



**REQUEST FOR QUOTATION 4803Q  
SUPPLY & DELIVERY OF ONE (1) TIER 4 COMPLIANT BACKHOE**

Quotations will be received at the Information Counter, Main Floor, Richmond City Hall, addressed to the Purchasing Section, 6911 No. 3 Road, Richmond, BC, V6Y 2C1, until **3:00 pm local time on Wednesday March 27<sup>th</sup>, 2013.**

**NOTES:**

1. Three (3) copies of quotations shall be in a sealed envelope or package marked with the bidder's Name, the RFQ Title and Number.
2. The Closing time will be conclusively deemed to be the time shown on the clock used by the City for this purpose.
3. Faxed quotations will not be received or considered.

All queries related to the RFQ shall be submitted  
in writing to the attention of:

Kerry Gillis - Buyer II - Contracting Specialist

email: [purchasing@richmond.ca](mailto:purchasing@richmond.ca)

The deadline for all enquiries is **5:00 pm local time, Thursday March 21<sup>st</sup>, 2013.**

The City reserves the right not to respond to inquiries received after this time.

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**REQUEST FOR QUOTATION 4803Q**

**SUPPLY & DELIVERY OF ONE (1) TIER 4 COMPLIANT BACKHOE**

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

Province: \_\_\_\_\_

Postal Code \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Fax Number: \_\_\_\_\_

## PART A – INSTRUCTIONS TO BIDDERS

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### PART A – INSTRUCTIONS TO BIDDERS

#### **1.0 Description of Requirement**

- 1.1 Quotations are invited for supply & delivery of one (1) Tier 4 Compliant Backhoe as set out herein, for the City of Richmond (the “City”).
- 1.2 Bidders should submit a quotation for the full requirement only. Partial responses may be put aside and given no further consideration.

#### **2.0 Pricing**

- 2.1 Prices quoted will be in Canadian currency, exclusive of H.S.T and inclusive of all F.O.B. Destination to the Sites named herein as applicable, and with all freight, unloading at destination, import duties, brokerage, royalties, handling, overhead, profit and all other costs included.

#### **3.0 Inquiries and Clarifications**

- 3.1 Inquiries are to be in written form only and e-mailed to the contact persons shown on the cover page. If required, an amendment or addendum may be issued to Bidders. However, it is the sole responsibility of the Bidder to thoroughly examine these documents, and amendments and addenda and to satisfy itself as to the full Requirements of this Request for Quotation (“RFQ”).
- 3.2 The City, its agents, consultants, elected officials and employees shall not be responsible for any information given by way of oral or verbal communication.
- 3.3 The City will only respond to questions that are submitted in writing. Any questions that are received and answered by City Staff that affect the RFQ process, any interpretation of, additions to, deletions from, or any other corrections to the Request for Proposal document, may be issued as written addenda by the City. It is the sole responsibility of the potential Proponents to check the following websites to ensure that all available information has been received prior to submitting a Quotation:
  - a) City: <http://www.richmond.ca/busdev/tenders.htm>
  - b) BC Bid: <http://www.bcbid.gov.bc.ca/open.dll/welcome?language=En>
- 3.4 The decision to issue or not issue an addendum is entirely at the sole discretion of the City.
- 3.5 Each addendum will be incorporated into and become part of the RFQ document. No amendment of any kind to the RFQ is effective unless it is contained in a written addendum issued by the City’s Purchasing Section.

## PART A – INSTRUCTIONS TO BIDDERS

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### **4.0 Submission of Quotation**

- 4.1 The response to this RFQ with all accompanying schedules, appendices, amendments or addenda submitted by the Bidder will be received up to the closing time on the date and in the place shown on the title page of this RFQ (the “Closing Time”). The Quotation shall be submitted on the forms provided in a sealed envelope or package, marked with the Bidder’s name and the RFQ title and number.
- 4.2 Quotations received after the Closing Time or in locations other than the address indicated, may not be accepted and may be returned unopened.
- 4.3 The Bidder should submit Three (3) copies of its Quotation in accordance with the instructions stated herein.
- 4.4 The Bidder should enter its corporate or legal business name on the final page of the Quotation Form. The Quotation Form must be signed in the place provided by an officer or employee having authority to bind the Bidder to the terms and conditions of this RFQ. All other pages of the Quotation Form should be initialled by the authorized signatory.
- 4.5 Amendments to a Quotation may be submitted if delivered in writing prior to the Closing Time in a sealed envelope or package, marked with the Bidder’s name and the RFQ title and number.
- 4.6 Quotations may be withdrawn by written notice only, provided such notice is received at the Purchasing Section office prior to the Closing Time.
- 4.7 All costs associated with the preparation and submission of the Quotation, including any costs incurred by the Bidder after the Closing Time, will be borne solely by the Bidder.
- 4.8 By submitting a Quotation, the Bidder acknowledges and agrees that the City will not be responsible for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by the Bidder as a result of or arising out of submitting a Quotation for the proposed Contract, or due to the City’s acceptance or non-acceptance of their Quotation or any breach by the City of the Quotation contract between the City and each of the Bidders or arising out of any contract award not made in accordance with the express or implied terms of the Quotation documents.

## PART A – INSTRUCTIONS TO BIDDERS

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### **5.0 Conflict of Interest**

- 5.1 By submitting a Quotation, the Bidder warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Bidder, has any financial or personal relationship or affiliation with any elected official or employee of the City or their immediate families which might in any way be seen by the City to create a conflict.

### **6.0 Evaluation of Quotations**

- 6.1 Quotations will be evaluated on the basis of the overall best value to City based on quality, service, price and any other criteria set out herein including, but not limited to:
- a) the Bidder's ability to meet the Requirements, qualifications and competencies set out herein;
  - b) financial offer including but not limited to prices, operating and maintenance costs, warranty, and any life cycle considerations;
  - c) the Bidder's business and technical reputation and capabilities; experience and where applicable, the experience of its personnel; track record; and references of current and former customers;
  - d) financial stability;
  - e) equipment quality, configuration, age and condition; and
  - f) any other criteria set out in the RFQ.
- 6.2 Prior to Contract award, the Bidder may be required to demonstrate financial stability. Should the City so request, the Bidder will be required to provide annual financial reports or a set of financial statements prepared by an accountant and covering the last two (2) fiscal years.
- 6.3 The City may, prior to Contract award, negotiate changes to the scope of the Work, the materials, the Specifications or any conditions with any one or more of the Bidders without having any duty or obligation to advise any other Bidders or to allow them to vary its prices as a result of changes to the scope of Work, the materials, the Specifications, or any conditions, and the City shall have no liability to any other Bidder as a result of such negotiations or modifications.
- 6.4 All sub-contractors of the Bidder will be subject to the same evaluation process. It is the responsibility of the Bidder to guarantee that all its sub-contractors will comply with all the Requirements and terms and conditions set out herein.

## PART A – INSTRUCTIONS TO BIDDERS

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- 6.5 Preference may be given to Quotations offering environmentally beneficial products or services.

### **7.0 Acceptance and Rejection of Quotations**

- 7.1 Notwithstanding any other provision in the Quotation documents, the City has in its sole discretion, the unfettered right to:

- a) accept any Quotation;
- b) reject any Quotation;
- c) reject all Quotations;
- d) accept a Quotation which is not the lowest Quotation;
- e) accept a Quotation that deviates from the Requirements, Specifications or the conditions specified in this Request for Quotation;
- f) reject a Quotation even if it is the only Quotation received by the City;
- g) accept all or any part of a Quotation; and
- h) split the Requirements between one or more Bidders.

