

CITY OF ROSSLAND

INVITATION TO TENDER 2014 WHEEL LOADER

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Prepared by:

**The City of Rossland
Operational Services**

PO Box 1179
1778 – 3rd Avenue
Rossland, BC V0G 1Y0
Telephone: 250-362-2328
Fax: 250-362-3371
Attention: Darrin Albo
Manager of Operations

1.0 INTRODUCTION

The City of Rossland is accepting bids (“**Bids**”) from interested bidders (“**Bidders**”) for the supply, assembly and delivery FOB Public Works Yard, 1778, 3rd Avenue, Rossland, B.C. of one (1) **2014 Wheel Loader** meeting the Minimum Specifications forming part of this Tender as Schedule “A” (the “**Equipment**”).

2.0 INQUIRIES

Any and all inquiries concerning this Tender must be submitted in writing to the following City representative (the “**Contact Person**”):

Darrin Albo
Manager of Operations
City of Rossland,
1899 – Columbia Avenue,
PO Box 1179, Rossland, BC V0G 1Y0
Email: darrin@rossland.ca
Fax Number: (250) 362-3371
Phone: (250) 362-2328

Information that is offered by or obtained from sources other than the Contact Person, including any other representative of the City, is not official, may be inaccurate, and may not be relied on in any way by any Bidder.

No verbal agreement or conversation made or had at any time with an officer, agent or employee of the City shall affect or modify any terms or obligations stated herein or deemed to be any representation or warranty of the City.

Bidders should submit requests for clarifications to the Contact Person no later than three (3) days before the Closing Date and Time. By submitting a Bid, the Bidder waives any right to rectify, clarify, amend or qualify any aspect of this Tender.

3.0 INSTRUCTIONS TO BIDDERS

3.1 Tender Issue Date May 28, 2014

3.2 Closing Location

City of Rossland
City Hall
Reception Desk
1899 – Columbia Avenue
Rossland, BC V0G 1Y0

3.3 Closing Date and Time 2:00 p.m. (Local Time), June 18, 2014.

3.4 Submission of Bids

Bidders who are interested and capable of supplying the Equipment shall submit one (1) original signed Bid and one (1) copy of the original signed Bid, marked "Copy", together in a single sealed envelope clearly marked on the face of the envelope with the Bidder's name and address and the project title: "**2014 Wheel Loader Tender**".

Bids must be delivered to the Closing Location by the Closing Date and Time. Bids received after the Closing Date and Time will be rejected and returned unopened.

Bids submitted via fax, email or other electronic means will not be accepted nor considered.

The date and time recorded by the City upon submission of a Bid will take precedence over any machine initiated date and time information on Bids or revisions.

Bids will be opened publicly.

3.5 Addenda

If a change to this Tender is required, the change will be communicated by means of written addenda prior to the Closing Date and Time. Addenda will be posted on the City's website at www.rossland.ca/home and on the BC Bid website at <https://www.bcbid.gov.bc.ca/> and will be available, upon request, from the Contact Person.

It is the sole responsibility of Bidders to ensure that they have obtained, prior to the Closing Date and Time, all addenda issued by the City. The City assumes no responsibility for notifying individual Bidders of the existence of addenda.

Bidders must acknowledge receipt of all addenda on the Tender Form attached to this Tender as Schedule "B". By submission of a Bid, the Bidder acknowledges receipt of any and all addenda issued by the City.

3.6 Tender Form

Bidders must complete the Tender Form contained in Schedule "B" of this Invitation to Tender and include it with their Bid. The Tender Form is the only part of this Invitation to Tender that must be included in a Bid.

Any alteration, qualification or omission to the Tender Form may result in the Bid being rejected by the City.

All erasures or corrections to the Tender Form should be initialed.

The Tender Form must be signed by a person authorized to sign on behalf of the Bidder and to bind the Bidder to its Bid. Any unsigned Bid will be rejected.

In the event of any discrepancies between the individual prices and the total bid amounts on the Tender Form, then the individual prices will be deemed to be correct and the total bid amounts will be corrected.

3.7 Withdrawal or Revision of Bid

By submission of a clear and detailed written notice, a Bidder may amend or withdraw its Bid prior to the Closing Date and Time. After the Closing Date and Time, all Bids become irrevocable.

3.8 Ownership of Bids

All Bids and other documents submitted to the City become the property of the City. They will be received and held in confidence by the City, subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.

3.9 Validity of Bids

Bids must remain open for acceptance by the City for a period of 90 days after the Closing Date and Time.

