



REQUEST FOR QUOTATIONS

Title: Supply and Delivery of One Only New 25,000 Kgs. Wheel Loader

Reference No.: 1220-040-2024-053

FOR THE SUPPLY OF GOODS - VEHICLES

(General Services)

Issue Date: June 14, 2024

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REQUEST FOR QUOTATIONS

1. INTRODUCTION

The City of Surrey (the “**City**”) invites contractors to provide a quotation on the form attached as Schedule B – Form of Quotation 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**”). 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 electronically in a single pdf file which must be delivered to the City by email at: purchasing@surrey.ca.

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 July 9, 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: 1220-040-2024-053

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. FORM OF QUOTATION

A Quotation should be labelled with the Contractor’s name, RFQ title and number.

A Quotation should be submitted in the form attached to this RFQ as Schedule B – Form of Quotation, and/or Schedule B-1 – Preferred Technical and Functional Specifications / Requirements Response Form. All parts, pages, figures, and tables set out in a Quotation should be numbered and labeled clearly.

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

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

7. QUOTATION PRICE

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

8. EVALUATION OF QUOTATIONS

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

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

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

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

9. NO AGREEMENT

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

10. 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.

11. 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.

12. CONTRACTOR'S QUALIFICATIONS

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

13. 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.

14. 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.

15. 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.

16. 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.

17. 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 17, 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 17.

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.

18. 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.

19. 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 One Only New 25,000 Kgs. Wheel Loader

RFQ No.: 1220-040-2024-053

THIS AGREEMENT dated for reference this ____ day of _____, 2024.

BETWEEN:

CITY OF SURREY

13450 – 104th. 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 ONE ONLY NEW 25,000 KGS. WHEEL LOADER

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 38;
 - (k) **"Optional Work"** means the work which may be described in Schedule B – Quotation Extracts as such; and
 - (l) **"Purchase Price"** has the meaning as set out in Section 20.
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

**Supply and Delivery of One New
Wheel Loader**

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 delivered to City of Surrey, Fleet/Service Centre, Central Operations Works Yard, 6651 – 148th Street, Surrey, B.C., Canada (or such other location as referenced in the Purchase Order) between the hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, excluding statutory holidays, unless other arrangements have been agreed to in writing from the City (the "Delivery Point"). The Goods must be transported (not driven) to the Delivery Point. The City will not assume any liability for Goods delivered to an unauthorized location. The Contractor shall ensure the integrity of the Goods during transportation, handling and temporary storage. Due regard shall be given by the Contractor to protection from loss and pilferage, physical damage, and the effect of the elements and environmental conditions. Any loss, damage or repair cost resulting from delivery to the Delivery Point will be the Contractor's sole responsibility.
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 Goods, and any other changes, that the City in its sole discretion considers necessary to accomplish the general purposes of this Agreement, by issuing written notice to the Contractor of the proposed change. The Contractor may request changes to the Goods by submitting to the City a detailed written notice of 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. Subject to any contrary provisions set out in this Agreement:
 - (a) unless an alternate invoicing process is established and agreed by the City, once the Goods are delivered and accepted by the City the Contractor shall submit a completed pre-delivery service checklist and an invoice to the City requesting payment relating to such Goods. Each invoice should be sent electronically to:

surreyinvoices@surrey.ca (or such email address as may be provided by the City from time to time) and include the following information:

- (1) an invoice number;
 - (2) the Contractor's name, address and telephone number;
 - (3) City's Purchase Order Number(s) for the Goods;
 - (4) model and serial number(s) of the Goods;
 - (5) discounts;
 - (6) any applicable taxes payable, as separate line items; and
 - (7) grand total of the Invoice.
- (b) if the City reasonably dispute any portion of an invoice the City will promptly advise the Contractor;
- (c) City will pay the undisputed portion of an invoice, less any deductions for setoffs, deficiency holdbacks or any other holdbacks permitted by this Agreement, within 30 days of the receipt of the invoice;
- (d) if the Contractor offers the City a discount for early payment, City may deduct such discount from the amount paid by City in full satisfaction of the invoice; and
- (e) Unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of Canada.
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 and under the conditions made known to the Contractor by the City or which were reasonably inferable. The Goods shall be at least equal to the higher of national standards or codes (such as, by way of illustration, CSA or ASTM), or standards and codes customarily applicable at the

