



**INVITATION TO TENDER (“ITT”) No. PS08064**

**SUPPLY AND DELIVERY OF TWO (2) BULLDOZERS**

Tenders are to be addressed to the Office of the City Clerk, and delivered to the Courier Delivery Drop-Off Office, 1<sup>st</sup> Floor, Vancouver City Hall, 453 West 12<sup>th</sup> Avenue, Vancouver, British Columbia, Canada, V5Y 1V4 prior to the Closing Time: 3:00:00 P.M. Vancouver Time (as defined in Note 2 below), Tuesday May 13th, 2008 and opened publicly Wednesday May 14th, 2008 at 11:00:00 A.M.

**NOTES:**

1. Tenders are to be in sealed envelopes or packages marked with the Tenderer’s Name, the ITT Title and Number.
2. The Closing Time will be conclusively deemed to be the time shown on the clock at the Courier Delivery Drop-Off Office for this purpose.
3. DO NOT SUBMIT BY FAX

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

**Alison Hall  
Buyer**

Fax: 604.873.7057 E-mail: [purchasing@vancouver.ca](mailto:purchasing@vancouver.ca)

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**NOTE:** The definitions set out in Section 1.0 of Part B - General Conditions apply throughout this ITT, including this Part A of this ITT, except where otherwise expressly stipulated or the context otherwise requires.

**1.0 Description of Requirement**

- 1.1 Tenderers are invited for the supply and delivery of two (2) Bulldozers for the Vancouver Landfill in accordance with the Requirements of this ITT for the City of Vancouver (the "City").
- 1.2 Tenderers are to submit Tenders for the full Requirements only. Partial responses may be put aside and given no consideration.
- 1.3 The City will only consider Tenders for complete units ("Units") as described in Appendix 4 - *Detailed Equipment Specifications and Compliance Matrix*.
- 1.4 Immediately upon receipt of this ITT, please advise by facsimile or e-mail whether or not you intend to submit a Tender by completing and submitting Appendix 1 - *Response Notification Form* to the fax or e-mail address listed on the Cover Page of this ITT on or before the Response Notification Deadline (as defined in Appendix 1 - *Response Notification Form*).

**2.0 Contract Term**

- 2.1 The Term of any Contract awarded as a result of this ITT will start on the Effective Date and not expire until after the expiry of any applicable warranty period(s).

**3.0 Pricing**

- 3.1 Pursuant to Part A - Section 7.8, Tenders are irrevocable and therefore the pricing within the Tender is also irrevocable and may not be withdrawn or altered after the Closing Time.
- 3.2 Prices are to be quoted in Canadian currency (and exclusive of all taxes, F.O.B. destination to the Delivery Site(s), with all freight, unloading at destination, import duties, brokerage, royalties, handling, overhead, profit and all other costs included.

**4.0 Inquiries and Clarifications**

- 4.1 It is the responsibility of the Tenderer to thoroughly examine these documents and satisfy itself as to the full requirements of this ITT. Inquiries are to be in written form only, faxed or e-mailed to the contact person shown on the cover page. If required, an addendum will be issued to all Tenderers.

**5.0 Conduct of the Contract**

- 5.1 The City's Manager - Materials Management shall have the conduct of the ITT on behalf of the City and will be the City's Designated Representative under the Contract.

**6.0 Inspection of Site - Intentionally Omitted**

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**7.0 Submission of Tender**

- 7.1 The response to this ITT with all accompanying schedules, appendices or addenda submitted by the Tenderer will be received up to the Closing Time. Tenders are to be submitted utilizing Part E - Tender Form of this ITT and then enclosed in a sealed envelope or package, marked with the Tenderer's name and the ITT title and number.
- 7.2 Tenders are to submit their Tenders in the following format:
- a) Part E - Tender Form
  - b) Documents Required pursuant to Table on First Page of Tender Form
  - c) Appendix 2 - Certificate of Existing Insurance
  - d) Appendix 4 - Detailed Equipment Specifications and Compliance Matrix
- 7.3 Tenders received after the Closing Time or in locations other than the Courier Delivery Drop-Off Office, may or may not be accepted and may be returned unopened. The City may elect to extend the Closing Time.
- 7.4 The Tenderer shall submit two (2) copies of its Tender in accordance with the instructions stated in this ITT.
- 7.5 Tenders are to be submitted in English.
- 7.6 The Tenderer is to enter its corporate or legal business name on the first page of Part E -Tender Form. The Tender Form is to be signed in the place provided by an authorized signatory of the Tenderer. All other pages of the Tender Form are to be initialled by the authorized signatory in the spaces provided.
- 7.7 Amendments to a Tender may only be submitted if delivered in writing prior to the Closing Time in a sealed envelope or package, marked with the Tenderer's name and the ITT title and number.
- 7.8 Tenders are irrevocable after the Closing Time and so may only be withdrawn by written notice duly signed by the Tenderer's authorized signatory delivered to the office of the City Clerk prior to the Closing Time.
- 7.9 All costs associated with the preparation and submission of the Tender, including any costs incurred by the Tenderer after the Closing Time, will be borne solely by the Tenderer.
- 7.10 By submitting a Tender, the Tenderer acknowledges and agrees that the liability of the City in connection with the ITT, the conduct or outcome of the ITT, all related processes, decisions and procedures, and any and all duties and obligations in connection with all of the foregoing, is limited in the aggregate to the maximum of \$1,000 (for any and all claims by the Tenderer combined with any and all claims of all other Tenderers and any and all other claimants in connection with the ITT), and that if payment is made by the City into Court (or into trust, for the benefit of all Tenderers and other such claimants, with a law firm reasonably selected for the purpose) of the said sum of \$1,000, then:

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- a) that will be sufficient to fully release and discharge the City from all further liability; and
- b) the Tenderer will, upon the request from time to time of the City, execute and deliver a release (in such form as the requesting party may reasonably prescribe).

**8.0 Bid and Performance Security**

- 8.1 No bid security is required as part of this ITT.
- 8.2 The Tenderer shall include with its Tender proof of ability to provide a Letter of Credit in the amount(s) set out in Part C - Special Conditions - Section 1.0 "Proof of Ability to Provide Letter of Credit and Insurance".

**9.0 Declaration - No conflict of Interest/ No Collusion**

**9.1 Declaration as to Conflict of Interest**

The Tenderer now confirms and warrants that there is no officer, director, shareholder, partner or employee or other person related to the Tenderer's or organizations (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is:

- a) an elected official or employee of the City; or
- b) related to or has any business or family relationship with any elected official or employee of the City, such that there would be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of this Proposal by the City, except as set out in Part E - Form of Tender, Section 1.2.

**9.2 Declaration as to Collusion**

The Tenderer now confirms and warrants that

- a) the Tenderer has no affiliation, whether legal or financial, with any other entity which is in the business of providing the same type of goods or services which are the subject of this ITT; and
- b) the Tenderer is not competing within this ITT process with any entity which it is legally or financially associated or affiliated, except as set out Part E - Form of Tender, Section 1.3.

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**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 in this ITT including, but not limited to:
- a) the Tenderer's ability to meet the Requirements, qualifications and competencies set out in this ITT;
  - b) financial offer including but not limited to prices, operating and maintenance costs, warranty, and any life cycle considerations;
  - c) the Tenderer's business and technical reputation and capabilities; experience and where applicable, the experience of its personnel; financial stability; track record; and references of current and former customers;
  - d) equipment quality, configuration, age and condition; and
  - e) any other criteria set out in the ITT or otherwise reasonably considered relevant.
- 10.2 The City may elect to short list some of the Tenderers and require short listed Tenderers to provide additional information or details, including making a presentation, supplying samples, demonstrations, and/or additional technical literature. Samples of items, when required, must be submitted within the time specified and at no expense to the City. If not destroyed in testing, they will be returned at the Tenderer's request and expense.
- 10.3 Prior to Contract award, the Tenderer may, at the City's discretion, be required to demonstrate financial stability. Should the City so request, the Tenderer 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.
- 10.4 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 Tenderers without having any duty or obligation to advise any other Tenderers or to allow them to vary their 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 Tenderer as a result of such negotiations or modifications.
- 10.5 All sub-contractors of the Tenderer will be subject to the same evaluation process. It is the responsibility of the Tenderer to guarantee that all its sub-contractors will comply with all the Requirements and terms and conditions set out in this ITT.
- 10.6 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 ITT documents, the City has in its sole discretion, the unfettered right to:
- a) accept any Tender;

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- 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 ITT;
  - 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 Tenderers.
- 11.2 All Tenders are irrevocable and remain open for acceptance for one hundred and twenty (120) days after the Closing Time, whether or not another Tender has been accepted.
- 11.3 Any deviations from the Requirements, Specifications or the conditions specified in this ITT, must be clearly stated in the Tender. The City will be the sole judge as to what constitutes an acceptable Tender deviation. If no deviations are indicated in the Tender, the Tender constitutes a legally binding offer by the Tenderer to perform in full compliance with the Requirements, Specifications and conditions of this ITT.
- 11.4 The City may waive any non-compliance with the ITT, the Requirements, the Specifications, or any conditions, including the timing of delivery of anything required by 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 ITT process for submission.
- 12.0 Award of Contract**
- 12.1 Award of a Contract is contingent on funds being approved and the contract award being made by City Council, if applicable.
- 12.2 The City will notify the successful Tenderer(s) in writing that it has been awarded the Contract by issuing a Notice of Award.
- 12.3 The Notice of Award and subsequent purchase order terms and conditions, excluding the provision titled "The City's Offer", will apply unless otherwise agreed in writing by the City.
- 12.4 The Notice of Award, Tender, ITT, purchase order(s), and such other documents including all amendments or addenda, will 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 Notice of Award,



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- b) subject to Section 12.3, the City's purchase order including the standard purchase order terms and conditions (which may be downloaded from [www.city.vancouver.ca/bid/terms.htm](http://www.city.vancouver.ca/bid/terms.htm));
- c) or any mutually agreed to written amendments between the Tenderer and the City;
- d) the Tender; and
- e) the ITT and any subsequent addenda.

12.5 Where the head office of the successful Tenderer is located within the City of Vancouver and/or where the successful Tenderer is required to perform any Work at a site located within the City of Vancouver, the successful Tenderer is required to have a valid City of Vancouver business license prior to Contract execution.

12.6 The City is not under any obligation to award a Contract and may elect to terminate this ITT at anytime.

**13.0 Quantities - Intentionally Omitted**

**14.0 Brand Names - Intentionally Omitted**

**15.0 Alternates and/or Variations to Specifications**

15.1 Except where otherwise stated, the Specifications describe what is considered necessary to meet the performance requirements of the City and Tenderers should bid in accordance with such Specifications, or if the Tenderer cannot meet the Specifications, the Tenderer may offer an alternative which it believes to be the equivalent.

15.2 Tenderers shall clearly indicate any variances from the City's Specifications or conditions no matter how slight. The attachment of descriptive literature from which variations may be gleaned will not be considered as a sufficient statement of variations.

15.3 If in addition to bidding on goods, materials, equipment and/or services that meet the Specifications, the Tenderer wishes to offer an alternative, the alternative Tender shall be submitted separately in the same format as the initial Tender.

15.4 The City is not obligated to accept any alternatives.

15.5 The City will determine what constitutes allowable variations.

**16.0 Environmental Responsibility**

16.1 The City is committed to preserving the environment. Tenderers shall provide environmentally sensitive products or services wherever possible. Where there is a requirement that the Contractor supplies materials, and where such materials may cause adverse effects, the Tenderer shall indicate the nature of the hazard in its Tender.

