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## REQUEST FOR PROPOSALS No. 20-033

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**One (1) New Loader Backhoe for use at the Church Road Transfer Station  
located at 860 Church Road, Parksville, B.C.**

*Issue date: June 5, 2020*

**Closing Date and Time:**

Offers must be received prior to:  
**3:00 pm (15:00 hrs) Pacific Time, June 17, 2020**

**For questions or to view the trade-in contact:**

**Kevin Guizzetti, Transfer Station Supervisor**

**860 Church Road, Parksville, B.C.**

**Telephone: 250-248-5254 ext. 2100**

**Fax: 250-248-1555**

**Cell: 250-713-4072**

**Email: [kguizzetti@rdn.bc.ca](mailto:kguizzetti@rdn.bc.ca)**

**Submission method:**

By Email only: With “**20-033 CRTS Loader Backhoe**” as the subject line at this  
email: [kguizzetti@rdn.bc.ca](mailto:kguizzetti@rdn.bc.ca)

**Please note: Maximum email file size limit is 15MB, or less.**

*Proposals will not be opened in public*



## **1. Instructions to Proponents**

### **Amendment to Proposals**

Proposals may be amended in writing and sent via email at [kquizzetti@rdn.bc.ca](mailto:kquizzetti@rdn.bc.ca) on or before the closing. Such amendments should be signed by the authorized signatory of the Proponent.

### **Addenda**

If the RDN determines that an amendment is required to this RFP, the RDN will post the Addendum on the RDN ([www.rdn.bc.ca](http://www.rdn.bc.ca)) and BC Bid ([www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca)) websites. Each addendum will be incorporated into and become part of the RFP. No amendment of any kind to the RFP is effective unless it is contained in a written addendum issued by the RDN. It is the sole responsibility of the Proponent to check and ensure all amendments are included prior to submitting their final Proposal submission.

### **Withdrawal of Proposals**

The Proponent may withdraw their Proposal at any time by submitting a written withdrawal email to [kquizzetti@rdn.bc.ca](mailto:kquizzetti@rdn.bc.ca) on or before the closing.

### **Unsuccessful Vendors**

The District will offer debriefings to unsuccessful Proponents, on request, at a mutually agreeable time.

## **2. Requirement**

The Regional District of Nanaimo (RDN) requests Proposals from Dealers to supply and deliver One (1) New Loader Backhoe suitable for compacting waste materials in trailers, moving and loading waste materials (top loading), digging, snow removal, road and floor sweeping.

The RDN prefers a Loader Backhoe model with waste handling package and/or be heavily armored /guarded to handle waste and to be operator-friendly and easily cleanable. The RDN places additional value on features such a HEPA Air Filtration System for working in transfer buildings, upgrades to heavy-duty guarding and seals in the drivetrain and maximizing efficiency through fuel economy and versatility. The RDN is a seven day a week operation and garbage flows steadily, prompt service and repair is critical to our operations.

The successful vendor must commit to providing an equivalent loaner piece of equipment for any warranty repairs or scheduled service maintenance that exceeds 48 hours to ensure continuous operations. This unit will be provided at no cost to the RDN other than operating expenses.

The RDN does not prefer any make and/or model and would like dealers to submit proposals for consideration. In most cases, the unit's base specifications should suffice. Any preferences are listed herein.



The RDN has the following engine preferences in order of precedence:

1. Plug-In Hybrid
2. Fully Electric
3. Hybrid
4. Diesel
5. Gasoline

The RDN understands some of the engine technology is not yet available in the marketplace but will look at engines higher on the order of precedence more favourably.

The unit offered under this Proposal must be a new, current production model. The machine offered should meet or exceed the specifications attached. These specifications are guidelines and will be used to compare and evaluate proposals.

### **3. Technical Specifications and Pricing Schedules**

Proponents should complete and return the technical specifications and pricing schedules along with the other requested information in the evaluation criteria. Failure to completely describe the machine may result in a poor evaluation of your submission. If there is a discrepancy between any unit pricing and any written dollar amount in the proposal, the unit pricing will prevail and the RDN will reserve the right to correct the extensions. Dealers are encouraged to submit more than one (1) unit for consideration with each proposal being submitted separately.

### **4. Trade-in Unit (See Photos)**

The RDN has one (1) 2010 John Deere 310SJ Loader Backhoe available for trade-in. This machine is still in use so hours will increase. This machine has been maintained and serviced by Brandt Tractor (John Deere Equipment) of Nanaimo since purchased new in 2010. The machine is offered on an “as is, where is” basis and will be used until delivery of new machine.

