



REQUEST FOR PROPOSALS

One (1) Reconditioned Landfill Compactor

ISSUED: April 3, 2018

CLOSING DATE AND TIME:

**Proposals are requested to be received at the Closing Location prior to:
2:00 PM (14:00 hrs) Pacific Time on April 18, 2018**

Regional District of Nanaimo (RDN) Contact for Questions:

Jane Hamilton

Superintendent Landfill Operations

Regional District of Nanaimo

(250)722-2044 (tel.)

jhamilton@rdn.bc.ca

Deadline for questions is three (3) business days before the closing date.



Instructions to Proponents

Closing Date/Time/Location

Proponents are requested to submit their Proposal prior to the closing time of 2:00 PM (14:00 hrs), Pacific Time, April 18, 2018. Select one (1) of the Submission Methods below:

1. By Email: A PDF document with **"Landfill Compactor"** as the subject line at this electronic address: swf@rdn.bc.ca

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

2. By hand/courier delivery: One (1) copy of the Proposal along with one (1) electronic copy of the Proposal on a USB stick should be enclosed and sealed in an envelope clearly marked: **"Landfill Compactor"** delivered to the:

Regional District of Nanaimo Landfill
1105 Cedar Road
Nanaimo, B.C., V9X 1K9
Attention: Jane Hamilton

Should there be any differences between the hard copy and the electronic copy, the hard copy will prevail.

3. Proposals by facsimile will be accepted at 250- 722- 9437 attention: Jane Hamilton.

Proposals will not be opened in public.

Amendment to Proposals

Proposals may be amended in writing and sent via email at swf@rdn.bc.ca Amendments should be a PDF document with **"Landfill Compactor"** as the subject line 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 website (www.rdn.bc.ca) and the BC Bid website (www.bcbid.gov.bc.ca). 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 any and all amendments are included prior to submitting their final Proposal submission.

Withdrawal of Proposals

A Proponent may withdraw their Proposal at any time prior to the closing date and time in writing by email to swf@rdn.bc.ca with **"Landfill Compactor"** in the subject line or facsimile at 250- 722- 9437.



1. INTRODUCTION

The purpose of this Request for Proposal is to solicit submissions from experienced and qualified firms for One (1) Reconditioned Landfill Compactor - CAT 826 that is parts compatible with the existing compactor in use. The RDN's intention is to assign the current compactor as a backup unit and have redundancy through common parts. The existing unit is a **2011 CAT 826H, Serial # AWF00648**.

Proponents are encouraged to submit more than one machine for consideration. Each different machine should be submitted as a distinct and separate proposal.

The Regional District of Nanaimo has an available budget of CDN \$580,000.00 (excluding PST & GST) including delivery to the Regional District of Nanaimo Landfill, 1105 Cedar Road, Nanaimo, B.C., V9X 1K9.

Delivery terms are Delivered Duty Paid (DPP) as per INCOTERMS 2010. Clear title to the Equipment, free of all charges, liens and encumbrances shall pass to RDN when the Equipment is received, inspected, deficiencies rectified and accepted by the RDN at the RDN Landfill, 1105 Cedar Road, Nanaimo, BC V9X 1K9.

2. PROPOSAL SUBMISSION INSTRUCTIONS

Suppliers are to complete and return the attached template cover page (Appendix A) and specification table (Appendix B) with each proposal submission. Additional information should be included on separate pages. Each different machine should be submitted as a distinct and separate proposal.

3. PROPOSAL EVALUATION

To assist in receiving similar and relevant information, and to ensure your Proposal receives fair evaluation, the RDN asks Proponents to provide the following information. Awards shall be made on Proposals that will, in the opinion of the RDN, give the greatest value based on quality, service and price. Evaluations will be based on "best value" for the RDN as solely determined by the selection committee. The selection committee will consider at least the following attributes and use their sole discretion in applying tradeoffs to determine best value:

- Parts compatible with existing compactor (2011 CAT 826H, Serial # AWF00648)
- Reconditioned; must have CAT Certified Rebuild, CAT Certified Powertrain Rebuild or CAT Certified Component Rebuild
- Must have CAT dealer supported warranty on major components (3yr, 5000 hour preferred). Please advise complete warranty on entire unit and who will perform warranty work at no cost to the RDN on behalf of the Supply Contractor.
- Tier 3 emissions
- Wheel condition (must be re-tipped or have maximum 20% wear)
- Frame hours
- Any historical major damage (e.g. fire)
- Miscellaneous equipment (e.g. guards, camera, blade, etc.)
- Delivery date upon receipt of order.
- Price, in Canadian Dollars.
- Please advise how deficiencies will be rectified.



