



REQUEST FOR QUOTATIONS

Title: **SUPPLY AND DELIVERY OF ONE (1) OR MORE NEW REDUCED TAIL SWING EXCAVATOR(S) WITH AN OPERATING WEIGHT OF APPROX. 14,000 kg**

Reference No.: **1220-040-2016-116**

FOR THE SUPPLY OF GOODS

(General Services)

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ATTACHMENT NO. 1 – DRAFT QUOTATION AGREEMENT - 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

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 (1) 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 October 27, 2016. The City's office hours are 8:30 a.m. to 4:00 p.m., Monday to Friday, except statutory holidays.

4. INQUIRIES

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

Name: Richard D. Oppelt, Purchasing Manager
Email: purchasing@surrey.ca
Reference: 1220-040-2016-116

5. ADDENDA

If the City determines that an amendment is required to this RFQ, the City Representative will issue a written addendum by posting it on the BC Bid Website at www.bcbid.gov.bc.ca (the "BC Bid Website") and the City Website at www.surrey.ca (the "City Website") that will form part of this RFQ. It is the responsibility of Contractors to check the BC Bid Website and the City Website for addenda. The only way this RFQ may be added to, or amended in any way, is by a formal written addendum. No other communication, whether written or oral, from any person will affect or modify the terms of this RFQ or may be relied upon by any Contractor. By delivery of a Quotation, the Contractor is deemed to have received, accepted and understood the entire RFQ, including any and all addenda.

6. NO CONTRACT

This RFQ is simply an invitation for quotations (including prices and terms) for the convenience of all parties. It is not a tender and no obligations of any kind will arise from this RFQ or the submission of Quotations. The City may negotiate changes to any terms of a Quotation, including terms in Attachment 1 and Schedules A and B and including prices, and may negotiate with one or more Contractors or may at any time invite or permit the submission of quotations (including prices and terms) from other parties who have not submitted Quotations.

7. ACCEPTANCE

A Quotation will be an offer to the City which the City may accept at any time by signing the copy of the Quotation and delivering it to the Contractor. A Quotation is not accepted by the City unless and until both the authorized signatory and the purchasing representative have signed on behalf of the City. Delivery of the signed agreement by the City may be by fax or pdf e-mail. In that event, the contract will be comprised of the documents included in the definition of Agreement in Attachment No. 1 – Quotation Agreement – Goods.

8. CONTRACTOR'S EXPENSES

Contractors are solely responsible for their own expenses in preparing and submitting Quotations, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from the RFQ. The City will not be liable to any Contractor for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, incurred by the Contractor in preparing and submitting a

Quotation, or participating in negotiations for a contract, or other activity related to or arising out of this RFQ.

9. CONTRACTOR'S QUALIFICATIONS

By submitting a Quotation, a Contractor represents that it has the expertise, qualifications, resources, and relevant experience to supply the Goods.

10. CONFLICT OF INTEREST

A Contractor must disclose in its Quotation any actual or potential conflicts of interest and existing business relationships it may have with the City, its elected or appointed officials or employees. The City may rely on such disclosure.

11. SOLICITATION OF COUNCIL MEMBERS AND CITY STAFF

Contractors and their agents will not contact any member of the City Council and City staff with respect to this RFQ, other than the contact person named in Section 4, at any time prior to the award of a contract or the cancellation of this RFQ.

12. CONFIDENTIALITY

All Quotations become the property of the City and will not be returned to the Contractor. All Quotations will be held in confidence by the City unless otherwise required by law. Contractors should be aware the City is a "public body" defined by and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

13. SIGNATURE

The legal name of the person or firm submitting the Quotation should be inserted in the Quotation. The Quotation should be signed by a person authorized to sign on behalf of the Contractor and include the following:

- (a) If the Contractor is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Quotation should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Quotation on behalf of the corporation is submitted;
- (b) If the Contractor is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venturer should be included, and each partner or joint venturer should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the City that the person(s) signing have signing authority for the partnership or joint venture). If a

partner or joint venturer is a corporation then such corporation should sign as indicated in subsection (a) above; or

- (c) If the Contractor is an individual, including a sole proprietorship, the name of the individual should be included.

-END OF PAGE-

ATTACHMENT NO. 1 – DRAFT QUOTATION AGREEMENT – GOODS

Reference RFQ Title: SUPPLY AND DELIVERY OF ONE (1) OR MORE NEW REDUCED TAIL SWING EXCAVATOR(S) WITH AN OPERATING WEIGHT OF APPROX. 14,000 kg

RFQ No.: 1220-040-2016-116

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.

