the affected Goods is not possible or advisable in the circumstances, it will promptly advise the City, providing reasons and a recommendation as to whether the City can safely continue to use and operate the affected Goods without material risk of incurring additional incremental loss, damage, cost or expense beyond that already suffered as a result of the non-compliance with this Agreement. If the City continues to use the affected Goods notwithstanding the Contractor's recommendation, then the Contractor will be relieved of all further warranty obligations to the extent of any incremental defects arising out of such continued use and operation of the affected Goods.
61. The Contractor will carry out all repair and remediation of the affected Goods, including any temporary repair accepted by the City as described in Section 60, at its own cost and without any right to reimbursement by the City with respect to such costs. The Contractor will be responsible for all costs associated with such repairs and replacements and will indemnify and save harmless the Indemnitees from any resulting damages. Other Goods, components of Goods or property damaged due to the defects, or in repairing such defects, will also be restored by the Contractor in accordance with Sections 57 through 60,



without additional payment by the City, to a state at least as good as prior to the removal of or damage to that other Goods or property due to the defects, or prior to the repair to such defects.

62. The Contractor shall be liable for all losses, damages, claims, costs or expenses incurred by the City in connection with any defect, latent defect or non-compliance covered by any warranty under this Agreement. Notwithstanding the foregoing, the Contractor will not be liable for any losses, damages, claims, costs or expenses suffered by the City as a result of the Contractor's inability to promptly commence and/or complete any repair or remediation of the affected Goods because of an unavailability or interruption of access, as provided above, not caused by any act, error or omission of the Contractor or any of its employees, agents, representatives or subcontractors, or any other person for whom the Contractor is legally responsible.
63. Nothing in Sections 57 through 62 will be interpreted as precluding the City from carrying out repair or remediation of the Goods as permitted under this Agreement.

#### **FLEET DEFECTS**

64. If any defect or latent defect discovered in the Goods, including in any materials or equipment incorporated into the Goods, or other non-compliance with this Agreement, that covered by a warranty under Section 49, Section 52 or Section 67 is identified in respect of any of the Goods within the applicable warranty period, and if such defect, latent defect or non-compliance reasonably can be expected in respect of the other Goods (each such defect, latent defect or non-compliance, a "Fleet Defect"), then the Contractor will remedy such Fleet Defect in respect of all the Goods to the satisfaction of the Department Representative, and Sections 58 through 62 will apply, whether or not the design, manufacture or assembly of those Goods has been completed, or has not yet begun, and whether or not such Fleet Defect is apparent in such other Goods, and whether or not the applicable warranty period described in Section 49, Section 52 or Section 67 with respect to such other Goods has expired, except to the extent that the Contractor can demonstrate to the satisfaction of the Department Representative acting reasonably that the applicable Fleet Defect does not exist, and will not arise, in connection with the other Goods. Nothing in this Section 64 will be interpreted as precluding the City from carrying out repair or remediation of the Goods as permitted under this Agreement.

#### **FAILURE TO REMEDY DEFECTS**

65. If the Contractor fails to remedy any defect or damage within a reasonable time following notice thereof, then a date may be fixed by the Department Representative on or by which the defect or damage is to be remedied. The Contractor will be given reasonable written notice of this date. If the Contractor fails to remedy the defect or damage by such date and the remedial work was to be executed at the cost of the Contractor under Section 57 or Section 64, then the City may, at its option:
  - (a) carry out the repair or remediation using the City's own forces or others, in a reasonable manner and at the Contractor's sole cost and risk. The Contractor will pay to the City, within thirty (30) days after receipt of an invoice, the costs reasonably incurred by the City in remedying the defect or damage;

- (b) require the Department Representative to determine a reasonable reduction in the Purchase Price; or
- (c) if the defect or damage deprives the City of substantially the whole benefit of the Goods or any one of the Goods, terminate the Contract as a whole, or in respect of those of the Goods which cannot be put to the intended use. Without prejudice to any of its other rights and remedies under this Agreement or otherwise but subject to the provisions of this Agreement, the City will then be entitled to recover all sums paid for the Goods or for any one of the Goods (as the case may be), plus financing costs and the cost of dismantling such Goods and returning such Goods to the Contractor.

66. If the City performs any repair or remediation under Section 65, then:

- (a) the City shall perform the repair or remediation using parts specified by the Contractor specifically for such repair;
- (b) the Contractor will supply and deliver to the City all parts required to warranty repairs by the City at no additional cost to the City. Such parts shall be shipped prepaid to the City from any source selected by the Contractor, without delay. Parts supplied by the Contractor shall be original equipment supplier (OEM) parts;
- (c) notwithstanding Section 66(b), the City may, at its discretion and on notice to the Contractor, use Contractor-specified parts available from the City's own stock;
- (d) the Contractor may request that damaged parts covered be returned by the City to the manufacturing plant, in accordance with the Contractor's written instructions and at the Contractor's cost;
- (e) the Contractor shall, within sixty (60) days of receipt of an invoice from the City, reimburse the City for repairs or remediation carried out by the City as follows:
  - (i) if the City uses any Contractor-specified parts available from the City's own stock, the Contractor shall reimburse the City for the use of such parts at the current market price of such parts, plus applicable taxes and a 15% handling cost;
  - (ii) in respect of the City's labour costs, the amount shall be determined by multiplying the number of man-hours actually required by a City designated technician to perform the repair or remediation at a straight time per hour shop rate which will include fringe benefits in effect at time the repair or remediation is performed; and
  - (iii) the cost of towing the affected Goods to the City's usual repair facility, if required; and
- (f) monthly, or at times to be mutually agreed upon, reports of all repairs or remediation carried out by the City shall be submitted by the City to the Contractor, outlining the costs incurred by the City with respect to such repairs

and remediation in the month, or such other period, as the case may be. The Contractor shall provide forms for these reports.

