



## **REQUEST FOR OFFER**

**Title:** SURPLUS FOR SALE – OLYMPIA ICE RESURFACER

**Reference No.:** 1220-040-2017-064

## REQUEST FOR OFFER

### SURPLUS FOR SALE – OLYMPIA ICE RESURFACER

#### 1. OFFER

- 1.1 The City of Surrey (the “**Seller**”) has the following Olympia Ice Resurfacer for sale and is accepting Offers (the “Offer”) on the following:

#### 1. Olympia Ice Resurfacer

Model: Millennium

Year: 2006

Model: RM060425206

This machine has been a spare and not actively being used. It does run, although we have not used it for an ice clean for a while. The board brush will need to be repaired.



## **INSTRUCTIONS TO PURCHASERS**

### **1.2 Address for Offer Delivery**

An Offer should be labelled with the Purchasers name, Request for Offer title and number. An Offer should be submitted in the form attached to this Request for Offer.

The Seller prefers electronic submissions of Offer as follows:

The Purchaser should submit the Offer to the Seller by email at: [purchasing@surrey.ca](mailto:purchasing@surrey.ca).

PDF emailed Offers are preferred and the Seller will confirm receipt of emails. Note that the maximum file size the Seller can receive is 10Mb. If sending large email attachments, Purchasers should phone to confirm receipt. A Purchaser bears all risk that the Seller's equipment functions properly so that the Seller receives the Offer.

### **1.3 Date**

The Seller would prefer to receive Offers on or before **Wednesday June 14<sup>th</sup>, 2017**. The Seller's office hours are 8:30 a.m. to 4:00 p.m., Monday to Friday, except statutory holidays.

### **1.4 Scheduled Site Viewing**

Viewing of the Olympia Ice Resurfacer will be available, by appointment only. To view these units, contact:

Chris Gain  
City of Surrey: Arena Operations Manager, Parks Recreation & Culture  
Phone: 604-591-4792  
Email: [CGain@surrey.ca](mailto:CGain@surrey.ca)

Viewing is restricted to weekdays between 8:30AM and 3:00PM.

### **1.5 Inquiries**

All inquiries related to this competition should be directed in writing to:

Name: Richard D. Oppelt, Purchasing Manager  
E-mail: [purchasing@surrey.ca](mailto:purchasing@surrey.ca)  
Reference: 1220-040-2017-064

### **3. TERMS AND CONDITIONS OF SALE**

1. The Seller warrants that (1) the Seller is the legal owner of the Ice Resurfacer; (2) the Ice Resurfacer is free from all liens and encumbrances; (3) the Seller has full right and authority to sell and transfer the Ice Resurfacer; and (4) the Seller will warrant and defend the title of the Ice Resurfacer against any and all claims and demands of all persons.
2. Inspection prior to submitting an Offer is the responsibility of the prospective Purchaser.
3. The highest or any Offer will not necessarily be accepted. The Seller reserves the right to reject any or all Offers; or to accept any Offer as may be deemed in the best interests of the Seller. The Seller reserves the right to negotiate sales, pricing, or terms and conditions with any prospective Purchaser(s) without informing other prospective Purchasers.
4. The Seller reserves the right to withdraw any Ice Resurfacer from sale at any time.
5. The Purchaser releases the Seller from any or all liability for personal injury, death, property loss, damage or destruction, or economic loss resulting from the Purchaser's entry onto Seller premises and/or removal of the Ice Resurfacer or subsequent use or operation of the Ice Resurfacer or any items associated with it. The Purchaser also agrees to save the Seller harmless from any or all claims arising from such events.
6. A deposit is not required with any Offer submitted.
7. Payment shall be made within ten (10) working days of acceptance of the Offer by the Seller or as otherwise negotiated. Certified cheque, money order, or bank draft that are recognized in Canada, are acceptable payment methods, payable to the Seller.
8. The B.C. Provincial Sales Tax (7%) will be charged unless an exemption certificate is provided. The Goods and Services Sales Tax (5%) will be charged.
9. The Seller will not be liable for loss, damage, or destruction from any cause whatsoever of the Ice Resurfacer sold, but should any Ice Resurfacer be withdrawn, lost or destroyed during the period allowed for removal and prior to actual removal thereof, the Seller will refund to the Purchaser any monies paid as the price of, or on account of, the Ice Resurfacer so lost or destroyed.
10. The Purchaser shall not assign or transfer the sale agreement without the written consent of the Seller.
11. In the event that the Purchaser fails to remove the Ice Resurfacer within the time specified in the agreement, the Seller may, without prejudice to any other remedies, cancel the contract and resell the Ice Resurfacer without notice to the Purchaser, and retain as liquidated damages any deposit or amount paid on account of the Ice Resurfacer. The Purchaser shall lose all claim to and interest in the Ice Resurfacer and may be held responsible for all loss, cost and expense incurred by the Seller due to the Purchaser's failure or default.

