

REQUEST FOR QUOTATIONS

Title: Supply and Delivery of 16,500lb Truck with Dump Package

Reference No.: 1220-040-2023-052

FOR THE SUPPLY OF GOODS AND SERVICES

(General Services)

Issue Date: September 1st, 2023

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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 to Attachment 1 – Agreement – Goods and Services (the "Quotation") for the supply of the goods (if any) and services described in Schedule A – Specifications of Goods and Scope of Services to Attachment 1 – Agreement – Goods and Services (the "Goods and Services"). The description of the Goods and Services sets out the minimum requirements of the City. A person that submits a Quotation (the "Contractor") should prepare a Quotation that meets the minimum requirements, and may as it may choose, in addition, also include goods, services or terms that exceed the minimum requirements.

2. ADDRESS FOR DELIVERY

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

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

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

3. DATE

The City would prefer to receive Quotations on or before **September 22nd**, **2023** (the "**Date**").

4. INQUIRIES

All inquiries related to this RFQ should be directed in writing to the person named below (the "City Representative"). Information obtained from any person or source other than the City Representative may not be relied upon.

Name: Sunny Kaila, Manager, Procurement Services

E-mail: <u>purchasing@surrey.ca</u>

Reference: 1220-040-2023-052

Inquiries should be made no later than 7 business days before the Date set out in Section 3. The City reserves the right not to respond to inquiries made within 7 business days of the Date set out in Section 3. Inquiries and responses will be recorded and may be distributed to all Contractors at the discretion of the City.

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

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 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. NO CONTRACT

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.

7. 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 or 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 1 – Quotation Agreement – Goods and Services.

8. CONTRACTOR'S EXPENSES

Contractors are solely responsible for their own expenses in preparing and submitting Quotations, and for any meetings, negotiations or discussions with the City or its

representatives and consultants, relating to or arising from this RFQ. The City and its representatives, agents, consultants and advisors will not be liable to any Contractor for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any matter whatsoever, incurred by the Contractor in preparing and submitting a Quotation, or participating in negotiations for a contract, or other activity related to or arising out of this RFQ.

9. CONTRACTOR'S QUALIFICATIONS

By submitting a Quotation, a Contractor represents that it has the expertise, qualifications, resources, and relevant experience to supply the Goods (if any) and perform the Services.

10. 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.

11. SOLICITATION OF COUNCIL MEMBERS, CITY STAFF AND CITY CONSULTANTS

Contractors and their agents will not contact any member of the City Council, City staff or City consultants with respect to this RFQ, other than the contact person named in Section 4, at any time prior to the award of a contract or the cancellation of this RFQ and which could be viewed as one Contractor attempting to seek an unfair advantage over other Contractors.

12. 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.

13. 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 If the Contractor is an individual, including a sole proprietorship, the name of the (c) individual should be included. [END OF PAGE]

ATTACHMENT NO. 1 - DRAFT QUOTATION AGREEMENT - GOODS



QUOTATION AGREEMENT

between

CITY OF SURREY

and

<<INSERT CONTRACTOR NAME>>

for

SUPPLY AND DELIVERY OF 16,500LB TRUCK WITH DUMP PACKAGE

AGREEMENT NO.: 1220-040-2023-052

PO NO.: TBD

ABW NO.: TBD

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ATTACHMENT NO. 1 - AGREEMENT - GOODS AND SERVICES

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

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:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In these General Terms and Conditions:
 - (a) "Agreement" means this agreement and all schedules attached hereto;
 - (b) "City" means the City of Surrey;
 - (c) "Contractor" means a contractor whose Quotation has been accepted by the City and who is providing the Goods and Services under this Agreement;
 - (d) "Fees" means the price set out in Schedule B Quotation Extracts, for the provision of the Goods and Services, unless otherwise agreed by the parties in writing, and includes all taxes;
 - (e) "Goods" means the equipment or materials (if any) as described generally in Schedule A, including anything and everything required to be done for the fulfilment and completion of this Agreement;
 - (f) "Indemnitees" has the meaning described in Section 11.2;
 - (g) "RFQ" means the Request for Quotations;

- (h) "Services" means the services as described generally in Schedule A including anything and everything required to be done for the fulfilment and completion of this Agreement; and
- (i) "**Term**" has the meaning described in Section 3.1.
- 1.2 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 Scope of Services; and
 - (d) other terms, if any, that are agreed to by the parties in writing.
- 1.3 The following attached Schedules are a part of this Agreement:

Schedule A – Specifications of Goods and Scope of Services;

Schedule A-1 – Preferred Technical Specifications;

Schedule B – Quotation Extracts; and

Schedule B-1 – Preferred Technical Specifications Response Form.

2. GOODS AND SERVICES

- 2.1 The Contractor covenants and agrees with the City to provide the Goods and Services in accordance with this Agreement. The Goods and Services provided will meet the specifications and scope set out in Schedule A Specifications of Goods and Scope of Services of this Agreement, and as described in Schedule B Quotation Extracts of this Agreement.
- 2.2 The City may from time to time, by written notice to the Contractor, make changes in the specifications of Goods and scope of Services. The Fees will be increased or decreased by written agreement of the City and the Contractor according to the rates set out in Schedule B Quotation Extracts of this Agreement.
- 2.3 The Contractor will, if requested in writing by the City, provide additional goods or services. The terms of this Agreement will apply to any additional goods or services, and the fees for additional goods or services will generally correspond to the fees as described in Schedule B Quotation Extracts of this Agreement. The Contractor will not provide any additional goods or services in excess of the specification of Goods and scope of Services requested in writing by the City.
- 2.4 The Contractor will perform the Services with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner performing services similar to the Services, and on the understanding that the City is relying on the Contractor's experience and expertise. The Contractor represents that it has the expertise, qualifications, resources, and relevant experience to supply the Goods and Services.