**Manufacture Date:** 2010

**Make and Model:** John Deere 310SJ Loader Backhoe

**Specifications:**

4 n 1 Bucket

Extend-a-hoe

Hydraulic Thumb

All 4 tires-Foam filled

Selectable 4x4

A/C

Adjustable Air ride seat

Fire Suppression System

4871 hours + as of May 11, 2020, unit currently in use.



Please contact Kevin Guizzetti at 250-248-5254 ext. 2100 to arrange to view the trade-in unit located at 860 Church Road, Parksville, BC. The allowance for the trade-in and all applicable fees must be clearly identified.

#### **5. What to submit with each Proposal:**

- a) Pricing schedules with PST & GST shown separately;
- b) Scheduled Maintenance pricing, Travel (p/hr) and Field Mechanic rate (p/hr);
- c) Loader Backhoe attachment(s) separate pricing (Brush/Waste Rake, Power Sweeper);
- d) Trade in value for John Deere unit;
- e) Complete technical specifications matching preferences as close as possible;
- f) Basic Warranty information included with unit;
- g) Available Extended Warranty coverage and pricing;
- h) Delivery/Availability timeframe information from receipt of Purchase Order;
- i) How long pricing is firm;
- j) Fuel economy ratings.
- k) A written commitment to provide an equivalent loaner piece of equipment for any warranty repairs or scheduled service maintenance that exceeds 48 hours to ensure continuous operations. This unit will be provided at no cost to the RDN other than operating expenses.

Any award will be based upon the best value criteria listed in this section and not necessarily on the lowest price. The lowest or any offer may not necessarily be accepted. Proposals will be evaluated on the following basis 60% Technical, 40% Financial.

The lowest price proposal will receive full marks. Other proposals will receive reduced scores based on the proportion higher than the lowest price. i.e.  $\text{Score} = \text{Min Cost} / \text{Cost} \times \text{Fee Points}$ . Proposals submitted should be in enough detail to allow the RDN to determine the Proponent's qualifications and capabilities from the documents received. The selection committee, formed at the RDN's sole discretion, will score the Proposals in accordance with the criteria provided.

The RDN may evaluate proposals on a comparative basis by comparing one proponent's proposal to another proponent's proposal. The RDN reserves the right to not complete a detailed evaluation if the RDN concludes the proposal is materially incomplete or, irregular or contain any financial or commercial terms that are unacceptable to the RDN.

The selection committee may proceed with an award recommendation or the RDN may proceed to negotiate with the highest evaluated proponent with the intent of developing an agreement. If the parties after having bargained in good faith are unable to conclude a formal agreement, the RDN and the Proponent will be released without penalty or further obligations other than any surviving obligations regarding confidentiality and the RDN may, at its discretion, contact the



Proponent of the next best rated Proposal and attempt to conclude a formal agreement with it, and so on until a contract is concluded or the proposal process is cancelled.

The RDN reserves the right to award the assignment in whole or in part or to add or delete any portion of the work. Throughout the evaluation process, the evaluation committee may seek additional clarification on any aspect of the Proposal to verify or clarify the information provided and conduct any background investigation and/or seek any additional information it considers necessary.

## **6. SPECIAL TERMS & CONDITIONS**

### **6.1 General Information**

- a) Pricing is to be in Canadian Dollars, Delivery Duty Paid (DDP) to the RDN Church Road Transfer Station, 860 Church Road, Parksville BC V9P 2B8 and is to include freight, pre-delivery inspection (PDI), unloading at destination, import duties, brokerage, royalties, handling, overhead, profit and all other costs included to supply and deliver the Equipment(s) offered. Unit prices quoted are to be excluding PST & GST.

### **6.2 Payment**

Payment by the RDN will be made on a net thirty (30) days basis after acceptance of the Equipment by the RDN. The RDN will not pay any deposits or make scheduled payments.

### **6.3 Transfer of Title/Ownership**

- a) Clear title to the Equipment, free of all charges, liens and encumbrances shall pass to RDN when the Equipment(s) is received, inspected, deficiencies rectified, and accepted by the RDN at the RDN Church Road Transfer Station, 860 Church Road, Parksville BC V9P 2B8.
- b) Until such time as title of Equipment(s) is accepted by the RDN, the Dealer shall be responsible for insurance claims related to the Equipment(s) and the RDN shall not be considered to have breached any Contract if there is a fire, damage or other cause which entitles an insurance company to seize or take possession of the Equipment or part thereof.
- c) The passing of title to the RDN shall not affect any of the Dealer's obligations.

