



# SURREY POLICE SERVICE

## REQUEST FOR QUOTATIONS (Supply of Goods)

**Reference Number:** 1887-003-2024-002  
**Goods:** Supply and Delivery of Arc'teryx Jackets for Surrey Police Service  
**Issue Date:** June 21, 2024

SUBMISSION INSTRUCTIONS	
<b>Email only</b>	Submit your quotation in PDF format (unless otherwise set out in the Form of Quotation) to the following email address:  <a href="mailto:bids@surreypolice.ca">bids@surreypolice.ca</a>  Emails should state the Reference Number and Contractor name in the subject line. Quotations (other than samples) submitted in any other manner <b>will not be accepted</b> .
<b>Confirmation of Receipt</b>	Promptly contact procurement at the Address for Inquiries below if you do not receive a receipt confirmation email upon submitting a quotation.
<b>File Size Restrictions</b>	The maximum file size limit per email is 10MB. You should partition and number large emails and identify the number of transmissions.
KEY DATES	
<b>Submission Date:</b>	SPS prefers to receive quotations by <b>July 12, 2024</b> .
ADDENDA AVAILABILITY	
<b>Method of Delivery:</b>	Addenda will be posted to: <a href="http://www.bcbid.gov.bc.ca">www.bcbid.gov.bc.ca</a> and <a href="http://www.surreypolice.ca">www.surreypolice.ca</a> . If SPS delivered this RFQ directly to Contractors, SPS may deliver addenda directly to those Contractors.
INQUIRIES	
Inquiries should be submitted to <a href="mailto:procurement@surreypolice.ca">procurement@surreypolice.ca</a> (the "Address for Inquiries") no later than <u>7 business days</u> prior to the Submission Date, quoting the Reference Number above. <b>No telephone inquiries, please.</b>	

This Request for Quotation is comprised of the following parts:	
COVER PAGE	PART 4 FORM OF QUOTATION
PART 1 INSTRUCTIONS TO CONTRACTORS	Cover letter
PART 2 SCOPE/SPECIFICATIONS	Attachment 1 – Contractor Questionnaire
PART 3 CONTRACT TERMS	Attachment 2 – Quotation Details
Schedule A –SCOPE/SPECIFICATIONS	
Schedule B – PRICING AND ADDITIONAL TERMS	

## PART 1 – INSTRUCTIONS TO CONTRACTORS

### SECTION A - GENERAL

#### **1.0 PURPOSE AND SCOPE**

- 1.1 Through this Request for Quotations (RFQ), Surrey Police Service (SPS) is inviting quotations from suppliers (each, a “Contractor”) for the supply of goods described in Part 2 – Scope/Specifications. SPS intends to select one or more Contractors to meet the requirements of this RFQ.
- 1.2 This RFQ is issued for and on behalf of SPS. Any right, discretion or authority of SPS is exercisable by SPS and/or Surrey Police Board (the “Police Board”), and any right or benefit conferred on SPS extends to the Police Board.

#### **2.0 NO CONTRACT**

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

#### **3.0 INQUIRIES AND ADDENDA**

- 3.1 Contractors should submit inquiries in accordance with the instructions on the cover page. Responses to inquiries may be distributed to all Contractors at SPS’s discretion.
- 3.2 SPS may issue addenda to this RFQ using the delivery method set out on the cover page. All addenda form part of this RFQ. Contractors should ensure they have obtained all addenda prior to submitting a quotation.

#### **4.0 LOBBYING AND INDIRECT COMMUNICATION**

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

### SECTION B - QUOTATION SUBMISSION

#### **5.0 SUBMISSION INSTRUCTIONS**

- 5.1 Contractors should comply with the Submission Instructions on the cover page.
- 5.2 A Contractor submits a quotation at its sole risk.
- 5.3 A Contractor bears all risk the receiving equipment functions properly so SPS receives the entire quotation. SPS assumes no responsibility for adequacy of electronic transmissions, or loss of or failure to receive documents for any reason, including redirection to spam/junk folders or server failure. Quotations that cannot be opened or viewed will be rejected.

