



# Corporation of the City of NEW WESTMINSTER

## REQUEST FOR PROPOSAL

**NWRFP-15-11**

### **PBX Replacement**

#### **Closing Time:**

Thursday, June 25, 2015  
3:00 PM, Local Time, Vancouver BC

#### **Closing Location:**

Main Information Desk  
City of New Westminster  
511 Royal Avenue,  
New Westminster, BC, V3L 1H9

#### **Further requests for information :**

##### **Purchasing: Heather Rossi**

Intermediate Buyer  
Telephone: 604-515-3781  
Facsimile: 604-527-4509  
Email: [nwpurchasing@newwestcity.ca](mailto:nwpurchasing@newwestcity.ca)

<b>COMPANY NAME</b>		
Street Address:		
City Province Postal Code		
Contact Name:		
Telephone number:		Fax:
Email		Date:
<u>Signature:</u> by officer with express authority to bind the Proponent to the statements made in the Proposal		

**PLEASE INCLUDE THIS PAGE WITH SUBMISSION**

**CORPORATION OF THE CITY OF NEW WESTMINSTER**

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**CORPORATION OF THE CITY OF NEW WESTMINSTER****1.0 DEFINITIONS**

- 1.1** **“Agreement” “Contract” “Services Agreement”** means a contract that may be issued to formalize with the successful Proponent through a negotiation process with the City based on the proposal submitted and will incorporate by reference the Request for Proposal, any addenda issued, the Proponent’s response and acceptance by the City.
- 1.2** **“City” “Owner”** means City of New Westminster.
- 1.3** **“Consultant” “Contractor” “Project Manager” “Vendor”** means the person(s), firm(s) or corporation(s) appointed by the City to carry out all duties, obligations, work and services first contemplated in the Request for Proposal and all associated documentation, which may also include mutually agreed revisions subsequent to submission of a Proposal. “Consultant” “Contractor” “Project Manager” “Proponent” and “Vendor” are complimentary in terms of duties, obligations, and responsibilities contemplated at the Request for Proposal stage, through evaluation process, execution, and performance of the Services.
- 1.4** **“Mandatory” “Must” “Shall” “Will”** mean a requirement that must be met.
- 1.5** **“Product”** means, unless the context requires otherwise, any and all articles, goods, materials, supplies, commodities, machinery, equipment and fixtures to be supplied by the Contractor that comprise a portion of the Services, but specifically excluding facilities, equipment and materials used or constructed to carry out the Services that are not incorporated permanently into the Services.
- 1.6** **“Proponent”** means responder to this Request for Proposal.
- 1.7** **“Proposal”** means the submission by the Proponent.
- 1.8** **“Provide” “Supply”** shall mean provide and pay for, and supply and pay for.
- 1.9** **“Request for Proposal” “RFP”** shall mean and include the complete set of documents, specifications, drawings, and addenda incorporated herein, and included in this Request for Proposal.
- 1.10** **“Services”** means and includes the provision by the successful Proponent of all services, duties and expectations as further described in this RFP.

## CORPORATION OF THE CITY OF NEW WESTMINSTER

### 2.0 INTRODUCTION

The City is seeking to replace our Avaya CS1000E PBX VoIP system as it is nearing end of life.

### 3.0 PROPOSAL INSTRUCTIONS

One (1) electronic and two (2) hard copies (one to be unbound) of the Proposal, are to be submitted and clearly marked on the outside envelope or box as follows:

**NWRFP-15-11**  
**PBX Replacement**  
 Attention: Purchasing Manager

The City will receive Proposals at the location and time indicated on the title page of this Request for Proposal.

It is the Proponent's responsibility to ensure that the City receives its Proposal prior to the stated closing time. The City may nevertheless choose to consider late proposals. The City does not accept facsimile, electronic mail, or other unsealed submissions.

