



REQUEST FOR QUOTATIONS

Title: Supply and Delivery of One [or more] 4WD Agricultural Tractor

Reference No.: 1220-040-2024-060

FOR THE SUPPLY OF GOODS - EQUIPMENT

(General Services)

Issue Date: July 3, 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 Specifications and Requirements Response Form to Attachment 1 – Draft Quotation Agreement (the “**Quotation**”) for the supply and delivery of the goods described in Schedule A – Specifications of Goods to Attachment 1 – Draft 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 preferred specifications and requirements of the City. A person that submits a Quotation (the “**Contractor**”) should prepare a Quotation that meets the preferred specifications and requirements, and may as it may choose, in addition, also include goods, or terms that exceed the preferred specifications and 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 23, 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: 1220-040-2024-060

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 – Draft Quotation Agreement – Goods.

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

7. NO AGREEMENT

This RFQ is simply an invitation for quotations (including prices and terms) for the convenience of all parties. It is not a tender or a request for proposals and no obligations of any kind will arise from this RFQ or the submission of Quotations. The City may negotiate changes to any terms of a Quotation, including negotiation of amendments to Contractors' prices in Schedule B to a Quotation, and may negotiate with one or more Contractors or may at any time invite or permit the submission of quotations (including prices and terms) from other parties who have not submitted Quotations. This RFQ does not commit the City in any way to select a Contractor or to proceed to negotiations for a contract, or to award any contract, and the City reserves the complete right to at any time reject all Quotations and to terminate this RFQ process.

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 – Draft 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 – Draft Quotation Agreement – Goods use a brand name of a manufacturer, make, trade name, or catalogue designation in specifying an item, it does not restrict Contractors to the identified manufacturer, make, trade name, or catalogue designation. The usage of such identification is simply to indicate the character, quality and/or performance equivalence of the commodity identified.

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

16. OPTIONAL WORK

A Contractor should include prices for Optional Work, if any, as called for in Schedule B – Form of 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. FACTORY INSTALLATION

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

18. 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 [or more] 4WD Agricultural Tractor

RFQ No.: 1220-040-2024-060

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 [OR MORE] 4WD AGRICULTURAL TRACTOR

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 33;
 - (k) **"Optional Work"** has the meaning set out in Section 16;
 - (l) **"Purchase Price"** means the price quoted by the Contractor and accepted by the City, unless otherwise agreed by the parties in writing, and includes all taxes, duties, freight charges and other charges except GST and PST; and
 - (m) **"Specifications"** means the scope of work and specifications and requirements set out in the schedules to this Agreement, and including anything and everything required to be done for the fulfilment and completion of this Agreement.
2. This Agreement may be modified only by express and specific written agreement. 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:

	<u>Completion Date</u>	<u>Delivery Date</u>
Agricultural Tractor #1	_____	_____
Agricultural Tractor #2 (Optional Work)	_____	_____
Agricultural Tractor #3 (Optional Work)	_____	_____

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 following:
 - (a) 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**"), including any miscellaneous work items selected by the City, for items relating to or incorporated into the Goods; plus
 - (b) any adjustments, including payments owing on account of Change Orders and agreed to by the City in accordance with the provisions of this Agreement
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) 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. The 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) receipt of a completed Province of British Columbia motor vehicle registration form APV-9T;
 - (6) any applicable taxes payable, as separate line items;
 - (7) discounts; and
 - (8) grand total;
 - (b) if the City reasonably 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.

DEFICIENCIES

26. 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.
27. 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

28. 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.
29. 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.
30. 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.
31. 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

32. 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.
33. 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.
34. 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.
35. 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

36. Without limiting the generality of Sections 32, 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

37. 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.

ON-CALL SUPPORT AND ON-SITE SERVICE

38. The Contractor shall, at its own expense, make available a competent engineering service representative(s) available on request to assist the City in the resolution of engineering or design problems that may arise during the life of the Goods.
39. The Contractor shall be available to provide on-site service support, commencing on the date that the first of the Goods are delivered to the Delivery Point until the Goods' life.
40. Nothing in Section 38 or Section 39 relieves the Contractor from any responsibilities under any of the warranty provisions in this Agreement

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:

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)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)



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. GENERAL

It is the intent of this Specification to provide for the Purchase and delivery of one [or more] new and unused 4WD Agricultural Tractor, including items and accessories as described in this Schedule (the “**Goods**”) and all ancillary and related services. 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 City may consider Quotations that deviate to some extent from the preferred technical and functional Specifications & requirements, 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

The tractor shall be manufactured by a company with a registered quality standard no less than ISO 9001.