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16.2 The Tenderer agrees to advise the City of any known alternatives or substitutes for such materials that would mitigate the effects of any adverse conditions on the environment.

**17.0 Named Sub-contractors**

17.1 The Tenderer agrees that the sub-contractors shown in its Tender are the sub-contractors that it proposes to use to carry out the Requirements. The Tenderer agrees to engage the listed sub-contractors and no others in their stead without prior written authorization of the City.

17.2 The City may or may not reject Tenders from any Tender that proposes to sub-contract all or substantially all of the Requirements.

**18.0 Access to/Ownership of Tender Information**

**18.1 ITT Documents Remain/Tender Becomes - City's Property**

- a) All Tender packages and addenda provided to the Tenderer by the City remain the property of the City and must be returned to the City upon request.
- b) The documentation containing the Tender, once submitted to the City, becomes the property of the City, and the City is under no obligation to return the Tender.

**18.2 Tenderer's Submission Confidential**

Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia) and the City's full right to publicly disclose any and all aspects of the Tender in the course of publicly reporting to the Vancouver City Council on the Invitation to Tender results or announcing the results of the Tenders to the Tenderer, the City will treat all material and information expressly submitted by the Tenderer (and the City's evaluation of it) in confidence in substantially the same manner as it treats its own confidential material and information.

The Tenderer now irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the City in evaluating its Tender (and any other submissions) and now agrees that under no circumstances will it make any application to the City for disclosure of any records pertaining to the receipt, evaluation or selection of its Tender (or any other submissions) including, without limitation, records relating only to the Tenderer.

**18.3 All City Data/Information is Confidential**

The Tenderer will not divulge or disclose to any third parties any information concerning the affairs of the City which may be communicated to the Tenderer at any time (whether before or after the Closing Time). Recognizing the need for confidentiality of the City's data, files and other confidential information, the Tenderer will not use, exploit or divulge or disclose to third parties any confidential or proprietary information of the City of which the Tenderer may gain knowledge in connection with or in the course of discussions or negotiations with the City.

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All material and information that has or will come into the Tenderer's possession or knowledge in connection with this Tender process is confidential and may not be disclosed or utilized in any way except in accordance with this Invitation to Tender.

**18.4 Disclosure Requires Prior Consent**

The Tenderer may not divulge any information respecting the Tender process to any third party without the prior written consent of the City, which consent may be arbitrarily withheld unless it is information which the City has already made public or has been required to disclose pursuant to the *Freedom of Information and Protection of Privacy Act* (British Columbia).

**18.5 Declaration of Confidentiality**

The Tenderer now declares and agrees that, except for the information disclosed by the City in the course of publicly reporting to the Vancouver City Council or any public tender opening:

- a) the information supplied by the Tenderer in response to this Invitation to Tender is expressly provided in strict confidence;
- b) any records made of the evaluation of the Tenderer's Tender and all other submissions will be the property of, and private to, the City and will not be disclosed to the Tenderer nor anyone else;
- c) the disclosure of the information in items (a) and (b) above to anyone outside of the City's staff would reveal the Tenderer's trade secrets or proprietary commercial information concerning its private business affairs; and
- d) the disclosure of the information in items (a) and (b) above, could reasonably be expected to harm the Tenderer's competitive position, harm the City's ability to engage in competitive procurement of goods and services, and result in undue financial loss to the Tenderer and/or the City.

**19.0 Special Conditions**

- 19.1 Where Special Conditions are attached to this ITT and they conflict in any way with any other part of this ITT, the Special Conditions shall take precedence.

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PART B - GENERAL CONDITIONS**

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**1.0 Definitions**

The following words and terms, unless the context otherwise requires, shall have the meanings set out below. Words including the singular number include the plural and vice versa.

“Act of God” means a cataclysmic phenomenon of nature, including earthquake, flood or cyclone. Rain, snow, wind, high water or any other natural phenomenon, which might reasonably have been anticipated from historical records of the general locality of the City, shall be deemed not to be acts of God;

“City” means the City of Vancouver, a municipal corporation continued pursuant to the *Vancouver Charter*;

“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, and includes the person or person holding the title set out in Part A - Section 5.0 - *Conduct of Contract*;

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

“Contract” means the agreement formed between the City and the Contractor as evidenced by the City’s issuance of a Notice of Award;

“Contract Documents” means the ITT, any Amendments or Addenda issued pursuant to this ITT, the Contractor’s Tender, any City purchase order, and any changes to the foregoing agreed to in writing by the parties;

“Contract Price” means the price(s) for the Product and Work set out in the Tender Form;

“Contractor” means the successful Tenderer (whether an individual, partnership, corporation or combination of same, including joint venturers) who or which executes the Tender which is then accepted in writing by the City;

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

“Delivery Site” means City of Vancouver, Equipment Services Branch, 250 West 70<sup>th</sup> Avenue, Vancouver BC, V5X 2X1 unless otherwise stated in this ITT;

“Effective Date” means that date which is 7 days after the date of award of this Contract by the City to the Contractor;

“F.O.B.” means all costs of freight, insurance, brokerage, customs duties and all other costs of delivery to the site named as F.O.B. will be borne by the Contractor and that ownership and title to all goods, materials, and equipment are transferred to the City when same are delivered by the Contractor to the City and the risk of loss or damage to the goods, materials and equipment transfers to the City only at such time as same are received and accepted by the City at the site named as “F.O.B.” or “Delivery Site”;

“GST” means the goods and services tax administered under the *Excise Tax Act* (Canada) and any successor tax or levy therefore in force from time-to-time;

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“ITT” means this Invitation to Tender including, but not limited to: Part A - Instructions to Tenderers; Part B - General Conditions; Part C - Special Conditions; Part D - Requirements; Part E - Tender Form; Appendix 1 - Response Notification Form; Appendix 2 - Certificate of Existing Insurance; Appendix 3 - Certificate of Insurance; Appendix 4 - Detailed Equipment Specifications and Compliance Matrix and any additional attachments listed in the Table of Contents; and any amendments, addenda, and/or clarifications pertaining to this ITT that may be issued prior to the Closing Time;

“Letter of Credit” means the security for performance required to be posted by the Contractor pursuant to Part B - General Conditions - Section 20.9 and the Notice of Award;

“Minimum Warranty Period” means the period of time starting on the Effective Date and expiring one year after the Warranty Start Date for the last Unit delivered to and accepted by the City under this Contract;

“Notice of Award” means the document duly signed by an authorized signatory for the City evidencing the City’s acceptance of the successful Tenderer’s Tender by way of a signed copy of the “Acceptance” portion of Part E - Tender Form;

“Product” means, depending on the context, one or more Units;

“PST” means British Columbia provincial sales tax administered under the *Social Service Tax Act* and any successor tax or levy therefore in force from time-to-time;

“Requirements” means all of the Specifications, requirements and obligations of the Contractor set out in this ITT;

“Security Clearance” means that level of security clearance required by the City or its police department for Contractor personnel accessing the information or premises required to be accessed in order to perform the Work under this Contract;

“Specifications” means that part of the Requirements set out in Appendix 4 - *Detailed Equipment Specifications and Compliance Matrix*;

“Tender” means an offer submitted by the Tender in response to this ITT and in substantial compliance with this ITT;

“Tenderer” means the individual, partnership, corporation or combination of same, including joint venturers, who or which are named as such on the first page of Part E - Tender Form;

“Unit” means one (1) complete bulldozer, (inclusive of body, blade, tracks and all other physical items set out in the Requirements);

“Warranty” has the meaning set out in Section 14.0 - *Warranty* of these General Conditions;

“Warranty Start Date” has the meaning set out in Section 14.5 of these General Conditions;

“WorkSafeBC” means the Workers Compensation Board, a provincial Crown corporation created pursuant to the *Workers Compensation Act* (British Columbia);

“WorkSafeBC Rules” means the *Workers Compensation Act* (British Columbia), including without limitation, the *Occupational Health & Safety Regulation* enacted pursuant to such Act, all as such Act or Regulations are amended or re-enacted from time to time;

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

“Work Schedule” means those Requirements which relate to the dates and times by which the Contractor is required to deliver the Product and Work;

“Work Site” means the site where the Work is being performed.

**2.0 Notices**

2.1 Any notice required to be given in regards to the Contract(s) shall be given in writing and if addressed to the City will be sent to the civic address, fax number or e-mail address provided by the City from time to time for the City’s Designated Representative, and if to the Contractor will be sent to the civic address, fax number, or e-mail address set out in its Tender or otherwise provided by the Contractor from time to time.

2.2 No notice will be deemed to have been received by the recipient unless and until its receipt is acknowledged by the recipient or, alternatively, is delivered by hand or sent by registered mail to the civic address (in which case it will be deemed to have been received on the first business day after its actual receipt or arrival at such civic address).

**3.0 Assignment**

3.1 Neither the Tender nor the Contract (nor any of the rights of payment under the Contract Documents) may be assigned, sub-let, or otherwise disposed of transferred in any way nor in whole or in part by the Contractor (except as expressly named and disclosed in the Section 6.1 of Part E - Tender Form or expressly permitted pursuant to Section 5.0 below) without the prior written consent of the City, which consent may be arbitrarily withheld.

3.2 In the event that the City consents to any such assignment or other disposition, the Contractor will not be relieved of any of its obligations under the Contract and will remain fully liable under the Contract to perform the Requirements.

**4.0 Independent Contractor**

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

**5.0 Sub-Contractors**

5.1 Subject to Section 5.2, the Contractor will not assign, sublet, subcontract, or let out as task work any part of the Requirements to any third party, without in each case the prior written consent of the City which consent the City may arbitrarily withhold.

5.2 Despite Section 5.1 above, the Contractor may utilize those sub-contractors expressly named in Section 5.1 of the Tender Form but only for the Area of Responsibility set out beside their name, provided always that the Contractor may not substitute or replace those sub-contractors, or permit those sub-contractors to further assign, sub-let, sub-

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contract, or let out as task work their obligations under the Contract Documents, except in accordance with Section 5.1 above.

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

**6.0 Time of the Essence**

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

**7.0 Laws, Permits and Regulations**

- 7.1 The laws of British Columbia shall govern the Contract and the parties now irrevocably attorn to the jurisdiction of the courts of British Columbia.
- 7.2 All provisions of the *International Sale of Goods Act* are specifically excluded from application of this Contract.
- 7.3 In carrying out the Requirements, 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.

**8.0 Workplace Hazardous Materials Information System (“WHMIS”)**

- 8.1 The Contractor shall provide appropriate labels and material safety data sheets for WHMIS regulated products. No product containing asbestos shall be supplied at any time without written authorization from the City.

**9.0 Product Standards**

- 9.1 The Product shall comply with all standards referred to in the Specifications.
- 9.2 All electrical items shall comply with the relevant sections, latest editions, of versions of the Canadian Standards Association (CSA) standard C22.1, Canadian Electrical Code (CEC), Electrical Safety Branch - BC Amendments to CEC Regulations and Bulletins, the City’s Electrical Bylaw, and the National Building Code.

**10.0 Changes in Requirements**

**10.1 City May Request**

The City may, by giving written notice to the Contractor, be entitled to request amendments to the Requirements. Upon receipt of such notice, the Contractor will, as soon as practicable and in no event later than (five) 5 days after receipt of such notice, inform the City of any adjustments to the Work Schedule or Contract Price, either advancing or delaying the Work Schedule or increasing or decreasing the Contract Price, that would be necessitated by such change in the Requirements, or will notify

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the City that no adjustment is required. If adjustments to the Work Schedule or Contract Price are necessary and the City confirms in writing that such adjustments are acceptable to it, the Requirements, Work Schedule, and the Contract Price will then be deemed to be amended as agreed by the City.

