

REQUEST FOR QUOTATIONS

Title: Supply and Delivery of 16,500lb Truck with Flat Deck with Tail Lift

Reference No.: 1220-040-2024-047

FOR THE SUPPLY OF GOODS - VEHICLES

(General Services) Issue Date: May 31, 2024

TABLE OF CONTENTS

| 1. | INTRODUCTION | 3 |
|-----|--|----|
| 2. | ADDRESS FOR DELIVERY | 3 |
| 3. | DATE | 3 |
| 4. | INQUIRIES | 3 |
| 5. | ADDENDA | 4 |
| 6. | QUOTATION PRICE | 4 |
| 7. | NO AGREEMENT | 5 |
| 8. | ACCEPTANCE | 5 |
| 9. | CONTRACTOR'S EXPENSES | 5 |
| 10. | CONTRACTOR'S QUALIFICATIONS | 5 |
| 11. | CONFLICT OF INTEREST | 5 |
| 12. | SOLICITATION OF COUNCIL MEMBERS, AND CITY STAFF | 5 |
| 13. | CONFIDENTIALITY | 5 |
| 14. | SIGNATURE | 6 |
| 15. | EQUIVALENTS, SUBSTITUTIONS, ALTERNATIVES | 6 |
| 16. | OPTIONAL WORK | 7 |
| 17. | RESERVATION OF RIGHTS | 7 |
| ΑT٦ | FACHMENT 1 – DRAFT QUOTATION AGREEMENT – GOODS | 9 |
| SCI | HEDULE A – SPECIFICATIONS OF GOODS | |
| | Part I – General Requirements | |
| | Part II – Technical and Functional Requirements | 25 |
| SCI | HEDULE B – FORM OF QUOTATION | 31 |
| | HEDULE B-1 – PREFERRED TECHNICAL AND FUNCTIONAL REQUIREMENTS | 37 |
| | SPUNSE FURIVI | |

REQUEST FOR QUOTATIONS

1. INTRODUCTION

The City of Surrey (the "City") invites contractors to provide a quotation on the form attached as Schedule B – Form of Quotation and Schedule B-1- Preferred Technical and Functional Requirements Response Form to Attachment 1 – Quotation Agreement (the "Quotation") for the supply and delivery of the goods described in Schedule A – Specifications of Goods to Attachment 1 – Quotation Agreement - Goods (the "Goods"), including the performance of the warranty obligations as described in the Agreement, which include a 20 year life CNG tank. The description of the Goods sets out the minimum requirements of the City. A person that submits a Quotation (the "Contractor") should prepare a Quotation that meets the preferred requirements, and may as it may choose, in addition, also include goods, or terms that exceed the preferred requirements.

2. ADDRESS FOR DELIVERY

The Contractor should submit the Quotation <u>electronically</u> in a single pdf file which must be delivered to the City by email at: <u>purchasing@surrey.ca</u>

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

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

3. DATE

The City would prefer to receive Quotations on or before **June 19, 2024** (the "**Date**").

4. INQUIRIES

All inquiries related to this Request for Quotations (the "**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

Email: purchasing@surrey.ca Reference: 1220-040-2024-047

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

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

5. ADDENDA

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

6. QUOTATION PRICE

The prices set out in the Contractor's Quotation will, applied in accordance with the terms as set out in Attachment 1 – 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 and PST. 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 - 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 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.

7. NO AGREEMENT

This RFQ is simply an invitation for Quotations for the convenience of all parties. It is not a tender and no obligations of any kind will arise from this RFQ or the submission of Quotations.

8. ACCEPTANCE

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

9. CONTRACTOR'S EXPENSES

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

10. CONTRACTOR'S QUALIFICATIONS

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

11. 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.

12. SOLICITATION OF COUNCIL MEMBERS, AND CITY STAFF

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

13. 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.

14. 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.

15. EQUIVALENTS, SUBSTITUTIONS, ALTERNATIVES

Unless otherwise expressly stated, if and wherever the specifications set out in Schedule A – Specifications of Goods to Attachment 1 – 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 set out in Section 3, a Contractor may request, pursuant to Section 4 the City to approve a commodity(ies) (each, an "Equivalency") to be included in a Quotation in substitution for a commodity(ies), indicated in Schedule A – Specifications of Goods to Attachment 1 – 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 to Attachment 1 – Agreement – Goods such that that the proposed Equivalency will serve the purpose for which it is intended to be used equally as well. Applications for an Equivalency should be in writing delivered to the City Representative, accompanied by appropriate supporting information, data, specifications and documentation. The City may request any additional supporting information, data,

specifications and documentation it considers necessary to make a decision with respect to the application. If the City decides in its sole discretion to accept an Equivalency, then the City will provide written confirmation of such acceptance to the Contractor, without notification to other Contractors (subject to the City's discretion under Section 4). The City is not obligated to review or accept any application for an Equivalency. Without limiting the City's discretion as set out in this Section 15, 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 15.

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 to Attachment 1 – Agreement – Goods.

16. 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.

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.
- (d) If the City considers that all Quotations are priced too high, it may reject them all.

ATTACHMENT No. 1 - DRAFT QUOTATION AGREEMENT - GOODS

| Reference RFQ Title: Supply and Delivery of 16,500 ib Truck with Flat Deck and Tall lift | | | |
|--|--|----------|---------|
| RFQ No.: 1220-040- | 2024-047 | | |
| THIS AGREEMENT | dated for reference this | _ day of | , 2024. |
| BETWEEN: | | | |
| | CITY OF SURREY 13450 – 104 th . Avenue Surrey, B.C., V3T 1V8 (the "City") | | |
| AND: | | | |
| | (the "Contractor") | | |

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

SUPPLY AND DELIVERY OF 16,500 LB TRUCK WITH FLAT DECK AND TAIL LIFT

THEREFORE in consideration of the payment of one (\$1.00) dollar and other good and valuable consideration paid by each of the parties to the other (the receipt and sufficiency of which is hereby acknowledged) the City and the Contractor agree as follows:

DEFINITIONS AND INTERPRETATION

- 1. In these General Terms and Conditions:
 - (a) "Agreement" means this agreement and all schedules attached hereto;
 - (b) "Change Order" has the meaning as set out in Section 13;
 - (c) "City" means the City of Surrey;
 - (d) "Completion Date" means the applicable date as set out in Section 6;
 - (e) "Contractor" means a contractor whose Quotation has been accepted by the City and who is supplying the Goods under this Agreement;
 - (f) "**Delivery Date**" means the delivery date(s) for the applicable Goods, as set out in Section 6;
 - (g) "Delivery Point" has the meaning as set out in Section 8;

- (h) "Department Representative" means the Fleet and Garage Manager or designate as the City's designated representative;
- (i) "Goods" means the goods, materials, equipment, supplies, parts, accessories and other items to be supplied by the Contractor pursuant to this Agreement as more particularly described in Schedule A to this Agreement;
- (j) "Indemnitees" has the meaning set out in Section 36;
- (k) "Optional Work" has the meaning set out in Section 16;
- (I) "Purchase Price" means the price quoted by the Contractor and accepted by the City, unless otherwise agreed by the parties in writing, and includes all taxes, duties, freight charges and other charges except GST and PST.
- 2. This Agreement may be modified only by express and specific written agreement. In the event of a conflict between the provisions of any documents listed below, then the documents shall govern and take precedence in the following order:
 - (a) this Agreement;
 - (b) Schedule B Quotation Extracts;
 - (c) Schedule A Specifications of Goods; and
 - (d) other terms, if any, that are agreed to by the parties in writing.
- 3. The following attached Schedules are a part of this Agreement:
 - (a) Schedule A Specifications of Goods; and
 - (b) Schedule B Quotation Extracts.

