



INVITATION TO TENDER ("ITT") PS09064

SUPPLY AND DELIVERY OF ONE (1) ONLY WHEEL LOADER

Tenders will be received in the Purchasing Services Office, 3rd Floor, Suite #320, East Tower, 555 West 12th Avenue, Vancouver, British Columbia, Canada, V5Z 3X7 prior to the Closing Time: 3:00:00 P.M. Vancouver Time (as defined in Note 2 below), Tuesday, March 31, 2009 and registered at 11:00:00 A.M Wednesday April 1, 2009.

NOTES:

1. Tenders are to be in sealed envelopes or packages marked with the Tenderer's Name, the ITT Title and Number.
2. Closing Time and Vancouver Time will be conclusively deemed to be the time shown on the clock used by the City's Purchasing Services Office for this purpose.
3. The City's Purchasing Services Office is open on Business Days 8:30 A.M. to 4:30 P.M. Vancouver Time and closed Saturdays, Sundays, and holidays.
4. DO NOT SUBMIT BY FAX.

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

Julia Johnston
Buyer

Fax: 604.873.7057 E-mail: purchasing@vancouver.ca

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PART A - INSTRUCTIONS TO TENDERERS**

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 Tenders are invited for the supply and delivery of one (1) only wheel loader with a rear mounted cab for use in an aggregate handling operation. The primary purpose of this loader is to load trucks, maintain stockpiles of various aggregates, occasional towing and general yard clean up 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 3 - *Detailed Equipment Specifications and Compliance Matrix*.

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- Section 11.2, Tenders are irrevocable and therefore the pricing within the Tender is also irrevocable and may not be withdrawn or altered after the Closing Time.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 - Supply 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

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.

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- 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 3 - Detailed Equipment Specifications and Compliance Matrix
- 7.3 Tenders received after the Closing Time or in locations other than the Supply Management 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 three (3) 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:
- 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).

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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.

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

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- 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 be required to demonstrate financial stability. Should the City so request, the Tenderer may be required to provide annual financial reports or a set of financial statements prepared by an accountant, 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;
 - 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 ninety (90) calendar days after the Closing Time, whether or not another Tender has been accepted.

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- 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,
 - b) subject to Section 12.3, the City's purchase order including the standard purchase order terms and conditions (which may be downloaded from 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.

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13.0 Quantities

13.1 The quantities stated in this ITT are the City's best estimates of its requirements and should not be relied on. Actual quantities may vary.

14.0 Brand Names

14.1 Unless otherwise stated, if and wherever the Specifications state a brand name, make, name of manufacturer, trade name, or vendor catalogue number, it is for the purpose of establishing a grade or quality of goods, material, equipment and/or services only. It is not intended to rule out competition from equal brands or makes. If, however, a product other than that specified is offered, it is the Tenderer's responsibility to name such a product in its Tender. Evidence of equality in the form of samples may be requested.

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.

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

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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/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.

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.

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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

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;

“BC Motor Vehicle Legislation” means all British Columbia legislation relating to the equipping and manufacturing of vehicles for operation in British Columbia and includes without limitation and by way of example only, the *Commercial Transport Act*, *Commercial Transport Regulations*, *Motor Vehicle Act*, and *Motor Vehicle Regulations* of British Columbia.

“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, Manitoba Works Yard, 250 West 70th Avenue, Vancouver, B.C., V5X 2X1, unless otherwise stated in this ITT;

“Effective Date” means that date which is seven (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

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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;

"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 - Certificate of Existing Insurance; Appendix 2 - Certificate of Insurance; Appendix 3 - 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 3 - *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 wheel loader (inclusive of 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;

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“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;

“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 5.1 of the 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.

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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, subcontract, 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.

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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 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 Part B - 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

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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 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.

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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).
- 14.3 The Contractor further warrants that for at least one (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

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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 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 defense 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.

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- 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.

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 coverage's 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.

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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

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 (\$5,000) 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 insureds;
- 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.

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20.9 Letter of Credit

- a) A letter of credit (the “Letter of Credit”) may be 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 may be required within seven (7) days of the City’s issuance of a Notice of Award, deliver the Letter of Credit to the City.
- c) If required, 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 Worksafe BC 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 WorkSafe BC 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 WorkSafe BC 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:
 - i) unpaid WorkSafeBC assessments of the Contractor or any other employer for whom the Contractor is responsible under this Contract,
 - ii) 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

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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

- iii) any breach of the Contractor's obligations under this General Condition.

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 Part B - Section 24.1 above as well as any and

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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.

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.

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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 thirty (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 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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PART C - SPECIAL CONDITIONS**

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 may be required to provide a Letter of Credit 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 - Intentionally Omitted

4.0 City's Option to Acquire Optional Equipment/Warranty Coverage

- 4.1 As set out in the Specifications and Part E - *Tender Form*, Section 3.0 - *Schedule of Prices and Quantities*, the City has asked for separate prices, terms and conditions for certain options and warranty coverage.
- 4.2 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) Ability to meet delivery date;
 - e) Demonstration;

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- f) Ergonomics;
- g) Ease of operations; and
- h) Fuel emissions/consumption.

