



QUOTATION FORM

(Air Purifier Respirators and Accessories)

| | |
|---|-------------------|
| Purchase Order No.: <i>(to be completed by SPS)</i> | |
| Reference No.: | 1220-041-2021-008 |
| Preferred Due Date: | August 30, 2021 |

Surrey Police Service (SPS) is seeking quotations for the Goods identified in Part II (Pricing).

PART I – SUPPLIER DETAILS

| | | | |
|---------------------------------|----------------------|--------------------------|----------------------|
| Full Legal Name: | <input type="text"/> | GST Registration No: | <input type="text"/> |
| Address: | <input type="text"/> | PST Registration No. | <input type="text"/> |
| | <input type="text"/> | Business License No. | <input type="text"/> |
| | | (including jurisdiction) | |
| Representative/Contact Details: | | | |
| Name and title: | <input type="text"/> | Phone: | <input type="text"/> |
| | | Email: | <input type="text"/> |

PART II – PRICING

The Supplier offers to supply the Goods for the prices plus applicable taxes (in Canadian dollars) as follows:

| GOODS | CATALOGUE NUMBER | DELIVERY TIME <small>(estimated - from order date, in days)</small> | QUANTITIES (estimated) | | UNIT PRICE <small>(excl. taxes) (\$CDN)</small> |
|--|------------------|--|---------------------------|------|--|
| | | | Total Over Term (3 years) | 2021 | |
| AVON – C50 APR Assembly MED | AVON-70501-188 | | 800 | 200 | \$ |
| AVON – CBRNCF50 Filter (each) | AVON-72-72602-2 | | 800 | 200 | \$ |
| AVON - CTCF50 Riot Agent Filter (4-pack) | AVON-72606-3 | | 300 | 75 | \$ |
| Blackhawk-Omega Elite Gas Mask Pouch - BLK | BH-56GM03BK | | 800 | 200 | \$ |
| High Speed Gear – V-2 Gas Mask Pouch – BLK | HSGI-12GM01BK | | 800 | 200 | \$ |

SUBSTITUTIONS:

Makes/models specified are preferred. SPS may consider alternatives the Supplier considers superior, or which offer cost, performance, maintenance or other advantages to SPS and which meet or exceed standards and expectations required for use in law enforcement. Suppliers who wish to recommend alternate makes/models (in addition to or in lieu of those listed) should do so by adding a separate page as an attachment to its quotation, identifying the alternatives, delivery times, unit prices and reasons for the recommendation. Please limit your quotation to one alternate make/model per listed item.

ORDERING AND PAYMENT TERMS:

Quantities: Quantities shown are estimates. Goods will be ordered on an "if, as and when required" basis.

Pricing: Prices are all-inclusive, FOB Destination.

Invoicing and Payment: Invoicing on a per delivery basis. All payments are in arrears.

Discount: Early payment discount of % if invoice paid within days (complete as applicable).

PART III – SUPPLIER DECLARATION

By submitting a quotation, the Supplier acknowledges and agrees to the following:

- No Contract.** SPS is simply inviting quotations. This invitation is not a tender and no obligations of any kind arise from this invitation.
- Acceptance.** The Supplier is making an offer to SPS which may be accepted by SPS by delivering a countersigned copy of the quotation to the Supplier, subject to any changes negotiated by SPS and the Supplier.
- Terms and Conditions.** The Supplier has reviewed and accepts the terms and conditions set out as Attachment 1. All attachments form part of the quotation.
- No Exclusivity.** SPS may negotiate and/or contract with one or more suppliers for all or any portion of the scope.
- Submission Deadline.** SPS may invite or permit the submission of quotations from any party at any time, including after the preferred due date shown above.
- Expenses.** The Supplier is solely responsible for all costs of preparing and submitting a quotation, and for any meetings, negotiations or discussions with respect to its quotation or related to or arising from this invitation.
- No Liability.** SPS is not liable to the Supplier for any claims whatsoever related to or arising from inviting quotations or from the submission of quotations.

| | | |
|--|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Authorized signatory name/title (please print) | Signature | Date |

TO SUBMIT YOUR QUOTATION – send to:

purchasing@surrey.ca

QUESTIONS – contact:

purchasing@surrey.ca

PART IV – ACCEPTANCE - To be completed by SPS if quotation is accepted.

