

**REQUEST FOR QUOTATIONS
(Supply of Goods)**



**SURREY
POLICE SERVICE**

Reference Number: 1220-041-2021-007

Goods: Ford Police Interceptor Vehicles with V-6 Gasoline Engine

Issue Date: AUGUST 6, 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: <p align="center">purchasing@surrey.ca</p> 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	Promptly contact procurement at the Address for Inquiries below if you do not receive a receipt confirmation email upon submitting a quotation.
File Size Restrictions	The maximum file size limit per email is 10MB. You should partition and number large emails and identify the number of transmissions.
KEY DATES	
Submission Date:	The Surrey Police Service would prefer to receive Quotations on or before August 27, 2021 (the "Submission Date")
Information Session:	DATE/TIME: TBD PLACE: TBD See section 3.0 (<i>Information Session</i>) You are encouraged to submit questions to the Address for Inquiries below at least three (3) days prior to the Information Session.
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 <u>7 business days</u> prior to the Submission Date, quoting the Reference Number above. No telephone inquiries, please.	

This Request for Quotation is comprised of the following parts:	
COVER PAGE	PART 4 FORM OF QUOTATION
PART 1 INSTRUCTIONS TO CONTRACTORS	Cover letter
PART 2 SCOPE/SPECIFICATIONS	Attachment 1 – Quotation Details
PART 3 CONTRACT TERMS	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 – Scope/Specifications. 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 with the resulting contract with SPS to incorporate the Surrey Police Board and the City of Surrey, with the City of Surrey identified as the intended registered owner of the Goods.
- 1.3 Any right, discretion or authority of SPS is exercisable by SPS, City of Surrey and/or Surrey Police Board, and any right or benefit conferred on SPS extends to each 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 INFORMATION SESSION

- 3.1 If reference to an information session is included in the Key Dates section on the cover page, SPS will conduct an information session on the date(s) identified to provide Proponents an opportunity to pose questions. If no reference to information sessions is included on the cover page, SPS reserves the right to conduct information sessions at a later date and will provide notice by addenda. Proponents are encouraged to attend information sessions. Proponents must comply with meeting location requirements as directed by SPS, including as to safety protocols and site access restrictions. If the information session is identified as mandatory on the cover page, Contractors who fail to attend will be deemed non-compliant and ineligible to submit a quotation. Following the information session, SPS, if it deems necessary, will issue an addendum to this RFQ.

4.0 INQUIRIES AND ADDENDA

- 4.1 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.
- 4.2 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.

5.0 LOBBYING AND INDIRECT COMMUNICATION

- 5.1 Contractors shall not attempt to communicate, directly or indirectly, with any employee, contractor, officer, director or representative of SPS, Surrey Police Board or 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.

SECTION B - QUOTATION SUBMISSION

6.0 SUBMISSION INSTRUCTIONS

- 6.1 Contractors should comply with the Submission Instructions on the cover page. SPS prefers to receive quotations by the Submission Date.
- 6.2 A Contractor submits a quotation at its sole risk.
- 6.3 A Contractor bears all risk the receiving equipment functions properly so SPS receives the entire 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.

7.0 FORM AND CONTENTS OF QUOTATION

- 7.1 Contractors should complete and submit Part 4 - Form of Quotation, signed by its authorized signatory(ies).
- 7.2 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.

8.0 AGREEMENT BETWEEN CONTRACTOR AND SPS

- 8.1 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;
 - (e) acknowledges SPS’s rights under this RFQ, agrees it has no claim against SPS, and hereby waives any right of action against SPS, for failure to accept its quotation and for any damages or costs of any nature arising out of SPS’s use of its discretion under this RFQ; and
 - (f) waives, and will indemnify and hold harmless SPS, Surrey Police Board and City of Surrey, and their respective representatives, agents, consultants, contractors and employees against any claims which arise out of or are related to this RFQ.

SECTION C – EVALUATION AND SELECTION

9.0 PRESENTATIONS AND SAMPLES

- 9.1 SPS may require a Contractor, at its own cost, to:
- participate in information sessions with respect to this RFQ, and/or deliver a presentation of its quotation, at such times and locations to be scheduled by SPS; and/or
 - provide samples of its proposed Goods.

10.0 SELECTION AND AWARD

- 10.1 The quotation having the lowest price will not necessarily be accepted.
- 10.2 SPS intends to select one or more Contractors capable efficiently and cost-effectively meeting the requirements of this RFQ.
- 10.3 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 3 – Contract Terms.
- 10.4 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.
- 10.5 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

11.0 EXERCISE OF DISCRETION AND RESERVATION OF RIGHTS

- 11.1 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 its sole discretion, deems most advantageous to SPS.
- 11.2 SPS reserves the right, in its sole discretion, to:
- waive irregularities in a quotation;
 - elicit offers from other parties (even if they did not submit a quotation);
 - 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, Surrey Police Board or City of Surrey in relation to any other contract or matter; and
 - not proceed with award of contract.
- 11.3 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.
- 11.4 SPS is not obliged to provide reasons with respect to use of its discretion.

12.0 NO RELIANCE

- 12.1 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.
- 12.2 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.

13.0 OWNERSHIP

- 13.1 All quotations submitted become the property of SPS.

14.0 COSTS AND EXPENSES

- 14.1 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.

15.0 WAIVER OF CLAIMS

- 15.1 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, Surrey Police Board or City of Surrey with respect to this RFQ.

16.0 GOVERNING LAW

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

17.0 CONFIDENTIALITY

- 17.1 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.
- 17.2 The British Columbia *Freedom of Information and Protection of Privacy Act* applies to all quotations and other information provided by Contractors, or collected by SPS, as part of the RFQ process. SPS will comply fully with that Act and cannot guarantee any information provided to, or obtained by, 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.

PART 2 – SCOPE/SPECIFICATIONS

A. GENERAL

1. **Scope.** Supply of goods, spare parts, items and accessories as described in this Part 2 (the “Goods”), and all ancillary and related 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 legal requirements and national or industry standards and codes. The Goods must comply with the British Columbia *Motor Vehicle Act*, the Federal *Motor Vehicle Safety Act*, and all Department of Transportation (D.O.T.), British Columbia *Motor Vehicle Act* and WorkSafeBC regulations, and be built in accordance with Society of Automotive Engineering (SAE) standards.
3. **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 the contract terms. SPS may, at its option, obtain spare parts directly from the suppliers/manufacturers, in which event, the Contractor will provide SPS the suppliers’/manufacturers’ contact details and parts numbers upon request.
4. **Quantities.** Quantities ordered will be based on approved budgets and operational needs and may increase or decrease contingent upon availability of funding.
5. **Requisition of Goods.** Requisitions may be issued from time to time over the Term on an “as and when required” basis.
6. **Delivery.** The Contractor will provide SPS 24 hours’ prior notice of each delivery of the Goods.
7. **Substitutions during Term.** If technology and models change during the Term, SPS may accept substitutions for, or changes to, the Goods at the relevant time through Change Order.