3.10 Patents, Rights and Royalties

The successful Bidder shall assume all costs and liabilities, and shall hold the City harmless

in any action which may arise in case of infringement of any protected rights in respect of any part, design, process or method related to the Equipment supplied under this Tender.

3.11 Bidder's Acknowledgement & Understanding

In submitting a Bid, the Bidder acknowledges having read, understood and agreed to all the terms and conditions of this Tender.

3.12 Bids Failing to Conform and Collusion

Bids which contain qualifying conditions or otherwise fail to conform to these instructions may be disqualified or rejected, at the discretion of the City. Collusion between Bidders will be sufficient cause for rejection of all Bids so affected.

3.13 Solicitations of Members of Council and Committees

Bidders are cautioned that solicitations of members of the Council or any committee or commission formed by or associated with the City at any time prior to the award of the contract for this Tender, will be cause for rejection of a Bid as this will be viewed as that of a Bidder seeking an unfair advantage over other Bidders.

3.14 Conflict of Interest

At no time shall a City employee or member of Council or appointed committees and commissions be in any way connected with the Bidder or the supply of the Equipment under this Tender. A Bidder must disclose in its Bid and at any subsequent time where requested to do so, any actual or potential conflicts of interest and existing business relationships it may have with the City, its elected or appointed officials or employees. Bidders who are considered by the City, in its absolute discretion, to be in a conflict of interest with the City will be rejected.

The successful Bidder shall not hire or use the City's employees at any time for the provision fabrication, secretarial, clerical or any other service required, in part or whole, for the supply of the Equipment under this Tender.

3.15 Law

The Bids and any resultant Purchase Order shall be governed by and construed in accordance with the laws of the Province of British Columbia, Canada, which shall be deemed the proper law thereof.

3.16 Preparation Costs

All costs associated with the preparation and submission of a Bid shall be borne solely by the Bidder.

Bidders are solely responsible for their own expenses in preparing a Bid. If the City elects to reject all Bids, the City will not be liable to any Bidder for any claims, whether for costs or damages incurred by the Bidder in preparing the Bid, loss of anticipated profit in connection with any final contract, or any other matter whatsoever.

3.17 Disclaimers of Liability

Except as expressly and specifically permitted in this Tender, no Bidder shall have any claim for any compensation of any kind whatsoever, as a result of participating in this Tender, and by submitting a Bid, each Bidder waives any claim for compensation or for recovery for loss of profits or any prospective damages whatsoever and shall be deemed to have agreed that it has no such claim.

Neither acceptance of a Bid nor execution of a Purchase Order shall constitute approval of any activity or development contemplated in any tender that requires any approval, permit or license pursuant to any federal, provincial, municipal statute, regulation or bylaw. It is the responsibility of the successful Bidder to obtain such, prior to delivery of the Equipment.

3.18 Freedom of Information and Protection of Privacy Act

The City is bound by the provisions of the *Freedom of Information and Protection of Privacy Act*. Bidders are therefore advised that any Bid submitted in response to this Invitation to Tender will be treated as a public document and the contents therein may be disclosed by the City upon written request if it is required to do so pursuant to that Act.

4.0 EVALUATION OF BIDS

The City will evaluate all valid Bids received by the Closing Date and Time, and select a Bid which provides the City with the lowest cost and best overall value. Bids will be evaluated solely on the basis of the information they contain and Bidders must adhere to the content and format requirements specified in this Tender.

In evaluating Bids, the City will consider the following:

- Total Cost including Trade-In Allowance
- Proximity of Parts Depot and Full Service Center to City

Value of Parts at Depot
Delivery Schedule
References
Current Depreciated Value of 10 year old Equivalent Equipment

Prices: Tender prices must be in Canadian funds and include duty, assembly, delivery and other associated charges. Prices are to be FOB destination, *Public Works Yard, 1778, 3rd Avenue, Rossland, BC.*

Minimum Specifications: The Equipment must be of 160 or greater horsepower capacity, equipped with a 2 to 3 cu. yd. multi-purpose bucket and compatible with IT28G VIN #8CR01099 quick attach lugs. In addition, the Equipment must meet, and will be evaluated on the Minimum Specifications detailed in Schedule "A", including any equivalent substitutions accepted by the City, and the criteria set out in this Section 4.0.

Substitutions: Equivalent substitutions from the Minimum Specifications will be considered if full descriptive data on the proposed substitutions are submitted with the Bid. The City reserves the right, at its sole discretion, to determine whether any proposed substitution is equivalent to the Minimum Specifications.