- 7.2 All Quotations shall remain open for a minimum of sixty (60) days after the Closing Time, whether or not another Quotation has been accepted.

- 7.3 The City may waive any non-compliance with the RFQ, the Requirements, the specifications, or any conditions of this RFQ and may elect to retain for consideration Quotations which are non-conforming, which do not contain the content or form required by the RFQ or which have not complied with the process for submission set out herein.

### **8.0 Award of Contract**

- 8.1 Award of a Contract is contingent on funds being approved and the contract award being made by the appropriate City authority.

- 8.2 The purchase order, the Quotation, the RFQ and such other documents including all amendments or addenda, shall form the basis for the Contract between the Contractor and the City. In the event of a conflict between any of the Contract Documents, the following documents will take precedence and govern over each other in the following order of priority from highest to lowest:

- a) The General Conditions of the Contract, including any mutually agreed to amendments between the Bidder and the City;



## PART A – INSTRUCTIONS TO BIDDERS

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- b) The City's purchase order including the standard purchase order terms and conditions;
  - c) The Quotation; and
  - d) The RFQ and any subsequent amendments or addenda.
- 8.3 Where the head office of the successful Bidder is located within the City of Richmond and/or where the Successful Bidder is required to perform the Service at a site located within the City of Richmond, the Successful Bidder is required to have a valid City of Richmond business license prior to Contract execution.
- 8.4 The City is not under any obligation to award a Contract and may elect to terminate this RFQ at anytime.
- 8.5 The City's Manager, Purchasing shall have the conduct of the Request for Quotation and the Contract.

### **9.0 Quantities**

- 9.1 Any quantities stated herein are the City's best estimates of its Requirements and should not be relied on. Actual quantities may vary.

### **10.0 Alternates and/or Variations to Specifications**

- 10.1 Except where stated otherwise herein, the Requirements describe what is considered necessary to meet the performance requirements of the City; and Bidders should submit their Quotations in accordance with such Requirements, or if the Bidder cannot meet the Requirements, the Bidder may offer an alternative which it believes to be the equivalent in addition to a quotation that meets the Requirements.
- 10.2 If in addition to bidding on goods, materials, equipment and/or services that meet the Requirements, the Bidder wishes to offer an alternative, the alternative Quotation should be submitted separately in the same format as the initial Quotation.
- 10.3 The City is not obligated to accept any alternatives.
- 10.4 The City will determine what constitutes allowable alternatives and/or variations.

### **11.0 Freedom of Information and Protection of Privacy Act (BC)**

- 11.1 Bidders should note that the City is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant

## PART A – INSTRUCTIONS TO BIDDERS

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obligations on the City's contractors to protect all personal information acquired from the City in the course of providing any service to the City.

### **12.0 Confidentiality**

- 12.1 Information about the City obtained by Bidders must not be disclosed unless prior written authorization is obtained from the City.
- 12.2 The Successful Bidder agrees that this obligation of confidentiality will survive the termination of the Contract between the Contractor and the City.

### **13.0 Undertaking of Insurance**

- 13.1 The Successful Bidder will be required to Indemnify and Insure the City as shown in the General Conditions of the Contract.
- 13.2 Bidders should have the Undertaking of Liability Insurance Form Letter within the Part D of the document completed and submitted with their Quotations
- 13.3 All policies and certificates shall be submitted to the Purchasing Section before a contract is issued to carry out the work.

### **14.0 Publication of the Results of the Request for Quotation**

- 14.1 The City will publish the name of the successful Bidder on the websites listed in section 3.3. No other notices will be issued by the City. Bidders shall visit these websites to obtain the results of this Request for Quotation

### **15.0 Form of Agreement**

- 15.1 The form of agreement consists of the terms and conditions identified in Part B *General Conditions* of this RFQ document.

PART B – GENERAL CONDITIONS

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PART B – GENERAL CONDITIONS

**1.0 Definitions**

- 1.1 The following words and terms, unless the context otherwise requires, shall have the meanings set out below. Words including the singular number include the plural and vice versa.
- a) “Act of God” means a cataclysmic phenomenon of nature, including earthquake, flood or cyclone. Rain, snow, wind, high water or any other natural phenomenon, which might reasonably have been anticipated from historical records of the general locality of the City, shall be deemed not to be acts of God;
  - b) “Bidder” means the individual, partnership, corporation or combination thereof, including joint venturers, who or which sign the Quotation form set out in Part D of, and submit a Quotation in response to, this RFQ;
  - c) “City” means the municipal corporation, generally known as the City of Richmond.
  - d) “City’s Designated Representatives” means the City’s employees or representatives who are authorized in writing to deal with the Contractor on behalf of the City in connection with the goods, materials, equipment and services or to make decisions in connection with the Contract;
  - e) “Closing Time” means the closing date, time, and place as set out on the title page of this RFQ;
  - f) “Contract” means the agreement formed between the City and the Contractor as evidenced by the purchase order issued to the Contractor by the City;
  - g) “Contract Administrator” means the City’s designated staff person who is responsible for day-to-day administration of the Contract and compliance of the Contractor with the terms and conditions of the Contract.
  - h) “Contract Documents” means the purchase order, the Contractor’s Quotation, the RFQ and such other documents as listed in the purchase order, including all amendments or addenda agreed between the parties;
  - i) “Contractor” means the successful Bidder individual, partnership, corporation or combination thereof, including joint venturers, who or which is awarded the Contract;
  - j) “Delivery Date” means the date the City requires the Contractor to deliver the goods to the City’s Delivery Site;

## PART B – GENERAL CONDITIONS

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- k) “F.O.B.” means all costs of freight, insurance, brokerage, customs duties and all other costs of delivery to the site named as F.O.B. will be borne by the Contractor and that ownership and title to all goods, materials, and equipment are transferred to the City when same are delivered by the Contractor to the City and the risk of loss or damage to the goods, materials and equipment transfers to the City only at such time as same are received and accepted by the City at the site named as “F.O.B.”;
- l) “H.S.T.” means the harmonized sales tax administered under the Excise Tax Act (Canada) and any successor tax or levy therefor in force from time-to-time;
- m) “OHS Regulation” means the *Workers Compensation Act* (British Columbia), including without limitation, the Occupational Health & Safety Regulation (BC Regulation 296/97, as amended by BC Regulation 185/99) enacted pursuant to such Act, all as such Act or Regulations are amended or re-enacted from time to time.
- n) “Owner” means the same as “City”
- o) “Quotation” means the Bidder’s offer made on the Quotation form set out on Part D of this RFQ with all appendices or addenda submitted by the Bidder in response to the RFQ;
- p) “RFQ” means this Request for Quotation including, but not limited to: Part A - Instructions to Bidders; Part B - General Conditions; Part C- Requirements and Part D – Quotation Form;
- q) “Requirements” means all of the specifications, requirements and services set out in the RFQ that describes the general requirements that the goods, materials, equipment and services must meet and that the Contractor must provide;
- r) “Unit” means the backhoes required under this RFQ and
- s) “Work” means all the labour, materials, equipment, supplies, services and other items necessary for the execution, completion and fulfilment of the Requirements.

