



## **REQUEST FOR TENDERS**

**WCO04-22**

**West Coast Organics – Generator**

**Alberni-Clayoquot Regional District**

### **Closing Location**

3008 5th Avenue  
Port Alberni, BC V9Y 2E3

**Submissions Due: October 4, 2022**

**2 PM PST**

**Contact Person: Shane Koren, Procurement Coordinator**

**Email: [procurement@acrd.bc.ca](mailto:procurement@acrd.bc.ca)**

**INTENT:**

The Alberni-Clayoquot Regional District (ACRD) requests tenders from qualified suppliers to provide a 600V 3 Phase Diesel Generator for use at the West Coast Landfill, near Ucluelet.

**SPECIFICATIONS:**

All Tenders must meet the following criteria

- 600 Volt 3 Phase Diesel Generator
- 60-75 KW
- For outdoor use
- Delivery to West Coast Landfill, 1500 Alaska Pine Road, Ucluelet, BC V0R 3A0 (No crane needed)

All Tenders must provide the following information

- Warranty options
- Order timeline

**Definitions and Administrative Requirements:**

## 1. Definitions

Throughout this request for tender, the following definitions apply:

**“ACRD Website”** means the ACRD bids webpage located at <https://www.acrd.bc.ca/bidopportunities>;

**“Contract”** means the written agreement or purchase resulting from this request for tender executed by the Alberni-Clayoquot Regional District and the Proponent;

**“must”, “shall” or “mandatory”** means a requirement that must be met in order for the tender to receive consideration by the ACRD;

**“Proponent”** means an individual or a company that submits, or intends to submit, a tender in response to this request for tender;

**“RFT”** means this request for tender;

**“Should” or “desirable”** means a requirement having a significant degree of importance to the objective of the request for tender;

**“Successful Proponent”** means the successful Proponent to this request for tender who enters into a written Contract with the ACRD;

**“Tender”** means a submission in response to this request for tender;

## 2. Terms and Conditions



The following terms and conditions will apply to this RFT. Submission of a Tender in response to this RFT indicates acceptance of all the terms following this RFT and that are included in any addenda issued by the ACRD.

### 3. Tenders

Proponents are asked to provide tenders that meet all criteria listed under Specifications.

### 4. Changes to Tenders

By submission of a written notice, a Proponent may amend or withdraw its Tender prior to the closing date and time.

The Proponent may not change the wording of its Tender after closing and no words or comments may be added to the Tender unless requested by the ACRD for clarification.

### 5. Proponents' Expenses

Proponents are solely responsible for their own expenses in preparing a Tender. If the ACRD elects to reject all Tenders, the ACRD will not be liable to any Proponent for any claims for costs or damages incurred by the Proponent in preparing the Tender, loss of anticipated profit in connection with a final Contract, costs for returning unopened Tenders, or any matter whatsoever.

### 6. Tender Validity

This offer is irrevocable and open for acceptance for a period of thirty (30) days after the closing date for receipt of tenders. The ACRD reserves the right to accept the offer which it deems most advantageous.

### 7. Firm Pricing

Prices will be firm for the entire Contract period unless this RFT states otherwise.

### 8. Currency and Taxes

Prices quoted are to be in Canadian dollars and inclusive of duty, delivery charges where applicable, and exclusive of GST, as applicable, which shall be shown separately as applicable in the Tender.

### 9. Acceptance of Tenders

This RFT should not be construed as an agreement to purchase goods or services. The ACRD is not bound to accept the lowest priced or any Tender of those submitted. Tenders will be assessed considering the evaluation criteria and the ACRD is under no obligation to receive further information, whether written or oral, from any Proponent.

Neither acceptance of a Tender nor execution of a Contract will constitute approval of any activity or development contemplated in any Tender that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation, or by-law.

The ACRD reserves the right to reject any and all Tenders for any reason or to accept any Tender in whole or in part on the basis of the Tenders received which the ACRD, in its sole unrestricted discretion, deems to be the best value for the ACRD. The lowest or any Tender may not necessarily be accepted.



Proponents acknowledge the ACRD's rights under this clause and absolutely waive any right of action against the ACRD for the ACRD failure to accept their Tenders whether such right of action arises in contract, negligence, bad faith, or any other cause of action.

The ACRD reserves the right to cancel this RFT at any time and for any reason, and will not be responsible for any loss, damage, cost, or expense incurred or suffered by any Proponent as a result of such cancellation.

The ACRD reserves the right to enter into negotiations with one or more Proponents concerning the terms and conditions of the services to be provided, and expressly reserves the right through such negotiations to request changes, alterations, additions, or deletions from the terms of any Tenders received.

