REGIONAL DISTRICT OF NANAIMO

REQUEST FOR PROPOSALS No. 22-033

TO MANAGE NON-STEWARDED HOUSEHOLD HAZARDOUS WASTE

ISSUED: March 28, 2022

CLOSING DATE AND TIME:
Submissions must be received on or before:
3:00 PM (15:00 hrs) PST on April 28, 2022

Submissions and Questions are to be directed to:
Travis Tanner, Special Projects Coordinator
250-390-4111 X 6144 | ttanner@rnd.bc.ca

Questions are requested at least five (5) business days before the closing date.

A Proponent Meeting will be held virtually on Friday, April 8, 2022, at 10:00 AM. Proponents need to contact Travis Tanner (ttanner@rdn.bc.ca) to receive a meeting invitation.

Proposals will not be opened in public

1. INSTRUCTIONS TO PROPONENTS

1.1 Closing Date/Time/Submission Method

Submissions must be received on or before 3:00 PM (15:00 hrs), Local Time, on April 28, 2022.

Submission Method:

By Email: In PDF format with "22-033 Household Hazardous Waste Program" as the subject line at this electronic address:

ttanner@rdn.bc.ca

Please note: Maximum email file size limit is 20MB, or less. The RDN will not be liable for any technological delays of submissions.

Submissions received in any other manner will not be accepted.

1.2 Amendment to Proposals

Proposals may be amended in writing and sent via email to the RDN contact person identified on the cover page on or before the closing. Such amendments should be signed by the authorized signatory of the Proponent.

1.3 Addenda

If the RDN determines that an amendment is required to this RFP, the RDN will post the addendum on the RDN and BC Bid websites. Each addendum will be incorporated into and become part of the RFP. No amendment of any kind to the RFP is effective unless it is contained in a written addendum issued by the RDN. It is the sole responsibility of the Proponent to check and ensure all amendments are included prior to submitting their final Proposal submission.

1.4 Withdrawal of Proposals

The Proponent may withdraw their Proposal at any time by submitting a written withdrawal email to the RDN contact person identified on the cover page on or before the closing.

1.5 Unsuccessful Vendors

The District will offer debriefings to unsuccessful Proponents, on request, at a mutually agreeable time.

2. INTRODUCTION

The purpose of this Request for Proposal is to solicit submissions from qualified firms for the management of non-stewarded Household Hazardous Waste (HHW) (the "**Material**") through the delivery of services (the "**Services**") that may include the collection, handling, segregating, determination, packaging, storage, manifesting, transportation, treatment, and disposal of accepted wastes, and the provision of material data tracking and documentation supporting materials processing and end-of-life disposal.

The RDN is seeking a 5-year contract for the Services (the "**Contract**"). The Effective Date is the date the Contract is fully executed. The anticipated Contract start date is July 1, 2022.

The final Contract will be developed and negotiated with the Preferred Proponent based on the content from the Preferred Proponent's proposal, including pricing.

3. BACKGROUND

The RDN provides regional governance and services to more than 170,000 people on Vancouver Island's central east coast, covering a large, diverse area of nearly 207,000 hectares with distinct communities that includes the municipalities of Nanaimo, Parksville, Qualicum Beach, Lantzville, and seven unincorporated electoral areas (see APPENDIX 2 [RDN SERVICE AREA MAP]. The RDN provides and coordinates a range of services in both urban and rural areas, depending on local needs. The RDN's responsibilities and services include regional and community planning, transit, liquid and solid waste management, recreation, and parks, building inspection and bylaw enforcement, water and sewer utilities, general administration, and emergency planning.

In BC, the majority of HWW – small quantities of residential, consumer-grade hazardous wastes such as paints, solvents, pesticides, batteries, and used motor oil - are disposed of through a variety of Extended Producer Responsibility (EPR) programs, such as those managed by Product Care Association. These programs place the responsibility for the effective end-of-life management on the consumers and product producers. However, many widely available consumer-grade products, as well as small volumes of commercial-grade products used by residents, are excluded from these programs (*excluded products*). Similarly omitted are *historical products* that were available prior to the implementation of EPR programs, *orphaned products* made by producers who are unidentified or no longer active, and *unknown materials* in non-original containers or containers with illegible or missing labels. These materials cannot be safely disposed of via municipal waste or wastewater infrastructures and alternate disposal options are either unavailable or cost prohibitive.

The RDN acknowledges the need to provide RDN and City of Nanaimo residents with the means to responsibly dispose of these materials. As such, the RDN's 2020 Solid Waste Management Plan, approved by the Minister of Environment and Climate Change Strategy, proposes a collection program which is the basis for this RFP.

