



CORPORATION OF THE CITY OF NEW WESTMINSTER

INVITATION TO TENDER

NWIT 10-44

One New 4wd 72" Mower

Closing Time:
August 27, 2010
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:

Table listing documents and page numbers: Invitation to Tender (Page 1), Bidding Instructions (Page 2), General Conditions (Page 4), Specifications (Page 6), Price and Delivery Schedule (Page 8)

Further requests for information :
Martin Ryberg, Fleet Services Manager 604-517-5420, Fax 604-527-7783
mryberg@newwestcity.ca
Ron Gidda, Purchasing Supervisor 604-517-5406, Fax 604-527-7783
rgidda@newwestcity.ca

Form with fields for COMPANY NAME, Address, Telephone number, Email, Signature, and Dated.

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**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

<b>Tender</b>
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**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 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 provided to and received by the Purchasing Co-ordinator 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 be opened in public at City Hall, 511 Royal Avenue, New Westminster, B.C. shortly after Tender Closing Time.

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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 Purchasing Co-ordinator 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 Purchasing Co-ordinator or designate, no payment for extras shall be made.

**3. Inspection**

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

If, in the opinion of the Purchasing Co-ordinator, 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 Purchasing Co-ordinator 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 Purchasing Co-ordinator 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. 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 Purchasing Co-ordinator pursuant to Section 3 of the General Conditions or the Purchasing Co-ordinator 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 Purchasing Co-ordinator 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.

**8. Assignment**

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

**9. 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.

**10. 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) "Purchasing Co-ordinator" - 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.
- 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.

**11. 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: One New 4wd 72" Mower

Make: \_\_\_\_\_

Model and Year: \_\_\_\_\_

Spec. #	Description	Required by Corporation	State <u>Yes</u> if you conform, State <u>No</u> with detail
1.	<b>Mower</b>	<ul style="list-style-type: none"> <li>▪ 4 wheel drive 72" Rotary Mower</li> </ul>	State
2.	<b>Engine</b>	<ul style="list-style-type: none"> <li>▪ Diesel powered 35 HP minimum</li> <li>▪ Fuel capacity 15 US Gal.</li> </ul>	State
3.	<b>Powertrain</b>	<ul style="list-style-type: none"> <li>▪ Top Speed min 15 mph</li> </ul>	State
4.	<b>Cab</b>  <b>Seat</b>  <b>Heater/Air Condit.</b> <b>Defroster Fan</b> <b>Front Wiper</b> <b>Windshield Washer</b> <b>Tinted Safety Glass</b> <b>Inside Mirror</b> <b>Outside Mirror</b> <b>Headlight</b> <b>Rear Work Lamp</b> <b>Four Way Flashers</b> <b>Signal Light/ 4 way Flashers</b> <b>Strobe</b> <b>AM/FM Cass. Stereo</b>	<ul style="list-style-type: none"> <li>▪ One base model cab – Full ROPPS Certification</li> <li>▪ Deluxe Seat</li> <li>▪ Seat Adaptor</li> <li>▪ Arm Rest</li> <li>▪ State BTU offered</li> <li>▪ Post mounted</li> <li>▪ 2 speed pantagraphic</li> <li>▪ Pump, tank, hose, hardware</li> <li>▪ Gray tint</li> <li>▪ Windshield mount</li> <li>▪ Cab mount</li> <li>▪ 2 Halogen, mount under roof</li> <li>▪ 1 Halogen, mount under roof</li> <li>▪ 4 Amber, mount under roof</li> <li>▪ Lights mounted front and rear</li> <li>▪ Roof mounted amber</li> <li>▪ Console mounted</li> </ul>	State
5.	<b>Options</b>	<ul style="list-style-type: none"> <li>▪ <b>To be included in price:</b></li> <li>▪ 2 Mower deck mulching kits</li> </ul>	State

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Spec. #	Description	Required by Corporation	State <u>Yes</u> if you conform, State <u>No</u> with detail
6.	<b>Options</b>	<ul style="list-style-type: none"> <li>▪ <b>Not to be included in price:</b></li> <li>▪ Optional attachments:                             <ul style="list-style-type: none"> <li>▪ Snow Blower (state type, size and cost)</li> <li>▪ Hydraulic high dump material collection system. (state type, size and cost)</li> <li>▪ Plow (state type, size and cost)</li> <li>▪ Any other available attachments</li> </ul> </li> </ul>	State
7.	<b>Manuals</b>	<ul style="list-style-type: none"> <li>▪ Complete set of service and parts manuals for entire machine.</li> </ul>	State
8.	<b>Consumables</b>	<ul style="list-style-type: none"> <li>▪ 1 – Front wheel and tire</li> <li>▪ 1 – Rear wheel and tire</li> <li>▪ 2 – Set mulch blades</li> <li>▪ 1 – Drive belt</li> </ul>	State
9.	<b>Delivery</b>	<ul style="list-style-type: none"> <li>▪ F.O.B. City Garage 901 First Street New Westminster, BC B3L 2J1</li> </ul>	

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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 for the price(s) as listed below:

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Delivered FOB City of New Westminster Works Yard 901 1<sup>St</sup> St New Westminster

<p><b>1) PRICING OPTION with trade-ins</b></p> <p><b>72" Toro Mower</b></p> <p><b>Tenderer responsible to pick up trade-in(s).</b></p>	<p><b>Quantity</b></p> <p>1</p>	<p><b>Unit Price</b></p> <p>\$ _____</p> <p>LESS: Trades</p> <p>Sub Total</p> <p>PST 7%</p> <p>GST 7%</p> <p>Environmental Tax</p> <p><b>Total Tended Price</b></p>	<p><b>Extended Price</b></p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>
<p><b>2) PRICING OPTION with no trade-in(s)</b></p>	<p><b>Quantity</b></p>	<p><b>Unit Price</b></p> <p>\$ _____</p> <p>PST 7%</p> <p>GST 6%</p> <p>Environmental Tax</p> <p><b>Total Tended Price</b></p>	<p><b>Extended Price</b></p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>

All Tenders shall be irrevocable and open for acceptance for a period of 60 days after closing of Tenders.



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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.

**DELIVERY SCHEDULE** (to be completed by Tenderer)

shall be complete within \_\_\_\_\_ calendar days following City's acceptance of the Bidder's offer.