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# **TOOLCAT 5600 G SERIES**

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## **Request for Quotation**



The Corporation of the City of Fernie  
PO Box 190  
501 – 3<sup>rd</sup> Avenue  
Fernie, BC V0B 1M0  
Telephone: 250-423-6817  
Fax: 250-423-3034  
Attention: Byron Sarabun  
Operations Supervisor

**COVER PAGE**

**Issue Date:**

October 20, 2014

**Closing Location:**

The Corporation of the City of Fernie  
City Hall  
501 – 3<sup>rd</sup> Avenue  
PO Box 190  
Fernie, BC V0B 1M0  
Attention: Byron Sarabun, Operations Supervisor

**Closing Date and Time:**

**Quotations must be received by 4:00 p.m. local time on November 5, 2014. Please submit two (2) hard copies of your quotation.**

Quotations will not be opened publicly.

It is the sole responsibility of the Bidders to ensure they have obtained, prior to the Quotation closing, any addenda issued by the City of Fernie. Addenda will be posted on the City's website at [www.fernie.ca](http://www.fernie.ca) and available at City Hall, 501 – 3<sup>rd</sup> Avenue, PO Box 190, Fernie, BC V0B 1M0. The City of Fernie assumes no responsibility for notifying individual Bidders of the existence of addenda.

**Contact Person:**

Any inquiries are to be submitted in writing to:

Byron Sarabun  
Operations Supervisor  
City of Fernie,  
501 – 3<sup>rd</sup> Avenue, PO Box 190,  
Fernie, BC  
V0B 1M0  
Email: [byron.sarabun@fernie.ca](mailto:byron.sarabun@fernie.ca)  
Phone Number: (250) 423-6817  
Fax Number: (250) 423-3034

## **INTRODUCTION**

### **1. Requirements**

The City of Fernie is inviting contractors to submit a quotation for the supply of a new or new demonstration Toolcat 5600 G-Series in accordance with this Request for Quotation and Specifications.

### **2. Quotation Submission**

Location for Quotation delivery:

The Corporation of the City of Fernie  
City Hall  
501 – 3<sup>rd</sup> Avenue  
PO Box 190  
Fernie, BC  
V0B 1M0  
Attention: Byron Sarabun, Operations Supervisor

Quotations must be received in hard copy prior to the Closing Date and Time specified at the above address and be clearly marked “Toolcat 5600 G-Series Quotation”.

## **INSTRUCTIONS TO BIDDERS**

Prospective Bidders are directed to examine carefully the following information. Failure to follow the instructions may result in Quotation disqualification.

### **3. Request for Quotation Format**

- a) Cover Page (page 1)
- b) Introduction (page 2)
- c) Instructions to Bidders (pages 3 to 7)
- d) Specifications (pages 8 to 9)
- e) Quotation Form (pages 10 to 12)

### **4. Particulars Affecting Amount of Quotation**

Substitutions are not acceptable as Quotations shall be based on the specified material per the Quotation Form.

#### **Currency**

Quotation prices must be in Canadian funds.

#### **Quotation Validity**

Quotations shall be open for acceptance for at least 90 days after the closing date.

#### **FOB Point**

Prices are to be FOB destination, Public Works Yard, 1492 Railway Avenue, Fernie, BC including all delivery charges.

### **5. Completion and Submission of Quotation**

#### **Form of Quotation**

- a) Bidders shall submit their Quotations on the Quotation Form included in the Request for Quotation. The Quotation Form in its entirety is the only part of the document that must be submitted.
- b) By submission of a Quotation, the Bidder acknowledges receipt of any and all addenda issued by the City of Fernie.
- c) Alteration, qualification or omission to the Quotation Form may render the Quotation liable to rejection by the City of Fernie.
- d) The Bidder should initial any erasures or corrections it makes to the Quotation Form.
- e) Any unsigned Quotation will be rejected.
- f) Where applicable, in the event of a discrepancy between the individual prices and the total bid amount, the individual prices govern.

### **Bidder's Expenses**

- a) Bidders are solely responsible for their own expenses in preparing a Quotation. If the City of Fernie elects to reject all Quotations, the City of Fernie will not be liable to any Bidder for any claims, whether for costs or damages incurred by the Bidder in preparing the Quotation, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.
- b) Further to the preceding paragraph, the Bidder, by submitting a Quotation, agrees that it will not claim damages, for whatever reason, relating to the Contract or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Bidder in preparing its Quotation and the Bidder, by submitting a Quotation, waives any claim for loss of profits if no agreement is made with the Bidder.