place where the City will use the Goods. The Goods shall be of the best quality, if no quality is specified. This general warranty is independent of and without prejudice to any specific warranty or service guarantee offered by the Contractor or third party manufacturer or supplier of the Goods in connection with the purpose for which the Goods were purchased. The Contractor shall assign to the City any warranty or service guarantee offered by a third party manufacturer or supplier of the Goods. Notwithstanding this assignment, if at any time up to one year from the date of delivery or installation (if applicable) the City determines the Goods or any part do not conform to these warranties, the City shall notify the Contractor within a reasonable time after such discovery, and the Contractor shall then promptly correct such nonconformity at the Contractor's expense. Goods used to correct a nonconformity shall be similarly warranted for one year from the date of installation. The Contractor's liability shall extend to all liabilities, losses, damages, claims and expenses incurred by the City caused by any breach of any of the above warranties.

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 City and all of its elected and appointed officials, officers, employees, servants, representatives and agents (collectively the "**Indemnitees**"), from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons which any of the Indemnitees incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Contractor of any obligation of this Agreement, or any wrongful or negligent act or omission of the Contractor or any employee or agent of the Contractor.

The indemnity described in this Agreement will survive the termination or completion of this Agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Indemnitees.

ASSIGNMENT OF WARRANTIES

39. Without limiting the generality of Sections 35 to 38, 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 expressly provided for, and will be deemed to be validly given to and received by the addressee:
- (a) by hand, on delivery;
 - (b) by facsimile, on transmission; or
 - (c) by mail, five calendar days after posting.

The addresses for delivery will be as follows:

- (a) The City:
Attention:

- (b) The Contractor:
Attention:

MERGER AND SURVIVAL

47. The representations, agreements, covenants and obligations set out in this Agreement shall survive the delivery of the Goods and payment of the Purchase Price.

ENTIRE AGREEMENT

48. This Agreement, including any other documents expressly included by reference in this Agreement, contains the entire agreement of the parties regarding the provision of the Goods, and no understandings or agreements, oral or otherwise, exist between the parties except as expressly set out in this Agreement. This Agreement supersedes and cancels all previous agreements between the parties relating to the Goods.

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.

SIGNATURE

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

ENUREMENT

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

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

CITY OF SURREY

by its authorized signatory:

(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)

(Print Name and Position of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)



SCHEDULE A

SPECIFICATIONS OF GOODS

Consists of:

- **PART I – GENERAL REQUIREMENTS**
- **PART II – PREFERRED 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) only new wheel loader, approximately 25,000 kg operating weight (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 Goods complete as identified in Schedule B – Form of Quotation. The Contractor will act as project manager to liaise with the subcontractor(s) (if any) to provide the vehicle as requested.

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 the Good.

Brochures or additional specifications may be attached as supplemental information.

2. QUALITY

All Goods to be new from factory (not remanufactured, reconditioned, seconds, or surplus), the current production model and configuration at time of purchase, unless otherwise specified by the City, and meet or exceed legal requirements and national or industry standards and codes.

The Loader 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 **Service Manual** 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 **As-built Electrical Wiring Schematics** to cover any and all wiring not installed by the manufacturer. This diagram to include part numbers and brand names of switches, lights, etc. of part used;
- Complete **Parts List** of all belts, hoses and filters; including parts numbers, manufacturer and use; and
- 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 (*municipal public works construction environment*), in accordance with the specifications defined herein. The Contractor shall agree to replace and install without charge [including all labour], within the scope of the warranty, any

defective part or any parts that are determined by the City not to be suitable for the service intended.

