Invitation to Tender No. 23-007
Landfill Gas Control Plant and Flare Upgrade

Information for Tenderers

The Regional District of Nanaimo, hereinafter referred to as the "Regional District", invites Tenders for the Landfill Gas Control Plant and Flare Upgrade.

Brief description of the project:

.1 Upgrade of the Landfill Gas Control Plant and Flare at the Nanaimo Regional Landfill (Site), located at 1105 Cedar Road.

.2 The works of this project involve the upgrade and replacement of the landfill gas control plant components and flare at the Site for the Regional District of Nanaimo.

.3 The upgrade and replacement of the Landfill Gas Control Plant and Flare will generally consist of supply and installation of all control plant components, flare, and tie-in to existing infrastructure.

Onsite work is requested to be completed between April 1, 2024 - August 31, 2024.

Tenders are to be submitted **via email** in PDF format with "23-007 Landfill Gas Control Plant and Flare Upgrade" as the subject line to Shane McLeod at SMacLeod@rdn.bc.ca bearing the name of the firm bidding on or before on or before **3:00:00 p.m. local time on the January 26, 2024** (the "Tender Closing"). The Owner will not be responsible for any technological delays. It is the Tenderer's sole responsibility to ensure their Tender is received when, where and how it is specified in this document. Tenders received in any other manner will not be accepted.

An optional pretender meeting will be held at the Site on December 19, 2023, at 9:00:00 a.m. local time. All attendees must bring appropriate PPE including a hard hat, steel toe boots, and hi-vis vest. All attendees should confirm their attendance by email to Shane MacLeod at SMacleod@rdn.bc.ca no later than end of day on December 18, 2023.

All enquiries related to this Tender are to be directed in writing to, Shane MacLeod at SMacLeod@rdn.bc.ca.

Tenders will not be opened in public. The Regional District will endeavor to post unverified bid results by 10:00 a.m. the business day following the Tender Closing.

Each Tender Form received from a Tenderer must be accompanied by a **verifiable digital E-Bid Bond** in the amount equal to TEN PERCENT (10%) of the TOTAL AMOUNT OF TENDER and a **verifiable digital Consent of Surety** as defined by the Surety Association of Canada. https://suretycanada.com/SAC/Surety-Bonds/E-Bonding.aspx

The successful Tenderer will be required to submit a 50% Labour & Materials Bond and a 50% Performance Bond.

Tenders must remain valid for sixty (60) days following the closing time and date.

The Owner reserves the right to reject any or all tenders, to accept the tender deemed most favourable in the interests of the Owner. The lowest or any tender may not be accepted.
This procurement is subject to Chapter 5 of the Canadian Free Trade Agreement. The Regional District's language in its procurement documents shall be English.

Regional District of Nanaimo

Invitation to Tender No. 23-007

Landfill Gas Control Plant and Flare Upgrade

Issue Date: December 8, 2023

6300 Hammond Bay Road, Nanaimo, BC, Canada V9T 6N2 250-390-4111 rdn.bc.ca

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PART 1 INVITATION

1.1 INVITATION TO TENDER

The Regional District of Nanaimo (the "Regional District") invites tenders for the Landfill Gas Control Plant and Flare Upgrade Project.

1.2 DESCRIPTION OF WORK

This project involves the upgrade of the Landfill Gas Control Plant and Flare at the Nanaimo Regional Landfill (Site), located at 1105 Cedar Road. The works of this project involve the upgrade and replacement of the landfill gas control plant components and flare at the Site for the Regional District of Nanaimo. The upgrade and replacement of the Landfill Gas Control Plant and Flare will generally consist of supply and installation of all control plant components, flare, and tie-in to existing infrastructure.

1.3 TENDER SUBMISSION

1.3.1 Tenders will be submitted **via email** in PDF format with "23-007 Landfill Gas Control Plant and Flare Upgrade" as the subject line to Shane McLeod at SMacLeod@rdn.bc.ca bearing the name of the firm bidding on or before on or before **3:00 p.m. local time on the January 26, 2024** (the "Tender Closing"). The Owner and the Consultant will not be responsible for any technological delays. It is the Tenderer's sole responsibility to ensure their Tender is received when, where and how it is specified in this document.