2.5 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.

3. TERM

- 3.1 The Contractor will provide the Goods and Services for the period commencing on (START DATE) and terminating on (END DATE) (the "Term"). (Term duration to align with anticipated delivery date and length of factory warranty)
- 3.2 The parties may extend the Term by mutual agreement. If the Term is extended, the provisions of this Agreement will remain in force except where amended in writing by the parties.

4. TIME

4.1 Time is of the essence.

5. FEES

- 5.1 The City will pay the Fees to the Contractor in accordance with this Agreement. Payment by the City of the Fees will be full payment for the Goods and Services and the Contractor will not be entitled to receive any additional payment from the City.
- 5.2 For greater certainty, costs of general management, non-technical supporting services and general overhead are deemed to be covered by the Fees and will not be subject to additional payment by the City. The Fees shall also include without limitation all costs of boxing, packing, crating, and loading and unloading the Goods at the prescribed destination.

6. PAYMENT

- Subject to any contrary provisions set out in Schedule B Quotation Extracts of the Agreement, the Contractor will submit an invoice to the City requesting payment of the portion of the Fees relating to the Goods and Services provided. Invoices should include the Contractor's name, address and telephone number, the City's purchase order number <<i insert purchase order or contract reference number>, the Contractor's invoice number, the Goods delivered, taxes; and grand total of the invoice.
- 6.2 If the City reasonably determines that any portion of an invoice is not payable, then the City will so advise the Contractor.
- 6.3 The City will pay the portion of an invoice which the City determines is payable within 30 days of the receipt of the Invoice, except the City may hold back from payments 10% of the amount the City determines is payable to the Contractor until such time as the Contractor provides its final report to the City.

- 6.4 If the Contractor offers the City a cash discount for early payment, then the City may, at the City's sole discretion, pay the portion of an Invoice which the City determines is payable at any time after receipt of the Invoice.
 - Invoices will be submitted by the Contractor electronically to: surreyinvoices@surrey.ca
- 6.5 Unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of Canada.
- 6.6 If the Contractor is a non-resident of Canada and does not provide to the City a waiver of regulation letter, the City will withhold and remit to the appropriate governmental authority the greater of:
 - (a) 15% of each payment due to the Contractor; or
 - (b) the amount required under applicable tax legislation.

7. USE OF WORK PRODUCT

7.1 The Contractor hereby sells, assigns and transfers to the City the right, title and interest required for the City to use and receive the benefit of all the reports, drawings, plans, designs, models, specifications, computer software, concepts, products, designs or processes or other such work product produced by or resulting from the Services rendered by the Contractor. This Section does not give the City the right to sell any such work product to any third party and the City may sell the work product only with the prior approval of the Contractor. The Contractor may retain copies of the work product.

8. PERSONNEL AND SUBCONTRACTORS

- 8.1 The Contractor will provide only personnel who have the qualifications, experience and capabilities to provide the Goods and perform the Services.
- 8.2 The Contractor will provide the Goods and Services using the personnel and subcontractors as may be listed in the Quotation, and the Contractor will not remove any such listed personnel or sub-contractors from the Services without the prior written approval of the City.
- 8.3 If the City reasonably objects to the performance, qualifications, experience or suitability of any of the Contractor's personnel or sub-contractors then the Contractor will, on written request from the City, replace such personnel or sub-contractors.
- 8.4 Except as provided for in Section 8.2, the Contractor will not engage any personnel or sub-contractors, or sub-contract or assign its obligations under this Agreement, in whole or in part, without the prior written approval of the City.
- 8.5 The Contractor will preserve and protect the rights of the City with respect to any Services performed under sub-contract and incorporate the conditions of this Agreement into all sub-contracts as necessary to preserve the rights of the City under this Agreement. The Contractor will be as fully responsible to the City for acts and omissions of sub-contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

9. LIMITED AUTHORITY

- 9.1 The Contractor is not and this Agreement does not render the Contractor an agent or employee of the City, and without limiting the above, the Contractor does not have authority to enter into any contract or reach any agreement on behalf of the City, except for the limited purposes as may be expressly set out in this Agreement, or as necessary in order to provide the Goods and Services. The Contractor will make such lack of authority clear to all persons with whom the Contractor deals in the course of providing the Goods and Services. Every vehicle used by the Contractor in the course of providing the Goods and Services shall identify the Contractor by name and telephone number.
- 9.2 The Contractor is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City will not control or direct the details, means or process by which the Contractor performs the Services. The Contractor will determine the number of days and hours of work required to properly and completely perform the Services. The Contractor is primarily responsible for performance of the Goods and Services and may not delegate or assign any Services to any other person except as provided for in Section 8.4. The Contractor will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or sub-contractors.

10. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

- 10.1 Except as provided for by law or otherwise by this Agreement, the Contractor will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of the provision of the Goods or performance of the Services and this Agreement, and will not, without the prior express written consent of the City, publish, release, disclose or permit to be disclosed any such information to any person or corporation, either before, during or after termination of this Agreement, except as reasonably required to complete the Goods and Services.
- 10.2 The Contractor acknowledges that the City is subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia and agrees to any disclosure of information by the City required by law.
- 10.3 The Contractor agrees to return to the City all of the City's property at the completion of this Agreement, including any and all copies or originals of reports provided by the City.

11. WARRANTIES

11.1 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.

11.2 The Contractor warrants and guarantees that Goods and Services 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 and Services supplied under this Agreement.

