



**INVITATION FOR TENDER T.4747
SUPPLY AND DELIVERY OF ONE (1) LADDER APPARATUS AND ONE (1) FIRE PUMP
APPARATUS**

Tenders 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 pm, local time on February 12th, 2013

NOTES:

1. Three (3) copies of Tenders shall be in a sealed envelope or package marked with the Bidder's Name, the Invitation for Tender 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 Tenders will not be received or considered.
4. The lowest or any tender will not necessarily be accepted.
5. All queries related to the Invitation for Tender shall be submitted in writing to the attention of:

Julia Turick - Buyer II
email: purchasing@richmond.ca

The deadline for all enquiries is 5:00 pm, local time on February 1st, 2013.
The City reserves the right not to respond to any inquiries after this deadline.

Invitation for Tender No. T.4747 - SUPPLY AND DELIVERY ONE (1) FIRE PUMP
APPARATUS AND ONE (1) LADDER APPARATUS

TABLE OF CONTENTS

PART A – INSTRUCTIONS TO BIDDERS	4
1.0 Description of Requirement	4
2.0 Pricing	4
3.0 Inquiries and Clarifications	4
4.0 Familiarity With Provisions and Requirements.....	4
5.0 Familiarity With Conditions.....	5
6.0 Sufficiency of Tender.....	5
7.0 Examination of Documents	5
8.0 Submission of Tender.....	5
9.0 Conflict of Interest	6
10.0 Evaluation of Tenders	6
11.0 Acceptance and Rejection of Tenders	7
12.0 Award of Contract.....	8
13.0 Publication of the Results of the Invitation for Tender	8
14.0 Quantities	8
15.0 Alternates and/or Variations to Specifications	8
16.0 Insurance, Undertaking, and Bonds.....	9
17.0 Contract Execution.....	9
18.0 Disposition of Bonds	10
19.0 Informal or Unbalanced Tenders.....	10
20.0 Tender Drawings	10
21.0 Prime Contractor	10
22.0 Bidder’s Experience	10
23.0 Disclosure.....	10
24.0 Confidentiality.....	11
PART B - GENERAL CONDITIONS AND TENDER SUBMISSION REQUIREMENTS	12
1.0 Definitions.....	12
2.0 General	14
3.0 Drawings	14
4.0 Exceptions, Variations or Clarifications.....	15
5.0 General Construction and Design.....	16
6.0 Construction Period.....	17
7.0 Administration and Client Consultation	17
8.0 Pre-Construction Conference	18
9.0 Inspections.....	18
10.0 Acceptance of the Vehicle.....	19
11.0 Road and Tests	20
12.0 Vehicle Performance	20
13.0 Delivery Engineer	20
14.0 Warranty.....	21
15.0 Required Engine, Weight, and Electrical Data.....	23
16.0 Required Manuals, Software and Equipment	23
17.0 Manufacturing Standards and Certifications	26
18.0 Safety.....	26
19.0 Customer Service	27
20.0 Maintenance Training.....	27
21.0 Construction Schedule.....	27
22.0 Cost Exceptions.....	27
23.0 Information to be Furnished with the Tender	28
24.0 Specifications	28

Invitation for Tender No. T.4747 - SUPPLY AND DELIVERY ONE (1) FIRE PUMP
APPARATUS AND ONE (1) LADDER APPARATUS

25.0	Experience of Bidders	28
26.0	Sub-contractors.....	29
27.0	Independent Contractor	29
28.0	Assignment.....	29
29.0	Delivery.....	30
30.0	Time of the Essence	30
31.0	Laws, Permits and Regulations	30
32.0	Quality of Workmanship and Materials	30
33.0	Indemnification and Insurance	31
34.0	Workers' Compensation Board Coverage/Prime Contractor	33
35.0	Termination	33
36.0	Patent Fees	34
37.0	Protection of Person and Property – Intentionally Omitted.....	34
38.0	Clean Up – Intentionally Omitted	34
39.0	Character of Workers	34
40.0	Conduct of the Contract	35
41.0	Rectification of Damage and Defects	35
42.0	Failure to Perform	35
43.0	Dispute Resolution	36
44.0	Changes in Requirements	36
45.0	Notices.....	36
46.0	Performance and Labour and Material Bonds	36
47.0	Work to the Satisfaction of the City	37
48.0	Date of Completion	37
49.0	Payments	37
50.0	Force Majeure	38
51.0	Holdback	38
52.0	Patent Indemnification	38
53.0	No Deviation from the Work.....	39
54.0	Materials and Work	39
55.0	Waiver.....	39
56.0	Expense or Cost Charged to the Contractor	39
57.0	Liens.....	39
58.0	Default.....	39
59.0	Taxes	40
60.0	Permits.....	40
PART C – TENDER FORM.....		41
	Tender Submission Summary Sheet.....	41
	Tender Pricing	42
	Green Option Pricing.....	45
	Warranty	46
	Delivery	48
	Undertaking of Liability Insurance.....	49
	UNDERTAKING OF SURETY (To be submitted with Tender Form)	50
	List of Subcontractors.....	51
	List of Previous Contracts	52

INVITATION FOR TENDER T.4747

ONE (1) FIRE PUMP APPARATUS AND ONE (1) LADDER APPARATUS

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 Tenders are invited for the Supply and Delivery of one (1) Fire Apparatus and one (1) Ladder Apparatus as set out herein, for the City of Richmond (the “City”).
- 1.2 Bidders can submit a Tender for one (1) or both of the Apparatus.

2.0 Pricing

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

3.0 Inquiries and Clarifications

- 3.1 It is the sole responsibility of the Bidder to thoroughly examine these documents and satisfy itself as to the full requirements of this Invitation to Tender (“ITT”). Inquiries shall be in written form only and e-mailed to the contact person shown on the cover page. Should an inquiry prompt the need for an addendum, it, and all addenda 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>
- 3.2 The City, its agents, consultants and employees shall not be responsible for any information given by way of oral or verbal communication.
- 3.3 Each addendum will be incorporated into and become part of the ITT document. No amendment of any kind to this ITT is effective unless it is contained in a written addendum issued by the City’s Purchasing Section and published on the website as per 3.1 above.

4.0 Familiarity With Provisions and Requirements

- 4.1 The ITT shall be subject to each and every condition, requirement and qualification contained herein, and the submission of such Tender shall be considered by both the City and the Bidder as conclusive evidence that the Bidder has carefully read each and every one of these contract documents including all drawings and specifications; and that they have ascertained the provisions and requirements of all pertinent laws and regulations (Local, Provincial and Federal) relating to labour, the purchase of materials, the payment of taxes and duties, the carrying out of the work, and the necessity for licences and permits.

PART A – INSTRUCTIONS TO BIDDERS

5.0 Familiarity With Conditions

- 5.1 The Bidder shall satisfy themselves before submitting a Tender as to the quantities and nature of work and materials necessary for completion of the work, the facilities they may require, and in general, shall therefore obtain all necessary information as to risks, contingencies, and other circumstances which may influence or affect the Tender.

6.0 Sufficiency of Tender

- 6.1 The Bidder shall be deemed to have satisfied itself before tendering as to the correctness and sufficiency of the Tender for the work which tendered amount covers all obligations under the contract, and all matters and things necessary for the proper execution of the work.

7.0 Examination of Documents

- 7.1 Upon receipt of the Tender documents, the Bidder shall be responsible for checking and ensuring that all Tender Documents are complete, including all sets of drawings, and shall notify the person shown on the Tender cover page immediately if any set of Tender Documents is incomplete.

8.0 Submission of Tender

- 8.1 The response to this ITT 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 ITT (the "Closing Time"). The Tender shall be submitted on the forms provided in a sealed envelope or package, marked with the Bidder's name and the ITT title and number.
- 8.2 Tenders received after the Closing Time or in locations other than the address indicated, may not be accepted and may be returned unopened.
- 8.3 The Bidder shall submit Three (3) hard copies and One (1) electronic copy of its Tender in accordance with the instructions stated herein.
- 8.4 The Bidder must enter its corporate or legal business name on the final page of the Tender Form. The Tender 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 ITT. All other pages of the Tender Form should be initialled by the authorized signatory.**
- 8.5 Amendments to a Tender 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 ITT title and number.
- 8.6 Tenders may be withdrawn by written notice only, provided such notice is received at the Purchasing Section office prior to the Closing Time.

PART A – INSTRUCTIONS TO BIDDERS

- 8.7 All costs associated with the preparation and submission of the Tender, including any costs incurred by the Bidder after the Closing Time, will be borne solely by the Bidder.
- 8.8 By submitting a Tender, 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 Tender for the proposed Contract, or due to the City's acceptance or non-acceptance of their Tender or any breach by the City of the Tender 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 Tender documents.

9.0 Conflict of Interest

- 9.1 By submitting a Tender, 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.

10.0 Evaluation of Tenders

- 10.1 Tenders 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) Completeness of the Tender package (The degree to which it responds to all requirements of these specifications);
 - f) The Bidder's written detailed specifications and compliance to Owner's Specifications;
 - g) Design and engineering of major structural components - including ease of maintenance of major components;
 - h) Completeness of all engineering drawings, complete performance charts, and scans;
 - i) Service and warranty data submitted;
 - j) Delivery time;
 - k) Any other criteria set out in this ITT.
- 10.2 Prior to Contract award, the Bidder will be required to demonstrate financial stability. 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.
- 10.3 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

PART A – INSTRUCTIONS TO BIDDERS

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.

