



## **REQUEST FOR QUOTATIONS**

**Title:** Supply and Delivery of Two (2) [More or Less] Heavy Duty Triple Combination Pumper and/or Rescue Trucks

**Reference No.:** 1220-040-2023-062

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

(General Services)

Issue Date: September 13<sup>th</sup>, 2023

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## REQUEST FOR QUOTATIONS

### 1. INTRODUCTION

The City of Surrey (the “City”) invites Quotations for the supply and delivery of two (2) [more or less] Heavy Duty Triple Combination Pumper and/or Rescue apparatuses as described in Schedule A – Specifications of Goods to Attachment 1 – Agreement – Goods (the “Goods”), including the performance of the warranty obligations as described in the Agreement, which include: a two-year bumper-to-bumper warranty, a lifetime frame warranty, a 10 year 100,000 mile structural warranty, a 10 year stainless steel plumbing warranty, a 10 year paint and corrosion warranty and warranty repair for defects, latent defects and non-compliances, and “fleet defects”.

This request for quotations (the “RFQ”) is for an Agreement for the supply and delivery of **two (2) [more or less]** Heavy Duty Triple Combination Pumper and/or Rescue apparatuses (the “Goods”) for the purpose of fire fighting in an urban environment and providing emergency and rescue response services. Details of the City’s functional and technical requirements to which this RFQ relates to are set out in Schedule A – Specifications of Goods (Parts I & II) to Attachment 1 – Agreement – Goods. This Schedule A – Specifications of Goods includes the City’s minimum preferred specifications specific to this RFQ. Contractors should offer an apparatus that best meets the specifications. Additionally, Contractors are encouraged to provide details where the apparatus offered comes with additional features that may be of interest to the City.

This RFQ applies to and governs the preparation of Quotations in response to the RFQ.

### 2. INTERPRETATION

In this RFQ:

- (a) words importing the singular include the plural, and vice versa;
- (b) the word “including” is deemed to be followed by “without limitation”;
- (c) capitalized terms used but not defined in this RFQ, but are defined in other documents referred to in this RFQ, have the meanings assigned to such terms in such applicable documents unless the context requires otherwise; and
- (d) notwithstanding any other provision in the other documents referred to in this RFQ, no term or condition will be implied into this RFQ based on any practice or custom, including any practice or custom in the emergency vehicle supply, assembly or delivery industries, or in any procedures or guidelines recommended for use with respect to such industries.

### 3. ELIGIBLE PARTIES

Quotations (each a “Quotation”) in response to this RFQ will only be considered from authorized manufacturers or dealers of the Goods (each, a “Contractor”).

#### 4. 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.

#### 5. DATE

The City would prefer to receive Quotations on or before **October 31<sup>st</sup>, 2023** (the "Date").

#### 6. 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: 1220-040-2023-062

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.

#### 7. 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.

## 8. FORM OF QUOTATION

- (a) A Quotation should be labelled with the Contractor's full legal name, RFQ title and number.
- (b) To facilitate the evaluation of Quotations, a Quotation should be submitted in the form attached to this RFQ as Schedule B – Quotation, including with respect to section numbering. All parts, pages, figures, and tables set out in a Quotation should be numbered and labeled clearly.
- (c) 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.
- (d) A Contractor should include in its Quotation a full response for each form:
  - Schedule B-1 – Technical and Functional Specifications / Requirements Matrix response Form worksheets
- (e) Bonding Verification – confirmation from the Contractor's bonding company confirming the surety's willingness to provide a 50% Performance Bond and a 50% Labour and Material Payment Bond for the Contractor.
- (f) Health Safety and Environment Policy(ies) – should submit a copy of your firm's Health, Safety and Environment Policy.
- (g) Quality Assurance and Quality Control – should submit a copy of your firm's Quality Assurance and Quality Control procedures and details.
- (h) The description of the Goods as described in Schedule A – Specifications of Goods to Attachment 1 – Agreement – Goods sets out the preferred minimum requirements of the City. Without limiting the generality of the foregoing, a Contractor should prepare a Quotation that meets the preferred minimum requirements, and may as it may choose, in addition, also include goods, or terms that exceed the minimum requirements.

## 9. 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.

## **10. 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.

## **11. CONTRACTOR'S REPRESENTATIONS**

By submitting a Quotation, a Contractor represents that it has the expertise, qualifications, resources, and relevant experience to supply and deliver the Goods and to perform the warranty obligations as described in the Attachment 1 – Agreement – Goods.

Any entity submitting a Quotation represents, warrants and guarantees that it is either an authorized dealer of the manufacturer proposed and that the manufacturer has agreed to

supply the entity with the Goods in fulfillment of the obligations of the Contractor as set out in Attachment 1 – Agreement – Goods, or that it is itself a manufacturer of the Goods.

## **12. 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 6 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 6). 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 12, 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 12.

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.

## **13. OPTIONAL WORK**

A Contractor should include prices for Optional Work, if any, as called for in Schedule B – Quotation. Such Optional Work prices will be deemed not to include any general overhead costs, or other costs, or profit, that are not directly related to the Optional Work, and the Optional Work prices will only apply if the City elects to proceed with the Optional Work.

Notwithstanding that the City may elect not to proceed with the Optional Work, the prices for any Optional Work, including the extended totals for any Optional Work unit prices, will be included in the Quotation Price for the purpose of any price comparisons between Quotations.

#### **14. EVALUATION COMMITTEE**

The evaluation of Quotations to identify a preferred Contractor (the “Preferred Contractor”) will be carried out by a committee of one or more persons appointed by the City (the “Evaluation Committee”). The Evaluation Committee may be assisted by other persons as the Evaluation Committee may determine it requires, including technical, financial, legal and other advisors or employees of the City.

#### **15. EVALUATION CRITERIA**

The Evaluation Committee will compare and evaluate the Quotations to identify the Quotation which the Evaluation Committee judges to be the most advantageous to the City by applying the following evaluation criteria:

- (a) Technical – Design and Performance;
- (b) Qualifications (resources, management, engineering, etc.);
- (c) Quotation Price;
- (d) Delivery; and
- (e) Past Performance in supply and delivering goods similar to the Goods.

The Evaluation Committee will not be limited to the criteria referred to above, and the Evaluation Committee may consider other criteria that the team identifies as relevant during the evaluation process. The Evaluation Committee may apply the evaluation criteria on a comparative basis, evaluating the Quotations by comparing one Contractor’s Quotation to another Contractor’s Quotation. All criteria considered will be applied evenly and fairly to all Quotations.

#### **16. EVALUATION PROCESS**

To assist in evaluation of Quotations, the Evaluation Committee may, in its sole and absolute discretion, but is not required to:

- (a) conduct reference checks and background investigations of the Contractor, and any subcontractors proposed in the Quotation, with internal and/or external sources, and consider and rely on any relevant information received from the references and from any background investigations in the evaluation of Quotations;



- (b) seek clarification or additional information from any, some, or all Contractors with respect to their Quotations, and consider and rely on such supplementary information in the evaluation of Quotations;
- (c) request interviews/presentations with any, some, or all Quotations to clarify any questions or considerations based on the information included in Quotations, and consider and rely on any supplementary information received from interviews/presentations in the evaluation of Quotations; and
- (d) seek confirmation that the inclusion of any personal information about an individual in a Quotation has been consented to by that individual.

The Evaluation Committee 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 Evaluation Committee judges, in its sole discretion, to not be in contention to be selected as the Preferred Contractor. The City expressly reserves the right to reject any design optimizations proposed by a Contractor, or any substitutions proposed by a Contractor that have not been approved by the City pursuant to Section 12.

## 17. 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.

## **18. SELECTION AND NEGOTIATION**

The Evaluation Committee will recommend to the City the Quotation that it determines is most advantageous in accordance with this RFQ. The City may accept or reject the Evaluation Committee's recommendation.

The City may negotiate changes to any terms of a Quotation, including terms in Attachment 1 – Agreement – Goods and Schedules A and B and including prices.

If the City selects a Preferred Contractor, then such Preferred Contractor will use good faith commercial efforts to negotiate and enter into a contract with the City. During negotiations the City may:

- (a) negotiate any aspect of a Preferred Contractor's Quotation, including reductions in the prices as set out in the Preferred Contractor's Quotation;
- (b) negotiate the incorporation of the Preferred Contractor's suggested amendments to the Agreement as may be included in its Quotation; and
- (c) negotiate terms and conditions different than those contained in the RFQ and other documents referred to in the RFQ, the Quotation or both, and
- (d) if at any time the City reasonably forms the opinion that a mutually acceptable contract is not likely to be reached within a reasonable time, give the Preferred Contractor written notice to terminate discussions, in which event the City may then either open discussions with another Contractor or terminate this RFQ in whole or in part and obtain the supply and delivery of the Goods in some other manner, or not at all.

The City has no duty or obligation to advise any other Contractors or to allow them to modify their Quotations, and the City will have no liability to any Contractor as a result of such negotiations or modifications.

The City may, at its sole discretion, require the Preferred Contractor to attend and participate in a pre-award meeting prior to award, the purpose of which will be to confirm project details and expectations of the City.

## **19. 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.

## **20. LIMITATION OF CITY LIABILITY**

Notwithstanding anything to the contrary contained in the RFQ or any other document, material or communication made available to Contractors by the City or its representatives in connection with this RFQ, the City accepts no responsibility or liability for the accuracy or completeness of this RFQ (including any schedules or appendices to it) or any recorded or oral information communicated or made available for inspection by the City (including through the City Representative or any other individual) and no representation or warranty, either express or implied, is made or given by the City with respect to the reliability, accuracy, completeness or relevance of any of those things. The sole risk, responsibility and liability connected with reliance by any Contractor or any other person on this RFQ or any such information as is described in this paragraph is solely that of each Contractor.