SUPPLY AND DELIVERY OF GOODS

- 4. The Contractor will supply the Goods in accordance with this Agreement. The Goods supplied will meet the specifications set out in Schedule A Specifications of Goods of this Agreement.
- 5. The Contractor will deliver the Goods free and clear of all liens and encumbrances in the manner and to the destination stipulated. In the event of the Contractor's failure to meet this condition, the Contractor will, on written notice from the City, forthwith return all monies paid by the City on account of the Goods and in addition the City may by written notice terminate this Agreement without liability, and in such event, in addition to the above, the Contractor will be liable for any and all expenses or losses incurred by the City resulting from such failure.
- 6. The Contractor will complete and deliver to the Delivery Point the Good in accordance with the following schedule, unless this Agreement has been terminated sooner in accordance with its provisions:

| | Completion Date | Delivery Date |
|---------------------------------|-----------------|----------------------|
| 16,500 lb. Truck with Flat Deck | | |
| and Tail Lift | | |

7. 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.

DELIVERY POINT

- 8. The Contractor will take steps as required so that all the Goods are properly prepared for delivery and the Goods shall be driven to Fleet/Service Centre, Central Operations Works Yard, 6651 148th Street, Surrey, B.C., Canada, V3S 3C7, Attention: Fleet & Garage Manager between the hours of 8:00 a.m. to 3:30 p.m., Monday through Friday, excluding statutory holidays unless other arrangements have been agreed to in writing from the City (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.
- 9. The Contractor should notify the Fleet & Garage Manager not less than three (3) working days prior to expected delivery / arrival to permit inspection scheduling. The City will not assume any liability for Good delivered to an unauthorized location.
- 10. 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.

CHANGE ORDERS

11. 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.

- 12. 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 delivery timeframe, if any, for the proposed change.
- 13. 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.
- 14. 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.
- 15. 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

- 16. 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.

MARKETABLE TITLE

17. The Contractor warrants that it has or will at the time of the transfer of title as described in Section 18 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

18. 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 19, 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

19. 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.

PURCHASE PRICE

- 20. 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 Quotation Extracts applicable to the Goods less any Contractor or third party discounts (the "**Purchase Price**"), plus applicable GST and PST thereon.
- 21. Despite any price set out in Schedule B Quotation Extracts, the Contractor will extend to the City all manufacturers price concessions, discounts, rebates, and factory incentive pricing whenever available to ensure that the City is provided the best price available.
- 22. The Purchase Price will be the entire compensation owing to the Contractor for the performance of the Contractor's obligations under this Agreement. The Purchase Price is all inclusive and includes, without limitation, all profit and all costs of general management, supervision, support services, insurance, labour, material, equipment, transportation and delivery, import duties and taxes, brokerage, royalties, handling, overhead, financing and all other costs and expenses whatsoever incurred by the Contractor for the supply and delivery of the Goods.
- 23. The City will pay the Purchase Price to the Contractor in accordance with this Agreement. The Purchase Price shall also include without limitation all costs of boxing, packing, crating, and loading and unloading the Goods at the prescribed destination.
- 24. The Purchase Price will be in Canadian funds, F.O.B. Destination, Freight Prepaid to the Delivery Point.

PAYMENT

- 25. Invoices should include the Contractor's name, address and telephone number, the City's purchase order number, the Contractor's invoice number, the Contractor's GST registration number or an indication that it is not applicable if the Contractor is a small trader, the quantity, tax amount (if any) and the complete Purchase Price calculations, including extensions and discounts.
- 26. The City will pay the invoice, in the amount as the City determines is correct less any deductions for setoffs or holdbacks permitted by this Agreement including, without limitation, those described in this Agreement, within 30 days of the receipt of the invoice, unless the parties have agreed in writing to other payment terms. The payment by the City of any invoice will not bind the City with respect to any subsequent payment or final payment and will not mean that the City has accepted that the Goods are in accordance with the requirements of this Agreement, or that the Contractor is in any manner released from its obligation to comply with this Agreement.
- 27. Unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of Canada.
- 28. Payments to Contractors will be made through Electronic Funds Transfer (EFT), directly into the Contractor's bank account. An EFT application form will be provided to the Contractor for completion.

DEFICIENCIES

- 29. The City shall have a reasonable time to inspect and to accept the Goods. The City may reject any Goods not in accordance with this Agreement, whether due to damage resulting from improper packing, loading, unloading or otherwise. The City shall notify the Contractor of rejection of the Goods whereupon the Goods will be held subject to the disposition by the Contractor. Any costs or expenses incurred by the City as a result of the rejection of the Goods are, immediately upon written demand by the City, payable by the Contractor, and may be set off against any payments owing by the City to the Contractor.
- 30. The City may hold back from payments otherwise due to the Contractor up to 150% of a reasonable estimate, as determined by the City, on account of deficient or defective materials. This holdback may be held, without interest, until replacement Goods are received or such deficiency or defect is remedied.

DEFAULT AND TERMINATION

31. In the event the Contractor does not ship the Goods by the shipping date specified in this Agreement, or does not deliver the Goods by the delivery date specified in this Agreement, or otherwise fails to comply with the requirements of this Agreement, then:

- (a) the City reserves the right to terminate this Agreement, in whole or in part, and in the event of such termination no payment will be owing by the City on account of this Agreement and the Contractor will be liable for any and all expenses or loss resulting from such failure or delay and will return all monies paid by the City; or
- (b) if the City does not terminate this Agreement for late shipping or delivery, the City may deduct and setoff from any payments owing to the Contractor all additional costs the City reasonably incurs on account of the late shipping or delivery.
- 32. 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.
- 33. 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.
- 34. The City will not accept nor be responsible for any restocking charges for any Goods shipped to the City and then, for whatever reason, returned to the Contractor pursuant to this Agreement. The Contractor is to bear all costs including shipping and handling of returned Goods.