10.4 All sub-contractors of the Bidder will be subject to the City's evaluation process for this ITT. 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.

10.5 Preference may be given to Tenders offering environmentally beneficial products or services.

11.0 Acceptance and Rejection of Tenders

11.1 Notwithstanding any other provision in the Tender documents, the City has in its sole discretion, the unfettered right to:

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

11.2 All Tenders shall be irrevocable and remain open for a minimum of ninety (90) days after the Closing Time, whether or not another Tender has been accepted.

11.3 The City shall not be responsible for any liabilities, cost, expenses, loss or damage incurred, sustained or suffered by any Bidder by reason of the acceptance or non-acceptance, by the City, of any Tender or by reason of any delay in the acceptance of a Tender save as provided in the contract.

11.4 No Tender shall be accepted from any Bidder, person or corporation who, or which, has a claim or has instituted a legal proceeding against the City or against whom the City has a claim or has instituted a legal proceeding with respect to any previous contract, without the prior approval of City.

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

11.6 The lowest or any Tender will not necessarily be accepted.

PART A – INSTRUCTIONS TO BIDDERS

12.0 Award of Contract

- 12.1 Award of a Contract is contingent on funds being approved and the contract award being made by the appropriate City authority.
- 12.2 The purchase order, the Tender, the ITT 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;
 - a) The City's purchase order including the standard purchase order terms and conditions;
 - b) The Tender; and
 - c) The ITT and any subsequent amendments or addenda.
- 12.3 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.
- 12.4 The City is not under any obligation to award a Contract and may elect to terminate this ITT at anytime.
- 12.5 The City's Manager, Purchasing shall have the conduct of the Invitation to Tender and the Contract.

13.0 Publication of the Results of the Invitation for Tender

- 13.1 The City will publish the name of the Successful Bidder on the websites listed in Section 3.1. No other notices will be issued by the City. Bidders are required to visit these websites to obtain the results of this Invitation for Tender.

14.0 Quantities

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

15.0 Alternates and/or Variations to Specifications

- 15.1 Proprietary names are used solely to establish standards of material and finish. Items of other manufacture may be accepted as equal to those specified at the discretion of the City, provided written approval is obtained from the City prior to the Tender closing date. Subsequent approval for substitution will be given only if the specified product is unavailable.
- 15.2 Wherever in these specifications a particular brand, make of material, device or equipment is shown or specified, such brand, make of material, device or equipment

PART A – INSTRUCTIONS TO BIDDERS

which in the opinion of the City is the recognised equal of that specified, considering quality, workmanship, and economy of operation, and is suitable for the purpose intended, will be acceptable, however the exception must be well defined.

- 15.3 Except where stated otherwise herein, the Requirements describe what is considered necessary to meet the performance requirements of the City; and Bidders should Tender 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.
- 15.4 The City is not obligated to accept any alternatives.
- 15.5 The City will determine what constitutes allowable alternatives and/or variations.

16.0 Insurance, Undertaking, and Bonds

- 16.1 Tenders shall be accompanied by an Undertaking of Liability Insurance and an Undertaking of Surety on the forms included in the Form of Tender or equivalent form, and a Bid Bond on a form approved by the Insurance Bureau of Canada, all issued by a Surety Company(s) licensed to conduct business in the Province of British Columbia. The Bid Bond shall be in an amount not less than 10% of the total tendered amount. Bidders may submit a Tender deposit, in the form of a certified cheque, in an amount not less than 10% of the Total Tendered Amount drawn up in the name of the City, in lieu of a Bid Bond. The Undertaking of Surety shall comprise a Performance Bond and a Labour and Materials Payment Bond, each to be equal in value to 50% of the Total Tendered Amount and conditioned upon the fulfilment of the contract by the Contractor.
- 16.2 The successful Bidder shall furnish, within fourteen (14) days after the date of notice from the City, and prior to the commencement of the work or the supply of materials, the Performance Bond and the Labour and Materials Payment Bond as required in this Contract.
- 16.3 The successful Bidder shall obtain the insurance coverage required under the General Conditions of the Contract, and such other provisions as are enumerated in the Supplementary Specifications and schedules. Certified copies of all insurance policies and certificates, as required, shall be filed with the City prior to the commencement of work under this contract.
- 16.4 Where insurers have submitted an equivalent form, it must be attached to the appropriate form included in the Tender documents.

17.0 Contract Execution

- 17.1 The successful Bidder shall execute a contract with the City in the Form of Agreement forming a part of the contract documents as and when required by the City. The contract shall comprise the contract documents, including any addenda issued to the Bidders, completed in accordance with the successful Bidder's Tender. The Form of Agreement is not to be filled in at the time of tendering and is attached only as an example of the contract, which the successful Bidder will be required to make with the City.

PART A – INSTRUCTIONS TO BIDDERS

18.0 Disposition of Bonds

- 18.1 In the event of failure on the part of any Bidder, whose Tender has been accepted, to perform the obligations set out in the Form of Tender, the Bid Bond shall become payable according to the provisions thereof, or, the amount of the certified cheque shall be forfeited to the extent provided in the form of Bid Bond.
- 18.2 Within thirty (30) calendar days after the tenders are opened, the City will return the Bid Bonds or Tender deposits accompanying such of the tenders as are unlikely to be further considered for acceptance. All other Bid Bonds or Tender Deposits shall be held until a contract and the requisite Performance Bond, Labour and Materials Payment Bond and Insurance Policies have been fully executed and delivered to the City, after which they will be returned to the respective Bidders.

19.0 Informal or Unbalanced Tenders

- 19.1 Tenders which are incomplete, illegible or obscure, or that contain errors or irregularities of any kind may be rejected as informal. All filled-in fields/blanks are to be legibly and properly filled in. The City reserves the right to waive informalities at its discretion. All alterations must be initialled and dated.

20.0 Tender Drawings

- 20.1 The Bidder shall submit all applicable drawings, and calculations to the City with the Tender package (see specifications on number, type and scale). Drawings supplied with this document are for evaluation purposes, and are not intended to assist with the production of design and manufacturing drawings for the project.
- 20.2 Complete engineering drawings to the Tender Specifications are to be submitted with the Tender package. Failure to submit factory prepared drawings may result in rejection of the Tender.

21.0 Prime Contractor

- 21.1 The fire apparatus body manufacturer shall be considered the Prime Contractor.

22.0 Bidder's Experience

- 22.1 Each Bidder shall submit a minimum list of five (5) references covering various Fire Departments where the Bidder has delivered similar type and size apparatus, with contact names, addresses, telephone/fax and e-mail information. Bidders shall submit photographs and drawings with their tenders showing similar fire apparatus manufactured.

23.0 Disclosure

- 23.1 All Bidders shall disclose, in an accompanying letter, information on any current or pending litigation regarding failure to deliver or comply with specified components on complete apparatus.

PART A – INSTRUCTIONS TO BIDDERS

24.0 Confidentiality

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

PART B - GENERAL CONDITIONS AND TENDER SUBMISSION REQUIREMENTS

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, vender, manufacturer, supplier, respondent, partnership, corporation or combination thereof, including joint venturers, who or which sign the Tender form set out in Part C, and submit a Tender in response to, this ITT;
 - 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 ITT;
 - 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 response, quotation, the ITT and such other documents, including all amendments or addenda agreed between the parties;
 - i) “Contractor” means the successful Bidder, individual, supplier, manufacturer, vendor, partnership, corporation or combination thereof, including joint venturers, who or which is awarded the Contract;
 - j) “Delivery Date” means the date the Contractor to delivers the units to the City’s Delivery Site;
 - k) “Fire Chief” means the City’s representative who is authorized to approve or authorise decisions in connection with the units;
 - l) “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 Cityship and title to all goods, materials, and equipment are transferred to the City when same are delivered by the Contractor to the City and

PART B – GENERAL CONDITIONS AND TENDER SUBMISSION REQUIREMENTS

- 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.”;
- m) “H.S.T.” 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;
 - n) “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.
 - o) “Pricing,” “Financial Offer,” Financial Proposal,” “Tender Pricing,” “Offer” or “Price” means the Bidder’s offer made on the Tender Pricing form set out on Part C of this ITT with all appendices or addenda submitted by the Bidder in response to the ITT;
 - p) “ITT” means this Invitation to Tender including, but not limited to: Part A - Instructions to Bidders; Part B - General Conditions and Tender Submission Requirements; Part C – Tender Form, and Part D- Requirements;
 - q) “Prime Contractor” means the fire apparatus body manufacturer;
 - r) “Requirements” means all of the specifications, requirements and services set out in the ITT that describes the general requirements that the goods, materials, equipment and services must meet and that the Contractor must provide;
 - s) “RFR” means Richmond Fire Rescue;
 - t) “Tender Documents” means and may include:
 - (a) TENDER Submission Summary Sheet;
 - (b) Table of Contents;
 - (c) Security Requirements;
 - (d) the Form of TENDER;
 - (e) Schedule of Quantities and Prices; and,
 - (f) the Form of TENDER Annexures.
 - u) “Unit” or “Units” means Fire Pump and/or Ladder Apparatus; and
 - v) “Work” means all the labour, materials, equipment, goods, supplies, services and other items necessary for the execution, completion and fulfilment of the Requirements;
 - w) “Work Site” means the site where the Work is being performed at South Arm Community Centre located at 8880 Williams Road in Richmond, B.C., unless otherwise stated in this ITT;
 - x) “NFPA” means National Fire Protection Association;
 - y) “FAMA” means Fire Apparatus Manufacturer’s Association; and,
 - z) “ULC” means Underwriters Laboratories of Canada.