Requests for clarification or further information must be made in writing only to the individual identified on the first page of this RFP. Proponents may submit requests until June 17, 2015. The City will respond to enquiries that it, in its sole discretion, considers relevant to this RFP. The City will respond to inquiries by June 22, 2015. The City will record enquiries and post written responses on its website at [City of New Westminster | Bid Opportunities | Business | Request for Bids & Proposals - Open](#)

### 4.0 GENERAL CONDITIONS

#### 4.1 **NO CONTRACTUAL OBLIGATIONS AS A RESULT OF RFP OR PROPOSAL**

This is a Request for Proposal, and not a call for tenders or request for binding offers. The City does not intend to enter into contractual relations as part of this RFP process and no contractual obligations whatsoever will arise between the City and any Proponent who submits a Proposal in response to this RFP until and unless the City and a Proponent enter into a formal, written contract for the Proponent to undertake this project. Attached for reference is the City's Draft Contract for Services Agreement (Appendix B).

#### 4.2 **OWNERSHIP OF PROPOSALS AND FREEDOM OF INFORMATION**

All documents submitted to the City in response to this RFP or as part of any subsequent negotiation will become the property of the City, and will not be returned. Proponents should also be aware that the City is subject to the provisions of the *Freedom of Information and Protection of Privacy Act* (FOIPPA) ("Act"). A Proponent may stipulate in their Proposal that a portion(s) of their Proposal that contains confidential information and are supplied to the City in confidence. However, under FOIPPA, the City may nevertheless be obligated to disclose all or part of a response pursuant to a request made under the Act, even if the Proponent has stipulated that part of their Proposal is supplied in confidence. The Proponent should review Section 21 and other provisions of FOIPPA in order to gain a better understanding of the City's disclosure responsibilities under the Act.

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### 4.3 CONFIDENTIALITY OF CITY INFORMATION

This RFP and all information provided by the City to a Proponent is provided on a confidential basis, and Proponents will not disclose any such information to any person (other than the Proponent's legal advisers) without the City's prior written consent, nor may any Proponent publicize or advertise its involvement with this RFP process or the City in connection therewith without the prior written consent of the City.

### 4.4 PROPONENT'S EXPENSES

For clarity, Proponents will be solely responsible for their own expenses incurred in preparing a Proposal or in any subsequent negotiations with the City.

### 4.5 CONTACTING CITY REPRESENTATIVES

Proponents shall not contact City elected officials, officers or employees directly or indirectly regarding this RFP, except as indicated in this RFP.

### 4.6 CONFLICT OF INTEREST

By submitting a Proposal, the Proponent confirms that neither it nor any of its officers, directors, employees or proposed subcontractors, has any financial or personal relationship or affiliation with any City elected official, officer or employee or their immediate families which might in any way create or be perceived to create a conflict of interest.

If any of the Proponent's officers, directors, employees or subcontractors, has any financial or personal relationship or affiliation with any elected official, officer or employee of the City of New Westminster or their immediate families which might in any way be seen or perceived, in the City's sole and unfettered discretion, to create a conflict of interest, the Proponent must disclose the relationship in the outset of their Proposal.

### 4.7 PERMITS AND LICENSES

The successful Proponent may be required to obtain a City of New Westminster Business license prior to commencement of work.

## 5.0 LIVING WAGE EMPLOYER

Effective January 1, 2011, the City of New Westminster became a "Living Wage Employer". As such, the City has established a [Living Wage Policy](#) that requires all firms that are contracted by the City to provide services on City premises, to pay their employees, who perform said service on City property, a Living Wage as calculated by the Living Wage for Families Campaign. The figure for 2015 for the Lower Mainland is \$20.68, assuming no benefits are provided by the employer.

In order to determine an employee's hourly rate with benefits the Living Wage for Families has created a Living Wage Calculator to assist with this determination. Please access the following website to determine your compatibility. <http://www.livingwageforfamilies.ca/employers/living-wage-calculator/>

The City includes in all its competitive bid documents a Declaration referencing the City's expectations with regards to compliance of the Policy (attached as Appendix A). Completion and submission of the Declaration is required prior to Contract award.

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In evaluating submissions, the City intends to rely on the Declaration provided by a Respondent and shall have no obligation or duty to investigate the truthfulness of the Declaration. Please review the City's [Living Wage Policy](#) for further information.

### **6.0 BACKGROUND**

**6.1** The City of New Westminster currently has an Avaya CS1000E deployed in a campus redundancy configuration with one call processor at City Hall and one at the Public Library, each with a full Allstream PRI. There is also a redundant Call Pilot voicemail spread across these locations.