SUBMITTING YOUR ELECTRONIC INVOICE

Please send electronic invoices to the City of Surrey by email to surreyinvoices@surrey.ca

In order to process your payment, the following submission guidelines **must** be met:

- Invoice(s) must be sent as attachments.
- Attachment(s) must be in PDF format.
- PDF attachment(s) must be named: <Company name>_<Invoice Number>.
- Email(s) must not exceed 2MB.

Please Note: failure to meet the guidelines above may result in payment processing delays or in your payment not being processed.

SUBMITTING YOUR INVOICE BY HARD COPY

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"

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.

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.

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 AND DELIVERY OF ONE (1) OR MORE NEW REDUCED TAIL SWING EXCAVATOR(S) WITH AN OPERATING WEIGHT OF APPROX. 14,000 kg

PROJECT No.: 1220-040-2016-116

1. GENERAL DESCRIPTION

It is the intent of this specification to provide for the purchase of a reduced tail swing excavator that complies with all D.O.T., British Columbia Motor Vehicle Act and WBC regulations.

2. SPECIFICATIONS OF GOODS

The City is seeking to identify and select a qualified supplier that has the knowledge, technical resources, experience, reputation and capacity to supply, deliver and provide continuous support services.

The excavator should be a new, unused, current production model with all the latest updates including, where requested, all manuals, instructions, training and requested spare parts.

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 the reduced tail swing excavator;
- 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 vehicle(s) other than that specified is offered, it is the Contractor's responsibility to provide information in its Quotation that enables the City to confirm equivalency and acceptance.

Except where stated otherwise, the specifications described in **Schedule A-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 vehicle(s) shall be completely inspected and serviced by the Contractor and/or the manufacturer's Service Centre. The Contractor is responsible to ensure the vehicle(s) are thoroughly tested inspected, and that all deviations are corrected prior to delivery. The vehicle(s) shall contain a pre-delivery check sheet showing what operations have been performed on the vehicle(s) by the Contractor. The vehicle(s) are to be clean, and all stickers are to be removed from glass prior to delivery with the exception of any sticker required by law.

The City will inspect the vehicle(s), upon delivery, for workmanship, appearance, proper functioning of all vehicle(s) and accessories and systems, and conformance to all requirements of the specifications. In the event deficiencies are detected, the vehicle(s) will be rejected and it shall be the Contractor's responsibility to pick-up the vehicle(s) make the necessary corrections and re-deliver the vehicle(s) for 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 vehicle(s) 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 vehicle(s) 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 vehicle(s) are to be delivered F.O.B. Destination, Freight Prepaid, to City of Surrey, Fleet/Service Centre, Central Operations Works Yard, 6651 – 148th 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. An authorized representative of the Contractor should supervise delivery to the City. The City will not assume any liability for vehicle(s) delivered to an unauthorized location.

The vehicle(s) 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:

- **KEYS** – All key [three (3) full sets];
- Manufacturer's **Certificate of Origin**;
- **Warranty** documents and certifications;
- One (1) complete **Service Manual** per machine to cover, but not limited to, tires, engine, batteries, transmission, axles, electrical components to cover the vehicle(s);
- One (1) **Parts Manual** covering the entire vehicle(s);
- 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
- **Fluid Capacities** in litres.

NEW EQUIPMENT/VEHICLE

Equipment/vehicles are to be new and unused and not previously titled.

7. TITLE, RISK OF LOSS, FREIGHT

Title of the vehicle(s) 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

The specifications herein states the preferred requirements of the City of Surrey.

