



## **REQUEST FOR QUOTATIONS**

**Title:** Supply and Delivery of One (1) New Electric Ice Resurfacing Unit

**Reference No.:** 1220-040-2016-058

### **FOR THE SUPPLY OF GOODS**

(General Services)

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## 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](mailto: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 August 19, 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](mailto:purchasing@surrey.ca)  
Reference: 1220-040-2016-058

#### **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](http://www.bcbid.gov.bc.ca) (the "BC Bid Website") and the City Website at [www.surrey.ca](http://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.

**ATTACHMENT 1**



**DRAFT QUOTATION AGREEMENT**

**Title:** **SUPPLY AND DELIVERY OF ONE (1) NEW ELECTRIC ICE RESURFACING UNIT**

**Reference No.:** 1220-040-2016-058

**FOR THE SUPPLY OF GOODS**

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## QUOTATION AGREEMENT – GOODS

**Reference RFQ Title:** Supply and Delivery of One (1) New Electric Ice Resurfacing Unit

RFQ No.: 1220-040-2016-058

BETWEEN:

**CITY OF SURREY**  
13450 - 104 Avenue  
Surrey BC 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 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.

## **GOODS**

4. 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.
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.

## **PURCHASE PRICE**

6. 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.
7. Time is of the essence.

## **PAYMENT**

8. 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.
9. 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 11, 12 and 13, 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.
10. 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

11. 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.
12. 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

13. 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.
14. 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.
15. 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.

16. 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**

17. 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.
18. 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.
19. 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.

20. 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**

21. 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](mailto:cst19@livingstonintl.com)”

## **INSPECTIONS**

22. 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**

23. 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**

24. 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**

25. 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**

26. 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**

27. 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**

28. 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**

29. 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**

30. 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.
31. 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**

32. 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.

**- END OF PAGE -**

**ENUREMENT**

33. 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 signatories:

\_\_\_\_\_  
(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**

### **1. GENERAL**

- 1.1 These specifications contemplate the supply and delivery of one (1) electric ice resurfacing unit. Unit shall be supplied completely assembled and complete with all attachments and auxiliary equipment necessary to place unit in operating condition and ready for service.

### **2. BACKGROUND**

- 2.1 The City of Surrey operates eight (8) sheets of ice including a three (3) sheet facility, a twin sheet facility and three (3) stand alone facilities. The City's fleet of ice resurfacers are on a rotation for the purpose of balancing hours of use and occasionally as a spare in the event of a mechanical issue. The resurfacer is required to be interchangeable at all of the City facilities. South Surrey Arena is the City's most challenging ice arena. The width of the drive aisle to the snow dump pot is 8'6" and the height is 10'6" floor to ceiling.

### **3. SPECIFICATIONS OF GOODS**

- 3.1 The following specifications should be considered as preferred requirements and do not relieve the Contractor the responsibility to supply a complete, fully functional unit, suitable for the services intended. The ice resurfacer is to be of current production model with latest updates, including manuals, instructions, training and requested spare parts.

#### **3.2 Capacity**

- 3.2.1 The capacity of the snow and water tanks should have enough capacity to resurface a standard sized North American ice rink.

- (a) Snow Tank
  - i. 106 cubic feet (3.00 cubic metres) (actual volume)
  - ii. 132 cubic feet (3.74 cubic metres) (compacted)
  
- (b) Wash Water Tank
  - i. High Density Polyethylene construction
  - ii. 60 US Gallons (227 litres)
  
- (c) Total Water Capacity
  - i. 260 US Gallons (984 litres)

#### **3.3 Snow Tank and Augers**

- (a) Large snow capacity and tank design provides all areas of the snow tank to be completely filled, even the top and rear corners.



- (b) 10 inch large diameter augers double-flighted
- (c) Augers epoxy coated

### **3.4 Ice Resurfacing Unit**

- 3.4.1 City facilities host a variety of user groups. The activities and ages of the participants can vary greatly. As a result, our ice resurfer operators may be required to perform heavy cuts and lay down a lot of water. Conversely, some ice resurfacing may only require light cutting. Whether at low speeds cutting heavily or at regular speed for a regular cut, City staff need to be able to make an excellent sheet of ice by responding and adjusting to changing conditions. The ice resurfacing unit should:
- a) Deliver full power and speed to the augers at all times, even when slowing down for corners to provide a consistent cut to the ice.
  - b) Have speed controlled by a single solid-state electronic foot pedal that provides smooth and responsive acceleration
  - c) An operator compartment with an ergonomic layout and includes a modern steering wheel with spinner knob.
  - d) Have a vertical auger cover that reduces noise for the operator.
  - e) Have easily accessible batteries.