PART B – GENERAL CONDITIONS AND TENDER SUBMISSION REQUIREMENTS

2.0 General

- 2.1 It is the intent of these specifications to describe the minimum requirements for construction and performance of the apparatus and associated equipment.
- 2.2 Items not described in this specification for the construction or performance or in Underwriters Laboratories of Canada (ULC) S515-M88 or NFPA 1901 (current editions at time of construction) may be accepted as the standard of the bidder, who shall be solely responsible for the design, construction and performance of the apparatus and equipment. Completed apparatus shall be tested to the standards set out in ULC S515-M88 (latest version), and the latest NFPA 1901 standard. All ULC tests shall be performed by a ULC representative, no exceptions.
- 2.3 The apparatus shall comply with all Canadian Motor Vehicle Safety Standards (CMVSS) and Province of British Columbia Motor Vehicle Act relating to commercial vehicles as well as to vehicles used for fire fighting, and emergency vehicles at time of contract signing. The apparatus shall also meet the requirements of Worksafe for the Province of British Columbia.
- 2.4 The delivered apparatus shall have a certified Province of British Columbia Gross Vehicle Weight Rating (GVWR) weight sticker applied to the apparatus on delivery to ensure the apparatus meets all laws pertaining to the weight carrying capacity of the vehicle.
- 2.5 For insurance purposes, the delivered apparatus shall include a weight slip from a Government of BC weigh scale.
- 2.6 Any company tendering on this project shall agree to price and perform all work and provide all equipment listed in the specification. It is understood that the City may select or delete items listed as options as necessary when accepting a bid.
- 2.7 Whether specifically mentioned herein or not, all parts necessary to provide complete and efficient fire apparatus shall be furnished. Such parts shall conform to the best current engineering practices of the industry relative to design, structure, quality of material and workmanship.
- 2.8 Where conflict arises within the specifications, the language in this document shall prevail.
- 2.9 The Bidder shall indicate if a “green” option is available to the City that will allow operation of equipment without the engine running. Prices to be listed separately in Part C – Tender Form.

3.0 Drawings

- 3.1 The successful Bidder, before commencing fabrication, must submit detailed manufacturing drawings, for Fire Chief’s approval, of the apparatus, with the appropriate designation of all component parts and equipment described and shown thereon. These

PART B – GENERAL CONDITIONS AND TENDER SUBMISSION REQUIREMENTS

drawings shall incorporate any changes made at the pre-construction conference. The scale to be the same as the proposal drawings.

- 3.2 The following proposal drawings shall be produced to assure critical tolerance and detail.
- 3.3 The drawings shall be on “D” size paper, 36” x 24” in size, and views must be ½” = 1’-0” scale. This will allow the City the ability to compare drawings of all Manufacturers on an equal basis. The drawings shall be completed only by the Manufacturer, and shall be exactly to the specifications.
- 3.4 Submission of “similar to” blueprints or “statements “referring to later submission of blueprints after award of contract may not be considered.
- 3.5 The drawings shall show the following views:
 - a) Left side view
 - b) Right side view
 - c) Top view (entire unit(s))
 - d) Rear view
 - e) Front of cab view
 - f) Equipment layout for each compartment
- 3.6 For inclusion in the final drawings the shop shall record each detail of construction including:
 - a) Field changes of dimensions and detail
 - b) Changes made by change orders, and/ or the pre-construction conference
 - c) Measured locations of access panels, filter locations, any hidden components.
- 3.7 At the time of delivery, final drawings of the complete apparatus shall be supplied. The drawings shall show the apparatus in its finished state as well as component locations. The drawings shall be laminated.

4.0 Exceptions, Variations or Clarifications

- 4.1 Failure to comply with the specifications may be reasonable cause for the rejection of the Tender submission.
- 4.2 As per **Part A – Section 15**, these specifications reflect the only type of fire apparatus that is acceptable. Therefore, major exceptions to specifications will not be accepted. Minor exceptions may be accepted, at the City’s discretion, if they are equal or superior to that which is specified.
- 4.3 All Bidders shall indicate by an (x) to each and every section of the specifications, in the appropriate area provided, indicating compliance or non-compliance with the specifications.

PART B – GENERAL CONDITIONS AND TENDER SUBMISSION REQUIREMENTS

- 4.4 If non-compliance is indicated, Bidders should identify any variation from that as listed. If further room is needed for variation, please supply additional page(s) referring to the section title and item number.
- 4.5 Any exception shall be clearly defined with details as to the proposed alternative referencing manufacturer and model where appropriate. A general exception cannot be taken for any paragraph. A full word for word written comparison shall be included within the bid for any exception listed. Each exception will be considered by their degree of impact and total effect on their bid. Bidders taking total exception to the request for Tender specifications shall not be considered by the City. The City shall determine which (if any) exceptions are acceptable and this determination shall be final.

5.0 General Construction and Design

- 5.1 The apparatus and all major components shall be manufactured in North America.
- 5.2 The apparatus shall be designed in consideration of movement and operation in a densified urban environment.
- 5.3 All major components of the apparatus shall be designed with a focus on personnel safety, optimal work flow for both fire crews and Emergency Vehicle Technicians, and with due diligence in regards to ergonomic considerations with the intent of creating a workplace environment that improves the functionality of the vehicle while mitigating injury.
- 5.4 All oil, hydraulic, and air tubing lines and electrical wiring shall be located in protective positions properly attached to the frame or body structure and shall have protective loom or grommets at each point where they pass through structural members, except where a through-frame connector is necessary.
- 5.5 Parts and components should be located or positioned for rapid and simple inspection and recognition of excessive wear or potential failure. Whenever functional layout of operating components determines that physical or visual interface between items cannot be avoided, the item predicted to require the most maintenance shall be located for best accessibility.
- 5.6 Cover plates, which must be removed for component adjustment or part removal, should be equipped with quick-disconnect fastenings or hinged panels. All access points shall be labelled, and location identified on the final drawings supplied at time of delivery. No exceptions.
- 5.7 Drains, filler plugs, grease fittings, hydraulic lines, bleeders and check points for all components should be located so that they are readily accessible and do not require special tools for proper servicing. Design practices should minimise the number of tools required for maintenance.
- 5.8 Light heads, ground lights, and any exposed wiring connections shall utilize weather pack or Deutsch plugs, no exceptions.

PART B – GENERAL CONDITIONS AND TENDER SUBMISSION REQUIREMENTS

- 5.9 Push-on fittings will not be accepted anywhere on the apparatus, no exceptions.
- 5.10 Exceptions will not be accepted or permitted since all raw materials of specified type are available to all manufacturers. Since all fire manufacturers have the ability to shear, break and weld, as these specifications require, all basic design requirements shall be complied with.
- 5.11 Materials shall conform to the specifications listed herein. When not specifically listed, materials shall be of the best quality for purpose of commercial practice. Materials shall be free of all defects and imperfections that might affect the serviceability of finished product.
- 5.12 All nameplates and instruction plates shall be metal with the information engraved, stamped, or etched thereon, as required by NFPA #1901 (current edition).
- 5.13 Name plates shall show make, model, serial numbers, other such data necessary to positively identify the item and all fluid types and levels for vehicle. All plates shall be mounted in a conspicuous place with stainless steel screws and bolts, as required by NFPA #1901 (current edition).
- 5.14 The manufacturing process, including quality control, shall be consistent with present industry standards. All equipment, material, and articles required under these specifications are to be new or fabricated from new materials produced from recovered materials. The term "Heavy Duty", as used to describe an item, shall mean in excess of the standard, quantity, quality, or capacity and represents the best, most durable, strongest, etc., part, component, system, etc., that is available. The City or their designate shall be the sole judge of quality, construction and stability of the apparatus and equipment being offered.
- 5.15 Defective components shall not be furnished. Parts, equipment, and assemblies, which have been repaired or modified to overcome deficiencies, shall not be furnished without the approval of the City. Welded, bolted, and riveted construction utilised shall be in accordance with the highest standards of the industry. All welding shall be performed by certified welders. Component parts and units shall be manufactured to definite standard dimensions with proper fits, clearances, and uniformity. General appearance of the vehicle shall not show any evidence of poor quality of work.

6.0 Construction Period

- 6.1 Total delivery period not to exceed a maximum of the date stated in the Part C – Tender Form – Delivery.

7.0 Administration and Client Consultation

- 7.1 Upon award of a contract, the Contractor will liaise with the Fire Chief on all project related matters.
- 7.2 In addition, the Contractor will appoint a counterpart Project Manager who shall have authority to act on behalf of the Bidder on all project related matters.

