



REQUEST FOR TENDERS No. 22-003

Chase River Pump Station Upgrades

ISSUED: January 24, 2022

CLOSING DATE AND TIME:

Tenders must be received on or before:
3:00pm (15:00 hrs) Pacific Time on March 3, 2022

Regional District of Nanaimo Agent for Questions:

Scot Merriam, SRM Projects Ltd.

250-758-5352

smerriam@srmprojects.ca

***Questions shall be received no less than five (5) business days before the closing date.
Responses shall be posted by RDN before closing.***

Mandatory Proponent's Site Information Meeting:

10:30am February 8, 2022

Chase River Pump Station
1174 Island Highway South
Nanaimo, BC

RSVP requested. Site visit attendees are required to wear steel-toed footwear, high visibility vest and a face mask.



Instructions to Bidders

ARTICLE 1. Closing Date/Time/Location and Submission Requirements

Bidders must submit their TENDER on or before 3:00pm (15:00 hrs), Pacific Time, Thursday March 3, 2022.

Submission Requirements:

Bidders must, at minimum, submit:

1. a completed Tender Form;
2. a draft Work schedule;

along with any supporting information to facilitate Regional District of Nanaimo (RDN) tender evaluation, with reference to Article 11 “Award” below.

Tenders will be accepted by Email only: In PDF format with “22-003 CRPS Upgrades – Contractor Name” as the subject line to this electronic address: smerriam@srmprojects.ca

The RDN will not be held responsible for any technological delays.

Tenders received by any other manner will not be accepted. Tenders will not be opened in public.

ARTICLE 2. Scope of Work

Tenders are invited from qualified and experienced firms to renew wastewater submersible pump supports, piping and related structural steel in and about the pump station wet well, as well as renew and upgrade the existing electrical, instrumentation and control systems at the Chase River Pump Station at 1174 Island Highway South, Nanaimo, BC (the delivery point), all as more fully described in the Tender Documents.

The shutdown Work must take place between June 28, 2022 and July 17, 2022 when the wastewater flows are normally low (refer to preliminary schedule overview attached). Within this allowance, bidders may choose the number of work shifts per day and hours per shift to suit their own envisioned construction workflow, with due consideration to the City of Nanaimo’s noise bylaw. Reducing the amount of pump station shutdown time is desirable.

Due to limitations in the original pump station design, the successful bidder will be required to prepare and submit an application to WorkSafe BC for OH&S Regulation section 9.22 alternate isolation measures, as well as implement such approved measures, in coordination with RDN operations personnel. *Please refer to the EXAMPLE Chase River Pump Station application for WorkSafe BC 9.22 alternate isolation measures which presents documentation previously approved by WorkSafe BC and outlines known safety hazards of the work area.*



The Work will take place in an area requiring special attention to environmental protection. Refer to the RDN's Wastewater Services Environmental Management System Contractor-Supplier Package for detail. *A representative of the successful bidder will be required to undergo approximately 30 minutes of environmental training provided by the RDN.* The successful bidder is then required to train all site construction workers under their supervision.

NOTE: The successful bidder will be expected to provide their own crew facilities, including but not limited to lunch trailer and washroom, along with water and electrical services for same.

ARTICLE 3. Tender Documents

The Tender Documents referred to in this tender package include the following:

- (1) Request for Tenders, including Instructions and the Tenderer's "Tender Form";
- (2) RDN Standard Form Construction Contract Form of Agreement;
- (3) RDN Standard Form General Conditions of Contract;
- (4) Project schedule overview;
- (5) Description of Work;
- (6) Mechanical and structural drawings;
- (7) Mechanical and structural specifications;
- (8) Electrical and instrumentation work package (scope of work, specifications, drawings);
- (9) RDN Wastewater Services Environmental Management System Contractor-Supplier Package
- (10) EXAMPLE Chase River Pump Station application for WorkSafe BC 9.22 alternate isolation measures;
- (11) Chase River Pump Station wet well access photos

The Tenderer must carefully examine the Tender Documents. Should a Tenderer find discrepancies in, or omissions from the Tender Documents, or should they be in doubt as to their meaning, they should, prior to submitting their tender, notify the RDN contact person in writing. The Tenderer may not claim, after the submission of a tender, that there was any misunderstanding with respect to the conditions imposed by the documents.

No verbal agreement or conversation made or had at any time with any officer, agency or employee of the RDN shall affect or modify any of the terms or obligations herein stated or deemed to be any representation of warranty.

ARTICLE 4. Addenda

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

ARTICLE 5. Tender Price

All pricing is to be in Canadian Dollars and is to include all transportation costs to the delivery point. Prices shall be filled in where indicated on the Tender Form. In the event of a price extension discrepancy when calculating the total contract value, the RDN reserves the right to correct the totals.

ARTICLE 6. Federal and Provincial Sales Taxes

Where indicated, GST shall be shown separately on the Tender Form based on the total contract value.

ARTICLE 7. Tender Signing

The TENDER must be executed by an authorized signatory in a position to legally bind their Company to the information contained in the Tender Form.

ARTICLE 8. Revisions to Tenders

Any revision to the tender by the Tenderer must be in writing properly executed and received on or before the posted closing date and time as per the submission instructions outlined in Article 1.

ARTICLE 9. Tender Withdrawal

A Tenderer may, without prejudice to themselves, withdraw their TENDER on written request received on or before the posted closing date and time as per the submission instructions outlined in Article 1.