1.3.2 Electronically submitted Tenders will be deemed to be successfully received at the time as posted on the incoming email on the RDN's server.

1.3.3 Tenders received after the Tender Closing date and time will not be considered by the Regional District.

1.3.4 The submission of a Tender constitutes the agreement of the Tenderer to be solely responsible for all costs and expenses incurred by it in preparing and submitting its Tender, including any costs incurred by the Tenderer after the Tender Closing.

PART 2 TENDER DOCUMENTS

2.1 Documents may be viewed and obtained directly from the Regional District of Nanaimo website at www.rdn.bc.ca/current-bid-opportunities or the BC Bid website at www.bcbid.gov.bc.ca

PART 3 PRE-TENDER ENQUIRIES AND ADDENDA

3.1 Enquiries should be addressed to:

Shane MacLeod
Email: SMacLeod@rdn.bc.ca

Please Note: The Project Manager named above is the only valid contact for enquiries. No explanation, interpretation, or clarification of the Tender Documents by any other person whatsoever shall bind the Regional District in the interpretation of the Tender Documents.

3.2 Any requests for explanations, interpretations or clarifications made by Tenderers should be submitted in writing to the Regional District at least seven (7) calendar Days before Tender Closing to allow enough time for a response.

3.3 If the Regional District, in the Regional District's sole discretion, determines that a clarification, addition, deletion or revision of the Tender Documents is required then the Regional District will issue a written addendum. Notice of the issuance of a written addendum, and the issued written addendum, will be posted on the Regional District of Nanaimo website www.rdn.bc.ca/current-bid-opportunities and the BC Bid website www.bcbid.gov.bc.ca. It is the sole responsibility of all prospective Tenderers to check for any addenda prior to submitting their Tender.

3.4 All Addenda issued by the Regional District shall be incorporated into and become part of the Tender Documents.

3.5 If a Tenderer finds any errors, omissions, or discrepancies in the Tender Documents, it shall immediately notify the Regional District in writing.

3.6 No oral explanation, interpretation, or clarification of the Tender Documents by any person whatsoever shall bind the Regional District in the interpretation of the Tender Documents.

PART 4 INSPECTION OF SITE

4.1 It is the responsibility of the Tenderer to examine the Work Site before submitting a Tender. It is the Tenderer's responsibility to be familiar with and allow for all site conditions which might affect the Work and the Tender. The Regional District will not grant, and the Tenderer will not be entitled to any additional payments or extensions of time due to site conditions which were or would have been reasonably foreseeable upon a proper inspection of the Work Site by the Tenderer.

4.2 The submission of a Tender by the Tenderer shall be deemed to be an acknowledgement that the Tenderer has relied and is relying on its own examination of the Work Site, and all other matters related to the completion of Work.

4.3 The Tenderer shall comply with all applicable regulations of the Workers' Compensation Board of British Columbia while attending the Work Site.

4.4 An optional pretender meeting will be held at the Site on December 19, 2023 at 9:00:00 a.m. local time. All attendees must bring appropriate PPE including a hard hat, steel toe boots, and hi-vis vest. All attendees should confirm their attendance by email to Shane MacLeod at SMacleod@rdn.bc.ca no later than end of day on December 18, 2023.

PART 5 COMPLETION OF TENDER DOCUMENTS

5.1 The Tenderer should complete the Tender Form in ink or in type.

5.2 All prices are to be in Canadian currency. Prices shall include all necessary costs including but not limited to supply, fabrication and finishing, conveyance and delivery to the Work Site, packing, crating, freight, cartage, shipping charges, unloading, installation, overhead, profit and all tariffs, duties, and taxes (excluding GST) unless otherwise indicated, including British Columbia Provincial Sales Tax. The applicable Federal Goods and Services Tax shall be shown as a separate item in the Tender Price.

