

**Request for Tender**  
**for**  
**Supply and Delivery of Backhoe Loader**

Request for Tender No.: 2017-T-21  
Issued: Thursday August 3, 2017  
Submission Deadline: Thursday August 24, 2017 at 2:00 pm  
Submission Location: **THE PURCHASING OFFICE**  
The Regional Municipality of Niagara  
Campbell West Building  
1815 Sir Isaac Brock Way  
Thorold, Ontario, L2V 4T7

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## TABLE OF CONTENTS

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<b>Part 1 – Invitation and Submission Instructions</b> .....	<b>1</b>
1.1 Invitation to Bidders .....	1
1.2 Niagara Region’s Procurement Bylaw .....	1
1.3 Niagara Region Contact.....	1
1.4 Accommodations for Bidders with Disabilities.....	2
1.5 Contract for Deliverables .....	2
1.6 RFT Timetable .....	2
1.7 Site Inspection .....	2
1.8 Bid Submission .....	2
<b>Part 2 – Evaluation of Bids</b> .....	<b>5</b>
2.1 Stages of Bid Evaluation .....	5
2.2 Stage I – Mandatory Requirements .....	5
2.3 Stage II – Pricing.....	5
2.4 Selection of Lowest Compliant Bidder .....	5
<b>Part 3 – Terms and Conditions of the RFT Process</b> .....	<b>6</b>
3.1 General Information and Instructions .....	6
3.2 Communication after Issuance of RFT.....	7
3.3 Finalization of Contract, Notification and Debriefing .....	8
3.4 Conflict of Interest and Prohibited Conduct.....	9
3.5 Confidential Information .....	12
3.6 Reserved Rights, Limitation of Liability and Governing Law .....	12
<b>Appendix A – Contract Terms and Conditions</b> .....	<b>15</b>
<b>Appendix B – Form of Tender</b> .....	<b>17</b>
<b>Appendix C – Pricing</b> .....	<b>19</b>
<b>Appendix D – RFT Particulars</b> .....	<b>22</b>
A. The Deliverables .....	22
B. Material Disclosures.....	35
C. Mandatory Requirements.....	35
<b>Appendix E – Conditions of Award</b> .....	<b>36</b>
<b>Appendix F – Bid Irregularities</b> .....	<b>37</b>

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## Part 1 – Invitation and Submission Instructions

### 1.1 Invitation to Bidders

This Request for Tender (“RFT”) is an invitation by The Regional Municipality of Niagara (“Niagara Region”) to prospective bidders to submit bids for the provision of **Supply and Delivery of Backhoe Loader**, as further described in Appendix D – RFT Particulars (the “Deliverables”).

Replacement CAT backhoe loader. Specifications exclude other manufacturers to cut down on accessory/attachment costs by retaining our existing ones.

Please refer to Appendix D – RFT Particulars for a detailed description of the Deliverables, material disclosures and mandatory requirements.

Please refer to Appendix E – Conditions of Award for requirements that the bidder must satisfy if selected to enter into a contract for the Deliverables.

### 1.2 Niagara Region’s Procurement Bylaw

Niagara Region’s procurement processes are governed by its [Procurement By-Law No. 02-2016](http://www.niagararegion.ca/government/bylaws/pdf/2016/Procurement-By-law-02-2016.pdf) (<http://www.niagararegion.ca/government/bylaws/pdf/2016/Procurement-By-law-02-2016.pdf>) (“Niagara Region’s By-law”). It is the bidder’s responsibility to become familiar with and comply with Niagara Region’s By-law.

**If the terms of the RFT are more restrictive than the terms of Niagara Region’s By-law, the terms of the RFT will prevail.**

### 1.3 Niagara Region Contact

For the purposes of this procurement process, the “Niagara Region Contact” shall be:

**Wei Chen (Tim), MBA, CSCM, CPPB**  
**Purchasing Agent, Procurement and Strategic Acquisitions**  
**Enterprise Resource Management Services**  
**Niagara Region**  
**Tel: 905-980-6000 x 3470 [tim.chen@niagararegion.ca](mailto:tim.chen@niagararegion.ca)**

Bidders and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of Niagara Region, other than the Niagara Region Contact, concerning matters regarding this RFT. Failure to adhere to this rule may result in the disqualification of the bidder and the rejection of the bidder’s bid.

## PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

### 1.4 Accommodations for Bidders with Disabilities

Niagara Region is committed to providing equal treatment to people with disabilities with respect to the use and benefit of municipal services, programs and goods in a manner that respects their dignity and that is equitable in relation to the broader public. In accordance with the *Ontario Human Rights Code*, *Ontarians with Disabilities Act, 2001* (ODA) and *Accessibility for Ontarians with Disabilities Act, 2005* (AODA), Niagara Region will accommodate for a disability, ensuring full and equitable participation throughout the RFT process.

If a bidder requires this RFT in a different format to accommodate a disability, the bidder must contact the Niagara Region Contact as soon as possible and in any event prior to the Submission Deadline. The RFT in the different format will be issued only to the requesting bidder and all addenda will be issued in such different format only to the requesting bidder.

### 1.5 Contract for Deliverables

The selected bidder will be required to enter into a contract with Niagara Region for the provision of the Deliverables based on the Contract Terms and Conditions set out in Appendix A to the RFT (the “Contract”). It is Niagara Region’s intention to enter into the Contract with only one (1) legal entity.

### 1.6 RFT Timetable

Item	Date
Issue Date of RFT	Thursday, August 3, 2017
Deadline for Questions	Wednesday August 16, 2017
Deadline for Issuing Addenda	Tuesday August 22, 2017
Submission Deadline	<b>2:00 pm on Thursday August 24, 2017</b>
Public Opening	2:15 pm on Thursday August 24, 2017
Anticipated Date for Entering into Contract	Within a month of opening the Tender bids

The RFT timetable is tentative only, and may be changed by Niagara Region at any time.

### 1.7 Site Inspection

**Not Applicable**

### 1.8 Bid Submission

#### 1.8.1 Bids Must Be Submitted to Prescribed Location

Bids must be submitted at:

## PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

### THE PURCHASING OFFICE

The Regional Municipality of Niagara  
Campbell West Building  
1815 Sir Isaac Brock Way  
Thorold, Ontario, L2V 4T7

#### 1.8.2 Bids Must Be Submitted on Time

Bids must be submitted at the location set out above on or before the Submission Deadline. Bids submitted after the Submission Deadline will be rejected. Onus and responsibility rests solely with the bidder to deliver its bid to the exact location (including floor, if applicable) indicated in the RFT on or before the Submission Deadline. Niagara Region does not accept any responsibility for submissions delivered to any other location by the bidder or its delivery agents. Bidders are advised to make submissions well before the deadline. Bidders making submissions near the deadline do so at their own risk.

In the event of any question regarding the timely receipt of any submission, the time on the clock designated by the Manager of Purchasing Services will absolutely prevail over any other timepiece regardless of any discrepancies between the time on the Manager of Purchasing Services' designated clock and actual time.

#### 1.8.3 Bids Must Be Submitted in Prescribed Format

Bidders must submit **One (1)** hard copy of their bid enclosed in a sealed envelope that is prominently marked with the RFT title and number (see RFT cover page) and the full legal name and return address of the bidder.

