



REQUEST FOR QUOTATIONS

Title: Mobile Fuel Supply and Related Services

Reference No.: 1220-040-2024-013

FOR THE SUPPLY OF GOODS AND SERVICES

(General Services)

Issue Date: January 26, 2024

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REQUEST FOR QUOTATIONS

1. INTRODUCTION

This Request For Quotations (the “**RFQ**”) is an invitation by the City of Surrey (the “**City**”) to prospective contractors to provide a quotation on the form attached as Schedule B – Form of Quotation to Attachment 1 – Agreement – Goods and Services (the “**Quotation**”) for the supply, delivery and off-loading of diesel fuel (marked and unmarked), including mobile and emergency fuel deliveries at various locations as more fully described in Schedule A – Scope of Services to Attachment 1 – Agreement – Goods and Services (the “**Goods and Services**”).

The description of the Goods and Services sets out the preferred requirements of the City. A person that submits a Quotation (the “**Contractor**”) should prepare a Quotation that meets the preferred requirements, and may as it may choose, in addition, also include goods, services or terms that exceed the preferred requirements.

2. ADDRESS FOR QUOTATION DELIVERY

The Contractor should submit the Quotation **electronically** in a single pdf file which must be received by the City by email to: purchasing@surrey.ca

Confirmation of receipt of email will be issued. Quotations that cannot be opened or viewed may be rejected. A Contractor bears all risk that the City’s receiving equipment functions properly so that the Quotation is received by the City by the Date.

Note: The maximum file size the City can receive is 10Mb. If sending large email attachments, Contractors should phone [604-590-7274] to confirm receipt.

3. DATE

The City would prefer to receive Quotations on or before **February 13, 2024** (the “**Date**”).

4. INQUIRIES

All inquiries related to this RFQ should be directed in writing to the person named below (the “**City Representative**”) to the email address listed below. Information obtained from any person or source other than the City Representative may not be relied upon.

Name: Sunny Kaila, Manager, Procurement Services
E-mail: purchasing@surrey.ca
Reference: 1220-040-2024-013

Inquiries should be made no later than seven business days before the Date. The City will attempt to respond to all reasonable inquiries made no later than seven business days before the Date but reserves the right, in its discretion, to decline to respond to an inquiry.

The City reserves the right not to respond to inquiries made within 7 business days of the Date, but the City may, in the City's discretion, respond to late inquiries if the City, in its discretion, considers that the inquiry should be addressed in the interest of fairness to all Contractors. Inquiries and responses will be recorded and may be distributed to all Contractors at the discretion of the City.

Contractors finding discrepancies or omissions in the Agreement or RFQ, or having doubts as to the meaning or intent of any provision, should immediately notify the City Representative. If the City determines that an amendment is required to this RFQ, the City Representative will issue an addendum in accordance with Section 5. No oral conversation will affect or modify the terms of this RFQ or may be relied upon by any Contractor.

5. ADDENDA

If the City determines that an amendment is required to this RFQ, the City Representative will issue a written addendum by posting it on the BC Bid Website at www.bcbid.gov.bc.ca and the City Website at www.surrey.ca (collectively, the "**Websites**"), and upon posting, any addenda will form part of this RFQ. It is the responsibility of Contractors to check the Websites for addenda. The only way this RFQ may be added to, or amended in any way, is by a formal written addendum. No other communication, whether written or oral, from any person will affect or modify the terms of this RFQ or may be relied upon by any Contractor. By delivery of a Quotation, the Contractor is deemed to have received, accepted and understood the entire RFQ, including any and all addenda.

6. NO CONTRACT

This RFQ is simply an invitation for quotations (including prices and terms) for the convenience of all parties. It is not a tender or a request for proposals and no obligations of any kind will arise from this RFQ or the submission of Quotations. The City may negotiate changes to any terms of a Quotation, including negotiation of amendments to Contractors' prices in Schedule B to a Quotation, and may negotiate with one or more Contractors or may at any time invite or permit the submission of quotations (including prices and terms) from other parties who have not submitted Quotations. This RFQ does not commit the City in any way to select a Contractor or to proceed to negotiations for a contract, or to award any contract, and the City reserves the complete right to at any time reject all Quotations and to terminate this RFQ process.

7. ACCEPTANCE

A Quotation will be an offer to the City which the City may accept at any time by signing the copy of the Quotation and delivering it to the Contractor. A Quotation is not accepted by the City unless and until both the authorized signatory of the Contractor and the authorized signatory of the City have signed. Delivery of the signed Agreement by the City may be by fax or pdf e-mail or hard copy. In that event, the contract will be comprised of the documents

included in the definition of Agreement in Attachment 1 – Quotation Agreement – Goods and Services.

8. CONTRACTOR'S EXPENSES

Contractors are solely responsible for their own expenses in preparing and submitting Quotations, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from this RFQ. The City and its representatives, agents, consultants and advisors will not be liable to any Contractor for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any matter whatsoever, incurred by the Contractor in preparing and submitting a Quotation, or participating in negotiations for a contract, or other activity related to or arising out of this RFQ.

9. CONTRACTOR'S QUALIFICATIONS

By submitting a Quotation, a Contractor represents that it has the expertise, qualifications, resources, and relevant experience to supply the Goods (if any) and perform the Services.

10. CONFLICT OF INTEREST

A Contractor should disclose in its Quotation any actual or potential conflicts of interest and existing business relationships it may have with the City, its elected or appointed officials or employees. The City may rely on such disclosure.

11. SOLICITATION OF COUNCIL MEMBERS, CITY STAFF AND CITY CONSULTANTS

Contractors and their agents will not contact any member of the City Council, City staff or City consultants with respect to this RFQ, other than the contact person named in Section 4, at any time prior to the award of a contract or the cancellation of this RFQ and which could be viewed as one Contractor attempting to seek an unfair advantage over other Contractors.

12. CONFIDENTIALITY

All Quotations become the property of the City and will not be returned to the Contractor. All Quotations will be held in confidence by the City unless otherwise required by law. Contractors should be aware the City is a "public body" defined by and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

13. SIGNATURE

The legal name of the person or firm submitting the Quotation should be inserted in the Quotation. The Quotation should be signed by a person authorized to sign on behalf of the Contractor and include the following:

- (a) If the Contractor is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Quotation should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Quotation on behalf of the corporation is submitted;
- (b) If the Contractor is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venturer should be included, and each partner or joint venturer should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the City that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venturer is a corporation then such corporation should sign as indicated in subsection (a) above; or
- (c) If the Contractor is an individual, including a sole proprietorship, the name of the individual should be included.

14. MULTIPLE PREFERRED CONTRACTORS

The City reserves the right and discretion to divide up the Goods and Services, either by scope, geographic area, or other basis as the City may decide, and to select one or more Preferred Contractors to enter into discussions with the City for one or more Contracts to perform a portion or portions of the Goods and Services. If the City exercises its discretion to divide up the Goods and Services, the City will do so reasonably having regard for the RFQ and the basis of Quotations.

15. NO CLAIMS

Each Contractor, by submitting a Quotation, irrevocably:

- (a) agrees that it will not bring any claim, demand, action, cause of action, suit or proceeding, whether arising in contract, tort (including negligence) or otherwise (a "**Claim**") against the City or any of its employees, directors, officers, advisors or representatives, or any one of them, for any costs, damages or other compensation for any matter relating directly or indirectly to this RFQ (including in the event that the City rejects or disqualifies or for any other reason fails to accept an Quotation, accepts a non-compliant Quotation or otherwise breaches, or fundamentally breaches, the terms of this RFQ or any duties arising from this RFQ; and
- (b) waives any Claim against the City and its employees, directors, officers, advisors or representatives, or any one of them, for any compensation of whatsoever nature or kind, including for loss of anticipated profits, loss of opportunity, indirect, incidental or consequential damages or losses if no contract is entered into for the Goods and Services between the Contractor and the City for any reason

whatsoever, including in the event that the City rejects or disqualifies or for any other reason fails to accept an Quotation, accepts a non-compliant Quotation or otherwise breaches, or fundamentally breaches, the terms of this RFQ or any duties arising from this RFQ.

16. NO GUARANTEE OF VOLUME OF GOODS AND SERVICES OR EXCLUSIVITY OF CONTRACT

The City makes no guarantee of the value or volume of Goods and Services to be assigned to the successful Contractor. The agreement to be negotiated with the selected Contractor will not be an exclusive contract for the provision of the Goods and Services. The City may contract with others for goods and services the same as or similar to the Goods and Services.

17. SITE CONDITIONS

Contractors, either personally or through a representative, have the responsibility to be knowledgeable of the services locations and to be familiar with, and make allowance for, all factors related to the Goods and Services that might affect providing the Goods and performance of the Services, including the location of the sites, local conditions related to the supply and delivery of the Goods and performance of the Services, and any other relevant matters. By submitting a Quotation, a Contractor will be deemed to have undertaken any required inspection and to have taken into account of all such factors in the preparation of its Quotation.

