



Request for Proposals No. 21-060

**Beneficial Use Program for Class B Biosolids from
Greater Nanaimo Pollution Control Centre**

Issue Date: July 15, 2021

Closing Time and Location:

Proposals must be received at the Closing Location via email to wwbiosolids@rdn.bc.ca on or before:
3:00 PM (15:00 hrs) Pacific Time on August 6, 2021

Regional District of Nanaimo (RDN) Contact for Questions:

Adrian Limpus
Email: wwbiosolids@rdn.bc.ca

Questions must be received at least five (5) business days before the closing date.

Non-Mandatory Site Meeting

Scheduled at 1:00 PM (13:00 hrs) Pacific Time on July 27, 2021
at the Greater Nanaimo Pollution Control Centre (GNPCC),
4600 Hammond Bay Road, Nanaimo, BC, Canada

Attendees must register in advance by 3:00 PM (15:00 hrs) Pacific Time on July 23, 2021
by email to wwbiosolids.rdn.bc.ca.

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1. Introduction

The purpose of this Request for Proposals (RFP) is to solicit submissions from qualified firms to provide a biosolids management program (the “**Beneficial Use program**”) that will:

- Manage Class B biosolids produced by the Greater Nanaimo Pollution Control Centre (GNPCC) over the next 5 years.
- Use biosolids in a way that is considered a beneficial use by the Ministry of Environment and Climate Change Strategy (“the Province”). The Province has produced a [biosolids infographic](#) and [biosolids management options sheet](#) to consider the beneficial use alternatives in BC.
- Provide equipment necessary for the collection of biosolids at GNPCC prior to transport.
- Provide a contingency plan to handle biosolids if the main Beneficial Use program site is not accessible or available. This could include temporary storage or a second beneficial use site.
- Remove and transport Class B biosolids from GNPCC to the Beneficial Use program site or the contingency site.
- Meet all regulatory requirements including those in the *Organic Matter Recycling Regulation*, B.C. Reg. 18/2002 (the “**Organic Matter Recycling Regulation**”).
- Use the advantageous qualities of biosolids to avoid biosolids disposal at the Regional Landfill and be environmentally sound and economically viable.

Through this RFP process, the RDN is seeking to enter a long-term contract for the Services (the “**Contract**”) with an experienced, qualified contractor (the “**Contractor**”) to perform the Services as provided herein. A draft version of the anticipated form of Contract is attached in Appendix 3.

The proposed Beneficial Use program must be able to begin no later than January 31, 2022. The term of the Contract is identified in Section 3.4.

2. Background

GNPCC is located at 4600 Hammond Bay Road, Nanaimo, BC, Canada and treats wastewater from approximately 100,000 people and businesses from the City of Nanaimo, District of Lantzville, and Snuneymuxw First Nation lands. GNPCC also treats solids from Duke Point Pollution Control Centre. In September 2020, GNPCC was upgraded from a primary treatment facility to a secondary treatment facility using an activated sludge process with bioreactors and secondary clarifiers.

Municipal wastewater treatment produces treated effluent, biogas, and solids. Each product can be reused for a beneficial outcome and a smaller discharge to the environment, similar to how recycling and composting can divert solids waste from the landfill. Solids from the treatment process are stabilized in anaerobic digesters to meet Class B biosolids quality standards in the *Organic Matter Recycling Regulation*.

GNPCC will produce between 5,000 and 7,000 tonnes per year of dewatered Class B biosolids. The consistency of the biosolids is similar to moist topsoil. The total solids content is approximately 21% with a bulk density of approximately 1,000 kg/m³. 2020 GNPCC biosolids quality and production data are provided in Appendix 1 for reference.

Biosolids are currently collected in 30-yard Roll Off bins that are removed once or twice a day. There is no capacity to store biosolids at GNPCC or other RDN facilities.

Biosolids are currently weighed at GNPCC on a scale set up for use with Roll Off bins. The RDN can forward these weights to the Contractor, monthly, as a delivery record.

2.1 Anticipated Schedule

The following table shows the RDN’s anticipated schedule. This timeline is subject to change at the RDN’s sole discretion.

Event	Date
Non-Mandatory Site Meeting	July 27, 2021
RFP Closes	August 6, 2021
Notification of Award	September 30, 2021
Anticipated Commencement of Services	No later than January 31, 2022

3. Scope of Services

3.1 Biosolids Management

The Contractor will provide the RDN with a Beneficial Use program as defined in Section 1. The Beneficial Use program will include ancillary items related to providing the Beneficial Use program including:

- Supplying all equipment, materials, supplies, labour, and supervision necessary to operate and manage the Beneficial Use program and contingency plan.
- Providing qualified and competent management and administrative staff for the Beneficial Use program.
- Obtaining the required insurance coverage and WorkSafeBC coverage.
- Obtaining financing, if necessary, and other functions related to the Contract administration.

3.2 Biosolids Transportation

As there is no ability at GNPCC to store biosolids on site, timely removal and transport of biosolids is essential for the operation of the GNPCC. The Contractor and/or its subcontractor responsible for transport of biosolids (the “**Transporter**”) will remove loads of biosolids from GNPCC on an as-required basis according to the RDN’s operational requirements. With the current Roll Off bins, biosolids removal is required seven days a week. In general, up to two bins are removed per day. The scope of services requires regular work on weekends and statutory holidays.

