



## **REQUEST FOR QUOTATIONS**

**Title:**                               **Supply, Delivery and Fitting of One (1)  
Slip-In Asphalt Body to Our Current Trucks**

**Reference No.:**                   **1220-040-2017-121**

**FOR THE SUPPLY OF GOODS**

(General Services)

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SCHEDULE A – SPECIFICATION OF GOODS

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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 **September 15, 2017**. 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: 1220-040-2017-121

#### **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 No. 1  
QUOTATION AGREEMENT – GOODS**

**Reference RFQ Title: Supply, Delivery and Fitting of One (1) Slip-In Asphalt Body to Our Current Trucks**

RFQ No.: 1220-040-2017-121

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.

## **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.

## **MULTIPLE PREFERRED CONTRACTORS**

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

In addition to any other provision of this RFQ, Quotations may be evaluated on the basis of advantages and disadvantages to the City that might result or be achieved from the City dividing up the Goods and entering into one or more Contracts with one or more Quotations.

**ENUREMENT**

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

This Quotation Agreement is executed 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)

This Quotation Agreement is executed by the City of Surrey this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

**CITY OF SURREY**

by its authorized signatory:

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

## SCHEDULE A – SPECIFICATION OF GOODS

**PROJECT TITLE:** Supply, Delivery and Fitting of One (1) Slip-In Asphalt Body to Our Current Trucks

**PROJECT No.:** 1220-040-2017-121

### 1. GENERAL DESCRIPTION

It is the intent of this specification to provide for the purchase, delivery and fitting of one (1) new and unused asphalt body which slip into our tandem axle dump truck, dump boxes.

### 2. SPECIFICATIONS OF GOODS

The City's requirements are outlined in **Schedule A-1 – Technical Specifications**.

The Services include, but are not limited to the following:

- Supply and Delivery of one slip-in asphalt body;
- Provision of local dealer warranty service and replacement parts at no cost to the City at a local dealer preferably in the Surrey area; and
- Provision of post-delivery services and parts availability at a local dealer, preferably in the Surrey area.

### 3. ALTERNATES AND/OR VARIATIONS TO SPECIFICATIONS

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 units other than that specified are 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-1 – Technical Specifications** describe what is considered necessary to meet the performance requirements of the City and Contractor's 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.

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

Prior to delivery, the unit shall be completely inspected and serviced by the Contractor and/or the manufacturer's Service Centre. The Contractor is responsible to ensure the unit is thoroughly tested inspected, and that all deviations are corrected prior to delivery. The unit shall contain a pre-delivery check sheet showing what operations have been performed on the unit by the Contractor. The unit is to be clean, and all stickers are to be removed prior to delivery with the exception of any sticker required by law.

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

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.

#### **5. DELIVERY REQUIREMENTS**

The Contractor will deliver the unit 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 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.

The unit is to be delivered F.O.B. Destination, Freight Prepaid, to City of Surrey, Fleet/Service Centre, Central Operations Works Yard, 6651 – 148<sup>th</sup> Street, Surrey, BC, V3S 3C7, attention: Mr. Keith Sharp, Fleet & Garage Manager.

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.

The Contractor should notify the Fleet & Garage Manager at 604-590-7269 not less than three (3) working days prior to expected delivery / arrival to permit inspection scheduling. The City will not assume any liability for unit delivered to an unauthorized location.

The unit should be inspected by the City to determine compliance with the specifications and/or to test its ability to perform its intended use.



## 6. DOCUMENTATION AT TIME OF DELIVERY

The Contractor should provide the following documentation upon delivery:

- Manufacturer's **Certificate of Origin**;
- **Warranty** documents and certifications;
- One (1) complete **Service Manual** to cover, but not limited to, transmission, frame, electrical, CNG cylinder, and other components to cover the unit;
- One (1) **Parts Manual** covering the entire unit;
- One (1) set of **As-built Electrical Wiring Schematics** to cover any and all wiring not installed by the manufacturer. This diagram to include part numbers and brand names of switches, lights, etc. of part used;
- Complete **Parts List** of all belts, hoses and filters; including parts numbers, manufacturer and use; and
- A **Fluid Capacities** in litres.