ONE (1) OR MORE NEW REDUCED TAIL SWING EXCAVATOR(S) WITH AN OPERATING WEIGHT OF APPROX. 14,000 kg

Preferred Specifications
1. Engine
Four Cylinder, turbocharged, isolation mounted diesel engine.
Engine shall be certified to EPA Tier 4 interim or better.
Engine displacement shall be no less than 3 liters .
Engine rated net peak power shall be no less than (70 kW) @ 2000 rpm.
Engine shall have auto-idle mode to reduce engine speed when hydraulics are not in use to reduce fuel consumption and noise.
The engine oil and fuel filters will be remotely mounted for ease of access.
Under-hood engine air cleaner shall be dry type, dual element with evacuator valve, restriction sensor and in-cab restriction warning light.
Primary fuel filter shall have no more than 30-micron rated primary filter with water separator.
Secondary fuel filter shall have no more than a 2-micron rated filter.
Engine will be equipped with a water-in-fuel sensor.
Engine must have the capability of running on either ultra-low sulfur diesel (ULSD) fuel with 15 ppm of sulfur or less or biodiesel (B20) fuel blended with ULSD that meets ASTM 6751 or EN 14214 standards.
2. Cooling
Factory-fill long life coolant rated to –34 F (–37° C), shall be standard – please provide hours/years before change is required.
The machine shall be equipped with an oil-to-water engine oil cooler.
Unit shall have a coolant recovery tank provided.
The radiator and oil cooler will be protected with a trash screen to protect against overheating.
The hydraulic circuits will be water cooled.
3. Power Train
The excavator shall be two-speed with automatic shift with a high speed of 5.5 km/h.
The hydraulic pilot levers shall have short stroke and low effort to reduce fatigue.
The Swing brake shall be multiple wet disk, or equivalent, spring applied and hydraulically released.
The propel brake shall be spring applied and hydraulically released.
Drawbar pull shall be approx. 11,000 kg.
4. Hydraulic System
The hydraulic system shall be open center, load sensing.
Not less than two main implement pumps shall be provided and pumps shall be variable displacement piston type. Please provide details.
Total combined flow from the two implement pumps shall not be less than 58 gal per minute.
Factory installed one way/two way; one pump/two pump high pressure hydraulics plus two way medium pressure hydraulics shall be available. Flow settings for up to 10 different hydra-mechanical tools shall be capable of being programmed into the cab monitor to simplify tool selection/changes by

Preferred Specifications
the operator.
Boom and stick shall have reduced drift valves fitted.
An accumulator shall be provided to allow the boom and stick to be lowered to the ground in the case of a dead engine.
Factory installed hydraulics to operate a hydraulic "pin grabber" shall be available.
A boom and stick regeneration circuit shall be standard to save energy during boom-down and stick-in operation.
An auxiliary hydraulic valve shall be standard for use with optional hydraulic circuits.
Standard boom and sticks shall have mounting accommodations/bosses already provided for auxiliary hydraulics lines.
The machine shall be piped and have controls to operate a hydraulic compactor (hoepak).
The machine shall be supplied with hydraulically operated "pin grabber" quick coupler.
5. Electrical
The electrical system shall be 24 volt and alternator rating no less than 70 amp.
Cab shall have a 12 volt, 60 watt, 5 amp cell phone power outlet.
Cab will be pre-wired for rotating beacon and 2 way radio-ready. The beacon shall have its own power supply and be switched.
Machine shall have HID work lights available on cab, boom and stick for greater visibility.
Unit shall be equipped with a Telematics systems that can provide fleet management, logistics and remote diagnostics capabilities. Provide information and ongoing cost of system.
Machine shall be supplied with a remote "jump start receptacle".
6. Operators Station
Machine shall have a Certified ROPS cab meeting ISO 12117-2 specifications.
Machine shall have a ROPS Certified cab that allows an Operator Protective Guard (OPG) to be bolted directly to it.
Machine shall be capable of accepting a bolt-on FOGS (Falling Object Guard System) system without further cab reinforcement.
The cab shall have an openable roof hatch to provide additional emergency escape path and clear visibility to overhead obstacles with a sunshade for operator comfort.
The operator will be provided with a conveniently located tool to break the window in case of an emergency.
Cab shall have an automatic climate control system with outlets which provided positive filtered ventilation.
The A/C filters shall be easy to replace with no special tools required and shall have extended replacement intervals.
Machine shall have a 3" (75 mm) wide retractable seat belt as standard.
Seat shall be adjustable, with suspension, headrest and adjustable lumbar support and adjustable armrests with heating and cooling.
System shall retain and display active fault codes and incidents related to machine operating outside of the specified parameter.
Machine shall have a rear view camera available with the ability to view from the cab monitor.
Factory installed AM/FM stereo radio shall be standard.
The horn and travel alarm shall be operable while the machine is moving forward or in reverse.
7. Boom, Stick, Attachments
Boom length shall be approx. 4.65m.
Stick length shall be approx. 3.0m and capable of adding a thumb to it should it be required in the future.
An Optional Heavy Counterweight shall be supplied. Please state weight.