All Goods including spare parts, items and accessories to be new from factory (not remanufactured, reconditioned, seconds, or surplus), the current production model and configuration at time of order, unless otherwise specified by the City and meet or exceed legal requirements and national or industry standards and codes and should be best suited for their intended purpose in a municipal public works environment.

3. SPECIFICATIONS

The Good(s) 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. See also the Goods list, detailed specifications and descriptions included as part of the Contractor’s Quotation submitted in response to the Request For Quotation issued by the City and which forms part of Schedule B (Quotation Extracts) subject to updates to reflect applicable Good model year.

4. 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.

5. 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.

6. 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.

7. **SCHEDULE A 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 – 4WD AGRICULTURAL TRACTOR

PART II - PREFERRED TECHNICAL AND FUNCTIONAL SPECIFICATIONS AND REQUIREMENTS

1. **Description.** Each Good is to be supplied with all available standard equipment in addition to the following preferred specifications necessary to establish functional and technical requirements. Provide warranty details for the Good/vehicle offered.

A. ENGINE
1. Shall be minimum of 70HP 4 - cylinder engine with high pressure common rail fuel system
2. Complies with Tier 4 emission standard
3. Permanent pre-cleaner and safety element shall be provided
4. Under hood after treatment system
5. Minimum of 90 litre fuel tank
B. TRANSMISSION
1. 12F/12R with forward/reverser shuttle shall be provided. Transmission shall be fully synchronized with high & low speed selector.
2. Clutch shall be wet multi disc
3. Park lock/brake shall be provided
4. For safety, a neutral safety start system shall be included
5. 4WD to be engaged and disengaged via an electro hydraulic switch
6. Tractor should be capable of a minimum of 40 kph
C. STEERING, BRAKES, DIFFERENTIAL, FRAME
1. Unit shall be equipped with hydrostatic steering
2. Hydraulic wet disc brakes shall be provided
3. Rear axle should have differential lock
4. Front differential shall be limited slip
D. HYDRAULICS/PTO
1. A load sensing constant flow system shall be provided
2. Minimum of 60 litres /min
3. Rear independent PTO shall be 540 RPM
4. There shall be 3 hydraulic valves at the rear of the tractor for operating towed implements
5. Category I/II 3 – point hitch with telescopic top link and telescopic stabilizers
6. Control system, top link load sensing
7. Lift capacity @ 24" a minimum of 1500 kgs
E. INSTRUMENTATION
1. Display functions definable by operator shall include:
2. Ground speed
3. PTO speed
4. Engine hours
5. Service hours
6. Fuel gauge
7. Engine oil pressure indicator light/gauge
8. Coolant temperature
9. PTO engagement
10. Alternator indicator light
11. Directional indicators
12. Hazard switch

F. CAB OPERATOR STATION

Cab shall be ROPS and equipped with:

1. Manually adjustable left and right rear vision mirrors
2. Air conditioning and heater
3. Two doors
4. Front windshield wiper and washer
5. Rear windshield wiper and washer
6. Air suspension seat
7. Arm rests and seat belt
8. Tilt/telescopic steering column
9. Right hand operator controls
10. Floor mat
11. Foot throttle control
12. 12-volt power outlet
13. AM/FM/CD radio
14. Overhead courtesy light
15. Rear view mirror
16. Cup holder
17. Sun visor

G. ELECTRICAL:

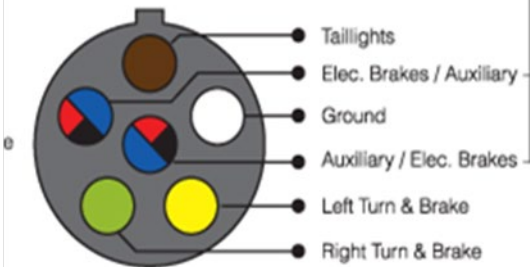
1. A minimum of a 60-amp alternator shall be provided
2. Headlights shall be provided
3. Two front outer roof work lights
4. One rear right roof work light
5. Four roof mounted flashing hazard lights
6. Back up alarm shall be provided
7. Two rear fender stop, tail indication lights, with "hazard function"
8. Beacon light – Falcon mini bar part # F84AWB4-YY. To be mounted on cab to left side towards the rear.
9. Trailer wiring to match 6 pin 1235 BX Cole Hersey t/plug. Trailer wiring to be configured to match City of Surrey wiring standard.

