



REQUEST FOR PROPOSALS No. 22-006

REGIONAL DISTRICT OF NANAIMO LANDFILL SECURITY SERVICES

ISSUED: December 24, 2021

CLOSING DATE AND TIME:

Submissions must be received on or before:
3:00 PM (15:00 hrs) Local Time on January 25, 2022

Questions are to be directed to:

Ben Routledge, Superintendent Scale and Transfer Service
Telephone: (250) 722-2044, Ext. 3225
Email: broutledge@rdn.bc.ca

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

Proponent's Information Meeting:

A formal meeting will not be conducted. Vendors interested in viewing the site should make an appointment with Ben Routledge at the contact information provided herein. Attendees must be fully vaccinated.

Proposals will not be opened in public



1. Instructions to Proponents

1.1 Closing Date/Time/Submission Method

Submissions must be received on or before 3:00 PM (15:00 hrs), Local Time, on January 25, 2022.

Submission Method:

By Email: In PDF format with “22-006 Landfill Security Services” as the subject line at this electronic address:

swf@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) websites. Each addendum will be incorporated into and become part of the RFP. No amendment of any kind to the RFP is effective unless it is contained in a written addendum issued by the RDN. It is the sole responsibility of the Proponent to check and ensure all amendments are included prior to submitting their final Proposal submission.

1.4 Withdrawal of Proposals

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

1.5 Unsuccessful Vendors

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



2. INTRODUCTION

The purpose of this Request for Proposal is to solicit submissions from experienced and qualified security companies to provide on-site security services at the Regional District of Nanaimo Landfill located at 1105 Cedar Road, Nanaimo, BC.

The Contract is for a two (2) year term. Anticipated start date is February 14, 2022 unless otherwise agreed between the parties.

As of January 10, 2022, the Regional District of Nanaimo is implementing a vaccination policy for employees and contractors. The Contractor and any of its employees servicing this contract must be fully vaccinated. A person is fully vaccinated when they have received the full series of a COVID-19 vaccine, including booster doses as required, or other available COVID-19 vaccines that are accepted by the B.C. Centre for Disease Control. Proof of vaccination may be requested.

3. BACKGROUND

The Regional District of Nanaimo operates its own Landfill. The Regional Landfill is a large site made of multiple terrains and elevations, is it an active landfill which accepts municipal and residential solid waste and specified controlled and hazardous wastes, in accordance with municipal bylaws and provincial guidelines.

Hours of operation: 7:15 a.m. – 5:00 p.m., 7 days a week, excluding British Columbia statutory holidays, Boxing Day and the National Day for Truth and Reconciliation.

Security Services are required 7 days a week including British Columbia statutory holidays, Boxing Day and the National Day for Truth and Reconciliation.

4. SCOPE OF SERVICES

The successful Contractor shall provide the Services as outlined below:

- 1) The Contractor shall supply all supervision, labour, materials, tools, equipment, vehicles, and any incidentals necessary to carry out the work,
- 2) The Contractor shall ensure that (1) fully uniformed licensed security person is on duty at the landfill site as outlined in the Security Schedule (Appendix A).
- 3) The Contractor shall ensure that security staff working at the Regional Landfill are trained and orientated to the landfill operations prior to commencing duties on site. The orientation will be provided by the Regional District. Contact the RDN Site Supervisor or Superintendent for the orientation. Please allow 3 to 4 days' notice prior to training new staff members.



- 4) The Contractor shall utilize a digital/GPS system to identify the location of their onsite security personal while on duty and the Contractor shall make such records available to the Regional District of Nanaimo upon request.
- 5) The Contractor shall provide security through out the Security Area (Appendix B) to ensure that no unauthorized individuals enter the site and to protect the property and equipment of the Regional District and/or its contractors from damage, vandalism, fire or theft.
- 6) The Contractor, as requested, shall provide a worker check for RDN Staff working after normal operating hours.
- 7) The Contractor shall be responsible for providing their own Working Alone Procedure that complies fully with WorkSafe BC requirements and ensure a worker check system is maintained and used by their employees while on RDN property.
- 8) The Contractor shall provide at the end of each shift a written log showing hours worked, areas patrolled and checked, and the duration of the patrols. A log of all occurrences including persons visiting the area, incoming phone calls, and any problems encountered are to be included.
- 9) The Contractor shall provide services from 5:00 p.m. to 7:00 a.m., Monday – Sunday.
- 10) The Contractor shall provide 24-hour continuous service during British Columbia statutory holidays, Boxing Day and the National Day for Truth and Reconciliation.