## **21. 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.

## **22. 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.

## **23. 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.

## **24. 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.

**– END OF PAGE –**

**ATTACHMENT – DRAFT QUOTATION AGREEMENT – GOODS**



**QUOTATION AGREEMENT**

between

**CITY OF SURREY**

and

**<<INSERT CONTRACTOR NAME>>**

for

**SUPPLY AND DELIVERY OF TWO (2) [MORE OR LESS]  
HEAVY DUTY TRIPLE COMBINATION PUMPER AND/OR  
RESCUE TRUCKS**

**AGREEMENT NO.: 1220-040-2023-062**

**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 Two (2) [More or Less] Heavy Duty Triple Combination Pumper and/or Resue Trucks**

**Reference No.: 1220-040-2023-062**

**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) "**City**" means the City of Surrey;
  - (c) "**Change Order**" has the meaning set out in Section 55;
  - (d) "**Completion Date**" means the applicable date set out in Section 6;
  - (e) "**Contractor**" means the entity described above as the "Contractor";
  - (f) "**Delivery Date**" means the delivery date(s) for the applicable Goods, as set out in Section 6;
  - (g) "**Delivery Point**" has the meaning set out in Section 19;
  - (h) "**Department Representative**" means the Surrey Fire Chief or designate at the City's designated representative;
  - (i) "**Fleet Defect**" has the meaning set out in Section 81;

- (j) “**Good Industry Practice**” has the meaning set out in Section 23 (c);
- (k) “**Goods**” means the equipment or materials (if any) as described generally in Schedule A – Specifications of Goods, including anything and everything required to be done for the fulfilment and completion of this Agreement;
- (l) “**Indemnitees**” has a meaning set out in Section 97;
- (m) “**Labour and Material Payment Bond**” has the meaning set out in Section 59;
- (n) “**Letter of Credit**” has the meaning set out in Section 59;
- (o) “**Optional Work**” means the work which may be described in Schedule B – Quotation Extracts as such;
- (p) “**Performance Bond**” has the meaning set out in Section 59;
- (q) “**Production Schedule**” has the meaning set out in Sections 26 (b); and
- (r) “**Purchase Price**” has the meaning as set out in Sections 44 through 48.

2. In this Agreement:

- (a) headings are for convenience and reference only and will not affect the interpretation of the Agreement;
- (b) all dollar figures will mean Canadian dollars;
- (c) unless otherwise expressly stated, any notice or communication required or permitted to be given under the Agreement will be in writing;
- (d) words importing the singular include the plural, and vice versa;
- (e) words importing gender include all genders;
- (f) where a reference is made to a “day”, “week”, “month” or “year”, the reference is to the calendar period;
- (g) where the date for any delivery or response falls on a Saturday, Sunday or statutory holiday observed in British Columbia, the date for such delivery or response will be extended to the next following day which is not a Saturday, Sunday or statutory holiday observed in British Columbia;
- (h) in the calculation of time, the first day will be excluded and the last day will be included;
- (i) the words in this Agreement will bear their natural or defined meaning;
- (j) the word “including” is deemed to be followed by “without limitation”;
- (k) any reference to a statute will include such statute and its corresponding regulations, together with all amendments made to such statute and regulations and in force from time to time, and any statute or regulation that may be passed which has the effect of amending, supplementing or superseding the statute referred to or such statute’s corresponding regulations; and
- (l) the parties confirm that they each have obtained independent legal advice, or elected not to obtain such advice, and accordingly agree that any rule of construction



to the effect that any ambiguity is to be resolved against the drafting party will not be applicable in the interpretation of this Agreement.

3. This Agreement may be modified only by express and specific written agreement signed by the parties. 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.
4. The following attached Schedules are part of this Agreement:  
Schedule A – Specifications of Goods; and  
Schedule B – Quotation Extracts.

**SUPPLY AND DELIVERY OF GOODS**

5. 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.
6. 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.

	<u>Completion Date</u>	<u>Delivery Date</u>
<b>Fire Apparatus #1</b>	_____	_____
<b>Fire Apparatus #2</b>	_____	_____

7. Notwithstanding anything contrary in Sections 5 through 9, the Contractor shall not ship any one of the Goods prior to the City’s pre-delivery inspection of such Goods as described in Section 39 (c).
8. 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.
9. Goods will not be deemed or construed to be delivered until actually received by the City at the Delivery Point.

## PREPARATION OF DESIGN AND SPECIFICATIONS

10. The Contractor will perform and be responsible for the complete design of the Goods.
11. The design of the Goods shall embody the latest approved automotive design practices as offered to commercial trade and shall be furnished complete with all factory-installed standard equipment and accessories listed in the manufacturer's latest literature for the respective unit and any additional equipment as may be defined in the specifications as set out in Schedule A – Specifications of Goods. Notwithstanding the generality of the foregoing, the design of the Goods will ensure the functionality of the Goods, having particular regard for:
  - (a) accessibility of the various components of the Goods which require periodic maintenance operations; and
  - (b) ease of operation, including both pumping and driving operations, and symmetrical proportioning of each of the Goods.

## DESIGN PROCESS

12. The design process is progressive as follows:

13. **Preliminary Design:**

Time for Preliminary Design: Within 15 days of the execution of the Agreement, the Contractor shall prepare and submit to the Department Representative a preliminary design for the Goods.

Contents of the Preliminary Design: The preliminary design drawings should illustrate basic components of the Goods including the following:

- (a) show five (5) views, as follows:
  - (i) top view (entire truck);
  - (ii) front end view;
  - (iii) rear end view;
  - (iv) left side view;
  - (v) right side view;
- (b) show the overall dimensions and configuration of the Goods and the arrangement of compartments and equipment storage;
- (c) comply with the technical and functional requirements set out in Schedule A-1 Technical and Functional Specifications and Requirements;
- (d) clearly indicate, to scale, all exterior portions of the Goods, including controls, lights, railings, gauges, etc.; and

- (e) any other documents or things required to illustrate, describe or depict the preliminary design and the conformity of same with the requirements of the Technical and Functional Specifications & Requirements of Schedule A – Specifications of Goods.

**14. Detailed Design Meeting**

- (a) Time For Preparation: Not later than 15 days after the City has authorized the Contractor to commence with the detailed design the Contractor shall prepare and submit to the Department Representative a complete detailed design;
- (b) Detailed Design Review: The Contractor shall participate in a design review and a pre-production meeting with the Department Representative. The design review should cover all design documents. The Department Representative shall review and accept, where appropriate, the design documents, or any portion thereof; and
- (c) Design Documents: Design documents means all the design documents provided by Contractor and accepted by the City pursuant to the Agreement including, without limitation, those for use in constructing the Goods, performing the work, and the rendering of the Goods fully operational, and shall include, without limitation, detailed plans, drawings, specifications, manuals, and related materials prepared by or on behalf of Contractor. The design documents shall describe with specificity all elements, details, components, materials, and other information necessary for the complete construction of the Goods and the rendering of the Goods fully operational for its intended purposes, which Goods, if produced in accordance with such design documents, shall satisfy all testing, permitting, qualifications, certifications, validations, and obtaining regulatory approvals by all applicable regulatory authorities required to render the Goods and all their respective components operational and functionally and legally useable for their intended purposes.

**15. Shop Drawings**

The following apply with respect to shop drawings:

- (a) the Contractor shall prepare or cause to be prepared all required shop drawings shall submit of them or cause them to be submitted to the Department Representative for review;
- (b) unless specifically required by the Agreement, the shop drawings will be sufficient to permit the Department Representative to proceed with such review and also to permit the Contractor to proceed with the manufacture of the Goods, and that the shop drawings show details such as fabrication methods, connections or other details;
- (c) shop drawings shall show five (5) views, as follows:
  - (i) top view (entire truck);

- (ii) front end view;
  - (iii) rear end view;
  - (iv) left side view; and
  - (v) right side view;
- (d) shop drawings shall show the wheelbase and overall dimensions of the Goods, final compartment sizes and other selected features, and changes, if any, mutually agreed to during the pre-production meeting;
  - (e) the City may require that a shop drawing be stamped by a registered Professional Engineer with appropriate skill and knowledge indicating that the shop drawing has been prepared in compliance with applicable codes and design standards and Good Industry Practice;
  - (f) if the City requires the review and stamping by a Professional Engineer of shop drawings that are of a type which, according to Good Industry Practice, are not so reviewed and stamped, then the cost of such review and stamping shall be paid for by the City;
  - (g) the Contractor shall submit shop drawings to the Department Representative in a timely way and in an orderly sequence so as to permit the Department Representative a reasonable opportunity to review the shop drawings without causing a delay to the design, manufacturing or assembly of the Goods. The Department Representative and the Contractor shall cooperate to establish a schedule for the submission and review of shop drawings. The Contractor and the Department Representative shall agree on the number of copies of each shop drawing to be submitted;
  - (h) prior to submission to the Department Representative, the Contractor shall review all shop drawings, and shall indicate such review by dating and stamping them. By this review the Contractor represents that the Contractor has determined and verified all field measurements, field construction criteria, materials, catalogue numbers and similar data and that the Contractor has checked and coordinated each shop drawing with the requirements of the Agreement;
  - (i) at the time of submission the Contractor shall specifically draw the attention of the Department Representative in writing to any deviations in the shop drawings from the requirements of the Agreement;
  - (j) unless otherwise specified in other provisions of the Agreement the shop drawings may be drawn by hand, in CAD format, or other format at the selection of the Contractor;
  - (k) the Department Representative will review the shop drawings submitted by the Contractor and return them in accordance with an agreed-to-schedule, if any, or otherwise with reasonable promptness so as not to cause delay to the design, manufacturing or assembly of the Goods;
  - (l) the Contractor shall make any changes in shop drawings which the Department Representative may require consistent with the Agreement and resubmit unless

otherwise directed by the Department Representative. When resubmitting, the Contractor shall notify the Department Representative in writing of any revisions other than those requested by the Department Representative;

- (m) when a submitted shop drawing is acceptable to the Department Representative, the Department Representative shall date and mark the shop drawing as "Reviewed" and return it to the Contractor. The Department Representative shall date and mark the number of copies submitted;
- (n) the Contractor may proceed with the design, manufacturing or assembly of the Goods as shown on any shop drawing which the Department Representative has marked "Reviewed". In no event shall the Contractor proceed with the performance of the design, manufacturing or assembly of the Goods utilizing shop drawings which have not been marked "Reviewed" by the Department Representative;
- (o) the Contractor is responsible for any errors or omissions in the shop drawings and the Department Representative's review shall not relieve the Contractor of that responsibility. The Department Representative's review of the shop drawings will be to see if they are in general conformance with the Agreement. The Department Representative may, as the Department Representative may decide, review a shop drawing in greater or lesser detail;
- (p) the Department Representative's authority to review the shop drawing shall be for the benefit of the City and such authority shall not give rise to any duty or responsibility on the Department Representative or the City to the Contractor, subcontractors, or their agents, employees or other persons performing any of the design, manufacturing or assembly of the Goods; and
- (q) the Department Representative's review shall not relieve the Contractor of responsibility for errors or omissions in the shop drawings or responsibility for meeting all requirements of the Agreement unless a deviation on the shop drawings has been approved in writing by the Department Representative.