### **Signature on Quotation**

The Quotation must be signed by a person authorized to sign on behalf of the Bidder and to bind the Bidder to its Quotation.

### **Delivery of Quotation**

- a) The properly completed and executed Quotation Form should be enclosed in a sealed envelope or package. The Quotation must be delivered into the possession of the City of Fernie at the address given in the Request for Quotation prior to the time and date specified therein for the closing of Quotations. The name and address of the Bidder and the project title should appear on the face of the envelope.
- b) Quotations and other related documents received after the closing time will not be considered by the City of Fernie.
- c) The date and time recorded by the City of Fernie will take precedence over any machine initiated date and time information on Quotations or revisions transmitted through a facsimile machine or by email.

### **Revisions of Quotation**

By submission of a clear and detailed written notice, the Bidder may amend or withdraw its Quotation prior to the closing date and time. Upon closing time, all Quotations become irrevocable.

### **Ownership of Quotations**

All documents, including Quotations, submitted to the City of Fernie become the property of the City of Fernie. 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.

## **6. Acceptance of Quotation**

### **Lowest Quotation**

The lowest or any Quotation will not necessarily be accepted.

### **Owner's Discretion**

- a) Quotations that contain qualifying conditions or otherwise fail to conform to the Instructions to Bidders may, at the sole discretion of the City of Fernie, be disqualified or rejected. The Owner may, however, in its sole discretion, retain for its consideration Quotations that are non-conforming because they fail to comply with the Instructions to Bidders with regard to content, form, submission process or any other matter.
- b) The City of Fernie retains the separate right to waive irregularities in the Quotation Form if in the City of Fernie's sole discretion such irregularities are of a minor or technical nature.
- c) The City of Fernie reserves the right to award multiple contracts, ie. too more than one Bidder, should it deem this to be in the best interest of the City of Fernie.
- d) The City of Fernie may, in its absolute discretion, reject any Quotation 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 services.
- e) In the event that all Quotations received are over budgetary expectations, the City reserves the right to collapse the Request for Quotation and negotiate with the lowest priced or any Bidder, or with any firm whether or not it's submitted a Quotation.
- f) The City of Fernie reserves the right not to proceed with award to any Bidder if it determines, at its sole discretion, that not entering into a contract with any of the Bidders would be in the best interest of the City of Fernie.

## **7. Evaluation**

In evaluating Quotations, the City of Fernie will consider the following:

- Price
- Compliance with specified items in the Quotation Form
- Work Schedule
- Warranty

The successful Quotation will be the one deemed to represent best value to the City. The City of Fernie will not enter into an agreement with any Bidder that the Corporation deems, at its sole discretion, is unable to satisfy minimum requirements with respect to any of the criteria listed above.

## **8. Purchase Order**

The City of Fernie will not be obligated in any manner to any potential supplier whatsoever until a Purchase Order has been issued by the City of Fernie respecting a Quotation. The following terms and conditions will apply to the purchase order.

- a) The Contractor must promptly notify the City of Fernie if the order cannot be filled.
- b) The City of Fernie reserves the right to cancel the purchase order if promised or specified delivery is not met or if goods or services fail to meet specification requirements. Over shipments against the order may be returned with all freight charges to the Contractor's account. Order numbers must be shown on all invoices, packing slips and packages. Shipments must be accompanied by a properly completed delivery slip.
- c) The City of Fernie has the right of inspection and approval. Inspection by the City of Fernie of advance samples shall not constitute final acceptance and the Contractor will remain bound by any warranties set out in the specification requirements. No substitutions are permitted unless previously agreed to by the City of Fernie and confirmed in writing.
- d) The Contractor must indemnify the City of Fernie against any claim of any person, firm, or corporation alleging that the sale by the Contractor to the City of Fernie constitutes an infringement of patent rights, copyright or any other intellectual property rights.
- e) The Contractor is an independent contractor and must indemnify, protect, and save harmless the City of Fernie, its agents, employees, successors and assigns from any and all damage, liabilities and claims of whatsoever nature arising out of the furnishing by the Contractor, its agents or employees, of the materials and/or performing of the services covered by the purchase order or incidental or ancillary thereto.

- f) The Contractor must not change prices, terms or conditions without the prior written permission of the Buyer as noted on the Request for Quotation.
- g) The Agreement is governed by the laws of the Province of British Columbia.
- h) Method of payment is governed by City policy as well as applicable Federal and Provincial law.
- i) Time will be of the essence in this Agreement
- j) The Contractor must comply with all applicable laws in providing the goods/services.
- k) The City of Fernie is dedicated to successful negotiation to resolve any conflict arising in the performance of the purchase order. In the event of unsuccessful informal negotiations however, all disputes rising out of or in connection with the purchase order, or in respect of any defined legal relationship associated therewith or derived therefrom, will be referred to and finally resolved by arbitration.