4. PROPONENT'S APPROACH TO SERVICES

The objective for the performance of the Contract is to provide RDN and City of Nanaimo residents with an accessible and cost-efficient program to manage non-stewarded HHW. The RDN believes the traditional depot drop-off and collection event models do not offer the most effective program in terms of drop-off access, cost-containment, and education to residents. Instead, the RDN is seeking a program with the following elements:

- The RDN will serve as the initial point of contact for residents and will direct the flow of Materials from residents to the Contractor. In this way, the RDN can identify which materials are accepted under the available programs and provide alternative uses and disposal options.

- The RDN will assign a unique reference number to each product or batch of products to be accepted. The list of materials (the "Material List") and reference number will be provided to the resident and the Contractor and will be used to validate the load at the time of collection. The resident will be provided with Contractor details such as operating hours and contact information.

- The Contractor will accept the Materials associated with the reference number at their locations (locations acting as agents for the Contractor) or through Contractor-arranged pickup, depending on the outcome of this RFP.

The Contractor will arrange for the appropriate management of the Materials including handling, storage, packaging, transportation, treatment, and disposal. The RDN may consider other approaches that may be received as a consequence of this RFP.

Proponents may propose multiple program approaches that would work in tandem with the RDN as the point of contact to deliver the Services. Program approaches should address differences in program parameters, such as:

- program accessibility, such as:
  - collection methods (e.g. customer drop-off or mobile collection)
  - number and type of collection locations (e.g. existing or new facilities, temporary or permanent)
  - hours and days of operation
- subcontracting of the Services
- product recycling and beneficial reuse (if possible)

Proponents will present their approaches using the form described in *Section 2. [Proponent Approaches]* of *Table 1. [Submission Requirements].* Proponents should describe the potential advantages of each approach based on their company's expertise and knowledge of household hazardous waste management. Each program approach should provide costs based on the unit price to manage each type of Material, for example $/L for liquid materials, $/kg for solid materials, $/Cylinder for compressed gases, etc. Pricing instructions and clarifications are provided in *Section 9: Financial Proposal* of *Table 1. [Submission Requirements].*

5. SCOPE OF SERVICES

The Contractor will be responsible for managing the collection and disposal of consumer-grade, non-stewarded HHW products, which includes orphaned, historical, and excluded products, and unknown materials of types listed in APPENDIX 1 [SCHEDULE OF PRICES AND ESTIMATED QUANTITIES]. Proponents should include pricing for all wastes and provide estimates of annual disposal weights and volumes in APPENDIX 1 based on their experience handling non-stewarded HHW products for comparable populations.

In a manner consistent with all applicable laws and regulations, the Contractor may be required to undertake or ensure the undertaking of the following:

(a) Accept Materials from RDN residents in acceptable volumes, at a convenient location(s) (the "Location(s)") and on a regular basis;
(b) Train any person who handles, ships, or carries Materials;
(c) Segregate Materials to minimize the risk of harm to human health and the environment;
(d) Determine the waste class of unknown materials;
(e) Store all collected Materials until the products are transported or disposed of;
(f) Package and transport Materials to a transfer facility or a disposal site(s) and provide documentation on all manifested waste;
(g) Treat and dispose of Materials promptly;
(h) Provide RDN-supplied information to residents about proper handling and disposal of non-program HHW;
(i) Track program data, provide reports, and maintain records related to the operation of the program; and
(j) Obtain any permits, licenses, certificates, or authorizations for the operation of any facilities or vehicles necessary to perform the Services

6. DELIVERABLES AND OUTCOMES

The Contractor will be required to submit to the RDN monthly reports related to the operation of the program that may include:

- type and quantity of materials collected;
- type and quantity of materials beneficially reused or recycled;
- type and quantity of unknown materials determined by chemical analysis;
- number of program participants (residents);
- incident reports of problematic customers; and
- type and quantity of refused loads and materials.

The Contractor may be required to submit an annual summary report.

7. PROPOSAL SUBMISSION

Table 1: Submission Requirements describes the documentation and information that a Proponent should submit to demonstrate they can perform the Services established in the Contract. Fulfilling the Submission Requirements as written ensures the RDN is provided with comparable information upon which to base their evaluation.

