REQUEST FOR QUOTATIONS
(Supply of Goods)

SURREY POLICE

Reference Number: 1220-041-2021-001

Title: Supply and Delivery of Police Duty Glock Pistols and Related Accessories

Issue Date: April 1, 2021

SUBMISSION INSTRUCTIONS	
Email only	Submit your quotation in pdf format (unless otherwise set out in the Form of Quotation) to the following email address (the "**Closing Place"**) by the Submission Date: **purchasing@surrey.ca** Emails should state the Reference Number and Contractor name in the subject line. Quotations submitted in any other manner **will not be accepted**.
Confirmation of Receipt	Contractors should promptly contact procurement at the Address for Inquiries below if they do not receive a receipt confirmation email upon submitting a quotation.
File Size Restrictions	The maximum file size limit per email is 10MB. Contractors should partition and number large emails and identify the number of transmissions.
KEY DATES	
Submission Date:	April 27, 2021.
ADDENDA AVAILABILITY	
Method of Delivery:	Addenda will be posted to: www.bcbid.gov.bc.ca and www.surrey.ca . If SPS delivered this RFQ directly to Contractors, SPS may deliver addenda directly to those Contractors.
INQUIRIES	
Inquiries should be submitted to **purchasing@surrey.ca** (the "**Address for Inquiries**") no later than 7 business days prior to the Submission Date, quoting the Reference Number above. **No telephone inquiries, please.**	

This Request for Quotation is comprised of the following parts:

- PART 1 INSTRUCTIONS TO CONTRACTORS
- PART 2 CONTRACT TERMS
  - Schedule A – SPECIFICATIONS/SCOPE
  - Schedule B – PRICING AND ADDITIONAL TERMS
- PART 3 FORM OF QUOTATION
  - Cover letter
  - Attachment 1 – Quotation Details
  - Attachment 2 – Contractor Questionnaire

PART 1 – INSTRUCTIONS TO CONTRACTORS

SECTION A - GENERAL

1.0 PURPOSE AND SCOPE

1.1 Through this Request for Quotations (**RFQ**), Surrey Police Service (**SPS**) is inviting quotations from suppliers (each, a **Contractor**) for the supply of goods described in Part 2 – Specifications/Scope. SPS intends to select one or more Contractors to meet the requirements of this RFQ.

1.2 This RFQ is issued for and on behalf of SPS. Any right, discretion or authority of SPS is exercisable by SPS, the City of Surrey and/or the Surrey Police Board, and any right or benefit conferred on SPS extends to each and all of them.

2.0 NO CONTRACT

2.1 This RFQ is an invitation for quotations and not an order. It is not a tender or a request for proposals. This RFQ does not commit SPS to select a Contractor, to negotiate a contract, or to award a contract.

3.0 INQUIRIES AND ADDENDA

3.1 Contractors should submit inquiries in accordance with the instructions on the cover page. Responses to inquiries may be distributed to all Contractors at SPS's discretion.

3.2 SPS may issue addenda to this RFQ using the delivery method set out on the cover page. All addenda form part of this RFQ. Contractors should ensure they have obtained all addenda prior to submitting a quotation.

SECTION B - QUOTATION SUBMISSION

4.0 SUBMISSION INSTRUCTIONS

4.1 Contractors should comply with the Submission Instructions on the cover page. The SPS would prefer to receive Quotations on or before the Submission Date.

4.2 A Contractor submits a quotation at its sole risk.

4.3 A Contractor bears all risk the receiving equipment functions properly so SPS receives the quotation. SPS assumes no responsibility for adequacy of electronic transmissions, or loss of or failure to receive documents for any reason, including redirection to spam/junk folders or server failure. Quotations that cannot be opened or viewed will be rejected.

5.0 FORM AND CONTENTS OF QUOTATION

5.1 Contractors should complete and submit Part 3 - Form of Quotation, signed by its authorized signatory(ies).

5.2 Quotations should be submitted in English and should not include web-links or hyperlinks. Any non-English portions and web links or hyperlinks might not be reviewed.

6.0 AGREEMENT BETWEEN CONTRACTOR AND SPS

6.1 By submitting a quotation, the Contractor:

(a) acknowledges receipt of all addenda issued;

(b) represents having the experience, qualifications and resources to meet the requirements of this RFQ;

(c) authorizes SPS to conduct investigations, searches and enquiries to verify information, whether contained in a quotation or not;

(d) represents and warrants its quotation was prepared without fraud or collusion and submitted without consultation, comparison or agreement with any other Contractor; and

(e) acknowledges SPS's rights under this RFQ, waives any right of action against SPS for failure to accept its quotation, and will indemnify and hold harmless SPS, the Surrey Police Board and the City of Surrey, and their respective representatives, agents, consultants, contractors and employees against any claims which arise out of or are related to the Contractor's participation in this RFQ.

SECTION C – EVALUATION AND SELECTION

7.0 SELECTION AND AWARD

7.1 The quotation having the lowest price will not necessarily be accepted.

7.2 SPS intends to select one or more Contractors with the capability, experience, qualifications and resources to efficiently and cost-effectively meet the requirements of this RFQ.

7.3 SPS may select and enter into negotiations with the preferred Contractor(s), which will conclude in execution of a contract, substantially in the form set out in Part 2 – Contract Terms.

7.4 Before award of any contract, a Contractor may be required to furnish evidence of having the facilities, ability and financial resources to fulfill the terms of the contract.

7.5 If, upon selection, a Contractor fails to promptly deliver the executed contract, and any required deliverables, to SPS, SPS may, in its discretion, rescind its award of contract, hold such Contractor liable for damages suffered by SPS, and select another Contractor.