ATTACHMENT NO. 1 - AGREEMENT – GOODS AND SERVICES

Reference Title: Mobile Fuel Supply and Related Services

RFQ No.: 1220-040-2024-013

THIS AGREEMENT dated for reference this _____ day of _____, 2024 (the “**Effective Date**”).

BETWEEN:

CITY OF SURREY
13450 - 104 Avenue
Surrey, B.C., V3T 1V8

(the “**City**”)

AND:

_____ (*Insert Full Legal Name and Address of Contractor*)
(the “**Contractor**”)

WHEREAS the City wishes to engage the Contractor to provide Goods and Services and the Contractor agrees to provide Goods and Services.

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

1. DEFINITIONS AND INTERPRETATION

1.1 In these General Terms and Conditions:

- (a) “Agreement” means this agreement and all schedules attached hereto;
- (b) “City” means the City of Surrey;
- (c) “Contractor” means a contractor whose Quotation has been accepted by the City and who is providing the Goods and Services under this Agreement;
- (d) “Effective Date” means the date first above written;
- (e) “Purchase Price” means the price(s) set out in Schedule B – Quotation Extracts, for the provision of the Goods and Services, unless otherwise agreed by the parties in writing, and includes all taxes;
- (f) “Goods” means the equipment or materials (if any) as described generally in Schedule A, including anything and everything required to be done for the fulfilment and completion of this Agreement;
- (g) “Indemnitees” has the meaning described in Section 11.2;
- (h) “RFQ” means the Request for Quotations;
- (i) “Services” means the services as described generally in Schedule A including anything and everything required to be done for the fulfilment and completion of this Agreement; and
- (j) “Term” has the meaning described in Section 3.1.

- 1.2 This Agreement may be modified only by express and specific written agreement. In the event of a conflict between the provisions of any documents listed below, then the documents shall govern and take precedence in the following order:
- (a) this Agreement;
 - (b) Schedule B – Quotation Extracts;
 - (c) Schedule A – Specifications of Goods and Scope of Services
 - (d) Schedule A1 – List of Service Locations; and
 - (e) other terms, if any, that are agreed to by the parties in writing.

2. GOODS AND SERVICES

- 2.1 The Contractor covenants and agrees with the City to provide the Goods and Services in accordance with this Agreement. The Goods and Services provided will meet the specifications and scope set out in Schedule A – Specifications of Goods and Scope of Services of this Agreement, and as described in Schedule B – Quotation Extracts of this Agreement.
- 2.2 The City may from time to time, by written notice to the Contractor, make changes in the specifications of Goods and scope of Services. The Fees will be increased or decreased by written agreement of the City and the Contractor according to the rates set out in Schedule B – Quotation Extracts of this Agreement.
- 2.3 The Contractor will, if requested in writing by the City, provide additional goods or services. The terms of this Agreement will apply to any additional goods or services, and the fees for additional goods or services will generally correspond to the fees as described in Schedule B – Quotation Extracts of this Agreement. The Contractor will not provide any additional goods or services in excess of the specification of Goods and scope of Services requested in writing by the City.
- 2.4 The Contractor will perform the Services with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner performing services similar to the Services, and on the understanding that the City is relying on the Contractor's experience and expertise. The Contractor represents that it has the expertise, qualifications, resources, and relevant experience to supply the Goods and Services.
- 2.5 The Contractor will deliver the Goods free and clear of all liens and encumbrances in the manner and to the destination stipulated. In the event of the Contractor's failure to meet this condition, the Contractor will, on written notice from the City, forthwith return all monies paid by the City on account of the Goods and in addition the City may by written notice terminate this Agreement without liability, and in such event, in addition to the above, the Contractor will be liable for any and all expenses or losses incurred by the City resulting from such failure.

3. TERM

- 3.1 This Agreement will commence upon the Effective Date and will continue for one (1) year unless renewed or terminated earlier (the “**Term**”).
- 3.2 The City may, at its sole discretion 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 of time not to exceed four (1) one-year renewal periods. If the City elects to extend the Term, the provisions of this agreement will remain in force, including the Fees, except where amended in writing by the parties.

4. TIME

- 4.1 Time is of the essence.

5. PURCHASE PRICE

5.1 Purchase Price – Fuel Costs

Support Services costs, fuel costs and the cost of other products and services are as set out in Schedule B – Quotation Extracts. Fuel costs shall be the same, whether they are delivered on a regular basis or on an emergency basis.

5.2 Support Services

Support services include the delivery, off-loading, dispensing fees, mileage, labour, and transportation (the “**Delivery Costs**”) required to deliver the Goods and perform the Services to the various delivery locations, as specified by the City or the Surrey Fire Service. Delivery costs will be fixed for the initial Term of the agreement. For the renewal term, delivery costs will be subject to an increase or decrease based on the agreed upon pricing change mechanism, as described in Schedule B – Quotation Extracts. Unit prices and delivery costs shall apply to mobile fuel delivery and emergency fuel delivery to the various delivery locations, as specified by the City.

- 5.3 For greater certainty, costs of general management, non-technical supporting services and general overhead are deemed to be covered by the Fees and will not be subject to additional payment by the City. The Fees shall also include without limitation all costs of boxing, packing, crating, and loading and unloading the Goods at the prescribed destination.

6. DELIVERY REQUIREMENTS

- 6.1 The Contractor shall be required to deliver the Goods and Services in accordance with the technical requirements set out in Schedule A, within the timeframes specified, if any. The delivery vehicle(s) shall be equipped with all components, including, without limitation, connectors and hoses of the proper size, strength and length, necessary to successfully complete delivery of the Goods and performance of the Services at all locations and Sites.

6.2 The Contractor should use an electronic reader when delivering the Goods to the delivery location or Site, for the purposes of accurately reading the number of litres transferred from the delivery vehicle to the City's tanks. The Contractor shall have a delivery slip preferably signed by a City staff member accepting delivery. The delivery slip should include approval of the quantity of Goods delivered.

6.3 Contractor to monitor usage and current tank levels to determine the next day deliveries and deliver the required Goods. The Contractor shall monitor changes in usage and shall adjust Goods delivery schedules as required to ensure they meet the preferred service levels.

7. SPILL MANAGEMENT

7.1 The Contractor should institute a precautionary spill management plan for all service locations, and prevailing industry standards in order to prevent any spill, or to mitigate the consequences and damage should such spill occur. The Contractor should provide the City with a copy of such plan for review promptly upon request.

8. PAYMENT

8.1 Subject to any contrary provisions set out in Schedule B – Quotation Extracts of the Agreement, the Contractor will submit a monthly invoice to the City requesting payment of the portion of the Fees relating to the Goods and Services provided in the previous month. Invoices should include the Contractor's name, address and telephone number, the City's purchase order number << insert purchase order or contract reference number >>, the Contractor's invoice number, the names, charge-out rates and number of hours worked in the previous month of all employees of the Contractor that have performed Services during the previous month; the percentage of Services completed and Goods delivered at the end of the previous month; the total budget for the Goods and Services and the amount of the budget expended to the date of the invoice; taxes (if any); and grand total of the invoice.

8.2 If the City reasonably determines that any portion of an invoice is not payable, then the City will so advise the Contractor.

8.3 The City will pay the portion of an invoice which the City determines is payable within 30 days of the receipt of the Invoice, except the City may hold back from payments 10% of the amount the City determines is payable to the Contractor until such time as the Contractor provides its final report to the City.

8.4 If the Contractor offers the City a cash discount for early payment, then the City may, at the City's sole discretion, pay the portion of an Invoice which the City determines is payable at any time after receipt of the Invoice.

Invoices will be submitted by the Contractor electronically to: surreyinvoices@surrey.ca

- 8.5 Unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of Canada.
- 8.6 If the Contractor is a non-resident of Canada and does not provide to the City a waiver of regulation letter, the City will withhold and remit to the appropriate governmental authority the greater of:
- (a) 15% of each payment due to the Contractor; or
 - (b) the amount required under applicable tax legislation.

9. USE OF WORK PRODUCT

- 9.1 The Contractor hereby sells, assigns and transfers to the City the right, title and interest required for the City to use and receive the benefit of all the reports, drawings, plans, designs, models, specifications, computer software, concepts, products, designs or processes or other such work product produced by or resulting from the Services rendered by the Contractor. This Section does not give the City the right to sell any such work product to any third party and the City may sell the work product only with the prior approval of the Contractor. The Contractor may retain copies of the work product.

