



NEW WESTMINSTER

INVITATION TO TENDER

Tender #NWIT-23-16

One (1) New Wheeled Excavator including Flail Mower with Attachments

Closing Time:

JULY 27TH, 2023

3:00 P.M., Local Vancouver Time

Closing Location:

Main Information Desk

City Hall

City of New Westminster

511 Royal Avenue,

New Westminster, B.C. V3L 1H9

This Invitation to Tender contains the following documents (hereafter referred to as the "Contract Documents") which Bidders must sign/initial on each page:

Invitation to Tender	Page 1
Bidding Instructions	Page 2
General Conditions	Page 4
Specifications	Page 7
Price and Delivery Schedule	Page 19

Further requests for information :

Purchasing Department:

City of New Westminster

Email: nwpurchasing@newwestcity.ca

COMPANY NAME		
Address:		
Telephone number		
Email		
<u>Signature:</u> by officer with express authority to enter into contract		Dated

CORPORATION OF THE CITY OF NEW WESTMINSTER

BIDDING INSTRUCTIONS**1. Contacts**

Except for requests for further information to Technical and Administrative contacts listed on page 1, Bidders shall not contact City officers, City employees or elected officials directly or indirectly regarding this Invitation to Tender.

2. Acceptance

The City:

- a) may not necessarily accept the lowest or any Tender and may, in its sole discretion, accept any Tender submitted, provided such Tender complies with the Contract Documents, except that the City may waive any minor informality or irregularity in Tenders received;
- b) reserves the right to reject any or all Tenders;
- c) has no obligation to receive further information, whether written or oral, from any Bidder nor to disclose the nature of any Tender received;
- d) may negotiate minor changes to the scope of work with any one or more Bidders without having any duty or obligation to advise any other Bidders or to allow them to vary their bid prices as a result of changes to the scope of work;
- e) may order, in whole or in part, items tendered and
- f) may accept a Tender by mailing a Purchase Order to the Bidder within the time specified herein for acceptance of Tenders or if not specified, within a reasonable time after Tenders have been opened.

3. Delivery Schedule

Where the City does not specify in its Invitation to Tender a required delivery date, each Tenderer shall state in the Price and Delivery Schedule either 1) a specific date for delivery and/or completion or 2) the number of calendar days, following the City's acceptance of the Bidder's offer, within which the supply of Materials and/or Deliverables will be delivered and/or completed.

4. Signatures

All Tenders shall contain the full name and address of the person or firm tendering and Tenders shall be signed in the spaces provided. In the case of companies or other corporate bodies, Tenders shall be signed by the person or persons legally authorized to do so by the organization involved.

5. Form of Tender and Closing Time

All specifically designated pages of this Invitation to Tender must be completed and returned to the Closing Location. All Tender envelopes should be addressed to the Closing Location and clearly marked with the tender number.

Fax and electronic mail submissions will not be accepted.

Tenders must be received at the Closing Location prior to the time set for the Closing Time. The Time Date/Stamp Clock located at the Main Information Desk is the official clock for determining Closing Time. Late tenders will be returned unopened.

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6. **Ownership of Tenders and Freedom of Information**

All documents submitted to the City of New Westminster become the property of the City, and as such, Bidders are advised that parts, or all, of their bids may be subject to the provisions of British Columbia's *Freedom of Information and Protection of Privacy (FIPP) and Community Charter*. Vendors who wish to ensure particular parts of their bids are protected from disclosure under the FIPP Act should specifically identify any information or records provided with their bids that constitute trade secrets, and that are supplied in confidence, and the release of which could significantly harm their competitive position. Information that does not meet all three of the foregoing categories may be subject to disclosure to third parties. Please refer to the Freedom of Information and Protection of Privacy Act for further information.

7. **Alternate Tenders**

The "Specifications" herein describe the Materials and/or Deliverables which are considered necessary to meet the performance requirements of the City.