Optional Items: Optional Items, if any, must be listed on the Tender Form in Schedule "B" along with the associated costs, however option items will not be considered in the evaluation of the bids.

Delivery: Delivery preferred on or before September 3, 2014. Early delivery will be considered when evaluating tenders.

Trade-In: The City wishes to trade-in a 1998 CAT IT28G VIN #8CR01099 loader with this purchase (approx. 6270hrs as of June 1), and a 2 yard 4-in-1 multi-purpose bucket. Bidders must specify in the location provided on the Tender Form in Schedule "B" the trade-in allowance, if any, to be given.

Demonstrators: The City may consider new and/or demonstration Equipment with full new equipment warranty that meets the Minimum Specifications as detailed in Schedule "A". **Bids must clearly indicate on the Form of Tender when demonstration Equipment is being offered.**

5.0 ACCEPTANCE OF BIDS

Lowest Tender

The lowest or any Bid will not necessarily be accepted. Notwithstanding any other

provision in this Tender, any practice or custom in the industry, or any procedures or guidelines recommended for use on publicly funded projects, the City, in its sole discretion, shall have the unfettered right to determine the Bid which provides the best overall value to the City, regardless of whether that is the lowest price Bid and to:

1. reject any Bid;
2. reject all Bids;
3. accept a Bid which is not the lowest price Bid;
4. reject a Bid even if it is the only Bid received; or
5. award multiple contract to more than one Bidder

Qualifications

Bids that contain qualifying conditions or otherwise fail to conform to these Instructions to Bidders may be rejected. The City shall be the sole judge as to the acceptability of any minor omission, irregularity, insufficiency, or informality with regard to content, form, submission process or any other matter or as to the suitability of any material accompanying a Bid and whether or not any such condition should be waived.

Previous Legal Actions

The City may, in its absolute discretion, reject any Bid submitted by a Bidder if the Bidder or any officer or director of the Bidder is or has been engaged either directly or indirectly through another corporation in a legal action against the City or its elected or appointed officers or employees in relation to any other contract for works or service.

Budget

In the event that all Bids received exceed the City's budgetary expectations, the City reserves the right to cancel this Tender and, at the discretion of the City, either issue a new tender for the Equipment on different specifications or negotiate a contract directly with any Bidder or with any other firm whether or not it submitted a Bid.

6.0 PURCHASE ORDER

The City will not be obligated in any manner to any Bidder whatsoever until a Purchase Order has been issued by the City to the successful Bidder (the "**Supplier**") to supply the Equipment specified in this Invitation to Tender. The Purchase Order, along with the terms and conditions of this Tender and those of the Supplier's accepted Bid, shall constitute the

contract between the successful Bidder and the City for the supply of the Equipment. The following terms and conditions shall apply to the Purchase Order:

- a) the terms and conditions of this Tender and of the Supplier's accepted Bid are incorporated into and shall form part of the terms and conditions of the Purchase Order;
- b) the Supplier must promptly notify the City if the order cannot be filled.
- c) the City reserves the right to cancel the Purchase Order if promised or specified delivery is not met or if the Equipment fails to meet the specifications of the Tender. Over shipments against the order may be returned with all freight charges to the Supplier's account. Order numbers must be shown on all invoices, packing slips and packages. Shipments must be accompanied by a properly completed delivery slip.
- d) the City has the right of inspection and approval. Inspection by the City of advance samples shall not constitute final acceptance and the Supplier will remain bound by any warranties set out in the Tender including the specification requirements. No substitutions are permitted unless previously agreed to by the City and confirmed in writing.
- e) the Supplier must indemnify the City against any claim of any person, firm, or corporation alleging that the supply of the Equipment by the Supplier to the City constitutes an infringement of patent rights, copyright or any other intellectual property rights.
- f) the Supplier is an independent contractor and must indemnify, protect, and save harmless the City, its agents, employees, successors and assigns from any and all damage, liabilities and claims of whatsoever nature arising out of the furnishing by the Supplier, its agents or employees, of the Equipment covered by this Purchase Order or incidental or ancillary thereto.
- g) the Supplier must not change prices, terms or conditions as specified in this Tender or in the Supplier's accepted Bid without the prior written permission of the City.
- h) this Purchase Order is governed by the laws of the Province of British Columbia.
- i) the City will endeavor to pay the Supplier within 30 days of either the receipt of the invoice or acceptance of the Equipment,

whichever comes later.