### **WARRANTY FOR REPAIRED OR REPLACED GOODS**

67. The warranties set out in Section 49 and Section 52 will apply to all Goods or components of Goods repaired or replaced under Section 57 or Section 64, whether or not such repair is performed by the Contractor, a third party authorized by the Contractor, or by the City as permitted under Section 65, and a new warranty period for such repaired or replaced Goods, or components of Goods, as the case may be, will commence from the date that the repair or replacement of such Goods, or components of Goods is accepted under Section 58, and extend for the warranty time period indicated in Section 49 and Section 52, as applicable.

### **FAILURE ANALYSIS**

68. The Contractor shall, upon written notice from the City, prepare and submit to the City a failure analysis of any component of the Goods which have been removed or replaced pursuant to Section 57, Section 64 or Section 65 that could affect the City's operation of any of the Goods. Such report shall be delivered to the City within sixty (60) days of the Contractor's receipt of such component.

### **LIQUIDATED DAMAGES FOR UNAVAILABILITY OF GOODS FOR SERVICE**

69. Without limiting any other remedy that the City may have under this Agreement or at law, if due to any defect, latent defect or non-compliance that is covered by any warranty under Section 49, Section 52 or Section 67, or if due to a Fleet Defect, or if due to any repairs or remediation required in connection with such defect, latent defect or non-compliance, or Fleet Defect:
- (a) any of the Goods are unavailable for service, then the Contractor shall pay the City as liquidated damages for the unavailability of the Goods for service the sum of minimum Five Hundred (\$500) Dollars for each calendar day that each of the Goods is unavailable for service; and
  - (b) any of the Goods are unavailable for service and the City, in its sole discretion, activates reserve equipment in order to maintain service, then the Contractor shall pay the City as liquidated damages for the cost of activating such reserve equipment the sum of One Thousand Five Hundred (\$1,500) Dollars for each calendar day that each such reserve equipment is activated.
70. The parties agree that the amounts described in Section 69 are liquidated damages and not a penalty, and that the amounts stipulated reflect a genuine and reasonable pre-estimate of the costs which the City would incur should the specified circumstances arise. The Contractor hereby authorizes the City to deduct the amount of such liquidated damages from any sums otherwise due to the Contractor under the Agreement. If the monies due to the Contractor are insufficient or no monies are due to the Contractor, the Contractor shall pay the City within thirty (30) calendar days after receipt of written demand by the City. The amounts specified herein are the City's sole remedy for the losses specifically described in Section 69.

## **PARTS AVAILABILITY GUARANTEE**

71. The Contractor hereby guarantees to provide, within reasonable periods of time the spare parts, software and all equipment necessary to maintain and repair the Goods supplied under this Agreement for a period of at least fifteen (15) years after the date of delivery of the Goods contained in an Order. Parts shall be interchangeable with the original parts installed in the Goods and shall be manufactured in accordance with the quality assurance provisions of this Agreement. Prices shall not exceed the Contractors then current published catalog prices.
72. Where the parts ordered by the City are not received within two (2) working days of the agreed upon delivery date and the Goods are out-of-service due to the lack of said ordered parts, then the Contractor shall provide the City immediately upon the City's verbal or written request, the original suppliers' and/or manufacturers' parts numbers, company names, addresses, telephone numbers and contact persons names for all of the specific parts not received by the City.
73. Where the Contractor fails to honour this parts guarantee or parts ordered by the City are not received within seven (7) days of the agreed upon delivery date, then the Contractor shall provide to the City within seven (7) days of the City's verbal or written request, the design and manufacturing documentation for those parts manufactured by the Contractor and the original suppliers' and or manufacturers' parts numbers, company names, address, telephone numbers and contact persons names for all of the specific parts not received by the City. The Contractor's design and manufacturing documentation provided to the City shall be for the City's sole use in regard to the Goods and for no other purpose.

## **INSURANCE**

### **74. Contractor's Insurance Policies**

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

- (a) commercial general liability insurance on an occurrence basis, in an amount not less than five million (\$5,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Contractor, its employees and agents. The insurance will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and operators liability, broad form products and completed operations, owners and Contractors protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers' liability, broad form loss of use, personal injury, and incidental medical malpractice. The City will be added as additional insured;
- (b) 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 performing any professional services in respect of the Goods from liability resulting from errors or omissions performing any professional services in respect of the Goods.
75. The Contractor will provide the City with evidence of the required insurance prior to the commencing any work under 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.
76. 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.
77. 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.
78. The Contractor hereby waives all rights of recourse against the City for loss or damage to the Contractor's property.

## **INDEMNITIES**

79. The Contractor will indemnify and save harmless the City and all of its elected and appointed officials, officers, employees, servants, representatives and agents (collectively the "Indemnitees") from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities expenses and judgments (including all actual legal costs) for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons which any of the Indemnitees incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Contractor of any obligation of this Agreement, or any wrongful or negligent act or omission of the Contractor or any employee or agent of the Contractor.
80. The Contractor will indemnify and save harmless 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. Without limiting the foregoing, if any part of the Goods uses any patent, copyright or trademark, foreign or domestic, or anything else which infringes the rights of others or

which is alleged to infringe the rights of others, the Contractor shall, at its own cost and expense, immediately:

- (a) procure for the City an irrevocable, perpetual, nonexclusive, fee free, royalty free, non assignable license for the City to use such patent, copyright or trademark, foreign or domestic, or any other rights for the purpose of operating, maintaining and repairing the Goods;
- (b) replace or alter the infringing or allegedly infringing parts with non infringing parts of equal or better quality so as to meet or exceed the requirements of the Agreement; or
- (c) if permitted the City in writing, forthwith refund the amount paid by the City to the Contractor under the Agreement with respect to the infringing or allegedly infringing parts.