## 2.0 Personnel

### 2.1 Qualified Personnel

- a) The Contractor will provide only professional personnel who have the qualifications, experience and capabilities to perform the Work.

## PART B – GENERAL CONDITIONS

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### **3.0 Sub-contractors – Intentionally Omitted**

### **4.0 Independent Contractor**

4.1 The Contractor, its sub-contractors, the officers, directors, shareholders, partners, personnel, affiliates and agents of the Contractor and its sub-contractors are not, nor are they to be deemed to be, partners, appointees, employees or agents of the City.

### **5.0 Assignment**

5.1 The Contractor will not assign, sublet, subcontract, or let out as task work any part of the Work or any of the Contractor’s obligations of the Contract Documents to any third party, and will not assign or otherwise transfer any of the rights of payment under the Contract Documents to any third party, without in each case the prior written consent of the City which consent the City may arbitrarily withhold.

5.2 Despite Section 5.1, the Contractor may utilize those sub-contractors expressly named in the “List of Subcontractors” of Part D– Quotation Form but only for the Area of Responsibility set out beside their name, provided always that the Contractor may not substitute or replace those sub-contractors, or permit those sub-contractors to further assign, sub-let, sub-contract, or let out as task work their obligations under the Contract documents, except in accordance with Section 4.1 above.

5.3 If the City should consent to any such assignment, subletting or letting out as task work of all or any part of the Work, the Contractor shall in no way be relieved from its responsibility for the fulfilment of the Work, but shall continue to be responsible for the same in the same manner as if all the Work had been performed by the Contractor.

### **6.0 Responsibility For Supplies**

6.1 The Contractor shall be responsible for the Unit covered by this contract until they are delivered at the designated delivery point, regardless of the point of inspection; and the Contractor shall bear all risks of loss or damage to rejected supplies after notice of rejection.

### **7.0 Delivery**

7.1 Deliveries shall be made to 5599 Lynas Lane Fleet Garage in the City between the hours of 7:30 AM and 4:00 PM on any normal working day.

## PART B – GENERAL CONDITIONS

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### **8.0 Time of the Essence**

- 6.1 For all requests made by the City pursuant to the Contract, time is of the essence. The acceptance of a late performance, with or without objections or reservations by the City, shall not waive the right to claim damages for such breach nor constitute a waiver of the requirement of timely performance of any obligation remaining to be performed.

### **9.0 Laws, Permits and Regulations**

- 7.1 The laws of British Columbia shall govern the Contract.
- 7.2 In carrying out its obligations hereunder, the Contractor shall familiarize itself and comply with all applicable laws, bylaws, regulations, ordinances, codes, specifications and requirements of all regulatory authorities, and shall obtain all necessary licenses, permits and registrations as may be required by law.

### **10.0 Inspection**

- 10.1 The Unit is subject to inspection and in case the Unit not in conformity with the Requirements of the Contract or the Contractors' warranty (expressed or implied), the City shall have the right either to reject it or to require correction.
- 10.2 The City shall be the final judge of the Unit and materials in respect of both quality and quantity and its decisions of all questions in dispute with regard thereto will be final.
- 10.3 The City will not be deemed to have accepted the Unit by virtue of a partial or full payment for it.

### **11.0 Quality of Workmanship and Materials**

- 11.1 The Contractor shall perform the services with the degree of care, skill and diligence normally applied in the performance of services of a similar nature and in accordance with sound current professional practices and conforming to the requirements set out in the RFQ.
- 11.2 The whole of the Work and the manner of performing this Contract shall be done to the entire satisfaction and approval of the City, and it shall be the sole judge of the work and materials in respect of both quality and quantity, and its decision with regard to work or materials, or as to the meaning and intention of this Contract, or any part or parts thereof, shall be binding and final upon the Contractor.

## PART B – GENERAL CONDITIONS

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- 11.3 All work shall be done in strict conformity with the Contract Documents and drawings which form a part of the Contract. The intent of the contract documents is to include all labour, materials, equipment, services, supplies and all the things necessary for the proper and complete execution of the work.
- 11.4 Materials, goods and equipment shall be the products of suppliers or manufacturers of established reputation engaged in the supply or manufacture of such materials of equipment.
- 11.5 Materials are to be applied in accordance with the manufacturer's directions and shall use the techniques and applications best suited for the type of material being used.

### **12.0 Warranty**

- 12.1 The Contractor warrants that the goods, materials, equipment and/or services supplied by the Contractor to the City will be in full conformity with the Specifications as well as samples, if any, then this is a sale by sample as well as by description within the meaning of the Sale of Goods Act (BC).
- 12.2 The Contractor further warrants that the goods, materials and/or equipment are of merchantable quality, and fit for the intended use and will perform according to the requirements set out in the RFQ.
- 12.3 Equipment and materials shall be new, free and clear of all liens, charges and encumbrances, the latest model, and shall be complete with all necessary accessories for operation. All equipment and materials shall be at the risk of the Contractor until delivered to and accepted by the City.
- 12.4 At a minimum, a one (1) year parts and labour warranty shall be provided on all goods, materials, equipment and/or services provided under the Contract.
- 12.5 The Contractor warrants that its employees have the qualifications, experience, knowledge, skills and abilities necessary for the fulfilment of the Contract.

### **13.0 Indemnification and Insurance**

- 13.1 The Contractor shall indemnify, hold and save harmless the City from and against all claims, losses, damages, costs, actions and other proceedings made, sustained, brought or prosecuted in a manner based upon, occasioned by or attributable to any injury, including death, property damage, infringement or damage arising from any act or omission of the Contractor, its employees, officers, volunteers, servants, sub-contractors, or agents or persons from whom the Contractor has

PART B – GENERAL CONDITIONS

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assumed responsibility in the performance or purported performance of the Requirements.

- 13.2 The Contractor shall indemnify the City from and against any and all liability or expenses by way of legal costs or otherwise in respect of any claim which may be made for a lien or charge at law or in equity or to any claim or liability under the Builders Lien Act, or to any attachment for debt, garnishee process or otherwise.
- 13.3 The Contractor shall assume the defence of, and indemnify and hold harmless the City and its officers, employees and agents, from and against all claims relating to materials, goods or equipment furnished and to inventions, copyrights, trademarks, or patents and rights thereto used by the Contractor in the execution of the Contract and in subsequent use and/or operation by the City.
- 13.4 The Contractor will indemnify, hold, and save harmless the City from and against all claims, losses, damages, costs, actions, and other proceedings, made, sustained, brought or prosecuted in manner, based upon, occasioned by, attributable to any injury, including death, property damage, infringement, or damage arising from any act or omission of the Contractor, his employees, officers, volunteers, servants, or agents or persons from whom the Contractor has assumed responsibility in the performance or purported performance of this agreement
- 13.5 The Contractor shall, at its own expense, through the terms of the contract secure, maintain, and pay for the following coverages:
- a) Comprehensive General Liability Insurance with a limit of not less than \$5,000,000 inclusive per occurrence for bodily injury and property damage and \$5,000,000 for personal injury. The policy or policies shall cover all premises and operations necessary or incidental to the performance of this agreement and include but not necessarily be limited to the following coverages:
    - 1. Contractual liability assumed under this agreement.
    - 2. Contingent employer's liability with respect to operations of sub-contractors.
    - 3. Owner's protective liability.
    - 4. Cross liability.
    - 5. Automobile liability (non-owned, hired).
    - 6. Completed operations liability 24 months after completed operations.
    - 7. Voluntary medical payments.



