



**Regional District of Nanaimo  
Request for Proposals  
Design-Build Services  
Scale and Scale House Replacement at the  
Nanaimo Regional Landfill**

**Issue date:**

June 5, 2017

**Closing location:**

Regional District of Nanaimo Landfill  
1105 Cedar Road  
Nanaimo BC V9X 1K9

**Closing:**

**2:00PM PST on June 26, 2017**

**Contact person:**

Maggie Warren  
Superintendent Scale & Transfer Service  
mwarren@rdn.bc.ca

**REGIONAL DISTRICT OF NANAIMO**

**Request for Proposals**

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**1 INSTRUCTIONS TO PROPONENTS**

**1.1 Invitation**

The Regional District of Nanaimo (RDN) invites design-build proposals from contractors (“the Proponents”) in strict accordance with these Proposal Documents. The Proposals will be evaluated for the selection of a design-builder with the intent to enter into a contract (“the Contract”) to provide the services described in Appendix “A” for the design, supply, and construction of the scales, scale house, temporary scale, and temporary scale house at the Nanaimo Regional Landfill (Site) located at 1105 Cedar Road, Nanaimo, British Columbia. The RDN has allocated a budget of \$400,000 (excluding GST) for the project, including design, construction and all other costs; however, the RDN will entertain all proposals that meet the requirements of this RFP.

A Contract will not necessarily result from this Request for Proposal (“RFP”).

**1.2 Closing Time and Date for Submission of Proposals**

The RDN requires three (3) copies of each Proposal plus one (1) electronic copy (CD, DVD or USB), in accordance with the instruction contained herein, at the following specific location:

**Attention:** Maggie Warren  
Superintendent Scale and Transfer Service  
Regional District of Nanaimo

**Address:** Regional District of Nanaimo Landfill  
1105 Cedar Road  
Nanaimo, BC V9X 1K9

**On or before the following date and time (the “Closing Time”):**

**Time:** 2PM (PST)

**Date:** June 26, 2017

The RDN reserves the right to extend the Closing Date at its sole discretion.

Proposals must not be sent by fax or electronically.

**1.3 Not a Tender**

This is a Request for Proposals and not a tender call.

**1.4 Proposal Documents**

Each proponent will return the Receipt Confirmation Form provided in Appendix “B” complete with the Proponent’s name, address, email address and telephone number to the RDN Representative by June 9, 2017. Submissions will be accepted in person at the Regional District of Nanaimo Landfill located at 1105 Cedar Road, Nanaimo, BC or by email.

Failure to return the attached Receipt Confirmation Form to the RDN Representative listed in section 1.5 by June 9, 2017 may result in no further communication regarding the RFP.

Please use and reference the project name on all correspondence.

Proponents are advised to read and respond appropriately to all sections of the RFP. Appendix "F" provides a summary of available information related to this project.

### **1.5 Inquiries**

All inquiries related to this RFP, including whether or not the Contract has been awarded, must be directed in writing to the person named below (the "RDN Representative").

**Name:** Maggie Warren, Superintendent Scale & Transfer Service  
**Address:** 1105 Cedar Road, Nanaimo, British Columbia  
**Email:** mwarren@rdn.bc.ca

Information obtained from any person or source other than the RDN Representative may not be relied upon. The RDN is not required to provide a response to any inquiry. The RDN at its discretion may change the person named as the RDN Representative.

Inquiries should be made no less than five working (5) days prior to Closing Time. The RDN reserves the right not to respond to inquiries made less than five working (5) days prior to Closing Time. Inquiries and responses will be recorded and will be distributed to all Proponents at the discretion of the RDN.

Proponents finding discrepancies or omissions in the Contract or RFP, or having doubts as to meaning or intent of any provision, should immediately notify the RDN Representative. If the RDN determines that an amendment is required to the RFP, the RDN Representative will issue a written addendum to the Proponents. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

### **1.6 Meeting**

There is no Site meeting scheduled for this RFP. Proponents who are interested can arrange a Site visit by contacting the RDN Representative by June 12, 2017. The Nanaimo Regional Landfill is located at 1105 Cedar Road, Nanaimo, British Columbia. Hours of operation are Monday to Sunday, 8:00 am to 5:00 pm.

### **1.7 Addenda**

If the RDN determines that an amendment is required to the RFP, the RDN will issue a written addendum to all Proponents of record that will be incorporated into and become a part of this RFP. Failure to address all addenda in a Proposal may render the Proposal invalid. This will be at the sole discretion of the RDN.

It is the sole responsibility of Proponents to ensure that they receive all addenda prior to the Closing Date.