### **CITY RESPONSIBILITIES**

- 81. The City will, in co-operation with the Contractor, make efforts to make available to the Contractor information 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.
- 82. 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.
- 83. 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.

### **DEFICIENCIES**

- 84. 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
- 85. The City may hold back from payments otherwise due to the Contractor up to 150% of a reasonable estimate, as determined by the City, on account of deficient or defective materials. This holdback may be held, without interest, until replacement Goods are received or such deficiency or defect is remedied.

## DEFAULT AND TERMINATION

86. 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.
87. 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.
88. 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 that have been previously ordered. 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
89. 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.
90. If the City terminates this Agreement 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.

- 91. 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.

## **CURING DEFAULTS**

- 92. 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.

## **DISPUTE RESOLUTION**

- 93. 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.

### 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.

### 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.

### 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.



## WCB AND OCCUPATIONAL HEALTH AND SAFETY

94. 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.
95. 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.
96. 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 this Agreement, and the Contractor will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.
97. 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.
98. 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.
99. 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.
100. The Applicant understands and undertakes to comply with all the Workers' Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information Systems (WHMIS)" Regulations. All "Material Safety Data Sheets (MSDS)" will be shipped along with the Goods and any future MSDS updates will be forwarded.

## **BUSINESS LICENSE**

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

## **GENERAL PROVISIONS FOR GOODS**

102. 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)"

103. 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.
104. 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.

## **APPLICABLE LAWS**

105. 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.
106. The Contractor will provide the Goods and Services in full compliance with all applicable laws, and regulations.
107. 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.

## **JURISDICTION OF COUNCIL**

108. 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.

## ENTIRE AGREEMENT

109. 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.

## CONTRACTOR TERMS REJECTED

110. 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.

## SURVIVAL OF OBLIGATIONS

111. 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.

## CUMULATIVE REMEDIES

112. 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.

## NOTICES

113. 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="295 722 325 735"/> **insert department/division/section name**>

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

Attention: <img alt="redaction icon" data-bbox="295 774 325 787"/> **insert City contact name**>

<img alt="redaction icon" data-bbox="295 792 325 805"/> **insert title**>

Business Fax No.: <img alt="redaction icon" data-bbox="355 827 385 840"/> **insert**>

Business Email: <img alt="redaction icon" data-bbox="355 845 385 858"/> **insert**>

- (b) The Contractor:

<img alt="redacted" data-bbox="295 95 325 108"/> insert name and address>

Attention: <img alt="redacted" data-bbox="295 128 325 141"/> insert City contact name>

<img alt="redacted" data-bbox="295 146 325 159"/> insert title>

Business Fax No.: <img alt="redacted" data-bbox="355 181 385 194"/> insert>

Business Email: <img alt="redacted" data-bbox="355 198 385 211"/> insert>

## **UNENFORCEABILITY**

114. 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.

## **HEADINGS**

115. 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.

## **SINGULAR, PLURAL AND GENDER**

116. 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.

## **WAIVER**

117. 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.

## **SIGNATURE**

118. 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.

## **ENUREMENT**

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

## **STANDING OFFER TERM**

120. The Standing Offer will commence upon signing by both parties and will continue for three (3) years, unless terminated earlier. The parties may elect to renew the terms of this Standing Offer for a further two (2) periods of one (1) year each. In order to facilitate the purchase of the Goods and Services, the parties have agreed that for the Term of

this Agreement, the Contractor will offer the Goods and Services for sale at the prices described in Schedule B. If the City desires to purchase any of the Goods or Services described therein, it will submit a written Order to the Contractor. On receipt of an Order, the Contractor will deliver the Goods and Services, and the City will pay the Fees contemplated by this Agreement for the Goods and Services so ordered.

**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 \_\_\_\_, 2019.

**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 \_\_\_\_, 2019.

**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 objective of this RFA-SOA is to select an Applicant or Applicants who can supply and deliver self-contained breathing apparatus (the “Goods”), including cylinders, integrated communication components, warranty services, training, customer service support and other value-added parts and services.

The Contractor shall ensure that the Goods are packaged and delivered correctly adjusted, lubricated, and serviced such that the Goods are ready for use.

#### 2. REFERENCES

All Goods proposed shall be compliant with the National Fire Protection Association (NFPA) 1981 standard (2019) Edition; and NFPA 1982 (2018 edition) standards.

All references to codes, standards and general and technical specifications & requirements referred to in these specifications or used on drawings shall mean and intend to be the currently adopted edition, amendment and revision of such reference standards in effect at the time of Agreement execution. Referenced standards and code requirements shall be considered minimum requirements. Applicable portions of standards used that are not in conflict with the Agreement documents are hereby made a part of the specifications. Modifications or exceptions to standards shall be considered as amendments, and unmodified portions shall remain in full effect. In cases of discrepancies between the specifications and standards, the requirements of the specifications shall govern. Where references to codes or standards are used in these specifications, the Applicant should familiarize himself with the applicable portions and shall be governed by them. If requested, the Applicant shall furnish an affidavit from manufacturers certifying that materials or products delivered meet the requirements specified. However, such certifications shall not relieve the Applicant from the responsibility of complying with any added requirements specified in the Agreement documents.

#### 3. DETAILED GOODS REQUIREMENTS

These preferred specifications and requirements are based on a general performance type specification pursuant to which the Applicant should be responsible for.