Preferred Specifications
Machine shall have a front blade with cutting edge and with a hydraulic float capability to perform leveling operations.
Front blade width shall match track width of machine.
The machine shall be supplied with 24" and 32" digging bucket with smooth plate attached to bucket teeth for cleaning the bottom of trenches, and 54" clean up bucket, all with pins for a "pin grabber" quick hitch.
Certified lifting eyes shall be welded to the quick hitch, and all buckets. The eye shall have approx. 25 mm hole through the plate to accommodate a shackle.
In addition to the lifting eye, a 3/8" "grab hook" shall be welded to the upperside of the lifting eye on quick hitch and all buckets.
A hydraulically operated "pin grabber" shall be supplied and installed – preference given to factory supplied unit.
A Groeneveld auto grease unit shall be supplied and installed.
8. Undercarriage
Machine shall be supplied with long track frame option.
Machine shall have as standard equipment, grease lubricated track chains.
Track and carrier rollers shall be lubricated for life.
Rubber bolt on crawler pads shall be bolted to the track shoes to match 20" triple grouser shoes (clamp type are not acceptable)
Machine shall have as standard equipment a Swivel Guard.
Machine shall have as standard equipment a towing eye on the base frame.
9. Warranty
Proponent to provide detailed standard warranty coverage.
Proponent to provide details and cost of extended machine warranty including engine and emission systems.
Proponent shall provide operator and mechanical orientation of the machine to City staff.
10. Safety
Machine shall be supplied with, 1- 2 lb fire extinguisher, 1 – No. 1 first aid kit, Orange LED strobe light (R2LPPA Whelen) wired with its own switch direct to a non-switched power source.
11. Regulations
Excavator must comply with government regulations and requirements: <ul style="list-style-type: none"> • Federal Government Regulations • BC Workers' Compensation Board Regulations • BC Emissions Standards
12. Machine
Provide operating weight of machine in kg.
Please provide full specification sheet of proposed machine (Excel format is preferred).

- END OF PAGE -



QUOTATION
SCHEDULE B

RFQ Title: SUPPLY AND DELIVERY OF ONE (1) OR MORE NEW REDUCED TAIL SWING EXCAVATOR(S) WITH AN OPERATING WEIGHT OF APPROX. 14,000 kg

RFQ No: 1220-040-2016-116

CONTRACTOR

Legal Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

CITY OF SURREY

TO:

City Representative: Richard D. Oppelt
Purchasing Manager

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

Telephone: 604-590-7274

Email: purchasing@surrey.ca

1. 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.

“Without Trade/s”

UNIT PRICE:	\$ _____	X 1	\$ _____
ENVIRONMENTAL LEVIES: BATTERY:	\$ _____	X 1	\$ _____
AIR CONDITIONING:	\$ _____	X 1	\$ _____
ANY OTHER LEVIES OR FEES:	\$ _____	X 1	\$ _____
	\$ _____	X 1	\$ _____

SUB-TOTAL: \$ _____

GST 5% on \$ _____: \$ _____

PST 7% on \$ _____: \$ _____

TOTAL QUOTED PRICE: \$ _____

Payment Terms:

A cash discount of _____ % will be allowed if the invoices is paid within _____ days, or the ____ day of the month following, or net 30 days, on a best effort basis.

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

Complete Vehicle: State Warranty (no less than one (1) year) _____

Extended Warranty Options:

Warranty repairs shall be performed at _____

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)

RDO Revision May 2016
MAY 21, 2009
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SCHEDULE B-1 – PREFERRED SPECIFICATIONS

PREFERRED SPECIFICATIONS FOR: ONE (1) OR MORE NEW REDUCED TAIL SWING EXCAVATOR(S) WITH AN OPERATING WEIGHT OF APPROX. 14,000 kg

Contractor should list complete manufacturer's details in the right column opposite to the preferred listed requirement.

Preferred Specifications	Yes (Circle))	No (Circle))	Manufacturers' Specifications of Equipment Offered. Contractor to indicate compliance or deviation with specifications below.
1. ENGINE			
1.1 Four Cylinder, turbocharged, isolation mounted diesel engine.	Y	N	
1.2 Engine shall be certified to EPA Tier 4 interim or better.	Y	N	
1.3 Engine displacement shall be no less than 3 liters.	Y	N	
1.4 Engine rated net peak power shall be no less than (70 kW) @ 2000 rpm.	Y	N	
1.5 Engine shall have auto-idle mode to reduce engine speed when hydraulics are not in use to reduce fuel consumption and noise.	Y	N	
1.6 The engine oil and fuel filters will be remotely mounted for ease of access.	Y	N	
1.7 Under-hood engine air cleaner shall be dry type, dual element with evacuator valve, restriction sensor and in-cab restriction warning light.	Y	N	
1.8 Primary fuel filter shall have no more than 30-micron rated primary filter with water separator.	Y	N	
1.9 Secondary fuel filter shall have no more than a 2-micron rated filter.	Y	N	
1.10 Engine will be equipped with a water-in-fuel sensor.	Y	N	
1.11 Engine must have the capability of running on either ultra-low sulfur diesel (ULSD) fuel with 15 ppm of sulfur or less or biodiesel (B20)	Y	N	