12. INSURANCE AND DAMAGES

- 12.1 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.
- 12.2 The indemnities 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.
- 12.3 The Contractor will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this Agreement the following insurances in forms and amounts acceptable to the City from insurers licensed to conduct business in Canada:
 - (a) commercial general liability insurance on an occurrence basis, in an amount not less than five million (\$5,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Contractor, its employees and agents. The insurance will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and operators liability, broad form products and completed operations, owners and contractors protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability, broad form loss of

- use, personal injury, and incidental medical malpractice. The City will be added as additional insured;
- (b) automobile liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than three million (\$3,000,000) dollars per occurrence for bodily injury, death and damage to property;
- (c) contractors' equipment insurance in an all risks form covering construction machinery and equipment used for the performance of the Services.
- 12.4 The Contractor will provide the City with evidence of the required insurance prior to the commencement of this Agreement. Such evidence will be in the form of a completed certificate of insurance acceptable to the City. The Contractor will, on request from the City, provide certified copies of all of the Contractor's insurance policies providing coverage relating to the Services, including without limitation any professional liability insurance policies. All required insurance will be endorsed to provide the City with thirty (30) days advance written notice of cancellation or material change restricting coverage. To the extent the City has an insurable interest, the builder's risk policy will have the City as first loss payee. The Contractor will be responsible for deductible amounts under the insurance policies. All of the Contractor's insurance policies will be primary and not require the sharing of any loss by the City or any insurer of the City.
- 12.5 The Contractor acknowledges that any requirement by the City as to the amount of coverage under any policy of insurance will not constitute a representation by the City that the amount required is adequate and the Contractor acknowledges and agrees that the Contractor is solely responsible for obtaining and maintaining policies of insurance in adequate amounts. The insurance policy coverage limits shall not be construed as relieving the Contractor from responsibility for any amounts which may exceed these limits, for which the Contractor may be legally liable.
- 12.6 The Contractor shall place and maintain, or cause any of its sub-contractors to place and maintain, such other insurance or amendments to the foregoing policies as the City may reasonably direct.
- 12.7 The Contractor hereby waives all rights of recourse against the City for loss or damage to the Contractor's property.

13. CITY RESPONSIBILITIES

- 13.1 The City will, in co-operation with the Contractor, make efforts to make available to the Contractor information, surveys, and reports which the City has in its files and records that relate to the Goods and Services. The Contractor will review any such material upon which the Contractor intends to rely and take reasonable steps to determine if that information is complete or accurate. The Contractor will assume all risks that the information is complete and accurate and the Contractor will advise the City in writing if in the Contractor's judgment the information is deficient or unreliable and undertake such new surveys and investigations as are necessary.
- 13.2 The City will in a timely manner make all decisions required under this Agreement, examine documents submitted by the Contractor and respond to all requests for approval made by the Contractor pursuant to this Agreement.

13.3 If the City observes or otherwise becomes aware of any fault or defect in the delivery of Goods or the provision of Services, it may notify the Contractor, but nothing in this Agreement will be interpreted as giving the City the obligation to inspect or review the Contractor's performance with regards to delivering Goods or the performance of the Services.

14. DEFICIENCIES

- 14.1 The City shall have a reasonable time to inspect and to accept the Goods and Services. The City may reject any Goods or Services 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 or Services 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.
- 14.2 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 Goods or Services. This holdback may be held, without interest, until replacement Goods are received or such deficiency or defect is remedied.

15. DEFAULT AND TERMINATION

- 15.1 In the event the Contractor does not deliver the Goods or perform the Services by the date specified in 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 delivery or performance, 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 delivery or performance.
- 15.2 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.
- 15.3 The City may at any time and for any reason by written notice to the Contractor terminate this Agreement before the completion of all the Goods and Services, such notice to be determined by the City at its sole discretion. Upon receipt of such notice, the Contractor will perform no further Goods and Services other than the work which is reasonably required to complete the Goods and Services. Despite any other provision of this Agreement, if the City terminates this Agreement before the completion of all the Goods and Services, the City will pay to the Contractor all amounts owing under this Agreement for Goods and Services provided by the Contractor up to and including the date of termination, plus reasonable termination costs in the amount as determined by the City in its sole discretion. Upon payment of such amounts no other or additional payment will be owed by the City to the Contractor, and, for certainty, no amount will be owing on account

of lost profits relating to the portion of the Goods and Services not performed or other profit opportunities.

- 15.4 The City may terminate this Agreement for cause as follows:
 - (a) If the Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or if a receiver is appointed because of its insolvency, the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Contractor or receiver or trustee in bankruptcy written notice; or
 - (b) If the Contractor is in breach of any term or condition of this Agreement, and such breach is not remedied to the reasonable satisfaction of the City within 5 days after delivery of written notice from the City to the Contractor, then the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Contractor further written notice.
- 15.5 If the City terminates this Agreement as provided by Section 15.4 then the City may:
 - (a) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Goods and Services;
 - (b) withhold payment of any amount owing to the Contractor under this Agreement for the performance of the Goods and Services;
 - (c) set-off the total cost of completing the Goods and Services incurred by the City against any amounts owing to the Contractor under this Agreement, and at the completion of the Goods and Services pay to the Contractor any balance remaining; and
 - (d) if the total cost to complete the Goods and Services exceeds the amount owing to the Contractor, charge the Contractor the balance, which amount the Contractor will forthwith pay.

16. CURING DEFAULTS

16.1 If the Contractor is in default of any of its obligations under this Agreement, then the City may without terminating this Agreement, upon 5 days written notice to the Contractor, remedy the default and set-off all costs and expenses of such remedy against any amounts owing to the Contractor. Nothing in this Agreement will be interpreted or construed to mean that the City has any duty or obligation to remedy any default of the Contractor.

17. DISPUTE RESOLUTION

- 17.1 The parties will make reasonable efforts to resolve any dispute, claim, or controversy arising out of this Agreement or related to this Agreement ("Dispute") using the dispute resolution procedures set out in this Section.
- 17.2 Negotiation: The parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.

