



**REQUEST FOR QUOTATION 4250Q
SUPPLY & DELIVERY OF ONE OR TWO (1-2) SMALL ONE TRACK TYPE
HYDRAULIC EXCAVATOR(S)**

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 12:00 Noon local time on Wednesday, April 20, 2011.

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:

Sumita Dosanjh - Buyer II - Contracting Specialist

email: purchasing@richmond.ca

The deadline for all enquiries is 3:00 pm local time, Tuesday, April 12, 2011

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REQUEST FOR QUOTATION 4250Q

**SUPPLY & DELIVERY OF ONE OR TWO (1-2) SMALL ONE TRACK TYPE
HYDRAULIC EXCAVATOR/S**

Name of Bidder: _____

Address: _____

City: _____

Province: _____

Postal Code _____

Telephone Number: _____

Contact Person: _____

Title: _____

Email Address: _____

Fax Number: _____

PART A – INSTRUCTIONS TO BIDDERS

PART A – INSTRUCTIONS TO BIDDERS**1.0 Description of Requirement**

- 1.1 Quotations are invited for supply & delivery of one (1) small one track type hydraulic excavator (the “Truck”) and the option to buy a second Truck as set out herein, for the City of Richmond.
- 1.2 Bidders are required to submit a quotation for the full requirement only. Partial responses will be put aside and given no further consideration.

2.0 Contract Term- Intentionally Omitted**3.0 Pricing**

- 3.1 Prices quoted will be in Canadian currency and exclusive of all taxes, F.O.B. destination to the sites named herein, with all freight, unloading at destination, import duties, brokerage, royalties, handling, overhead, profit and all other costs included.

4.0 Inquiries and Clarifications

- 4.1 It is the sole responsibility of the Bidder to thoroughly examine these documents and satisfy itself as to the full requirements of this RFQ. Inquiries are to be e-mailed to the contact person shown on the cover page. If required, an addendum will be published on the following websites:
 - a) BC Bid: <http://www.bcbid.gov.bc.ca/open.dll/welcome?language=En>
 - b) City’s website: <http://www.richmond.ca/busdev/tenders.htm>
- 4.2 The City, its agents and employer shall not be responsible for any information given by way of oral or verbal communication.

5.0 Inspection of Site- Intentionally Omitted**6.0 Submission of Quotation**

- 6.1 The response to this Request for Quotations (RFQ) with all accompanying schedules, appendices 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.

PART A – INSTRUCTIONS TO BIDDERS

- 6.2 Quotations received after the Closing Time or in locations other than the address indicated, will not be accepted and will be returned unopened.
- 6.3 The Bidder shall submit three (3) copies of its Quotation in accordance with the instructions stated herein.
- 6.4 The Bidder must 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 must be initialled by the authorized signatory in the spaces provided.
- 6.5 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.
- 6.6 Quotations may be withdrawn by written notice only, provided such notice is received at the Purchasing Services office prior to Closing Time.
- 6.7 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.
- 6.8 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 bid 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.

7.0 Conflict of Interest

- 7.1 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.

PART A – INSTRUCTIONS TO BIDDERS

8.0 Evaluation of Quotations

- 8.1 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 life cycle cost (transaction price, estimated residual value, operating cost including maintenance, repair and fuel costs) warranty, and any other life cycle considerations;
 - c) the Bidder's ability to meet the delivery timelines set out herein;
 - d) the Bidder's business and technical reputation and capabilities; experience and where applicable, the experience of its personnel; financial stability; track record; and references of current and former customers;
 - e) equipment quality, configuration, age and condition; and
 - f) any other criteria set out in the RFQ.
- 8.2 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.
- 8.3 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.
- 8.4 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.
- 8.5 Preference may be given to Quotations offering environmentally beneficial products or services.