RDN operations personnel will schedule biosolids pickups, either on the same day or the previous day, for pickup between the hours of 8:00 AM to 4:30 PM. The Transporter will do everything necessary to meet the pickup times requested by treatment plant operations and perform the work to the satisfaction of the RDN.

Should a pickup schedule change be required, the Transporter will notify RDN staff as soon as possible. It is very important for the operation of treatment plants that the Transporter arrives at the scheduled time and biosolids are removed. In no cases will pickups occur more than 30 minutes after the scheduled time.

The Transporter's truck drivers will work in cooperation with RDN wastewater operations personnel and will follow established procedures to measure the weight of biosolids and to load biosolids on to their trucks.

There is a weigh scale at the GNPCC that can be used to weigh all biosolids hauled from the GNPCC by the Transporter; however, if the Contractor's Services necessitate some other means of measuring the biosolids, the Contractor must provide its own equipment and means of measuring the biosolids, which must be capable of being inspected or otherwise being verified for reliability by the RDN.

The Contractor must permit RDN operations personnel to direct the Transporter to schedule removal of biosolids. The RDN will be provided the authority to discuss ongoing concerns that may arise with the Transporter. The Transporter must remediate any issues or concerns that arise from these discussions in a timely manner. The responsibility for all biosolids shall transfer from RDN to the Contractor when containers containing biosolids at GNPCC are securely loaded on or attached to the Contractor's trucks.

If the Transporter fails to remove the biosolids and, as a result, there is a risk to the continuity of GNPCC operations (as determined at the RDN's sole discretion), the RDN will be allowed to retain another firm to remove and dispose of biosolids at the RDN Cedar landfill. All reasonable costs associated with this action including landfill tipping fees will be the responsibility of the Contractor.

Roll Off bins and/or other equipment used for the collection of biosolids at GNPCC prior to transport will be provided by the Contractor. Roll Off bins and/or other proposed equipment proposed to be installed or used during the Contract must be compatible with the existing equipment and buildings at GNPCC.

Installation of equipment at GNPCC will be require review and approval by the RDN operations and engineering departments. Information requested during this review will be responsibility of the Contractor to provide. All costs associated with this review or modifying RDN facilities will be the responsibility of the Contractor and included in the unit price. Award of the Contract is contingent on this approval.

3.3 Schedule

The Beneficial Use program must be able to commence biosolids transportation and acceptance of biosolids deliveries at the Beneficial Use program no later than January 31, 2022. The date that the first delivery of biosolids is accepted at the Beneficial Use program is herein defined as "**First Haul Date**".

3.4 Term

The term of the Contract will commence upon execution of a written agreement between RDN and the Contractor and continue for 5 years after the First Haul Date, with an option for RDN to extend

the Contract for an additional 5 years. The Regional District shall not incur any liability should it choose not to exercise its exclusive option to renew the Contract.

3.5 Capacity

The RDN will provide an assurance that at least 5,000 tonnes (wet weight) of biosolids will be available to the Contractor for transport from GNPCC. If the minimum tonnage is not available for any reason, either the RDN or the Contractor may require the other party to renegotiate terms of the contract. The program proposed by each Proponent must have the capacity to handle the anticipated production from GNPCC over a five-year term after the First Haul Date. GNPCC currently produces up to 7,000 tonnes of Class B Biosolids.

3.6 Regulatory Compliance

The Contractor will be responsible for all regulatory reporting for the Beneficial Use program and for meeting all the requirements in the *Organic Matter Recycling Regulation*. Regulatory reporting and confirmation of Beneficial Use of biosolids must be completed by a Qualified Professional as defined in the regulation (“**Qualified Professional**”).

The work must be completed in accordance with all other applicable federal, provincial, and municipal and local government enactments and standards.

The Contractor will also comply with all statutory occupational health and safety requirements under or in connection with the *Workers Compensation Act* and *Occupational Health and Safety Regulation* in performance of the Services and the Contractor represents and warrants to the Regional District that it follows all requirements of the *Workers Compensation Act*, including with respect to registration and payment of assessments. The Contractor must also always comply with all site-specific safety and personal protective equipment (PPE) requirements.

3.7 Environmental Management System

The Contractor must comply with environmental requirements of the RDN’s Wastewater Service’s Environmental Management System certified to the ISO 14001:2015 standard. These requirements are specified in the department’s Contractor-Supplier Package which must be signed by the successful Proponent. This package can be found on the RDN website at: rdn.bc.ca/wastewater-contractor-supplier.

3.8 RDN Site Tours and Inspections

The Contractor will accommodate the RDN’s requests for site tours and inspections. Except in the case of emergency, notification of a planned site tour or inspection will be given a minimum of one week in advance so the Contractor’s representatives can arrange to be present.

