



REQUEST FOR QUOTATIONS

Title: **MOBILE FLOOD PROTECTION**

Reference No.: 1220-040-2016-089

FOR THE SUPPLY OF GOODS

(General Services)

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ATTACHMENT No. 1 – QUOTATION AGREEMENT - GOODS
SCHEDULE A – SPECIFICATION OF GOODS
SCHEDULE B – QUOTATION

REQUEST FOR QUOTATIONS

1. INTRODUCTION

The City of Surrey (the "City") invites contractors to provide a quotation on the form attached as Schedule B to Attachment 1 (the "Quotation") for the supply of the goods described in Schedule A to Attachment 1 (the "Goods"). The description of the Goods sets out the minimum requirements of the City. A person that submits a Quotation (the "Contractor") should prepare a Quotation that meets the minimum requirements, and may as it may choose, in addition, also include goods, or terms that exceed the minimum requirements.

2. ADDRESS FOR DELIVERY

A Quotation should be labelled with the Contractor's name, RFQ title and number. A Quotation should be submitted in the form attached to this RFQ as Schedule B – Quotation.

The Contractor may submit a Quotation either by email or in a hard copy, as follows:

(a) Email

If the Contractor chooses to submit by email, the Contractor should submit the Quotation electronically in a single pdf file to the City by email at: purchasing@surrey.ca

PDF emailed Quotations are preferred and the City will confirm receipt of emails. Note that the maximum file size the City can receive is 10Mb. If sending large email attachments, Contractors should phone to confirm receipt. A Contractor bears all risk that the City's equipment functions properly so that the City receives the Quotation.

(b) Hard Copy

If the Contractor chooses NOT to submit by email, the Contractor should submit one original unbound Quotation and one (1) copy (two (2) in total) which should be delivered to the City at the office of:

Name: Richard D. Oppelt
Purchasing Manager
at the following location:

Address: Surrey City Hall
Finance & Technology Department – Purchasing Section
Reception Counter, 5th Floor West
13450 – 104th Avenue, Surrey, B.C., Canada, V3T 1V8

3. DATE

The City would prefer to receive Quotations on or before **September 9, 2016**. The City's office hours are 8:30 a.m. to 4:00 p.m., Monday to Friday, except statutory holidays.

4. INQUIRIES

All inquiries related to this Request for Quotations ("RFQ") should be directed in writing to:

Name: Richard D. Oppelt, Purchasing Manager
Email: purchasing@surrey.ca
Reference: 1220-040-2016-089

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 (the "BC Bid Website") and the City Website at www.surrey.ca (the "City Website") that will form part of this RFQ. It is the responsibility of Contractors to check the BC Bid Website and the City Website 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 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 terms in Attachment 1 and Schedules A and B and including prices, 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.

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 and the purchasing representative have signed on behalf of the City. Delivery of the signed agreement by the City may be by fax or pdf e-mail. In that event, the contract will be comprised of the documents included in the definition of Agreement in Attachment No. 1 – Quotation Agreement – Goods.

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 the RFQ. The City will not be liable to any Contractor for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, 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.

10. CONFLICT OF INTEREST

A Contractor must 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 AND CITY STAFF

Contractors and their agents will not contact any member of the City Council and City staff 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.

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. SPECIFICATIONS AND ALTERNATIVES

Wherever the specifications state a brand name, make, name of manufacturer, trade name, or Contractor catalogue number, it is for the purpose of establishing a grade or standard. It is not intended to rule out competition from equal brands or makes. If mobile flood protection or equipment other than that specified is offered, it is the Contractor's responsibility to provide information in its Quotation that enables the City to confirm equivalency and acceptance.

Except where stated otherwise, the specifications described in **Schedule A** describe what is considered necessary to meet the performance requirements of the City and Contractors should consider this in its Quotation. If the Contractor cannot meet specifications, the Contractor may identify and offer an alternative which it believes to be an equal or better alternative.

Contractors shall clearly indicate any variances from the City's specifications or conditions and attach descriptive literature.

The City is not obligated to accept any alternatives. The City will determine what constitutes acceptable deviations and overall best value.

15. BROCHURES AND SPECIFICATIONS

Contractors should submit with their Quotation detailed manufacture's specifications, circulars, and all necessary data on the Goods proposed. Specification data should be supplied, indexed and corresponding to the specification section as listed in the quotation document. If the Goods offered differs from the provisions contained in the specifications, such differences should be explained in detail as to why the proposed Goods will meet this specification and not be considered an exception thereto. The Quotation will receive careful consideration if such deviations do not depart from the intent of these specifications and are in the best interest of the City.