#### 1.8.4 Bid Submission Content

Bidders must include all forms and other documents or information listed under Section C – Mandatory Requirements in Appendix D – RFT Particulars. Other than inserting the information requested, a bidder may not make any changes to any of the required forms included in this RFT. Any bid containing any such changes, whether on the face of the form or elsewhere in the bid, may be disqualified. Irregularities in bid submissions will be addressed in accordance with Appendix F – Bid Irregularities.

#### 1.8.5 Amendment of Bids

Bidders may amend their bids prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFT title and number and the full legal name and return address of the bidder to the location set out above. Any amendment should clearly indicate which part of the bid the amendment is intended to amend or replace.

## PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

### **1.8.6 Withdrawal of Bids**

Bidders may withdraw their bids prior to the Submission Deadline. To withdraw a bid, a notice of withdrawal must be sent to the Niagara Region Contact and must be signed by an authorized representative of the bidder. Withdrawn bids will be returned unopened to the bidder.

### **1.8.7 Bids Irrevocable after Submission Deadline**

Bids shall be irrevocable for a period of **ninety (90) days** running from the moment that the Submission Deadline passes.

[End of Part 1]

## **Part 2 – Evaluation of Bids**

### **2.1 Stages of Bid Evaluation**

Niagara Region will conduct the evaluation of bids in accordance with the stages set out below.

### **2.2 Stage I – Mandatory Requirements**

Stage I will consist of a review to determine which bids comply with all of the mandatory requirements. Bids that do not comply with all of the mandatory requirements as of the Submission Deadline will, subject to the express and implied rights of Niagara Region, be disqualified and not evaluated further. The mandatory requirements are listed and described in Section C of Appendix D – RFT Particulars.

### **2.3 Stage II – Pricing**

Upon completion of Stage I, the pricing submitted by each compliant bidder will be evaluated in accordance with Appendix C – Pricing Form.

### **2.4 Selection of Lowest Compliant Bidder**

Subject to Niagara Region’s reserved rights, the compliant bidder with the lowest pricing will be selected to enter into the Contract in accordance with Part 3.

[End of Part 2]

## **Part 3 – Terms and Conditions of the RFT Process**

### **3.1 General Information and Instructions**

#### **3.1.1 RFT Incorporated into Bid**

All of the provisions of this RFT are deemed to be accepted by each bidder and incorporated into each bidder's bid. A bidder who submits conditions, options, variations or contingent statements to the terms as set out in this RFT, including the terms of the Contract in Appendix A, either as part of its bid or after receiving notice of selection, may be disqualified. If a bidder is not disqualified despite such changes or qualifications, the provisions of this RFT, including the terms of the Contract set out in Appendix A, will prevail over any such changes or qualifications in the bid.

#### **3.1.2 Bidders to Follow Instructions and Submit Only Requested Information**

Bidders should structure their bids in accordance with the instructions in this RFT. Information must be provided in the form requested. Niagara Region will not consider any supplementary information or documents that bidders have not been instructed to submit.

#### **3.1.3 Bids in English**

All bids are to be in English only.

#### **3.1.4 Information in RFT Only an Estimate**

Niagara Region and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFT or issued by way of addenda. Any quantities shown or data contained in this RFT or provided by way of addenda are estimates only and are for the sole purpose of indicating to bidders the general scale and scope of the Deliverables. It is the bidder's responsibility to obtain all the information necessary to prepare a bid in response to this RFT.

#### **3.1.5 Examination of Site**

Not applicable.

#### **3.1.6 Bidders Shall Bear Their Own Costs**

The bidder shall bear all costs associated with or incurred in the preparation and submission of its bid.

#### **3.1.7 Bid to Be Retained by Niagara Region**

Except as otherwise provided in this RFT, Niagara Region is under no obligation to return the bid or any accompanying documentation submitted by a bidder.



## PART 3 – TERMS AND CONDITIONS OF THE RFT PROCESS

### **3.1.8 Trade Agreements**

Bidders should note that procurements falling within the scope of Chapter 5 of the Canadian Free Trade Agreement are subject to that trade agreement, but the rights and obligations of the parties shall be governed by the specific terms of this RFT.

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

Notwithstanding section 1.5, Niagara Region makes no guarantee of the value or volume of work to be assigned to the successful bidder. The Contract will not be an exclusive contract for the provision of the described Deliverables. Niagara Region may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

## **3.2 Communication after Issuance of RFT**

### **3.2.1 Bidders to Review RFT**

Bidders shall promptly examine all of the documents comprising this RFT, and

- a) shall report any errors, omissions or ambiguities; and
- b) may direct questions or seek additional information

to the Niagara Region Contact on or before the Deadline for Questions. All communications must be made in writing by email and shall be deemed to be received once the email has entered into the Niagara Region Contact's email inbox. No such communications are to be directed to anyone other than the Niagara Region Contact, and Niagara Region shall not be responsible for any information provided by or obtained from any source other than the Niagara Region Contact. Niagara Region is under no obligation to provide additional information, but may do so in its sole and absolute discretion. It is the responsibility of the bidder to seek clarification from the Niagara Region Contact on any matter it considers to be unclear. Niagara Region shall not be responsible for any misunderstanding on the part of the bidder concerning this RFT or its process.

### **3.2.2 All New Information to Bidders by Way of Addenda**

This RFT may be amended only by an addendum in accordance with this section. If Niagara Region, for any reason, determines that it is necessary to provide additional information relating to this RFT, such information will be communicated to all bidders by addenda issued in the same manner that this RFT was originally issued. Each addendum forms an integral part of this RFT. Such addenda may contain important information, including significant changes to this RFT. Bidders are responsible for obtaining all addenda issued by Niagara Region. In the Form of Tender (Appendix B), bidders should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

## PART 3 – TERMS AND CONDITIONS OF THE RFT PROCESS

### **3.2.3 Post-Deadline Addenda and Extension of Submission Deadline**

If Niagara Region determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, Niagara Region may extend the Submission Deadline for a reasonable period of time.

### **3.2.4 Verify, Clarify and Supplement**

When evaluating bids, Niagara Region may request further information from the bidder or third parties in order to verify, clarify or supplement the information provided in the bidder's bid. The response received by Niagara Region shall, if accepted by Niagara Region, form an integral part of that bidder's bid.

## **3.3 Finalization of Contract, Notification and Debriefing**

### **3.3.1 Selection of Bidder and Finalization of Contract**

Notice of selection by Niagara Region to the selected bidder shall be in writing. The selected bidder shall enter into the Contract in the form attached as Appendix A to this RFT and satisfy any other applicable conditions, as set out in Appendix E – Conditions of Award of this RFT, within fourteen (14) days of notice of selection. This provision is solely for the benefit of Niagara Region and may be waived by Niagara Region in its sole and absolute discretion.

### **3.3.2 Failure to Enter into Contract**

In addition to all other remedies available to Niagara Region, if a selected bidder fails to enter into the Contract or satisfy any other applicable conditions, as set out in Appendix E – Conditions of Award of this RFT, within fourteen (14) days of notice of selection, Niagara Region may, in its sole and absolute discretion and without incurring any liability, withdraw the selection of that bidder and either proceed with the selection of another bidder or cancel the RFT process.

