



Request for Tender

for

**Humberstone Landfill Gas Collection and Control System Operation, Maintenance,
and Monitoring**

Request for Tender No.: **2017-T-09**
Issued: **Wednesday April 5, 2017**
Submission Deadline: **Tuesday April 25, 2017 at 2:00 pm**
Submission Location: **THE PURCHASING OFFICE
The Regional Municipality of Niagara
Campbell West Building
1815 Sir Isaac Brock Way
Thorold, Ontario, L2V 4T7**

TABLE OF CONTENTS

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS	1
1.1 Invitation to Bidders	1
1.2 Niagara Region’s Procurement Bylaw	1
1.3 Niagara Region Contact	1
1.4 Accommodations for Bidders with Disabilities.....	2
1.5 Contract for Deliverables	2
1.6 RFT Timetable.....	2
1.7 Site Inspection.....	2
1.8 Bid Submission.....	3
PART 2 – EVALUATION OF BIDS	5
2.1 Stages of Bid Evaluation	5
2.2 Stage I – Mandatory Requirements	5
2.3 Stage II – Pricing	5
2.4 Selection of Lowest Compliant Bidder	5
PART 3 – TERMS AND CONDITIONS OF THE RFT PROCESS	6
3.1 General Information and Instructions.....	6
3.2 Communication after Issuance of RFT.....	7
3.3 Finalization of Contract, Notification and Debriefing.....	7
3.4 Conflict of Interest and Prohibited Conduct.....	9
3.5 Confidential Information.....	10
3.6 Reserved Rights, Limitation of Liability and Governing Law.....	11
APPENDIX A – CONTRACT TERMS AND CONDITIONS	13
APPENDIX B – FORM OF TENDER	15
APPENDIX C – PRICING FORM	17
APPENDIX D – RFT PARTICULARS	21
A. THE DELIVERABLES	21
B. MATERIAL DISCLOSURES.....	29
C. MANDATORY REQUIREMENTS	30
APPENDIX E – CONDITIONS OF AWARD	31
APPENDIX F – BID IRREGULARITIES	32
APPENDIX G – MAPS	FTP SITE
APPENDIX H – LGCCS OM&M MANUAL	FTP SITE
APPENDIX I – SPECS & DRAWINGS	FTP SITE
APPENDIX J – MOECC	FTP SITE
APPENDIX K – SPARE PARTS	FTP SITE

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Bidders

This Request for Tender (“RFT”) is an invitation by The Regional Municipality of Niagara (“Niagara Region”) to prospective bidders to submit bids for the provision of **Humberstone Landfill Gas Collection and Control System (LGCCS) Operation, Maintenance, and Monitoring**, as further described in Appendix D – RFT Particulars (the “Deliverables”).

Niagara Region (Region) is requesting Tenders from qualified firms available and capable to furnish all tools, materials, labour and equipment required for the operation, maintenance and monitoring (OM&M) of a Humberstone LGCCS at the Humberstone Landfill Site (Site) located at 700 Humberstone Road in Welland (See **Appendix G**). Niagara Region staff, plan to gain knowledge, experience and training by job shadowing the Successful Bidder while performing their duties on the LGCCS to potentially allow independent performance of LGCCS operation and monitoring after the contract period for these services.

The Niagara Region’s goals for operation of the LGCCS are: landfill odour control; landfill gas (LFG) subsurface migration control; and, greenhouse gas (GHG) emission reductions.

Please refer to Appendix D – RFT Particulars for a detailed description of the Deliverables, material disclosures and mandatory requirements.

Please refer to Appendix E – Conditions of Award for requirements that the bidder must satisfy if selected to enter into a contract for the Deliverables.

1.2 Niagara Region’s Procurement Bylaw

Niagara Region’s procurement processes are governed by its Procurement By-Law No. 02-2016 (“Niagara Region’s By-law”). It is the bidder’s responsibility to become familiar with and comply with Niagara Region’s By-law, which is available on line at:

<http://www.niagararegion.ca/government/bylaws/pdf/2016/Procurement-By-law-02-2016.pdf>

If the terms of the RFT are more restrictive than the terms of Niagara Region’s By-law, the terms of the RFT will prevail.

1.3 Niagara Region Contact

For the purposes of this procurement process, the “Niagara Region Contact” shall be:

Vicki Lafford-Field
Purchasing Agent
Regional Municipality of Niagara
Tel: 905-980-6000 ext. 3659
Vicki.Lafford-Field@niagararegion.ca

Bidders and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of Niagara Region, other than the Niagara Region Contact, concerning matters regarding this RFT. Failure to adhere to this rule may result in the disqualification of the bidder and the rejection of the bidder’s bid.

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.4 Accommodations for Bidders with Disabilities

Niagara Region is committed to providing equal treatment to people with disabilities with respect to the use and benefit of municipal services, programs and goods in a manner that respects their dignity and that is equitable in relation to the broader public. In accordance with the *Ontario Human Rights Code*, *Ontarians with Disabilities Act, 2001* (ODA) and *Accessibility for Ontarians with Disabilities Act, 2005* (AODA), Niagara Region will accommodate for a disability, ensuring full and equitable participation throughout the RFT process.

If a bidder requires this RFT in a different format to accommodate a disability, the bidder must contact the Niagara Region Contact as soon as possible and in any event prior to the Submission Deadline. The RFT in the different format will be issued only to the requesting bidder and all addenda will be issued in such different format only to the requesting bidder.

1.5 Contract for Deliverables

The selected bidder will be required to enter into a contract with Niagara Region for the provision of the Deliverables based on the Contract Terms and Conditions set out in Appendix A to the RFT (the “Contract”). It is Niagara Region’s intention to enter into the Contract with only one (1) legal entity. The term of the Contract is to be for a period of **twelve (12) months** with an option in favour of the Niagara Region to extend for an additional twelve (12) months on the same terms and conditions save and except the Pricing Form which is subject to CPI increase.

All unit prices and lump sums will be adjusted to account for increases in the cost of living which will be equal to the published Statistics Canada CPI (Consumer Price Index) for Ontario (all items) as published, February 2017 to February 2018.

1.6 RFT Timetable

Issue Date of RFT	Wednesday April 5, 2017
Site Inspection (see details below)	10:00 am on Wednesday April 12, 2017
Deadline for Questions	Wednesday April 19, 2017
Deadline for Issuing Addenda	Friday April 21, 2017
Submission Deadline	2:00pm on Tuesday April 25, 2017
Public Opening	2:15pm on Tuesday April 25, 2017
Anticipated Date for Entering into Contract	May 8, 2017

The RFT timetable is tentative only, and may be changed by Niagara Region at any time.

1.7 Mandatory Site Inspection

The site inspection will be held on **Wednesday April 12, 2017** commencing at **10:00 am** local time at: **Humberstone Landfill Site, 700 Humberstone Road in Welland**

It is the bidder’s responsibility to visit the job site and to examine all existing conditions to determine the amount and character of the work involved and to take their own measurements and make their own calculations prior to submitting a bid. No allowance will subsequently be made for any errors or omissions on the part of any bidder.

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

Attendance at the site inspection is **mandatory**. Bidders will be required to sign an attendance sheet confirming their attendance at the mandatory site inspection. Only bids received from bidders who attend the site inspection, sign the attendance sheet and perform a complete viewing of the site during the scheduled tour shall be considered. Bidders who arrive after the site inspection has commenced may not be permitted to sign the attendance sheet or complete the site inspection.

1.8 Bid Submission

1.8.1 Bids Must Be Submitted to Prescribed Location

Bids must be submitted at:

**THE PURCHASING OFFICE
The Regional Municipality of Niagara
Campbell West Building
1815 Sir Isaac Brock Way
Thorold, Ontario, L2V 4T7**

1.8.2 Bids Must Be Submitted on Time

Bids must be submitted at the location set out above on or before the Submission Deadline. Bids submitted after the Submission Deadline will be rejected. Onus and responsibility rests solely with the bidder to deliver its bid to the exact location (including floor, if applicable) indicated in the RFT on or before the Submission Deadline. Niagara Region does not accept any responsibility for submissions delivered to any other location by the bidder or its delivery agents. Bidders are advised to make submissions well before the deadline. Bidders making submissions near the deadline do so at their own risk.