- j) time will be of the essence in this Purchase Order.
- k) the Supplier must comply with all applicable laws in providing the Equipment.
- l) the City is dedicated to successful negotiation to resolve any conflict arising in the performance of this Purchase Order. In the event of unsuccessful informal negotiations however, all disputes arising out of or in connection with this Purchase Order, or in respect of any defined legal relationship associated therewith or derived there from, will be referred to and finally resolved by arbitration.

SCHEDULE "A"

MINIMUM SPECIFICATIONS

- ◆ Unit must be 160 or greater Horsepower. 2014 (tier 4) emissions compliant.
- ◆ Units with tier 3 emissions may be accepted provided it meets the rest of the schedule
- ◆ Unit must be compatible with IT28G VIN #8CR01099 Quick Attach Lugs
- ◆ Unit must have quick attach lugs (tool carrier coupler) with a 'z-bar' lift type boom
- ◆ Unit must have hydraulic control system for quick coupler locking pins, operated from the cab
- ◆ Unit must include a 2 to 3 cu. yd. multi-purpose bucket (4-in-1)
- ◆ Unit must meet a minimum full turn tip load of 17,000lbs
- ◆ Unit must have an approximate operating weight of 28,000lbs

Power train:

- ◆ Secondary Steering (mandatory in British Columbia)
- ◆ Conventional steering wheel, tilt steering with F-N-R shift selector mounted on column and horn located on steering wheel
- ◆ Steering articulation angle from center 40 degrees each way
- ◆ Transmission is to have 4 speeds in forward and minimum 3 speeds in reverse which are electronically controlled
- ◆ Differential Lock Front (foot actuated preferred)
- ◆ Service brakes are to be set inboard and wet disk, hydraulically operated
- ◆ Park brake shall be spring applied and hydraulically released
- ◆ Radials Tires; Michelin XTLA (20.5 x 25 R / L3 with 3 piece rim)
- ◆ Engine Coolant Heater (Block Heater), 120 Volt
- ◆ Coolant protection to a minimum of minus 34 degrees Celsius
- ◆ Cold start package
- ◆ Engine air intake pre-cleaner with dry type engine air filter
- ◆ Back Up Alarm which sound and reverse lamps which illuminate when transmission is placed in reverse
- ◆ Bottom Guards: Fuel Tank and Transmission
- ◆ Front fenders
- ◆ Rear cast bumper/counterweight with hitch and locking pin
- ◆ Ride Control
- ◆ Hydraulically controlled engine fan - reversing feature preferred

Electrical:

- ◆ 24volt, 80 Amp, or larger, Heavy Duty Alternator With Two Heavy Duty (900 CCA minimum) Batteries
- ◆ Battery disconnect switch
- ◆ 8 Amp, or larger, Convertor from 24v to 12v with cab power point
- ◆ Auto-idle shut-down feature
- ◆ Directional Signal Lights, front and rear(LED)
- ◆ Rear stop, tail and turn lights (LED)
- ◆ Roof mounted strobe light (LED)
- ◆ Exterior Lights – Halogen - Four Front and Two Rear
- ◆ Windshield Wipers and Washers – Front window, 2 speed and intermittent control and rear window with 2 speed control
- ◆ Radio, AM/FM with auxiliary input in fixed mounting
- ◆ Install City supplied Kenwood Model TK-7302, 2 Channel Two-Way Radio, and antenna with extension speakers and City channels
- ◆ Instrument Panel / Display Monitor shall include a minimum of the following:
 - engine and hydraulic temperature
 - engine oil pressure
 - fuel level indicator
 - engine rpm
 - transmission gear/direction indicator
 - hour meter and odometer
 - speedometer
- ◆ License plate mount with lamp

Hydraulics:

- ◆ Hydraulic Pump shall be variable displacement, axial piston, pressure compensating with a minimum flow of 50gpm
- ◆ Hydraulic System is to be equipped with diagnostic ports
- ◆ Hydraulic Oil Cooling Package
- ◆ Automatic bucket kick out, and return to carry adjustable from in the cab
- ◆ Sight gauges for the hydraulic reservoir and the transmission
- ◆ Joy Stick for hydraulic controls (one stick for bucket and boom with a 3rd valve for attachments)
- ◆ Hydraulic piping to front hitch for third function with quick couplers for attachments
- ◆ Hydraulic control lockout
- ◆ Additional hydraulic cooler for other hydraulic attachments

Other Equipment:

- ◆ Enclosed cab with ROPS/FOPS pressurized, filtered and sound suppressed
- ◆ Heater and air conditioning with front and rear window defrost
- ◆ Mirrors - 2, Outside Mount and mirrors – 1 (minimum), inside mount
- ◆ High back fabric seat with air suspension, fully adjustable with 3” retractable seat belt
- ◆ Operator warning system and built in diagnostics
- ◆ Rubber floor mat
- ◆ Interior cab lighting
- ◆ Slip resistant steps, Ergonomic handholds
- ◆ Loader boom service locking bar and articulation locking bar
- ◆ Ground level fueling

Options to be considered:

- ◆ High Dump Collector Sweeper with Floating Suspension and water tank (example on Pages 14-15)
- ◆ Rear camera system

Warranty:

- ◆ Minimum warranty to be 5 year – 3000 hour full coverage
- ◆ Warranty work to be performed at 1778 3rd Avenue Rossland or at the dealer service center at no cost to the City of Rossland
- ◆ Supply a 48 hour replacement guarantee for the 5 years at no cost to the City. If no replacement available the City will rent a replacement and bill the supplier
- ◆ Operator Training and Mechanic’s Technical Course
- ◆ Parts Books and Technical Manuals and CD to be Supplied

Delivery:

- ◆ Guaranteed Delivery Date to be on or before **September 3, 2014**
- ◆ Freight/Delivery and Assemble Costs F.O.B. Rossland to be Included in Submission

.(5) SWEEPSTER

CS High Dump Collector Sweeper with Floating Suspension

For tractor loader backhoes, wheel loader, & compact wheel loaders

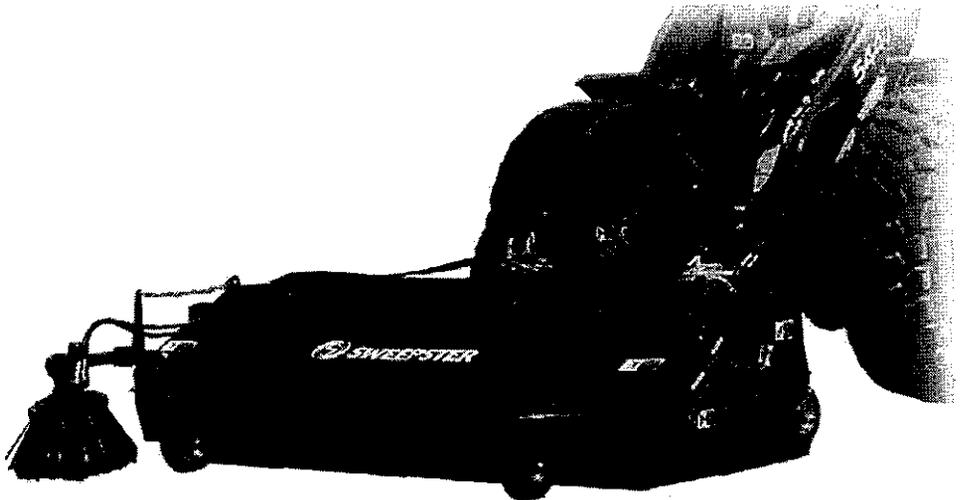
APPLICATIONS

- Parking lot sweeping
- City street sweeping
- Construction site clean-up
- Access road clean-up
- County & state road sweeping

CS High Dump Collector Sweeper With Floating Suspension

- 26" and 32" widths available
- Parallel arm floating suspension with 4 caster wheels allows sweeper to follow ground contour independent of loader
- High dump feature to dump into trucks and containers at the full lift height of the loader
- Hopper dumps by reversing hydraulic flow, chains or electrical connections are not required
- Hopper dumps by reversing hydraulic flow
- Forward sweeping action into the front mounted collector hopper
- E-Z change brush pattern adjustment and floating brush

Vacuum Dust Abatement System Available!