Surrey Police Service accepts this quotation (including attachments listed under "Notes" section below):

| | | |
|--|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Authorized signatory name/title (please print) | Signature | Date |

Notes:
Attachment 1 – Terms and Conditions (*Supply of Goods*)

ARTICLE 1 - BASIC TERMS

- 1.1 Definitions:** In addition to words defined on the Quotation Form and within these terms and conditions, the following words have the following meanings:
- (a) **Agreement** These terms and conditions, the completed Quotation Form signed by the parties, all schedules attached, and all Requisitions issued.
 - (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.
 - (d) **Delivery Location** **Surrey Police Service, 2nd Floor, SW Entrance, 14245 – 56th Avenue, Surrey, British Columbia, V3X 3A2;** or such other address set out in a Requisition for Goods ordered under that Requisition.
 - (e) **Effective Date** The date the Quotation Form has been signed by SPS as shown on the Quotation Form.
 - (f) **Email for Invoices** SPSinvoices@surrey.ca.
 - (g) **Goods** The goods, materials, equipment, supplies, parts and other items to be supplied by the Supplier pursuant to this Agreement.
 - (h) **Milestone Date** Each date or timeline set out in this Agreement, a Requisition, a Change Order or any schedule approved by SPS.
 - (i) **Price** The agreed price as shown on the Quotation Form, a Requisition, a Change Order or any schedule approved by SPS.
 - (j) **Requisition** A written request issued by SPS which itemizes the Goods and quantity required, delivery details and Milestone Dates.
 - (k) **SPS** Surrey Police Service.
 - (l) **SPS Representative(s)** The person(s) designated by SPS as the SPS Representative(s) from time to time.
 - (m) **Term** The period commencing on the Effective Date and continuing for a period of three (3) years, unless renewed or terminated earlier.
 - (n) **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 Supplier, either directly or through the manufacturer/supplier, for the Good.

ARTICLE 2 - PERFORMANCE AND SUPPLY

2.1 Term and Renewal. 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 one additional one-year period. If the Supplier requests a price change upon renewal, the Supplier shall deliver a written request to SPS upon receipt of SPS's notice to renew providing evidence supporting a price adjustment. Price adjustments will not take effect without a Change Order and will only apply to subsequently requisitioned Goods. If the parties do not agree to a price change by the end of the then current Term, at the option of SPS, this Agreement will terminate without renewal.

2.2 Quality/Standards. All Goods to be new (not remanufactured, reconditioned, seconds, or surplus), the current model and configuration at time of requisition, unless otherwise specified by SPS, and meet or exceed legal requirements and national or industry standards and codes. If technology or models change during the Term, SPS may accept substitutions or changes at the relevant time through Change Order.

2.3 Requisitions. SPS will requisition Goods if, as and when required through a Requisition. Quantities ordered will be based on approved budgets and operational needs. Each Requisition is incorporated into, and governed by the provisions of, this Agreement. No charges are authorized unless a Requisition has been issued by SPS.

2.4 No Guarantee. Nothing herein commits SPS to purchase a minimum quantity.

2.5 Shipping/Delivery. The Supplier will ensure the Goods are packaged and shipped in a manner to prevent damage or deterioration and will provide shipping notices for each shipment showing the item number as it appears on the Requisition, quantity, full description and weight. All foreign shipments shall be forwarded and invoiced as prescribed by Canadian customs laws and regulations and in the manner permitting all claims for exemptions, refunds and rebates thereunder. The Supplier will deliver the Goods to the Delivery Location during Business Hours. The Supplier will provide SPS 24 hours' prior notice of each delivery.

2.6 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.

2.7 Acceptance. SPS will inspect the Goods following receipt to ensure they meet the requirements of this Agreement to the satisfaction of SPS. Rejected Goods will be held, returned and/or remedied, at the Supplier's expense. If SPS fails to reject any Goods within 30 days, such Goods are deemed accepted. SPS reserves the right to retain non-conforming Goods and will pay a reasonable price therefor.

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

2.9 Change Orders. SPS will not accept any changes to this Agreement unless made through a Change Order. The list of Goods in this Agreement represents SPS's requirements as at the Effective Date and are subject to change. SPS and the Supplier will regularly review the list to ensure it remains current and make any updates through a Change Order.

ARTICLE 3 - WARRANTIES

3.1 Warranties. In addition to any other warranties or representations forming part of this Agreement, the Supplier 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 Supplier is an authorized seller, distributor, and/or supplier of the Goods;
- (c) the Goods will conform to the drawings, samples or other descriptions provided by the Supplier, and the specifications set out in this Agreement;
- (d) the Goods are fit for their particular purpose and intended use as known 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 Supplier 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. The Supplier, to the satisfaction of SPS, shall, at its own cost, promptly remedy any defect, deficiency or other non-conformance with this Agreement discovered during the Warranty Period. The Supplier 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 Agreement 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 Supplier or a manufacturer, which will be assigned by the Supplier to SPS upon delivery of the Goods.

ARTICLE 4 - SCHEDULES AND DELAYS

4.1 Compliance with Schedule. Time is of the essence. The Supplier will supply the Goods by the Milestone Dates and will notify SPS immediately in writing of any anticipated delays, the reasons therefor and the Supplier's mitigation plan. SPS shall not be responsible for costs incurred by the Supplier to meet a Milestone Date.