### **3.3.3 Notification to Other Bidders**

Once the Contract is entered into by Niagara Region and a bidder, the other bidders may be notified directly in writing and shall be notified by public posting in the same manner that this RFT was originally posted of the outcome of the procurement process.

### **3.3.4 Debriefing**

Bidders may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the Niagara Region Contact and must be made within thirty (30) days of such notification. The intent of the debriefing information session is to aid the bidder in presenting a better bid in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

## PART 3 – TERMS AND CONDITIONS OF THE RFT PROCESS

### 3.3.5 Bid Dispute Resolution Procedure

If a bidder wishes to challenge the RFT process, the bidder must submit a written objection providing sufficient detail regarding their complaint (a “Substantive Objection”) to the Director of Procurement and Strategic Acquisitions within seven (7) days from the conclusion of the bid opening process. Niagara Region will respond to a Substantive Objection in accordance with the following steps:

- a) The Director of Procurement and Strategic Acquisitions will arrange a debriefing with the bidder to explain the RFT process that led to the selection of the successful bidder.
- c) The Director of Procurement and Strategic Acquisitions will investigate the complaint and will make a recommendation to the Commissioner of Corporate Services/Treasurer, CAO or Council, as appropriate.
- d) Should the bidder continue to have concerns about the RFT process and is not satisfied with the decision, the bidder may then request, in writing to the Commissioner of Corporate Services/Treasurer, a mediator, to assist in resolving any outstanding issues between the bidder and Niagara Region.
- e) The recommended mediator will be approved by both the bidder and Niagara Region.
- f) The mediator shall make his/her best efforts to assist the parties to reach a mutually acceptable solution.
- g) Costs for the mediator shall be equally shared by Niagara Region and the bidder.
- h) Any resolution reached through the mediation process shall remain confidential if requested by either of the parties.

### 3.4 Conflict of Interest and Prohibited Conduct

#### 3.4.1 Conflict of Interest

Niagara Region may disqualify a bidder for any conduct, situation or circumstances, determined by Niagara Region, in its sole and absolute discretion, to constitute a Conflict of Interest.

For the purposes of this RFT, the term “Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

- a) in relation to the RFT process, the bidder has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of Niagara Region in the preparation of

## PART 3 – TERMS AND CONDITIONS OF THE RFT PROCESS

its bid that is not available to other bidders, (ii) communicating with any person with a view to influencing preferred treatment in the RFT process (including but not limited to the lobbying of decision makers involved in the RFT process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the RFT process; or

- i) in relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the bidder's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

For the purposes of section (a) (i) above, bidders should specifically consider whether there were any individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the bid; **AND** (b) were employees of Niagara Region within twelve (12) months prior to the Submission Deadline.

In addition to any other situation that may constitute a conflict of interest, suppliers will not be permitted to submit a bid if the supplier participated in the preparation of the RFT, and any such bid submitted will be disqualified.

### **3.4.2 Disqualification for Prohibited Conduct**

Niagara Region may disqualify a bidder or terminate the Contract (in compliance with the applicable Terms and Conditions) if, in the sole and absolute determination of Niagara Region, the bidder has engaged in any conduct prohibited by this RFT or Niagara Region's By-law.

### **3.4.3 Prohibited Bidder Communications**

A bidder shall not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Form of Tender (Appendix B).

### **3.4.4 Bidder Not to Communicate with Media**

A bidder may not at any time directly or indirectly communicate with the media in relation to this RFT or any Contract entered into pursuant to this RFT without first obtaining the written permission of the Niagara Region Contact.

### **3.4.5 No Lobbying**

A bidder, including any agent or representative of a bidder, may not, in relation to this RFT or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to advocate for any interest that may be affected by the RFT process or to influence the outcome of the RFT process.

## PART 3 – TERMS AND CONDITIONS OF THE RFT PROCESS

In accordance with Niagara Region's Procurement By-law:

- a) "Lobbying" means the advocacy of an interest that is affected, actually or potentially by the procurement process or individuals involved in the procurement process including seeking to influence the outcome of the procurement process or subsequent award of a contract.
- b) Bidders, their staff members, or anyone involved in preparing a bid, shall not engage in any form of political or other lobbying whatsoever or seek to influence the outcome of the procurement process or subsequent award. This restriction extends to all of Niagara Region's staff and anyone involved in preparing the RFT or participating in the bid evaluation process, and members of Council.
- c) Niagara Region may reject any bid by a bidder that engages in lobbying, without further consideration, and may terminate that bidder's right to continue in the procurement process.
- d) During a procurement process, all communications shall be made through the Niagara Region Contact. No bidder or person acting on behalf of a bidder or group of bidders, shall contact any elected official, consultant or any employee of Niagara Region to attempt to seek information or to influence the outcome of the procurement process.
- e) Elected officials shall refer any inquiries about a procurement process to Niagara Region's Commissioner of Corporate Services/Treasurer.

### **3.4.6 Illegal or Unethical Conduct**

Bidders shall not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Bidders shall not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications, offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of Niagara Region, deceitfulness, submitting bids 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 RFT.

### **3.4.7 Past Performance or Past Conduct**

Niagara Region may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process. Such inappropriate conduct shall include but not be limited to the following: (a) illegal or unethical conduct as described above; (b) the refusal of the supplier to honour its pricing or other commitments made in its bid; (c) failure to disclose a conflict of interest or (d) any other conduct, situation or circumstance described in Niagara Region's By-law.

## PART 3 – TERMS AND CONDITIONS OF THE RFT PROCESS

### 3.5 Confidential Information

#### 3.5.1 Confidential Information of Niagara Region

All information provided by or obtained from Niagara Region in any form in connection with this RFT either before or after the issuance of this RFT

- a) is the sole property of Niagara Region and must be treated as confidential;
- b) is not to be used for any purpose other than replying to this RFT and the performance of the Contract;
- c) must not be disclosed without prior written authorization from Niagara Region; and
- d) shall be returned by the bidders to Niagara Region immediately upon the request of Niagara Region.

#### 3.5.2 Confidential Information of Bidder

Bidders are advised that the disclosure of information received in bids or otherwise relevant to the RFT process will be in accordance with the provisions of all relevant access to information and privacy legislation including primarily the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended (“*MFIPPA*”). Bidders should identify any confidential information in their bids. Niagara Region will make reasonable efforts to maintain the confidentiality of such information, subject to its disclosure requirements under *MFIPPA* or any disclosure requirements imposed by law or by order of a court or tribunal. Bidders are advised that their bids will, as necessary, be disclosed, on a confidential basis, to advisers retained by Niagara Region to advise or assist with the RFT process. If a bidder has any questions about the collection and use of personal information pursuant to this RFT, questions are to be submitted to the Niagara Region Contact.