##### Facepiece Requirements:

- Be fully compliant with NFPA 1981 (2019 Edition).
- Provide a single action to start the flow of air providing positive pressure to the mask.
- Be easy to breath when donned and in a stand-by condition (no air flow).
- Have speaking ports to enable the user to communicate clearly with or without amplification.
- Be available in multiple sizes (at least three) to enable fit of varying face dimensions

- Have an indication of sizes “S” for small masks, “M” for medium masks, and “L” for large masks.
- Be designed to prevent cross contamination.
- Meet the requirements of Z87.1-2010, as required by NIOSH 42 CFR part 84.
- Be certified for use within a CBRN atmosphere.
- Be made with products and/or components that can be decontaminated.
- Have an internal anti-fog coating applied to the lens to reduce fogging of the lens.
- Be easy to clean with products generally available in the marketplace.

**Reducer/Regulator Requirements:**

- The reducer shall be fully compliant with NFPA 1981 (2019 Edition).
- The regulator shall contain a quick connection making repair as simple as “plug and play”.
- The regulator shall be certified for use within a CBRN atmosphere.
- The first stage system shall have an automatic re-seating relief valve that protects the system from over pressurization.
- The first stage system shall be designed to continue to provide air to the user in the event of a failure of the first stage regulator.
- The reducer/first stage regulator shall receive air from the cylinder via a shielded hose.
- CGA coupling should be of a rubber over-mold design to provide sure grip during tightening/loosening.
- The Goods shall be equipped with EBSS (Emergency Breathing Support System) hoses and bags.

**Alarms/Indications Requirements:**

- The Goods shall provide lights located on the front and back of the Goods that provide user status indication.
- The low air indicator shall not negatively impact local communications.
- The low air indicator shall not impair radio communications.
- Heads up Display (HUD) shall provide bi-directional LED’s presenting general indication of pressure to users as well a team personnel.
- The system shall have two End of Service Time Indicators (EOSTI’s).
- One EOSTI shall be the HUD.
- The second EOSTI shall be pneumatic.
- The HUD shall be positioned in the users viewing area.
- The HUD shall have no impact in the vertical field of view.

**Goods Support Frame and Harness Requirements:**

- The harness will provide a comfortable fit to users and distribute weight evenly spread across hips.
- The harness waist belt will be adjustable to accommodate varying sizes of female or male wearers.
- The lumbar pad shall be swiveling and adjustable to accommodate varying sizes of the user.
- The frame and support harness shall be a relatively easy surface to clean.
- The frame and support harness shall house the battery compartment in a protected area to prolong the life of the batteries when exposed to extreme cold and heat.

- Frame shall have an attachment point on the top of the support frame and shall be able to support a static load of at least 500 lbs.
- The support frame shall have two additional attachment points (one on each side), both capable of supporting static load of at least 500 lbs.
- The support frame shall hold cylinders of 30 minute durations or longer.

**Electronics Requirements:**

Goods equipment shall:

- Be equipped with an NFPA 1982, (2018 Edition) compliant Goods integrated PASS device.
- Have a single power source and battery/batteries.
- Provide for ease of maintaining a reliable power supply.
- Have options for integrated voice amplification devices, radio integration, be intrinsically safe, and meet all applicable standards.
- Have capabilities of internal data logging and supporting software shall be provided.
- Be designed so that the electronics are protected from damage in the event the Good is immersed in water.

**Air Cylinders Requirements:**

- All air cylinders must be of carbon fiber design.
- All cylinders must meet the NFPA 1981, (2019 Edition).
- All cylinders must have a minimum NIOSH rated duration of 30, 45 and 60 minutes and hold compressed air when pressurized to 4500psi
- All cylinders must have threaded and quick connect fill options.
- All cylinders and assembly shall be equipped with a quick connect system.
- All cylinders will have a reflective band or photo luminescent marking for maximum visibility at night.
- All cylinders will be filled and a certificate of air quality will be supplied with the lot of cylinders supplied.

**Fit-testing Requirements:**

- Provide facepiece adaptor for use with a PortoCount Model 8038 testing unit.
- Initial quantitative fit testing of all SFS personnel that may need to use a Goods shall be provided, and all testing will be completed before the Goods will be put into service.

**Additional service requirements include, but are not limited to:**

- Provide evidence that the Goods to be purchased are certified as compliant with NFPA 1981 and 1982 standards.
- All components of Goods shall be compliant to current NFPA 1981, and NFPA 1982 standards, with upgrade to 2018 compliance, if applicable.
- Provide retaining tab for air pack holder for apparatus that correlates with Goods brand being purchased.
- Training and training aids:
  - For up to eight (8) members of SFS to take training to provide in house maintenance and repairs.
  - For up to twelve (12) members of SFS on Data logging software.



- For, if available, access to Applicants managed or client hosted, electronic system access to equipment tracking, replacement schedules, resource assignment, as well as repairs and maintenance tracking, and parts ordering.
- Access to electronic Goods user and service manuals and updates specific to models provided.
- Provide planned annual preventive maintenance schedule with mandatory and recommended preventative maintenance for the Goods and all components. \*
- Provide a list of any specialized equipment or special tools need for Goods and components maintenance. \*
- Provide a list of costs for any mandatory replacement parts and frequency these parts need to be replaced. \*
- Provide authoritative source that prescribes the mandatory replacement: NFPA standard, market standard, Applicant specific etc. \*

**Goods Warranty/Service Requirements:**

- Provide a warranty for a period of 15 years that covers all components of the Goods. \*
- Provide procedures for warranty/defective equipment return and repair. \*
- Provide 100% level of service or zero (0) down time for all warranty/service work. \*
- Provide a list of nearby authorized service centers. \*

\* Applicant to provide their response to items marked above with a \* in Schedule B – Application.

