



REQUEST FOR TENDERS No. 19-064

REGIONAL LANDFILL (RL) SECURITY SERVICE

ISSUED: September 12, 2019

CLOSING DATE AND TIME:

Tenders must be received on or before:
3:00 PM (15:00 hrs) Pacific Time on October 2, 2019

Regional District of Nanaimo (RDN) Contact for Questions:

Ben Routledge, Superintendent Scale and Transfer Service
Telephone: (250) 722-2044, Ext. 3225
Email: broutledge@rdn.bc.ca

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

Mandatory Site Visit:

A Mandatory Site Visit will be held on Thursday September 19, 2019 at 12:00pm at the Regional Landfill 1105 Cedar Road, Nanaimo BC. Interested parties will have the opportunity to view the site and ask any questions. All persons in attendance must bring their own personal protection equipment (hard hat, steel toe footwear & high visibility vest).



Instructions to Bidders

Article 1. Closing Date/Time/Location

Bidders are requested to submit their Tender on or before 3:00 PM (15:00 hrs), Pacific Time, October 2, 2019 as follows:

By Email: With "19-064 Landfill Security" as the subject line at this electronic address:

brouledge@rdn.bc.ca

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

Tenders **will not** be opened in Public.

ARTICLE 2. Examine Documents

The Tenderer must carefully examine all of the Documents and the site of the proposed works, judging for and satisfying himself as to the probable conditions to be encountered. Should a Tenderer find discrepancies in, or omissions from the documents, or should he be in doubt as to their meaning, he should, prior to submitting his tender, notify the designated 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 3. Addenda

If the RDN determines that an addendum is required for this TENDER, the RDN will post the addendum on the RDN website (www.rdn.bc.ca) and the BC Bid website (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 any and all addendums are included prior to submitting their final Tender submission.

ARTICLE 4. Tender Price

Pricing, in Canadian dollars, shall be filled in where indicated on the Tender Form. Pricing should include all labour, materials, equipment, licences, permits any other costs required to perform the services in a turnkey manner. In the event of a price extension discrepancy when calculating the total contract value, the RDN reserves the right to correct the totals.

ARTICLE 5. Federal Sales Taxes

GST is not to be included in the price. GST shall be shown separately on the Tender Form based on the total contract value.



ARTICLE 6. 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 7. Revisions to Tenders

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

Unclear or Ambiguous Revisions

If in the opinion of the RDN, any revision is unclear, ambiguous as to meaning or intent that revision will be disregarded and the original tender price, or the tender price determined by consideration of any other revisions will prevail. The RDN, its employees and agents will not assume any responsibility for timely receipt of any revisions.

ARTICLE 8. Tender Withdrawal

A Tenderer may, without prejudice to himself, withdraw his tender on written request received prior to the posted closing date and time as per the submission instructions outlined in Article 1.

ARTICLE 9. 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, in which prices are omitted or are unbalanced.
 - 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;
- .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 10. Award

Awards shall be made on tenders that will give the greatest value based on equipment, service and price. 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 Award to the successful Tenderer. Any award is subject to available funding and approval from the Board of the Regional District of Nanaimo.

ARTICLE 11. Form of Agreement

The RDN's preferred form of Contract is attached herein. Proponents should carefully review this form of Contract. Proponents may (but are not required to) request that RDN consider making revisions to the form of Contract, including the scope of Services. Proponents should submit such requests to the RDN well before the Closing Date and Time. If the RDN agrees to a request received prior to the Time, then RDN will issue an Addendum to modify the Contract. Failure to do so means acceptance of the agreement as presented.



TECHNICAL SPECIFICATIONS

Scope of Work

The Regional District of Nanaimo is seeking Tenders from experienced and qualified security companies for the on-site security of the Regional Landfill.

The Contract is for a one (1) year term with the option to renew for one (1), two (2) year renewal based upon mutual written agreement between the parties.

