



The City of Saint John

**Request for Proposals**  
**2021-230501P**  
**Wheeled Hydraulic Excavator**  
**Saint John, New Brunswick**

Request for Proposals No.: 2021-230501P

Issued: Wednesday, July 28, 2021

Submission Deadline: Thursday, August 19, 2021, 4:00 p.m., ADT

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## **PART 1 – INTRODUCTION**

### **1.1 Invitation to Proponents**

- (1) This Request for Proposals (“RFP”) is an invitation by The City of Saint John (the “City”) to prospective proponents to submit proposals for the supply of one (1) or more wheeled hydraulic excavator(s) as further described in Part 2 – The Deliverables (the “Deliverables”).

### **1.2 RFP Contact Person**

- (1) For the purposes of this procurement process, the “City Contact” shall be:

Chris Roberts, SCMP, CPPB  
Procurement Manager  
Supply Chain Management  
The City of Saint John  
Email: [supplychainmanagement@saintjohn.ca](mailto:supplychainmanagement@saintjohn.ca)

### **1.3 Type of Contract for Deliverables**

- (1) The City will issue a purchase order to the successful proponent for the vehicle detailed in this request for proposal.

### **1.4 No Guarantee of Volume of Work or Exclusivity of Contract**

- (1) The City makes no guarantee as to the value or volume of the Deliverables. The contract to be entered with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The City may contract with others for same or similar to the Deliverables or may obtain the same or similar to the Deliverables internally.

### **1.5 Canadian Free Trade Agreement (CFTA)**

- (1) Proponents should note that procurements falling within the scope of Chapter 5 of the Canadian Free Trade Agreement (CFTA) are subject to that chapter but that the rights and obligations of the parties shall be governed by the specific terms of this RFP. For further reference, please see the Internal Trade Secretariat website at <https://www.cfta-alec.ca/>.

**[End of Part 1]**

## **PART 2 – THE DELIVERABLES**

### **2.1 Description of Deliverables**

- (1) This RFP is an invitation to submit offers for the supply of one (1) or more wheeled hydraulic excavator(s) as further described in Appendix D – RFP Particulars – Section A - The Deliverables.

**[End of Part 2]**

## PART 3 – EVALUATION OF PROPOSALS

### 3.1 Timetable

- (1) The RFP timetable is tentative only, and may be changed by the City at any time.

|                              |  |
|------------------------------|--|
| Issue Date of RFP            | Wednesday, July 28, 2021                 |
| Deadline for Questions       | Wednesday, August 11, 2021, 4:00 pm, ADT |
| Deadline for Issuing Addenda | Thursday, August 12, 2021, 4:00 pm, ADT  |
| Submission Deadline          | Thursday, August 19, 2021, 4:00 pm, ADT  |
| Rectification Period         | 3 Business Days                          |

### 3.2 Submission Instructions

#### (A) Proposals Should Be Submitted at Prescribed Location

- (1) In light of the Covid-19 pandemic, proposals are to be emailed to: [supplychainmanagement@saintjohn.ca](mailto:supplychainmanagement@saintjohn.ca)
- (2) The technical proposal should be a signed pdf, clearly marked: “**Technical Proposal: 2021-230501P – Hydraulic Wheeled Excavator**”.
- (3) The financial proposal should be a separate, signed pdf, clearly marked: “**Financial Proposal: 2021-230501P – Hydraulic Wheeled Excavator**”.

#### (B) Proposals Should Be Submitted on Time

- (1) Proposals shall be submitted on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected.

#### (C) Amendment of Proposals

- (1) Proponents may amend their proposals prior to the Submission Deadline by submitting their amendment via email. Any amendment should clearly indicate which part of the proposal the amendment is intended to affect.

#### (D) Withdrawal of Proposals

- (1) At any time throughout the RFP process, a proponent may withdraw a submitted proposal. To effect a withdrawal, a notice of withdrawal must be sent to the City Contact and must be signed by an authorized representative. The City is under no obligation to return withdrawn proposals.