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

7. PREFERRED TECHNICAL AND FUNCTIONAL SPECIFICATONS 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 preferred technical and functional specifications and requirements generally define the requirements of a 25,000 kgs. Wheel Loader. 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:

A. General Specifications
1. The machine shall be new and unused and be the current production model, provide details
2. A full specification sheet(s) including hp, torque, hydraulic operating pressures, dimension of machine etc. to be provided.
3. Tires, please state make, preference of Michelin or Bridgestone L5.
4. The machine shall be supplied with a load scale system with the ability to print receipts
5. Machine shall be supplied with LED work lights and flood lights front and rear independently controller
6. Operating weight should be approx. 25,000 kgs
7. Machine shall have a Remote Monitoring System (AVL)
B. Engine
1. 6-cylinder turbo charged, with a minimum of 300 hp gross power
2. Gross peak torque minimum 1100 lb-ft
3. Meets or exceeds Tier 4 engine emission standards
4. Engine should have the capability to run on up to B20 biodiesel and up to 100% HVO and GTL renewable fuels
C. Power Train
1. The transmission shall be auto shift with torque converter with lock-up, 4 forward speeds and 4 reverse speeds,
2. Maximum forward speed shall be a minimum of 37 km/h
3. Maximum reverse speed shall be a minimum of 37 km/h
4. Front axle shall be fixed, and rear axle shall be oscillating approx.13 degrees
5. Machine shall be equipped with joystick steering,
6. Machine is equipped with front axle locking differential
7. Brakes shall meet OSHA SAE J1473, service brakes fully enclosed wet disc with indicators
8. Park brake, on front axles, spring applied, air release
D. Hydraulics
1. A single lever with integrated proportional electrohydraulic control of loader operation
2. Implement system, load sensing with variable displacement piston pump
3. Steering system, load sensing with dedicated variable displacement piston pump and supplementary steering system as required in British Columbia.
E. Cab
1. Unit shall be equipped with 4 post ROPS system or better
2. 3-inch seat belt shall be provided
3. Unit shall have a load scale system capable of electronically reporting daily logs of materials, with an option for a printer
4. Unit shall be equipped with illuminated gauges with audible warning for: engine coolant temperature, transmission oil temperature and fuel level.
5. Unit shall have a display for: engine rpm, engine hours, system voltage.
6. The machine will have cab heat and air conditioning
7. The seat shall be a cloth suspension type, with fully adjustable armrests and lumbar support.

8. The machine shall have two external mounted mirrors (one either side), and rear vision camera with screen mounted in cab
9. The machine shall have an AM/FM radio with Bluetooth capability
10. Front and rear retractable sun visor
11. Front window cleaning platform,
F. Loader
1. Machine shall have a 5.25 - 5.5 yd general purpose bucket, pin type mounting, with bolt on cutting edge,
2. Bucket lift height shall be no less than 13 ft.
3. Bucket breakout force shall be no less than 37,000 lb.
4. The loader shall have hydraulic self-leveling and bucket-level indicator.
5. The loader shall have a non-removable, loader boom service lock.
6. Unit should be equipped with a Groeneveld or similar lithium-based EP-1 auto greasing system
7. Machine will have a minimum bucket height at cutting edge of 9 ft 9 inches at full dump position
G. Warranty
1. Proponent to provide details of warranty coverage
2. Provide details of any extended warranty options & cost
H. Safety
1. Machine shall be supplied with, audible back up alarm 98 dB, amber LED strobe light wired with its own switch,
2. Fire extinguisher approx. 5lb mounted in an accessible location
3. First aid kit



SCHEDULE B – FORM OF QUOTATION

RFQ Title: Supply and Delivery of One Only New 25,000 Kgs. Wheel Loader

RFQ No.: 1220-040-2024-053

CONTRACTOR

Legal Name: _____

Contact Person and Title: _____

Business Address: _____

Business Telephone: _____

Business Fax: _____

Business E-Mail Address: _____

TO:

CITY OF SURREY

City Representative: Sunny Kaila, Manager, Procurement Services

Email: purchasing@surrey.ca

1. If this offer is accepted by the City, such offer and acceptance will create a contract as described in:
 - (a) the RFQ;
 - (b) the specifications of Goods set out above and in Schedule A;
 - (c) the General Terms and Conditions; and
 - (d) this Quotation; and
 - (e) other terms, if any, that are agreed to by the parties in writing.