16. ANTICIPATED QUANTITIES

The City reserves the right and discretion to place orders on quoted items during the duration of the term of the agreement as per Schedule B – Quotation on an as per need basis. All quantities are anticipated quantities only and may or may not increase or decrease according to requirements.

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Attachment No. 1 – QUOTATION AGREEMENT – GOODS

Reference RFQ Title: Mobile Flood Protection

RFQ No.: 1220-040-2016-089

BETWEEN:

CITY OF SURREY
13450 - 104 Avenue
Surrey BC V3T 1V8

(the "City")

AND:

(the "Contractor")

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

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:

DEFINITIONS AND INTERPRETATION

1. In these General Terms and Conditions:
 - (a) "Agreement" means this agreement and all schedules attached hereto;
 - (b) "City" means the City of Surrey;
 - (c) "Contractor" means a contractor whose Quotation has been accepted by the City and who is supplying the Goods under this Agreement;
 - (d) "Goods" means the equipment or materials that are the subject of this Agreement;
 - (e) "Purchase Price" means the price quoted by the Contractor and accepted by the City, unless otherwise agreed by the parties in writing, and includes all taxes, duties, freight charges and other charges except GST; and
 - (f) "RFQ" means the Request for Quotations.

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) the RFQ;
 - (c) the Quotation; and
 - (d) other terms, if any, that are agreed to by the parties in writing.

3. The following attached Schedules are a part of this Agreement:

Schedule A – Specifications of Goods; and
Schedule B – Quotation.

NATURE OF AGREEMENT

4. It is understood and agreed by the Contractor that should its Quotation be selected by the City, it will result in a standing offer agreement (“Standing Offer”) only and the Goods will be ordered by the City solely on an "as and when required" basis. The aggregate value of Goods which may be ordered is conditional upon the needs of the City. No compensation will be accrued, owed or paid to any Contractor in the event that the Goods are not ordered. If a Standing Offer is executed by the City, at the sole option of the City, the City may place an order (the “Order”) for Goods specified in the Order and the Contractor agrees to provide those Goods. The parties agree that the City may not place any orders for Goods with the Contractor for the duration of the term of the Standing Offer. The parties agree that the City may purchase identical or similar Goods from any other source.

GOODS

5. The Contractor will supply the Goods in accordance with this Agreement. The Goods supplied will meet the specifications set out in Schedule A of this Agreement.
6. 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.

PURCHASE PRICE

7. The City will pay the Purchase Price to the Contractor in accordance with this Agreement. The Purchase Price shall also include without limitation all costs of boxing, packing, crating, and loading and unloading the Goods at the prescribed destination.
8. Time is of the essence.

TERM

9. The Contractor will provide the Goods and Services for the period commencing on **October 1 2016** and terminating on **June 1 2017** (the "Term").

10. The City may at any time prior to 30 days before the end of the Term, by written notice to the Contractor, extend the Term for a period of time not to exceed one (1) additional one (1) year period. 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.

PAYMENT

11. Invoices must include the Contractor's name, address and telephone number, the City's purchase order number, the Contractor's invoice number, the Contractor's GST registration number or an indication that it is not applicable if the Contractor is a small trader, the quantity, tax (if any) and the complete Purchase Price calculations, including extensions and discounts.
12. The City will pay the invoice, in the amount as the City determines is correct less any deductions for setoffs or holdbacks permitted by this Agreement including, without limitation, those described in Sections 14, 15 and 16, within 30 days of the receipt of the invoice, unless the parties have agreed in writing to other payment terms. The payment by the City of any invoice will not bind the City with respect to any subsequent payment or final payment and will not mean that the City 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.
13. Unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of Canada.

Please send your hard copy invoices by mail to:

Name: _____
Address: _____

DEFICIENCIES

14. The City shall have a reasonable time to inspect and to accept the Goods. The City may reject any Goods 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 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.
15. The City may hold back from payments otherwise due to the Contractor up to 150% of a reasonable estimate, as determined by the City, on account of deficient or defective materials. This holdback may be held, without interest, until replacement Goods are received or such deficiency or defect is remedied.