The Applicant will also prior to any project’s commencement be required to become familiar with important site-specific standard documents.

Work sites vary and it is not uncommon to move to and from various different work sites throughout the day.

**In-House Maintenance and Repairs**

It is the intent of the SFS to repair, test and perform certain preventative maintenance of its Goods equipment in-house using trained SFS staff. However, the City and the Contractor may mutually agree that maintenance will be the sole responsibility of the Contractor, as follows:

- (a) Basic non-warranty related system repairs;
- (b) Manufacturer prescribed preventative maintenance for the systems; and
- (c) Annual NFPA flow testing of every system (including certification protocol and record keeping requirements).

The Contractor shall certify their complete understanding and acceptance that if such an agreement is reached, the requirement for warranty service/repairs will be such that as the Contractor, they will be responsible for all warranty related maintenance and repair costs and expenses, including parts, shipping and labour, for the full period that such warranties remain in effect either for the systems as a whole or sub-components thereof.

## **Inventory/Supply Management**

The Contractor will be required to examine the City's existing inventory management procedures and perform its warranty and repair obligations under this Agreement so that the City is able to maintain the lowest inventory levels to meet its operational needs. This effort by the Contractor is important to the City because it creates significant efficiencies in a number of areas ranging from the cost of inventory and shelf life loss.

## **4. TRAINING AND SUPPORT SERVICES**

At no cost to the City, the Contractor shall provide an educational program for the City's Fire Services department designated technicians of a quality and depth sufficient to permit satisfactory use and servicing of the Goods. This program shall include formal and informal instruction, mock-ups, models, manuals, diagrams and parts catalogues. The Contractor shall assume no knowledge of the features of the Goods on the part of the City's designated technicians and shall design the program to bring the level of knowledge to one which is fully adequate for this objective. The Contractor may assume that the City's designated technicians have the basic skills pertinent to being a qualified technician.

The Contractor shall within 30 days after the date of this Agreement, submit to the Department Representative for approval an outline of the educational program and a schedule for presentation. The program shall be conducted at the Surrey Fire Services Training Centre, located at 14923 – 64<sup>th</sup> Avenue, Surrey, British Columbia, CANADA. The Contractor shall provide an adequate supply of high quality, professionally prepared material on paper, as well as other training aids as may be necessary to impart the essential knowledge to the City's designated technicians involved and leave them with the most up-to-date reference materials. The Department Representative will approve the outline and schedule within 30 days after its receipt or require such changes as the Department Representative may deem desirable.

The primary objective of the educational training program shall be to train the City's designated technicians so that they are proficient in the operation and maintenance of the advanced design of the Goods, to the extent that they may provide the instruction and training of the City's other maintenance personnel not involved in the Contractor's educational training program.

All training, as described below, shall take place by the Contractor prior to acceptance of the Good by the City. Up to eight (8) designated technicians shall be available for operation and maintenance training.

Operations and maintenance training shall be tailored specifically to the City's purchased Good and designed to teach the day-to-day operation of the Good's components/equipment. The training shall be sufficient to bring the City's designated technicians to a level of operating proficiency such that routine Contractor support shall not be needed.

The SFS designated technicians will be trained in the operation of all Good functions, including basic non-warranty related system repairs, operator preventive maintenance consisting of written procedures and schedules for the periodic maintenance of all

equipment; technicians will be trained in all operator functions, in-depth troubleshooting for all major Good systems and maintenance and repair.

The trainer shall be factory-trained and thoroughly knowledgeable in subjects to be taught, including but not limited to subjects as outlined above.

Refresher training will be accomplished annually at not cost to the City. Periodic training on Good systems and components will be provided as requested by the City, at no cost to the City.

The educational training program shall be completed by a mutually agreed to time by the Department Representative and the Contractor's training personnel.

## **5. ELECTRONIC OPERATOR'S, MAINTENANCE INFORMATION AND PARTS MANUALS (CONTRACTOR SUPPLIED)**

The Contractor shall keep maintenance manuals, operator manuals and parts books up to date for a period of fifteen (15) years. The supplied maintenance and operators manuals should incorporate all parts, components and equipment ordered on the Goods covered by this Agreement.

The Contractor shall supply all software information, including source codes for any programmed module or component. Also to be supplied is any special hardware necessary to repair or modify any microprocessors and/or software used on the Goods. The Contractor shall supply: complete schematic drawings containing component information, and the location of the components on the circuit board; circuit descriptions and theory of operation for all electronic components. The City shall consider all such data as proprietary.

A binder shall be supplied that has any City acceptable electronic device used and paper documents as listed below. The binder shall contain two (2) duplicate acceptable electronic devices used. Each electronic device shall have:

- (a) Operations and maintenance instructions for items on the Goods, not including the Contractor's literature;
- (b) Contractor's literature, as available, for purchased components;
- (c) Electrical diagrams including charts illustrating the individual wire colour, number coding and function (as applicable);
- (d) Parts manuals;
- (e) Drawings;
- (f) Certificates; and
- (g) Warranties.

Printed documents shall include, but not limited to the following:

- (a) Operations and maintenance instructions for items on the Goods;
- (b) Certificates of independent test results;
- (c) Warranty documents;
- (d) Manufacturer's record of construction details and engine power curve; and

One (1) to two (2) electronic manuals should be provided. Additional electronic and paper documents, as provided by other equipment suppliers, shall also be included.

## 6. ESTIMATED QUANTITY (INITIAL ORDER AND SUBSEQUENT ORDER(S))

The City anticipates that it may be placing an initial order for Goods and Services that reflect the following estimates (an "Initial Order"). The quantity of any Goods and Services specified in this RFA-SOA are only an approximation of requirements given in good faith. The City is in no obligation to purchase these quantities. In submitting an Application to this RFA-SOA, the Applicant acknowledges that any quantities provided are estimates only.