12. The Purchaser is responsible for arranging shipping for the Ice Resurfacer at their expense.
13. The Seller will not be responsible for any failure in electronic communications that may occur during this sale process.

F.O.B Point  
City of Surrey  
Surrey Sports & Leisure Complex  
16555 Fraser Highway  
Surrey, B.C. V4N 0E9

14. The Purchaser will be deemed to have carefully examined this Offer, including the attached Bill of Sale (attachment 1) prior to preparing and submitting an Offer with respect to any and all facts which may influence the purchase.

## FORM OF OFFER

**Project Title:** Surplus for Sale – Olympia Ice Resurfacer

**Reference No.:** 1220-040-2017-064

**Purchaser Name:** \_\_\_\_\_

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

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

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

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

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

1. The Purchaser offers to purchase the Olympia Ice Resurfacer from the Seller for the prices plus applicable taxes as follows:

Item #	Item Description	Price Offered	
1	Olympia Ice Resurfacer		
CURRENCY: Canadian		Subtotal:	\$
		GST (5%):	\$
		BC PST (7%):	\$
		<b>TOTAL PRICE OF OFFER:</b>	<b>\$</b>

**This Offer** is submitted by this \_\_\_\_\_ day of \_\_\_\_\_ [month], \_\_\_\_\_ [year].

**I/We have the authority to bind the Purchaser.**

\_\_\_\_\_  
(Legal Name of Purchaser)

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

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

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

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

**ATTACHMENT 1  
SALE AGREEMENT**

**This Agreement** dated the \_\_\_\_\_ day of \_\_\_\_\_ 2016.

**BETWEEN:**

**CITY OF SURREY**

(the "**Seller**")

**OF THE FIRST PART**

**AND:**

(the "**Purchaser**")

**OF THE SECOND PART**

**WITNESSES THAT**, the Seller issued RFQ #1220-040-2017-064 and the Purchaser submitted an Offer on \_\_\_\_\_, 2017 and for good and valuable consideration now paid by the Purchaser to the Seller (the receipt and sufficiency whereof is hereby acknowledged by the Seller), the Seller hereby agrees to sell to the Purchaser and the Purchaser hereby agrees to purchase from the Seller the \_\_\_\_\_ as herein defined, on the following terms and conditions:

**1. DEFINITIONS**

1.1 In this Agreement:

- (a) "**Effective Date**" means the date upon which the Purchaser picks up the Ice Resurfacer; and
- (c) "**Purchase Price**" means the sum of CAN \$\_\_\_\_\_ plus Federal Goods and Services Tax (5%) and British Columbia Provincial Sales Tax (7%) applicable PST.

## **2. PURCHASE PRICE**

2.1 The Purchaser shall pay the Purchase Price to the Seller before the Effective Date.

## **3. TITLE**

3.1 Title to the Ice Resurfacer shall vest in the Purchaser on the Effective Date.

## **4. DELIVERY**

4.1 Delivery of the Ice Resurfacer to the Purchaser shall be deemed to have occurred when the Purchaser picks up the equipment.

