



## **REQUEST FOR PROPOSALS No. 21-046**

### **Biogas Process Engineering Support Services**

**ISSUED: April 28, 2021**

#### **CLOSING DATE AND TIME:**

Submissions should be received on or before:  
**3:00 PM (15:00 hrs) Local Time on May 11, 2021**

#### **Submissions and Questions are to be directed to:**

Duncan Taylor, Manager of Engineering Services, Regional and Community  
Utilities

Tel: 250-390-6583

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

Questions are requested at least three (3) business days before the closing date.

Proposals will not be opened in public



## **Instructions to Proponents**

### **Closing Date/Time/Method**

Submissions should be received at the closing location on or before 3:00 PM (15:00 hrs), Local Time, on May 11, 2021, by email: With "21-046 – Biogas Process Engineering Support Services" as the subject line at this electronic address:

[dtaylor@rdn.bc.ca](mailto:dtaylor@rdn.bc.ca)

Please note: Maximum email file size limit is 20MB or less.

Proposals received in any other manner will not be **accepted**.

### **Amendment to Proposals**

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

### **Addenda**

If the RDN determines that an amendment is required to this RFP, the RDN will post the Addendum on the RDN web page at <https://www.rdn.bc.ca/current-bid-opportunities>. Each Addendum will be incorporated into and become part of the RFP. No amendment of any kind to the RFP is effective unless it is contained in a written addendum issued by the RDN. It is the Proponent's sole responsibility to check and ensure all amendments are included before submitting their final Proposal submission.

### **Withdrawal of Proposals**

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

### **Unsuccessful Vendors**

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



## **1. INTRODUCTION**

The purpose of this Request for Proposal (RFP) is to solicit submissions from qualified firms to assign a suitably qualified individual to provide Biogas Process Engineering Support Services as the RDN's Owners Representative to support the operation, maintenance, and upgrade projects at the Regional District of Nanaimo.

The RDN generates biogas from the digestion wastewater sludge and utilizes this gas as fuel for heating water and generating electricity.

An Opportunity has been identified for part-time Biogas Process Engineering support to the RDN Engineering and Operations Teams in the operation; maintenance; optimization and regulatory compliance relating to the biogas system on an "as and when requested" basis.

## **2. SCOPE OF SERVICES**

The RDN is seeking a consultant who:

- Can provide part-time, as-and-when requested process engineering support for the operation; maintenance and upgrade projects of the biogas system in an operating process plant environment, including:
  - Liaising between RDN staff, crews, engineering consultants and contractors;
  - Process optimization in the transport; treatment and utilization of the biogas;
  - Support the development and maintenance and safe work procedures;
  - Review contractor work processes and procedures;
  - Provide support to the RDN for regulatory code compliance;
  - Review and approve all changes to the system and support the Management of Change Process;
  - Provide Owner's Engineering support to the RDN in review of upgrade project design and construction;
  - Utilize experience gained in the process industries to support RDN projects through Process Safety Analysis Facilitation
- Has experience in process engineering design; maintenance; operation and construction of process facilities generating; transporting and upgrading processing fuel gas for use as an energy source;
- Has an exemplary safety record of setting up projects with manageable risk;
- Is a Professional Engineer registered in the Province of British Columbia;
- Has a thorough understanding and working knowledge of regulatory codes; regulation and requirements relating to the design operation and maintenance of Biogas production and utilization facility;
- Can demonstrate brownfield project experience relating to gas process plant systems;
- Has experience with gas fueled co-generation systems;



- Can demonstrate experience in planning of project installation with respect to "shut down" and "on the run" work;
- Is available at short notice to visit the facilities to meet with operators and support with the identification of solutions;
- Be part of the team with a professional approach to providing advice and direction while keeping safety and the RDN's interests as top priorities.

### **3. NOT INCLUDED IN THE SCOPE OF SERVICES**

The following tasks are not included in the scope of services:

- Multidiscipline engineering design services;
- Direct supervision of RDN crews;
- Direct supervision of engineering consultants;
- Direct supervision of contractors;
- Contract development.

### **4. FEE FOR SERVICES**

The services are to be provided on a time and materials basis, and the RDN does not guarantee a minimum number of billable hours. Rates are to be firm for the three(3) year term.

- a. The hourly rate provided is to include:
  - Workspace – the contractor is to provide their own workspace. Workspace will not be provided on an ongoing basis at the RDN Administration offices, but a temporary workspace will be provided at the worksites when working on site.
  - Administration service costs and expenses such as invoicing; operating expense fees; software licensing; general office supplies; computers; printers; insurance costs; professional association dues.
  - Travel time to and from site, except for the allowable travel disbursement.
- b. Billable time is to be billed in increments of 30 minutes.
- c. Disbursements for meals will only be paid when tasks require work outside of regular work hours.
- d. Travel disbursements to/from the primary work location to the RDN sites will be reimbursed at \$0.59/km for the term.