WARRANTIES AND INDEMNITIES

35. The Contractor warrants that the Goods shall be free from defects in design, materials, workmanship and title, shall conform in all respects to the terms of this Agreement, shall be fit and suitable and perform satisfactorily for the purposes of municipal public works operations and under the conditions made known to the Contractor by the City or which were reasonably inferable. The Goods shall be at least equal to the higher of national standards or codes (such as, by way of illustration, CSA or ASTM), or standards and codes customarily applicable at the place where the City will use the Goods. The Goods shall be of the best quality, if no quality is specified. This general warranty is independent of and without prejudice to any specific warranty or service guarantee offered by the Contractor or third party manufacturer or supplier of the Goods in connection with the purpose for which the Goods were purchased. The Contractor shall assign to the City any warranty or service guarantee offered by a third party manufacturer or supplier of the Goods. Despite this assignment, if at any time up to one year from the date of delivery or installation (if applicable) the City determines the Goods or any part do not conform to these warranties, the City shall notify the Contractor within a reasonable time after such discovery, and the Contractor shall then promptly correct such nonconformity at the Contractor's expense. Goods used to correct a nonconformity shall be similarly warranted for one year from the date of installation. The Contractor's liability shall extend to all liabilities, losses, damages, claims and expenses incurred by the City caused by any breach of any of the above warranties.

- 36. The Contractor warrants and guarantees that Goods delivered under this Agreement do not infringe any valid patent, copyright or trademark, foreign or domestic, owned or controlled by any other corporation, firm or person, and agrees to indemnify and save harmless the City and all of its elected and appointed officials, officers, employees, servants, representatives and agents (collectively the "Indemnitees"), from and against any and all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) by reason of any claim, action or litigation arising out of any alleged or actual infringement of any patent, copyright or trademark, foreign or domestic, relating to the Goods supplied under this Agreement.
- 37. The Contractor represents and warrants that all Goods delivered under this Agreement shall comply with all applicable codes, statutes, by-laws, rules and regulations, or any federal, provincial, municipal or other competent authority for the time being in force, including any environmental laws and that the Goods are not dangerous to the environment or to person or health.
- 38. The Contractor will indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons which any of the Indemnitees incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Contractor of any obligation of this Agreement, or any wrongful or negligent act or omission of the Contractor or any employee or agent of the Contractor.

ASSIGNMENT OF WARRANTIES

39. Without limiting the generality of Sections 35, the Contractor shall assign to the City as applicable, any warranty or service guarantee offered by a third party manufacturer, distributor, installer or supplier of the Goods. Nothing in this Section relieves the Contractor from any responsibilities under any of the warranty provisions in this Agreement.

INSPECTIONS

40. If this Agreement pertains to the fabrication, assembly or other processing of the Goods, representatives of the City shall be permitted free access at all reasonable times for the purpose of inspection, testing or obtaining information as to the progress of the fabrication, assembly or processing.

SAFETY

41. 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

42. The Contractor covenants and agrees to comply with all the Workers Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information Systems (WHMIS)" Regulations. All "Material Safety Data Sheets (MSDS)" will be shipped along with the Goods and any future MSDS updates will be forwarded.

SHOP DRAWINGS

43. The City may require that shop drawings be submitted by the Contractor for review prior to the delivery of the Goods. The City may require that a qualified registered professional engineer stamp and approve a shop drawing prior to submission. Any review of shop drawings by the City will not relieve the Contractor from its obligation to deliver Goods in full compliance with all requirements of this Agreement.

WAIVER

44. 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

45. 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

46. 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 provided for, and will be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by facsimile, on transmission, or if by mail, five calendar days after posting. The addresses for delivery will be as follows

| | (a) | The City: |
|-------|---|--|
| | | Attention: |
| | (b) | The Contractor: |
| | | Attention: |
| MER | GER AND S | URVIVAL |
| 47. | | sentations, agreements, covenants and obligations set out in this Agreement ve the delivery of the Goods and payment of the Purchase Price. |
| ENTI | RE AGREEI | MENT |
| 48. | Agreemer Goods, ar parties ex | ement, including any other documents expressly included by reference in this at, contains the entire agreement of the parties regarding the provision of the and no understandings or agreements, oral or otherwise, exist between the cept as expressly set out in this Agreement. This Agreement supersedes and I previous agreements between the parties relating to the Goods. |
| 49. | 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. | |
| SIGN | ATURE | |
| 50. | together v | ement may be executed in one or more counterparts all of which when taken will constitute one and the same Agreement, and one or more of the rts may be delivered by fax transmission or as a pdf file. |
| ENU | REMENT | |
| 51. | • | ement shall enure to the benefit of and be binding upon the respective is and permitted assigns of the City and the Contractor. |
| | ITNESS WH vritten above | IEREOF the parties hereto have executed this Agreement on the day and year |
| | OF SURRE | |
| by it | s authorized | I signatory: |
| | | |
| | | |

| (Signature of Authorized Signatory) | |
|---|--|
| (Print Name and Position of Authorized Signatory) | |
| CONTRACTOR | |
| I/We have the authority to bind the Contractor. | |
| (Legal Name of Contractor) | |
| (Signature of Authorized Signatory) | (Signature of Authorized Signatory) |
| (Print Name and Position of Authorized Signatory) | (Print Name and Position of Authorized Signa |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |



SCHEDULE A

SPECIFICATIONS OF GOODS

Consists of:

- PART I GENERAL REQUIREMENTS
- PART II TECHNICAL AND FUNCTIONAL SPECIFICATIONS & REQUIREMENTS



PART I – GENERAL REQUIREMENTS

SCHEDULE A - SPECIFICATIONS OF GOODS

PART I - GENERAL REQUIREMENTS

1. SPECIFICATIONS

The City has a need for the purchase and delivery of one (1) 16,500 lbs. GVW Regular Cab 4x2, Cab & Chassis Configuration 120" CA flat deck truck with tail lift (the "Goods"). The Goods are to be in good operating condition that meets or exceeds the City's Schedule A – Part II Preferred Technical and Functional Specifications and Requirements which sets out the preferred technical and functional specifications and requirements (the "Specifications").

The Contractor will supply the vehicle complete as identified in Schedule B – Form of Quotation. The Contractor will act as project manager to liaise with the subcontractor(s) to provide the vehicle as requested.

Where the City's Specifications of Goods specify dual fuel engine; the Goods should have gaseous prepared engines, capable of running dual fuels (CNG and Gasoline). The Goods shall be supplied with factory approved CNG conversion and shall be warranted by the vehicle manufacturer or the dealer. Conversions which are not factory approved or carry the vehicle manufacturers warranty or dealers warranty are not acceptable. The Contractor shall provide details of the layout and configuration of the installed CNG tank. The installation of the tank shall be done in a manner as to maximize the load carrying space of the trucks. The CNG tanks shall have approximately a twenty-year life.