### 3.3 Stages of Proposal Evaluation

- (1) The City will conduct the evaluation of proposals and selection of the highest ranked proponent in the following three stages described in further detail below:

- (a) Stage I – Mandatory Requirements and Rectification
- (b) Stage II – Evaluation of Rated Criteria and Pricing
- (c) Stage III – Selection and Final Negotiation

**(A) Stage I – Mandatory Requirements and Rectification**

**Submission and Rectification Period**

Stage I will consist of a review to determine which proposals comply with all of the mandatory requirements. Proposals failing to satisfy the mandatory requirements as of the Submission Deadline will be provided an opportunity to rectify any deficiencies. Proposals satisfying the mandatory requirements during the Rectification Period, as described in Part 3 – Section 3.1 – Timetable will proceed to Stage II. Proposals failing to satisfy the mandatory requirements within the Rectification Period will be excluded from further consideration. The Rectification Period will begin to run from the date and time that the City issues its rectification notice to the proponents.

**Mandatory Submission Forms**

Other than inserting the information requested on the mandatory submission forms set out in this RFP, a proponent may not make any changes to any of the forms.

**Submission Form (Appendix A)**

Each proponent must complete the Submission Form and include it with their technical proposal. The Submission Form must be signed by an authorized representative of the proponent.

**Pricing Form (Appendix B)**

Each proponent must complete the Pricing Form and include it with their financial proposal. The Pricing Form must be completed according to the instructions contained in the form. Fees must be provided in Canadian funds, inclusive of all costs, applicable duties, overhead, and insurance costs, except for HST/GST.

**Other Mandatory Requirements**

Each proposal must:

- (A) Be in English.
- (B) **Stage II – Evaluation of Rated Criteria and Pricing**

Stage II will consist of a scoring by the City of each qualified proposal on the basis of the rated criteria and the pricing in accordance Appendix C – Section B – Evaluation Criteria.

**(C) Stage III – Selection and Final Negotiation**

Once the proposals have been evaluated as per Stage II, the top-ranked proponent may be selected to enter into direct negotiations.

During the negotiation, the City may provide the top-ranked proponent with any additional information and may seek further information and proposal improvements.

**[End of Part 3]**

## **PART 4 – TERMS AND CONDITIONS OF THE RFP PROCESS**

### **4.1 General Information and Instructions**

#### **(A) Proponents to Follow Instructions**

- (1) Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable part, section, subsection or paragraph numbers of this RFP.

#### **(B) Information in RFP Only an Estimate**

- (1) The City and its representatives shall not be liable for any information or advice or any discrepancies or errors or omissions that may be contained in this RFP or an Addenda, appendices, data, materials or documents (electronic or otherwise) attached or provided to the proponents pursuant to this RFP.
- (2) The City and its advisors make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general scale and scope of the work. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

#### **(C) Proponents Shall Bear Their Own Costs**

- (1) The proponent shall bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews, and/or presentations.

#### **(D) Regional Municipalities**

As a condition of award, the successful vendor(s) agree(s) that Regional Municipalities shall have the advantage of the discounts and prices accepted by the City. Regional Municipalities will be considered to be any community that is in the boundaries of the Fundy Regional Service Commission. This in no way commits these municipalities to accepting any proposal.

The City is not responsible for payment for products or services supplied to any Regional Municipality.

The vendor(s) shall invoice Regional Municipalities directly for any product or services supplied to them under this RFP.

Failure to comply with the above terms and conditions of this quotation will result in the immediate cancellation of the contract, without further notice.



## **4.2 Communication after Issuance of RFP**

### **(A) Proponents to Review RFP**

- (1) Proponents shall promptly examine all of the documents comprising this RFP, and
  - (a) Shall report any errors, omissions or ambiguities; and
  - (b) May direct questions or seek additional information in writing by email to the City Contact on or before the Deadline for Questions. All questions submitted by proponents by email to the City Contact shall be deemed to be received once the email has entered into the City Contact's email inbox. No such communications are to be directed to anyone other than the City Contact. The City is under no obligation to provide additional information, and the City shall not be responsible for any information provided by or obtained from any source other than the City Contact.
- (2) It is the responsibility of the proponent to seek clarification from the City Contact on any matter it considers to be unclear. The City shall not be responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

### **(B) All New Information to Proponents by Way of Addenda**

- (1) This RFP may be amended only by an addendum in accordance with this subsection. If the City, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addenda. Each addendum forms an integral part of this RFP.
- (2) Such addenda may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the City. Addenda may be obtained from the City's website ([www.saintjohn.ca](http://www.saintjohn.ca)). In Appendix A, proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

### **(C) Post-Deadline Addenda and Extension of Submission Deadline**

- (1) If any addendum is issued after the Deadline for Issuing Addenda, the City may at its discretion extend the Submission Deadline for a reasonable period of time.