B. DETAILS

1. CORE GOODS

Make/Model	Substitutions Permitted (Yes ¹ / No ²)	Estimated Quantities ³	
		Initial Order (upon contract award)	Subsequent Orders (over contract term) Total
Ford Police Interceptor Vehicles - with V-6 Gasoline Engine – all wheel drive (AWD) mid-size, four door SUV, liftback.	No	14	35 – 40 annually
		Model to be the then current model year based on requisition dates	
Police Service Package - all components, equipment, systems, and additional goods or accessories [<i>as set out in Part 4 – Form of Quotation, Attachment 1 – Quotation Details, Table 1B</i>] to be provided as part of a complete vehicle package for each vehicle.	See Part 4, Attachment 1, Table 1B	Per vehicle	

¹ *If Substitutions Permitted.* The make/model specified is the preferred make/model. However, SPS may consider alternatives the Contractor considers superior, or which offer cost, performance, maintenance or other advantages to SPS, provided such alternatives conform to the specifications, critical dates and all other identified requirements of SPS.

² *If No Substitutions Permitted.* Unless the Good has been discontinued or is not readily available at the commencement of the contract term, SPS will not consider substitutions to the make/model. If technology and models change during the contract term, SPS may accept substitutions for subsequent orders at the relevant time through Change Order.

³ *Quantities.* 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.

2. ADDITIONAL GOODS AND ACCESSORIES (as and when required, including as spare parts, or for retrofits of existing vehicles)

Make/Model	Substitutions Permitted (Yes ⁴ / No ⁵)	Estimated Quantities ⁶	
		Initial Order (upon contract award)	Subsequent Orders (over contract term) Total
As set out in Part 4 – Form of Quotation, Attachment 1 – Quotation Details, Table 3	See Part 4, Attachment 1, Table 2	TBD	

3. ANCILLARY SERVICES (optional)

Options	Description
1. Vehicle Branding Application only	Application of vehicle decals/ wraps (as supplied by SPS) based on the layout specifications of SPS
2. Vehicle Branding Manufacture and Application	Manufacture and application of vehicle decals/wraps. Manufacture based on design, materials, reflectivity and other specifications to be established by SPS. Application based on the layout specifications of SPS

4. WARRANTIES

Description	Description
1. Basic	As set out in Part 4 – Form of Quotation, Attachment 1 – Quotation Details, Table 1C
2. Extended	

⁴ If Substitutions Permitted. The make/model specified is the preferred make/model. However, SPS may consider alternatives the Contractor considers superior, or which offer cost, performance, maintenance or other advantages to SPS, provided such alternatives conform to the specifications, critical dates and all other identified requirements of SPS.

⁵ If No Substitutions Permitted. Unless the Good has been discontinued or is not readily available at the commencement of the contract term, SPS will not consider substitutions to the make/model. If technology and models change during the contract term, SPS may accept substitutions for subsequent orders at the relevant time through Change Order.

⁶ Quantities. 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.

PART 3 – CONTRACT TERMS

STANDING OFFER AGREEMENT (Fleet Supply - Ford Police Interceptor Vehicles)

This Agreement is made as of _____, 2021 (the “Effective Date”)

BETWEEN:

SURREY POLICE SERVICE

(“SPS”)

AND:

[CONTRACTOR]

(the “Contractor”)

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

THEREFORE in consideration of the premises and 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 each party hereby acknowledges), the parties hereby covenant and agree with each other as follows:

DEFINITIONS AND INTERPRETATION

1. In this Agreement, in addition to any terms defined elsewhere in this Agreement, the following definitions apply:
 - (a) “**Agreement**” means this agreement and all schedules attached hereto;
 - (b) “**Change Order**” has the meaning set out in Section 45;
 - (c) “**Delivery Date**” means the delivery date(s) as set out in a Requisition or as otherwise agreed between the parties for the applicable Goods;
 - (d) “**Delivery Point**” means City of Surrey Operations Works Yard, Mechanical Division, 6651 – 148th Street, Surrey, B.C., Canada, or such other location identified in the Requisition;
 - (e) “**Fleet Defect**” has the meaning set out in Section 68;
 - (f) “**Good Industry Practice**” means 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 police vehicles 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

- (g) **“Goods”** means the goods, materials, equipment, supplies, parts, accessories and other items to be supplied by the Contractor pursuant to this Agreement as more particularly described in the schedules to this Agreement;
 - (h) **“Indemnitees”** means, collectively and individually, SPS, the Surrey Police Board, the City of Surrey and each of their respective elected and appointed officials, officers, employees, servants, representatives and agents;
 - (i) **“Production Schedule”** has the meaning set out in Section 23;
 - (j) **“Requisition”** means the order form issued by SPS to the Contractor from time to time for the purchase of the Goods;
 - (k) **“Specifications”** means the scope of work and specifications and requirements set out in the schedules to this Agreement, and including anything and everything required to be done for the fulfilment and completion of this Agreement
 - (l) **“SPS Representative”** means the representative designated by SPS from time to time based on the required role, function and requirement, which may include employees and representatives of the City of Surrey;
 - (m) **“Term”** has the meaning set out in Section 8.
2. This Agreement may be modified only by express and specific written agreement signed by the parties.
3. If there is a conflict between the provisions of any documents listed below, then the documents shall govern and take precedence in the following order:
- (a) this Agreement;
 - (b) Schedule C – Quotation Extracts;
 - (c) Schedule A – Scope/Specifications; and
 - (d) other terms, if any, agreed to by the parties in writing.

EXERCISE OF RIGHTS

4. 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 of them.
5. Despite SPS being the signatory to this agreement and purchasing the vehicles, SPS advises the Contractor that the City of Surrey may become the registered owner of the

Goods at the time of transfer of title, and the Contractor will ensure all necessary documentation to effect such ownership is appropriately references the City of Surrey unless otherwise directed by SPS.

STANDING OFFER AND REQUISITIONS

6. This Agreement is a standing offer agreement. SPS will order Goods solely on an “as and when required” basis at any time and from time to time during the Term by issuing a Requisition to the Contractor. The Contractor agrees to provide the quantity of the Goods ordered in each Requisition, on the terms and conditions of this Agreement.
7. Nothing herein contained guarantees SPS will requisition or purchase any minimum quantity of Goods. The aggregate quantity which may be ordered is conditional upon the needs of SPS. No compensation will be accrued, owed or paid to the Contractor if the Goods are not ordered. The Contractor acknowledges and agrees this Agreement does not guarantee SPS will purchase any Goods from the Contractor. All Requisitions, including the timing of the Requisition and the quantity of the Goods required are at the sole and absolute discretion of SPS and may be subject to approval by other parties and subject to applicable budget and financing approvals.

TERM

8. The term of this Agreement will be for a period of one (1) year commencing on the Effective Date and covers up to the current and the next three model years of the Goods. (the “**Term**”).
9. SPS may at any time prior to ninety (90) days before the end of the Term, by written notice to the Contractor, extend the Term for a period not to exceed four (4) additional one (1) year periods. If SPS elects to extend the Term, the provisions of this Agreement will remain in force, including the pricing set out Schedule B (*Pricing*) and all applicable discounts, except as amended in writing by the parties. Goods in process prior to the expiration of the Agreement shall be completed and as construed by SPS to be within the Agreement.

SUPPLY AND DELIVERY OF GOODS

10. The Contractor will supply the Goods meeting the Specifications to the satisfaction of SPS.
11. The Contractor will complete and deliver the Goods in the quantities and in accordance with the schedule set out in the Requisition or as otherwise agreed between the parties. Goods will not be deemed or construed to be delivered until received by SPS at the Delivery Point.
12. The Contractor will deliver the Goods to the Delivery Point free and clear of all liens and encumbrances, failing which the Contractor will, on written notice from SPS, forthwith return all monies paid by SPS on account of the Goods. In such event, SPS may by written notice terminate this Agreement without liability, and the Contractor will be liable for any and all expenses or losses incurred by SPS resulting from such failure.
13. The Contractor shall provide to SPS written notice of delivery of the Goods not less than five (5) days prior to expected date of delivery of the Goods to the Delivery Point, to permit final

inspection scheduling. An authorized representative of the Contractor shall supervise delivery to SPS.