SECTION D – ADDITIONAL TERMS AND CONDITIONS

8.0 EXERCISE OF DISCRETION AND RESERVATION OF RIGHTS

8.1 Despite any other provision of this RFQ, and custom or trade practices to the contrary, SPS has sole and absolute discretion in considering and evaluating quotations, judging the acceptability of quotations, and awarding or not awarding any contract(s). SPS has the right to accept, reject or negotiate changes to quotations for any reason and may negotiate and enter into one or more contracts with one or more parties (whether or not they have submitted a quotation) as SPS, in is sole discretion, deems most advantageous to SPS.

8.2 SPS reserves the right, in its sole discretion, to:

(a) waive irregularities in a quotation;
(b) elicit offers from other parties (even if they did not submit a quotation);
(c) reject any quotation if the Contractor, or any officer or director of the Contractor, is or has been engaged (directly or indirectly) in a legal action against SPS, the Surrey Police Board or the City of Surrey in relation to any other contract or matter; and
(d) not proceed with award of contract.

8.3 SPS further reserves the right, in its sole discretion, to cancel this RFQ, and re-advertise or issue another RFQ for the same or similar subject matter.

8.4 SPS is not obliged to provide reasons with respect to use of its discretion.

9.0 NO RELIANCE

9.1 SPS makes no representation or warranty, express or implied, as to the accuracy or completeness of any information contained or referred to in this RFQ. A Contractor is required to exercise due diligence and undertake whatever investigations and analysis it deems necessary before submitting a quotation.

9.2 No communications from any person, whether written or oral, will affect or modify the terms of this RFQ, unless contained in this RFQ or any addenda issued.

10.0 OWNERSHIP

10.1 All quotations submitted become the property of SPS.

11.0 COSTS AND EXPENSES

11.1 Contractors are solely responsible for their own costs and expenses in connection with this RFQ. No Contractor shall have any claim for any compensation of any kind whatsoever as a result of participating in this RFQ.

12.0 LOBBYING AND INDIRECT COMMUNICATION

12.1 Contractors shall not attempt to communicate, directly or indirectly, with any employee, contractor, officer, director or representative of SPS, the Surrey Police Board or the City of Surrey about this RFQ other than as expressly permitted in this RFQ. Contractors shall not discuss this RFQ or the RFQ process at any Surrey Police Board meeting, City council meeting or with the media at any time prior to contract award. Any such communications will constitute sufficient grounds for disqualification.

13.0 WAIVER OF CLAIMS

13.1 SPS shall not, under any circumstances, owe a duty of care or duty of fairness, either by contract or at law, to any Contractor or be responsible for any costs incurred by any Contractor in the preparation of a quotation or for any damages whatsoever arising out of or related to this RFQ, including arising from rejection of any or all quotations or cancellation or re-issuance of this RFQ. No Contractor shall have any claim for compensation of any kind whatsoever (including, without limitation, the cost of preparing and submitting a quotation, any anticipated profits, or contributions to overhead) against SPS, the Surrey Police Board or the City of Surrey for participating in this RFQ process. By submitting a quotation each Contractor shall be deemed to have agreed it has no claim. Each Contractor hereby waives any claim for damages or costs of any nature arising out of SPS's use of its discretion under this RFQ.

14.0 GOVERNING LAW

14.1 This RFQ will be governed by and construed in accordance with the laws of British Columbia and within the jurisdiction of the courts of British Columbia.

15.0 CONFIDENTIALITY

15.1 The contents of this RFQ and any information pertaining to SPS, its operations, stakeholders or other persons which is obtained by the Contractor through participation in this RFQ is confidential and must not be disclosed without prior written authorization of SPS, except as required to prepare a quotation. Failure to maintain confidentiality may result in disqualification and may cause SPS to remove the Contractor from SPS's approved vendor/supplier lists.

15.2 The British Columbia *Freedom of Information and Protection of Privacy Act* applies to all quotations and other information provided by Contractors as part of the RFQ process. SPS will comply fully with that Act and cannot guarantee any information provided to SPS can be held in confidence. To the extent it is legally able to do so, SPS may, but is not obligated to, hold in confidence information identified by the Contractor as confidential.

SURREY POLICE

PART 2 – CONTRACT TERMS

PURCHASE AGREEMENT

(Supply of Goods)

Reference / Purchaser Order No.: ♦

Effective Date: ♦

Short Title: Supply and Delivery of Police Duty Glock Pistols and Related Accessories

PARTIES:

(a) **SURREY POLICE SERVICE** (**"SPS"**) 13450 104th Avenue Surrey, BC V3T 1V8	**Police Representative/Contact**: [Name, title] **Phone:** [phone] **Email:** [email]	**Email for Invoices**: [Name, title]
(b) **[CONTRACTOR'S LEGAL NAME]** [Address] (the **"Contractor"**)	**Representative/Contact**: [Name, title] **Phone:** [phone] **Email:** [email]	Cdn. Resident for income tax purposes? (*check one*) ☒ Yes ☐ No GST Registration No.: [#] Bus. Licence No. *(incl. jurisdiction)*: [#], [jurisdiction] WorkSafeBC No. *(if applicable)*: [# or N/A]

ARTICLE 1 - BASIC TERMS

1.1 Definitions: In addition to words defined elsewhere in this Agreement, the following words have the following meanings:

(a)	**Agreement**	This agreement, all schedules attached and all Requisitions issued hereunder, and further including the following documents, which are incorporated into and form an integral part of this Agreement: • RFQ 1220-041-2021-001 • Contractor's quotation in response to the RFQ, except to the extent modified by Schedule B to this Agreement
(b)	**Business Hours**	8:00 a.m. to 3:30 p.m. (PST), Monday through Friday, excluding statutory holidays.
(c)	**Change Order**	A written amendment to this Agreement signed by parties to effect changes to this Agreement or the Work.
(d)	**Delivery Location**	[TBD], Surrey, British Columbia or such other address set out in a Requisition for Goods ordered under that Requisition.
(e)	**Goods**	The goods, materials, equipment, supplies, parts and other items to be supplied by the Contractor pursuant to this Agreement.
(f)	**Milestone Date**	Each date or timeline set out in this Agreement, a Requisition, a Change Order or any schedule approved by SPS.
(g)	**Requisition**	A written request issued by SPS which itemizes the Goods and quantity required, Work to be performed, and Milestone Dates.
(h)	**Term**	The Initial Term plus any Renewal Period(s) effected, unless earlier terminated.
	Initial Term	The period commencing upon the Effective Date and continuing for a period of two (2) years
	Renewal Period	Up to two additional one-year periods, provided SPS gives notice to the Contractor of its intent to renew no later than 60 days prior to the end of the then current Term.
(i)	**Warranty Period**	With respect to each Good (including a replacement Good), the greater of: one year from date the Good is accepted by SPS; and the warranty period offered by the Contractor, either directly or through the manufacturer or supplier, for the Good.
(j)	**Work**	The supply of the Goods, and other services to be performed in accordance with this Agreement, and any other general services related to the supply of the Goods.

This Agreement constitutes the entire agreement between the parties with respect to its subject matter. No changes are permitted unless evidenced by a Change Order. This Agreement is binding upon and will enure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and permitted assigns.This Agreement may be executed and delivered in counterparts and electronically with the same effect as if the parties had originally signed and delivered the same document.

By signing this Agreement, the parties agree to be bound by the terms and conditions herein contained.

[CONTRACTOR'S LEGAL NAME]	**SURREY POLICE SERVICE**
Signature _____ Date _____	Signature _____ Date _____
Name and Title *(please print)* _____	Name and Title *(please print)* _____
Signature _____ Date _____	Signature _____ Date _____
Name and Title *(please print)* _____	Name and Title *(please print)* _____

ARTICLE 2 - PERFORMANCE AND SUPPLY

2.1 Term, Renewal and Price Adjustment. This Agreement will remain in effect throughout the Term. At the option of SPS, this Agreement will renew on the same terms and conditions for additional Renewal Period(s). If the Contractor requests a price change for a Renewal Period, the Contractor shall deliver a written request to SPS within 14 days of receipt of SPS's notice to renew providing evidence supporting a price adjustment. Price adjustments will not take effect until a Change Order is signed and will only apply to subsequently requisitioned Work. If the parties do not agree to a price change by the end of the then current Term, then, at the option of SPS, this Agreement will terminate without renewal.

2.2 Requisitions. SPS will requisition the Work as and when required through a Requisition. Each Requisition is incorporated into, and governed by the provisions of, this Agreement. No Work or charges are authorized unless a Requisition has been issued by SPS.

2.3 No Guarantee. Nothing herein commits SPS to purchase a minimum quantity of Goods from the Contractor.

2.4 Title, Ownership and Risk of Loss. Despite any earlier inspections or testing by SPS, title and all other property rights in and to, and ownership of, the Goods shall pass to SPS upon acceptance by SPS. Risk of loss shall pass to SPS upon receipt of the Goods at the Delivery Location.

2.5 Acceptance. SPS will inspect and test the Goods following receipt at the Delivery Location to ensure the Goods meet the requirements of this Agreement to the satisfaction of SPS. Goods rejected by SPS will be held, returned and/or remedied, at the Contractor's expense. If SPS fails to reject any Goods within thirty days of receipt such Goods shall be deemed to have been accepted. SPS reserves the right to retain non-conforming Goods and in such case, will pay a reasonable price therefor.

2.6 Delivery. The Contractor will deliver the Goods to the Delivery Location during Business Hours.

2.7 No Release. No inspection, testing or acceptance by SPS relieves the Contractor from strict compliance with this Agreement, and will not constitute a waive of any rights SPS may have under this Agreement or at law.

2.8 Packing and Shipping. The Contractor will ensure the Goods are packaged and shipped in a manner to prevent damage or deterioration. The Contractor will provide shipping notices showing, for each shipment, the item number as it appears on the Requisition, quantity, full description and gross weight. All shipments from sources outside of Canada shall be forwarded and invoiced in the manner prescribed from time to time by Canadian customs laws and regulations and in the manner permitting all claims for exemptions, refunds and rebates thereunder.

2.9 Change Orders. The Goods identified in Schedule A represent SPS's requirements as at the Effective Date and are subject to change. SPS and the Contractor will regularly review Schedule A to ensure the list remains current, and any changes to the list, and corresponding changes to Milestone Dates and/or the pricing, all as negotiated between the parties, will be made by Change Order. SPS will not accept any changes unless they have been approved through a Change Order.

ARTICLE 3 - WARRANTIES

3.1 Warranties. In addition to any other warranties or representations forming part of this Agreement, the Contractor represents and warrants:

(a) to act with integrity and use the highest ethical standards, and not to, directly or indirectly, compromise the reputation or image of SPS;
(b) the Contractor is an authorized seller/distributor/supplier of the Goods;
(c) the Goods will conform to the specifications, and to the drawings, samples or other descriptions provided by the Contractor, and as otherwise as set out in this Agreement;
(d) the Goods are fit for their particular purpose and intended use as made known by SPS to the Contractor or reasonably inferable;
(e) the Goods will be of first-class quality and free of any defect for the duration of the Warranty Period;
(f) the Goods will be delivered free and clear of any liens, charges, encumbrances and adverse claims;
(g) in addition to any other Contractor warranties, the Goods are covered by full manufacturers' warranties; and
(h) the Goods do not infringe on any domestic or foreign patent, copyright, trademark or process of manufacture.

3.2 Non-Conforming Goods. If, during the Warranty Period, SPS discovers a Good contains a defect or deficiency or otherwise fails to conform to this Agreement, SPS shall promptly notify the Contractor. The Contractor shall, at its own cost, promptly remedy the non-conformance to the satisfaction of SPS. The Contractor shall reimburse SPS for all reasonable costs incurred by SPS in relation to a non-conforming Good and refund any payment made for a returned Good.