The City in its sole discretion may consider an alternate Tender which varies the Specifications (the "Alternate Tender") provided that the Alternate Tender is submitted in addition to and not in substitution for a tender which conforms to the Specifications and is submitted as a separate offer in the same format and clearly marked as an Alternate Tender.

The City will not review nor accept an Alternate Tender from a Bidder unless:

- a) that Bidder has also submitted the tender conforming to the Specifications which would have been accepted by the City in preference to other conforming tenders, if no Alternative Tenders had been invited; and
- b) the Alternate Tender is lower in price than the Bidder's conforming tender.

The City is not obliged to review or to accept any Alternate Tender and retains the sole right to determine what constitutes an acceptable alternative.

Alternate Tenderers shall clearly indicate any variances from the City's "Contract Documents" including the "Specifications", 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.

8. **Cost of Tender Response**

All costs related to response to this Tender are the responsibility of the Bidder.

9. **Revision or Withdrawal**

A Bidder may revise or withdraw its Tender only if written notice of such revision or withdrawal is Date/Stamped at the Main Information Desk and provided to the City Representative prior to the time set for the closing of Tenders.

All Tenders shall be irrevocable and open for acceptance for a period of 60 business days after closing of Tenders unless otherwise specified in the Pricing and Delivery Schedule.

10. **Tender Opening**

Tenders will not be opened in public.

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GENERAL CONDITIONS

Tenders are subject to the terms and conditions of the Contract Documents listed on page 1.

1. Contract Authority

The City's City Representative is authorized to administer this contract on behalf of the City.

2. Extras

Unless expressly authorized by the Contract Documents or by written request approved in writing by the City's City Representative or designate, no payment for extras shall be made.

3. Inspection

The City Representative may inspect all Materials and/or Deliverables. The inspection and testing may, at the option of the City Representative, be carried out at the Tenderer's place of business. The Tenderer shall assist the City Representative in the inspection or testing of the Materials and/or Deliverables.

If, in the opinion of the City Representative, whose decision is final and binding on the parties, any Materials and/or Deliverables are defective or otherwise fail to conform with the Contract Documents, the City Representative may: 1) reject the Materials and/or Deliverables and terminate this contract, or 2) reject the Materials and/or Deliverables and require that they be replaced or corrected to his satisfaction within a specified time at no cost to the City.

Where Materials and/or Deliverables are required to be replaced or corrected pursuant to General Condition subsection b above, the City Representative may require that the Materials and/or Deliverables be removed from City property by the Tenderer until corrected or replaced. The City may deduct from the money owing to the Tenderer any expenses it incurs as a result of the need to correct or replace the Materials and /or Deliverables.

4. Responsibility

The Materials and/or Deliverables remain at the risk of the Bidder at all times prior to their delivery to the designated delivery point and their acceptance by the City. If the Materials and /or Deliverables are inspected and rejected by the City, they remain at all times at the risk of the Bidder.

5. Indemnity

The Bidder indemnifies, protects and saves harmless, the City, its elected officials, officers, agents, servants and employees from and against all claims, suits, expenses, costs, or damages arising from the supply of Materials and /or Deliverables to the City, or arising from all liens, claims, inventions, copyrights, patents, patent rights or trademarks infringed upon.

6. Schedule for Delivery of Materials and/or Deliverables

If the Bidder fails to affect supply within the delivery time specified within its Tender, the Bidder shall be liable to the City for the costs incurred by the City as a result of the delay. The Bidder agrees that the City may deduct such costs from the money owing to the Bidder.

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7. **Inspection**

All goods and services are subject to inspection and approval by the City upon delivery. The City reserves the right to refuse acceptance of any goods and/or services which are not in accordance with our specifications, or not in compliance with the vendor's warranty (expressed or implied). Goods not accepted will be returned to the vendor at the vendor's expense.

The City will not be deemed to have accepted any goods and/or services by virtue of a partial or full payment for them and in no event unless and until the City gives the vendor written confirmation of acceptance following the City's receipt, inspection and approval of the goods and/or services.