DELIVERY

14. The Contractor will take steps as required so that all the Goods are properly prepared for delivery. 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.
15. The Contractor shall delivery the Goods to the Delivery Point between the hours of 8:00 a.m. to 3:30 p.m., Monday through Friday. SPS will not assume any liability for Goods delivered to an unauthorized location.
16. The Goods must be transported (not driven) to the Delivery Point.

MARKETABLE TITLE

17. The Contractor warrants it has or will have at the time of the transfer of title, good and marketable title to the Goods, free and clear of all liens, restrictions, reservations, encumbrances or claims of any kind, failing which, the Contractor will, on written notice from SPS, forthwith return all monies paid by SPS on account of the Goods. In such event, SPS may by written notice terminate this Agreement without liability, and the Contractor will be liable for any and all expenses or losses incurred by SPS resulting from such failure.

TRANSFER OF TITLE

18. Title and all other property rights, except risk of loss, 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 (including all consumables, products, materials, equipment, tools, supplies and other items) or are otherwise delivered to the Delivery Point by or on behalf of the Contractor under this Agreement, will pass to SPS and/or the City of Surrey, as contemplated by Section 5, free and clear of all encumbrances at the time they are delivered to the Delivery Point.

RISK OF LOSS

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

STANDARD OF PERFORMANCE

20. The Contractor will supply and deliver the Goods and perform other services as described in this Agreement in accordance with:
 - (a) this Agreement;
 - (b) all applicable laws; and
 - (c) Good Industry Practice.

21. 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.

PRE-PRODUCTION MEETING

22. If and when requested by SPS, upon receipt of a Requisition from SPS, and at a time and location designated by SPS, the Contractor will hold and/or attend a pre-production meeting. 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 SPS 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 its authorized representatives for the pre-production meeting will include the Contractor's applicable sales and engineering personnel. The meeting will be held at during normal business hours, in Surrey, British Columbia at a location, date and time agreed to by the parties.

PRODUCTION SCHEDULE

23. The Contractor shall:
 - (a) commence the design, manufacturing and assembly of the Goods promptly following receipt of a Requisition;
 - (b) within ten (10) days after the pre-production meeting or receipt of a Requisition, prepare and submit to SPS a horizontal bar chart final build schedule, including a critical path method satisfactory to the SPS 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, and providing details of the critical events and their inter-relationship to demonstrate the work will be performed in conformance with the Agreement (the "**Production Schedule**");
 - (c) update the Production Schedule to the satisfaction of SPS 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 SPS;
 - (d) pursue the design, manufacturing and assembly of the Goods diligently to ensure 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.

Failure to comply with this Section will be deemed to be a default under this Agreement.

24. If in the reasonable opinion of SPS, 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 SPS a report satisfactory to the SPS 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 SPS 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 SPS 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.

SUBCONTRACTORS

25. SPS reserves the right to approve all subcontractors of the Contractor at any time.

SAFETY

26. If this Agreement includes any inspection, installation or other work on SPS's premises by or on behalf of the Contractor, all such activity shall be performed and undertaken in strict compliance with all applicable health and safety laws and regulations, including, without limitation, the *Workers Compensation Act*, the Occupational Health and Safety Regulation and the *Hazardous Products Act*, and also in strict compliance with any published and issued policies, procedures and/or guidelines of SPS. The Contractor shall provide SPS with the Contractor's Workers Compensation Board registration number and a letter from the Workers Compensation Board confirming the Contractor is registered in good standing with the Workers Compensation Board and all assessments have been paid by the Contractor prior to being entitled to any payment under this Agreement.

WHMIS/MSDS

27. The Contractor covenants and agrees to comply with all the Workers Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, including 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.

TESTS AND INSPECTIONS

28. 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 (whether required by this Agreement, or by the SPS Representative's instructions, or by applicable laws), and if a test, inspection or approval requires a representative sample of materials or workmanship the Contractor shall at the Contractor's own cost supply the labour and materials necessary to provide the sample.
29. If any portion of the work is designated for special tests, inspections or approvals (either as a requirement in this Agreement, or by the SPS Representative's instructions, or by applicable laws), then:
- (a) if the SPS Representative is to perform or arrange for the test, inspection or approval, the SPS 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 SPS Representative timely notice of the date and time for such test, inspection or approval.
30. The Contractor will comply with any order or directions given by the SPS Representative for inspection or testing that was not called for in the Agreement, and the following will apply:
- (a) if such inspection or testing is required to be carried out in advance of the design, manufacturing or assembly of the Goods, then such inspection or testing will be a change to which Sections 45 through 48 apply;
 - (b) if such inspection or testing is required to be carried out on any design, manufacturing or assembly of the Goods that has been completed then:
 - (i) if the inspection or testing determines the design, manufacturing or assembly of the Goods is not in accordance with this Agreement, then the Contractor shall correct such design, manufacturing or assembly and pay all costs of the inspection or testing and all costs of the correction and the restoration; and
 - (ii) if the inspection or testing determines the design, manufacturing or assembly of the Goods is in accordance with this Agreement, then SPS shall pay all costs of the inspection or testing and all costs of the restoration.
31. If the Contractor disagrees with the results of any inspection or testing required in this Agreement or ordered by the SPS Representative, then the Contractor may elect to carry out such further inspection or testing the SPS Representative agrees is acceptable for the purpose of determining whether the design, manufacturing or assembly of the Goods complies with this Agreement. If such further inspection or testing determines the design, manufacturing or assembly of the Goods is not in accordance with this Agreement, then the Contractor shall correct such the design, manufacturing or assembly of the Goods and pay all costs of the initial inspection or testing, all costs of the further inspection or testing, and all costs of the correction. If such further inspection

or testing determines the design, manufacturing or assembly of the Goods is in accordance with this Agreement, then SPS shall pay all costs of the further inspection and testing.

32. If the Contractor covers or permits to be covered any part of the Goods that has been designated for special tests, inspections or approvals, before such special tests, inspections or approvals are made, given or completed, then the SPS Representative may direct the Contractor to uncover such part for the inspections or tests may be satisfactorily completed, and make good such part at the Contractor's own expense, and the Contractor shall comply with such direction.
33. The SPS Representative will be entitled to observe all tests, inspections and approvals, 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 SPS Representative of such tests, inspections and approvals for the Goods.
34. The Contractor shall promptly provide the SPS Representative with two (2) copies of all certificates, inspection and testing reports.