#### **6.0 FORM AND CONTENTS OF QUOTATION**

- 6.1 Contractors should complete and submit Part 4 - Form of Quotation, signed by its authorized signatory(ies).
- 6.2 Quotations should be submitted in English and should not include web-links or hyperlinks. Any non-English portions and web-links or hyperlinks might not be reviewed.

#### **7.0 AGREEMENT BETWEEN CONTRACTOR AND SPS**

- 7.1 By submitting a quotation, the Contractor:
  - (a) acknowledges receipt of all addenda issued;
  - (b) represents having the experience, qualifications and resources to meet the requirements of this RFQ;
  - (c) authorizes SPS to conduct investigations, searches and enquiries to verify information, whether contained in a quotation or not;
  - (d) represents and warrants its quotation was prepared without fraud or collusion and submitted without consultation, comparison or agreement with any other Contractor;
  - (e) acknowledges SPS’s rights under this RFQ, agrees it has no claim against SPS, and hereby waives any right of action against SPS, for failure to accept its quotation and for any damages or costs of any nature arising out of SPS’s use of its discretion under this RFQ; and
  - (f) waives, and will indemnify and hold harmless SPS, Police Board and City of Surrey, and their respective representatives, agents, consultants, contractors and employees against any claims which arise out of or are related to this RFQ.

### SECTION C – EVALUATION AND SELECTION

#### **8.0 PRESENTATIONS AND SAMPLES**

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

#### **9.0 SELECTION AND AWARD**

- 9.1 The quotation having the lowest price will not necessarily be accepted.
- 9.2 SPS intends to select one or more Contractors capable efficiently and cost-effectively meeting the requirements of this RFQ.
- 9.3 SPS may select and enter into negotiations with the preferred Contractor(s), which will conclude in execution of a contract, substantially in the form set out in Part 3 – Contract Terms.

- 9.4 Before award of any contract, a Contractor may be required to furnish evidence of having the facilities, ability and financial resources to fulfill the terms of the contract.
- 9.5 If, upon selection, a Contractor fails to promptly deliver the executed contract, and any required deliverables, to SPS, SPS may, in its discretion, rescind its award of contract, hold such Contractor liable for damages suffered by SPS, and select another Contractor.

## **SECTION D – ADDITIONAL TERMS AND CONDITIONS**

### **10.0 EXERCISE OF DISCRETION AND RESERVATION OF RIGHTS**

- 10.1 Despite any other provision of this RFQ, and custom or trade practices to the contrary, SPS has sole and absolute discretion in considering and evaluating quotations, judging the acceptability of quotations, and awarding or not awarding any contract(s). SPS has the right to accept, reject or negotiate changes to quotations for any reason and may negotiate and enter into one or more contracts with one or more parties (whether or not they have submitted a quotation) as SPS, in its sole discretion, deems most advantageous to SPS.
- 10.2 SPS reserves the right, in its sole discretion, to:
- waive irregularities in a quotation;
  - elicit offers from other parties (even if they did not submit a quotation);
  - reject any quotation if the Contractor, or any officer or director of the Contractor, is or has been engaged (directly or indirectly) in a legal action against SPS, Police Board or City of Surrey in relation to any other contract or matter; and
  - not proceed with award of contract.
- 10.3 SPS further reserves the right, in its sole discretion, to cancel this RFQ, and re-advertise or issue another RFQ for the same or similar subject matter.
- 10.4 SPS is not obliged to provide reasons with respect to use of its discretion.

### **11.0 NO RELIANCE**

- 11.1 SPS makes no representation or warranty, express or implied, as to the accuracy or completeness of any information contained or referred to in this RFQ. A Contractor is required to exercise due diligence and undertake whatever investigations and analysis it deems necessary before submitting a quotation.
- 11.2 No communications from any person, whether written or oral, will affect or modify the terms of this RFQ, unless contained in this RFQ or any addenda issued.

### **12.0 OWNERSHIP**

- 12.1 All quotations submitted become the property of SPS.