Anticipated contract start date is December 1, 2019.

The successful Contractor shall provide the Services as outlined below:

- 1) The Contractor shall supply all supervision, labour, materials, tools, equipment, vehicles and any incidentals necessary to carry out the work,
- 2) The Contractor shall ensure that (1) fully uniformed licensed security person is on duty at the landfill site as per the Security Schedule (Appendix A).
- 3) The Contractor shall ensure that security staff working at the Regional Landfill are trained and orientated to the landfill operations prior to commencing duties on site. The orientation will be provided by the Regional District.
- 4) The Contractor shall utilize a digital/GPS system to identify the location of their onsite security personnel while on duty and the Contractor shall make such records available to the Regional District of Nanaimo upon request.
- 5) The Contractor shall provide security through out the Security Area (Appendix B) to ensure that no unauthorized individuals enter the site and to protect the property and equipment of the Regional District and/or its contractors from damage, vandalism, fire or theft.
- 6) The Contractor, as requested, shall provide a worker check for RDN Staff working after normal operating hours.
- 7) The Contractor shall provide the RDN with a copy of their Working Alone Procedure and ensure that at all times a worker check system is maintained and used by their employees while on RDN property.
- 8) The Contractor shall provide at the end of each shift a written log showing hours worked, areas patrolled and checked, and the duration of the patrols. A log of all occurrences including persons visiting the area, incoming phone calls, and any problems encountered are to be included.
- 9) The Contractor shall provide services from 5:00pm to 7:00am Monday – Sunday.
- 10) The Contractor shall provide continuous service during statutory holidays.



Qualifications

All businesses must possess a valid security licence issued by the BC Registrar of Security Services. All employees must possess a valid security worker licence.

Appendix A: Security Schedule

Security Staff are to begin work at 5:00pm. Security Staff are to attend the front gate (5:00pm) and prevent access to the site. Security Staff will provide customers an exit once they have completed their transaction.

Security Staff will lock the gate once all Regional District of Nanaimo Staff have left the site

The contractor will conduct regular patrols, at least once every one and a half (1 1/2) hours throughout the Security Area. The patrol will include;

- a) Ensuring that there are no unauthorized persons on site
- b) Checking all site building doors and windows in accordance with the supplied log to verify security of the facilities
- c) Visually checking all perimeter fencing and gates for intrusion or damage,
- d) Permit access to authorized site operation personnel between the hours of 5:30pm and 7:00am
- e) Sign in and out any authorized persons attending the site
- f) Receive and investigate **only** intrusion or emergency alarms on the site,
- i) To **not** investigate maintenance, flare, pump station or gas detection alarms
- g) Check the Wood Waste stockpile for fires, smoke or other emergencies
- h) Check the Active Landfill Face for fire, smoke or other emergencies
- i) Check the bin area for fire, smoke or other emergencies
- j) Patrol and check the security perimeter for signs of intrusion
- k) Record general weather conditions

Service will be arranged by the Contractor to ensure continuous coverage during statutory holidays. After each shift the security person must complete and make available to the Superintendent Scale and Transfer Services or their designate the patrol log.

Appendix B: Security Area





**TENDER FORM
REGIONAL LANDFILL SECURITY
Page 1 of 3**

Date: _____

Company: _____

Address: _____

Telephone: _____ Email: _____

To: Regional District of Nanaimo

Having carefully examined all of the tender documents including any Addenda as supplements thereto, and having examined and complied with Instructions to Bidders, we hereby offer to perform the Work set forth in the aforesaid documents for the Pricing. Prices include the Contractor's labour, material, equipment, vehicles, material costs, overhead and profit, all taxes and duties, and shall represent the cost to the RDN of such charges excluding GST which shall be shown separately in the Total Tender Price.