## **MANUFACTURING AND ASSEMBLY**

- 16. The Contractor will have complete control of all manufacturing and assembly required with respect to the Goods, and will effectively direct and supervise such manufacturing and assembly so that it conforms with this Agreement, and the Contractor will be solely responsible for the means, methods, techniques, sequences and procedures and for coordinating the various parts of the manufacturing and assembly of the Goods. Without limiting the foregoing, the Contractor's means, methods, techniques, sequences and procedures shall be such as to allow ready removal of any component for service or repair.
- 17. The Contractor's workmanship shall be of the highest quality and shall be completed in a professional manner.
- 18. The Contractor shall manufacture the Goods to be heavy-duty and shall provide ample safety factors to carry loads as specified in Schedule A – Specifications of Goods.

## **DELIVERY POINT**

19. The Contractor will take steps as required so that all the Goods are properly prepared for delivery and the Goods shall be driven to Surrey Fire Hall #9, Mechanical Division, 14901 - 64<sup>th</sup> Avenue, Surrey, B.C., Canada between the hours of 8:00 a.m. to 3:30 p.m., Monday through Friday (the "Delivery Point") under their own power to ensure proper break-in of all components. The City will not assume any liability for Goods or equipment 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.

## **MARKETABLE TITLE**

20. The Contractor warrants that it has or will at the time of the transfer of title as described in Section 21 have 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**

21. 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 22, 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**

22. 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

23. 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**”).
24. 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

25. Within thirty (30) days of the date of this Agreement at a time and location designated by the City, the Contractor will hold a project 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 at a designated City facility between the hours of 8:00 a.m. and 5:00 p.m. (local time) at a date and time agreed to by the parties. At the City’s discretion, video conferencing platforms may be utilized for the Pre-Production meeting.

## PRODUCTION SCHEDULE

26. The Contractor shall:
- (a) commence the design, manufacturing and assembly of the Goods promptly following the date of this Agreement;
  - (b) within ten (10) days after the pre-production meeting described in Section 25, prepare and submit to the City a horizontal bar chart final build schedule (the “**Production 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, providing a separate bar for each trade or operation including, mechanical, plumbing and electrical work, and providing details of the critical events and their inter-relationship to demonstrate the work will be performed in conformance with the Agreement; and

- (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 26 will be deemed to be a default under this Agreement to which Sections 63 through 66 applies.

27. 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**

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

## **SAFETY**

29. 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**

30. 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**

31. 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.
32. 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.

33. 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 53 through 56 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.
34. 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.
35. 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.
36. 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.

37. 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.
38. 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.

## **FACTORY INSPECTIONS**

**Note: The City may decide between in-person inspections, photos inspection, or the City may choose a combination of both options at the City's sole discretion. Contractors should provide pricing for onsite inspections, photos inspections and combination of onsite and photo inspection options. Detailed photos should include all aspects of the build review. For Inspection#3, Contractors should also include in their pricing an independent inspection company to inspect the Goods prior to delivery to the City.**

39. The Contractor will in respect to each of the Goods, provide, arrange and pay for three (3) factory inspection trips to the Goods manufacturer's facility for two (2) representatives nominated by the City. Factory inspection trips shall be of a minimum three (3) day duration; include commercial transportation (i.e. airfare), meals, accommodation, and local transportation to and from the manufacturer's facility and shall be conducted during normal business hours Monday through Friday. The factory inspections shall occur at the following stages of production of the Goods:
  - (a) **Inspection #1:** inspection of cab, chassis and main fire pump;
  - (b) **Inspection #2:** inspection of pump installation, all plumbing, and structural body installed, and, primed and ready for paint; and
  - (c) **Inspection #3:** (pre-delivery) Goods shall be in a finished condition and ready for shipment when the pre-delivery inspection is scheduled. A road performance test, pump test, foam delivery test and general operation demonstration should be performed during the pre-delivery inspection. Certificates of third party testing of the pump should also be available for inspection. Includes photographs and detailed inspection documents and an inspection completed at the Contractor's plant by an independent party or via onsite inspection at the City's discretion. The Contractor shall provide the City timely and adequate prior written notice to enable the City to perform such inspections.

Notwithstanding the first sentence of the first paragraph of this Section 39, the Contractor may, with the City's prior written approval, arrange for more than one of the Goods to be inspected on any one factory inspection trip.

Without limiting the foregoing, the City reserves the right to, at its own cost, conduct additional factory inspections at any time, to monitor the manufacturing and assembly of the Goods. If the City exercises its right to conduct additional factory inspections, the City

will, no less than fourteen (14) days before the scheduled date of each such visit, provide to the Contractor advance notice of such visit.

The Contractor shall not implement any modifications to the design, manufacturing or assembly of the Goods requested or discussed by either party at or further to any factory inspections unless a Change Order is issued with respect to such modifications.

## **REJECTION OF GOODS**

40. Upon delivery of the Goods to the Delivery Point, the City shall have a reasonable time to inspect and to accept the Goods.
41. Notwithstanding the transfer of title pursuant to Section 21 or the transfer of risk of loss pursuant to Section 22, 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. Any 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.
42. 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.
43. 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**

44. 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.
45. 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.
46. 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.
47. The Purchase Price will be in Canadian funds, F.O.B. Destination, Freight Prepaid to the Delivery Point.
48. 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.

## **PAYMENT**

49. Subject to any contrary provisions set out in this Agreement:
  - (a) upon delivery of each of the Goods, the Contractor will submit an invoice (the "Invoice") to the City requesting payment relating to each Good delivered. Each Invoice will be in hard copy 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, P.O.# (to be advised);
    - (4) model and serial number(s) of the Goods;
    - (5) receipt of a completed Province of British Columbia motor vehicle registration form APV-9T;
    - (6) any applicable taxes payable, as separate line items;
    - (7) discounts; and

- (8) grand total;
  - (b) if the City reasonably determines that any portion of an Invoice is not payable then the City will so advise the Contractor;
  - (a) the City will pay the portion of an Invoice which the City determines is payable less any deductions for setoffs or holdbacks permitted by this Agreement including, without limitation, any amounts permitted to be held back on account of deficiencies, within 30 days of the receipt of the Invoice;
  - (b) if the Contractor offers the City a cash discount for early payment, then the City may, at the City's sole discretion, pay the portion of an Invoice which the City determines is payable at any time after receipt of the Invoice; and
  - (c) all Invoices hereunder shall be stated in, and all payments hereunder shall be made in, Canadian dollars.
50. The payment by the City of any Invoice will not bind the City with respect to any subsequent payment or final payment and will not mean that the City has accepted that the Goods are in accordance with the requirements of this Agreement, or that the Contractor is in any manner released from its obligation to comply with this Agreement.

Please send your hard copy invoices by mail to:

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

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

### **DEFICIENCY HOLDBACK**

51. 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**

52. 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**

53. The City may at any time propose changes to the Contractor's scope by altering, adding to or deducting from the Contractor's scope, including by altering, adding to or deducting from the specifications as set out in Schedule A – Specifications of Goods, 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 change. The

Contractor may request changes to the specifications as set out in Schedule A – Specifications of Goods by submitting to the City written notice of the requested change referencing the specific section(s) and page number(s) of Schedule A – Specifications of Goods that are affected by the requested change, and supporting documentation acceptable to the City with respect to the requested change.

54. 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 the City, a method of adjustment or an amount of adjustment for the Purchase Price (whether a net increase, or net decrease), if any, and the adjustment in the then current Production Schedule, if any, for the proposed change.
55. If the City and the Contractor agree to the adjustments, if any, in the Purchase Price 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 the City and the Contractor.
56. 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.
57. 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.

#### **OPTIONAL WORK**

58. Optional Work may be included in the supply and delivery of the Goods at the sole election of the City. Such Optional Work will only be included in the supply and delivery of the Goods if the Department Representative so directs in writing delivered to the Contractor, and in such event:
  - (a) the Department Representative will issue a Change Order for the Optional Work;  
and
  - (b) the Contractor will perform the Optional Work as part of the supply and delivery of the Goods.

## **PERFORMANCE SECURITY**

59. The Contractor shall concurrently with the execution of this Agreement, furnish to the City a Performance Bond and Labour and Material Payment Bond or a Letter of Credit payable to the City of Surrey, in the face amount equal to 50% of the Purchase Price, as security for the faithful for faithful performance of the terms and conditions of this Agreement. If the bonds are on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing bonds. The bonds must be executed by a surety company of recognized standing, authorized to do business in the Province of British Columbia. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local bank acceptable to the City and issued in favour of the City of Surrey.
60. The City may at any time and from time to time, pursue its remedies under the Performance Bond or Labour and Material Payment Bond, or draw on the Letter of Credit to carry out the duties, obligations and responsibilities of the Contractor under this Agreement if such duties obligations and responsibilities are not completed to the City's satisfaction in accordance with the terms of this Agreement, after a determination has been made in accordance with this Agreement.
61. If the City draws on the Letter of Credit as permitted under Section 60, then the Contractor shall, on thirty (30) days of written notice form the City, replace the Letter of Credit with a replacement letter of credit in the same amount as the original Letter of Credit, in which case the replacement letter of credit will become the Letter of Credit.
62. The City may utilize the Letter of Credit as required to remedy any breach of this Agreement and any damages resulting from said breach of this Agreement by the Contractor. Such amount will not be considered to be liquidated damages and the Contractor will be liable for any additional loss, damage, expense and costs, including actual legal costs arising as a result of any breach of the terms of this Agreement.

## **DEFAULT AND TERMINATION**

63. In the event the Contractor does not ship any one of the Goods by the applicable Completion Date as set out in Section 6, or does not deliver any one of the Goods by the applicable Delivery Date as set out in Section 6, 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.



64. The City may by written notice at any time cancel this Agreement with respect to Goods which, as of the date of cancellation, have not been shipped.
65. 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.
66. 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**

### 67. Dispute Resolution Procedures

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.

## **WARRANTY**

68. The Contractor warrants that the Goods shall:

- (a) be new and of recent manufacture, carrying full manufacturers', distributors' and installers' or suppliers' warranties unless otherwise required or permitted under this Agreement;
- (b) be of best quality, unless otherwise specified in this Agreement;
- (c) be free from defects in design, materials, workmanship, faults and faulty operation, and free from latent defects;
- (d) conform in all respects to the terms of this Agreement, all applicable laws, Good Industry Practice, and all applicable manufacturers' recommendations;
- (e) 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; and
- (f) 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.