The acceptance of any Tender is subject to funding and approval by the ACRD Board of Directors. The ACRD reserves the right to adjust the scope of the work requested to meet available funding.

After acceptance by the ACRD, the successful Proponent will be issued a written notice of award.

The ACRD encourages innovation and welcomes Tenders from all Proponents for the services required in this RFT.

#### 10. Definition of Contract

Notice in writing to a Proponent of the acceptance of its Tender by the ACRD and the subsequent full execution of a written contract will constitute a Contract for the services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

#### 11. Liability for Errors

While the ACRD has made considerable effort to ensure an accurate representation of information in this RFT, the information contained in this RFT is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the ACRD, nor is it necessarily comprehensive or exhaustive. Nothing in this RFT is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFT.

#### 12. Modification of Terms

The ACRD reserves the right to modify the terms of the RFT at any time at its sole discretion. Such modifications will be communicated to all Proponents through formal addenda.

#### 13. Ownership of Tenders and Freedom of Information

The ACRD is subject to the provisions of the Freedom of Information and Protection of Privacy Act. As a result, while Section 21 of the Act does offer some protection for third party business interests, the ACRD cannot guarantee that any information provided to the ACRD can be held in confidence. All quotations, after closing time and date, become the property of the ACRD.

Tenders will be held in confidence by the ACRD, subject to the provisions of the Freedom of Information and Protection of Privacy Act, or unless otherwise required by law. As an exception to the foregoing, Proponents are advised that any contract entered into as a result of this RFT may be subject to ACRD



Board of Directors approval, which may be discussed and voted on at a meeting of the Board that is open to the public. If Board approval is required, aspects of Tenders may be provided to the Board in a publicly available staff report and discussed at a Board meeting that is open to the public.

#### 14. Confidentiality of Information

Information pertaining to the ACRD obtained by the Proponent as a result of participation in this project is confidential and must not be disclosed without written authorization from the ACRD.

#### 15. Conflict of Interest

Tenders will not be evaluated if the Proponent's current or past corporate or other interests are, in the reasonable opinion of ACRD, deemed to be a conflict of interest in connection with this RFT or the activities or mandate of the ACRD.

The ACRD reserves the right to disqualify or reject a tender in whole or in part where the Proponent or its directors, officers, shareholders or any person associated with the Proponent has a claim or has initiated a claim or legal proceeding against the ACRD with respect to any previous contracts, tenders or business transactions or threatened to do so and where this is seen in the sole opinion of the ACRD as creating a conflict of interest between the Proponent and the ACRD.

#### 16. Communication During Procurement Process

Proponents and their respective employees, consultants, agents, advisors, and representatives will not engage in any form of political or other lobbying whatsoever in relation to the RFT or the evaluation process, including for the purpose of influencing the outcome of the evaluation process. Further, no such person (other than as expressly contemplated by this RFT) will attempt to communicate in relation to the RFT, or the evaluation process, directly or indirectly, with any representative of the ACRD, their directors, officer, employee, agents, advisors, or consultants of the ACRD for any purpose whatsoever, including for purposes of:

- a) commenting on, or attempting to influence views on, the merits of the Proponent's Tender, or in relation to Tenders of other Proponents;
- b) influencing, or attempting to influence, the evaluation and ranking of Tenders, the selection of the preferred Proponent, or any negotiations with the preferred Proponent;
- c) promoting the Proponent or its interests in the services, including in preference to that of other Proponents;
- d) commenting on or criticizing aspects of this RFT, the evaluation process or the scope of services, including in a manner which may give the Proponent a competitive or other advantage over other Proponents; and
- e) criticizing the Tenders of other Proponents.

In the event of any lobbying or communication in contravention of this section, the ACRD in its discretion may at any time, but will not be required to, reject any and all Tenders submitted by that Proponent without further consideration.

#### 17. Collection and Use of Personal Information



Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection, use and dissemination of information. This includes resumes and other personal information concerning employees. If the RFT requires Proponents to provide personal information of employees who are included as resources in response to the RFT then Proponents are to ensure that they have obtained consent from each of those employees before forwarding such personal information to the ACRD. Personal Information received by the ACRD with regard to the RFT is done so for the express purpose of evaluating the Tender only and will not be disclosed for any purpose other than as required by law.

18. Trade Agreements

This RFT is covered by trade agreements between the ACRD and other jurisdictions, including the Agreement on Internal Trade and the New West Partnership Trade Agreement.