In the event of any question regarding the timely receipt of any submission, the time on the clock designated by the Manager of Purchasing Services will absolutely prevail over any other timepiece regardless of any discrepancies between the time on the Manager of Purchasing Services' designated clock and actual time.

1.8.3 Bids Must Be Submitted in Prescribed Format

Bidders must submit **one (1)** hard copy of their bid enclosed in a sealed envelope that is prominently marked with the RFT title and number (see RFT cover page) and the full legal name and return address of the bidder.

Bidders must also include in the sealed envelope **one (1)** electronic copy of their bid saved on a USB key. If there is a conflict or inconsistency between the hard copy and the electronic copy of the bid, the hard copy of the bid shall prevail.

1.8.4 Bid Submission Content

Bidders must include all forms and other documents or information listed under Section C – Mandatory Requirements in Appendix D – RFT Particulars. Other than inserting the information requested, a bidder may not make any changes to any of the required forms included in this RFT. Any bid containing any such changes, whether on the face of the form or elsewhere in the bid, may be disqualified. Irregularities in bid submissions will be addressed in accordance with Appendix F – Bid Irregularities.

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.8.5 Amendment of Bids

Bidders may amend their bids prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFT title and number and the full legal name and return address of the bidder to the location set out above. Any amendment should clearly indicate which part of the bid the amendment is intended to amend or replace.

1.8.6 Withdrawal of Bids

Bidders may withdraw their bids prior to the Submission Deadline. To withdraw a bid, a notice of withdrawal must be sent to the Niagara Region Contact and must be signed by an authorized representative of the bidder. Withdrawn bids will be returned unopened to the bidder.

1.8.7 Bids Irrevocable after Submission Deadline

Bids shall be irrevocable for a period of **ninety (90)** running from the moment that the Submission Deadline passes.

[End of Part 1]

PART 2 – EVALUATION OF BIDS

2.1 Stages of Bid Evaluation

Niagara Region will conduct the evaluation of bids in accordance with the stages set out below.

2.2 Stage I – Mandatory Requirements

Stage I will consist of a review to determine which bids comply with all of the mandatory requirements. Bids that do not comply with all of the mandatory requirements as of the Submission Deadline will, subject to the express and implied rights of Niagara Region, be disqualified and not evaluated further. The mandatory requirements are listed and described in Section C of Appendix D – RFT Particulars.

2.3 Stage II – Pricing

Upon completion of Stage I, the pricing submitted by each compliant bidder will be evaluated in accordance with Appendix C – Pricing Form.

2.4 Selection of Lowest Compliant Bidder

Subject to Niagara Region's reserved rights, the compliant bidder with the lowest pricing will be selected to enter into the Contract in accordance with Part 3.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFT PROCESS

3.1 General Information and Instructions

3.1.1 RFT Incorporated into Bid

All of the provisions of this RFT are deemed to be accepted by each bidder and incorporated into each bidder's bid. A bidder who submits conditions, options, variations or contingent statements to the terms as set out in this RFT, including the terms of the Contract in Appendix A, either as part of its bid or after receiving notice of selection, may be disqualified. If a bidder is not disqualified despite such changes or qualifications, the provisions of this RFT, including the terms of the Contract set out in Appendix A, will prevail over any such changes or qualifications in the bid.

3.1.2 Bidders to Follow Instructions and Submit Only Requested Information

Bidders should structure their bids in accordance with the instructions in this RFT. Information must be provided in the form requested. Niagara Region will not consider any supplementary information or documents that bidders have not been instructed to submit.

3.1.3 Bids in English

All bids are to be in English only.

3.1.4 Information in RFT Only an Estimate

Niagara Region and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFT or issued by way of addenda. Any quantities shown or data contained in this RFT or provided by way of addenda are estimates only and are for the sole purpose of indicating to bidders the general scale and scope of the Deliverables. It is the bidder's responsibility to obtain all the information necessary to prepare a bid in response to this RFT.

3.1.5 Examination of Site

Bidders are required to satisfy themselves as to existing conditions of the site and must take all site conditions into account in preparing their bids.

3.1.6 Bidders Shall Bear Their Own Costs

The bidder shall bear all costs associated with or incurred in the preparation and submission of its bid.

3.1.7 Bid to Be Retained by Niagara Region

Except as otherwise provided in this RFT, Niagara Region is under no obligation to return the bid or any accompanying documentation submitted by a bidder.

3.1.8 Trade Agreements

Bidders should note that procurements falling within the scope of Chapter 5 of the Agreement on Internal Trade are subject to that trade agreement, but the rights and obligations of the parties shall be governed by the specific terms of this RFT.

3.1.9 No Guarantee of Volume of Work or Exclusivity of Contract

Notwithstanding section 1.5, Niagara Region makes no guarantee of the value or volume of work to be assigned to the successful bidder. The Contract will not be an exclusive contract for the provision of the described Deliverables. Niagara Region may contract with others for goods and

PART 3 – TERMS AND CONDITIONS OF THE RFT PROCESS

services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2 Communication after Issuance of RFT

3.2.1 Bidders to Review RFT

Bidders shall promptly examine all of the documents comprising this RFT, and

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information

to the Niagara Region Contact on or before the Deadline for Questions. All communications must be made in writing by email and shall be deemed to be received once the email has entered into the Niagara Region Contact's email inbox. No such communications are to be directed to anyone other than the Niagara Region Contact, and Niagara Region shall not be responsible for any information provided by or obtained from any source other than the Niagara Region Contact. Niagara Region is under no obligation to provide additional information, but may do so in its sole and absolute discretion. It is the responsibility of the bidder to seek clarification from the Niagara Region Contact on any matter it considers to be unclear. Niagara Region shall not be responsible for any misunderstanding on the part of the bidder concerning this RFT or its process.

3.2.2 All New Information to Bidders by Way of Addenda

This RFT may be amended only by an addendum in accordance with this section. If Niagara Region, for any reason, determines that it is necessary to provide additional information relating to this RFT, such information will be communicated to all bidders by addenda issued in the same manner that this RFT was originally issued. Each addendum forms an integral part of this RFT. Such addenda may contain important information, including significant changes to this RFT. Bidders are responsible for obtaining all addenda issued by Niagara Region. In the Form of Tender (Appendix B), bidders should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If Niagara Region determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, Niagara Region may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify, Clarify and Supplement

When evaluating bids, Niagara Region may request further information from the bidder or third parties in order to verify, clarify or supplement the information provided in the bidder's bid. The response received by Niagara Region shall, if accepted by Niagara Region, form an integral part of that bidder's bid.

3.3 Finalization of Contract, Notification and Debriefing

3.3.1 Selection of Bidder and Finalization of Contract

Notice of selection by Niagara Region to the selected bidder shall be in writing. The selected bidder shall enter into the Contract in the form attached as Appendix A to this RFT and satisfy any other applicable conditions, as set out in Appendix E – Conditions of Award of this RFT, within fourteen (14) days of notice of selection. This provision is solely for the benefit of Niagara Region and may be waived by Niagara Region in its sole and absolute discretion.

PART 3 – TERMS AND CONDITIONS OF THE RFT PROCESS

3.3.2 Failure to Enter into Contract

In addition to all other remedies available to Niagara Region, if a selected bidder fails to enter into the Contract or satisfy any other applicable conditions, as set out in Appendix E – Conditions of Award of this RFT, within fourteen (14) days of notice of selection, Niagara Region may, in its sole and absolute discretion and without incurring any liability, withdraw the selection of that bidder and either proceed with the selection of another bidder or cancel the RFT process.