69. Notwithstanding any other warranty period as may be specified in this Agreement, and without limiting the Contractor's obligation to supply and deliver the Goods as described in this Agreement, the Contractor will provide a two (2) year warranty for the Goods supplied and delivered under this Agreement, commencing from the date that the Goods are accepted by the City in accordance with this Agreement (if acceptance of particular Goods occur on different dates, the warranty described in this Section 69 shall commence on the date that each of those Goods are accepted by the City in accordance with this Agreement).

#### **ADDITIONAL WARRANTIES**

70. Without limiting the generality of Section 69, the Contractor shall provide each of the following additional warranties with respect to each of the Goods, with the following minimum terms, each commencing from the date that the particular Good is accepted by the City in accordance with this Agreement:
- (a) a full lifetime frame warranty, substantially in the form as set out in Schedule B – Quotation Extracts. This warranty shall cover all apparatus manufacturer designed frame, frame members, and cross members against defects in materials or workmanship for the lifetime of the covered Goods. For certainty, a frame warranty that does not cover cross members for the life of the Goods shall not satisfy this Section 69(a);
  - (b) a comprehensive 10-year/100,000-mile structural warranty. This warranty shall cover all structural components of the cab and/or body manufactured by the Goods manufacturer against defects in materials or workmanship for 10 years or 100,000 miles, whichever occurs first. Excluded from this warranty are all hardware, mechanical items, electrical items, or paint finishes;

- (c) a full 10-year stainless steel plumbing components warranty. This warranty shall cover defects in materials or workmanship of apparatus manufacturer designed foam/water plumbing system stainless steel components for 10 years;
- (d) a 20 year structural integrity warranty on the aerial device. This warranty shall cover structural components; and
- (e) a 10-year limited paint and corrosion perforation warranty. This warranty shall cover paint peeling, cracking, blistering, and corrosion provided the Good is used in a normal and reasonable manner. This warranty shall be prorated as follows:

Topcoat and appearance: Retention, Cracking	Coating system, adhesion and corrosion: Includes Dissimilar metal corrosion, Flaking, Gloss, Colour Blistering, Bubbling
0 to 36 months 100%	0 to 36 months 100%
37 to 84 months 50%	37 to 84 months 50%
85 to 120 months 25%	85 to 120 months 25%

Corrosion perforations shall be covered 100% for 10 years.

**ASSIGNMENT OF WARRANTIES**

71. Without limiting the generality of Section 69 or Section 70, 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 71 relieves the Contractor from any responsibilities under any of the warranty provisions in this Agreement.

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

72. 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.

73. 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.

74. Nothing in Section 72 or Section 73 relieves the Contractor from any responsibilities under any of the warranty provisions in this Agreement.

**WARRANTY REPAIR OR REPLACEMENT**

75. On written notice from the City under this Section 75 of any defects or latent defects discovered in the Goods within any applicable warranty period, including in any materials or equipment incorporated into the Goods, or other non-compliance with this Agreement

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 the 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 that the affected Goods are in compliance with this Agreement.

76. 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 in accordance with this Section 76. If for any reason the Department Representative fails, within 30 days of an application by the Contractor under this Section 75, to accept or give reasons for the refusal of that application, the Department Representative will be deemed to have accepted that application.
77. 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 53 through 56 apply.
78. 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.
79. The Contractor will carry out all repair and remediation of the affected Goods, including any temporary repair accepted by the City as described in Section 78, 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 75 through

78, 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.

80. Subject to Section 100, the Contractor shall be liability for all losses, damages, claims, costs or expenses incurred by the City 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 by the City 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.
81. Nothing in Sections 75 through 80 will be interpreted as precluding the City from carrying out repair or remediation of the Goods as permitted under this Agreement.

#### **FLEET DEFECTS**

82. 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, that covered by a warranty under Section 69, Section 70 or Section 85 is identified in respect of any of the Goods within the applicable warranty period, and if such defect, latent defect or non-compliance reasonably can be expected in respect of the other Goods (each such defect, latent defect or non-compliance, 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 75 through 79 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 described in Section 69, Section 70 or Section 85 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 applicable Fleet Defect does not exist, and will not arise, in connection with the other Goods. Nothing in this Section 82 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**

83. 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 under Section 75 or Section 82, then the City may, at its option: require the Department Representative to determine a reasonable reduction in the Purchase Price; or

- (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 Contract 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 or otherwise but subject to the provisions of Section 100, 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.

84. If the City performs any repair or remediation under Section 83, 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 84(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**

85. The warranties set out in Section 69 and Section 70 will apply to all Goods or components of Goods repaired or replaced under Section 75 or Section 82, whether or not such repair is performed by the Contractor, a third party authorized by the Contractor, or by the City as permitted under Section 83, 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 under Section 76, and extend for the warranty time period indicated in Section 69 and Section 70, as applicable.

### **FAILURE ANALYSIS**

86. The Contractor shall, upon written notice from the City, prepare and submit to the City a failure analysis of any component of the Goods which have been removed or replaced pursuant to Section 75, Section 82 or Section 83 that could affect the City's operation of any of the Goods. Such report shall be delivered to the City within sixty (60) days of the Contractor's receipt of such component.

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

87. Without limiting any other remedy that the City may have under this Agreement or at law, if due to any defect, latent defect or non-compliance that is covered by any warranty under Section 69, Section 70 or Section 85, or if due to a Fleet Defect, or if due to any repairs or remediation required in connection with such defect, latent defect or non-compliance, or Fleet Defect:
- (a) any of the Goods are unavailable for service, then the Contractor shall pay the City as liquidated damages for the unavailability of the Goods for service 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.
88. The parties agree that the amounts described in Section 87 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 86.

## **PARTS AVAILABILITY GUARANTEE**

89. 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.
90. 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.
91. 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**

92. 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.

## **INSURANCE**

### **Contractor's Insurance Policies**

93. The Contractor will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this agreement the following insurances in forms and amounts acceptable to the City from insurers licensed to conduct business in Canada:
  - (a) commercial general liability insurance on an occurrence basis, in an amount not less than three million (\$3,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Contractor, its employees and agents. The insurance will include



cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and operators liability, broad form products and completed operations, owners and Contractors protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability, broad form loss of use, personal injury, and incidental medical malpractice. The City will be added as additional insured;

- (b) professional errors and omissions liability insurance in an amount not less than two million (\$2,000,000) dollars insuring all professionals performing any professional services in respect of the Goods from liability resulting from errors or omissions performing any professional services in respect of the Goods; and
- (c) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than three million (\$3,000,000) dollars per occurrence for bodily injury, death and damage to property;
- (d) All-risk property insurance, including transportation/transit coverage for the full replacement cost of any item. This insurance will cover all equipment including work (products) in progress prior to delivery to the City.

### **Insurance Requirements**

94. The Contractor will provide the City with evidence of the required insurance prior to commencing any work under of this Agreement. Such evidence will be in the form of a completed certificate of insurance acceptable to the City. The Contractor will, on request from the City, provide certified copies of all of the Contractor's insurance policies providing coverage relating to the Goods, including without limitation any professional liability insurance policies. All required insurance will be endorsed to provide the City with thirty (30) days advance written notice of cancellation or material change restricting coverage. To the extent the City has an insurable interest, the all-risk property policy will have the City as first loss payee. The Contractor will be responsible for deductible amounts under the insurance policies. All of the Contractor's insurance policies will be primary and not require the sharing of any loss by the City or any insurer of the City.

### **Contractor Responsibilities**

95. The Contractor acknowledges that any requirements by the City as to the amount of coverage under any policy of insurance will not constitute a representation by the City that the amount required is adequate and the Contractor acknowledges and agrees that the Contractor is solely responsible for obtaining and maintaining policies of insurance in adequate amounts. The insurance policy coverage limits shall not be construed as relieving the Contractor from responsibility for any amounts which may exceed these limits, for which the Contractor may be legally liable.

## **Additional Insurance**

96. The Contractor shall place and maintain, or cause any of its subcontractors, suppliers and consultants to place and maintain, such other insurance or amendments to the foregoing policies as the City may reasonably direct.

## **Waiver of Subrogation**

97. The Contractor hereby waives all rights of recourse against the City for loss or damage to the Contractor's property.

## **INDEMNITIES**

98. The Contractor will 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 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.
99. The Contractor will indemnify and save harmless 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. Without limiting the foregoing, if any part of the Goods uses any patent, copyright or trademark, foreign or domestic, or anything else which infringes the rights of others or which is alleged to infringe the rights of others, the Contractor shall, at its own cost and expense, immediately:
- (a) procure for the City an irrevocable, perpetual, nonexclusive, fee free, royalty free, non assignable license for the City to use such patent, copyright or trademark, foreign or domestic, or any other rights for the purpose of operating, maintaining and repairing the Goods;
  - (b) replace or alter the infringing or allegedly infringing parts with non infringing parts of equal or better quality so as to meet or exceed the requirements of the Agreement; or
  - (c) if permitted the City in writing, forthwith refund the amount paid by the City to the Contractor under the Agreement with respect to the infringing or allegedly infringing parts.

## **CONSEQUENTIAL DAMAGES**

100. Neither party is liable to the other party for that other party's own:

- (a) special, contingent, exemplary, punitive, indirect, incidental or consequential loss or damage;
- (b) loss of anticipated revenue, overhead or profit;
- (c) loss of production, business or contracts;
- (d) loss by reason of shutdowns, non-operation or increased costs of construction, manufacturing or operation; or
- (e) loss of business reputation or opportunities, of any nature arising at any time or from any cause whatsoever relating to the Agreement, and whether or not such losses or damages were foreseeable even if a party was advised of the possibility of them.

For certainty, nothing in this Section 100 will apply to, or be interpreted so as to, preclude, or otherwise limit:

- (f) recovery of liquidated damages specified as payable to the City pursuant to this Agreement, if any, and, any right of recovery for the Contractor's delay in the performance of the supply and delivery of the Goods contrary to the provisions of this Agreement, or any breach of this Agreement by the Contractor, including the City's out of pocket costs, any administrative costs, the cost of the City's own forces and resources and the cost of the Department Representative; or
- (g) recovery of any of the types of loss or damage described in subsections (a) through (e) of this Section 100, if such losses or damages would be receivable, recoverable or claimable (or which would have been receivable, recoverable or claimable but for the default or other failure, act or omission on the part of the Contractor, or any subcontractor of the Contractor, or those for whom such persons may in law be responsible) under any insurance policy obtained and maintained or required to be obtained and maintained under this Agreement, under applicable laws or in accordance with Good Industry Practice.

