



## **REQUEST FOR QUOTATIONS**

**Title:** Supply and Delivery of One or More Backhoe Loaders

**Reference No.:** 1220-040-2023-008

### **FOR THE SUPPLY OF GOODS AND SERVICES**

(General Services)

Issue Date: February 16<sup>th</sup>, 2023

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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 – Form of Quotation to Attachment 1 – Draft Quotation Agreement (the “**Quotation**”) for the supply and delivery of the goods described in Schedule A – Specifications of Goods and Scope of Services to Attachment 1 – Draft Quotation Agreement - Goods (the “**Goods**”). The description of the Goods sets out the preferred specifications/requirements of the City. A person that submits a Quotation (the “**Contractor**”) should prepare a Quotation that meets the preferred specifications/requirements, and may as it may choose, in addition, also include goods, or terms that exceed the preferred specifications/requirements.

The City’s preferred Technical Specifications/requirements are more particularly outlined in Schedule A-1.

### 2. ADDRESS FOR DELIVERY

The Contractor should submit the Quotation **electronically** in a single pdf file which must be delivered to the City by email at: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)

Confirmation of receipt of email will be issued. Quotations that cannot be opened or viewed may be rejected. A Contractor bears all risk that the City’s receiving equipment functions properly so that the City receives the Quotation.

**Note:** The maximum file size the City can receive is 10Mb. If sending large email attachments, Contractors should phone [604-590-7274] to confirm receipt.

### 3. DATE

The City would prefer to receive Quotations on or before **March 9<sup>th</sup>, 2023** (the “**Date**”).

### 4. INQUIRIES

All inquiries related to this RFQ should be directed in writing to the person named below (the “**City Representative**”). Information obtained from any person or source other than the City Representative may not be relied upon.

Name: Sunny Kaila, Manager, Procurement Services

E-mail: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)

Reference: 1220-040-2023-008

Inquiries should be made no later than 7 business days before the Date set out in Section 3. The City reserves the right not to respond to inquiries made within 7 business days of the Date set out in Section 3. Inquiries and responses will be recorded and may be distributed to all Contractors at the discretion of the City.

Contractors finding discrepancies or omissions in the Agreement or RFQ, or having doubts as to the meaning or intent of any provision, should immediately notify the City Representative. If the City determines that an amendment is required to this RFQ, the City Representative will issue an addendum in accordance with Section 5. No oral conversation will affect or modify the terms of this RFQ or may be relied upon by any Contractor.

## 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) and the City Website at [www.surrey.ca](http://www.surrey.ca) (collectively, the “Websites”), and upon posting, any addenda will form part of this RFQ. It is the responsibility of Contractors to check the Websites 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. **FORM OF QUOTATION**

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 – Form of Quotation, and/or Schedule B-1 – Preferred Technical Specifications Response Form. All parts, pages, figures, and tables set out in a Quotation should be numbered and labeled clearly.

A Contractor should include in its Quotation a full response to each question or request for information set out in the RFQ, having regard to the form set out in Schedule B – Quotation.

The description of the Goods as described in Schedule A – Specifications of Goods and Scope of Services to Attachment 1 – Draft Agreement – Goods sets out the minimum requirements of the City. Without limiting the generality of the foregoing, a 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.

## 7. **QUOTATION PRICE**

The prices set out in the Contractor’s Quotation will, applied in accordance with the terms as set out in Attachment 1 – Draft Quotation Agreement – Goods, represent the entire cost to the City for the complete performance of the supply and delivery of the Goods, exclusive only of GST. The aggregate of such prices (collectively, the “**Quotation Price**”) will be the Contractor’s total price for the complete performance of the supply and delivery of the Goods. The Quotation Price will be deemed to include:

- (a) all costs for labour, equipment and materials included in or required for the completion of the supply and delivery of the Goods, including all items which, while not specifically listed, are included in the supply and delivery of the Goods

specifically or by necessary inference from the terms as set out in Attachment 1 – Agreement – Draft Quotation Agreement – Goods;

- (b) all overhead costs, including head office and on-site overhead costs, and all amounts for the Contractor's profit; and
- (c) all costs required for compliance with all laws applicable to the performance of the supply and delivery of the Goods and the performance of the warranty obligations as described in Attachment 1 – Draft Quotation Agreement – Goods.

Without limiting the generality of the foregoing, the Quotation Price will be deemed to include all parts for body and chassis which are necessary in order to provide a complete unit, ready for operation, which conforms in strength, quality of workmanship, and materials to that which is usually provided by the trade in general.

## **8. EVALUATION OF QUOTATIONS**

The City will compare and evaluate the Quotations to identify the Quotation which the City, in its sole and absolute discretion, determines to be the most advantageous.

The City is not obligated to complete a detailed evaluation of all Quotations and may, after completing a preliminary review of all Quotations, identify and drop from any detailed evaluation any Contractor which, when compared to the other Contractors, the City determines, in its sole and absolute discretion, to not be in contention to be selected as the Contractor.

The City in its sole and absolute discretion may apply some or all of the following evaluation criteria:

- (a) Technical – Design, Performance, Maintenance, Warranty;
- (b) Qualifications (resources, management, engineering, etc.);
- (c) Customer Service - relationships with customers, overall customer experience
- (d) Quotation Price;
- (e) Delivery; and
- (f) Past Performance in supply and delivering goods similar to the Goods.

## **9. RESERVATION OF RIGHTS**

Notwithstanding any other provision in this RFQ:

- (a) The City need not necessarily consider the Quotation with the lowest Quotation Price, or any Quotation, and the City reserves the right to reject any and all Quotations at any time, or cancel the RFQ process, without further explanation, and to accept any Quotation the City considers to be in any way advantageous to it;
- (b) The City's acceptance of any Quotation is contingent on having sufficient funding for the purchase and achieving a mutually acceptable contract for the supply and delivery of the Goods.;
- (c) Each Contractor, by submitting a Quotation, irrevocably:

- (i) agrees that it will not bring any claim, demand, action, cause of action, suit or proceeding, whether arising in contract, tort (including negligence) or otherwise (a “**Claim**”) against the City or any of its employees, directors, officers, advisors or representatives, or any one of them, for any costs, damages or other compensation in excess of an amount equivalent to the actual and reasonable costs directly and demonstrably incurred by the Contractor in preparing its Quotation for any matter relating directly or indirectly to this RFQ (including in the event that the City rejects or disqualifies or for any other reason fails to accept a Quotation, accepts a non-compliant Quotation or otherwise breaches, or fundamentally breaches, the terms of this RFQ or any duties arising from this RFQ); and
  - (ii) waives any Claim against the City and its employees, directors, officers, advisors or representatives for any compensation of whatsoever nature or kind, including for loss of anticipated profits, loss of opportunity, indirect, incidental or consequential damages or losses if no contract between the Contractor and the City is entered into for the supply and delivery of the Goods for any reason whatsoever, including in the event that the City rejects or disqualifies or for any other reason fails to accept a Quotation, accepts a non-compliant Quotation or otherwise breaches, or fundamentally breaches, the terms of this RFQ or any duties arising from this RFQ; and
- (d) If the City considers that all Quotations are priced too high, it may reject them all.

#### **10. NO AGREEMENT**

This RFQ is simply an invitation for quotations (including prices and terms) for the convenience of all parties. It is not a tender or a request for proposals 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 negotiation of amendments to Contractors’ prices in Schedule B to a Quotation, 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. This RFQ does not commit the City in any way to select a Contractor or to proceed to negotiations for a contract, or to award any contract, and the City reserves the complete right to at any time reject all Quotations and to terminate this RFQ process.

#### **11. 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 of the Contractor and the authorized signatory of the City have signed. Delivery of the signed Agreement by the City may be by fax or pdf e-mail or hard copy. In that event, the contract will be comprised of the documents included in the definition of Agreement in Attachment 1 – Draft Quotation Agreement – Goods.

#### **12. 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 this RFQ. The City and its representatives, agents, consultants and advisors will not be liable to any Contractor for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any matter whatsoever, 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.

### **13. CONTRACTOR'S QUALIFICATIONS**

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

### **14. CONFLICT OF INTEREST**

A Contractor should 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.

### **15. SOLICITATION OF COUNCIL MEMBERS, CITY STAFF AND CITY CONSULTANTS**

Contractors and their agents will not contact any member of the City Council, City staff or City consultants 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 and which could be viewed as one Contractor attempting to seek an unfair advantage over other Contractors.

### **16. 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.

### **17. 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.

## **18. EQUIVALENTS, SUBSTITUTIONS, ALTERNATIVES**

Unless otherwise expressly stated, if and wherever the specifications set out in Schedule A - Specifications of Goods and Scope of Services to Attachment 1 – Draft Quotation Agreement – Goods, use a brand name of a manufacturer, make, trade name, or catalogue designation in specifying an item, it does not restrict Contractors to the identified manufacturer, make, trade name, or catalogue designation. The usage of such identification is simply to indicate the character, quality and/or performance equivalence of the commodity identified.

Prior to the Date, a Contractor may request, pursuant to section 4 the City to approve a commodity(ies) (each, an “Equivalency”) to be included in a Quotation in substitution for a commodity(ies), indicated in Schedule A Specifications of Goods and Scope of Services to Attachment 1 – Draft Quotation Agreement – Goods, on the basis that the substitution of the same or better character, quality and/or performance as the commodity(ies) indicated in Schedule A – Specifications of Goods and Scope of Services to Attachment 1 – Draft Quotation Agreement - Goods, such that that the proposed Equivalency will serve the purpose for which it is intended to be used equally as well. Applications for an Equivalency should be in writing delivered to the City Representative, accompanied by appropriate supporting information, data, specifications and documentation. The City may request any additional supporting information, data, specifications and documentation it considers necessary to make a decision with respect to the application. If the City decides in its sole discretion to accept an Equivalency, then the City will provide written confirmation of such acceptance to the Contractor, without notification to other Contractors (subject to the City’s discretion under section 4). The City is not obligated to review or accept any application for an Equivalency. Without limiting the City’s discretion as set out in this Section 18, the City may specifically refuse to approve an application for an Equivalency with which there may be an associated increase to a Quotation Price or a delay to the supply and delivery of the Goods.

The Contractor should clearly identify in its Quotation any Equivalencies approved by the City under this Section 18.

If the Contractor does not in its Quotation indicate any Equivalencies, the Contractor will be deemed to accept the commodity(ies) described in Schedule A – Specifications of Goods and Scope of Services to Attachment 1 – Draft Quotation Agreement - Goods.