PART B – GENERAL CONDITIONS AND TENDER SUBMISSION REQUIREMENTS

8.0 Pre-Construction Conference

- 8.1 After award, a qualified engineer of the body manufacturer, as well as a representative from the chassis manufacturer (if not the same manufacturer) shall meet with the City to discuss all facets of these specifications to insure that a complete and satisfactory understanding of the City's specifications and Contractor's Tender. The pre-construction conference shall be conducted at the manufacturer's manufacturing facility. The cost of the pre-construction conference, including transportation, meals, and hotel costs, if required, shall be borne by the vendor. Four (4) Richmond Fire-Rescue members will attend this conference. Any change orders that come from this meeting, or subsequent changes, shall be listed in the same order as the Tender.
- 8.2 Before construction begins, a finalized version of the specifications, c/w changes from the pre-construction shall be presented for the City's approval.
- 8.3 For scheduling purposes, notification of the pre-construction conference shall be a minimum of fourteen (14) working days before the date. Four (4) days to be allocated to this pre-construction conference

9.0 Inspections

- 9.1 In addition to the pre-construction conference there will be four (4) inspections (at the vendors cost) as follows:
- a) Chassis Inspection - at the chassis manufacturer's facility, for two (2) Richmond Fire-Rescue members. Any deficiencies found during this inspection shall be corrected before the chassis is delivered to the bidder's facility, no exceptions. Two (2) days to be allocated for the chassis inspection.
 - b) Pre-paint inspection- to take place when body is complete and ready for paint. Two (2) members will attend this inspection. Two days (2) allocated to this pre-paint inspection.
 - c) Mounting inspection- to take place shortly before the final when equipment is starting to be mounted on the apparatus. Two (2) days Richmond fire members will attend this inspection. Four (2) days to be allocated to the mounting inspection.
 - d) Final Inspection – to take place when unit is 100% complete, and has been cleaned, tested, as well as, detailed. Any major deficiencies will require a re-inspection, at the bidders cost, before acceptance. The final inspection will consist of four (4) members, and, if a subsequent re-inspection is required, two (2) Richmond Fire-Rescue members will attend. Should a re-inspection be required, any costs incurred will be the vendors responsibility. All equipment will be demonstrated to operate correctly at the final inspection. Four (4) days to be allocated to this final inspection.
- 9.2 A representative of the vendor shall accompany each inspection team, a meeting room shall be provided for the inspection team to caucus in private.

Invitation for Tender No. T.4747 - ONE (1) FIRE PUMP APPARATUS AND ONE (1) LADDER APPARATUS

PART B – GENERAL CONDITIONS AND TENDER SUBMISSION REQUIREMENTS

- 9.3 A re-inspection will take place at the No. 1 Fire Hall upon delivery. Any deficiencies found will be corrected before acceptance of the apparatus. This includes, but not limited to, any required drawings, required manuals, and any copies of tests as required by Richmond Fire-Rescue.
- 9.4 The apparatus's are subject to inspection and in case any of the goods are 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.
- 9.5 All or any part of the work and all workshops or other places where material for the works is being prepared or stored, may be inspected by the Fire Chief, when the Fire Chief shall deem it expedient, consistent with the terms of inspection of the specifications. The Contractor shall afford the Fire Chief every facility and access requested by them and shall give them any and all information requested by them in connection therewith. No payment will be made for the cost to the Contractor of any work delay occasioned by such inspection and no extension of time will be allowed for any delay occasioned thereby.
- 9.6 The Fire Chief shall be the final judge of the apparatus's in respect of both quality and quantity and its decisions of all questions in dispute with regard thereto will be final.
- 9.7 The City will not be deemed to have accepted or own the apparatus's by virtue of a partial payment for it.

10.0 Acceptance of the Vehicle

- 10.1 Before acceptance of the equipment to be furnished under this Tender, the City shall have the right to inspect and test the equipment to ascertain that all requirements of these specifications and the notice have been fully complied with and that the equipment is proper and complete in every respect and in perfect working order. It is understood and agreed that the City shall have the right to make such tests of the equipment. The City reserves the right to further inspections during the construction period, at the City's expense. The City shall give the Contractor a minimum of one (1) weeks' notice, and the Contractor shall allow the City full access to the site and construction facilities. This access will be allowed at no additional cost to the City.
- 10.2 In the event of disapproval or rejection by the City of any of the equipment or accessories furnished under this contract, the Contractor shall, at its own expense, make such repairs or replacements the City considers necessary to conform to these specifications within thirty (30) days after notice is given to the Contractor. Permission to keep or store the equipment in any building owned by the City during the above specified time shall not constitute acceptance of the Unit.
- 10.3 The City shall notify the Contractor in writing within **seven (7)** days after delivery of the unit(s), whether the unit(s) are not acceptable. Such notification will clearly itemise specific contract deviations in the event of non-acceptance. Non-compliance with the terms and specifications of the contract will be the only basis for non-acceptance. The vehicle shall be deemed to have been accepted once the City has put the vehicle into

PART B – GENERAL CONDITIONS AND TENDER SUBMISSION REQUIREMENTS

service. After acceptance, the City remedy or recourse against the Manufacturer shall be under the warranty.

- 10.4 Upon acceptance of the apparatus, Richmond Fire-Rescue will perform a full service on the apparatus before placing the unit in service. Richmond Fire-Rescue will invoice the vendor for the costs of this service.
- 10.5 Before placing the apparatus in service a six (6) or four (4) wheel alignment of the fully loaded apparatus shall take place, costs for this will be invoiced to the vendor.

11.0 Road and Tests

- 11.1 The cost of these tests shall be borne by the Contractor and shall be included in all Bidder's tendered price.
- 11.2 The vehicle shall be road tested with quality control check-off sheets submitted with delivery papers.

12.0 Vehicle Performance

- 12.1 The apparatus shall have a full testing period at the factory, meeting all criteria detailed in the NFPA #1901 (current edition at time of construction) that are applicable to this vehicle. Results of these tests shall be recorded and signed test results provided to the City upon delivery.
- 12.2 The apparatus, when fully equipped and loaded shall be capable of the following performance on dry, level paved roads in good condition:
- a) From a standing start, the vehicle shall accelerate to a true speed of 56 kph within 25 seconds.
 - b) The vehicle shall attain a minimum top speed of 80 kph, and a maximum top speed of 105 kph.
 - c) The service brakes shall be capable of stopping the fully loaded vehicle in 10.7 meters at 32 kph on level highway.
- 12.3 If the apparatus fails to meet the requirements of these tests and specifications on first trials, second trials may be performed at option of the Contractor within thirty (30) days of the date of first trials. Such trials are to be witnessed by the City and completed at the expense of the Contractor. Such trials shall be final and conclusive and failure to comply with changes as the City may consider necessary and to conform to any clause of these specifications within thirty (30) days after written notice of such changes is given to Contractor shall be cause for rejection of vehicle.

13.0 Delivery Engineer

- 13.1 The completed apparatus shall be delivered to the City with full instructions provided to City personnel on operation, care, and maintenance of apparatus at the City's fire station. The Vendor is to indicate if any DVD's are included. The DVD should contain info on:

PART B – GENERAL CONDITIONS AND TENDER SUBMISSION REQUIREMENTS

operating the apparatus, aerial operation, and any other pertinent information that would be of use to Richmond Fire-Rescue staff.

- 13.2 Delivery shall be performed by a factory trained Contractor's Representative. Delivery by drive-away shall not be acceptable. The Contractor's Representative engineer shall remain on-site for a minimum of three (3) days after receipt of goods, for training of City personnel and the making of normal adjustments.
- 13.3 Delivery shall be considered to include, but not be limited to: transportation of the Fire Apparatus, conducting day and/or evening classes for instruction of City personnel on operations and for maintenance and repair.
- 13.4 The delivery engineer shall set delivery and instruction schedule with the Chief of the Department, or person appointed by City. Advance notice of at least seven (7) days advising approximately when the new apparatus will arrive. Time en route to the City's Facilities shall not be considered as any part of the training period.
- 13.5 The apparatus shall be cleaned and detailed prior to delivery. All associated costs to be borne by the Contractor. There shall be no smoking in the apparatus prior to delivery.

14.0 Warranty

- 14.1 The minimum warranties that Richmond Fire-Rescue will accept are indicated below and in **Part C – Tender Form – Warranty** and commencing upon the placing of the unit in service by the City notice of which shall be supplied in writing.
- 14.2 The manufacturer shall warrant the new motorised emergency apparatus manufactured by it against defects in material and workmanship provided the apparatus is used in a normal and reasonable manner.
- 14.3 The Bidder shall indicate any warranties that exceed the lengths given. The manufacturer shall provide a full statement of the warranty provided for the vehicles. This warranty should clearly describe the terms under which the vehicle's manufacturer or sub-contractors of the manufacturer accept responsibility for the cost to repair defects caused by faulty design, quality of work or material and for the applicable period of time after delivery. This includes any components, and equipment supplied by the vendor on the completed apparatus.
- 14.4 Cost means all costs related thereto including, but not limited to, cost of labour, material, any and all costs involved with transportation of apparatus to the vendors service facility.
- 14.5 The Bidder shall state the contact name in the Tender reply for any warranty issues.
- 14.6 The manufacturer shall warrant all material and accessories used in the vehicles, whether made by the contractor or purchased from an outside source and will deal directly with the City on all warranty work.
- 14.7 Unless otherwise noted, the entire vehicle, apparatus and equipment shall be warranted, including parts and labour for a period of at least one (1) year, commencing upon the

Invitation for Tender No. T.4747 - ONE (1) FIRE PUMP APPARATUS AND ONE (1) LADDER APPARATUS

PART B – GENERAL CONDITIONS AND TENDER SUBMISSION REQUIREMENTS

placing of the unit in-service by the City, notice of which shall be supplied in writing (except that warranty on the tires and tubes, batteries, electrical lamps, and other devices subject to deterioration is limited to the warranty of the manufacturer thereof and adjustments for same are to be made directly with the manufacturer).

