



**REGIONAL DISTRICT
of Fraser-Fort George**

**REQUEST FOR PROPOSALS
ES-22-08**

**Engineering Services
for Design and Construction of Final Closure
at the Valemount Regional Landfill**

- Date Issued:** April 20, 2022
- Closing Location:** Regional District Office
3rd Floor, 155 George Street,
Prince George, BC V2L 1P8
- Closing Date and Time:** **May 18, 2022**
10:00 am (Pacific Standard Time)
No Public Opening
- Inquiries:** Email Darwin Paton at dpaton@rdffg.bc.ca
- Note:** Late submissions will not be considered

TABLE OF CONTENTS

1.0	INTRODUCTION AND BACKGROUND	3
2.0	INVITATION AND INSTRUCTIONS	4
3.0	PURPOSE	6
4.0	PROPOSAL FORMAT	7
5.0	PROPOSAL EVALUATION.....	7
6.0	CONTRACT	8
7.0	NOTICE OF DEFAULT	8
8.0	INSURANCE, WORKSAFEBEC, INDEMNITY	9
9.0	SCOPE OF WORK	10
10.0	PROPONENT INFORMATION	11
11.0	FINANCIAL PROPOSAL.....	12
12.0	WORK PLAN AND SCHEDULE	12
13.0	DOCUMENTS	13
14.0	PROJECT MANAGER	13
15.0	OWNERSHIP OF PROPOSALS AND FREEDOM OF INFORMATION.....	13
16.0	CONFIDENTIALITY	13
17.0	RIGHTS OF WAIVER	14
18.0	SEVERABILITY.....	14
19.0	GOVERNING LAWS	14
20.0	ENTIRE AGREEMENT	14
21.0	COVID-19.....	14
22.0	DISPUTE RESOLUTION	14
23.0	WAIVER OF TERMS AND CONDITIONS	15
24.0	FORCE MAJEURE	15
	ACKNOWLEDGEMENT LETTER.....	16
	GOODS AND SERVICES TAX INFORMATION.....	17
	CONFLICT OF INTEREST DISCLOSURE STATEMENT	18
	SERVICE AGREEMENT.....	19

1.0 INTRODUCTION AND BACKGROUND

1.1 Overview

The Regional District of Fraser-Fort George (the “Regional District” or “RDFFG”) is inviting proposals from qualified firms to provide engineering services in support of the final closure of the Valemount Regional Landfill located within the RDFFG. Based on the existing closure plan submitted to the Ministry of Environment and Climate Change, the successful Proponent will provide the various Engineering Services to successfully complete the final closure of the Valemount Regional Landfill. Tasks will include (but not be limited to) detailed plan development, tender development and tender support services, construction oversight and construction management services; provide as builds upon completion of the closure project and accompanying site maintenance manual. The closure will consider the existing 2017 Design and Closure Plan, pending final approval, by the Ministry of Environment and Climate Change and the Landfill Criteria for Municipal Solid Waste under the *Environmental Management Act* of British Columbia.

The successful consultant will have a team of qualified professionals with expertise in rural landfill operations and implementation of closure and post closure care at other rural landfill sites in northern communities. Extensive knowledge of the British Columbia Landfill Criteria and demonstrated application of successful landfill closure projects preferably in British Columbia and in rural northern settings are required for this project.

1.2 Background

The Valemount Regional Landfill started operating from 1974 until the site ceased receiving municipal solid waste in 1995 and closed to all waste in 2013. In 2015 the Regional Solid Waste Management Plan identified the Valemount Regional Landfill as a high priority to move to final closure. In 2016 as part of the Regional District’s operational permit a final closure plan was developed and finalized in the spring of 2017. The closure plan was submitted and pending final approval by the Ministry of Environment and Climate Change. Completion of the final closure construction phase is anticipated to take place during the 2023 construction season with the expectation that all the required final documentation necessary for construction be submitted by December 15, 2022.