PART 6 BID SECURITY

6.1 The Tenderer shall submit, with its Tender, a deposit in the form of **a verifiable digital bid bond** (the "Bid Bond") in favour of the Regional District of Nanaimo signed and sealed by the Tenderer and the Tenderer's Surety. The form of Bid Bond shall be in the form acceptable to the Regional District. The Bid Bond shall equal ten percent (10%) of the Tender Price. A **verifiable digital Consent of Surety** shall also be submitted with the Tender. https://suretycanada.com/SAC/Surety-Bonds/E-Bonding.aspx

6.2 The Regional District will retain the Bid Bond of the successful Tenderer until:

(1) the successful Tenderer has executed the Agreement;

(2) the successful Tenderer has provided all bonding and documentation in accordance with Section 00100, Clauses 15.2 and 15.3.

6.3 All bonds and documentation required by Section 00100, Part 6 shall be issued by a company licensed to transact business in the Province of British Columbia. **All required bonds and documentation should be verifiable and in a digital format as defined by the Surety Association of Canada. https://suretycanada.com/SAC/Surety-Bonds/E-Bonding.aspx. Scanned photocopies and facsimiles, including those under seal, may result in the rejection of the Tender.**

PART 7 BID RIGGING

7.1 The Tenderer's attention is directed to the Competition Act which provides that bid-rigging as defined in the Act is an indictable offence punishable upon conviction by a fine or imprisonment or both.

7.2 The Tenderer shall not engage in collusion of any sort and shall ensure that no person or other legal entity, other than the bidder has an interest in the bidder's tender and prepare the tender without any knowledge of, comparison of figures with, or arrangement with any other person or firm preparing a Tender for the same work.

PART 8 SOLICITATION

8.1 The Tenderer may not make any representations or solicitations to any director, officer, or employee of the Regional District with respect to the Tender either before or after submission of the Tender except as provided herein. If any director, officer, employee, agent sub-contractor, supplier or other representative of the Tenderer communicates with any director, officer or employee of the Regional District or any consultant engaged by the Regional District in connection with this Invitation to Tender about this Invitation to Tender, other than the person named under Part 3 – Pre-Tender Enquiries and Addenda, the Regional District shall have the unfettered right, regardless of the nature of the communication, to reject the Tender submitted by the Tenderer.

PART 9 CONDITIONS OF TENDER

9.1 Tenders which contain qualifying conditions or otherwise fail to conform to the requirements of the Tender Documents may be disqualified or rejected. The Regional District may, however, in its sole discretion, reject or retain for its consideration Tenders which are non-conforming because they do not contain the content or form required by the Tender Documents or for failure to comply with the process for submission set out in this Section 00100.

PART 10 SUBMISSION OF TENDER

10.1 Tenders should be submitted **via email** in PDF format with "23-007 Landfill Gas Control Plant and Flare Upgrade" as the subject line to Shane McLeod at SMacLeod@rdn.bc.ca bearing the name of the firm bidding on or before on or before **3:00 p.m. local time on January 26, 2024** (the "Tender Closing").

10.2 All Tenders shall be signed by authorized officers in the case of the Corporate Firm and in the case of an individual partnership or non-incorporated organization, shall be signed and witnessed.

10.3 It is solely the responsibility of the Tenderer to ensure that it has obtained, prior to the Tender Closing, all Addenda issued by the Regional District.

10.4 The Regional District may not accept an amendment to a previously submitted Tender unless:

(1) it is in writing;

(2) it is electronically received via email prior to the Tender Closing with the email entitled: "23-007 Landfill Gas Control Plant and Flare Upgrade".

(3) it indicates a change to a Tender already submitted; and

(4) it is signed by the person or persons who signed the original Tender.

10.5 Tenderers shall be solely responsible for the completion and delivery of Tenders and any amendments in the manner and time specified by Section 00100, Part 10. No extension of the Tender Closing will be given to accommodate Tenderers or amendments to Tenders that do not comply with the requirements of Section 00100, Part 10.