9.0 Acceptance and Rejection of Quotations

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

PART A – INSTRUCTIONS TO BIDDERS

- 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 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.
- 9.2 All Quotations shall be irrevocable and remain open for a minimum of sixty (60) days after the Closing Time, whether or not another Quotation has been accepted.
- 9.3 The City may waive any non-compliance with the RFQ, the Requirements, the Specifications, or any conditions, including the timing of delivery of anything required by 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.

10.0 Award of Contract

- 10.1 Award of a Contract is contingent on funds being approved and the contract award being made by the appropriate City authority.
- 10.2 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 City's purchase order including the standard purchase order terms and conditions;
 - b) Or any mutually agreed to amendments between the Bidder and the City;
 - c) The Quotation; and
 - d) The RFQ and any subsequent addenda.
- 10.3 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.

PART A – INSTRUCTIONS TO BIDDERS

- 10.4 The City is not under any obligation to award a Contract and may elect to terminate this RFQ at anytime.

11.0 Publication of the Results of the Request for Quotation

- 11.1 The City will publish the name of the successful Bidder on the websites listed in Section 4.1. No other notices will be issued by the City. Bidders shall visit these websites to obtain the results of this Request for Quotation.

12.0 Quantities

- 12.1 The quantities stated herein are the City's best estimates of its requirements and should not be relied on. Actual quantities may vary.

13.0 Brand Names – Intentionally Omitted

14.0 Alternates and/or Variations to Specifications

- 14.1 Except where stated otherwise herein, the Specifications describe what is considered necessary to meet the performance requirements of the City and Bidders should bid in accordance with such Specifications, or if the Bidder cannot meet the Specifications, the Bidder may offer an alternative which it believes to be the equivalent.
- 14.2 If in addition to bidding on goods, materials, equipment and/or services that meet the Specifications, the Bidder wishes to offer an alternative, the alternative Quotation shall be submitted separately in the same format as the initial Quotation.
- 14.3 The City is not obligated to accept any alternatives.
- 14.4 The City will determine what constitutes allowable alternatives and/or variations.

15.0 Freedom of Information and Protection of Privacy Act (BC)

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

16.0 Confidentiality

- 16.1 Information about the City obtained by Bidders must not be disclosed unless prior written authorization is obtained from the City.

PART A – INSTRUCTIONS TO BIDDERS

16.2 The Contractor agrees that this obligation of confidentiality will survive the termination of the Contract between the Contractor and the City.

17.0 Insurance

17.1 The contractor will be required to Indemnify and Insure the City as shown in the General Conditions of the Contract.

17.2 Bidders shall have the Undertaking of Liability Insurance Form Letter L1-1 within the document completed and submitted with their Quotation.

17.3 All requested policies and certificates shall be submitted to the Purchasing Section before a contract is issued to carry out the work.

18.0 Bid Bond- Intentionally Omitted

PART B – GENERAL CONDITIONS

PART B – GENERAL CONDITIONS

1.0 Definitions

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.

“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;

“Bidder” means the individual, partnership, corporation or combination thereof, including joint ventures, who or which sign the Quotation form set out in Part D of this RFQ;

“City” means the municipal corporation, generally known as the City of Richmond.

“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;

“Closing Time” means the closing date, time, and place as set out on the title page of this RFQ;

“Contract” means the agreement formed between the City and the Contractor as evidenced by the purchase order issued to the Contractor by the City;

“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;

“Contractor” means the successful Bidder individual, partnership, corporation or combination thereof, including joint ventures, who or which is awarded the Contract;

“Delivery Date” means the date the City requires the Contractor to deliver the goods to the City’s Delivery Site;

“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.”;

PART B – GENERAL CONDITIONS

“HST” means the harmonized sales tax administered under the Excise Tax Act (Canada) and any successor tax or levy therefore in force from time-to-time;

“OHS Regulation” means the *Work Safe BC 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.