## **19. MULTIPLE CONTRACTORS**

The City reserves the right and discretion to divide up the Goods, either by scope, fuel types, or other basis as the City may decide, and to select one or more 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 Contractors.

**20. FACTORY INSTALLATION**

Items that are available from the factory should be factory installed. If factory installation of an item is not available to the dealer and the dealer is making a dealer modification in order to meet the specification, it should be clearly noted in your response.

**21. ANTICIPATED QUANTITIES**

The City reserves the right and discretion to place orders on quoted items as per Schedule B – Form Quotation on an “as required” basis. All quantities are anticipated quantities only and may or may not increase or decrease according to requirements.

**- END OF PAGE -**

**ATTACHMENT NO. 1 – DRAFT QUOTATION AGREEMENT – GOODS**



**QUOTATION AGREEMENT**

between

**CITY OF SURREY**

and

**<<INSERT CONTRACTOR NAME>>**

for

**SUPPLY AND DELIVERY OF ONE OR MORE BACKHOE  
LOADERS**

**AGREEMENT NO.: 1220-030-2023-008**

**ABW CONTRACT No.: TBD**

**PURCHASE ORDER No.: TBD**

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**ATTACHMENT No. 1 – DRAFT QUOTATION AGREEMENT – GOODS**

**Reference RFQ Title: Supply and Delivery of One or More Backhoe Loaders**

**Reference No.: 1220-040-2023-008**

**BETWEEN:**

**CITY OF SURREY**  
13450 – 104<sup>th</sup> Avenue  
Surrey, B.C., V3T 1V8

(the "**City**")

**AND:**

[INSERT THE FULL LEGAL NAME AND ADDRESS OF CONTRACTOR]

(the "**Contractor**")

**WHEREAS** the City wishes to engage the Contractor to provide the Goods and the Contractor agrees to provide the Goods.

**THEREFORE** in consideration of the premises and 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 this Agreement, in addition to any terms defined elsewhere in this Agreement, the following definitions apply:
  - (a) "**Agreement**" means this agreement and all schedules attached hereto;
  - (b) "**Change Order**" has the meaning set out in Sections 42 through 46;
  - (c) "**Delivery Date**" means the delivery date(s) for the applicable Goods, as set out in a Purchase Order or as otherwise agreed between parties;
  - (d) "**Delivery Point**" has the meaning set out in Section 7;
  - (e) "**Department Representative**" means the representative designated by the City from time to time based on the required role, function and requirement;
  - (f) "**Fleet Defect**" has the meaning set out in Section 67;
  - (g) "**Goods**" mean the goods, materials, equipment, supplies, parts, accessories and other items to be supplied by the Contractor pursuant to this Agreement as more particularly described in the schedules to this Agreement;
  - (h) "**Indemnitees**" has a meaning set out in Sections 52 through 55;
  - (i) "**Production Schedule**" has the meaning set out in Sections 16 through 17;

- (j) **“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 PST; and
  - (k) **“Specifications”** means the scope of work and specifications and requirements set out in the schedules to this Agreement, and including anything and everything required to be done for the fulfilment and completion of this Agreement.
2. This Agreement may be modified only by express and specific written agreement signed by the parties.
  3. 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) Schedule B – Form of Quotation;
    - (c) Schedule A – Specifications of Goods and Scope of Services; and
    - (d) other terms, if any, that are agreed to by the parties in writing.

**SUPPLY AND DELIVERY OF GOODS**

4. The Contractor will supply the Goods that meet the specifications set out in Schedule A – Specifications of Goods and Scope of Services to Attachment 1 – Draft Quotation Agreement – Goods.
5. The Contractor will complete and deliver to the Delivery Point each Good in accordance with the following schedule, unless this Agreement has been terminated sooner in accordance with its provisions.

<b>Backhoe Loader</b>	<u><b>Completion Date</b></u>	<u><b>Delivery Date</b></u>
	_____	_____

Timely delivery is of the essence and the Contractor will be responsible to ensure that such delivery is made, and will notify the Department Representative immediately in writing of any anticipated delays and the reasons therefor.

Goods will not be deemed or construed to be delivered until actually received by the City at the Delivery Point.

6. The Contractor will deliver the Goods to the Delivery Point free and clear of all liens and encumbrances. 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.

## **DELIVERY POINT**

7. The Contractor will take steps as required so that all the Goods are properly prepared for delivery and the Goods shall be delivered to City of Surrey, Fleet/Service Centre, Central Operations Works Yard, 6651 – 148th Street, Surrey, B.C., Canada (or such other location as referenced in the Purchase Order) between the hours of 8:00 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 “**Delivery Point**”). The Goods must be transported (not driven) to the Delivery Point. The City will not assume any liability for Goods delivered to an unauthorized location. The Contractor shall ensure the integrity of the Goods during transportation, handling and temporary storage. Due regard shall be given by the Contractor to protection from loss and pilferage, physical damage, and the effect of the elements and environmental conditions. Any loss, damage or repair cost resulting from delivery to the Delivery Point will be the Contractor’s sole responsibility.
8. The Contractor should notify the Department Representative not less than three (3) working days prior to expected delivery / arrival to permit inspection scheduling. The City will not assume any liability for vehicle delivered to an unauthorized location.
9. The Good should be inspected by the City to determine compliance with the specifications and/or to test its ability to perform its intended use.

## **MARKETABLE TITLE**

10. The Contractor warrants that it has or will at the time of the transfer of title, good and marketable title to the Goods, free and clear of all liens, restrictions, reservations, encumbrances or claims of any kind and that it will defend the City’s title to the Goods. 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.

## **TRANSFER OF TITLE**

11. Title and all other property rights in and to all tangible personal property, and in and to all parts of tangible personal property that are or are intended to be part of the Goods or are otherwise provided to the Delivery Point by or on behalf of the Contractor under this Agreement, including all consumables, products, materials, equipment, tools, supplies and other items, but not the risk of loss with respect to such tangible personal property, the risk of which will remain with the Contractor until such time as specified in Section 8, will pass to the City free and clear of all encumbrances at the time the Goods are delivered to the Delivery Point.

## **RISK OF LOSS**

12. Risk of loss with respect to the Goods will remain with the Contractor and will not transfer to the City unless and until the City accepts and takes possession and control of the Goods. No loss, injury or destruction of the Goods shall release Contractor from any obligations under this Agreement.

## STANDARD OF PERFORMANCE

13. The Contractor will supply and deliver the Goods and perform other services as described in this Agreement in accordance with:
  - (a) this Agreement;
  - (b) all applicable laws; and
  - (c) the standards, practices, methods and procedures to the best professional and commercial standard in the industry with respect to the design, manufacture, assembly and delivery of emergency vehicles similar to the Goods, conforming to all applicable laws and exercising that degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a qualified, skilled and experienced person engaged in a similar type of undertaking under the same or similar circumstances (“**Good Industry Practice**”).
14. If more than one standard, including governmental requirements, work practices and procedures, and specifications, applies to the supply and delivery of the Goods or the performance of other services as described in this Agreement, then the strictest of such will apply.

## PRE-PRODUCTION MEETING

15. If and when requested by the City, upon receipt of a Purchase Order from the City, and at a time and location designated by the City, the Contractor will hold a pre-production meeting. During this meeting, the Contractor will present the project team, and discuss any special provisions, the Contractor’s draft project approach and demonstrate an understanding of the Agreement. The Contractor will accept questions and feedback from the City and adjust the project approach and progress schedule accordingly. At this meeting the Contractor will present the Contractor’s draft Production Schedule, the warranty plan, quality assurance plan, preliminary test plan outline, and monthly progress report format. In addition, the Contractor will ensure that its authorized representatives for the pre-production meeting will include the Contractor’s applicable sales and engineering personnel. The meeting will be held during normal business hours, in Surrey, British Columbia, at a location, date and time agreed to by the parties.

## PRODUCTION SCHEDULE

16. The Contractor shall:
  - (a) commence the design, manufacturing and assembly of the Goods promptly following receipt of a Purchase Order;
  - (b) within ten (10) days after the pre-production meeting or receipt of a Purchase Order, prepare and submit to the City a horizontal bar chart final build schedule, including a critical path method satisfactory to the Department Representative, acting reasonably, indicating the timing (start and completion date of activities noting the first work day of each week) of all major activities of the design, manufacturing and assembly of the Goods, and providing details of the critical events and their inter-relationship to demonstrate the work will be performed in conformance with the Agreement (the “**Production Schedule**”);



- (c) update the Production Schedule to the satisfaction of Department Representative, acting reasonably, on no less than a monthly basis so as to incorporate any time adjustments as permitted under this Agreement or as otherwise agreed to in writing by the City;
- (d) pursue the design, manufacturing and assembly of the Goods diligently to ensure that each of the milestone events for the completion of each component of the design, manufacturing and assembly of the Goods as identified in the then current Production Schedule is achieved at or before the time specified in that Production Schedule; and
- (e) if for any reason the design, manufacturing and assembly of the Goods falls behind the schedule as set out in the then current Production Schedule and if, in accordance with this Agreement, the delay does not entitle the Contractor to an extension of time, then the Contractor will, as part of the supply and delivery of the Goods take all such steps as are required to bring the design, manufacturing and assembly of the Goods back into conformity with the then current Production Schedule.

Failure to comply with this Section will be deemed to be a default under this Agreement.

17. If in the reasonable opinion of the City, the actual progress of the design, manufacturing and assembly of the Goods does not conform with the then current Production Schedule, then the Contractor shall at its sole expense:
- (a) within ten (10) working days:
    - i. submit to the City a report satisfactory to the Department Representative, acting reasonably, identifying the reasons for such nonconformity with the then current Production Schedule and outlining the Contractor's plan to address such nonconformity;
    - ii. submit to the City for review a revised Production Schedule, which shall:
      - (A) be in accordance with Good Industry Practice; and
      - (B) satisfy the requirements of the Agreement.
  - (b) immediately upon acceptance by the City of such plan and revised Production Schedule, diligently pursue the plan so as to bring the design, manufacturing and assembly of the Goods into conformity with the revised Production Schedule.

## **SUBCONTRACTORS**

18. The City reserves the right to approve all subcontractors of the Contractor at any time.

## **SAFETY**

19. If this Agreement includes any inspection, installation or other work on the City's premises by the Contractor, or representative or subcontractor 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 supplier 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**

20. 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.