- 17.3 Mediation: If all or any portion of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may by notice to the other party refer the matter to mediation. Within 7 days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Surrey, British Columbia. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation.
- 17.4 Litigation: If within 90 days of the request for mediation the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice commence litigation.

18. WCB AND OCCUPATIONAL HEALTH AND SAFETY

- 18.1 The Contractor agrees that it shall, at its own expense, procure and carry, or cause to be procured, carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in the supply of the Goods and Services. The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for the Workers' Compensation Board coverage against any monies owing by the City to the Contractor. The City will have the right to withhold payment under this Agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of the Goods and Services have been paid in full.
- 18.2 The Contractor will provide the City with the Contractor's Workers' Compensation Board registration number and a letter from the Workers' Compensation Board confirming that the Contractor 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 obligations to pay monies under this Agreement.
- 18.3 The Contractor agrees that it is the prime contractor for the Goods and Services as defined in the *Workers Compensation Act, R.S.B.C. 2019, c.1,* as amended. The Contractor will have a safety program in place that meets the requirements of the Workers' Compensation Board Occupational Health and Safety Regulation and the *Workers Compensation Act.* As prime contractor, the Contractor will be responsible for appointing a qualified coordinator for insuring the health and safety activities for the location of the Goods and Services. That person will be the person so identified in this Agreement, and the Contractor will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.
- 18.4 Without limiting the generality of any other indemnities granted by the Contractor in this Agreement, the Contractor shall indemnify and save harmless the Indemnitees from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgements, penalties and proceedings (including all actual legal costs) which any of the Indemnitees incur, suffer or are put to arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.

- 18.5 The Contractor will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensations Act* and Regulations pursuant thereto.
- 18.6 The City may, on twenty-four (24) hours written notice to the Contractor, install devices or rectify any conditions creating an immediate hazard existing that would be likely to result in injury to any person. However, in no case will the City be responsible to ascertaining or discovering, through inspections or review of the operations of the Contractor or otherwise, any deficiency or immediate hazard.
- 18.7 The Contractor understands and undertakes to comply with all Workers' Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations. All "Material Safety Data Sheets (MSDS)" shall be shipped along with the Goods and any future MSDS updates will be forwarded.

19. BUSINESS LICENSE

19.1 The Contractor will obtain and maintain throughout the term of this Agreement a valid City of Surrey business license.

20. GENERAL PROVISIONS FOR GOODS

20.1 Documentation for shipments of Goods from outside Canada shall be provided by a Contractor by airmail and shall include all documents as required by law or customary practice. All packages shall be marked as follows:

"Upon arrival, please contact customs broker:

Livingston International Inc. Telephone: 604-685-3555 Fax: 604-605-8231

Email: cst19@livingstonintl.com"

- 20.2 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.
- 20.3 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.

21. COMPLIANCE

21.1 The Contractor will provide the Goods and Services in full compliance with all applicable laws, building codes and regulations.

- 21.2 The Contractor will, as a qualified and experienced practitioner, interpret applicable codes, laws and regulations applicable to the performance of the Services. If an authority having jurisdiction imposes an interpretation which the Contractor could not reasonably have verified or foreseen prior to entering into this Agreement, then the City will pay the additional costs, if any, of making alterations so as to conform to the required interpretation.
- 21.3 The Contractor shall comply with all applicable policies, procedures and instructions provided by the City

22. JURISDICTION OF COUNCIL AND NON-APPROPRIATION

- 22.1 Nothing in this Agreement limits or abrogates, or will be deemed to limit or abrogate, the jurisdiction of the Council of the City in the exercise of its powers, rights or obligations under any public or private statute, regulation or by-law or other enactment.
- 22.2 The Contractor recognizes and agrees that the City cannot make financial commitments beyond the City's current fiscal year. The City will annually make bonafide requests for appropriation of sufficient funds to cover all payments covered by this Agreement. If City Council does not appropriate funds, or appropriates insufficient funds, the City will notify the Contractor of its intention to terminate or reduce the services so affected within 30 days after the non-appropriation becomes final. Such termination shall take effect 30 days from the date of notification, shall not constitute an event of default and shall relieve the City, its officers and employees, from any responsibility or liability for the payment of any further amounts under this Agreement.

23. WAIVER

23.1 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 of the terms and conditions.

24. APPLICABLE LAW AND CITY POLICIES

- 24.1 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.
- 24.2 The Contractor shall comply with all applicable policies, procedures and instructions provided by the City.

25. NOTICES

- 25.1 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.
- 25.2 The addresses for delivery will be as shown in the Quotation. In addition, the City may give notice to the Contractor by email at the Contractor's email address as shown in the Quotation, which email will be deemed to be validly given and received by the Contractor on transmission. The Contractor may not give notice to the City by email.

26. MERGER AND SURVIVAL

26.1 The representations, agreements, covenants and obligations set out in this Agreement shall survive the delivery of the Goods and performance of the Services and payment of the Fees and Disbursements.

27. ENTIRE AGREEMENT

- 27.1 This Agreement, including the Schedules and any other documents expressly included by reference in this Agreement, contains the entire agreement of the parties regarding the provision of the Goods and Services, 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 and Services.
- 27.2 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.

28. SIGNATURE

- 28.1 This Agreement shall be signed by a person authorized to sign on behalf of the Contractor.
- 28.2 This Agreement may be executed in or 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.