### **6.4 Commencement of Warranty Period**

- a) The warranty period shall commence once the RDN accepts clear title of the Equipment.
- b) The warranty should be made out to the Regional District of Nanaimo, RDN Church Road Transfer Station, 860 Church Road, Parksville BC V9P 2B8.



## **6.5 Pre-Delivery and Inspection**

- a) Prior to delivery, the Equipment shall be completely inspected and serviced by the Dealer and/or the manufacturer's Service Centre. The Dealer is responsible to ensure the Equipment is thoroughly tested inspected, and that all deviations are corrected prior to delivery. The Equipment should contain a delivery check sheet showing what operations have been performed on the Equipment by the selling Dealer. The Equipment is to be clean and all stickers are to be removed from glass prior to delivery except for any sticker required by law.
- b) The Equipment(s) shall be inspected by the RDN to determine compliance with the specifications and/or to test its ability to perform its intended use. In the event deficiencies are detected, the Equipment may be rejected, and it shall be the Dealer's responsibility to pick-up the Equipment, make the necessary corrections and re-deliver the Equipment for re-inspection and acceptance.
- c) The Dealer shall be responsible for securing all inspections required by law. Any fees charged for these inspections shall be the sole responsibility of the Dealer.

## **6.6 Delivery Requirements**

- a) The Dealer will deliver the Equipment free and clear of all liens and encumbrances in the manner and to the destination stipulated. In the event of the Dealer's failure to meet this condition, the Dealer will, on written notice from the RDN, forthwith return all monies paid by the RDN on account of the Equipment and in addition the RDN may by written notice terminate this Contract without liability, and in such event, in addition to the above, the Dealer will be liable for any and all expenses or losses incurred by the RDN resulting from such failure.
- b) Deliveries are to be made between the hours of 9:00 a.m. to 4:00 p.m. Monday through Friday, excluding statutory holidays, unless other arrangements have been agreed to in writing from the RDN.
- c) The Dealer shall notify Kevin Guizzetti, Transfer station Supervisor at 250-248-5254 ext. 2100 not less than three (3) working days prior to expected delivery / arrival to permit inspection scheduling. The RDN will not assume any liability for Equipment delivered to an unauthorized location.

## **6.7 Documentation at Time of Delivery**

- a) The Dealer should provide the following documentation upon delivery:
  - i. Copy of Purchase Order and Original Invoice(s).
  - ii. Delivery check sheet showing what operations have been performed on the Equipment by the selling Dealer.

## **6.8 Deficiencies**

- a) the RDN shall have a reasonable time to inspect and to accept the Equipment. The RDN may reject any Equipment not in accordance with the Equipment specifications.



b) The RDN may hold back from payments otherwise due to the Dealer, as determined by the RDN, on account of deficient or defective materials. This holdback may be held, without interest, until replacement Equipment is received, or such deficiency or defect is remedied.

### **6.9 Emblems/Logos**

The Dealer shall not install on the Equipment any logos, nameplates or stickers denoting the name of the company or Dealer that may be considered as advertising. Failure to comply with this requirement shall result in the Dealer being given the option to remove same, or reimburse the RDN for removal and restoration, if needed.

## **SECTION 7 GENERAL TERMS AND CONDITIONS**

### **7.1 No Contract**

By submitting a Request for Proposal and participating in the process as outlined in this RFP, proponents expressly agree that no contract of any kind is formed until a fully executed contract is in place.

### **7.2 Acceptance, Rejection and Cancellation**

The RDN reserves the right to reject any and all Proposals for any reason or to accept any Proposal that the RDN, in its sole unrestricted discretion, deems most advantageous to itself. The lowest or any Proposal may not necessarily be accepted. The Proponent acknowledges the rights of the RDN under this clause and absolutely waives any right of action against the RDN for failure of the RDN to accept its proposal whether such right of action arises in contract, negligence, bad faith or any other cause of action. The acceptance of any proposal is subject to funds being legally available to complete this transaction and/or approval by the Board of the RDN or the officer or employee of the RDN having authority to accept the Proposal.

This RFP does not commit the RDN, in any way to select a preferred Proponent, or to proceed to negotiate a contract, or to award any contract. The RDN reserves the right in its sole discretion cancel this RFP, up until award, for any reason whatsoever with no compensation.

### **7.3 Minor Irregularities**

The RDN may accept or waive a minor and inconsequential irregularity, or where applicable to do so, the RDN may, as a condition of acceptance of the Submission, request a Proponent to correct a minor or inconsequential irregularity with no change in the Submission. Proposals which contain qualifying conditions or otherwise fail to conform to the requirements of the Documents may be disqualified or rejected.

### **7.4 Conflict of Interest**

Proponents shall disclose in their Proposals any actual or potential Conflict of Interest and existing business relationships it may have with the RDN, its elected officials, appointed officials or employees.