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;
- 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.

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PART D - REQUIREMENTS

[INTENTIONALLY OMITTED]

PLEASE SEE APPENDIX 3

**INVITATION TO TENDER NO. PS09064
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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	

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, Supply Management or designate

Witness

**INVITATION TO TENDER NO. PS09064
SUPPLY AND DELIVERY OF ONE (1) ONLY WHEEL LOADER
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. PS09064
SUPPLY AND DELIVERY OF ONE (1) ONLY WHEEL LOADER
PART E - TENDER FORM**

2.0 References

2.1 The following is a list of references for similar goods, materials, equipment and/or services supplied by the Tenderer to other clients. 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.

Name and Address of Company	Contact Name and Telephone Number	Brief Description of Work and Date Performed

3.0 Schedule of Price and Quantities:

Item	Qty	Description	Unit Price	Total
1	1	Wheel Loader in accordance with the Specifications set out herein. Make: _____ Model Year and No.: _____ Provincial Environmental Levy	\$ _____	\$ _____
			\$ _____	\$ _____
TOTAL:				\$ _____

**INVITATION TO TENDER NO. PS09064
 SUPPLY AND DELIVERY OF ONE (1) ONLY WHEEL LOADER
 PART E - TENDER FORM**

3.1 Separately Priced Items:

Item	Qty.	Description	Unit Price	Total
a.	1	Air Conditioning (Specification Item 1, Section I.1)	\$ _____	\$ _____
b.	1	Noise Suppression (Specification Item 1, Section I.2)	\$ _____	\$ _____
c.	1	Axles (Specification Item 1, Section I.3)	\$ _____	\$ _____
d.	1	Spare tire (Specification Item 1, Section I.4)	\$ _____	\$ _____
e.	1	On Board Scale (Specification Item 1, Section I.5)	\$ _____	\$ _____
f.	1	Scan Diagnostic Tool (Specification Item 1, Section I.6)	\$ _____	\$ _____
g.	1	Extended Warranty (Specification Item 1, Section I.7)	\$ _____	\$ _____
h.	1	Joy Stick Controls for Steering (Specification Item 1, Section I.8)	\$ _____	\$ _____
i.	1	Ride Control or Boom Suspension System (Specification Item 1, Section I.9)	\$ _____	\$ _____
j.	1	Extended Back Plate on Bucket (Specification Item 1, Section I.10)	\$ _____	\$ _____
j.	1	Other Suggested Buckets (Specification Item 1, Section I.11)	\$ _____	\$ _____
k.	1	Additional Mechanic Training (Specification Item 1, Section I.12)	\$ _____	\$ _____
TOTAL				\$ _____

**INVITATION TO TENDER NO. PS09064
SUPPLY AND DELIVERY OF ONE (1) ONLY WHEEL LOADER
PART E - TENDER FORM**

4.0 Other - Intentionally Omitted

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. PS09064
SUPPLY AND DELIVERY OF ONE (1) ONLY WHEEL LOADER
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 ninety (90) 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) Option to Purchase Additional Units [Insert "Included" or Deleted"]

(c) 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:



**CERTIFICATE OF EXISTING INSURANCE
TO BE COMPLETED AND SUBMITTED ALONG WITH 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 _____	Insured Values (Replacement Cost) -
TYPE OF COVERAGE _____	Building and Tenants Improvement \$ _____
POLICY NUMBER _____	Contents and Equipment \$ _____
POLICY PERIOD From _____ to _____	Deductible Per Loss \$ _____

4. COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)

Including the following extensions:

<input checked="" type="checkbox"/> Personal Injury	INSURER _____
<input checked="" type="checkbox"/> Property Damage including Loss of Use	POLICY NUMBER _____
<input checked="" type="checkbox"/> Products and Completed Operations	POLICY PERIOD From _____ to _____
<input checked="" type="checkbox"/> Cross Liability or Severability of Interest	Limits of Liability (Bodily Injury and Property Damage Inclusive) -
<input checked="" type="checkbox"/> Employees as Additional Insureds	Per Occurrence \$ _____
<input checked="" type="checkbox"/> Blanket Contractual Liability	Aggregate \$ _____
<input checked="" type="checkbox"/> Non-Owned Auto Liability	All Risk Tenant's Legal Liability \$ _____
	Deductible Per Occurrence \$ _____

5. AUTOMOBILE LIABILITY INSURANCE for operation of owned and/or leased vehicles with endorsement showing insurance coverage for use of demonstration vehicle by City personnel for evaluation and testing purposes prior to award as per Specification Item 1, Section D. *Demonstration Unit.*