[END OF PAGE]

29. ENUREMENT

29.1 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

<<INSERT NAME OF CONTRACTOR>>

by its authorized signatory:

(Signature of Authorized Signatory)

PRINT NAME AND POSITION OF AUTHORIZED SIGNATORY

SCHEDULE A – SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES

1. SPECIFICATIONS

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

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

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

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

The City may consider Quotations that deviate to some extent from the Preferred Technical Specifications if it proves to be in the best interest of the City to do so. Such deviations should be clearly noted by the Contractor as a departure in Schedule B and specifics of the deviation detailed in the Schedule B-1 comments column beside the impacted technical specification.

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

Brochures or additional specifications may be attached as supplemental information.

2. QUALITY

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

3. SERVICES

The services include, 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 <u>As-built Electrical Wiring Schematics</u> to cover any and all wiring not installed by the manufacturer. This diagram to include part numbers and brand names of switches, lights, etc. of part used;
- Complete <u>Parts List</u> of all belts, hoses and filters; including parts numbers, manufacturer and use; and
- A Fluid Capacities in litres.

6. MANUFACTURER'S WARRANTY

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

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

7. OPTIONAL ITEMS

The City of Surrey may choose, at its sole discretion, to add any or all of the optional items to this purchase. Contractor shall provide on a cover letter with a list of options and prices.

[END OF PAGE]

SCHEDULE A-1 – PREFERRED TECHNICAL SPECIFICATIONS

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

The specification herein states the preferred specifications of the City of Surrey. All Quotations shall be regular in every respect. Unauthorized conditions, limitations, or provisions may be cause for rejection.

Preferred Technical Specifications

A. Exterior

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

B. Engine

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

C. Transmission, Brakes

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

D. Fuel Tanks

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

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

Tanks must be rated @ 3600 psi.

Steel tanks are unacceptable.

State tank size.

- 3. All tanks must be CSA approved
- 4. Fuel gauge for each fuel type shall be provided in easy view for the driver
- 5. The switch to change from one fuel to the other shall be hidden from the driver

- 6. CNG fuel tank(s) should be mounted in the upper part of the cross-bed toolbox as provided by the body supplier in a manner to maximize box space and meets M.O.T and CNG installation regulations. Final tank size should be discussed with the body supplier to ensure tank fits in the toolbox.
- 7. CNG filling ports (2) (one either side) shall be located between the cab and the toolbox
- 8. Valving shall be installed in a suitable location to allow for the CNG system to be de-fueled should the need arise
- 9. CNG fuel tubing shall be stainless steel of 3/8" diameter, from the filler port to the tank(s)

E. Wheels, Tires

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

F. Interior

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

G. Miscellaneous

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

FUNCTION COLOR

Right Turn = Green

Left Turn = Yellow

Ground = White

Tail / Marker = Brown

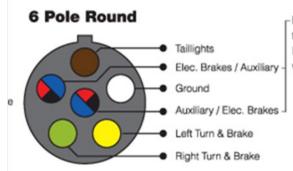
Reverse = Purple

Battery = Red / Black

Electric Brake = Blue

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.



Taillights

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

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

H. CNG

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

- 4. State dump body upfitter
- 5. 12' Landscape Body with 11 yard brush capacity
- 6. Dump body finish in slate grey
- 7. Heavy duty steel.
- 8. Body inside width shall be 90"
- 9. Body outside width shall be 96"
- 10. Body side height shall be 50"
- 11. Floor to be fabricated from 7 GA steel
- 12. The under structure will be a crossmember less design for protection against rolling floor.
- 13. Crossmember style dump bodies not accepted.
- 14. Longsills to be fabricated, trapezoidal design
- 15. Longsills to be fabricated from 10-gauge steel
- 16. Interior of longsills to be coated internally with SG-50A corrosion preventative compound at the factory to deter rust and corrosion
- 17. Complete hydraulic setup to facilitate dump body
- 18. Electric over hydraulic dual acting power pack
- 19. 9 Ton underbody scissor hoist, front-of-body hoist not acceptable
- 20. Standard double acting cylinder
- 21. Cylinder bore to be 5 1/2"
- 22. Cylinder stroke to be 15 1/4"
- 23. Cylinder should diameter to be 2"
- 24. 50 degree dumping angle
- 25. Sides to be constructed of steel.
- 26. Rear corner pillars shall be full depth for added strength
- 27. 46" high sides
- 28. Rear pillars should incorporate LED clearance lights mounted in rubber grommets. All lighting is to meet CMVSS Regulations. All lighting to be LED.
- 29. Swing out 48" side access door on Passenger side front of body. To include cam lock style door latching system.
- 30. Stow away pull-out ladder to be located under passenger side access door for easy access into body
- 31. Sides to be constructed of steel.
- 32. Rear corner pillars shall be full depth for added strength
- 33. 46" high sides
- 34. Rear pillars shall incorporate LED clearance lights mounted in rubber grommets
- 35. Swing out 48" side access door on Passenger side front of body. To include cam lock style door latching system.

- 36. Stow away pull-out ladder to be located under passenger side access door for easy access into body
- 37. 46" High dual rear barn doors
- 38. Single lever mechanism for opening and closing of rear doors.
- 39. Doors to open 270 degrees of opening and to latch in place on sides of body for dumping.
- 40. Front bulkhead to have pressed in horizontal "V" brace for added strength
- 41. Bulkhead to be a one-piece, integral design, eliminating welds
- 42. Bulkhead to have cab shield that is 40" in depth with capability of stowing wheelbarrows.
- 43. The bulkhead will be of suitable height to cover aluminum cross bed box

J. Cross Box Cabinet

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

K. Warranty and Manuals

- 1. Provide details of manufacturer's warranty minimum of 1 year
- 2. Provide details of installers warranty on workmanship and parts
- 3. Provide location of installation and repair facility
- 4. Provide vehicle warranty, and extended warranty options
- 5. Operators Manuals / Service Manuals
 - I. 1 Service manual and parts manual in digital format or CD c/w software
 - II. Provide CNG system service manual, parts manual with trouble shooting guide
 - III. A build sheet should be provided detailing (but not limited to the following upon delivery):