### **(D) Verify, Clarify and Supplement**

- (1) When evaluating responses, the City may request further information from the proponent or third parties in order to verify, clarify, or supplement the information provided in the proponent's proposal. The City may revisit and re-evaluate the proponent's response or ranking on the basis of any such information.

### **(E) No Incorporation by Reference**

- (1) The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal will not be considered to form part of its proposal.

**(F) Proposal to Be Retained by the City**

- (1) The City will not return the proposal or any accompanying documentation submitted by a proponent.

**4.3 Debriefing**

**(A) Debriefing**

- (1) Upon written request from any proponent, the City may provide a more detailed oral debriefing either by phone or in person, as required by the proponent. The written request shall be submitted to the City Contact no later than 15 calendar days after such notification.
- (2) The acceptance of the successful proposal shall not be discussed during a debriefing.

**(B) Procurement Protest Procedure**

- (1) The parties shall attempt to negotiate all disputes in good faith.
- (2) In the event the parties are unable through good faith negotiations to mutually resolve any dispute, controversy or claim arising out of, in connection with, or in relation to the interpretation, performance or breach of this RFP, such dispute, controversy or claim shall be referred to the dispute resolution procedure in accordance to Part 4 – Section 4.8 – Dispute Resolution Procedure.

**4.4 Prohibited Conduct**

**(A) Proponent Not to Communicate with Media**

- (1) A proponent may not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the City Contact.

**(B) No Lobbying**

- (1) A proponent may not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent.

**(C) Illegal or Unethical Conduct**

- (1) Proponents shall not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud or collusion. Proponents shall not engage in any unethical conduct, including other inappropriate communications, offering gifts to members of Common Council, employees, officers or other representatives of the City, deceitfulness, submitting proposals containing misrepresentations or other misleading or inaccurate information, or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

**(F) Past Performance or Inappropriate Conduct**

- (1) The City may prohibit a proponent from participating in the procurement process based on past performance or based on inappropriate conduct in a prior procurement process.
- (2) Such inappropriate conduct shall include, but not be limited to the following:
  - (a) All the conducts as described in Part 4 – Section 4.4;
  - (b) The refusal of the proponent to honour its pricing or other commitments made in its proposal; or
  - (c) Any other conduct, situation or circumstance determined by the City, in its sole and absolute discretion, to constitute a Conflict of Interest.

**4.5 Confidential Information**

**(A) Confidential Information of City**

- (1) All information provided by or obtained from the City in any form in connection with this RFP either before or after the issuance of this RFP:
  - (a) Is the sole property of the City and must be treated as confidential;
  - (b) Is not to be used for any purpose other than replying to this RFP and the performance of any subsequent Contract;
  - (c) Must not be disclosed by the proponent to any person, other than persons involved in the preparation of the proponent’s proposal or the performance of any subsequent contract, without prior written authorization from the City; and
  - (d) Shall be returned by the proponents to the City immediately upon the request of the City.

**(B) Confidential Information of Proponent**

- (1) A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the City. The confidentiality of such information will be maintained by the City, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to the City’s advisors retained for the purpose of evaluating or participating in the evaluation of their proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the City Contact.

#### **4.6 Procurement Process Non-Binding**

##### **(A) No Contract A and No Claims**

- (1) The procurement process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations.
- (2) For greater certainty and without limitation:
  - (a) This RFP shall not give rise to any Contract A based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
  - (b) Neither the proponent nor the City shall have the right to make any claims (in contract, tort, equity or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a response to this RFP.