3.3.3 Notification to Other Bidders

Once the Contract is entered into by Niagara Region and a bidder, the other bidders may be notified directly in writing and shall be notified by public posting in the same manner that this RFT was originally posted of the outcome of the procurement process.

3.3.4 Debriefing

Bidders may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the Niagara Region Contact and must be made within thirty (30) days of such notification. The intent of the debriefing information session is to aid the bidder in presenting a better bid in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

3.3.5 Bid Dispute Resolution Procedure

If a bidder wishes to challenge the RFT process, the bidder must submit a written objection providing sufficient detail regarding their complaint (a “Substantive Objection”) to the Director of Procurement and Strategic Acquisitions within seven (7) days from the conclusion of the bid opening process. Niagara Region will respond to a Substantive Objection in accordance with the following steps:

- (a) The Director of Procurement and Strategic Acquisitions will arrange a debriefing with the bidder to explain the RFT process that led to the selection of the successful bidder.
- (b) The Director of Procurement and Strategic Acquisitions will investigate the complaint and will make a recommendation to the Commissioner of Corporate Services/Treasurer, CAO or Council, as appropriate.
- (c) Should the bidder continue to have concerns about the RFT process and is not satisfied with the decision, the bidder may then request, in writing to the Commissioner of Corporate Services/Treasurer, a mediator, to assist in resolving any outstanding issues between the bidder and Niagara Region.
- (d) The recommended mediator will be approved by both the bidder and Niagara Region.
- (e) The mediator shall make his/her best efforts to assist the parties to reach a mutually acceptable solution.
- (f) Costs for the mediator shall be equally shared by Niagara Region and the bidder.
- (g) Any resolution reached through the mediation process shall remain confidential if requested by either of the parties.

PART 3 – TERMS AND CONDITIONS OF THE RFT PROCESS

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

Niagara Region may disqualify a bidder for any conduct, situation or circumstances, determined by Niagara Region, in its sole and absolute discretion, to constitute a Conflict of Interest.

For the purposes of this RFT, the term “Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFT process, the bidder has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of Niagara Region in the preparation of its bid that is not available to other bidders, (ii) communicating with any person with a view to influencing preferred treatment in the RFT process (including but not limited to the lobbying of decision makers involved in the RFT process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the RFT process; or
- (b) in relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the bidder’s other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

For the purposes of section (a) (i) above, bidders should specifically consider whether there were any individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the bid; **AND** (b) were employees of Niagara Region within twelve (12) months prior to the Submission Deadline.

In addition to any other situation that may constitute a conflict of interest, suppliers will not be permitted to submit a bid if the supplier participated in the preparation of the RFT, and any such bid submitted will be disqualified.

3.4.2 Disqualification for Prohibited Conduct

Niagara Region may disqualify a bidder or terminate the Contract (in compliance with the applicable Terms and Conditions) if, in the sole and absolute determination of Niagara Region, the bidder has engaged in any conduct prohibited by this RFT or Niagara Region’s By-law.

3.4.3 Prohibited Bidder Communications

A bidder shall not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Form of Tender (Appendix B).

3.4.4 Bidder Not to Communicate with Media

A bidder may not at any time directly or indirectly communicate with the media in relation to this RFT or any Contract entered into pursuant to this RFT without first obtaining the written permission of the Niagara Region Contact.

3.4.5 No Lobbying

A bidder, including any agent or representative of a bidder, may not, in relation to this RFT or the evaluation and selection process, engage directly or indirectly in any form of political or other

PART 3 – TERMS AND CONDITIONS OF THE RFT PROCESS

lobbying whatsoever to advocate for any interest that may be affected by the RFT process or to influence the outcome of the RFT process.

In accordance with Niagara Region's Procurement By-law:

- (a) "Lobbying" means the advocacy of an interest that is affected, actually or potentially by the procurement process or individuals involved in the procurement process including seeking to influence the outcome of the procurement process or subsequent award of a contract.
- (b) Bidders, their staff members, or anyone involved in preparing a bid, shall not engage in any form of political or other lobbying whatsoever or seek to influence the outcome of the procurement process or subsequent award. This restriction extends to all of Niagara Region's staff and anyone involved in preparing the RFT or participating in the bid evaluation process, and members of Council.
- (c) Niagara Region may reject any bid by a bidder that engages in lobbying, without further consideration, and may terminate that bidder's right to continue in the procurement process.
- (d) During a procurement process, all communications shall be made through the Niagara Region Contact. No bidder or person acting on behalf of a bidder or group of bidders, shall contact any elected official, consultant or any employee of Niagara Region to attempt to seek information or to influence the outcome of the procurement process.
- (e) Elected officials shall refer any inquiries about a procurement process to Niagara Region's Commissioner of Corporate Services/Treasurer.

3.4.6 Illegal or Unethical Conduct

Bidders shall not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Bidders shall not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications, offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of Niagara Region, deceitfulness, submitting bids containing misrepresentations or other misleading or inaccurate information, or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFT.

3.4.7 Past Performance or Past Conduct

Niagara Region may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process. Such inappropriate conduct shall include but not be limited to the following: (a) illegal or unethical conduct as described above; (b) the refusal of the supplier to honour its pricing or other commitments made in its bid; (c) failure to disclose a conflict of interest or (d) any other conduct, situation or circumstance described in Niagara Region's By-law.

3.5 Confidential Information

3.5.1 Confidential Information of Niagara Region

All information provided by or obtained from Niagara Region in any form in connection with this RFT either before or after the issuance of this RFT

- (a) is the sole property of Niagara Region and must be treated as confidential;

PART 3 – TERMS AND CONDITIONS OF THE RFT PROCESS

- (b) is not to be used for any purpose other than replying to this RFT and the performance of the Contract;
- (c) must not be disclosed without prior written authorization from Niagara Region; and
- (d) shall be returned by the bidders to Niagara Region immediately upon the request of Niagara Region.

3.5.2 Confidential Information of Bidder

Bidders are advised that the disclosure of information received in bids or otherwise relevant to the RFT process will be in accordance with the provisions of all relevant access to information and privacy legislation including primarily the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended (“*MFIPPA*”). Bidders should identify any confidential information in their bids. Niagara Region will make reasonable efforts to maintain the confidentiality of such information, subject to its disclosure requirements under *MFIPPA* or any disclosure requirements imposed by law or by order of a court or tribunal. Bidders are advised that their bids will, as necessary, be disclosed, on a confidential basis, to advisers retained by Niagara Region to advise or assist with the RFT process. If a bidder has any questions about the collection and use of personal information pursuant to this RFT, questions are to be submitted to the Niagara Region Contact.

3.6 Reserved Rights, Limitation of Liability and Governing Law

3.6.1 Reserved Rights of Niagara Region

Niagara Region reserves the right to

- (a) make public the names of any or all bidders;
- (b) request written clarification or the submission of supplementary written information in relation to the clarification request from any bidder and incorporate a bidder’s response to that request for clarification into the bidder’s bid;
- (c) assess a bidder’s bid on the basis of
 - (i) a financial analysis determining the actual cost of the bid when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established);
 - (ii) information provided by references;
 - (iii) the bidder’s past performance under previous contracts with Niagara Region;
 - (iv) the information provided by a bidder pursuant to Niagara Region exercising its clarification rights under this RFT process; or
 - (v) other relevant information that arises during this RFT process;
- (d) waive formalities and accept bids that substantially comply with the requirements of this RFT;
- (e) verify with any bidder or with a third party any information set out in a bid;
- (f) check references other than those provided by any bidder;
- (g) disqualify any bidder whose bid contains misrepresentations or any other inaccurate or misleading information;

PART 3 – TERMS AND CONDITIONS OF THE RFT PROCESS

- (h) disqualify any bidder who has engaged in conduct prohibited by this RFT;
- (i) make changes, including substantial changes, to this RFT provided that those changes are issued by way of addenda in the manner set out in this RFT;
- (j) select a bidder other than the bidder whose bid reflects the lowest cost to Niagara Region;
- (k) reject any bid that contains pricing which appears to be unbalanced or unreasonable;
- (l) cancel this RFT process at any stage;
- (m) cancel this RFT process at any stage and issue a new RFT for deliverables the same as or similar to the Deliverables;
- (n) accept any bid in whole or in part; or
- (o) reject any or all bids;

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

3.6.2 Limitation of Liability

By submitting a bid, each bidder agrees that

- (a) neither Niagara Region nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this RFT process including but not limited to costs of preparation of the bid, loss of profits, loss of opportunity or for any other claim; and
- (b) the bidder waives any right to or claim for any compensation of any kind whatsoever, including claims for costs of preparation of the bid, loss of profits or loss of opportunity by reason of Niagara Region's decision not to accept the bid submitted by the bidder, to enter into a contract with any other bidder or to cancel this RFT process, and the bidder shall be deemed to have agreed to waive such right or claim.