### **TEST AND INSPECTIONS**

21. The Contractor shall as part of the supply and delivery of the Goods perform, or cause to be performed all tests, inspections and approvals for the Goods (whether required by this Agreement, or by the Department Representative's instructions, or by applicable laws), and if a test, inspection or approval requires a representative sample of materials or workmanship the Contractor shall at the Contractor's own cost supply the labour and materials necessary to provide the sample.
22. If any portion of the work is designated for special tests, inspections of approvals (either as a requirement in this Agreement, or by the Department Representative's instructions, or by the laws or regulations applicable to the Goods), then:
  - (a) if the Department Representative is to perform or arrange for the test, inspection or approval, the Department Representative shall give the Contractor timely notice requesting such test, inspection or approval; and
  - (b) if other authorities are to perform the test, inspection or approval, the Contractor shall arrange for such test, inspection or approval and shall give the Department Representative timely notice of the date and time for such test, inspection or approval.
23. The Contractor will comply with any order or directions given by the Department Representative for inspection or testing that was not called for in the Agreement, and the following will apply:
  - (a) if such inspection or testing is required to be carried out in advance of the design, manufacturing or assembly of the Goods, then such inspection or testing will be a change to which Sections 42 through 45 apply;
  - (b) if such inspection or testing is required to be carried out on any design, manufacturing or assembly of the Goods that has been completed then:
    - i. if the inspection or testing determines that the design, manufacturing or assembly of the Goods is not in accordance with this Agreement, then the Contractor shall correct such design, manufacturing or assembly and pay all costs of the inspection or testing and all costs of the correction and the restoration; and

- ii. if the inspection or testing determines that the design, manufacturing or assembly of the Goods is in accordance with this Agreement, then the City shall pay all costs of the inspection or testing and all costs of the restoration.
- 24. If the Contractor disagrees with the results of any inspection or testing required in this Agreement or ordered by the Department Representative, then the Contractor may elect to carry out such further inspection or testing that the Department Representative agrees is acceptable for the purpose of determining whether the design, manufacturing or assembly of the Goods complies with this Agreement. If such further inspection or testing determines the design, manufacturing or assembly of the Goods is not in accordance with this Agreement, then the Contractor shall correct such the design, manufacturing or assembly of the Goods and pay all costs of the initial inspection or testing, all costs of the further inspection or testing, and all costs of the correction. If such further inspection or testing determines that the design, manufacturing or assembly of the Goods is in accordance with this Agreement, then the City shall pay all costs of the further inspection and testing.
- 25. If the Contractor covers or permits to be covered any part of the Goods that has been designated for special tests, inspections or approvals, before such special tests, inspections or approvals are made, given or completed, then the Department Representative may direct the Contractor to uncover such part, in order that the inspections or tests may be satisfactorily completed, and make good such part at the Contractor's own expense, and the Contractor shall comply with such direction.
- 26. The Department Representative will be entitled to observe all tests, inspections and approvals for the Goods, including factory or other tests performed at the Contractor's facility or at the facility of any subcontractor or supplier of the Contractor, and the Contractor will give written notice to the Department Representative of such tests, inspections and approvals for the Goods.
- 27. The Contractor shall promptly provide the Department Representative with two (2) copies of all certificates, inspection and testing reports required by the Agreement or ordered by the Department Representative.
- 28. The Contractor shall provide to the City written notice of delivery of the Goods not less than five (5) days prior to expected date of delivery of the Goods to the Delivery Point, to permit final inspection scheduling. An authorized representative of the Contractor shall supervise delivery to the City.

## **REJECTION OF GOODS**

- 29. Upon delivery of the Goods to the Delivery Point, the City shall have a reasonable time to inspect and to accept the Goods.
- 30. Despite transfer of title or the transfer of risk of loss, the City may reject Goods, or any component of the 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, or component of the Goods, as the case may be, whereupon the Goods will be held subject to the disposition by the Contractor. The rejected Goods, or component of the Goods, as the case may be, if the City has taken

possession and control of the Goods or such component, will be held by the City at the sole risk of the Contractor and the Contractor will promptly remove or cause to be removed the rejected Goods, or component of the Goods, as the case may be. The Contractor will be responsible for all costs of the removal and disposition of any rejected Goods, or component of the Goods, as the case may be. Any costs or expenses incurred by the City on account of any rejected Goods, or component of the Goods, as the case may be, will, upon written demand by the City, be immediately due and payable by the Contractor, and the City may set-off such costs and expenses against any payment owing by the City to the Contractor.

31. Promptly after receiving a notice of rejection, the Contractor will deliver to the Department Representative a plan in writing describing the steps the Contractor will take and implement to ensure that the Goods, or component of the Goods, as the case may be, that are in accordance with this Agreement, and describing any impacts on the Production Schedule. Such steps shall include any re-testing reasonably required to establish that the Goods, or component of the Goods, as the case may be, comply with the Agreement.
32. If in the opinion of the Department Representative it is not expedient to correct the rejected Goods, or component of the Goods, as the case may be, in accordance with the Agreement, then the Department Representative may direct that such Goods, or component of the Goods, as the case may be, remain with the City and the City may deduct from the monies otherwise due to the Contractor the difference in value to the City, considering the City's intended use of the Goods, or component of the Goods, as the case may be, between the work as performed and that required by the Agreement. The amount of such deduction will be determined in the first instance by the Department Representative. If such amount as determined by the Department Representative is not acceptable to the Contractor, then the parties shall make reasonable efforts to resolve the dispute by amicable negotiations and shall provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.

## **PURCHASE PRICE**

33. As payment for the performance of the Contractor's obligations under this Agreement, the City will pay to the Contractor, the sum of the prices set out in Schedule B – Form of Quotation (the "Purchase Price"), inclusive of GST and PST. Payment by the City of the Purchase Price will be full payment for the Goods and the Contractor will not be entitled to receive any additional payment from the City.
34. The Purchase Price will be the entire compensation owing to the Contractor for the complete performance of the Contractor's obligations under this Agreement and this compensation will cover and include all profit and all costs of supervision, labour, material, equipment, transportation and delivery, overhead, financing and all other costs and expenses whatsoever incurred by the Contractor in performing the supply and delivery of the Goods.
35. For greater certainty, costs of general management, non-technical supporting services, all insurance, import duties and taxes, brokerage, royalties, handling, general overhead, profit and all other charges are included in the Purchase Price.

36. The Purchase Price will be in Canadian funds, F.O.B. Destination, Freight Prepaid to the Delivery Point.
37. The Contractor shall be responsible for customs clearance and payment of any duties and/or taxes owing at the time of importation into Canada, as applicable.
38. [Intentionally left blank]

## **PAYMENT**

39. Subject to any contrary provisions set out in this Agreement:
  - (a) once the Goods are delivered and accepted by the City for each Purchase Order, or at such frequency as approved by the City, the Contractor shall submit a completed pre-delivery service checklist and an invoice to the City requesting payment relating to such Goods. Each invoice should be sent electronically to: [surreyinvoices@surrey.ca](mailto:surreyinvoices@surrey.ca) (or such email address as may be provided by the City from time to time) and include the following information:
    - (1) an invoice number;
    - (2) the Contractor's name, address and telephone number;
    - (3) City's Purchase Order Number(s) for the Goods;
    - (4) model and serial number(s) of the Goods;
    - (5) any applicable taxes payable, as separate line items;
    - (6) discounts; and
    - (7) grand total;
  - (b) if the City reasonably dispute any portion of an invoice the City will promptly advise the Contractor;
  - (c) City will pay the undisputed portion of an invoice, less any deductions for setoffs, deficiency holdbacks or any other holdbacks permitted by this Agreement, within 30 days of the receipt of the invoice;
  - (d) if the Contractor offers the City a discount for early payment, City may deduct such discount from the amount paid by City in full satisfaction of the invoice; and
  - (e) Unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of Canada.

## **DEFICIENCY HOLDBACK**

40. 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.

## **RIGHT OR SET-OFF**

41. The City may set-off, as against any amounts due to the Contractor, any amount owing from the Contractor to the City, including liquidated damages and other amounts as payable under this Agreement.

## **CHANGE ORDERS**

42. City may from time to time propose changes to the Contractor's scope by altering, adding to or deducting from the Contractor's scope including the Specifications, as the City in its sole discretion considers necessary to accomplish the general purposes of the Agreement, by issuing written notice to the Contractor of the proposed changes. The prices will be increased or decreased by written agreement of the City and the Contractor according to the prices (including any applicable discount(s) as set out in, and/or determined in accordance with, Schedule B – Form of Quotation. The Contractor may request changes to the specifications as set out in Specifications by submitting to the City written notice of the requested change referencing the reason for the change and including supporting documentation acceptable to City with respect to the requested changes.
43. The Contractor shall, within a reasonable time of receiving notice of a proposed change or at the time that it requests a change, present in a form acceptable to City, a method of adjustment or an amount of adjustment for the Purchase Price set out in Schedule B – Form of Quotation (whether a net increase, or net decrease), if any, and the adjustment in the then current Production Schedule, if any, for the proposed change.
44. If the City and the Contractor agree to any price adjustments and the then current Production Schedule, or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a written change order ("**Change Order**"), signed by City and the Contractor.
45. The Contractor shall furnish the services or deliverables in the Change Order in accordance with the requirements of the Agreement and any written provisions, specifications, or special instructions issued by the City with respect to the Change Order.
46. The Contractor shall not make any changes to the specifications without a Change Order. City may refuse to accept all or a part of the Goods if changes are made by the Contractor without a Change Order. City will not be responsible for costs incurred by the Contractor with respect to unauthorized changes.

## **DEFAULT AND TERMINATION**

47. If the Contractor does not deliver the Goods by the Delivery Date, or otherwise fails to comply with the requirements of this Agreement, then:
  - (a) 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.
- 48. 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.
- 49. 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.
- 50. 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.

## **DISPUTE RESOLUTION**

- 51. The parties will make reasonable efforts to resolve any dispute, claim, or controversy arising out of this agreement or related to this agreement ("**Dispute**") using the dispute resolution procedures set out in this Section.
  - (a) Negotiation. The parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.
  - (b) Mediation. If all or any portion of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may by notice to the other party refer the matter to mediation. Within 7 days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Surrey, British Columbia. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation.
  - (c) Litigation. If within 90 days of the request for mediation the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice commence litigation.

## **WARRANTIES AND INDEMNITIES**

- 52. 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 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.

53. 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.
54. 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.
55. 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.