After an initial review of all Proposals, the RDN may create a short list of the submissions received. Short listed proposals may be asked to submit the following information which may also be used by the selection committee in the final determination of best value for the RDN:

- 3 references from clients that have had repeat acquisitions of reconditioned heavy equipment over a multiple year time frame
- Copies of original parts and maintenance records for the proposed landfill compactor such as worksheets, mechanics reports, work orders and parts/service invoices.

Proposals submitted should be in enough detail to allow the RDN to determine the Proponent's qualifications and capabilities from the documents received. Every effort should be made to include complete details of the proposed work. The selection committee, formed at the RDN's sole discretion, will score the Proposals in accordance with the criteria provided.

The selection committee may proceed with an award recommendation and the RDN may proceed to enter into negotiations 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.

Throughout the evaluation process, the evaluation committee may seek additional clarification on any aspect of the Proposal to verify or clarify the information provided.

4. PROPOSED SUPPLY AGREEMENT

Proponents should identify any specific provisions contained in this RFP and Draft Supply Agreement and General Conditions with which it is unwilling or unable to comply with and suggest replacement language.



APPENDIX A – COVER LETTER

**SUPPLIERS ARE TO COMPLETE THIS PAGE AND
ATTACH IT TO THE FRONT OF THEIR PROPOSAL**

The undersigned Supplier, having carefully read and examined the Request of Proposals and having full knowledge of the work required, does hereby offer to provide all necessary materials in strict accordance with the RFP and to do all therein called for on the terms and conditions and under the provisions therein set forth at the:

LUMP SUM TOTAL QUOTED PRICE OF: CDN \$ _____ (excluding PST & GST)

The above price includes and covers duties, taxes, handling and transportation charges, and all other charges incidental to and forming part of this Proposal. The Supplier shall be responsible for Customs clearance and payment of any duties and/or taxes owing at time of importation into Canada, as applicable and all other costs to deliver to the RDN Landfill, 1105 Cedar Road, Nanaimo, B.C. V9X 1K9

The undersigned Supplier agrees to supply the equipment on site no later than: _____, 2018 upon receipt of order.

Name of Supplier: _____

Supplier Address: _____

Telephone No. of Signing Officer: _____

Signing Officer E-mail: _____

Date: _____

Name of Proponent Signing Officer: _____

Signature of Proponent Signing Officer: _____



**REGIONAL
DISTRICT
OF NANAIMO**

APPENDIX B – TECHNICAL SPECIFICATIONS

***Type of Vehicle:* Reconditioned Landfill Compactor – Model CAT 826**

ITEM	SPECIFICATIONS	YES	NO	DEVIATION/DESCRIPTION (may be included on a separate page)
1.	Model			
	Serial number			
	Parts compatible with 2011 CAT 826H Serial # AWF00648 (list deviations)			
	Tier 3 Emissions			
2.	History			
	Frame Hours			
	Previous Owner			
	Major Historical Damage			
	Additional Service History			
3.	Service			
	CAT Certified Rebuild			
	CAT Certified Power Train			
	CAT Certified Component Rebuild			
	<ul style="list-style-type: none"> • Engine 			
	<ul style="list-style-type: none"> • Transmission 			
	<ul style="list-style-type: none"> • Torque Converter 			
	<ul style="list-style-type: none"> • Other 			
	Supplier Rebuild			
	Supplier Service (list components)			
	Parts Replacement (list components)			
4.	Equipment			
	Wheels (cleat style)			
	<ul style="list-style-type: none"> • Re-tipped 			
	<ul style="list-style-type: none"> • Less than 20% wear 			
	<ul style="list-style-type: none"> • Previously Rebuilt 			
	Blade (describe)			
	Cab Filtration (describe)			



	Fire Suppression (describe)			
	Misc. Equipment			
	• Rear view camera			
	• Mirrors			
	• Lights			
	• Guards			
	• Striker Bars			
	• Radio, wipers			
	Non-OEM Equipment (list)			
5.	Warranty			
	Dealer supported warranty 3 years/5000 hours			
	Other			
6	Price (Canadian Dollars)			
	Model CAT 826			
	GST @5%			
	PST @ 7%			
	Grand Total			

The undersigned Supplier agrees to supply the equipment on site no later than: _____, 2018 upon receipt of order.