3.6.3 Governing Law and Interpretation

The terms and conditions in this Part 3 – Terms and Conditions of RFT Process

- (a) are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive (and shall not be construed as being intended to limit the pre-existing rights of the parties); and
- (c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 3]

APPENDIX A – CONTRACT TERMS AND CONDITIONS

Humberstone LGCCS Operation, Maintenance, and Monitoring means and is comprised of the following documents, which are collectively referred to as the “Contract”:

- (a) the Purchase Order issued by Niagara Region inclusive of the Purchase Order Terms and Conditions found at www.niagararegion.ca/business;
- (b) the **2017-T-09 Humberstone LGCCS Operation, Maintenance, and Monitoring**, including any addenda, (the “Solicitation Document”); and
- (c) all the documentation submitted by the Supplier in response to the Solicitation Document (the “Supplier’s Submission”).

Save as specifically provided below, any ambiguity, conflict or inconsistency between or among the documents comprising the Contract will be resolved by giving precedence to the express terms of the documents in the order in which they appear above, so that a first mentioned document shall prevail notwithstanding any term or aspect of a later mentioned document. Notwithstanding the general precedence provided herein, the terms of this Appendix “A” shall take precedence over the definition of “Contract” contained in the Purchase Order Terms and Conditions noted above.

Similarly, the Insurance Provisions below herein shall take precedence over the Article 6.01 contained in the Purchase Order Terms and Conditions noted above:

F.1 Additional Insurance Requirements

The Supplier shall purchase and maintain at all times during the term of the Contract the insurance coverage listed below:

1) Bidder’s Pollution Liability Insurance

Bidder’s Pollution liability insurance to a limit of no less than TWO MILLION DOLLARS (\$2,000,000) insuring all services and operations of the Bidder for third party liability losses arising from a pollution event performed by or on behalf of the Bidder. The policy shall be endorsed to:

- a) include Niagara Region as an additional insured; and
- b) contain an undertaking by the insurers to give thirty (30) days prior written notice in the event that there is a material change in the foregoing policies or coverage affecting the Additional Insured(s) or cancellation of coverage before the expiration date of any of the foregoing policies

2) Other Insurance

Any other type (e.g. Environmental), form or as otherwise may be required from time to time as identified at any time by either party.

F.2 Construction Lien

Not Applicable

F.3 Contractor Safety Program

The Supplier must comply with Niagara Region's Contractor Safety Program #C3-H17.
The policy and forms can be found on the Region's website at:

<http://www.niagararegion.ca/business/tenders/compliance-with-standards.aspx>

Failure to comply with this policy will result in termination of the Supplier.

APPENDIX B – FORM OF TENDER

1. Bidder Information

Please fill out the following form, and name one person to be the contact for the RFT process and for any clarifications or communication that might be necessary.	
Full Legal Name of Bidder:	
Any Other Relevant Name under Which the Bidder Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (If Any):	
Bidder Contact Person and Title:	
Bidder Contact Phone:	
Bidder Contact Facsimile:	
Bidder Contact E-mail:	

2. Offer

The bidder has carefully examined the RFT documents and has a clear and comprehensive knowledge of the Deliverables required under the RFT. By submitting a bid, the bidder agrees and consents to the terms, conditions and provisions of the RFT, including the Contract Terms and Conditions and offers to provide the Deliverables in accordance therewith at the rates set out in the Pricing Form (Appendix C).

3. Rates

The bidder has submitted its rates in accordance with the instructions in the RFT and in the Pricing Form set out in Appendix C.

4. No Prohibited Conduct

The bidder declares that it has not engaged in any conduct prohibited by this RFT.

5. Conflict of Interest

The bidder has considered the definition of “Conflict of Interest” in Section 3.4 of the RFT and declares that there is no Conflict of Interest relating to the preparation of its bid, and no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFT.

6. Disclosure of Information

The bidder hereby agrees that any information provided in this bid, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The bidder hereby consents to the disclosure, on a confidential basis, of this bid by

APPENDIX B – FORM OF TENDER

Niagara Region to Niagara Region’s advisers retained for the purpose of evaluating or participating in the evaluation of this bid.

7. Bid Irrevocable

The bidder agrees that its tender shall be irrevocable for a period of **ninety (90) days** following the Submission Deadline.

8. Enter into Contract

The bidder agrees that in the event its bid is selected by Niagara Region, in whole or in part, it will enter into the Contract based on the term and conditions set out in Appendix A to this RFT in accordance with the terms of this RFT.

9. Addenda

The bidder is deemed to have read and accepted all addenda issued by Niagara Region prior to the Deadline for Issuing Addenda. The onus remains on bidders to make any necessary amendments to their bids based on the addenda. The bidder is requested to confirm that it has received all addenda by completing the statement below:

The bidder has received **addendum/addenda numbers** [] **to** [], inclusive, and all changes specified therein have been included in the bidder’s pricing.

Bidders who fail to complete this section will be deemed to have received all posted addenda.

Signature of Witness

Signature of Bidder Representative

Name of Witness

Name of Bidder Representative

Title of Bidder Representative

Date

I have the authority to bind the bidder.

ORIGINAL SIGNATURES ONLY; NO ELECTRONIC

APPENDIX C – PRICING FORM

1. Instructions on How to Complete Pricing Form

- (a) Rates shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for Harmonized Sales Tax (HST), which should be itemized separately.
- (b) Rates quoted by the bidder shall be all-inclusive and shall include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery to Niagara Region, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.
- (c) **Regular Time** shall be defined as Monday through Friday, during the normal landfill operating hours (8:00 a.m. to 5:00 p.m.) or as modified by the Successful Bidder's schedule (as approved by the Region), excluding: New Year's Day, Christmas Day, and during other days the landfill is closed.
- (d) **Premium Time** shall be defined as outside of the agreed upon Regular Time and during emergencies and shall be approved by the Region. Emergencies during the normal working hours shall be billed as Regular Time.
- (e) The **Unit Price** under **Bid Items 1.1 through 1.6** shall include all direct and indirect labour and expenses, overhead and profit. All direct expenses shall be included in the unit price include all equipment, supplies, transportation, communications, computers, office support, mail delivery costs, and any other company overhead related to the work
- (f) For further clarity; shop materials (i.e., grease, oil, rags, fasteners, tools, etc.) are considered stocked items and thus, shall be included in the Labour rate or Unit Pricing as bid.
- (g) The Successful Bidder shall have dedicated transportation to travel all areas of the site (i.e. suitable vehicle such as a 4x4 truck or SUV), communication (i.e., cell phones), computing (i.e. lap top computers), repair tools, and LFG monitoring equipment such as PID/FID and other monitoring instruments to complete services as defined in this RFT. Cost associated with these expenses shall be included in the hourly rate for the OM&M of the LGCCS.
- (h) Weekly and Monthly LGCCS Summary Reports, LGCCS Annual Report, and LGCCS end of Contract Report shall include all reporting, recordkeeping, technical and administrative support, and company Quality Assurance, as required under the scope of work.
- (i) Components, parts, and consumables to be installed on Niagara Region -owned system equipment that may be required for routine or non-routine operation, maintenance, and repairs (emergency or scheduled) and that are not supplied to the Successful Bidder by the Region shall be considered "Miscellaneous Materials". Payments of these items shall be completed as per instructions as identified under **Miscellaneous Materials, page 29**.