8. **Default**

- a) The City may terminate the whole or any part of this contract by delivering notice of default to the Bidder where the Bidder fails to deliver the Materials and /or Deliverables within the time specified by the Contract Documents, fails to correct a defect or replace Materials and /or Deliverables within the time specified by the City Representative pursuant to Section 3 of the General Conditions or the City Representative is of the opinion that the Bidder will not, or will be unable to, perform this contract within the specified time.
- b) If the City terminates this contract for any reason the City Representative may acquire comparable replacement Materials and /or Deliverables on terms he in his sole direction deems appropriate and the Bidder shall forthwith on demand pay to the City any excess cost the City incurs in acquiring these replacement Materials and /or Deliverables.
- c) Time is of the essence of this contract.

9. **Assignment**

This contract may not be assigned without the prior written consent of the City.

10. **Payments**

Unless otherwise specified herein, and following delivery and acceptance by the City of Materials and/or Deliverables, payment by the City shall be made to the Tenderer within thirty (30) calendar days after receipt by the City of an invoice or invoices properly prepared by the Tenderer which clearly provide for any applicable deductions from the amount payable.

11. **Definitions**

The following definitions apply to the Contract Documents, as defined below:

- a) "Materials" - means goods, equipment or other articles of whatever kind or nature required, intended or contemplated to be supplied to the City pursuant to this contract.
- b) "Deliverables" means documents, reports and or services of whatever kind or nature required, intended or contemplated to be supplied to the City pursuant to this contract
- c) "City" or "Owner"– means the Corporation of the City of New Westminster.
- d) "Bidder "or "Tenderer" - includes a person or persons who have undertaken to submit a Tender in accordance with the Contract Documents or, who, as a result of the City's acceptance of its Tender, has undertaken to supply Materials and/or Deliverables.
- e) "City Representative" - means the person filling the office of the Purchasing Agent for the City or the person then acting as such.
- f) "City Engineer" or "Engineer" – means the Director of Engineering for the City and his duly authorized assistants or such consulting or other professional engineers as may be appointed to act for the City in that capacity.

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g) “Contractor” – means the entity that enters into a contract for the supply of Materials and /or Deliverables as a result of this Invitation to Tender.

12. **Conflict**

- a) In the event of conflict between Contract Documents, the documents shall have the following precedence:
- (1) Price and Delivery Schedule
 - (2) Special Conditions, if present
 - (3) General Conditions
 - (4) Bidder Instructions
 - (5) Specifications
 - (6) Invitation to Tender and
 - (7) Plans or Drawings, if present
- b) With respect to all of the Contract Documents, a later date shall govern unless a contrary intention is specified.

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SPECIFICATIONS

Specifications For: Wheeled Excavator with Flail Mower and Attachments

Make: _____

Model and Year: 2023-2024

Equipment Description

One (1) new 2023/2024 wheeled excavator and associated attachments for it. The new Equipment will be used for various duties throughout the year such as:

- Ditching (on road and off road)
- Dyke and roadside mowing
- Moving and digging in various materials ranging from soft dirt to large rock
- Road building, utility installation and other like operational tasks

Primary uses for the attachments:

- Flail – dyke and roadside brushing
- Digging bucket – digging in aggregate material
- Clean-up bucket – digging in soft material and site clean up

MANDATORY

The following are the Mandatory Requirements that the Proponent must include in their Proposals for the Equipment:

Mandatory Requirements	Answer Yes or No
Wheeled excavator and attachments fully operational and ready for work	
Machine and all attachments must be safe for use of BC roads and compliant with all WorkSafeBC regulations	
Machine must be narrow enough to operate in one lane of traffic to reduce impact on traffic flow	
Diesel engine matched to the work and rated at 100% duty cycle	
Drivetrain must allow for 100% duty cycle road travel at rated speed and capacity	
All attachments must be rated at maximum pressure and flow with a 100% duty cycle without overheating	
Machine has to be able to operate at full rated capacity in soft/mushy ground	

Tenderer's Initials _____

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Park brake must hold on a 14% grade with the machine secure enough to operate safely without the use of alternate braking device (wheel chocks etc.)	
Three point contact must be maintained when entering/exiting the cab and when accessing all service locations (grab handles, railings etc.)	