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.

FUNCTION	COLOR
Right Turn	= Green
Left Turn	= Yellow
Ground	= White
Tail / Marker	= Brown
Reverse	= Purple
Battery	= Red / Black
Electric Brake	= Blue

6 Pole Round



Brake and Auxiliary Power have two different industry standards. Identify which way your trailer is wired before wiring connectors.

H. AXLES, WHEELS AND TIRES:

1. 4WD front axle with electro-hydraulic engagement shall be supplied
2. Front and rear tires shall be a "turf tire type" – please provide details



Pattern similar to this is proposed

3. Width of tire and rim shall be of a width to minimize any damage the turf/playing fields – please provide details.
4. The tire size shall ensure the tractor has a minimum road speed of 40kph

I. WARRANTY

1. There shall be a minimum 1-year parts and labor warranty on the tractor.
2. Please provide details on extended warranty options and costs

J. OPERATOR PROTECTION & SAFETY

1. A slow moving vehicle sign to be mounted in prominent position on the rear of the tractor
2. 1 - 2lb dry powder fire extinguisher shall be provided
3. 1 – No.1 first aid kit shall be provided
4. An audible back-up alarm of approx. 98 dbh shall be provided

K. STANDARDS

1. Tractor must comply with government regulations and requirements which allow it to operate on roads and highways:
 - Federal Government Motor Vehicle Standards
 - BC Motor Vehicle Act and Regulations
 - BC Workers' Compensation Board Regulations
 - BC Emissions Standards

L. MISCELLANEOUS

1. A drawbar will be provided with the machine
2. 3 full sets of keys shall be provided
3. Manufacturer's Certificate of Origin shall be provided
4. One complete Service Manual shall be provided
5. One complete Parts Manual shall be provided
6. A complete parts list shall be provided for belts, filters, and hoses
7. Fluid capacities in litres
8. The tractor shall be delivered, registered and insured. The insurance shall be arranged through the City of Surrey's insurance broker.



SCHEDULE B – FORM OF QUOTATION

RFQ Title: Supply and Delivery One [or more] 4WD Agricultural Tractor

RFQ No.: 1220-040-2024-060

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 Quotation is accepted by the City, a contract will be created as described in:
 - (a) the Agreement;
 - (b) the RFQ; and
 - (c) 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 3 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 – Draft Quotation 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 Technical and Functional Specifications / Requirements Response Matrix worksheets, Schedule B-1 and include with Schedule B – Form of Quotation.

- 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.

Experience, 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 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:

10. 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.
11. 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

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

12. Training and Support Services. Contractor should provide a description of the general approach and methodology that the Contractor would take in performing the training and support services that may be provided as part of the Agreement:

13. 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 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.

14. 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 and Payment Terms:

15. Currency. All prices are expressed in Canadian dollars.

16. Pricing. Prices are F.O.B. Destination, Freight Prepaid, all inclusive (including labour, equipment, materials, transportation/freight, packing, delivery, duty, brokerage, tariffs, environmental fees (if applicable) and overheads) and fixed and firm. Federal Goods and Services tax ("GST") and Province of British Columbia provincial sales tax ("PST") is not included in pricing but shown as separate line items.

17. Purchase Price and Payment Terms (Core Goods and Accessories)

State Year, Make & Model:		
Item	Description	Unit Cost (CDN\$)
1	Unit Price for the Supply and Delivery of One Only 4WD Agricultural Tractor	\$
Less:		
2.	Municipal Gov't Discount/Concession	\$
3.	Other Discounts (provide details):	
	(a)	\$
	(b)	\$
Add:		
4	Province of B.C. Environmental Levy (Battery)	\$
5	Province of B.C. Advance Disposal Fee (Tires)	\$
6	Air Conditioning Surcharge	\$
7	Other Fees/Levies (please state)	\$
	a)	\$
	b)	\$
	c)	\$
8	Subtotal:	\$
9	GST (5%):	\$
10	PST (7%):	\$
11	TOTAL QUOTATION PRICE FOR ONE UNIT:	\$
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.		