## 7. TITLE, RISK OF LOSS, FREIGHT

Title of the unit shall remain with the Contractor until it is delivered to the City address specified and transfer of title is executed by the City.

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.

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.

## SCHEDULE A-1 –TECHNICAL SPECIFICATIONS

### **TECHNICAL SPECIFICATIONS**

**DESCRIPTION:** Unit to be supplied with all available standard equipment in addition to the specifications listed below. Provide warranty details for the unit offered.

<b>Preferred Specifications</b>	
<b>Container</b>	
1.1	The unit shall be a minimum of 8 cubic yards
1.2	Double wall construction with 2” – 6 LB. density insulation throughout
1.3	Internal hopper steel shall be 3/16” GA HR steel.
1.4	External hopper cladding shall be 12 GA HR steel
1.5	Two top loading doors are 2” double wall construction with 2” – 6 LB. density insulation
1.6	Doors hydraulically operated by 2” x 11” stroke cylinders.
1.7	Hydraulic system is powered from the truck hydraulics
1.8	Hydraulic lines shall be connected to the truck hydraulics through a Tema coupler TMMC7755Q
1.9	Hydraulic controls shall be located at the right rear corner of the container, accessible to the operator
1.10	The sloping walls of the hopper shall be a minimum of 45 degrees from the horizontal
1.11	Material shall discharge via a 24- wide Kevlar belt over chain conveyor system.
1.12	The chain shall have crossbars every second chain link.
1.13	The conveyor shall be driven through a hydraulically driven gearbox, ratio of 25:1
1.14	The conveyor shall be driven via sprockets with a minimum of 1¾ " shaft. Support bearings shall be able to be lubricated at a manifold at the rear of the unit. Front bearing access shall be attainable via bolt on access ports
1.15	Conveyor chain shall able to be driven in both directions
1.16	Residual asphalt on the conveyor shall have be removed by heavy duty spring return UHMW wipers at the rear of unit, heavy duty triple rubber wipers at the front.
1.17	The asphalt shall be delivered directly from the conveyer to the ground, into a wheelbarrow
<b>Radiant Heat &amp; Fuel</b>	
2.1	Two CNG fueled burners, with cast manifold burner and flame adjustment
2.2	Burners rated at 67,000 BTU each @ a pressure of 10 psi. Burner area fully enclosed.
2.3	Temperature controlled thermostat with a range of 100 to 300 degrees Fahrenheit
2.4	<b>Shall have flame out fuel shut off valve</b>
2.5	Heat tubes located under hopper, with passage ways internally in hopper for directing heat. – Please provide details.
2.6	Passage ways separate from burner chamber – provide details
2.7	One - 20 DGE cylinder mounted in cabinet with integrated fuel panel, which includes fill receptacle, gauge, and 1/4 turn valve; plumb cylinder to remote regulator. Fill port and control box shall be located curb side at rear to allow filling from the ground

2.8	Hand Touch, Pilot with valve control, rated at 200,000 BTU, supplied with 25" hose on hose reel.
<b>Loading and Unloading</b>	
3.1	Patcher shall be supplied with front and rear free standing legs which fold away when loaded on a truck.
a.	Front legs of the unit will drop freely from the unit by gravity during removal from the truck. Slotted holes and locking pins are provided to set the height of the legs as required. Locking pins are secured to the unit with lanyards to prevent them from being misplaced. Each leg is locked in the vertical position by locking pin cylinder that is locked into place by a hand lever on each side of the unit
b.	Rear legs are raised and lowered manually for loading and unloading. Legs are provided with slotted holes and locking pins for height adjustment.
3.2	Patcher shall be equipped with two front mounted rubber guide wheels to assist with the loading of the unit.
3.3	Patcher shall able to be loaded and unloaded form a truck dump body without the use of ancillary equipment
3.4	The patcher shall have a minimum of two tie down points at the front to secure the unit to the front of the truck – please provide details and location
3.5	The patcher shall be secured to the rear of the truck using the tail gate dogs – please provide details.
3.6	Four lifting lugs shall be provided to allow the unit to lifted off the truck, should the need arise – please provide details
<b>Auxiliary Electric Heat Patcher</b>	
4.1	Minimum 9KW, 220 volt AC thermostatically controlled 100°F to 300°F
4.2	Temperature probe to be located no higher than ¼ of the way up of the side wall of the hopper
4.3	Unit shall keep the asphalt at a workable temperature overnight with a minimum of 25 percent capacity – please provide details that this is achievable
4.4	Electric controls shall be in a weather proof panel
4.5	A light shall be provided to indicate the unit is plugged into mains power and to indicate the electric heating elements are operating
<b>Arrow Board</b>	
5.1	A sixteen (16) LED with arrow style light board with left arrow, right arrow and double arrow and center bar functions.
5.2	Mounted at rear of unit in a prominent position so it can be clearly seen by motorists.
5.3	Arrow board will be controlled by a remote (wireless) controller, making it portable between different trucks.
<b>Volt Electrics</b>	
6.1	The unit shall be supplied with a wiring loom and suitable plug which plugs into the rear of the truck for all 12 volt electric powered components, which either need to be controlled from the cab of the truck and/or with a power feed to a weather proof control box at the rear of the unit