Preferred Specifications	Yes (Circle))	No (Circle))	Manufacturers' Specifications of Equipment Offered. Contractor to indicate compliance or deviation with specifications below.
fuel blended with ULSD that meets ASTM 6751 or EN 14214 standards.			
2. Cooling			
2.1 Factory-fill long life coolant rated to -34 F (-37° C), shall be standard – please provide hours/years before change is required.	Y	N	
2.2 The machine shall be equipped with an oil-to-water engine oil cooler.	Y	N	
2.3 Unit shall have a coolant recovery tank provided.	Y	N	
2.4 The radiator and oil cooler will be protected with a trash screen to protect against overheating.	Y	N	
2.5 The hydraulic circuits will be water cooled.	Y	N	
3. Power Train			
3.1 The excavator shall be two-speed with automatic shift with a high speed of 5.5 km/h.	Y	N	
3.2 The hydraulic pilot levers shall have short stroke and low effort to reduce fatigue.	Y	N	
3.3 The Swing brake shall be multiple wet disk, or equivalent, spring applied and hydraulically released.	Y	N	
3.4 The propel brake shall be spring applied and hydraulically released.	Y	N	
3.5 Drawbar pull shall be approx. 11,000 kg.	Y	N	
4. Hydraulic System			
4.1 The hydraulic system shall be open center, load sensing.	Y	N	
4.2 Not less than two main implement pumps shall be provided and pumps shall be variable displacement piston type. Please provide details.	Y	N	
4.3 Total combined flow from the two implement pumps shall not be less	Y	N	

Preferred Specifications	Yes (Circle))	No (Circle))	Manufacturers' Specifications of Equipment Offered. Contractor to indicate compliance or deviation with specifications below.
than 58 gal per minute.			
4.4 Factory installed one way/two way; one pump/two pump high pressure hydraulics plus two way medium pressure hydraulics shall be available. Flow settings for up to 10 different hydra-mechanical tools shall be capable of being programmed into the cab monitor to simplify tool selection/changes by the operator.	Y	N	
4.5 Boom and stick shall have reduced drift valves fitted.	Y	N	
4.6 An accumulator shall be provided to allow the boom and stick to be lowered to the ground in the case of a dead engine.	Y	N	
4.7 Factory installed hydraulics to operate a hydraulic "pin grabber" shall be available.	Y	N	
4.8 A boom and stick regeneration circuit shall be standard to save energy during boom-down and stick-in operation.	Y	N	
4.9 An auxiliary hydraulic valve shall be standard for use with optional hydraulic circuits.	Y	N	
4.10 Machine shall be supplied with hydraulic lines to run work tools, and hydraulic "pin grabber".	Y	N	
4.11 The machine shall piped and have controls to operate a hydraulic compactor (hoepack)	Y	N	
4.12 The machine shall be supplied with hydraulically operated "pin grabber" quick coupler.	Y	N	
5. Electrical			
5.1 The electrical system shall be 24 volt and alternator rating no less than 70 amp.	Y	N	
5.2 Cab shall have a 12 volt, 60 watt, 5 amp cell phone power outlet.	Y	N	
5.4 Cab will be pre-wired for rotating	Y	N	

Preferred Specifications	Yes (Circle))	No (Circle))	Manufacturers' Specifications of Equipment Offered. Contractor to indicate compliance or deviation with specifications below.
beacon and 2 way radio-ready. The beacon shall have its own power supply and be switched.			
5.4 Machine shall have HID work lights available on cab, boom and stick for greater visibility.	Y	N	
5.5 Unit shall be equipped with a Telematics systems that can provide fleet management, logistics and remote diagnostics capabilities. Provide information and ongoing cost of system	Y	N	
5.6 Machine shall be supplied with a remote "jump start receptacle"	Y	N	
6. Operators Station			
6.1 Machine shall have a Certified ROPS cab meeting ISO 12117-2 specifications.	Y	N	
6.2 Machine shall have a ROPS Certified cab that allows an Operator Protective Guard (OPG) to be bolted directly to it.	Y	N	
6.3 Machine shall be capable of accepting a bolt-on FOGS (Falling Object Guard System) system without further cab reinforcement.	Y	N	
6.4 The cab shall have an openable roof hatch to provide additional emergency escape path and clear visibility to overhead obstacles with a sunshade for operator comfort	Y	N	
6.5 The operator will be provided with a conveniently located tool to break the window in case of an emergency	Y	N	
6.6 Cab shall have an automatic climate control system with outlets which provided positive filtered ventilation	Y	N	
6.7 The A/C filters shall be easy to replace with no special tools required	Y	N	
6.8 Machine shall have a 3" (75 mm)	Y	N	