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

3. I/We have reviewed the RFQ Attachment 1 – Quotation Agreement - Goods. If requested by the City, I/we would be prepared to enter into that Agreement, amended by the following departures (list, if any):

Section	Requested Departure(s) / Alternative(s)

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.

Technical 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 Schedule B-1 - Technical and Functional Specifications / Requirements Response Matrix 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.
7. The Loader shall be manufactured by a company with a registered quality standard no less than ISO 9001.

Please provide details: _____

Experience, Reputation and Resources:

8. Contractor’s relevant experience and qualifications in delivering the Goods similar to those required by the RFQ:

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

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

Preliminary Production and Delivery Schedule:

11. Contractors should provide for the Good a preliminary production schedule and delivery schedule, with committed timelines for the construction of the Good with a delivery date at the Delivery Point. It is preferred that the preliminary production schedule be prepared in the form of a Gantt Chart or in a similar format.

12. The Contractor will supply and deliver the Goods that meet the specifications set out in Schedule A – Specifications of Goods of the Agreement. The Contractor will complete and deliver to the Delivery Point each Good in accordance with the following schedule:

Completion Date

Delivery Date

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

Section

Requested Departure(s) / Alternative(s) / Additions

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

14. Training and Support Services. (Refer to Sections 46 through 54 of Schedule A – SPECIFICATIONS OF GOODS, PART I – GENERAL REQUIREMENTS. Contractor should provide a description of the general approach and methodology that the Contractor would take in performing the training and support services described in the Agreement:

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

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

(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.

16. Replacement Parts Support:

Contractor should:

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

(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.

PURCHASE PRICE(S)

17. In accordance with the Agreement, which terms and conditions I/we have carefully examined and agree to, the undersigned hereby submits a firm Quotation for the supply and delivery of the Good(s) in accordance with the specifications for the price(s) as listed below, delivered F.O.B. Freight Prepaid, City of Surrey, Fleet/Service Centre, Central Operations Works Yard, 6651 – 148th Street, Surrey, B.C. V3S 3C7, CANADA. The City will negotiate 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: Supply and Delivery of One Only 25,000 Kgs. New Wheel Loader		
State Year, Make & Model:		
Item	Description	Unit Cost (CDN\$)
1	Unit Price for Supply and Delivery of One Only 25,000 kgs. New Wheel Loader	\$
3	Province of B.C. Environmental Levy (Battery)	\$
4	Province of B.C. Advance Disposal Fee (Tires)	\$
5	Air Conditioning Surcharge	\$
6	Other Fees/Levies (please state)	\$
	a)	\$
	b)	\$
	c)	\$
7	Subtotal:	\$
8	GST (5%):	\$
9	PST (7%):	\$
10	Total Quotation Price:	\$
<i>All Pricing in Canadian Dollars. All costs to meet the preferred specifications shall be included in the above Total Quotation Price.</i>		

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	<input type="checkbox"/>
Payment Terms: A cash discount of __% will be allowed if invoices are paid within __ days, or the __ day of the month following, or net 30 days, on a best effort basis.		

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 AND FUNCTIONAL SPECIFICATIONS / REQUIREMENTS RESPONSE MATRIX

Supply and Delivery of One Only New 25,000 Kgs. Wheel Loader

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.*

Preferred Specifications / Requirements	Yes (Circle)	No (Circle)	Manufacturers' Specifications of Equipment Offered. Contractor to indicate compliance or deviation with specifications below.
Please State: Make/Model and Year:			
A. General Specifications			
1. The machine shall be new and unused and be the current production model, provide details	Y	N	
2. A full specification sheet(s) including hp, torque, hydraulic operating pressures, dimension of machine etc. to be provided.	Y	N	
3. Tires, please state make, preference of Michelin or Bridgestone L5.	Y	N	
4. The machine shall be supplied with a load scale system with the ability to print receipts	Y	N	
5. Machine shall be supplied with LED work lights and flood lights front and rear independently controller	Y	N	
6. Operating weight should be approx. 25,000 kgs	Y	N	
7. Machine shall have a Remote Monitoring System (AVL)	Y	N	
B. Engine			
1. 6-cylinder turbo charged, with a minimum of 300 hp gross power	Y	N	

