



## **Request for Proposals No. 21-031**

### **Dewatering Polymer for Greater Nanaimo Pollution Control Centre**

**Issue Date: May 7, 2021**

**Closing Time and Location:**

Proposals are requested to be received at the Closing Location on or before:

**3:00 PM (15:00 hrs) Pacific Time on May 28, 2021**

**Regional District of Nanaimo (RDN) Contact for Questions:**

Ian Lundman, Superintendent, Wastewater Services

Email: [wwdewpolymer@rdn.bc.ca](mailto:wwdewpolymer@rdn.bc.ca)

**To schedule a Jar Test, please contact:**

Date: May 8 to 27

Location: Greater Nanaimo Pollution Control Centre

Contact: Robert Skwarczynski, GNPCC Chief Operator

Telephone: 250-758-1157

Email: [wwdewpoymer@rdn.bc.ca](mailto:wwdewpoymer@rdn.bc.ca)

**Jar Testing of polymers is mandatory prior to submission**

Questions should be received at least three (3) business days before the closing date.

## TABLE OF CONTENTS

<b>1. Introduction .....</b>	<b>1</b>
1.1 Invitation to Polymer Suppliers .....	1
1.1 Mandatory Jar Testing .....	1
1.2 Term.....	1
<b>2 Instructions to Proponents .....</b>	<b>1</b>
2.1 Closing Time.....	1
2.2 Amendments to Proposals .....	1
2.3 Withdrawal of Proposals .....	2
2.4 Late Submissions .....	2
2.5 Agreement.....	2
2.6 Not a Tender Call .....	2
2.7 Contract for Services .....	2
<b>3. Technical Requirements .....</b>	<b>3</b>
3.1 Deliverables .....	3
3.2 General Specifications .....	4
<b>4. General RFP Terms and Conditions .....</b>	<b>5</b>
4.1 Proposal Preparation Costs .....	5
4.2 Solicitation .....	5
4.3 Confidentiality .....	5
4.4 No Claims.....	5
4.5 Conflicts of Interest .....	5
4.6 No Guarantee of Volume of Work or Exclusivity of Contract.....	5
<b>5. Evaluation .....</b>	<b>6</b>
5.1 Mandatory Submission Requirements .....	6
5.2 Compliance to Technical Requirements.....	6
5.3 Evaluation Team .....	6
5.4 Stage 1 – Ranking of Submissions .....	7
5.5 Stage 2 – Operational Trial .....	7
5.6 Proof of Concept.....	8
5.7 Product Performance .....	8
<b>APPENDIX A – SUBMISSION FORM .....</b>	<b>9</b>

## 1. Introduction

### 1.1 Invitation to Polymer Suppliers

The RDN is requesting proposals from qualified chemical suppliers to supply and deliver dewatering polymer to be used in the centrifuge at Greater Nanaimo Pollution Control Centre during biosolids production.

Greater Nanaimo Pollution Control Centre (GNPCC) treats wastewater from Nanaimo, Lantzville, and the Snuneymuxw First Nation. GNPCC was recently upgraded from primary to secondary treatment. The primary treatment process uses sedimentation tanks. The secondary process is an activated sludge process with bioreactors and secondary clarifiers.

### 1.1 Mandatory Jar Testing

**Jar testing of the polymers at Greater Nanaimo Pollution Centre is mandatory PRIOR to submitting a proposal.**

Jar testing can be scheduled between May 8 to May 27, 2021 by contacting:

Robert Skwarczynski  
GNPCC Chief Operator  
Telephone- 250-758-1157  
[wwdewpolymer@rdn.bc.ca](mailto:wwdewpolymer@rdn.bc.ca)

### 1.2 Term

The contract for supply of the polymer will be for three (3) year term.

## 2 Instructions to Proponents

### 2.1 Closing Time

Proposals are to be received on or before the closing time of 3:00 PM (15:00 hrs), Pacific Time, Friday May 28, 2021:

1. By Email: With "21-031 Wastewater Treatment Polymer" as the subject line to this email address: [wwdewpolymer@rdn.bc.ca](mailto:wwdewpolymer@rdn.bc.ca).

### 2.2 Amendments to Proposals

Proponents may amend their proposals prior to the closing time by sending an email to [wwdewpolymer@rdn.bc.ca](mailto:wwdewpolymer@rdn.bc.ca). Such amendments should be signed by the authorized signatory of the Proponent.

### **2.3 Withdrawal of Proposals**

Responses may be withdrawn before the deadline upon written notice to the RDN Contact for Questions identified above.

Revisions will be accepted providing written notice is given to the RDN Contact for Questions or designate at least twenty-four (24) hours before the closing time.