#### **ASSIGNMENT OF WARRANTIES**

56. Without limiting the generality of Section 52, the Contractor shall assign to the City any warranty or service guarantee offered by a third party manufacturer, distributor, installer or supplier of the Goods. Nothing in this Section relieves the Contractor from any responsibilities under any of the warranty provisions in this Agreement.



## **ON-CALL SUPPORT AND ON-SITE SERVICE**

57. The Contractor shall, at its own expense, make available a competent engineering service representative(s) available on request to assist the City in the resolution of engineering or design problems that may arise during any applicable warranty period.
58. The Contractor shall be available to provide on-site service support, commencing on the date that the first of the Goods are delivered to the Delivery Point, and ending two (2) years after the last of the Goods are delivered to the Delivery Point.
59. Nothing in Section 57 or Section 58 relieves the Contractor from any responsibilities under any of the warranty provisions in this Agreement.

## **WARRANTY REPAIR OR REPLACEMENT**

60. On written notice from the City of any defects or latent defects discovered in the Goods (including in any materials or equipment forming part of the Goods) within any applicable warranty period, or other non-compliance covered by any warranty under this Agreement, given to the Contractor promptly following such defect of non-compliance becoming apparent, the Contractor will promptly, upon being given access to the affected Goods by City, commence to remedy such non-compliance, and any damage to the Goods and any other equipment or property resulting from the non-compliance, and will without delay proceed to complete the repair and remediation so the affected Goods are in compliance with this Agreement.
61. After completing the repair and remediation of the affected Goods the Contractor may apply to the Department Representative for acceptance of that repair and remediation. The Department Representative will, no later than 14 days after the receipt of such an application, inspect the repaired or remediated Goods and will, no later than a further seven days after the inspection, notify the Contractor in writing of the acceptance, or the reasons for refusal, of the application. If the application is refused, then the Contractor will address the reasons for refusal and may re-apply for acceptance of the repaired or remediated Goods. If for any reason the Department Representative fails, within 30 days of an application by the Contractor to accept or give reasons for the refusal of that application, the Department Representative will be deemed to have accepted that application.
62. If the repair or remediation of the affected Goods cannot promptly be commenced and/or completed by the Contractor because of an interruption or unavailability of access because of the occurrence of any emergency circumstances or the operational interests of the City, then the Contractor will use commercially reasonable efforts to recommend a temporary repair acceptable to the City and will carry out such a temporary repair in a timely manner and then complete the final repair promptly when full access is available. If the City for operational reasons delays providing access to the Contractor to complete the final repair, then additional costs of the final repair resulting from such delay will be a change to which Sections 42 through 45 apply.
63. If the Contractor reasonably determines that a temporary repair of the affected Goods is not possible or advisable in the circumstances, it will promptly advise the City, providing reasons and a recommendation as to whether the City can safely continue to use and

operate the affected Goods without material risk of incurring additional incremental loss, damage, cost or expense beyond that already suffered as a result of the non-compliance. If the City continues to use the affected Goods notwithstanding the Contractor's recommendation, then the Contractor will be relieved of all further warranty obligations to the extent of any incremental defects arising out of such continued use and operation of the affected Goods.

64. The Contractor will carry out all repair and remediation of the affected Goods, including any temporary repair accepted by the City, at its own cost and without any right to reimbursement by the City with respect to such costs. The Contractor will be responsible for all costs associated with such repairs and replacements and will indemnify and save harmless the Indemnitees from any resulting damages. Other Goods, components of Goods or property damaged due to the defects, or in repairing such defects, will also be restored by the Contractor in accordance with Sections 60 through 63, without additional payment by the City, to a state at least as good as prior to the removal of or damage to that other Goods or property due to the defects, or prior to the repair to such defects.
65. The Contractor shall be liability for all losses, damages, claims, costs or expenses incurred by the Indemnitees in connection with any defect, latent defect or non-compliance covered by any warranty under this Agreement. Notwithstanding the foregoing, the Contractor will not be liable for any losses, damages, claims, costs or expenses suffered as a result of the Contractor's inability to promptly commence and/or complete any repair or remediation of the affected Goods because of an unavailability or interruption of access, as provided above, not caused by any act, error or omission of the Contractor or any of its employees, agents, representatives or subcontractors, or any other person for whom the Contractor is legally responsible.
66. Nothing in Sections 60 through 65 will be interpreted as precluding the City from carrying out repair or remediation of the Goods as permitted under this Agreement.

#### **FLEET DEFECTS**

67. If any defect or latent defect discovered in the Goods, including in any materials or equipment incorporated into the Goods, or other non-compliance with this Agreement, is identified in respect of any of the Goods within the applicable warranty period, and if such defect, latent defect or noncompliance reasonably can be expected in respect of the other Goods (each a "**Fleet Defect**"), then the Contractor will remedy such Fleet Defect in respect of all the Goods to the satisfaction of the Department Representative, and Sections 61 through 66 will apply, whether or not the design, manufacture or assembly of those Goods has been completed, or has not yet begun, and whether or not such Fleet Defect is apparent in such other Goods, and whether or not the applicable warranty period with respect to such other Goods has expired, except to the extent that the Contractor can demonstrate to the satisfaction of the Department Representative acting reasonably that the Fleet Defect does not exist, and will not arise, in connection with the other Goods. Nothing in this Section will be interpreted as precluding the City from carrying out repair or remediation of the Goods as permitted under this Agreement.

## FAILURE TO REMEDY DEFECTS

68. If the Contractor fails to remedy any defect or damage within a reasonable time following notice thereof, then a date may be fixed by the Department Representative on or by which the defect or damage is to be remedied. The Contractor will be given reasonable written notice of this date. If the Contractor fails to remedy the defect or damage by such date and the remedial work was to be executed at the cost of the Contractor pursuant to this Agreement, then City may, at its option:
- (a) carry out the repair or remediation using the City's own forces or others, in a reasonable manner and at the Contractor's sole cost and risk. The Contractor will pay to the City, within 30 days after receipt of an invoice, the costs reasonably incurred by the City in remedying the defect or damage;
  - (b) require the Department Representative to determine a reasonable reduction in the Purchase Price; or
  - (c) if the defect or damage deprives the City of substantially the whole benefit of the Goods or any one of the Goods, terminate the Agreement as a whole, or in respect of those of the Goods which cannot be put to the intended use. Without prejudice to any of its other rights and remedies under this Agreement, the City will then be entitled to recover all sums paid for the Goods or for any one of the Goods (as the case may be), plus financing costs and the cost of dismantling such Goods and returning such Goods to the Contractor.
69. If the City performs any repair or remediation under Section 68, then:
- (a) the City shall perform the repair or remediation using parts specified by the Contractor specifically for such repair;
  - (b) the Contractor will supply and deliver to the City all parts required to warranty repairs by the City at no additional cost to the City. Such parts shall be shipped prepaid to the City from any source selected by the Contractor, without delay. Parts supplied by the Contractor shall be original equipment supplier (OEM) parts;
  - (c) notwithstanding Section 69(b), the City may, at its discretion and on notice to the Contractor, use Contractor-specified parts available from the City's own stock;
  - (d) the Contractor may request that damaged parts covered be returned by the City to the manufacturing plant, in accordance with the Contractor's written instructions and at the Contractor's cost;
  - (e) the Contractor shall, within sixty (60) days of receipt of an invoice from the City, reimburse the City for repairs or remediation carried out by the City as follows:
    - (i) if the City uses any Contractor-specified parts available from the City's own stock, the Contractor shall reimburse the City for the use of such parts at the current market price of such parts, plus applicable taxes and a 15% handling cost;
    - (ii) in respect of the City's labour costs, the amount shall be determined by multiplying the number of man-hours actually required by a City Certified Vehicle Technician to perform the repair or remediation at a straight time per hour shop rate which will include fringe benefits in effect at time the repair or remediation is performed; and

- (iii) the cost of towing the affected Goods to the City's usual repair facility, if required; and
- (f) monthly, or at times to be mutually agreed upon, reports of all repairs or remediation carried out by the City shall be submitted by the City to the Contractor, outlining the costs incurred by the City with respect to such repairs and remediation in the month, or such other period, as the case may be. The Contractor shall provide forms for these reports.

#### **WARRANTY FOR REPAIRED OR REPLACED GOODS**

70. The warranties set out in this Agreement will apply to all Goods or components of Goods repaired or replaced, whether or not such repair is performed by the Contractor, a third party authorized by the Contractor, or by City, and a new warranty period for such repaired or replaced Goods, or components of Goods, as the case may be, will commence from the date that the repair or replacement of such Goods, or components of Goods is accepted, and extend for the warranty time period indicated in Section 52.

#### **LIQUIDATED DAMAGES FOR UNAVAILABILITY OF GOODS AND SERVICES**

71. Without limiting any other remedy that the City may have under this Agreement or at law, if the Goods are not received by the Delivery Date, or due to any defect, latent defect, Fleet Defect, or due to any repairs or remediation required to the Goods as a result of defect, or due to any other non compliance with this Agreement:
- (a) any of the Goods are unavailable for service, then the Contractor shall pay the City the sum of minimum Five Hundred (\$500) Dollars for each calendar day that each of the Goods is unavailable for service; and
  - (b) any of the Goods are unavailable for service and the City, in its sole discretion, activates reserve equipment in order to maintain service, then the Contractor shall pay the City as liquidated damages the sum of One Thousand Five Hundred (\$1,500) Dollars for each calendar day that each such reserve equipment is activated.
72. The parties agree that the amounts described in Section 71 are liquidated damages and not a penalty, and reflect a genuine and reasonable pre-estimate of the costs which the City would incur should the specified circumstances arise. The Contractor hereby authorizes the City to deduct liquidated damages from any sums otherwise due to the Contractor under the Agreement. If the monies due to the Contractor are insufficient or no monies are due to the Contractor, the Contractor shall pay the City within thirty (30) calendar days after receipt of written demand by the City. The amounts specified herein are the City's sole remedy for the losses specifically described in Section 71.

#### **PARTS AVAILABILITY GUARANTEE**

73. The Contractor hereby guarantees to provide, within reasonable periods of time the spare parts, software and all equipment necessary to maintain and repair the Goods after the date of commissioning of the last of the Goods to be delivered. Parts shall be interchangeable with the original parts installed in the Goods and shall be manufactured in accordance with the quality assurance provisions of this Agreement. Prices shall not exceed the Contractor's then current published catalogue prices.