### **5. CONTRACT TERM**

The contract term will be for three (3) years from date of a fully executed contract. The estimated upset value of the contract is \$100,000 for the term.

### **6. INSURANCE**

The Proponent is responsible for maintaining the following insurance throughout the term:



- Comprehensive General Liability Insurance in an amount not less than two million dollars (\$2,000,000.00) inclusive per occurrence against bodily injury and property damage. The Regional District is to be added as an additional insured under this policy, is to be endorsed to provide the Regional District with 30 days advance written notice of cancellation or material change and include a cross liability clause.
- Professional liability (errors and omissions) insurance coverage shall be maintained to a limit of not less than \$250,000 per claim, \$1,000,000 aggregate.
- Automobile third party liability insurance in an amount not less than \$5,000,000 inclusive per occurrence for bodily injury, death, and damage to property, covering all vehicles owned or leased by the Contractor.

## **7. PROPOSAL SUBMISSION AND EVALUATION**

To assist in receiving similar and relevant information and to ensure your proposal receives fair evaluation, the RDN asks that proponents provide the following information.

- Professional resume;
- Charge out rate;
- Statement of availability including % currently committed;

Proposals will be evaluated on the following basis 60% Technical, 40% Financial.

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

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

The selection committee may proceed with an award recommendation, or the RDN may proceed to negotiate with the highest evaluated Proponent with the intent of developing an agreement. If the parties after having bargained in good faith are unable to conclude a formal agreement, the RDN and the Proponent will be released without penalty or further obligations other than any surviving obligations regarding confidentiality and the RDN may, at its discretion, contact the Proponent of the next best rated Proposal and attempt to conclude a formal agreement with it, and so on until a contract is concluded or the proposal process is cancelled.

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



## **8. GENERAL CONDITIONS**

### **8.1 No Contract**

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

### **8.2 Privilege Clause**

The lowest or any proposal may not necessarily be accepted.

### **8.3 Acceptance and Rejection of Submissions**

This RFP does not commit the RDN in any way to select a preferred Proponent or to proceed to negotiate a contract or to award any contract. The RDN reserves the right in its sole discretion cancel this RFP, up until award, for any reason whatsoever

The RDN may accept or waive a minor and inconsequential irregularity, or where applicable to do so, the RDN may, as a condition of acceptance of the Submission, request a Proponent to correct a minor or inconsequential irregularity with no change in the Submission.

### **8.4 Conflict of Interest**

Proponents shall disclose in their Proposals any actual or potential conflict of interest and existing business relationships it may have with the RDN, its elected officials, appointed officials or employees. The successful Proponent will not be permitted to bid on design assignments where the Proponent developed the project scope.

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

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

### **8.6 Litigation Clause**

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

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

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



#### ***8.7 No Claim for Compensation***

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

#### ***8.8 Ownership of Proposals***

All Proposals, including attachments and any documentation, submitted to the RDN in response to this RFP become the property of the RDN.

#### ***8.9 Freedom of Information***

All submissions will be held in confidence by the RDN. The RDN is bound by the Freedom of Information and Protection of Privacy Act (British Columbia) and all documents submitted to the RDN will be subject to provisions of this legislation. The successful vendor and value of the award is routinely released.



**REGIONAL DISTRICT OF NANAIMO**  
**CONSULTING SERVICES AGREEMENT**

THIS AGREEMENT made the <Day> day of <Month>, 20<XX>.

BETWEEN:

REGIONAL DISTRICT OF NANAIMO  
6300 Hammond Bay Road  
Nanaimo, BC  
V9T 6N2

(hereinafter called the "Regional District")

AND:

<VENDOR NAME>  
<Street Address>  
<City, Province>  
<Postal Code>

(hereinafter called the "Consultant")

**NOW THIS AGREEMENT WITNESSETH:**

THAT in consideration of the terms, conditions and covenants hereinafter set forth, the Regional District and the Consultant covenant and agree each with the other as follows:

**1. Appointment**

The Regional District retains the Consultant to provide the Services (herein called the "Services") described in Schedule 'B' which is attached hereto and forms part of this Agreement.

**2. Term**

The Consultant will provide the Services during the period (hereinafter called the "Term") commencing on <Enter Start Date> and ending on <Enter End Date>, unless sooner terminated as hereinafter provided.

**3. Payment**

The Regional District will pay to the Consultant, for the Services, the amount, in the manner and at the times set out in Schedule 'A' attached hereto. The Consultant agrees to accept the amount as full payment and reimbursement. No additional amounts may be charged by the Consultant.