### **2.4 Late Submissions**

Submissions received after the closing time will not be evaluated.

### **2.5 Agreement**

The successful Proponent agrees that by submitting a Proposal, the Proponent agrees to all the terms and conditions in this Request for Proposals.

### **2.6 Not a Tender Call**

This process is an RFP not a Tender call.

### **2.7 Contract for Services**

The successful Proponent(s) will be expected to sign a Contract for Services. The Contract for Services must be fully executed by both the RDN and successful Proponent prior to commencement to supply and delivery of this product.

The RDN's preferred Contract for Services is provided, and includes the following:

- RDN Supply Agreement
- Technical Requirements (see Section 3.0)
- 5.7 Product Performance.
- Appendix A – Submission Form
- Addenda issued (if applicable).
- Statements of Insurance

## **3. Technical Requirements**

### **3.1 Deliverables**

#### **1. General**

- Products must be compatible with the RDN's existing chemical delivery and mixing equipment.
- Polymers must have been jar test prior to submission at Greater Nanaimo Pollution Control Centre.

#### **2. Product Specifications**

The polymers must meet the following minimum specifications to be considered.

- Shelf Life: Six (6) months minimum.
- No objectionable odour incidental to the storage and handling of the product or with its incorporation into the sludge of the downstream processing.
- Low toxicity with respect to contact with skin and eyes and to accidental ingestion or inhalation.
- Very low to no downstream environmental toxicity in biosolids and wastewater.

#### **3. Chemical Mixing and Delivery Systems**

##### **Dewatering Polymer**

- Dry Dewatering Polymer compatible with the RDN's existing mixing equipment (Velodyne).
- Mixing equipment consists of a dry polymer hopper, feed auger, batch tank / mixer, batch transfer pump, polymer dosing tank, and dosing pump system.
- Dosing pumps utilize make-up water to dose batched polymer to Alfa Laval centrifuge.
- Preferred dry polymer packaging size is in a 750kg super sac.

#### **4. Location**

- Greater Nanaimo Pollution Control Centre, 4600 Hammond Bay Road, Nanaimo, BC.

#### **5. Estimated Annual Quantity**

- Dewatering Polymer current use approximately 39,100 kg annually.

#### **6. Ordering and delivery**

- Product ordered through email should be delivered within 14 days or receipt of order.
- Deliveries will be made between the hours of 8:30 am to 4:00 pm.
- Should there be any delay in obtaining product, the RDN reserves to secure alternative product from any source without waving or voiding the terms and conditions

## **7. Material Disclosures**

Currently, the Regional District is purchasing Dewatering polymer from Waterhouse.

## **8. Spills**

The Proponent is responsible for cleaning up any spills in transport and when offloading the product at the RDN's facilities. The Proponent must meet all requirements of the *BC Spill Reporting Regulation*.

## **9. Transport and Delivery**

The Proponent must comply with all Workplace Hazardous Materials Information Systems (WHMIS) in terms of chemical handling and comply with Transport of Dangerous Goods Requirements (TDG) where applicable when transporting the products to the RDN's facilities.

## **3.2 General Specifications**

The work must be completed in accordance with all applicable federal, provincial, and municipal and local government laws, bylaws, regulations, codes, and standards.

The supplier is responsible for the overall management and administration for supplying the product to the RDN's facilities. Management must include the provision of competent management and administrative staff, appropriate liability insurance, permits, financing and other functions related to the contract administration.

## **4. General RFP Terms and Conditions**

### **4.1 Proposal Preparation Costs**

Unless otherwise indicated, Proponents will be responsible for all costs associated with preparing their proposal, attending the site, accommodations, meals, travel, any meetings, providing RDN staff training, and any negotiations.

### **4.2 Solicitation**

Unless otherwise requested in writing by the designated RDN employee, a Proponent must not contact or communicate with any elected or appointed officer or other employee of the Regional District than the designated RDN employee in relation to the proposal prior to the project award. Any such communication will result in disqualification of the Proponent from further consideration.

### **4.3 Confidentiality**

The Regional District is subject to the provisions of the *Freedom of Information and Protection of Privacy Act*. While Section 21 of the Act does offer some protection for third party business interests, the Regional District cannot guarantee that any information provided to the Regional District can or will be held in confidence. Proponents should indicate what, if any, information it considers to be supplied in confidence.

### **4.4 No Claims**

The Regional District and its representatives, agents, consultants, and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, 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.

### **4.5 Conflicts of Interest**

A Proponent will disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the RDN, its elected or appointed officials or employees. The RDN may rely upon such disclosure. By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to an actual or potential conflict of interest in respect of the RFP.