	Initial Order Estimated Purchase Quantity	Subsequent Orders "as and when requested"
<b>Equipment purchase</b>		
SCBA/ Face Pieces	163	TBD
SCBA/ Custom Face Pieces	44	TBD
Harness	163	TBD
Cylinders	415	TBD

<b>Related Optional Equipment</b>		
RIT Kit	24	TBD
Extra Rechargeable Batteries (if applicable)	93	TBD
Battery Bank Charger (if applicable)	30	TBD

### "As and When Requested" Goods and Services

These Goods and Services are in addition to the Initial Order of the Agreement. These additional Goods and Services are priced separately and may be requested by the SFS by means of an Order specifying the scope of the Goods and Services and timelines for completion.

## 7. PRE-PRODUCTION MEETING

The SFS has the right to request a pre-production meeting at its discretion at any time during the Term. The requirement for a pre-production will be requested in writing by the Department Representative.

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

## 8. PRODUCTION SCHEDULE

The Contractor shall:

- (a) commence the design, manufacturing and assembly of the Goods promptly following the date receipt of an Order from the City;
- (b) within ten (10) days after the pre-production meeting described in this Section, prepare and submit to the City a horizontal bar chart final build schedule (the "Production Schedule"), including a critical path method satisfactory to the Department Representative, acting reasonably, indicating the timing (start and completion date of activities noting the first work day of each week) of all major activities of the design, manufacturing and assembly of the Goods, providing a separate bar for each trade or operation including, mechanical, plumbing and electrical work, and providing details of the critical events and their inter-relationship to demonstrate the work will be performed in conformance with the Agreement;
- (c) update the Production Schedule to the satisfaction of Department Representative, acting reasonably, on no less than a monthly basis so as to incorporate any time adjustments as permitted under this Agreement or as otherwise agreed to in writing by the City;
- (d) pursue the design, manufacturing and assembly of the Goods diligently to ensure that each of the milestone events for the completion of each component of the design, manufacturing and assembly of the Goods as identified in the then current Production Schedule is achieved at or before the time specified in that Production Schedule; and
- (e) if for any reason the design, manufacturing and assembly of the Goods falls behind the schedule as set out in the then current Production Schedule and if, in accordance with this Agreement, the delay does not entitle the Contractor to an extension of time, then the Contractor will, as part of the supply and delivery of the Goods take all such steps as are required to bring the design, manufacturing and assembly of the Goods back into conformity with the then current Production Schedule.

If in the reasonable opinion of the City, the actual progress of the design, manufacturing and assembly of the Goods does not conform with the then current Production Schedule, then the Contractor shall at its sole expense:

- (a) within ten (10) working days:
  - (i) submit to the City a report satisfactory to the Department Representative, acting reasonably, identifying the reasons for such nonconformity with the then current Production Schedule and outlining the Contractor's plan to address such nonconformity;
  - (ii) submit to the City for review a revised Production Schedule, which shall:
    - (A) be in accordance with Good Industry Practice; and
    - (B) satisfy the requirements of the Agreement.

- (b) immediately upon acceptance by the City of such plan and revised Production Schedule, diligently pursue the plan so as to bring the design, manufacturing and assembly of the Goods into conformity with the revised Production Schedule.

## **9. KEY PERFORMANCE INDICATORS**

Key Performance Indicators (KPIs) may be developed to assist the City and the SFS in monitoring of contractual performance. KPIs may focus on the “delivery” (the correct part in the correct place at the correct time), procurement management, cost and time savings and provisions of the Services. The KPIs will be used as a method to enhance performance. Finally, the KPIs may be used to provide the City and the SFS the ability to assess the overall benefit of continuing with this standing offer agreement.

## **10. WARRANTIES**

Separate each warranty as described in Sections 48 through 53 with index tab sheets keyed to the Table of Contents listing.

List subcontractors, Contractor and manufacturer, with name, address and telephone number of responsible principal.

Obtain warranties executed in duplicate by Contractors, Contractors and manufacturers within ten (10) days after completion of the applicable item of work.

Except for items put into use with the City’s permission, leave data of beginning of time of warranty until the date of final inspection and acceptance is determined.

Verify that documents are in proper form and contain full information.

Co-execute submittals when required.

Retain warranties until time specified for submittal.



**SCHEDULE B  
APPLICATION FOR A  
STANDING OFFER AGREEMENT**

**Request For Standing Offer Title: Supply and Delivery of Self Contained Breathing Apparatuses, Compressed Air Cylinders, Integrated Communications Components, and Accessories and Services**

**Request For Standing Offer Reference No.: 1220-060-2019-011**

**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 – Procurement Services Section  
Reception Counter – 5<sup>th</sup> Floor West  
13450 – 104<sup>th</sup> 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. The Applicant offers to supply to the City the Goods and Services for the prices plus applicable taxes as follows. In Canadian dollars, F.O.B. Destination, Freight Prepaid. F.O.B. Destination prepaid, Surrey Fire Services Training Centre, 14923 – 64<sup>th</sup> Avenue, Surrey, British Columbia, CANADA, The following price(s) include and covers all duties, taxes, handling and transportation charges and all other charges incidental to and forming part of this Application. The Applicant shall be responsible for customs clearance and payment of any duties and/or taxes owing at time of importation into Canada, as applicable.