### 3.6 Reserved Rights, Limitation of Liability and Governing Law

#### 3.6.1 Reserved Rights of Niagara Region

Niagara Region reserves the right to

- (a) make public the names of any or all bidders;
- (b) request written clarification or the submission of supplementary written information in relation to the clarification request from any bidder and incorporate a bidder’s response to that request for clarification into the bidder’s bid;
- (c) assess a bidder’s bid on the basis of
  - (i) a financial analysis determining the actual cost of the bid when considering factors including quality, service, price and transition costs arising from the

## PART 3 – TERMS AND CONDITIONS OF THE RFT PROCESS

- replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established);
  - (ii) information provided by references;
  - (iii) the bidder's past performance under previous contracts with Niagara Region;
  - (iv) the information provided by a bidder pursuant to Niagara Region exercising its clarification rights under this RFT process; or
  - (v) other relevant information that arises during this RFT process;
- (d) waive formalities and accept bids that substantially comply with the requirements of this RFT;
  - (e) verify with any bidder or with a third party any information set out in a bid;
  - (f) check references other than those provided by any bidder;
  - (g) disqualify any bidder whose bid contains misrepresentations or any other inaccurate or misleading information;
  - (h) disqualify any bidder who has engaged in conduct prohibited by this RFT;
  - (i) make changes, including substantial changes, to this RFT provided that those changes are issued by way of addenda in the manner set out in this RFT;
  - (j) select a bidder other than the bidder whose bid reflects the lowest cost to Niagara Region;
  - (k) reject any bid that contains pricing which appears to be unbalanced or unreasonable;
  - (l) cancel this RFT process at any stage;
  - (m) cancel this RFT process at any stage and issue a new RFT for deliverables the same as or similar to the Deliverables;
  - (n) accept any bid in whole or in part; or
  - (o) reject any or all bids;

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

## PART 3 – TERMS AND CONDITIONS OF THE RFT PROCESS

### **3.6.2 Limitation of Liability**

By submitting a bid, each bidder agrees that

- a) neither Niagara Region nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this RFT process including but not limited to costs of preparation of the bid, loss of profits, loss of opportunity or for any other claim; and
- b) the bidder waives any right to or claim for any compensation of any kind whatsoever, including claims for costs of preparation of the bid, loss of profits or loss of opportunity by reason of Niagara Region's decision not to accept the bid submitted by the bidder, to enter into a contract with any other bidder or to cancel this RFT process, and the bidder shall be deemed to have agreed to waive such right or claim.

### **3.6.3 Governing Law and Interpretation**

The terms and conditions in this Part 3 – Terms and Conditions of RFT Process

- 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 being intended to limit the pre-existing rights of the parties); and
- c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 3]



## Appendix A – Contract Terms and Conditions

The Contract for the Deliverables between the parties in respect of:

### Supply and Delivery of Backhoe Loader

means and is comprised of the following documents, which are collectively referred to as the “Contract”:

- a) the Purchase Order issued by Niagara Region inclusive of the the [Purchase Order Terms and Conditions](http://www.niagararegion.ca/business/) (<http://www.niagararegion.ca/business/>);
- b) the 2017-T-21, including any addenda, (the “Solicitation Document”); and
- c) all the documentation submitted by the Supplier in response to the Solicitation Document (the “Supplier’s Submission”).

Save as specifically provided below, any ambiguity, conflict or inconsistency between or among the documents comprising the Contract will be resolved by giving precedence to the express terms of the documents in the order in which they appear above, so that a first mentioned document shall prevail notwithstanding any term or aspect of a later mentioned document. Notwithstanding the general precedence provided herein, the terms of this Appendix “A” shall take precedence over the definition of “Contract” contained in the Purchase Order Terms and Conditions noted above.

Similarly, the Insurance Provisions below herein shall take precedence over the Article 6.01 contained in the Purchase Order Terms and Conditions noted above:

The Supplier hereby agrees to put in effect and maintain insurance for the Term, at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the Supplier would maintain including, but not limited to, the following:

#### (a) Commercial General Liability Insurance

Commercial General Liability insurance for all Deliverables to a limit of not less than five million dollars (\$5,000,000) per occurrence.

The policy will be extended to include:

- Bodily injury, death and property damage
- Cross liability and severability of interest
- Blanket contractual
- Premises and operations

## APPENDIX A – CONTRACT TERMS AND CONDITIONS

- Personal and advertising injury
- Broad form property damage
- Products and completed operations
- Owner's and contractors protective
- Non-owned Automobile to a limit of not less than two million dollars (\$2,000,000)

The policy shall be endorsed to:

- Include Niagara Region as an additional insured; and
- Contain an undertaking by the insurers to give thirty (30) days prior written notice in the event that there is a material change in the foregoing policies or coverage affecting the Additional Insured(s) or cancellation of coverage before the expiration date of any of the foregoing policies.

## Appendix B – Form of Tender

### 1. Bidder Information

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

### 2. Offer

The bidder has carefully examined the RFT documents and has a clear and comprehensive knowledge of the Deliverables required under the RFT. By submitting a bid, the bidder agrees and consents to the terms, conditions and provisions of the RFT, including the Contract Terms and Conditions and offers to provide the Deliverables in accordance therewith at the rates set out in the Pricing Form (Appendix C).

### 3. Rates

The bidder has submitted its rates in accordance with the instructions in the RFT and in the Pricing Form set out in Appendix C.

### 4. No Prohibited Conduct

The bidder declares that it has not engaged in any conduct prohibited by this RFT.

### 5. Conflict of Interest

The bidder has considered the definition of “Conflict of Interest” in Section 3.4 of the RFT and declares that there is no Conflict of Interest relating to the preparation of its bid, and no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFT.

APPENDIX B – FORM OF TENDER

**6. Disclosure of Information**

The bidder hereby agrees that any information provided in this bid, 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 bidder hereby consents to the disclosure, on a confidential basis, of this bid by Niagara Region to Niagara Region’s advisers retained for the purpose of evaluating or participating in the evaluation of this bid.

**7. Bid Irrevocable**

The bidder agrees that its tender shall be irrevocable for a period of Ninety (90) days following the Submission Deadline.

**8. Enter into Contract**

The bidder agrees that in the event its bid is selected by Niagara Region, in whole or in part, it will enter into the Contract based on the term and conditions set out in Appendix A to this RFT in accordance with the terms of this RFT.

**9. Addenda**

The bidder is deemed to have read and accepted all addenda issued by Niagara Region prior to the Deadline for Issuing Addenda. The onus remains on bidders to make any necessary amendments to their bids based on the addenda. The bidder is requested to confirm that it has received all addenda by completing the statement below:

The bidder has received **addendum/addenda numbers** [ ] to [ ], inclusive, and all changes specified therein have been included in the bidder’s pricing.

Bidders who fail to complete this section will be deemed to have received all posted addenda.

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

\_\_\_\_\_  
Signature of Bidder Representative

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

\_\_\_\_\_  
Name of Bidder Representative

\_\_\_\_\_  
Title of Bidder Representative

\_\_\_\_\_  
Date

I have the authority to bind the bidder.

**ORIGINAL SIGNATURES ONLY; NO ELECTRONIC**

## Appendix C – Pricing

### 1. Instructions on How to Complete Pricing Form

- (a) Rates shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for Harmonized Sales Tax (HST), which should be itemized separately.
- (b) Rates quoted by the bidder shall be all-inclusive and shall include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery to Niagara Region, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.
- (c) Provide pricing for all options on the pricing form

### 2. Evaluation of Pricing

Award will be based on quantity multiplied by unit price. The pricing for the options will not be included in the evaluation of pricing and pricing for options is not mandatory.

### 3. Pricing Form

Please see the following.