The Goods are to have a standard road package that meets all legal requirements for operation on public roadways, including the BC Motor Vehicle Act, the Federal Motor Vehicle Safety Act, Work Safe BC Regulations, and to be built in accordance with SAE standards. The Goods shall be delivered with a current Commercial Vehicle inspection certificate.

The City may consider Quotations that deviate to some extent from the Preferred Technical and Functional Specifications, as more particularly described in Schedule A Part II, if it proves to be in the best interest of the City to do so.

Contractor may submit multiple Quotations if several units meeting the preferred Specifications are available. A separate Schedule B – Form of Quotation should be completed in full for each Good.

Brochures or additional specifications may be attached as supplemental information.

2. QUALITY

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

3. PROVISION OF GOODS

The provision of Goods includes, but are not limited to the following:

- Supply and delivery of the Goods as identified in the specifications;
- Provision of local dealer warranty service and replacement parts at no cost to the
 City at a local dealer preferably in the Surrey area; and
- Provision of post-delivery services and parts availability at a local dealer, preferably in the Surrey area.

A qualified and responsible representative of the Contractor shall instruct City personnel in the operation, care and maintenance of the Good, during the pre-delivery inspection. All specifications, drawings, dimensions, warranty and quotations will be reviewed, enabling the City to align equipment within budget guidelines.

4. PRE-DELIVERY AND INSPECTION

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

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

The Contractor shall be responsible for securing any and all inspections required by law, including B.C. Provincial Inspection stickers. Any fee charged for these inspections shall be the sole responsibility of the Contractor.

5. DOCUMENTATION AT TIME OF DELIVERY

The Contractor should provide the following documentation upon delivery:

- KEYS All key [three (3) full sets];
- Manufacturer's Certificate of Origin;
- Warranty documents and certifications;
- One (1) complete <u>Service Manual</u> to cover, but not limited to, tires, engine, batteries,transmission, axles, electrical components to cover the vehicle equipment;
- One (1) Parts Manual covering the entire vehicle equipment;
- One (1) set of <u>As-built Electrical Wiring Schematics</u> to cover any and all wiring not installed by the manufacturer. This diagram to include part numbers and brand names of switches, lights, etc. of part used;

- Complete <u>Parts List</u> of all belts, hoses and filters; including parts numbers, manufacturer and use; and
- A Fluid Capacities in litres.

6. MANUFACTURER'S WARRANTY

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

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

7. PREFERRED TECHNICAL AND FUNCTIONAL SPECIFICATIONS AND REQUIREMENTS

Part II – Technical and Functional Specifications & Requirements of Schedule A define the technical and functional specifications and requirements for the Goods. 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 Agreement. 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 Agreement. 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 A - SPECIFICATIONS OF GOODS

PART II - PREFERRED TECHNICAL AND FUNCTIONAL SPECIFICATIONS AND REQUIREMENTS

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

The following technical and functional specifications and requirements generally define the requirements of a 16,500 lb Truck with Flat Deck and Tail Lift. The Contractor shall provide the information described in this section. Contractors should identify where conflicts may exist between their solution and the preferred specifications and requirements by the City as described below:

Preferred Technical and Functional Specifications and Requirements.

A. Exterior

- 1. Colour White
- 2. Cab & Chassis, 120-inch CA, 205-inch wheelbase
- 3. Trailer tow mirrors, power, and heated glass with spotter mirror and LED side mirror lights
- 4. Install window vent visors on both front doors

B. Engine

- 1. Engine shall be prepared (gaseous prep engine) to run on CNG and gasoline and shall comply with all Provincial and Federal engine emission regulations. It is the supplier and installers responsibility to ensure the engine meets all Canadian exhaust and evaporative emission requirements when running on CNG.
- 2. State engine configuration, size
- 3. Full manufactures or dealers warranty with CNG conversion should be provided
- 4. For CNG option, CNG system to be integrated into manufacturer's engine management system
- 5. For CNG option, CNG system conversion is requested (preference will be given to Prins components)
- 6. Cooling system to -30F

C. Transmission, Brakes

- 1. Automatic transmission, with selectable drive modes, state number of speeds
- 2. Power assisted ABS brakes
- 3. Limited slip differential

D. Fuel Tanks

- 1. The manufacturers gasoline fuel tank shall remain
- 2. CNG tank(s) should be of a size of at least 24 GGE/93GLE (274 litre water capacity 21" dia x 60" long) to give sufficient operating range under normal operating conditions and should be made of composite material Type 4.

The City will also consider larger tanks, and these should be priced separately, 30GGE, (352 litre water capacity, 21" x 80") should be made of composite material Type 4.

Tanks must be rated @ 3600 psi.

Steel tanks are unacceptable.

Preferred Technical and Functional Specifications and Requirements.

State tank size.

If larger (physical size) tanks are being provided the body supplier MUST be advised so appropriate changes can be considered for the cabinet, housing the tank.

- 3. All tanks must be CSA approved and have approximately 20-year life from time of installation
- 4. Fuel gauge for each fuel type shall be provided in easy view for the driver
- 5. The switch to change from one fuel to the other shall be hidden from the driver
- 6. CNG fuel tank(s) should be mounted in the upper part of the cross-bed toolbox as provided by the body supplier in a manner to maximize box space and meets M.O.T and CNG installation regulations. Final tank size should be discussed with the body supplier to ensure tank fits in the toolbox.
- 7. CNG filling ports (2) (one either side) shall be located between the cab and the toolbox
- 8. Valving shall be installed in a suitable location to allow for the CNG system to be de-fueled should the need arise
- 9. CNG fuel tubing shall be stainless steel of 3/8" diameter, from the filler port to the tank(s)

E. Wheels, Tires

- 1. 19.5" painted steel wheels 6 only, no spare.
- 2. Tires, 225/70Rx19.5 BSW, traction tread tires on the rear, and running tread on the front

F. Interior

- 1. Seats 40/20/40 split front seat, vinyl covered
- 2. Seat covers should be installed fabric type Wrangler Fia Saddle Blanket type
- 3. Two 12-volt power outlets shall be provided
- 4. Rubber floor mats shall be provided for all seating areas
- 5. Air conditioning
- 6. Radio AM/FM stereo w/MP3 player with Bluetooth
- 7. All auxiliary cab switches shall be wired from a non-switched source e.g. direct from battery
- 8. Remote keyless entry
- 9. Power windows

G. Miscellaneous

- 1. Remote keyless entry with 3 sets of keys
- 2. Class V hitch (20,000 lb capacity) on rear of truck
- 3. A 6-pin electric plug for lighting and wired into the factory brake controller. The plug will be wired to the City's wiring standard.