Qualifications

All businesses must possess a valid security licence issued by the BC Registrar of Security Services. All employees must possess a valid security worker licence, a class 5 driver's licence and must be fully vaccinated.

Appendix A - Security Schedule

Security Staff are to begin work at 5:00 p.m. daily except for statutory holidays. Security Staff are to attend the front gate (5:00pm) and prevent access into the site. Security Staff will provide customers an exit once they have completed their transaction.

Security Staff will lock the gate once all Regional District of Nanaimo Staff have left the site.

The contractor will conduct regular patrols, at least once, every one and a half (1-1/2) hours throughout the Security Area. The patrol includes, but is not limited to:

- a) Ensuring that there are no unauthorized persons on site.
- b) Checking all site building doors and windows in accordance with the supplied log to verify security of the facilities.



- c) Visually checking all perimeter fencing and gates for intrusion or damage.
- d) Permit access to authorized site operation personnel between the hours of 5:30 p.m. and 7:00 a.m.
- e) Sign in and out any authorized persons attending the site.
- f) Receive and investigate **only** intrusion or emergency alarms on the site.
- i) To **not** investigate maintenance, flare, pump station or gas detection alarms.
- g) Check the Wood Waste stockpile for fires, smoke, or other emergencies.
- h) Check the Active Landfill Face for fire, smoke, or other emergencies.
- i) Check the bin area for fire, smoke, or other emergencies.
- j) Patrol and check the security perimeter for signs of intrusion.
- k) Record general weather conditions.

Service will be arranged by the Contractor to ensure continuous 24-hour coverage during British Columbia statutory holidays, Boxing Day and the National Day for Truth and Reconciliation. After each shift the security person must complete and make available to the Superintendent Scale and Transfer Services or their designate the patrol log.

Appendix B





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.

Technical 50% of the evaluation

Please include with your proposal:

- a) Brief Corporate background, history, qualifications, experience, and areas of expertise;
- b) A statement on why should the RDN select your firm.
- c) Primary key contacts and describe their roles in hierarchical order (i.e. first contact, second contact etc.)
- d) Describe your Problem Resolution process. Where does the RDN start? How do we escalate?
- e) How do you intend to manage and service the contract?
- f) Demonstrate your firm has the security personnel and depth to manage this contract to ensure continuous service.

Financial 50% of the evaluation

Fixed annual fees for each year, in Canadian Dollars that include the Contractor's labour, material, equipment, vehicles, material costs, overhead and profit, excluding GST. which shall be shown separately.

Year 1: February 14, 2022 – February 13, 2023.

Year 2: February 14, 2023 – February 13, 2024.

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

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 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

The RDN's preferred form of Contract is attached herein. Proponents should carefully review this form of Contract. Should any vendors request that RDN consider revisions to the form of Contract, Proponents should include any clauses of concern in their proposal submission and suggest replacement language.

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, because 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.

8.0 Vaccination Status

The Contractor and any of its employees servicing this contract must be fully vaccinated. A person is fully vaccinated when they have received the full series of a COVID-19 vaccine, including booster doses as required, or other available COVID-19 vaccines that are accepted by the B.C. Centre for Disease Control.



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

(hereinafter called the "Regional District")

AND:

(hereinafter called the "Contractor")

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 "Contract Documents") 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") commencing on <Start Date> and ending on <End Date>, unless sooner terminated as hereinafter provided.

3. Payment

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

4. Independent Contractor

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 arising from or due to the negligence of the Contractor in performing the Services or the Contractor's breach of this Agreement.