APPENDIX C – PRICING FORM

2. Evaluation of Pricing

Unit Price will be multiplied by Estimated Quantity to obtain a total Amount in Bid Section 1 and 2. Transfer each Bid Section Total to the Form of Tender – Pricing Page for a final Subtotal for the purpose of evaluation.

3. Pricing Form

1. SERVICES (based on one (1) year contract)					
Item	Description	Unit	Estimated Quantity	Unit Price	Amount
1.1	On-site Technician, Regular Time, per hour, per specifications to provide LGCCS OM&M	Hours	416	\$	\$
1.2	Project Manager, Regular Time, per hour, per specifications to provide LGCCS OM&M	Hours	104	\$	\$
1.3	Weekly Summary Letter Reports, per specifications	Weeks	52	\$	\$
1.4	Monthly Summary Reports, per specifications	Months	12	\$	\$
1.5	LGCCS OM&M Annual Report	LS			\$
1.6	LGCCS OM&M End of Contract Report	LS			\$
1.7	Miscellaneous Materials reimbursed at cost, per specifications				\$10,000.00
TOTAL BID SECTION 1.1 to 1.7 (EXCLUDING H.S.T.) *transfer this amount to Form of Tender – Pricing Page					\$
2. PROVISIONAL ITEMS - Emergency Operations and Repairs					
Item	Description	Unit	Estimated Quantity	Unit Price	Amount
2.1	On-Site Technician – Premium Time, per hour	Hours	100	\$	\$
2.2	Project Manager – Premium Time, per hour	Hours	25	\$	\$
TOTAL BID SECTION 2.1 to 2.2 (EXCLUDING H.S.T.) *transfer this amount to Form of Tender – Pricing Page					\$

FORM OF TENDER – PRICING PAGE

I/We, the undersigned, **having the authority to bind the Company**, certify that I/We have examined the Information to Bidders & General Conditions, Specifications & Scope of Work, and Form of Tender and having attended the Mandatory site inspection on *Wednesday April 12, 2017*, do hereby offer and agree to enter into an agreement with the Regional Municipality of Niagara for operation, maintenance, and monitoring services of the landfill gas collection and control system at the Humberstone Landfill Site in Welland, Ontario as described herein:

Section Number	Description	Extended Total
1.	SERVICES: TOTAL BID SECTION 1.1 to 1.7 (EXCLUDING H.S.T.)	\$
2.	PROVISIONAL ITEMS: TOTAL BID SECTION 2.1 to 2.2 (EXCLUDING H.S.T.)	\$
		Sub Total \$
		HST 13% \$
		TOTAL \$

COMPANY:	SIGNATURE:
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APPENDIX C – PRICING FORM
 LIST OF SUB-CONTRACTORS

LIST OF SUB-CONTRACTORS (If Applicable)

IN THE SPACES PROVIDED BELOW, PLEASE LIST THOSE SUB CONTRACTORS YOU INTEND TO USE:

#	ORGANIZATION	CONTACT NAME	PHONE NUMBER
1.			
2.			
3.			
4.			

COMPANY:	SIGNATURE:
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APPENDIX D – RFT PARTICULARS

A. THE DELIVERABLES

File Transfer Protocol Site (FTP Site)

Appendices G-K can be downloaded from the File Transfer Protocol (FTP) site, using File Zilla software. The details of the FTP site are as follows:

FTP Site: <https://filezilla-project.org/download.php?type=client>

Host: <ftp.niagararegion.ca>

Username: nrpurupload7

Password: kDN6J*EK

The Successful Bidder shall attain familiarity with the LGCCS, by reviewing all relevant information related to LGCCS including but not limited to:

a) Maps (Appendix G)

b) LGCCS Operation and Maintenance Manual; (Appendix H)

c) Landfill Gas Collection and Control Systems Detail Design, Project Specifications and Drawings; (Appendix I)

d) MOECC amended Environmental Compliance Approval (ECA) A120401 and Air ECA 8903-9M2LKA (Appendix J)

e) Spare Parts (Appendix K)

General:

The Successful Bidder shall demonstrate significant experience in the OM&M of landfill gas collection and management systems of size and complexity comparable to the Humberstone Landfill Site LGCCS.

Corporate Experience:

The Successful Bidder shall demonstrate corporate experience with LFG System OM&M and provide references with the names and contact information for which it has operated and maintained landfill gas collection and management systems of size and complexity of the subject system.

Project Manager:

The Successful Bidder's Project Manager shall have extensive LFG System OM&M experience. The Project Manager at a minimum shall be proficient in contract administration, general project administration as well as technically proficient in LFG system design, operation, maintenance, and monitoring.

On-Site Technician:

The Successful Bidder's On-Site Technician shall demonstrate a minimum three (3) years of LFG OM&M hands-on experience on systems of similar size and complexity of the subject system.

APPENDIX D – RFT PARTICULARS

The On-Site Technician shall be able to perform all routine and emergency tasks associated with LGCCS as defined under Sections SERVICES REQUIRED and EMERGENCY SERVICES of this RFT. The On-Site Technician will allow Niagara Region staff to gain knowledge, experience and training by job shadowing the Successful Bidder while performing their duties on the LGCCS.

All personnel changes by the Successful Bidder shall be reviewed and accepted by the Niagara Region in advance.

Location and Description:

The Site occupies an area of approximately 37.8 ha. The Site is actively operated for the disposal of domestic, commercial and non-hazardous solid industrial waste in accordance with the Certificate of Authorization (CofA) issued by the Ontario Ministry of Environment and Climate Change (MOECC) (**Appendix J**), which includes the construction and operation of a LGCCS to collect and combust LFG that is being generated at the Site as a result of solid waste landfilling activities.

During the application process, negotiations were undertaken with the MOE with respect to the proposed construction schedule of the LGCCS. While recognizing the requirement for the LGCCS, the Niagara Region was concerned about the requirement to install the LGCCS in one phase. Based on historic waste operations at the Site, the location of the active filling area, the rate of fill and requirement for a LGCCS, Niagara proposed to the MOE that the LGCCS be installed in three phases. The MOE approved this proposal.

The Niagara Region is currently overseeing the completion of construction for the **Phase 1** of the LGCCS. Commissioning is expected to be complete by **Spring 2017**. The **Construction Administrator is GHD Consulting and the Contractor is Procon Constructors Inc.** A skid-mounted LFG blower will be used to induce a vacuum on the LFG collection system through a series of horizontal collection trenches and LFG header and lateral piping to an enclosed drum flare where the LFG will be combusted.

The LGCCS includes the following components:

- Landfill Gas Collection Field, which consists of:
 - Horizontal Trenches
 - Collection Field Piping (ET1 – ET15)
 - Sub-header Valve Chambers (VC1, VC2, VC3, VC4, VC5)
 - Landfill Gas Header

- Landfill Gas Management Facility, which consists of:
 - Landfill Gas Blowers (2 – 1,200 m³/hr (700 cfm) each)
 - Enclosed Flare (1,200 m³/hr (700 cfm)) – the flare unit incorporates a thermal valve and flashback flame arrestor, propane pilot system, flame scanner, air inlet/temperature control dampers, purge blower, and thermocouples.
 - Monitoring Instrumentation including programmable logic controller (PLC) and supervisory control and data acquisition (SCADA) system, landfill gas (LFG) analyzer. The Successful Bidder will have remote access to the LGCCS SCADA system.
 - Electrical Components including the lighting panels, methane detection system, and system controls
 - LFG Blower Building

APPENDIX D – RFT PARTICULARS

- LFG Analyzer Building
- LFG Electrical Building
- Condensate Handling, which consists of:
 - Condensate Traps (CT1, CT2, CT3)
 - Sealed Condensate Traps (SCT1, SCT2, SCT3)

LGCCS shall include all system components not specifically mentioned, such as conveyance piping, valve boxes, and other equipment, etc.