- 14.8 Extended warranties on the engine, transmission, or other major components shall be detailed by the bidder in their proposal. Also include any additional available extended warranties that will start after the initial warranty period.
- 14.9 This warranty shall not apply to those items which are usually considered normal maintenance and repair; including but not limited to normal lubrication or proper adjustment of main functional operating components.
- 14.10 All manufacturers' warranties (labour, apparatus, equipment, and materials) shall be furnished and indicated in the Bidder's tender. Any standard warranties, including, but not limited to engine, transmission, tires and axles furnished by the original equipment manufacturer (OEM) or the prime contractor will be passed on to the City. Goods or property shall be as represented by these specifications as well as additional agreements as a result of discussions regarding these specifications and shall be as promised with implied liability on the manufacturer.
- 14.11 The body manufacturer shall be the "single source" co-ordinator of all warranties on the vehicle.
- 14.12 The Bidder shall submit their own printed manufacturer warranty forms in exact compliance to the minimum standards stated herein, without exceptions. Failure to comply with warranty specifications may result in immediate rejection of bid.
- 14.13 All warranties shall be submitted and certified by various manufacturers, (warranties by sales representatives, manufacturer's representatives or other agencies shall not be acceptable).
- 14.14 The manufacturer shall make no representation that the apparatus has the capacity to perform any functions other than as contained in the Company's written literature, catalogues or specifications accompanying delivery of the apparatus. No person or affiliated company representative is authorised to give any other warranties or to assume any other liability on behalf of manufacturer in connection with the sale, servicing or repair of any apparatus manufactured by the Company.
- 14.15 The manufacturer shall have the right to make design changes or improvements in its product in the future, without imposing any obligation upon itself to change or improve the unit covered under these specifications.
- 14.16 The manufacturer shall warrant that the apparatus body (exclusive of paint, finish, hardware, mouldings, windows, and other accoutrements and accessories) is structurally sound and free of all structural defects of both material and workmanship and further warrant that it will maintain such structural integrity for a period of ten (10) years from date of manufacture, as designated on the manufacturer's certification plate attached thereto. This warranty terminates upon transfer of possession or Cityship by original City.

Invitation for Tender No. T.4747 - ONE (1) FIRE PUMP APPARATUS AND ONE (1) LADDER APPARATUS

PART B – GENERAL CONDITIONS AND TENDER SUBMISSION REQUIREMENTS

- 14.17 Unless otherwise specified, the Bidder warrants that in the manufacture of the supplies, equipment and parts only the best workmanship and materials have been employed and will offer a one (1) year warranty from the date of acceptance shall be provided on all goods, materials, equipment and/or services provided under the Contract.
- 14.18 If, within a period of one (1) year from the date of acceptance of the supplies by the City, such supplies or any portion thereof are found by the City to be defective or faulty due to imperfect or bad workmanship or material, the contractor agrees, to replace such defective supplies forthwith without expense to the City.
- 14.19 The Bidder 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).
- 14.20 The Bidder 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 ITT.
- 14.21 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.

15.0 Required Engine, Weight, and Electrical Data

- 15.1 The following information shall be submitted with the Tender:
- a) Engine performance computer scans.
 - b) GVWR front, rear, and total weight computer analysis, with proposed fire department equipment mounted in noted locations, including personnel.
 - c) Computer electrical analysis of "response" and stationary "on scene" modes of electrical operations and equipment.
 - d) A copy of the Allison I-scan.
 - e) Provide a copy of the foam pump serial number as well as the type and amount of oil.
 - f) Provide a copy of the part numbers for the wheel seals and wheel bearings, the OEM part numbers are to be provided.

16.0 Required Manuals, Software and Equipment

- 16.1 Manuals at Delivery:

- 16.1.1. The body Manufacturer shall provide with the vehicle the following two (2) complete delivery manuals.

Invitation for Tender No. T.4747 - ONE (1) FIRE PUMP APPARATUS AND ONE (1) LADDER APPARATUS

PART B – GENERAL CONDITIONS AND TENDER SUBMISSION REQUIREMENTS

- a) Electrical wiring diagrams of each body and chassis circuit. These drawings must be “as-built”, generic or similar-to drawings will not be accepted. All fuse, component, relay locations, and circuit locations shall be identified on the drawings. The chassis diagrams shall be available at the chassis inspection, and the body diagrams at the final inspection, no exceptions.
- b) Line Voltage manuals and schematics containing the following: complete parts list, required maintenance, wiring schematics, hydraulic schematics, circuit boards, voltage regulator board, troubleshooting guide. All diagrams shall be “as-built”, generic and/or similar to diagrams shall not be accepted. The wiring and hydraulic schematics, as well as the troubleshooting manual shall be laminated.
- c) Chassis service manual and illustrated parts manual with wiring and air plumbing diagrams. The wiring and plumbing diagrams shall be as built,
- d) Engine and Transmission Service Manual One (1) engine operation and maintenance manual and one (1) transmission service manual shall be provided. Also, see Part B – Section 16 for exact manuals and disc’s required.
- e) Two (2), laminated “As Built” air brake diagrams. To be available at time of chassis inspection, no exceptions.
- f) A chassis service manual and illustrated part manual with wiring and air plumbing diagrams shall be provided.
- g) The wiring and plumbing diagrams shall be as built

16.1.2. These manuals shall be in three-ring notebook type binders, with reference tabs for each section of the vehicle. Within each manual or section shall be:

- a) Individual component manufacturer instruction and parts manuals.
- b) Warranty forms for body.
- c) Warranty forms for all major components.
- d) Warranty instructions and format to be used in compliance to warranty obligations.
- e) Necessary normal routine service forms, publications, component of body portion of apparatus.
- f) Technical publications on training and instructions for major body components.
- g) Warning notices and safety related section for personnel protection.
- h) Chassis parts, service and maintenance manuals shall be provided.
- i) Supply a recommended spare parts list.

16.1.3. Maintenance manuals and supplements shall include:

PART B – GENERAL CONDITIONS AND TENDER SUBMISSION REQUIREMENTS

- a) Complete recommended maintenance procedures for all components and equipment supplied by the manufacturer to meet the requirements of this specification.
- b) Specification and a list of approved North American manufactured products for fuel, coolant, and all lubricant requirements. A label with all lubricant types and fluid amounts shall be installed on vehicle driver's door, per NFPA #1901 (current edition).

16.1.4. Illustrated Aerial Operation/Maintenance Manuals shall include:

- a) A CD ROM and/ or a printed material containing operation and maintenance manuals shall be provided at the time of delivery.
- b) These manuals shall be written in a "step by step" format for ease of reference.
- c) Information included in the manuals shall include, but no be limited to the following:
 - 1. Manufacturer Defined Terminology; (to help impart full understanding of terminology used in the manuals)
 - 2. Safety Information & Warnings; (to warn of dangerous conditions/personnel injury/equipment damage)
 - 3. Complete Rated Capacities Information; (allowable loads & GPM flows)
 - 4. Complete & Detailed Operating Systems Descriptions; (to impart understanding of operation /capabilities / working principles)
 - 5. Instruction For Manufacturer Recommended Deployment & Operation Of All systems During All Specific Conditions; (to ensure safer- more efficient operation of the aerial device)
 - 6. Current, Actual Illustrations Of Aerial Components Throughout The Manual; (to aid in location of specific components, being addressed in the manual)
 - 7. Complete Maintenance Instructions / Methods / Materials / Intervals / And Inspections.

16.2 Required Software:

- a) Meritor- Wabco Toolbox diagnostic software, only if there is a newer version than V. 7.0, engine troubleshooting software for the proposed engine supplied with the unit. A list shall be supplied of the diagnostic equipment the vendor intends to supply for the City's perusal at the pre construction conference, no exceptions.

16.3 Manuals Required at Inspection:

- a) Two (2), laminated, "as built", body wiring diagrams, shall be available at the time of final inspection containing the following: complete parts list, required maintenance, wiring schematics, hydraulic schematics, circuit boards, voltage regulator board, troubleshooting guide, shall be

PART B – GENERAL CONDITIONS AND TENDER SUBMISSION REQUIREMENTS

provided on delivery. All diagrams shall be “as-built”, generic and/or similar to diagrams shall not be accepted. The wiring and hydraulic schematics, as well as the troubleshooting manual shall be laminated.

- b) Chassis “as built” air and electric diagrams shall be available at time of chassis inspection for City perusal.