**10.2 Disputes Over Requested Change**

If the City determines that such adjustments, or no adjustments, to the Work Schedule or Contract Price are unacceptable and the City and the Contractor are unable to agree on a mutually acceptable adjustment to same, the City may elect to pursue any one of the following options:

- a) The City may refer the issue to arbitration to determine the appropriate adjustments pursuant to Part B - Section 25.0 - Dispute Resolution (in which case the parties will be deemed to have mutually and irrevocably agreed to arbitration pursuant to Section 25.1).
- b) The City may proceed with this Contract without the proposed change in Requirements.
- c) The City may cancel all or any part of the Contract, provided the City gives the Contractor at least
  - (i) Ninety (90) days prior written notice of cancellation with respect to any given category of Product or Work (as those categories are set out in Tender Form), or
  - (ii) One hundred and twenty (120) days prior written notice of cancellation with respect to a cancellation of all Product and Work (excluding any and all Product and Work already delivered).

**10.3 Disputes as to Requirements (Where No Prior Change Request)**

The City's Designated Representative may issue orders or instructions with respect to the timing, quality and quantity of the Work. They will be obeyed, performed and complied with by the Contractor promptly, efficiently and to the satisfaction of the City. However, if the Contractor is of the opinion that such orders or instructions are not authorized under the provisions of the Contract Documents or involve a change in the Requirements, it will so notify the City in writing before proceeding to carry them out and, in any event, within two (2) days of the receipt of such orders or instructions. The giving of such notice to and receipt by the City's Designated Representative will not constitute an acknowledgment by the City as to the validity of the claim, and the will then be at liberty to contest or dispute the claim. If the Contractor does not so notify the City within the time so limited, it will not be entitled to later claim that the orders or instructions were not so authorized or involved a change in the Requirements. Nevertheless, the giving of such notice to the City will not relieve the Contractor of its obligation to carry out and to obey such orders or instructions.

**11.0 Delivery**

- 11.1 Deliveries must be made between 8:00 a.m. and 3:00 p.m. Monday to Friday, excluding statutory holidays, unless other arrangements have been agreed in writing. A material



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safety data sheet (“MSDS”) must accompany all shipments containing products regulated under WHMIS legislation.

**12.0 Quality of Workmanship and Materials**

- 12.1 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.
- 12.2 Materials, goods and equipment shall be new, free and clear of all liens, charges and encumbrances, the latest model, complete with all necessary accessories for operation and be the products of suppliers or manufacturers of established reputation engaged in the supply or manufacture of such materials or equipment.
- 12.3 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.

**13.0 Inspection**

- 13.1 All goods, materials, equipment and/or services are subject to inspection and approval upon delivery. The City has the right to refuse acceptance of such goods, materials, equipment and/or services that are not in accordance with the Specifications, Requirements or the Contractor’s warranty (expressed or implied).
- 13.2 Acceptance or rejection of the goods, materials, equipment and/or services shall be made as promptly as practical, but failure to inspect and accept or reject the goods, materials, equipment and/or services shall not relieve the Contractor from responsibility for such goods, materials, equipment and/or services that are not in accordance with the Contract.
- 13.3 The City shall be the final judge of all goods, materials, equipment and/or services in respect of both quality and quantity and its decisions of all questions in dispute with regard thereto will be final. Materials, goods or equipment not accepted will be returned to the Contractor at the Contractor’s expense.
- 13.4 The City will not be deemed to have accepted the goods, materials, equipment and/or services by virtue of a partial or full payment for them.

**14.0 Warranty**

- 14.1 The Warranty set out in this Section 14.0 is the minimum warranty under this Contract. The Contractor is bound by all additional warranties set out in the Specifications and, where the City has selected any separately priced additional, optional or extended warranties by indicating same in the Notice of Award, the Contractor and City will be bound in the manner set out in the Notice of Award.
- 14.2 The Contractor warrants that, for at least one (1) year from the Warranty Start Date, the Unit supplied to, and Work performed by the Contractor for, the City will be in full conformity with the Requirements as well as samples, if any, and if so, then this is a sale by sample as well as by description within the meaning of the *Sale of Goods Act* (British Columbia).

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- 14.3 The Contractor further warrants that for at least 1 year from the Warranty Start Date, the Unit and Work will be of merchantable quality, and fit for the intended use and will perform according to the Requirements.
- 14.4 The warranty set out in Sections 14.2 - 14.3 above will include all parts and labour delivered and performed at the location of delivery of the Unit to the City.
- 14.5 The warranty start date ("Warranty Start Date") for each Unit is the date on which the City puts that Unit into service, or three months after acceptance of the Unit, whichever is sooner.
- 14.6 The City will notify the Contractor of the date that the Unit goes into service.
- 14.7 The warranty is to be in the name of the City of Vancouver, Equipment Services Branch.
- 14.8 The Contractor now warrants that all claims and representations made by the Contractor with respect to third party products and services have been fully authorized by that third party.
- 14.9 The Contractor warrants that its employees have the qualifications, experience, knowledge, skills and abilities necessary for the fulfilment of the Contract.
- 15.0 Protection of Person and Property**
- 15.1 The Contractor shall use due care that no persons are injured, no property damaged or lost, and no rights are infringed in the performance of the Requirements, and the Contractor shall be solely responsible for all loss, damages, costs and expenses in respect of any injury to persons, damage of property, or infringement of the rights of others incurred in the performance of the Requirements or caused in any other manner whatsoever by the Contractor or those for whom in law it is responsible.
- 15.2 The Contractor shall effectively warn and protect the public and other personnel from any danger as a result of the performance of the Requirements.
- 16.0 Rectification of Damage and Defects**
- 16.1 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.
- 17.0 Clean Up - Intentionally Omitted**
- 18.0 Indemnification**
- 18.1 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

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omission of the Contractor, its employees, officers, volunteers, servants, sub-contractors, or agents or persons for whom the Contractor has assumed responsibility in the performance or purported performance of the Requirements.

- 18.2 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.
- 18.3 The Contractor shall pay all royalties and license fees and shall save the City harmless from loss on account of suits or claims of infringement of patents in the performance of the Requirements.
- 18.4 The Contractor shall assume the defence of, and indemnify and hold harmless the City and its officers, employees and agents, from and against all claims relating to materials, goods or equipment furnished and to inventions, copyrights, trade marks, or patents and rights thereto used by the Contractor in the execution of the Contract and in subsequent use and/or operation by the City.

**19.0 Termination**

- 19.1 The City will advise the Contractor by written notice of its intent to terminate the whole or any part of the Contract in any one of the following circumstances:
- a) if the Contractor fails to make delivery of the goods, materials, equipment and/or services within the time specified, or fails to perform any other provisions, terms or conditions of the Contract within the time specified, or within a reasonable time if no time is specified;
  - 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 Contract; 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.
- 19.2 Upon termination of the Contract, the City shall have no obligation to the Contractor except for such goods, materials, equipment and/or services as have been supplied up to the date of the termination of the Contract(s).
- 19.3 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.

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**20.0 Insurance and Letter of Credit Requirements**

- 20.1 Without limiting any of its obligations or liabilities under the Contract, the Contractor and its sub-contractors shall obtain and continuously carry during the term of the Contract at their own expense and cost, the following insurance coverages with minimum limits of not less than those shown in the respective items set out below.
- 20.2 All insurance policies shall be in a form and in amounts satisfactory from time-to-time and with insurers acceptable to the City's Director of Risk Management and shall provide the City with sixty (60) days prior written notice of cancellation or material change resulting in reduction of coverage. Notice must identify the Contract title, number, policyholder, and scope of work.
- 20.3 The Contractor and each of its sub-contractors shall provide at their own cost any additional insurance which they are required by law to provide or which they consider necessary.
- 20.4 Neither the providing of insurance by the Contractor in accordance with the requirements hereof, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing shall be held to relieve the Contractor from any other provisions of the Contract Documents with respect to liability of the Contractor or otherwise.
- 20.5 The insurance coverage shall be primary insurance with respect to liability arising out of the operation of the Contractor. Any insurance or self-insurance maintained by or on behalf of the City, its officers, officials, employees, servants or agents shall be excess of this insurance and shall not contribute with it.
- 20.6 Within seven (7) days of the City's issuance of the Notice of Award, the Contractor shall provide the City with evidence of all required insurance in the form of Appendix 3 - *Certificate of Insurance*. The Certificate of Insurance shall identify the Contract title, number, policyholder and scope of work and shall not contain any disclaimer whatsoever. At all times thereafter, throughout the term of this Contract, similar evidence of renewals, extensions or replacement of all required insurance must be forwarded to the City's Designated Representative prior to the effective date of same. At any time, and from time to time, and within seven (7) days of a request for same, certified copies of all insurance policies will be made available to the City's Designated Representative.
- 20.7 The Contractor shall provide in its agreements with its sub-contractors clauses in the same form as those found herein. Upon request, the Contractor shall deposit with the City's Designated Representative detailed certificates of insurance for the policies it has obtained from its sub-contractors and a copy of the insurance clauses so provided in the said agreements.
- 20.8 The Contractor shall obtain and maintain in full force and effect during the term of the Contract, insurance not less than that set out below and provided by a company duly registered and authorized to conduct insurance business in the Province of British Columbia.
- a) Commercial General Liability

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The Contractor will maintain Commercial General Liability insurance in sufficient amounts and description to protect the Contractor, its sub-contractors, the City and their respective officers, officials, employees, and agents against claims for damages, personal injury including death, bodily injury and property damage which may arise under this Contract.

The limit of commercial general liability insurance shall be not less than five million dollars (\$5,000,000) per occurrence inclusive for personal injury, death, bodily injury or property damage and in the aggregate with respect to products and complete operations. The deductible per occurrence shall not exceed two thousand five hundred dollars (\$2,500) per occurrence.

The policy of insurance shall:

- (i) be on an occurrence form;
- (ii) add the City and its officials, officers, employees and agents as additional insured;
- (iii) contain a cross-liability or severability of interest clause;
- (iv) extend to cover non-owned automobile, contingent employer's liability, blanket contractual liability, contractor's protective liability, broad form property damage, broad form completed operations and operations of attached machinery.

b) Third Party Auto Liability Insurance

The Contractor will maintain and cause its sub-contractors to maintain Third Party Auto Legal Liability Insurance in an amount not less than five million (\$5,000,000) dollars per occurrence and Physical Damage Insurance for all vehicles owned, leased or operated by the Contractor in connection with this Contract.

c) All Risk Property Insurance

The Contractor will maintain all risks insurance protecting the Contractor and the City against physical loss or damage to each Unit and all components thereof in an amount of not less than the full Contract price and which insurance will terminate only upon safe delivery to and acceptance by the City. The policy will name the City as additional insured and loss payee with respect to its interest and will contain a waiver of subrogation in favour of the City. The policy will contain a deductible of no more than five thousand (\$5,000) dollars for each and every claim.

20.9 Letter of Credit

- a) A letter of credit (the "Letter of Credit") is required under this Contract except where expressly deleted from the Requirements in the Notice of Award.
- b) As security for the performance of the Requirements, the Contractor will within seven (7) days of the City's issuance of a Notice of Award, deliver the Letter of Credit to the City.