The following documents have been identified as relevant to this project:

1. 2015 Regional Solid Waste Management Plan (RDFFG, 2016)
<http://www.rdffg.bc.ca/uploads/reports/Solid-Waste/RSWMP2015.pdf>
2. Historical Tonnage
3. Landfill Permit PR-02465
4. LOC No. 703917
5. Site Survey

The following documents will be made available to the successful proponent once the contract is awarded:

1. Any available landfill site specifics i.e. current permit, operational and closure information
2. Design and Closure Plan Valemount Regional Landfill – XCG Consulting Ltd., April 2017
3. Available land survey and topographical data for the Valemount Regional Landfill.
4. Environmental Monitoring and available Hydrogeological information.

2.0 INVITATION AND INSTRUCTIONS

The Regional District of Fraser-Fort George invites proposals from experienced consulting firms for engineering services in support of the Final Closure of the Valemount Regional Landfill located within the RDFFG. In general accordance with the British Columbia Landfill Criteria for Municipal Solid Waste the closure will consider the existing 2017 Design and Closure Plan pending final approval by the Ministry of Environment and Climate Change.

2.1 Request for Proposals (“RFP”) Documents:

RFP Documents may be obtained on, or after, April 20, 2022

- a) in a PDF (Public Document Format) file format from the Regional District’s website at www.rdffg.bc.ca , or
- b) on the BCBid website @ www.bcbid.gov.bc.ca, or
- c) in hard copy from the Regional District Service Centre, 155 George Street, Prince George, BC **by appointment only**, between 8:00 a.m. and 5:00 p.m., Monday to Friday, excluding statutory holidays. The cost for each hard copy Request for Proposal package is ten dollars (\$10) (taxes included) and is non-refundable.
 - During COVID-19 the office is closed to walk in traffic, please schedule an appointment by emailing dpaton@rdffg.bc.ca.

All subsequent information regarding this RFP, including amendments, addenda and answers to questions will also be available as above.

It is the sole responsibility of the proponent to ascertain that they have received a full set of the RFP documents. Upon submission of their proposal, the proponent will be deemed conclusively to have been in possession of a full set of the RFP documents.

The lowest or any proposal will not necessarily be accepted. The Regional District reserves the right to accept or reject any or all proposals. Facsimile proposals and electronic proposals will NOT be accepted.

2.2 Mandatory Site Visit

There will be no mandatory site visit in relation to RFP ES-22-08 Engineering Service - for Design and Construction of Final Closure at the Valemount Regional Landfill.

2.3 Proposal Submissions and Closing Date

Proponents will complete and submit three (3) copies of their proposal, formatted as described in Section 4.0. PROPOSAL FORMAT, in a **sealed envelope**.

Sealed proposals will be received by the General Manager of Financial Services, on the 3rd floor at the Regional District of Fraser-Fort George, up **to 10:00 a.m. local time on** Wednesday, May 18, 2022.

Proposals submitted by fax, electronically, or not in the original Regional District format will **NOT** be accepted. Any proposal received after the closing date and time (10:00 a.m., May 18, 2022) will be considered disqualified and will be returned to the proponent.

The following information **must be written on the outside of the sealed envelope containing the proposal submission, as well as the outside of the courier envelope (if sending by courier)**:

1. Attention: General Manager of Financial Services
Regional District of Fraser-Fort George
3rd Floor, 155 George Street
Prince George, BC V2L 1P8
2. Request for Proposals, ES-22-08
Engineering Services - In Support of the Final Closure of the
Valemount Regional Landfill
3. Responding Proponent's name and address.

To be considered, proposals must be signed by an authorized signatory of the proponent. By signing the proposal, the proponent is bound to statements made in response to this RFP. Any proposal received by the Regional District that is unsigned will be rejected.

Proposals not submitted in strict accordance with these instructions or not complying with the requirements in this RFP may be rejected.

The Regional District will not be responsible for any costs incurred by proponents as a result of the preparation or submission of a proposal pertaining to this RFP. The accuracy and completeness of the proposal is the proponent's responsibility. Should errors be discovered, they will be corrected by the proponent at their expense.

The Regional District reserves the right to negotiate with any proponent at its discretion. The proponents will be competent and capable of performing the work. The proponent may be required to provide evidence of previous experience and financial responsibility before a contract is awarded.