74. Where the parts ordered by the City are not received within two (2) business days of the Delivery Date and the Goods are out-of-service due to the lack of such parts, then the Contractor shall provide the City immediately upon the City's verbal or written request, the original suppliers' and/or manufacturers' parts numbers, company names, addresses, telephone numbers and contact persons names for all of the specific parts not received by City.
75. Where the Contractor fails to honour this parts guarantee or parts ordered by the City are not received within seven (7) days of the Delivery Date, then the Contractor shall provide to City within seven (7) days of the City's verbal or written request, the design and manufacturing documentation for those parts manufactured by the Contractor and the original suppliers' and or manufacturers' parts numbers, company names, address, telephone numbers and contact persons names for all of the specific parts not received by the City. The Contractor's design and manufacturing documentation provided to the City shall be for the City's sole use in regard to the Goods and for no other purpose.

#### **INTELLECTUAL PROPERTY WARRANTY**

76. 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.

#### **WAIVER**

77. 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**

78. 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**

79. Any notice, report or other document that either party may be required or may wish to give to the other should 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**

80. 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**

81. 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.

82. 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**

83. This Agreement may be executed in one or more counterparts all of which when taken together will constitute one and the same Agreement, and one or more of the counterparts may be delivered by fax transmission or as a pdf file.

**- END OF PAGE -**

**ENUREMENT**

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

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement on the day and year first written above.

**CITY OF SURREY**

by its authorized signatory:

\_\_\_\_\_  
**PRINT NAME AND POSITION OF AUTHORIZED SIGNATORY**

<<INSERT CONTRACTOR NAME>>

I/We have the authority to bind the Contractor:

\_\_\_\_\_  
**PRINT NAME AND POSITION OF AUTHORIZED SIGNATORY**

## **SCHEDULE A – SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES**

### **1. GENERAL DESCRIPTION**

It is the intent of this specification to provide for the purchase, and delivery of one (1) or more new and unused 2023 model year Backhoe/Loader. The unit quoted shall be the manufacturer's current production model that meets or exceeds the following minimum specifications. Only a standard production machine may be bid on these specifications and a supplier will not be permitted to modify his standard production unit in order to meet these specifications.

### **2. PREFERRED TECHNICAL SPECIFICATIONS**

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

Quotations will be accepted for consideration on any make or model that is equal or superior to the machine specified. Decisions of equivalency will be at the sole interpretation of the City's Engineering Department. A blanket statement that equipment proposed will meet all requirements will not be sufficient to establish equivalence. Original manufacturer's brochures of the proposed unit are to be submitted with the Quotation.

Contractor must be prepared to demonstrate a unit similar to the one proposed, if requested.

In addition to the supply and delivery of one (1) new and unused Backhoe/Loader, the Contractor will provide:

- Provision of a dealer warranty service and replacement parts at no cost to the City at a dealer preferably in the Surrey area; and
- Provision of post-delivery services and parts availability at a dealer, preferably in the Surrey Area

Quotations will be reviewed based upon the suitability of the Contractor's proposed solution in relation to the Schedule A-1 Preferred Technical Specifications.

As part of their Quotation, Contractors should submit Schedule B-1 (Preferred Technical Specifications Response Form) by completing the spreadsheet's fourth right-most columns.

### **3. QUALITY**

Truck and body shall be manufactured by a company with a registered quality standard no less than ISO 9001.



**4. MANUFACTURER'S WARRANTY**

The Contractor will be required to furnish a warranty by the manufacturer that the equipment is suitable for the service intended, in accordance with the specifications defined herein. The Contractor shall agree to replace and install without charge [including all labour], within the scope of the warranty, any defective part or any parts that are determined by the City not to be suitable for the service intended.

The warranty period will go into effect at the time the vehicle is placed into service by the City. Contractors are to include a complete warranty statement with their Quotation.

**5. OPTIONAL ITEMS**

The City of Surrey may choose, at its sole discretion, to add any or all of the optional items to this purchase. Contractor shall provide on a cover letter with a list of options and prices.

**- END OF PAGE -**

## SCHEDULE A-1 – PREFERRED TECHNICAL SPECIFICATIONS

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

The specification herein states the minimum requirements of the City of Surrey. All Quotations must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection.

For greater certainty, the requirements listed in Schedule A-1 Preferred Technical Specifications and Schedule B-1 Preferred Technical Specifications Response Form are identical. The only difference between the two Schedules is that Schedule B-1 contains three additional columns for the Contractor to enter information regarding its own Quotation.

<b>Preferred Specifications</b>
<b>A. MACHINE MAKE MODEL</b>
1. State make and model
2. The machine shall be the current model, and shall be 2023 model year, older models or demonstration machines are not acceptable. State year of backhoe.
3. Operating weight with full fuel tank, standard equipment including ROPS cab, 4N1 bucket, extend hoe with 24" bucket, including additional counterweight, will be stated in lbs. The machine operating weight to be no less than 19,500 lb
<b>B. ENGINE</b>
1. Four cylinder, turbocharged, isolation mounted diesel engine, should be designed and built by the machine manufacturer.
2. Engine shall be certified to EPA Tier 4 final emissions or better
3. State engine displacement
4. Engine will be rated net peak power should be no less than 110 hp
5. Engine should develop at least 335 lb-ft net torque at 1400 rpm
6. Engine daily check points will be accessible from ground level and shall be grouped in one location on the machine
7. Engine will have a serpentine belt with automatic belt tensioner reducing required maintenance.
8. Under-hood engine air cleaner will be dry type, dual element with evacuator valve, restriction sensor and in-cab warning light.
9. The backhoe should have an under-hood muffler with curved end exhaust stack-end black (not chrome) exhaust stack
10. The backhoe will have a tilt hood for easy engine access
11. Primary fuel filter shall have no more than 30-micron rated primary filter with water separator
12. Secondary fuel filter shall have no more than a 4-micron rated filter
13. Engine will be equipped with a water-in-fuel sensor
<b>C. COOLING</b>
1. Engine coolant should be rated to -40 degrees (-40C)
2. The backhoe will be equipped with an oil-to-water engine oil cooler
3. Unit will have a coolant recovery tank provided

<b>Preferred Specifications</b>
4. Unit will have an electronically-controlled, variable rate suction-type fan with guard for reduced HP draw, reduced fuel consumption and quieter operation
5. Foldout, hinged cooling system will allow for efficient clean out
6. The AC condenser will be swing-out for faster radiator clean-out. Remote mounted transmission and hydraulic coolers offer better air exchange and fewer stacked cores.
7. The hydraulic and transmission circuits will be water cooled
<b>D. POWER TRAIN</b>
1. The transmission shall be powershift type with torque converter; clutch free; fully synchronized with minimum four forward and three reverse speeds
2. The axle will be a powershift type mechanical, front wheel drive with traction control, limited slip differential with electric on/off control.
3. The axles will be sealed to protect against contamination.
4. 4WD can be engaged "on the go" by the way of an electric switch
5. Machine will automatically engage MFWD when brakes are applied for four-wheel braking
6. The driveshafts will have a factory installed full guards.
7. The transmission should be isolation mounted to the mainframe to minimize shock load stress
8. The rear axle will be 100% hydraulically locking.
9. The single electric Transmission Control Lever will have gear selection fully integrated in the lever
10. Transmission oil cooler will be provided as standard equipment
11. The backhoe shall have hydrostatic power steering with emergency manual mode
12. The machine will have a dial throttle that will allow the operator to road the machine on cruise control. Upon engagement of the brake pedal, the engine RPMs return to idle
13. The final drives will be heavy-duty outboard planetary distributing loads over four gears sealed in cooling oil bath
14. The front axle will have remote grease bank for front axle for easy access.
15. The rear axle bearings will be self-lubricating and shall not need to be greased
16. The service brakes should be in or out board, wet multiple disk, self adjusting, self equalizing and hydraulically actuated for a long and trouble free life, sealed from water, mud and dust contamination.
17. Brakes to be serviced without removing axles
18. The parking brake will be independent of service brakes, spring applied, hydraulically released, wet multi-disk and sealed from water, mud and dust contamination.
<b>E. HYDRAULIC SYSTEM</b>
1. Closed centre loader hydraulics
2. Hydraulic cooler will have an independent reservoir for continuous running of attachments at high ambient outside temperatures.
3. The hydraulic fittings shall have "O"-ring face seal connectors to secure a tight, leak-free seal
4. Hydraulic pump flow to be 42 gpm.
5. The hydraulic filter shall be no more than 7 micron and will be vertically mounted, spin on design for ease of installation and leak-free replacement.
6. Machine will be equipped with auto idle to lower rpm when hydraulics are not engaged

<b>Preferred Specifications</b>
7. Machine will be equipped with Economy Mode that can be activated, to provide the maximum productivity and maximum fuel efficiency in 1st & 2nd gears
8. An automatic bucket return-to-dig control will be standard
9. Hydraulic pump shall be an axial piston pump, pressure compensating, load sensing
10. Machine shall be supplied with piping and flat faced hydraulic quick couplers for connecting a hoe pack – hoe back to be easily controlled by the operator along with the hydraulic “Pin Grabber”
<b>F. ELECTRICAL</b>
1. The backhoe should be 12 volts negative earth with a minimum of a 160 amp alternator
2. Two 850 CCA batteries with remote jump start terminals
3. The machine will have blade type, multi-fused circuits
4. The starter should have a bypass start safety cover
5. Cab will be pre-wired for a LED rotating beacon light and 2-way radio-ready. The beacon will have its own power supply and be switched. That exact location of the beacon will be discussed with the successful Contractor. Preferred Whelen Mini Liberty II IT9AAAAP LED beacon (roof mounted) light head.
6. Unit shall be supplied with 10 LED driving/working lights, (4) front driving/working; (4) rear; (2) side lights. The front lights shall be adjustable. Halogen lights are not acceptable.
7. Unit will be equipped with a Telematics system that can provide fleet management, logistics and remote diagnostics capabilities. Provide information and ongoing cost of system.
8. Unit will be equipped with two front and two rear turn signal/flashing, two rear stop/tail lights and two rear reflectors. LED preferred
<b>G. CAB</b>
1. Unit shall be equipped with isolation mounted modular design ROPS/FOPS cab and molded roof
2. Access to the cab shall be from the right and left side with protected, wide, rigid, self-cleaning steps and ergonomically located hand-holds.
3. Coat hook, built in beverage holder, operator manual storage compartment, interior rearview mirror and two 12 volt outlets should be provided.
4. AM/FM/AUX player with bluetooth
5. Unit shall be equipped with illuminated electronic gauges with audible warning for: engine coolant temperature, transmission oil temperature and fuel level.
6. The monitor system shall have audible and visual warnings: engine air restriction, low voltage, engine oil pressure and temperature, hydraulic filter restriction, parking brake on/off, after treatment temperature, transmission oil temperature, fuel, hour meter and low brake pressure. The seat belt will have a digital warning.
7. Machine will be equipped with a Sealed Switch Module for easy location of controls on the right-hand console and increased durability
8. The monitor will have an English digital monitor for diagnostics (including diagnostic messages and fault code readings), and machine information.
9. Machine will be enabled with Machine Security, enabled through the monitor.