DEFAULT AND TERMINATION

16. In the event the Contractor does not ship the Goods by the shipping date specified in this Agreement, or does not deliver the Goods by the delivery date specified in this Agreement, or otherwise fails to comply with the requirements of this Agreement, then:
 - (a) the City reserves the right to terminate this Agreement, in whole or in part, and in the event of such termination no payment will be owing by the City on account of this Agreement and the Contractor will be liable for any and all expenses or loss resulting from such failure or delay and will return all monies paid by the City; or
 - (b) if the City does not terminate this Agreement for late shipping or delivery, the City may deduct and setoff from any payments owing to the Contractor all additional costs the City reasonably incurs on account of the late shipping or delivery.
17. 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.
18. 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 the City may, at its election, and without prejudice to its rights at law or in equity, terminate this Agreement.
19. The City will not accept nor be responsible for any restocking charges for any Goods shipped to the City and then, for whatever reason, returned to the Contractor pursuant to this Agreement. The Contractor is to bear all costs including shipping and handling of returned Goods.

WARRANTIES AND INDEMNITIES

20. 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.

21. The Contractor warrants and guarantees that Goods delivered under this Agreement do not infringe any valid patent, copyright or trademark, foreign or domestic, owned or controlled by any other corporation, firm or person, and agrees to indemnify and save harmless the City and all of its elected and appointed officials, officers, employees, servants, representatives and agents (collectively the "Indemnitees"), from and against any and all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) by reason of any claim, action or litigation arising out of any alleged or actual infringement of any patent, copyright or trademark, foreign or domestic, relating to the Goods supplied under this Agreement.
22. 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.
23. 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.

CUSTOMS

24. 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”

INSPECTIONS

25. 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.

SAFETY

26. If this Agreement includes any inspection, installation or other work on the City's premises by the Contractor, or representative or sub-contractor 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 & Safety Regulation and the Hazardous Products Act, and also in strict compliance with any published and issued by the City for use at the City's premises. The Contractor shall provide the City 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 that all assessments have been paid to the date thereof prior to the City having any obligation to pay monies 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, and in particular with the "Workplace Hazardous Materials Information Systems (WHMIS)" Regulations. All "Material Safety Data Sheets (MSDS)" will be shipped along with the Goods and any future MSDS updates will be forwarded.

SHOP DRAWINGS

28. 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.

WAIVER

29. 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 or breaches of the terms and conditions.

APPLICABLE LAW

30. 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.

NOTICES

31. Any notice, report or other document that either party may be required or may wish to give to the other must 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.

The addresses for delivery will be as follows:

- (a) The City:
Attention:

- (b) The Contractor:
Attention:

MERGER AND SURVIVAL

32. The representations, agreements, covenants and obligations set out in this Agreement shall survive the delivery of the Goods and payment of the Purchase Price.

ENTIRE AGREEMENT

33. 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.
34. 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.

SIGNATURE

35. This Agreement may be executed in one or more counterparts all of which when taken together will constitute one and the same Agreement, and one or more of the counterparts may be delivered by fax transmission or as a pdf file.

ENUREMENT

36. 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 have executed this Agreement on the day and year first above written.

CITY OF SURREY

by its authorized signatory:

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

CONTRACTOR

by its authorized signatory:

(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 – SPECIFICATION OF GOODS

PURPOSE

The City invites Quotations from experienced and qualified Contractors for the provision of everything required including all skilled labour, tools, materials, equipment for Mobile Flood Protection and any other requirements.

The purpose of this specification is to generally describe the City's requirements for the supply of an all seasons compatible, portable, reusable, durable, and versatile mobile flood protection system to be deployed in emergency situations and withstand the force of rushing or standing water.

BACKGROUND

Storm events continue to expose vulnerabilities in the City's drainage infrastructure. As climate change will continue to intensify storm events over the coming decades, the City recognised the need for a mobile flood protection system.

SPECIFICATION OF GOODS

The mobile flood protection system should be reusable for multiple uses, durable to withstand debris, either sharp or large objects, without compromising the system, and versatile (e.g. can be deployed on grass, concrete, gravel, mud, etc.). The system should be flexible in design in order to be deployed and adaptable in various terrain and to allow for corners in natural or urban settings (e.g. river path, buildings). The system should be a minimum of 1.2 metres high and be capable of deploying 45 metres in length per hour.

The system should be able to be deployed quickly with ease, use minimal equipment, human resources and consumables. Furthermore, the system should be capable of being easily dismantled and use minimal storage space.