AUTHORIZED BY: _____

(Signature of Proponent Signing Officer)

(Date)

(Capacity of Signing Officer)

(Address of Proponent)



GENERAL TERMS & CONDITIONS

SECTION 1

1.0 General Information

- a) Pricing is to be in Canadian Dollars, Delivery Duty Paid (DDP) to the RDN Landfill, 1105 Cedar Road, Nanaimo, BC V9X 1K9 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.
- b) Proposal shall be irrevocable and shall remain open for acceptance by the RDN for a period of thirty (30) calendar days from the closing date. The lowest or any offer may not necessarily be accepted.

SECTION 2

2.0 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.

2.1 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 Landfill, 1105 Cedar Road, Nanaimo, BC V9X 1K9.
- 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.

2.2 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 Landfill, 1105 Cedar Road, Nanaimo, BC V9X 1K9.

2.3 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 with the exception of 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 any and all inspections required by law. Any fees charged for these inspections shall be the sole responsibility of the Dealer.

2.4 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 Jane Hamilton, Superintendent at 250-722-2044 ext. 3222 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.

2.5 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.



2.6 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.

2.7 Emblems/Logos

- a) 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 3

3.1 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.

3.2 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.

3.3 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.

3.4 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.



3.5 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.

3.6 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.

3.7 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.

BETWEEN: _____ (the "Supply Contractor")

AND: Regional District of Nanaimo (the "Corporation")

THIS AGREEMENT WITNESSES that the Supply Contractor and the Corporation agree as follows:

1. The Supply Contractor shall provide all labour, Supply Contractor's Plant and Equipment and materials required to supply the Goods within the required time, as required by the Contract Documents.
2. The Corporation shall pay the Supply Contractor the Contract Price, as required by the Contract Documents.
3. The Contract Price shall be the sum in Canadian Dollars of the following:
 - (a) the Proposal Price, as per Appendix B, and
 - (b) any payments made on account of changes, as may be required by the Contract Documents.The Contract Price shall be the entire compensation owing to the Supply Contractor by the Corporation for the Goods and shall cover and include necessary costs including but not limited to all supervision, labour, materials, Supply Contractor's Plant and Equipment, overhead, profit, financing costs, duty, shipping charges, fabrication and finishing, conveyance and delivery, packing, crating, freight, cartage, [off-loading,] drafting charges, tariffs, warranty and all other costs and expenses whatsoever incurred in performing the Contract.
4. The Supply Contractor shall supply all Goods to the Delivery Point no later than the date shown in Appendix B.
5. The Contract Documents shall form a part of this Agreement as though recited in full.
6. The Contract supersedes all prior negotiations, representations or agreements, whether written or oral and is the entire agreement between the Corporation and the Supply Contractor with respect to the subject matter of this Agreement.
7. The Supply Contractor shall not assign the Contract, or any portion of the Contract, or any payments due or to become due under the Contract, without the express written consent of the Corporation.
8. No action or failure to act by the Corporation or an authorized representative of the Corporation shall constitute a waiver of any right or duty afforded any of them under the Contract, or constitute an approval or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

9. This Agreement shall enure to the benefit of and be binding upon the Corporation and the Supply Contractor and their respective heirs, executors, legal representatives, successors and permitted assigns. In the event of more than one person being the Supply Contractor, the grants, covenants, provisos and claims, rights, powers, privileges and liabilities shall be construed and held to be several as well as joint.
10. Time shall be of the essence of this Agreement.
11. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as follows:

REGIONAL DISTRICT OF NANAIMO

by its authorized signatory on _____ day of _____, 20__ (the date of Agreement):

SIGNED on behalf of the Corporation by:

Signature:

Name:

Title:

Signature:

Name:

Title:

[SUPPLY CONTRACTOR'S NAME]

by its authorized signatory on _____ day of _____, 20__ :

SIGNED on behalf of the Supply Contractor by:

Signature:

Name:

Title:

Signature:

Name:

Title:

END OF SECTION