<b>Preferred Specifications</b>
10. Unit will have digital display for: engine rpm, engine hours, system voltage and hydraulic oil temperature.
11. The machine will have a cab air conditioner available from the factory.
12. Machine will have lockable storage inside of the cab
13. The seat will be suspension vinyl swivel, with fully adjustable armrests and lumbar support. A cloth suspension seat option if available can be offered,
14. 3" retractable seat belt shall be provided – not 2"
15. The machine shall have one internal mirror and two external mounted mirrors (one either side)
<b>H. GENERAL SPECIFICATIONS</b>
1. Vandal protection shall cover the instrument panel. Engine hood, toolbox, hydraulic reservoir, and fuel filler shall be lockable.
2. The hood will tilt forward for ease of service operations
3. An easy-to-read periodic maintenance and grease chart shall be posted at eye level prominently displayed on the frame.
4. Fuel tank capacity should be no less than 130 litres and shall be accessible from the ground.
5. Fluid levels should be easily checked by sight gauges, dipsticks, or overflow tank
6. The machine shall be supplied with a Groeneveld Twin 3 auto grease unit system to all grease points – provide separate pricing
7. Unit shall have four built-in vehicle tiedowns, two in front and two in rear for safe transport between jobs
8. The side plate thickness on the loader boom, backhoe boom and mainframe will be 4.5 mm or greater
9. Machine will be equipped with an exterior mounted, ground level accessed and lockable storage compartment
10. Optional, replaceable, bolt-on rubber bumpers will be available to protect the grille frame for severe loading applications – please include cost
11. The machine shall be supplied with Nokian TRI 2 tires in all positions, The tires may have to be supplied as a replacement to the manufacture's standard tires which the Contractor will need to include into their Quotation price. The Contractor will ensure tires meet the rolling circumference requires and meet the machine manufactures specifications gear ratio's.
<b>I. BACKHOE</b>
1. The backhoe with extendable dipper arm (retracted) will have a digging depth of 16 ft
2. Digging depth with extendable dipper stick extended will be no less than 20 ft.
3. Extendible dipper stick will extend no less than 48 inches
4. The boom lift capacity at 2 feet with extendable dipperstick retracted will be no less than 3,950 lb.
5. The boom lift capacity at full height with extendable dipperstick extended will be no less than 2,700 lb
6. There shall be a swing lock pin provided
7. The stabilizer valve will be two directional, anti-drift. 5 function flow with valve on backhoe.
8. The stabilizer should have reversible pads

<b>Preferred Specifications</b>
9. State backhoe boom design
10. Digging force with standard backhoe, bucket cylinder will be at least 15,500 lb
11. The backhoe shall be equipped with a rubber bumper/linkage style boom locks to keep the backhoe from vibrating on the swing frame
12. Unit will be equipped with two lever mechanical (ISO) backhoe controls.
13. The machine will be available with factory installed pilot backhoe controls with pattern-selection feature
14. The swing casting will have dual yokes: on top and on the bottom
15. Machine to be supplied with, 1- 42” clean up bucket, 1 – 24” digging bucket, c/w bolt-on cutting edge
16. All buckets will be hard surface welded
17. Buckets to come with provision for “Pin Grabber” quick coupler
18. The machine shall be supplied with hydraulically operated “Pin Grabber” quick coupler
19. The “Pin Grabber” shall have rated lifting hook with safety latch (G80 or similar) rated not less than the lifting capacity of the machine fixed to the pin grabber
<b>J. LOADER</b>
1. Lift Capacity with 4N1 bucket at full height will be at least 7,800 lbs
2. Dump Clearance with bucket at 45 deg. will be no less than 9 ft
3. Bucket breakout force with 4N1 bucket will be no less than 11,200 lbs
4. The loader shall have hydraulic self-leveling and bucket-level indicator.
5. The loader will have divergent loader arms for excellent visibility to the bucket
6. A single lever with integrated proportional electrohydraulic control of auxiliary loader operation will be available from the factory when machine is equipped with auxiliary hydraulics. Lever is also equipped with clutch disconnect, momentary MFWD and MFWD on/off.
7. The loader shall have a non-removable, hinged loader boom service lock.
8. The 4N1 bucket shall have bolt on cutting edges on the three edges that engage with the ground, with struck capacity of not less than 1.0yd <sup>3</sup>
9. Bucket will be hard surface welded
10. The bucket shall have three - 3 ton weld on lifting hooks with safety latches (G80) evenly spread on the top edge of the bucket
<b>K. WARRANTY</b>
1. Contractor to provide details on standard warranty coverage
2. Contractor to provide details and cost of extended machine warranty, including engine and emission systems
<b>L. SAFETY</b>
1. Machine shall be supplied with, <ul style="list-style-type: none"> <li>• 1- 2 lb fire extinguisher,</li> <li>• 1 – No. 1 first aid kit,</li> <li>• audible back up alarm 98 dbh,</li> </ul>

<b>Preferred Specifications</b>
<ul style="list-style-type: none"> <li>• Orange LED strobe light wired with its own switch and power supply, and slow moving vehicle triangle</li> </ul>
<b>M. MOTOR VEHICLE REGULATIONS</b>
<ol style="list-style-type: none"> <li>1. Backhoe must comply with government regulations and requirements which allow it to operate on roads and highways. <ul style="list-style-type: none"> <li>• Federal Government Motor Vehicle Standards</li> <li>• BC Motor Vehicle Act and Regulations</li> <li>• BC Workers' Compensation Board Regulations</li> <li>• BC Emissions Standards</li> </ul> </li> </ol>
<b>N. MISCELLANEOUS</b>
<ol style="list-style-type: none"> <li>1. 3 full sets of keys shall be provided</li> <li>2. Manufacturer's Certificate of Origin shall be provided</li> <li>3. The Contractor shall deliver the vehicles, registered, insured, and plated as per the City's insurance requirements through the City's insurance broker.</li> <li>4. One complete Service Manual will be provided</li> <li>5. One complete Parts Manual will be provided</li> <li>6. A complete parts list shall be provided for, belts, filters, and hoses</li> <li>7. Fluid capacities in litres, and oil types (specifications)</li> </ol>
<b>O. VENDOR INFORMATION</b>
<ol style="list-style-type: none"> <li>1. The vendor shall provide details of the location of their service and parts facility</li> <li>2. The vendor shall provide details on the size/number of repair/service bays at their facility</li> <li>3. The vendor shall supply the number of qualified red seal heavy duty mechanics with the experience to repair and maintain the equipment being offered in this document</li> <li>4. The vendor shall provide details of the number backhoes as quoted in the RFQ currently operating in the lower mainland, and the number currently operated by Municipalities.</li> <li>5. The vendor shall provide details of the number of spare part items (SKU's) on hand and the value of parts for the machine(s) quoted in this RFQ</li> <li>6. The vendor shall provide details of the location of parts locations that they can draw from in BC, Canada and the US, if parts are not available from their local parts location</li> <li>7. The vendor shall provide three references from municipalities who are currently operating equipment quoted in this document</li> </ol>



**SCHEDULE B – FORM OF QUOTATION**

**RFQ Title: Supply and Delivery of One or More Backhoe Loaders**

**RFQ No.: 1220-040-2023-008**

**CONTRACTOR**

**Legal Name:** \_\_\_\_\_

**Contact Person and Title:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

**Business Telephone:** \_\_\_\_\_

**Business Fax:** \_\_\_\_\_

**Business E-Mail Address:** \_\_\_\_\_

TO:

**CITY OF SURREY**

City Representative: Sunny Kaila, Manager, Procurement Services

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

1. If this offer is accepted by the City, such offer and acceptance will create a contract as described in:
  - (a) the RFQ;
  - (b) the specifications of Goods set out above and in Schedule A;
  - (c) the General Terms and Conditions; and
  - (d) this Quotation; and
  - (e) other terms, if any, that are agreed to by the parties in writing.
  
2. Capitalized terms used and not defined in this Quotation will have the meanings given to them in the RFQ. Except as specifically modified by this Quotation, all terms, conditions, representations, warranties and covenants as set out in the RFQ will remain in full force and effect.
  
3. I/We have reviewed the RFQ Attachment 1 – Draft Quotation Agreement - Goods. If requested by the City, I/we would be prepared to enter into that Agreement, amended by the following departures (list, if any):

<b>Section</b>	<b>Requested Departure(s) / Alternative(s)</b>
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**Please State Reason For Departure(s):**

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**Changes and Additions to Specifications:**

4. In addition to the warranties provided in Attachment 1 – Quotation Agreement - Goods, this Quotation includes the following warranties:

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5. I/We have reviewed the RFQ Attachment 1 – Quotation Agreement - Goods, Schedule A – Specifications of Goods. If requested by the City, I/we would be prepared to meet those requirements, amended by the following departures (list, if any):

<b>Section</b>	<b>Requested Departure(s) / Alternative(s) / Additions</b>
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**Please State Reason For Departure(s):**

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**Fees and Payments**

6. Contractors are encouraged to submit pricing based on the most recently available model year. The City will allow pricing adjustments based on price changes from the manufacturer. The Contractor will be expected to provide factory invoices to justify increases.

As part of their Quotation, Contractors should submit Schedule B-1 – Preferred Technical Specifications Response Form by completing the spreadsheet’s third right-most columns.