3.9 Communications Plan

The Contractor will implement a Communications Plan for their Beneficial Use program which will include the following:

- Consultation and communications to support public acceptance of the proposed program (initially and over the course of the contract).
- Management of media inquiries. Media inquiries are to be reported via telephone and/or email to the RDN within four (4) hours of receipt.
- Management of complaints related to the Beneficial Use program. All complaints must be reported to the RDN within 72 hours along with the response and/or corrective actions to address the issue. The RDN will evaluate whether the response was satisfactory and may require further actions in relation to the issue.
- Public relations material and website content (rdn.bc.ca/biosolids) to proactively inform the public of the program. This content will be reviewed and updated annually.
- Communication protocols between the Contractor and the RDN.
- First Nations communications and engagement strategy.

Any updates to the Communications Plan during the term of the Contract must be approved by the RDN.

3.10 Contingency

At all times during the Term, the Contractor shall maintain a contingency plan (“**Contingency Plan**”) approved by the RDN indicating the alternative management measures to be undertaken and site(s) to be used if the primary Beneficial Use site is not accessible or available for any reason. The Contractor will be responsible for managing biosolids according to the Contingency Plan at no additional cost to the RDN.

If the both the primary Beneficial use site and management through the Contingency Plan are not accessible or available for any reason, the Contractor will be responsible for covering costs of disposal at the RDN Landfill at 1105 Cedar Road or another disposal site pre-approved by the RDN.

In the infrequent event that RDN biosolids do not meet Class B quality standards, the Contractor must deliver biosolids to the RDN Regional Landfill or another disposal facility approved by the RDN. Landfill tipping fees and the percentage of the unit price paid on delivery (50%) would be the responsibility of the RDN in this event.

3.11 Temporary Storage

The Contractor is responsible for temporary storage of biosolids at the Beneficial Use program prior to end use. Temporary storage must meet requirements in the *Organic Matter Recycling Regulation*.

3.12 Spills

The Contractor must immediately notify the RDN of spills of RDN biosolids or any other reportable substance. Clean-up of these spills will be the financial responsibility of the Contractor. The Contractor must report major spills to the RDN and Emergency Management British Columbia and follow all the requirements.

All minor spills of biosolids at GNPCC and other RDN facilities or on route must be cleaned up immediately. The Contractor must follow established RDN procedures and contact protocol related to biosolids spill reporting.

3.13 Odour Management

The Contractor will implement an Odour Management Plan for their Beneficial Use program which identifies the storage and handling of biosolids, and the management of any subsequent odours generated during all aspects of the program. Any updates to the Odour Management Plan during the term of the Contract must be approved by the RDN.

3.14 Reporting

The Contractor must provide regular reports to the RDN including:

- Monthly Operations Reports
- Evidence of all regulatory permits and reporting
- Confirmation of beneficial use by a Qualified Professional (to be provided with invoices)
- Annual Report
- Annual Meeting

Monthly Operations Reports

Monthly operations reports may be provided by email. These reports will identify:

- Records of operations.
- Summary of quality and environmental monitoring results.
- Summary of any site issues and resolution of issues.
- Summary of communications and resolution of issues.
- Updates to regulatory permitting and reporting.
- Summary of beneficially used biosolids.

Annual Report

Annual Reports will be prepared on the Contractor's behalf by a Qualified Professional. The first annual report will be submitted in January 2023. Subsequent reports will be submitted by the end of January each year and the last annual report will be submitted within 30 days of the end of the term of services. The annual report will include:

- Summary of operations.
- Volume of Class B biosolids handled at the site for the year.
- Volume of biosolids products produced, if applicable (e.g., BGM, Class A Compost).
- Volume of biosolids or biosolids products stockpiled.
- Volume of biosolids or biosolids beneficially used.
- Land application maps, if applicable.
- Summary of use of the Contingency Plan or site.
- Summary of activities related to the communications plan and First Nations communications

and engagement strategy.

- Summary of environmental incidents and corrective actions.
- A summary of sustainability activities and carbon accounting completed for the year.
- Interpretation by a Qualified Professional of the impacts/benefits of biosolids on the environment.
- Compliance letter(s) prepared by a Qualified Professional following land application of biosolids
- A MS Excel database of laboratory results related to regulatory requirement.
- Reports from the Qualified Professional.

Annual Meeting

The Contractor will coordinate an annual meeting on the biosolids management program to discuss progress, identify any concerns, and to discuss plans for the following years' activities. This meeting could be virtual or in person, at the Contractor's discretion. The annual meeting will be scheduled each February, starting in 2023.

3.15 Payment and Invoicing

The Contractor will be solely responsible for invoicing the RDN ensuring to include the RDN's Purchase Order number on all invoices to assure timely payment. All invoices shall be subject to prior review and approval by the RDN and approved invoices will be paid on a net 30 days' basis from date of receipt unless otherwise agreed to in writing.

Invoices must be provided monthly based on the agreed upon per tonne rate. Biosolids rates will be paid in two components provided the conditions for each component are met:

- 1) 50% upon biosolids being hauled away from GNPCC ("**Transport Component**"); and
- 2) 50% after confirmation that biosolids have been Beneficially Used by a Qualified Professional under the *Organic Matter Recycling Regulation* ("**Use Component**").

For certainty, if certain biosolids are hauled away but have not been certified as being beneficially used for any reason whatsoever on the date of the invoice, the Contractor may charge RDN for the Transport Component but must not charge RDN for the Use Component and, if charged, RDN has no obligation to pay for the Use Component.