“Quotation” means the Bidder’s response made on the Quotation form set out on Part E of this RFQ with all appendices or addenda submitted by the Bidder in response to the RFQ;

“RFQ” means this Invitation to Quotation including, but not limited to: Part A - Instructions to Bidders; Part B - General Conditions; Part C- Requirements; Part D – Quotation Form;

“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 the Contractor must provide;

“Goods” means all the labour, materials, equipment, supplies, services and other items necessary for the execution, completion and fulfilment of the Requirements;

2.0 Sub-contractors

- 2.1 All sub-contractors are the responsibility of the Contractor.
- 2.2 The Contractor shall be held as fully responsible to the City for the acts and omissions of its sub-contractors and of persons directly or indirectly employed by the Contractor, as for the acts and omissions of persons directly employed by it.
- 2.3 The Contractor agrees to ensure performance by every sub-contractor with the terms and requirements of the Contract Documents.
- 2.4 No sub-contractors will be permitted except those expressly named by the Contractor in Part D – Quotation form or subsequently permitted in writing by the City pursuant to Section 4.1 of these General Conditions.
- 2.5 The Contractor will list below all subcontractors it intends to use in its performance of the Work, and what parts of the Work each subcontractor will be undertaking (the “Subcontractors”).
- 2.6 The Contractor, if awarded the Contract, will engage the listed Subcontractors only, and no others in their stead, without prior written authorization of the City.

PART B – GENERAL CONDITIONS

- 2.7 The Contractor, if awarded the Contract, will ensure that every Subcontractor is bounded by a legal agreement with the same terms and conditions of the Contract.

3.0 Independent Contractor

- 3.1 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.

4.0 Assignment

- 4.1 Subject to Sections 2.4 and 4.2, 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.
- 4.2 Despite Section 4.1, 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.
- 4.3 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.

5.0 Time of the Essence

- 5.1 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.

6.0 Laws, Permits and Regulations

- 6.1 The laws of British Columbia shall govern the Contract.

PART B – GENERAL CONDITIONS

- 6.2 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.

7.0 Inspection

- 7.1 The Goods are subject to inspection and in case is 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 them or to require correction.
- 7.2 The City shall be the final judge of the Goods in respect of both quality and quantity and its decisions of all questions in dispute with regard thereto will be final.
- 7.3 The City will not be deemed to have accepted the Goods by virtue of a partial or full payment for it or prior inspection at the Contractor's facility.

8.0 Responsibility For Work

- 8.1 The Contractor shall be responsible for the Goods covered by this contract until it is delivered to the designated delivery point, regardless of the point of inspection.
- 8.2 Upon delivery of the Goods, the title shall pass from Contractor to the City. Passing of title shall not constitute acceptance of the Goods by the City.
- 8.3 Upon delivery of the Goods, the Contractor's responsibility for loss or damage shall cease, except for loss or damage resulting from Contractor's negligence.

9.0 Quality of Workmanship and Materials

- 9.1 The Contractor shall perform services associated with the Goods with the degree of care, skill and diligence normally applied in the performance of work of a similar nature and in accordance with sound current professional practices and conforming to the requirements set out in the RFQ.
- 9.2 The Contractor shall ensure that 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.
- 9.3 The Contractor shall ensure that 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.

PART B – GENERAL CONDITIONS

10.0 Warranty

- 10.1 The Contractor warrants that the Goods 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).
- 10.2 The Contractor further warrants that the Goods is of merchantable quality, and fit for the intended use and will perform according to the requirements set out in the RFQ.
- 10.3 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.
- 10.4 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.
- 10.5 The Contractor warrants that its employees have the qualifications, experience, knowledge, skills and abilities necessary for the fulfilment of the Contract.

11.0 Indemnification and Insurance

- 11.1 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 assumed responsibility in the performance or purported performance of the Requirements.
- 11.2 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.
- 11.3 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, trade marks, 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.

PART B – GENERAL CONDITIONS

- 11.4 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
- 11.5 The Contractor shall, at his own expense, through the terms of the contract secure, maintain, and pay for the following coverage:
- 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 coverage:
 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.
 - b) "Course of Construction" Property Damage Insurance - Intentionally Omitted
- 11.6 Intentionally Omitted
- 11.7 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 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.