INSURER _____	Limits of Liability -
POLICY NUMBER _____	Combined Single Limit \$ _____
POLICY PERIOD From _____ to _____	<i>If vehicles are insured by ICBC, complete and provide Form APV-47.</i>

6. UMBRELLA OR EXCESS LIABILITY INSURANCE

INSURER _____	Limits of Liability (Bodily Injury and Property Damage Inclusive) -
POLICY NUMBER _____	Per Occurrence \$ _____
POLICY PERIOD From _____ to _____	Aggregate \$ _____
	Self-Insured Retention \$ _____

7. PROFESSIONAL LIABILITY INSURANCE

INSURER _____	Limits of Liability
POLICY NUMBER _____	Per Occurrence/Claim \$ _____
POLICY PERIOD From _____ to _____	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 _____	Limits of Liability
INSURER _____	Per Occurrence \$ _____
POLICY NUMBER _____	Aggregate \$ _____
POLICY PERIOD From _____ to _____	Deductible Per Loss \$ _____
TYPE OF INSURANCE _____	Limits of Liability
INSURER _____	Per Occurrence \$ _____
POLICY NUMBER _____	Aggregate \$ _____
POLICY PERIOD From _____ to _____	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
 [To be completed and submitted by successful Tenderer upon Notice of Award
 in accordance with Part B - Section 20.0]

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 12th 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) LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)
- Including the following extensions:
- | | |
|--|---|
| <input checked="" type="checkbox"/> Personal Injury
<input checked="" type="checkbox"/> Products and Completed Operations
<input checked="" type="checkbox"/> Cross Liability or Severability of Interest
<input checked="" type="checkbox"/> Employees as Additional Insureds
<input checked="" type="checkbox"/> Blanket Contractual Liability
<input checked="" type="checkbox"/> Non-Owned Auto Liability | Per Occurrence: \$ _____

Aggregate: \$ _____

All Risk Tenant's Legal Liability: \$ _____

Deductible Per Occurrence: \$ _____ |
|--|---|
- INSURER: _____
 POLICY NUMBER: _____
 POLICY PERIOD: From _____ to _____

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 _____ | <i>If vehicles are insured by ICBC, complete and provide Form APV-47.</i> |

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
- _____

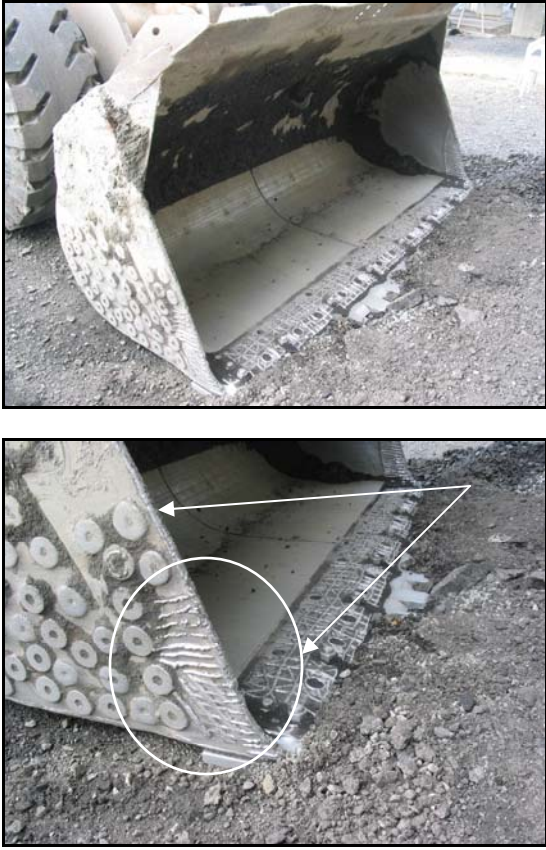
8. POLICY PROVISIONS:
- Where required by the governing contract, agreement, lease, permit or license, it is understood and agreed that:*
- a) *The City of Vancouver, its officials, officers, employees, servants and agents have been added as Additional Insureds with respect to liability arising out of 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.*

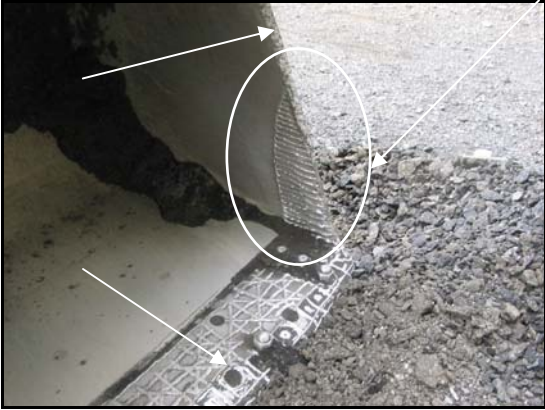
SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE _____