3.3 Additional Warranties. The warranties set forth in this ARTICLE 3 (Warranties) are in addition to any other warranties or guarantees of any kind, whether statutory or implied, including any implied warranty of merchantability or fitness for a particular purpose, and any additional warranty offered by the Contractor or a manufacturer, which will be assigned by the Contractor to SPS upon delivery of the Goods.

ARTICLE 4 - SCHEDULES AND DELAYS

4.1 Compliance with Schedules.

(a) The Contractor will ensure Work is performed by the Milestone Dates and will notify SPS immediately in writing of any anticipated delays, the reasons therefor and the Contractor's mitigation plan.
(b) SPS shall not be responsible for any costs incurred by the Contractor to meet a Milestone Date.

4.2 Delay. The Contractor's failure to meet a Milestone Date constitutes a material breach of this Agreement. SPS may, at its option,:

(a) cancel a Requisition in whole or in part, and purchase the Goods from other sources, and if SPS incurs additional costs as a result, the Contractor will promptly reimburse SPS for such costs;
(b) at no additional cost, require the Contractor to expedite shipping, work overtime/extra shifts, or use additional labour to remedy the delay; and
(c) invoice the Contractor for costs reasonably incurred by SPS on account of the delay which invoice will be promptly paid by the Contractor.

ARTICLE 5 - PRICE AND INVOICING

5.1 Pricing and Payment. Subject to verification of validity, SPS will pay the Contractor the amounts calculated in accordance with Schedule B and remit payment, less applicable discounts, holdbacks and set-offs, on the payment terms set out in Schedule B. SPS may withhold payment of disputed amounts until the dispute is resolved. C.O.D. shipments will not be accepted.

5.2 Invoicing. Invoices are to be included with each shipment or rendered at least monthly electronically to the Email for Invoices, and include, at a minimum, the Contractor's name, address, phone number and GST number (if applicable), the Requisition Number, an invoice number, detailed description of the Goods/Work, quantities, dates shipped, price, discounts and total payable for that shipment/invoice period.

5.3 No Waiver. Payments made to the Contractor shall not be construed as a waiver of any claim SPS may have against the Contractor arising out of this Agreement.

5.4 Accounts and Records. If the price of the Work is not a fixed or firm price, the Contractor will keep proper and detailed records of the cost of the Work, and invoices, receipts and vouchers relating thereto and will make the same available for inspection and audit by SPS during the Term and for two years thereafter. Any error in a claim for payment or the amount of a payment disclosed on audit will be adjusted between the parties.

ARTICLE 6 - INDEMNIFICATION AND LIABILITY

6.1 No Release. The Contractor shall be liable for all claims, losses and damages in accordance with this Agreement. Failure of an insurer to pay a claim will not release the Contractor from its responsibilities and liabilities. Nothing herein shall be construed as limiting the amounts for which the Contractor may be legally liable. If, for any reason, the liability of the Contractor is or becomes limited in any way, such limitation of liability will not apply to insurable claims, third party claims, claims for copyright, trademark or patent infringement, breach of confidentiality obligations, libel/slander claims, claims

based on fraud committed by the Contractor or for wilful misconduct.

6.2 Liability and Indemnity. Despite any insurance maintained by SPS, the Surrey Police Board or the City of Surrey, the Contractor hereby defends, indemnifies and saves harmless SPS, the Surrey Police Board, the City of Surrey, and their respective elected and appointed officials, directors, officers, and employees from and against all claims resulting from any breach or non-compliance with this Agreement by the Contractor or any loss or damages caused by the Contractor, its directors, officers, employees, agents and/or contractors or subcontractors.

ARTICLE 7 - EXPIRY OR EARLY TERMINATION

7.1 Termination for Cause: If the Contractor becomes insolvent or makes any assignment for the benefit of creditors or if a receiver or trustee is appointed for all or part of its property, or if the Contractor defaults in the observance or performance of any of its obligations hereunder, SPS may forthwith cancel this Agreement and/or any Requisitions.

7.2 Termination for Convenience. SPS may, at any time without cause and at its sole discretion, terminate this Agreement in respect of all or any part of the Work by written notice to the Contractor.

7.3 Effect of Termination.

(a) If for cause, the Contractor shall be liable to, and pay, SPS for any loss or damage suffered by SPS as a result of thereof, including the increased costs for purchasing goods from a third-party, and SPS will be entitled to retain out of any sums due to the Contractor, an amount sufficient to indemnity SPS for such loss or damage;

(b) If for convenience, SPS shall reimburse the Contractor, at cost, for all reasonable costs incurred by the Contractor which could not reasonably have been avoided or mitigated through reasonable efforts, provided the Contractor has notified SPS of any claim for such costs within 60 days of the effective date of termination; and upon SPS making the foregoing payments to the Contractor, the Contractor shall have no further cause of action or right against SPS in respect of this Agreement.

7.4 Prepayments. The Contractor will immediately refund to SPS any payments made by SPS prior to the date of termination of this Agreement or a Requisition in excess of those required by sections 7.3 (Effect of Termination).

7.5 Survival of Requisitions. No termination or expiration of this Agreement will result in the automatic termination or expiration of a Requisition. A Requisition will remain in effect until: (i) it has expired on its own terms; (ii) the Work thereunder is completed; or (iii) it is terminated by SPS upon written notice to the Contractor.

ARTICLE 8 - GENERAL

8.1 Compliance. The Contractor covenants, as a material term, to fully comply with: (a) applicable laws; (b) SPS safety and security requirements, including regarding security and background screenings and clearances; and (c) if this Agreement includes on-site Work, SPS's and the City of Surrey's requirements for access and workplace safety. The Contractor shall furnish SPS evidence of compliance as SPS may require at any time.