REJECTION OF GOODS

35. Upon delivery of the Goods to the Delivery Point, SPS shall have a reasonable time to inspect and to accept the Goods.
36. Despite transfer of title or the transfer of risk of loss, SPS may reject Goods in whole or in part, not in accordance with this Agreement, whether due to damage resulting from improper packing, loading, unloading or otherwise. SPS shall notify the Contractor of rejection, whereupon those Goods will be held subject to the disposition by the Contractor. The rejected Goods will be held by SPS at the sole risk of the Contractor and the Contractor will promptly remove or cause to be removed the rejected Goods. The Contractor will be responsible for all costs of the removal and disposition of any rejected Goods. Any costs or expenses incurred by SPS on account of any rejected Goods will, upon written demand by SPS, be immediately due and payable by the Contractor, and SPS may set-off such costs and expenses against any payment owing by SPS to the Contractor.
37. Promptly after receiving a notice of rejection, the Contractor will deliver to the SPS Representative a written plan describing the steps the Contractor will take to remedy that non-compliance and ensure the Goods are in accordance with this Agreement, and describing any impacts on the Production Schedule. Such steps shall include any re-testing reasonably required to establish the Goods comply with the Agreement.
38. If in the opinion of the SPS Representative it is not expedient to correct the rejected Goods, then the SPS Representative may direct such Goods remain with SPS and SPS may deduct from the monies otherwise due to the Contractor the difference in value to SPS, considering SPS's intended use of the Goods between the work as performed and that required by this Agreement. The amount of such deduction will be determined in the first instance by the SPS Representative. If such amount is not acceptable to the Contractor, then the parties shall make reasonable efforts to resolve the dispute by amicable negotiations and shall provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.

39. SPS will not accept, nor be responsible for, any restocking charges for any Goods shipped to SPS and returned to the Contractor. The Contractor is to bear all costs including shipping and handling of returned Goods.

PAYMENT

40. SPS will pay to the Contractor the amounts due under this Agreement calculated as follows:
- (a) For Goods based on lump sum pricing – the lump sum prices listed in Schedule B (*Pricing*); and
 - (b) For other Goods and services - the applicable cost and rates as set out in Schedule B (*Pricing*);

subject to any adjustments, as agreed to by SPS in accordance with this Agreement, including through Change Orders.

41. Subject to any contrary provisions set out in this Agreement:
- (a) once the Goods are delivered and accepted by SPS for each Requisition, or at such frequency as approved by SPS, the Contractor shall submit a completed pre-delivery service checklist and an invoice to SPS requesting payment relating to such Goods. Each invoice should be sent **electronically** to: SPSinvoices@surrey.ca (or such other email address as may provided by SPS from time to time) and include the following information:
 - (1) an invoice number;
 - (2) the Contractor's name, address and telephone number;
 - (3) SPS 's order reference number for the Goods;
 - (4) model and serial numbers of the Goods;
 - (5) receipt of a completed Province of British Columbia motor vehicle registration form APV-9T;
 - (6) any applicable taxes payable, as separate line items;
 - (7) discounts; and
 - (8) grand total;
 - (b) if SPS reasonably dispute any portion of an invoice SPS will promptly advise the Contractor;
 - (c) SPS will pay the undisputed portion of an invoice, less any deductions for setoffs, deficiency holdbacks or any other holdbacks permitted by this Agreement, within 30 days of the receipt of the invoice;
 - (d) if the Contractor offers SPS a discount for early payment, SPS may deduct such discount from the amount paid by SPS in full satisfaction of the invoice; and
 - (e) all invoices shall be stated in, and all payments made in, Canadian dollars.
42. The payment by SPS of any invoice will not bind SPS with respect to any subsequent payment or final payment and will not mean SPS has accepted that the Goods are in accordance with the

requirements of this Agreement, or that the Contractor is in any manner released from its obligation to comply with this Agreement.

DEFICIENCY HOLDBACK

43. SPS may hold back from payments otherwise due to the Contractor up to 150% of a reasonable estimate, as determined by SPS, 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.

RIGHT OF SET-OFF

44. SPS may set-off as against any amounts due to the Contractor any amount owing from the Contractor to SPS, including liquidated damages and other amounts as payable by the Contractor to SPS under this Agreement.

CHANGE ORDERS

45. SPS may from time to time propose changes to the Contractor's scope by altering, adding to or deducting from the Contractor's scope, including the Specifications, as SPS in its sole discretion considers necessary to accomplish the general purposes of the Agreement, by issuing written notice to the Contractor of the proposed changes. The prices will be increased or decreased by written agreement of SPS and the Contractor according to the prices (including any applicable discount(s) as set out in, and/or determined in accordance with, Schedule B (*Pricing*). The Contractor may request changes to the Specifications by submitting to SPS a written notice of the requested change detailing the reason for the change and including supporting documentation acceptable to SPS with respect to the requested changes.
46. The Contractor shall, within a reasonable time of receiving notice of a proposed change or at the time it requests a change, present in a form acceptable to SPS, a method of adjustment or an amount of adjustment for price set out in Schedule B (*Pricing*) (whether a net increase, or net decrease), if any, and the adjustment in the then current Production Schedule, if any, for the proposed change.
47. If SPS and the Contractor agree to any price adjustments and the then current Production Schedule, or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a written change order ("**Change Order**"), signed by SPS and the Contractor.
48. The Contractor shall furnish the services or deliverables in the Change Order in accordance with the requirements of the Agreement and any written provisions, specifications, or special instructions issued by SPS with respect to the Change Order.
49. The Contractor shall not make any changes to the Specifications without a Change Order. SPS may refuse to accept all or a part of the Goods if changes are made by the Contractor without a Change Order. SPS will not be responsible for costs incurred by the Contractor with respect to unauthorized changes.

DEFAULT AND TERMINATION

50. If the Contractor does not deliver the Goods by the Delivery Date, or otherwise fails to comply with the requirements of this Agreement, then:
- (a) SPS 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 SPS on account of this Agreement and the Contractor will be liable for all expenses or loss resulting from such failure or delay and will return all monies paid by SPS; or
 - (b) if SPS does not terminate this Agreement for late shipping or delivery, SPS may deduct and setoff from any payments owing to the Contractor all additional costs SPS reasonably incurs on account of the late shipping or delivery.
51. SPS 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.
52. If the Contractor becomes insolvent or makes an assignment for the benefit of creditors or a receiver or trustee is appointed for the property of the Contractor, then SPS may, at its election, and without prejudice to its rights at law or in equity, terminate this Agreement.

DISPUTE RESOLUTION

53. The parties will make reasonable efforts to resolve any dispute, claim, or controversy arising out of this agreement or related to this agreement ("**Dispute**") as follows:
- (a) 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.
 - (b) 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.
 - (c) Litigation. If within 90 days of the request for mediation the Dispute is not settled, or if the mediator advises there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice commence litigation.

WARRANTIES AND INDEMNITIES

54. The Contractor warrants the Goods shall be free from defects in design, materials, workmanship and title, shall conform in all respects to the terms of this Agreement, shall be fit and suitable and

perform satisfactorily for the purposes of police operations and under the conditions made known to the Contractor by SPS or which were reasonably inferable. The Goods shall be at least equal to the higher of national standards or codes (such as, by way of illustration, CSA or ASTM), or standards and codes customarily applicable for police operations or at the place and manner the Goods will be used. The Goods shall be of the best quality, if no quality is specified. This general warranty is independent of and without prejudice to any specific warranty or service guarantee offered by the Contractor or third-party manufacturer or supplier of the Goods in connection with the purpose for which the Goods were purchased. The Contractor shall assign to SPS any warranty or service guarantee offered by a third-party manufacturer or supplier of the Goods. Despite this assignment, if at any time up to one year from the date of delivery or installation (if applicable) SPS determines the Goods or any part do not conform to these warranties, SPS 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 SPS caused by any breach of any of the above warranties.

55. 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 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.
56. The Contractor represents and warrants that all Goods delivered under this Agreement shall comply with all applicable codes, statutes, by-laws, rules and regulations, or any federal, provincial, municipal or other competent authority for the time being in force, including any environmental laws and that the Goods are not dangerous to the environment or to person or health.
57. The Contractor will indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities expenses and judgments (including all actual legal costs) for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons which any of the Indemnitees incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Contractor of any obligation of this Agreement, or any wrongful or negligent act or omission of the Contractor or any employee or agent of the Contractor.