<b>Safety</b>	
7.1	The driver shall have the ability to turn the burner off from the cab of the truck.
7.2	The driver shall be warned of a “flame out” of the burner.
7.3	Electric controls shall be in a weather proof panel.
7.4	The operation of the burner while the vehicle is in motion shall meet all Federal and Provincial regulations.
7.5	An indicator light at the rear of the unit shall be illuminated when the overnight heating connected and in use.
7.6	An 18” work deck shall be provided at the Front of the Patcher, between the CNG tank and Patcher, for access to the interior of the patcher for cleaning. Please provide details at time of submission.
<b>Operator Training</b>	
8.1	Upon delivery the proponent shall provide a minimum of 8 hours training per unit, at no cost to the City

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**QUOTATION**  
SCHEDULE B

**RFQ Title: Supply, Delivery and Fitting of One (1) Slip-In Asphalt Body to Our Current Trucks**

**RFQ No: 1220-040-2017-121**

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

Year, Make & Model: \_\_\_\_\_

All costs to meet the preferred specifications should be included in the following delivered prices.

F.O.B.	Payment Terms:	Ship Via:
Destination Freight Prepaid	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>BODY</b>	\$
	<b>SUB-TOTAL:</b>	\$
	<b>GST: 5%</b>	\$
	<b>PST: 7%</b>	\$
	<b>TOTAL QUOTED PRICE (CAD):</b>	\$

The completed unit shall be delivered within \_\_\_\_\_ days after receipt of purchase order.

Complete Unit: State Warranty (no less than one (1) year) \_\_\_\_\_

Extended Warranty Options:  
\_\_\_\_\_

Warranty repairs shall be performed at \_\_\_\_\_

Contractor to provide the following information:

(a) Size of CNG tanks \_\_\_\_\_

2. 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;
  - (d) this Quotation; and
  - (e) other terms, if any, that are agreed to by the parties in writing.
  
3. 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.
  
4. 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.

**-END OF PAGE-**

**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)

**This Quotation** is accepted by the City this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**CITY OF SURREY**

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Signature of Purchasing Representative)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)

\_\_\_\_\_  
(Print Name of Purchasing Representative)

\_\_\_\_\_  
(Signature of Authorized Signatory)

\_\_\_\_\_  
(Print Name and Position of Authorized Signatory)