SPECIFICATIONS

The following are features that Proponents should consider in their Tenders.

Unless otherwise stated, if, and wherever, the specifications state a brand name, a make, the name of manufacturer, a trade name or a vendor catalogue number, it is for the purpose of establishing a grade, standard, performance or quality of material only. It is not intended to rule out the use of other equivalent, innovative or better materials or equipment. The intent is to ensure the best value solution is provided.

If the Equipment proposed does not comply with any of the specifications shown below, please state the alternate specifications being offered in the space provided. These specifications will be considered to ensure a full and proper evaluation of the proposed Equipment.

The City may request that the Proponent provide specific evidence of equivalency. Evidence of quality in the form of samples and other information may be requested. Determination of acceptability will be at the discretion of the City.

If the space provided isn't sufficient, provide attachments as necessary and cross reference them to the line they relate to.

le: In the line, reference "A" as per the sample shown below, and label the attachment as "A".

<i>Provide top, right side, left side and rear view floor plan of proposed layout</i>	State: See "A"
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Wheeled excavator with sufficient horsepower and torque to carry out municipal operations – provide all specifications	State:
Complete machine to be as small as possible to allow best maneuverability and to reduce ground disturbance – include all information including wheelbase, dimensions, operating width, weight etc.	State:
Zero-tail swing machine strongly preferred	State:

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<p>Cab c/w air seat, all standard features, AM/FM radio c/w Bluetooth, HVAC, premium trim, sufficient sun visors and tinted glass, complete insulation package, wipers and factory backup camera</p>	<p>State:</p>
<p>Cab guard to include complete ROPS, security screens, rock guards, beacon and Lexan windshield protector (in front of rock guard). Lexan windshield to include windshield wiper and cab controls to operate windshield wiper</p>	<p>State:</p>
<p>Diesel engine – include horsepower and torque rating and emissions standards. Automatic engine shutdown and hot engine shutdown programmed into ECM.</p>	<p>State:</p>
<p>Hydraulic system – rated pressure and flow capacity to match all specified hydraulic attachments – include maximum flow, pressure capacities and pump make and model</p>	<p>State:</p>
<p>Hydraulic system to include all functionality that allows for various hydraulic attachments – computer controlled pressure and flows for each attachment. Include maximum number of “allowable” attachments. Explain and provide drawings of auxiliary hydraulic operation at boom tip and preferred coupler configuration</p>	<p>State:</p>
<p>Braking system – explain the operation of the service and park brakes and include operational benefits over competitors. Include drawings and schematics explain the operation. Park brake must hold on a 14% grade with the machine secure enough to operate safely</p>	<p>State:</p>

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<p>Drivetrain – explain the operation of the complete drivetrain. Include information such as road speed, axle ratios, axle weight capacities, safe operating temperature ranges, gradability, towing capacity etc.</p>	<p>State:</p>
<p>Tires sized in accordance to the weight rating of the axles and the work – provide information. Michelin tires are preferred.</p>	<p>State:</p>
<p>Alternate tires matched to the proposed Equipment for use on asphalt, concrete, gravel, soil, turf and unstable terrain – Prices for these are to be shown in the “Optional” section.</p>	<p>State:</p>
<p>Hub piloted rims to maximize payload and for ease of removal and installation preferred</p>	<p>State:</p>
<p>Fuel tank capacity – include run time at 100% rated capacity</p>	<p>State:</p>
<p>Hydraulic tank capacity and oil type – include oil change intervals</p>	<p>State:</p>
<p>Hydraulic quick attach at boom tip</p>	<p>State:</p>
<p>Boom specifications – include all digging, lifting, reaching, loading breakout and attachment specifications. A three piece boom preferred to maximize versatility in small work zones</p>	<p>State:</p>
<p>Boom controls to be SAE and ISO c/w electronic switch-over between controls</p>	<p>State:</p>
<p>Auxiliary hydraulics to have dedicated hydraulic pump(s) to ensure all operational functions of boom and tracks are not interrupted</p>	<p>State:</p>