10. PERSONNEL AND SUBCONTRACTORS

- 10.1 The Contractor will provide only personnel who have the qualifications, experience and capabilities to provide the Goods and perform the Services.
- 10.2 The Contractor will provide the Goods and Services using the personnel and sub-contractors as may be listed in the Quotation, and the Contractor will not remove any such listed personnel or sub-contractors from the Services without the prior written approval of the City.
- 10.3 If the City reasonably objects to the performance, qualifications, experience or suitability of any of the Contractor's personnel or sub-contractors then the Contractor will, on written request from the City, replace such personnel or sub-contractors.
- 10.4 Except as provided for in Section 8.2, the Contractor will not engage any personnel or sub-contractors, or sub-contract or assign its obligations under this Agreement, in whole or in part, without the prior written approval of the City.
- 10.5 The Contractor will preserve and protect the rights of the City with respect to any Services performed under sub-contract and incorporate the conditions of this Agreement into all sub-contracts as necessary to preserve the rights of the City under this Agreement. The Contractor will be as fully responsible to the City for acts and omissions of sub-contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

11. LIMITED AUTHORITY

- 11.1 The Contractor is not and this Agreement does not render the Contractor an agent or employee of the City, and without limiting the above, the Contractor does not have authority to enter into any contract or reach any agreement on behalf of the City, except for the limited purposes as may be expressly set out in this Agreement, or as necessary in order to provide the Goods and Services. The Contractor will make such lack of authority clear to all persons with whom the Contractor deals in the course of providing the Goods and Services. Every vehicle used by the Contractor in the course of providing the Goods and Services shall identify the Contractor by name and telephone number.
- 11.2 The Contractor is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City will not control or direct the details, means or process by which the Contractor performs the Services. The Contractor will determine the number of days and hours of work required to properly and completely perform the Services. The Contractor is primarily responsible for performance of the Goods and Services and may not delegate or assign any Services to any other person except as provided for in Section 8.4. The Contractor will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-contractors.

12. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

- 12.1 Except as provided for by law or otherwise by this Agreement, the Contractor will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of the provision of the Goods or performance of the Services and this Agreement, and will not, without the prior express written consent of the City, publish, release, disclose or permit to be disclosed any such information to any person or corporation, either before, during or after termination of this Agreement, except as reasonably required to complete the Goods and Services.
- 12.2 The Contractor acknowledges that the City is subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia and agrees to any disclosure of information by the City required by law.
- 12.3 The Contractor agrees to return to the City all of the City's property at the completion of this Agreement, including any and all copies or originals of reports provided by the City.

13. WARRANTIES

- 13.1 The Contractor warrants that the Goods shall be free from defects in design, materials, workmanship and title, shall conform in all respects to the terms of this Agreement, shall be fit and suitable and perform satisfactorily for the purposes and under the conditions made known to the Contractor by the City or which were reasonably inferable. The Goods shall be at least equal to the higher of national standards or codes (such as, by way of illustration, CSA or ASTM), or standards and codes customarily applicable at the place where the City

will use the Goods. The Goods shall be of the best quality, if no quality is specified. This general warranty is independent of and without prejudice to any specific warranty or service guarantee offered by the Contractor or third party manufacturer or supplier of the Goods in connection with the purpose for which the Goods were purchased. The Contractor shall assign to the City any warranty or service guarantee offered by a third party manufacturer or supplier of the Goods. Notwithstanding this assignment, if at any time up to one year from the date of delivery or installation (if applicable) the City determines the Goods or any part do not conform to these warranties, the City shall notify the Contractor within a reasonable time after such discovery, and the Contractor shall then promptly correct such nonconformity at the Contractor's expense. Goods used to correct a nonconformity shall be similarly warranted for one year from the date of installation. The Contractor's liability shall extend to all liabilities, losses, damages, claims and expenses incurred by the City caused by any breach of any of the above warranties.

- 13.2 The Contractor warrants and guarantees that Goods and Services delivered under this Agreement do not infringe any valid patent, copyright or trademark, foreign or domestic, owned or controlled by any other corporation, firm or person, and agrees to indemnify and save harmless the City and all of its elected and appointed officials, officers, employees, servants, representatives and agents (collectively the "**Indemnitees**"), from and against any and all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) by reason of any claim, action or litigation arising out of any alleged or actual infringement of any patent, copyright or trademark, foreign or domestic, relating to the Goods and Services supplied under this Agreement.

14. INSURANCE AND DAMAGES

- 14.1 The Contractor will indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons which any of the Indemnitees incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Contractor of any obligation of this Agreement, or any wrongful or negligent act or omission of the Contractor or any employee or agent of the Contractor.
- 14.2 The indemnities described in this Agreement will survive the termination or completion of this Agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Indemnitees.
- 14.3 The Contractor will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this Agreement the following insurances in forms and amounts acceptable to the City from insurers licensed to conduct business in Canada:
- (a) commercial general liability insurance on an occurrence basis, in an amount not less than five million (\$5,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations

of the Contractor, its employees and agents. The insurance will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and operators liability, broad form products and completed operations, owners and contractors protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability, broad form loss of use, personal injury, and incidental medical malpractice. The City will be added as additional insured;

- (b) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than three million (\$3,000,000) dollars per occurrence for bodily injury, death and damage to property; and
- (c) contractors' equipment insurance in an all risks form covering construction machinery and equipment used for the performance of the Services.

14.4 The Contractor will provide the City with evidence of the required insurance prior to the commencement of this Agreement. Such evidence will be in the form of a completed certificate of insurance acceptable to the City. The Contractor will, on request from the City, provide certified copies of all of the Contractor's insurance policies providing coverage relating to the Services, including without limitation any professional liability insurance policies. All required insurance will be endorsed to provide the City with thirty (30) days advance written notice of cancellation or material change restricting coverage. To the extent the City has an insurable interest, the builder's risk policy will have the City as first loss payee. The Contractor will be responsible for deductible amounts under the insurance policies. All of the Contractor's insurance policies will be primary and not require the sharing of any loss by the City or any insurer of the City.

14.5 The Contractor acknowledges that any requirement by the City as to the amount of coverage under any policy of insurance will not constitute a representation by the City that the amount required is adequate and the Contractor acknowledges and agrees that the Contractor is solely responsible for obtaining and maintaining policies of insurance in adequate amounts. The insurance policy coverage limits shall not be construed as relieving the Contractor from responsibility for any amounts which may exceed these limits, for which the Contractor may be legally liable.

14.6 The Contractor shall place and maintain, or cause any of its sub-contractors to place and maintain, such other insurance or amendments to the foregoing policies as the City may reasonably direct.

14.7 The Contractor hereby waives all rights of recourse against the City for loss or damage to the Contractor's property.

15. CITY RESPONSIBILITIES

15.1 The City will, in co-operation with the Contractor, make efforts to make available to the Contractor information, surveys, and reports which the City has in its files and records that

relate to the Goods and Services. The Contractor will review any such material upon which the Contractor intends to rely and take reasonable steps to determine if that information is complete or accurate. The Contractor will assume all risks that the information is complete and accurate and the Contractor will advise the City in writing if in the Contractor's judgment the information is deficient or unreliable and undertake such new surveys and investigations as are necessary.

15.2 The City will in a timely manner make all decisions required under this Agreement, examine documents submitted by the Contractor and respond to all requests for approval made by the Contractor pursuant to this Agreement.

15.3 If the City observes or otherwise becomes aware of any fault or defect in the delivery of Goods or the provision of Services, it may notify the Contractor, but nothing in this Agreement will be interpreted as giving the City the obligation to inspect or review the Contractor's performance with regards to delivering Goods or the performance of the Services.

16. DEFICIENCIES

16.1 The City shall have a reasonable time to inspect and to accept the Goods and Services. The City may reject any Goods or Services not in accordance with this Agreement, whether due to damage resulting from improper packing, loading, unloading or otherwise. The City shall notify the Contractor of rejection of the Goods whereupon the Goods will be held subject to the disposition by the Contractor. Any costs or expenses incurred by the City as a result of the rejection of the Goods or Services are, immediately upon written demand by the City, payable by the Contractor, and may be set off against any payments owing by the City to the Contractor.

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

17. DEFAULT AND TERMINATION

17.1 In the event the Contractor does not deliver the Goods or perform the Services by the date specified in this Agreement, then:

- (a) the City reserves the right to terminate this Agreement, in whole or in part, and in the event of such termination no payment will be owing by the City on account of this Agreement and the Contractor will be liable for any and all expenses or loss resulting from such failure or delay and will return all monies paid by the City; or
- (b) if the City does not terminate this Agreement for late delivery or performance, the City may deduct and setoff from any payments owing to the Contractor all additional costs the City reasonably incurs on account of the late delivery or performance.