19. Contract Finalization Delay

If a written Contract cannot be finalized with provisions satisfactory to the ACRD within 30 days of notification of the successful Proponent, the ACRD, may, at its sole discretion at any time, thereafter, terminate discussions with the Proponents and either commence finalization of a Contract with the next qualified Proponent or choose to terminate the RFT process and not enter into a Contract with any of the Proponents.

**SCHEDULE:**

EVENT	ANTICIPATED DATE
Request for Tender is issued	September 22, 2022
Deadline for receipt of questions	September 28, 2022 @ 2:00 PM
Addenda issued (if required)	September 29, 2022
Request for Tender is Closed	October 4, 2022 @ 2:00 PM
Contract Award	October 13, 2022

**TENDER SUBMISSION REQUIREMENTS:**

1. Tender Submission

Proponents submitting their tender on paper must submit the tender in a sealed envelope, clearly marked "Request for Tender WCO04-22 Generator", and directed to Shane Koren 3008 5th Ave, Port Alberni BC, V9Y 2E3.

Proponents may also submit an electronic copy of their Tender to the office of the ACRD to the attention of:

Shane Koren, Procurement Coordinator  
Email [procurement@acrd.bc.ca](mailto:procurement@acrd.bc.ca)  
3008 5th Ave, Port Alberni BC, V9Y 2E3



Tender copies submitted by email must include the subject line “Request for Tender WCO04-22 Generator”. If the Proponent chooses to submit by email the following risks are assumed:

- Delays in delivery
- Rejection of the email
- Emails may be delayed or rejected due to spam, virus software, or malware
- Inboxes may become too full
- The email may be missed and not identified as a submission

Late tenders will not be considered and may be returned to Proponents unopened at the Proponent’s expense subject to the following: the ACRD may elect to accept a late Tender in its discretion (if, for example, no other compliant Tender is received, or, for example, if the Proponent selected fails to execute the Contract as required and no other compliant Tender is received).

The ACRD may waive irregularities or, in consultation with a proponent, clarify or correct any items in a Tender that are illegible or contain arithmetical errors; however, ACRD is not under any duty to do so and Tenders that are unsealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind may, at the discretion of the ACRD, be declared disqualified.

The person(s) authorized to sign on behalf of the Proponent and to bind the Proponent to statements made in response to this RFT must sign the Tender Form. Unsigned tenders will not be accepted.

Proponents shall be solely responsible for the delivery of their Tenders in the manner and time prescribed. All submissions must be delivered according to the instructions herein, and the ACRD will accept no responsibility for documents delivered to other ACRD facilities and, at the discretion of the ACRD, may be declared disqualified.

## 2. Qualified Conditions in Tenders:

Tenders which contain qualifying conditions or otherwise fail to conform to the Tender Submission Requirements may be disqualified or rejected. The ACRD may, however, in its sole discretion, reject or retain for its consideration Tenders which are nonconforming because they do not contain the content or form required by the Tender Submission Requirements or for failure to comply with the process for submission set out in these Tender Submission Requirements.

## 3. Errors in Tenders

Bids that are unsigned, improperly signed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may be rejected at discretion of the ACRD.

## 4. Tender Contents

Proponents are encouraged to keep Tender content clear and concise and specific to the project objectives.

Tenders should refrain from including additional material not specifically requested in the RFT, such as company brochures, practices, or policies, or any other generic information.



Proponents should carefully review the evaluation criteria when preparing their Tender to ensure they receive full consideration during evaluation.

The ACRD requires each Proponent to organize their Tender in the following format and informational sequence:

**Schedule A - Tender Form**

**Generator Information – Full product description**

**Warranty Information**

The information provided in these sections will be used in the evaluation of the Tenders. Proponents whose Tenders meet all the requirements of this RFT will score higher than those Tenders who do not meet all of the requirements of this RFT.

5. Tender Requirements

Proponents must submit their completed Tender on the Tender Form provided on Schedule A, together with:

Generator Information

Warranty Information

6. Enquiries

All enquiries related to this RFT are to be directed by email, no later than September 28, 2022 @ 2:00 PM PST to:

Shane Koren, Procurement Coordinator

[procurement@acrd.bc.ca](mailto:procurement@acrd.bc.ca)

Only enquiries received by email prior to the stated deadline will be addressed. No enquiries received by phone will be answered.

7. Addenda

Addenda may be issued during the Tender period. Addenda will be in written form and posted to the ACRD Website. All addenda become part of the Contract document and must be considered when responding to this RFT. It is the sole responsibility of the Proponent to check for Addenda on the ACRD Website.