- VIN
- Engine details including serial number
- Transmission details including serial number
- Diff details including serial number
- Oil types and quantities for all components
- Tire make, type and size
- Engine belts details
- Filter list for all components
- Battery details
- Beacon light make
- Body
- Hydraulic components including hydraulic service and parts manual in digital format
- CNG Filter part number
- Regulator part number

[END OF PAGE]



SCHEDULE B – QUOTATION

RFQ Titl	e: Supply and Delive	ery of 16,500lb Truck with Dump Package
RFQ No	: 1220-040-2023-0	052
CONTR	ACTOR	
Legal Na	me:	
Contact	Person and Title:	
Business	s Address:	
Business	s Telephone:	
Business	s Fax:	
Business	s E-Mail Address:	
CITY OF	SURREY	
City Repr	resentative: Sunny	Kaila, Manager, Procurement Services
E-mail fo	or PDF Files: purcha	asing@surrey.ca
		cepted by the City, a contract will be created as described in:
•	a) the Agreement;b) the RFQ; and	
`	,	any, that are agreed to by the parties in writing.
ti re	nem in the RFQ. Ex	ed and not defined in this Quotation will have the meanings given to cept as specifically modified by this Quotation, all terms, conditions ranties and covenants as set out in the RFQ will remain in full force
re		the RFQ Attachment 1 – Agreement – Goods and Services. I y, I/we would be prepared to enter into that Agreement, amended by res (list, if any):
S	Section	Requested Departure(s)
-		

	Workers' Compensation Board coverage in good standing and further, if an "Owne Operator" is involved, personal operator protection (P.O.P.) will be provided, Workers' Compensation Registration Number Prime Contractor qualified coordinator is Name:
(c)	Prime Contractor qualified coordinator is Name:
(c)	and Contact Number:;
	<u>Insurance</u> coverage for the amounts required in the proposed Agreement as minimum, naming the City as additional insured and generally in compliance with the City's sample insurance certificate form available on the City's Website a www.surrey.ca search Standard Certificate of Insurance ;
(d)	City of Surrey or Intermunicipal <u>Business License</u> : Number
(e)	If the Contractor's Goods and Services are subject to GST, the Contractor's <u>GS</u> <u>Number</u> is; and
(f)	If the Contractor is a company, the <u>company name</u> indicated above is <u>registere</u> with the Registrar of Companies in the Province of British Columbia, Canada Incorporation Number
requi	the date of this Quotation, we advise that we have the ability to meet all of the above rements except as follows (list, if any): lested Departure(s):
Pleas	se State Reason for the Departure(s):

I/We have reviewed the RFQ Attachment 1, Schedule A – Specifications of Good Scope of Services. If requested by the City, I/we would be prepared to meet requirements, amended by the following departures and additions (list, if any):
Requested Departure(s)

Fees and Payments

Changes and Additions to Specifications:

8. 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 may negotiate pricing adjustments based on price changes from the manufacturer. The Contractor will be expected to provide factory invoices to justify increases.

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

Quota	ation: 16,500lbs GVW Regular Cab 4x2, Cab & Chassis	Configuration 120" CA		
State	Year, Make & Model:			
Item	Description	Unit Cost (CDN\$)		
1	Unit Price for 16,500lbs GVW Regular Cab 4x2, Cab & Chassis Configuration 120" CA (excluding dump box, and CNG conversion)	\$		
2	CNG Conversion and installation	\$		
3	Province of B.C. Environmental Levy (Battery)	\$		
4	Province of B.C. Advance Disposal Fee (Tires)	\$		
5	Air Conditioning Surcharge	\$		
	Other Fees/Levies (please state)	\$		
6	a)	\$		
6	b)	\$		
	c)	\$		
7	Subtotal:	\$		
8	GST (5%)	\$		
9	PST (7%)	\$		
10	Total Quotation Price: \$			
	ent Terms: A cash discount of% will be allowed if invoid day of the month following, or net 30 days, on a best e			
11	Pricing is firm until (State Date):			
12	Delivery Date after award notification (State in days):			
13	Manufacturers Warranty (State Warranty):			
14	Body Warranty (State Warranty):			
15	Warranty repairs shall be performed at:			
16	Please check if applicable: British Columbia Certified			
	icing in Canadian Dollars. All costs to meet the preferred spansor above Total Quotation Price.	pecifications shall be included		

RFQ 1220-040-2023-052 - Supply and Delivery of 16,500lb Truck with Dump Package

9. The following is a list of Optional Price(s) to the Goods and forms part of this RFQ, upon the acceptance of any or all of the Optional Price(s). The Optional Prices are an addition to the Total Quotation Price and do not include GST. DO NOT state a revised Total Quotation Price.

Optional Prices					
Item	Description	Unit Cost (CDN\$) Addition			
1	12' Dump Box	\$			
	Confirm that the Dump Box would be compatible with the equipment specifications listed in Schedule A (attach additional pages if required):				

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.

OI LITE	of the day of the month following, of het 30 days, off a best effort basis.			
2	Pricing is firm until (State Date):			
3	Delivery Date after award notification (State in days):			
4	Manufacturers Warranty (State Warranty for each):			
4a	12' Dump Box			
5	Warranty repairs shall be performed at:			
5a	12' Dump Box			

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

As part of their Quotation(s), Contractors should submit Schedule B-1 - Preferred Technical Specifications Response Forms (as applicable) by completing the spreadsheet's third right-most columns.