Beneficial use certification acceptable to the RDN includes a written statement signed by a Qualified Professional that identifies, at minimum:

- a) The volume of GNCPC Class B Biosolids managed;
- b) That the volume listed in item a) above was used in a way that is considered a beneficial use by the Province; and
- c) All regulatory requirements were met for items a) and b).

4. Procurement Process

4.1 Contact Person

The contact person for this RFP is (the “**Contact Person**”):

Adrian Limpus

E-mail: wwbiosolids@rdn.bc.ca

The Contact Person may delegate the authority granted to the Contact Person pursuant to this RFP.

4.2 Submission Method

Proposals are to be received on or before the Closing time of 3:00 PM (15:00 hrs), Pacific Time on August 6, 2021 by Email and should be identified with “21-060 Beneficial Use Program for Class B Biosolids from GNPCC” as the subject line to the following email address: wwbiosolids@rdn.bc.ca.

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

Submissions received in any other manner will not be accepted.

4.3 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 need to be signed by the authorized signatory of the Proponent.

4.4 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 all amendments are included prior to submitting their final Proposal submission.

4.5 Withdrawal of Proposals

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

4.6 Unsuccessful Vendors

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

4.7 Non-Mandatory Site Meeting

There will be a non-mandatory site meeting on July 27, 2021 at 1:00 PM (13:00 hrs) Pacific Time to clarify the Scope of Work and answer any questions Proponents may have. This meeting will be held at GNPCC at 4600 Hammond Bay Road in Nanaimo, BC. Attendees must register in advance by 3:00 PM (15:00 hrs) Pacific Time on July 23, 2021 by email to wwbiosolids.rdn.bc.ca.

If questions arise from the site meeting, they will be documented, with responses, in an addendum.

5. Submissions

Submissions should not be more than twenty (20) pages in length, single sided, minimum 10-point font excluding title page, letter of introduction, table of contents, project data sheets, resumes and appendices. Submission should be structured as follows:

Title Page Showing the closing date and time, Proponent name, address, and contact persons.

Letter of Introduction (Signed Agreement to RFP Terms and Conditions)

One page, introducing the Proponent and signed by the person(s) authorized on behalf indicating agreement by the Proponent to statements made in their RFP, and to the RFP Terms and Conditions.

Table of Contents – Include page numbers

Executive Summary

Section 1: Proponent's Profile, Experience, and Qualifications

- Company profile and history, including expertise and references.
- List of all subcontractors and subconsultants, including their roles, expertise, experience, qualifications, biosolids management experience, and history of working together on Beneficial Use programs.
- Include a proposed team organization chart indicating all reporting relationships between team members and any proposed subcontractors and subconsultants and the proposed reporting relationship with the RDN.
- Identify the Qualified Professionals assigned to the program and their experience with biosolids management regulatory reporting.
- Include brief description of experience of each of the key personnel, including proposed duties and responsibilities in the program.
- Include current and detailed resume for each of the key program team members including the program manager assigned to the proposed program. Provide details on each of the individual's roles and responsibilities, experience in biosolids management, years of related experience and qualifications.
- Provide information on experience on programs of similar size and nature.
- Prepare a list in chronological order five (5) recent and similar programs completed by the Proponent including details of which programs were undertaken by members of the proposed program team. For each program provided as a reference, include a brief outline of the program and its relevance to this program. Project data sheets can be attached.
- Describe your firm's experience working with community groups and stakeholders.

Section 2: Program Background, Work Plan, and Schedule

Provide a detailed description of the proposed Beneficial Use program, including:

- Provide background on the Beneficial Use program and the Contingency site.
- Describe the capacity of the program to receive the forecast production of biosolids from Greater Nanaimo Pollution Control Centre over the proposed 5-year term, and the potential 5 -year extension term.
- Describe how the proposed system for biosolids transport to the Beneficial Use program will be compatible with RDN operational needs at GNPCC. Please be aware that there is no storage at GNPCC, and timely removal of biosolids is critical for the operation of the facility.
- Identify how the Beneficial Use program and the Contingency Site will meet all environmental regulations and best practices.
- Describe the program methodology and provide the schedule for Beneficial Use program. Provide a date for commencement of operations.
- Describe the proposed system for invoicing for the Beneficial Use program including determining the weight of biosolids hauled and/or delivered, and for confirming beneficial use of biosolids at the site by Qualified Professional.
- The location of the Beneficial Use program and the Contingency Site including zoning and general description of surrounding land use within 5 km.
- Property ownership or lease details of the Beneficial Use program and the Contingency Site. Provide a letter to demonstrate the consent and commitment from the landowner towards the Beneficial Use program over the 5-year term.
- If the proposed program requires installation of equipment, describe how this equipment will be integrated at the RDN facilities. Discuss the maintenance schedule, repair strategy in the event of breakdowns, control system integration, ownership details, and other pertinent details. Provide drawings of the equipment for review and the lease agreement for the equipment if owned by the Contractor.
- Provide a summary of the carbon emissions anticipated with the proposed Beneficial Use program and necessary transportation over the initial 5-year term.
- Describe how this program will be a sustainable option for the long-term management of biosolids for the region.
- Provide the following Plans for the Beneficial Use program:
 - **Communications Plan** (see required content in Section 3.9).
 - **Odour Management Plan** (see required content in Section 3.13)

Section 3: Rates

Biosolids management services are to be invoiced on a wet tonne basis. Proponents must provide their rates in Appendix 2. **Please note submission of rates in the form in Appendix 2 is mandatory.**

6. Evaluation

6.1 Evaluation Committee

The evaluation of Proposals will be undertaken by an Evaluation Committee comprised of persons appointed by the RDN, which may consist of RDN employees and third-party consultants. The

Evaluation Committee may consult with, and receive advice from, technical, legal, financial, and other consultants as the Evaluation Committee may, in its discretion, decide it requires.