**4. Independent Contractor**

The Consultant will be an independent contractor and not the servant, employee or agent of the Regional District. The Consultant is not, and must not claim to be the Regional District's agent for any purpose unless the Regional District gives the Consultant authorization in writing to act as the Regional District's



agent for specific purposes that are reasonably necessary to the Consultant's rendering of the Services pursuant to this Agreement.

## **5. Assignment and Sub-contracting**

Unless already approved by the Regional District, the Consultant will not, without the prior written consent of the Regional District, assign or subcontract this Agreement or any portion thereof.

## **6. Ownership of Documents and Confidentiality**

- 6.1 Title. The title, property rights, moral rights and ownership in and to all present and future materials and information produced or prepared by the Consultant pursuant to this Agreement shall vest in the Regional District without any payment by the Regional District therefor.
- 6.2 Patent and Copyright. The title, property rights, moral rights and ownership in and to all copyright in all present and future works including, but not limited to, the title, property rights and ownership in and to all patent rights in any invention developed during the course of or out of providing the Services shall vest in the Regional District without any payment by the Regional District therefor.
- 6.3 Further Assurances. The Consultant shall upon request by the Regional District, do all such things and execute and deliver to the Regional District all such documents and instruments as the Regional District shall reasonably require in order to vest title, property rights and ownership in the Regional District and the Consultant shall execute and deliver all such assignments, documents and instruments as may, in the Regional District's opinion, be necessary or desirable for the application or the issuance of any patents, designs or the registration of any copyright.

## **7. Conflict**

The Consultant shall not, during the term, perform a service for or provide advice to any person, firm or corporation where the performance of the service or the provision of the advice may or does, in the reasonable opinion of the Regional District, give rise to a conflict of interest between the obligations of the consultant to the Regional District under this Agreement, and the obligations of the Consultant to such other person, firm or corporation.

## **8. Indemnity**

The Consultant shall release, indemnify and save harmless the Regional District, its elected officials, officers, and employees of and from all claims, costs, losses, damages, actions, causes of action, expenses and costs arising from any error, omission or negligent act of the Consultant, or its officers, employees, agents or consultants, in the performance of the Services, or from the Consultant's breach of this Agreement.

## **9. Insurance**

Comprehensive General Liability Insurance in an amount not less than two million dollars (\$2,000,000.00) inclusive per occurrence against bodily injury and property damage. The Regional District is to be added as an additional insured under this policy, is to be endorsed to provide the Regional

District with 30 days advance written notice of cancellation or material change and include a cross liability clause.

Professional liability (errors and omissions) insurance coverage shall be maintained to a limit of not less than \$250,000 per claim, \$1,000,000 aggregate.

Automobile third party liability insurance in an amount not less than \$5,000,000 inclusive per occurrence for bodily injury, death, and damage to property, covering all vehicles owned or leased by the Contractor.

## **10. Termination**

Notwithstanding any other provision of this Agreement:

- a) If the Consultant fails to comply with any provision of this Agreement, then, and in addition to any other remedy or remedies available to the Regional District, the Regional District may, at its option, terminate this Agreement immediately by giving written notice of termination to the Consultant.
- b) Either Party may terminate this Agreement at any time upon giving the other Party thirty (30) days' notice of such termination.

If either such option is exercised, the Regional District will be under no further obligation to the Consultant except to pay the Consultant such amount as the Consultant may be entitled to receive, pursuant to Schedule 'A', for services provided and expenses incurred to the date the said notice is given or delivered to the Consultant. The Consultant will refund to the Regional District any payment already made to the Consultant not yet earned.

## **11. Prior Dealings**

All prior negotiations and agreements between the parties relating to the subject matter of this Agreement are superseded by this Agreement. There are no representations, warranties, understandings, or agreements other than those expressly set forth in the Agreement or subsequently agreed to in writing, which writing shall be executed by a duly authorized officer of the party to be bound thereby.

## **12. Waiver**

The failure of either party at any time to require the other party's performance of any obligation under this Agreement shall not affect the right to require performance of that obligation in the future. Any waiver by either party of any such breach or any such provision hereof shall not be construed as a waiver or modification of this provision itself, or a waiver or modification of any other right under this Agreement.

## **13. Counterparts**

This Agreement may be executed in counterparts with the same effect as if both parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.

#### **14. Dispute Resolution**

If the parties to this Agreement are unable to agree on the interpretation or application of any provision in the Agreement, or are unable to resolve any other issue relating to this Agreement, the parties agree to the following process in the order it is set out:

- a) the party initiating the process will send written notice to the other party (the “Dispute Notice”); and;
- b) the parties will promptly, diligently and in good faith, including the senior management of both parties, take all reasonable measures to negotiate an acceptable resolution to the disagreement or dispute.
- c) if the dispute is not resolved through collaborative negotiation within 30 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the Mediate BC Society and will be held in Nanaimo, BC.