### **3.5 Charger**

- 3.5.1 The battery and charging cycle of the electric ice resurfer should be sufficient to meet operational requirements. It is not uncommon for the City to use one (1) machine to perform 25 cleans in one day, more if requested by the user groups. Following a regular day, which typically ends at midnight, the graveyard shift will do ice maintenance between midnight and 3am. This can include up to six (6) additional ice cleans. The ice resurfacing unit must be ready for a full days use by the next morning.
- 3.5.2 The City currently uses at Surrey Sport & Leisure facility the Unimax IGBT Fast charging station by Enersys. The City's preference is that the Contractor's charging station is compatible with the Unimax IGBT Fast charging station by Enersys.

## **4. MAINTENANCE**

- 4.1 The Ice Resurfer should be easy to use, serviceable and repairable. The following processes should be easy for City staff to complete:
- a) Changing the blade;
  - b) Adjusting the blade;
  - c) Changing a tire;
  - d) Changing the oil;

## **5. TRAINING**

- 5.1 The City may require the Contractor to provide up to two (2) on site instructional sessions to ensure all our staff are competent in the operation and maintenance of the

ice resurfacing unit. The Contractor is to provide an operating manual for the ice resurfacing unit.

## **6. QUANTITIES**

6.1 The City makes no claims regarding any quantities or optional items that will be purchased. Quantities will be determined at the preference of the City on an as and when needed basis, including the opportunity to place additional orders with various equipment options, with the Contractor

## **7. PRE-DELIVERY AND INSPECTION**

7.1 Prior to delivery, the ice resurfacing unit shall be completely inspected and serviced by the Contractor and/or the manufacturer's Service Centre. The Contractor is responsible to ensure the ice resurfacing unit is thoroughly tested inspected, and that all deviations are corrected prior to delivery. The ice resurfacing unit shall contain a pre-delivery check sheet showing what operations have been performed on the ice resurfacing unit by the Contractor.

7.2 The City will inspect the ice resurfacing unit, upon delivery, for workmanship, appearance, proper functioning of the ice resurfacing unit and accessories and systems, and conformance to all requirements of the specifications. In the event deficiencies are detected, the ice resurfacing unit will be rejected and it shall be the Contractor's responsibility to pick-up the ice resurfacing unit, make the necessary corrections and re-deliver the ice resurfacing unit for a re-inspection and acceptance.

7.3 The Contractor shall be responsible for securing any and all inspections required by law, including B.C. Provincial Inspection stickers. Any fee charged for these inspections shall be the sole responsibility of the Contractor.

## **8. DELIVERY REQUIREMENTS**

8.1 The Contractor will deliver the ice resurfacing unit 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 ice resurfacing unit 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.

8.2 The ice resurfacing unit is to be delivered F.O.B. Destination, Freight Prepaid, to City of Surrey, in first class operating condition, to South Surrey Arena 2199 148 Street, attention Bob Ducic (604-598-5874) 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.

- 8.3 Contractor shall state delivery time after receipt of the order.
- 8.4 Deliveries are to be made between the hours of 8:30 a.m. to 4:30 p.m. Monday through Friday, excluding statutory holidays, unless other arrangements have been agreed to in writing from the City.
- 8.5 The Contractor should notify the Arena Operations Manager at 604-968-5566 not less than three (3) working days prior to expected delivery / arrival to permit inspection scheduling. The City will not assume any liability for ice resurfacing unit delivered to an unauthorized location.
- 8.6 The ice resurfacing unit should be inspected by the City to determine compliance with the specifications and/or to test its ability to perform its intended use.