## **INTERNATIONAL SALE OF GOODS**

101. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods does not and will not apply to this Agreement.

## **WAIVER**

102. 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**

103. 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**

104. 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**

105. 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**

106. 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.

107. 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**

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

**ENUREMENT**

109. 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**

### **GENERAL**

1. The Contractor shall furnish all necessary labour, materials, supplies, and transportation necessary to manufacture and deliver the Goods and any spare parts in accordance with this RFQ.
2. All parts for body and chassis which are necessary in order to provide a complete unit, ready for operation, shall be included and shall conform in strength, quality of workmanship, and materials to that which is usually provided by the trade in general. Any variance from these specifications and functional and technical requirements or standards in quality should be clearly pointed out in writing by the Contractor in their response. The specifications and functional and technical requirements for the Goods as specified in this Schedule A, describe the minimum specifications and functional and technical requirements the City requires the Goods to meet. The Goods shall meet or exceed the minimum specifications, and functional and technical requirements. The Contractor will coordinate progress of the work, progress schedules, and submittals. The unit(s) proposed shall be new, manufacturer's latest make and model in current production as offered to commercial trade and shall be furnished complete with all factory-installed standard equipment and accessories listed in the Contractor's latest literature for the respective unit and any additional equipment as may be defined in the technical specifications. Throughout these specifications and functional and technical requirements, compatibility is of the essence and any modification, accessory, device, material or type of construction, whether to existing or to the specified equipment, which may be necessary to incorporate the specified equipment into the existing equipment shall be considered to be a part of these specifications whether detailed by item or not. Workmanship shall be the best quality, executed by workers experienced and skilled in the respective duties.

### **REFERENCES**

3. All references to codes, standards and general and technical specifications & requirements referred to in these specifications or used on drawings shall mean and intend to be the currently adopted edition, amendment and revision of such reference standards in effect at the time of Agreement execution. Referenced standards and code requirements shall be considered minimum requirements. Applicable portions of standards used that are not in conflict with the RFQ documents are hereby made a part of the specifications. Modifications or exceptions to standards shall be considered as amendments, and unmodified portions shall remain in full effect. In cases of discrepancies between the specifications and standards, the requirements of the specifications shall govern. Where references to codes or standards are used in these specifications, the Contractor should familiarize himself with the applicable portions and shall be governed by them. If requested, the Contractor shall furnish an affidavit from manufacturers certifying that materials or products delivered meet the requirements specified. However,

such certifications shall not relieve the Contractor from the responsibility of complying with any added requirements specified in the agreement documents.

## **GENERAL MANUFACTURING AND DESIGN**

4. The complete Good, assemblies, subassemblies, component parts, etc., shall be designed and constructed with the due consideration to the nature and distribution of the load to be sustained and to the general character of the service to which the Good is subjected when placed in service. All parts of the Good shall be designed with a factor of safety, which is equal to or greater than that which is considered standard and acceptable for this class of equipment in firefighting service. All parts of the Good shall be strong enough to withstand general service under full load. The Good shall be so designed that the various parts and readily accessible for lubrication, inspection, adjustment and repair.
5. The Good and all major components shall be manufactured in North America.
6. The Good shall conform to the current NFPA Standard for Fire Apparatus, the Canadian Federal Government Motor Vehicle Safety Act and Regulations; Canadian Motor Vehicle Safety Standards [CMVSS]; and Province of British Columbia Motor Vehicle Act and Regulations relating to commercial vehicles as well as to vehicles used for firefighting, and emergency vehicles at time of Agreement signing.
7. The Good shall have a certified Province of British Columbia G.V.W.R. weight sticker applied to the apparatus on delivery to ensure the apparatus meets all laws pertaining to the weight carrying capacity of the Good.
8. The Good offered by the Contractor should conform to the requirements of the following authorities and publications, as applicable, as a minimum but not limited to:
  - (a) CAN/ULC S515, latest edition, Automobile Fire Fighting Apparatus (Each unit is to be tested and plated by Underwriters Laboratories of Canada (ULC);
  - (b) NFPA #1901, latest edition, Standard for Automotive Fire Apparatus; and
  - (c) CWB/CSA, (Canadian Welding Bureau / Canadian Standards Association), various standards for welding and inspecting aluminum, stainless steel and steel.
9. All oil, hydraulic and air tubing lines and electrical wiring shall be located in protective positions properly attached to the frame or body structure and shall have protective loom or grommets at each point where they pass through structural members, except where a through-frame connector is necessary.
10. Parts and components should be located or positioned for rapid and simple inspection and recognition of excessive wear or potential failure. Whenever functional layout of operating components determines that physical or visual interface between items cannot be avoided, the item predicted to require the most maintenance shall be located for best accessibility.

11. Cover plates, which must be removed for component adjustment or part removal, should be equipped with quick-disconnect fastenings or hinged panels.
12. Drains, filler plugs, grease fittings, hydraulic lines, bleeders and check points for all components should be located so that they are readily accessible and do not require special tools for proper servicing. Design practices shall minimize the number of tools required for maintenance.
13. Materials shall conform to the specifications listed herein. When not specifically listed, materials shall be of the best quality for purpose of commercial practice. Materials shall be free of all defects and imperfections that might affect the serviceability of finished product.
14. All nameplates and instruction plates shall be metal with the information engraved, stamped, or etched thereon, as required by NFPA #1901.
15. Name plates shall show make, model, serial numbers, or other such data necessary to positively identify the item and all fluid types and levels for vehicle. All plates shall be mounted in a conspicuous place with stainless steel screws and bolts, as required by NFPA #1901.
16. The manufacturing process, including quality control, shall be consistent with present industry standards. All equipment, materials and articles required under this specification are to be new or fabricated from new materials produced from recovered materials. The term "Heavy Duty", as used to describe an item, shall mean in excess of the standard, quantity, quality, or capacity and represents the best, most durable, strongest, etc., part, component, system, etc., that is currently available. The City shall be the sole judge of quality, construction and stability of the Goods and equipment being offered.
17. Defective components shall not be furnished. Parts, equipment and assemblies, which have been repaired or modified to overcome deficiencies, shall not be furnished without the approval of the City. Welded, bolted, and riveted construction utilized shall be in accordance with the highest standards of the industry. CWB/AWB Certified welders should perform all welding. Component parts and units shall be manufactured to definite standard dimensions with proper fit, clearances, and uniformity. General appearance of the vehicle shall not show any evidence of poor quality of work.
18. Any variance from these specifications and requirements or standards in quality should be clearly pointed out in writing by the Contractor in their technical specifications and requirements. The Good shall further conform to all D.O.T. and British Columbia Motor Vehicle Act regulations. No exception.
19. Each Contractor shall furnish satisfactory evidence of their ability to design, engineer, and construct the Good specified and shall state the location of the factory producing the Good. They shall also substantiate they are in a position to render prompt and proper service and to furnish replacement parts for the Good.



20. Each Quotation should be accompanied by a set of detailed Contractor's specifications consisting of a detailed description of the Good and equipment proposed.
21. Throughout these specifications and requirements compatibility is of the essence and any modification, accessory, device, material or type of construction, whether to existing or to the specified equipment, which may be necessary to incorporate the specified equipment into the existing equipment shall be considered to be a part of these specifications whether detailed by item or not.

#### **MATERIAL AND WORKMANSHIP**

22. Welding shall not be employed in the assembly of the apparatus in a manner that will prevent the removal of major component parts for service and/or repair. This includes, but is not limited to the following:
  - (a) Individual body compartments;
  - (b) Doors;
  - (c) Panbraces;
  - (d) Body subframe,
  - (e) Bodysides; and,
  - (f) Beavertails, etc.

**N.B. ALL WELDING SHOULD BE DONE BY CWB/AWB CERTIFIED WELDERS, NO EXCEPTIONS.**

23. The Contractor shall certify that all components of the drive train are compatible and will stand the strain of Fire Department use, and still bear the original manufacturer's standard warranty. It will be the responsibility of the Contractor to check with the original manufacturer of the chassis in this regard and inform the City of any change that may be necessary in the specifications so they will conform to standards.
24. The design of the Good shall be modern, employing the latest automotive engineering practices designed to suit the nature of the services, which the Good should perform. Frame, springs, radial arms, transmission, differential, axles, shafts and gears shall be strong enough to withstand the road speed and practical tests, and the unusual stresses and strains place on such apparatus in the firefighting service. All of the equipment furnished shall be the original manufacturer's current published data. If specifications exceed these, or the Contractor sees fit to add extra features, they shall be considered as minimum and be furnished, without additional cost to the City.
25. All areas shall be primed with the highest quality products available before being hidden by body construction, or finished paint.

## DELIVERY

26. Pre-Delivery Service: After transportation from the factory and immediately prior to delivery, the Good(s) shall receive a pre-delivery service consisting of engine oil and filter change, chassis lubrication, adjustment of the engine to manufacturer's specifications, and a complete inspection including all electrical and mechanical devices for proper operation and correction of leaks or obvious problems.
27. Upon delivery the Good(s) shall be delivered clean and shall be complete with all equipment operable. The delivered Goods will be inspected for compliance with the City's specifications, NFPA 1901 and previously authorized exceptions.
28. The checklist developed during the preliminary inspection(s) at the Contractor's manufacturing facility should be used to verify that all items previously identified, as deficient/defective/unacceptable were corrected/replaced.
29. Deviations will not be acceptable unless they were noted and accepted by the City as exceptions/substitutions.
30. The Goods and equipment will only be accepted by the City upon successful completion of all required tests and delivery of all specified equipment.
31. Equipment items not delivered at time of tests or construction not in conformance with the requirements will be cause for the City to withhold payment.
32. Post Delivery Tests: The City may conduct acceptance tests on each of the delivered Goods. If the City conducts such tests, The tests shall be completed within 15 (fifteen) days after the applicable Goods are delivered and shall be conducted with written test plans. The purpose of these tests is to identify defects that have become apparent between the time the applicable Good(s) were released from the manufacturer to the time of delivery to the Delivery Point. The post-delivery tests shall include visual inspection and testing the total Good operation.
33. In the event the Good fails to meet the requirements of these tests and specifications on first trials, second trials may be performed at the Contractor's option within thirty (30) days of the date of first trials. Such trials are to be witnessed by the City and completed at the expense and risk of the Contractor. Such trials shall be final and conclusive and failure to comply with these requirements shall be cause for rejection. Failure to comply with changes, as the City, may consider necessary and to conform to any clause of these specifications within thirty (30) days after written notice of such changes is given to Contractor shall be cause for rejection of the Good.
34. Acceptance will only occur upon issuance of a formal written acceptance signed by the City.