## PART B – GENERAL CONDITIONS

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- 13.6 The City, its officers, officials, and employees shall be added as an additional insured on all such policies. All such insurance provided by these policies shall be primary regardless of any insurance or self insurance that may be enforced at the time of any loss or claim that insures the City, its officers, officials, and employees.
- 13.7 The policy or policies shall be underwritten by an insurance company or companies licensed to do business in the Province of British Columbia and who meet with the reasonable approval of the City. Prior to the commencement of the work defined by this agreement, the Contractor shall furnish the City through the Office of the Manager Purchasing and Risk a certified original copy of all such policies as evidence that such insurance is in force. The Contractor agrees that such insurance policies cannot be cancelled, lapsed, or materially changed without at least thirty (30) days' written notice to the City.
- 13.8 Maintenance of such insurance and the performance of the Contractor of his obligations under this clause shall not relieve the Contractor of liability under the indemnification provisions here and above set forth. The foregoing insurance provisions shall not limit the insurance required by Municipal, Provincial, or Federal law
- 13.9 It shall be the full responsibility of the Contractor to determine whether any additional insurance coverage is necessary and advisable for its own protection and/or to fulfil its obligations under this Contract. Any such additional insurance shall be provided and maintained by the Contractor its own expense.
- 13.10 It is understood that this agreement is strictly between the Contractor and the City and the Contractor is an independent contractor for the City and no employment relationship, partnership, agency, or joint venture exists between the City, the employees of the Contractor and/or its agents and/or their employees, and/or its Contractors and/or their employees. Any disputes between the Contractor and any of its employees and/or its agents and/or their employees and/or their Contractors and/or their employees shall be resolved by the Contractor with no involvement by the City.

### **14.0 Workers' Compensation Board Coverage/Prime Contractor**

- 14.1 The Contractor agrees that it shall at its own expense procure and carry or cause to be procured and carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this contract. The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such Workers' Compensation Board coverage against any monies owing by the City to the Contractor. The City shall have the

## PART B – GENERAL CONDITIONS

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right to withhold payment under this contract until the Workers' Compensation Board premiums, assessments or penalties in respect of work done or service performed in fulfilling this contract had been paid in full.

- 14.2 The Contractor agrees that it is the Prime Contractor for the purposes of the Workers' Compensation Board Occupational Health and Safety Regulations for the Province of British Columbia. The Contractor shall have a safety program acceptable to the Workers' Compensation Board and shall ensure that all Workers' Compensation Board safety rules and regulations are observed during performance of this contract, not only by the Contractor but by all subcontractors, workers, material men and others engaged in the performance of this contract. Prior to commencement of construction, the Contractor shall complete and file a "Construction Notice of Project" with the Workers' Compensation Board and shall provide a copy of the same to the City confirming that the Contractor shall be the Prime Contractor responsible for coordination of safety and health under Part 3 of the Workers Compensation Act and Part 20 of the WCB Occupational Health and Safety Regulations.
- 14.3 The Contractor shall 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 obligation to pay monies under this contract. The Contractor shall also provide a signed copy of the Prime Contractor Designation Document.
- 14.4 The Contractor shall indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings 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 contract 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.

### **15.0 Termination**

- 15.1 The City will advise the Contractor by written notice of its intent to terminate the whole or any part of the Contract in any one of the following circumstances:
- a) if the Contractor fails to make delivery of the goods, materials, equipment and/or services within the time specified, or fails to perform any other provisions, terms or conditions of the Contract within the time specified, or within a reasonable time if no time is specified;

## PART B – GENERAL CONDITIONS

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- b) in the event that the Contractor performs any act or does anything by which the City shall incur any liability whatsoever;
  - c) any failure of the Contractor to meet the safety requirements of the Contract;
  - d) in the event that any creditor of the Contractor causes a writ of execution or similar writ or court order to be served upon the City requiring the City to pay any portion due to the Contractor under the Contracts; or
  - e) in the event that the Contractor is adjudged bankrupt or if it makes a general assignment for the benefit of creditors or if it becomes insolvent or if it should take the benefit of any Act that may be in force for bankrupt or insolvent debtors.
- 15.2 Upon termination of the Contract, the City shall have no obligation to the Contractor except for such services and/or goods as have been supplied up to the date of the termination of the Contract(s).
- 15.3 Upon termination of the Contract(s) in whole or in part, the City may procure similar goods, materials, equipment and/or services and the Contractor shall be liable to the City for any excess costs for such similar goods, materials, equipment and/or services. The Contractor shall not be liable for any excess costs if failure to perform arises by reason of strikes, lockouts, Acts of God or acts of the City. The City will not be liable where Delivery Sites are not available due to strikes, lockouts or Acts of God.

### **16.0 Payments**

- 16.1 The City shall endeavour to pay the Contractor (30) days from receipt of invoice and acceptance of the goods, materials, equipment and/or services, whichever is the later.

### **17.0 Taxes**

- 17.1 Unless otherwise provided herein, the Contractor shall pay all sales or excise taxes in force during the term of the Contract, provided that any increase or decrease in such taxes shall increase or decrease the amount due under the Contract(s).
- 17.2 Invoices shall show the appropriate amounts for H.S.T.

### **18.0 Liens**

- 18.1 The Contractor shall fully indemnify the City from and against any and all liability or expenses by way of legal costs or otherwise in respect of any claim

## PART B – GENERAL CONDITIONS

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which may be made for a lien or charge at law or inequity or to any claim or liability under the Builders Lien Act, or to any attachment for debt, garnishee process, or otherwise.

### **19.0 Patent Fees**

19.1 The Contractor shall pay all royalties and licence fees and shall save the City harmless from loss on account of suits or claims of infringement of patents in the doing of the work.

### **20.0 Conduct of the Contract**

20.1 The City's Manager, Purchasing shall have the conduct of the RFQ and the Contract.

### **21.0 Rectification of Damage and Defects**

21.1 The Contractor shall rectify any loss or damage for which, in the opinion of the City the Contractor is responsible, at no charge to the City and to the satisfaction of the City. Alternatively, the City may repair the loss or damage and the Contractor shall pay to the City the costs of repairing the loss or damage forthwith upon demand from the City. Where, in the opinion of the City, it is not practical or desirable to repair the loss or damage, the City may estimate the cost of the loss or damage and deduct such estimated amount from the amount owing to the Contractor hereunder.

### **22.0 Failure to Perform**

22.1 If, in the opinion of the Manager Purchasing, the work is improperly, defectively, or insufficiently performed, or being performed, the Manager Purchasing may, in writing, order the Contractor to re-execute or correct the work in accordance with such order; and if the Contractor fails to comply with such order within ten (10) working days, the Manager Purchasing may, at any time thereafter, execute or cause to be executed the order so given, and the Contractor shall, on demand, pay to the City, all costs, damages, and expenses incurred in respect thereof or occasioned by reason of the non-compliance by the Contractor with any such orders; and if the Contractor fails to pay such costs, damages, and expenses, the City may retain and deduct such costs, damages, and expenses from any amount then or thereafter payable to the Contractor under this Contract.