Verbal answers are not binding. Only answers posted through written addenda are binding.

8. Disclaimer

Each Proponent is responsible to review and understand the terms and conditions of this RFT, and the scope of work being requested. The ACRD makes no representation or warranty as to the accuracy or completeness of the information contained in this RFT and the Proponent is solely responsible to ensure that it has obtained and considered all information necessary to understand the requirements of the



RFT, and to prepare and submit its Tender. The ACRD will not be responsible for any loss, damage or expense incurred by a Proponent as a result of any inaccuracy or incompleteness in this RFT, or as a result of any misunderstanding or misinterpretation of the terms of this RFT on the part of any Proponent.

#### 9. References

Whereas previous experience with the ACRD is not required and does not in any way confer an advantage, the ACRD's previous experience with the Proponent may also be taken into consideration in its evaluation of Tenders. The ACRD reserves the right to rely upon its records, references, and recollection in this regard. The ACRD may also obtain references other than those provided by the Proponent and may use these references in determining the best value. References for facilities located in BC and in climates like the West Coast are preferred.

#### 10. Tender Evaluation

An evaluation team will evaluate all Tenders received according to the criteria identified in Tender Requirements.

#### 11. Mandatory Requirements

The Tender form shall be signed by Proponent in original handwriting. If the Proponent is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venturer must be included, and each partner or joint venturer must sign personally; if a partner or joint venturer is a corporation then such corporation must sign as indicated below. If the Proponent is a corporation, then the full name of the corporation must be included, together with the names and signatures of authorized signatories. If the Proponent is a sole proprietorship, the Proponent must insert the words "Sole Proprietor" under his or her signature and have his or her signature witnessed.

Proponents must include and fill in all forms as outlined in Schedule A Tender Form.

### **PURCHASE CONDITIONS:**

#### 12. Proponents Responsibilities

The successful Proponent will be responsible for working collaboratively with the ACRD, the ACRD's Engineer's and the Organics Process Equipment Supplier to ensure successful delivery.

#### 13. Dispute Resolution

The Proponent agrees that any dispute that cannot be resolved by negotiation between the Proponent and the ACRD in relation to the executed Contract will be submitted to mediation. The parties further agree that their participation in mediation is a condition precedent to any party commencing litigation in relation to the dispute.

Any party to the dispute may give written notice to the other party of his or her desire to commence mediation, and a mediation session must take place within



[30] days after the date that such notice is given.

The parties must jointly appoint a mutually acceptable mediator. If the parties are unable to agree upon the appointment of a mediator within [7] days after a party has given notice of a desire to mediate the dispute, any party may apply to the Alternative Dispute Resolution Institute of British Columbia (ADRBC), or such other organization or person agreed to by the parties in writing, for appointment of a mediator.

The Proponent agrees that any mediation will be conducted in accordance with the Mediation Rules of the Alternative Dispute Resolution Institute of British Columbia.

The Proponent further agrees to share equally the costs of the mediation, which costs will not include costs incurred by the Proponent for representation by counsel at the mediation.



SCHEDULE "A"

TENDER FORM

**Tenderer's Statement of Understanding**

To: The Alberni-Clayoquot Regional District

**RFT: West Coast Organics – Generator - WCO04-22**

**I/We, the undersigned duly authorized representative**, having received and carefully reviewed all of the Tender documents, including the RFT and any Schedules posted on the Alberni-Clayoquot Regional District Website, and having fully informed ourselves as to the intent, difficulties, facilities and local conditions attendant to provide these goods and services, submit this quote in response to the RFT.

**I/We confirm** that this Tender is accurate and true to best of my/our knowledge.

**This Tender** is submitted this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date



**Schedule of Prices and Timeline**

To the ACRD, the undersigned hereby agrees to execute and provide all the item(s) listed in the following:

**West Coast Organics – Generator**

The following are our tendered prices for the cost of the item(s).

ITEM	DESCRIPTION	QTY	SUB TOTAL (\$ Excluding GST)	GST
N/A	600 Volt – 3 Phase – Diesel Generator	1		
N/A	Delivery to 1500 Alaska Pine Road, Ucluelet, BC V0R 3A0	1		

The following is additionally requested items to be included in in the Tender Form. Please provide full details. If an additional detailed item or warranty package is provided, please note (See additional) in the below sections.

600 Volt – 3 Phase – Diesel Generator	Description
Model	
Prime Rating	
Voltage	
Engine	
Alternator End	

Expected Delivery Date	
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Warranty Details	
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\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date