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

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

7.2. Pricing (all costs to meet the preferred specifications and shall be included in the following delivered prices):

<b>F.O.B.</b> Destination	<b>Payment Terms:</b> A cash discount of ____% will be allowed if invoices are paid within ____ days, or the ____ day of the month following, or net 30 days, on a best effort basis.		<b>Ship Via:</b> Freight Prepaid
<b>Item</b>	<b>Item Name (Description and Specifications)</b>	<b>Quantity</b>	<b>Unit Price (CDN \$)</b>
1.	Rubber Tired 4WD Backhoe/Loader	1	\$
2	Auto Grease Unit		\$
<b>CURRENCY: All Pricing in Canadian Dollars</b>		Subtotal:	\$
		GST (5%):	\$
		PST (7%):	\$
		<b>Total Price:</b>	\$
<b><i>Pricing is firm until (state date):</i></b>			

7.3. The completed unit shall be delivered within \_\_\_\_\_ days after receipt of Purchase Order.

7.4. Manufacturer's Warranty, State Warranty: \_\_\_\_\_

7.5. Warranty repairs shall be performed at: \_\_\_\_\_

7.6. In addition to the warranties provided in the Draft Quotation Agreement, this Quotation includes the following warranties:

\_\_\_\_\_

\_\_\_\_\_

7.7. Please provide details and costs of available options available for this unit (add additional pages as needed):

\_\_\_\_\_

\_\_\_\_\_

**Time Schedule:**

8. Contractors should provide an estimated schedule, with major item descriptions and times indicating a commitment to provide the Goods and perform the Services within the time specified (use the spaces provided and/or attach additional pages, if necessary). Staggered delivery of units is acceptable permitted that Contractors approximate the quantity, and year and quarter the units are anticipated to be delivered in.

MILESTONE DATES \_\_\_\_\_

ACTIVITY	SCHEDULE IN _____									
	1	2	3	4	5	6	7	8	9	10

**Experience, Reputation and Resources:**

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

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10. Contractor's references (name and telephone number) (use the spaces provided and/or attach additional pages, if necessary). The City's preference is to have a minimum of three references. Previous clients of the Contractor may be contacted at the City's discretion.

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11. Contractors should identify and provide the background and experience of all key personnel proposed to provide the Goods and Services (use the spaces provided and/or attach additional pages, if necessary):

**Key Personnel**

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

Experience: \_\_\_\_\_

Dates: \_\_\_\_\_

Project Name: \_\_\_\_\_

Responsibility: \_\_\_\_\_

12. Contractors should identify and provide the background and experience of all sub-contractors and material suppliers proposed to undertake a portion of the Goods and Services (use the spaces provided and/or attach additional pages, if necessary):

<i>Description of Goods &amp; Services</i>	<i>Sub-Contractors &amp; Material Suppliers Names</i>	<i>Years of Working with Contractor</i>	<i>Telephone Number and Email</i>

13. I/We the undersigned duly authorized representatives of the Contractor, having received and carefully reviewed the RFQ including without limitation the draft Agreement submit this Quotation in response to the RFQ.

**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)

**SCHEDULE B-1 – PREFERRED TECHNICAL SPECIFICATIONS RESPONSE FORM**

The specification herein states the preferred requirements of the City of Surrey. All Quotations shall be regular in every respect. Unauthorized conditions, limitations, or provisions may be cause for rejection. The City of Surrey will, at its discretion, consider as "irregular" or "non-responsive" any Quotation not prepared and submitted in accordance with the RFQ document and specification, or any Quotation lacking sufficient technical literature to enable the City to make a reasonable determination of compliance to the specification.

It shall be the Contractor's responsibility to carefully examine each item of the specification. Failure to offer a completed Quotation or failure to respond to each section of the technical specification may cause the Quotation to be rejected without review as "non-responsive". All variances, exceptions and/or deviations from the preferred specification shall be fully described in the appropriate section.

Note: Contractors are directed to list complete manufacturers' details of model proposed in the right-side column under manufacturers' specifications.

<b>Preferred Specifications</b>	<b>Yes (Circle)</b>	<b>No (Circle)</b>	<b>Manufacturers' Specifications of Equipment Offered. Contractor to indicate compliance or deviation with specifications below.</b>
<b>A. MACHINE MAKE MODEL</b>			
1. State make and model	Y	N	
2. The machine shall be the current model, and shall be 2023 model year, older models or demonstration machines are not acceptable. State year of backhoe.	Y	N	
3. Operating weight with full fuel tank, standard equipment including ROPS cab, 4N1 bucket, extend hoe with 24" bucket, including additional counterweight, will be stated in lbs. The machine operating weight to be no less than 19,500 lb	Y	N	
<b>B. ENGINE</b>			
1. Four cylinder, turbocharged, isolation mounted diesel engine, should be designed and built by the machine manufacturer.	Y	N	
2. Engine shall be certified to EPA Tier 4 final emissions or better	Y	N	
3. State engine displacement	Y	N	

Preferred Specifications	Yes (Circle)	No (Circle)	Manufacturers' Specifications of Equipment Offered. Contractor to indicate compliance or deviation with specifications below.
4. Engine will be rated net peak power should be no less than 110 hp	Y	N	
5. Engine should develop at least 335 lb-ft net torque at 1400 rpm	Y	N	
6. Engine daily check points will be accessible from ground level and shall be grouped in one location on the machine	Y	N	
7. Engine will have a serpentine belt with automatic belt tensioner reducing required maintenance.	Y	N	
8. Under-hood engine air cleaner will be dry type, dual element with evacuator valve, restriction sensor and in-cab warning light.	Y	N	
9. The backhoe should have an under-hood muffler with curved end exhaust stack-end black (not chrome) exhaust stack	Y	N	
10. The backhoe will have a tilt hood for easy engine access	Y	N	
11. Primary fuel filter shall have no more than 30-micron rated primary filter with water separator	Y	N	
12. Secondary fuel filter shall have no more than a 4-micron rated filter	Y	N	
13. Engine will be equipped with a water-in-fuel sensor	Y	N	
<b>C. COOLING</b>			
1. Engine coolant should be rated to -40 degrees (-40C)	Y	N	
2. The backhoe will be equipped with an oil-to-water engine oil cooler	Y	N	
3. Unit will have a coolant recovery tank provided	Y	N	
4. Unit will have an electronically-controlled, variable rate suction-type fan with guard for reduced HP draw, reduced fuel consumption and quieter operation	Y	N	

Preferred Specifications	Yes (Circle)	No (Circle)	Manufacturers' Specifications of Equipment Offered. Contractor to indicate compliance or deviation with specifications below.
5. Foldout, hinged cooling system will allow for efficient clean out	Y	N	
6. The AC condenser will be swing-out for faster radiator clean-out. Remote mounted transmission and hydraulic coolers offer better air exchange and fewer stacked cores.	Y	N	
7. The hydraulic and transmission circuits will be water cooled	Y	N	
<b>D. POWER TRAIN</b>			
1. The transmission shall be powershift type with torque converter; clutch free; fully synchronized with minimum four forward and three reverse speeds	Y	N	
2. The axle will be a powershift type mechanical, front wheel drive with traction control, limited slip differential with electric on/off control.	Y	N	
3. The axles will be sealed to protect against contamination.	Y	N	
4. 4WD can be engaged "on the go" by the way of an electric switch	Y	N	
5. Machine will automatically engage MFWD when brakes are applied for four-wheel braking	Y	N	
6. The driveshafts will have a factory installed full guards.	Y	N	
7. The transmission should be isolation mounted to the mainframe to minimize shock load stress	Y	N	
8. The rear axle will be 100% hydraulically locking.	Y	N	
9. The single electric Transmission Control Lever will have gear selection fully integrated in the lever	Y	N	
10. Transmission oil cooler will be provided as standard equipment	Y	N	

Preferred Specifications	Yes (Circle)	No (Circle)	Manufacturers' Specifications of Equipment Offered. Contractor to indicate compliance or deviation with specifications below.
11. The backhoe shall have hydrostatic power steering with emergency manual mode	Y	N	
12. The machine will have a dial throttle that will allow the operator to road the machine on cruise control. Upon engagement of the brake pedal, the engine RPMs return to idle	Y	N	
13. The final drives will be heavy-duty outboard planetary distributing loads over four gears sealed in cooling oil bath	Y	N	
14. The front axle will have remote grease bank for front axle for easy access.	Y	N	
15. The rear axle bearings will be self-lubricating and shall not need to be greased	Y	N	
16. The service brakes shouldl be in or out board, wet multiple disk, self adjusting, self equalizing and hydraulically actuated for a long and trouble free life, sealed from water, mud and dust contamination.	Y	N	
17. Brakes to be serviced without removing axles	Y	N	
18. The parking brake will be independent of service brakes, spring applied, hydraulically released, wet multi-disk and sealed from water, mud and dust contamination.	Y	N	
<b>E. HYDRAULIC SYSTEM</b>			
1. Closed centre loader hydraulics	Y	N	
2. Hydraulic cooler will have an independent reservoir for continuous running of attachments at high ambient outside temperatures.	Y	N	



Preferred Specifications	Yes (Circle)	No (Circle)	Manufacturers' Specifications of Equipment Offered. Contractor to indicate compliance or deviation with specifications below.
3. The hydraulic fittings shall have "O"-ring face seal connectors to secure a tight, leak-free seal	Y	N	
4. Hydraulic pump flow to be 42 gpm.	Y	N	
5. The hydraulic filter shall be no more than 7 micron and will be vertically mounted, spin on design for ease of installation and leak-free replacement.	Y	N	
6. Machine will be equipped with auto idle to lower rpm when hydraulics are not engaged	Y	N	
7. Machine will be equipped with Economy Mode that can be activated, to provide the maximum productivity and maximum fuel efficiency in 1st & 2nd gears	Y	N	
8. An automatic bucket return-to-dig control will be standard	Y	N	
9. Hydraulic pump shall be an axial piston pump, pressure compensating, load sensing	Y	N	
10. Machine shall be supplied with piping and flat faced hydraulic quick couplers for connecting a hoe pack – hoe back to be easily controlled by the operator along with the hydraulic "Pin Grabber"	Y	N	
<b>F. ELECTRICAL</b>			
1. The backhoe should be 12 volts negative earth with a minimum of a 160 amp alternator	Y	N	
2. Two 850 CCA batteries with remote jump start terminals	Y	N	
3. The machine will have blade type, multi-fused circuits	Y	N	
4. The starter should have a bypass start safety cover	Y	N	
5. Cab will be pre-wired for a LED rotating beacon light and 2-way	Y	N	