6.2 Evaluation Criteria

The Evaluation Committee will compare and evaluate Proponents based on their Proposals to identify a Proposal that the Evaluation Committee, in its discretion, judges to be the most advantageous to the RDN, using the following criteria and weightings (the Evaluation Criteria):

Criteria	Evaluation Points
Technical Criteria	60%
Section 1: Proponent’s Profile Experience, and Qualifications	
Section 2: Program Background, Work Plan, and Schedule	
Financial Criteria (Appendix 2)	40%

The Proposal with lowest price averaged across Year 1 through Year 5 will receive full marks under Financial Criteria. Other proposals will receive reduced scores based on the proportion higher than the lowest price. i.e., $\text{Score} = \text{Lowest Price} / \text{Price} \times \text{Evaluation Points}$.

The cost for each submission will be determined by the total cost over the 5-year term program.

6.3 Evaluation Process

Proposals submitted should be in enough detail to allow the RDN to determine the Proponent’s qualifications and capabilities from the documents received. The Evaluation Committee 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.

6.4 Negotiation of Contract and Award

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 with 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 to more than one Proponent 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.

Proposals are subject to approval by the Board of Directors of the RDN. In the event approval is not received, the RDN reserves the right to cancel the RFP process and proceed with the work in another way.

7. General Conditions

7.1 No Contract

By submitting a 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 Conflicts of Interest

Proponents shall disclose in their Proposals any actual or potential Conflict of Interest and existing business relationships they 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.

7.10 No Collusion

By submitting a Proposal, the Proponent, and each firm, corporation or individual member of the Proponent represents and confirms to the RDN that the Proponent has prepared its Proposal without any connection, knowledge, comparison of figures, arrangement or collusion with any other person or persons submitting or participating in the preparation of any other Proposal.

APPENDIX 1

2020 GNPCC Biosolids Quality Data

GNPCC biosolids have met Class B criteria for the past 10+ years. Sampling frequency meets or exceeds the monitoring requirements listed by the *Organic Matter Recycling Regulation*.

2020 GNPCC BIOSOLIDS											OMRR Regulatory Limits (Class B Biosolids)
Parameter	Unit	Feb 13	Mar 23	Apr 27	Jun 8	Aug 5	Sep 9	Nov 25	Dec 8	Average	
Fecal coliforms (dry weight)	MPN/g	180,000	110,000	2,100,000	10,000,000	620,000	5,200,000	11,000	26,000	370,000*	2,000,000
Percent Moisture	%	73.7	77.6	71	76	74	75	80	79	76	-
Total Solids	%	23.7	22.4	23.1	24.1	25.9	25.1	19.9	20.6	23.1	-
Volatile Solids	%	68.7	72.0	71.8	69.2	68.4	67.2	70.8	71.9	70.0	-
Total Kjeldahl Nitrogen / TKN	%	4.67	5.28	4.42	8.40	5.90	4.50	7.00	3.00	5.40	-
Phosphorus (total)	mg/kg	18,600	24,300	26,700	30,900	33,300	33,600	25,900	26,800	27,500	-
Polychlorinated Biphenyls / PCBs	mg/kg	0.0289	0.0929	<23	<5.0	<1.0	<1.0	<2.0	<1.0	<4.1	-
Arsenic (total)	mg/kg	2.39	2.13	2.14	2.63	2.78	3.03	3.31	3.20	2.70	75
Cadmium (total)	mg/kg	2.36	2.45	2.23	1.56	2.22	1.87	1.44	1.71	1.98	20
Chromium (total)	mg/kg	22.1	18.4	17.8	32.7	36.8	38.8	40.5	40.1	30.9	1,060
Cobalt (total)	mg/kg	3.17	2.44	2.20	2.60	2.60	2.75	2.80	2.90	2.68	150
Copper (total)	mg/kg	375	408	423	456	498	560	539	561	478	2,200
Lead (total)	mg/kg	21.9	21.7	19.3	24.5	22.8	26.0	22.6	24.9	23.0	500
Mercury (total)	mg/kg	2.09	1.53	1.12	2.53	1.19	1.49	1.00	0.85	1.47	15
Molybdenum (total)	mg/kg	5.60	5.06	5.02	6.31	6.68	7.88	7.08	7.34	6.37	20
Nickel (total)	mg/kg	16.7	13.8	13	16.1	15.9	17.3	14.9	14.6	15.3	180
Selenium (total)	mg/kg	2.80	3.77	3.43	4.23	4.31	4.53	4.28	4.10	3.93	14
Zinc (total)	mg/kg	636	795	751	959	1,040	1,130	828	830	871	1,850

* Note: Geometric mean of fecal coliform levels is presented above.