**6.2** In summary, the platform has the following license quantities:

- a) CS1000E:
  - 1) 400 IP user licences
  - 2) 68 TDM user licences
  - 3) 22 ACD user licenses
- b) Call Pilot (202i) Main:
  - 1) 10 Voice channels
  - 2) 420 Voice seats
- c) Call Pilot (202i) Backup:
  - 1) 10 Voice channels
  - 2) 420 backup Voice seats

**6.3** Additionally there are two Universal trunk cards that are used to provide RAN and on-hold music. And an Interlalia used for announcements on a couple of the ACD queues.

**6.4** The City also has an Avaya Aura mid-size enterprise platform collaboration pack.

**6.5** The City uses VMWare Enterprise for most of it's servers

### **7.0 REQUIREMENTS**

**7.1** Critical requirement list:

- a) Two physically separate SIP trunk services. Active/active failover and load balance;
- b) Fully redundant PBX, SIP trunk service, voicemail, voice menu, phones, etc. (If one PBX/SIP/voicemail/voice menu system goes down then everything automatically switches over to another system transparently and without any user intervention.);
- c) Easy to manage (Ex: Changes to one unit automatically apply to the rest, well-designed GUI);
- d) Supports analog lines as well as VoIP phones (we have three large sites with 10 to 32 analog lines and thirteen sites with 1 to 2 analog lines);
- e) Supports ACD queues (We have approximately five small queues);
- f) Voice menus must be easy to setup and maintain (We have many voice menus with day, time, holiday, etc.). Must be able to replicate our existing Call Pilot voice menus;
- g) Support new features: presence, cell twinning, mobile applications, soft phone;
- h) Compatible with a portable phone system (Ex: With Avaya 3700 IP DECT);
- i) Ability to re-use our current Avaya IP Phone 1220 with full functionality (or at least equivalent to what they have now);

## **CORPORATION OF THE CITY OF NEW WESTMINSTER**

- j) New VoIP phones must support 1Gbit to the desktop, have 8 or more programmable keys that are self-labelling, LCD display;
- k) Support specialized conference phone (Ex: Avaya B179);
- l) Direct-in-Dial to most of the phones;
- m) 4-digit dial between locals.

### **8.0 MATERIALS AVAILABLE TO PROPONENTS**

- 8.1** The City is able to provide the full KRS licence file on request

### **9.0 PROPOSAL FORMAT AND PREPARATION**

- 9.1** Proposals should be provided double-sided on 8 ½” white paper, in a font colour of black and not less than 11 point. All proposals must clearly identify:

- a) Vendor overview;
- b) Vendor qualifications;
- c) Vendor partners for the proposed solution;
- d) Vendor experience in implementing similar systems;
- e) Vendor references (minimum of three (3))
- f) Overview of vendor install staff qualifications and certifications;
- g) Software and hardware:
  - 1) Clearly specify each piece of hardware (server, appliances, proprietary hardware) with model numbers and software with version numbers;
  - 2) Planned/warranted lifespan of the hardware;
  - 3) All quantities of equipment (hardware, software, licences, etc.);
  - 4) Licenses;
  - 5) Implementation plan;
  - 6) Risk assessment;
  - 7) Failover plan;
  - 8) Maintenance or support contracts;
  - 9) Maintenance requirements and how long of a maintenance window is needed;
  - 10) Migration path of upgrades/updates and their impact on operations;
  - 11) Assumed infrastructure needed, based on the manufacturer’s recommendations.

- 9.2** Configuration guideline – please use the following numbers as a guide for your proposal. (Note: Avaya used as example only)

- a) Two ‘Avaya IP Office solution with backup call control and voicemail’ or equivalent, twenty (20) Voicemail channels or equivalent;
- b) Two SIP trunk services, each equivalent to a PRI, including the incremental cost to expand the SIP trunk services;
- c) One hundred fifty (150) ‘Avaya 9608G phone sets or equivalent (1Gbps pc port, 8+ self-labelling programmable keys, LCD display) Note: The remainder of the phone sets will be reprogrammed/reused Avaya IP 1220 phones;
- d) Three (3) ‘Avaya B179 SIP conference phones or equivalent;
- e) Three (3) ‘Avaya IP500 v2 expansion systems (one with 32 analog ports, two with 16 analog ports) or equivalent;
- f) Licenses:
  - 1) 145 ‘Avaya Basic’ or equivalent
  - 2) 205 ‘Avaya Office’ or equivalent (Visual voicemail, pc portal)
  - 3) 50 ‘Avaya Power’ or equivalent (Softphone, remote portal/telecommuter, mobile link)

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- 4) 1 receptionist/switchboard (pc based app);
- g) Modify two hundred fifty (250) existing Avaya IP Phone 1220 to work with the new system.