35. Delivery Engineer: The Contractor shall, at its own expense, have a competent engineering service representative(s) available on request to assist the City's Fire Services mechanical staff in the solution of engineering or design problems within the scope of the specifications that may arise during the warranty period. This does not relieve the Contractor of its warranty obligations under the Agreement.
36. Performance Tests and Requirements: The Contractor shall conduct acceptance performance tests at its or its manufacturer's plant on each Good following completion of manufacture and before delivery to the City. These pre-delivery performance tests shall include visual and measured inspections, as well as testing the total Good operation. The performance tests should be conducted and documented in accordance with written test plans, approved by the City.
37. The Good shall meet the following requirements:
- (a) The Good shall be tested and approved by Underwriter's Laboratories of Canada in accordance with ULC S515 Standards and/or NFPA 1901.
  - (b) The Contractor will furnish copies of:
    - (i) pump manufacturer's certification of Hydrostatic Test;
    - (ii) the engine manufacturer's current Certified Brake Horsepower curve; and,
    - (iii) a current EPQ for the engine and the manufacturer's record of Goods construction details, when delivered.
38. The Contractor, at his sole expense, shall have the Underwriters Laboratories of Canada conduct the tests required under "Certification of Fire Department Pumper", latest version. A certificate of compliance with these tests shall be forwarded to the City.

## **DELIVERABLES**

39. The Contractor shall provide the City the following documentation upon delivery of the Goods:
- (a) All keys [two (2) full sets], parts and service manuals are to be delivered with the vehicle;
  - (b) Manufacturer's Certificate of Origin;
  - (c) Two (2) complete hard copy operations manuals for the entire Good, and one (1) digital copy;
  - (d) Mechanical maintenance manual(s) for entire Good;
  - (e) Parts listing for all parts/components incorporated in the manufacturing of the Goods;
  - (f) Engine operation and maintenance manual(s);
  - (g) Transmission operation and maintenance manual(s);

- (h) Required software licenses (engine diagnostic, ABS diagnostic, SRS diagnostic, Multiplex diagnostic, additional software as required, telemetric possibilities);
- (i) Two (2) pump operation and maintenance manuals;
- (j) Drawings:
  - as built specifications specific drawings;
  - as built specification specific wiring diagrams;
  - complete electrical schematic for the Good. Schematic must be specifically prepared for each Good rather than a generic schematic designed to accommodate all Goods;
  - schematic of all measurements;
  - alignment certification;
- (k) Warranty document(s) and/or certifications as set out in the Agreement; and
- (l) Any special tools that are required in the care and maintenance or overhaul of the apparatus and its components.

40. The Contractor shall keep maintenance manuals available for a period of three years after the date of acceptance of the last of the Goods. The Contractor shall also exert its best efforts to keep maintenance manuals, operator manuals, and keep parts books up-to-date for a period of 15 (fifteen) years after the date of acceptance of the last of the Goods. The supplied maintenance and operator's manuals shall incorporate all equipment ordered on the Goods.

#### **ELECTRONIC OPERATOR'S, MAINTENANCE INFORMATION AND PARTS MANUALS (CONTRACTOR SUPPLIED)**

41. The Contractor shall keep maintenance manuals, operator manuals and parts books up to date for a period of fifteen (15) years. The supplied maintenance and operators manuals should incorporate all parts, components and equipment ordered on the Goods covered by this RFQ.

42. The Contractor shall supply all software information, including source codes for any programmed module or component. Also to be supplied is any special hardware necessary to repair or modify any microprocessors and/or software used on the Goods. The Contractor shall supply: complete schematic drawings containing component information, and the location of the components on the circuit board; circuit descriptions and theory of operation for all electronic components. The City shall consider all such data as proprietary.

43. A binder shall be supplied that has any City acceptable electronic device used and paper documents as listed below. The binder shall contain two (2) duplicate acceptable electronic devices used. Each Electronic device shall have:

- (a) Operations and maintenance instructions for items on the Goods, not including the Contractor's literature;

- (b) Contractor's literature, as available, for purchased components;
  - (c) Electrical diagrams including charts illustrating the individual wire colour, number coding and function;
  - (d) Parts Manuals;
  - (e) Drawings and an overall vehicle layout;
  - (f) Certificates; and
  - (g) Warranties.
44. Printed documents shall include, but not limited to the following:
- (a) Operations and maintenance instructions for items on the Goods, except the engine;
  - (b) Operations and maintenance instructions for the engine;
  - (c) Certificates of independent test results;
  - (d) Warranty documents;
  - (e) Manufacturer's record of construction details and engine power curve; and
  - (f) Goods final alignment report.
45. One (1) to two (2) Electronic manuals for the main water pump shall be included (if there is a main water pump on the Goods), and as provided by the pump manufacturer. Addition Electronic and paper documents, as provided by other equipment suppliers, shall also be included.

#### **TRAINING AND SUPPORT SERVICES**

46. At no cost to the City, the Contractor shall provide an educational program for the City's Fire Services department mechanical/maintenance personnel of a quality and depth sufficient to permit satisfactory use and servicing of the Goods. This program shall include formal and informal instruction, mock-ups, models, manuals, diagrams and parts catalogues. The Contractor shall assume no knowledge of the features of the Goods on the part of the City's mechanical/maintenance personnel and shall design the program to bring the level of knowledge to one which is fully adequate for this objective. The Contractor may assume that the City's mechanical/maintenance personnel have the basic skills pertinent to being a qualified mechanic.
47. The Contractor shall within 30 days after the date of Agreement execution, submit to the Department Representative for approval an outline of the educational program and a schedule for presentation. The program shall be conducted at the Contractor's facilities and shall include classroom instruction. The Contractor shall provide an adequate supply of high quality, professionally prepared material on paper, as well as other training aids as may be necessary to impart the essential knowledge to the City's mechanical/maintenance personnel involved and leave them with the most up-to-date reference materials. The Department Representative will approve the outline and

schedule within 30 days after its receipt or require such changes as the Department Representative may deem desirable.

48. The primary objective of the educational training program shall be to train the City's mechanical/maintenance personnel so that they are proficient in the operation and maintenance of the advanced design of the Goods, to the extent that they may provide the instruction and training of the City's other maintenance personnel not involved in the Contractor's educational training program.
49. All training, as described below, shall take place by the Contractor prior to acceptance of the Good by the City. One City's mechanical personnel shall be available for operation and maintenance training.
50. Operations and maintenance training shall be tailored specifically to the City's purchased Good and designed to teach the day-to-day operation of the Good's components/equipment. The training shall be sufficient to bring the City's mechanical/maintenance personnel to a level of operating proficiency such that routine Contractor support shall not be needed.
51. Contractor shall provide the following training to the City's mechanical/maintenance personnel:
  - (a) Goods operators will be trained in the operation of all chassis and body functions, including operator preventive maintenance consisting of written procedures and schedules for the periodic maintenance of all equipment; technicians will be trained in all operator functions, in-depth troubleshooting for all major chassis and body systems, engine tune-up procedures, transmission maintenance and repair, and chassis and body maintenance and repair.
52. The trainer shall be factory-trained and thoroughly knowledgeable in subjects to be taught, including but not limited to subjects as outlined above.
53. Refresher training will be accomplished annually at no cost to the City. Periodic training on machine systems and components will be provided as requested by the City, at no cost to the City.
54. The educational training program shall be completed by a mutually agreed to time by the Department Representative and the Contractor's training personnel. At the City's discretion, video conferencing platforms may be utilized for the training(s).

#### **PROJECT RECORD DOCUMENTS (PREFERRED FORMAT)**

55. **Requirements Included:**

- (a) Record documents, samples, and specifications;
- (b) Equipment Systems;
- (c) Product data, materials and finishes, and related information;

- (d) Operation and maintenance data; and,
- (e) Warranties.

56. **Related Requirements:**

- (a) Shop drawings, product data and samples;
- (b) Construction Schedule; and,
- (c) Individual Specifications: Specific requirements for operation and maintenance data.

57. **Quality Assurance:**

Prepare instructions and data by personnel experienced in maintenance and operation of described products.

Format

- (a) Organize data in the form of an instructional manual, index by specification;
- (b) Binders; commercial quality, 215mm x 279mm, maximum size, ring style;
- (c) When multiple binders are used, correlate data into related consistent groupings;
- (d) Cover: Identify each binder with typed or printed title "Project Record Documents", list title of project and identify subject matter of contents;
- (e) Arrange content under section numbers and in same sequence as Table of Contents;
- (f) Provide tabbed fly leaf for each separate product and system, with typed description of product and major component parts of equipment;
- (g) Tests: Manufacturer's printed data or typewritten data on 20lb. paper; and,
- (h) Submit sample binder and index for review and approval prior to proceeding.

58. **Contents Each Volume:**

Table of Contents: Provide title of project: names, addresses and telephone numbers of Contractor with name or responsible party; schedule of products and systems, indexed to content of the volume.

For Each Product of System: List names, addresses and telephone numbers of subcontractors and Contractors, including local source of supplies and replacement.

Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation; delete inapplicable information.

Drawings: Supplement product data to illustrate relations of component parts of equipment and system, to show control and flow diagrams.

Type Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating all manufacturers' instructions.

59. **Submission:**

Submit two (2) copies of completed volumes in final form 15 days following final acceptance inspection.

Revise content of documents as identified by the Surrey Fire Chief, or designate.

Submit two (2) copies of revised complete volumes of data in final form as well as one (1) reproducible copy of all as-built, Agreement and shop drawings at application for final payment.

Provide electronic [.pdf] format complete manuals on CD Rom structured per hardcopy and complete with navigational tools. Information contained within electronic manuals shall be maintainable and updatable in Microsoft Excel or Word format, balancing schematic diagrams in AutoCAD [latest version].

60. **Recording “As Built” Conditions:**

Record information on a set of blue or blackline drawings and in a copy of project manual at the commencement of the project.

Record information concurrently with construction progress. Do not conceal work until required information is recorded.