Additional components or expansions to the LGCCS may occur over time and may include installation of new collection trenches, installation of vertical extraction wells, installation of monitoring probes along perimeter of landfill. Hours may be adjusted up or down based on the addition or deletion of equipment in the system with the permission of the Niagara Region.

SERVICES REQUIRED

The Successful Bidder shall perform LGCCS Operations, Maintenance, and Monitoring (OM&M) services based on 416 hours/ year or an average eight (8) hours per week to be completed during the normal landfill operating hours. The actual number of hours may vary from week to week depending on the tasks at hand. Any hours over the 416 hours/year will be paid at the same rate (Regular Time) and must be approved in writing by the Niagara Region before worked.

The Successful Bidder will develop and submit a routine weekly schedule during which the technician shall be present on site. Emergency services shall be provided on an as needed basis.

The Successful Bidder shall ensure that the LGCCS complies with all operational and record keeping requirements in accordance with MOECC amended Environmental Compliance Approval (ECA) A120401 and Air ECA 8903-9M2LKA (**Appendix J**), other applicable laws, and regulations. The Successful Bidder shall communicate with the Niagara Region closely on all matters and provide readily available solutions to manage LGCCS OM&M.

The Successful Bidder shall operate maintain, and monitor the LGCCS in the most efficient, cost-effective, and safe manner at all times. The Successful Bidder shall have expertise in Landfill Gas Management Systems and shall advise the Niagara Region when necessary on matters related to the LGCCS.

Routine services shall be conducted during normal landfill operating hours Monday through Friday 8 am to 5 pm. Currently, the Site is closed on the following Holidays; Christmas Day, New Year's Day. However, this schedule is subject to change by the Niagara Region. Routine Services is Regular Time.

The Successful Bidder shall designate one (1) key staff personnel (On-Site Technician) and one (1) back up personnel (a backup technician and/or project manager) that shall be capable of performing all tasks in this RFT. **Any staff performing operation or maintenance on the LGCCS MUST be in possession of either of the following certifications, which must be active and in good standing:**

- **TSSA certified Gas/Oil Technician G1, or**
- **TSSA certified Industrial Maintenance Technician (IMT)**

Please see C. MANDATORY REQUIREMENTS

APPENDIX D – RFT PARTICULARS

Landfill Gas Collection Field:

The LGCCS collection field shall be monitored weekly and adjusted a minimum of one (1) time per month or more frequently as necessary throughout the Contract period.

System components shall be observed for proper operation. Minor problems such as damaged or deteriorated monitoring ports, quick-connects or valves, hoses, caulking, etc. shall be repaired/replaced immediately. Details of these repairs shall be reported in the Weekly Summary Letter Reports.

Problems dealing with health and safety, or compliance shall be communicated in writing to the Niagara Region immediately. Other major problems shall be communicated to the Niagara Region in writing within 2 hours of being discovered.

The Successful Bidder shall proceed with corrective actions pending discussion with and receiving written approval by the Niagara Region.

In conjunction with the LGCCS Collection Field monitoring, the Successful Bidder shall conduct a general inspection of the LGCCS components on a routine basis, note problem areas, and advise the Niagara Region of recommended action items.

The Successful Bidder shall maintain a log of all repairs performed and actions taken in maintaining and operating the LGCCS. At each collection pipe in the valve chamber, the Successful Bidder shall measure/observe and record (using a Gem 2000 or comparable monitoring instrument) the following:

- LFG composition (methane quality (% by volume) oxygen (% by volume), carbon dioxide (% by volume), balance gas (% by volume), flow (standard cubic feet per minute), and temperature
- Collection pipe gas pressure
- Header gas pressure
- Collection pipe gas temperature
- Collection piping and seal condition at the landfill surface
- Tightness of bolts and clamps
- Proper valve operation and obstructions in the sampling and testing ports
- Condition of sample ports
- Adjustment and/or replacement of flex joints up to two (2)-inches;
- Other items as deemed necessary by the Successful Bidder or the Niagara Region.

In conjunction with the LGCCS collection field monitoring, adjustments shall be made at each collection pipe to maintain system balance, gas quality, and compliance.

Condensate Traps and Sealed Condensate Traps:

The condensate traps and sealed condensate traps OM&M shall be completed in conjunction with the Landfill Gas Management Facility OM&M and Landfill Gas Collection Field OM&M.

Maintenance and operational adjustments shall be performed as necessary and may include (but not be limited to) adjusting pumps, clearing blockages, and removing water, etc.

The Successful Bidder shall operate the condensate traps and the sealed condensate traps as part of the OM&M of the LGCCS.

APPENDIX D – RFT PARTICULARS

Landfill Gas Header and Sub-Header Valve Chambers:

The landfill gas header valve chamber (IVC-01) and sub-header valve chambers (VC-01 through VC-05) includes headers, valve boxes, and laterals and shall be checked on a weekly basis or more frequently as necessary.

Items to check physically from the surface include but are not limited to: settlement, air intrusion, and blocked or damaged piping, etc.

Landfill Gas Management Facility:

The landfill gas blower and enclosed flare shall be monitored closely and frequently each week. The Successful Bidder will have remote access to the LGCCS SCADA system. The Successful Bidder shall remotely check on the operation of the LGCCS system via the SCADA system daily.

The Successful Bidder shall observe the blower and flare facility components and note conditions.

Minor routine problems such as damaged or deteriorated monitoring ports (quick-connects, labcock valves, etc.) shall be noted during the inspection and corrected immediately. These repairs shall be reported in the Weekly Summary Letter Reports.

Problems that cannot be readily corrected shall be relayed to the Niagara Region's Supervisor of Waste Disposal Operations in writing within 2 hours.

The Successful Bidder shall proceed with correcting any problems after discussing with and receiving direction from the Niagara Region's Supervisor of Waste Disposal Operations, and/or designee.

The Successful Bidder shall measure (and/or observe) and record these items:

- LFG flow reported at existing flow meters
- LFG composition (methane, carbon dioxide, oxygen, and balance gases)
- Main inlet header vacuum and flare inlet pressure
- SCADA control panel status
- Knock-out pot inlet and differential pressure
- Condensate management appurtenances
- Other items as deemed necessary

Test controls and confirm automatic feature functions (i.e., restart, shut-down, dialer call-out) weekly or more frequently, if necessary

Lubricate the blower bearings and drive motor, monthly or more frequently, if necessary, as required by the Manufactures Operation and Maintenance Manual.

Download the recorder data, quarterly or once per recording period, if necessary

Check flare pilot system and pilot gas fuel tank levels, weekly or more frequently, if necessary

Other items as deemed necessary such as coordinate with other LGCCS repair and monitoring contractors

Routine maintenance parts (based on manufacturer's recommendations and/or field experience) shall be initially provided by the Niagara Region. The Sample Parts List is located in **Appendix K** of

APPENDIX D – RFT PARTICULARS

this Tender. The Successful Bidder shall be responsible for maintaining an adequate supply of spare parts as noted in **Appendix K**.

The Successful Bidder shall also be responsible for supplying parts associated with unscheduled or non-routine services. The Successful Bidder shall submit request for and receive Niagara Region approval prior to purchasing these parts. The Niagara Region will cover the cost of these parts once approved. This is described further in section Miscellaneous Materials.

Based on monitoring data at the Landfill Gas Management Facility, adjustments shall be made on a routine basis to increase or decrease flow to maintain LFG quality and provide sufficient vacuum to the LGCCS.