FUNCTION COLOR

Right Turn = Green

Left Turn = Yellow

Ground = White

Tail / Marker = Brown

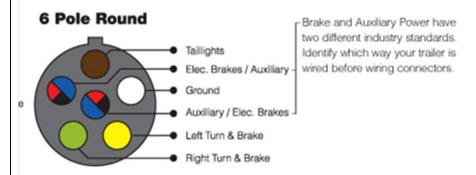
Reverse = Purple

Battery = Red / Black

Electric Brake = Blue

Preferred Technical and Functional Specifications and Requirements.

Please note the two different industry standards for wiring 6 pole trailer plugs. The City of Surrey has utilized the center terminal for the BLUE brake wire and the "S" terminal for the 12 VOLT CHARGE WIRE.



- 4. Whelan RILPPA LED amber beacon mounted to center of cab shield wired to factory switch in cab
- 5. Back up alarm preferred Grote part # 73040 97 dBA
- 6. Dual 68 AH 750 CCA batteries
- 7. 390-amp alternator approx.
- 8. Pre-collision alert
- 9. State GVW in lbs
- 10. State max towing capacity in lbs
- 11. Fire extinguisher 2.5lb dry powder ABC type
- 12. WCB Level 1 Basic First Aid Kit
- 13. Splash guards front and mudflaps before and after rear wheels
- 14. Running boards shall be supplied and fitted
- 15. The vehicle shall be rust proofed with a product that provides long term protection and does not require continued reapplication of the product. Contractor to provide details of product offered and warranty.
- 16. The Contractor shall deliver the vehicles, registered, insured, and plated as per the City's insurance requirements through the City's insurance broker.

H. CNG

- 1. The vehicles shall default to run on CNG and shall only operate on gasoline when the CNG tank is empty. Vehicles may start on gasoline but should automatically switch to CNG once they reach operating temperature. (Please provide details)
- 2. Provide the following information regarding the CNG installation:
 - Conversion supplier/make, Prins is preferred.
 - The tank must have approximately 20-year life from the time of installation.

I. Body

- 1. Landscape body package, non dumping.
- 2. State dump body upfitter
- 3. 12' Landscape Body with 11-yard brush capacity
- 4. Body finish in slate grey
- 5. Heavy duty steel.
- 6. Body inside width shall be 90"
- 7. Body outside width shall be 96"
- 8. Body side height shall be 50"
- 9. Floor to be fabricated from 7 GA steel
- 10. The under structure will be a crossmember less design for protection against rolling floor.
- 11. Crossmember style bodies not accepted.
- 12. Longsills to be fabricated, trapezoidal design
- 13. Longsills to be fabricated from 10-gauge steel
- 14. Interior of longsills to be coated internally with SG-50A corrosion preventative compound at the factory to deter rust and corrosion
- 15. Sides to be constructed of steel.
- 16. Rear corner pillars shall be full depth for added strength
- 17. Rear pillars should incorporate LED clearance lights mounted in rubber grommets. All lighting is to meet CMVSS Regulations. All lighting to be LED.
- 18. Swing out 48" side access door on Passenger side front of body. To include cam lock style door latching system.
- 19. Stow away pull-out ladder to be located under passenger side access door for easy access into body
- 20. Front bulkhead to have pressed in horizontal "V" brace for added strength
- 21. Bulkhead to be a one-piece, integral design, eliminating welds
- 22. 12" Bulkhead
- 23. The bulkhead will be of suitable height to cover aluminum cross bed box
- 24. E-tracking 16" from top of body on either side on inside of box, and across the front of the box.
- 25. (6) tie downs mounted in floor of body
- 26. Spring rewind tarp system

J. Rear Lift Gate

- 1. 2000 lb capacity rear lift gate
- 2. 1 piece aluminum extruded platform with 55" loading depth + 12" taper
- 3. Roller chain and hydraulic cylinder drive system
- 4. Enclosed hydraulic system in main frame of gate. To include pressure relief valve and flow control valve.
- 5. Moisture resistant control unit with 90 second deactivation.

K. Cross Box Cabinet

- 1. An aluminum cross box to be mounted between body and cab. Bare aluminum finish. The space between the cab and the box must be kept to a minimum to ensure weight is distributed to the front axle.
- 2. Cross box should be 32" wide, with a door opening large enough to allow for the fitment of a CNG tank in the box. The box shall have a single door opening each side with an opening of a minimum of 28".
- The cross box shall be of a design and strength to support and accommodate 250lb CNG tank. The tank must be fitted in the upper section of the cross box. Body builder to supply and install protective covering with shut off access to front of tank and full protector at rear of tank. (FINAL DIMENSIONS OF THE CROSS BOX WILL ADVISED IN DISCUSSIONS WITH THE CNG INSTALLER)
- 4. Cross box shall be approx. 74" tall that includes approx. a 12" drop below frame on either side.
- 5. Cross box should have (3) adjustable shelves inside
- 6. 3" channel interior frame for stability
- 7. LED rope lighting inside of cabinet around either door
- 8. Venting in cabinet to meet CNG installation regulations
- 9. 3-point handle locking system with whale tail compression handles
- 10. Gas shocks on either door. Doors to open in a forward opening direction
- 11. Integrated drip rail above either door
- 12. Two (2) 36" Underbody cabinet toolboxes should be mounted to the frame rails, one either side of the truck

L. Warranty and Manuals

- 1. Provide details of manufacturer's warranty minimum of 1 year
- 2. Provide details of installers warranty on workmanship and parts
- 3. Provide location of installation and repair facility
- 4. Provide vehicle warranty, and extended warranty options
- 5. Operators Manuals / Service Manuals
 - I. 1 Service manual and parts manual in digital format or CD c/w software
 - II. Provide CNG system service manual, parts manual with trouble shooting guide
 - III. A build sheet should be provided detailing (but not limited to the following upon delivery):
 - VIN
 - Engine details including serial number
 - Transmission details including serial number
 - Diff details including serial number
 - Oil types and quantities for all components
 - Tire make, type and size
 - Engine belts details
 - Filter list for all components
 - Battery details

| Beacon light makeBody |
|---|
| Body CNG Filter part number Regulator part number |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |



SCHEDULE B - FORM OF QUOTATION

RFQ Title: Supply and Delivery 16,500 lb Truck with Flat Deck and Tail Lift

RFQ No.: 1220-040-2024-047

CONTRACTOR

Legal Name:

Contact Person and Title:

Business Address:

Business Telephone:

Business Fax:

Business E-Mail Address:

CITY OF SURREY

TO:

City Representative: Sunny Kaila, Manager, Procurement Services

Email: 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.
- Capitalized terms used and not defined in this Quotation will have the meanings given to them in the RFQ. Except as specifically modified by this Quotation, all terms, conditions, representations, warranties and covenants as set out in the RFQ will remain in full force and effect.

| 3. I/We have reviewed the RFQ Attachment 1 – Quotation Agreement - Goods. If the City, I/we would be prepared to enter into that Agreement, amended by departures (list, if any): | | |
|---|---|--|
| | Section Requested Departure(s) / Alternative(s) | |
| | | |
| | Please State Reason For Departure(s): | |
| | | |
| 4. | The Contractor acknowledges that the departures it has requested in Sections 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. | |
| Tech | nical and Functional Specifications / Requirements Response | |
| 5. | I/We have reviewed the RFQ Attachment 1 – Agreement – Goods, Schedule A – Specifications of Goods, including Parts I & II. 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, including Parts I & II. 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. | |
| | Contractors should complete and include with their Quotation the City's <u>Technical and Functional Specifications / Requirements Response Matrix</u> worksheets. | |
| 6. | 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. | |
| Expe | rience, Reputation and Resources: | |
| 7. | Contractor's relevant experience and qualifications in delivering the Goods similar to those required by the RFQ: | |
| | | |

| 8. | Contractor should describe the level of research and development investment you make in your products: | | |
|--|--|--|---|
| 9. Performance History. Provide the number of Goods similar to the proposed delivered in the past five years, including timeframes for delivery. Provide a copy notices and Fleet Defects issued for the proposed model during the previous five along with the number of affected Goods in service. | | | ding timeframes for delivery. Provide a copy of recall the proposed model during the previous five years |
| Prelir | minary | Production and Delivery Sch | edule: |
| 10. | sched the D | dule, with committed timelines | Good a preliminary production schedule and deliver for the construction of the Good with a delivery date at the preliminary production schedule be prepared in the format. |
| 11. | Sche | dule A - Specifications of Goo | er the Goods that meet the specifications set out in ds of the Agreement. The Contractor will complete h Good in accordance with the following schedule: |
| | | Completion Date | <u>Delivery Date</u> |
| Train Warra | _ | d Support Services, On-Call | Support and On-Site Service, Parts Support and |
| 13. | SPEC shoul | CIFICATIONS OF GOODS, PAID IN THE PROPERTY OF THE GOOD | Refer to Sections 46 through 54 of Schedule A – ART I – GENERAL REQUIREMENTS. Contractor eneral approach and methodology that the Contractor and support services described in the Agreement: |
| 14. | On-C | Call Support and On-Site Service | <u>.</u> |
| | (a) | Please include location these | ng support could the Contractor provide to the City? services will be provided and how the City's needs imes. Please include the breadth and depth of this |
| | | | |

| | (b) | What technical and engineering support could be provided by original equipment manufacturers (OEM) that supports the major components in the Good (e.g., engine, transmission, chassis, wiring)? Please provide letters of assurance from OEM's, if possible. |
|-----|--------------------------------|--|
| | (c) | What and how would technical liaison and field services will be supplied to the City by the Contractor? |
| | (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. |
| 15. | | acement Parts Support: |
| | | ractor 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. |
| | | |
| | (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. |
| | | |
| PUR | CHASE | PRICE(S) |
| 16. | exam and o below Oper | ccordance with the Agreement, which terms and conditions I/we have carefully nined and agree to, the undersigned hereby submits a firm Quotation for the supply delivery of the Good(s) in accordance with the specifications for the price(s) as listed v, delivered F.O.B. Freight Prepaid, City of Surrey, Fleet/Service Centre, Central rations Works Yard, 6651 – 148 th Street, Surrey, B.C. V3S 3C7, CANADA. The City egotiate pricing adjustments based on price changes from the manufacturer, if any. |

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 the time of importation into CANADA, as applicable.

The Contractor offers to supply to the City of Surrey the Goods for the prices plus applicable taxes as follows (if insufficient space, add additional tables as required):

Table 1 – Purchase Price Summary

| Quotation: 16,500lbs GVW Regular Cab 4x2, Cab & Chassis Configuration 120" CA State Year, Make & Model: | | | |
|--|---|-------------------|--|
| Item | Description | Unit Cost (CDN\$) | |
| 1 | Unit Price for 16,500lbs GVW Regular Cab 4x2, Cab & Chassis Configuration 120" CA (excluding body and CNG conversion) | \$ | |
| 2 | CNG Conversion and installation | \$ | |
| 3 | Province of B.C. Environmental Levy (Battery) | \$ | |
| 4 | Province of B.C. Advance Disposal Fee (Tires) | \$ | |
| 5 | Air Conditioning Surcharge | \$ | |
| | Other Fees/Levies (please state) | \$ | |
| • | a) | \$ | |
| 6 | b) | \$ | |
| | c) | \$ | |
| 7 | Subtotal: | \$ | |
| 8 | GST (5%): | \$ | |
| 9 | PST (7%): | \$ | |
| 10 | Total Quotation Price: | \$ | |

| 11 | Pricing is firm until (State Date): | | | |
|---|--|--|--|--|
| 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 | | | |
| All Pricing in Canadian Dollars. All costs to meet the preferred specifications shall be included in the above Total Quotation Price. | | | | |

17. Optional Work

The following is a list of Optional Work. The Optional Work is in addition to the Purchase Price.

| Item | Description | Unit Cost (CDN\$) | |
|--|---|---------------------------------|--|
| | 2000puon | Addition | |
| 1 | 12' Flat Deck with Tail Lift | \$ | |
| | rm that the Dump Box would be compatible with the equipule A (attach additional pages if required): | pment specifications listed in | |
| 2 | The City will also consider larger tanks, and these should be priced separately, 30GGE, (352 litre water capacity, 21" x 80") should be made of composite material Type 4. | \$ | |
| 3 | Pricing is firm until (State Date): | | |
| 4 | Delivery Date after award notification (State in days): | | |
| 5 | Manufacturers Warranty (State Warranty for each): | | |
| 5a | 12' Dump Flat Deck & Tail Lift | | |
| 6 | Warranty repairs shall be performed at: | | |
| 6a | 12' Dump Flat Deck & Tail Lift | | |
| | icing in Canadian Dollars. All costs to meet the preferred speabove Total Quotation Price. | pecifications shall be included | |
| 18. | 18. 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. | | |
| This Quotation is offered by the Contractor this day of, 2024. | | | |
| CONTRACTOR I/We have the authority to bind the Contractor. | | | |
| (Full Legal Name of Contractor) | | | |
| (Signature of Authorized Signatory) | | | |
| (Print Name and Position of Authorized Signatory) | | | |

SCHEDULE B-1 – PREFERRED TECHNICAL SPECIFICATIONS RESPONSE FORM

1. SPECIFICATIONS

These Specifications are the preferred Specifications necessary to establish functional and technical requirements. The Goods shall meet or exceed these Specifications. The City is relying on the Contractor to verify suitability and safety of materials, components, equipment, systems and items. Compatibility is of the essence and any modification, accessory, device, material or type of construction which may be necessary shall be considered to be a part of these Specifications whether detailed by item or not.