### **1.8 Late Proposals**

Proposals received after the Closing Time will not be accepted or considered. Delays caused by any delivery, courier or mail service(s) will not be grounds for an extension of the Closing Time. Proposals received after the Closing Time will be returned unopened to the Proponent.

**1.9 Amendments to Proposals**

Proposals may be revised by written amendment, provided they are delivered to the location set out in section 1.2 or emailed to the RDN Representative before the Closing Time. An amendment must be signed by an authorized signatory of the Proponent in the same manner as provided by section 2.3.

**1.10 RDNs Right to Modify Terms and Negotiate**

The RDN at its sole discretion, reserves the right to modify the terms of the RFP at any time before the Closing Time. The RDN reserves the right following the Closing Time to negotiate with one or more Preferred Proponents any modifications or variation of the terms of the RFP, including any of the documents referred to in the definition of “Contract” herein or any modification or variation of the terms of any Proposal, including price, that the RDN considers to be in its best interests. For certainty and without limiting the foregoing, the RDN may, for the purpose of entering into a Contract with any Proponent, amend the description of the work included in this RFP so that it accurately reflects the services to be provided by the Proponent.

**1.11 Examination of Contract Documents and Site**

Each Proponent will be deemed to have carefully examined and understood the requirements and limitations of the RFP, including all attached Appendices, the Contract and the Site prior to preparing and submitting a Proposal, with respect to any and all facts which may influence the decision to prepare and submit a Proposal.

**2 PROPOSAL SUBMISSION FORM AND CONTENTS**

**2.1 Package**

Proposals must be in a sealed package and marked on the outside with the Proponent’s name and title of the Project.

**2.2 Form of Proposal**

Proponents must submit their Proposal in accordance with the instructions set out in Appendix “C” – Form of Proposal.

**2.3 Signature**

The Proposal must be signed by a person authorized to sign on behalf of the Proponent and include the following:

- a) If the Proponent is a corporation then the full legal name of the corporation should be included, together with the names of the authorized signatories. The Proposal should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Proposal on behalf of the corporation is submitted.
- b) If the Proponent is a partnership or joint venture then the legal name of the partnership or joint venture and the name of each partner or joint venturer should be included and each partner or joint venturer should sign personally (or, if one or more person(s) having signing authority for the partnership or joint venture should provide evidence to the satisfaction of the RDN that the person(s) signing have signing authority for the partnership or joint venture).

If a partner or joint venturer is a corporation then such corporation should sign as indicated in subsection (a) above.

- c) If the Proponent is an individual, including sole proprietorship, the name of the individual should be included.

## **2.4 Language**

All Proposals must be in English

## **2.5 Currency**

All prices are to be quoted in Canadian dollars.

# **3 EVALUATION AND SELECTION**

## **3.1 Regional District Discretion**

Without limiting any other provision of this RFP, the Regional District reserves the right, in its sole and unfettered discretion, to:

- a) reject any Proposal that fails to comply with any requirement of this RFP, whether that requirement is expressed as being a mandatory requirement or otherwise; and
- b) to waive any formality, informality or technicality in any Proposal, whether of a minor or inconsequential nature, or whether of a substantial or material nature, other than the Mandatory Requirements listed in section 3.3.

## **3.2 Evaluation Team**

The evaluation of Proposals will be undertaken by an evaluation team appointed by the RDN, that may consist of one or more RDN staff members and/or contractors (the "Evaluation Team"). The Evaluation Team may consult with others including other RDN staff members, third party consultants and references, as the Evaluation Team may in its discretion decide is required. All evaluators will be bound by the same standards of confidentiality.

## **3.3 Mandatory Requirements**

The following are the mandatory requirements:

- a) The Proposals and any amendments must be received at the Submission Location before the Closing Time.
- b) The Proponent shall provide proof with their Proposal, from their Surety or Insurance Company, of the ability to obtain a Letter of Credit or fidelity bonding.

## **3.4 Evaluation Criteria**

The RDN's intention is to enter into a contract with the Proponent whose Proposal is most advantageous to the RDN. The RDN reserves the right to accept any or none of the Proposals submitted and will evaluate proposals based on the best value offered to the RDN and not necessarily the lowest price.

The Evaluation Team will compare and evaluate each Proposal to determine the Proponent's strength and ability to provide the Services in order to determine the Proposal which is most advantageous to the RDN, using the following general criteria:

- a) Proposed design concept and amenities.
- b) Durability, sustainability, maintainability and warranty.
- c) Project schedule.
- d) Fee schedule and total cost of services (Lump Sum Price).
- e) Experience and capability of design-build team in similar assignments.