22.2 Should the Contractor neglect to execute the Requirement properly or fail to perform any provision of the Contract, the City may, without prejudice to any other right or remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment due to the Contractor.

## PART B – GENERAL CONDITIONS

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- 22.3 If the Contractor fails to perform any provision of the Contract due to reasons of strike, lockout or other work stoppages, the City may upon ten (10) days written notice to the Contractor terminate the Contract without prejudice to any other right or remedy the City may have.

### **23.0 Dispute Resolution**

- 23.1 All claims, disputes or issues in dispute between the City and the Contractor shall be decided by mediation or arbitration, if the parties agree, or failing agreement, in a Court of competent jurisdiction with the Province of British Columbia and be governed by the laws of British Columbia.
- 23.2 In the event that the parties agree to arbitration pursuant to the above, the arbitration shall be governed by the rules of the British Columbia International Commercial Arbitration Centre, except that the arbitrator or arbitrators shall be agreed upon by the parties, and failing agreement by the parties, shall be appointed by a court of competent jurisdiction with the Province of British Columbia.
- 23.3 In the event that the parties agree to arbitration, the arbitration shall take place in the Lower Mainland, British Columbia and be governed by the laws of British Columbia.
- 23.4 The procedure set out in this section is not meant to preclude or discourage informal resolution of disagreements between the City and the Contractor.

### **24.0 Changes in Requirements**

- 24.1 The City, without invalidating the Contract, may make changes to the Contract by altering, adding or deducting from the Requirements. Subject to mutual agreement, the Contractor shall proceed with the amended Requirements and the amended Requirements shall be executed under the provisions of the Contract.

PART C – REQUIREMENTS

PART C – REQUIREMENTS

CITY OF RICHMOND SPECIFICATIONS	STATE SPECIFICATIONS
<p><b><u>A. GENERAL SPECIFICATIONS</u></b></p> <p><b><u>TYPE</u></b>            Conventional Tier 4 Compliant backhoe loader primarily used for municipal maintenance and Capital Project work.            Minimum machine operating requirements shall consist of an operating weight of approximately 21,000 lbs., 100 SAE Net horsepower range, backhoe bucket capacity of 11 cu.ft. and front-end loader bucket of 1.30 cubic yard capacity, extendible boom, all wheel drive (AWD) and a multi-purpose 1.30 yard bucket or equivalent.</p> <p><b>STATE</b>            - Make and model of machine proposed.</p> <p><b>1.Wheelbase</b>            The units wheel base to be within 88".</p> <p><b>STATE</b>            - Vehicle wheelbase.</p> <p><b>2.Base Curb Weight</b></p> <p><b>STATE</b>            - Front axle static load rating shall be minimum 45,000 lb.            - Rear axle static load rating shall be minimum 45,000 lb.                - Overall vehicle operating weight as configured above in general descriptions.</p> <p><b>3.Vehicle Dimensions</b></p> <p><b>STATE</b>            - Length.            - Height.            - Width with stabilizers spread (not to exceed 12 ft. 5 in.).                - Overall length of vehicle including boom in "road" or transport mode.</p>	

PART C – REQUIREMENTS

CITY OF RICHMOND SPECIFICATIONS	STATE SPECIFICATIONS
<p><b><u>B. CAB (OPERATOR STATION) AND CHASSIS</u></b></p> <p>1. Conventional Backhoe Loader All Weather Deluxe Cab and Chassis arrangement in compliance with Work safe B.C. regulations and the B.C. Motor Vehicle Act. Refer to Section J., Miscellaneous, Item 1. Shall be factory designed and installed.            STATE            - Type of cab.</p> <p>2. <b>Cab</b>            To include headliner, sun visors, floor mat (moulded), and ROPS/FOPS design conforming to current Work Safe BC regulations. Indicate type of cab mount - rigid or cushion - cushion is preferred.            STATE:</p> <p>3. <b>Door Access</b>            The Cab shall be equipped with both left and right doors with windows that open separately from the doors.            STATE:</p> <p>4. <b>Windshield</b>            Straight cut flat laminated safety glass and tint required at front (as opposed to curved or formed). All glass shall be of safety type (i.e. tempered).            Rear window shall slide up and store inside the cab in a locked position. Rear window should have overhang and rear visor to prevent rain from coming in cab when operating with back window open. Side windows shall open sufficiently for air circulation. Components shall be water leak-proof.            STATE            - Type of glass.            - Configuration of windows.</p>	

PART C – REQUIREMENTS

CITY OF RICHMOND SPECIFICATIONS	STATE SPECIFICATIONS
<p><b><u>B. CAB (OPERATOR STATION) AND CHASSIS</u></b>            (Cont'd)</p> <p><b>5. Seat</b>            Air Suspension heavy-duty type operator's seat complete with 9-way control, height, weight and length with Auto-Up feature. Seat is to be constructed of easy care, easy clean material and to "breathe". Shall include flip-up arms and retractable seat belt meeting current Work Safe BC requirements, (i.e. 3 in. width of belt). A contoured seat backrest with positive lumbar support and adjustment. Backrest angle shall be adjustable to 110 degrees, ideally adjustment offered should have a range of 90 to 115 degrees. Back rest shall have a width of 46 cm. (18 in.) with a minimum height of 65 to 90 cm. (26 to 35 1/2 in.) shall be included.            STATE            - Description of seat.            - State if optional seats available and price.            - Auto- up feature.</p> <p><b>6. Instrumentation</b>            Full instrumentation for all vital functions including tachometer, fuel level, voltmeter, audio/visual warnings for oil pressure, coolant temperature, torque converter temperature, service indicators for fuel water separator, engine air cleaner, and hydraulic filters.            STATE            - Type of audio and/or visual warning indicators.            - Instrumentation.</p> <p><b>7. Back up alarm</b> capable of 105DBA            STATE</p>	



PART C – REQUIREMENTS

CITY OF RICHMOND SPECIFICATIONS	STATE SPECIFICATIONS
<p><b><u>B. CAB (OPERATOR STATION) AND CHASSIS</u></b>            (Cont'd)</p> <p><b>8. Mirrors</b>            Factory mirrors are required consisting of convex and standard mirror together mounted on both sides of the machine.            STATE:            - Type/Style and location of mirrors.            - If factory mirrors are heated?</p> <p><b>9. Intermittent Windshield Wipers</b>            Full intermittent windshield wiper controls including washer reservoir front and rear. Wipers for front and rear of cab.            STATE</p> <p><b>10. Horns</b>            Dual electric horns capable of 105 DBA. Horn control is to be mounted as well on rear controls.            STATE:</p> <p><b>11. Vandal Protection</b>            Unit shall have locking provision for engine access doors and other ports of entry.            STATE</p> <p><b>12. Operator Safety-Grab handles, slip resistant steps, other</b>            To be fitted with handholds (grab handles) and slip resistant steps. Please state cab safety features the proposed unit is equipped with. Operator access, egress and operator back protection features shall be evaluated.</p>	