##### **(B) No Contract until Execution of Written Contract**

- (1) The RFP process is intended to identify the highest ranked proponent for the purposes of entering into a contract. No legal relationship or obligation regarding the procurement of any good or service shall be created between the proponent and the City by the RFP process until the issuance of a purchase order for the acquisition of such goods and/or services.

##### **(C) Non-Binding Price Estimates**

- (1) While the pricing information provided in responses will be non-binding prior to the issuance of a purchase order, such information will be assessed during the evaluation of the responses and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation, ranking or contract award.

##### **(D) Disqualification for Misrepresentation**

- (1) The City may disqualify the proponent or rescind a contract subsequently entered into if the proponent's response contains misrepresentations, omissions, or any other inaccurate, misleading or incomplete information.

##### **(E) Cancellation**

- (1) The City may cancel or amend the RFP process without liability at any time.

#### **4.7 Governing Law and Interpretation**

##### **(A) Governing Law**

- (1) The terms and conditions in this Part 4:

- (a) Are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);
- (b) Are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and
- (c) Are to be governed by and construed in accordance with the laws of the province of New Brunswick and the federal laws of Canada applicable therein.

**[End of Part 4]**

## APPENDIX A– SUBMISSION FORM

**(A) Proponent Information**

|  |  |
|--|--|
| Please fill out the following form, and name one person to be the contact for your response to this RFP response and for any clarifications or amendments that might be necessary. |  |
| Full Legal Name of Proponent:  |  |
| Any Other Relevant Name under Which the Proponent Carries on Business:   |  |
| Street Address:  |  |
| City, Province/State:  |  |
| Postal Code:   |  |
| Phone Number:  |  |
| Fax Number:  |  |
| Company Website (If Any):  |  |
| RFP Contact Person and Title:  |  |
| RFP Contact Phone:   |  |
| RFP Contact Facsimile:   |  |
| RFP Contact E-mail:  |  |

**(B) Acknowledgment of Non-Binding Procurement Process**

The proponent acknowledges that the RFP process will be governed by the terms and conditions of this RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal legally binding bidding process, and that there will be no legal relationship or obligations created until the City and the selected proponent have executed issued a purchase order.

**(C) Ability to Provide Deliverables**

The proponent has carefully examined this RFP documents and has a clear and comprehensive knowledge of the Deliverables required under this RFP. The proponent represents and warrants its ability to provide the Deliverables required under this RFP in accordance with the requirements of this RFP for the fees set out in the Pricing Form and has provided a list of any subcontractors to be used to complete the proposed contract.

**(D) Mandatory Forms**

The proponent encloses as part of the proposal the mandatory forms set out below:

| FORM                   | INITIAL TO ACKNOWLEDGE |
|------------------------|------------------------|
| <b>Submission Form</b> |                        |
| <b>Pricing Form</b>    |                        |

**Notice to proponents:** There may be forms required in this RFP other than those set out above. See the Mandatory Requirements section of this RFP for a complete listing of mandatory forms.

**(E) Non-Binding Price Estimates**

The proponent has submitted its fees in accordance with the instructions in this RFP and in the Pricing Form set out in Appendix B. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work.

**(F) Addenda**

The proponent is deemed to have read and accepted all addenda issued by the City prior to the Deadline for Issuing Addenda. The onus remains on proponents to make any necessary amendments to their proposal based on the addenda. The proponent confirms that it has received all addenda by listing the addenda numbers or, if no addenda were issued, by writing the word "None" on the following line: \_\_\_\_\_ . Proponents who fail to complete this section will be deemed to have received all posted addenda.

**(G) No Prohibited Conduct**

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

**(H) Disclosure of Information**

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the City to the City's advisers retained for the purpose of evaluating or participating in the evaluation of this proposal.

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Proponent Representative

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

I have the authority to bind the proponent.

## APPENDIX B – PRICING FORM

### ITEM # 1 - SPECIFICATION # 765-21 – WHEELED HYDRAULIC EXCAVATOR

The undersigned hereby agrees to furnish the equipment listed in accordance with the specifications on file in the office of the Supply Chain Management Department and which are attached hereto.