- 17.2 The City may by written notice at any time cancel this Agreement with respect to Goods which, as of the date of cancellation, have not been shipped.
- 17.3 The City may at any time and for any reason by written notice to the Contractor terminate this Agreement before the completion of all the Goods and Services, such notice to be determined by the City at its sole discretion. Upon receipt of such notice, the Contractor will perform no further Goods and Services other than the work which is reasonably required to complete the Goods and Services. Despite any other provision of this Agreement, if the City terminates this Agreement before the completion of all the Goods and Services, the City will pay to the Contractor all amounts owing under this Agreement for Goods and Services provided by the Contractor up to and including the date of termination, plus reasonable termination costs in the amount as determined by the City in its sole discretion. Upon payment of such amounts no other or additional payment will be owed by the City to the Contractor, and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Goods and Services not performed or other profit opportunities.
- 17.4 The City may terminate this Agreement for cause as follows:
- (a) If the Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or if a receiver is appointed because of its insolvency, the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Contractor or receiver or trustee in bankruptcy written notice; or
 - (b) If the Contractor is in breach of any term or condition of this Agreement, and such breach is not remedied to the reasonable satisfaction of the City within 5 days after delivery of written notice from the City to the Contractor, then the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Contractor further written notice.
- 17.5 If the City terminates this Agreement as provided by Section 17.4 then the City may:
- (a) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Goods and Services;
 - (b) withhold payment of any amount owing to the Contractor under this Agreement for the performance of the Goods and Services;
 - (c) set-off the total cost of completing the Goods and Services incurred by the City against any amounts owing to the Contractor under this Agreement, and at the completion of the Goods and Services pay to the Contractor any balance remaining; and
 - (d) if the total cost to complete the Goods and Services exceeds the amount owing to the Contractor, charge the Contractor the balance, which amount the Contractor will forthwith pay.

18. CURING DEFAULTS

- 18.1 If the Contractor is in default of any of its obligations under this Agreement, then the City may without terminating this Agreement, upon 5 days written notice to the Contractor, remedy the default and set-off all costs and expenses of such remedy against any amounts

owing to the Contractor. Nothing in this Agreement will be interpreted or construed to mean that the City has any duty or obligation to remedy any default of the Contractor.

19. DISPUTE RESOLUTION

- 19.1 The parties will make reasonable efforts to resolve any dispute, claim, or controversy arising out of this Agreement or related to this Agreement (“Dispute”) using the dispute resolution procedures set out in this Section.
- 19.2 Negotiation: The parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.
- 19.3 Mediation: If all or any portion of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may by notice to the other party refer the matter to mediation. Within 7 days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Surrey, British Columbia. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation.
- 19.4 Litigation: If within 90 days of the request for mediation the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice commence litigation.

20. WCB AND OCCUPATIONAL HEALTH AND SAFETY

- 20.1 The Contractor agrees that it shall, at its own expense, procure and carry, or cause to be procured, carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in the supply of the Goods and Services. The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for the Workers' Compensation Board coverage against any monies owing by the City to the Contractor. The City will have the right to withhold payment under this Agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of the Goods and Services have been paid in full.
- 20.2 The Contractor will provide the City with the Contractor's Workers' Compensation Board registration number and a letter from the Workers' Compensation Board confirming that the Contractor is registered in good standing with the Workers' Compensation Board and that all assessments have been paid to the date thereof prior to the City having any obligations to pay monies under this Agreement.
- 20.3 The Contractor agrees that it is the prime contractor for the Goods and Services as defined in the *Workers Compensation Act, R.S.B.C. 2019, c.1*, as amended. The Contractor will

have a safety program in place that meets the requirements of the Workers' Compensation Board Occupational Health and Safety Regulation and the *Workers Compensation Act*. As prime contractor, the Contractor will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the Goods and Services. That person will be the person so identified in this Agreement, and the Contractor will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.

- 20.4 Without limiting the generality of any other indemnities granted by the Contractor in this Agreement, the Contractor shall indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgements, penalties and proceedings (including all actual legal costs) which any of the Indemnitees incur, suffer or are put to arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.
- 20.5 The Contractor will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensations Act* and Regulations pursuant thereto.
- 20.6 The City may, on twenty-four (24) hours written notice to the Contractor, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person. However, in no case will the City be responsible to ascertaining or discovering, through inspections or review of the operations of the Contractor or otherwise, any deficiency or immediate hazard.
- 20.7 The Contractor understands and undertakes to comply with all Workers' Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations. All "Material Safety Data Sheets (MSDS)" shall be shipped along with the Goods and any future MSDS updates will be forwarded.

Refer to Schedule A-2 – Contractor Health & Safety Expectation – Responsibility of Contractors for additional information.

The Contractor Health & Safety Expectation – Responsibility of Contractors, attached as Schedule A-2 to this Agreement, forms a part of and is incorporated in this Agreement.

Refer to Schedule A-3 – Prime Contractor Designation Letter of Understanding for additional information.

The Prime Contractor Designation Letter of Understanding, attached as Schedule A-3 to this Agreement, forms a part of and is incorporated in this Agreement.

21. BUSINESS LICENSE

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

22. GENERAL PROVISIONS FOR GOODS

- 22.1 Documentation for shipments of Goods from outside Canada shall be provided by a Contractor by airmail and shall include all documents as required by law or customary practice. All packages shall be marked as follows:

“Upon arrival, please contact customs broker:
Livingston International Inc.
Telephone: 604-685-3555
Fax: 604-605-8231
Email: cst19@livingstonintl.com”

- 22.2 If this Agreement pertains to the fabrication, assembly or other processing of the Goods, representatives of the City shall be permitted free access at all reasonable times for the purpose of inspection, testing or obtaining information as to the progress of the fabrication, assembly or processing.
- 22.3 The City may require that shop drawings be submitted by the Contractor for review prior to the delivery of the Goods. The City may require that a qualified registered professional engineer stamp and approve a shop drawing prior to submission. Any review of shop drawings by the City will not relieve the Contractor from its obligation to deliver Goods in full compliance with all requirements of this Agreement.

23. COMPLIANCE

- 23.1 The Contractor will provide the Goods and Services in full compliance with all applicable laws, building codes and regulations.
- 23.2 The Contractor will, as a qualified and experienced practitioner, interpret applicable codes, laws and regulations applicable to the performance of the Services. If an authority having jurisdiction imposes an interpretation which the Contractor could not reasonably have verified or foreseen prior to entering into this Agreement, then the City will pay the additional costs, if any, of making alterations so as to conform to the required interpretation.
- 23.3 The Contractor shall comply with all applicable policies, procedures and instructions provided by the City

24. JURISDICTION OF COUNCIL AND NON-APPROPRIATION

- 24.1 Nothing in this Agreement limits or abrogates, or will be deemed to limit or abrogate, the jurisdiction of the Council of the City in the exercise of its powers, rights or obligations under any public or private statute, regulation or by-law or other enactment.
- 24.2 The Contractor recognizes and agrees that the City cannot make financial commitments beyond the City's current fiscal year. The City will annually make bonafide requests for appropriation of sufficient funds to cover all payments covered by this Agreement. If City Council does not appropriate funds, or appropriates insufficient funds, the City will notify the Contractor of its intention to terminate or reduce the services so affected within 30 days after the non-appropriation becomes final. Such termination shall take effect 30 days from the date of notification, shall not constitute an event of default and shall relieve the City, its officers and employees, from any responsibility or liability for the payment of any further amounts under this Agreement.

25. WAIVER

- 25.1 Any failure of the City at any time or from time to time to enforce or require the strict keeping or performance of any of the terms and conditions contained in 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 the City's right at any time to avail itself of any remedies as the City may have for any breach of the terms and conditions.

26. APPLICABLE LAW AND CITY POLICIES

- 26.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia. The City and the Contractor accept the jurisdiction of the courts of British Columbia and agree that any action under this Agreement shall be brought in such courts.
- 26.2 The Contractor shall comply with all applicable policies, procedures and instructions provided by the City.

27. NOTICES

- 27.1 Any notice, report or other document that either party may be required or may wish to give to the other should be in writing, unless otherwise expressly provided for, and will be deemed to be validly given to and received by the addressee:
- (a) by hand, on delivery;
 - (b) by facsimile, on transmission; or
 - (c) by mail, five calendar days after posting.
- 27.2 The addresses for delivery will be as shown in the Quotation. In addition, the City may give notice to the Contractor by email at the Contractor's email address as shown in the

Quotation, which email will be deemed to be validly given and received by the Contractor on transmission. The Contractor may not give notice to the City by email.

28. MERGER AND SURVIVAL

28.1 The representations, agreements, covenants and obligations set out in this Agreement shall survive the delivery of the Goods and performance of the Services and payment of the Fees and Disbursements.

29. ENTIRE AGREEMENT

29.1 This Agreement, including the Schedules and any other documents expressly included by reference in this Agreement, contains the entire agreement of the parties regarding the provision of the Goods and Services, and no understandings or agreements, oral or otherwise, exist between the parties except as expressly set out in this Agreement. This Agreement supersedes and cancels all previous agreements between the parties relating to the Goods and Services.

29.2 In the event that the Contractor issues an invoice, packing slip, sales receipt, or any like document to the City, the City accepts the document on the express condition that any terms and conditions in it which constitute terms and conditions which are in addition to or which establish conflicting terms and conditions to those set out in this Agreement are expressly rejected by the City.