PART C – REQUIREMENTS

CITY OF RICHMOND SPECIFICATIONS	STATE SPECIFICATIONS
<p><b><u>B. CAB (OPERATOR STATION) AND CHASSIS</u></b>            (Cont'd.)</p> <p><b>13. Operator Safety (Cont'd)</b>            Each unit shall be evaluated according to those features incorporated in the design intended to mitigating potential operator injury.            STATE            - Safety features.</p> <p><b>14. Heater/ Defroster/ AC</b>            Cab shall include factory-installed heater/defroster/Air Conditioning.            Unit shall have multiple blower speed controls.            STATE            - Air system capacities shall have sufficient capability to maintain all glass clear under all conditions encountered.            - BTU's</p> <p><b>15. Auxiliary Socket</b>            A 12 volt auxiliary electric socket shall be provided for connection for electrical appliances such as cellular phone etc.            STATE</p> <p><b>16. Noise Levels</b>            Interior noise level not to exceed 85 DBA and to meet the new minimum Work Safe BC standards.            Exterior noise not to exceed 85 DBA.            Measurement method for exterior testing to be as per S.A.E. standard, J336 and J88 respectively. Exterior noise reading to be taken at range of 25 ft. circumference and at machine normal (i.e., 3/4 throttle) operating range.            STATE            - Interior noise level.            - Exterior noise level.</p>	

PART C – REQUIREMENTS

CITY OF RICHMOND SPECIFICATIONS	STATE SPECIFICATIONS
<p><b><u>B. CAB (OPERATOR STATION) AND CHASSIS</u></b>            (Cont'd.)</p> <p><b>17. Operator Visibility</b>            Machine selection criteria will include overall operator visibility and operating convenience.            STATE            - Special features.</p> <p><b>18. Steering Wheel</b>            Tilt and adjustable type steering wheel.            STATE            - Type.</p> <p><b>19. Amber Beacon</b>            To have a roof mounted amber beacon            STATE            - Type.            - Options/Alternatives</p> <p><b>20. Ride Control</b>            To provide a RIDE CONTROL system to assist in a smoother ride in all applications, reduction in machine loping while roading and to improve material retention during load and carrying operations while increasing operator comfort.            STATE            - Type            - Options/Alternatives</p> <p><b>21. Keys – 4 set of keys required for unit.</b>            STATE            - Type            - Options/Alternatives</p>	

PART C – REQUIREMENTS

CITY OF RICHMOND SPECIFICATIONS	STATE SPECIFICATIONS
<p><b>C. ENGINE</b></p> <p><b>1. Engine</b>            Diesel type internal combustion Tier 4 Compliant engine.            STATE            - Make, model of engine.            - Tier 4 Compliant            - EPA Certification.            - Displacement.</p> <p><b>2. Engine Power</b>            Minimum requirement is for 100 SAE net horsepower.            STATE            - Maximum horsepower and RPM range            - Options/Alternatives</p> <p><b>3. Turbocharger</b>            Please state if unit is turbocharged to achieve minimum            100 SAE            Horsepower as stated above.            STATE</p> <p><b>4. Torque</b>            To be at least 350 ft. lb.            STATE            - Torque and RPM.</p> <p><b>5. Fuel System</b>            A 5% bio-diesel blend will be used in this vehicle. Shall have            fuel/water separator complete with fuel heater and self-prime            pump or equivalent.            STATE            - Design (type) of fuel pump and injectors.            - Electronic or mechanical governor.            - Fuel consumption.            - Type of fuel/water separator.            - Please discuss the manufacturer’s written recommendation            regarding minimum and maximum allowable levels of            Bio-Diesel blend (in %) and how if at all the warranties            would be effected for the complete power train.</p>	

PART C – REQUIREMENTS

CITY OF RICHMOND SPECIFICATIONS	STATE SPECIFICATIONS
<p><b>C. ENGINE</b> (Cont'd)</p> <p><b>6. Fuel Tank</b>            Fuel tank to have minimum capacity of 40 gal. /180 litres capacity.            STATE            - Capacity of fuel tank and location.</p> <p><b>7. Emissions</b>            The unit shall meet EPA Tier 4 Compliant engine emission regulations.            STATE:            - Tier 4 Compliant</p> <p><b>8. Cooling System</b>            Include heavy duty cooling system            STATE</p> <p><b>9. Water Pump</b>            Coolant circulation shall be provided by means of a gear driven pump.            STATE</p> <p><b>10. Air Cleaner</b>            Indicate type of air filtration, location and if service condition indicator provided.            STATE            - type            - location            - Indicator</p>	

PART C – REQUIREMENTS

CITY OF RICHMOND SPECIFICATIONS	STATE SPECIFICATIONS
<p><b><u>C. ENGINE</u></b> (Cont'd)</p> <p><b>11. Power to Weight Ratio</b>            List the power to weight ratio - base curb operating weight divided by the SAE Net Horsepower.            STATE</p> <p><b>12. Maintenance</b>            For environmental reasons, it shall be required to have an extended internal oil change capability at least reaching a minimum of 500 hours.            STATE            - Change interval frequency.</p> <p><b><u>D. DRIVE TRAIN</u></b></p> <p><b>1. Transmission</b>            Transmission shall be a fully synchronized 4-speed power shuttle type coupled to hydraulically shifted forward/reverse shuttle clutches.</p> <p>Unit shall be capable of direction change and travel speed on the go.            STATE            - Type of transmission.            - Ranges and ground speeds.            - Automatic Shift Transmission Option and additional cost.            - Kick –down switch option and additional cost.</p> <p><b>2. Transmission Disconnect</b>            The gear shifter and loader control will have a disconnect devise allowing for full engine power to loader.            STATE:</p> <p><b>3. Brakes</b>            Hydraulic service brakes self-adjusting type completely enclosed and sealed.            STATE            - Type and design.</p>	

PART C – REQUIREMENTS

CITY OF RICHMOND SPECIFICATIONS	STATE SPECIFICATIONS
<p><b>D. DRIVE TRAIN</b> (Cont'd)</p> <p><b>4. Parking Brake</b>            Parking/secondary brakes shall be independent of the service brake and shall be mechanically applied and adjusted from the cab.            STATE            - Type            - Automatic engagement when engine stopped.</p> <p><b>5. Cooling</b>            STATE            - If cooling provided for transmission and type.</p> <p><b>6. Oil Reservoirs</b>            The transmission differential and hydraulics shall be separate oil reservoirs to differentiate contamination and component failures.            STATE</p> <p><b>7. All Wheel Drive</b>            Requirement is for operator controlled 4-wheel drive (front wheel drive). System shall have the ability for "on-the-go" engagement while under load. Brake Mode selection is required that will provide improved braking performance.            STATE            - Type of drive mechanism (mechanical/hydraulic).            - Type of drive system control.            - On-the-go engagement.            - Brake Mode System.</p> <p><b>8. Front Axle</b>            The front axle (AWD) shall have a minimum static load rating of 45,000 lb. with sealed kingpins.            STATE            - Static load rating.            - King pin type and lubrication.</p>	