PART 11 VARIATION TO TENDER DOCUMENT

11.1 If the Tenderer wishes to propose any variations to the specifications and/or terms and conditions, it should submit the proposed variations to the contact person for enquiries as identified in Section 00100, Clause 3.1 at least seven (7) calendar Days before the Tender Closing, otherwise the variations may not be considered by the Regional District. The acceptability of any such variations will be at the Regional District's sole and unfettered discretion.

11.2 Requested variations should be submitted in sufficient detail to facilitate evaluation by the Regional District.

11.3 Approved variations will be incorporated in the specifications and/or terms and conditions by the issuance of Addenda posted on the RDN website and BC Bid website.

11.4 Unless otherwise expressly stated in the Tender, the Tenderer agrees to accept without reservation or amendment, the whole of the specifications and Tender Documents.

11.5 Variations to the specifications not submitted in accordance with 11.1 above will only be considered if they are: (a) submitted by the otherwise wholly compliant and lowest bidder; (b) in sufficient detail and in the same format as the original specification, including cost implications, to facilitate evaluation by the Regional District; and (c) acceptable to the Regional District. Variations to the specifications not submitted in accordance with 11.1 and not in accordance with (a), (b) and (c) above will not be considered.

11.6 If the Regional District stipulates a completion date herein, and the Tenderer is unable to commit to this date, the Tenderer may submit a Tender stating the Tenderer's best

possible completion date (Section 00200 Schedule 3 - Tenderer's Proposed Construction Schedule). The acceptability of such completion date will be at the Regional District's sole and unfettered discretion and may be justification for rejecting the Tender.

PART 12 IRREVOCABILITY OF OFFER

12.1 The Tender submitted by the Tenderer shall be irrevocable and remain open for acceptance by the Regional District for a period of 60 Days from the Tender Closing, whether another Tender has been accepted or not. If at any time after 60 Days from the Tender Closing, the Tenderer has not revoked its Tender in writing, the Regional District may accept the Tender.

12.2 If a Tenderer, for any reason whatsoever, purports to revoke its Tender within 60 Days from the Tender Closing, or if for any reason whatsoever a successful Tenderer does not execute and deliver the Agreement in accordance with Section 00100, Clause 15.1, the Regional District, without limiting any other remedy it may have under the Tender Documents or otherwise, shall be entitled to:

(1) exercise its rights under any Bid Bond and retain the amount payable to the Regional District under the Bid Bond as liquidated damages; or

(2) require the Tenderer to pay to the Regional District an amount equal to the difference between the Tender price of its Tender and any other Tender which is accepted by the Regional District, if such other Tender is for a greater price, plus the total of all costs, expenses, and damages, including legal fees on a solicitor and own client basis, incurred by the Regional District because of or related to such revocation or failure by the Tenderer.

PART 13 TENDER OPENING

13.1 **Tenders will not be opened in public.** The Regional District of Nanaimo will endeavour to make available the unevaluated results of the Tender to Bidders by 10:00 a.m. the business day following the Tender Closing. The Regional District of Nanaimo wishes to thank all Tenderers for their effort in responding to this bidding opportunity.

PART 14 ACCEPTANCE AND REJECTION OF TENDERS

14.1 Notwithstanding any other provision in the Tender Documents, any practice or custom in the construction industry, or the procedures and guidelines recommended for use on publicly funded construction projects, the Regional District, in its sole discretion, shall have the unfettered right to:

(1) accept any Tender;

(2) reject any Tender;

(3) reject all Tenders;

(4) accept a Tender which is not the lowest Tender;

(5) reject a Tender even if it is the only Tender received by the Regional District;

(6) accept all or any part of a Tender; and

(7) award all or a portion of the Work to any Tenderer.

14.2 If a Tender contains a defect or fails in some way to comply with the requirements of the Tender Documents, which in the sole and unfettered discretion of the Regional District is not material, the Regional District may waive the defect and accept the Tender. The Regional District retains the right to correct any mathematical extension errors.