### **10.0 PRICING**

**10.1** The Proposal is to include pricing separated into the following components:

- a) two 'Avaya IP Office solution
- b) two SIP trunk services, each equivalent to a PRI
- c) incremental cost to expand the SIP trunk services;
- d) one hundred fifty (150) 'Avaya 9608G phone sets or equivalent;
- e) three (3) 'Avaya B179 SIP conference phones or equivalent;
- f) three (3) 'Avaya IP500 v2 expansion systems (one with 32 analog ports, two with 16 analog ports) or equivalent;
- g) licenses:
  - 1) 145 'Avaya Basic' or equivalent
  - 2) 205 'Avaya Office' or equivalent
  - 3) 50 'Avaya Power' or equivalent
  - 4) 1 receptionist/switchboard (pc based app);
- h) cost to install and transition from old PBX to the new, including modifying two hundred fifty (250) existing Avaya IP Phone 1220 to work with the new system

### **11.0 PROPOSAL EVALUATION AND SELECTION**

**11.1** The City of New Westminster will evaluate all submitted valid Proposals. The object of the evaluation and selection process is to identify the Proposal that, in the City's opinion offers the best value for the Products and/or Services requested.

**11.2** The City is not obligated to accept the lowest priced Proposal or any Proposal, and may reject all submissions.

**11.3** The City has the absolute right to accept or reject any Proposal for any reason, to negotiate with any Proponent or Proponents and to evaluate the Proposals in accordance with all information submitted by the Proponents and to abandon the RFP at any stage, for any reason.

**11.4** There shall be no obligation on the part of the City neither to receive further information, whether written or oral, from any Proponent nor to disclose the nature of any Proposal received.

**11.5** The City at its discretion, may invite some or all Proponents for an interview to provide clarifications of their Proposals. In such event, the City will be entitled to consider the answers received in evaluating Proposals.

**11.6** The City may award a Contract to the Proponent whose submission, in the City's sole discretion, provides the best overall value to the City for the work. In evaluating the overall value to the City for the work in respect of each submission received, the City, in addition to price, will have in mind its critical goals of obtaining a high quality product in accordance with the schedule established under the Request for Proposal documents.

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- 11.7** In evaluating overall value, the City may consider, without limitation, price, qualifications and past experience of Proponents, availability of necessary work forces and other resources, proposed methodology and schedule for completing the work, and the past performance of Proponents on similar projects in respect of quality of work, timeliness of work, costs of contract administration to the owner of the project, and costs associated with claims for extras in respect of the project. In this regard, considerations other than price may be of greater weight in the City's evaluation of submissions received.
- 11.8** Proposals will be evaluated based on the following criteria:
- a) Cost;
  - b) Functionality of standard equipment and features to meet our specific needs;
  - c) Availability of additional capabilities to add as needed;
  - d) System growth and expansion;
  - e) Ease of use;
  - f) Product quality, reliability, and warranty plan;
  - g) Vendor qualifications;
  - h) Overall reputation in the industry;
  - i) Experience and expertise with the product being offered;
  - j) Service and support resources, including training by vendor for the installation and maintenance;
  - k) Certified vendor relationship with product manufacturer;
  - l) References where similar systems have been installed.
- 11.9** Proposed project teams must be capable of completing all identified tasks; the City will not consider partial submissions.

**12.0 REFERENCES****12.1 NOTE: Failure To Provide References May Result In Disqualification**

- 12.2** Proponents shall provide sources for three (3) references (companies for whom work of a similar magnitude and nature completed in the past five (5) years, including the City of New Westminster).