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- c) The Letter of Credit must be a clean, unconditional irrevocable demand letter of credit, payable in the amount specified in the Notice of Award, and issued in favour of the City by a Schedule I or Schedule II Canadian chartered bank or such other bank previously approved in writing by the City's Director of Legal Services and issued in a form and on terms previously approved the City's Director of Legal Services.
- d) The Letter of Credit must contain an automatic extension clause so that it remains valid from the Effective Date through to the expiry of the Minimum Warranty Period and may be drawn on by the City to reimburse the City for any losses or damages suffered by the City as the result of any breach of this Contract by the Contractor during the Minimum Warranty Period.
- e) Upon successful performance of the Contractor's obligations under this Contract for the Minimum Warranty Period, the City will return the Letter of Credit.

**21.0 WorkSafeBC Compliance**

- 21.1 Within seven (7) days of the Notice of Award, the Contractor must provide evidence that it is registered and in good standing with WorkSafeBC.
- 21.2 The Contractor agrees that it shall at its own expense procure and carry or cause to be procured and carried and paid for, full WorkSafeBC coverage for itself and all workers, employees, and others engaged in or upon any Work under this Contract.
- 21.3 The Contractor agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafeBC coverage against any money owing by the City to the Contractor. The City shall have the right to withhold payment under this Contract until the WorkSafeBC premiums, assessments or penalties in respect of work done or service performed in fulfilling this Contract had been paid in full.
- 21.4 The City now designates the Contractor as the Prime Contractor, and the Contractor now acknowledges and agrees to its designation as the Prime Contractor, in respect of all Work under this Contract for the purposes of the WorkSafeBC Rules.
- 21.5 The Contractor will 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:
  - a) unpaid WorkSafeBC assessments of the Contractor or any other employer for whom the Contractor is responsible under this Contract,
  - b) the acts or omissions of any person engaged directly or indirectly by the Contractor in the performance of this Contract, or for whom the Contractor is liable pursuant to the Contractor's obligations as the Prime Contractor, and which acts or omissions are or are alleged by WorkSafeBC to constitute a breach of the WorkSafeBC Rules or other failure to observe safety rules, regulations and practices of WorkSafeBC, including any and all fines and penalties levied by the WorkSafeBC, or
  - c) any breach of the Contractor's obligations under this General Condition.

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**22.0 Character of Workers**

- 22.1 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;
  - d) solicitation of gratuities or tips from any person for services performed under the Contract;
  - 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.
- 22.2 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 Contract.

**23.0 Unavoidable Delay**

- 23.1 Except for the performance of obligations to pay money, time periods for the City's and the Contractor's performance under this Contract will be extended for periods of time during which their performance is delayed or prevented due to an Unavoidable Delay. For the purposes of this section, an "Unavoidable Delay" means any circumstances beyond the reasonable control of the party trying to perform (such as, for example, strikes/lockouts, acts of God, war or other strike or governmental action) but expressly excludes any and all delays caused by the Contractor's lack of financial resources or insolvency, strikes, lockouts or labour affiliations of the Contractor's employees and Sub-contractors, or governmental action taken in the enforcement of law specifically against the Contractor.

**24.0 Failure to Perform**

- 24.1 Should the Contractor neglect to execute the Requirements 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.
- 24.2 If the Contractor fails to perform any provision of this Contract, 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, including without limitation and by way of example only, the remedies set out in Section 24.1 above as well as any and all remedies afforded by any security for performance issued by the Contractor under this Contract, such as a performance bond, letter of credit, or insurance, all of which will survive any such termination of the Contract.

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**25.0 Dispute Resolution**

- 25.1 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 within the Province of British Columbia and be governed by the laws of British Columbia.
- 25.2 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 within the Province of British Columbia.
- 25.3 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.
- 25.4 The procedure set out in this section is not meant to preclude or discourage informal resolution of disagreements between the City and the Contractor.

**26.0 Contract Price/Payment**

- 26.1 The Contract Price is fixed and may not be changed by either party except to the extent mutually agreed upon by both parties in writing pursuant to Section 10.0 - *Changes in Requirements*.
- 26.2 The Contractor shall be paid net thirty (30) days from receipt of invoice and acceptance of the goods, materials, equipment and or services, whichever is the later.

**27.0 Taxes**

- 27.1 Unless otherwise provided herein, the City will pay the GST and PST on the Contract Price to the Contractor, provided that any increase or decrease in such GST and PST will proportionately increase or decrease the amount due under the Contract(s).
- 27.2 The Contract Price is deemed to be exclusive of GST and PST. However, all other governmental taxes, levies, and fees, as well as all other costs relating to freight, handling, import duties, brokerage, royalties, handling, overhead, profit and any and all other costs are deemed to be included in the Contract Price.
- 27.3 Invoices must separately show the appropriate amounts for GST and PST.

**28.0 Non-resident Withholding Tax**

- 28.1 The *Income Tax Act (Canada)* requires that payments to non-residents for any work performed in Canada may be subject to a non-resident withholding tax. Exemption from this withholding tax is available in some circumstances, but the Contractor must apply directly to the Canada Revenue Agency (CRA) at least 30 days before commencing the work and should seek the advice of a Canadian tax lawyer.
- 28.2 The City is legally required by the *Income Tax Act (Canada)* to withhold a specified amount from any payment to a non-resident (as defined in the Act) where no exemption certificate can be produced to the City by that non-resident. The amount of



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the withholding is determined by the residency of the non-resident and the applicable Income Tax Act Regulations.

**29.0 Failure to Enforce**

29.1 Any failure by the City to enforce or require the strict keeping and performance of any of the terms and conditions contained in this Contract will not constitute a waiver of such terms and conditions and will not affect or impair such terms and conditions in any way or the City's right at any time to avail itself of such remedies as the City may have for any breach or breaches of such terms and conditions.

**30.0 Successors and Assigns**

30.1 This Contract will benefit and bind each party and its successors and permitted assigns.

**31.0 No Promotion of Relationship**

31.1 The Contractor must not disclose or promote its relationship with the City, including by means of any verbal declarations or announcements and by means of any sales, marketing or other literature, letters, client lists, press releases, brochures or other written materials without the express prior written consent of the City (except as may be necessary for the Contractor to perform the Contractor's obligations under the terms of the Contract). The Contractor undertakes not to use "VANOC", "Vancouver 2010", any official emblem, logo or mascot of the City or of 2010 Games or any reference or means of promotion or publicity, without the express prior written consent of the City. Furthermore, the Contractor undertakes not to disclose or promote its relationship with the City in any communication or manner whatsoever as a basis to create an association, express or implied, between the Contractor and the IOC, the Olympics or the Olympic Movement.

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**1.0 Proof of Ability to Provide Letter of Credit and Insurance**

- 1.1 The Tenderer will include with its Tender a letter from its bank, confirming that the Tenderer has sufficient credit-worthiness to (if awarded the Contract) deliver to the City the Letter of Credit in accordance with Part B - Section 20.9 above and the Notice of Award.
- 1.2 The Tenderer will include with its Tender both a signed and completed Appendix 2 - Certificate of Existing Insurance, as well as a letter from its insurer, confirming that the Tenderer is sufficiently insurable to (if awarded the Contract) obtain from that insurer a duly completed and signed Appendix 3 - Certificate of Insurance pursuant to and in compliance with Part B - Section 20.1 - 20.8 above.

**2.0 City's Option to Delete Letter of Credit Requirement**

- 2.1 The Tenderer will be required to provide a Letter of Credit of between \$250,000 and \$500,000 pursuant to Part B - General Conditions - Section 20.9 as determined by the City based on its evaluation of the Tenders and the pricing for those Tenders as set out in each Tenderer's Tender Form.
- 2.2 The City will set out in the Notice of Award the amount of Letter of Credit it requires or, alternatively at the City's option, the City may delete the Letter of Credit requirement by indicating same in the Notice of Award.

**3.0 City's Option to Purchase Additional Units**

- 3.1 The Tenderer will be required to grant the City the Option (as defined below) and the City will then have the option to include or delete same from the Contract by indicating same in the Notice of Award.
- 3.2 The Tenderer also now irrevocably grants the City the option to purchase (the "Option") if the City requires:
  - a) Purchase two (2) additional units, one (1) for road construction and cover grading and, one (1) for final cover grading at the same cost as the original units.
- 3.3 The Option to purchase additional units will expire if not exercised by the City within twelve (12) months of the contract award.
- 3.4 The Option must be exercised by delivery of written notice to the Contractor prior to its expiry.
- 3.5 For further certainty, the Option may be exercised in part or in whole or in any combination of Units, provided always that the City complies with Section 3.4 above.
- 3.6 Upon valid exercise of the Option, the City will have the right to purchase the additional Units specified in each Option notice at the same price and on the same terms and conditions as one (1) Unit, except as follows:
  - a) The Contractor will deliver each additional Unit within six (6) months of the City's exercise of the Option for that Unit.

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- b) All other Requirements as to timing will be performed within the same period of time measured from the exercise of the Option as they were originally required as measured from the award of the Contract. So, for further certainty, and by way of example only, the delivery of the Certificate of Insurance and Letter of Credit for the additional Unit will occur within 7 days of Option exercise as opposed to award of Contract.

**4.0 City's Option to Acquire Optional Equipment**

- 4.1 Where the Tenderer has provided the requested pricing, terms and conditions for any given option and the City has elected to include same in the Contract, the City will do so by indicating same on the Notice of Award and the Tenderer will then be bound to supply the option on the terms and conditions of this Contract as modified by the pricing, terms and conditions set out in that Tenderer's Tender Form.

**5.0 Additional Evaluation Criteria**

- 5.1 In addition to the evaluation criteria set out in Part A of this ITT, the following criteria, which are not in any order of importance, will be taken into consideration during the City's evaluation of the Tender:
  - a) Availability of parts;
  - b) Training;
  - c) Unit reliability;
  - d) Buyback;
  - e) Ability to meet delivery date;
  - f) Demonstration;
  - g) Warranty;
  - h) Ergonomics;
  - i) Ease of operations;
  - j) Fuel emissions/consumption;
  - k) Reference feedback; and
  - l) Local dealer's history and experience servicing tendered unit.

**6.0 Required Documentation**

- 6.1 The following documentation shall accompany each Unit at time of delivery. Failure to include all or some of the listed documents will delay the City's acceptance of the Unit:
  - a) Copy of the Contractor's invoice to the City for the Unit;

**INVITATION TO TENDER NO. PS08064  
SUPPLY AND DELIVERY OF TWO (2) BULLDOZERS  
PART C - SPECIAL CONDITIONS**

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- b) British Columbia Motor Vehicle Branch form APV/9T - transfer tax form/statement of vehicle origin or equivalent document from originating jurisdiction;
  - c) Customs documentation, if applicable; and
  - d) All other documents required by the Specifications to be delivered concurrently with the Unit.
- 6.2 The City of Vancouver address shown on the documentation should read the same as the Delivery Site address set out in Section 14.7 - *Warranty* of Part B - General Conditions.

**INVITATION TO TENDER NO. PS08064  
SUPPLY AND DELIVERY OF TWO (2) BULLDOZERS  
PART D - REQUIREMENTS**

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**See Appendix 4 - Detailed Equipment Specification and Compliance Matrix.**

**INVITATION TO TENDER NO. PS08064  
SUPPLY AND DELIVERY OF TWO (2) BULLDOZERS  
PART E - TENDER FORM**

Tenderer's Name: \_\_\_\_\_  
"Tenderer"

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

E-mail: \_\_\_\_\_ Incorporation Date: \_\_\_\_\_

*Attach additional pages immediately behind this page for sub-contractors, if applicable.*

To the City of Vancouver,

The undersigned Tenderer, having carefully read and examined the ITT including the Instructions to Tenderers, General Conditions, Special Conditions, Requirements, Specifications and all addenda and having full knowledge of the Requirements described herein, does offer to provide the goods, materials, equipment and/or services in accordance with the Specifications, terms and conditions set out in the ITT (except as noted herein) and in accordance with the pricing set out in the Tender form.