12	Pricing is firm until (State Date):	
13	Delivery Date after receipt of Purchase Order (State in Days):	
14	Manufacturers Warranty (State Warranty):	
15	Body Warranty (State Warranty):	
16	Warranty repairs shall be performed at:	
17	Please check if applicable: British Columbia Certified	<input type="checkbox"/>

All Pricing in Canadian Dollars. All costs to meet the preferred specifications shall be included in the above Total Quotation Price.

18. Optional Work

The following is a list of Optional Work. The following Unit Prices are to include all fees, levies, and taxes per unit: Province of B.C. Environmental Levy (Lead Acid Batteries), Province of B.C. Advance Disposal Fee (Tires), Air Conditioning Surcharge, other fees/levies (please state), GST, and PST.

Line Item	Description	Unit Price (CDN \$)
<u>AGRICULTURAL TRACTOR</u>		
OP-1	Unit Price if Two Agricultural Tractors Delivered	\$
OP-2	Unit Price if Three Agricultural Tractors Delivered	\$

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

20. 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 AND REQUIREMENTS RESPONSE FORM

TITLE: SUPPLY AND DELIVERY OF ONE [OR MORE] 4WD AGRICULTURAL TRACTOR

REFERENCE No.: 1220-040-2024-060

Note: 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. If space is insufficient, additional pages may be added as necessary.

These Specifications are the preferred Specifications necessary to establish the technical and functional Specifications and requirements. The Goods should 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.

Preferred Technical and Functional Specifications Response Form Index # and Specifications	Specifications Met?		Contractor’s Response Details. (Equipment Specifications Offered) Substitutions, deviations or conflicts must be identified in detail (if insufficient space, attach additional pages.)
	Yes	No	
A. ENGINE			
1. Shall be minimum of 70HP 4 - cylinder engine with high pressure common rail fuel system	<input type="checkbox"/>	<input type="checkbox"/>	
2. Complies with Tier 4 emission standard	<input type="checkbox"/>	<input type="checkbox"/>	
3. Permanent pre-cleaner and safety element shall be provided	<input type="checkbox"/>	<input type="checkbox"/>	
4. Under hood after treatment system	<input type="checkbox"/>	<input type="checkbox"/>	
5. Minimum of 90 litre fuel tank	<input type="checkbox"/>	<input type="checkbox"/>	

Preferred Technical and Functional Specifications Response Form Index # and Specifications	Specifications Met?		Contractor's Response Details. (Equipment Specifications Offered) Substitutions, deviations or conflicts must be identified in detail (if insufficient space, attach additional pages.)
	Yes	No	
B. TRANSMISSION			
1. 12F/12R with forward/reverser shuttle shall be provided. Transmission shall be fully synchronized with high & low speed selector.	<input type="checkbox"/>	<input type="checkbox"/>	
2. Clutch shall be wet multi disc	<input type="checkbox"/>	<input type="checkbox"/>	
3. Park lock/brake shall be provided	<input type="checkbox"/>	<input type="checkbox"/>	
4. For safety, a neutral safety start system shall be included	<input type="checkbox"/>	<input type="checkbox"/>	
5. 4WD to be engaged and disengaged via an electro hydraulic switch	<input type="checkbox"/>	<input type="checkbox"/>	
C. STEERING, BRAKES, DIFFERENTIAL, FRAME			
1. Unit shall be equipped with hydrostatic steering	<input type="checkbox"/>	<input type="checkbox"/>	
2. Hydraulic wet disc brakes shall be provided	<input type="checkbox"/>	<input type="checkbox"/>	
3. Rear axle should have differential lock	<input type="checkbox"/>	<input type="checkbox"/>	
4. Front differential shall be limited slip	<input type="checkbox"/>	<input type="checkbox"/>	
D. HYDRAULICS/PTO			
1. A load sensing constant flow system shall be provided	<input type="checkbox"/>	<input type="checkbox"/>	
2. Minimum of 60 litres /min	<input type="checkbox"/>	<input type="checkbox"/>	
3. Rear independent PTO shall be 540 RPM	<input type="checkbox"/>	<input type="checkbox"/>	
4. There shall be 3 hydraulic valves at the rear of the tractor for operating towed implements	<input type="checkbox"/>	<input type="checkbox"/>	
5. Category I/II 3 – point hitch with telescopic top link and telescopic stabilizers	<input type="checkbox"/>	<input type="checkbox"/>	
6. Control system, top link load sensing	<input type="checkbox"/>	<input type="checkbox"/>	
7. Lift capacity @ 24" a minimum of 1500 kgs	<input type="checkbox"/>	<input type="checkbox"/>	