**Form of Tender – Pricing Page**

I/We, the undersigned, **having the authority to bind the Company**, certify that I/We have examined INVITATION AND SUBMISSION INSTRUCTIONS, TERMS AND CONDITIONS OF THE RFT PROCESS & RFT PARTICULARS, and Form of Tender, do hereby offer and agree to enter into an agreement with the Regional Municipality of Niagara for the supply and delivery of Backhoe Loader as described herein:

**ONE (1) ONLY – BACKHOE LOADER, SPECIFICATION #55E-13**

MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ YEAR: \_\_\_\_\_

<b>Unit Price</b>	\$ _____
Plus 13% H.S.T.	\$ _____
<b>Total Bid</b>	\$ _____

Options:

A. **ONE (1) ONLY – BACKHOE LOADER, SPECIFICATION #55E-13**

**Excluding item**

**12. Work tool options:**

Rear Bucket – 24” standard or approved equivalent

Rear Bucket shall be equipped with pin-on tooth tips that are exchanged whereby the pin retainers are diagonal or vertical, allowing them to be extracted or inserted with a hammer and punch only

\$ \_\_\_\_\_

<b>COMPANY:</b>	<b>SIGNATURE:</b>
-----------------	-------------------

APPENDIX C – PRICING FORM  
 LIST OF SUB-CONTRACTORS

**LIST OF SUB-CONTRACTORS (If Applicable)**

In the spaces provided below, please list those sub contractors you intend to use:

#	ORGANIZATION	CONTACT NAME	PHONE NUMBER
1.			
2.			
3.			
4.			

COMPANY:	SIGNATURE:
----------	------------

**Appendix D – RFT Particulars**

A. The Deliverables

**THE REGIONAL MUNICIPALITY OF NIAGARA  
PUBLIC WORKS DEPARTMENT  
TRANSPORTATION DIVISION**

**SPEC. #55E-13  
Page 22 of 41**

**BACKHOE LOADERS**

**SPECIFICATION AND CONFIRMATION**

**GENERAL SPECIFICATIONS**

**SPECIFY**

This specification covers the purchase of a new 2017-18 four-wheel drive integral tractor/loader/backhoe.

It shall be supplied with all standard equipment plus all other equipment as outlined in this specification if not standard.

Where specific information is not requested please indicate with a Yes or No under Specify if vehicle's come equipped with.

This unit will be used primarily for road maintenance and loading of sand/salt for winter operations.

Bids submitted will be considered non-compliant where minimums are not met and "NO" is specified.

**DETAILED SPECIFICATIONS**

**1. MAKE, MODEL AND YEAR**

**SPECIFY**

CAT 430F2 IT

\_\_\_\_\_ YES/NO

MAKE \_\_\_\_\_

MODEL \_\_\_\_\_

YEAR \_\_\_\_\_



APPENDIX D – RFT PARTICULARS

**2. BASIC SPECIFICATIONS**

**SPECIFY**

Backhoe shall have a minimum digging depth of 19' (5.8 m) with extendable stick

\_\_\_\_\_ft \_\_\_\_\_ in

Turbocharged engine net flywheel horsepower shall be at least 107 HP (78 kW) according to SAE J1349

\_\_\_\_\_HP

General purpose loader bucket SAE heaped capacity rating shall be a minimum of 1.5 cubic yards (1.0 cubic meters)

\_\_\_\_\_cu yd

Height to the top of the canopy with standard tires

\_\_\_\_\_ft \_\_\_\_\_ in

Unit shall have a maximum overall transport height of 12' 11" (3.9m) with standard tires

\_\_\_\_\_ft \_\_\_\_\_ in

Maximum overall transport length shall be 24 '6" (7.5m)

\_\_\_\_\_ft \_\_\_\_\_ in

Unit wheelbase

\_\_\_\_\_ft \_\_\_\_\_ in

Maximum width with a general purpose bucket

\_\_\_\_\_ft \_\_\_\_\_ in

**3. POWER TRAIN**

**SPECIFY**

Turbocharged four/six cylinder diesel engine, 107 SAE net HP minimum at flywheel

\_\_\_\_\_ HP

Displacement

\_\_\_\_\_ cu. in.

The engine shall meet all U.S. EPA Tier 4 final emissions requirements

\_\_\_\_\_ YES/NO

Engine shall be protected to a minimum -34 degrees F (-36.7 degrees C) with extended life antifreeze that needs not to be replaced for 5 years or 12,000 hours

\_\_\_\_\_ YES/NO

Radiator shall have a heavy-duty guard to resist continued impact at low speeds and be accessible without lifting loader arms

\_\_\_\_\_ YES/NO

Engine shall be equipped with an alternator that has a charging capacity of minimum 120 amperes

\_\_\_\_\_ YES/NO

APPENDIX D – RFT PARTICULARS

**3. POWER TRAIN (Cont'd)**

**SPECIFY**

Engine shall be equipped with two maintenance-free 880 CCA Batteries

\_\_\_\_\_ amps

Engine shall be equipped with a 12-volt direct-electric starting and charging system

\_\_\_\_\_ YES/NO

Engine shall have an internally-mounted, dry type, radial-seal, combined replaceable air cleaner and precleaner unit with an air service indicator to monitor air filter condition

\_\_\_\_\_ YES/NO

Engine air filter shall have an automatic integrated dust ejection system that prevents more than 95% of the contaminants from embedding in the filter media

\_\_\_\_\_ YES/NO

Engine shall have a water/sediment bowl and spin-on type replaceable filter in the fuel system, with water separator service indicator light

\_\_\_\_\_ YES/NO

Engine shall come standard with glow plug starting aid for cold weather operation without using ether

\_\_\_\_\_ YES/NO

Machine shall have Automatic Engine Speed Control that reduces engine speed when the backhoe is not in use. This will conserve fuel and lower emission noise

\_\_\_\_\_ YES/NO

Engine coolant heater to be supplied

\_\_\_\_\_ YES/NO

**4. POWERTRAIN/TRANSMISSION**

**SPECIFY**

Transmission, differentials, and hydraulics shall have separate fluid reservoirs

\_\_\_\_\_ YES/NO

4WD guard shall be made by the OEM and provide full coverage between the frame rails to protect the front drive shaft

\_\_\_\_\_ YES/NO

Unit shall be able to change direction and travel speed on-the-go

\_\_\_\_\_ YES/NO

APPENDIX D – RFT PARTICULARS

4. **POWERTRAIN/TRANSMISSION (Cont'd)**

**SPECIFY**

Units shall be equipped with a transmission disconnect button to allow full engine power to the loader \_\_\_\_\_ YES/NO

Transmission shall have an electric, neutral lock switch on the front console \_\_\_\_\_ YES/NO

Transmission shall have spin-on type oil filter vertically mounted \_\_\_\_\_ YES/NO

The automatically shifting transmission shall have a manual override switch to allow the operator full control over the gear selection  
- 5 speeds \_\_\_\_\_ YES/NO

Unit shall have a high gear speed of no less than 25 mph (40 kph) \_\_\_\_\_ YES/NO

Unit shall have 5 forward gears, 3 reverse gears, and a fully synchronized power-shuttle transmission coupled with electro-hydraulically shifted forward and reverse shuttle clutches with auto shift \_\_\_\_\_ YES/NO