**A. ESTIMATED FEES – INITIAL ORDER:**

Item # (A)	Estimated Initial Purchase Quantity (B)	Item Name (C)	Lead Time (D)	Brand (E)	Model No. (F)	Firm Unit Price (CDN \$) (G)	Amount (CDN \$) (B X G)
<b>Goods:</b>							
1.	163	SCBA / Face Pieces				\$	\$
2.	44	SCBA / Custom Face Pieces				\$	\$
3.	163	Harness				\$	\$
4.	415	Cylinders				\$	\$
<b>Related Optional Goods:</b>							
* 5.	24	Rapid Intervention Team (RIT) Kit				\$	\$
6.	93	Extra Rechargeable Batteries (if applicable)				\$	\$
7.	30	Bank Charger				\$	\$
<b>Other Please State:</b>							
8.						\$	\$
						Sub Total:	\$
						GST (5%):	\$
						PST (7%):	\$
						<b>TOTAL APPLICATION PRICE:</b>	<b>\$</b>

\* Please provide a description of the proposed Rapid Intervention Team (RIT) Kit, including features and options available.

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**B. RATE SCHEDULE FOR SERVICES OUTSIDE OF SCOPE:**

Labour rates for mechanical repairs, trouble shooting, service calls for repairs which fall outside the scope.	\$
Repair parts and accessories, materials, and third party services will be provided at cost plus markup, please provide a markup schedule. Copies of parts, materials, and third-party services invoices shall be provided as backup to the Contractor's Invoice.	%
Communications Accessories, will be provided at cost plus markup, please provide a markup schedule. Copies of parts, materials and third-party services invoices shall be provided as backup to the Contractor's Invoice.	%

**C. SUGGESTED LIST OF MAINTENANCE AND REPAIR PARTS:**

The following list of maintenance and repair parts is representative of items that may be considered by the City for inclusion into the resulting Agreement. Please include detailed descriptions of the items or parts that are included in the quoted prices.

Please provide estimated costs on a per pack basis for maintenance and repair parts at the following intervals:

	Term	Maintenance Cost (Per Pack) (CDN \$)	Parts (Per Pack) (CDN \$)	Total (Per Pack) (CDN \$)
Initial Term	Year 1	\$	\$	\$
	Year 2	\$	\$	\$
	Year 3	\$	\$	\$
Optional Terms	Year 4	\$	\$	\$
	Year 5	\$	\$	\$

**D. FIXED FEES FOR SUBSEQUENT ORDERS “AS AND WHEN REQUESTED” DURING THE INITIAL TERM:**

Under the Agreement, the Applicant is required to provide certain Goods and Services to the City on an “as and when requested” basis. Except as expressly provided in this Agreement, the City is not obliged to request any such Goods or Services under this Agreement and this Agreement does not represent a commitment to purchase such Goods and Services exclusively from the Applicant.

The City may issue Orders for the “as and when requested” quantities directly to the Applicant detailing the exact quantities of Goods and Services being ordered and the delivery date during the Term and in accordance with the predetermined conditions.

The quantity of “as and when requested” Goods specified under this section are an approximation of requirements.

Deliveries made against Orders of the “as and when requested” quantities will be inspected by the SFS mechanical division staff at destination.

The following is a list of optional Goods and Services (if any). Applicants are asked to provide pricing on subsequent items that may be of interest to the City.

Description	Brand Name	Model Number	Fixed Fees For Subsequent Orders “As And When Requested” During The Initial Term		
			1-25	26-50	50+
SCBA/Face Piece			\$	\$	\$
SCBA/Custom Face Piece			\$	\$	\$
Back Frame / Harness			\$	\$	\$
<b>Cylinders and Rapid Intervention Team Kits:</b>					
NIOSH rated duration 30 minutes			\$	\$	\$
NIOSH rated duration 45 minutes			\$	\$	\$
NIOSH rated duration 60 minutes			\$	\$	\$
Rapid Intervention Team (RIT) Kits, (if applicable)			\$	\$	\$
<b>Other, Please State Below:</b>					
			\$	\$	\$

**E. FIXED FEES FOR SUBSEQUENT ORDERS “AS AND WHEN REQUESTED” DURING EACH OF THE RENEWAL TERMS:**

Description	Brand Name	Model Number	Firm Unit Price Per Quantity					
			Option Year 1 Renewal Term			Option Year 2 Renewal Term		
			1-25	26-50	50+	1-25	26-50	50+
SCBA/Face Piece			\$	\$	\$	\$	\$	\$
SCBA/Custom Face Piece			\$	\$	\$	\$	\$	\$
Back Frame / Harness			\$	\$	\$	\$	\$	\$
<b>Cylinders and Rapid Intervention Team Kits</b>								
NIOSH rated duration 30 minutes			\$	\$	\$	\$	\$	\$
NIOSH rated duration 45 minutes			\$	\$	\$	\$	\$	\$
NIOSH rated duration 60 minutes			\$	\$	\$	\$	\$	\$

Rapid Intervention Team (RIT) Kit, if applicable.			\$	\$	\$	\$	\$	\$
<b>Other, Please State Below:</b>								
			\$	\$	\$	\$	\$	\$

3. Payment Terms:

A cash discount of \_\_\_\_\_% will be allowed if invoices are paid within \_\_\_\_\_ days, or the \_\_\_\_\_ day of the month following, or net 30 days, on a best effort basis.

4. 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.

5. 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.

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

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**Technical and Functional Specifications/Requirements Response**

7. I/We have reviewed the RFA-SOA Schedule A – Specifications of Goods and Scope of Services. The Applicant should set out in its Application in detail how its proposed technical and functional solution meets the technical and functional specifications/requirements of the RFA-SOA Schedule A – Specifications of Goods and Scope of Services. Any variance from those technical and functional specifications/requirements should be clearly pointed out by the Applicant in its Application, including where the conflicts may exist between the Applicant’s proposed solution and the technical and functional specifications/requirements as described herein.