Table 1: Submission Requirements

Section 1. Corporate Qualifications and Experience

The Proponent should provide a clear and concise description of the Proponent's corporate structure, history, background, organizational chart, number of employees and their relevant expertise, including confirmation that the Proponent has the requisite registrations and licenses by providing copies of the following:

- BC Ministry of Environment and Climate Change Strategy (MOECCS)
  - Hazardous Waste Transport License, with a full description of the vehicle(s) used for transporting dangerous goods.
  - Facility permits issued under the Environmental Management Act, with a description of facilities.
- Transport Canada
  - Certificates of Training in the Transportation of Dangerous Goods for staff handling the waste.
- Miscellaneous
  - Waste Discharge Authorizations for all disposal sites.
  - Provincial accreditations for any storage site located outside of the province of BC where hazardous waste generated under this Contract will be stored.

The description of relevant expertise should include details on the Proponent's experience undertaking services like the Services described herein. The Proponent should provide details on the size and scope of the Proponent's operations, including the ownership or use of hazardous waste management facilities and hazardous waste disposal sites.

The Proponent should provide no fewer than 3 reference projects with contact details for reference persons, of

similar or greater magnitude as the Contract from current clients

For each reference project, the Proponent should provide the following information:

1. owner or client name, address, contact name and telephone number;
2. description of services provided, including average annual volume of waste collected;
3. approximate annual value of the project; and,
4. use of any subcontractors, if applicable.

The Proponent may provide any additional relevant qualifications and any additional tools, resources or services they or their sub-contractors can provide to the RDN to help improve its non-stewarded Household Hazardous Waste Management Program.

Section 2. Proponent Approaches to Services

The Proponent may multiple approaches for delivering the Services, as described in Section 5. [SCOPE OF SERVICES]. The Proponent should provide a general overview of each approach and may provide an explanation of how each approach will achieve benefits to accessibility and/or cost-efficiency.

Each approach should take the form of a response to Sections 2, 3, 4, 5, and 6 of these *Submission Requirements.* If the Proponent proposes more than one approach, the Section title should be preceded by the approach number, e.g. *Approach 2, Section 4. Start-Up Schedule* etc.

Where information would be duplicated between approaches, the Proponent may refer to the approach, section, and part where the information is initially presented.

Section 3. Subcontractors

If the Proponent intends to use one or more Subcontractor to perform the Services, then for each Subcontractor, the Proponent should describe:

a. the Subcontractors background, organizational chart, number of employees, and their relevant expertise;

b. the Proponent's history of working with the Subcontractor, including any reference projects if applicable; and

c. the roles and responsibilities of the Subcontractor, including the types of Services to be carried out by the Subcontractor.

Section 4. Start-Up Schedule

The Proponent should provide the proposed start-up schedule that establishes out how and by what date the Proponent intends to satisfy the requirements necessary to deliver the Services by the Effective Date. The schedule should include, but is not limited to the following:

1. Siting and preparing a new facility or facilities, or preparing an existing facility or facilities that can be safely accessed by RDN residents to drop off Materials (if applicable);

2. Obtaining all necessary certificates, licenses, permits, contracts, and authorizations required to deliver the Services; and

3. Hiring and training necessary staff.

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Section 5. HHW Collection Sites and Management Facilities

The Proponent should provide a detailed description of all collection sites and hazardous waste management facilities, including:

1. address;
2. hours of operation and proposed times for collection of Materials;
3. the Services to be carried out at that location;
4. other services and/or products available at that location, either to the public or commercially;

Section 6: Collection, Storage, Transportation, and Treatment and Disposal

The Proponent should provide a detailed explanation of how Materials will be safely and efficiently managed under this Contract, including:

1. the method(s) of collecting, handling, and segregating the Materials, including the determination of unknowns;
2. the means of storage for each Material type in APPENDIX 1 and special storage considerations for specific Materials, when applicable;
3. the methods and locations of treatment and disposal (e.g. reused, recycled, fuel blended, neutralized, stabilized, incinerated, landfilled, etc.) for each Materials type.

Section 9: Financial Proposal

The RDN will compensate the Contractor for performing the Services based on the *Material Unit Price* for each Material multiplied by the amount of each Material collected. Each *Material Unit Price* comprised of *its Disposal Cost* and the *Collection Cost*.

- The *Disposal Cost* is the actual per kg/L/item cost to dispose of each Material.
- The *Collection Cost* is the fixed, per kg/L cost to deliver the Services in a turnkey manner, other than the disposal of Materials, which may include, but is not limited to, amounts for materials (including chemical reagents and test kits for the determination of unknown materials), tools, machinery, equipment, overhead, financing, labour, supervision, software, hardware, licenses, transportation, and expenses.

Proponents should fill *Table 1. Schedule of Prices and Disposal Methods* and *Table 2. Explanation of Costs* for each approach in APPENDIX 1 of this RFP. Proponents should provide in *Table 2. Explanation of Costs* sufficient detail to explain any pricing differences between approaches.