Scheduled routine maintenance shall be based on manufacturer's recommendations as supplied in the OM&M Manual and/or the Niagara Regions and the Successful Bidder's field experience and shall be conducted during the time the Successful Bidder is on site and may include (but not be limited to):

- Cleaning of the flame arrester and knock-out pots
- Combustible gas sensor inspection/calibration
- Testing the blower/flare controls and confirming automatic feature functions, such as automatic start and shut off features

Deliverables and Meetings:

The Successful Bidder shall be responsible for all reporting and record keeping associated with this Contract, including:

- Updating the LGCCS OM&M manual, as needed
- Submitting weekly and monthly letter reports summarizing LGCCS OM&M findings, repairs, and recommendations
- Producing LGCCS collection field performance data required by the ECA, including but not limited to what is to be included in the monthly report
- Producing LGCCS Landfill Gas Management Facility performance data, including but not limited to what is required by the ECA to be included in the monthly report
- Submit an annual report which summarizes all LGCCS OM&M activities and findings for the calendar year. This report is due by March 1 of the following year.
- Submit a final report no later than two weeks of the end of the contract term. The final report shall indicate the status of the Site and LGCCS in order to facilitate future operations. A draft report is to be prepared and submitted a minimum of two (2) months prior to the end of the contract term for final approval for inclusion in subsequent RFT's for the same or similar services. This report shall also include a refined OM&M schedule that was prepared in consultation with Niagara Region staff that defines the portions of the OM&M that will be taken on by Niagara Region staff and those tasks which will be tendered out for the subsequent years.

The Successful Bidder shall collect, record, and maintain the data required for ECA reporting and provide same to the Niagara Region on request.

The Successful Bidder shall routinely communicate with the Niagara Regions Supervisor of Waste Disposal Operations or Designee, as well as attend Quarterly Progress Meetings with the Niagara Region to discuss system and contract performance.

APPENDIX D – RFT PARTICULARS

The Successful Bidder prior to the commencement of this contract shall submit to the Niagara Region the Bidders Standard Operating Procedures for the OM&M of Landfill Gas Management Systems.

Other services may include any and all unscheduled activities to be performed outside of routine maintenance and during emergencies as directed by the Niagara Region. All unscheduled and/or emergency activities that are essential for proper system operation shall be performed by Successful Bidder following notification to and authorization from the Niagara Region.

Following is a list of examples of unscheduled tasks:

- Assistance to the Region during regulatory inspections
- Follow-up monitoring and/or corrective actions related to violations
- Correction of excessive blower vibration
- Minor repairs of broken or leaking piping
- Minor repairs of condensate traps and sealed condensate traps
- Oversight of replacement or addition of extraction wells or collection trenches and piping
- Oversight of repairs required to address localized settlement or erosion requiring filling, re-grading, and vegetative stabilization
- Any minor repairs of Landfill Gas Management Facility components
- Header or lateral re-leveling due to erosion or settlement
- Other items as deemed necessary.

The Successful Bidder shall complete special assignments designated by the Niagara Region such as, studies, plans/drawings and various services related to system repair or enhancement, and operation, maintenance, repair of a future gas utilization system, odor investigations, and oversight of LGCCS repair and monitoring contractors. Special assignments will be at the Niagara Regions cost, but shall use the rates in the Pricing Form, and will be agreed on in writing by the Successful Bidder and the Niagara Region prior to the work being completed.

The Successful Bidder shall order parts and implement necessary minor repairs.

All major repairs, additions and replacements to the landfill gas collection field, landfill gas management facility, and condensate handling systems may be performed by others. The Successful Bidder shall coordinate and oversee the work at the direction of the Niagara Region.

Emergency Services:

Successful Bidder shall be available to respond to emergencies and alarms seven (7) days a week, twenty-four (24) hours per day, three hundred sixty-five (365) days a year.

These services shall include the elimination of imminent safety hazards or the correction of potential or real regulatory violations that may occur with the LGCCS.

The urgent nature of these items is such that response to potential emergencies cannot be scheduled. Accordingly, the Successful Bidder shall be required to respond to these conditions as needed on an event-by-event basis, 24 hours per day, 7 days per week.

Remote response time utilizing a computer shall be within two (2) hours of first notification by the Niagara Region. Physical response time by visiting the Site when necessary shall be within four (4) hours of first notification of the alarm. The Successful Bidder shall coordinate responses to alarms with designated Niagara Region staff.

APPENDIX D – RFT PARTICULARS

If, upon response to an emergency call, the Successful Bidder determines that the facets of the “emergency” do not constitute an immediate safety threat or regulatory violation, the Successful Bidder shall perform only the work required at that time to eliminate any related safety hazard or regulatory violation.

Once the safety hazard or regulatory violation has been mitigated, the Successful Bidder shall then proceed to coordinate and schedule repairs as approved by the Niagara Region.

Emergency work includes events that require immediate response. The Successful Bidder shall try to utilize Region Staff that may be onsite as much as possible prior to making a visit to the Site in order to minimize cost to the Niagara Region. These events could include:

Emergency call-out by the Niagara Region

Repair of main header line breaks (resulting in interrupted gas flow to the Landfill Gas Management Shelter and Facility)

Flare shutdown and restart due to: power failure, loss of flame, blower failure, high temperature

LGCCS problems which result in being out of compliance with any regulatory requirements

Health and Safety:

The Successful Bidder shall comply with all authorities, legislation and codes including: the Employment Standards Act, version 6.0, the Ontario Occupational Health & Safety Act, Environmental Act and Regulations, ANSI/CSA B149.6-15, TSSA-DLB-2012) and any other governing legislation or governing body having jurisdiction over the Work.

In addition, the Successful Bidder shall:

- a. Perform all Work in a safe and professional manner.
- b. Provide and maintain an emergency contact list outside of normal operating hours in case of emergency.
- c. Ensure employees working at the Site have completed health and safety training and operational procedure training.
- d. Submit a Safety Binder (with proper tabs) to the Niagara Region one week before the Contract starting date indicating all training records of employees and provide updated records as required.
- e. Immediately report any accident or near miss, while performing Work as part of this Contract. The Successful Bidder shall then complete and accurately fill out an Accident Report Form supplied by the Niagara Region, and submit report to the Niagara Region by end of day.
- f. Perform any required Health, Safety and Maintenance Inspections and submit Inspection reports as required.
- g. Equip and train employees in the proper use of personal protective clothing and equipment as required. Such protective clothing and equipment includes, but is not limited to, “Green Patch” safety boots, safety eyewear, safety vests, face shields and appropriate safety gloves.
- h. The Successful Bidder shall observe and comply with all relevant environmental, health, and safety regulations and shall obtain and pay for all permits, fees, etc. that may be

APPENDIX D – RFT PARTICULARS

applicable in carrying out the work.

- i. Assist in filing claims for damages done by others parties to the building or equipment.

The Successful Bidder shall submit to the Region their lockout procedures before the start of the contactor as well as follow Region lockout/tagout procedures for any maintenance or any other type of work done on the equipment. The above, requirements relating to workplace safety, shall not be viewed as either the minimum or the maximum.

Damage to Niagara Region Facilities, Buildings, or Grounds:

The Niagara Region shall repair or cause to be repaired at the Successful Bidders own cost any and all damage to Niagara Region facilities, buildings, or grounds caused by the Successful Bidder or employees, subcontractors, or agents of the Successful Bidder. Such repairs shall be made immediately after awareness of damage, or notice by Region, but in no event more than thirty (30) days after the occurrence.

B. MATERIAL DISCLOSURES

Miscellaneous Materials:

Components, parts, and consumables to be installed on Niagara Region -owned system equipment that may be required for routine or non-routine operation, maintenance, and repairs (emergency or scheduled) and that are not supplied to the Successful Bidder by the Niagara Region shall be considered “Miscellaneous Materials”.

Miscellaneous Materials shall be considered a reimbursable expense under the following conditions:

The materials are identified and listed on the quote for that individual project; and

The materials are accepted by the Niagara Region as being required to complete the project; and

The Successful Bidder can provide a receipt from the Successful Bidder’s supplier clearly identifying the material and the unit price charged.