Each Application should be accompanied by a set of “Applicant’s Specifications” consisting of a detailed description of the Good proposed and to which Good should conform. Computer run-off sheets are not acceptable as descriptive literature. The specifications should indicate size, type, model and make of all component parts and equipment (use the spaces provided and/or attach additional pages, if necessary):

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**Experience, Reputation and Resources:**

8. Applicant's relevant experience and qualifications in delivering Goods similar to those required by the RFA-SOA.

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9. Applicants should describe the level of research and development investment you make in your products:

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

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

Preference may be given to an Applicant and proposed personnel that demonstrate knowledge and experience involving the successful design, development and manufacturing goods similar to the Goods. Each Applicant should make clear in its Application its relevant knowledge and experience, and that of its proposed key

personnel. Without limiting the foregoing, each Applicant should provide copies of their Goods certifications for its current staff of technicians at its service centre.

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12. Applicants should provide the following information on the background and experience of all sub-contractors proposed to undertake a portion of the work on the Goods and Services (subject to prior approval by the City) (use the spaces provided and/or attach additional pages, if necessary):

Description of Work	Sub-Contractors Name	Years of Working With Sub-Contractor	Telephone Number and Email

13. Applicant's should provide references (name and telephone number) (use the spaces and or attach additional pages, if necessary). Previous clients of the Applicant may be contacted at the City's discretion.
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**Industry Feedback**

14. The City is seeking feedback on this initiative based on the contents of this RFA-SOA. The feedback can expand on any aspect of the initiative including the list of maintenance and repair parts and services, potential services, cost model, procurement/supply inventory management and/or the implementation approach. The industry point of view will be beneficial to assist the City and the SFS in maximizing saving opportunities, increasing the end-user satisfaction which providing opportunities for industry. As an example, the feedback could expand on a service that is currently being contemplated as part of this initiative or it can be a completely new service.
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**Preliminary Production and Delivery Schedule**

15. Applicants should provide for each Good a preliminary production schedule and delivery schedule with committed timelines for the construction of each Good with a delivery date at the Delivery Location. It is preferred that the preliminary production schedule be prepared in the form of a Gantt Chart or in a similar format.

**Training, and Support Services, On-Call Support and On-Site Service(s), Replacement Parts Support, Warranty and Preventative Maintenance Support:**

16. Training and Support Services. Applicant should provide a description of the general approach and methodology that the Applicant would take in performing the training and support services described in the Agreement.

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Applicant should provide a detailed description of the operator training sessions, to include but not limited to the following:

- The method of training delivery;
- Number of trainers, names and their roles;
- Background and qualifications of the proposed trainers; and
- Materials to be included in the training program, including examples of handout materials.

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17. On-Call Support and On-Site Service.

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

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18. What technical and engineering support could be provided by the original equipment manufacturers (OEM) that supports the major components in each Good (e.g., composite cylinders, communications equipment)? Please provide letters of assurance from the OEMs if possible.

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19. What and how would technical liaison and field services will be supplied to the City by the Applicant?

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20. How field service team member's abilities, experience and qualifications could meet the City's expectations of a high level of support? The Applicant should provide an organizational chart showing current BC based personnel names, titles and contact information.

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21. Replacement Parts Support.

Applicant should:

(a) Identify the location of the parts provider Applicant now maintains or agrees to establish and the hours of operation. Please identify the parts providers that OEM suppliers of major components within North America that will support the supply chain of components on the Goods.

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

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(c) State what parts of the Goods Applicant will carry in its parts service centre or directly supported through a North American supply chain by other parties or OEMs.

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(d) State the turnaround time(s) for processing and delivering an order to the SFS for parts.

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22. Warranty.

The Applicant should:

(a) provide in detail how its proposed warranty solution meets the warranty requirements as set out in the draft Agreement. This statement should a general warranty statement with respect to the overall system.

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(b) provide details of the manufacturer' warranty as these apply to the various components of the system.

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(c) provide procedures for identifying warranty/defective equipment.

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(d) submit with its Application a detailed program for in-house warranty work to be performed by the SFS designated technical staff.

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23. Preventative Maintenance Support.

Applicant should:

(a) identify the location of the authorized service centre provider the Applicant now maintains or agrees to establish and the hours of operation.

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(b) provide access to electronic Goods user and service manuals and updates specific to models provided. Please explain.

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(c) provide planned annual preventative maintenance with mandatory and recommended preventative maintenance schedules for Goods and all components. Please explain.

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(e) provide a list and related costs of any specialized equipment or special tools needed for Goods and components maintenance. Please explain.

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(f) provide a list and related costs of mandatory replacement parts and frequency these parts need to be replaced. Please explain.



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- (g) provide authoritative source that prescribes the mandatory replacement (e.g., NFPA standard, market standard, Applicant specific, etc.). Please explain.

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- (h) provide information on Applicant's ability to repair or replace defective equipment (or components of equipment) so that there is a 100% level of service at all times or zero (0) downtime for all warranty/service work. Please explain.

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**Inventory/Supply Management**

24. Applicant should provide a narrative that illustrates an understanding of the City's requirements and Services for inventory/supply management.

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25. I/We have reviewed the Agreement attached to this RFA-SOA as Schedule B. If requested by the City, I/we would be prepared to enter into that Agreement, amended by the following departures (list, if any):

Section	Requested Departure / Alternative(s)

26. 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>
_____	_____
_____	_____

- 27. The Applicant acknowledges that the departures it has requested in Sections 25 and 26 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.
- 28. I/We the undersigned duly authorized representatives of the Applicant, having received and carefully reviewed the RFA-SOA including without limitation the draft Agreement, submit this Application in response to the RFA-SOA.

This Application is offered by the Applicant this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**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)