8.2 Confidentiality.

(a) Any information pertaining to SPS, its operations, or its personnel which is obtained by the Contractor as a result of this Agreement or the performance of the Work is confidential and must not be disclosed without the prior written authorization of SPS.

(b) All information supplied to SPS by the Contractor is understood to be supplied, explicitly, in confidence. However, SPS is subject to the *Freedom of Information and Protection of Privacy Act (British Columbia)* and will comply fully with all provisions of that Act and cannot guarantee any information provided to SPS can be held in confidence.

8.3 Conflict of Interest. The Contractor, directly or indirectly, will not offer or provide any gifts or personal benefit to any director, officer, or employee of SPS or the Surrey Police Board.

8.4 Police Representative(s). The Contractor is entitled to deal with the Police Representative(s) in connection with this Agreement. All rights, powers and entitlements of SPS may be exercised by the Police Representative(s).

8.5 Publicity. Except as required by law, the Contractor shall not issue any press release or make any public announcement or disclosure concerning this Agreement or any Requisition, including disclosure in any reference list, without the prior written consent of SPS.

8.6 Use of Marks. The Contractor will not use SPS's or Surrey Police Board's official marks, trademarks, logos or other marks without their prior written approval.

8.7 Relationship. The Contractor is an independent contractor and does not have authority to bind or commit SPS.

8.8 Set Off. SPS may set off amounts owing by the Contractor to SPS against monies owed by SPS to the Contractor.

8.9 Notices. Any notice to be given shall be in writing and may be delivered personally or by regular mail to the party, contact and address on page 1 (or such other address as a party may in writing specify), with a copy sent electronically to the contact's email address on page 1. Any notice given will be deemed to be received upon personal delivery, and if mailed, seven days after mailing date.

8.10 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia. The parties accept the jurisdiction of the courts of British Columbia. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

8.11 Subcontracting and Assignment. The Contractor will not subcontract or assign its obligations, in whole or in part, without the prior approval of SPS.

8.12 No Additional Terms. Any term or condition contained in any report, invoice, sales receipt, claim, statement or other record submitted by the Contractor and in conflict with, or which purport to expand or limit, the terms of this Agreement, are hereby expressely rejected by SPS without notice.

8.13 Time is of the Essence. Time is of the essence of this Agreement.

8.14 Severability. If any provision of this Agreement is, or becomes, illegal, invalid or unenforceable, it shall be severed from the Agreement and the remaining provisions shall remain in full force and effect.

8.15 Waiver. Any failure by SPS to enforce or to require the strict performance of this Agreement will not constitute a waiver of any requirement. A waiver must be express and in writing to have legal effect. No waiver of any breach will be a waiver of any subsequent breach.

8.16 Remedies Cumulative. Despite any other term of this Agreement, SPS's remedies are cumulative and in addition to any right or remedy which may be available at law or in equity.

8.17 Survival. ARTICLE 3 (Warranties), Section 5.4 (Accounts and Records), ARTICLE 6 (Indemnification and Liaiblity) and Section 8.2 (Confidentiality) survive the expiration or termination of this Agreement.

8.18 Interpretation

(a) Headings are inserted for convenience of reference only and will not form part of nor affect the interpretation of this Agreement.

(b) The singular, plural, masculine, feminine or neuter used throughout this Agreement will be construed as meaning the singular, plural, masculine, feminine, neuter or body corporate where the context so requires.

(c) "Includes", "including" and other similar terms shall not be deemed limited by the specific enumeration of items but shall be deemed to be without limitation and interpreted as if the term was "including without limitation."

SCHEDULE A – SPECIFICATIONS/SCOPE

A. GENERAL

1. **Scope.** Supply and Delivery of goods, with some customization, as described in this Schedule (the "**Goods**") and ancillary services.
2. **Standards.** All Goods to be new from factory (not remanufactured, reconditioned, seconds, or surplus), the current production model and configuration at time of requisition, unless otherwise specified by SPS, and meet or exceed national or industry standards and codes.
3. **Quantities** – Quantities ordered will be based on approved budgets and operational needs.
4. **Requisition of Goods** - Requisitions may be issued from time to time over the contract term. It is anticipated that a Requisition for an initial order will be issued promptly upon contract award.
5. **No Substitutions** – Except where identified Goods has been discontinued or are not readily available at the commencement of the contract term, SPS will not consider substitutions. If technology and models change during the contract term, SPS may accept substitutions for subsequent orders at the relevant time through a Change Order.
6. **Spare Parts** – Spare parts are to be interchangeable with, of the same standards, specifications and quality as the original parts, not void any warranties applicable to the Goods and otherwise meet the requirements of contract terms. SPS may, at its option, obtain spare parts directly from the supplier/manufacturer, in which event, the Contractor will provide to SPS the original suppliers'/manufacturers' parts numbers, company names, and contact details upon request.
7. **Delivery** – The Contractor will provide SPS 24 hours' prior notice of each delivery of the Goods.