2.4 Errors, Omissions, Clarifications

All questions and requests for clarification relating to the RFP process, and/or identification of any errors or omissions in the RFP documents, shall be made by email to Darwin Paton, Environmental Services Technician, dpaton@rdffg.bc.ca

NOTE: the last day that requests for clarification or inquiries may be made is **Wednesday, May 11, 2022** in order that addenda, if necessary, are issued in time for all proponents to complete their proposal submission and have it delivered to the Regional District office prior to the closing time and date of the RFP.

2.5 Acknowledgement Letter

Upon receipt of this RFP, a potential proponent will sign the Acknowledgement Letter (page 16) and email or fax the signed Acknowledgement Letter to the attention of Darwin Paton, Environmental Services Technician, Regional District of Fraser-Fort George at dpaton@rdffg.bc.ca. A proponent who signs and returns the Acknowledgement Letter is not obligated to submit a proposal. Any work done after discovery of discrepancies, errors or omissions will be done at the Proponent's risk.

Any proponent who does not submit the Acknowledgement Letter will not be sent any amendments or addenda and may be disqualified.

2.6 Regional District's Right to Reject Proposals

The Regional District reserves the right, in its sole discretion, to waive informalities in proposals, reject any and all proposals, or accept the proposal deemed most favourable in the interests of the Regional District. The lowest, or any proposal, will not necessarily be awarded.

If a proposal contains a defect or fails in some way to comply with the requirements of this RFP, which, in the sole discretion of the Regional District, is not material, the Regional District may waive the defect or accept the proposal.

The Regional District reserves the right to reject a proposal based on potential or perceived conflict of interest.

The Regional District reserves discretion to reject any proposal where:

- a) one or more of the directors, officers, principals, partners, senior management employees, shareholders or owners of the proponent, is an officer, employee or director of the Regional District, or is a member of the immediate family of an officer, employee or director of the Regional District; or
- b) in the case of a proposal submitted by a proponent who is an individual person, where that individual is an officer, employee or director of the Regional District, or is a member of the immediate family of an officer, employee or director of the Regional District.

When submitting a proposal, the proponent is required to complete a Conflict of Interest Disclosure Statement (page 18).

The Regional District reserves the right to reject any proposal submitted by a proponent who is, or whose principals are, at the time of proposal, engaged in a lawsuit against the Regional District in relation to work similar to that being proposed.

2.7 Claim for Compensation

No proponent shall have any claim for compensation of any kind whatsoever as a result of participating in this RFP.

In the event that the previous paragraph is found to be invalid by a court of competent jurisdiction, then this paragraph will apply. By submitting a proposal, a proponent agrees that they will not claim damages in excess of an amount equivalent to the reasonable costs incurred by the proponent in preparing their proposal for matters relating to this RFP or in respect of the competitive proposal process, and the proponent, by submitting a proposal, waives any claim for loss of profits if a contract is not entered into with the proponent.

3.0 **PURPOSE**

The Regional District intends to engage an experienced and qualified consultant to provide engineering services in support of the Final Closure of the Valemount Regional Landfill. Tasks will include (but not be limited to) detailed plan development, tender development and tender support services, construction oversight and construction management services. Provide as builds upon completion of the closure project and an accompanying site maintenance manual.

The closure of the Valemount Regional Landfill will consider the existing 2017 Design and Closure Plan, pending final approval, by the Ministry of Environment and Climate Change and in accordance with the British Columbia Landfill Criteria for Municipal Solid Waste.

This project will require review of historical documentation, approved plans and official correspondence,

(upon written request by the Regional District), and field work associated with landfill closure construction activities.

4.0 PROPOSAL FORMAT

Proponents are asked to respond in a similar manner. The following format and sequence should be used to provide consistency in proponent response and to ensure each proposal receives full and complete consideration. All pages should be consecutively numbered.

- a) Title Page – including Request for Proposal title and number, proponent’s name and address, telephone number, fax number, email address and contract representative
- b) One-page letter of introduction signed by the person or persons authorized to sign on behalf of the proponent which will bind the proponent to statements made in the proposal
- c) Table of Contents including page numbers
- d) An Executive Summary of the key features of the proposal.
- e) The body of the proposal, including the Financial Proposal, i.e. the “Proponent’s Response”
- f) Completed List of Subcontractors
- g) Additional information that a proponent may choose to provide
- h) Goods and Services Tax Information form
- i) Conflict of Interest Disclosure Statement
- j) All amendments and addenda, if any, issued for this RFP. Each amendment and addendum must be signed by the proponent and included with the proposal and will form part of the proposal and contract documents.**

5.0 PROPOSAL EVALUATION

The contract award will be based on the professional qualifications, experience relevant to this project, local knowledge, work plan methodology and schedule, price, and quality of proposal.