## 9. DOCUMENTATION AT TIME OF DELIVERY

- 9.1 Contractors are to submit the following conformation along with Schedule B – Quotation.
- (a) Complete manufacturer's technical specifications literature; and
  - (b) Standard warranty documentation.
- 9.2 The Contractor should provide the following documentation upon delivery:
- a) Manufacturer's **Certificate of Origin**;
  - b) **Warranty** documents and certifications;
  - c) One (1) complete **Service Manual** to cover the vehicle(s) equipment;
  - d) One (1) **Parts Manual** covering the entire ice resurfacing unit;
  - e) Complete **Parts List** of all belts, hoses and filters; including parts numbers, manufacturer and use;

## 10. TITLE, RISK OF LOSS, FREIGHT

- 10.1 Title of the ice resurfacing unit shall remain with the Contractor until it is delivered to the City address specified and transfer of title is executed by the City, at which time title passes to the City of Surrey.
- 10.2 The Contractor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur prior to delivery and acceptance.
- 10.3 The Contractor shall be responsible for customs clearance and payment of any duties and/or taxes owing at time of importation into Canada, as applicable.



## QUOTATION

SCHEDULE B

RFQ Title: Supply and Delivery of One (1) New Electric Ice Resurfacing Unit

RFQ No: 1220-040-2016-058

### 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, 5<sup>th</sup> Floor West  
13450 – 104<sup>th</sup> Avenue, Surrey, B.C., V3T 1V8

Telephone: 604-590-7274

Email: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)

1. If this offer is accepted by the City, such offer and acceptance will create a contract as described in:
  - (a) the RFQ;
  - (b) the specifications set out above and in Schedule A of the RFQ;
  - (c) the General Terms and Conditions; and
  - (d) this Quotation; and
  - (e) 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. The Contractor offers to supply to the City of Surrey the Goods for the prices plus applicable taxes as follows:

<b>F.O.B.</b> Destination, Freight Prepaid		<b>Payment Terms:</b> 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.		<b>Ship Via:</b>
Item #	Item Name	Quantity	Unit Price	Amount
1.	Electric Ice Resurfacer including batteries, charging station, and any other requirements	1	\$	\$
2.	Environmental Levy: Tires:	1	\$	\$
3.	Environmental Levy: Battery(ies):	1	\$	\$
4.	Any other levies, fees or taxes excluding PST & GST (Please specify)	1	\$	\$
5.	Factory Rebates (if any):	1	\$	\$
CURRENCY: Canadian			Subtotal:	\$
			GST (5%):	\$
			PST (7%):	\$
			<b>Quotation Price</b>	<b>\$</b>

4. Contractors should provide an estimated schedule, with major item descriptions and times indicating a commitment to provide the Goods and perform the Services within the time specified (use the spaces provided and/or attach additional pages, if necessary).

Delivery time from receipt of a Purchase Order is: \_\_\_\_\_ days.

5. Contractors to provide the specifications for width, height for dumping and minimum required ceiling height.

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6. Contractors to specify the ice resurfacers charging station and describe its charging cycle. Comment specifically on the compatibility of this system with your product and what modifications may be required as a solution and the specifications of the charging unit.

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7. Contractors to list the steps and processes for the following:

(a) Changing the blade:

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(b) Adjusting the blade:

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(c) Changing a tire:

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(d) Changing the oil:

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8. Contractors to provide details on how the operator can make adjustments to the ice resurfacers to make heavy cuts, light cuts, etc.:

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9. Contractors to provide the following information:

(a) Product warranty (Please provide details regarding the warranty provided with the machine, including term and extension options. Identify the location from which warranty service is available):

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(b) Operator Training required and provided:

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(c) Provide a demonstrated history of reliability and durability with your product:

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(d) Service options available such as callouts, rates, loaner machines:

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10. Contractors to provide a five (5) year projection of the typical cost of maintenance (regular service work, routine maintenance and replacement etc.).

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**Key Personnel:**

11. Contractor should provide information on 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):

**Key Personnel**

Name: \_\_\_\_\_  
Experience: \_\_\_\_\_  
Dates: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Responsibility: \_\_\_\_\_

**Experience and References:**

12. Contractor's relevant experience and qualifications in delivering Goods and Services similar to those required by the Agreement (use the spaces provided and/or attach additional pages, if necessary):

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13. Contractor's relevant 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.

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14. Contractor to describe their sustainability initiatives relating to the environmental impacts. The environmental attributes (green) of their Goods and Services. Anticipated objectives (e.g. carbon neutral by 2015). Information pertaining to their environmental policies, programs and practices. Confirm that the Contractor complies with any applicable objective.

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15. 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)