30. SIGNATURE

30.1 This Agreement shall be signed by a person authorized to sign on behalf of the Contractor.

30.2 This Agreement may be executed and delivered in counterparts and in electronic format with the same effect as if all parties had originally signed and delivered the same document and all counterparts will be construed together to constitute one and the same agreement.

31. FORCE MAJEURE

31.1 Each party will be excused from performance under this Contract for any period and to the extent that it is prevented from or delayed in performing any obligations pursuant to this Contract, in whole or in part, by any Force Majeure Event. The affected party may invoke this section by promptly notifying the other party in writing of the nature and estimated duration of the suspension of the party's performance. In such event, the affected party will be excused from further performance of obligations so affected for so long as such Force Majeure Event prevails and such party continues to use its best efforts to recommence performance whenever and to whatever extent possible without delay (except that a party is not required by this Section to compromise its position with respect to or settle any labour dispute in order to satisfy its obligations hereunder). For the avoidance of doubt, nothing in this Section will affect the City's right to terminate this Contract for convenience as provided in Section 17.

31.2 For the purposes of this Contract, "Force Majeure Event" will mean the occurrence of an event or circumstance beyond the reasonable control of a party, provided that (i) the non-performing party is without fault in causing or preventing such occurrence and (ii) such occurrence cannot be circumvented through the use of commercially reasonable alternative sources, workaround plans or other means. Force Majeure Events will include acts of federal, provincial, local or foreign governmental authorities or courts, war or insurrection, civil commotion, catastrophic events, including without limitation earthquakes, catastrophic weather conditions, pandemics, fires, floods, storms or other elements of nature or acts of God, and labour disturbances that affect the party claiming force majeure.

32. ENUREMENT

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

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

CITY OF SURREY

by its authorized signatory(ies):

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

<<NAME OF CONTRACTOR>>

I/We have the authority to bind the Contractor.

(Legal Name of Contractor)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

SCHEDULE A – SCOPE OF SERVICES

1. PURPOSE

- 1.1 The Contractor shall provide the supply, delivery, and off-load of fuel products (e.g. marked and unmarked diesel, as applicable) including mobile and emergency fuel, on an as and when required basis. The City requires on-site delivery of fuel for heavy construction equipment at various sites throughout the City, this may include after-hours deliveries. **Additionally**, the City requires on site delivery and refueling on an as required basis for various City emergency standby generators (collectively, the “**Goods and Services**”).
- 1.2 Miscellaneous requirements consist of bulk diesel (clear and marked, as applicable) in small and large quantities on a regular delivery cycle or as requested by site staff.
- 1.3 The City does not guarantee any number of emergency standby generators or construction equipment that will require Goods and Services and may increase or decrease the number of units requiring Goods and Services during the Term.
- 1.4 The Contractor will possess, and have readily available in functioning order, all required, tools, equipment, apparatus, facilities, and materials needed to perform all work necessary to maintain the emergency standby generators, and construction equipment.

2. SCOPE

- 2.1 The Contractor should provide a Goods and Services program that includes:
- (a) **Construction Sites**: Routine fuel delivery Services for construction sites (daily, every other day, weekly, or as required) at various locations throughout the City.
- [Note: Regarding extended fire scenes, the City’s Fire Services may require to have on-site fire apparatus refueled at the fire scene. This will allow the fire trucks to refuel without having to leave the area. City Fire Services may require to have a fuel truck on standby at the scene.]*
- (b) **Emergency Standby Power Generators**. Refer to Schedule A-1 – List of Service Locations, for additional information. This Schedule A-1 provides a listing of emergency standby generators and their locations to be serviced. The City’s approximately 75 emergency standby generators located throughout the City will be refueled on an as and when required basis. Some of the generators are located at City buildings, Fire Halls, and pump stations where they provide emergency back-up power in the event of a power loss.
- (c) **Emergency call-out Services**. The Contractor is to have a 24-hour response service and dispatching network for accepting emergency call out services.

The Contractor must be available on a 24/7 “as, if and when required” basis for emergency services to support civic facilities and City Fire Services staff in the event of an emergency that requires additional Goods and Services.

The Contractor shall provide 24/7 Service and shall be the first point of contact should there be a requirement for Services during normal hours or after hours.

- (d) **Contractor Contact List**. The Contractor shall establish a list of key contacts with telephone numbers for the purpose of responding to all calls from the City, including after hours for emergencies. For emergency call-out services a 24/7 contact list is to be provided to the Department Representative.

2.2 Services required will include, but not limited to, the provision of:

- Mobile fuel delivery trucks, attachments and related ancillary equipment;
- Qualified and experienced personnel
- Additional transportation, if required;
- Tools;
- Required permits; and
- Any and all other associated tasks related to the provision of the Goods and performance of the Services requested in this RFQ.

3. PROTECTION OF THE PUBLIC

3.1 The Contractor shall take adequate measures to protect the public, City staff, and all other on site from injury, damage, or other loss resulting from the performance of the fuel delivery and dispensing operations and related activities.

4. SITE CONTROL AND CLEAN-UP

4.1 The Contractor shall at all times be responsible for maintaining a safety zone around the refueling worksite with safety cones, etc. At the end of the refueling services at each location or Site, the Contractor shall ensure the location or Site is safe and secure and, at the conclusion of the Services.

5. CAPACITY AND CAPABILITY

5.1 The Contractor must have the capacity and capability to provide the Goods and Services and meet the requirements on an as and when required basis, and continue to provide the Goods and Services and meet the requirements during periods, where volumes increase with little or no advanced notice (such as during emergency situations or special events) and on a rush basis from time to time. The Contractor is expected to handle logistics to support the provision of the Goods and performance of the Services.

6. REPORTING

- 6.1 The Contractor will provide detailed reports, with supporting documentation, with respect to the Services performed at such intervals as required by the City.
- 6.2 For example – Monthly service reports will include the locations and quantity of fuel dispensed and associated costs. Each report is to present these details in both a summary and detailed format, showing:
- (i) Total number of locations/Sites serviced during the period, with corresponding costs;
 - (ii) Total amount of fuel dispensed by location, with corresponding costs; and
 - (iii) other relevant metrics
- 6.3 Plus, include as supporting documentation:
- (iv) copy of delivery slips which accompanied each location serviced.

7. CONTRACT MANAGEMENT

- 7.1 Regular meetings will be established to evaluate contract performance and operations for the purpose of maintaining high quality standards for the Services. Such meetings will stipulate necessary action steps to be taken to meet and improve/enhance the performance of the Services, build efficiencies and maintain standards and expectations.

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SCHEDULE A-1 - LIST OF SERVICE LOCATIONS

Table 1: Pump Station Generators and Locations

Unit #	Site Name	Address	Division	Voltage	Phase	Kw	Amps	KVA	Engine	
00R001	North Cloverdale Lift Station	6800 176 St.	Sanitary	600	3	150		187.5	Detroit	92 Series 80637405
00R020	Whalley Pump Station	14650 105 A Ave.	Water	600	3	750		958	IH	KS 3992
00R028	Grandview Pump Station	16666 24 Ave.	Water	600	3	400	481	500	Cummins	QSX15-G9
00R029	Port Kells Lift Station	9800 190 St.	Sanitary	600	3	100	154	125	John Deere	4045
01R019	Works Yard Storage 85a Kw	6651 148 St	Portable	480	3	72	98	100	John Deere	4045
01R021	Works Yard Storage 85b Kw	6651 148 St	Portable	480	3	72	98	100	John Deere	4045
01R022	Works Yard Storage 125 Kw	6651 148 St	Portable	480	3	110	150	137	John Deere	6068
02R018	Royal City Pump Station	11500 Block 126 A St.	Drainage	600	3	250			Cummins	NTA855P
02R025	Fleetwood Booster Station	9000 Fleetwood Way	Water	600	3	600	721	750	Cummins	VTA28-G5
06R008	North Bluff Lift Station	1577 161 St.	Sanitary	600	3	350		438	Caterpillar	3406B
09R034	Campbell Heights Lift Stn	19210 21 Ave.	Sanitary	600	3	150		188	Cummins	6 CTA-8.3
10R065	Peace Portal Lift Station	17480 4 Ave.	Sanitary	600	3	180	217	225	John Deere	6068HF285
11R066	Liverpool Lift Station	12540 114 Ave.	Sanitary	600	3	125		156	John Deere	6068
12R067	Pattullo Pump Station	Old Yale Road @ River	Drainage	600	3	360		450	Volvo	TAD1241GE
13R069	Maple Drainage Pump St	Maple St Crescent Beach	Drainage	600	3	60	72	75	John Deere	5030HF285
14R070	Morgan Creek 2 Lift Stn	15900 37 Ave.	Sanitary	600	3	300			John Deere	6090HFG96