PART C – REQUIREMENTS

CITY OF RICHMOND SPECIFICATIONS	STATE SPECIFICATIONS
<p><b>D. DRIVE TRAIN</b> (Cont'd)</p> <p><b>9. Power Steering</b>            Unit shall have hydrostatic power steering.            STATE            - Type.            - Steering cylinders shall be double acting.</p> <p><b>E. ELECTRICAL</b></p> <p><b>1. Alternator</b>            Minimum output capacity rating of 140 amps.            STATE            - Make, model and rating.            - Alternator output at 1,200 engine RPM.</p> <p><b>2. Battery</b>            Dual maintenance free batteries, minimum of 800 CCA.            STATE            - Type and specifications.</p> <p><b>3. Wiring Circuitry</b>            Preference given to automatic reset type circuit breakers, highest quality electrical components and design.            STATE            - Type of circuit breakers.</p> <p><b>4. Vehicle Lighting</b>            Halogen driving and working lights having 35,000-candle power each and having 4 located at front and 4 at rear. Fitted with 2-rear stop and tail lamps, front and rear turn signals. Amber flasher shall be mounted completed with brush guard.            STATE</p>	



PART C – REQUIREMENTS

CITY OF RICHMOND SPECIFICATIONS	STATE SPECIFICATIONS
<p><b><u>F. HYDRAULICS</u></b></p> <p><b>1. Pump</b>            Pump shall be a variable displacement, load sensing, torque limiter and axial piston type pump.            STATE            - Type of pump and capacity at RPM.            - Type of torque limiter.</p> <p><b>2. Hydraulic System</b>            Unit to have a closed center type hydraulic system to allow better controllability.            STATE            - If a closed centre type hydraulic system.            - Type of load sensing used.            - System operating pressures.            - Relief values provided within system for main and boom lift and bucket take out cylinders.</p> <p><b>3. Hydraulic Tank</b>            The hydraulic tank should be located to rear of engine compartment to avoid maintenance problems and have a independent oil cooler.            - Location of hydraulic reservoir.            - Location independent oil cooler.            - Capacity of hydraulic oil reservoir.            - Drain plug</p>	

PART C – REQUIREMENTS

CITY OF RICHMOND SPECIFICATIONS	STATE SPECIFICATIONS
<p><b><u>F. HYDRAULICS</u></b> (Cont'd)</p> <p><b>4. Filter</b>            Hydraulic system shall have a replaceable, easily accessible filter.            STATE            - Type.            - Location.            - Micron.</p> <p><b>5. Hydraulic Hose</b>            The hydraulic system shall include high-pressure hose, 4 spiral overlapping wire, as oil pressure lines shall be routed to ensure protection from chaffing.            STATE            - Type of hose.            - Routing location.</p> <p><b>6. Additional Hydraulic Circuit</b>            Requirement is for hydraulic circuit plumbed along stick to working attachments. Additional circuit plumbing should be made of hi-pressure hose suitably protected against damage or "chaffing" while operating.            STATE</p> <p><b>7. Operator Controls</b>            Pilot operated controls are preferred, with "joystick" style, pilot operated stabilizer controls, pilot control pods and pattern changer valve.            STATE            - Type of control system.            - If "joystick" style controls.            - Pattern changer valve is available</p>	

PART C – REQUIREMENTS

CITY OF RICHMOND SPECIFICATIONS	STATE SPECIFICATIONS
<p><b><u>G. LOADER</u></b></p> <p><b>1. Bucket</b>            Multipurpose 4-N-1 type bucket with bolt-on cutting edge and a minimum capacity of 1.30 cubic yards.            STATE            - Dimensions and type.</p> <p><b>2. Loader Specifications more details</b>            STATE            - Lift capacity to full height.            - Hinge pin height.            - Dump angle maximum.            - Dump height at 45°            - Reach at 45° angle.            - Lift breakout force.            - Tilt breakout force</p> <p><b><u>H. BACKHOE</u></b></p> <p><b>1. Bucket and Quick Coupler</b>            Requirement is for <u>extendable</u> stick c/w 24" digging buckets with bolt on cutting edge and quick coupler. Unit shall in addition include a 42" clean-up bucket. Coupler to be compatible with existing City owned attachments.            STATE</p> <p><b>2. Backhoe Specifications</b>            The backhoe shall be configured with an "excavator style" curved boom and an extendable stick.            STATE            - Retracted digging depth.            - Extended digging depth.            - Loading height.            - Loading reach.            - Reach from centre of rear axle.            - Digging force - bucket cylinder.            - Digging force - crowd cylinder.            - Boom lift capacity at 8'.</p>	

PART C – REQUIREMENTS

CITY OF RICHMOND SPECIFICATIONS	STATE SPECIFICATIONS
<p><b><u>H. BACKHOE Cont'd</u></b></p> <p><b>2. Backhoe Specifications cont'd</b></p> <ul style="list-style-type: none"> <li>- Stick lift capacity at 8'.</li> <li>- Stabilizer spread in operating position.</li> <li>- Extend-a-hoe feature shall be conveniently field serviced.</li> <li>- State type of maintenance required.</li> <li>- Boom design shall be held to a minimum width, for operator visibility of a 10 inch maximum.</li> </ul> <p><b>3. Rear Stabilizer</b></p> <p>Rear stabilizer shall not extend past the width of the tires.            Unit shall have reversible stabilizer pads.            STATE</p> <p><b><u>I. TIRES AND WHEELS</u></b></p> <p>Preference is for Bridgestone or Michelin. High floatation type with excellent "roading" characteristics.            STATE</p> <ul style="list-style-type: none"> <li>- Front tire size and type.</li> <li>- Rear tire size and type.</li> </ul> <p><b><u>J. MISCELLANEOUS</u></b></p> <p><b>1. Compliance</b></p> <p>Vehicle shall comply with government regulations and requirements.</p> <ul style="list-style-type: none"> <li>- Federal Government Motor Vehicle Safety Act.</li> <li>- B.C. Motor Vehicle Act and Regulations.</li> <li>- Work Safe BC Regulations.</li> </ul> <p><b>2. Operator Manuals/CD</b></p> <p>The following at time of vehicle delivery will be provided:</p> <ul style="list-style-type: none"> <li>- 2 operator manuals.</li> <li>- 1 full set repair manuals.</li> <li>- 1 full set parts manuals.</li> </ul>	

PART C – REQUIREMENTS

CITY OF RICHMOND SPECIFICATIONS	STATE SPECIFICATIONS
<p><b><u>J. MISCELLANEOUS Cont'd</u></b></p> <p><b>3. Demo</b>            Is demo model available for use or viewing?            STATE            - Demo conditions.</p> <p><b>4. Warranty</b>            Minimum requirement is for a 5-year or 7500 SMU warranty to whole machine. A bio-diesel of a 5% blend (B5) will be used in this vehicle.</p> <p>State details concerning the applicable warranty to vehicle and components if otherwise. State other extended warranty options, terms and costs, if any. If unit is down longer than 24 hours due to warranty issues the successful bidder shall provide a machine of equal or greater value. All costs associated, including cartage, is the sole responsibility of the successful bidder.            STATE DETAILS:</p> <p><b>5. Preventative Maintenance</b>            The following shall be provided by the successful bidder at time of vehicle delivery to the Richmond City Works Yard:            - A complete check-off style preventative maintenance schedule as recommended by the manufacturer to ensure satisfactory service life.            - A listing of special service tool requirements.            - Recommended diagnostic tooling.            - A full list of general maintenance parts (i.e. filters, drive belts, etc.) recommended for on hand stock.</p>	