### **7.5 Solicitation of Board Members and RDN Staff**

Proponents and their agents will not contact any member of the RDN Board or RDN Staff with respect to this RFP, other than the RDN Contact named in this document.

### **7.6 Litigation Clause**

The RDN may, in its absolute discretion, reject a Proposal submitted by Proponent, if the Proponent, or any officer or director of the Proponent is or has been engaged either directly or indirectly through another corporation in legal action against the RDN, its elected or appointed officers and employees in relation to:

- (a) any other contract for works or services; or
- (b) any matter arising from the RDN's exercise of its powers, duties, or functions under the Local Government Act, Community Charter or another enactment within five years of the date of this Call for Proposals.

In determining whether to reject a Proposal under this clause, the RDN will consider whether the litigation is likely to affect the Proponent's ability to work with the RDN, its consultants and representatives and whether the RDN's experience with the Proponent indicates that the RDN is likely to incur increased staff and legal costs in the administration of this Contract if it is awarded to the Proponent.

### **7.7 No Claim for Compensation**

Proponents are solely responsible for their own expenses in preparing and submitting a Proposal and for any meetings, negotiations, or discussions with the RDN. The RDN will not be liable to any Proponent for any claims, whether for costs, expense, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP. Proponents agree that by participating in the RFP process they have no claim for compensation.



Trade-in Photo No.1



Trade-in Photo No.2





**SOLID WASTE FACILITIES  
(CHURCH ROAD TRANSFER STATION)  
BACKHOE**

**TECHNICAL SPECIFICATIONS**

**A. SUPPLY OF NEW EQUIPMENT**

The offered machine should be equipped with a grapple bucket including hydraulics with a hydraulic quick coupler on front loader and backhoe. Backhoe should be equipped with extended hoe with thumb. Backhoe should be 4-wheel drive. The Regional District of Nanaimo requests the following information:

BASIC SPECIFICATIONS	YES	NO	DEVIATION/DESCRIPTION <small>(May be included on a separate sheet)</small>
Machine Manufacturer			
Machine Type			
Engine Manufacturer			
Engine Type			
Net Power (ISO 9249) (min 84hp)			
Total Operating Weight (min 15500lbs)			
Dimensions:			
- Overall Height of Cab			
- Overall Height of Boom			
- Overall Length			
- Overall Width			
- Ground Clearance			
<b>ENGINE:</b>			
Tier 4 engine. State tier and which exhaust treatment/regeneration system component types your machines uses: <ul style="list-style-type: none"> <li>- Exhaust Gas Recirculation (EGR)</li> <li>- Diesel Oxidation Catalyst (DOC)</li> <li>- Diesel Particulate Filter (DPF).</li> <li>- Selected Catalyst Reduction (SCR)</li> <li>- Other: State</li> </ul> If equipped with a DPF then state what the operating service life (engine hour meter hours) to replacement or reconditioning of diesel particulate filter.			
Air Pre-cleaner			



**REGIONAL  
DISTRICT  
OF NANAIMO**

Number of Cylinders			
Compression Ratio			
B20 Bio diesel Compliant			
Fuel-Consumption @ 75% Full Power			
Starter – Voltage / Power			
Direct Injection			
Master electrical disconnect switch			
<b>WORKING RANGES:</b>	<b>YES</b>	<b>NO</b>	<b>DEVIATION/DESCRIPTION</b> (May be included on a separate sheet)
<b>Backhoe Dimensions</b>			
Loading Height (min 4.20m)			
Reach from Center of Swing Pivot (min 6.50m)			
Max Digging Depth SAE max			
Stabilizer Overall Width (Operating)			
Bucket Rotation			
<b>Loader Dimensions/Performance</b>			
Bucket Capacity			
Width			
Lift Capacity (full height)			
Height to Bucket Hinge Pin			
Dump Clearance (bucket at 45°)			
Reach at Full Height Bucket at 45°			
<b>ELECTRICAL SYSTEMS:</b>			
Alternated /Rated Output			
Voltage			
Batteries - Size			
Audible travel alarm with cancel switch			
<b>EXTERIOR LIGHTING:</b>			
Lighting Package (Min. 4 front and 4 rear, 2 side. All must be LED)			
Beacon			
LED Light bar/Flood light			
<b>HYDRAULIC SYSTEM:</b>			
Pump Output @ Rated RPM (GPM) Backhoe			
Pump Output @ Rated RPM (GPM) Loader			
Backhoe Controls			