ASSIGNMENT OF WARRANTIES

58. Without limiting the generality of Section 54, the Contractor shall assign to SPS and/or the City of Surrey, as applicable, any warranty or service guarantee offered by a third-party manufacturer, distributor, installer or supplier of the Goods. Nothing in this Section relieves the Contractor from any responsibilities under any of the warranty provisions in this Agreement.

ON-CALL SUPPORT AND ON-SITE SERVICE

59. The Contractor shall, at its own expense, make available a competent engineering service representative(s) available on request to assist SPS in the resolution of engineering or design problems that may arise during any applicable warranty period.
60. The Contractor shall be available to provide on-site service support, commencing on the date the first of the Goods are delivered to the Delivery Point, and ending two (2) years after the last of the Goods are delivered to the Delivery Point.
61. Nothing in Sections 59 or 60 relieves the Contractor from any responsibilities under any of the warranty provisions in this Agreement.

WARRANTY REPAIR OR REPLACEMENT

62. On written notice from SPS of any defects or latent defects discovered in the Goods (including in any materials or equipment forming part of the Goods) within any applicable warranty period, or other non-compliance 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 SPS, 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 the affected Goods are in compliance with this Agreement.
63. After completing the repair and remediation of the affected Goods the Contractor may apply to the SPS Representative for acceptance of that repair and remediation. The SPS Representative will, no later than 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. If for any reason the SPS Representative fails, within 30 days of an application by the Contractor to accept or give reasons for the refusal of that application, the SPS Representative will be deemed to have accepted that application.
64. 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 SPS, then the Contractor will use commercially reasonable efforts to recommend a temporary repair acceptable to SPS 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 SPS for operational reasons 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 which Sections 45 through 48 apply.
65. If the Contractor reasonably determines a temporary repair of the affected Goods is not possible or advisable in the circumstances, it will promptly advise SPS, providing reasons and a recommendation as to whether SPS 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. If SPS continues to use the affected Goods

despite the Contractor's recommendation, 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.

66. The Contractor will carry out all repair and remediation of the affected Goods, including any temporary repair accepted by SPS, at its own cost and without any right to reimbursement by SPS 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 62 through 65, without additional payment by SPS, to a state at least as good as prior to the removal of or damage to the other Goods or property due to the defects, or prior to the repair to such defects.
67. The Contractor shall be liable for all losses, damages, claims, costs or expenses incurred by the Indemnitees in connection with any defect, latent defect or non-compliance covered by any warranty under this Agreement. Despite the foregoing, the Contractor will not be liable for any losses, damages, claims, costs or expenses suffered 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.
68. Nothing in Sections 62 through 67 will be interpreted as precluding SPS from carrying out repair or remediation of the Goods as permitted under this Agreement.

FLEET DEFECTS

69. If any defect or latent defect discovered in the Goods (including in any materials or equipment forming part of the Goods) or other non-compliance with this Agreement, 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 a "**Fleet Defect**"), then the Contractor will remedy such Fleet Defect in respect of all of the Goods to the satisfaction of the SPS Representative, and Sections 63 through 67 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 with respect to such other Goods has expired, except to the extent the Contractor can demonstrate to the satisfaction of the SPS Representative acting reasonably the Fleet Defect does not exist, and will not arise, in connection with the other Goods. Nothing in this section will be interpreted as precluding SPS from carrying out repair or remediation of the Goods as permitted under this Agreement.

FAILURE TO REMEDY DEFECTS

70. 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 SPS 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 pursuant to this Agreement, then SPS may, at its option:

- (a) carry out the repair or remediation using SPS's own forces or others, in a reasonable manner and at the Contractor's sole cost and risk. The Contractor will pay to SPS, within 30 days after receipt of an invoice, the costs reasonably incurred by SPS in remedying the defect or damage;
- (b) require the SPS Representative to determine a reasonable reduction in pricing; or
- (c) if the defect or damage deprives SPS of substantially the whole benefit of the Goods or any one of the Goods, terminate the Agreement 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, SPS 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.

71. If SPS performs any repair or remediation under Section 70, then:

- (a) SPS shall perform the repair or remediation using parts specified by the Contractor specifically for such repair;
- (b) the Contractor will supply and deliver to SPS all parts required to warranty repairs by SPS at no additional cost to SPS. Such parts shall be shipped prepaid to SPS from any source selected by the Contractor, without delay. Parts supplied by the Contractor shall be original equipment supplier (OEM) parts;
- (c) despite Section 71(b), SPS may, at its discretion and on notice to the Contractor, use Contractor-specified parts available from SPS's own stock;
- (d) the Contractor may request damaged parts covered be returned by SPS 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 SPS, reimburse SPS for repairs or remediation carried out by SPS as follows:
 - (i) if SPS uses any Contractor-specified parts available from SPS's own stock, the Contractor shall reimburse SPS 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 SPS's labour costs, the amount shall be determined by multiplying the number of man-hours actually required by a Purchaser Certified Emergency Vehicle 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 SPS'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 SPS shall be submitted by SPS to the Contractor, outlining the costs incurred by SPS 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

72. The warranties set out in this Agreement will apply to all Goods or components of Goods repaired or replaced, whether or not such repair is performed by the Contractor, a third party authorized by the Contractor, or by SPS, 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 the repair or replacement of such Goods, or components of Goods is accepted, and extend for the warranty time period indicated in Section 54.

LIQUIDATED DAMAGES FOR DELAY

73. Without limiting any other remedy SPS may have under this Agreement or at law, if the Goods are not received by the Delivery Date, or due to any defect, latent defect, Fleet Defect, or due to any repairs or remediation required to the Goods as a result of defect, or due to any other non-compliance with this Agreement:
- (a) any of the Goods are unavailable for service, then the Contractor shall pay SPS as liquidated damages 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 SPS, in its sole discretion, activates reserve equipment to maintain service, then the Contractor shall pay SPS as liquidated damages the sum of One Thousand Five Hundred (\$1,500) Dollars for each calendar day that each such reserve equipment is activated.

74. The parties agree the amounts set out in Section 73 are liquidated damages and not a penalty, and reflect a genuine and reasonable pre- estimate of the costs which SPS would incur should the specified circumstances arise. The Contractor hereby authorizes SPS to deduct 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 SPS within thirty (30) calendar days after receipt of written demand by SPS. The amounts specified herein are SPS's sole remedy for the losses specifically described in Section 73.

PARTS AVAILABILITY GUARANTEE

75. 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 after the date of commissioning of the last of the Goods to be delivered. 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 Contractor's then current published catalogue prices.

76. Where the parts ordered by SPS are not received within two (2) business days of the Delivery Date and the Goods are out-of-service due to the lack such parts, then the Contractor shall provide SPS immediately upon SPS'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 SPS.
77. Where the Contractor fails to honour this parts guarantee or parts ordered by SPS are not received within seven (7) days of the Delivery Date, then the Contractor shall provide to SPS within seven (7) days of SPS'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 SPS. The Contractor's design and manufacturing documentation provided to SPS shall be for SPS's sole use in regard to the Goods and for no other purpose.

INTELLECTUAL PROPERTY WARRANTY

78. The Contractor warrants and guarantees the Goods do not infringe any valid patent, copyright or trademark, foreign or domestic, owned or controlled by any other corporation, firm or person.