PART B – GENERAL CONDITIONS

- 11.8 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
- 11.9 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.
- 11.10 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.

12.0 Termination

- 12.1 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 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;
 - 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.

PART B – GENERAL CONDITIONS

- 12.2 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).
- 12.3 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.

13.0 Payments

- 13.1 The Contractor shall be paid net thirty (30) days from receipt of invoice and acceptance of the goods, materials, equipment and/or services, whichever is the later.

14.0 Taxes

- 14.1 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).
- 14.2 Invoices shall show the appropriate amounts for HST.

15.0 Non-resident Withholding Tax

- 15.1 Regulation 105(1) of the Canadian Income Tax Act requires that payments to non-residents for any work performed in Canada are subject to a Non-resident Withholding Tax of fifteen (15%) percent. Exemption from this withholding tax is available in some circumstances, but the Contractor must apply directly to the Canada Revenue Agency (CRA) at least thirty (30) days before commencing the Work.

PART B – GENERAL CONDITIONS

16.0 Performance Bond – Intentionally Omitted

17.0 Protection of Person and Property- Intentionally Omitted

18.0 Clean Up- Intentionally Omitted

19.0 Character of Workers- Intentionally Omitted

20.0 Conduct of the Contract

20.1 The City of Richmond’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 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.

22.2 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

PART B – GENERAL CONDITIONS

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 Delivery

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

25.0 Changes in Requirements

25.1 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.

25.2 The Contractor must not make any changes to from the terms of the Contract unless it shall first have received the written consent of the City and no claims for additional compensation shall be valid unless the change is so ordered.

PART C – REQUIREMENTS

PART C - REQUIREMENTS

CITY OF RICHMOND SPECIFICATIONS	STATE: SPECIFICATIONS
<p><u>A.GENERAL SPECIFICATIONS</u></p> <p><u>TYPE</u> The City of Richmond requires a conventional zero clearance track type excavator primarily used for municipal maintenance and Capital Project work. Minimum machine operating requirements shall consist of an operating weight of approximately 15,000 lbs. to 18,000 lbs., with a minimum 54 SAE Net horsepower range. The proposed unit shall be a new standard production model of the latest design and in current production.</p> <p>STATE:</p> <ul style="list-style-type: none"> - Make and model of machine proposed. - Zero Clearance - Options/Alternatives <p>1.Overall Track Length STATE: - Track length.</p> <p>2.Track Gauge STATE: - gauge - shoe size - shoe type</p> <p>3.Unit Ground Clearance STATE: - ground clearance</p> <p>4.Track Rollers The unit must contain a lifetime sealed and lubricated track rollers per frame plus track center guard (s) STATE: - quantity of rollers - type of rollers - style of rollers - number of center guards</p>	

PART C – REQUIREMENTS

A.GENERAL SPECIFICATIONS (Cont'd)

5.Base Curb Weight

STATE:

- the operating weight of the proposed unit.
- operating weight c/w standard digging bucket

6.Unit Dimensions

STATE:

- length of unit
- width of unit with proposed shoes
- height of unit from bottom of track shoe to the highest point of the machine.

PART C – REQUIREMENTS

CITY OF RICHMOND SPECIFICATIONS	STATE: SPECIFICATIONS
<p><u>B.CAB (OPERATOR STATION) AND CHASSIS</u></p> <p>1. Conventional All Weather Deluxe Cab and Chassis arrangement in compliance with Work Safe BC regulations and the B.C. Motor Vehicle Act. Refer to Section J., Miscellaneous, Item 1. Must be factory designed and installed. STATE: - Type of cab. - Options/Alternatives</p> <p>2. Cab To include headliner, sun visors, floor mat (moulded), skylight with sunshade and structure conforming to ROPS/FOPS design conforming to current Work Safe BC regulations. Cab mount shall be rubber mounted to dampen vibrations and sound levels. STATE: - In compliance for operation in BC - Type of cab - Style of cab - Options/Alternatives</p>	