(Note: Set out in detail how your technical and functional solution meets the Specifications. Clearly identify any variance with the Specifications including where conflicts or deviations may exist between your proposed solution and the Specifications or substitutions are recommended. If no substitutions, deviations or conflicts are identified, the City will consider that the equipment offered is in strict compliance with these Specifications.)

Contractors are directed to list complete manufacturers' details of model proposed in the right-most column under Contractor's Response Details. Other than entering data in the spaces provided, or including attachments as necessary, make changes to this form or submitting an alternate format is discouraged.

| | | | ions Met? | Contractor's Response Details. (Equipment |
|----|---|-----|-----------|---|
| | Index # and Specifications | Yes | No | Specifications Offered) Substitutions, deviations or conflicts must be identified in detail (if insufficient space, attach additional pages.) |
| A. | Exterior | | | |
| 1. | Colour - White | | | |
| 2. | Cab & Chassis, 120-inch CA, 205-inch wheelbase | | | |
| 3. | Trailer tow mirrors, power, and heated glass with | | | |
| | spotter mirror and LED side mirror lights | | | |
| 4. | Install window vent visors on both front doors | | | |
| В. | Engine | | | |
| 1. | Engine shall be prepared (gaseous prep engine) to run on CNG and gasoline and shall comply with all Provincial and Federal engine emission regulations. It | | | |
| | is the supplier and installers responsibility to ensure the engine meets all Canadian exhaust and evaporative emission requirements when running on CNG. | | | |
| 2. | State engine configuration, size | | | |
| 3. | Full manufactures or dealers warranty with CNG conversion should be provided | | | |
| 4. | For CNG option, CNG system to be integrated into manufacturer's engine management system | | | |
| 5. | For CNG option, CNG system conversion is requested (preference will be given to Prins components) | | | |
| 6. | Cooling system to -30F | | | |
| C. | Transmission, Brakes | | | |
| 1. | Automatic transmission, with selectable drive modes, state number of speeds | | | |
| 2. | Power assisted ABS brakes | | | |
| 3. | Limited slip differential | | | |

| | | | tions Met? | Contractor's Response Details. (Equipment |
|----|---|-----|------------|---|
| | Index # and Specifications | Yes | No | Specifications Offered) Substitutions, deviations or conflicts must be identified in detail (if insufficient space, attach additional pages.) |
| D. | Fuel Tanks | | | , in the second |
| 1. | The manufacturers gasoline fuel tank shall remain | | | |
| 2. | CNG tank(s) should be of a size of at least 24 GGE/93GLE (274 litre water capacity 21" dia x 60" long) to give sufficient operating range under normal operating conditions and should be made of composite material Type 4. | | | |
| | The City will also consider larger tanks, and these should be priced separately, 30GGE, (352 litre water capacity, 21" x 80") should be made of composite material Type 4. | | | |
| | Tanks must be rated @ 3600 psi. Steel tanks are unacceptable. State tank size. | | | |
| | Note: If larger (physical size) tanks are being provided the body supplier MUST be advised so appropriate changes can be considered for the cabinet, housing the tank. | | | |
| 3. | All tanks must be CSA approved | | | |
| 4. | Fuel gauge for each fuel type shall be provided in easy view for the driver | | | |
| 5. | The switch to change from one fuel to the other shall be hidden from the driver | | | |
| 6. | CNG fuel tank(s) should be mounted in the upper part of the cross-bed toolbox as provided by the body supplier in a manner to maximize box space and meets M.O.T and CNG installation regulations. Final tank size should be discussed with the body supplier to ensure tank fits in the toolbox. | | | |
| 7. | CNG filling ports (2) (one either side) shall be located between the cab and the toolbox | | | |
| 8. | Valving shall be installed in a suitable location to allow for the CNG system to be de-fueled should the need arise | | | |
| 9. | CNG fuel tubing shall be stainless steel of 3/8" diameter, from the filler port to the tank(s) | | | |
| E. | Wheels, Tires | | | |
| 1. | 19.5" painted steel wheels 6 only, no spare. | | | |
| 2. | Tires, 225/70Rx19.5 BSW, traction tread tires on the rear, and running tread on the front | | | |
| F. | Interior | | | |
| 1. | Seats 40/20/40 split front seat, vinyl covered | | | |
| 2. | Seat covers should be installed – fabric type Wrangler – Fia Saddle Blanket type | | | |
| 3. | Two 12-volt power outlets shall be provided | | | |
| 4. | Rubber floor mats shall be provided for all seating areas | | | |
| 5. | Air conditioning | | | |
| 6. | Radio AM/FM stereo w/MP3 player with Bluetooth | | | |
| 7. | All auxiliary cab switches shall be wired from a non- switched source – e.g. direct from battery | | | |

| | Specifications Met? | | Contractor's Response Details. (Equipment |
|--|---------------------|----|---|
| Index # and Specifications | Yes | No | Specifications Offered) Substitutions, deviations or conflicts must be identified in detail (if insufficient space, attach additional pages.) |
| 8. Remote keyless entry | | | insummer space, actaon additional pages. |
| 9. Power windows | | | |
| G. Miscellaneous | | | |
| Remote keyless entry with 3 sets of keys | | | |
| 2. Class V hitch (20,000 lb capacity) on rear of truck | | | |
| A 6-pin electric plug for lighting and wired into the factory brake controller. The plug will be wired to the City's wiring standard. | | | |
| FUNCTION COLOR Right Turn = Green Left Turn = Yellow Ground = White Tail / Marker = Brown Reverse = Purple Battery = Red / Black Electric Brake = Blue | | | |
| Please note the two different industry standards for wiring 6 pole trailer plugs. The City of Surrey has utilized the center terminal for the BLUE brake wire and the "S" terminal for the 12 VOLT CHARGE WIRE. | | | |
| 6 Pole Round Taillights Elec. Brakes / Auxiliary Ground Auxiliary / Elec. Brakes Auxiliary - Elec. Brakes Auxiliary - Elec. Brakes Auxiliary - Elec. Brakes Right Turn & Brake | | | |
| 4. Whelan RILPPA LED amber beacon mounted to center | | | |
| of cab shield wired to factory switch in cab 5. Back up alarm – preferred Grote part # 73040 97 dBA | | | |
| 6. Dual 68 AH 750 CCA batteries | | | |
| 7. 390-amp alternator approx. | | | |
| 8. Pre-collision alert | | | |
| 9. State GVW in lbs | | | |
| State max towing capacity in lbs | | | |
| 11. Fire extinguisher 2.5lb dry powder ABC type | | | |
| | | 1 | 1 |