**Required Documents:**

Description	Reference	Required	Received
Letter from a Chartered Bank for Letter of Credit	Part C, Section 1.0	Yes	
Certificate of Existing Insurance	Part C - Section 1.0 & Appendix 2	Yes	
Letter from Insurer confirming Tenderer able to receive signed Appendix 3 on award	Part C - Section 1.0 & Appendix 3	Yes	

**INVITATION TO TENDER NO. PS08064  
SUPPLY AND DELIVERY OF TWO (2) BULLDOZERS  
PART E - TENDER FORM**

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If the above documents do not accompany the Tender at the time of opening, the Tender is put aside and given no further consideration.

**To be Initialled at Tender Opening:**

\_\_\_\_\_  
Manager, Materials Management or designate

\_\_\_\_\_  
Witness

**INVITATION TO TENDER NO. PS08064  
SUPPLY AND DELIVERY OF TWO (2) BULLDOZERS  
PART E - TENDER FORM**

**1.0 Compliance**

- 1.1 By initialling each item, the Tenderer acknowledges it has read and understands the Requirements, has submitted the required addenda, has identified deviations or alternatives, and provided an explanation of where it does not comply with the Requirements.
- 1.2 With respect to Part A - Instructions to Tenderers, Section 9.1 - *Declaration as to Conflict of Interest*, the Tenderer now conclusively declares there are no such conflicts of interest unless the Tenderer deletes this note and describes any and all relationships which might give rise to a conflict of interest or an appearance of a conflict of interest in the space provided for same in the Table below (by indicating “Does Not Comply” and providing the details under the Column entitled “Variations, etc.”).
- 1.3 With respect to Part A - Instructions to Tenderers, Section 9.2 - *Declaration as to Collusion*, the Tenderer now conclusively declares there has been no such collusion unless the Tenderer deletes this note and describes any and all affiliations or relationships that might give rise to collusion or an appearance of collusion in the spaces provided for same in the Table below (by indicating “Does Not Comply” and providing the details under the Column entitled “Variations, etc.”).

Section Title	Understand, Will Comply	Does Not Comply	Variations, Alternatives or Explanation for Non-Compliance
<u>Part A (Except Section 9.1/9.2)</u> Instructions to Tenderers			
<u>Part A - Section 9.1</u> Conflict of Interest (See Tender Form Section 1.2 above)			
<u>Part A - Section 9.2</u> Collusion (See Tender Form Section 1.3 above)			
<u>Part B</u> General Conditions			
<u>Part C</u> Special Conditions			
<u>Part D</u> Requirements			
<u>Part E</u> Tender Form			



**INVITATION TO TENDER NO. PS08064  
SUPPLY AND DELIVERY OF TWO (2) BULLDOZERS  
PART E - TENDER FORM**

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**2.0 References**

- 2.1 As stated in Appendix 4 Detailed Specification and Compliance Matrix, Item 1, Section G.5, provide a minimum of three (3) reference contacts who are using the same make and model with the following information shall be supplied: Organization, contact name, position, model year of the machine currently being used, number of years using the tendered make and model of machine. Canadian landfill references preferred.
- 2.2 The Tenderer agrees that the City may contact these references at its discretion. In addition, the City may also contact any other organization for the purposes of evaluating the Tenderer's company and Tender. In addition, the City may also contact any other organization for the purposes of evaluating the Tenderer's company and Tender.

Name and Address of Company	Contact Name and Telephone Number	Model year of machine currently being used

**INVITATION TO TENDER NO. PS08064  
SUPPLY AND DELIVERY OF TWO (2) BULLDOZERS  
PART E - TENDER FORM**

**3.0 Schedule of Price and Quantities:**

Item	Qty.	Description	Unit Price	Total
1.	1	Bulldozer used for road construction and cover grading in accordance with the Specifications set out herein.  Make: _____  Model Year and No.: _____  Provincial Environmental Levy	\$ _____   \$ _____	\$ _____   \$ _____
2.	1	Bulldozer used for final cover grading in accordance with the Specifications set out herein.  Make: _____  Model Year and No.: _____  Provincial Environmental Levy	\$ _____   \$ _____	\$ _____   \$ _____
2.	N/A	\$250,000 Letter of Credit (Part C - Section 2.0 and Part B - Section 20.9)	\$ _____	
3.	N/A	\$500,000 Letter of Credit (Part C - Section 2.0 and Part B - Section 20.9)	\$ _____	
4.	N/A	Option to acquire two (2) additional identical units (one (1) road construction and cover grading and one (1) final cover grading) within (12) months (Part C - Section 4.0) ( <i>Tenderers are to enter either "No Charge" or the additional price (if any) for the Option. <u>DO not enter purchase price for the actual 2 Units.</u></i> )	\$ _____	
<b>TOTAL (Excluding Letter of Credit &amp; Additional Units Option Prices):</b>				\$ _____

**INVITATION TO TENDER NO. PS08064  
SUPPLY AND DELIVERY OF TWO (2) BULLDOZERS  
PART E - TENDER FORM**

3.1 Options:

Item	Qty.	Description	Unit Price	Total
a.	2	Radiator (Specification Item 1, Section H.1)	\$_____	\$_____
b.	2	Cooling (Specification Item 1, Section H.2)	\$_____	\$_____
c.	2	Extended Warranty (Specification Item 1, Section H.3)	\$_____	\$_____
d.	2	Winch (Specification Item 1, Section H.4)	\$_____	\$_____
e.	2	Belly Pans (Specification Item 1, Section H.5)	\$_____	\$_____
f.	2	Auto Lubrication System (Specification Item 1, Section H.6)	\$_____	\$_____
g.	2	Guaranteed Buy Back, 6 years or 1300 hours of service/year (Specification Item 1, Section H.7)	\$_____	\$_____
			6 year	
h.	2	Suggested Alternative Track (Specification Item 1, Section H.8)	\$_____	\$_____
i.	2	Additional Final Drive Guarding (Specification Item 1, Section H.9)	\$_____	\$_____
j.	2	Cab Heater (Specification Item 1, Section H.10)	\$_____	\$_____
k.	2	Additional Cab Filtration and Pressurization (Specification Item 1, Section H.11)	\$_____	\$_____
l.	2	Additional Mechanic Training (Specification Item 1, Section H.12)	\$_____	\$_____
m.	2	Other suggested options (Specification Item 1, Section H.13)	\$_____	\$_____

**TOTAL:**

**INVITATION TO TENDER NO. PS08064  
SUPPLY AND DELIVERY OF TWO (2) BULLDOZERS  
PART E - TENDER FORM**

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**4.0 Other - Delivery**

4.1 Units shall be delivered to the Delivery Site at:

Manitoba Yards  
250 West 70<sup>th</sup> Avenue  
Vancouver, BC  
V5X 2X1

Attention: Paul de Montreuil, EIT

**5.0 Sub-contractors**

5.1 Sub-contractors to be used in the performance of the Contract are listed below. (If no sub-contractors will be used, indicate "Not Applicable").

Company Name, Address	Contact Name	Telephone No.	Area of Responsibility

**INVITATION TO TENDER NO. PS08064  
SUPPLY AND DELIVERY OF TWO (2) BULLDOZERS  
PART E - TENDER FORM**

---

**6.0 Tenderer's Declaration**

The undersigned Tenderer confirms that it has read and agreed to the Requirements of this ITT and that any and all deviations have been clearly noted.

The Tenderer agrees that if this Tender is accepted within one hundred and twenty (120) calendar days from the Closing Time, the undersigned Tenderer agrees to supply the City of Vancouver with all or any part of the items upon which prices are stated, at the price set opposite each item and to deliver the same at the designated point or points within the time specified, and in accordance with the Requirements set out in this Tender.

\_\_\_\_\_

Authorized Signatory for the Tenderer

\_\_\_\_\_

Date

\_\_\_\_\_

Name and Title (*please print*)

**7.0 Acceptance of Tender**

**ACCEPTANCE**

Date of Acceptance \_\_\_\_\_

The City hereby accepts the Tender for

(a) the supply and delivery of the goods, materials, equipment and/or services [Insert "described herein" or "that portion of the goods, materials, equipment and/or services set out below: [List Here]"; and

(b) the Letter of Credit in the amount of [Insert "\$250,000", "\$500,000" or "NIL-DELETED" as applicable]

(c) Option to Purchase Additional Units [Insert "Included" or Deleted"]

(d) the following Options: [Insert any and all other Tendered Options which City has elected to include here]

at the prices and on the Terms and Conditions set forth in the Tender:

City of Vancouver, by its authorized signatory:

Approved for Director of Legal Services:

\_\_\_\_\_



Invitation To Tender  
No. PS08064  
Supply and Delivery of Two (2) Bulldozers

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To acknowledge your intent to submit a Tender, and to ensure that you receive the required information, please submit this form to the person identified below before close of business day, **Tuesday May 6<sup>th</sup>, 2008** (the "Response Notification Deadline").

Wen Shi  
Administrative Assistant  
City of Vancouver  
Fax: (604) 873-7057  
Email: purchasing@vancouver.ca

Your details:

Proponent's Name: \_\_\_\_\_  
"Proponent"

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

E-mail: \_\_\_\_\_ Incorporation Date: \_\_\_\_\_

Our company **WILL**  / **WILL NOT**  submit a Tender for  
"ITT PS08064 - Supply and Delivery of Two (2) Bulldozers"  
by the Closing Time of Tuesday, May 13<sup>th</sup>, 2008 at 3:00:00 P.M.

\_\_\_\_\_  
Authorized Signatory and Name of Company (Please print)

\_\_\_\_\_  
E-mail Address (Please print)

\_\_\_\_\_  
Date



CERTIFICATE OF EXISTING INSURANCE TO BE COMPLETED AND SUBMITTED ALONG WITH PROPOSAL/TENDER

Section 2 through 8 - to be completed by the Insurer or its Authorized Representative

1. THIS CERTIFICATE IS ISSUED TO: City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4 And certifies that the insurance policy (policies) as listed herein has been issued to the Named Insured and is in full force and effect as of the effective date of the agreement described below.

NAMED INSURED (must be the same name as the proponent/bidder and is either an individual or a legally incorporated company)

BUSINESS TRADE NAME or DBA DOING BUSINESS AS

BUSINESS ADDRESS

DESCRIPTION OF OPERATION

3. PROPERTY INSURANCE (All Risks Coverage including Earthquake and Flood)

INSURER, TYPE OF COVERAGE, POLICY NUMBER, POLICY PERIOD, Insured Values (Replacement Cost) - Building and Tenants Improvement, Contents and Equipment, Deductible Per Loss

4. COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)

Including the following extensions: Personal Injury, Property Damage including Loss of Use, Products and Completed Operations, Cross Liability or Severability of Interest, Employees as Additional Insureds, Blanket Contractual Liability, Non-Owned Auto Liability. Includes fields for INSURER, POLICY NUMBER, POLICY PERIOD, and Limits of Liability (Bodily Injury and Property Damage Inclusive) - Per Occurrence, Aggregate, All Risk Tenant's Legal Liability, Deductible Per Occurrence.

5. AUTOMOBILE LIABILITY INSURANCE for operation of owned and/or leased vehicles

INSURER, POLICY NUMBER, POLICY PERIOD, Limits of Liability - Combined Single Limit. Note: If vehicles are insured by ICBC, complete and provide Form APV-47.