PRICING

Year 1

Item	Security Services	Quantity	Unit Price	Total Before Taxes
1	Weekly Security (Regular Week)	52		
2	Statutory Holiday (in addition to regular week)	11		
Total				

Overtime Rate (p/hr)	Year 1



TENDER FORM
REGIONAL LANDFILL SECURITY
Page 3 of 3

References of current customers. The RDN may contact these firms and use the information provided in its evaluation.

Reference #1

Client Name: _____

Services provided: _____

Contact person: _____

Contact email: _____

Contact telephone: _____

Reference #2

Client Name: _____

Services provided: _____

Contact person: _____

Contact email: _____

Contact telephone: _____

Reference #3

Client Name: _____

Services provided: _____

Contact person: _____

Contact email: _____

Contact telephone: _____

AGREEMENT FOR SERVICES

THIS AGREEMENT dated for reference this _____ day of _____, 20__.

BETWEEN:

REGIONAL DISTRICT OF NANAIMO

6300 Hammond Bay Road
Nanaimo, BC V9T 6N2

(the "**Regional District**")

OF THE FIRST PART

AND:

[NAME OF CONTRACTOR]

[address]

[address]

(the "**Contractor**")

OF THE SECOND PART

WHEREAS:

- A. The RDN called for tenders for the provision of security services for [NAME OF PROJECT] (the "**Project**"), and the Contractor in reply submitted a tender dated [DATE]. A copy of the request for tenders is attached as Schedule "C" to this Agreement, and a copy of the Contractor's tender is attached as Schedule "D" to this Agreement.
- B. The RDN has agreed to engage the Contractor and the Contractor has agreed to provide the services described in Schedule "A" to this Agreement (the "**Services**") to the Regional District in respect of the Project on the terms and conditions set out in this Agreement.

NOW THEREFORE the Regional District and the Contractor, in consideration of their mutual duties and responsibilities and in consideration of the payment to be made by the Regional District to the Contractor agree as follows:

1.0 DEFINITIONS

1.1 In this Agreement:

- (a) "**Services**" means the services to be provided by the Contractor, as

described in Schedule "A" to this Agreement.

2.0 TERM

2.1 The term of this Agreement is for the period commencing * and terminating on * (the "**Term**"), subject to earlier termination as provided in section 7 of this Agreement.

3.0 CONTRACTOR'S DUTIES AND RESPONSIBILITIES

3.1 The Contractor must:

- (a) provide the Regional District with the Services throughout the Term, in accordance with the specifications and requirements set out in Schedule "A" to this Agreement, and to the satisfaction of the Regional District;
- (b) supply all labour, equipment and material, and do all things necessary for the provision of the Services;
- (c) perform the Services for the Regional District with that degree of care, skill and diligence normally utilized by contractors having similar qualifications and performing duties similar to the Services;
- (d) charge only the fees which the Contractor is entitled to under this Agreement for the provision of the Services;
- (e) provide and maintain at the Contractor's expense any insurance that the Contractor is required to provide by law, or that is reasonably necessary to insure against any risks you may assume as a result of entering into this Agreement. Without limiting the foregoing, the Contractor must provide and maintain at the Contractor's expense any insurance specifically required in Schedule "B" to this Agreement. The Contractor must provide satisfactory proof of insurance coverage to the Regional District upon request;
- (f) be registered as an employer with WorkSafe BC, and maintain workers compensation coverage with WorkSafe BC for the Contractor and its employees;
- (g) provide satisfactory proof of the Contractor's WorkSafe BC coverage to the RDN upon request;
- (h) not subcontract any of its obligations under this Agreement without the Regional District's prior written consent;
- (i) not commit or purport to commit the Regional District to the payment of any money to any person, firm or corporation, without the Regional District's prior written consent;

- (j) keep proper and accurate books of account and records in the provision of the Services and make the books of account and records available for inspection and audit by the Regional District or its authorized representatives upon request;
- (k) comply with all laws applicable to the provision of the Services including all applicable health and safety standards, rules, regulations, requirements and codes of practice prescribed under any federal, provincial or local government statute, regulation, bylaw or permit relating in any respect to the Contractor's provision of the Services; and
- (l) during the Term, not perform a service for or provide advice to any person, firm or corporation which gives rise to a conflict of interest with the duties and obligations of the Contractor to the Regional District under this Agreement.