Specific criteria and their importance are outlined in the Evaluation Form attached as Appendix "D".

### **3.5 Proposal Deposit and Preferred Proponent Deposit**

No proposal deposit is required.

The RDN requires the Preferred Proponent to obtain fidelity bonding or deliver a Letter of Credit (the Preferred Proponent Security) equal to 10% of the Contract Price on or before the date and time specified by the RDN, such date not be earlier than 5 business days after the notification of appointment of the Preferred Proponent. A Letter of Credit is preferred over fidelity bonding by the RDN; however, either will be accepted. The Preferred Proponent's eligibility to remain the Preferred Proponent is conditional upon the Preferred Proponent delivering the Preferred Proponent Security Deposit to the RDN on the date and time specified by the RDN.

### **3.6 Litigation**

In addition to any other provision of this RFP, the RDN may, in its absolute discretion, reject a Proposal if the Proponent, or any officer or director of the Proponent submitting the Proposal, is or has been engaged directly or indirectly in a legal action against the RDN, its elected or appointed officers, representatives or employees in relation to any matter.

In determining whether or not to reject a Proposal under this section, the RDN will consider whether the litigation is likely to affect the Proponent's ability to work with the RDN, its contractors and representatives and whether the RDN's experience with the Proponent indicates that there is a risk the RDN will incur increased staff and legal costs in the administration of the Contract if it is awarded to the Proponent.

### **3.7 Additional Information**

The Evaluation Team may, at its discretion, request clarifications or additional information from any Proponent with respect to any Proposal. The Evaluation Team may consider such clarifications or additional information in evaluating a Proposal.

### **3.8 Interviews**

The Evaluation Team may, at its discretion, invite some or all of the Proponents to appear before the Evaluation Team to provide clarifications of their Proposals. In such event, the Evaluation Team will be entitled to consider the answers received in evaluating Proposals.



### **3.9 Negotiation of Contract and Award**

If the RDN selects a Preferred Proponent, then it may choose to enter into a Contract with the Preferred Proponent, or enter into discussions with the Preferred Proponent to attempt to negotiate the terms of the Contract (refer to Appendix “E”), and such discussions may include but are not limited to negotiating amendments to the Scope of Services and the Preferred Proponent’s price(s).

If at any time the RDN reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, the RDN may give the Preferred Proponent written notice to terminate discussions, in which event the RDN may then either open discussions and/or negotiations with another Proponent or Proponents, or terminate the RFP and retain or obtain the Services in some other manner.

Proponents will be notified in writing if a Contract has been awarded.

## **4 GENERAL CONDITIONS**

### **4.1 No RDN Obligation**

This RFP does not commit the RDN in any way to select a Preferred Proponent, or to proceed to discussions or negotiations for a Contract, or to award any contract, and the RDN reserves the complete right to at any time reject all Proposals, and to terminate this RFP process for any reason, The RDN has the right to cancel or reissue the RFP without any changes for any reason, including in the event that only one compliant Proposal is received, or if the pricing submitted in the Proposals exceeds the estimated budget for this project.

### **4.2 Proponents Expenses**

Proponents are solely responsible for their own expenses in preparing, submitting Proposals, and for any meetings, negotiations or discussions with the RDN or its representatives and contractors relating to or arising from this RFP.

### **4.3 No Contract**

By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind is formed under, or arises from, this RFP, prior to the signing of a formal written Contract.

### **4.4 Conflict of Interest**

A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the RDN, its elected or appointed officials or employees. The RDN may rely upon such disclosure.

In addition to any other provision of this RFP, including the evaluation criteria, RDN reserves the right in its absolute and unfettered discretion to reject any Proposal if the Proponent’s current or past corporate or other interests are, in the reasonable opinion of the RDN, deemed or perceived to be a conflict of interest in connection with this RFP or the activities or the mandate of the RDN.

**4.5 Solicitation of RDN Staff, Board Members, Contractors**

Proponents and their agents will not contact any member of the RDN Board, RDN staff or RDN contractors with respect to this RFP, other than the RDN Representative named in section 1.5, at any time prior to entering into a Contract or the cancellation of this RFP.

**4.6 Disclaimers/Limitations of Liability**

Neither acceptance of a Proposal nor execution of a Contract constitute approval of any activity or development contemplated in any Proposal that requires any approval, permit or license pursuant to any federal, provincial, regional or municipal statute, regulation or bylaw. It is the responsibility of the Proponent to obtain such approval, permit or license prior to commencement of the work under the anticipated Contract.