Unit #	Site Name	Address	Division	Voltage	Phase	Kw	Amps	KVA	Engine	
16R074	Quibble Creek Lift Station	King George & 94 A Ave.	Sanitary	600	3	350			Cat 3412	3412
16R075	Newfield Lift Station	17000 105A Ave	Sanitary	600	3	51	61	64	Kohler MDC	3404TM/618A
16R076	Burkhart Lift Station	15410 68 Ave	Sanitary	600	3	81	97	101	John Deere	4045HF285
16R077	Douglas Sanitary Pump Station	200 171 St	Sanitary	600	3	100	120	125	John Deere	4045HF285
16R078	Stewart Farm Lift Station	1389 Crescent Road	Sanitary	600	3	81	97	101	John Deere	4045HF285
18R080	114th Ave	12729 114th Ave	Sanitary	600	3	100	120	125	John Deere	4045HF285
19R100	FERGUS SANITARY STATION	1451 168 Street	P&C	600	3	400	481	500	Volvo Penta	V275895
20R103	Sunnyside 1	2399 146th Street	Water	600	3	410	421	513	John Deere	6135HFG84
79R012	Manson Pump Station	10650 Timberland Rd.	Drainage	600	3	450			Cummins	VT12800GS
82R003	South Westminster Vac Stn	10643 Span Road	Sanitary	600	3	200		250	Cummins	NT-855-0
86R005	Bear Creek Lift Station	7850 144 St.	Sanitary	600	3	35	79		Deutz	F4L912
86R006	Elgin Lift Station	3603 King George Blvd..	Sanitary	600	3	100		125	Ford	LSG-8751-6005-A
90R014	Sullivan Lift Station	12300 Sullivan St.	Sanitary	240	3	35	80	43.75	Ford	CSG649
94R009	Ocean Park 1 Lift Station	12 B Ave & 132 B St.	Sanitary	600	3	135	162	169	John Deere	6081
94R052	Works Yard 35 Kw	6651 148 St	Portable	240	1	35	150	43.75	Perkins	4.236 LD35008.F2314
94R099	Coquitlam	500 Mariner Way Coquitlam	P&C	20						
95R010	Newton Pump Station	128 St. & 62 A Ave.	Water	600	3	500		1125	Cummins	VTA-1710PG800
97R024	Greenway Lift Station	172 St. & 86 A Ave.	Sanitary	600	3	35		44	John Deere	4045

Unit #	Site Name	Address	Division	Voltage	Phase	Kw	Amps	KVA	Engine	
99R015	Sunnyside 2 Pump Station	2200 146 St.	Water	600	3	400		500	Cummins	450 P0281 11648A
99R016	Kennedy Pump Station	12171 90 Ave.	Water	600	3	580	698	725	Cummins	VT 12-800-GC
99R030	Clayton Pump Station	190 St. & 72 Ave.	Water	600	3	600	722	750	Cat	C-18
99R031	Morgan Creek 1 Lift Stn	16400 Highpark Ave.	Sanitary	600	3	100	160	125	John Deere	6068
99R032	Southport Lift Station	3653 Elgin Road	Sanitary	600	3	300		375	Cummins	NTA-855-G2
99R033	West Newton Lift Station	6909 122 St.	Sanitary	600	3	100		125	Cummins	DGDB-7277920
99R463	Semiahmoo Lift Station	16025 8Th Ave.	Sanitary	600	3	837	1068		Detroit	62V92TA

Table 2: City Facility Building Generators and Locations

Unit #	Site Name	Address	Division	Voltage	Phase	Kw	Amps	KVA	Engine	
03R059	RCMP Semiahmoo Library	152 St & 18 Ave.	RCMP	208	3	40		50	Cummins	B3.3-G2
03R060	RCMP Guildford	148 St. & 104 Ave.	RCMP	240	1	12	50		OHVI	OE6219
03R062	Surrey Sport & Leisure	166 St. & Fraser Hwy	Facilities	600	3	50	60	62.5	Cummins	BT3.9-G4
04R063	RCMP Surrey City Centre	King George & 107 A Ave.	RCMP	208	3	44.8	155	56	John Deere	4045
06R061	RCMP HQ West (Old City Hall)	14245 56 Ave	Facilities	600	3	350	424	440	Volvo	TAD1241GE
10R064	RCMP Annex	143 St & 57 Ave.	RCMP	208	3	450	1563	583	CAT	C15
13R068	New City Hall	13450 104 Ave.	Facilities	600	3	1280	1540		Mitsubishi	S12R-YIPTA-2
14R071	Guildford Aquatic Centre	15105 105 Ave	Facilities	600	3	35		44	PSI	4.3

14R072	Grandview Aquatic Centre	16855 24 Ave.	Facilities	600	3	39	48	48.8	PSI	PSI 4.3
14R073	New Works Yard 500kW	6651 148 St	Facilities	600	3	500	501	525	John Deere	6135HFG75A
17R079	South Operations Works Yard	2336 166 St	Facilities	600	3	100	120	125	John Deere	4045HF285
19R101	NTH SURREY SPORT & ICE COMPLEX	12780 110 ave V3V0C6	PRC							
19R102	Fuel Station	14687 66 Ave	Fleet	240	1	12	50		CAT	C13
82R053	Newton Wave Pool	72 Ave & King G	Facilities	208	3	44.8	155	56	Ford	LSG-4231-6006-A
89R055	RCMP Headquarters	143 St. & 57 Ave.	RCMP	208	3	450	1563	583	CAT	3306B
91R057	South Surrey Arena	148 St. & 22 Ave.	Facilities	600	3	230	277	287	Mitsubishi	6D14NAS

Table 3: City Fire Hall Generators and Locations

Unit #	Site Name	Address	Division	Voltage	Phase	Kw	Amps	Make	Model
09R081	Fire Hall 1	8767 132nd Street, Surrey, BC V3W 4P1	Fire	208	3			Kohler – John Deere	150REOZJD
00R082	Fire Hall 1	8767 132nd Street, Surrey, BC V3W 4P1	Fire	208	3	80	278	Onan	80DGDA
99R083	Fire Hall 2	13079 104th Avenue, Surrey, BC V3T 1T8	Fire					Onan - Cummins	100DGDB
99R084	Fire Hall 4	14586 108th Avenue, Surrey, BC V3R 1V7	Fire					Katolight - Perkins	8790326
90R085	Fire Hall 5	10042 176 Street, Surrey, BC V4N 4H4	Fire					Simpower - Nissan	SD22
98R086	Fire Hall 6	9049 152 Street, Surrey, BC V3R 4E6	Fire					Kohler – John Deere	30ROZJ
00R087	Fire Hall 8	17572 57th Avenue, Surrey, BC V3S 1G7	Fire					Kohler – John Deere	30ROZJ
96R088	Fire Hall 9	14901 64th Avenue, Surrey, BC V3S 1X8	Fire					Kohler	100ROZJ8

06R089	Fire Hall 10	7278 132nd Street, Surrey, BC V3W 4M4	Fire					John Deere Katolight	D105FPJ4
90R090	Fire Hall 11	12863 60th Avenue, Surrey, BC V3W 1R3	Fire					Northstar	20.ODL4-B.1483F
00R091	Fire Hall 12	2610 128th Street, Surrey, BC V4A 3W5	Fire					Stamford	V2203
81R092	Fire Hall 13	15155 18th Street, Surrey, BC V4A 6Y2	Fire					Simson Maxwell	GSCP-9
10R093	Fire Hall 14	2016 176th Street, Surrey, BC V3S 9V4	Fire					Kohler	126REOZJB
91R094	Fire Hall 15	18915 64th Avenue, Surrey, BC V3S 8E7	Fire					Cummins	20DGAB
91R095	Fire Hall 17	15329 32nd Avenue, Surrey, BC V3Z 0G3	Fire					Onan - Cummins	4BT3.9-G2
95R096	Fire Hall 18	8091 164th Street, Surrey, BC V4N 0P1	Fire					Cummins	20DKAE
94R097	West Repeater	6275 128 Street, Surrey (entrance is via 62A and into a back alley)	Fire			20		Onan	20DGAB 4A2-3G1
94R098	South Repeater	20575 0 Ave, Langley (entrance via 0 Ave)	Fire			80		Onan	

Table 4 – Heavy Construction Equipment Site Delivery Requirements:

The following requirements apply:

- Equipment Refueling – Stokes Pit, located at 19475 26 Avenue, Surrey, BC, consisting of large front-end loader, and sometimes excavator.
- Construction crew 1, consisting of excavator, backhoe onsite, sometimes a rental machine, locations will vary depending on the work.
- Construction crew 2, consisting of backhoe and excavator.

SCHEDULE A-2
CONTRACTOR HEALTH AND SAFETY EXPECTATIONS
Responsibility of the Contractor(s)

The City of Surrey strives to maintain a safe work environment for employees and contractors and insists upon the enforcement of safe practices and procedures in all premises and in all work activities. It is essential that all contractors and their employees and sub-contractor(s) perform in the same manner. It is every employer and contractor's responsibility to ensure that staff and public are protected from workplace hazards.