Miscellaneous Materials shall be reimbursed at the Successful Bidders final cost (after all rebates and discounts). The Successful Bidder shall make every effort to obtain the best available pricing for any purchase made on the Niagara Region’s behalf. The Niagara Region shall have the right to review pricing and to require the Successful Bidder to use another source if lower pricing can be found.

The Successful Bidder’s invoice shall itemize each material to be reimbursed and a copy of the invoice from the Successful Bidder’s supplier shall be attached. Items for which an invoice is not available shall not be charged to the Niagara Region and shall be considered as included in the labour rates or unit pricing in this Tender as bid.

C. MANDATORY REQUIREMENTS

1. Form of Tender (Appendix B)

Each bid must include a Form of Tender (Appendix B) completed and signed by an authorized representative of the bidder.

2. Pricing Form (Appendix C)

Each bid must include a Pricing Form (Appendix C) completed according to the instructions contained in the form.

3. Bid Security

Not Applicable

4. AODA Standards of Accessibility Compliance

Information and communications (without limitation, documents, materials and presentations) provided to Niagara Region as part of the Deliverables, which shall be posted to Niagara Region's website shall be provided in an AODA compliant format, specifically without limitation, meaning that the said documents must conform to World Wide Web Consortium Web Content Accessibility Guidelines (WCAG) 2.0 Level AA.

5. TSSA CERTIFICATE

Each bid submission must include one or both of the TSSA Certifications described below. Any staff performing operation or maintenance on the LGCCS MUST be in possession of either of the following certifications, which must be active and in good standing:

- TSSA certified Gas/Oil Technician G1, or
- TSSA certified Industrial Maintenance Technician (IMT)

APPENDIX E – CONDITIONS OF AWARD

The selected bidder must satisfy the following conditions and provide the following information within 14 days of the notice of selection:

1. Certificate of Insurance

The selected bidder must provide Niagara Region with a Certificate of Insurance acceptable to Niagara Region and, if requested by Niagara Region, certified copies of the insurance policies. The Certificate of Insurance must comply with the insurance requirements outlined in the Contract Terms and Conditions (Appendix A) and must be on Niagara Region's form of Certificate of Insurance, which can be found on Niagara Region's website – www.niagararegion.ca/business/fpr/cert-insurance.aspx. If the Certificate of Insurance is provided in a non-original form (e.g. a facsimile, photocopy or scanned electronic copy), the bidder acknowledges and agrees that Niagara Region is fully entitled to treat any such Certificate as an original and that the bidder will be responsible for the accuracy and validity of the information contained therein. If required by Niagara Region, certified copies of all the above-mentioned policies shall be delivered to Niagara Region. All subsequent policy renewals and certificates of insurance thereafter, during the time that the Contract is in force, shall be forwarded to Niagara Region within fifteen (15) days of their renewal date.

2. Workplace Safety and Insurance Board Clearance

The selected bidder shall provide:

- (a) A valid, current Clearance Certificate declaring that the selected bidder is registered with Workplace Safety and Insurance Board ("WSIB"), and has an account in good standing; or
- (b) A Letter of Good Standing issued by WSIB.

If WSIB coverage is not required by law to be carried by the selected bidder, the selected bidder shall provide one of the following (as the case may be):

- (a) An Exemption Letter from WSIB, satisfactory to Niagara Region's Director of Legal and Court Services;
- (b) An Independent Operators Status Certificate issued by WSIB; or
- (c) Such further and other evidence as may be satisfactory to Niagara Region's Director of Legal and Court Services.

In addition to the indemnification provided by the selected bidder elsewhere in this RFT, the selected bidder agrees to indemnify Niagara Region and its respective elected officials, directors, officers, agents, employees, and volunteers, successors and assigns for all losses, claims, expenses (including reasonable legal fees) or other charges related to the selected bidder's status with WSIB.

APPENDIX F – BID IRREGULARITIES

RESPONSES FOR ADMINISTERING IRREGULARITIES CONTAINED IN BIDS

	<u>IRREGULARITY</u>	<u>RESPONSE</u>
1.	Late Bids.	Automatic rejection. Returned unopened to the bidder.
2.	Unsealed Envelopes.	Automatic rejection.
3.	Insufficient Financial Security	
	A) No Bid Deposit, uncertified cheque, or financial security not an original (e.g. a photocopy or a facsimile of a financial security).	Automatic rejection.
	B) Amount of financial security is insufficient:	Automatic rejection.
	i. Amount of security is expressed as a percentage of the total bid sum.	Automatic rejection, unless in the opinion of Procurement and Strategic Acquisitions and Legal and Court Services, the insufficiency in the financial security is de minimus (trivial or insignificant).
	ii. Amount of security is expressed only as a dollar figure.	Automatic rejection.
	C) i. Name or signature of Supplier is missing or incomplete.	Automatic rejection.
	ii. Seal of Supplier is missing or incomplete.	Two (2) working days* to obtain missing or incomplete items.
	D) Name, signature, or seal of bonding company is missing or incomplete.	Automatic rejection.
	E) Failure to provide a letter of agreement to bond (if required).	Automatic rejection.
4.	Bid Document – execution	
	A) Bids completed in erasable medium.	Automatic rejection.
	B) i. Signature of representative authorized to bind the Supplier missing or incomplete on the prescribed form which is to be submitted in response to a Bid Solicitation.	Automatic rejection.
	ii. Electronic signature of representative or absence of corporate seal authorized to bind the Supplier shown on the prescribed form which is to be submitted in response to a Bid Solicitation.	Two (2) working days* to obtain original signature.
	C) Form of Proposal missing or incomplete.	Two (2) working days* to correct to the satisfaction of Procurement and Strategic Acquisitions, otherwise automatic rejection.
	D) Form of Quotation or Tender missing or incomplete.	Automatic rejection.
	E) Signature of witness, if required,	Two (2) working days* to correct, otherwise

APPENDIX F – BID IRREGULARITIES

	IRREGULARITY	RESPONSE
	missing or incomplete.	automatic rejection.
F)	Date of Bid missing or incomplete.	Two (2) working days* to correct, otherwise automatic rejection or, if stated in the Bid Solicitation, automatic rejection.
5.	Incomplete, illegible or obscure Bids or Bids which contain information not called for, erasures, overwriting or strike outs (not initialed).	Two (2) working days* to correct to the satisfaction of Procurement and Strategic Acquisitions, otherwise automatic rejection.
6.	Document, in which all necessary Addenda have not been acknowledged.	Two (2) working days* to confirm Bid to the satisfaction of Procurement and Strategic Acquisitions or, if stated in the Bid Solicitation, automatic rejection.
7.	Failure to attend mandatory site visit (if required).	Automatic rejection.
8.	Bid received on documents other than those provided in the Bid Solicitation.	Automatic rejection, unless allowed for in the Bid Solicitation.
9.	Failure to insert the bidder's business name in the space provided in the Bid Solicitation form.	Automatic rejection unless, in the opinion of Procurement and Strategic Acquisitions and Legal and Court Services, the incomplete nature is trivial or insignificant.
10.	Mathematical errors.	Two (2) working days* to initial the corrections as made by the Corporation. Unless otherwise stated in the Bid, the unit price shall prevail and the total Bid price shall be adjusted accordingly. The Corporation reserves the right to waive initialing and accept Bid as corrected.
11.	Qualified Bids (Bids qualified or restricted by an attached statement).	Automatic rejection
12.	Bids containing minor obvious clerical errors.	Two (2) working days* to confirm Bid to the satisfaction of Procurement and Strategic Acquisitions.
13.	Any other irregularities.	The Director of Legal and Court Services, or Designate, shall have authority to waive other irregularities or grant two (2) working days * to initial such other irregularities considered to be minor.

** Where “working days” specified, this is from the hour the Bidder is notified by Niagara Region staff of the irregularity