EXPECTED USE

The City expects to use the mobile flood protection system in the following environments:

- 1) Nicomekl River;
- 2) Serpentine River;
- 3) Fraser River;
- 4) Crescent Beach; and
- 5) General flood plain applications.

In addition to the above list, the City may have a need for the system in an urban environment.

TESTING & COMMISSIONING

All system components provided under the Agreement shall be initialized and tested by the Contractor prior to any final acceptance tests performed by the City or its agents. This is to ensure that the mobile flood protection system will not fail.

TRAINING

The Contractor shall provide the City the necessary support and training resources for implementation and ongoing usage of the mobile flood protection system.

DELIVERY AND STORAGE

The system shall be delivered F.O.B. Destination, Freight Prepaid to the City in first class operating condition. If the Contractor must store, park, or hold the unit until such a time that the City, at its sole discretion, requires them, the Contractor will store the unit at no additional cost to the City.

TITLE, RISK OF LOSS, FREIGHT

Title of Goods received under the Agreement shall remain with the Contractor until they are delivered to the City's Works Yard, 6651 – 148th Street, Surrey, BC at which time title passes to the City. The Contractor will bear all risks of loss, theft, injury, or destruction or damage of Goods and materials ordered herein which occur prior to delivery and acceptance. Such loss, injury, or destruction or damage shall not release the Contractor from any obligations under the Agreement.

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QUOTATION
SCHEDULE B

RFQ Title: **MOBILE FLOOD PROTECTION**

RFQ No: 1220-040-2016-089

CONTRACTOR

Legal Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

CITY OF SURREY

TO:

City Representative: Richard D. Oppelt
Purchasing Manager

Address: Surrey City Hall
Finance & Technology Department – Purchasing Section
Reception Counter, 5th Floor West
13450 – 104th Avenue, Surrey, B.C., V3T 1V8

Telephone: 604-590-7274

Email: 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. It is understood and agreed by the Contractor that should its Quotation be selected by the City, it will result in a standing offer agreement ("Standing Offer") only and the Goods will be ordered by the City solely on an "as and when required" basis. The aggregate value of Goods which may be ordered is conditional upon the needs of the City. No compensation will be accrued, owed or paid to any Contractor in the event that the Goods are not ordered. If a Standing Offer is executed by the City, at the sole option of the City, the City may place an order (the "Order") for Goods specified in the Order and the Contractor agrees to provide those Goods. The parties agree that the City may not place any orders for Goods with the Contractor for the duration of the term of the Standing Offer. The parties agree that the City may purchase identical or similar Goods from any other source.

4. I/We have reviewed the RFQ Attachment 1, Schedule A – Specifications of Goods and 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) / Alternative(s) / Addition(s)

The City is not obligated to accept any alternatives. The City will determine what constitutes acceptable deviations and overall best value.

5. I/We have reviewed the RFQ Attachment 1 – Draft Agreement. 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) / Alternative(s) |
|----------------|--|
|----------------|--|

| | |
|--|--|
| | |
| | |
| | |

6. The Contractor acknowledges that the departures it has requested in Sections 4 and 5 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.

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

| F.O.B. Destination, Freight Prepaid | | Payment Terms: A cash discount of ____% will be allowed if invoices are paid within ____ days, or the ____ day of the month following, or net 30 days, on a best effort basis. | | Ship Via: | |
|--|------------------|--|---------------|------------------|-----------|
| Item # | Item Description | Quantity | Unit Price | Total Amount | |
| 1 | (please specify) | <100 Metres | \$ | \$ | |
| 2 | (please specify) | >100 to <200 Metres | \$ | \$ | |
| 3 | (please specify) | >200 to <350 Metres | \$ | \$ | |
| 4 | (please specify) | >350 metres | \$ | \$ | |
| 5 | (please specify) | | \$ | \$ | |
| 6 | (please specify) | | \$ | \$ | |
| CURRENCY: Canadian | | | Subtotal: | | \$ |
| | | | GST (5%): | | \$ |
| | | | PST (7%): | | \$ |
| | | | TOTAL: | | \$ |

8. Delivery time from receipt of a purchase order: _____

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

10. Contractors are to describe the expected service life of its Mobile Flood Protection System and provide details on maintenance to extend its service life:

11. I/We the undersigned duly authorized representatives of the Contractor, having received and carefully reviewed the RFQ including without limitation the Specifications and the General Terms and Conditions, submit this Quotation in response to the RFQ.

This Quotation is offered by the Contractor this _____ day of _____, 201_.

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)