WAIVER

79. Any failure of SPS at any time or from time to time to enforce or require the strict keeping or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of the terms and conditions and shall not affect or impair the terms or conditions in any way or SPS's right at any time to avail itself of any remedies as SPS may have for any breach or breaches of the terms and conditions.

APPLICABLE LAW

80. This Agreement shall 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 and agree any action under this Agreement shall be brought in such courts.

NOTICES

81. Any notice, report or other document either party may be required or may wish to give to the other should be in writing, unless otherwise expressly provided for, and will be deemed to be validly given to and received by the addressee: (i) by hand, on delivery; and (ii) by mail, five calendar days after posting, to the address for delivery as follows:

If to SPS:

SURREY POLICE SERVICE
13450 - 104th Avenue
Surrey, British Columbia, V3T 1V8

Attention: [name], [title]
With a copy to: [email address]

If to the Contractor:

[name]
[address]

Attention: [name], [title]
With a copy to: [email address]

TIME

82. Time is of the essence of this Agreement.

MERGER AND SURVIVAL

83. The representations, agreements, covenants and obligations set out in this Agreement shall survive the delivery of the Goods and payment of any amounts due and owing to the Contractor.

ENTIRE AGREEMENT

84. This Agreement, including any other documents expressly included by reference in this Agreement, contains the entire agreement of the parties regarding the provision of the Goods, and no understandings or agreements, oral or otherwise, exist between the parties except as expressly set out in this Agreement. This Agreement supersedes and cancels all previous agreements between the parties relating to the Goods.
85. If the Contractor issues an invoice, packing slip, sales receipt, or any like document to SPS, SPS accepts the document on the express condition that any terms and conditions in such document 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 SPS.

SIGNATURE

86. This Agreement may be executed in one or more counterparts and executed and delivered electronically, all of which when taken together will constitute one and the same Agreement.

ENUREMENT

87. This Agreement shall ensure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF the Parties have executed this Agreement as at the Effective Date.

SURREY POLICE SERVICE

[CONTRACTOR]

Name:
Title:

Name:
Title:

Name:
Title:

Schedules attached to, and forming part of this Agreement:

- Schedule A – Scope/Specifications*
- Schedule B – Pricing*
- Schedule C – Quotation Extracts*

Schedule A - Scope/Specifications

[to be inserted and adapted from the details provided in the Contractor's response to the RFQ, as negotiated between the parties and agreed to by SPS]

Schedule B - Pricing

[to be inserted and adapted from the details provided in the Contractor's response to the RFQ, as negotiated between the parties and agreed to by SPS]

Schedule C – Contractor's Quotation Extracts

[to be inserted and adapted from the details provided in the Contractor's response to the RFQ]

PART 4 – FORM OF QUOTATION

CONTRACTOR INFORMATION:

Full Legal Name: _____
Address: _____
GST Registration No: _____ PST Registration No. _____
WorkSafeBC No. (if applicable) _____
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 1220-041-2021-007 ("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
Name (please print):
Title (please print):

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

Attachments:

- Attachment 1 - Quotation Details
- Attachment 2 – Contractor Questionnaire
- Attachment 3 – Catalogue/Goods List/Detailed Specifications, etc. (see Attachment 1, Section A-3)
- Attachment 4 – Production and Delivery Schedule (see Attachment 1, Section B-1)
- Attachment 5 – Sample Pre-Delivery Checklist (see Attachment 1, Section D-3)
- Attachment 6 – Proof of authority to supply the Goods (see Attachment 2, Section D)
- *[identify additional attachments]*

Attachment 1 – QUOTATION DETAILS

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

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. GOODS

1. **SPECIFICATIONS: NOTE:** These Specifications are the preferred Specifications necessary to establish functional and technical requirements. The Goods shall meet or exceed these Specifications. SPS is relying on the Contractor to verify suitability and safety of materials, components, equipment, systems and items. Compatibility is of the essence and any modification, accessory, device, material or type of construction which may be necessary shall be considered to be a part of these Specifications whether detailed by item or not.

(Set out in detail how your technical and functional solution meets the Specifications. Clearly identify any variance with the Specifications, including where conflicts or deviations may exist between your proposed solution and the Specifications or substitutions are recommended. If no substitutions, deviations or conflicts are identified, SPS will consider that the equipment offered is in strict compliance with these Specifications)

TABLE 1A – CORE GOODS - Vehicles

Index #	Specifications			Contractor's Response Details (Equipment Specifications Offered)
1. MODEL YEAR, VEHICLE DETAILS				
a.	Ford Police Interceptor Vehicle with V-6 Gasoline Engine. Style, heavy duty frame, 4 door SUV, and utilizing manufacturer's "police service package".	Make:	Ford	
		Model/Trim:		
		Year		
b.	Fuel Economy	CITY / 100kms.	HWY/ 100kms.	
c.	Full shop maintenance and operational manuals or CD ROM			

TABLE 1B – CORE GOODS AND ACCESSORIES – Police Service Package

Index #	Specifications	Specifications Met? (Indicate)		Contractor's Response Details (Equipment Specifications Offered) <i>Substitutions, deviations or conflicts must be identified in detail (if insufficient space, attach additional pages)</i>
		Yes (Y)	No (N)	
2. EXTERIOR				
a.	Colour, manufacturer's standard white			
b.	Mirrors, dual power mirrors, heated code 549			
c.	Privacy glass installed on 2nd and 3rd row side windows			
d.	Wheels, tires 5 (including spare) - mounted on steel wheels - all tires to be balanced, spare to be full size and of same type above. Including tire pressure monitoring, preference is for all weather tires with snowflake M&S to meet Police vehicle specifications "V" Rated.			
e.	Wheelbase approx. 119"			
f.	Noise suppression bond straps code 60R			
g.	Black grille, bar type			

Index #	Specifications	Specifications Met? (Indicate)		Contractor's Response Details (Equipment Specifications Offered) <i>Substitutions, deviations or conflicts must be identified in detail (if insufficient space, attach additional pages)</i>
		Yes (Y)	No (N)	
3. INTERIOR				
a.	Front seats, dual bucket, drivers' seat power operated with lumbar support, passengers' seat manual two-way adjustable, heavy duty cloth			
b.	Rear seat delete, rear seat, plastic prisoner transport seat			
c.	Air conditioning			
d.	Floor covering, black vinyl with non-slip secured floor mats with lip			
e.	AM/FM radio with MP3 SYNC voice operated systems			
f.	Adjustable steering wheel			
g.	Cruise control			
h.	Power door locks and windows – rear window power disable, (only operable from drivers' side)			
i.	Hidden rear door lock plunger, and inoperable door handle code 52P			
j.	Ballistic door panels, driver and front passenger's door level III plus			
k.	Pre-collision assist with pedestrian detection			
l.	Rear-view mirror with built in screen code 87R			
m.	Remote keyless entry with 4 FOBS (all cars to be keyed alike) w/o keypad, w/global lock and unlock.			
n.	Cargo screen behind rear seat			
o.	Tall boy prisoner shield with recessed panel behind front seat			
4. ENGINE TRANSMISSION				
a.	3.3 litre V6 direct injection			
b.	10 – speed automatic transmission, with 3.73 axle ratio			
c.	AWD			
d.	Engine oil cooler			
5. LIGHTS ELECTRICAL				
a.	Front headlight lighting solution, code 66A			
b.	Ultimate wiring package code 67U			
c.	Police wiring harness connector kit 67V			
d.	Drivers side "A" Pillar LED Spotlight code 51T			
e.	Auto headlamps			
f.	Grille LED lights siren and speaker code 60A			
g.	Side mirrors heated, with LED side facing red/blue flashing lights code 63B			
h.	Tail lamp lighting solution code 66B			
i.	Rear lighting solutions code 66C			