PART C – REQUIREMENTS

CITY OF RICHMOND SPECIFICATIONS	STATE: SPECIFICATIONS
<p><u>B.CAB (OPERATOR STATION) AND CHASSIS</u> (Cont'd)</p> <p>3. Door Access The Cab must be equipped with lockable access door complete with grab handles and steps for ease of egress and degrees to and from cab. STATE: -type of operator access assist -escape hatch included as required -all service access platforms equipped with “non skid” material -Options/Alternatives</p> <p>4. Windows The unit shall be equipped with all glass being affixed directly to the cab for visibility eliminating window frames. The upper front windshield opens, closes and stores on the roof above the operator through a one touch action release system. STATE: - Type of glass and tinted. - How glass is affixed -Type of release system. - Options/Alternatives</p> <p>5. Seats Electric or 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 "breath". Must 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 must be adjustable to 110 degrees, ideally adjustment offered should have a range of 90 to 115 degrees. Back rest must have a width of 46 cm. (18 in.) with a minimum height of 65 to 90 cm. (26 to 35 1/2 in.) must be included. STATE: - Adjustments. - Type of seat. - Retractable seat belt. - Options/Alternatives</p>	

PART C – REQUIREMENTS

CITY OF RICHMOND SPECIFICATIONS	STATE: SPECIFICATIONS
<p><u>B.CAB (OPERATOR STATION) AND CHASSIS</u> (Cont'd)</p> <p>6. Instrumentation The cab instrumentation must include monitor system (LCD) display, prestart check for low fluids, gauge display analog for fuel level, hydraulic oil temperature and coolant temperature gauges, multi- information display. STATE: - Type of audio and/or visual warning indicators. - Instrumentation. - Options/Alternatives</p> <p>7. Radio The unit to be installed with a AM/FM/CD radio with blue tooth capabilities STATE: - Type/style of radio - Blue tooth capability - Options/Alternatives</p> <p>8. Mirrors Factory electric mirrors are required consisting of convex and standard mirror together mounted on both sides of the machine including rear mirrors as well. STATE: - Type/Style and location of mirrors. - If factory mirrors are heated? - Options/Alternatives.</p> <p>9. Heater/Defroster A heater/ventilation system complete with multi position blower fan. Variably adjustable heating vents for operator comfort and window “defrosting”. The defrosting system must be capable of dealing with local conditions – cool temperatures with high humidity. STATE -type of blower control -system air movement and capacity in CFM -heater/defroster fan type and speed control -options</p>	

PART C – REQUIREMENTS

CITY OF RICHMOND SPECIFICATIONS	STATE: SPECIFICATIONS
<p>10. Cab Air Conditioning Units are to be equipped with factory air conditioning, complete with multi positional control and variable adjustable vents. STATE -type and style -capacity -options</p> <p>11. Intermittent Windshield Wiper Full intermittent windshield wiper controls including washer reservoir. Wiper shall be a pillar mount type. STATE: - Type/style/ mount of wipers - Models offered - Options/Alternatives</p> <p>12. Horns STATE: - Options/Alternatives</p> <p>13. Vandal Protection Unit shall have locking provision for all doors and compartments. Cab shall be fitted with lockable vandal protection kit for all cab windows. STATE: - Type of vandal kit - Options/Alternatives</p> <p>14. Operator Safety To be fitted with handholds (grab handles) and slip resistant steps. STATE: - Cab safety features the proposed unit is equipped with. - Operator access, egress and operator back protection features shall be evaluated.</p> <p>15. Keys Four (4) Sets of keys and if applicable remotes to be provided upon delivery of unit.</p>	