5. **STEERING**

**SPECIFY**

Machine shall have hydrostatic steering \_\_\_\_\_ YES/NO

Steering cylinder shall be double acting with a 50 degree steering angle \_\_\_\_\_ YES/NO

6. **BRAKES**

**SPECIFY**

Brake mode selector switch shall allow 2WD travel with 4WD automatically engaged for braking and 4WD \_\_\_\_\_ YES/NO

Parking/secondary brakes shall be independent of the service brake system, allow operator complete control for a modulated stop, and shall be mechanically applied and adjusted from the cab without the need for tools \_\_\_\_\_ YES/NO

APPENDIX D – RFT PARTICULARS

6. **BRAKES (Cont'd)**

**SPECIFY**

Parking/secondary brake shall be of sufficient design to hold weight of machine on slope \_\_\_\_\_ YES/NO

Foot-operated brake pedals shall be able to be interlocked for roading \_\_\_\_\_ YES/NO

Brakes shall be inboard oil-immersed, hydraulically-actuated, multiple discs on final drive input drive shaft \_\_\_\_\_ YES/NO

Service brakes shall be fully self-adjusting \_\_\_\_\_ YES/NO

7. **HYDRAULIC SYSTEM**

**SPECIFY**

Hydraulic system shall include high pressure hoses consisting of 4 overlapping insulated spiral wires on all high pressure lines \_\_\_\_\_ YES/NO

Machine shall be able to reach maximum lift capacity at any engine Speed \_\_\_\_\_ YES/NO

Maximum hydraulic pump pressure shall be at least 3,600 psi (24,845 kPa) for both backhoe and loader and use a variable Displacement, load sensing axial piston pump \_\_\_\_\_ psi

Hydraulic system shall have a replaceable 5 micron vertically mounted, spin-on filter that is accessible from under the main frame \_\_\_\_\_ YES/NO

All hydraulic hoses restrained by rubber grommets and steel band clamps shall have full protective coverage by the rubber grommet, preventing cuts and chaffing by the band clamps \_\_\_\_\_ YES/NO

Hose routing shall be in such a way that no chafing protection material is needed around hoses in any area. \_\_\_\_\_ YES/NO

APPENDIX D – RFT PARTICULARS

8. **AXLES**

**SPECIFY**

Automatic four-wheel braking shall be required on 4WD units, enabled by a switch on a console \_\_\_\_\_ YES/NO

Rear axle shall have differential lock with "on-the-go" engagement \_\_\_\_\_ YES/NO

4WD front axle shall have a minimum static load rating of 50582 lbs (22964 kg) \_\_\_\_\_ lbs.

Rear axle shall have a minimum static load rating of 50582 lb (22964 kg) \_\_\_\_\_ lbs.

Heavy-duty rear axle shall be semi-floating with self-adjusting inboard brakes \_\_\_\_\_ YES/NO

9. **WHEELS**

**SPECIFY**

Machine shall have 4 wheel drive \_\_\_\_\_ YES/NO

Standard tires shall be no less than 12.5/80-18 10PR (front) and 19.5 x 24 12PR (rear) with radial tires and other sizes available \_\_\_\_\_ YES/NO

Front tires shall ride inside loader bucket cutting width \_\_\_\_\_ YES/NO

10. **OPERATORS STATION**

**SPECIFY**

Cab shall have a factory air conditioner that provides the operator with a choice of fresh outside air drawn through filters or recirculating cab air \_\_\_\_\_ YES/NO

Operator shall have complete control to disable, or lock, the backhoe Pilot Controls with a single switch on the console \_\_\_\_\_ YES/NO

The backhoe Pilot Controls locking switch shall always indicate the correct state of the controls, "locked" or "unlocked," and be lighted when "locked" \_\_\_\_\_ YES/NO

Cab shall be equipped with two doors and five opening windows and floor mat \_\_\_\_\_ YES/NO

APPENDIX D – RFT PARTICULARS

10. <b><u>OPERATORS STATION (Cont'd)</u></b>	<b><u>SPECIFY</u></b>
Machine shall come standard with horn, audible back up alarm and electric fuel system shut off	_____ YES/NO
Operator's compartment shall feature laminated safety glass on front, windshield and tempered glass on all other windows	_____ YES/NO
Cab shall include factory-installed heater/defroster with multiple speed blower with the control in reach from the front and rear of the machine	_____ YES/NO
Side instruments shall include tachometer, fuel gauge, transmission/converter oil temperature gauge and coolant temperature gauge	_____ YES/NO
Unit shall include two front and two rear roading lights	_____ YES/NO
Machine shall have stop and turn signals with flashing hazard lamps visible from front and rear	_____ YES/NO
In addition to head and tail lights, the machine shall include 2 front and 2 rear halogen work lights	_____ YES/NO
Electric auxiliary socket shall be available on roof for connection to items such as a rotating beacon	_____ YES/NO
OSHA approved ROPS/FOPS shall be integral with cab	_____ YES/NO
Air-suspension seat shall come with a vertical adjustment and adjustable flip-up armrests	_____ YES/NO
Operator's compartment shall come equipped with a standard air suspension seat that can be adjusted in the fore/aft position and has a lever that controls the release for rotation at 180 degree swivel from anywhere on a sliding track mechanism	_____ YES/NO
Seat shall have cloth covering	_____ YES/NO
Hour meter shall be functional with key in off position and visible from ground level	_____ YES/NO

APPENDIX D – RFT PARTICULARS

**10. OPERATORS STATION (Cont'd)**

**SPECIFY**

Stabilizer controls shall be pilot operated and be conveniently Located \_\_\_\_\_ YES/NO

Tilt steering wheel shall be standard for operator comfort \_\_\_\_\_ YES/NO

All rear window sections shall stow overhead, inside the cab for maximum visibility, ventilation and operator comfort \_\_\_\_\_ YES/NO

Front and rear windshield wipers shall be standard \_\_\_\_\_ YES/NO

AM-FM radio shall be supplied \_\_\_\_\_ YES/NO

**11. LOADER AND BACKHOE**

**SPECIFY**

Per SAE standards, rated bucket digging force shall be a minimum of 15,230 lb (67.7 kN) \_\_\_\_\_ lbs.

Per SAE standards, stick digging force shall be a minimum of 8,740 lbs (38.9 kN) with a retracted extendible stick \_\_\_\_\_ lbs.