Index #	Specifications	Specifications Met? (Indicate)		Contractor's Response Details (Equipment Specifications Offered) <i>Substitutions, deviations or conflicts must be identified in detail (if insufficient space, attach additional pages)</i>
		Yes (Y)	No (N)	
j.	Rear quarter glass side marker code 63L			
k.	Dark car feature code 43D			
l.	Global lock/unlock feature			
m.	Reverse sensing system			
n.	Reverse camera			
o.	2 - 100-watt sirens/speakers			
p.	CenCom Sapphire Siren System Siren control system to control 2 speakers			
q.	Daytime running lights			
r.	Police silent mode (when activated, courtesy lamps, chimes and daytime running lamps are disabled)			
s.	Secure idle			
t.	Day time running light cut out (switchable on/off by driver)			
u.	AGM Battery, Automatic Charging Relay, Low Voltage Disconnect Module and wiring			
v.	Rear accessory tray with power distribution unit and wiring (rear cargo storage)			
w.	Radio Antenna Cable (mounting kit)			
x.	GPS Antenna White			
y.	Modem Antenna (low profile)			
z.	Harris or Motorola radio Antenna			
aa.	140MHz Antenna			
bb.	Rain cap for antenna			
cc.	Connector (for NMOKHFUD Antenna)			
dd.	Mic clip			
ee.	Bracket for Cencom Sapphire control pad or latest model CenCom control pad			
ff.	Card reader – (Magtek)			
gg.	Arm rest mounting bracket for printer and wiring ready for printer			
hh.	USB connector cable			
ii.	12V power outlet located in dash area			
jj.	Front and rear dome light or equivalent (dual red/white)			
kk.	Courtesy lamps disable			
ll.	Dome Light Switch			
mm.	Traffic advisor- 8-head traffic advisor with one red module and one blue module, with 6 x amber modules (to function as traffic direction lights) in the middle - (amber with red and blue outer)			
nn.	Fuse holder for 12 Gauge wire			
oo.	Utility rear marker light, red driver's side, blue passenger side liftgate code 43A			

Index #	Specifications	Specifications Met? (Indicate)		Contractor's Response Details (Equipment Specifications Offered) <i>Substitutions, deviations or conflicts must be identified in detail (if insufficient space, attach additional pages)</i>
		Yes (Y)	No (N)	
pp.	Docking Plate, Mounting plate for Mobile Workstation			
	CF-31 – for existing computers			
	CF-33 – for new computers			
qq.	Sightline console center console			
rr.	Light Bar (Century 46") LED roof Lightbar (Red/Blue)			
ss.	MKEZ83 mounting kit for lightbar			
tt.	Prisoner Light Red Steady Burn and Clear Lens Prisoner Light			
uu.	Dual Gun Rack Carbine/Shotgun rack			
vv.	Window Bars on Rear Door Windows left/right prisoner bars			
ww.	87499 Relay 40 Amp relay			
xx.	Right angle TNC Crimp needed if vehicle has repeater			
yy.	Setina PB Push bumper with four integrated LED lights, two forward, two side facing with additional siren/speaker			
zz.	5lb Class A, B, & C, dry powder fire extinguisher			
aaa.	Spike Belt			
6. OTHER				
List other standard value-added features already included in proposed vehicle model and/or police vehicle service package (Example: Officer safety protection package / ambush detection safety module, etc.)				

TABLE 1C – WARRANTIES

Index #	Specifications	Years	Kms	Contractor's Response Details
a.	Basic Warranty - Number of years and kilometres covered			
b.	Extended Warranty - Number of years and kilometres covered			
	Note: Warranty and service checks to be made within the City of Surrey			

TABLE 2 – ADDITIONAL GOODS AND ACCESSORIES **Note:** These goods and accessories are also included in Table 1B as part of the Police Service Package for new vehicle acquisitions. Extras may be required by SPS from time to time (including as spare parts or for retrofits of existing vehicles) and therefore duplicated as separate / additional goods and accessories.

Index #	Specifications	Specifications Met? (Indicate)		Contractor's Response Details (Equipment Specifications Offered) <i>Substitutions, deviations or conflicts must be identified in detail (if insufficient space, attach additional pages)</i>
		Yes (Y)	No (N)	
a.	Docking Plate, Mounting plate for Mobile Workstation			
	CF-31 – for existing computers			
	CF-33 – for new computers			
b.	Sightline console center console			
c.	Light Bar (Century 46") LED roof Lightbar (Red/Blue)			
d.	MKEZ83 mounting kit for lightbar			
e.	Prisoner Light Red Steady Burn and Clear Lens Prisoner Light			
f.	Dual Gun Rack Carbine/Shotgun rack			
g.	CenCom Sapphire Siren System Siren control system to control 2 speakers			
h.	Window Bars on Rear Door Windows left/right prisoner bars			
i.	87499 Relay 40 Amp relay			
j.	Right angle TNC Crimp needed if vehicle has repeater			
k.	Setina PB Push bumper with four integrated LED lights, two forward, two side facing with additional siren/speaker			
l.	5lb Class A, B, & C, dry powder fire extinguisher			
m.	Spike Belt			
Other - List other optional value-added features that can be selected for the proposed vehicle model and/or police vehicle service package				

2. **SUBSTITUTIONS:** (Note: If substitutions are permitted, or if Goods have been discontinued or are not available, alternatives may be considered – If not already described in the tables above, provide reasons justifying the alternative (including associated advantages, benefits and risks), full descriptive data on the alternative, evidence substantiating its equivalency, and any schedule and/or price impact (if none identified, it will be deemed to have no impact). SPS will determine, in its sole discretion, whether the alternatives are acceptable).

3. **DETAILED SPECIFICATIONS:**

(Notes: Provide

1. **Specifications** - a full build specification sheet including serial numbers etc.;
2. **Other** - catalogues, goods listings, etc. for the Goods, any optional accessories and any substitutions for the Goods (if substitutions are permitted or applicable)

B. SCHEDULES / LEAD TIMES

1. Production and Delivery Schedules. (Note: Provide a preliminary production schedule and a delivery schedule for the Goods, with committed times for the manufacture of each Good and based delivery to the Delivery Point. It is preferred that the schedules be prepared in the form of a Gantt Chart or in a similar format.)

2. Lead Times. (Note: State firm delivery, in calendar days, after receipt of requisition)

- (a) Initial Order, from date of requisition (in days): _____
(Note: It is anticipated a Requisition for an initial order will be issued promptly after contract award.)
- (b) Subsequent Orders, if any, from date of requisition (in days): _____
- (c) Optional Accessories, if any, from date of requisition (in days): _____
- (d) Spare Parts, if any, from date of requisition (in days): _____

(Note: Describe any known or potential ordering, delivery or availability issues that may impact your ability to promptly supply the Goods (including any caps on order quantities, long lead times, business environment/law enforcement industry factors), how these issues will affect SPS and any potential mitigation factors).