Time Schedule:

10. Contractors should provide an estimated schedule, with major item descriptions and times indicating a commitment to provide the Goods and perform the Services within the time specified (use the spaces provided and/or attach additional pages, if necessary).

MILESTONE DATES _____

ACTIVITY					SCH	EDUL	E IN			
	1	2	3	4	5	6	7	8	9	10

Experience, Reputation and Resources:

11.	Contractor's relevant experience and qualifications in delivering Goods and Services similar to those required by the Agreement (use the spaces provided and/or attach additional pages, if necessary):
12.	Contractor's references (name and telephone number) (use the spaces provided and/or attach additional pages, if necessary). The City's preference is to have a minimum of three references. Previous clients of the Contractor may be contacted at the City's discretion.
13.	Contractors should identify and provide the background and experience of all key

Key Personnel

attach additional pages, if necessary):

Name:	
Experience:	
Dates:	
Project Name:	
Responsibility:	

personnel proposed to provide the Goods and Services (use the spaces provided and/or

	Description of Goods & Services	Sub-Contractors & Material Suppliers Na		Years of Working with Contractor	Telephone Number and Email
15.	I/We the undersigned of and carefully reviewed the RFQ.	•			•
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SCHEDULE B-1 -PREFERRED TECHNICAL SPECIFICATIONS RESPONSE FORM

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 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 manufacturers' specifications.

Preferred Technical Specifications Response Form	√ (Yes)	√ (No)	Manufacturers' Specifications of Equipment Offered. Contractor should complete all spaces in this column.
A. Exterior			
1. Colour - White			
Cab & Chassis, 120-inch CA, 205 inch wheelbase			
3. Trailer tow mirrors, power, and heated glass with spotter mirror and LED side mirror spotlights			
4. Install window vent visors on both front doors			
B. Engine			
Engine shall be prepared (gaseous prep engine) to run on CNG and gasoline and shall comply with all Provincial and Federal engine emission regulations. It is the supplier and installers responsibility to ensure the engine meets all Canadian exhaust and evaporative emission requirements when running on CNG.			
2. State engine configuration, size			

	eferred Technical Specifications Response rm	√ (Yes)	√ (No)	Manufacturers' Specifications of Equipment Offered. Contractor should complete all spaces in this column.
3.	Full manufactures or dealers warranty with CNG conversion should be provided			
	For CNG option, CNG system to be integrated into manufacturer's engine management system			
5.	For CNG option, CNG system conversion is requested (preference will be given to Prins components)			
6.	Cooling system to -30F			
	Transmission, Brakes			
1.	Automatic transmission, with selectable drive modes, state number of speeds			
2.	Power assisted ABS brakes			
3.	Limited slip differential			
D.	Fuel Tanks			
1.	The manufacturers gasoline fuel tank shall remain			
	CNG tank(s) should be of a size of at least 24 GGE/93GLE (274 litre water capacity 21" dia x 60" long) to give sufficient operating range under normal operating conditions and should be made of composite material Type 4. The City will also consider larger tanks, and these should be priced separately, 30GGE, (352 litre water capacity, 21" x 80") should be made of composite material Type 4. Tanks must be rated @ 3600 psi. Steel tanks are unacceptable. State tank size.			
3.	All tanks must be CSA approved			
4.	Fuel gauge for each fuel type shall be provided in easy view for the driver			
5.	The switch to change from one fuel to the other shall be hidden from the driver			
6.	CNG fuel tank(s) should be mounted in the upper part of the cross-bed toolbox as provided by the body supplier in a manner to maximize box space and meets M.O.T and CNG installation regulations. Final tank size should be discussed with the body supplier to ensure tank fits in the toolbox.			

Preferred Technical Specifications Response Form	√ (Yes)	√ (No)	Manufacturers' Specifications of Equipment Offered. Contractor should complete all spaces in this column.
7. CNG filling ports (2) (one either side) shall be located between the cab and the toolbox			
Valving shall be installed in a suitable location to allow for the CNG system to be de-fueled should the need arise			
9. CNG fuel tubing shall be stainless steel of 3/8" diameter, from the filler port to the tank(s)			
E. Wheels, Tires			
1. 19.5" painted steel wheels 6 only, no spare.			
2. Tires, 225/70Rx19.5 BSW, traction tread tires on the rear, and running tread on the front			
F. Interior			
1. Seats 40/20/40 split front seat, vinyl covered			
Seat covers should be installed – fabric type Wrangler – Fia Saddle Blanket type			
3. Two 12-volt power outlets shall be provided			
Rubber floor mats shall be provided for all seating areas			
5. Air conditioning			
Radio AM/FM stereo w/MP3 player with Bluetooth			
7. All auxiliary cab switches shall be wired from a non-switched source – e.g. direct from battery			
8. Remote keyless entry			
9. Power windows			
G. Miscellaneous			
Remote keyless entry with 3 sets of keys			
Class V hitch (20,000 lb capacity) on rear of truck			
A 6-pin electric plug for lighting and wired into the factory brake controller. The plug will be wired to the City's wiring standard.			
Whelan RILPPA LED amber beacon mounted to center of cab shield wired to factory switch in cab			
Spring rewind tarping system mounted off the bulkhead			