Preferred Technical and Functional Specifications Response Form Index # and Specifications	Specifications Met?		Contractor's Response Details. (Equipment Specifications Offered) Substitutions, deviations or conflicts must be identified in detail (if insufficient space, attach additional pages.)
	Yes	No	
E. INSTRUMENTATION			
1. Display functions definable by operator shall include:	<input type="checkbox"/>	<input type="checkbox"/>	
2. Ground speed	<input type="checkbox"/>	<input type="checkbox"/>	
3. PTO speed	<input type="checkbox"/>	<input type="checkbox"/>	
4. Engine hours	<input type="checkbox"/>	<input type="checkbox"/>	
5. Service hours	<input type="checkbox"/>	<input type="checkbox"/>	
6. Fuel gauge	<input type="checkbox"/>	<input type="checkbox"/>	
7. Engine oil pressure indicator light/gauge	<input type="checkbox"/>	<input type="checkbox"/>	
8. Coolant temperature	<input type="checkbox"/>	<input type="checkbox"/>	
9. PTO engagement	<input type="checkbox"/>	<input type="checkbox"/>	
10. Alternator indicator light	<input type="checkbox"/>	<input type="checkbox"/>	
11. Directional indicators	<input type="checkbox"/>	<input type="checkbox"/>	
12. Hazard switch	<input type="checkbox"/>	<input type="checkbox"/>	
F. CAB OPERATOR STATION - Cab shall be ROPS and equipped with:			
1. Manually adjustable left and right rear vision mirrors	<input type="checkbox"/>	<input type="checkbox"/>	
2. Air conditioning and heater	<input type="checkbox"/>	<input type="checkbox"/>	
3. Two doors	<input type="checkbox"/>	<input type="checkbox"/>	
4. Front windshield wiper and washer	<input type="checkbox"/>	<input type="checkbox"/>	
5. Rear windshield wiper and washer	<input type="checkbox"/>	<input type="checkbox"/>	
6. Air suspension seat	<input type="checkbox"/>	<input type="checkbox"/>	
7. Arm rests and seat belt	<input type="checkbox"/>	<input type="checkbox"/>	
8. Tilt/telescopic steering column	<input type="checkbox"/>	<input type="checkbox"/>	
9. Right hand operator controls	<input type="checkbox"/>	<input type="checkbox"/>	
10. Floor mat	<input type="checkbox"/>	<input type="checkbox"/>	
11. Foot throttle control	<input type="checkbox"/>	<input type="checkbox"/>	
12. 12-volt power outlet	<input type="checkbox"/>	<input type="checkbox"/>	
13. AM/FM/CD radio	<input type="checkbox"/>	<input type="checkbox"/>	
14. Overhead courtesy light	<input type="checkbox"/>	<input type="checkbox"/>	

Preferred Technical and Functional Specifications Response Form Index # and Specifications	Specifications Met?		Contractor's Response Details. (Equipment Specifications Offered) Substitutions, deviations or conflicts must be identified in detail (if insufficient space, attach additional pages.)
	Yes	No	
15. Rear view mirror	<input type="checkbox"/>	<input type="checkbox"/>	
16. Cup holder	<input type="checkbox"/>	<input type="checkbox"/>	
17. Sun visor	<input type="checkbox"/>	<input type="checkbox"/>	

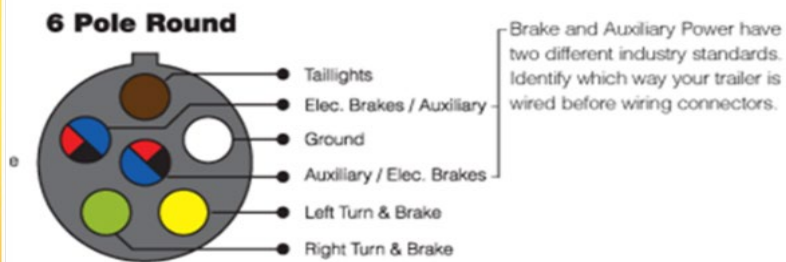
G. ELECTRICAL:

1. A minimum of a 60-amp alternator shall be provided	<input type="checkbox"/>	<input type="checkbox"/>	
2. Headlights shall be provided	<input type="checkbox"/>	<input type="checkbox"/>	
3. Two front outer roof work lights	<input type="checkbox"/>	<input type="checkbox"/>	
4. One rear right roof work light	<input type="checkbox"/>	<input type="checkbox"/>	
5. Four roof mounted flashing hazard lights	<input type="checkbox"/>	<input type="checkbox"/>	
6. Back up alarm shall be provided	<input type="checkbox"/>	<input type="checkbox"/>	
7. Two rear fender stop, tail indication lights, with "hazard function"	<input type="checkbox"/>	<input type="checkbox"/>	
8. Beacon light – Falcon mini bar part # F84AWB4-YY. To be mounted on cab to left side towards the rear.	<input type="checkbox"/>	<input type="checkbox"/>	
9. Trailer wiring to match 6 pin 1235 BX Cole Hersey t/plug. Trailer wiring to be configured to match City of Surrey wiring standard.	<input type="checkbox"/>	<input type="checkbox"/>	

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.

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 Response Form Index # and Specifications	Specifications Met?		Contractor's Response Details. (Equipment Specifications Offered) Substitutions, deviations or conflicts must be identified in detail (if insufficient space, attach additional pages.)
	Yes	No	
H. AXLES, WHEELS AND TIRES:			
1. 4WD front axle with electro-hydraulic engagement shall be supplied	<input type="checkbox"/>	<input type="checkbox"/>	
2. Front and rear tires shall be a "turf tire type" – please provide details 	<input type="checkbox"/>	<input type="checkbox"/>	
Pattern similar to this is proposed.			
3. Width of tire and rim shall be of a width to minimize any damage the turf/playing fields – please provide details	<input type="checkbox"/>	<input type="checkbox"/>	
4. The tire size shall ensure the tractor has a minimum road speed of 40kph	<input type="checkbox"/>	<input type="checkbox"/>	
I. WARRANTY			
1. There shall be a minimum 1-year parts and labor warranty on the tractor.	<input type="checkbox"/>	<input type="checkbox"/>	
2. Please provide details on extended warranty and costs	<input type="checkbox"/>	<input type="checkbox"/>	

Preferred Technical and Functional Specifications Response Form Index # and Specifications	Specifications Met?		Contractor's Response Details. (Equipment Specifications Offered) Substitutions, deviations or conflicts must be identified in detail (if insufficient space, attach additional pages.)
	Yes	No	
J. OPERATOR PROTECTION & SAFETY			
1. A slow moving vehicle sign to be mounted in prominent position on the rear of the tractor	<input type="checkbox"/>	<input type="checkbox"/>	
2. 1 - 2lb dry powder fire extinguisher shall be provided	<input type="checkbox"/>	<input type="checkbox"/>	
3. 1 – No.1 first aid kit shall be provided	<input type="checkbox"/>	<input type="checkbox"/>	
4. An audible back-up alarm of approx. 98 dbh shall be provided	<input type="checkbox"/>	<input type="checkbox"/>	
K. STANDARDS			
1. Tractor must comply with government regulations and requirements which allow it to operate on roads and highways.			
<ul style="list-style-type: none"> • Federal government motor vehicle standards • BC motor vehicle act and regulations • BC workers' compensation board regulations • BC emissions standards 	<input type="checkbox"/>	<input type="checkbox"/>	
L. MISCELLANEOUS			
1. A drawbar will be provided with the machine	<input type="checkbox"/>	<input type="checkbox"/>	
2. 3 full sets of keys shall be provided	<input type="checkbox"/>	<input type="checkbox"/>	
3. Manufacturer's Certificate of Origin shall be provided	<input type="checkbox"/>	<input type="checkbox"/>	
4. One complete Service Manual shall be provided	<input type="checkbox"/>	<input type="checkbox"/>	
5. One complete Parts Manual shall be provided	<input type="checkbox"/>	<input type="checkbox"/>	
6. A complete parts list shall be provided for belts, filters, and hoses	<input type="checkbox"/>	<input type="checkbox"/>	
7. Fluid capacities in litres	<input type="checkbox"/>	<input type="checkbox"/>	
8. The tractor shall be delivered, registered and insured. The insurance shall be arranged through the City of Surrey's insurance broker.	<input type="checkbox"/>	<input type="checkbox"/>	