Must have extendible stick \_\_\_\_\_ YES/NO

Extendible stick shall be field adjusted in less than 30 minutes to eliminate excessive clearance, using simple hand tools such as hex head and allen head wrenches \_\_\_\_\_ YES/NO

Extendible stick shall have serrated edges to help clamp objects securely with bucket \_\_\_\_\_ YES/NO

Extendible stick shall be self-lubricating, adjusted with shims, and require no grease \_\_\_\_\_ YES/NO

Backhoe shall be center-pivot type complete with hydraulic stabilizers \_\_\_\_\_ YES/NO

Boom cylinder shall be exterior mounted for serviceability \_\_\_\_\_ YES/NO

Stick cylinder shall be exterior mounted for serviceability \_\_\_\_\_ YES/NO

Backhoe shall be equipped with a swing transport lock \_\_\_\_\_ YES/NO

APPENDIX D – RFT PARTICULARS

11. **LOADER AND BACKHOE (Cont'd)**

**SPECIFY**

Backhoe controls shall be available as pilot operated joystick controls with a standard pattern changer for SAE excavator or ISO backhoe control patterns \_\_\_\_\_ YES/NO

Backhoe shall be controlled with excavator style pilot operated joystick controls \_\_\_\_\_ YES/NO

Optional switch/harness shall give constant flow to tools such as a broom \_\_\_\_\_ YES/NO

Integrated Toolcarrier loader shall be controlled by pilot operated controller \_\_\_\_\_ YES/NO

Loader frame/linkage shall be of a tool carrier design including a hydraulic quick coupler actuated from the cab \_\_\_\_\_ YES/NO

Operator shall be able to easily remove the loader bucket attachment and quickly couple a fork carriage, material handling arm, broom, or other various attachments without leaving the cab except to connect hydraulic lines \_\_\_\_\_ YES/NO

Loader shall have positive down pressure sufficient to lift tractor front end off level ground \_\_\_\_\_ YES/NO

Loader breakout force shall be no less than 10,525 lbs (46.8 kN) for a loader equipped with an integral quick coupler for any OEM bucket offered \_\_\_\_\_ lbs.

Loader equipped with a quick coupler shall have a lift capacity of no less than 6,815 lbs (3091 kg) at full height with a general purpose bucket \_\_\_\_\_ lbs.

Bucket dump angle shall be a minimum of 45 degrees \_\_\_\_\_ YES/NO

Loader shall be equipped with a return-to-dig mechanism \_\_\_\_\_ YES/NO

Loader shall be equipped with a lift cylinder brace to mechanically hold the loader arms in the raised position \_\_\_\_\_ YES/NO



APPENDIX D – RFT PARTICULARS

11. **LOADER AND BACKHOE (Cont'd)**

**SPECIFY**

Loader bucket shall be suitable for general purpose with heavy-duty characteristics including high strength wear material in the leading edges of the lower side corners, equaling the material properties of the base cutting edge

\_\_\_\_\_ YES/NO

Loader bucket shall have a 2-piece or 3-piece bolt-on cutting edge for serviceability

\_\_\_\_\_ YES/NO

Loader bucket shall be self-leveling for truck loading spoil and equipped with a bucket tilt indicator

\_\_\_\_\_ YES/NO

Auto-up stabilizer controls shall be available

\_\_\_\_\_ YES/NO

Stabilizers shall be pilot operated for low efforts and located on the side console for easy access whether facing front or rear

\_\_\_\_\_ YES/NO

Flip over stabilizer pads shall have a dirt grouser

\_\_\_\_\_ YES/NO

Stabilizers shall be able to lift the machine high enough to clear tires, on concrete with street pads

\_\_\_\_\_ YES/NO

12. **WORK TOOL OPTIONS**

**SPECIFY**

The OEM shall offer buckets in varying widths and capacities.

\_\_\_\_\_ YES/NO

Backhoe thumb shall be available from the factory, with parts and service support from the OEM

\_\_\_\_\_ YES/NO

All dipper sticks shall be made thumb-ready, allowing bolt-on installation of thumbs, cylinder, hydraulics and hardware without welding

\_\_\_\_\_ YES/NO.

Rear Bucket – 24” standard or approved equivalent

\_\_\_\_\_ YES/NO

Rear Bucket shall be equipped with pin-on tooth tips that are exchanged whereby the pin retainers are diagonal or vertical, allowing them to be extracted or inserted with a hammer and punch only

\_\_\_\_\_ YES/NO

APPENDIX D – RFT PARTICULARS

**12. WORK TOOL OPTIONS (Cont'd)**

**SPECIFY**

Extend a boom – plumbed for hydraulic quick-connect with two way and one way flow with end quick couplers (attachments)

\_\_\_\_\_ YES/NO

Front bucket shall be 1.5 cu yd with Bolt-on Edge and Hydraulic Quick Coupler

\_\_\_\_\_ cu.yd.

Third Valve to run brooms, multi-purpose buckets, etc.

\_\_\_\_\_ YES/NO

**13. MINIMUM SERVICE FILL CAPACITIES**

**SPECIFY**

Standard front axle capacity (4WD) shall not be less than 2 gallons (7.6 L), with planetary capacity no less than .2 gallons (.8L)

\_\_\_\_\_ YES/NO

Standard rear axle capacity shall not be less than 6.4 gallons (24.2 L)

\_\_\_\_\_ YES/NO

Standard engine oil with filter capacity shall not be less than 2 gallons (7.6 L)

\_\_\_\_\_ YES/NO.

Standard fuel tank capacity shall not be less than 34 gallons (125 L), providing 10 hours of continuous work @ 70% load factor without refueling

\_\_\_\_\_ YES/NO

**14. SERVICEABILITY**

**SPECIFY**

Engine oil, transmission oil, hydraulic oil, brake fluid, washer fluid coolant engine air filter, and engine air filter monitor shall all be consolidated service points, accessible under the hood with loader arms down

\_\_\_\_\_ YES/NO

Water and sediment shall be drained from the fuel/water filter without raising the hood or opening an access panel

\_\_\_\_\_ YES/NO

APPENDIX D – RFT PARTICULARS

**15. OWNING AND OPERATING COSTS**

**SPECIFY**

Front axles shall have sealed king pin and center pendulum bearings.  
Driveshaft universal joints shall be maintenance free

\_\_\_\_\_ YES/NO

Engine shall have a 500 hour oil change interval for lowering operating  
maintenance cost

\_\_\_\_\_ YES/NO

**16. ADDITIONAL FEATURES**

**SPECIFY**

Optional front fenders shall be available from the OEM, articulating  
with the tires for maximum coverage

\_\_\_\_\_ YES/NO

Ride-Control shall be optional and will smooth the ride under all  
operating conditions. With Auto Feature.

\_\_\_\_\_ YES/NO

**17. WARRANTY**

**SPECIFY**

12 month complete machine warranty, covering parts and labour  
including travel time, shall be supplied – no hour stipulation

\_\_\_\_\_ YES/NO

5 year or 7,500 Hour Extended Power Train and Hydraulic System  
Warranty

\_\_\_\_\_ YES/NO

Signed detailed outline of warranty duration and coverage must be  
supplied

\_\_\_\_\_ YES/NO

**18. MISCELLANEOUS**

**SPECIFY**

It shall be the responsibility of the supplier to arrange delivery

\_\_\_\_\_ YES/NO

Operator's manual and full service manual (hard copy/cd) shall  
be supplied at time of delivery

\_\_\_\_\_ YES/NO

APPENDIX D – RFT PARTICULARS

**18. MISCELLANEOUS (Cont'd) SPECIFY**

Upon delivery or immediately after, a manufacturer’s representative familiar with the equipment will, with Niagara Region’s fleet maintenance manager and safety, training officer demonstrate the proper operating, maintenance and repair procedures required to meet warranty and full utilization of the equipment

\_\_\_\_\_ YES/NO

**19. GENERAL SPECIFY**

Unit must be supplied with suitable components to comply with this specification in all respects

\_\_\_\_\_ YES/NO

Where minimums are called for, the unit must meet or exceed the capacity, size or performance specified

\_\_\_\_\_ YES/NO

This specification lists only the major details of the unit therefore, it is the supplier’s responsibility to deliver a fully equipped unit with compatible components to provide dependable and efficient service

\_\_\_\_\_ YES/NO

**20. OPTIONS SPECIFY**

**A. ONE (1) ONLY – BACKHOE LOADER, SPECIFICATION #55E-13**

\_\_\_\_\_ YES/NO

**Excluding item**

**12. Work tool options:**

Rear Bucket – 24” standard or approved equivalent

Rear Bucket shall be equipped with pin-on tooth tips that are exchanged whereby the pin retainers are diagonal or vertical, allowing them to be extracted or inserted with a hammer and punch only

\*\*The pricing for the options will not be included in the evaluation of pricing and pricing for options is not mandatory.