ARTICLE 10. Tender Rejection

- .1 The RDN reserves the right to reject any or all tenders or accept other than the lowest tender and to accept the tender which it deems most advantageous.
- .2 The RDN may reject a tender if:
 - a) After investigation and consideration, the RDN concludes that the Tenderer is not qualified to do the work and/or cannot do the work and perform the Contract in a manner satisfactory to the RDN.
 - b) A tender contains qualifying conditions or otherwise fails to conform to these Instructions to Tenderers.
 - c) A tender is incomplete, is considered incomplete in the Instructions to Tenderers, is obscure or irregular, which has erasures or corrections in the Tender Form or in which prices are omitted.
 - d) The RDN may, in its absolute discretion, reject a Tender submitted by Tenderer if the Tenderer, or any officer or director of the Tenderer is or has been engaged either directly or indirectly through another corporation in a legal action against the RDN, its elected or appointed officers and employees in relation to:
 - any other contract for works or services; or
 - any matter arising from the RDN's exercise of its powers, duties, or functions under the Local Government Act or another enactment within five years of the date of this Call for Tenders.

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.

- .3 The RDN may reject all tenders if for any reason the RDN considers to be in its best interest to do so, including without limitation for any of the following reasons;
- a) the lowest tender that the RDN considers otherwise acceptable is higher than the funds budgeted or otherwise available for the project;
 - b) the RDN decides not to proceed with the project or to defer the project;
 - c) if only one bid is received, then the tender may be reissued unless a financial analysis indicates that the sole bid represents a good value for the taxpayers ; or
 - d) the RDN is delayed in obtaining, or is unable to obtain, all approvals or consents it considers necessary, whether required by law or otherwise.
- .4 The RDN reserves the right to consider and to reject any tender or all tenders without notice to a Tenderer or Tenderers and without permitting a Tenderer to provide additional information.
- .5 In no event will the RDN be responsible for a Tenderer's costs of preparing or submitting a tender.

ARTICLE 11. Award

An award shall be made on the tender that will give the greatest value to the RDN based on price, quality, warranty, and schedule/completion time. The RDN shall be free to assess these criteria based solely on the information provided with tenders. The lowest, or any tender may not necessarily be accepted. The RDN will, following receipt of an acceptable tender, issue in writing a Notice of Intent to Award to the successful Tenderer. Notice of Intent to Award is anticipated to be made within 14 days of tender closing.

ARTICLE 12. No Claim for Compensation

Except as expressly and specifically permitted in these Instructions to Tenderers, no Tenderer shall have any claim for any compensation of any kind whatsoever, as a result of participating in the tender, and by submitting a bid each Tenderer shall be deemed to have agreed that it has no claim.

ARTICLE 13. Solicitation of Board Members

"If a member of the Board, or a person who was a member of the Board in the previous six months has a direct or indirect interest in the contract, then the Tenderer shall report this to the RDN in accordance with Section 107 of the *Community Charter* upon being notified of the award of the contract.

The Tenderer warrants and represents that it has not received any information or a record from any Board member or former Board member contrary to Section 108 of the *Community Charter*." The successful Tenderer will be required to direct all communications related to their contract through the staff members responsible for the project.

ARTICLE 14. Freedom of Information and Protection of Privacy Act

All documents submitted to the RDN will be held in confidence by the RDN, subject to the provisions of the Province of British Columbia's *Freedom of Information and Protection of Privacy Act*. All tenders become the property of the RDN. The successful vendor and value of the award is routinely released.



ARTICLE 15. Conflict Of Interest

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 Tenderer, has any financial or personal relationship or affiliation with any elected official or employee of the RDN or their immediate families which might in any way be seen to create a conflict.

ARTICLE 16. Collusion

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

ARTICLE 17. Bonding

A Bid Bond is not required for this project. Upon Notice of Intent to Award, the successful Tenderer is required to provide a *Performance Bond* and a *Labour and Material Payment Bond*, **each** in the amount of 50% of the total stipulated contract price. All bonds must be original documents and must be issued by a surety company licensed to conduct business in the Province of British Columbia.



TENDER FORM
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Date: _____

Company Name: _____

Address: _____

Telephone: _____ Email: _____

To: Regional District of Nanaimo
 C/O Scot Merriam, SRM Projects Ltd.
 smerriam@srmprojects.ca

Having examined the Tender Documents, including any addenda, having viewed the work site, and having reviewed and complied with the Instructions to Bidders, we hereby offer to supply the Goods set forth in the aforesaid documents for the Stipulated Contract Price. Prices include the Tenderer's labour, supervision, material, equipment, material costs, transportation costs, overhead and profit and shall represent the cost to the Regional District of Nanaimo (RDN) of such charges excluding GST which shall be shown separately.

Lump Sum Total Price \$ _____

GST (5%) \$ _____

Total Stipulated Contract Price \$ _____

**UNIT RENTAL RATE FOR SUPPLYING/OPERATING/MAINTAINING BYPASS SYSTEM
BEYOND LUMP SUM WORK COMPLETION DATE (\$/day)**

PROPOSED SUBCONTRACTORS, IF ANY (list applicable work scope)



PROPOSED CONSTRUCTION START DATE

PROPOSED CONSTRUCTION END DATE

SHIFT LENGTH AND NUMBER OF SHIFTS PER DAY FOR EACH TRADE

TOTAL ESTIMATED CONSTRUCTION LABOUR AND SUPERVISION HOURS

DRAFT CONTRACTOR SCHEDULE (Gantt/Bar Chart)

Attach to Tender Form

ACCEPTANCE

- .1 The tender is open to acceptance for a period of sixty (60) calendar days from the date of bid closing.
- .2 We understand that the lowest or any Bid will not necessarily be accepted. The Owner may also elect not to proceed with the Project.
- .3 The RDN reserves the right to waive minor defects or irregularities in tenders.

Company: _____

Signature: _____
(Authorized Officer)

Printed: _____
(Authorized Officer)