While the RDN has used considerable efforts to ensure an accurate representation of the information in this RFP, the RDN, its elected officials, appointed officers, employees, agents, contractors and volunteers expressly disclaim any and all liability for representations or warranties expressed, implied or contained in, or for omissions from this RFP package or any written or oral information transmitted or made available at any time to a Proponent by or on behalf of the RDN. Nothing in this RFP is intended to relieve a Proponent from forming its own opinions and conclusions in respect of this RFP. Each Proponent is responsible for informing themselves as to the contents and requirements of this RFP. Each proponent is solely responsible to ensure that they have obtained and considered all information necessary to understand the requirements of the RFP and to prepare and submit their Proposal, including any and all addenda.

Proponents acknowledge that the RDN, in the preparation of the RFP supply of oral or written information to Proponents, review of Proposals or the carrying out of the RDN's responsibilities under this RFP, does not owe a duty of care to the Proponents.

The RDN, its elected officials, appointed officers, employees, agents, contractors and volunteers will not be liable to any Proponent for any claims, whether for costs, expenses, losses, damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by a 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, with the exception of fraud on the RDN's part. By submitting a Proposal, each Proponent shall be deemed to have agreed that it has no right to make such claims.

**4.7 Confidentiality**

The RFP documents, or any portion thereof and any other confidential information to which a Proponent may have access as a result of this RFP process, may not be used by a Proponent for any purpose other than submission of Proposals.

By submitting a Proposal, every Proponent agrees not to divulge, release or otherwise use any information that has been given to it or acquired by it from the RDN on a confidential basis as a result of or during the course of the RFP process. Any use of the information provided in this RFP or any other confidential information for purposes other than those stated is in contravention of this RFP, and may result in the cancellation of this RFP or in the Proponent who uses the information in such a manner having their proposal rejected, in addition to any other legal remedies available to the RDN

**4.8 Ownership of Proposals and Freedom of Information**

Each Proposal submitted, as well as any other documents received from a Proponent, becomes the property of the RDN, and as such subject to the *Freedom of Information and Protection of Privacy Act* (“FOIPPA”). FOIPPA grants a general right of access to such records, but also includes grounds for refusing the disclosure of certain information.

Proponents are asked to specifically identify information contained in their Proposal that is submitted on a confidential basis. Regardless of this identification, the RDN will only refuse to disclose if doing so is permitted under FOIPPA . The RDN specifically reserves the right to distribute information about any Proposal internally to its own directors, officers and employees, to its consultants and contractors where the distribution of that information is considered by the RDN to be necessary to its internal consultation process.

**4.9 Time**

The timing for the submission and receipt of Proposals and any amendments thereto shall be determined by reference to the RDN local area network time, as determined by the RDN.

**4.10 Acceptance of Terms**

The submission of a Proposal constitutes the agreement of the Proponent that all the terms and conditions of this RFP are accepted by the Proponent and incorporated in its Proposal.

**APPENDIX “A” – SCOPE OF SERVICES****1. Introduction**

The Regional District of Nanaimo (RDN) owns and operates the Nanaimo Regional Landfill (Landfill) located at 1105 Cedar Road, approximately 5 kilometers south of downtown Nanaimo and 500 meters east of the Trans-Canada Highway. The RDN intends to proceed with a scale and scale house replacement. An existing conditions layout is provided in Appendix F.

The existing scale house foundation is 9 meters in length by 3 meters in width and is reported to be in good condition (Herold Engineering, 2017). It is noted that the existing scale house occupies an area of approximately 6 meters in length by 3 meters in width, allowing for an expansion of approximately 3 meters (9.84 feet) to the front (northwest) of the building. The existing scale house is serviced by water, sanitary connected to a septic tank, and electrical. The as-constructed drawings for the scale house, as well as the results of the foundation inspection carried out by Herold Engineering, are included in Appendix F.

The current inbound and outbound scales were installed in 1991. Each have concrete scale decks of 21.336 meters (70 feet) in length by 3.353 meters (11 feet) in width. The foundations for the scales are reported to be in good condition, with minor concrete repairs necessary (Herold Engineering, 2016). The concrete aprons for the inbound and outbound scales require replacing. The as-constructed drawings for the existing scales, as well as the results of the foundation inspection carried out by Herold Engineering, are included in Appendix F.