6. UMBRELLA OR EXCESS LIABILITY INSURANCE

INSURER, POLICY NUMBER, POLICY PERIOD, Limits of Liability (Bodily Injury and Property Damage Inclusive) - Per Occurrence, Aggregate, Self-Insured Retention

7. PROFESSIONAL LIABILITY INSURANCE

INSURER, POLICY NUMBER, POLICY PERIOD, Limits of Liability - Per Occurrence/Claim, Aggregate, Deductible Per Occurrence/Claim

If the policy is in a "Claims Made Form", please specify the applicable Retroactive Date:

8. OTHER INSURANCE

TYPE OF INSURANCE, INSURER, POLICY NUMBER, POLICY PERIOD, Limits of Liability - Per Occurrence, Aggregate, Deductible Per Loss. Includes a second set of fields for TYPE OF INSURANCE, INSURER, POLICY NUMBER, POLICY PERIOD, and Limits of Liability - Per Occurrence, Aggregate, Deductible Per Loss.

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

Dated

PRINT NAME OF INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER



CERTIFICATE OF INSURANCE

Section 8 b) - to be completed by City staff. Select # of days Written Notice is required.  
 Section 2 through 7 - to be completed by the Insurer or its Authorized Representative

1. THIS CERTIFICATE IS ISSUED TO: City of Vancouver, 453 W 12<sup>th</sup> Avenue, Vancouver, BC, V5Y 1V4  
*And certifies that the insurance policies as listed herein have been issued to the Named Insured(s) and are in full force and effect as of the effective date of the agreement described below.*
2. NAMED INSURED: *(must be the same name as the Permittee/Licensee or Party(ies) to Contract and is either an individual or a legally incorporated company)*

MAILING ADDRESS: \_\_\_\_\_

LOCATION ADDRESS: \_\_\_\_\_

DESCRIPTION OF OPERATION, CONTRACT, AGREEMENT, LEASE, PERMIT OR LICENSE: \_\_\_\_\_

3. PROPERTY INSURANCE naming the City of Vancouver as a Named Insured and/or Loss Payee with respect to its interests (All Risks Coverage including Earthquake and Flood) **INSURED VALUES: (Replacement Cost)**  
 INSURER: \_\_\_\_\_ Building and Tenants Improvement: \$ \_\_\_\_\_  
 TYPE OF COVERAGE: \_\_\_\_\_ Contents and Equipment: \$ \_\_\_\_\_  
 POLICY NUMBER: \_\_\_\_\_ Deductible Per Loss: \$ \_\_\_\_\_  
 POLICY PERIOD: From \_\_\_\_\_ to \_\_\_\_\_

4. COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form) Including the following extensions: **LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)**  
 Personal Injury  
 Products and Completed Operations  
 Cross Liability or Severability of Interest  
 Employees as Additional Insureds  
 Blanket Contractual Liability  
 Non-Owned Auto Liability  
 INSURER: \_\_\_\_\_ Per Occurrence: \$ \_\_\_\_\_  
 POLICY NUMBER: \_\_\_\_\_ Aggregate: \$ \_\_\_\_\_  
 POLICY PERIOD: From \_\_\_\_\_ to \_\_\_\_\_ All Risk Tenant's Legal Liability: \$ \_\_\_\_\_  
 Deductible Per Occurrence: \$ \_\_\_\_\_

5. AUTOMOBILE LIABILITY INSURANCE for operation of owned and/or leased vehicles  
 INSURER: \_\_\_\_\_ **LIMITS OF LIABILITY:**  
 POLICY NUMBER: \_\_\_\_\_ Combined Single Limit: \$ \_\_\_\_\_  
 POLICY PERIOD: From \_\_\_\_\_ to \_\_\_\_\_ *If vehicles are insured by ICBC, complete and provide Form APV-47.*

6.  UMBRELLA OR  EXCESS LIABILITY INSURANCE **LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)**  
 INSURER: \_\_\_\_\_ Per Occurrence: \$ \_\_\_\_\_  
 POLICY NUMBER: \_\_\_\_\_ Aggregate: \$ \_\_\_\_\_  
 POLICY PERIOD: From \_\_\_\_\_ to \_\_\_\_\_ Self-Insured Retention: \$ \_\_\_\_\_

7. OTHER INSURANCE (e.g. Boiler & Machinery, Business Interruption, Crime, etc.) - Please specify Name of Insurer(s), Policy Number, Policy Period, and Limit

8. POLICY PROVISIONS:  
*Where required by the governing contract, agreement, lease, permit or license, it is understood and agreed that:*
  - a) *The City of Vancouver, its officials, officers, employees, servants and agents have been added as Additional Insureds with respect to liability arising out of the operation of the Named Insured pursuant to the governing contract, agreement, lease, permit or license;*
  - b) *SIXTY (60) days written notice of cancellation or material change resulting in reduction of coverage with respect to any of the policies listed herein, either in part or in whole, will be given by the Insurer(s) to the Holder of this Certificate; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply;*
  - c) *The insurance policy (policies) listed herein shall be primary with respect to all claims arising out of the operation of the Named Insured. Any insurance or self-insurance maintained by the City of Vancouver shall be in excess of this insurance and shall not contribute to it.*

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE \_\_\_\_\_ Dated: \_\_\_\_\_

PRINT NAME OF INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER \_\_\_\_\_



1.0 Detailed Equipment Specifications and Compliance Matrix

<p style="text-align: center;"><b>Item 1 [180 HP LANDFILL BULLDOZERS]</b></p> <p style="text-align: center;"><b>Specifications</b></p> <p style="text-align: center;"><i>(Tenderers: do not write in this section)</i></p>	<p><b>Make:</b></p> <hr/> <p><b>Model No.</b></p> <hr/> <p><b>Year:</b></p> <hr/> <p><b>Tenderers to indicate compliance or deviations with specifications below</b></p>
<p><b>A. GENERAL</b></p> <p>Bulldozers to be used at the Vancouver Landfill in Delta, B.C. Two (2) units are required; one (1) for road construction and cover grading, and one (1) machine for final cover grading. Road construction will consist of pushing “minus 6 inch” crushed material, primarily crushed concrete and other construction material, and pushing other slab-type construction material (concrete, asphalt, and wood) through use of a 6 way blade. Cover grading will consist of spreading material over short distances with little pushing. Both machines will come complete with rear winch.</p> <p>Units to meet all requirements of the WorkSafeBC Rules.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> <li>1. Make and model for each unit.</li> <li>2. If units meet WorkSafeBC Rules.</li> </ol>	
<p><b>1. Operating Weight</b></p> <p>To be a minimum of 19,000 kg (42,000 lbs) including fluids, ROPS, and all equipment per this specification.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> <li>1. Operating Weight.</li> <li>2. If a counterweight is required when a winch is not installed.</li> </ol>	
<p><b>2. Dimensions</b></p> <p><u>State:</u></p> <ol style="list-style-type: none"> <li>1. Length including dozer blade.</li> <li>2. Width of machine excluding blade.</li> <li>3. Height to top of cab or ROPS.</li> <li>4. Track gauge.</li> <li>5. Centre to centre of sprockets.</li> <li>6. Ground clearance.</li> </ol>	

<p style="text-align: center;"><b>Item 1 [180 HP LANDFILL BULLDOZERS]</b></p> <p style="text-align: center;"><b>Specifications</b></p> <p style="text-align: center;"><i>(Tenderers: do not write in this section)</i></p>	<p><b>Make:</b></p> <hr/> <p><b>Model No.</b></p> <hr/> <p><b>Year:</b></p> <hr/> <p><b>Tenderers to indicate compliance or deviations with specifications below</b></p>
<p>3. <u>Drawbar Pull</u></p> <p>Drawbar pull of approximately 11,400 kg (25, 000 lbs) at 3 km/h (2 mph).</p> <p><u>State:</u> Theoretical drawbar pull at stall and at 3 km/h.</p>	
<p>4. <u>Tractor Guarding</u></p> <p>Extra heavy-duty guards for:</p> <ol style="list-style-type: none"> <li>1. Crankcase c/w removable belly pans for clean out and oil drain, prefer hinged belly pans</li> <li>2. Track rollers.</li> <li>3. Final drives</li> <li>4. Radiator; guard to be split, hinged and latch locked (not bolted).</li> <li>5. Any seals which are susceptible to damage caused by wire on tracks.</li> </ol> <p><u>State:</u> Type of Guards offered for above.</p>	
<p>5. <u>Cab</u></p> <p>Enclosed weather proof ROPS cab c/w heater, AM/FM radio c/w minimum 16 amp rated 24-12 volt converter, filtered fresh air pressurizer, air conditioner, defroster, and windshield wipers. All interior panels to be lined with sound suppression foam. Cab must be pressurized.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> <li>1. If ROPS certified.</li> <li>2. If cab pressurized.</li> <li>3. What sound suppression is supplied.</li> <li>4. Make &amp; model of air conditioner.</li> <li>5. Location of air conditioner unit.</li> </ol>	

<p style="text-align: center;"><b>Item 1 [180 HP LANDFILL BULLDOZERS]</b></p> <p style="text-align: center;"><b>Specifications</b></p> <p style="text-align: center;"><i>(Tenderers: do not write in this section)</i></p>	<p><b>Make:</b></p> <hr/> <p><b>Model No.</b></p> <hr/> <p><b>Year:</b></p> <hr/> <p><b>Tenderers to indicate compliance or deviations with specifications below</b></p>
<p>6. <u>Cab Guarding</u></p> <p>Heavy-duty hinged screens protecting rear windows.</p> <p><u>State:</u> What is offered.</p>	
<p>7. <u>Seat</u></p> <p>Air suspension type high back heavy duty operator’s seat, complete with 6-way adjustment for comfort - forward/rear, up/down and fully adjustable lumbar support. Seat shall be constructed of good quality, easy care, heavy-duty knitted vinyl type material. Seat shall be fitted with adjustable arm rests and a seat belt in compliance with WorkSafeBC Rule 16.32.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> <li>1. Make and type of seat in conformance with minimum safety specifications.</li> <li>2. If in full compliance, including seatbelt, of WorkSafeBC rules.</li> <li>3. If adjustable arm rests provided.</li> </ol>	
<p>8. <u>Controls</u></p> <p>Joy stick controls for machine movement and blade operation are required. Gear/speed selection to be done with the joy-stick.</p> <p><u>State:</u> Number of hand controls and number of foot controls and their functions.</p>	
<p>9. <u>Backup Alarm</u></p> <p>Backup alarm of the variable output type such that the alarm maintains a 10 dB higher level than the ambient conditions is required.</p> <p><u>State:</u> Make and model.</p>	

<p style="text-align: center;"><b>Item 1 [180 HP LANDFILL BULLDOZERS]</b></p> <p style="text-align: center;"><b>Specifications</b></p> <p style="text-align: center;"><i>(Tenderers: do not write in this section)</i></p>	<p><b>Make:</b></p> <p><b>Model No.</b></p> <p><b>Year:</b></p> <p><b>Tenderers to indicate compliance or deviations with specifications below</b></p>
<p>10. <u>Horn</u></p> <p>One truck style air horn.</p>	
<p>11. <u>Keys</u></p> <p>Four (4) sets to be provided</p>	
<p>B. <u>UNDERCARRIAGE</u></p> <p>1. <u>Ground Pressure</u></p> <p>Less than 8.0 psi for road construction unit and approximately 5.0 psi for final cover unit.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> <li>1. Length of track on ground for each unit.</li> <li>2. Ground contact area for each unit.</li> <li>3. Ground pressure for each unit.</li> </ol>	
<p>2. <u>Track Shoes</u></p> <p>Extreme service track shoes to be approximately 711 mm (28”) wide with single grouser and clean-out holes for road construction unit, and low pressure track shoes to be approximately 915mm (36”) wide with single grouser and clean-out holes for final cover unit.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> <li>1. Width of shoes offered for each unit.</li> <li>2. Number of shoes each side for each unit.</li> <li>3. Depth of grouser in inches for each unit.</li> <li>4. Weight of each shoe for each unit.</li> <li>5. If clean-out holes provided for each unit.</li> </ol>	