Preferred Specifications	Yes (Circle))	No (Circle))	Manufacturers' Specifications of Equipment Offered. Contractor to indicate compliance or deviation with specifications below.
wide retractable seat belt as standard.			
6.9 Seat shall be adjustable, with suspension, headrest and adjustable lumbar support and adjustable armrests with heating and cooling	Y	N	
6.10 System shall retain and display active fault codes and incidents related to machine operating outside of the specified parameter	Y	N	
6.11 Machine shall have a rear view camera available with the ability to view from the cab monitor.	Y	N	
6.12 Factory installed AM/FM stereo radio shall be standard.	Y	N	
6.13 The horn and travel alarm shall be operable while the machine is moving forward or in reverse	Y	N	
7. Boom, Stick, Attachments			
7.1 Boom length shall be approx. 4.65m	Y	N	
7.2 Stick length shall be approx. 3.0m and capable of adding a thumb to it should it be required in the future.	Y	N	
7.3 An Optional Heavy Counterweight shall be supplied. Please state weight and cost	Y	N	
7.4 Machine shall have a Front Blade with cutting edge and with a hydraulic float capability to perform leveling operations.	Y	N	
7.5 Front Blade width shall match track width of machine	Y	N	
7.6 The machine shall be supplied with 24", and 32" digging bucket, with smooth plate attached to bucket teeth for cleaning the bottom of trenches, and 54" clean up bucket, all with pins for a "pin grabber" quick hitch.	Y	N	

Preferred Specifications	Yes (Circle))	No (Circle))	Manufacturers' Specifications of Equipment Offered. Contractor to indicate compliance or deviation with specifications below.
7.7 Certified lifting eyes shall be welded to the quick hitch, and all buckets. The eye shall have approx. 25 mm hole through the plate to accommodate a shackle.	Y	N	
7.8 In addition to the lifting eye, a 3/8" "grab hook" shall be welded to the upper side of the lifting eye on quick hitch and all buckets.	Y	N	
7.9 A hydraulically operated "pin grabber" shall be supplied and installed – preference given to factory supplied unit	Y	N	
7.10 A Groeneveld auto grease unit shall be supplied and installed			
8. Undercarriage			
8.1 Machine shall be supplied with long track frame option	Y	N	
8.2 Machine shall have as standard equipment, grease lubricated track chains.	Y	N	
8.3 Track and carrier rollers shall be lubricated for life.	Y	N	
8.4 Rubber bolt crawler pads shall be bolted to the track shoes to match 20" triple grouser shoes (clamp type are not acceptable).	Y	N	
8.7 Machine shall have as standard equipment a swivel guard.	Y	N	
8.8 Machine shall have as standard equipment a towing eye on the base frame.	Y	N	
9. Warranty			
9.1 Proponent to provide details standard warranty coverage.	Y	N	
9.2 Proponent to provide details and cost of extended machine warranty, including engine and emission systems.	Y	N	
9.3 Proponent shall provide operator	Y	N	

Preferred Specifications	Yes (Circle))	No (Circle))	Manufacturers' Specifications of Equipment Offered. Contractor to indicate compliance or deviation with specifications below.
and mechanical orientation of the machine to City staff.			
10. Safety			
10.1 Machine shall be supplied with, 1-2 lb fire extinguisher, 1 – No. 1 first aid kit, Orange LED strobe light (R2LPPA Whelen) wired with its own switch direct to a non-switched power source.	Y	N	
10.2 Machine shall not be capable of being started with the hydraulic lock lever in the "live" or "run" position.	Y	N	
11. Regulations			
Excavator must comply with government regulations and requirements: <ul style="list-style-type: none"> • Federal Government Regulations • BC Workers' Compensation Board Regulations • BC Emissions Standards 			
12. Machine			
12.1 Provide operating weight of machine in kg.			
12.2 Please provide full specification sheet of proposed machine (Excel format is preferred).	Y	N	