C. PRICING AND PAYMENT TERMS:

1. Currency. All prices are expressed in Canadian dollars.
2. Pricing. Prices are FOB Destination, all-inclusive (including labour, equipment, materials, transportation/freight, packing, delivery, duty, brokerage, tariffs, environmental fees (if applicable) and overheads) and fixed and firm. Federal goods and services tax (“GST”) and Province of British Columbia provincial sales tax (“PST”) is not included in pricing but shown as a separate line item. 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. 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.
5. 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.
6. Pricing - Core Goods and Accessories. (Note: if insufficient space, add additional lines, tables or pages as required)

Item #	Particulars	Cost per Unit (CDN \$)
1.	Price Per Unit (Ford Police Interceptor vehicle with Police Service Package and warranty)	\$
Less:		
2.	Municipal Gov’t Discount/Concession <i>(minimum applicable to all model years)</i>	\$
3.	Other Discounts <i>(provide details):</i>	
	(a)	\$
	(b)	\$
Add:		
4.	Dealer Mark-up/Fee(s) (fixed and firm throughout Term):	\$
5.	Environmental Levy (Lead Acid Battery(ies)):	\$
6.	Province of B.C. Advance Disposal Fee (Tires):	\$
7.	Air Conditioning Surcharge:	\$
8.	Other Fees/Levies <i>(provide details):</i>	\$
	(a)	\$
9.	Winter Tires	\$
10.	Subtotal:	\$
11.	GST (5%) on \$ _____	\$
12.	PST (7%) on \$ _____	\$
13.	TOTAL QUOTATION PRICE (PER UNIT):	\$

7. Pricing – Warranty.

Index #	Particulars	Cost per Vehicle (CDN\$) (excluding taxes)
a.	Basic Warranty	included
b.	Extended Warranty	\$

8. Pricing – Additional Goods and Accessories.

Index #	Particulars	Cost per Unit (CDN \$) (excluding taxes)
a.	Docking Plate, Mounting plate for Mobile Workstation	\$
	CF-31 – for existing computers	\$
	CF-33 – for new computers	\$
b.	Sightline console center console	\$
c.	Light Bar (Century 46") LED roof Lightbar (Red/Blue)	\$
d.	MKEZ83 mounting kit for lightbar	\$
e.	Prisoner Light Red Steady Burn and Clear Lens Prisoner Light	\$
f.	Dual Gun Rack Carbine/Shotgun rack	\$
g.	CenCom Sapphire Siren System Siren control system to control 2 speakers	\$
h.	Window Bars on Rear Door Windows left/right prisoner bars	\$
i.	87499 Relay 40 Amp relay	\$
j.	Right angle TNC Crimp needed if vehicle has repeater	\$
k.	Setina PB Push bumper with four integrated LED lights, two forward, two side facing with additional siren/speaker	\$
l.	5lb Class A, B, & C, dry powder fire extinguisher	\$
m.	Spike Belt	\$
<i>Provide pricing for any other items added to Section A, Table 2 (Additional Goods and Accessories) - (Note: if insufficient space, add additional lines or pages as required)</i>		
		\$
		\$
		\$
		\$
		\$

9. Pricing – Vehicle Branding.

Description		Rates <i>(identify rate and calculation method – flat fee per vehicle, hourly rate, etc.)</i>
1.	Vehicle Branding - Application only	\$ _____
2.	Vehicle Branding - Manufacture and application	\$ _____

10. Pricing – Additional Services and Spare Parts.

Description	Rates
<u>Labour rates for installation of aftermarket parts/accessories.</u>	\$ _____ /hour
<u>Labour rates for repairs/service, (if applicable) - for repairs, trouble shooting, service calls which fall outside of scope, not covered by warranties or other contract terms, or are not otherwise included in pricing.</u>	\$ _____ /hour
<u>Mark-up for parts/services, (if applicable) - 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.</u>	_____ % markup

11. Discounts. SPS shall be entitled to the benefit of, and the Contractor shall extend to SPS, all rebates, price concessions, factory incentive pricing and other discounts offered by the Contractor, manufacturers, suppliers and others with respect to the Goods to ensure SPS receives the best or most favourable price available. The Contractor will apply any such discounts as a credit on the applicable invoice; provided that if there are procedures or deadlines for claiming discounts, the Contractor will co-operate with, and support SPS, in submitting the claims by the deadline, if any.

TABLE 1 – Additional Discounts. In addition to the discounts identified in section 6 of this Attachment (Lump Sum Per Unit pricing table), the following discounts are offered and/or available: *(Note: revise and supplement as applicable)*

Item #	Particulars	Discount	
1.	OEM (Ford) Parts	_____ % off list price	
2.	Factory options not listed	_____ % off MSRP	
3.	Aftermarket option (not already included in pricing table above)	MANUFACTURER	DISCOUNT OF MSRP
			_____ %
			_____ %
			_____ %

TABLE 2 - Other Discounts. *(Note: Identify any other offered or available discounts, including volume discounts, etc.)*

D. SERVICES, SUPPORT AND MISCELLANEOUS

1. **TRAINING:** *(Note: Describe training you will provide re: maintenance, repair or use of the Goods - If not applicable, insert "N/A")*

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

3. **PRE-DELIVERY CHECKLIST:** *(Note: Attach a sample pre-delivery service/inspection checklist)*

4. **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. If not applicable, insert "N/A")*

5. **AFTER PURCHASE SUPPORT:** *(Note: Describe after-purchase support (including engineering and technical support; and technical liaison ad field services), 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. Describe how you will meet SPS's expectation of high level of support. If not applicable, insert "N/A")*

By Contractor:

By Original Equipment Manufacturers (OEMs) *(to support the major components (engine, transmission, chassis, wiring, etc.): In addition, include letters of assurance from OEMs if possible.*

6. **REPLACEMENT PARTS SUPPORT:** *(If not applicable, insert "N/A")*

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 (of engine, transmission, running gear, chassis, body and other equipment) you will carry directly, or through a North American supply chain by other parties or OEMs)*

7. **PREVENTATIVE MAINTENANCE SUPPORT:** *(If not applicable, insert "N/A")*

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)*

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

8. **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):*

9. **CONTRACT TERMS:** *Check one.*

- We accept Part 3 (Contract Terms) of the RFQ in its entirety.
- We accept Part 3 (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

10. **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.

- We agree to extend its offer under this RFQ to other public agencies within BC under separate agreement to be negotiated with such agency.
- We do not agree to extend its offer under this RFQ to other public agencies within BC.

11. **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 RFQ⁷ _____

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

C. Experience and Capacity

Experience: (Note: Describe your relevant 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):

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

E. Financial References

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

Name and Address	Contact Name and Title	Contact Telephone Number

⁷ If the Contractor is a joint-venture or limited partnership, all information requested in sections A – C of this Attachment shall be submitted for each participant in the joint-venture or limited partnership. A separate page may be attached for this purpose. The primary representative who shall assume all responsibilities for the Work, if successful, shall be identified.

- F. **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

- G. **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

- H. **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

- I. **Conflict of Interest** – check as applicable

- To the best of our knowledge, upon undertaking appropriate investigation and due diligence, we are not aware of any employees or persons who may be involved in this project, being "Associates"⁸ of SPS or Surrey Police Board members, employees, officers or directors.
- We are 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)):

Additional Attachments:

- Attachment 3 – Catalogue/Goods List/Detailed Specifications, etc. (see Attachment 1, Section A-3)
- Attachment 4 – Production and Delivery Schedule (see Attachment 1, Section B-1)
- Attachment 5 – Sample Pre-Delivery Checklist (see Attachment 1, Section D-3)
- Attachment 6 – Proof of authority to supply the Goods (see Attachment 2, Section D)
- Other [identify]

⁸ "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.