<p style="text-align: center;"><b>Item 1 [180 HP LANDFILL BULLDOZERS]</b></p> <p style="text-align: center;"><b>Specifications</b></p> <p style="text-align: center;"><i>(Tenderers: do not write in this section)</i></p>	<p><b>Make:</b></p> <p><b>Model No.</b></p> <p><b>Year:</b></p> <p><b>Tenderers to indicate compliance or deviations with specifications below</b></p>
<p>3. <u>Track Assembly</u></p> <p>Heavy duty, sealed and lubricated track.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> <li>1. Type provided.</li> <li>2. If pins reversible.</li> </ol>	
<p>4. <u>Idlers</u></p> <p>Disc type, lifetime lubricated idlers, guarded to prevent the accumulation of wire and brush. Hydraulic track tensioner.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> <li>1. What is offered.</li> <li>2. If idlers can be reversed.</li> <li>3. What guards provided.</li> <li>4. How track tension adjusted.</li> </ol>	
<p>5. <u>Track Rollers</u></p> <p>Sealed and lubricated type</p> <p><u>State:</u></p> <ol style="list-style-type: none"> <li>1. Number of rollers.</li> <li>2. Method of lubrication.</li> </ol>	
<p>6. <u>Drive Sprockets</u></p> <p>Guarded to prevent the collection of wire and brush.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> <li>1. Number of segments used.</li> <li>2. What guards provided.</li> </ol>	

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<p><b>C. <u>POWERTRAIN</u></b></p> <p><b>1. <u>Engine</u></b></p> <p>Heavy-duty, four-cycle, water-cooled diesel engine of at least 180 net horsepower at about 2000 RPM (SAE J1349). Unit to come with wet replaceable cylinder liners. The unit must be able to be operated on B5 biodiesel. Prefer unit to operate on B20. Engine must meet U.S.A E.P.A. Certification Tier III Standards. Prefer Tier IV.</p> <p><b>State:</b></p> <ol style="list-style-type: none"> <li>1. Make and Model.</li> <li>2. Configuration.</li> <li>3. Displacement.</li> <li>4. Rated horsepower and RPM.</li> <li>5. Rated torque and RPM.</li> <li>6. If turbo-charged and after-cooled.</li> <li>7. If wet cylinder liners are included.</li> <li>8. Estimated fuel consumption as per manufacturer’s performance manual.             <ol style="list-style-type: none"> <li>a. Litres/hr at low load factor.</li> <li>b. Litres/hr at medium load factor.</li> <li>c. Litres/hr at high load factor.</li> </ol> </li> <li>9. Is the B5 blend of biodiesel an acceptable form of fuel?</li> <li>10. Will the B5 blend of fuel void engine warranty?</li> <li>11. Is the B20 blend of biodiesel an acceptable form of fuel?</li> <li>12. Will the B20 blend of fuel void engine warranty?</li> <li>13. If Engine is Tier III or IV.</li> </ol>	
<p><b>2. <u>Engine Lubrication</u></b></p> <p>Pressure lubrication, oil pump to be fitted with at least two pickups; crankcase to be shaped to facilitate running under any landfill conditions.</p> <p><b>State:</b></p> <ol style="list-style-type: none"> <li>1. Type of lubrication system.</li> <li>2. Number of oil pickups.</li> <li>3. Slope at which engine starts to lose lubrication.</li> </ol>	

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<p>3. <u>Engine Cooling</u></p> <ol style="list-style-type: none"> <li>1. Reversible fan.</li> <li>2. Extra heavy-duty cooling system. Radiator to be of a non-clogging design allowing high volume air flow and clean-up with medium pressure washers. All coolant hoses to be silicone type. Antifreeze required to -30 °C.</li> </ol> <p><u>Prefer:</u> Swing out radiator, if available.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> <li>1. Cooling system capacity.</li> <li>2. Whether reversible fan is offered.</li> <li>3. How clean cooling air is provided.</li> <li>4. Type of coolant hoses.</li> <li>5. Radiator design type.</li> <li>6. If radiator core can withstand cleaning using 1” or 1 ½” water hose at tap pressures. Maximum water pressure for cleaning.</li> <li>7. Accessibility to radiator for cleaning.</li> </ol>	
<p>4. <u>Coolant Additive</u></p> <p>Conventional coolant filtration and purifier system.</p> <p><u>State:</u> Make &amp; model.</p>	

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<p>5. <u>Transmission</u></p> <ol style="list-style-type: none"> <li>1. Power shift type transmission to allow on-the-go shifting.</li> <li>2. At least three (3) forward and three (3) reverse speeds. Reverse speeds to be at least equal to forward speeds.</li> </ol> <p><u>State:</u></p> <ol style="list-style-type: none"> <li>1. Type of transmission.</li> <li>2. Make and model of transmission</li> <li>3. If gear selection can be made on-the-go without damaging the transmission.</li> <li>4. Gradeability.</li> <li>5. Speed range in each gear, forward and reverse.</li> </ol>	
<p>6. <u>Final Drive</u></p> <p><u>State:</u></p> <ol style="list-style-type: none"> <li>1. Type of final drive.</li> <li>2. If free floating.</li> </ol>	
<p>7. <u>Filters</u></p> <ol style="list-style-type: none"> <li>1. Engine oil filter.</li> <li>2. Engine air filter, with visual warning indicator.</li> <li>3. Precleaner “Enginaire” turbo type c/w pre-screen or equal.</li> <li>4. Precleaner for cab air intake c/w pre-screen.</li> <li>5. Fuel filters.</li> <li>6. Transmission oil filter.</li> <li>7. Fuel-water separator “Racor 900” or equal.</li> </ol> <p><u>State:</u></p> <ol style="list-style-type: none"> <li>1. What is offered.</li> <li>2. Make and model of engine air precleaner.</li> <li>3. Make and model of fuel filter.</li> </ol>	



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	Year:
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<p>8. <u>Engine Enclosure</u></p> <p>Engine to be completely enclosed with heavy-duty perforated panels. Any openings required for hoses, cylinder mounts, etc. should be sealed with a flexible cover.</p> <p><u>State:</u> What is offered.</p>	
<p>9. <u>Steering</u></p> <p>Differential type steering to allow full powered turns.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> <li>1. Type of steering system used;</li> <li>2. Number of controls and if foot or hand operated.</li> <li>3. Turn radius without brakes.</li> </ol>	
<p>10. <u>Brakes</u></p> <ol style="list-style-type: none"> <li>1. Oil cooled, full power self-adjusting brakes.</li> <li>2. To meet WorkSafeBC Rules.</li> </ol> <p><u>State:</u></p> <ol style="list-style-type: none"> <li>1. Type of service brake system offered.</li> <li>2. Type of park brake offered.</li> <li>3. If in compliance with WorkSafeBC Rules.</li> </ol>	
<p>11. <u>Fuel Tank</u></p> <p>To provide minimum of 10 continuous hours of operation at medium duty cycle. Tank to be full upon delivery.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> <li>1. Fuel tank capacity.</li> <li>2. Hours of continuous operation at medium duty cycle.</li> </ol>	

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<p>12. <u>Chassis Lubrication</u></p> <p>Lubrication chart to be affixed inside cab listing all lubrication points and detailing the recommended oil and grease products for each system. All hard to reach and under body grease points to be extended out and grouped for easy access from ground level.</p> <p><u>State:</u> What is offered.</p>	
<p>13. <u>Lubricant Compatibility</u></p> <p>The City currently utilises AW46 for hydraulic oil, 10W40 for engine oil and T04-W30 for transmission and most differential and final drive applications.</p> <p><u>State :</u> Whether unit offered can use the above grade oils and still be covered under warranty. If not, state appropriate grade oil for application.</p> <ul style="list-style-type: none"> <li>i. Hydraulics</li> <li>ii. Engine</li> <li>iii. Differential/Final Drives</li> <li>iv. Transmission</li> </ul>	
<p>14. <u>External Engine Shutdown</u></p> <p>To shut down engine in the event of an emergency. ¼ turn manual shut-off valve to be installed on the fuel line with easy access from ground at the left rear corner of the machine.</p> <p><u>State:</u> What is offered.</p>	
<p>15. <u>Automatic Engine Shutdown</u></p> <p>5 minute automatic engine shut down when unit not in operation. Timer style preferred.</p> <p><u>State:</u> What is offered.</p>	

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<p>D. <u>ELECTRICAL</u></p> <p>1. <u>Alternator</u></p> <p>24-volt electrical system c/w heavy-duty alternator minimum 60 ampere output.</p> <p><u>Prefer:</u> higher output alternator</p> <p><u>State:</u></p> <ol style="list-style-type: none"> <li>1. Make and model.</li> <li>2. Operating voltage and maximum output in amps.</li> </ol>	
<p>2. <u>Battery</u></p> <p>A minimum of two (2) heavy-duty batteries CAT type 3T5760 or equivalent are required. Maintenance free type, if available.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> <li>1. Number of batteries and voltage of each.</li> <li>2. Cold cranking amps and reserve capacity ratings.</li> <li>3. Type offered.</li> </ol>	
<p>3. <u>Lights</u></p> <ol style="list-style-type: none"> <li>1. Six forward and four rearward adjustable halogen floodlights, "Hobbs 72540-11" or equal</li> <li>2. Front and Rear lights to be separately switched</li> </ol> <p><u>State:</u></p> <ol style="list-style-type: none"> <li>1. Compliance</li> <li>2. Make/ Model</li> <li>3. Wattage of each light</li> <li>4. Locations</li> </ol>	

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<p>4. <u>Gauges</u></p> <ol style="list-style-type: none"> <li>1. Fuel gauge.</li> <li>2. Voltmeter.</li> <li>3. Hour meter.</li> <li>4. Engine temperature.</li> <li>5. Engine oil pressure.</li> <li>6. Transmission temperature.</li> <li>7. Torque converter temperature.</li> <li>8. Hydraulic oil temperature.</li> <li>9. Tachometer</li> <li>10. All instruments are to be lighted.</li> </ol> <p><u>State:</u> What is offered.</p>	
<p>5. <u>Engine Alarms</u></p> <p>An audible and visual alarms in case of low oil pressure and low oil level, low coolant level and high engine block temperature is required.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> <li>1. What conditions are monitored.</li> <li>2. Make and model of system.</li> </ol>	

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<p>E. <u>ACCESSORIES</u></p> <p>1. <u>Dozer Blade</u></p> <p>6 way blade approximately 3950mm wide x 1219mm high (13' x 4') for road construction unit. Straight dozer blade approximately 3950 mm wide x 1100 mm high (13'-0" x 3'-7") with power tilt for final cover grading unit.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> <li>1. What movements are powered on each unit.</li> <li>2. Blade length for each unit.</li> <li>3. Blade height for each unit.</li> <li>4. Dig depth below grade for each unit.</li> <li>5. Clearance height above grade for each unit.</li> <li>6. Blade lift available right side for each unit.</li> <li>7. Blade lift available left side for each unit.</li> </ol>	
<p>2. <u>Cutting Edges</u></p> <p>Replaceable, bolt-on type cutting edges, a minimum of 3/4" thick.</p> <p><u>Prefer:</u> 1" thick cutting edges</p> <p><u>State:</u></p> <ol style="list-style-type: none"> <li>1. Whether reversible.</li> <li>2. Width and thickness.</li> <li>3. Are these a standard stock item?</li> </ol>	
<p>3. <u>Tow Hook</u></p> <p>Two tow hooks, one each side on the back of blade. Inside diameter to be approximately 75 mm (3"), opening to be approximately 65 mm (2 1/2") to the rear.</p>	