Pricing, in Canadian dollars, shall be year to year for the life of the contract, with yearly increases equal to the average BC CPI for the preceding 12-months, starting 14-months from the contract inception date.

8. PROPOSAL EVALUATION

Proposals will be evaluated on the following basis 50% Technical, 50% Financial.

Proposals submitted should be in enough detail to allow the RDN to determine the Proponent's qualifications and capabilities from the documents received. The selection committee, formed at the RDN's sole discretion, will score the Proposals in accordance with the criteria provided.

The RDN may evaluate proposals on a comparative basis by comparing one proponent's proposal to another proponent's proposal. The RDN reserves the right to not complete a detailed evaluation if the RDN concludes the proposal is materially incomplete or, irregular or contains any financial or commercial terms that are unacceptable to the RDN.

The selection committee may proceed with an award recommendation or the RDN may proceed to negotiate with the highest evaluated proponent with the intent of developing an agreement. If the parties after having bargained in good faith are unable to conclude a formal agreement, the RDN and the Proponent will be released without penalty or further obligations other than any surviving obligations regarding confidentiality, and the RDN may, at its discretion, contact the Proponent of the next best-rated Proposal and attempt to conclude a formal agreement with it, and so on until a contract is concluded or the proposal process is cancelled.

The RDN reserves the right to award the assignment in whole or in part or to add or delete any portion of the work. Throughout the evaluation process, the evaluation committee may seek additional clarification on any aspect of the Proposal to verify or clarify the information provided and conduct any background investigation and/or seek any additional information it considers necessary.

9. *PROPOSED PURCHASE CONTRACT*

The final Contract will be developed and negotiated with the Preferred Proponent based on the content from the Preferred Proponent's proposal, including pricing.

10. GENERAL CONDITIONS

10.1 No Contract

By submitting a Request for Proposal and participating in the process as outlined in this RFP, proponents expressly agree that no contract of any kind is formed until a fully executed contract is in place.

10.2 Privilege Clause

The lowest or any proposal may not necessarily be accepted.

10.3 Acceptance and Rejection of Submissions

This RFP does not commit the RDN, in any way to select a preferred Proponent proceed to negotiate a contract or award any contract. The RDN reserves the right in its sole discretion to cancel this RFP, up until award, for any reason whatsoever

The RDN may accept or waive a minor and inconsequential irregularity, or where applicable to do so, the RDN may, as a condition of acceptance of the Submission, request a Proponent to correct a minor or inconsequential irregularity with no change in the Submission.

10.4 Conflict of Interest

Proponents shall disclose in their Proposals any actual or potential Conflict of Interest and existing business relationships it may have with the RDN, its elected officials, appointed officials or employees.

10.5 Solicitation of Board Members and RDN Staff

Proponents and their agents will not contact any member of the RDN Board or RDN Staff with respect to this RFP, other than the RDN Contact named in this document.

10.6 Litigation Clause

The RDN may, in its absolute discretion, reject a Proposal submitted by Proponent, if the Proponent, or any officer or director of the Proponent is or has been engaged either directly or indirectly through another corporation in legal action against the RDN, its elected or appointed officers and employees in relation to:

(a) any other contract for works or services; or
(b) any matter arising from the RDN's exercise of its powers, duties, or functions under the Local Government Act, Community Charter or another enactment within five years of the date of this Call for Proposals.

In determining whether to reject a Proposal under this clause, the RDN will consider whether the litigation is likely to affect the Proponent's ability to work with the RDN, its consultants and representatives and whether the RDN's experience with the Proponent indicates that the RDN is likely to incur increased staff and legal costs in the administration of this Contract if it is awarded to the Proponent.

10.7 Exclusion of Liability

Proponents are solely responsible for their own expenses in preparing and submitting a Proposal and for any meetings, negotiations, or discussions with the RDN. The RDN will not be liable to any Proponent for any claims, whether for costs, expense, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP. Except as expressly and specifically permitted in these Instructions to Proponents, no Proponent shall have any claim for compensation of any kind whatsoever, f participating in this RFP, and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim.

10.8 Ownership of Proposals

All Proposals, including attachments and any documentation, submitted to and accepted by the RDN in response to this RFP become the property of the RDN.

10.9 Freedom of Information

All submissions will be held in confidence by the RDN. The RDN is bound by the Freedom of Information and Protection of Privacy Act (British Columbia) and all documents submitted to the RDN will be subject to provisions of this legislation. The successful vendor and value of the award is routinely released.

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APPENDIX 1

SCHEDULE OF PRICES AND ESTIMATED QUANTITIES

Attached Separately.

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APPENDIX 2
RDN SERVICE AREA MAP