PART C – REQUIREMENTS

CITY OF RICHMOND SPECIFICATIONS	STATE: SPECIFICATIONS
<p><u>C. ENGINE</u></p> <p>1. Engine Diesel type internal combustion engine, having a displacement of no less than 2.84L. Must meet tier three requirements. STATE: - Make, model of engine. - B-5 bio diesel compliant. - Displacement. - Options/Alternatives - Tier requirement options</p> <p>2. Engine Power Minimum requirement is for 55 net horsepower. STATE: - Maximum horsepower and RPM range - Options/Alternatives</p> <p>3. Torque Maximum torque value at the lowest rpm is required given urban application. STATE: - Torque value @ 1800 RPM or less - Maximum torque and corresponding rpm in proposed machine. - Options/Alternatives</p>	

PART C – REQUIREMENTS

CITY OF RICHMOND SPECIFICATIONS	STATE: SPECIFICATIONS
<p><u>C.ENGINE</u> (Cont'd)</p> <p>4. Fuel System</p> <p>The unit shall be equipped with a fuel management system which is controlled through an electronic control module A bio-diesel will be used in this vehicle.</p> <p>STATE:</p> <ul style="list-style-type: none"> - Type of fuel system - How fuel system is controlled - Options/Alternatives <p>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> <p>5. Cooling System</p> <p>The cooling system shall have the cooling fan driven directly from engine through an electrically controlled clutch fan. The system shall allow for ease of access to keep the cooling cores free of debris.</p> <p>STATE:</p> <ul style="list-style-type: none"> - Type of cooling system - Number of cores - How system is controlled - Options/Alternatives <p>6. Air Cleaner</p> <p>The unit shall have a air filter system which includes a double layered filter core which is easily accessible. A warning system through the display on the monitor when dust accumulates above a preset level.</p> <p>STATE:</p> <ul style="list-style-type: none"> - type of air filter system - type of filter core - warning system - if monitor displayed -options/alternatives 	

PART C – REQUIREMENTS

CITY OF RICHMOND SPECIFICATIONS	STATE: SPECIFICATIONS
<p><u>C.ENGINE</u> (Cont'd)</p> <p>7. Emissions The unit must meet EPA Tier 2 engine emission regulations. STATE: - Tier 2 compliant -options/alternatives</p> <p>8. Fuel Tank Fuel tanks capacity Racor fuel/water separator complete with fuel heater and self-prime pump or equivalent mounted as per manufacturer's recommendation and in location agreed to by Fleet Operations staff. STATE: - Capacity of fuel tank - Type of fuel/water separator. Options/Alternatives.</p> <p>9. Maintenance 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>	

PART C – REQUIREMENTS

CITY OF RICHMOND SPECIFICATIONS	STATE: SPECIFICATIONS
<p><u>D. ELECTRICAL</u></p> <p>1. Alternator</p> <p>STATE:</p> <ul style="list-style-type: none"> - Make, model and rating. - Alternator output at 1,200 engine RPM. <p>2. Battery</p> <p>maintenance free batteries</p> <p>STATE:</p> <ul style="list-style-type: none"> - Type and specifications. - Options/Alternatives <p>3. Wiring Circuitry</p> <p>Preference given to automatic reset type circuit breakers, highest quality electrical components and design.</p> <p>STATE:</p> <ul style="list-style-type: none"> - Type of circuit breakers. - Options/Alternatives <p>4. Vehicle Lights</p> <p>Halogen working lights having 35,000-candle power each. 2-4 required on top of cab, 2 on the boom and 1 on side step box.</p> <p>STATE:</p> <ul style="list-style-type: none"> - How many and location <p>5. Beacon Lights</p> <p>LED beacon lights mounted on the roof of the Cab.</p> <p>STATE:</p> <ul style="list-style-type: none"> - Options/Alternatives 	