Preferred Technical Specifications Response Form	√ (Yes)	√ (No)	Manufacturers' Specifications of Equipment Offered. Contractor should complete all spaces in this column.
6. Back up alarm – preferred Grote part # 73040 97			
dBA 7. Dual 68 AH 750 CCA batteries			
8. 390 amp alternator approx.	П		
9. Pre-collision alert			
10. State GVW in Ibs			
11. State max towing capacity in lbs			
12. 7-point manual grease bank to grease hoist located in easy access for staff			
13. Fire extinguisher 2.5lb dry powder ABC type			
14. WCB Level 1 Basic First Aid Kit			
15. Splash guards front and mudflaps rear			
16. Running boards shall be supplied and fitted			
17. The vehicle shall be rust proofed with a product that provides long term protection and does not require continued reapplication of the product. Contractor to provide details of product offered and warranty.			
18. The Contractor shall deliver the vehicles, registered, insured, and plated as per the City's insurance requirements through the City's insurance broker.			
H. CNG			
The vehicles shall default to run on CNG and shall only operate on gasoline when the CNG tank is empty. Vehicles may start on gasoline but should automatically switch to CNG once they reach operating temperature. (Please provide details)			
 2. Provide the following information regarding the CNG installation: Conversion supplier/make, Prins is preferred. The tank must have approximately 20-year life from the time of installation. 			
I. Body		ı	
Landscape body package			

Preferred Technical Specifications Response Form	√ (Yes)	√ (No)	Manufacturers' Specifications of Equipment Offered. Contractor should complete all spaces in this column.
2. State dump body make			
State dump body model			
4. State dump body upfitter			
5. 12' Landscape Body with 12 yard brush capacity			
6. Dump body finish in slate grey			
7. Heavy duty steel.			
8. Body inside width shall be 90"			
9. Body outside width shall be 96"			
10. Body side height shall be 50"			
11. Floor to be fabricated from 7 GA steel			
12. The under structure will be a crossmember less design for protection against rolling floor.			
13. Crossmember style dump bodies not accepted.			
14. Longsills to be fabricated, trapezoidal design			
15. Longsills to be fabricated from 10-gauge steel			
16. Interior of longsills to be coated internally with SG-50A corrosion preventative compound at the factory to deter rust and corrosion			
17. Complete hydraulic setup to facilitate dump body			
18. Electric over hydraulic dual acting power pack			
19. 9 Ton underbody scissor hoist, front-of-body hoist not acceptable			
20. Standard double acting cylinder			
21. Cylinder bore to be 5 1/2"			
22. Cylinder stroke to be 15 1/4"			
23. Cylinder should diameter to be 2"			
24. 50 degree dumping angle			
25. Sides to be constructed of steel.			
26. Rear corner pillars shall be full depth for added strength			
27. 46" high sides			
28. Rear pillars should incorporate LED clearance lights mounted in rubber grommets. All lighting is to meet CMVSS Regulations. All lighting to be LED.			

Preferred Technical Specifications Response Form	√ (Yes)	√ (No)	Manufacturers' Specifications of Equipment Offered. Contractor should complete all spaces in this column.
29. Swing out 48" side access door on Passenger side front of body. To include cam lock style door latching system.			
30. Stow away pull-out ladder to be located under passenger side access door for easy access into body			
31. Sides to be constructed of steel.			
32. Rear corner pillars shall be full depth for added strength			
33. 46" high sides			
34. Rear pillars shall incorporate LED clearance lights mounted in rubber grommets			
35. Swing out 48" side access door on Passenger side front of body. To include cam lock style door latching system.			
36. Stow away pull-out ladder to be located under passenger side access door for easy access into body			
37. 46" High dual rear barn doors			
38. Single lever mechanism for opening and closing of rear doors.			
39. Doors to open 270 degrees of opening and to latch in place on sides of body for dumping.			
40. Front bulkhead to have pressed in horizontal "V" brace for added strength			
41. Bulkhead to be a one-piece, integral design, eliminating welds			
42. Bulkhead to have cab shield that is 40" in depth with capability of stowing wheelbarrows.			
43. The bulkhead will be of suitable height to cover aluminum cross bed box			
J. Cross Bed Cabinet		ı	
An aluminum cross box to be mounted between dump body and chassis. Bare aluminum finish. The space between the cab and the dump box must be kept to a minimum to ensure weight is distributed to the front axle.			
2. Cross box should be 32" wide, with a door opening large enough to allow for the fitment of a			

Preferred Technical Specifications Response Form	√ (Yes)	√ (No)	Manufacturers' Specifications of Equipment Offered. Contractor should complete all spaces in this column.
CNG tank in the box. The box shall have a single door opening each side with an opening of approximately 28".			
3. The cross box shall be of a design and strength to support and accommodate 250lb CNG tank. Body builder to supply and install protective covering with shut off access to front of tank and full protector at rear of tank. (FINAL DIMENSIONS OF THE CROSS BOX WILL ADVISED IN DISCUSSIONS WITH THE CNG INSTALLER)			
4. Cross box shall be approx. 74" tall that includes approx. a 12" drop below frame on either side.			
5. Cross box should have (3) adjustable shelves inside			
6. 3" channel interior frame for stability			
LED rope lighting inside of cabinet around either door			
Venting in cabinet to meet CNG installation regulations			
3-point handle locking system with whale tail compression handles			
10. Gas shocks on either door. Doors to open in a forward opening direction			
11. Integrated drip rail above either door			
12. Two (2) 36" Underbody cabinet toolboxes should be mounted to the frame rails, one either side of the truck			
K. Warranty and Manuals			
Provide details of manufacturer's warranty – minimum of 1 year			
Provide details of installers warranty on workmanship and parts			
3. Provide location of installation and repair facility			
Provide vehicle warranty, and extended warranty options			
Operators Manuals / Service Manuals I. 1 – Service manual and parts manual in digital format or CD c/w software			

Preferred Technical Specifications Response Form	√ (Yes)	√ (No)	Manufacturers' Specifications of Equipment Offered. Contractor should complete all spaces in this column.
manual with trouble shooting guide III. A build sheet should be provided detailing (but not limited to the following upon delivery):			
 Filter list for all components Battery details Beacon light make Body Hydraulic components including hydraulic service and parts manual in digital format CNG Filter part number Regulator part number 			