PART C – REQUIREMENTS

CITY OF RICHMOND SPECIFICATIONS	STATE SPECIFICATIONS
<p><b><u>J. MISCELLANEOUS</u></b> (Cont'd)</p> <p><b>6. Delivery</b>            State the number of days from the date of order to the date of delivery F.O.B. the City Works Yard. The City would prefer within 180 days after awarding the contract.</p> <p><b>7. Trade-In (Optional)</b></p> <p><b>Trade In</b> One (1) 1997 Model 426C Caterpillar Backhoe, serial number 1CR00213. (Unit 961)</p> <p>Inspection available at:            Richmond Public Works Operations Yard            5599 Lynas Lane            Richmond, B.C.            V7C 5B2</p> <p>Contact: Chris McKenzie-Cook at (604) 244-1255 to make arrangements for viewing</p> <p><b>8. Parts</b>            The City requires parts delivery by air/within 24 hours within Canada and 48 hours outside of Canada. All costs associated to “air” delivery are the responsibility of the supplier.</p> <p>STATE</p> <ul style="list-style-type: none"> <li>- parts delivery service by air</li> <li>- associated costs</li> </ul>	

PART C – REQUIREMENTS

CITY OF RICHMOND SPECIFICATIONS	STATE SPECIFICATIONS
<p><b><u>K. OPTIONS (for this section, please attach additional information as required.)</u></b></p> <p>Given current, longstanding operating procedures and practices, this machine will incur approximately 1000 SMU annually. These units are essential to productivity and “uptime” and the unit’s reliability is paramount.</p> <p>1. In the event that the Unit is in repair and unavailable, the City may require that a back up unit be provided within two (2) business days. For example, if the Unit is down for more than two days due to mechanical failure do you provide a back-up unit of equal or greater size? Please list your availability guarantees.</p> <p>STATE (attach additional information)</p> <ul style="list-style-type: none"> <li>- What <u>availability guarantees</u> you propose?</li> <li>- What costs associated with this “performance” guarantee.</li> </ul> <p>2. The City may require that parts and services be provided for the Unit within three (3) business days. Can you provide <u>parts and services guarantees</u> complete with minimum standards quantifying the delivery of parts and services?</p> <p>STATE</p> <ul style="list-style-type: none"> <li>- Describe your performance guarantees.</li> <li>- Costs.</li> </ul> <p>E Do you offer guaranteed “buyback” of your unit and if so please list the value and terms corresponding to value?</p> <p>STATE:</p>	

PART C – REQUIREMENTS

CITY OF RICHMOND SPECIFICATIONS	STATE SPECIFICATIONS
<p><b><u>K.</u> OPTIONS</b> (Cont'd)</p> <p><b>5. Auto Lube System</b>            STATE:            - Auto lube system availability            - type &amp; style of system</p> <p><b>6. Rear Boom Thumb</b>            Hydraulic or mechanical            STATE:            - type &amp; style of system</p> <p><b>7. Radio/AM/FM with Bluetooth capabilities</b>            - type &amp; style of system</p> <p><b>8. Extendible Stick</b> to increase reach and dig depth by approximately four feet.            STATE:            - type &amp; style of system</p> <p><b>9. Auxiliary interior heater</b> to keep cab area warm to avoid idling.             STATE:</p> <p><b>10. Alternatives</b>            Please list any options or alternatives recommended by the Bidder in addition to those specified herein.            STATE            - Alternatives and description.            - Additional pricing for alternative and/or reduction in price.            - Alternatives "in place" of item show in spec and describe in detail (attach additional information as required)</p>	



PART D – QUOTATION FORM

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PART D – QUOTATION FORM

**Quotation Form**

Purchasing Section  
City of Richmond  
6911 No. 3 Road  
Richmond, BC V6Y 2C1

The undersigned Bidder, having carefully read and examined the Instructions to Bidders, General Conditions, Requirements, Quotation Form, and Undertaking of Liability Insurance and having full knowledge of the work required, does hereby offer to provide all necessary materials in strict accordance with the Requirements and to do all therein called for on the terms and conditions and under the provisions therein set forth at the following quoted amounts:

<b>TOTAL BASE PRICE</b>	\$
<b>TOTAL OPTION PRICE</b>	\$
<b>TRADE INALLOWANCE FOR UNIT 961</b>	\$ ( )

**PAYMENT TERMS** \_\_\_\_\_ **EARLY PAYMENT TERMS** \_\_\_\_\_

The above prices include and cover all duties, handling and transportation charges, and all other charges incidental to and forming part of this Quotation except for H.S.T.

The undersigned Bidder agrees to complete the whole of the works within \_\_\_\_\_ working days of acceptance.

Payment Terms \_\_\_\_\_ Early Payment Discount \_\_\_\_\_

\_\_\_\_\_  
Signature of Bidder's Authorized Representative

\_\_\_\_\_  
Printed Name and Title of Bidder's Authorized Representative

PART D – QUOTATION FORM

**Schedule of Options and Prices**

(Please state additional options and costs not included in base price)

DESCRIPTION	COST
1. <b>Auto Lube System</b>	\$
2. <b>Rear Boom Thumb</b>	\$
3. <b>Radio/AM/FM with Bluetooth capabilities</b>	\$
4. <b>Extendible Stick</b>	\$
5. <b>Auxiliary interior heater</b>	\$
6. <b>Alternatives</b>	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
<b>TOTAL</b>	\$

(If additional space is required, attach additional)

PART D – QUOTATION FORM

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**Undertaking of Liability Insurance**

City of Richmond  
6911 No. 3 Road  
Richmond, BC V6Y 2C1

Dear Sirs:

We, the undersigned (insert insurance company's name) \_\_\_\_\_ do hereby undertake and agree to insure the Contractor in the amount of \$5,000,000.00 as outlined in the attached "General Conditions of the Contract" and agree to:

- a. Name the City of Richmond, its officers, officials, agents, and employees as additional insured in connection with the work being proposed by the Contractor.
- b. State that such policy applies to each insured in the same manner and to the same extent as if separate policy had been issued to each insured named in the policy.
- c. State that the policy cannot be cancelled, lapsed, or materially changed without at least 30 days written notice of cancellation delivered to the City Clerk of the City of Richmond at 6911 No. 3 Road, Richmond, BC V6Y 2C1.
- d. State that coverage provided by such insurance shall protect the Contractor and the City of Richmond during the performance of the works and services specified in the attached Form of Quotation and specifically that the insurance required by such Quotation shall be consistent with the requirements therein.

if the Contract is awarded to (insert bidder's name) \_\_\_\_\_

EXCEPTIONS:

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Dated at \_\_\_\_\_, British Columbia, this \_\_\_\_ day of \_\_\_\_\_, 2013.

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

This form must be signed by the Insurance Company or an authorized Broker on behalf of the Insurance Company.

A SEPARATE FORM MUST BE SIGNED FOR EACH POLICY IF MORE THAN ONE POLICY IS APPLICABLE.

PART D – QUOTATION FORM

**List of Previous Contracts**

The Bidder has recently undertaken and completed the Contracts described following and authorizes the City of Richmond to inquire as to the nature of the Bidders performance on these contracts.

	DESCRIPTION OF CONTRACT	TOTAL PRICE OF CONTRACT	DATE COMMENCED	DATE COMPLETED
Company:  Contact Name:  Phone:  E-mail:				
Company:  Contact Name:  Phone:  E-mail:				
Company:  Contact Name:  Phone:  E-mail:				
Company:  Contact Name:  Phone:  E-mail:				

(If additional space is required, attach additional)