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<p>4. <u>Winch</u></p> <p>Single drum, rear mount with a minimum of 30m (100ft) cable fitted with a hook. Rated bare drum line pull to be at least 22,700 kg (50,000 lbs).</p> <p><u>State:</u></p> <ol style="list-style-type: none"> <li>1. Make &amp; model of winch offered.</li> <li>2. Maximum rating in pounds.</li> <li>3. Rating when pulling on final wrap.</li> <li>4. How driven.</li> <li>5. Type of safety catch on winch.</li> <li>6. Cable type and size.</li> <li>7. Hook type and size.</li> </ol>	
<p>F. <u>Hydraulic System</u></p> <p>1. <u>Pump</u></p> <p>Premium quality pump(s)</p> <p><u>State:</u></p> <ol style="list-style-type: none"> <li>1. Make, model and type.</li> <li>2. If more than one pump, state function of each.</li> <li>3. Capacity of each pump.</li> <li>4. Rated pressure of each pump.</li> <li>5. Operating pressure of each pump.</li> </ol>	
<p>2. <u>Piping</u></p> <p>Steel tubing to be used where feasible in all exposed locations. Where hydraulic hose is used some type of hose guarding should protect it.</p> <p><u>State:</u> What is offered.</p>	

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<p>3. <u>Oil Reservoir</u></p> <p>To be complete with filtered filler, clean out/inspection access and sight glass.</p> <p><u>Prefer:</u></p> <p>Magnetic drain plug and sealed or pressurized system</p> <p><u>State:</u></p> <ol style="list-style-type: none"> <li>1. System capacity.</li> <li>2. Reservoir capacity.</li> <li>3. If pressurized.</li> <li>4. If magnetic drain plug is provided.</li> </ol>	
<p>4. <u>Filter</u></p> <p>Return line cartridge type filter c/w restriction indicator. Filtration to be not more than 10 micron.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> <li>1. Particle filtration size in microns.</li> <li>2. Minimum filtration size in microns that will allow the system to operate.</li> <li>3. Where filter is located in hydraulic system</li> <li>4. Make and model of filter.</li> <li>5. If supplied with a restriction indicator.</li> <li>6. If any other filtration included.</li> <li>7. If any further filtration recommended.</li> </ol>	
<p>5. <u>Oil Cooler</u></p> <p><u>State:</u> What is offered.</p>	
<p>6. <u>Valving</u></p> <p>Joy stick control c/w “float” position</p> <p><u>State:</u> What is offered.</p>	

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<p>7. <u>Lift Cylinders</u></p> <p>High quality cylinders c/w hard chromed rods.</p> <p><u>State:</u> Make, model, number, bore, stroke and rod diameter.</p>	
<p>8. <u>Tilt Cylinders</u></p> <p>High quality cylinders c/w hard chromed rods.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> <li>1. Make, model, number, bore, stroke and rod diameter.</li> <li>2. If tilt cylinders are regular stock item at local dealership.</li> </ol>	



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<p><b>G. OTHER</b></p> <p><b>1. <u>48 Hour Service/Parts/Warranty Guarantee</u></b></p> <p>A minimum one year warranty and a parts availability guarantee for the life of the unit shall be applicable to the tendered unit. If unit experiences downtime greater than 48 consecutive hours (not business hours) due to parts availability, and/or warranty related defects, the contractor shall provide the City an equivalent machine or compensate the City of Vancouver the cost of a replacement rental for the downtime in excess of 48 consecutive hours. If unit is down due to warranty related defect, the contractor shall be responsible for all expenses including cartage to an appropriate repair facility. Contractor to ensure 48 hour machine/parts guarantee in writing. Contractor to ensure 48 hour service guarantee in writing. Local product support must be available in the Lower Mainland area through an established dealership.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> <li>1. Supplier warrantable period.</li> <li>2. Hours of day parts service is available.</li> <li>3. Nearest factory depot.</li> <li>4. Dollar value of parts stocked locally by your firm for unit offered.</li> <li>5. If 48 hour machine/parts guarantee supplied.</li> <li>6. If 48 hour service guarantee supplied.</li> <li>7. If local product support is available.</li> <li>8. Name and location of dealership.</li> </ol>	

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<p>2. <u>Manuals and Training Aids</u>                  The following to be made available to the City of Vancouver authorized representative as noted in this document:</p> <ul style="list-style-type: none"> <li>• Four (4) copies parts manuals - CD-ROM acceptable alternate;</li> <li>• Four (4) copies service manuals - alternatively CD-ROM;</li> <li>• <u>Prefer</u> secured access to manufactures website where the above information is available at all times;</li> <li>• Four (4) set operator manuals;</li> <li>• If available, any audio-visual aids such as videotape which will assist, advise/instruct operators and mechanics should be available on an ongoing basis;</li> </ul> <p>Wherein the engine, transmission or other related components may not be included in the vehicle manuals (Parts and Service), those additional manuals specific to the components, shall be included at time of delivery as well.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> <li>1. What is offered.</li> <li>2. If internet access is available and address</li> </ol>	

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<p>3. <u>Training</u></p> <p>The following training is to be supplied by the successful contractor at the Manitoba Works Yard located at 250 West 70<sup>th</sup> Avenue, Vancouver B.C.</p> <ol style="list-style-type: none"> <li>1. 1 day instruction for the operators, for both day and afternoon shifts, by competent factory personnel prior to in-service as well as follow-up session 30 days after in-service.</li> <li>2. 1 day instruction for the City’s mechanics (separate from operators), for both day and afternoon shifts, by competent factory personnel prior to in-service.</li> <li>3. 1 day training for City’s mechanics, for both day and afternoon shifts, on control systems and electronics diagnosis by competent factory personnel prior to in-service.</li> </ol> <p><u>State:</u> What is offered.</p>	
<p>4. <u>Preventative Maintenance Schedule</u></p> <p>A complete check-off style preventative maintenance schedule as recommended by the manufacturer to ensure satisfactory service and long life is to be supplied by the successful contractor.</p> <p><u>State:</u> What is offered.</p>	

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<p>5. <u>Machines of this Make and Model</u></p> <p>The City’s prior experience with the tendered make and class of unit or experiences of other reputed users of the unit whose opinion the City values will be a prime consideration in the selection of the unit. The City will not accept a unit that has served less than 5 years of service life through a reputable reference. References must have demonstrated experience in a similar construction/material handling area as the City. The references must also have experience using other makes and models of equipment in the class of the tendered unit.</p> <p><u>State:</u> Number of machines in British Columbia of this make and model.</p> <p><u>Provide:</u> At least three (3) names (and contact information) for references and the number of years that the references have operated the tendered unit.</p>	
<p>6. <u>Demonstration</u></p> <p>A demonstration will be required at the Burns Bog Landfill. The City is not liable for cleaning, modification, cartage or other charges in the event a contract is not awarded to vendor as a result of the demonstration.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> <li>1. Compliance.</li> <li>2. Notice needed for demonstration, if requested.</li> <li>3. Proposed location of demonstration, if requested</li> </ol>	
<p>7. <u>Delivery</u></p> <p>To 250 West 70<sup>th</sup> Avenue, Vancouver B.C.</p> <p><u>State:</u> Number of weeks from date of order to date of delivery.</p>	

<p style="text-align: center;"><b>Item 1 [180 HP LANDFILL BULLDOZERS]</b></p> <p style="text-align: center;"><b>Specifications</b></p> <p style="text-align: center;"><i>(Tenderers: do not write in this section)</i></p>	<p><b>Make:</b></p> <hr/> <p><b>Model No.</b></p> <hr/> <p><b>Year:</b></p> <hr/> <p><b>Tenderers to indicate compliance or deviations with specifications below</b></p>
<p>8. <u>Noise Level</u></p> <p>Maximum noise levels in the enclosed cab at the operator’s ear position to be not more than 82 dBA. All available interior and exterior factory installed sound suppression systems to be included.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> <li>1. Noise level in cab under full load with doors and windows closed (in dBa) and standard used for noise level measurement.</li> <li>2. What sound suppression systems are supplied.</li> </ol>	
<p>H. <u>OPTIONAL EQUIPMENT</u></p> <p><u>Note:</u> Prices shall be shown in the Schedule of Quantities &amp; Prices only.</p> <p>1. <u>Radiator</u></p> <p>An alternate radiator configuration that would simplify clean up.</p> <p><u>State:</u> What is offered.</p>	
<p>2. <u>Cooling</u></p> <p>Any option that would enhance cooling capability or decrease cooling maintenance.</p> <p><u>State:</u> What is offered.</p>	
<p>3. <u>Extended Warranty</u></p> <p>Provide fully detailed extended warranty options for:</p> <ol style="list-style-type: none"> <li>1. Machine</li> <li>2. Power-train.</li> <li>3. Hydraulics</li> </ol>	

<p align="center"><b>Item 1 [180 HP LANDFILL BULLDOZERS]</b></p> <p align="center"><b>Specifications</b></p> <p align="center"><i>(Tenderers: do not write in this section)</i></p>	<p><b>Make:</b></p> <hr/> <p><b>Model No.</b></p> <hr/> <p><b>Year:</b></p> <hr/> <p><b>Tenderers to indicate compliance or deviations with specifications below</b></p>
<p>4. <u>Winch</u></p> <p>If available, to supply a used winch meeting Specification E-4.</p>	
<p>5. <u>Belly Pans</u></p> <p>Powered type.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> <li>1. Type and powering method.</li> <li>2. Which pans are powered.</li> </ol>	
<p>6. <u>Auto Lubrication System</u></p> <p>Auto lubrication system to cover all main lubrication points. Prefer a Groeneveld CPL system.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> <li>1. Make and model of auto lubrication system</li> <li>2. Number and location of lube points covered by system</li> <li>3. If all lube points on dozer are lubed by system. If not, state which points are not covered.</li> <li>4. If lubrication chart will be provided with machine.</li> </ol>	
<p>7. <u>Guaranteed Buy Back</u></p> <p>Guaranteed buy back after 6 years of service. (Approx. 1300 hours of service per year)</p> <p><u>State:</u></p> <p>What is offered.</p>	
<p>8. <u>Suggested Alternative Track</u></p> <p>If any suggested alternative tracks are available that provide benefits such as reduced wear.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> <li>1. What is offered.</li> <li>2. If reduced track wear is expected, what is the expected increase in track life.</li> </ol>	

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<p>9. <u>Additional Final Drive Guarding</u></p> <p><u>State:</u> What is offered.</p>	
<p>10. <u>Cab Heater</u></p> <p>Engine off auxiliary cab air heater that runs on diesel.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> <li>1. What is offered.</li> <li>2. If heater will run on biodiesel.</li> </ol>	
<p>11. <u>Additional Cab Filtration and Pressurization</u></p> <p>If available, additional cab filtration and pressurization to minimize dust entering the cab. Base pressurization and filtration requirements are set in section A.5. This option would enhance the base pressurization feature.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> <li>1. What is offered.</li> <li>2. How it differs from the standard pressurization and filtration system.</li> </ol>	
<p>12. <u>Additional Mechanic Training</u></p> <p><u>State :</u> What is offered in addition to training in section G.3.</p>	
<p>13. <u>Any other suggested options</u></p>	