**SCHEDULE B – ATTACHMENT NO.1 – PREFERRED SPECIFICATIONS**

Preferred Specifications	√ (Yes)	√ (No)	Manufacturers' Specifications of Goods Offered. Contractor should complete all spaces in this column.
<b>Container</b>			
1.1 The unit shall be a minimum of 8 cubic yards	<input type="checkbox"/>	<input type="checkbox"/>	
1.2 Double wall construction with 2" – 6 LB. density insulation throughout	<input type="checkbox"/>	<input type="checkbox"/>	
1.3 Internal hopper steel shall be 3/16" GA HR steel.	<input type="checkbox"/>	<input type="checkbox"/>	
1.4 External hopper cladding shall be 12 GA HR steel	<input type="checkbox"/>	<input type="checkbox"/>	
1.5 Two top loading doors are 2" double wall construction with 2" – 6 LB. density insulation	<input type="checkbox"/>	<input type="checkbox"/>	
1.6 Doors hydraulically operated by 2" x 11" stroke cylinders.	<input type="checkbox"/>	<input type="checkbox"/>	
1.7 Hydraulic system is powered from the truck hydraulics	<input type="checkbox"/>	<input type="checkbox"/>	
1.8 Hydraulic lines shall be connected to the truck hydraulics through a Tema coupler TMMC7755Q	<input type="checkbox"/>	<input type="checkbox"/>	
1.9 Hydraulic controls shall be located at the right rear corner of the container, accessible to the operator	<input type="checkbox"/>	<input type="checkbox"/>	
1.10 The sloping walls of the hopper shall be a minimum of 45 degrees from the horizontal	<input type="checkbox"/>	<input type="checkbox"/>	
1.11 Material shall discharge via a 24- wide Kevlar belt over chain conveyor system.	<input type="checkbox"/>	<input type="checkbox"/>	
1.12 The chain shall have crossbars every second chain link.	<input type="checkbox"/>	<input type="checkbox"/>	
1.13 The conveyor shall be driven through a hydraulically driven gearbox, ratio of 25:1	<input type="checkbox"/>	<input type="checkbox"/>	
1.14 The conveyor shall be driven via sprockets with a minimum of 1¾ " shaft. Support bearings shall be able to be lubricated at a manifold at the rear of the unit. Front bearing access shall be attainable via bolt on access ports	<input type="checkbox"/>	<input type="checkbox"/>	
1.15 Conveyor chain shall able to be driven in both directions	<input type="checkbox"/>	<input type="checkbox"/>	

Preferred Specifications	√ (Yes)	√ (No)	Manufacturers' Specifications of Goods Offered. Contractor should complete all spaces in this column.
1.16 Residual asphalt on the conveyor shall have be removed by heavy duty spring return UHMW wipers at the rear of unit, heavy duty triple rubber wipers at the front.	<input type="checkbox"/>	<input type="checkbox"/>	
1.17 The asphalt shall be delivered directly from the conveyer to the ground, into a wheelbarrow	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Radiant Heat &amp; Fuel</b>			
2.1 Two CNG fueled burners, with cast manifold burner and flame adjustment	<input type="checkbox"/>	<input type="checkbox"/>	
2.2 Burners rated at 67,000 BTU each @ a pressure of 10 psi. Burner area fully enclosed.	<input type="checkbox"/>	<input type="checkbox"/>	
2.3 Temperature controlled thermostat with a range of 100 to 300 degrees Fahrenheit	<input type="checkbox"/>	<input type="checkbox"/>	
2.4 Shall have flame out fuel shut off valve	<input type="checkbox"/>	<input type="checkbox"/>	
2.5 Heat tubes located under hopper, with passage ways internally in hopper for directing heat. – Please provide details.	<input type="checkbox"/>	<input type="checkbox"/>	
2.6 Passage ways separate from burner chamber – provide details	<input type="checkbox"/>	<input type="checkbox"/>	
2.7 One - 20 DGE cylinder mounted in cabinet with integrated fuel panel, which includes fill receptacle, gauge, and 1/4 turn valve; plumb cylinder to remote regulator. Fill port and control box shall be located curb side at rear to allow filling from the ground	<input type="checkbox"/>	<input type="checkbox"/>	
2.8 A platform shall be built into the cylinder cover to allow staff to stand on to reach into the open hopper to scrape/dislodge the build-up of asphalt. Please provide drawing of layout as part of the submission	<input type="checkbox"/>	<input type="checkbox"/>	
2.9 Hand Touch, Pilot with valve control, rated at 200,000 BTU, supplied with 25" hose on hose reel.	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Loading and Unloading</b>			
3.1 Patcher shall be supplied with front and rear free standing legs which fold away when loaded on a truck.	<input type="checkbox"/>	<input type="checkbox"/>	
a. Front legs of the unit will drop freely from the unit by gravity during removal from the truck. Slotted holes and locking pins are provided to set the height of the legs as required.	<input type="checkbox"/>	<input type="checkbox"/>	