61. **Agreement drawings and shop drawings:** Legibly mark each item to record actual construction, including:

- (a) measured locations of internal utilities and appurtenances, concealed elements of mechanical and electrical services referenced to visible and accessible features of construction and building grid lines;
- (b) field changes of dimension and detail;
- (c) changes made by change orders;
- (d) references to related shop drawings and modifications; and
- (e) refer to mechanical and electrical specifications for additional specific technical requirements.

62. **Specifications:** Legibly mark each item to record actual construction, including:

- (a) manufacture, trade names, and catalogue number of each project actually installed, particularly optional items and substitute items; and,
- (b) changes made by addenda and Change Orders.

63. **Other Documents:** Maintain manufacturer’s certifications, inspection certifications and field test records required by individual specifications sections.

64. **Equipment and Systems:** For each item of equipment and each system include description of unit or system, and component parts. Give function, normal operation characteristics and limiting conditions.



Include performance curves, with engineering data and tests, and complete nomenclature and commercial number of replacement parts.

Provide electrical service characteristics, controls and communications.

Include installed colour coded wiring diagrams.

65. **Operating Procedures:** Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping shutdown and emergency instructions. Include summer, winter and any special operating instructions.

66. **Maintenance Requirements:** Include routine procedures and guide for troubleshooting, disassembly, repair and reassembly instructions; and alignment, adjusting, balancing and checking instructions.

(a) Provide service and lubrication schedule, and list of lubricants required;

(b) Include manufacturers' printed operation and maintenance instructions;

(c) Include sequence of operation by controls manufacturers;

(d) Provide original manufacturer's parts list, illustrations, assembly drawings and diagrams required for maintenance;

(e) Provide installed control diagrams by controls manufacturer;

(f) Provide Contractor's coordination drawings, with installed colour coded piping diagrams;

(g) Provide charts of valve tag numbers, with location and function of each valve keyed to flow and control diagrams;

(h) Include test and balance reports; and,

(i) Additional requirements: As specified in individual specification sections.

67. **Materials and Finishes:**

**Applied Materials and Finishes:** Include product data, with catalogue number, size, composition, and colour and texture designations. Provide information for re-ordering custom manufactured products.

**Instruction for Cleaning Agents and Methods:** Precautions against detrimental agents and methods, and recommend schedule for cleaning and maintenance.

**Moisture Protection and Weather-Exposed Products:** Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommend schedule for cleaning and maintenance.

68. **Warranties:** Separate each warranty as described in Sections 67 through 70 with index tab sheets keyed to the Table of Contents listing.

List subcontractors, Contractor and manufacturer, with name, address and telephone number of responsible principal.

Obtain warranties executed in duplicate by Contractors, Contractors and manufacturers within ten (10) days after completion of the applicable item of work.

Except for items put into use with the City's permission, leave data of beginning of time of warranty until the date of final inspection and acceptance is determined.

Verify that documents are in proper form and contain full information.

Co-execute submittals when required.

Retain warranties until time specified for submittal.

## **TECHNICAL AND FUNCTIONAL REQUIREMENTS**

69. The City has identified and described the technical and functional specifications and requirements in more detail in Schedule B1 – Form of Quotation, these technical and functional specifications and requirements are based on a general performance type specification pursuant to which the Contractor shall be responsible for designing, fabricating, assembling, testing and finishing the Goods, in compliance with the requirements of the RFQ. Included within these specifications and requirements may be specified components, equipment and systems, usually accompanied by the phrase “or approved equal.” Such components, equipment and systems, or deviations and substitute items specifically approved by the City, shall be provided as part of the completed Goods under the RFQ. The City's specification of such components, equipment and systems or the approval of such items, however, shall not relieve the Contractor of any obligations under the Agreement since the City expects and is relying on the Contractor, in designing and testing the Goods, to verify suitability and safety of materials, components, equipment, systems and items before incorporating them into the design, fabrication or assembly of the Goods provided by the Contractor.

**Schedule B-1 may be viewed and/or downloaded from the City of Surrey's Managed File Transfer Service (MFT):**

In the URL, or address field at the top, enter the following address: <https://mft.surrey.ca/> and hit “enter”.

Enter “surreybid” as the User Name, “Welcome” as the password and then click “Login”

<https://mft.surrey.ca/>

Login ID: surreybid

Password: Welcome

Locate Folder: 1220-040-2023-062



**SCHEDULE B – FORM OF QUOTATION**

**RFQ Title: Supply and Delivery of Two (2) [More or Less] Heavy Duty Triple Combination Pumper and/or Rescue Trucks**

**RFQ No.: 1220-040-2023-062**

**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.

**Changes and Additions to Specifications:**

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):

**Section Requested Departure(s) / Alternative(s)**

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**Please State Reason For Departure(s):**

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4. The City requires that the successful Contractor have the following in place before providing the Goods and Services:
- (a) Workers' Compensation Board coverage in good standing and further, if an "Owner Operator" is involved, personal operator protection (P.O.P.) will be provided, Workers' Compensation Registration Number \_\_\_\_\_;
  - (b) Prime Contractor qualified coordinator is Name: \_\_\_\_\_ and Contact Number: \_\_\_\_\_;
  - (c) Insurance coverage for the amounts required in the proposed Agreement as a minimum, naming the City as additional insured and generally in compliance with the City's sample insurance certificate form available on the City's Website at [www.surrey.ca](http://www.surrey.ca) search [Standard Certificate of Insurance](#);
  - (d) City of Surrey or Intermunicipal Business License: Number \_\_\_\_\_;
  - (e) If the Contractor's Goods and Services are subject to GST, the Contractor's GST Number is \_\_\_\_\_; and
  - (f) If the Contractor is a company, the company name indicated above is registered with the Registrar of Companies in the Province of British Columbia, Canada, Incorporation Number \_\_\_\_\_.

As of the date of this Quotation, we advise that we have the ability to meet all of the above requirements **except as follows** (list, if any):

**Requested Departure(s):**

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**Please State Reason for the Departure(s):**

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5. The Contractor acknowledges that the departures it has requested in Sections 3 and 4 of this Quotation will not form part of the Agreement unless and until the City agrees to them in writing by initialing or otherwise specifically consenting in writing to be bound by any of them.

**Changes and Additions to Specifications:**

6. 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):

Section	Requested Departure(s) / Alternative(s) / Additions
<hr/>	<hr/>
<hr/>	<hr/>

**Please State Reason For Departure(s):**

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7. I/We have reviewed the RFQ Attachment 1 – Agreement – Goods, Schedule A – Specifications of Goods. The Contractor should set out in its Quotation in detail how its proposed technical and functional solution meets the technical and functional specifications/requirements of RFQ Attachment 1 – Agreement – Goods, Schedule A – Specifications of Goods. Any variance from those technical and functional specifications/requirements should be clearly pointed out by the Contractor in its Quotation, including where conflicts may exist between the Contractor’s proposed solution and the technical and functional specifications/requirements as described therein.

8. Contractors should complete and include with their Quotation the City’s Schedule B-1 – Technical and Functional Specifications / Requirements Response Matrix response Form worksheets. The response form worksheets may be viewed and/or obtained at the Managed File Transfer Service (MFT) link noted below. Printing will be the sole responsibility of the Contractor.

**Schedule B-1 may be viewed and/or downloaded from the City of Surrey’s Managed File Transfer Service (MFT):**

In the URL, or address field at the top, enter the following address: <https://mft.surrey.ca/> and hit “enter”.

Enter “surreybid” as the User Name, “Welcome” as the password and then click “Login”

<https://mft.surrey.ca/>

Login ID: surreybid

Password: Welcome

Locate Folder: 1220-040-2023-062

9. Each Quotation should be accompanied by a set of "Contractor's Specifications" consisting of a detailed description of the Good proposed and to which Good should conform. Computer run-off sheets are not acceptable as descriptive literature. The specifications should indicate size, type, model and make of all component parts and equipment.
10. Warranty. Contractor should provide information on its ability to meet the warranty terms set forth in the Agreement and specify any warranties in addition to those provided in Attachment 1 – Quotation Agreement - Goods. Contractor should submit with its Quotation a detailed program for in-house warranty work to be performed by the City's Fire Services mechanical division staff with the Contractor reimbursing the City for all expenses and supply whatever parts, assemblies, systems, etc., that are necessary to complete the repairs.

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### **Fees and Payments**

11. In accordance with the RFQ, which terms and conditions I/we have carefully examined and agree to, the undersigned hereby submits a firm Quotation for the design, construction and delivery of the vehicle(s) in accordance with the Specifications for the price(s) as listed below, delivered F.O.B. City of Surrey, Fire Hall #9, Mechanical Division, 14901 – 64<sup>th</sup> Avenue, Surrey, British Columbia, V3S 1X8, Canada. The City may negotiate pricing adjustments based on price changes from the manufacturer. The Contractor will be expected to provide factory invoices to justify increases.

The following price(s) include and covers all duties, taxes, handling and transportation charges, and all other charges incidental to and forming part of this Quotation. The Contractor shall be responsible for customs clearance and payment of any duties and/or taxes owing at time of importation into Canada, as applicable.

**[END OF PAGE]**

11.1. Quotation 1A: Triple Combination Pumper		
State Year, Make & Model:		
Item	Description	Unit Cost (CDN\$)
1	Unit Price for <b>Triple Combination Pumper</b>	\$
3	Province of B.C. Environmental Levy (Battery)	\$
4	Province of B.C. Advance Disposal Fee (Tires)	\$
5	Air Conditioning Surcharge	\$
6	Other Fees/Levies (please state)	\$
	a)	\$
	b)	\$
	c)	\$
7	Subtotal:	\$
8	GST (5%)	\$
9	PST (7%)	\$
10	<b>Total Quotation Price:</b>	<b>\$</b>
<p><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.</p>		
11	Pricing is firm until (State Date):	
12	Delivery Date after award notification (State in days):	
13	Manufacturers Warranty (State Warranty):	
14	Body Warranty (State Warranty):	
15	Warranty repairs shall be performed at:	
16	Please check if applicable: British Columbia Certified	<input type="checkbox"/>
<p><i>All Pricing in Canadian Dollars. All costs to meet the preferred specifications shall be included in the above Total Quotation Price.</i></p>		

11.2. Quotation 1B: Rescue Truck		
State Year, Make & Model:		
Item	Description	Unit Cost (CDN\$)
1	Unit Price for <b>Rescue Truck</b>	\$
3	Province of B.C. Environmental Levy (Battery)	\$
4	Province of B.C. Advance Disposal Fee (Tires)	\$
5	Air Conditioning Surcharge	\$
6	Other Fees/Levies (please state)	\$
	a)	\$
	b)	\$
	c)	\$
7	Subtotal:	\$
8	GST (5%)	\$
9	PST (7%)	\$
10	<b>Total Quotation Price:</b>	<b>\$</b>
<p><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.</p>		
11	Pricing is firm until (State Date):	
12	Delivery Date after award notification (State in days):	
13	Manufacturers Warranty (State Warranty):	
14	Body Warranty (State Warranty):	
15	Warranty repairs shall be performed at:	
16	Please check if applicable: British Columbia Certified	<input type="checkbox"/>
<p><i>All Pricing in Canadian Dollars. All costs to meet the preferred specifications shall be included in the above Total Quotation Price.</i></p>		



## 12. Indicative Design Submittal

Each Quotation should be accompanied by an indicative design. The indicative design should represent a full size, conceptual, blueprint type of drawings and detailed engineering drawings of the Goods, representing a level of design sufficient to enable a thorough evaluation of the Contractor's design concepts. Such drawings should be drawn to scale using a CAD program to ensure accurate and professional drawings.