B. DETAILS

TABLE 1– CORE GOODS - Limited to manufacturer's law enforcement product line

Description / Make / Model	Estimated Quantities(Note 1)		
	Initial Order (upon contract award)	**Subsequent Orders** (over contract term)	**Total**
A. Police Duty, Glock 26 Pistols			
Pistol - Gen 5 FXD 9mm 5.5lb LE	Combination of up to 200(Note 2)	Combination of approx. 600 total(Note 2)	Combination of approx. 800(Note 2)
High-Capacity Magazines – Glock 26 Gen 5	3 per pistol		
B. Police Duty, Glock 17 Pistols			
Pistol - Gen 5 FXD 9mm 5.5lb – 17rd. LE	Combination of up to 200(Note 2)	Combination of approx. 600 total(Note 2	Combination of approx. 800(Note 2)
High-Capacity Magazines – Glock 17 Gen 5	3 per pistol		
C. Ameriglo NOPP Pistol Sights			
Squared rear sight, yellow tritium white outline rear sight (2 lamp) .241" height .150" notch width	1 per pistol		
Front sight Pro-Glo - Orange Outline, Green Tritium	1 per pistol		
D. Pistol Magazine Floor Plate			
Glock 9mm, G17 Gen 5 - 17rd. Mag Floor Plate 01, Follower Orange	1 per pistol		
E. Orange Magazine Baseplate			
Glock -Mag G17 – 17rd (mag floor plate 01)	1 per pistol		

Description / Make / Model	Estimated Quantities(Note 1)		
	Initial Order (upon contract award)	**Subsequent Orders** (over contract term)	**Total**
F. Accessories – manufacturer's included accessories for firearms (may include gun parts, magazines, and cleaning kits)	Included per pistol		
G. Gun Cleaning Kit (if not included as an accessory with each pistol)	Combination of up to 200(Note 2)	Combination of approx. 600 total(Note 2)	Combination of approx. 800(Note 2)
H. Spare Parts	TBD		

Notes:

Note 1: Quantities shown are estimates of what the actual quantities may be and will be used to compare quotations on a uniform basis. Quantities are subject to change. Quantities will be confirmed through Requisitions.

Note 2: Purchase quantities are based on combined total of policy duty pistols, split between pistol models

TABLE 2 – ANCILLARY SERVICES

Ancillary Services
Custom Logo Engraving – SPS crest

SCHEDULE B – PRICING AND ADDITIONAL TERMS
[*to be inserted from selected Quotation(s)*]

PART 3 – FORM OF QUOTATION

CONTRACTOR INFORMATION:

Full Legal Name: _____

Address: _____

GST Registration No: _____ PST Registration No. _____

Business License No. _____ Jurisdiction: _____

(Note: If the scope of Work results in services being performed in the City of Surrey, the terms of the City's Business License By-law apply and the Contractor will be required to provide proof of compliance prior to the contract start date)

AUTHORIZED REPRESENTATIVE DETAILS:

Name and title: _____

Phone: _____ Email: _____

TO: SURREY POLICE SERVICE ("SPS") - via email: purchasing@surrey.ca

RE: REQUEST FOR QUOTATIONS 1220-041-2021-001 ("RFQ")

In furtherance of the RFQ issued on behalf of SPS, we, the above-named Contractor, hereby certify we have read and fully understand the RFQ documents and hereby submit our offer for the supply of Goods.

We certify we are an authorized reseller, distributor and/or supplier of the Goods and will provide proof upon request.

SPS may, at its option, accept our Quotation for the supply of all or any portion of the Goods.

Signed on _____ on behalf of the Contractor by its authorized signatory(ies):
(date)

_____	_____
Signature	*Signature*
Name (please print):	*Name (please print):*
Title (please print):	*Title (please print):*

Note:
This Form of Quotation should be signed by a person authorized to sign on behalf of the Contractor as follows:
(a) For a corporation - the authorized signatory(ies) of the corporation;
(b) For a partnership or joint venture - each partner or joint venturer (or their authorized signatories as applicable)
***For joint ventures, one joint venturer must assume overall responsibility for the RFQ and the RFQ process and be identified accordingly in the quotation; or*
(c) For an individual (including a sole proprietorship) - the individual.

Attachments:

- Attachment 1 - Quotation Details
- Attachment 2 – Contractor Questionnaire
- *[if applicable]* Attachment 3 – Catalogue/Goods List/Detailed Specifications, etc. (see Attachment 1 – Quotation Details, Section D)
- *[if applicable]* Attachment 4 – Proof of authority to supply the Goods (see Attachment 2– Contractor Questionnaire, Section C)
- [*identify additional Contractor added attachments]*

Attachment 1 – QUOTATION DETAILS

(Note: This Attachment, subject to negotiations between SPS and the successful Contractor(s), will be incorporated into the Contract Terms)

Note: *Other than entering data in the spaces provided, or including attachments as necessary, making changes to this form or submitting an alternate format is discouraged. If space is insufficient, additional pages may be added as necessary.*

A. PRICING AND PAYMENT TERMS:

1. Currency – All prices are expressed in Canadian dollars.
2. Pricing - Prices are FOB Destination, all-inclusive (including packing, delivery, duty, brokerage, tariffs, environmental fees (if applicable) and fixed and firm. Federal goods and services tax ("**GST**") is not included in pricing. SPS may increase or decrease quantities without affecting the unit prices shown.
3. Effect of Changes to Laws – Changes after the Effective Date to customs duties or value added taxes will result in a corresponding price adjustment.
4. Rebates and Discounts - SPS shall be entitled to the benefit of any rebates or discounts offered by the Contractor, manufacturers, suppliers and others with respect to the Goods. The Contractor will apply any rebates or discounts as a credit on the applicable invoice; provided that if there are procedures for claiming rebates or discounts, the Contractor will co-operate with, and support SPS, in submitting the claims.
5. Holdbacks
   (a) SPS may hold back up to 150% of the price of any Good, without interest, on account of any non-conforming Good until replaced or remedied.
   (b) Pursuant to the *Income Tax Act* (Canada), if the Contractor is a non-resident of Canada, SPS will withhold the prescribed amount of tax from each payment and remit it to Canada Revenue Agency.
6. Payment Terms - 30 days following receipt of the Goods to which the payment relates, or receipt of an invoice by Accounts Payable, whichever is later.