Preferred Specifications / Requirements	Yes (Circle)	No (Circle)	Manufacturers' Specifications of Equipment Offered. Contractor to indicate compliance or deviation with specifications below.
2. Gross peak torque minimum 1100 lb-ft	Y	N	
3. Meets or exceeds Tier 4 engine emission standards	Y	N	
4. Engine should have the capability to run on up to B20 biodiesel and up to 100% HVO and GTL renewable fuels	Y	N	
C. Power Train			
1. The transmission shall be auto shift with torque converter with lock-up, 4 forward speeds and 4 reverse speeds,	Y	N	
2. Maximum forward speed shall be a minimum of 37 km/h	Y	N	
3. Maximum reverse speed shall be a minimum of 37 km/h	Y	N	
4. Front axle shall be fixed, and rear axle shall be oscillating approx. 13 degrees	Y	N	
5. Machine shall be equipped with joystick steering,	Y	N	
6. Machine is equipped with front axle locking differential	Y	N	
7. Brakes shall meet OSHA SAE J1473, service brakes fully enclosed wet disc with indicators	Y	N	
8. Park brake, on front axles, spring applied, air release	Y	N	
D. Hydraulics			
1. A single lever with integrated proportional electrohydraulic control of loader operation	Y	N	
2. Implement system, load sensing with variable displacement piston pump	Y	N	
3. Steering system, load sensing with dedicated variable displacement piston pump and supplementary steering system as required in British Columbia.	Y	N	
E. Cab			
1. Unit shall be equipped with 4 post ROPS system or better	Y	N	
2. 3-inch seat shall be provided	Y	N	
3. Unit shall have a load scale system capable of electronically reporting daily logs of materials, with an option for a printer	Y	N	

Preferred Specifications / Requirements	Yes (Circle)	No (Circle)	Manufacturers' Specifications of Equipment Offered. Contractor to indicate compliance or deviation with specifications below.
4. Unit shall be equipped with illuminated gauges with audible warning for: engine coolant temperature, transmission oil temperature and fuel level.	Y	N	
5. Unit shall have a display for: engine rpm, engine hours, system voltage.	Y	N	
6. The machine will have cab heat and air conditioning	Y	N	
7. The seat shall be a cloth suspension type, with fully adjustable armrests and lumbar support.	Y	N	
8. The machine shall have two external mounted mirrors (one either side), and rear vision camera with screen mounted in cab	Y	N	
9. The machine shall have an AM/FM radio with Bluetooth capability	Y	N	
10. Front and rear retractable sun visor	Y	N	
11. Front window cleaning platform,	Y	N	
F. Loader			
1. Machine shall have a 5.25 - 5.5 yd general purpose bucket, pin type mounting, with bolt on cutting edge,	Y	N	
2. Bucket lift height shall be no less than 13 ft.	Y	N	
3. Bucket breakout force shall be no less than 37,000 lb.	Y	N	
4. The loader shall have hydraulic self-leveling and bucket-level indicator.	Y	N	
5. The loader shall have a non-removable, loader boom service lock.	Y	N	
6. Unit should be equipped with a Groeneveld or similar lithium-based EP-1 auto greasing system	Y	N	
7. Machine will have a minimum bucket height at cutting edge of 9 ft 9 inches at full dump position	Y	N	
G. Warranty			
1. Proponent to provide details of warranty coverage	Y	N	
2. Provide details of any extended warranty options & cost	Y	N	
H. Safety			
1. Machine shall be supplied with, audible back up alarm 98 dB, amber	Y	N	

Preferred Specifications / Requirements	Yes (Circle)	No (Circle)	Manufacturers' Specifications of Equipment Offered. Contractor to indicate compliance or deviation with specifications below.
LED strobe light wired with its own switch,			
2. Fire extinguisher approx. 5lb mounted in an accessible location	Y	N	
3. First aid kit	Y	N	