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Outriggers – 4 hydraulic outriggers preferred c/w sufficient pads to reduce ground disturbance	State:
Buckets – provide standard digging and cleanup buckets c/w appropriate lugging to attach to proposed machine	State:
Complete LED lighting package – to include all work lights, stop, turn, clearance and reverse lights	State:
Grote #76983 LED beacon mounted on cab and to be visible from 360 degrees around unit. Ignition powered and in-cab controls to operate beacon	State:
Slow moving vehicle triangle mounted on rear of machine c/w necessary hardware	State:
Complete factory fire suppression system c/w 20lbs fire extinguisher and fire extinguisher mount	State:
Complete factory mirror package to reduce blind spots while operating and driving the proposed equipment	State:
Serviceability – include benefits from a servicing perspective of the proposed equipment and oil test sampling port locations	State:
Groenveld auto-greasing system to lubricate all possible lube points w/ the appropriate grease – specify grease	State:

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<p>Undercarriage – include all pertinent information regarding engineering, benefits and ground clearance – include information regarding undercarriage servicing requirements</p>	<p>State:</p>
<p>Explain ease of machine operation and operator comfort</p>	<p>State:</p>
<p>Explain all incorporated safety features</p>	<p>State:</p>
<p>Explain all versatility features</p>	<p>State:</p>
<p>Explain all performance features</p>	<p>State:</p>
<p>All electrical components to be NEMA 4 compliant or better. Fully sealed junction boxes and separate wire running to each light to ensure longevity and to reduce downtime</p>	<p>State:</p>
<p>Two-way radio wiring (digital GPS radio ready) – two 20 amp 12 volt circuits in cab (ignition power)</p>	<p>State:</p>
<p>Fully operational backup camera system c/w colour display and camera mounted in counterweight</p>	<p>State:</p>

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Support and Service

<p>Explain programs and procedures for ongoing support and service to reduce downtime</p>	<p>State:</p>
<p>Identify a list of all contacts</p>	<p>State:</p>
<p>Provide details regarding service location(s), service work, number of employees and turnaround times.</p>	<p>State:</p>
<p>Include service intervals for all maintenance components.</p>	<p>State:</p>
<p>Provide details regarding service work and turn-around times</p>	<p>State:</p>
<p>Include all programs/software and hardware required to service and troubleshoot proposed Equipment</p>	<p>State:</p>

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Parts

The Proponent shall provide information satisfactory to the City to ensure that the Proponent has the ability to satisfactorily provide warranty and after-warranty parts and prompt service support to maintain the requirements of the City to ensure minimum downtime of the Equipment.

The Proponent shall state and list those parts of the Equipment that are exclusively manufactured and sold by them, or not available through regular manufacturing jobbers or retail outlets within the Fraser Valley Regional or Greater Vancouver Regional District.

A positive guarantee shall accompany the Proposal that the manufacturer will make available a complete stock of these captive parts when needed.

Include a parts list of all service filters and components	State:
State locations and details of your parts distribution centers	State:
Provide details of discounts and guarantees on replacement parts	State:
Total value of inventory	State:
Regular lead time for parts delivery	State:
List critical parts and inventory levels	State:
Guaranteed lead time for critical parts	State:

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Warranty Information

<p>Manufacturer's contact information</p>	<p>Business Name: Address: Contact person: Phone: Email: Website:</p>
<p>Warranty and repair service locations – include factory authorized technicians</p>	<p>Business Name: Address: Contact person: Phone: Email: Website: Authorized technicians:</p>
<p>State procedure for handling warranty claims. Confirm that transport to the service center is included in the warranty service.</p>	<p>State:</p>

Training

<p>Factory representative to conduct a thorough training seminar for all operators - explain future training options</p>	<p>State:</p>
<p>Factory representative to conduct a thorough training seminar for all mechanical staff – to include PM requirements, troubleshooting, software training and a general overview</p>	<p>State:</p>
<p>Include all applicable options for factory training seminars</p>	<p>State:</p>