## APPENDIX D – RFT PARTICULARS

### **B. Material Disclosures**

Not applicable

### **C. Mandatory Requirements**

#### **1. Form of Tender (Appendix B)**

Each bid must include a Form of Tender (Appendix B) completed and signed by an authorized representative of the bidder.

#### **2. Pricing Form (Appendix C)**

Each bid must include a Pricing Form (Appendix C) completed according to the instructions contained in the form.

#### **3. Bid Security**

Not required

#### **4. AODA Standards of Accessibility Compliance**

**Information and communications (without limitation, documents, materials and presentations) provided to Niagara Region as part of the Deliverables, which shall be posted to Niagara Region’s website shall be provided in an AODA compliant format, specifically without limitation, meaning that the said documents must conform to World Wide Web Consortium Web Content Accessibility Guidelines (WCAG) 2.0 Level AA.**

#### **5. Specifications and Confirmation**

Bid submitted will be considered non-compliant where minimums are not met and “NO” is specified within Spec 55E-13 with the exception of the pricing for the options which will not be included in the evaluation of pricing and pricing for options is not mandatory.

## **Appendix E – Conditions of Award**

The selected bidder must satisfy the following conditions and provide the following information within 14 days of the notice of selection:

### **1. Certificate of Insurance**

The selected bidder must provide Niagara Region with a Certificate of Insurance acceptable to Niagara Region and, if requested by Niagara Region, certified copies of the insurance policies. The Certificate of Insurance must comply with the insurance requirements outlined in the Contract Terms and Conditions (Appendix A) and must be on [Niagara Region's form of Certificate of Insurance](http://www.niagararegion.ca/business/fpr/cert-insurance.aspx) (www.niagararegion.ca/business/fpr/cert-insurance.aspx), which can be found on Niagara Region's website –. If the Certificate of Insurance is provided in a non-original form (e.g. a facsimile, photocopy or scanned electronic copy), the bidder acknowledges and agrees that Niagara Region is fully entitled to treat any such Certificate as an original and that the bidder will be responsible for the accuracy and validity of the information contained therein. If required by Niagara Region, certified copies of all the above-mentioned policies shall be delivered to Niagara Region. All subsequent policy renewals and certificates of insurance thereafter, during the time that the Contract is in force, shall be forwarded to Niagara Region within fifteen (15) days of their renewal date.

## Appendix F – Bid Irregularities

### Responses for Administering Irregularities Contained in Bids

	<u>IRREGULARITY</u>	<u>RESPONSE</u>
1.	Late Bids.	Automatic rejection. Returned unopened to the bidder.
2.	Unsealed Envelopes.	Automatic rejection.
3.	<b>Insufficient Financial Security</b>	
	A) No Bid Deposit, uncertified cheque, or financial security not an original (e.g. a photocopy or a facsimile of a financial security).	Automatic rejection.
	B) Amount of financial security is insufficient:	Automatic rejection.
	i. Amount of security is expressed as a percentage of the total bid sum.	Automatic rejection, unless in the opinion of Procurement and Strategic Acquisitions the insufficiency in the financial security is de minimus (trivial or insignificant).
	ii. Amount of security is expressed only as a dollar figure.	Automatic rejection.
	C) i. Name or signature of Supplier is missing or incomplete.	Automatic rejection.
	ii. Seal of Supplier is missing or incomplete.	Two (2) working days* to obtain missing or incomplete items.
	D) Name, signature, or seal of bonding company is missing or incomplete.	Automatic rejection.
	E) Failure to provide a letter of agreement to bond (if required).	Automatic rejection.
4.	<b>Bid Document – execution</b>	
	A) Bids completed in erasable medium.	Automatic rejection.
	B) i. Signature of representative authorized to bind the Supplier missing or incomplete on the prescribed form which is to be submitted in response to a Bid	Automatic rejection.

APPENDIX F – BID IRREGULARITIES

	<u>IRREGULARITY</u>	<u>RESPONSE</u>
	Solicitation.	
	ii. Electronic signature of representative or absence of corporate seal authorized to bind the Supplier shown on the prescribed form which is to be submitted in response to a Bid Solicitation.	Two (2) working days* to obtain original signature.
	C) Form of Proposal missing or incomplete.	Two (2) working days* to correct to the satisfaction of Procurement and Strategic Acquisitions, otherwise automatic rejection.
	D) Form of Quotation or Tender missing or incomplete.	Automatic rejection.
	E) Signature of witness, if required, missing or incomplete.	Two (2) working days* to correct, otherwise automatic rejection.
	F) Date of Bid missing or incomplete.	Two (2) working days* to correct, otherwise automatic rejection or, if stated in the Bid Solicitation, automatic rejection.
5.	Incomplete, illegible or obscure Bids or Bids which contain information not called for, erasures, overwriting or strike outs (not initialed).	Two (2) working days* to correct to the satisfaction of Procurement and Strategic Acquisitions, otherwise automatic rejection.
6.	Document, in which all necessary Addenda have not been acknowledged.	Two (2) working days* to confirm Bid to the satisfaction of Procurement and Strategic Acquisitions or, if stated in the Bid Solicitation, automatic rejection.
7.	Failure to attend mandatory site visit (if required).	Automatic rejection.
8.	Bid received on documents other than those provided in the Bid Solicitation.	Automatic rejection, unless allowed for in the Bid Solicitation.
9.	Failure to insert the bidder's business name in the space provided in the Bid Solicitation form.	Automatic rejection unless, in the opinion of Procurement and Strategic Acquisitions the incomplete nature is trivial or insignificant.
10.	Mathematical errors.	Two (2) working days* to initial the corrections as made by the Corporation. Unless otherwise stated in the Bid, the unit price shall prevail and the total Bid price shall be adjusted accordingly. The Corporation reserves the right to waive initialing and accept Bid as corrected.



APPENDIX F – BID IRREGULARITIES

	<b><u>IRREGULARITY</u></b>	<b><u>RESPONSE</u></b>
11.	Qualified Bids (Bids qualified or restricted by an attached statement).	Automatic rejection
12.	Bids containing minor obvious clerical errors.	Two (2) working days* to confirm Bid to the satisfaction of Procurement and Strategic Acquisitions.
13.	Any other irregularities.	The Commissioner of Enterprise Resource Management Services, or Designate, shall have authority to waive other irregularities or grant two (2) working days * to initial such other irregularities considered to be minor.

\*\* Where “working days” specified, this is from the hour the Bidder is notified by Niagara Region staff of the irregularity