**2. Scope of Work****2.1 General**

The scope of work will include the following:

- Any necessary approvals or permits, as required.
- Removing from site and disposing of the existing scale house and scales;
- Designing and building a fully functional scale house;
- Performing repairs to the current foundations for the inbound and outbound scales;
- Replacing the concrete aprons for the inbound and outbound scales;
- Designing and building service conduits for traffic control lights and cameras;
- Supplying and installing an uninterrupted power supply (UPS) with 30 minute capacity and a manual generator capable of powering everything involved with the scale house and scales, less the HVAC system;
- Supplying and installing a temporary scale house and scale to be used during construction;
- Temporarily removing a portion of perimeter chain-link fence, stockpiling fence, and reinstallation of fence; and
- Supplying and installing new inbound and outbound scales and associated electronic controls.

The scope of work will include, but is not limited to, all costs and responsibilities for architectural, engineering, construction, commissioning, environmental protection, quality control, quality assurance and any required permitting (including occupancy permit) to complete the project. It is noted that traffic control for the on-going operation of the site during construction will be handled by the RDN.

The contractor shall be required to:

- Provide weekly progress reporting to the RDN from contract commencement.
- Submit design drawings at the 50% and 90% design completion allowing one (1) week for review and comment by the RDN for each submission.
- Facilitate a design review meeting with RDN staff one (1) week after each design submission.
- Prepare and submit applications for any and all permits required.
- Obtain and pay the applicable fees for all required building permits, planning permits and related inspections.
- Prepare and submit record drawings consisting of three (3) full size sets (ARCH D), two (2) half size sets (ANSI B), and an electronic copy.
- Prepare and submit a hard copy and electronic file of construction inspection records/daily inspection reports, approvals, permits, operation and maintenance manuals, and test results.

## **2.2 Design Criteria**

### **2.2.1 Scale House Requirements**

The scale house building design will meet or exceed the requirements of the BC Building Code and exceed any and all other applicable regulatory requirements. The cost of the scale house structure including exterior/surface finishes, heating, plumbing and electrical (exclusive of network/data/communication) shall be less than the threshold (\$150,000) for the requirement of a Development Permit.

Preference will be given to building designs that are in line with the recently constructed administration building at the Landfill. In evaluating proposals, favourable consideration will be given to respondents that demonstrate the use of wood or reusable materials as a cost-effective choice for the primary building material. C-cans could be acceptable provided that it can be shown that they meet CON DP guidelines and are signed off by both Engineers and Architects.

As outlined above, the existing foundation allows for the overall building dimensions for the scale house to increase by approximately 3 meters (9.84 feet) at the front of the building to meet all requirements outlined below.

The scale house building must include, at a minimum, the following:

- Handicap accessibility;
- Washroom;
- Storage room with ventilation, containing the electrical panel and server;
- A large window at the front of the building, and two service windows. All windows are to be tinted. The service windows are to be located at the same location as the existing service windows. The base of the service windows must be at a height of 92.71 centimeters (36.5 inches) above the interior floor. The service windows must be equipped with an electric window opener. The switch/button for the window control

must be placed in front of where the worker will be, either on the window sill or window frame (so that the worker will not need to turn and reach to activate the window switch). Additional windows to provide more natural light would be preferable;

- External security roll-down shutters;
- Two areas for workstations adjacent to the service windows. It is noted that the RDN will supply the workstations;
- A half or partial wall (as needed) equipped with electrical outlets to connect computer equipment, etc. from the workstations;
- Suitable task lighting. LED lighting is preferred, but alternatives will be considered;
- An HVAC system. A mini-split system is preferred, but alternatives will be considered;
- An upgraded electrical system with rough-ins for a security system, carbon dioxide monitor, a video camera, a UPS, and a generator. It is noted that the RDN will supply the security system, carbon dioxide monitor, and video camera;
- A UPS with 30 minute capacity and a manual generator capable of powering everything involved with the scale house and scales, less the HVAC system; critical equipment that must be supported includes, but is not limited to, two scale readers, a computer switch (Dell 2816, 2.0A at 100V, 180 BTU), two computers (Dell Optiplex 9020), the server, two camera monitors, a debit machine, a radio (for on-site communication), and lights; and
- The elevation of the floor must be 45.72 centimeters (18 inches) above the scale deck.

In addition to the above, the layout and design of the new scale house building should also include, if possible, the following:

- Awning over the door, to provide shelter from weather;
- Additional storage in the storage room, including storage shelves (for paper storage, cleaning supplies, etc.), hooks for coats and hard hats, and lockers or half lockers to accommodate 2 staff;
- Additional storage at the front of the scale house, below the window, including a counter, a cupboard to store a safe, 2 filing drawers, a vertical set of drawers and shelves; and
- An area for a coffee machine and a bar refrigerator, and additional shelving and storage. It is noted that the RDN will supply the coffee machine and refrigerator.