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

<p style="text-align: center;">Item 1 - Wheel Loader Specifications</p> <p style="text-align: center;"><i>(Tenderers: do not write in this section)</i></p>	<p>Make:</p> <hr/> <p>Model No.</p> <hr/> <p>Year:</p> <hr/> <p>Tenderers to indicate compliance or deviations with specifications below</p>
<p>A. GENERAL</p> <p>The City of Vancouver requires an articulated frame design wheel loader with a rear mounted cab for use in an aggregate handling operation. The primary purpose of this loader is to load trucks, maintain stockpiles of various aggregates, occasional towing and general yard clean up. All materials handled have a high density weight and are generally abrasive. This machine shall be able to handle materials with a density of 1650 kg/m³ at 100% fill factor.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. Make, model and year 	
<p>B. BODY & FRAME</p> <p>1. <u>Cab</u> Enclosed weather-proof ROPS cab c/w heater, filtered fresh air pressurizer, AM/FM radio, defroster, windshield wiper and washer. Defroster and wiper to be supplied for rear window. Doors to be capable of being latched open. All glass to be tinted automotive safety type. All interior panels to be lined with sound suppressant foam. Prefer doors to swing open a minimum of 95 °. Good operator visibility around machine is required.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. If ROPS certified. 2. Make and model offered. 3. If windshield wiper offered for rear window. 4. If defroster offered for rear window. 5. Type of doors offered. 6. Accessibility of condenser and evaporator. 7. Heating capacity in BTU/hr. 8. If all windows can be defrosted. 9. Window material. 10. What sound suppression is offered. 11. Make and model of air pressurizer. 12. Size and angle of door in open position. 13. Over hood rear vision to ground. 	

<p style="text-align: center;">Item 1 - Wheel Loader Specifications</p> <p style="text-align: center;"><i>(Tenderers: do not write in this section)</i></p>	<p>Make:</p> <hr/> <p>Model No.</p> <hr/> <p>Year:</p> <hr/> <p>Tenderers to indicate compliance or deviations with specifications below</p>
<p>2. <u>Engine Enclosure</u> Body panelling to enclose engine c/w heavy-duty hinged radiator guard. Prefer a hinged radiator to facilitate cleaning.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. What body panelling is offered. 2. If swing out radiator guard offered. 3. If radiator is hinged. <p><u>Provide:</u> Swing out Radiator Guard Drawing.</p>	
<p>3. <u>Lift Capacity</u> Operating lift capacity to full height to be not less than 50% of tipping load in full turn position (per SAE J732).</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. Lift capacity to maximum height. 	
<p>4. <u>Tipping Load - SAE Rating</u> Not less than 18,500 kg (40,785 lbs) in straight position (assume general purpose bucket).</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. For straight position. 2. For full turn position. 	
<p>5. <u>Breakout Force</u> Bucket breakout force of at least 200kN (44,962 lbs).</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. Breakout force. 	
<p>6. <u>Weight</u> At least 24,500 kg (54,012 lbs).</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. Operating weight. 	

<p>Item 1 - Wheel Loader Specifications</p> <p><i>(Tenderers: do not write in this section)</i></p>	<p>Make:</p> <hr/> <p>Model No.</p> <hr/> <p>Year:</p> <hr/> <p>Tenderers to indicate compliance or deviations with specifications below</p>
<p>7. <u>Bucket</u> Straight edge heavy duty general purpose bucket with a SAE rated capacity (Ref. J742) of at least 4.4 cubic meters (5.75 cubic yards). Bucket width to be greater than tire width, but less than 3353 mm (11'-0"). Bucket sides to be equipped with weld-on wear pucks and two (2) tow hooks located on the back corners. Bucket should include hard surfacing on the inside and outside front edge on the bottom half of the bucket as shown below. Arctec 63 Hardcro electrodes or City of Vancouver approved equal to be used.</p> 	

<p style="text-align: center;">Item 1 - Wheel Loader Specifications</p> <p style="text-align: center;"><i>(Tenderers: do not write in this section)</i></p>	<p>Make:</p> <p>Model No.</p> <p>Year:</p> <p>Tenderers to indicate compliance or deviations with specifications below</p>
<div style="text-align: center;">  </div> <p><u>Provide:</u> Drawings and/or pictures of what will be provided</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. SAE rated (nominal heaped) capacity. 2. Struck capacity. 3. Outside width of bucket. 4. If weld on wear pucks and tow hooks are provided. 5. If hard surfacing is offered as per requirement. 6. What material type is used for hard surfacing. 	
<p>8. <u>Cutting Edges</u> Replaceable abrasion resistant, bolt-on serrated cutting edges. A drawing of the cutting edges shall be submitted with the tender.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. Type of material used. 	
<p>9. <u>Bucket Levelling</u></p> <ol style="list-style-type: none"> 1. Automatic levelling for the loaded bucket from ground to maximum height. 2. Automatic return-to-dig from maximum height to ground. <p><u>State:</u></p> <ol style="list-style-type: none"> 1. What is offered. 2. Type of mechanism used. 	