PART C – REQUIREMENTS

CITY OF RICHMOND SPECIFICATIONS	STATE: SPECIFICATIONS
<p><u>E.HYDRAULICS</u></p> <p>1. Pump STATE: - Type of pump and capacity at RPM. - Type of torque limiter. - Options/Alternatives</p> <p>2. Hydraulic System STATE: - Requirements for a closed centre type hydraulic system. - Type of load sensing used. - System operating pressure. - Relief values provided within system - Options/Alternatives</p> <p>3. Hydraulic Tank - Capacity of hydraulic oil reservoir. - Drain plug - Options/Alternatives</p> <p>4. Filter Hydraulic system shall have a replaceable, easily accessible filter. STATE: - Type. - Location. - Micron. - Options/Alternatives</p> <p>5. Hydraulic Hose The hydraulic system shall include high-pressure hose, 4 spiral overlapping wire, as oil pressure lines and routing shall ensure protection from chaffing while operating. STATE: - Type of hose. - Options/Alternatives</p>	

PART C – REQUIREMENTS

CITY OF RICHMOND SPECIFICATIONS	STATE: SPECIFICATIONS
<p><u>E.HYDRAULICS</u> (Cont'd)</p> <p>6. Additional Hydraulic Circuit 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: - If as above. - Check with City of Richmond to ensure hydraulic circuit meets pressure and flow requirements by contacting Chris McKenzie-Cook at 604-244-1255.</p> <p>7. Operator Controls Pilot operated controls are preferred, with "joystick" style, pilot operated stabilizer controls, pilot control pods and pattern changer valve. STATE: - type of control system. - Ff "joystick" style controls. - pattern changer valve is available - options/alternatives</p> <p><u>F.EXCAVATOR</u></p> <p>1. Bucket Multipurpose with 18" , 24" and 42" buckets with capacity of bolt-on cutting edge. STATE: - Dimensions and type.</p> <p>2. Excavator Specifications STATE: - Lift capacity to full height. - Hinge pin height. - Dump angle maximum. - Dump height at 45° - Reach at 45° angle. - Loader breakout force. - Bucket rise to full height shall be no more than 4.9 seconds. Options/Alternatives</p>	

PART C – REQUIREMENTS

CITY OF RICHMOND SPECIFICATIONS	STATE: SPECIFICATIONS
<p><u>G.MISCELLANEOUS</u></p> <p>1. Compliance Vehicle must comply with government regulations and requirements. - Federal Government Motor Vehicle Safety Act. - B.C. Motor Vehicle Act and Regulations. - Workers Safe BC regulations.</p> <p>2. Operator Manuals/CD The following at time of vehicle delivery will be provided: - 2 operator manuals. - 1 full set repair manuals. - 1 full set parts manuals.</p> <p>3. Demo Is demo model available for use or viewing? STATE: - Demo conditions. - Options/Alternatives</p> <p>4. Warranty 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. 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> <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 must provide a machine of equal or greater value. All costs associated, including cartage, is the sole responsibility of the successful bidder. STATE: - Options/Alternatives</p>	

PART C – REQUIREMENTS

CITY OF RICHMOND SPECIFICATIONS	STATE: SPECIFICATIONS
<p><u>G.MISCELLANEOUS</u> (Cont'd)</p> <p>5. Preventative Maintenance 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. State: - 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> <p>6. Delivery State the number of days from the date of order to the date of delivery F.O.B. the City of Richmond Works Yard. The City would Expect 180 days after Awarding the contract. STATE -Delivery Date</p> <p>7. Alternatives Please list any options or alternatives recommended by the supplier in addition to those specified or in place of. 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.</p> <p>8. Trade-In No trade</p> <p>9. Parts The City of Richmond 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. STATE - parts delivery service by air - associated costs - options/alternatives</p>	