A conceptual layout for the proposed scale house building is provided in Appendix F.

### **2.2.2 Scale Requirements**

The successful proponent will be required to supply and install two new scales (one inbound and one outbound) and all associated electronic controls. Each of the new scales will be required to have approximate dimensions of 21.336 meters (70 feet) in length by 3.353 meters (11 feet) in width, and fit on the existing foundations or nominally modified foundations. The existing pedestals of the foundations will need refurbishment for proper installation of the new load cells, and the drainage system will be required to be inspected and upgraded, if required, at the time of installation. A budgetary allowance of \$5,000 (excluding GST) should be included for

these repairs. It is noted that the RDN will issue a change order should repairs be required in excess of this budgetary allowance.

The concrete aprons for the inbound and outbound scales will require replacement. The dimensions of the aprons are approximately 3 meters (9.84 feet) by 8 meters (26.25 feet) as illustrated on the existing conditions site plan included in Appendix F.

A conduit will be required for wiring for stop lights, external cameras (to record license plate numbers), and remote weight displays for customers (see below). The RDN anticipates having two inbound lanes of traffic and one outbound lane of traffic. The traffic lights can be mounted on the existing light standards. It is noted that the stop lights and external cameras will be provided by the RDN.

Requirements for the scales are as follows:

- Fully electronic and not incorporating any mechanical weighing elements;
- Gross weight capacity of 100 metric tons (220,000 pounds);
- Concentrated load capacity of 36 metric tons (80,000 pounds);
- Accept vehicles that generate up to 27 metric tons (60,000 pounds) per tandem axle;
- Calibrated to a minimum of 50,000 kg (110,000 pounds) by 5 kg (11 pound) increments;
- Digital load cells having a minimum capacity of 50 metric tons (110,000 pounds) with 300% ultimate overload rating;
- Load cells and load cell mounting hardware to be constructed of stainless steel. Load cell cables will be stainless steel sheathed for protection from the environment and rodents;
- Junction boxes, summing boards, gathering boards, gathering boxes, totalizers, external analog-to-digital converter boxes, and sectional controller boxes will not be accepted;
- Remote weight display that satisfies requirements by Measurement Canada (for customer viewing) for both inbound and outbound scales. Remote weight display can be built into the scale house structure below the window or attached to poles, as long as they are visible to customers;
- Compatible with Geoware scale software;
- Product warranty of 5 years on mechanical and 10 years on electrical. The warranty will cover 100% coverage of repair parts, labour, travel time, and mileage from the closest service station, or replacement of the product under warranty;
- Lightning protection;
- Ability to provide service in a timely manner; and
- Preventative maintenance program.

### **2.2.3 Other Requirements**

The construction and commissioning of the new scale house and scales will also involve the following:

- Making arrangements for the supply and installation of a single 21.336 meters (70 feet) in length temporary scale (for inbound and outbound) with scale software compatible with current operations;
- The supply and installation of a functional temporary scale house, with service window for customers. The temporary scale house must be equipped so that the scale attendant can operate as per regular use objectives. This includes space for a workstation as well as any required electrical connections for computers and equipment; and
- The temporary removal of approximately 20 meters of perimeter chain-link fence to allow for the installation of the temporary scale and scale house, stockpiling of the fence, and reinstallation of the fence at the completion of the project.

The temporary scale must be compatible with existing software at the landfill. The proposed location of the temporary scale and scale house are illustrated on the existing conditions site plan included in Appendix F.

### **3. Prime Contractor**

For the duration of the project, the General Contractor of the Design-Build Team shall act as Prime Contractor for the area of construction (project area) as required by British Columbia Occupational Health and Safety Regulations. The RDN will maintain Prime Contractor status for the remainder of the site.

### **4. Project Schedule**

The anticipated general schedule for the design and construction of the Scale and Scale House Replacement is as follows:

Closing Date for Proposal Submission – June 26, 2017

Notice of Award (if any) – July 27, 2017

Date of Substantial Completion – November 1, 2017

Final Completion –December 31, 2017

Proponents are encouraged to submit a project schedule with a project end date that is earlier than the Date of Substantial Completion, if possible.



**APPENDIX "B" – RECEIPT CONFIRMATION FORM**

REGIONAL DISTRICT OF NANAIMO

REQUEST FOR PROPOSAL

Design-Build Services – Scale and Scale House Replacement

Nanaimo Regional Landfill

Please complete this form and return it to:

**Maggie Warren**  
**Superintendent Scale & Transfer Service**  
**Regional District of Nanaimo**  
**1105 Cedar Road, Nanaimo, BC**  
**Email: [mwarren@rdn.bc.ca](mailto:mwarren@rdn.bc.ca)**

Failure to return this form may result in no further communication regarding this RFP.