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Delivery

Six (6) full sets of keys and fobs are to be delivered with the Equipment	State:
Earliest delivery date from award	State:
Latest delivery date from award	State:

Optional: To be quoted separately from the Total Proposal Price

Warranty approved and factory filled biodegradable hydraulic oil (provide specifications of oil(s) offered) – Panolin hydraulic oil preferred

Option 1 - Details _____ \$ _____

Option 2 - Details _____ \$ _____

Option 3 - Details _____ \$ _____

Parts manuals for all equipment specified (Provide the types of manuals available)

Manual 1 - Details _____ \$ _____

Manual 2 - Details _____ \$ _____

Manual 3 - Details _____ \$ _____

All extended warranty and technical support options (Provide details of various options)

Option 1 - Details _____ \$ _____

Option 2 - Details _____ \$ _____

Option 3 - Details _____ \$ _____

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All alternate bucket/attachment options – include drawings

Option 1 - Details _____ \$ _____

Option 2 - Details _____ \$ _____

Option 3 - Details _____ \$ _____

All alternate tire options – include specifications and tread design

Option 1 - Details _____ \$ _____

Option 2 - Details _____ \$ _____

Option 3 - Details _____ \$ _____

“Wrist-a-Twist” – include specifications, machine upgrades required to operate the attachment

Option 1 - Details _____ \$ _____

Option 2 - Details _____ \$ _____

Option 3 - Details _____ \$ _____

Hydraulic hoe-pack attachment – include specifications, machine upgrades required to operate the attachment

Option 1 - Details _____ \$ _____

Option 2 - Details _____ \$ _____

Option 3 - Details _____ \$ _____

Ditching bucket – include specifications, machine upgrades required to operate the attachment

Option 1 - Details _____ \$ _____

Option 2 - Details _____ \$ _____

Option 3 - Details _____ \$ _____

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Hydraulic back-blade attachment – include specifications, machine upgrades required to operate the attachment (include the cost savings to go from 4 outriggers to 2)

Option 1 - Details _____ \$ _____

Option 2 - Details _____ \$ _____

Option 3 - Details _____ \$ _____

LED beacon upgrade kit – increased amber lighting to increase roadside visibility

Option 1 - Details _____ \$ _____

Option 2 - Details _____ \$ _____

Option 3 - Details _____ \$ _____

LED work light upgrade kit – increased amber lighting to increase roadside visibility

Option 1 - Details _____ \$ _____

Option 2 - Details _____ \$ _____

Option 3 - Details _____ \$ _____

Complete diagnostic software package to service and repair the proposed equipment

Option 1 - Details _____ \$ _____

Option 2 - Details _____ \$ _____

Option 3 - Details _____ \$ _____

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PRICE AND DELIVERY SCHEDULE

PRICE

In accordance with the Contract Documents, which terms and conditions we have carefully examined and agree to, the undersigned hereby submits a firm Tender to supply the vehicle(s) in accordance with the Specifications, for the price(s) as listed below, delivered FOB City of New Westminister Works Yard 901 1st Street, New Westminister BC.

PRICING OPTION	Quantity	Unit Price	Extended Price
	1	\$ _____	\$ _____
		Sub Total	\$ _____
		GST 5%	\$ _____
		PST 7%	\$ _____
		Environmental Tax	\$ _____
		Total Tendered Price	\$ _____

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Price Discrepancies

If there are any discrepancies between the unit prices and the extended totals, then the unit price shall be deemed to be correct, and the corresponding corrections shall be made to the extended totals. If the unit price is given but the corresponding extended total has been omitted the following shall apply:

- a) If a unit price is given but the corresponding extended total has been omitted, then the extended total shall be calculated from the unit price and the quantity, and inserted as the extended total:
- b) If the extended total is given but the corresponding unit price has been omitted, then the price shall be calculated from the extended total and the quantity, and inserted as the price.