### **4.6 No Guarantee of Volume of Work or Exclusivity of Contract**

The RDN makes no guarantee of the value or volume of work to be assigned to the successful Proponent(s). The agreement to be negotiated will not be an exclusive contract of the provision of the described Deliverables. The RDN may contract with others for goods and services the same or like the Deliverables or may obtain such goods and services internally.

## 5. Evaluation

The RDN will evaluate proposals in the following stages:

### 5.1 Mandatory Submission Requirements

Proposals not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration.

Proposal must be received before the Closing Time
The Proposal must be submitted on <b>Appendix A – Submission Form</b>

### 5.2 Compliance to Technical Requirements

Compliance to Technical Specifications will be assessed for each Polymer recommended by the Supplier:

Compliance to Technical Specifications (Section 3.0) as determined by the RDN in its sole discretion	Pass/Fail
Polymers must have been Jar Tested by Supplier <b>PRIOR</b> to submission	Pass/Fail

All decisions on the degree to which the polymers recommended meet the stated evaluation criteria, compliance to Technical Specifications, and the scores assigned during the evaluations, are at the sole discretion of RDN. The RDN may disregard a Proposal even if the Proponent presents the lowest proposal value.

### 5.3 Evaluation Team

The evaluation will be undertaken on behalf of the RDN by the Evaluation Team. The Evaluation Team may consult with others including, but not limited to, RDN staff members, third party consultants, and other references, as the Evaluation Team may decide is required, in its discretion.

The Evaluation Team may, at its discretion, request clarifications or additional information from any Proponent with respect to any Proposal. The Evaluation Team may consider such clarifications or additional information in evaluating a Proposal.



## 5.4 Stage 1 – Ranking of Submissions

The following criteria will be used to rank polymers which meet the Technical Requirements identified in Section 3.0:

Criteria	Evaluation Points (%)
Client References	20%
Use of Polymer in Similar Wastewater Applications	30%
Company Experiences and Qualifications	20%
Quality Control and Service Level Commitments	30%

Preference will be assigned to polymers that can be demonstrated to be used in similar process applications to the wastewater treatment system at GNPCC.

## 5.5 Stage 2 – Operational Trial

The RDN will establish a shortlist of polymers based on the Stage 1 evaluation.

Shortlisted polymers will be evaluated in an operational trial in the wastewater treatment process at GNPCC. The number of polymers added to the shortlist will be determined by the Evaluation Team.

Assistance from suppliers may be requested during the trial to help determine the recommended dose.

The RDN will purchase the chemicals needed for this trial. However, suppliers will provide only the chemicals needed for the trial. Suppliers will also permit the RDN to return and be reimbursed for unused chemical at the end of the trial period.

Polymers will be ranked from the operational trial results based on the following criteria:

Criteria	Evaluation Points (%)
Operational Cost (from pricing and recommended dose)	40%
Solids Removal Efficiency	20%
Biosolids and Sludge Consistency	20%
Wastewater Treatment Process Impact	20%

The RDN may enter into an agreement with one or more suppliers which receive the highest ranking in the evaluation.

## **5.6 Proof of Concept**

Polymers will be tested for an additional 2 weeks following both stages of the evaluation process to optimize the polymers to meet the minimum sludge cake percent solids of twenty-two (22) percent and clean centrate. In the event, testing shows the product as failing to meet the stated standard and Supplier is unable to resolve the issue to the RDN's satisfaction, the Regional District may move on to the next ranked Proponent without further liability, damage, or cost to the RDN.

## **5.7 Product Performance**

(i) If during the Contract term, the polymer is found to be losing its' effectiveness and/or product dosage increases to a level that is unacceptable to the Regional District, the Supplier will make every effort to improve such performance within 14 days of notification.

(ii) Any product substitution suggested by the incumbent supplier will perform equal to and/or better than the initial full-scale evaluation or baseline performance. Additionally, any product substitution will be formally pre-approved by the Regional District and supplied and the unit price in effect at the time of contract issuance.

(iii) If the substitute cannot be supplied at the same cost or a more effective polymer cannot be found, the Regional District will have the right to contact other Suppliers to supply effective polymer.