As a contractor to the City of Surrey, you are expected to conform to the requirements of the Workers' Compensation Act, the WorkSafeBC Occupational Health and Safety Regulation and to all provincial and local laws and regulations. The City of Surrey Building Owner, Project Manager, and the Manager, Occupational Health & Safety or designate have the authority to order an unsafe act to cease or to have an unsafe piece of equipment removed from the premises or, in extreme situations, to shut down a job entirely. Any City of Surrey Employee that observes a safety infraction by a contractor performing work for the City of Surrey should bring it to the attention of a manager immediately or Occupational Health & Safety (604-591-4131).

The following information is provided as typical City of Surrey requirements but does not relieve the contractor from complying with all applicable local and provincial laws, regulations and bylaws.

PERSONNEL

1. You are expected to inform your employees of any potential hazard in the workplace and advise of appropriate action to be taken should a hazard be found or a fire or accident occur.
2. Contractors will restrict persons invited on the premises to employees only. No families or friends are permitted.
3. The contractor will advise the City of any on-site accidents involving the contractor's employees, or injuries to others caused by the contractor's business.

SAFETY MANAGEMENT SYSTEM

1. Contractors will ensure their employees utilize proper safety equipment and clothing as required for job site activities.
2. Contractors must follow and have on site proper written safe work procedures for hazardous work, e.g. Fall protection, confined space entry, hot work, lockout, excavations and shoring, traffic management, etc.
3. Contractor must identify workplace hazards and implement suitable controls to decrease the risk.
4. Contractor must provide safety training and education to staff and have training records available for review.
5. Contractor must have a health & safety program for its workers and sub-contractors.
6. Contractor will provide appropriate First-Aid coverage for their workers and subcontractors.
7. Contractor must forward a weekly work task list prior to work commencement to the coordinator.

8. The qualified safety coordinator must participate in the City of Surrey OHS Orientation or attend the Prime Contractor's Orientation.

WORK AREAS –City Facilities

No work by contractors shall occur in any area without prior consent of the City of Surrey Manager, Civic Facilities or their designated representative. Work during normal business hours of the City shall not create undue noise, smells or otherwise unduly disturb the work of City of Surrey staff or the public. If an activity requires that a disturbance is likely, the contractor shall whenever possible only do that work outside normal business hours.

All activities that create a hazard (i.e., work from a ladder, removal of a floor tile, emission of VOC's, etc.) to persons outside the contractor's supervision shall have warning devices, delineation or barriers, sealed spaces, etc. as would normally be required to protect any person from that hazard.

SAFETY ATTITUDE

Your safety record and attitude are important criteria used to judge your qualification for future bidding on solicitations with the City of Surrey. You can help ensure employee safety and your eligibility for future business with the City if you exhibit and practice a "Safe Work - Safe City" attitude.

The City of Surrey is concerned about the health, safety and wellbeing of all employees and contractors. It is essential we maintain a healthy, safe and productive work environment.

All Employees & Contractors:

It is everyone responsibility to:

- know and comply with WorkSafeBC regulations
- follow established safe work procedures
- immediately report any work-related injury to his/her supervisor; and to the city representative
- not remain on the work site while his/her ability to work is in any way impaired
- report unsafe acts and conditions to their supervisor
- correct unsafe conditions immediately whenever it is possible to do so
- take reasonable care to protect your health & safety and the health and safety of other persons who may be affected by your acts or omissions at work

An employee must refuse to work if continuing to do so would endanger the health and safety of the employee, fellow employees, or others. The worker must immediately report the circumstances of the unsafe condition to his or her supervisor or manager. If the unsafe condition is not remedied or the issue is not resolved the Manager, Occupational Health & Safety must be contacted.

GENERAL RULES

1. For all secured worksites, contracted workers are required to sign in and sign out each day
2. (Access cards may be issued – a worker may need to provide an Identification document (i.e. Driver's License) in exchange).
3. Personal protective equipment, as determined by the City, through consultation with the Contractors Health and Safety Representatives must be worn when and where required. (Hard Hats, Safety Footwear, Safety Vests and Safety Glasses must be worn on active construction sites. Hearing Protection must be worn when noise levels are above 85dBA.)
4. Horseplay, gambling and the use of alcohol or narcotics will not be tolerated.
5. No Smoking within 7.5M of a City owned buildings door exits, windows and vents.
6. Report **ALL** injuries to your supervisor immediately and notify the City's site representative.
7. Report any unsafe conditions, including someone under the influence or hazards, which may allow an injury to occur to you, a fellow worker, or others on the worksite.
8. Report any property damage, regardless of how minor.
9. Restricted and controlled products will be labeled, used and stored in accordance with the associated regulations, e.g., WHMIS. Follow all procedural instructions when using or handling hazardous materials/controlled products and ensure that all containers of hazardous/controlled product materials are properly labelled and stored in designated areas.
10. Obey all posted signs and notices. Do not venture into areas that you are not authorized to enter.
11. Always use the correct posture when lifting and get assistance if the weight is excessive.
12. Do not work within the limits of approach to high voltage equipment.
13. If working at heights greater than 10 feet a Fall Protection system must be in place. The appropriate Fall Protection equipment must be worn at all times. If working at 25 feet or higher, that is not protected by permanent guardrails, a written workplace fall protection plan must be developed.
14. Housekeeping (Orderliness and good housekeeping are basic requirements and must be maintained at all times):
 - a. Aisles are to be kept clear at all times.
 - b. Individual work areas are to be kept clean and tidy. All materials, tools, products and equipment are to be kept in their designated areas.
 - c. Liquid spills are to be cleaned up immediately to prevent slips and falls.
 - d. Accumulation of oily rags, combustible refuse or similar fire hazards will not be tolerated.
15. Fire Prevention:
 - a. Become familiar with surroundings and emergency exit.
 - b. Ensure aisles and exits are not blocked at any time.
 - c. Anytime a fire extinguisher is used, report it immediately to your supervisor, so that it can be recharged.
16. Equipment Operation (Any equipment, which could create a hazard, must be maintained in good condition):

- a. Equipment must not be repaired, adjusted or operated unless by a "competent person" who understand the safe operating procedures.
 - b. Always be aware of the use and location of the "EMERGENCY STOP" button, if equipment is so equipped, before using the equipment.
 - c. Loose clothing, jewelry and long hair must be secured to prevent becoming entangled with equipment.
 - d. The Operator must check all safety devices on equipment before operation.
 - e. All equipment must be turned off and the appropriate "lock-out" procedure followed, prior to repairs, cleaning, adjustment or lubrication.
 - f. Radio/I-pod Headphones are not allowed to be worn during regular work operations.
 - g. All ladders must be of an approved type and length. Unacceptable ladders must be removed immediately from the premises.
 - h. All vehicles and equipment on City property must be kept in safe mechanical condition at all times and be operated only by persons with a valid driver's license and/or proper training and qualifications.
 - i. Contractors will not operate any equipment, valves, switches, etc., which are part of the City's operation, unless specific permission is received from the Department Representative.
17. Ground Disturbance –Every time you dig in the ground, with a shovel or mechanized equipment, you run the risk of loss of life or damage to property if you hit any of the many buried cables, conduits, gas or oil pipelines and/or other underground facilities that serve our city. BC One Call Must be called and a ticket obtained prior to commencing any ground disturbance activities.
18. An Exposure Control Plan and written Safe Work Procedures and must be accessible for work tasks that involve handling or disturbing Asbestos (ie. AC pipe), Lead (ie. paint) or Silica (ie. concrete) containing products.

This document does not replace the Workers' Compensation Act or WorkSafeBC OH&S regulation. Each individual Contractor must have specific health and safety safe work rules and procedures that apply to their work tasks. Each Contractor must comply with the Workers' Compensation Act and WorkSafeBC Occupational Health & Safety Regulation and to provincial, and local laws and regulations. If a contractor is unable to comply they must bring this to the attention of their qualified safety representative and to the Prime Contractor safety representative immediately.

Authorized Signature: _____

Name: _____
(Please Print)

Date: _____

SCHEDULE A-3

PRIME CONTRACTOR DESIGNATION (Letter of Understanding)

As per the requirements of the *Workers' Compensation Act*, R.S.B.C. 2019, Chapter 1, Part 2, Division 4, Section 24 and 25 which states:

Coordination of multiple-employer workplaces

24 In this section:

"multiple-employer workplace" means a workplace where workers of 2 or more employers are working at the same time:

"prime contractor" means, in relation to a multiple-employer workplace,

- (1) The prime contractor of a multiple-employer workplace must
 - (a) ensure that the activities of employers, workers and other persons at the workplace relating to occupational health and safety are coordinated, and
 - (b) do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with this Part and the regulation in respect to the workplace.
- (2) Each employer of workers at a multiple-employer workplace must give to the prime contractor the name of the person the employer has designated to supervise the employer's workers at that workplace.