Mfg. Year: \_\_\_\_\_ Mfg. Make: \_\_\_\_\_

Mfg. Model: \_\_\_\_\_ Mfg. Stock Code: \_\_\_\_\_

**Net purchase price per vehicle:**     \$ \_\_\_\_\_ / Each  
Bid price to exclude tax (HST).

#### **UPGRADE OPTIONS – Complete Descriptions in Specification Sections**

Specify the ADDITIONAL cost of adding each of the following options to the vehicle as specified:

| UPGRADE OPTIONS  | PRICE/VEHICLE*             |
|--|----------------------------|
| <b>Spec No. 765-21, 12.a.</b> Vibratory Plate Compactor  | \$                         |
| <b>Spec No. 765-21, 12.b.</b> 2,500 Watt Power Inverter  | \$                         |
| <b>Spec No. 765-21, 12.c.</b> 4 Tine Thumb with Controls | \$                         |
| <b>Spec No. 765-21, 12.d.</b> Craig Rock Bucket          | \$                         |
| <b>Spec No. 765-21, 12.e.</b> Loading Scales             | \$                         |
| <b>Extended Warranty</b>                                 | Attach Options to Proposal |

\*Excluding taxes

It is agreed that the unit(s) as bid will be delivered **complete within \_\_\_\_\_ weeks (state number of weeks)** from date of purchase order and that failure to deliver within such period may be cause for cancellation of the purchase order. Delivery is to be made to the Fleet Management Division, 175 Rothesay Avenue, Saint John, N.B.

The proposal prices are to remain open for acceptance by the City for a period of 90 days from date of proposal closing. This shall in no way operate as a waiver on the City of Saint John or any of its rights under the contract.

It is understood by the undersigned that the right is reserved by the City of Saint John to reject any and all bids, and to accept any bid deemed to be in the City's best interest.

|              |            |
|--------------|------------|
| COMPANY:     | ADDRESS:   |
| NAME:(print) | SIGNATURE: |
| TEL NO:      | FAX NO:    |
| DATE:        | REMARKS:   |



## APPENDIX C – RFP PARTICULARS

**(A) The Deliverables**

Proponents are to consult Appendix D, “Specifications” for detailed vehicle requirements.

**(B) Evaluation Criteria**

(1) The following is an overview of the categories and weighting for the rated criteria relevant to the evaluation of proposals under this RFP.

| STAGE II OF EVALUATION PROCESS  | SCORING (POINTS) |
|---|------------------|
| <b>Quality and Completeness:</b> <ul style="list-style-type: none"> <li>• Has the proponent addressed all of the needs identified?</li> <li>• Is the proposal presented in an organized and professional manner?</li> </ul>   | 5                |
| <b>Proponent’s Experience:</b> <ul style="list-style-type: none"> <li>• Has the proponent demonstrated a level of expertise in supplying vehicles similar to those contemplated in this document? Is the proponent utilizing a sub-contractor with demonstrated experience for upfitting the vehicles?</li> </ul> | 10               |
| <b>Specifications:</b> <ul style="list-style-type: none"> <li>• Do the proposed vehicles comply with the specifications contained in this document?</li> </ul>  | 40               |
| <b>Delivery</b> <ul style="list-style-type: none"> <li>• Do the proposed timelines meet with the City’s requirements?</li> </ul>  | 10               |
| <b>Warranty</b> <ul style="list-style-type: none"> <li>• Standard Warranty Included</li> <li>• Extended Warranty(ies) Available</li> </ul>  | 5                |
| <b>Cost:</b> <ul style="list-style-type: none"> <li>• Cost will be a factor, however, neither the only factor nor the determined factor, in the evaluation of the proposals.</li> </ul>   | 30               |
| <b>TOTAL POINTS FOR STAGE II</b>  | <b>100</b>       |