<p style="text-align: center;">Item 1 - Wheel Loader Specifications</p> <p style="text-align: center;"><i>(Tenderers: do not write in this section)</i></p>	<p>Make:</p>
	<p>Model No.</p>
	<p>Year:</p>
	<p>Tenderers to indicate compliance or deviations with specifications below</p>
<p>10. <u>Dimensions</u></p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. Overall length with bucket on ground. 2. Overall width excluding bucket. 3. Height in travelling position. 4. Height with bucket fully raised. 5. Wheelbase. 6. Ground clearance. 7. Turning radius at outside corner of bucket. 	
<p>11. <u>Dumping Height</u> Dumping height (per SAE No. J732C) to be approximately 3048mm (120 inches). The bucket hinge pin maximum height must be at least 4420mm (174 inches).</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. Dumping height as per SAE J732C. 2. Maximum dump height. 	
<p>12. <u>Lift Arm Clearance at Maximum Lift</u> Minimum 3200mm (126 inches) lift arm clearance at maximum lift.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. Lift arm clearance at maximum lift. 	
<p>13. <u>Reach</u> Minimum reach of approximately 1245 mm (49 inches) at maximum dumping height and 45° discharge.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. Reach at maximum dumping height and 45° discharge. 	
<p>14. <u>Counterweight</u> If any counterweight is necessary.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. Type, location and amount of counterweight used to meet the requirements of this specification. 	

<p style="text-align: center;">Item 1 - Wheel Loader Specifications</p> <p style="text-align: center;"><i>(Tenderers: do not write in this section)</i></p>	<p>Make:</p> <hr/> <p>Model No.</p> <hr/> <p>Year:</p> <hr/> <p>Tenderers to indicate compliance or deviations with specifications below</p>
<p>C. ENGINE</p> <p>1. <u>Engine</u> Heavy-duty diesel engine, water cooled, six cylinder, four cycle type. Minimum of 280 net SAE (J1349) horsepower at a governed speed of approximately 2000 RPM. 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><u>State:</u></p> <ol style="list-style-type: none"> 1. Make and Model. 2. Configuration 3. Displacement. 4. Rated horsepower and RPM. 5. Rated torque and RPM. 6. If turbo-charged and after-cooled. 7. If wet cylinder liners are included. 8. Estimated fuel consumption as per manufacturers performance manual <ol style="list-style-type: none"> a. Litres/hr at low load factor. b. Litres/hr at medium load factor. c. Litres/hr at high load factor. 9. Is the B5 blend of biodiesel an acceptable form of fuel? 10. Will the B5 blend of fuel void engine warranty? 11. Is the B20 blend of biodiesel an acceptable form of fuel? 12. Will the B20 blend of fuel void engine warranty? 13. If Engine is Tier III or IV. 	
<p>2. <u>Cold Starting Aid</u> In cab actuated.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. What is offered. 	
<p>3. <u>Fan</u> Blower type.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. What is offered. 	

<p style="text-align: center;">Item 1 - Wheel Loader Specifications</p> <p style="text-align: center;"><i>(Tenderers: do not write in this section)</i></p>	<p>Make:</p> <hr/> <p>Model No.</p> <hr/> <p>Year:</p> <hr/> <p>Tenderers to indicate compliance or deviations with specifications below</p>
<p>4. <u>Exhaust</u> Heavy-duty sound suppressing muffler, vertical exhaust pipe and rain cap.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. Location and type of muffler. 	
<p>5. <u>Filters</u></p> <ol style="list-style-type: none"> 1. Turbo type air pre-cleaner. 2. Cartridge type air filter c/w restriction indicator. 3. Cartridge type oil filter. 4. Fuel water filter separator “Racor” or City of Vancouver approved equal. <p><u>State:</u></p> <ol style="list-style-type: none"> 1. What is offered. 2. Make and model of pre-cleaner. 3. Make and model of fuel filter. 	
<p>6. <u>Fuel Tank</u> Shall provide a minimum of ten (10) continuous hours of operation at full load. Tank to be full upon delivery.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. Fuel tank capacity. 2. Hours of continuous operation at full load. 	
<p>7. <u>Automatic Engine Shutdown</u> Five (5) minute automatic engine shut down when unit not in operation should be provided. Timer style preferred.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. What is offered. 	