16.4 Additional Requirements:

- a) A 4-1 multiplier shall be supplied with the completed apparatus. Contractor to indicate if any other maintenance tools will be supplied with the completed apparatus.
- b) Provide a weight slip from a Government of BC weight station. All vendor and City supplied equipment must be mounted on the apparatus. The water tank is to be full. City supplied foam shall be in the foam tank.
- c) Supply (1) one spare windshield on delivery of completed apparatus.

16.5 To insure the City a source of service and parts over the anticipated life of the apparatus, the Bidder shall have established their permanency in the industry and include in the Tender a description of their full time local service centre abilities and facilities.

16.6 The local service centre, the body and chassis manufacturer must stock a complete line of all firefighting equipment and parts inventories for this apparatus. Location of manufacturing plant and nearest service facility shall be included in the tender.

17.0 Manufacturing Standards and Certifications

17.1 The apparatus’s shall adhere to the following standards and certifications:

- a) National Fire Protection Association #1901, (latest edition)
- b) ULC S515–M88 (latest edition) A copy of the test by the ULC rep shall be included with the apparatus at time of delivery, no exceptions.
- c) Canadian Motor Vehicle Safety Standards
- d) Province of British Columbia Motor Vehicle Act
- e) Province of British Columbia Workers’ Compensation Board
- f) The Bidder shall provide a copy of the ISO9001 compliance certificate.

18.0 Safety

18.1 The following safety equipment shall be included:

- a) Air bags/ curtains front and rear;
- b) Steering column air bag;
- c) Officer’s knee bolsters;
- d) Seat lock down;

PART B – GENERAL CONDITIONS AND TENDER SUBMISSION REQUIREMENTS

- e) Seat belt pre-tensioners;
- f) Seat belt warning system;
- g) Roll stability control;
- h) Right side, rear camera vision system (mandatory);
- i) Front tire blowout band protection, and;
- j) Hands free walk away SCBA holders.

18.2 The Bidder shall supply a complete list of safety equipment the proposed apparatus is to be equipped with.

19.0 Customer Service

19.1 The Bidder to state what types of customer service is available to Richmond Fire-Rescue. Including and not limited to the ability of the Bidder to:

- a) Provide online lookup of parts specific to the City's apparatus;
- b) Provide direct ordering and delivery of parts to the Richmond Fire-Rescue maintenance facility;
- c) Provide technical service available via phone, fax, or online.

19.2 The Bidder shall clearly state the service parts availability and/or delivery policy and clearly explain how service and parts can be accessed by the City. The bidder will indicate if parts can be shipped directly to the City.

20.0 Maintenance Training

20.1 There shall be training provided for two (2) RICHMOND FIRE-RESCUE EVT members in the care, and maintenance of the apparatus. Bidders are to include the proposed curriculum, and the duration of the proposed training with the bid.

20.2 The training shall occur at the end of the final inspection.

21.0 Construction Schedule

21.1 The Bidder shall attach and submit a planned work schedule in a Bar Chart/Gant format in weeks of construction activity. A detailed Schedule of Activities will be required of the successful Bidder within Thirty (30) days of contract award and be in accordance with the delivery time-frame after award of Contract as stated in the **Part C – Tender Form – Delivery**.

22.0 Cost Exceptions

22.1 Tendered prices are to include all taxes and charges except H.S.T. and the City's vehicle License, Insurance and Registration Fees.

23.0 Information to be Furnished with the Tender

- 23.1 Tender submissions shall be in the same index sequence as the specifications, complete with Section/ID numbers, for ease of comparison and evaluation. Bidder's shop response, as well as, pre-construction response shall be in the exact same index sequence as this Tender.

24.0 Specifications

- 24.1 Bidders shall submit with Tender their own detailed manufacturer's specifications, circulars, and all necessary data on equipment proposed, including horse power and torque curves of the engine.
- 24.2 Specification data shall be supplied, indexed and corresponding to the Specification Section/ID Number as listed in the Tender document. Photostat copies of computer scanned copies of City specifications are not acceptable as detailed manufacturer's specifications. If the equipment offered differs from the provisions contained in the specifications, such differences shall be explained in detail why the proposed equipment will meet this specification and not be considered an exception thereto.

25.0 Experience of Bidders

- 25.1 Bidders are required to meet the following conditions:
- a) Bidders shall furnish satisfactory evidence of their ability to construct the apparatus specified.
 - b) A model of equipment which meets the requirements of the specifications without material changes or modifications. The proposed apparatus is to have been in post certification production for at least one year.
 - c) That they have been engaged in the manufacture of new fire apparatus under its own brand name, and shall be of this exact type bid upon for at least one hundred and twenty (120) months.
 - d) The Bidder's must provide certification that they are members in good standing of the national fire protection association (NFPA), and the fire apparatus manufacturer's association (FAMA)
 - e) That it has in operation, and has factory service facilities which have repair parts inventory and a trained factory service organisation for making complete repairs and overhaul of its make of equipment.
 - f) Each Bidder shall state, on the lists provided therefore in the **Part C – Tender Form - List of Sub-contractors** to be submitted as part of the Tender, information regarding subcontractors that they proposes to use to carry out this contract to completion.
 - g) The Bidder shall indicate how much of the apparatus proposed is built entirely in house.

PART B – GENERAL CONDITIONS AND TENDER SUBMISSION REQUIREMENTS

26.0 Sub-contractors

- 26.1 The Contractor will perform the Work using its own personnel and those subcontractors as may be listed in **Part C – Tender Form - List of Sub-contractors** and approved by the City, and will bind all approved subcontractors to the terms of the Contract Documents, as applicable to the subcontractors work. The Contractor will be as fully responsible to the City for acts and omissions of subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.
- 26.2 No sub-contractors will be permitted except those expressly named by the Contractor in **Part C – Tender Form – List of Sub-contractors** or subsequently permitted in writing by the City pursuant to Section 26.1 of these General Conditions.
- 26.3 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”).
- 26.4 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.
- 26.5 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.

27.0 Independent Contractor

- 27.1 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.

28.0 Assignment

- 28.1 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.
- 28.2 Despite Section 28.1, the Contractor may utilize those sub-contractors expressly named in **Part C– Tender Form - List of Subcontractors** 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 28.1 above.
- 28.3 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.

PART B – GENERAL CONDITIONS AND TENDER SUBMISSION REQUIREMENTS

29.0 Delivery

- 29.1 Deliveries shall be made FOB to the No. 1 Fire Hall, 6960 Gilbert Road, Richmond, BC. It is the Contractor's responsibility to ensure that all deliveries made to the City occur within the operating hours of the site(s) specified by the City.

30.0 Time of the Essence

- 30.1 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.

31.0 Laws, Permits and Regulations

- 31.1 The laws of British Columbia shall govern all Contracts formed between the City and all parties as a result of this ITT.
- 31.2 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.

32.0 Quality of Workmanship and Materials

- 32.1 The Contractor shall perform the work 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 ITT.
- 32.2 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.
- 32.3 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.
- 32.4 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.
- 32.5 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.

PART B – GENERAL CONDITIONS AND TENDER SUBMISSION REQUIREMENTS

- 32.6 The Contractor will provide only professional personnel who have the qualifications, experience and capabilities to perform the Work.
- 32.7 If the City reasonably objects to the performance, experience, qualifications or suitability of any of the Contractor's personnel or subcontractors then the Contractor will, on written request from the City, replace such personnel or sub-contractors.
- 32.8 The City may have its own work forces and other contractors on the site while the Work is under way. The City will coordinate the work of all contractors on the site and require their coordination with each other. The Contractor will report to the City and apparent deficiencies in other contractors' work which would affect the Work, immediately after the deficiencies come to the Contractor's attention.

33.0 Indemnification and Insurance

- 33.1 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.
- 33.2 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.
- 33.3 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.
- 33.4 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
- 33.5 The Contractor shall, at its own expense, through the terms of the contract secure, maintain, and pay for the following coverages:
- 33.6 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:

- a) Contractual liability assumed under this agreement.
- b) Contingent employer's liability with respect to operations of sub-contractors.
- c) City's protective liability.
- d) Cross liability.
- e) Automobile liability (non-owned, hired).
- f) Completed operations liability 24 months after completed operations.
- g) Voluntary medical payments.

16.1.2. "Course of Construction" Property Damage Insurance covering all risks of physical loss or damage on an occurrence basis, including loss of use of property, and including losses or damage from flood or earthquake. The coverage provided shall amount to no less than eighty (80%) percent of the total value of the work done and material delivered to the site, or under the control of the Contractor, payable to the City and Contractor as their interests may appear, and protecting each in such terms as will preclude subrogation claims by the insurer against anyone insured there-under.

- 33.7 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.
- 33.8 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.
- 33.9 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
- 33.10 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.
- 33.11 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

PART B – GENERAL CONDITIONS AND TENDER SUBMISSION REQUIREMENTS

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.

34.0 Workers' Compensation Board Coverage/Prime Contractor

- 34.1 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 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.
- 34.2 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.
- 34.3 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.
- 34.4 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.

35.0 Termination

- 35.1 The City may 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:

PART B – GENERAL CONDITIONS AND TENDER SUBMISSION REQUIREMENTS

- 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;
 - 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.
- 35.2 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).
- 35.3 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.
- 35.4 Invoices shall show the appropriate amounts for H.S.T.