B. PRICING: *(Note: if insufficient space, add additional lines or tables as required)*

TABLE 1 – CORE GOODS – INITIAL ORDER

Description / Make / Model	Catalogue Number	Quantity (estimated) (SEE NOTE 1)	Unit Price
A. Police Duty, Glock 26 Gen 5 FXD 9mm 5.5lb LE, Pistols			
Pistol		Combination of up to 200	$
High-Capacity Magazines		3 per pistol	$
B. Police Duty, Glock 17 Gen 5 FXD 9mm 5.5lb – 17rd. LE Pistols			
Pistol		Combination of up to 200	$
High-Capacity Magazines		3 per pistol	$
C. Ameriglo Firearm Sights			
Squared rear sight, yellow tritium white outline rear sight (2 lamp) .241" height .150" notch width,		1 per pistol	$
Front sight Pro-Glo - Orange Outline, Green Tritium.		1 per pistol	$
D. Pistol Magazine Floor Plate			
Glock 9mm, G17 Gen 5 - 17rd. Mag Floor Plate 01			$
E. Orange Magazine Baseplate			
Glock 9mm, G17 Gen 5 - 17rd. Mag Floor Plate 01, Follower Orange			$
OTHER			
F. Accessories – manufacturer's included accessories (specify): _____ _____ _____	Included per pistol as part of pistol order		
G. Gun Cleaning Kits (additional, or if not included as accessory with each pistol)			$
H. Custom Logo (SPS Crest) Engraving (if complimentary, put "incl." under unit price. If not provided, put "N/A" under unit price)			$
Note 1: Initial quantity of 200 pistols is based on combined total of policy duty pistols, split between pistol models			

TABLE 2 – CORE GOODS – SUBSEQUENT ORDERS

Description / Make / Model	Catalogue Number	Unit Price (based on "per order" quantities – SEE NOTE 1)		
		1-50	51-100	101-200
A. Police Duty, Glock 26 Gen 5 FXD 9mm 5.5lb LE, Pistols				
Pistol		$	$	$
High-Capacity Magazines		$	$	$
B. Police Duty, Glock 17 Gen 5 FXD 9mm 5.5lb – 17rd. LE Pistols				
Pistol		$	$	$
High-Capacity Magazines		$	$	$
C. Ameriglo Firearm Sights				
Squared rear sight, yellow tritium white outline rear sight (2 lamp) .241" height .150" notch width,		$	$	$
Front sight Pro-Glo - Orange Outline, Green Tritium.		$	$	$
D. Pistol Magazine Floor Plate				
Glock 9mm, G17 Gen 5 - 17rd. Mag Floor Plate 01		$	$	$
E. Orange Magazine Baseplate				
9mm, G17 Gen 5 - 17rd. Mag Floor Plate 01, Follower Orange		$	$	$
OTHER				
F. Accessories – manufacturer's included accessories (specify): _____ _____ _____	Included per pistol as part of pistol order			
G. Gun Cleaning Kits (additional, or if not included as accessory with each pistol)		$	$	$
H. Custom Logo (SPS Crest) Engraving (if complimentary, put "incl." under unit price. If not provided, put "N/A" under unit price)		$	$	$
Note 1: Quantity of pistols is based on combined total of policy duty pistols, split between pistol models				

TABLE 3 – ADDITIONAL ACCESSORIES (optional)

Description / Make / Model	Catalogue Number	Unit Price
		$
		$
		$
		$

TABLE 4 – RATE SCHEDULE FOR ADDITIONAL SERVICES AND SPARE PARTS

Description	
Labour rates for repairs/service - for repairs, trouble shooting, service calls which fall outside of scope, not covered by warranties or are not otherwise included in pricing.	$_____
Mark-up for parts/services - spare parts, accessories, materials, and 3rd party services will be provided at cost plus markup (as shown). Copies of invoices to be included with Contractor's invoice.	_____ % markup

TABLE 5 – VALUE ADDED SERVICES (optional)

Description / Make / Model	Catalogue Number	Unit Price
		$
		$
		$
		$

C. DISCOUNT(S):

Early Payment Discount: A cash discount of _____% will be allowed if invoices are paid within ____ days.

Other Discounts: *(Note: Identity any currently available discounts, including for bulk purchases, manufacturer discounts, etc.)*

_____

_____

_____

D. DETAILED SPECIFICATIONS: *(Note: Attach catalogues, goods listings, detailed specifications, etc. for the Goods, any optional accessories and any substitutions for the Goods (if substitutions are permitted or applicable))*

E. DELIVERY SCHEDULE / LEAD TIMES

For Initial Order, Goods should be received on or before **[RECEIPT DATE]**.

(Note: State firm delivery, in calendar days, after receipt of requisition)

(a) Initial Order - from date of requisition (in days): _____

(b) Subsequent Orders – from date of requisition (in days): _____

(c) Optional Accessories – from date of requisition (in days): _____

(d) Spare Parts – from date of requisition (in days): _____

F. WARRANTIES: *(Note: Identity any warranties offered (by Contractor, suppliers, manufacturers, etc.) and how your warranty solution will meet the requirements of the Contract Terms)*

_____

_____

_____

G. TRAINING: *(Note: Describe training you will provide re: maintenance, repair or use of the Goods)*

_____

_____

_____

H. QUALITY ASSURANCE: *(Note: Describe your quality assurance program)*

_____

_____

_____

I. CUSTOMER SERVICE:

Customer Service Approach: *(Note: Describe your customer service approach, including issues management, reporting, etc.)*

_____

_____

_____

Response and Performance: *(Note: Describe your ability to repair/replace defective Goods so there is always a 100% level of service or zero downtime for warranty/service work)*

_____

_____

_____

J. **AFTER PURCHASE SUPPORT:** *(Note: Describe after-purchase support, including location of these services, service desk phone number and hours of operation, and how SPS's needs will be addressed in critical times. Include depth and breadth of support)*

By Contractor:

By Manufacturer:

K. **REPLACEMENT PARTS SUPPORT:**

Parts Supplied/Supplier: *(Note: Identify the OEM parts provider(s) of major components within North America, including location and hours of operation)*