<p style="text-align: center;">Item 1 - Wheel Loader Specifications</p> <p style="text-align: center;"><i>(Tenderers: do not write in this section)</i></p>	<p>Make:</p> <hr/> <p>Model No.</p> <hr/> <p>Year:</p> <hr/> <p>Tenderers to indicate compliance or deviations with specifications below</p>
<p>D. DRIVELINE</p> <p>1. <u>Transmission</u></p> <ol style="list-style-type: none"> 1. Power shift, planetary gear transmission. Prefer transmission to be capable of shifting from forward to reverse with machine in motion. 2. That all shifts up and down can be made while machine is in motion. 3. Minimum 30 km/h (20 mph) travel speed. Prefer forward and reverse speed of not less than 6.5 km/h (4.0 mph) in first gear. <p><u>State:</u></p> <ol style="list-style-type: none"> 1. Make and model of transmission. 2. Speed range for each forward gear. 3. Speed range for each reverse gear. 4. If machine can be shifted from forward to reverse, while machine is in motion, without damaging machine. 5. If powertrain warranty covers this type of operation. 	
<p>2. <u>Torque Converter</u></p> <p>To be fitted with an overheat warning device.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. Make and model. 2. Torque multiplication ratio. 3. Type of overheat warning device offered. 	
<p>3. <u>Transmission Oil</u></p> <p>Oil filter and oil cooler.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. What is offered. 	
<p>4. <u>Axles</u></p> <p>4-wheel drive c/w torque proportioning, limited slip or locking differentials.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. Make, model and degrees of oscillation of front and rear axles. 2. What is offered for front and rear differentials. 	

<p style="text-align: center;">Item 1 - Wheel Loader Specifications</p> <p style="text-align: center;"><i>(Tenderers: do not write in this section)</i></p>	<p>Make:</p> <hr/> <p>Model No.</p> <hr/> <p>Year:</p> <hr/> <p>Tenderers to indicate compliance or deviations with specifications below</p>
<p>5. <u>Final Reduction</u> Planetary reduction drive.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. Type of reduction drive offered. 2. If inboard or outboard type. 	
<p>E. STEERING, BRAKES AND TIRES</p> <p>1. <u>Steering</u></p> <ol style="list-style-type: none"> 1. Power steering with built-in backup steering to comply with WorkSafeBC Rules. 2. Steering articulation to be at least 35° each side. 3. Tilt and telescoping steering column. 4. Steering wheel. <p><u>State:</u></p> <ol style="list-style-type: none"> 1. Make and model of power steering offered. 2. Make, model and type of auxiliary steering offered. 3. If backup steering is automatically or manually actuated. 4. Steering angle available each side. 5. If steering column is adjustable. 6. If joystick controls are available. 	
<p>2. <u>Brakes</u> Full power, 4-wheel, multiple wet disk brakes meeting the standards of SAE J1473 and WorkSafeBC Rules.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. Type of braking offered. 2. If fully hydraulic powered or air over hydraulic. 3. If brakes meet the standards of SAE J1473 and WorkSafeBC Rules. 	
<p>3. <u>Auxiliary Brakes</u> Auxiliary braking device that complies with SAE Standard J1473 and WorkSafeBC Rules.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. Make, model and type of auxiliary braking offered. 2. If auxiliary braking device is automatically or manually actuated. 	

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<p>4. <u>Parking Brakes</u> To meet SAE Standard J1473 and WorkSafeBC Rules.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. Method used and where braking application is made. 2. Whether transmission deactivated when park brakes applied. 	
<p>5. <u>Brake Servicing</u></p> <p><u>State:</u> Whether brakes can be serviced and relined without removing planetary gears.</p>	
<p>6. <u>Tires</u> Tires are not required. 26.5 x 25 size tires will be provided and installed by the City of Vancouver at the delivery site. The vendor will supply the appropriate rims.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. If specified tires can be accommodated on the tendered loader. 	
<p>F. ELECTRICAL/INSTRUMENTATION</p> <p>1. <u>Starter</u> Direct electric start.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. Starting voltage and general electrical accessory voltage. 	
<p>2. <u>Alternator</u> Minimum 80 amp for 24V system. System must provide adequate power for all electrical devices specified.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. Make and model. 2. Output at idle and at governed RPM. 	

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<p>3. <u>Battery</u> Minimum 2-12 volt maintenance free batteries. Each to be at least 550 CCA.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. Voltage and number of batteries used. 2. Make and model of battery. 	
<p>4. <u>Instrumentation</u> Tachometer, fuel gauge, hour meter, ammeter, engine temperature gauge, oil pressure gauge, hydraulic system temperature gauge, converter temperature gauge; all to be illuminated.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. Gauges and meters offered. 	
<p>5. <u>Alarm System</u> Audible alarm to warn of the following conditions. "Kysor" or City of Vancouver approved equal.</p> <ol style="list-style-type: none"> 1. Low oil pressure. 2. High engine temperature. 3. Powertrain oil temperature. <p><u>State:</u></p> <ol style="list-style-type: none"> 1. What is offered. 2. What conditions are monitored. 	
<p>6. <u>Directional Signals</u> Complete with 4-way flashers.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. What is offered. 	
<p>7. <u>Horn</u> Air type horn should be provided.</p>	

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<p>8. <u>Lights</u> Unit shall be equipped with sufficient lights and light output capacity to fully permit night time operations safely as follows:</p> <ol style="list-style-type: none"> 1. All lights shall comply with the BC Motor Vehicle Act. 2. Four (4) front mounted flood lights to illuminate the bucket operating area. 3. Two (2) rear mount flood lights to illuminated rear working area. 4. Front and rear lights to be separately switched. <p><u>State:</u></p> <ol style="list-style-type: none"> 1. Compliance 2. Make and Model 3. Wattage of each light 	
<p>9. <u>Back-Up alarm</u> Variable output type such that alarm maintains a 10 dbA sound level greater than ambient. "WARN" or "PRECO" or City of Vancouver approved equal.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. What is offered. 	
<p>G. HYDRAULIC SYSTEM</p> <p>1. <u>Pump</u> Premium quality pump(s).</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. Make, model and type. 2. If more than one pump, state function of each. 3. Operating pressure of each pump system. 4. Rated capacity of each pump system. 	