Preferred Specifications	Yes (Circle)	No (Circle)	Manufacturers' Specifications of Equipment Offered. Contractor to indicate compliance or deviation with specifications below.
radio-ready. The beacon will have its own power supply and be switched. That exact location of the beacon will be discussed with the successful Contractor. Preferred Whelen Mini Liberty II IT9AAAAP LED beacon (roof mounted) light head.			
6. Unit shall be supplied with 10 LED driving/working lights, (4) front driving/working; (4) rear; (2) side lights. The front lights shall be adjustable. Halogen lights are not acceptable.	Y	N	
7. Unit will be equipped with a Telematics system that can provide fleet management, logistics and remote diagnostics capabilities. Provide information and ongoing cost of system.	Y	N	
8. Unit will be equipped with two front and two rear turn signal/flashing, two rear stop/tail lights and two rear reflectors. LED preferred	Y	N	
<b>G. CAB</b>			
1. Unit shall be equipped with isolation mounted modular design ROPS/FOPS cab and molded roof	Y	N	
2. Access to the cab shall be from the right and left side with protected, wide, rigid, self-cleaning steps and ergonomically located hand-holds.	Y	N	
3. Coat hook, built in beverage holder, operator manual storage compartment, interior rearview mirror and two 12 volt outlets should be provided.	Y	N	
4. AM/FM/AUX player with bluetooth	Y	N	
5. Unit shall be equipped with illuminated electronic gauges with	Y	N	

Preferred Specifications	Yes (Circle)	No (Circle)	Manufacturers' Specifications of Equipment Offered. Contractor to indicate compliance or deviation with specifications below.
audible warning for: engine coolant temperature, transmission oil temperature and fuel level.			
6. The monitor system shall have audible and visual warnings: engine air restriction, low voltage, engine oil pressure and temperature, hydraulic filter restriction, parking brake on/off, after treatment temperature, transmission oil temperature, fuel, hour meter and low brake pressure. The seat belt will have a digital warning.	Y	N	
7. Machine will be equipped with a Sealed Switch Module for easy location of controls on the right-hand console and increased durability	Y	N	
8. The monitor will have an English digital monitor for diagnostics (including diagnostic messages and fault code readings), and machine information.	Y	N	
9. Machine will be enabled with Machine Security, enabled through the monitor.	Y	N	
10. Unit will have digital display for: engine rpm, engine hours, system voltage and hydraulic oil temperature.	Y	N	
11. The machine will have a cab air conditioner available from the factory.	Y	N	
12. Machine will have lockable storage inside of the cab	Y	N	
13. The seat will be suspension vinyl swivel, with fully adjustable armrests and lumbar support. A cloth suspension seat option if available can be offered,	Y	N	

Preferred Specifications	Yes (Circle)	No (Circle)	Manufacturers' Specifications of Equipment Offered. Contractor to indicate compliance or deviation with specifications below.
14. 3" retractable seat belt shall be provided – not 2"	Y	N	
15. The machine shall have one internal mirror and two external mounted mirrors (one either side)	Y	N	
<b>H. GENERAL SPECIFICATIONS</b>			
1. Vandal protection shall cover the instrument panel. Engine hood, toolbox, hydraulic reservoir, and fuel filler shall be lockable.	Y	N	
2. The hood will tilt forward for ease of service operations	Y	N	
3. An easy-to-read periodic maintenance and grease chart shall be posted at eye level prominently displayed on the frame.	Y	N	
4. Fuel tank capacity should be no less than 130 litres and shall be accessible from the ground.	Y	N	
5. Fluid levels should be easily checked by sight gauges, dipsticks, or overflow tank	Y	N	
6. The machine shall be supplied with a Groeneveld Twin 3 auto grease unit system to all grease points – provide separate pricing	Y	N	
7. Unit shall have four built-in vehicle tiedowns, two in front and two in rear for safe transport between jobs	Y	N	
8. The side plate thickness on the loader boom, backhoe boom and mainframe will be 4.5 mm or greater	Y	N	
9. Machine will be equipped with an exterior mounted, ground level accessed and lockable storage compartment	Y	N	
10. Optional, replaceable, bolt-on rubber bumpers will be available to protect the grille frame for severe loading applications – please include cost	Y	N	

Preferred Specifications	Yes (Circle)	No (Circle)	Manufacturers' Specifications of Equipment Offered. Contractor to indicate compliance or deviation with specifications below.
11. The machine shall be supplied with Nokian TRI 2 tires in all positions, The tires may have to be supplied as a replacement to the manufacture's standard tires which the Contractor will need to include into their Quotation price. The Contractor will ensure tires meet the rolling circumference requires and meet the machine manufactures specifications gear ratio's.	Y	N	
<b>I. BACKHOE</b>			
1. The backhoe with extendable dipper arm (retracted) will have a digging depth of 16 ft	Y	N	
2. Digging depth with extendable dipper stick extended will be no less than 20 ft.	Y	N	
3. Extendible dipper stick will extend no less than 48 inches	Y	N	
4. The boom lift capacity at 2 feet with extendable dipperstick retracted will be no less than 3,950 lb.	Y	N	
5. The boom lift capacity at full height with extendable dipperstick extended will be no less than 2,700 lb	Y	N	
6. There shall be a swing lock pin provided	Y	N	
7. The stabilizer valve will be two directional, anti-drift. 5 function flow with valve on backhoe.	Y	N	
8. The stabilizer should have reversible pads	Y	N	
9. State backhoe boom design	Y	N	
10. Digging force with standard backhoe, bucket cylinder will be at least 15,500 lb	Y	N	

Preferred Specifications	Yes (Circle)	No (Circle)	Manufacturers' Specifications of Equipment Offered. Contractor to indicate compliance or deviation with specifications below.
11. The backhoe shall be equipped with a rubber bumper/linkage style boom locks to keep the backhoe from vibrating on the swing frame	Y	N	
12. Unit will be equipped with two lever mechanical (ISO) backhoe controls.	Y	N	
13. The machine will be available with factory installed pilot backhoe controls with pattern-selection feature	Y	N	
14. The swing casting will have dual yokes: on top and on the bottom	Y	N	
15. Machine to be supplied with, 1- 42" clean up bucket, 1 – 24" digging bucket, c/w bolt-on cutting edge	Y	N	
16. All buckets will be hard surface welded	Y	N	
17. Buckets to come with provision for "Pin Grabber" quick coupler	Y	N	
18. The machine shall be supplied with hydraulically operated "Pin Grabber" quick coupler	Y	N	
19. The "Pin Grabber" shall have rated lifting hook with safety latch (G80 or similar) rated not less than the lifting capacity of the machine fixed to the pin grabber	Y	N	
<b>J. LOADER</b>			
1. Lift Capacity with 4N1 bucket at full height will be at least 7,800 lbs	Y	N	
2. Dump Clearance with bucket at 45 deg. will be no less than 9 ft	Y	N	
3. Bucket breakout force with 4N1 bucket will be no less than 11,200 lbs	Y	N	
4. The loader shall have hydraulic self-leveling and bucket-level indicator.	Y	N	
5. The loader will have divergent loader arms for excellent visibility to the bucket	Y	N	

Preferred Specifications	Yes (Circle)	No (Circle)	Manufacturers' Specifications of Equipment Offered. Contractor to indicate compliance or deviation with specifications below.
6. A single lever with integrated proportional electrohydraulic control of auxiliary loader operation will be available from the factory when machine is equipped with auxiliary hydraulics. Lever is also equipped with clutch disconnect, momentary MFWD and MFWD on/off.	Y	N	
7. The loader shall have a non-removable, hinged loader boom service lock.	Y	N	
8. The 4N1 bucket shall have bolt on cutting edges on the three edges that engage with the ground, with struck capacity of not less than 1.0yd <sup>3</sup>	Y	N	
9. Bucket will be hard surface welded	Y	N	
10. The bucket shall have three - 3 ton weld on lifting hooks with safety latches (G80) evenly spread on the top edge of the bucket	Y	N	
<b>K. Warranty</b>			
1. Contractor to provide details on standard warranty coverage	Y	N	
2. Contractor to provide details and cost of extended machine warranty, including engine and emission systems	Y	N	
<b>L. Safety</b>			
1. Machine shall be supplied with, <ul style="list-style-type: none"> <li>• 1- 2 lb fire extinguisher,</li> <li>• 1 – No. 1 first aid kit,</li> <li>• audible back up alarm 98 dbh,</li> <li>• Orange LED strobe light wired with its own switch and power supply, and slow moving vehicle triangle</li> </ul>	Y	N	
<b>M. MOTOR VEHICLE REGULATIONS</b>			

Preferred Specifications	Yes (Circle)	No (Circle)	Manufacturers' Specifications of Equipment Offered. Contractor to indicate compliance or deviation with specifications below.
1. Backhoe must comply with government regulations and requirements which allow it to operate on roads and highways. <ul style="list-style-type: none"> <li>• Federal Government Motor Vehicle Standards</li> <li>• BC Motor Vehicle Act and Regulations</li> <li>• BC Workers' Compensation Board Regulations</li> <li>• BC Emissions Standards</li> </ul>	Y	N	
<b>N. MISCELLANEOUS</b>			
1. 3 full sets of keys shall be provided	Y	N	
2. Manufacturer's Certificate of Origin shall be provided	Y	N	
3. The Contractor shall deliver the vehicles, registered, insured, and plated as per the City's insurance requirements through the City's insurance broker.	Y	N	
4. One complete Service Manual will be provided	Y	N	
5. One complete Parts Manual will be provided	Y	N	
6. A complete parts list shall be provided for, belts, filters, and hoses	Y	N	
7. Fluid capacities in litres, and oil types (specifications)	Y	N	
<b>O. VENDOR INFORMATION</b>			
1. The vendor shall provide details of the location of their service and parts facility	Y	N	
2. The vendor shall provide details on the size/number of repair/service bays at their facility	Y	N	
3. The vendor shall supply the number of qualified red seal heavy duty mechanics with the experience to repair and maintain the equipment being offered in this document	Y	N	



Preferred Specifications	Yes (Circle)	No (Circle)	Manufacturers' Specifications of Equipment Offered. Contractor to indicate compliance or deviation with specifications below.
4. The vendor shall provide details of the number backhoes as quoted in the RFQ currently operating in the lower mainland, and the number currently operated by Municipalities.	Y	N	
5. The vendor shall provide details of the number of spare part items (SKU's) on hand and the value of parts for the machine(s) quoted in this RFQ	Y	N	
6. The vendor shall provide details of the location of parts locations that they can draw from in BC, Canada and the US, if parts are not available from their local parts location	Y	N	
7. The vendor shall provide three references from municipalities who are currently operating equipment quoted in this document	Y	N	