Parts Supplier Details: *(Note: Describe how you will meet SPS's expectation of high level of support)*

Performance Details: *(Note: Identify parts you will carry directly, or through a North American supply chain by other parties or OEMs)*

L. **PREVENTATIVE MAINTENANCE SUPPORT:**

Maintenance Provider Details: *(Note: Identify location and hours of operation of authorized service centre)*

Access to Manuals: *(Note: Identify how you will provide electronic access to user/service manuals, and updates, for the Goods)*

Preventative Maintenance: *(Note: Provide preventative maintenance information and scheduling (mandatory and recommended) for the Goods and components)*

Maintenance Tools: *(Note: List any specialized equipment or special tools required for maintenance, and related cost)*

Recommended Parts: *(Note: List any mandatory or recommended replacement parts, frequency of replacement, and cost)*

M. **SECURITY PROCEDURES AND PROTOCOLS:** *(Note: Describe your processes and procedures for maintaining the security of the Goods (including during storage, warehousing and delivery) and maintaining confidentiality of the orders, order details, and other confidential or personal information)*:

_____

_____

_____

N. **CONTRACT TERMS:** *Check one.*

☐ Contractor accepts Part 4 (Contract Terms) of the RFQ in its entirety.

☐ Contractor accepts Part 4 (Contract Terms) of the RFQ with exceptions. *(Note: Identify and describe any proposed exceptions/changes.) (SPS will not be bound by any changes requested unless those changes are incorporated into the Contract Terms and agreed to in writing by the parties).*

Section	Change Proposed	Reason for Change

O. **EXTENSION OF OFFER:** *(Note: To promote cooperative purchasing efforts within the public sector, and to provide additional value to the Contractor, additional law enforcement agencies may desire to opt into a contract with the successful Contractor(s) based on the prices, discounts, terms and/or conditions offered to SPS. Identify your willingness to extend your offer under this RFQ to other public agencies with similar needs within British Columbia. Your response will not affect the evaluation of your Quotation)*

Check one.

☐ Contractor agrees to extend its offer under this RFQ to other public agencies within BC under separate agreement to be negotiated with such agency.

☐ Contractor does not agree to extend its offer under this RFQ to other public agencies within BC.

P. **OTHER:** *(Note: Identity any additional information you feel may be of interest or benefit to SPS)*

_____

_____

_____

Attachment 2 – CONTRACTOR QUESTIONNAIRE

Note: *Other than entering data in the spaces provided, or including attachments as necessary, making changes to this form or submitting an alternate format is discouraged. If space is insufficient, additional lines or pages may be added as necessary.*

A. **Form of Business Organization**

- ☐ Sole Proprietorship
- ☐ Partnership – jurisdiction and date of establishment: _____
- ☐ Corporation – jurisdiction and date of incorporation: _____
- ☐ Joint Venture – identify all joint venturers, and who has primary responsibility for this RFQ _____

B. **Contractor Summary** *(Note: Provide background information (brief history, size, services offered, etc.))*

C. **Experience, Capacity and Authority**

Experience: *(Note: Describe your r*elevant experience delivering goods the same/similar to the Goods):

Capacity: *(Note: Describe your capacity to take on this project within the timeline expectations of SPS):*

Authority: *(Note: Demonstrate your ability and legal authorizations to sell and supply the Goods. Provide proof (ie. manufacturer's letter or similar document))*

D. **Financial References** (*Note: Attach financial statements and/or bank references to demonstrate financial stability).*

We hereby consent to SPS contacting our financial institution to obtain financial references:

Name and Address	Contact Name and Title	Contact Telephone Number

E. **Customer References** (*Note: List 3 customer references (excluding SPS, Surrey Police Board or the City of Surrey), preferably from police/law enforcement organizations, and preferably in Canada or North America).*

We hereby consent to SPS contacting references for the purposes of evaluating our Quotation.

Company and Contact Name	Phone / Email	Work Description

F. **Key Personnel** *(Note: List key personnel who would be the primary SPS contact(s), including key account executive and sales, administration, training and after-purchase support. Include a brief description of their knowledge of the subject matter and experience with law enforcement agencies. By completing this information, you warrant and represent you have each individual's consent to disclosure of their personal information to SPS in accordance with privacy laws.)*

Name and Title	Email & Phone Number	Area of Responsibility	Experience

G. **Sub-contractors** *(Note: List all proposed subcontractors/suppliers and the Goods, or parts of Goods they will supply or work they will undertake. Where final selection has not been made, identify the potential subcontractors/suppliers from which the selection will be made. If none, indicate "Not Applicable". If any are individuals, by completing this information, you warrant and represent you have each individual's consent to disclosure of their personal information to SPS in accordance with privacy laws.).)*

Name and Address	Contact Name & Phone Number	Area of Responsibility	Experience

H. **Conflict of Interest** – *check as applicable*

☐ To the best of the Contractor's knowledge, upon undertaking appropriate investigation and due diligence, the Contractor is not aware of any employees or persons who may be involved in this project, being "Associates"[1] of SPS or Surrey Police Board members, employees, officers or directors.

☐ The Contractor is aware of conflict(s) of interest or potential conflict(s) of interest, as follows: *(Note: Identify parties and their role in the project, confirm their relationship based on the definition of "Associate", and described the proposed solution to manage, minimize or eliminate any perceived or actual conflict(s))*:

_____

_____

[1] "Associate" means (a) a spouse, (b) a parent, sibling, son or daughter, or the spouse of any one of them, (c) a relative who lives in the person's home, (d) a company in which a person owns shares carrying more than 10% of the voting rights attached to all shares of the corporation, (e) a person's business partner, or (f) a trust or estate of which a person is one of the main beneficiaries or for which the person serves as a trustee.