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<p>2. <u>Cylinders</u> High quality, heavy-duty cylinders c/w hard chromed plated rods.</p> <p><u>State:</u> Make, model, bore, stroke and rod diameter for:</p> <ol style="list-style-type: none"> 1. Load lift cylinders. 2. Bucket tilt cylinders. 3. Steering cylinders. 	
<p>3. <u>Valves</u> High quality, pilot operated control valves requiring minimal operator effort. Prefer joystick.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. Make and model. 2. If joystick available. 	
<p>4. <u>Reservoir</u></p> <ol style="list-style-type: none"> 1. Capacity to be approximately equal to system volume. 2. Fluid level indicator. 3. Filtered vent or pressurized tank. 4. Magnetic drain plug. 5. Filtered filler. <p><u>State:</u></p> <ol style="list-style-type: none"> 1. Capacity. 2. What is offered. 	
<p>5. <u>Heat Exchanger</u> If operating oil temperatures exceed 80°C under normal operating conditions in ambient temperatures of 30°C, a heat exchanger is required.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. If offered. 2. Operating temperature of hydraulic oil. 	

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<p>6. <u>Filter</u> 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"> 1. Particle filtration size in microns. 2. Minimum filtration size in microns that will allow system to operate. 3. Where filter is located in hydraulic system. 4. Make and model. 	
<p>7. <u>Cycle Times</u></p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. Raise time to full height with loaded bucket. 2. Bucket dump time. 3. Lower time from full height with empty bucket. 	
<p>H. GENERAL</p> <p>1. <u>Noise Levels</u> Interior noise level at the operator’s ear is not to exceed 82 dbA. Exterior noise at 7m from any face of the machine not to exceed 82 dbA.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. Interior sound levels. 2. Exterior sound levels. 3. What sound suppression materials used in cab. 	
<p>2. <u>Lubrication</u> A detailed lubrication chart showing all lube points and greasing frequency is to be provided at delivery. Unit should come with auto lubrication system to cover all main lubrication points. Prefer a Groeneveld CPL System or a Lincoln system with modular divider valves.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. Make and model of auto lubrication system 2. Number and location of lube points covered by system 3. If all lube points on loader are lubed by system. If not, state which points are not covered. 4. If lubrication chart will be provided with machine. 	

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<p>3. <u>Lubricant Compatibility</u> 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></p> <p>1. Whether unit offered can use the above grade oils and be covered under warranty. If not, state appropriate grade oil for application.</p> <p style="margin-left: 40px;">i. Hydraulics ii. Engine iii. Differential/Final Drives iv. Transmission.</p>	
<p>4. <u>Demonstration</u> Two (2) day demo required at City Yards within two (2) weeks of request from Equipment Services Engineer. City is not liable to incur cleaning, modification, cartage or other charges as a result of the demonstration.</p> <p><u>State:</u></p> <p>1. Earliest available demonstration date.</p>	
<p>5. <u>Delivery</u></p> <p><u>State:</u></p> <p>1. Number of days from date of order to date of delivery.</p>	
<p>6. <u>Preventative Maintenance Schedule</u> 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></p> <p>1. What is offered.</p>	

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<p>7. <u>Technician Training</u> Technician training must be performed competent factory trained personnel. Training to include eight (8) four (4) hour sessions. Half the sessions to take place between hours of 7:00 am and 3:30 pm for the day shift and the other half between the hours of 3:30pm and 12:00 am for the afternoon shift. The training should be covered in two (2) sessions so that the trainees can be broken into two (2) groups during the day and evening shifts in order to maintain a minimum level of service in the shop during the training. The training will include general maintenance and control system and electronic diagnosis.</p> <p><u>State:</u> 1. What is offered.</p>	
<p>8. <u>Operator Training</u> One (1) day operator training prior to in-service provided by competent factory trained personnel. Half a day follow up training session to be provided approximately thirty (30) days after in-service.</p> <p><u>State:</u> 1. What is offered.</p>	

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<p>9. <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"> • Three (3) copies parts manuals - alternatively CD-ROM; • Two (2) copies service manuals - alternatively CD-ROM; • <u>Prefer</u> secured access to manufactures website where the above information is available at all times; • Four (4) sets operator manuals. • If available, any audio-visual aids such as videotape which will assist, advise/instruct operators and mechanics should be available on an ongoing basis. <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. If available, all literature and parts books to be in compact disc format.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. What is offered. 2. If internet access is available and address. 	