| | | | tions Met? | Contractor's Response Details. (Equipment |
|-----|---|-----|------------|---|
| | Index # and Specifications | Yes | No | Specifications Offered) Substitutions, deviations or conflicts must be identified in detail (if insufficient space, attach additional pages.) |
| 12. | WCB Level 1 Basic First Aid Kit | | | insumment space, attach additional pages. |
| 13. | Splash guards front and mudflaps before and after rear wheels | | | |
| 14. | | | | |
| | The vehicle shall be rust proofed with a product that provides long term protection and does not require continued reapplication of the product. Contractor to provide details of product offered and warranty. | | | |
| 16. | The Contractor shall deliver the vehicles, registered, insured, and plated as per the City's insurance requirements through the City's insurance broker. | | | |
| н. | CNG | | | |
| 1. | The vehicles shall default to run on CNG and shall only operate on gasoline when the CNG tank is empty. Vehicles may start on gasoline but should automatically switch to CNG once they reach operating temperature. (Please provide details) | | | |
| 2. | Provide the following information regarding the CNG installation: Conversion supplier/make, Prins is preferred. The tank must have approximately 20-year life from the time of installation. | | | |
| I. | Body | | • | |
| 1. | Landscape body package, non dumping. | | | |
| 2. | State dump body upfitter | | | |
| 3. | 12' Landscape Body with 11-yard brush capacity | | | |
| 4. | Body finish in slate grey | | | |
| 5. | Heavy duty steel. | | | |
| 6. | Body inside width shall be 90" | | | |
| 7. | Body outside width shall be 96" | | | |
| 8. | Body side height shall be 50" | | | |
| 9. | Floor to be fabricated from 7 GA steel | | | |
| 10. | The under structure will be a crossmember less design | | | |
| 11. | for protection against rolling floor. Crossmember style bodies not accepted. | | | |
| 12. | Longsills to be fabricated, trapezoidal design | | | |
| 13. | Longsills to be fabricated from 10-gauge steel | | | |
| 14. | Interior of longsills to be coated internally with SG-50A corrosion preventative compound at the factory to deter rust and corrosion | | | |
| 15. | Sides to be constructed of steel. | | | |
| 16. | Rear corner pillars shall be full depth for added strength | | | |
| 17. | Rear pillars should incorporate LED clearance lights mounted in rubber grommets. All lighting is to meet CMVSS Regulations. All lighting to be LED. | | | |

| | | | tions Met? | Contractor's Response Details. (Equipment |
|-----|--|-----|------------|---|
| | Index # and Specifications | Yes | No | Specifications Offered) Substitutions, deviations or conflicts must be identified in detail (if insufficient space, attach additional pages.) |
| 18. | Swing out 48" side access door on Passenger side front of body. To include cam lock style door latching system. | | | |
| 19. | Stow away pull-out ladder to be located under passenger side access door for easy access into body | | | |
| 20. | Front bulkhead to have pressed in horizontal "V" brace for added strength | | | |
| 21. | 5 | | | |
| 22. | 9 | | | |
| 23. | The bulkhead will be of suitable height to cover aluminum cross bed box | | | |
| 24. | E-tracking 16" from top of body on either side on inside of box, and across the front of the box. | | | |
| 25. | (6) tie downs mounted in floor of body | | | |
| 26. | Spring rewind tarp system | | | |
| J. | Rear Lift Gate | | | |
| 1. | 2000 lb capacity rear lift gate | | | |
| 2. | 1 piece aluminum extruded platform with 55" loading depth + 12" taper | | | |
| 3. | Roller chain and hydraulic cylinder drive system | | | |
| 4. | Enclosed hydraulic system in main frame of gate. To include pressure relief valve and flow control valve. | | | |
| 5. | Moisture resistant control unit with 90 second deactivation. | | | |
| K. | Cross Box Cabinet | | | |
| 1. | An aluminum cross box to be mounted between body and cab. Bare aluminum finish. The space between the cab and the box must be kept to a minimum to ensure weight is distributed to the front axle. | | | |
| 2. | Cross box should be 32" wide, with a door opening large enough to allow for the fitment of a CNG tank in the box. The box shall have a single door opening each side with an opening of a minimum of 28". | | | |
| 3. | The cross box shall be of a design and strength to support and accommodate 250lb CNG tank. The tank must be fitted in the upper section of the cross box Body builder to supply and install protective covering with shut off access to front of tank and full protector at rear of tank. (FINAL DIMENSIONS OF THE CROSS BOX WILL ADVISED IN DISCUSSIONS WITH THE CNG INSTALLER) | | | |
| 4. | Cross box shall be approx. 74" tall that includes approx. a 12" drop below frame on either side. | | | |
| 5. | Cross box should have (3) adjustable shelves inside | | | |
| 6. | 3" channel interior frame for stability | | | |
| 7. | LED rope lighting inside of cabinet around either door | | | |
| 8. | Venting in cabinet to meet CNG installation regulations | | | |

| Index # and Specifications | | Specifications Met? | | Contractor's Response Details. (Equipment Specifications Offered) Substitutions, deviations |
|----------------------------|---|---------------------|-------------------------------------|---|
| | | Yes | Yes No or conflicts must be identif | or conflicts must be identified in detail (if insufficient space, attach additional pages.) |
| 9. | 3-point handle locking system with whale tail compression handles | | | |
| 10. | Gas shocks on either door. Doors to open in a forward opening direction | | | |
| 11. | Integrated drip rail above either door | | | |
| 12. | Two (2) 36" Underbody cabinet toolboxes should be mounted to the frame rails, one either side of the truck | | | |
| L. | Warranty and Manuals | | | |
| 1. | Provide details of manufacturer's warranty – minimum of 1 year (Refer to Section 35 for additional information) | | | |
| 2. | Provide details of manufacturer's warranty – minimum of 20-year life from the time of installation CNG Tank. | | | |
| 3. | Provide details of installers warranty on workmanship and parts | | | |
| 4. | Provide location of installation and repair facility | | | |
| 5. | Provide vehicle warranty, and extended warranty options | | | |
| 5. | Operators Manuals / Service Manuals I. 1 – Service manual and parts manual in digital format or CD c/w software III. Provide CNG system service manual, parts manual with trouble shooting guide III. A build sheet should be provided detailing (but not limited to the following upon delivery): VIN Engine details including serial number Transmission details including serial number Diff details including serial number Oil types and quantities for all components Tire make, type and size Engine belts details Filter list for all components Battery details Beacon light make Body service and parts manual in digital format CNG Filter part number Regulator part number | | | |