#### **15. Freedom of Information**

The Consultant acknowledges and agrees that any Confidential Information disclosed by it to the RDN under this Agreement 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.

#### **16. Collection of Personal Information**

Unless the Agreement otherwise specifies or the Regional District otherwise directs in writing, the Consultant may only collect or create Personal Information that is necessary for the performance of the Consultant’s obligations, or the exercise of the Consultant’s rights, under the Agreement.

Unless the Agreement otherwise specifies or the Regional District otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.

Unless the Agreement otherwise specifies or the Regional District otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:

- a) the purpose for collecting it;
- b) the legal authority for collecting it; and
- c) the title, business address and business telephone number of the person designated by the Regional District to answer questions about the Contractor’s collection of personal information.

#### **17. Governing Law**

This Agreement is governed by and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

**18. Worksafe BC Coverage**

All employers with employees must be registered with WorkSafe BC and remittance up to date. Self-employed proprietors or partners in a partnership, must have Personal Optional Protection coverage.

**19. Miscellaneous**

All provisions of this Agreement in favour of the Regional District and all rights and remedies of the Regional District, either at law or equity, will survive the expiration or sooner termination of this Agreement.

**20. Confidentiality**

The Contractor shall not disclose any information, data, or confidential information of the Regional District to any person, other than representatives of the Regional District duly designated for that purpose in writing by the Regional District and shall not use for its own purposes or for any purpose other than for the purpose of providing the Services any such information, data, or confidential information it may acquire because of its engagement under this Agreement.

**21. Delay in Performance**

Neither the RDN nor the Contractor shall be deemed to be in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to abnormal weather conditions, flood, earthquake, fire, epidemic, pandemic, war, riot and other civil disturbance, strike, lockout, work slowdown and other labour disturbances, sabotage, judicial restraint and inability to procure permits, licenses or authorizations from any local, provincial or federal agency for any of the supplies, materials, accesses or services required to be provided by either the RDN or the Contractor under this Agreement. If any such circumstances occur, the non-performing party shall, as soon as possible after being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

## **SIGNATORIES**

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

**For the Regional District of Nanaimo:**

\_\_\_\_\_)  
)  
)  
<Name>, <Title>

**For the Consultant, <Company Name or Consultant's Name>:**

\_\_\_\_\_)  
)  
)  
<Name>, <Title>

## **SCHEDULE 'A'**

### **FEES & EXPENSES**

Total compensation to be paid to the Consultant by the Regional District of Nanaimo shall not exceed a maximum of **\$100,000 (excluding GST)** in Canadian Dollars.

The services are to be provided on a time and materials basis, and the RDN does not guarantee a minimum number of billable hours.

The hourly rate of \$XXX includes:

- Workspace – the contractor is to provide their own workspace. Workspace will not be provided on an ongoing basis at the RDN Administration offices, but a temporary workspace will be provided at the worksites when working on site.
- Administration service costs and expenses such as invoicing; operating expense fees; software licensing; general office supplies; mobile phone, computers; printers; insurance costs; professional association dues.

Partial hours are to be billed at increments of 30 minutes.

Disbursements for meals will be paid at cost when tasks require work outside of regular work hours subject to prior RDN approval and detailed receipts submitted.

Travel disbursements to and from the primary work location to the RDN sites will be reimbursed at \$0.59/km.

This compensation includes all fees and expenses excluding GST. The Regional District shall be billed only for actual hours worked and actual expenses incurred.

Payment by the Regional District to the Consultant will be upon receipt of a detailed monthly invoice outlining the services performed and allowable disbursements for completed services and will be paid on a net 30 days basis from date of receipt.

## **SCHEDULE 'B' SCOPE OF WORK**

On a part-time, as-and-when requested basis, provide process engineering support for the operation; maintenance and upgrade projects of the biogas system in an operating process plant environment, including:

- Liaising between RDN staff, crews, engineering consultants and contractors;
- Process optimization in the transport; treatment and utilization of the biogas;
- Support the development and maintenance and safe work procedures;
- Review contractor work processes and procedures;
- Provide support to the RDN for regulatory code compliance;
- Review and approve all changes to the system and support the Management of Change Process;
- Provide Owner's Engineering support to the RDN in review of upgrade project design and construction;
- Utilize experience gained in the process industries to support RDN projects through Process Safety Analysis Facilitation
- Travel to/from the associated job site(s) within the RDN.

The following tasks are not included in the scope of services:

- Multidiscipline engineering design services;
- Direct supervision of RDN crews;
- Direct supervision of engineering consultants;
- Direct supervision of contractors;
- Quality control testing;
- Contract development.