These drawings should address following views:

- (i) top view (entire truck);
- (ii) front end view;
- (iii) rear end view;
- (iv) left side view;
- (v) right side view; and

Contractor should:

- (a) show the overall dimensions and configuration of the Goods and the arrangement of compartments and equipment storage;
- (b) be consistent with the technical and functional requirements set out in Schedule A – Specifications of Goods;
- (c) clearly indicate, to scale, all exterior portions of the Goods, including controls, lights, railings, gauges, etc.; and
- (d) provide a narrative that further describes the key features and innovative aspects of the Contractor's design concept.

13. **Optional Work**

The following is a list of Optional Work. The following Unit Prices are to include all fees, levy's, and taxes per unit: Province of B.C. ENVIRONMENTAL LEVY (Lead Acid Batteries), Province of B.C. Advance Disposal Fee (Tires), Air Conditioning Surcharge, Other Fees/Levies (please state), GST, and PST.

Line Item	Description	Unit Price (CDN \$)
<b><u>TRIPLE COMBINATION PUMPER:</u></b>		
OP-1	Unit Price if Two Triple Combination Pumpers Delivered	\$ _____
OP-2	Unit Price if Three Triple Combination Pumpers Delivered	\$ _____
<b><u>RESCUE:</u></b>		
OP-3	Unit Price if Two Rescue Trucks Delivered	\$ _____
OP-4	Unit Price if Three Rescue Trucks Delivered	\$ _____
<b><u>MISCELLANEOUS:</u></b>		
OP-5 <sup>1</sup>	Performance Bond at 50% of the Quotation Price:	\$ _____
	Labour and Material Payment Bond at 50% of the Quotation Price:	\$ _____
OP-6 <sup>2</sup>	Directional Lighting LED - Option 1:	\$ _____
OP-7 <sup>3</sup>	Directional Lighting LED - Option 2:	\$ _____
OP-8 <sup>4</sup>	Directional Lighting LED – Option 2:	\$ _____

<sup>1</sup> Refer to Section 59 of the Agreement "Performance Security"

<sup>2</sup> Refer to the Technical and Functional Specifications Response Matrix Response form worksheets, Section VIII) Lighting Systems, sub-section 4.12

<sup>3</sup> Refer to the Technical and Functional Specifications Response Matrix Response form worksheets, Section VIII) 4.13 under "Lighting Systems

<sup>4</sup> Refer to the Technical and Functional Specifications Response Matrix Response form worksheets, Section XI). sub-section 4.01 under "Options and Requirements"

**14. Pricing for Pre-Production Meeting and Inspections**

The following tables are a list of optional price(s) to the work and forms part of this RFQ, upon the acceptance of any or all of the optional prices(s). The optional prices are an addition to the Total Quotation Price and do not include GST. DO NOT state a revised Total Quotation Price.

Pricing for in-person options should include all costs for travel (commercial transportation [i.e., airfare] to and from Surrey, British Columbia to meeting/manufacture site and local travel [to and from airport]), meals and accommodation and hosting two (2) Surrey Fire Department Representatives, for three (3) individual and consecutive eight (8) hour days dedicated to meeting and inspection meetings as set out in Schedule B – Form of Agreement. It is preferred that a minimum of three (3) weeks’ notice be provided to the Fire Department representative(s) to allow for proper arrangements to be made.

<b>Table 1 – Pre-Production Meeting</b>		
<b>Description</b>	<b>Option A: Price for In-Person Meeting</b>	<b>Option B: Price (if any) for Video conference</b>
Pre-Production meeting held at a designated City facility in accordance with the provisions as set out in section 25. of the Agreement.	\$	\$

<b>Table 2 – Inspections#1 through #3</b>		
<b>Description</b>	<b>Option A: Price for In-Person Meeting<sup>5</sup></b>	<b>Option B: Price (if any) for Photo inspections only</b>
Inspection #1 – Inspection of Cab, Chassis and Main Fire Pump. Price to include three (3) days of dedicated cab, chassis and main fire pump inspection meeting time, for the attendance of two (2) Fire Department representatives (not including travel time).	\$	\$
Inspection #2 – Inspection of pump installation, all plumbing, and structural body installed, and, primed and ready for paint. Price to include three (3) days of dedicated cab, chassis and main fire pump inspection meeting time, for the attendance of two (2) Fire Department representatives (not including travel time).	\$	\$

<sup>5</sup> For Table 2 – In person meetings pricing to include the supply of photographs and detailed inspection documents to the City.

<b>Table 2 – Inspections#1 through #3</b>		
<b>Description</b>	<b>Option A: Price for In-Person Meeting<sup>5</sup></b>	<b>Option B: Price (if any) for Photo inspections only</b>
Inspection #3 – Pre-Delivery. Price to include three (3) of dedicated cab, chassis and main fire pump inspection meeting time, for the attendance of two (2) Fire Department representatives (not including travel time).	\$	\$

<b>Table 3 – In Person Third Party Factory Inspection</b>	
<b>Description</b>	<b>Price for Third Party Inspection</b>
For Inspection #3 – Includes photographs and detailed inspection documents, and an inspection completed at the Contractor’s plant by an independent party.	\$

**Preliminary Production and Delivery Schedule:**

15. Contractors should provide for each Good a preliminary production schedule and delivery schedule, with committed timelines for the construction of each Good with a delivery date at the Delivery Point. It is preferred that the preliminary production schedule be prepared in the form of a Gantt Chart or in a similar format.
16. The Contractor will supply and deliver the Goods that meet the specifications set out in Schedule A – Specifications of Goods of the Agreement. The Contractor will complete and deliver to the Delivery Point each Good in accordance with the following schedule.

<b>Triple Combination Pumper ("TCP")</b>	<b><u>Completion Date</u></b>	<b><u>Delivery Date</u></b>
If One TCP Ordered:	_____	_____
If Two TCP’s Ordered	_____	_____
If Three TCP’s Ordered	_____	_____

<b>Rescue (“RES”)</b>	<b><u>Completion Date</u></b>	<b><u>Delivery Date</u></b>
If One RES Ordered:	_____	_____
If Two RES’s Ordered	_____	_____
If Three RES’S Ordered	_____	_____

Note: While the City anticipates purchasing up to 2 units (any combination of the above), there is no guarantee of any volume of purchase.

**Experience, Reputation and Resources:**

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

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18. Contractor should describe the level of research and development investment you make in your projects:

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19. Performance History. Provide the number of Goods similar to the proposed model delivered in the past five years, including timeframes for delivery. Provide a copy of recall notices and Fleet Defects issued for the proposed model during the previous five years along with the number of affected Goods in service.

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20. **Key Personnel**

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):

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

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

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

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

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

20.1. Preference may be given to a Contractor and proposed personnel that demonstrate knowledge and experience involving the successful design, development and manufacturing goods similar to the Goods. Each Contractor should make clear in its Quotation its relevant knowledge and experience, and that of its proposed key personnel. Without limiting the foregoing, each Contractor should provide copies of Emergency Vehicle Technician (EVT) certifications for its current staff of technicians at its service center.

\_\_\_\_\_

\_\_\_\_\_

21. 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>

22. Operational Facility: Contractors should provide satisfactory evidence that it has an operational facility adequate for the manufacture of the Goods that it intends to furnish, as well as documented experience of construction of multiple goods similar to those which are the subject of the Quotation and their successful operation for periods of years. (It is the intention of the City to purchase heavy duty fire apparatus of proven design, and not prototypes.)

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23. 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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24. Contractors financial strength (with evidence such as financial statements, bank references:

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**Training and Support Services, On-Call Support and On-Site Service, Parts Support and Warranty:**

25. Training and Support Services. (Refer to Sections 47 through 55 of Schedule A – SPECIFICATIONS OF GOODS. Contractor should provide a description of the general approach and methodology that the Contractor would take in performing the training and support services described in the Agreement:

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26. On-Call Support and On-Site Service.

(a) What technical and engineering support could the Contractor provide to the City? Please include location these services will be provided and how the City's needs will be addressed in critical times. Please include the breadth and depth of this support.

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(b) What technical and engineering support could be provided by original equipment manufacturers (OEM) that supports the major components in each Good (e.g., engine, transmission, chassis, wiring)? Please provide letters of assurance from OEM's, if possible.

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(c) What and how would technical liaison and field services will be supplied to the City by the Contractor?

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(d) How field service team member's abilities, experience, and qualifications could meet the City's expectation of a high level of support? Contractor should provide an organizational chart showing current BC based personnel names and titles.

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27. Replacement Parts Support (Refer to Sections 88 through 90 of the Agreement.):

Contractor should:

(a) Identify the location of the parts provider the Contractor now maintains or agrees to establish and the hours of operation. Please identify the parts providers that OEM suppliers of major components within North America that will support the supply chain of components on the Goods.

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(b) Describe how the Contractor's parts supply team member's abilities, experience and qualifications will meet the City's expectation of high level of support.

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- (c) State what parts of engine, transmission, running gear, chassis, body and equipment the Contractor will carry in its parts service centre or directly supported through a North American supply chain by other parties or Original Equipment Manufacturers.

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**Corporate Environmental Sustainability:**

28. Contractor should describe their sustainability initiatives relating to the environmental impacts. The environmental attributes (green) of their Goods. Information pertaining to its environmental policies, programs and practices. Confirm that the Contractor complies with any applicable objective.

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29. 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)

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

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

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