**COMPANY:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

I have received a copy of the above-noted Request for Proposal, and (check one item):

we will be submitting a proposal

we will NOT be submitting a proposal

**SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**APPENDIX "C" – FORM OF PROPOSAL****SUBMITTAL REQUIREMENTS****1.0 Proposal Form**

The Price Proposal Form to be used by Proponents is attached at the end of this Appendix. Proponents must acknowledge on the Price Proposal Form, all Addenda issued for the RFP. All blanks on the Price Proposal Form must be completed.

Proposals remain in full force for a period of 90 days after the proposal submission due date.

**2.0 Drawings**

Provide three (3) sets of ANSI B size drawings. Proponents are required to submit presentation style floor plans, site plans, and elevations for their proposed design demonstrating their understanding of the project and their compliance with the scope of work.

**3.0 Proposal**

Provide three (3) copies of the proposal in 8.5x11 spiral bound or binder format with the following tabs between clearly defined sections.

1. **Cover Letter** – Identifying the contract parties of the Design-Build Team. Reference the General Contractor, Architect and Engineer(s) in the letter.
2. **Price Proposal Form** – Copy of executed Price Proposal Form.
3. **Team Identification** – Provide an organizational chart listing Design-Build team members, responsibilities and reporting paths. List all discipline design leads and subcontractors in the proposal. Describe the qualification of all team members.
4. **Design Concept** – Description of the design concept and functional plan. Summary description of major interior and exterior materials and finishes and building systems in language suitable for technical and non-technical readers. Specify major models or materials planned for use.
5. **Project Management Plan** – Provide a clear and concise description of their Project Management Plan with sufficient content and detail that describes how the Proponent intends to document, monitor and control the project. The Proponent should provide specific detail how the Proponent will control the scope, schedule and costs. The proponent should present a plan for facilitating RDN involvement in the design process.
6. **Design and Construction Schedule** – Provide a Project Gant Schedule with sufficient content and detail that sets out how the Proponent intends to plan and implement the key components of the Project in a logical sequence and identifies key milestones.
7. **Proposed Lump Sum Price** – The Lump Sum Price shall be submitted with a complete cost breakdown for design and construction work. It should be demonstrated that the cost of the scale house is less than the \$150,000 threshold indicated above.

8. **Safety and Health Program** – The safety and health program adopted and used by the General Contractor of the Design-Build Team. Program must address and incorporate all applicable federal, provincial, regional and municipal safety and health requirements.
9. **Quality Assurance and Testing Programs** – This is the program that will be adopted and used by the Design-Build team specifically for this project. Program must address and incorporate all testing and inspection requirements meeting local codes, standards, bylaws and as required by this RFP.
10. **References** – Provide a list of references for work completed of a similar nature.

#### **4.0 Project Agreement**

The draft Project Agreement is provided in Appendix “E”. The RDN will consider all comments and requested clarifications or amendments received from the Proponents and may respond to some or all of the comments received and will amend the draft Project Agreement as the RDN may determine in its discretion.

The execution of the Project Agreement will be as follows:

1. Notice of Award will be accompanied by the required number of unsigned copies of the Agreement with all other written Contract Documents attached.
2. The Proponent shall sign and deliver the required number of copies of the Agreement and attached documents to the RDN with the required Preferred Proponent Security (Letter of Credit or fidelity bonding) equal to 10% of the Contract Price and insurance within seven (7) days of receipt from RDN.
3. Within 14 days thereafter, RDN anticipates delivery of one fully signed copy to the Design Builder Prime.
4. The Conditions of the Contract set forth RDN’s requirements as to performance and payment bonds or other contract security. When the Proponent delivers the executed Agreement to the RDN, it must be accompanied by the required contract security.

#### **5.0 Contract Documents**

1. The contract documents to be used are the CCDC 14, 2013, Design-Build Stipulated Contract as follows: CCDC 14, 2013, Scale and Scale House Replacement at the Nanaimo Regional Landfill, Standard Construction Document, Design-Build Stipulated Contract. Without limiting the ability to negotiate the terms of the contract documents specified in this RFP, if the Successful Proponent agrees to provide warranties in excess of those specified in CCDC 14 2013, then the Contract Documents will be amended accordingly.

**APPENDIX “D” – EVALUATION FORM****1. Evaluation Team**

The evaluation of Proposals will be undertaken on behalf of the RDN by an evaluation team appointed by the RDN, which may consist of one or more persons (the “**Evaluation Team**”).