## **SPECIFICATIONS**

The City will consider quotations for the supply of a new or new demonstration Toolcat 5600 G-Series with full new equipment warranty, meeting the following specifications. **Bidders quoting “New Demonstration” Equipment must clearly indicate this on the Quotation Form.**

Quotations must refer to and satisfy all specifications and concerns as noted below. Any **additional** options on a quoted unit are invited but must be listed as an option with any associated costs. The City shall not compensate for any items not requested in the specifications but included on the units quoted.

### **General:**

- Block Heater - 1000 – 1500 watt block heater
- Backup alarm
- Battery – heavy duty - maintenance-free
- Cab enclosure (heating and air conditioning)
- Cab heater and defroster
- Floor covering - heavy-duty black vinyl mat
- Front and rear halogen work lights (LED preferred)
- Piping for quick attachments at the bucket
- Horn
- Pressurized operator’s cab with noise reduction system
- Rear view mirror
- Turn signal lights
- Seat belt
- Spare tire (1)
- Tail lights
- Tires (heavy duty with winter tread – min. 8 ply)
- 4 way flashers
- Brake Lights
- Side Mirrors
- Lower Engine Guard
- High Flow Package
- Keyless Ignition
- Attachment Control
- AM/FM Radio Option
- Traction Control
- Interior Trim

**Other Equipment:**

- LED roof beacon
- Two-way Motorola radio (CM200 model number) - with City channels installed

**Attachments included:**

- Snow “V” Blade with flotation option - 60”
- SP 12 Sander

**Attachments Optional:**

- Snow Blower - “60”
- General Purpose Bucket - “68”
- Angle Broom - “68”
- Turf Tires x4

**Warranty:**

- Extended warranty - 3 years/3000 hours.

### **QUOTATION FORM**

**This page and all the Quotation Form pages, including the one with the signature block, must be submitted, ie. pages 10 to 12 inclusive**

All prices must be in Canadian Funds. PST and GST are payable by the City of Fernie to the Contractor (where applicable) and should not be included in the unit prices.

<b>Toolcat 5600 G-Series</b>			
<b>Description</b>	<b>Quantities</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Toolcat 5600 G-Series (includes assembly, delivery and all taxes, duties, etc. excluding PST & GST).	1	\$	\$
Attachments included (please price separately and include part number.)	1	\$	\$
	1	\$	\$
<b>TOTAL</b>			\$
<b>PST &amp; GST</b>			\$
<b>GRAND TOTAL</b>			\$
<b>Optional Items Not Included Above (Please detail below including part #'s)</b>			
1)		\$	\$
2)		\$	\$
3)		\$	\$
4)		\$	\$
5)		\$	\$

The above quotation is for Demonstration Equipment: \_\_\_\_\_ yes \_\_\_\_\_ no

### **DELIVERY SCHEDULE**

The City of Fernie would like the equipment delivered on or before November 28<sup>th</sup>, 2014.  
Please identify delivery date.

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**WARRANTY**

Please provide details respecting the warranty provided with the equipment and identify the location from which warranty service is provided. Please identify any extended warranty options that may be available and any associated costs:

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**TRAINING**

Quote must include on a separate line any associated costs to provide Training/Orientation for City of Fernie staff for a minimum of 4 hours. Training to be provided at City of Fernie public works yard (1492 Railway Avenue).

**REFERENCES**

Please provide references as follows: The City may contact these references at its discretion. In addition, the City may also contact any other organization it deems relevant in order to evaluate the Bidder's ability to complete the works.

Name of Company	Contact Person & Telephone #	Brief Description of Services

**ADDENDA**

The Bidder acknowledges receipt of the following addendums issued by the City of Fernie:

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Legal name of \_\_\_\_\_  
Business \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_  
Postal Code \_\_\_\_\_  
Telephone # \_\_\_\_\_  
Fax # \_\_\_\_\_  
Email \_\_\_\_\_  
Primary Contact \_\_\_\_\_

The undersigned agrees to be bound by the terms and conditions of this Request for Quotation and to supply and/or install the items described in the Quotation Form at the prices quoted. If a purchase order is issued by the City of Fernie to the undersigned, the undersigned will be bound by and will comply with the terms and conditions contained in the Request for Quotation and the purchase order which will constitute the full and complete agreement between the parties.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Witness or Corporate Seal

\_\_\_\_\_  
Date