Loader Controls			
Load holding valves on Boom/Stick			
Hydraulic/Electrical switch for ISO/SAE controls			
Joystick lever with thumb controls			
Overload warning device			
Ride Control			
<b>POWER TRAIN:</b>			
Transmission (Automatic with selectable shift option)			
Max Speed Forward			
Max Speed Reverse			
Selectable 2-4 Wheel drive.			
<b>FILLING CAPACITIES:</b>			
Fuel Tank			
Cooling System			
Hydraulic System			
Engine Oil			
DEF			
<b>OPERATOR'S CAB:</b>	<b>YES</b>	<b>NO</b>	<b>DEVIATION/DESCRIPTION</b> (May be included on a separate sheet)
Fully enclosed Cab C/W ROPS-FOPS (BC Style)			
Heating/ AC Unit (state BTU's) with HEPA cab air filtration system			
Pressurized cab			
Defroster			
Adjustable Air Ride Seat			
12v power outlet			
Warning Horn			
Windscreen Wipers (Front and Rear)			
Removable rear windows			
Rear View Mirrors			
Waste Handling Guarding Packages			
Vandalism Protection			
AM/FM Radio with Bluetooth, USB and AUX ports			
Fire Suppression System/ Fire Extinguisher			
Fire Extinguisher			
First Aid Kit			
Emergency escape hatch/Exit			



<b>TIRES:</b>			
Ply rating			
Pneumatic or foam filmed			
<b>BUCKET OPTIONS:</b>			
Loader: 4-in-1 bucket for waste handling with bolt on edge			
Backhoe: 24" clean-up, bush rake or custom waste rake. with thumb			
Hydraulic Thumb			
Extendable stick			
<b>MISCELLANEOUS</b>			
Complete List of all Manufacturers Specifications			
Operator's Manual (min. 3 copies)			
Parts Book (1 copy)			
Service Manual (1 copy)			
Four (4) Sets of keys			
<b>TRAINING:</b>			
Operators Training Provided (8 hours),			
Optional Additional Training (provide hourly rate)			
<b>WARRANTIES:</b>			
Full machine warranty (no extra cost). State terms and provide details.			
Component warranty terms (included at no extra cost) for engine, hydraulic, drive train, emissions, etc.			
<b>DELIVERY:</b>			
Delivery time from Acceptance of Purchase Order			



**APPENDIX "B"- PRICING SCHEDULE**

**Extended Warranty and Telematics**

Option: Full machine warranty extra plan coverage availability (beyond standard warranty period)	\$
Option: Telematics subscription per month or per year	\$
Option: Component part warranty extra plans available (engine, hydraulics, final drives, emissions system, undercarriage components, tracks, etc.) Provide all details and pricing.	\$
GST at 5%	\$
PST if applicable	\$
<b>Total Proposed Price of Extended Warranty/Telematics</b>	<b>\$</b>

**Maintenance Package**

Annual regular scheduled maintenance (including travel) based on 500 hours per year	
Year 1	\$
Year 2	\$
Year 3	\$
Year 4	\$
Year 5	\$
Year 6	\$
Subtotal	\$
GST at 5%	\$
PST at 7%	\$
<b>Total Proposed Price of Maintenance Package</b>	<b>\$</b>



**Service Rates**

Proponent to state rates which will apply for repair services which are not covered by warranty for the term this proposed Back-hoe Loader is owned by the RDN.	\$
Shop rate for heavy duty mechanical repair at your facility	\$
Field rate for heavy duty mechanical repair at our site	\$
Travel rate for heavy duty mechanical repair technician	\$
Minimum charge per call to RDN Transfer Station site in Parksville, BC	\$
Additional charges	\$
Location of repair facility: State address.	

**Pricing**

Price of proposed Waste Handling Rubber Tire Loader Backhoe including all costs as per the terms and conditions of this Proposal	\$		
Options: Brush Rake Custom Waste Rake Power Sweeper attachment	\$ \$ \$		
Operator machine introduction, orientation, safety and competency training.	\$		
Less trade-in allowance for 2010 310SJ Rubber tire Back-hoe Loader	\$( )		
Other charges or levies (identify)	\$		
Total price of Warranty Package	Circle choice		\$
	Option	Included w/Bid	
Total price of Maintenance Package	Option	Included w/Bid	\$
Total price of Telematics Package	Option	Included w/bid	\$
GST at 5%			\$
PST at 7%			\$
<b>Total Proposed Price</b>			\$
<b>Delivery time from receipt of Purchase Order:</b>			





**SIGNATURE PAGE**

The prices above include all specifications quoted and are hereby authorized by:

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(Signature of Proponent Signing Officer)

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(Title of Proponent Signing Officer)

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(Date)