By signing this Agreement, the Contractor accepts all responsibilities of a prime contractor as outlined in the *Workers' Compensation Act*, and *WorkSafeBC OH&S Regulation*.

As a Contractor signing this Prime Contractor Designation form with the City of Surrey (the "owner"), you are agreeing that your company, management staff, supervisory staff and workers will comply with the *Workers' Compensation Board (WCB) Occupational Health and Safety Regulation* and the *Workers' Compensation (WC) Act*.

Any *WorkSafeBC OH&S* violation by the prime contractor may be considered a breach of contract resulting in possible termination or suspension of the agreement and/or any other actions deemed appropriate at the discretion of the City.

Any penalties, sanctions or additional costs levied against the City, as a result of the actions of the prime contractor are the responsibility of the prime contractor.

The Contractor acknowledges having read and understood the information above.

By signing this Prime Contractor Designation form, the Contractor agrees as a representative of the firm noted below, to accept all responsibilities of the prime contractor for this project.

The Contractor understands and accepts the responsibilities of the prime contractor designation in accordance with the *Workers' Compensation Act* while contracted by the City of Surrey for project and will abide by all *Workers' Compensation Board Regulation* requirements.

Project File No.: 1220-040-2024-013

Project Title and Site Location: Mobile Fuel Supply and Related Services

Prime Contractor Name: _____

Prime Contractor Address: _____

Business Telephone/Business Fax Numbers: Phone: _____ Fax: _____

Name of Person in Charge of Project: _____

Name of Person Responsible for Coordinating Health & Safety Activities: _____

Phone: _____

Prime Contractor Signature: _____ Date: _____

Please return a signed copy of this memo to the City of Surrey, Finance Department, Procurement Services Section, 13450 – 104 Avenue, Surrey, British Columbia, V3T 1V8

If you have any questions, please contact the City of Surrey, Manager Occupational Health & Safety at 604-591-4658.



SCHEDULE B – FORM OF QUOTATION

RFQ Title: Mobile Fuel Supply and Related Services

RFQ No: 1220-040-2024-013

CONTRACTOR

Legal Name: _____

Contact Person and Title: _____

Business Address: _____

Business Telephone: _____

Business Fax: _____

Business E-Mail Address: _____

CITY OF SURREY

City Representative: Sunny Kaila, Manager, Procurement Services

E-mail for PDF Files: purchasing@surrey.ca

1. If this Quotation is accepted by the City, a contract will be created as described in:
 - (a) the Agreement;
 - (b) the RFQ; and
 - (c) other terms, if any, that are agreed to by the parties in writing.

2. Capitalized terms used and not defined in this Quotation will have the meanings given to them in the RFQ. Except as specifically modified by this Quotation, all terms, conditions, representations, warranties and covenants as set out in the RFQ will remain in full force and effect.

3. I/We have reviewed the RFQ Attachment 1 – Agreement – Goods and Services. If requested by the City, I/we would be prepared to enter into that Agreement, amended by the following departures (list, if any):

Section	Requested Departure(s)
_____	_____
_____	_____

4. The City requires that the successful Contractor have the following in place **before providing the Goods and Services**:

- (a) Workers' Compensation Board coverage in good standing and further, if an "Owner Operator" is involved, personal operator protection (P.O.P.) will be provided, Workers' Compensation Registration Number _____;
- (b) Prime Contractor qualified coordinator is Name: _____ and Contact Number: _____;
- (c) Insurance coverage for the amounts required in the proposed Agreement as a minimum, naming the City as additional insured and generally in compliance with the City's sample insurance certificate form available on the City's Website at www.surrey.ca search [Standard Certificate of Insurance](#);
- (d) City of Surrey or Intermunicipal Business License: Number _____;
- (e) If the Contractor's Goods and Services are subject to GST, the Contractor's GST Number is _____; and
- (f) If the Contractor is a company, the company name indicated above is registered with the Registrar of Companies in the Province of British Columbia, Canada, Incorporation Number _____.

As of the date of this Quotation, we advise that we have the ability to meet all of the above requirements **except as follows** (list, if any):

Requested Departure(s):

- 5. The Contractor acknowledges that the departures it has requested in Sections 3 and 4 of this Quotation will not form part of the Agreement unless and until the City agrees to them in writing by initialing or otherwise specifically consenting in writing to be bound by any of them.

Changes and Additions to Specifications:

- 6. In addition to the warranties provided in the Agreement, this Quotation includes the following warranties:

- 7. I/We have reviewed the RFQ Attachment 1, Schedule A – Specifications of Goods and Scope of Services. If requested by the City, I/we would be prepared to meet those requirements, amended by the following departures and additions (list, if any):

Requested Departure(s)

Price:

8. The Contractor offers to supply to the City of Surrey the Goods and Services for the prices plus applicable taxes as follows:

Example of pricing schedule structure will be based on the following elements.

Rack Rate (Explain)	
Less:	
Cents per litre for diesel products	Marked:
	Unmarked:
Equals Base Price Plus	Marked:
	Unmarked:
Bridging (if applicable)	Marked:
	Unmarked:
Equals Delivered and Dispensed Price (excluding taxes)	Marked:
	Unmarked:
Minimum Delivery Requirements Site (Litres)	
Fees (if any) for not meeting any minimum delivery quantity per site.	

[Note: The above prices are all inclusive without limitation, including all overhead, management, loading, labour, wages, benefits, equipment, transportation, fuel, mobilization, travel time, truck charges, disposal, and profit to supply the Goods and Services.]

Experience, Reputation and Resources:

9. **Capability, Capacity, Volume Fluctuations and Rush Orders.** (Note: Contractor should describe their capabilities and capacities to provide the Goods and perform the Services, including staffing levels, vehicle availability, number of drivers, details of trucks, tank capacities etc. and how you will provide the Goods and Services for all locations.) (use the spaces provided and/or attach additional pages, if necessary):

10. **Experience and Qualifications.** (Note: Describe your relevant experience performing services the same/similar to the Services and your qualifications to perform the Services). use the spaces provided and/or attach additional pages, if necessary):

11. **References.** Contractor's references (name and telephone number) (use the spaces provided and/or attach additional pages, if necessary). The City's preference is to have a minimum of three references. Previous clients of the Contractor may be contacted at the City's discretion.

Reference No. 1	
Description of Contract	
Size and Scope	
Work Performed	
Start Date	
End Date	
Contract Value	
Reference Information	Company:
	Name:
	Business Phone Number:
	Business Email Address:

Reference No. 2	
Description of Contract	
Size and Scope	
Work Performed	
Start Date	
End Date	
Contract Value	
Reference Information	Company:
	Name:
	Business Phone Number:
	Business Email Address:

Reference No. 3	
Description of Contract	
Size and Scope	
Work Performed	
Start Date	
End Date	
Contract Value	
Reference Information	Company:
	Name:
	Business Phone Number:

	Business Email Address:
--	-------------------------

Key Personnel & Subcontractors:

12. **Key Personnel Availability.** Contractors should identify and provide the background and experience of all key personnel proposed to provide the Goods and Services (use the spaces provided and/or attach additional pages, if necessary):

Name: _____

Experience: _____

Dates: _____

Project Name: _____

Responsibility: _____

Name: _____

Experience: _____

Dates: _____

Project Name: _____

Responsibility: _____

Name: _____

Experience: _____

Dates: _____

Project Name: _____

Responsibility: _____

13. **Proposed Subcontractor and Material Suppliers.** Contractors should identify and provide the background and experience of all sub-contractors and material suppliers proposed to undertake a portion of the Goods and Services (use the spaces provided and/or attach additional pages, if necessary):

<i>Description of Goods & Services</i>	<i>Sub-Contractors & Material Suppliers Names</i>	<i>Years of Working with Contractor</i>	<i>Telephone Number and Email</i>

RESPONSE TIME

14. Contractor should indicate response time(s) in minutes for Emergency & non-Emergency call outs:

Emergency Call Out:	
----------------------------	--

Non-Emergency Call Out:	
--------------------------------	--

EQUIPMENT AND OTHER RESOURCES:

- 15. **Equipment and other Resources**. *(Note: Describe the equipment, technologies, and other resources you will utilize to perform the Services efficiently and effectively and to meet the time requirements set out in Schedule A - Scope of Services of the RFQ.)*

(Note: Describe any additional resources you will acquire to perform the Services (including equipment to be installed at the Service locations)

(Note: Describe the facilities and other resources you expect City to provide.)

- 16. **Risk Mitigation** [Note: *Fuel supply continuity is critical for functions such as emergency services. Please describe plan to mitigate risk of supply disruption in situations such as ice storms.*]

- 17. I/We the undersigned duly authorized representatives of the Contractor, having received and carefully reviewed the RFQ and the Agreement, submit this Quotation in response to the RFQ.

This Quotation is offered by the Contractor this _____ day of _____, 2024.

CONTRACTOR

I/We have the authority to bind the Contractor.

(Legal Name of Contractor)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)