4.0 CONTRACTOR REPRESENTATIONS AND WARRANTIES

4.1 The Contractor represents and warrants to the Regional District that:

- (a) if the Contractor is a corporation, it is duly organized, validly existing and legally entitled to carry on business in British Columbia and is in good standing with respect to filings of annual reports according to the records of the Registrar of Companies of British Columbia; and
- (b) the Contractor has sufficient trained staff, facilities, materials, and appropriate equipment in place and available to enable it to fully perform the Services.

5.0 FEES AND EXPENSES

5.1 In consideration for the provision of the Services, the Regional District shall pay to the Contractor the fee for all Services rendered under this Agreement according to the amounts and times of payment set out in Schedule "A" to this Agreement, plus any Goods and Services Tax applicable.

5.2 The Regional District shall pay the disbursements listed in Schedule "A" if incurred by the Contractor in providing the Services, provided the total disbursements payable shall not exceed the estimate set out in Schedule "A".

5.3 Unless stated otherwise in this Agreement, all sums of money are in Canadian dollars.

6.0 INDEMNIFICATION

6.1 The Contractor 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 Contractor, or its officers, employees, agents or contractors, in the performance of the Services, or from the Contractor's breach of this Agreement.

7.0 TERMINATION

- 7.1 If the Contractor is in default in the performance of any of its obligations under this Agreement, or if the Contractor becomes insolvent or is assigned into bankruptcy, then the Regional District may immediately terminate this Agreement by written notice to the Contractor.
- 7.2 The Regional District may terminate this Agreement, without cause, at any time by giving not less than forty-five (45) days written notice to the Contractor.
- 7.3 In the event that this Agreement is terminated, the Contractor shall be paid by the Regional District for Services performed to the date of termination and remaining unpaid, less any amounts necessary to compensate the Regional District for damages or costs incurred by the Regional District or any person employed by or on behalf of the Regional District arising from the Contractor's default.

8.0 CONFIDENTIALITY

- 8.1 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 as a result of its engagement under this Agreement.

9.0 NOTICE

- 9.1 Any notice required to be given under this Agreement will be deemed to be sufficiently given:
- (a) if delivered at the time of delivery;
 - (b) if delivered by email or fax to the email or fax numbers set out below, upon acknowledgement of receipt by the recipient; and
 - (c) if mailed from any government post office in the Province of British Columbia by prepaid registered mail addressed as follows:

if to the RDN:	6300 Hammond Bay Road
	Nanaimo, BC V9T 6N2
	Attention:
	Email:
	Fax:

if to the Contractor:

[Insert the Contractor's address for delivery here as well as email and fax contact information]

10.0 TIME

10.1 Time is of the essence of this Agreement.

11.0 BINDING EFFECT

11.1 This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees.

12.0 SURVIVAL OF CERTAIN COVENANTS

12.1 The covenants and agreements contained in sections 3.1(l), 6.1, and 8.1 shall survive the expiry or earlier termination of this Agreement and those sections are severable for that purpose.

13.0 RELATIONSHIP

13.1 The legal relationship between the Contractor and the Regional District is that of an independent contractor and purchaser of services, and, in particular and without limiting the generality of the foregoing, nothing in this Agreement shall be construed so as to render the relationship between the Contractor and the Regional District to be that of employee and employer.

13.2 The Contractor is not, and must not claim to be the Regional District's agent for any purpose unless the Regional District gives the Contractor authorization in writing to act as the Regional District's agent for specific purposes that are reasonably necessary to the Contractor's rendering of the Services pursuant to this Agreement.