**\*\*end of Request for Proposal Document\*\***



Corporation of the City of  
**NEW WESTMINSTER**

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**APPENDIX A**

**Declaration – Living Wage Employer**



### DECLARATION – LIVING WAGE EMPLOYER

I, \_\_\_\_\_ as a duly authorized signing officer of

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_, confirm that all employees and sub-contractors under our contract with the City as outlined below, are paid not less than the "Living Wage" as calculated by the Living Wage for Families Campaign.

I understand that this requirement extends only to those employees and sub-contractors' employees that perform work while on City premises and property for durations in excess of one continuous hour per occasion.

I understand that the City will conduct audits if and when notification of breach of this compliance is received by the City. I understand that in the event any breach of this declaration is found to be true, the City reserves the right to cancel its contract without penalty at any time once said authentication of the breach is made.

Contract Name: \_\_\_\_\_

Authorized Signatory:

Dated:

\_\_\_\_\_

\_\_\_\_\_



Corporation of the City of  
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**APPENDIX B**

**Contract for Services**

## DRAFT CONTRACT FOR SERVICES AGREEMENT

This Agreement made this \_\_\_\_ day of \_\_\_\_\_ 2015

**BETWEEN: THE CORPORATION OF THE CITY OF NEW WESTMINSTER**

511 Royal Avenue, New Westminister, BC, V3L 1H9  
(herein called the “City”)

**AND: “CONTRACTOR”**

Address  
(herein called the “Contractor”)

The City and the Contractor agree as follows:

**1.0 ARTICLE 1 – Engagement and Conflict of Interest**

- 1.1 The Contractor agrees to perform the Contracting Work (herein called the “Work”) and provide all qualified personnel, services, materials, and such other things required by the General Conditions, General Requirements, Specifications, Scope of Work and Bid Form for (**enter tender / quote number**) for **Name of Work** at **Location, New Westminister**, submitted to the City (**enter date**).
- 1.2 The Contractor’s relationship with the City will be that of a Prime Contractor.
- 1.3 The Contractor will not act for any party whose interests are in conflict with those of the City, unless the City provides specific prior waiver of that term in writing, in each instance.
- 1.4 The Contractor warrants that neither it nor any of its officers or directors, or any employee, has any financial or personal relationship or affiliation with any elected official or employee of the Corporation or their immediate families which might in any way be seen or perceived (in the Corporation’s sole and unfettered discretion) to create a conflict. If such any conflict of interest arises during this agreement, the Contractor will immediately inform the City in writing.

**2.0 ARTICLE 2 - Duration and Termination**

- 2.1 The Work shall commence **enter date** and be complete by **enter date**, subject to further extension as agreed upon by the parties.
- 2.2 When the Contractor fulfils all requirements under this agreement to the satisfaction of the City, the City shall certify completion, in writing.
- 2.3 Should the Contractor breach this agreement, either by abandonment, or by act or omission on their part contravening the terms of this Agreement then this Agreement shall terminate at the time of such abandonment or act or omission and the Contractor shall be paid only for Work performed up to the date of contravention.

- 2.4 Acts or omissions by the Contractor that shall justify termination of this Agreement shall include but not be limited to the following:
- a) neglect of duties;
  - b) non-compliance of this Agreement;
  - c) inability to perform the Work he represented himself as competent to perform;
  - d) any misrepresentation made or concealment of material fact for the purpose of securing this Agreement.
- 2.5 The agreement may be terminated by the City as follows:
- a) For Deficiency or Default - immediately by providing to the Contractor written notice of the deficiency or default after the Contractor has been given a reasonable opportunity to remedy said deficiency or default;
  - b) Without Cause - by providing the Notice in writing to (as agreed upon).
- 2.6 Upon termination of the agreement, the City will pay the Contractor for work performed up to the effective date of termination. All other obligations of the City to the Contractor will terminate upon the termination or expiry of the agreement.

### **3.0 ARTICLE 3 - Non-Disclosure of Information**

- 3.1 The Contractor accepts that any information relating to the business affairs of the City is confidential and that any disclosure by him of any such information to unauthorized persons shall be reason for termination of this Agreement.