## APPENDIX D – SPECIFICATIONS

### CITY OF SAINT JOHN

#### RUBBER TIRE EXCAVATOR VEHICLE(S) 456

#### MINIMUM SPECIFICATIONS

| SPECIFICATION  | COMPLY (✓)<br>YES      NO |  | IF “NO” EXPLAIN |
|--|---------------------------|--|-----------------|
| <b>1. MODEL:</b>   |                           |  |                 |
| a. New current model year 2021 or newer, not previously used   |                           |  |                 |
| <b>2. TYPE:</b>  |                           |  |                 |
| a. Wheeled hydraulic excavator, complete with ride control, and plumbing for Hydraulic Hammer  |                           |  |                 |
| b. Hydrostatic all-wheel drive   |                           |  |                 |
| c. Operating weight of thirty-six thousand (36,000) lbs (16,326 kg)  |                           |  |                 |
| d. The supplier is responsible for delivering a fully equipped vehicle with compatible components to provide dependable efficient service. The vehicle shall meet or surpass the mandatory requirements to operate on the public highways in the province of New Brunswick |                           |  |                 |
| <b>3. ENGINE:</b>  |                           |  |                 |
| a. Six (6) cylinder, tier four (4) final, four (4) stroke diesel   |                           |  |                 |
| b. Water cooled, with heavy duty, severe service radiator  |                           |  |                 |
| c. Antifreeze capable of testing to minus forty (-40) and shall meet all engine manufacturer’s specifications  |                           |  |                 |
| d. One (1) - One hundred and forty-two (142) HP  |                           |  |                 |
| e. SAE.J1349 net at flywheel   |                           |  |                 |

| SPECIFICATION   | COMPLY (✓) |    | IF "NO" EXPLAIN |
|---|------------|----|-----------------|
|   | YES        | NO |                 |
| f. Cold weather starting aid                                  |            |    |                 |
| g. One (1) - One hundred and twenty (120) volt coolant heater |            |    |                 |
| h. Heavy duty starter   |            |    |                 |
| i. Heavy duty alternator – Eighty (80) AMP                    |            |    |                 |
| j. Fuel consumption per hour @ rated H.P. @2000 RPM: _____    |            |    |                 |
| <b>4. TRANSMISSION:</b>                                       |            |    |                 |
| a. Full hydrostatic drive                                     |            |    |                 |
| b. All wheel drive  |            |    |                 |
| c. Heavy duty hydraulic cooler                                |            |    |                 |
| d. Must have synthetic transmission fluid                     |            |    |                 |
| <b>5. UNDERCARRIAGE:</b>                                      |            |    |                 |
| a. Twelve (12) ply pneumatic traction tread radial tires      |            |    |                 |
| b. Dual wheels each axle, complete with fenders               |            |    |                 |
| c. Hydraulic outriggers at rear                               |            |    |                 |
| d. Hydraulic dozer blade at front                             |            |    |                 |
| e. Oscillating steering axle. Lockable from within the cab    |            |    |                 |
| <b>6. BRAKES:</b>   |            |    |                 |
| a. Hydraulic self-adjusting wet brakes                        |            |    |                 |
| b. All wheel braking (independent front/rear)                 |            |    |                 |
| c. Spring applied, hydraulic pressure release Parking brake   |            |    |                 |
| <b>7. STEERING:</b>   |            |    |                 |
| a. Full hydraulic   |            |    |                 |
| b. Relief valve protected                                     |            |    |                 |

| SPECIFICATION  | COMPLY (✓) |    | IF “NO” EXPLAIN |
|--|------------|----|-----------------|
|  | YES        | NO |                 |
| <b>8. HYDRAULICS</b>   |            |    |                 |
| a. Relief valve protected  |            |    |                 |
| b. All hydraulic cylinder rams to be hardened chrome   |            |    |                 |
| c. All hydraulic cylinders to have replaceable piston and rod seals  |            |    |                 |
| d. Hydraulic cushioned boom, bucket, and arm cylinders   |            |    |                 |
| e. Heavy duty oil cooler   |            |    |                 |
| f. Large capacity oil reserve  |            |    |                 |
| g. Full flow filter protected  |            |    |                 |
| h. Oil tank level gauge  |            |    |                 |
| i. Hydraulic system shall be equipped with pressure test connections   |            |    |                 |
| j. All flex hoses to be high pressure wire braid   |            |    |                 |
| k. Cab mounted hydraulic temperature indicator   |            |    |                 |
| l. Pilot operated check valves to be provided for the operation of Tramac Hydraulic Hammer – Model N-2000  |            |    |                 |
| m. The auxiliary hydraulic circuit shall be steel pipe where possible to the end of boom stick   |            |    |                 |
| n. The pressure line shall be one (1) inch I.D. left side mounted with a protected ball valve at the end of the pipe and hydraulic quick coupler.                  |            |    |                 |
| o. The return line shall be one point two-five (1.25) inch I.D. right side mounted with a protected ball valve at the end of the boom and hydraulic quick coupler. |            |    |                 |
| p. The auxiliary hydraulic circuit must be set to an operating pressure of one hundred sixty-five (165) Bar (2400 PSI) and the auxiliary circuit must be set to    |            |    |                 |