APPENDIX 2

Unit Rate Management Fee – Schedule of Quantities and Prices

Biosolids management services are paid per wet tonne, and the Proponent hereby submits unit prices as required by the Scope of Services and agrees that these unit prices submitted will remain in place until the completion of the initial 5-year term

Year	Unit Price (\$/wet tonne)
Year 1 (2022) (including 2021 if First Haul Date occurs in 2021)	
Year 2 (2023)	
Year 3 (2024)	
Year 4 (2025)	
Year 5 (2026)	

Unit Rate Information Terms and Conditions:

- a) Rates quoted by the proponent must be all inclusive and include all possible costs associated with the biosolids transportation and the Beneficial Use program. Rate also must include provision of Roll Off bins and/or other equipment to be used temporary storage of biosolids at GNPCC, transport of biosolids from GNPCC to the Beneficial Use program, provision of a Contingency Site. Rates must also include all regulatory reporting, soil sampling, site development costs, and all other possible costs associated with the biosolids management and transport services.
- b) Rates must reflect the available capacity of biosolids identified in Section 3.5.
- c) Proponent understands that each invoice will be paid in two components, Transport Component and Use Component, as provided in the Scope of Services, either or both of which may not be paid unless stated conditions are met.
- d) Unit rates are in Canadian Dollars and are fixed from the date of award.
- e) The RDN shall not pay fuel surcharges.

APPENDIX 3

Contract for Services



REGIONAL DISTRICT OF NANAIMO
CONTRACTOR SERVICES AGREEMENT

THIS AGREEMENT made the _____ day of _____, 20_____.

BETWEEN:

REGIONAL DISTRICT OF NANAIMO
6300 Hammond Bay Road
Nanaimo, BC
V9T 6N2

(the "**Regional District**" or "**RDN**")

AND:

(the "**Contractor**")

WHEREAS:

- A. The Regional District has issued Request for Proposals No. 21-060 for Beneficial Use Program for Class B Biosolids from Greater Nanaimo Pollution Control Centre and all addenda relating thereto (the "**RFP**");
- B. The Contractor submitted a proposal (the "**Proposal**") in response to the RFP and has been selected by the Regional District as the successful proponent for the RFP;

NOW THIS AGREEMENT WITNESSETH:

THAT in consideration of the terms, conditions and covenants hereinafter set forth, the Regional District and the Contractor covenant and agree each with the other as follows:

1. Services

The Regional District retains the Contractor to provide the Services described in Schedule "A" (the "**Services**") and the Contractor agrees to provide the Services in a diligent manner.

2. Term

The Contractor will provide the Services during the period (hereinafter called the "**Term**") described in Schedule "A".

3. Payment

The Regional District will pay to the Contractor as full payment for the Services; the amounts set out in Schedule “B” at the times and in the manner therein set out in Schedule “A” and Schedule “B”.

4. Independent Contractor

Throughout the Term of this Agreement, the Contractor will always be an independent contractor and not the servant, employee, or agent of the Regional District.

5. Assignment and Sub-contracting

The Contractor will not, without the prior written consent of the Regional District, assign or subcontract this Agreement or any portion thereof.

6. Indemnity

The Contractor will indemnify and save harmless the Regional District from all losses, claims, damages, or expenses (collectively, the “Losses”) arising from or due to the performance by the Contractor of its obligations under this Agreement or the Contractor’s breach of this Agreement, except to the extent any such Losses arise from or are due to the negligence of the Regional District.

7. Insurance

Prior to the commencement of the Services the Contractor shall provide a certificate of:

- a) Commercial General Liability (CGL) insurance in the amount of \$5,000,000 which shall provide coverage for property damage and third-party personal injury and death. The certificate shall name the Regional District as an additional insured. The certificate of insurance shall contain a clause requiring notification of the Regional District 30 days in advance if the insurance policy is cancelled;
- b) Automobile Third Party Liability on all owned or leased vehicles in an amount not less than \$5,000,000.

The Contractor is responsible for any other insurance required to protect their interests and the cost of any insurance and deductibles are the responsibility of the Contractor.

8. WCB Coverage & Prime Contractor Designation

The Contractor must be registered with WorkSafe BC and be in good standing with remittance up to date throughout the Term of this Agreement and is designated as the Prime Contractor and shall fulfill the Prime Contractor responsibilities as defined in:

- a) WorkSafeBC Occupational Health and Safety Regulation, Notice of Project, Section 20.2, and Coordination of multiple employer workplaces, Section 20.3;
- b) *Workers Compensation Act* (BC), Coordination at multiple-employer workplaces, Section 118, Subsections (1) & (2);
- c) General Requirements, Section 3.10 WorkSafe BC; and

- d) all other applicable enactments.

9. Termination

Notwithstanding any other provision of this Agreement, if the Contractor fails to comply with any provision of this Agreement, then, and in addition to any other remedy or remedies available to the Regional District, the Regional District may, at its option, terminate this Agreement immediately by giving written notice of termination to the Contractor. Without limiting the foregoing, the Regional District may terminate this Agreement if the Vendor becomes bankrupt or threatens bankruptcy, provides false declarations, or there are significant deficiencies of any substantive requirements or obligations under this Agreement, professional misconduct, violations of health and safety laws, or demonstrated abusive behavior towards the general public or RDN staff. The Regional District will be under no further obligation to the Contractor except to pay the Contractor such amount as the Contractor may be entitled to receive, pursuant to Schedule "B", for services properly performed and provided to the date notice is given to the Contractor less any amounts necessary to compensate the Regional District for damages or costs incurred by the Regional District arising from the Contractor's default.