14.3 Awards shall be made on Tenders that will, in the opinion of the Regional District, give the greatest value based on quality, service and price. In determining what constitutes greatest value, the Regional District may consider its previous experience with the Tenderer. Without limiting the generality of the foregoing, the Regional District may consider: the quality of work; the timeliness of completion; the number, scope, and reasonableness of requested change orders; public impact; compliance with applicable health, safety, labour, and environmental laws; environmental and social practices; and the number and reasonableness of any claims. The Regional District's previous experience with the Tenderer regarding its competence and cooperation may also be taken into consideration in determining greatest value. The Regional District reserves the right to rely upon its records, references, and recollections in this regard. The Regional District may also obtain references other than those provided by the Tenderer and may use these references in determining greatest value.

14.4 The Regional District, in its sole discretion, reserves the right to reject the Tender in the event the Regional District determines, acting reasonably on the information available to it, that the Tenderer is in material non-compliance with, or has been convicted of a material offence or violation of, health, safety, labour or environmental laws. The Regional District's judgment in this regard will be final.

14.5 The Regional District will notify the successful Tenderer in writing that its Tender has been accepted (the "Notice of Intent to Award").

14.6 No information about an award of a contract will be given out between the time of opening and the time an award has been made.

PART 15 SUCCESSFUL TENDERER REQUIREMENTS:

15.1 The successful Tenderer should execute and deliver the Agreement to the Regional District within ten (10) business days after it has received the Agreement from the Regional District such time limit being extended only with the written approval of the Owner.

15.2 The successful Tenderer should submit to the Regional District of Nanaimo the following original documentation (facsimile or photocopy copies not acceptable) within seven (7) business days of the notification of the successful Tender under Section 00100, Clause 14.5:

(1) Original Performance Bond and Labour and Material Payment Bond (the "Bonds") each of which shall equal fifty percent (50%) of the total Contract Price, issued by a Surety licensed to transact the business of suretyship in the Province of British Columbia, in favour of the Regional District, signed and sealed by the successful Tenderer and the Tenderer's Surety. The form of Performance Bond and Labour and Material Payment Bond shall be in a form acceptable to the Regional District. The Performance Bond shall encompass the Warranty and Guarantee period and shall, in any event, be in effect for no less than two (2) years from the date of issuance of the Notice of Acceptance.

(2) A certificate of General Liability insurance pursuant to "CCDC 41-2020 Insurance Requirements" with the Regional District of Nanaimo named as additionally insured.

(3) A Workers' Compensation Board Clearance Letter of Clearance indicating good standing and remittance up to date.

15.3 The successful Tenderer shall not commence the Work until it has received a Notice to Proceed issued by the Regional District.

PART 16 AWARD OF CONTRACT

16.1 All contracts require the approval of the appropriate Regional District authority prior to award. Where a contract requires the approval of the Regional District's Board prior to award, the total price of any Tender and the reason for selecting the successful Tenderer may be released at a regular meeting of the Regional District's Board or a Committee of the Board.

16.2 Notwithstanding Clause 18.1(4) below, the Regional District reserves the right to release to the public the total price of any Tender, regardless of whether it was identified by the Tenderer as confidential. By submitting a Tender, each Tenderer consents to the release of the total price and, where applicable, information disclosable under the Act that is relevant to the selection of the successful Tenderer, to provide transparency in relation to expenditures of this type.

PART 17 FORM OF CONTRACT

17.1 The successful contractor will be expected to enter a CCDC4-2011 Unit Price Contract as amended herein in the "Supplementary General Conditions" section 00500.

PART 18 CONFIDENTIALITY AND SECURITY

18.1 The following conditions apply:

(1) The Tender Documents, or any portion thereof, may not be used for any purpose other than submission of Tenders; and

(2) The successful Tenderer must agree not to divulge or release any information that has been given to it or acquired by it on a confidential basis while carrying out the Work or performing its services.

(3) It is the Regional District's policy to maintain confidentiality with respect to all confidential information related to the Tender, but the Tenderer acknowledges and agrees that the Tender becomes the property of the Regional District and any confidential information disclosed by it to the Regional District may be subject to a request for public disclosure under *the Freedom of Information and Protection of Privacy Act, R.S.B.C. 1996, c.165*, as amended from time to time (in this Clause and Clause 17.2, the "Act").