36.0 Patent Fees

- 36.1 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.

37.0 Protection of Person and Property – Intentionally Omitted

38.0 Clean Up – Intentionally Omitted

39.0 Character of Workers

- 39.1 On the written request of the City, the Contractor will remove any employee, Sub-Contractor or agent for any reason including but not limited to the following:
- a) Lack of or failure to obtain any required Security Clearance;
 - b) Intoxication;
 - c) Use of foul, profane, vulgar or obscene language or gestures;

PART B – GENERAL CONDITIONS AND TENDER SUBMISSION REQUIREMENTS

- d) Solicitation of gratuities or tips from any person for services performed under this Agreement;
- e) Wilful, negligent or reckless action in disregard of safety or sanitary requirements or regulations; or
- f) Any action which may constitute a public nuisance or disorderly conduct.

39.2 The Contractor will immediately comply with each such request and will then provide the City with all requested documentation verifying that the employee, Sub-Contractor or agent has been removed from further involvement with this Agreement.

40.0 Conduct of the Contract

40.1 The City of Richmond's Manager, Purchasing shall have the conduct of the ITT and the Contract.

41.0 Rectification of Damage and Defects

41.1 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.

42.0 Failure to Perform

42.1 If, in the opinion of the Manager Purchasing and the Fire Chief, 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 of Richmond, 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 of Richmond may retain and deduct such costs, damages, and expenses from any amount then or thereafter payable to the Contractor under this Contract.

42.2 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.

42.3 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.

PART B – GENERAL CONDITIONS AND TENDER SUBMISSION REQUIREMENTS

43.0 Dispute Resolution

- 43.1 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.
- 43.2 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.
- 43.3 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.
- 43.4 The procedure set out in this section is not meant to preclude or discourage informal resolution of disagreements between the City and the Contractor.

44.0 Changes in Requirements

- 44.1 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.
- 44.2 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.

45.0 Notices

- 45.1 Any notice required to be given in this Contract shall be deemed to be duly given to the City if sent by registered mail addressed to the City's Purchasing Manager at Richmond "City Hall, 6911 No. 3 Road, Richmond, BC, V6Y 2C1" and to the Contractor if sent by registered mail addressed to the Contractor at the address set forth in the Quotation.

46.0 Performance and Labour and Material Bonds

- 46.1 As per **Part A – Section 16**, the Contractor shall furnish, within fourteen (14) days after the date of mailing of the notification of the acceptance of their Tender, and prior to the commencement of the work or supply of materials a Performance Bond.
- 46.2 The the amount of 50% of the Total Tendered Amount as shown on the Tender form, and drawn up in accordance with the requirements specified in the Contract Documents.
- 46.3 The Contractor shall also furnish a Labour and Materials Payment Bond in the amount of 50% of the Total Tendered Amount as shown on the Tender Form and drawn up in accordance with the requirements as indicated in 51.1.

PART B – GENERAL CONDITIONS AND TENDER SUBMISSION REQUIREMENTS

47.0 Work to the Satisfaction of the City

- 47.1 The whole of the works 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.

48.0 Date of Completion

- 48.1 The Contractor shall execute or deliver the work complete in every particular to The City on or before the times and dates specified in the Tender Form, unless otherwise agreed to in writing by the Fire Chief.

49.0 Payments

- 49.1 Payment for the works carried out under this Contract shall be in accordance with the costs indicated on the Tender Form and Prices provided by the successful Bidder, subject to the following provisions:

49.1.1 Option A – Payment upon Delivery

- a) The payment for the unit with no advance payment will be within (thirty) 30 days after receipt of the invoice, and based upon the unit(s) being received in a condition satisfactory to the Fire Chief at the No. 1 Fire Hall, 6960 Gilbert Road, Richmond, BC. The City shall pay 90% of the total tendered amount of the unit less the Performance Holdback with the balance of the amounts owing held for a period of fifty-five (55) days. This period shall be known as the Period of Holdbacks.

49.1.2 Option B – 10% after Receipt of Purchase Order, Payment of Chassis, Payment for Body Construction, Balance upon Completion. The payment for the unit(s), following receipt of Purchase Order will be:

- a) 10% payment after Receipt of Purchase Order and subsequent issued invoice.
- b) Payment in the amount equal to the value of the chassis unit or units, subject to the Contractor providing the City with satisfactory proof of receipt and payment of the chassis and the registering of the chassis in the name of the City in a form acceptable to the City.
- c) Payment for Body Construction on the unit subject to the Contractor providing the City with satisfactory proof as to the costs associated with the body construction which total amounts having been paid, or to be paid, do not exceed 70% of the unit total value.
- d) Final payment will be upon satisfactory receipt of the unit, less the amounts held as deficiency holdback, and 10% of the full contract value held to comply with the Province of British Columbia's Lien Legislation, which is held for a period of fifty-five (55) days.

PART B – GENERAL CONDITIONS AND TENDER SUBMISSION REQUIREMENTS

- e) Ownership to be transferred upon satisfactory acceptance of the unit. Contractor to insure Unit/s against damages and liabilities until ownership is transferred to the City.

49.1.3 Option C – Chassis only, Balance upon Completion. The payment for the unit with advance payments for the cost of the chassis and received and paid for by the Contractor will be:

- a) Payment for the chassis will be subject to the Contractor providing the City with satisfactory proof of receipt of payment for the chassis and the registering of the chassis in the name of the City in a form acceptable to the City.
- b) Final payment will be upon satisfactory receipt of the unit, less the amounts held as deficiency holdback, and 10% of the full contract value held to comply with the Province of British Columbia's Lien Legislation, which is held for a period of fifty-five (55) days.
- c) Ownership to be transferred upon satisfactory acceptance of the unit. Contractor to insure Unit/s against damages and liabilities until ownership is transferred to the City.

50.0 Force Majeure

50.1 If the Manufacturer is delayed in completion of the work by labour disputes, strikes, lock-outs, fire, or by any cause of any kind whatsoever beyond the manufacturer's control, then the time of delivery shall be extended for a period of time equal to the time lost due to such delays, at no cost penalty to the City.

50.2 No such delivery time extension shall be made for delays unless written notice of same is given to the purchaser within seven (7) days of its commencement, other than in the case of a continuing cause of delay only one claim shall be necessary.

51.0 Holdback

51.1 The City will holdback 10% of the contract price of the unit for a period of fifty-five (55) days to meet the requirements of the British Columbia Builders Lien Act.

51.2 The City may holdback an amount equal to two (2) times the value of goods or services not provided by the Contractor, as a Performance Holdback, in order to ensure that the equipment supplied meets the standards as specified in the Tender Documents.

52.0 Patent Indemnification

52.1 The Manufacturer shall fully indemnify the City against all actions, claims, demands, costs, charges and expenses arising from or incurred by reason of any infringement of letters patent or copyright protected in the US in which the work is to be carried out by the use of any articles, equipment or material supplied by the Manufacturer. The foregoing indemnity shall not apply where such claim or action is based upon equipment, which was specified by the City.

PART B – GENERAL CONDITIONS AND TENDER SUBMISSION REQUIREMENTS

53.0 No Deviation from the Work

- 53.1 The Contractor shall not make any alterations or variations in or deviation or omission from the terms of this Contract without the expressed written consent of the Fire Chief.

54.0 Materials and Work

- 54.1 The description of the work and materials shall be taken to include all work and materials necessary for the full execution, completion and delivery of such work, in accordance with the terms of any Contract. The price, or prices, as a whole, fixed for the said work shall cover all work and materials necessary for the full execution and completion of the work in accordance with the terms of this Contract, unless the contrary be specifically stated herein.

55.0 Waiver

- 55.1 No action nor want of action on the part of the City at any time to exercise any rights or remedies conferred upon it under this Contract shall be deemed to be a waiver on the part of the City or any of its said rights or remedies.

56.0 Expense or Cost Charged to the Contractor

- 56.1 Any or all expense or cost incurred by the City hereunder and to be charged to the Contractor under the terms of this Contract shall be paid by the Contractor to the City on demand and may be deducted by the City from any money due or to become due to the Contractor under this Contract, and may be recovered by the City from the Contractor or their sureties.

57.0 Liens

- 57.1 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 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.

58.0 Default

- 58.1 The City may, by notice of default to the contractor, terminate the whole or any part of this contract if the contractor fails to make delivery of the Fire Apparatus within the time specified, or to perform any other provisions of this contract.
- 58.2 In the event the City terminates this contract in whole or in part as provided in clause (a) the City may procure supplies or services similar to those so terminated, and the contractor shall be liable to the City for any excess costs for such similar supplies or services.
- 58.3 The contractor shall not be liable for any excess costs under clause (b) if failure to perform the contract arises by reason of strikes, lockouts, acts of God or acts of the City.

PART B – GENERAL CONDITIONS AND TENDER SUBMISSION REQUIREMENTS

59.0 Taxes

- 59.1 Unless otherwise provided herein, the Contractor shall pay all government sales or excise taxes in force at the date of the Agreement, provided that any increase or decrease in such taxes shall increase or decrease the amount due under the Contract accordingly. Invoices shall show the appropriate amounts for Goods and Services Taxes and Provincial Sales Taxes separately.