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|--|------------|----|-----------------|
|  | YES        | NO |                 |
| an oil flow rate of one hundred twenty (120) L/min (32 gals/min)   |            |    |                 |
| q. The auxiliary hydraulic circuit shall incorporate an accumulator if required for the operation of the above-mentioned hydraulic hammer  |            |    |                 |
| r. The auxiliary hydraulic circuit must have operating controls (electric thumb switch) within easy reach of the operator in the cab and all wiring to be properly protected and enclosed in conduit   |            |    |                 |
| s. One (1) hydraulic return filter to be installed in the auxiliary hydraulic circuit for the protection of the hammer   |            |    |                 |
| t. One (1) hydraulic flow control valve with adjustable relief valve to be installed in the auxiliary hydraulic circuit for the hammer operation   |            |    |                 |
| <b>9. BUCKET AND BOOM:</b>   |            |    |                 |
| a. Supply and install a Craig hydraulic "Wedge Lock" coupler c/w two (2) inch cylinder – three-point five (3.5) inch stroke for Wedge Lock mechanism. Constant system pressure to ensure wedge mechanism remains tight - c/w G40 ribs. Coupler to hold tip radius to OEM specification buckets to ensure maximum dig force.                      |            |    |                 |
| b. Two (2) boom mounted (one each side), adjustable "LED" work lights  |            |    |                 |
| c. Bucket to be a Craig 0.75 cu yd. (.573 cu. M), thirty-six (36) inch (914 mm) width with hard faced sides and bottom wear plates c/w five (5) Hensley (1U3302) teeth and side cutters - (3) 3G6304 centre adapter (1) 3G6306 left adapter (1) 3G6305 right adapter. To be operational and compatible with the Craig wedge lock coupler system. |            |    |                 |

| SPECIFICATION  | COMPLY (✓) |    | IF "NO" EXPLAIN |
|--|------------|----|-----------------|
|  | YES        | NO |                 |
| d. One (1) piece main boom   |            |    |                 |
| e. One (1) piece standard length stick boom  |            |    |                 |
| f. Minimum digging depth of eighteen (18) feet (5.48M)   |            |    |                 |
| g. Horizontal reach of twenty-nine (29) feet (8.83M)   |            |    |                 |
| h. Heat treated, welded steel boom   |            |    |                 |
| i. Electric operated automatic greaser to lubricate the boom. The greaser to be securely fastened and located as not to interfere with moving parts or hydraulic hoses.  |            |    |                 |
| j. Craig wedge lock coupler system to be compatible with the system being currently used on 2011 Volvo EW160C.   |            |    |                 |
| <b>10. CAB:</b>  |            |    |                 |
| a. Noise dampening, insulated cab with arctic insulation   |            |    |                 |
| b. CSA approved tinted safety swing out or slide up front window   |            |    |                 |
| c. CSA approved tinted safety sliding windows on rear or sides   |            |    |                 |
| d. Foot and hand throttle  |            |    |                 |
| e. Heavy duty heater and defroster with air conditioning   |            |    |                 |
| f. Intermittent wipers with washers  |            |    |                 |
| g. Full instrument gauges – to include hour meter, tachometer, speedometer with odometer, voltmeter, engine oil pressure, coolant temperature, fuel level, transmission temperature, hydraulic oil temperature and low oil level |            |    |                 |
| h. Two (2) exterior six by sixteen (6x16) inch mirrors (one each side) with built-in marker lights   |            |    |                 |