10. Prior Dealings

All prior negotiations and agreements between the parties relating to the subject matter of this Agreement are superseded by this Agreement. There are no representations, warranties, understandings, or agreements other than those expressly set forth in this Agreement or subsequently agreed to in writing, which writing shall be executed by a duly authorized officer of the party to be bound thereby.

11. Waiver

The failure of either party at any time to require the other party's performance of any obligation under this Agreement shall not affect the right to require performance of that obligation in the future. Any waiver by either party of any such breach or any such provision hereof shall not be construed as a waiver or modification of this provision itself, or a waiver or modification of any other right under this Agreement.

12. Counterparts

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.

13. Default and Remedy

If the Contractor defaults in observing or performing any obligation under this Agreement, the Contractor will rectify such default within seven (7) days after receipt of notice from the Regional District, except that if the Contractor, by reason of the nature of the default, cannot rectify such default within seven (7) days, the Contractor will have a further reasonable period to rectify so long as the Contractor proceeds promptly and diligently. If the Contractor fails to rectify such default within the permitted time period or if the Regional District, in case of emergency, does not consider that it has time to deliver such notice, the Regional District may, but will not be obliged to rectify the default on the Contractor's behalf.

For certainty, if the Contractor fails to remove biosolids from the Greater Nanaimo Pollution Control Centre ('GNPCC') as required under this Agreement and fails to remedy its default as provided in this section, which results in a risk to the continuity of GNPCC operations (as determined at the Regional

District's sole discretion), the Regional District may remove and dispose of biosolids itself or through a contractor and all reasonable costs associated with this action including landfill tipping fees shall be the responsibility of the Contractor.

14. Dispute Resolution

If the parties to this Agreement are unable to agree on the interpretation or application of any provision in this Agreement, or are unable to resolve any other issue relating to this Agreement, the parties agree to the following process in the order it is set out:

- a) the party initiating the process will send written notice to the other party (the "**Dispute Notice**"); and
- b) the parties will promptly, diligently and in good faith, including the senior management of both parties, take all reasonable measures to negotiate an acceptable resolution to the disagreement or dispute.

15. Freedom of Information

The Contractor acknowledges and agrees that any Confidential Information disclosed by it to the RDN under this Agreement may be subject to a request for public disclosure under the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c.165, as amended from time to time.

16. Governing Law

This Agreement is governed by and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

17. Delay in Performance

Neither the RDN nor the Service Provider shall be deemed to be in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to abnormal weather conditions, flood, earthquake, fire, pandemic, epidemic, war, riot and other civil disturbance, strike, lockout, work slowdown and other labour disturbances, sabotage, judicial restraint and inability to procure permits, licenses or authorizations from any local, provincial or federal agency for any of the supplies, materials, accesses or services required to be provided by either the RDN or the Service Provider under this Agreement. If any such circumstances occur, the non-performing party shall, as soon as possible after being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

18. Amendment

This Agreement may not be modified or amended except by the written agreement of the parties.

19. Judge of Work and Materials

The REGIONAL DISTRICT shall be the final judge of all work and materials in respect of both quality and quantity and their decisions of all questions in dispute with regard thereto will be final. All materials shall be subject to inspection and test by and shall meet the approval of the REGIONAL DISTRICT.

In case any materials, equipment and supplies are defective in material or quality or otherwise not in conformity with the specifications of the contract, the REGIONAL DISTRICT shall have the right either to reject them or to require their correction. Acceptance or rejection of the materials, equipment, supplies, etc. shall be made as promptly as practicable after delivery, but failure to inspect and accept or reject supplies shall not relieve the contractor from responsibility for such supplies as are not in accordance with the specifications.

20. CSA Seal or Provincial Certificate Approval

All electrical material and equipment, and all manufacturing and assembling procedures and workmanship, shall be in accordance with the requirements of the current edition and revisions of the Canadian Electrical Code Part 1 (CSA Standard C22.1 – 2012) as adopted and amended by the Province of British Columbia (hereinafter referred to as the “**Electrical Code**”), as amended from time to time.

Only approved materials and equipment shall be used and where specified materials and equipment do not have current approval, as required by the Electrical Code, the Contractor shall offer approved substitutes.

Each completed assembly shall carry the approval seal either of the Inspection Department, and where alterations are required by the Department the Contractor shall make these at his own expense. The Contractor shall pay all fees and costs incurred in obtaining the required approvals.

21. Rectification of Damage and Defects

The Contractor shall rectify any loss or damage for which, in the opinion of the REGIONAL DISTRICT, the Contractor is responsible, at no charge to the REGIONAL DISTRICT and to the satisfaction of the REGIONAL DISTRICT. In the alternative, the REGIONAL DISTRICT may repair the loss or damage and the Contractor shall pay to the REGIONAL DISTRICT the costs of repairing the loss or damage forthwith upon demand from the REGIONAL DISTRICT. Where, in the opinion of the REGIONAL DISTRICT, it is not practical or desirable to repair the loss or damage, the REGIONAL DISTRICT may estimate the cost of the loss or damage and deduct such estimated amount from the amount owing to the Contractor hereunder.