(4) The Tenderer acknowledges that the Act provides an exemption from disclosure for information as specified in Section 21 of the Act. Accordingly, if any information supplied to the Regional District fits within Section 21 of the Act, the Tenderer must specifically advise the Regional District and request the Regional District not to disclose that information, however confidentiality cannot be guaranteed.

PART 19 DISCLAIMERS/LIMITATIONS OF LIABILITY

19.1 Neither acceptance of a Tender nor execution of an Agreement shall constitute approval of any activity or development contemplated in any Tender that requires any approval, permit, or license pursuant to any federal, provincial, regional district or municipal statute, regulation, or bylaw. It is the responsibility of the Contractor to obtain such prior commencement of the Work.

19.2 The Regional District, its directors, officers, servants, employees, agents, and consultants expressly disclaim all liability for representations, warranties, express or implied or contained in, or for omissions from this Tender or any written or oral information transmitted or made available at any time to a Tenderer by or on behalf of the Regional District. Nothing in this Tender is intended to relieve a Tenderer from forming its own opinions and conclusions in respect of this Tender.

19.3 Except as expressly and specifically permitted in these Instructions to Tenderers, no Tenderer shall have any claim for any compensation of any kind whatsoever, because of participating in this Invitation to Tender, and by submitting a Tender each Tenderer shall be deemed to have agreed that it has no claim.

PART 20 SUSTAINABLE PURCHASING PRACTICE

20.1 It is the Regional District's policy to ensure that procurement decisions for the supply of goods, services and construction consider economic considerations, as well as the Tenderer's environmental and social practices. The Regional District expects that each Tenderer has and will comply with internationally recognized labour conventions and recommendations of the International Labour Organization (ILO), of which Canada is a member, and any applicable legislation pertaining to workplace safety, health, labour and employment, human rights, and the environment. In Canada this includes but is not limited to the latest editions of the following: *Corruption of Foreign Public Officials Act* (Canada), *Human Rights Code* (BC), *Employment Standards Act, Workers Compensation Act* (BC), *Canadian Environmental Protection Act, Fisheries Act* (Canada), *Transportation of Dangerous Goods Act* (BC), *Transportation of Dangerous Goods Act,* (Canada), *Environmental Management Act* (BC).

PART 21 PRIME CONTRACTOR

21.1 The successful Contractor shall be deemed to be the Prime Contractor within the meaning of Part 3, Division 3, Section 118(1) of the Workers Compensation Act. The successful Contractor must be qualified and willing to assume this responsibility.

PART 22 HOURS OF WORK

22.1 All work should be performed as allowed by the City of Nanaimo's Noise Control Bylaw 1994 No. 4750. The Contractor shall obtain the necessary permission and permits from the governing body to work outside of these hours if this is necessary.

PART 23 CONFLICT OF INTEREST

23.1 The Tenderer declares that it has no financial interest, directly or indirectly in the business of any third party that would be or be seen to be a conflict of interest in carrying out the services. It warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Bidder, has any financial or personal relationship or affiliation with any elected official or employee of the Regional District or their immediate families which might in any way be seen by the Regional District to create a conflict.

PART 24 LITIGATION CLAUSE

24.1 The RDN may, in its absolute discretion, reject a Tender, if the Tenderer, or any officer or director of the Tenderer 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 Bid Call.

In determining whether to reject a Tender under this clause, the RDN will consider whether the litigation is likely to affect the Tenderer's ability to work with the RDN, its consultants and representatives and whether the RDN's experience with the Tenderer 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 Tenderer.

PART 25 TENDER IRREGULARITIES

25.1 The Regional District may accept or waive a minor and inconsequential irregularity, or where practicable to do so, the Regional District may, as a condition of bid acceptance, request a Tenderer to correct a minor and inconsequential irregularity with no change in bid price. The determination of what is, or is not, a minor and inconsequential irregularity, the determination of whether to accept, waive, or require correction of an irregularity, and the final determination of the validity of a bid, shall be at the Regional District's sole discretion.

END OF SECTION