=BRADCO

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.HARLEY

Ja,!MA.IOR

MC:MILLEN

SWEEPSTER

PALADINLIGHT CONSTRUCTION

CS High Dump Collector Sweeper

Features: -

Quick change brush with durable hex drive system to easily change brush without breaking hydraulic lines

Polypropylene or poly/wire sectional brush

Operates on 14 to 50 gpm hydraulic systems

- System pressure capability 2000 to 3500 psi
- Sweeping speeds up to 8 mph
- Utilizes existing prime movers:
 - 7 and 8 foot wide, 26" diameter brush sweepers for TLBs and compact wheel loaders up to 1.5 cubic yard capacity
 - 28.5 CID motors for hydraulic flows 15-25 GPM
 - Dual 28.5 CID motors for hydraulic flows 26-50 GPM
 - 8 and 9 foot wide 32" diameter Brush sweepers for wheel loaders 1.5 to 3 cubic yard capacity
 - Dual 28.5 CID motors for hydraulic flows 26-50 GPM
- Hopper lockout for maintenance

Factory or Field Installed Options:

- Single poly or wire gutter brush
- Dual poly or wire gutter brush
- Water dust suppression kit
- 25 & 85 gallon water tank
- Independent hydraulic system for tractor mounting
- Hose kits for mounting

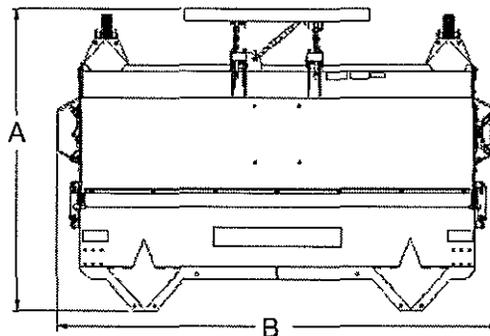
Factory Option ONLY:

- Vacuum Dust Abatement System
Call for information!

Specifications

	CS26		CS32	
	7 ft	8ft	8 ft	9ft
A. Length (overall) (without quick coupler)	75.25"	75.25"	80.25"	80.25"
B. Width (overall)	99.0"	111.0"	111.0"	123.0"
Sweeping Width	84.0"	96.0"	96.0"	108.0"
Brush Diameter	26.0"	26.0"	32.0"	32.0"
Hopper Capacity	.53 yd ³	.61 yd ³	.91 yd ³	1.02 yd ³
Weight (lbs)	1220	1440	1705	1918
Horizontal CG (broom lifted) (approx)	24.5"	24.5"	32"	32"

NOTE: Because of the varying locations of the auxiliary hydraulic quick couplers on the host machines, hoses will not be supplied from the manifold to the host machine. It will be the dealer/customer responsibility to supply the hoses, fittings, and quick couplers needed to make the proper connection



PH: (800) 456-7100

FX: (734) 996-9014

2800 North Zeeb Road
Dexter, MI 48130

United States of America

www.paladinbrands.com

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SHARLEY
M., MA, IQR
..hlchi"ILL.KN
5aua...

SCHEDULE "B"
TENDER FORM

This page and all the Tender Form pages, including the one with the signature block, must be submitted, i.e. pages 16 to 18 inclusive. GST and PST is payable by the City of Rossland to the Supplier (where applicable) and should not be included in unit prices.

Having carefully read and examined the Tender including the Minimum Specifications and all addenda, and having full knowledge of the requirements described therein, offer to provide the specified Equipment in accordance with the pricing set out below in CANADIAN FUNDS.

2014 WHEEL TRUCK LOADER				
Description	Demo Equip? Yes/No	Quantity	Unit Cost	Total Cost
2014 Model Year Wheel Loader (includes assembly, delivery and all duties, freight, etc. excluding any applicable GST or PST).		1	\$	\$
SUBTOTAL				\$
TRADE-IN 1998 CAT IT 28G Loader (approx. 6270hrs) And a 2 yard 4-in-1 multi-purpose bucket		1	(\$)	(\$)
SUBTOTAL				\$
GST				\$
PST				\$
TOTAL				\$
Optional Items Not Included Above				
Rear Camera System				
High Dump Collector Sweeper with Floating Suspension			\$	\$
SUBTOTAL OPTIONAL ITEMS				\$

Dated at _____ this _____ day of _____ 2014

 (Signature of Authorized Person)

ADDENDA

The Bidder acknowledges receipt of the following addenda issued by the City of Rossland:

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Legal Name of Business _____

Address _____

City _____

Postal Code _____

Telephone number _____

Fax number _____

Email address _____

The undersigned agrees to be bound by the terms and conditions of this Invitation to Tender and to supply (including assembly and delivery) the Equipment described in the Tender Form at the prices quoted. If a Purchase Order is issued by the City of Rossland to the undersigned, the undersigned will be bound by and will comply with the terms and conditions contained in the Invitation to Tender, the Bidder's accepted Bid and the Purchase Order which together will constitute the full and complete agreement between the parties.

Name

Title

Signature

Signature of Witness or Corporate Seal

Date