### **4.0 ARTICLE 4 - Ownership of Contract Documents and Freedom of Information**

- 4.1 All documents submitted to the City of New Westminster become the property of the City, and as such, the City advises Contractors that parts, or all, of this contract and documents legally connected to this contract may be subject to the provisions of British Columbia's *Freedom of Information and Protection of Privacy Act (FOIPPA)* and *Community Charter*. Contractors who wish to ensure particular parts of this contract are protected from disclosure under the FOIPP Act should specifically identify any information or records forming part of the contract that constitute (1) trade secrets, (2) that are supplied in confidence, and (3) the release of which could significantly harm their competitive position. Information that does not meet all three of the foregoing categories may be subject to disclosure to third parties. Please refer to the *Freedom of Information and Protection of Privacy Act* for further information.

### **5.0 ARTICLE 5 - Compliance with Applicable Laws**

- 5.1 The Contractor shall be responsible for giving all notices and complying with all laws, ordinances, rules, regulations, codes, and standards relating to the performance of the Work. The Contractor shall indemnify the City and hold it harmless from and against any claim, penalty, losses, damages, or expenses that might be made, imposed, suffered, or incurred due to an asserted or established violation of any such laws, ordinances, rules, regulations, codes or standards.
- 5.2 The Contractor will register for, obtain, and maintain their own separate WorkSafe BC Insurance Coverage, when required by WorkSafe BC and the *Workers Compensation Act*. When WorkSafe BC Insurance coverage is required, the Contractor will prove to the City they are registered with WorkSafe BC and are up to date on their premiums by providing a WorkSafe BC Clearance letter to the City before the Contractor starts the Work for the City and again before the City makes final payment to the Contractor.

5.3 The Contractor will comply with the WorkSafe BC Occupational Health and Safety Regulation and the *Workers' Compensation Act*. Any WorkSafe BC violation by the Contractor may be considered a breach of contract resulting in possible termination or suspension of the contract and/or any other actions deemed appropriate at the discretion of the City. Any penalties, sanctions or additional costs levied against the City, due to the actions of the Contractor are the responsibility of the Contractor.

**6.0 ARTICLE 6 - Advertising and Publicity**

6.1 The Contractor shall submit to the City, all proposed advertising, or publicity material(s) referring to the City or the performance of the Work for written approval prior to issue.

**7.0 ARTICLE 7 - Relationship**

7.1 It is expressly agreed, represented, and understood that the parties have entered into an arm's length independent contract for the rendering of the above-mentioned Work and that the Contractor is not an employee, agent, or servant, of the City. Further, this Agreement does not constitute or create any partnership, joint venture, master-servant, employer-employee, principal-agent, or any other relationship apart from an independent contractor status providing an independent service for which the Contractor will invoice the City according to the terms and conditions of this Agreement.

**8.0 ARTICLE 8 - Fees**

8.1 In consideration of the performance of the Work, the City shall pay the Contractor the monies determined by the rates provided in Tender / Quote #, not to exceed **enter amount** excluding the Goods and Services Tax (GST). This amount is the Maximum Authorized Expenditure. The City may increase this amount by issuing a written Change Order.

**9.0 ARTICLE 9 - Application for Payment**

9.1 The Contractor shall submit invoices to the City, Attention: Information Technology Department.

**10.0 ARTICLE 10 - Assignments**

10.1 The Contractor may not assign this Agreement without the written consent of the City.

**11.0 ARTICLE 11 – Agreement**

11.1 No term of this Agreement shall be deemed to have been waived by a party unless written waiver from the other party has been first obtained, and no condoning, excusing or overlooking of any default on previous occasions, or any earlier written waiver shall operate as a waiver in respect of a subsequent default.

11.2 This Agreement is the whole of the Agreement between the parties and sets forth all the warranties, representations, covenants, promises, terms, and conditions between the parties and there is no other written or oral express or implied terms, conditions, warranties, representations, or promises not reduced to writing and set out in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their respective seals to be affixed as of the day and year first above written

**THE AUTHORIZED SIGNATURE FOR  
THE CORPORATION OF THE CITY OF  
NEW WESTMINSTER:**

\_\_\_\_\_  
Roy Moulder, SCMP  
Purchasing Manager

Accepted and Agreed on  
\_\_\_\_\_, 2015

By  
**“CONTRACTOR”**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name and Office