60.0 Permits

- 60.1 The Contractor shall comply with all provincial and municipal codes, laws, regulations, and ordinances which concern the work, and shall obtain and pay for all applicable permits, licenses, and certificates.

PART C – TENDER FORM

PART C – TENDER FORM

Tender Submission Summary Sheet

The Bidder is to provide Name, Address, Postal Code and Telephone No. below in clear typewritten form:

Name of Bidder: _____

Address: _____

Telephone No: _____

SUBMISSION DOCUMENTS:

The TENDER submission will be checked by representatives of the TENDER Opening Committee to ensure the following security and insurance documents accompany the TENDER:

	Required	Received
Bid Bond or Certified Cheque	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Undertaking of Liability Insurance	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Undertaking of Surety	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

If the above TENDER security requirements do not accompany the TENDER, it may be put aside and not considered.

Clarifications of TENDER must be resolved before TENDER opening and any qualifying letters or statements to the TENDER will render the TENDER null and void.

To be signed at TENDER Opening:

 City Clerk
 (or Designate)

 Manager – Purchasing
 (or Designate)

 Department Head
 (or Designate)

PART C – TENDER FORM

Tender Pricing

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

The undersigned Bidder, having carefully read and examined the Part A - Instructions to Bidders, Part B – General Conditions and Tender Submission Requirements, Part C – Tender Form, Part D - Specifications and Addenda # ___ to Addenda # ___, hereby agrees to the same, and having full knowledge of the work required and of the materials to be furnished and used, does hereby Tender and offer to enter into a Contract to perform and complete the whole of the said works and provide all necessary labour, plant, tools and materials, as set forth and in strict accordance with the Specifications, Drawings and other Contract Documents, and to do all therein called for on the terms and conditions and under the provisions therein set forth at the,

TOTAL TENDERED AMOUNT FOR AS:

ONE (1) LADDER APPARATUS	
Option A	\$ EXCLUSIVE OF HST
Option B	\$ EXCLUSIVE OF HST
Option C	\$ EXCLUSIVE OF HST
OPTION B – BREAKOUT PRICING	
10% Receipt of Order	\$ EXCLUSIVE OF HST
Chassis	\$ EXCLUSIVE OF HST
Body	\$ EXCLUSIVE OF HST
Balance	\$ EXCLUSIVE OF HST
OPTION C – BREAKOUT PRICING	
Chassis	\$ EXCLUSIVE OF HST
Balance	\$ EXCLUSIVE OF HST

ONE (1) FIRE PUMP APPARATUS	
Option A	\$ EXCLUSIVE OF HST
Option B	\$ EXCLUSIVE OF HST
Option C	\$ EXCLUSIVE OF HST

PART C – TENDER FORM

OPTION B – BREAKOUT PRICING	
10% Receipt of Order	\$ EXCLUSIVE OF HST
Chassis	\$ EXCLUSIVE OF HST
Body	\$ EXCLUSIVE OF HST
Balance	\$ EXCLUSIVE OF HST
OPTION C – BREAKOUT PRICING	
Chassis	\$ EXCLUSIVE OF HST
Balance	\$ EXCLUSIVE OF HST

The undersigned Bidder hereby agrees that the said Total Tendered Amount, valued in Canadian dollars, is all-inclusive and does include and cover all applicable duties, shipping, Federal and Provincial taxes, insurance, handling, and any and all incidental charges to and forming part of this contract.

The undersigned Bidder hereby agrees with the conditions thereof and encloses herewith either:

- a) a TENDER DEPOSIT in the form of a CERTIFIED CHEQUE made payable to the City of Richmond (hereinafter referred to as the City) in the amount not less than 10% of the TOTAL TENDERED AMOUNT as tendered herein.

OR

- b) a BID BOND on a form approved by the Insurance Bureau of Canada in the amount not less than 10% of the TOTAL TENDERED AMOUNT tendered herein, issued by a Surety Company licensed to conduct business in the Province of British Columbia and approved by the City,
- c) The TENDER DEPOSIT, or BID BOND, shall be forfeited to the City as liquidated damages and not by way of penalty in accordance with the conditions specified on the form of Bid Bond as specified herein, if the undersigned Bidder declines or neglects to execute the Contract; to submit to the City a copy of the required Performance Bond as specified herein in the amount not less than 50% of the TOTAL TENDERED AMOUNT tendered herein, issued by a Surety Company licensed to conduct business in the Province of British Columbia and approved by the City; to submit to the City a copy of the required Labour and Materials Payment Bond as specified herein in the amount not less than 50% of the TOTAL TENDERED AMOUNT tendered herein, issued by a Surety Company licensed to conduct business in the Province of British Columbia and approved by the City; and to submit to the City certified copies of all LIABILITY INSURANCE policies and certificates required and specified in the General Conditions of the Contract forming part of the Contract, all within a period of 14 consecutive

PART C – TENDER FORM

Green Option Pricing

The Bidder shall indicate if a “green” option is available to the City that will allow operation of equipment without the engine running. If additional space is required, attach additional pages.

Option	Pricing
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	
13.	
14.	
15.	

Invitation for Tender No. T.4747 - ONE (1) FIRE PUMP APPARATUS AND ONE (1) LADDER APPARATUS
PART C – TENDER FORM

Warranty

Component	Length	Additional Detail if applicable	Comply	Not Comply	Variance
Frame (including x-members)	Lifetime				
Cab	10 Years	The cab structure shall be warranted for a period of ten (10) years. Warranty conditions may apply and shall be listed in the detailed warranty document that shall be provided upon request.			
Engine	5 Years				
Transmission	5 Years	The Allison EVS series transmission shall be warranted for a period of five (5) years with unlimited mileage. Parts and labour shall be included in the warranty. Any additional warranty on the Allison HD series transmission is to be purchased by the dealer through their Allison Distributor.			
Transmission cooler	Indicate				
Front axle	3 Years				
Steering Gear	Indicate				
Rear Axle	2 Years				
Body Paint	10 Years	The apparatus shall be provided with a ten (10) year warranty to the original City. A Warranty sheet with all conditions shall be provided with delivered apparatus.			
Aerial Paint	Indicate				
Body Undercoating		The undercoating shall be provided with a warranty by its Manufacturer for the lifetime of the vehicle. The respray warranty described below shall be transferable between vehicle Citys. Should the coating applied to			

Invitation for Tender No. T.4747 - ONE (1) FIRE PUMP APPARATUS AND ONE (1) LADDER APPARATUS
 PART C – TENDER FORM

		the underside of the seating compartment and wheel wells of the vehicle flake off, peel, chip or crack due to drying out, the damaged area shall be resprayed without charge to the vehicle City.			
Body Structural	10 Years				
Ladder Structural	10 Years				
Aerial Waterway	Indicate				
Hydraulic Systems/Components	Indicate				
Aerial Swivel	Indicate				
Parts and Labour	1 Year				
Booster /Foam Tanks	Lifetime				
Chassis	1 Year	The chassis manufacturer shall warrant to the original City the custom fire truck chassis for a period of twelve (12) months with the exception of the actual fire apparatus chassis frame and cross members which carries a lifetime warranty. The warranty period shall begin on the date the vehicle is placed into service by Richmond Fire-Rescue, notice of which will be given in writing. The warranty may include conditional items, which shall be listed in the detailed warranty document that shall be provided upon request.			
Stainless Plumbing	10 Years				

PART C – TENDER FORM

Delivery

Upon receipt of Purchase Order, the Contractor will satisfactorily complete and provide the Unit(s), as accepted and certified by the City, and perform all the work specifically as described in the Tender documents:

By _____ (provide date).

Or

Within _____ (provide timeframe).

PART C – TENDER 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 Tender and specifically that the insurance required by such Tender 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 _____, 20_____.

BY: _____ TITLE: _____

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

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

PART C – TENDER FORM

**UNDERTAKING OF SURETY
(To be submitted with Tender Form)**

We, the undersigned do hereby undertake and agree to become bound unto the City of Richmond in:

- (1) A PERFORMANCE BOND in the amount of 50% of the total tendered amount shown on the **Part C – Tender Form** and drawn up in accordance with the requirements specified in the Contract Documents,

and

- (2) A LABOUR AND MATERIALS PAYMENT BOND in the amount of 50% of the total tendered amount shown on the **Part C – Tender Form** and drawn up in accordance with the requirements specified in the Contract Documents,

if the Contract is awarded to: _____

Dated this _____ day of _____ 20_____

Signature and Corporate Seal of Surety
Company Licensed to Conduct Business in the
Province of British Columbia

PART C – TENDER FORM

List of Subcontractors

The Bidder agrees that the subcontractors shown herein is the list of subcontractors that he proposes to use to carry out those part of the work shown on the list and, subject to their approval by the City, the Bidder agrees to employ the listed subcontractors and no others. If additional space is required, attach additional _____ pages.

Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the City.

The Bidder agrees that if he is awarded the contract, he will bind every subcontractor by the terms of the contract documents, as far as applicable to his work.

Description of Parts of Work to be Sublet to Subcontractors	Name, Address, and Telephone Number of Subcontractor(s) to be Used to Carry Out the Various Parts of the Work Described

PART C – TENDER 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. (If additional space is required, attach additional pages.

	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:				