14.0 NO ASSIGNMENT

14.1 The Contractor shall not assign its interest in this Agreement or any right, benefit or obligation conferred or imposed hereunder, in whole or in part, whether by operation of law or otherwise, except with the prior written consent of the RDN, which may be withheld for any reason.

15.0 WAIVER

15.1 The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

16.0 ENTIRE AGREEMENT

16.1 This Agreement constitutes the entire agreement between the parties with respect to the matters herein and may not be modified except by subsequent agreement in writing.

17.0 LAW APPLICABLE

17.1 This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

18.0 AMENDMENT

18.1 This Agreement may not be modified or amended except by the written agreement of the parties.

19.0 CONFLICT

19.1 In the event of a conflict between a provision in this Agreement and a provision in a schedule attached to this Agreement, the provision in this Agreement shall prevail.

20.0 INVALIDITY

20.1 If any part of this Agreement is or is declared invalid by a court of competent jurisdiction, the remainder shall continue in full force and effect and be construed as if the Agreement had been executed without the invalid portion.

21.0 HEADINGS

21.1 The captions or headings appearing in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of it.

22.0 INTERPRETATION

22.1 Whenever the singular or masculine is used in this Agreement, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so require.

23.0 TIME

23.1 Time is of the essence in this Agreement.

24.0 ENUREMENT

24.1 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns. Neither party may assign, subcontract or transfer an interest in the Agreement without the prior written consent of the other.

25.0 MEDIATION

25.1 All matters in dispute under this Agreement which are not first resolved between the parties acting reasonably may, with the concurrence of both the Regional District and the Contractor be submitted to mediation to a single mediator appointed jointly by them.

25.2 No one shall be nominated to act as a mediator who is in any way financially interested in the conduct of the Project or in the business affairs of either the Regional District or the Contractor.

25.3 If the parties cannot agree on the choice of a mediator, each party shall select a nominee and the nominees shall jointly appoint a mediator.

25.4 The mediation shall take place in Nanaimo, British Columbia, unless agreed otherwise. Parties will be responsible for their own costs.

26.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

26.1 All documents submitted to the RDN become the property of the RDN and 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.

27.0 COUNTERPART

27.1 This Agreement may be executed in counterpart 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.

SCHEDULE "A"

A.1 SERVICES

- [List all services to be provided by the Contractor, and include all necessary details as to where, when and how the services are to be performed]

A.2 FEES

- [Insert details of fees and payment schedule]

A.3 REIMBURSABLE EXPENSES

- [List all reimbursable expenses, if any.]

SCHEDULE "B"

INSURANCE

1. The Contractor shall, at its own expense, provide and maintain throughout the Term the following insurance in a form acceptable to the Regional District, with an insurer licensed in British Columbia:
 - (a) Commercial General Liability and Property Damage \$2,000,000.00
 - (c) Automobile Insurance (owned and non-owned) \$2,000,000.00

In all policies of insurance required under this Agreement (except automobile insurance on vehicles owned by the Contractor) the Regional District shall be named as an additional insured and all such policies shall contain a provision that the insurance shall apply as though a separate policy had been issued to each named insured. All such policies shall provide that no cancellation or lapse of or material alteration in the policy shall become effective until 30 days after written notice of such cancellation, lapse or alteration has been given to the Regional District.

Any deductible amounts in the foregoing insurance which are payable by the policyholder shall be in an amount acceptable to the Regional District.

2. The Contractor shall provide to the Regional District at the commencement of the Term, and at any time during the Term upon request, a certificate or certificates of insurance as evidence that the insurance required under this Agreement is in force.
3. Maintenance of such insurance and the performance by the Contractor of its obligation under this clause shall not relieve the Contractor of liability under the indemnity provisions under the Agreement.

SCHEDULE "C"
CALL FOR TENDERS

SCHEDULE "D"
CONTRACTOR'S TENDER