| SPECIFICATION  | COMPLY (✓) |    | IF "NO" EXPLAIN |
|--|------------|----|-----------------|
|  | YES        | NO |                 |
| i. One (1) adjustable rear view interior mirror  |            |    |                 |
| j. Must be equipped with all lighting required under Motor Vehicle Safety Standards as per Federal (Canadian) and Provincial (New Brunswick) highway requirements                  |            |    |                 |
| k. Fully adjustable, high back, cloth covered, suspension seat with seat belts   |            |    |                 |
| l. Vandal protection all compartments  |            |    |                 |
| m. Heavy Duty full rubber floor mat  |            |    |                 |
| n. AM/FM radio with Bluetooth capability   |            |    |                 |
| o. Sound suppression package   |            |    |                 |
| p. Supply and install on roof, one (1) Grote # 77453 amber strobe LED warning light, or equivalent, controlled from a cab mounted switch which is illuminated in the "On" position |            |    |                 |
| <b>11. ACCESSORIES:</b>  |            |    |                 |
| a. "Broadband" backup alarm, to sound in reverse gear automatically (107 decibels)   |            |    |                 |
| b. Dual heavy-duty maintenance free batteries  |            |    |                 |
| c. SMV triangle on rear  |            |    |                 |
| d. Dual electric horns   |            |    |                 |
| e. Heavy duty battery disconnect switch  |            |    |                 |
| f. One (1) complete set of filters   |            |    |                 |
| g. One (1) complete set of engine belts  |            |    |                 |
| <b>12. OPTIONS:</b>  |            |    |                 |
| a. Vibratory plate compactor (model Cat CVP75 or equivalent) with an impulse force of sixteen thousand five hundred (16,500) lbs (7488kN). To be operational                       |            |    |                 |

| SPECIFICATION   | COMPLY (✓) |    | IF “NO” EXPLAIN |
|---|------------|----|-----------------|
|   | YES        | NO |                 |
| and compatible with the Craig wedge lock coupler system.  |            |    |                 |
| b. Supply and install a twenty-five hundred (2500) watt power inverter to be contained inside a weatherproof primed, painted and steel container and to be installed in a convenient location inside the engine compartment. Also supply and install a receptacle plug to the exterior of the engine compartment for easy access. |            |    |                 |
| c. Supply and install a four (4) tine thumb with all hydraulics and joystick controls.  |            |    |                 |
| d. Rock bucket to be a Craig (Model #EXB-SSE-324/MWL) twenty-four (24) inch (609mm) width with three (3) teeth, hard faced sides & bottom wear plates and wedge lock hooks. To be operational and compatible with the Craig wedge lock coupler system.  |            |    |                 |
| e. Fully installed “on board” Loading scales, complete with printer and telecommunications.   |            |    |                 |
| <b>13. MISCELLANEOUS</b>  |            |    |                 |
| a. Undercoated complete with “Krown” process  |            |    |                 |
| b. The tire levy and a full tank of fuel shall be included in the tendered vehicle price  |            |    |                 |
| <b>14. PAINT</b>  |            |    |                 |
| a. Exterior to be manufacturers standard fleet colour – Yellow  |            |    |                 |
| b. Cab interior to be compatible with exterior, other than black  |            |    |                 |
| c. Vendor to supply paint chips for selection. Final determination of the acceptance of the Manufacturer Fleet Colour rest with the Manager of Fleet  |            |    |                 |



| SPECIFICATION   | COMPLY (✓) |    | IF "NO" EXPLAIN |
|---|------------|----|-----------------|
|   | YES        | NO |                 |
| Services in concert with the user department  |            |    |                 |
| <b>15. MANUALS:</b>   |            |    |                 |
| a. Shop service, parts information, technical service bulletins (TSB's) are to be provided electronically by the authorized dealer or through the manufacturers Fleet Program for the life of the unit. |            |    |                 |
| b. Operators' manual to be supplied for cab   |            |    |                 |
| <b>16. VEHICLE ACCEPTANCE:</b>  |            |    |                 |
| a. Vehicle components and accessories must be approved by manager of Fleet Services or designate  |            |    |                 |