REGIONAL DISTRICT OF NANAIMO

REQUEST FOR PROPOSALS No. 22-022

Regional Landfill Analytical Services

ISSUED: April 7, 2022

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

Submissions and Questions are to be directed to:
Shane MacLeod P.Ag.
Environmental Technician, Solid Waste Services
T: (250) 722-2044, ext. 3226
Email: smacleod@rdn.bc.ca

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

Proposals will not be opened in public

REGIONAL DISTRICT OF NANAIMO

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 "22-022 Analytical Services**"** as the subject line at this electronic address:

smacleod@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 (www.rdn.bc.ca) and BC Bid (www.bcbid.gov.bc.ca). 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 Regional 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 to secure a contract for water quality laboratory analytical services for a 5-year term for the environmental monitoring program at the Nanaimo Regional Landfill located at 1105 Cedar Road, Nanaimo, B.C. V9X 1K9. Anticipated start date is tentatively scheduled for June 2022 subject to the completion of the RFP process.

3. BACKGROUND

The Regional Landfill is located near the southern border of the City of Nanaimo and is the only landfill site in the region. The Regional Landfill receives more than 58,000 tonnes of waste per year. The Regional Landfill's Environmental Monitoring reflects a comprehensive approach to monitoring, evaluating, and assessing the impacts of landfill operations on the environment.

4. SCOPE OF SERVICES

The Regional District of Nanaimo (RDN) Solid Waste Services is looking to secure a contract for water quality laboratory analytical services on a 5-year term for the environmental monitoring program at the Nanaimo Regional Landfill. Water quality monitoring programs are conducted on a quarterly schedule each year (March, June, September and December) and sampling is conducted over a 2 to 3 week period during each event. Samples submitted for analytical services fall into three categories: groundwater (46 stations), surface water (11 stations) and landfill leachate (4 stations), plus QA/QC samples which include a combination of duplicate samples, field blanks, and travel blanks to achieve a total of 10% QA/QC samples each year.

The successful organization will have a CALA Accreditation and be able to provide water quality analytical services for tests listed in Table 1, and key deliverables which include sample receipt notifications, analytical reports in Microsoft Excel and PDF formats, and EDD files in Microsoft Excel format to enable the data to be imported to our EQWin database. Normal sample turn-around times are preferred however it is desirable to have the option for accelerated sample turn-around times for emergencies or as needed. The successful bidder will have the capacity to handle additional sample submissions on an as needed basis which could include samples of water, wastewater, landfill leachate, or soil (budget for 4 times per year).

A customized Chain of Custody form is needed to enable the EQWin Sample Number to be recorded along with the sample ID/date/time and analytical requests. The EQWin sample number is used to provide a connection between the water quality field parameters and the analytical data, which is received from the lab, and therefore needs to be included in the analytical reports. The field parameters are measured during the field visit to collect samples but are imported to the database separately from the analytical reports. A sample copy of the EQWin EDD file is included in the appendix, and any necessary changes to the format of the form will need to be coordinated with the RDN.

Complete and return with your submission Excel spreadsheet Appendix 1 – Parameters & Questions Tabs 1 & 2. Tabs 3 – 5 are for information purposes only.
Appendix 2 – Sample EDD file is provided for information purposes only

Required Criteria:

1. CALA Accreditation
2. Utilize recognized analytical methods for sample testing
3. Be able to provide water quality analytical services for all the tests listed in Table 1
4. Provide sample bottles, preservatives, and field filtering supplies prior to the start of each monitoring program
5. Sample Receipt notifications
6. Analytical reports provided in Microsoft Excel and PDF formats
7. QA/QC reports included with analytical reports
8. Analytical data provided in custom EQWin EDD format
9. Normal and accelerated sample turn-around times available
10. Capacity for additional sample submission as needed
11. Customized chain of custody form to accommodate the EQWin Sample Number

5. PROPOSAL SUBMISSION AND EVALUATION

To assist in receiving similar and relevant information, and to ensure your Proposal receives fair evaluation, the RDN asks Proponents to provide the following information.

Please include with your proposal:

a) Complete and return with your submission Excel spreadsheet Appendix 1 – Parameters & Questions Tabs 1 & 2. Tabs 3 – 5 are for information purposes only.
b) Appendix 2 – Sample EDD file is provided for information purposes only
c) Brief Corporate background, history, and areas of expertise.
d) Does your firm have CALA Accreditation? Is the laboratory accredited according to ISO/IEC 17025 or equivalent? (Attach a copy of the list of accreditations);
e) Confirm your ability to conduct all water quality analytical services listed;
f) Provide an overview of your quality management process.
g) Provide an overview of your customer service model.
h) Confirm your ability to provide Analytical reports in PDF and as a customized Excel file configured to import data to the RDN's EQWin database;
i) Advise location(s) of Analytical Laboratory(ies) and standard delivery times from the time of pickup from the RDN Landfill to receipt at the identified Laboratory(ies);
j) Advise standard turnaround times from receipt of samples and to produce analytical results in the requested format;
k) Advise if accelerated turnaround times are available;
l) Laboratory to provide sample bottles, preservatives, field filtering supplies, and chain of custody forms in advance of the start of monitoring programs (RDN staff would provide a bottle order request prior to each monitoring program stating the number of samples to be collected).
m) Provide a copy of your standard agreement.

Desired Optional Criteria:

a) Please advise if your proposal includes comparison of water quality analytical results to relevant standards (BC Contaminated Sites Regulation, and BC approved and working Water Quality Guidelines);
b) Please advise if your proposal includes providing a list of water quality exceedances with each analytical report;
c) Please advise if your firm has extended hours for sample reception.
d) Please advise if your firm has a web application to check the status of samples submitted for analyses, view analytical results as they become available, apply regulatory criteria, and download reports.
e) Please advise if your firm provides any additional services which may be beneficial for the water quality programs at the Nanaimo Regional Landfill.

Pricing:

a) Firm pricing is requested for years 1 & 2. Complete Appendix 1, Tab 1. Pricing for years 3, 4 & 5 are subject to mutual written agreement between the parties for each test based on the listed inventory items, including all shipping costs to deliver sample bottles and materials and costs to transport from the RDN Landfill to Laboratory(ies).
b) Pricing is to exclude applicable taxes.
c) The RDN does not pay fuel surcharges or any additional service charges not listed in the submitted pricing.

Proposals will be evaluated on the following basis 60% Technical, 40% Financial.

The lowest price proposal will receive full marks. Other proposals will receive reduced scores based on the proportion higher than the lowest price. i.e. Score = Min Cost/Cost x Fee Points.

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 contain 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.

6. *PROPOSED PURCHASE CONTRACT*

Please submit your standard agreement with your proposal.

7. GENERAL CONDITIONS

7.1 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.

7.2 Privilege Clause

The lowest or any proposal may not necessarily be accepted.

7.3 Acceptance and Rejection of Submissions

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

7.4 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.

7.5 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.

7.6 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.

7.7 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, as a result of participating in this RFP, and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim.

7.8 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.

7.9 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.