4.2 Delay. The Supplier'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; (b) at no additional cost, require the Supplier to expedite shipping or use additional labour to remedy the delay; and (c) invoice the Supplier for costs reasonably incurred by SPS on account of the delay, including additional costs of obtaining the Goods from another source, which invoice will be promptly paid by the Supplier.

ARTICLE 5 - PRICE AND INVOICING

5.1 Pricing. Prices are FOB Destination, all-inclusive (including packing, delivery, duty, brokerage, tariffs, environmental fees (if applicable)) and fixed and firm. SPS may increase or decrease quantities without affecting unit prices. Changes after the

Effective Date to customs duties or value added taxes will result in a corresponding price adjustment.

5.2 Rebates /Discounts. SPS shall be entitled to the benefit of any rebates or discounts offered by the Supplier, manufacturers and others with respect to the Goods. The Supplier will apply any rebates or discounts on the applicable invoice. If there are procedures for claiming rebates or discounts, the Supplier will assist SPS in submitting the claims.

5.3 Holdbacks. 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. Pursuant to the Income Tax Act (Canada), if the Supplier is a non-resident of Canada, SPS will withhold the prescribed amount of tax from each payment and remit it to Canada Revenue Agency.

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

5.5 Payment. Subject to verification, SPS will remit payment, less any discounts and holdbacks, within 30 days following receipt of the Goods to which the payment relates or receipt of invoice, whichever is later. SPS may withhold payment of disputed amounts until the dispute is resolved. SPS may set off amounts owing by the Supplier to SPS against monies owed by SPS to the Supplier.

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

ARTICLE 6 - EXPIRY OR EARLY TERMINATION

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

6.2 Termination for Convenience. SPS may, at any time without cause and at its sole discretion, terminate this Agreement in whole or in part by written notice to the Supplier.

6.3 Effect of Termination.

- (a) If for cause, the Supplier shall be liable, and pay SPS, for any loss or damage suffered by SPS, including increased costs of purchasing the Goods from other sources, and SPS will be entitled to retain out of any sums due to the Supplier, an amount sufficient to indemnify SPS for such loss or damage;
- (b) If for convenience, SPS shall reimburse the Supplier, at cost, for all reasonable costs incurred by the Supplier which could not reasonably have been avoided or mitigated through reasonable efforts, provided the Supplier has notified SPS of any claim for such costs within 60 days of termination date. Upon SPS making the foregoing payments to the Supplier, the Supplier shall have no further cause of action or right against SPS in respect of this Agreement.

6.4 Prepayments. The Supplier 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 6.3 (Effect of Termination).

6.5 Survival of Requisitions. Despite termination or expiration of this Agreement, a Requisition will remain in effect until the supply of Goods thereunder is completed or the Requisition is terminated by SPS upon written notice to the Supplier.

ARTICLE 7 - GENERAL

7.1 Liability and Indemnity. Despite any insurance maintained by SPS, the Surrey Police Board or the City of Surrey, the Supplier hereby defends, indemnifies and saves them harmless from and against all claims resulting from any breach or non-compliance with this Agreement by the Supplier or any loss or damages caused by the Supplier or anyone for whom it is at law responsible. The Supplier shall be liable for all claims, losses and damages in accordance with this Agreement. Nothing herein shall be construed as limiting the amounts for which the Supplier may be legally liable.

7.2 Compliance. The Supplier shall, as a material term, fully comply with all applicable laws and SPS safety and security requirements (including regarding security and background screenings and clearances and site access). The Supplier shall furnish evidence of compliance as SPS may require at any time.

7.3 Confidentiality.

- (a) Any information pertaining to SPS, its operations, or its personnel which is obtained by the Supplier as a result of this Agreement is confidential and must not be disclosed without the prior written authorization of SPS.
- (b) All information supplied to SPS by the Supplier, including its quotation, 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.

7.4 SPS Representative(s). All rights, powers and entitlements of SPS may be exercised by the SPS Representative(s).

7.5 Publicity. The Supplier 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.

7.6 Use of Marks. The Supplier will not use trademarks, logos or other marks of SPS or Surrey Police Board without their prior written approval.

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

7.8 Governing Law. This Agreement will be governed by and construed in accordance with the laws 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.

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

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

7.11 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.

7.12 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.

7.13 Remedies Cumulative. SPS's remedies are cumulative and in addition to any right or remedy available at law or in equity.

7.14 Survival. ARTICLE 3 (Warranties), Section 7.1 (Liability and Indemnity) and Section 7.3 (Confidentiality) survive the expiration or termination of this Agreement.

7.15 Interpretation

- (a) 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.
- (b) "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."

7.16 General. This Agreement constitutes the entire agreement between the parties with respect to its subject matter. 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.