22. Warranty and Guarantee

The work shall be warranted to be free of defects and shall be guaranteed by the Contractor for a period of one (1) year from the date of acceptance. On receipt of notice from the REGIONAL DISTRICT the Contractor shall promptly make all repairs arising out of defective work or any equipment or materials supplied by him.

The REGIONAL DISTRICT is hereby authorized to make such repairs if, ten (10) days after the giving of such notice to the Contract, the Contractor has failed to make or undertake with due diligence said repairs; provided, however, that in the case of an emergency, where, in the opinion of the REGIONAL DISTRICT delay would cause serious loss or damage, repairs may be made without notice being sent to the Contractor, and all expense in connection therewith shall be charged to the Contractor.

23. Statutes, Bylaws, Regulations and Permits

Unless otherwise noted, the Contractor shall take out all necessary permits and licenses required to permit the Contractor to perform its obligations under the Contract. The Contractor shall give all notices and comply with all laws, by-laws, ordinances, rules, and regulations, whether federal, provincial, or

municipal, relating to the business it carries on and the services provided pursuant to the Contract, including the *Workers' Compensation Act* and the *Employment Standards Act*.

24. Site Inspection

The Contractor shall make site inspections of all appropriate areas to determine their general condition and to ensure the fulfillment of the requirements of this Agreement.

25. Use of Premises

The Contractor shall abide by, and shall ensure its employees abide by, all appropriate regulations, including but not limited to regulations relating to fire, safety, parking, traffic control and health. The Contractor will ensure that all of its employees are aware of the applicable regulations.

26. Clean Up

The Contractor shall at all times conduct the work in an orderly and reasonably tidy manner and shall at suitable intervals remove any accumulation of rubbish or refuse materials. At no time shall any person employed by the Contractor or by any of his Subcontractors discard any litter or garbage on or adjacent to the site, except into a suitable container. Upon completion and before final acceptance of the work, the Contractor shall remove all rubbish, surplus, or discarded materials and equipment and shall leave the site in a clean and neat condition.

27. Change Orders

If for any reason it may become desirable during the course of the work to change the alignment, dimensions, or design, or to add to or to omit portions thereof, the REGIONAL DISTRICT reserves the right to issue change orders to give effect to such changes as may, in the opinion of the REGIONAL DISTRICT be necessary or desirable.

The change may or may not result in a change in the amount of the work. If the changes do, in the opinion of the REGIONAL DISTRICT, change the amount of the work, the contract price shall be adjusted as mutually agreed between the Contractor and the REGIONAL DISTRICT.

28. Collection of Personal Information

Unless this Agreement otherwise specifies or the Regional District otherwise directs in writing, the Contractor may only collect or create Personal Information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under this Agreement.

Unless this Agreement otherwise specifies or the Regional District otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.

Unless this Agreement otherwise specifies or the Regional District otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:

- a) the purpose for collecting it;
- b) the legal authority for collecting it; and
- c) the title, business address and business telephone number of the person designated by the Regional District to answer questions about the Contractor's collection of personal information.

29. Competency and Qualifications

The Contractor will employ properly licensed, trained, and unimpaired workers throughout the duration of the contract.

30. Utility Location

It is the responsibility of the Contractor to locate any utilities in the vicinity of any construction, exploration, or investigation if required.

31. Builder's Lien

The Contractor shall, at its own expense, cause any and all builders liens and other liens for labour, services or materials alleged to have been furnished with respect to the lands comprising the work site or the work which may be registered against or otherwise affect the lands or the work, except liens properly filed by the Contractor on its own behalf, to be paid, satisfied, released or vacated forthwith after the REGIONAL DISTRICT has sent written notice of any claim for any such lien. In the event of a bona fide dispute regarding the validity or correctness of any claim for such lien, the Contractor shall be entitled to defend against a claim for such lien in any proceedings brought in respect thereof after first paying into court the amount claimed plus any interest payable, or providing sufficient security therefor and such cost as the court may direct and registering all such documents as may be necessary to cancel such lien, or providing such other reasonable security in respect of such claims as the REGIONAL DISTRICT may in writing approve. Upon receiving satisfactory security for any costs and an indemnity in writing from the Contractor, the REGIONAL DISTRICT may authorize the Contractor to apply to the court in the name of the REGIONAL DISTRICT to have any lien removed upon payment into court or deposit in court of satisfactory security therefor.

SIGNATURES

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

For the Regional District of Nanaimo:

Name:

Name:

For the Contractor:

Name:

Name:

SCHEDULE "A"
SCOPE OF SERVICES

The Services shall consist of all requirements set out in the RFP and all terms of the Proposal, except as expressly amended by this Agreement. Without limiting the foregoing, Section 3 of the RFP is incorporated by reference.

SAMPLE

SCHEDULE "B"
PAYMENT

Appendix 2 from the selected proponent's Proposal to be inserted here after completion of RFP process.

SAMPLE