



REQUEST FOR PROPOSALS No. 19-068

Regional District of Nanaimo Landfill Geoware Software Upgrade

ISSUED: October 4, 2019

CLOSING DATE AND TIME:

Submissions must be received at the Closing Location on or before:
3:00 PM (15:00 hrs) Local Time on October 11, 2019

Regional District of Nanaimo (RDN) Contact for Questions:

Ben Routledge, Superintendent Scale & Transfer Service, Solid Waste

Telephone: 250-722-2044

Email: BRoutledge@rdn.bc.ca

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

Proposals will not be opened in public



Instructions to Proponents

Closing Date/Time/Location

Submissions must be received at the closing location on or before 3:00 PM (15:00 hrs), Local Time, on October 8, 2019. Submission Method:

1. By Email: With "19-068 Landfill Geoware Software Upgrade" as the subject line at this electronic address:

BRoutledge@rdn.bc.ca

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

Amendment to Proposals

Proposals may be amended in writing and sent via email at BRoutledge@rdn.bc.ca on or before the closing. Such amendments should be signed by the authorized signatory of the Proponent.

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) 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 any and all amendments are included prior to submitting their final Proposal.

Withdrawal of Proposals

The Proponent may withdraw their Proposal at any time by submitting a written withdrawal email to BRoutledge@rdn.bc.ca on or before the closing.

Unsuccessful Vendors

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



1. INTRODUCTION

The purpose of this Request for Proposal is to solicit submissions from qualified firms to upgrade the RDN Geoware System, including the Scalehouse Operations System, and the Management (Admin and Data Warehouse applications) System to Release 14 from Release 12 in a turnkey manner.

Desired completion date is on, or before December 20, 2019. The RDN will work with the successful contractor to finalize an agreeable schedule.

2. GENERAL SCOPE OF SERVICES

To upgrade the RDN Geoware System, including the Scalehouse Operations System, and the Management (Admin and Data Warehouse applications) System to Release 14 from Release 12 in a turnkey manner.

The upgrade will also include;

- Two additional Management System Users
- Integrated Card Payment Module
- Advanced Integrated Video Module
- Configuration and Deployment of the ICP Module
- Configuration and Deployment of the Advanced IVM
- All travel and per diem required to deploy and train on the new system(s).

3. 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:

- Brief company background and experience;
- Nominated Project Manager and experience;
- Brief project plan including timeline to meet desired schedule;
- Project management process to assure quality;
- Copy of your draft services agreement for this assignment;
- Lump sum fee including expenses.

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. $\text{Score} = \text{Min Cost}/\text{Cost} \times \text{Fee Points}$.

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 enter into negotiations 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.

4. PROPOSED PURCHASE CONTRACT

The RDN will review the vendor's proposed service agreement for this assignment and reserves the right to negotiate changes to the terms and conditions.

5. GENERAL CONDITIONS

5.1 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.

5.2 Privilege Clause

The lowest or any proposal may not necessarily be accepted.

5.3 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.

5.4 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.



5.5 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.

5.6 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.

5.7 No Claim for Compensation

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. Proponents agree that by participating in the RFP process they have no claim for compensation.

5.8 Ownership of Proposals & Freedom of Information

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. 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.