**2. Evaluation Process**

The Evaluation Team will evaluate the proposals submitted based on the categories outlined in the Submission Evaluation Scoring Table.

**Submission Evaluation Scoring Table**

<b>Categories</b>	<b>Points(max.10)</b>	<b>Weighting</b>	<b>Weighted Score</b>
1. Design Concept		3.0	
2. Durability, Sustainability, and Maintainability		3.0	
3. Project Schedule		1.5	
4. Contractor’s Price*		1.0	
5. Project Team and Quality of References		1.5	
<b>TOTAL SUBMISSION SCORE</b>			____ out of 100

\* Lowest proposed Lump Sum Price is awarded 10 points. Competing prices are awarded points on a prorated basis.

Points for the Submission will be based on the following:

- Each category of a Proponent’s Submission will be given a score out of 10 (with 10 being the highest).
- The points will be multiplied by the weighting to determine the weighted score for the category.
- A Proponent’s Submission total score will be the sum of the weighted category scores.

While previous experience with the RDN is not required and is not in any way confer an advantage in the RFP, the RDN’s previous experience with the Proponent may also be taken into consideration part of an evaluation of the Project Team. The RDN reserves the right to rely upon its records, references and recollection in this regard. In addition, as part of its evaluation of the project team, the RDN may obtain references other than those provided by the proponent and may use these references in evaluating Proposals.

**PRICE PROPOSAL FORM**

PROPOSAL TO: **Maggie Warren  
Superintendent Scale & Transfer Service  
Regional District of Nanaimo  
1105 Cedar Road  
Nanaimo, BC**

PROPOSAL:

Having carefully examined the Request for Proposals for Design-Build Services for Scale and Scale House Replacement at the Nanaimo Regional Landfill, dated June 5, 2017 (RFP) as prepared by the Regional District of Nanaimo, and Addenda's \_\_\_ to \_\_\_ inclusive, receipt of which is hereby acknowledged, we propose to perform the Work identified in the RFP and Addenda, described in our Proposal, under the terms and conditions contained in the Project Agreement for the Lump Sum Price of

\_\_\_\_\_ Dollars  
(Words)

\$ \_\_\_\_\_  
(Figures)

This Lump Sum Price includes all applicable taxes (excluding GST) as well as all fees, licenses and permits for the Work which are legally enacted on the date indicated herein above.

The Lump Sum Price above includes the following prices, which the RDN will account for individually:

- Scale house construction, including electrical, plumbing, heating, and interior/exterior finishes (for the purpose of demonstrating a building cost not exceeding \$150,000, excluding GST). Price of

\_\_\_\_\_ Dollars  
(Words)

\$ \_\_\_\_\_  
(Figures)

- Supply and installation of scale (for the purpose of the RDN's asset registry). Price of

\_\_\_\_\_ Dollars  
(Words)

\$ \_\_\_\_\_  
(Figures)

TIME OF COMPLETION:

The undersigned agrees to complete the Work by the proposed Date of Substantial Completion as described in Appendix "A" of this RFP and which date shall commence after the RDN issues the Notice to Proceed, and 30 days beyond the Substantial Completion will be the date for Final Completion, or such date as may be changed by the parties pursuant to a change order.

PROPOSAL GUARANTEE:

The undersigned agrees that this Proposal may be accepted by the RDN by anytime within the 90 calendar days immediately following the date indicated herein above, and the undersigned further agrees to submit a fully Executed Agreement, insurance certificates and performance and payment bond within seven (7) calendar days after receipt of the Notice of Contract Award from the RDN.

RECEIPT OF ADDENDA

The undersigned acknowledges that it has received any and all addenda issued by the RDN in relation to this RFP, and that those addenda are incorporated into the terms of the RFP.

PROPOSAL FROM:

\_\_\_\_\_  
(Proponent Firm Name)

\_\_\_\_\_  
(Authorized Proposer Representative)

**APPENDIX "E" – DESIGN-BUILD CONTRACT**

CCDC 14, 2013, Scale and Scale House Replacement at the Nanaimo Regional Landfill, Standard Construction Document, Design-Build Stipulated Contract

**APPENDIX "F" – AVAILABLE INFORMATION**

The following information will be made available to Proponents.

- 1) Nanaimo Regional Landfill Existing Conditions Plan
- 2) Example Layout for the Proposed Scale House
- 3) As-constructed Drawings for Existing Scale
- 4) As-constructed Drawings for Existing Scale House
- 5) Weigh-Scale Foundation Review (Herold Engineering, 2016)
- 6) Scale House Foundation Review (Herold Engineering, 2017)