## **5. RISK**

5.1 The Purchaser shall indemnify and save harmless the Seller from and against all claims, actions, suits, proceedings, demands, assessments, judgment, charges, penalties, costs and expenses (including the full amount of any legal expenses invoiced to the Seller) which arise or are made or claimed against or suffered or incurred by the Seller as a result of the Purchaser's use or operation of the Ice Resurfacer.

## **6. REPRESENTATIONS AND WARRANTIES**

6.1 The Seller warrants that (1) the Seller is the legal owner of the Ice Resurfacer; (2) the Ice Resurfacer is free from all liens and encumbrances; (3) the Seller has full right and authority to sell and transfer the Ice Resurfacer; and (4) the Seller will warrant and defend the title of the Ice Resurfacer against any and all claims and demands of all persons.

6.2 The Ice Resurfacer is being sold in an "as is" condition and the Seller expressly disclaims all warranties, whether expressed or implied, including but not limited to, any implied warranty of merchantability or fitness for a particular purpose. Further the Seller disclaims any warranty as to the condition or working order of the Ice Resurfacer. The Seller disclaims any warranty as to the condition or working order of the Ice Resurfacer. The Seller does not assume, or authorize any other person to assume on the behalf of the Seller, any liability in connection with the sale of the Ice Resurfacer. The Seller's above disclaimer of warranties does not, in any way, affect the terms of any applicable warranties from the manufacturer of the Ice Resurfacer.

6.3 The Purchaser has been given the opportunity to inspect the Ice Resurfacer or to have it inspected and the Purchaser has accepted the Ice Resurfacer in its existing condition.

## **7. TIME OF THE ESSENCE**

7.1 Time is of the essence hereof.



## **8. PROPER LAW**

- 8.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the parties hereto attorn to the jurisdiction of the courts of British Columbia.

## **9. SEVERABILITY**

- 9.1 If for any reason any provision contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, then at the option of the Seller such provision will be severable from and shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.

## **10. WAIVER**

- 10.1 A waiver of any of the terms, covenants, conditions, or provisions hereof or any of the obligations hereunder shall apply to the particular instance and at the particular time only, and no such waiver shall be deemed a continuing waiver.

## **11. EXECUTION**

- 11.1 This Agreement may be executed in several counterparts, each of which when executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. The execution of this Agreement shall not become effective until all counterparts hereof have been executed by the Purchaser and the Seller.
- 11.2 This Agreement may be executed and delivered by facsimile or other means of electronic communication producing a printed copy and this Agreement shall be deemed to have been effectively executed and delivered as of the date of such transmission provided originally executed copies of this Agreement are delivered to each party hereto within 10 days thereafter.

## **12. NOTICES**

- 12.1 Each communication to be made hereunder may be made by letter, facsimile or other means of electronic communication producing a printed copy. Any communication or document to be made or delivered by one person to another pursuant to this Agreement shall (unless that other person has, by 15 days written notice to the other person, specified another address) be made or delivered to that other person as follows;

(a) with respect to the Seller:

**CITY OF SURREY**

(b) with respect to the Purchaser:

In the case of any communication made by facsimile or other electronic communication such communication shall be deemed to have been made or delivered when dispatched.

In the case of any communication made by letter, such communication shall be deemed to have been made or delivered to the respective party and address noted above five (5) business days after being mailed by prepaid registered mail.

### **13. ENUREMENT**

13.1 All grants, covenants, provisions, conditions, agreements, representations, warranties, stipulations, rights, powers, privileges and liabilities contained or provided for herein will be read, held and construed as made, undertaken and entered into by and with, granted to, imposed and binding upon, and enuring to the benefit of the parties hereto and their respective successors and assigns, as the case may be.

**IN WITNESS WHEREOF** the Seller and Purchaser have executed this Agreement the day and year first above written.

**CITY OF SURREY**

by its authorized signatory

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**[PURCHASER]**

by its authorized signatory

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