Preferred Specifications	√ (Yes)	√ (No)	Manufacturers' Specifications of Goods Offered. Contractor should complete all spaces in this column.
<p>Locking pins are secured to the unit with lanyards to prevent them from being misplaced. Each leg is locked in the vertical position by locking pin cylinder that is locked into place by a hand lever on each side of the unit</p> <p>b. Rear legs are raised and lowered manually for loading and unloading. Legs are provided with slotted holes and locking pins for height adjustment.</p>	<input type="checkbox"/>	<input type="checkbox"/>	
3.2 Patcher shall be equipped with two front mounted rubber guide wheels to assist with the loading of the unit.	<input type="checkbox"/>	<input type="checkbox"/>	
3.3 Patcher shall able to be loaded and unloaded form a truck dump body without the use of ancillary equipment	<input type="checkbox"/>	<input type="checkbox"/>	
3.4 The patcher shall have a minimum of two tie down points at the front to secure the unit to the front of the truck – please provide details and location	<input type="checkbox"/>	<input type="checkbox"/>	
3.5 The patcher shall be secured to the rear of the truck using the tail gate dogs – please provide details.	<input type="checkbox"/>	<input type="checkbox"/>	
3.6 Four lifting lugs shall be provided to allow the unit to lifted off the truck, should the need arise – please provide details.	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Auxiliary Electric Heat Patcher</b>			
4.1 Minimum 9KW, 220 volt AC thermostatically controlled 100°F to 300°F.	<input type="checkbox"/>	<input type="checkbox"/>	
4.2 Temperature probe to be located no higher than ¼ of the way up of the side wall of the hopper.	<input type="checkbox"/>	<input type="checkbox"/>	
4.3 Unit shall keep the asphalt at a workable temperature overnight with a minimum of 25 percent capacity – please provide details that this is achievable.	<input type="checkbox"/>	<input type="checkbox"/>	
4.4 Electric controls shall be in a weather proof panel.	<input type="checkbox"/>	<input type="checkbox"/>	
4.5 A light shall be provided to indicate the unit is plugged into mains power and to indicate the electric heating elements are operating.	<input type="checkbox"/>	<input type="checkbox"/>	

Preferred Specifications		√ (Yes)	√ (No)	Manufacturers' Specifications of Goods Offered. Contractor should complete all spaces in this column.
<b>Arrow Board</b>				
5.1	A sixteen (16) LED with arrow style light board with left arrow, right arrow and double arrow and center bar functions.	<input type="checkbox"/>	<input type="checkbox"/>	
5.2	Mounted at rear of unit in a prominent position so it can be clearly seen by motorists.	<input type="checkbox"/>	<input type="checkbox"/>	
5.3	Arrow board will be controlled by a remote (wireless) controller, making it portable between different trucks.	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Volt Electrics</b>				
6.1	The unit shall be supplied with a wiring loom and suitable plug which plugs into the rear of the truck for all 12 volt electric powered components, which either need to be controlled from the cab of the truck and/or with a power feed to a weather proof control box at the rear of the unit	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Safety</b>				
7.1	The driver shall have the ability to turn the burner off from the cab of the truck.	<input type="checkbox"/>	<input type="checkbox"/>	
7.2	The driver shall be warned of a "flame out" of the burner.	<input type="checkbox"/>	<input type="checkbox"/>	
7.3	Electric controls shall be in a weather proof panel.	<input type="checkbox"/>	<input type="checkbox"/>	
7.4	The operation of the burner while the vehicle is in motion shall meet all Federal and Provincial regulations.	<input type="checkbox"/>	<input type="checkbox"/>	
7.5	An indicator light at the rear of the unit shall be illuminated when the overnight heating connected and in use.	<input type="checkbox"/>	<input type="checkbox"/>	
7.6	An 18" work deck shall be provided at the Front of the Patcher, between the CNG tank and Patcher, for access to the interior of the patcher for cleaning. Please provide details at time of submission.	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Operator Training</b>				
8.1	Upon delivery the proponent shall provide a minimum of 8 hours training at no cost to the City.	<input type="checkbox"/>	<input type="checkbox"/>	