PART C – REQUIREMENTS

CITY OF RICHMOND SPECIFICATIONS	STATE: SPECIFICATIONS/Additional Cost of Options if applicable
<p><u>H. OPTIONS (for this section, please attach additional information as required.) (For Options list additional cost if any)</u></p> <p>Given current, longstanding operating procedures and practices, this machine will incur approximately 1000 SMU annually. Application within the City of Richmond must be characterized as very moderate relative to many other municipal and government locations. These units are essential however to maintenance of works productivity and "uptime" and the unit's reliability is foremost. Therefore, with these points in mind, your proposals to the following optional features to the contract are appreciated.</p> <ol style="list-style-type: none"> 1. Please list any "availability" guarantees. For example, if machine is down due to mechanical failure do you provide a back-up unit of equal or greater size? STATE: (attach additional information) <ul style="list-style-type: none"> - What <u>availability guarantees</u> you propose. - What costs associated with this "performance" guarantee. 2. Can you provide <u>parts and services guarantees</u> complete with minimum standards quantifying the delivery of parts and services? STATE: <ul style="list-style-type: none"> - Describe your performance guarantees. - Costs. - Options/Alternatives 3. Are you prepared to guarantee the units operating costs <u>excluding normal maintenance labour and material and fuel</u> for fixed periods? STATE: <ul style="list-style-type: none"> - Terms or periods of duration. - The costs associated to each duration. - Options/Alternatives 4. Do you offer guaranteed "buyback" of your unit and if so please list the value and terms corresponding to value? STATE: <ul style="list-style-type: none"> - Options/Alternatives 	

PART C – REQUIREMENTS

CITY OF RICHMOND SPECIFICATIONS	STATE: SPECIFICATIONS
<p>H. <u>OPTIONS</u> (Cont'd)</p> <p>5 . Auto Lube System STATE: - Auto lube system availability - type & style of system - options/alternatives</p> <p>6 . Flail Attachment STATE: - type & style of system - options/alternatives</p> <p>7 . Ditch Bucket 36” to 42” STATE: - type & style of system - options/alternatives</p> <p>8 . Medium Hydraulic Thumb STATE: - type & style of system - options/alternatives</p> <p>9. Wrist Twist STATE: - type & style of system - options/alternatives</p> <p>10 . Wrist Twist 14”- 18” Bucket STATE: - type & style of system - options/alternatives</p> <p>11 . Wrist Twist 24” Bucket STATE: - type & style of system - options/alternatives</p> <p>12 . Wrist Twist 36”- 42” Bucket STATE: - type & style of system - options/alternatives</p>	

PART C – REQUIREMENTS

<p>H. <u>OPTIONS</u> (Cont'd)</p> <p>13. Push Blade 6 – 7 ft preferred STATE: - options/alternatives 14 . Hydraulic Quick Change STATE: - Type & style of system - Options/alternatives</p> <p>15. Interior Light STATE: - options/alternatives</p> <p>16. Forward reverse alarm STATE: - options/alternatives</p> <p>17. Rain guard on front window STATE: - options/alternatives</p> <p>18. GPS STATE: - options/alternatives</p> <p>19. Other options recommended STATE: - options/alternatives</p>	
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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:

TOTAL BASE PRICE \$ _____

TOTAL OPTION PRICE\$ _____

LUMP SUM TOTAL QUOTED PRICE OF \$ _____ **(if one unit purchased)**

LUMP SUM TOTAL QUOTED PRICE OF \$ _____ **(if two units purchased)**

PAYMENT TERMS _____ **EARLY PAYMENT TERMS** _____

The above price includes and covers 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.

Name of Bidder: _____

Address: _____

Telephone No: _____

Name, Signature, and Title of Signing Officer: _____

Date: _____

E-mail: _____

Web Address: _____

PART D – QUOTATION FORM

Schedule of Quantities and Prices

DESCRIPTION	UNIT	TOTAL COST
1 Only: Small One Track Type Hydraulic Excavator	EA	
TOTAL QUOTED AMOUNT (carried forward to Quotation Form)		\$ _____
Harmonized Sales Tax (HST)		\$ _____

DESCRIPTION	UNIT	TOTAL COST
2 Units: Small One Track Type Hydraulic Excavator	EA	\$ _____
	EA	\$ _____
TOTAL QUOTED AMOUNT (carried forward to Quotation Form)		\$ _____
Harmonized Sales Tax (HST)		\$ _____

Payment Terms _____

Early Payment Discount _____

Initials of Signing Officer

PART D – QUOTATION FORM

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:

Dated at _____, British Columbia, this ____ day of _____, 2011.

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