### **13.0 COSTS AND EXPENSES**

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

### **14.0 WAIVER OF CLAIMS**

- 14.1 SPS shall not, under any circumstances, owe a duty of care or duty of fairness, either by contract or at law, to any Contractor or be responsible for any costs incurred by any Contractor in the preparation of a quotation or for any damages whatsoever arising out of or related to this RFQ, including arising from rejection of any or all quotations or cancellation or re-issuance of this RFQ. No Contractor shall have any claim for compensation of any kind whatsoever (including, without limitation, the cost of preparing and submitting a quotation, any anticipated profits, or contributions to overhead) against SPS, Police Board or City of Surrey with respect to this RFQ.

### **15.0 GOVERNING LAW**

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

### **16.0 CONFIDENTIALITY**

- 16.1 The contents of this RFQ and any information pertaining to SPS, its operations, stakeholders or other persons which is obtained by the Contractor through participation in this RFQ is confidential and must not be disclosed without the prior written consent of SPS. Contractors may disclose the information on a need-to-know basis to prepare a quotation provided that anyone to whom disclosure is made is legally bound to maintain the confidentiality of that information. Failure to maintain confidentiality may result in disqualification and may cause SPS to remove the Contractor from SPS's approved vendor/supplier lists.
- 16.2 The British Columbia *Freedom of Information and Protection of Privacy Act* applies to all quotations and other information provided by Contractors, or collected by SPS, as part of the RFQ process. SPS will comply fully with that Act and cannot guarantee any information provided to, or obtained by, SPS can be held in confidence. To the extent it is legally able to do so, SPS may, but is not obligated to, hold in confidence information identified by the Contractor as confidential.



## PART 2 – SCOPE/SPECIFICATIONS

### A. GENERAL

1. **Scope.** Supply of goods, spare parts, items and accessories as described in this Schedule (the “Goods”), and all ancillary and related services.
2. **Standards.** All Goods to be new from factory (not remanufactured, reconditioned, seconds, or surplus), the current production model and configuration at time of requisition, unless otherwise specified by SPS, and meet or exceed legal requirements and national or industry standards and codes.
3. **Quantities.** Quantities ordered will be based on approved budgets and operational needs.
4. **Requisition of Goods.** Requisitions may be issued from time to time over the Term.
5. **Delivery.** The Contractor will provide SPS 24 hours’ prior notice of each delivery of the Goods.
6. **Substitutions during Term.** If technology and models change during the Term, SPS may accept substitutions for, or changes to, the Goods at the relevant time through Change Order.

### B. DETAILS

#### 1. CORE GOODS

Description	Make/Model <sup>1</sup>	Substitutions Permitted (Yes <sup>2</sup> / No <sup>3</sup> )	Estimated Quantities <sup>4</sup>		
			Initial Order (upon contract award)	Subsequent Orders (over contract term)	Total
Arc'teryx LEAF Shell Jacket, Black	Alpha Jacket Gen 2.2	No	100	300	400
Arc'teryx LEAF Base Jacket, Black	Cold WX Jacket LT Gen 2	Yes	100	300	400

#### 2. ADDITIONAL SERVICES

Description
8" x 4" Velcroed “female” shoulder patch to be added on both shoulders Heat press “Surrey Police” and the Fess Pattern/Coast Salish Eye to be printed on the front and back of the jackets

<sup>1</sup> **Contractor Recommendations.** If a make/model has not been specified, SPS will consider Contractor recommendations for those Goods which conform to the specifications, critical dates and all other identified requirements of SPS, which may provide cost, performance, maintenance or other advantages to SPS and which meet or exceed standards and expectations required for use in policing and law enforcement.

<sup>2</sup> **If Substitutions Permitted.** The make/model specified is the preferred make/model. However, SPS may consider alternatives the Contractor considers superior, or which offer cost, performance, maintenance or other advantages to SPS, provided such alternatives conform to the specifications, critical dates and all other identified requirements of SPS.

<sup>3</sup> **If No Substitutions Permitted.** Unless the Good has been discontinued or is not readily available at the commencement of the contract term, SPS will not consider substitutions to the make/model. If technology and models change during the contract term, SPS may accept substitutions for subsequent orders at the relevant time through Change Order.

<sup>4</sup> **Quantities.** Quantities shown are estimates of what the actual quantities may be and will be used to compare quotations on a uniform basis. Quantities are subject to change. Quantities will be confirmed through Requisitions.