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<p>10. <u>Warranty and 48 Hour Service/Parts/Warranty Guarantee</u> A minimum one (1) year warranty required. Parts availability guarantee for a minimum of seven (7) years must be provided for the tendered unit. If unit experiences downtime greater than forty-eight (48) consecutive hours (not business hours) due to parts availability, and/or warranty related defects, the Contractor should provide the City an equivalent machine or compensate the City of Vancouver the cost of a replacement rental for the downtime in excess of forty-eight (48) consecutive hours. If unit is down due to warranty related defect, the Contractor should be responsible for all expenses including cartage to an appropriate repair facility. Contractor to ensure forty-eight (48) hour machine/parts guarantee in writing. Contractor to ensure forty-eight (48) hour service guarantee in writing.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. Supplier warrantable period. 2. If forty-eight (48) hour machine/parts guarantee supplied. 3. If forty-eight (48) hour service guarantee supplied. 	
<p>11. <u>Local Product Support</u> 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"> 1. If local product support is available. 2. Typical response time to south Vancouver area. 3. Name and location of dealership. 4. Dollar value of parts stocked locally by your firm for unit offered. 5. Hours of day parts service is available. 6. Nearest factory depot. 	

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<p>12. <u>Machines of this Make and Model</u> 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 five (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 should also have experience using other makes and models of equipment in the class of the tendered unit.</p> <p><u>State:</u> 1. 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 in BC and the number of years that the references have operated the tendered unit.</p>	
<p>13. <u>Mirrors</u> Working mirrors required consisting as a minimum of dual heated stainless steel 16” x 7” (18cm x 25cm) West Coast mirrors with dual convex rear view mirrors.</p> <p><u>State:</u> 1. What is offered.</p>	

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<p>14. <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 Rules.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. Make and type of seat in conformance with minimum safety specifications. 2. If in full compliance, including seatbelt, with WorkSafeBC Rules. 3. If adjustable arm rests provided. 	
<p>15. <u>Fenders</u></p> <p>Fenders to adequately protect the cab and engine compartment from tire splash in either forward or reverse.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. What is offered. 2. Fender material. 	
<p>16. <u>Keys</u></p> <p>Four (4) sets of ignition and cab keys are required.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. What is offered 	
<p>17. <u>Vandal Protection</u></p> <p>Unit shall have locking provision for all service locations and swing out panels.</p> <p><u>State:</u></p> <ol style="list-style-type: none"> 1. What is offered 	

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<p>I. OPTIONS</p> <p>Note: Prices to be shown in the Schedule of Quantities & Prices only.</p> <p>1. <u>Air Conditioning</u></p> <p><u>State:</u></p> <p>1. If available.</p>	
<p>2. <u>Noise Suppression</u></p> <p>1. Interior noise level of not more than 80 dbA in lieu of the 82 dbA specified.</p> <p>2. Exterior noise level less than the 82 dbA specified.</p> <p><u>State:</u></p> <p>1. What is offered for interior noise level.</p> <p>2. What is offered for exterior noise level.</p>	
<p>3. <u>Axles</u></p> <p>1. Limited slip for front axle.</p> <p>2. Limited slip for rear axle.</p> <p>3. Differential lock for front axle.</p>	
<p>4. <u>Spares</u></p> <p>One (1) spare wheel with tire mounted. Tire to be Michelin X Mine D2 size 26.5R25.</p>	
<p>5. <u>On Board Scales</u></p> <p>A scale system with the capability to store information related to material type, truck number and customer number. System to be as automated as possible with minimal requirement for recalibration. Literature should be provided.</p> <p><u>State:</u></p> <p>1. What is offered.</p>	

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<p>6. <u>Scan Diagnostics Tools</u></p> <p><u>State:</u> 1. Diagnostic tool capabilities.</p>	
<p>7. <u>Extended Warranty</u> Provide fully detailed extended warranty options for:</p> <p>1. Machine 2. Power-train. 3. Hydraulics.</p>	
<p>8. <u>Joystick Controls for Steering</u></p> <p><u>State :</u> 1. What is offered in addition to regular steering wheel.</p>	
<p>9. <u>Ride Control or Boom Suspension System</u></p> <p><u>State :</u> 1. What is offered.</p>	
<p>10. <u>Extended Back Plate on Bucket</u> Provide extended back plate on bucket to minimize spillage over the back of the bucket</p> <p><u>State :</u> 1. What is offered.</p>	
<p>11. <u>Other Suggested Buckets</u></p> <p><u>State :</u> 1. Any appropriate alternative buckets.</p>	
<p>12. <u>Additional Mechanic Training</u></p> <p><u>State :</u> What is offered in addition to training in section H.7.</p>	