7. Insurance

- a) Prior to the commencement of the Services the Contractor shall provide a certificate of Commercial General Liability (CGL) insurance in the amount of \$2,000,000 which shall provide coverage for property damage and third-party personal injury and death. The certificate shall name the Regional District of Nanaimo 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) Comprehensive Crime Insurance with the Regional District of Nanaimo as named insured on the certificate protects the insured from loss of money, securities, or other property as a direct result of employee dishonesty.
- c) Automobile Third Party Liability on all owned or leased vehicles in an amount not less than \$2,000,000.
- d) Contractor is responsible for any other insurance required to protect their interests.
- e) The cost of any insurance and deductibles are the responsibility of the Contractor.

8. WCB Coverage

The Contractor must be registered with WorkSafe BC and be in good standing with remittance up to date throughout the agreement and is responsible ensuring their employees are following all current WorkSafe BC requirements applicable to the work including but not limited to providing safe work procedures and proper training.

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 if there is supporting evidence of the Vendor becoming bankrupt or threatens bankruptcy, provides false declarations, documented significant deficiencies of any substantive requirements or obligations of the work, professional misconduct, violations of health and safety laws, failure to provide fully vaccinated employees 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.

Either party may terminate this agreement for convenience by providing the other party with ninety (90) calendar days' written notice.

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 the 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. Dispute Resolution

If the parties to this Agreement are unable to agree on the interpretation or application of any provision in the 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.
- c) if the dispute is not resolved through collaborative negotiation within 30 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the Mediate BC Society and will be held in Nanaimo, BC.

14. 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.

15. Governing Law

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

16. 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.

17. Amendment

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

18. Certification and Qualifications

The Contractor will, at all times throughout term of the agreement ensure the Contractor and its employees are fully compliant with the British Columbia's Security Services Act and hold valid security licences issued by the Registrar. The Contractor will employ properly licensed, trained, fully vaccinated and unimpaired workers throughout the duration of the contract.

19. 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.

20. 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 REGIONAL DISTRICT regulations, 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.

21. Site Inspection

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

22. 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.

23. Clean Up

The Contractor shall at all times conduct the work in an orderly and reasonably tidy manner and shall leave the site in a clean and neat condition.

24. Collection of Personal Information

Unless the 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 the Agreement.

Unless the 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 the 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.

25. Vaccination

The Contractor and any of its employees servicing this contract must be fully vaccinated. A person is fully vaccinated when they have received the full series of a COVID-19 vaccine, including booster doses as required, or other available COVID-19 vaccines that are accepted by the B.C. Centre for Disease Control. Proof of vaccination may be requested.

SIGNATURES

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

For the Regional District of Nanaimo:

Signature

Printed Name

Title

For the Contractor:

Signature

Printed Name

Title

SCHEDULE "A"

SCOPE OF WORK

<Insert Scope of Work here>

SAMPLE

SCHEDULE "B"

CONTRACT PRICE

The Contract Price shall be the sum in Canadian Dollars of the following:

- (a) Up to the Tender Price of \$ _____ and;
- (b) Payments made on account of change orders, as may be required by the Contract Documents.

The Contract Price shall be the entire compensation owing to the Contractor by the REGIONAL DISTRICT for the Work and shall cover and include all supervision, labour, materials, Contractor's Plant and Equipment, overhead, profit, financing costs and all other costs and expenses whatsoever incurred in performing the Contract including GST.

The Contractor will be solely responsible for invoicing the REGIONAL DISTRICT ensuring to include the REGIONAL DISTRICT's Purchase Order number on all invoices to assure timely payment.

All invoices are subject to prior review and approval by the REGIONAL DISTRICT and approved invoices will be paid on a net 30 days' basis from date of receipt unless otherwise agreed to in writing.

If the REGIONAL DISTRICT does not approve of the services or part of them which are the subject of the invoice, the REGIONAL DISTRICT shall advise the Contractor in writing of the reasons for non-approval and the Contractor shall remedy at no additional cost to the REGIONAL DISTRICT before the REGIONAL DISTRICT shall be obliged to pay the invoice or any part of it, as the case may be.