BETWEEN: \_\_\_\_\_ (the "Supply Contractor")

AND: Regional District of Nanaimo (the "RDN")

THIS AGREEMENT WITNESSES that the Supply Contractor and the RDN agree as follows:

1. The Supply Contractor shall provide all labour, equipment, and materials required to supply and deliver the Product ("Dewatering Polymer") to Greater Nanaimo Pollution Control Centre located at 4600 Hammond Bay Road, Nanaimo, BC, Canada within the required time and delivery location, as identified the Contract Documents.
2. Shipping Terms: Freight on Board (FOB) destination, freight prepaid and allowed.
3. The RDN shall pay the Supply Contractor the Contract Price, as required by the Contract Documents.
4. The Contract Price shall be the sum in Canadian Dollars of the following:

(a) the Proposal Price, \$ \_\_\_\_\_/kg  
and

The Contract Price shall be the entire compensation owing to the Supply Contractor by the RDN for the Product and shall cover and include necessary costs including but not limited to all supervision, labour, materials, Supply Contractor's Plant and Equipment, overhead, profit, financing costs, duty, shipping charges, fabrication and finishing, conveyance and delivery, packing, crating, freight, cartage, off-loading, drafting charges, tariffs, warranty and all other costs and expenses whatsoever incurred in performing the Contract.

Except for the amounts which the RDN in good faith is disputing and except for any set off which the RDN may claim and except for invoices (or portions of invoices) in respect of which the RDN has requested and not received supporting evidence, the RDN shall pay invoices submitted to it for the Services within 30 days' receipt thereof.

3. The term of a Contract shall commence on or about 2021 and expires , 2024 unless terminated or cancelled. Firm pricing is for the entire Contract Term.
4. The Supply Contractor shall supply and deliver the Product to the Delivery Point no later than 2 weeks from receipt of order. Deliveries will be made between the hours of 8:30 am to 4:00 pm. Should there be any delay in obtaining Product, the RDN reserves to secure alternative product from any source without waving or voiding the terms and conditions.

5. The Contract Documents shall form a part of this Agreement as though recited in full.
6. The Contract supersedes all prior negotiations, representations, or agreements, whether written or oral and is the entire agreement between the RDN and the Supply Contractor with respect to the subject matter of this Agreement.
7. The Supply Contractor shall not assign the Contract, or any portion of the Contract, or any payments due or to become due under the Contract, without the express written consent of the RDN.
8. No action or failure to act by the RDN or an authorized representative of the RDN shall constitute a waiver of any right or duty afforded any of them under the Contract or constitute an approval or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
9. This Agreement shall enure to the benefit of and be binding upon the RDN and the Supply Contractor and their respective heirs, executors, legal representatives, successors and permitted assigns. In the event of more than one person being the Supply Contractor, the grants, covenants, provisos and claims, rights, powers, privileges, and liabilities shall be construed and held to be several as well as joint.
10. Time shall be of the essence of this Agreement.
11. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.
12. The Supply Contractor will comply with all applicable federal, provincial, and municipal and local government laws, bylaws, regulations, codes, and standards.
13. The Supply Contractor will comply with all Workplace Hazardous Materials Information Systems (WHMIS) in terms of chemical handling and comply with Transport of Dangerous Goods Requirements (TDG) where applicable when transporting and delivering Product to the RDN's facilities.
14. The Supply Contractor is responsible for cleaning up any spills in transport and when offloading Product at the RDN's facilities. The Supply Contractor must meet all requirements of the *BC Spill Reporting Regulation* in the event of a spill.

15. The Supply Contractor will ensure that the Product meets the requirements identified in Section 3.0 Technical Requirements of the *GNPCC Dewatering Polymer Request for Proposals issued in May 2021* (attached as Appendix A).
16.
  - (i) If during the Contract term, the Product is found to be losing its' effectiveness and/or product dosage increases to a level that is unacceptable to the RDN, the Supply Contractor will make every effort to improve such performance within 14 days of notification.
  - (ii) Any Product substitution suggested by the incumbent supplier will perform equal to and/or better than the initial full-scale evaluation or baseline performance. Additionally, any product substitution will be formally pre-approved by the RDN and supplied and the unit price in effect at the time of contract issuance.
  - (iii) If the substitute cannot be supplied at the same cost or a more effective Product cannot be found, the RDN have the right to contact other vendors to supply effective Product.
17. The Supply Contractor shall arrange commercial general liability coverage in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, death, or property damage, including coverage for loss of use. Such policy shall include the Regional District as an additional insured.
18. This agreement may be cancelled by either party for any reason without cause or penalty upon sixty (60) calendar day's written notice.

If this option is exercised, the RDN will be under no further obligation to the Supply Contractor, except to pay the Supply Contractor such amount as the Supply Contractor may be entitled to receive for services properly performed and provided to the date notice is given to the Supply Contractor.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as follows:

REGIONAL DISTRICT OF NANAIMO

by its authorized signatory on \_\_\_\_\_ day of \_\_\_\_\_, 2021 (the date of Agreement):

SIGNED on behalf of the Regional District of Nanaimo by:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[SUPPLY CONTRACTOR'S NAME]

by its authorized signatory on \_\_\_\_\_ day of \_\_\_\_\_, 2021:

SIGNED on behalf of the Supply Contractor by:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_