The consultant should include a plan to identify the projects risks, the financial implications, public consultation during COVID 19 and a schedule and timeline for the project, including adjustments for delays.

The proposal submission should be clear, concise and complete. The Regional District shall be the sole judge of a proposal and its decision shall be final.

Evaluation Criteria:

The following criteria will be used by Regional District staff to evaluate proposals received:

- a. Consultant’s Qualifications and Experience *30 points*

The length and quality of experience of:

- The person named in the proposal as the consultant’s project manager
- The consulting firm’s experience in doing similar projects
- The team, with hours allocated by the consulting firm, to work on this project

- b. Methodology *40 points*

This includes the evaluation of:

- The thoroughness of the project approach, reflected in the work plan and project schedule
- The level of effort reflected in total work hours and assignments of the team developed to complete the project
- The timing of project tasks, milestones, and phases and how each will be completed



- The inclusion of project management pillars including how the consultant will address potential cost overruns, time management to meet each task and the risk factors involved in such a project that might affect the project's completion
- A plan outlining how the project will stay on budget and schedule

c. Project Budget *20 points*

This includes:

- The amount of detail given to project relevant line items and the overall proposed project costs.
- The inclusion of any potential cost overruns, including additional public meetings, board presentations and additional consultation required to complete the project

d. Quality of Proposal, including format *10 points*

This includes:

- Does the submission follow the directions within the proposal call and layout?
- Is the proposal neat, easy to read, and address all areas of the proposal call thoroughly?

The total scoring for each proposal will be out of 100 points

6.0 CONTRACT

6.1 Sample Service Agreement

The form of contract will be similar in form to the sample Service Agreement and will include this RFP, Proponent's Financial Proposal, all appendices, amendments, and addenda, as well as the successful proponent's submission.

6.2 Award of Contract

A contract for ES-22-08 (the "Contract") is expected to be awarded to the successful proponent (the "Consultant") on June 16, 2022. All proponents will be advised, in writing, as to the awarding of the Contract.

The Regional District, in its sole judgment, may delay the Award of Contract date as deemed appropriate by the Regional District.

6.3 Contract Duration

This Contract will commence on July 01, 2022, and will conclude October 31, 2023, with the submission of final As builds drawings and Site manual. A possible extension of this Contract may be considered if agreeable to both parties. The Regional District retains the right of approval or rejection of any contract extension.

7.0 NOTICE OF DEFAULT

If the Consultant is in default of the performance of any of its material obligations set out in the Contract, the Regional District may, by written notice to the Consultant, require such default to be corrected. If within fifteen (15) days' receipt of such notice the default has not been corrected or reasonable steps, as determined by the Regional District in its sole discretion, have not been taken to correct the default, the Regional District without limiting any other right it may have, may immediately terminate the Contract.

7.1 Termination

The Regional District shall compensate the Consultant for all Services performed hereunder through to the date of any termination and all-reasonable costs and expenses incurred by the Consultant in effecting the termination. All drawings, plans or other documents resulting from the Services, whether complete or in a draft form, produced by the Consultant prior to the termination of the Contract, will be provided to the Regional District within ten (10) business days of the termination date.

8.0 INSURANCE, WORKSAFEBBC, INDEMNITY

8.1 Insurance

The Consultant shall, without limiting its obligations or liabilities, and at its own expense, provide and maintain throughout the Contract term, the following insurances with insurers licensed in the Province of British Columbia, in forms acceptable to the Regional District. All required insurance (except automobile insurance on vehicles owned by the Consultant) shall be endorsed to show the Regional District as additional insured and provide the Regional District with thirty (30) days' advance written notice of cancellation or material change. The Consultant will provide the Regional District with evidence of the required insurance, in a form acceptable to the Regional District, upon notification of award and prior to the execution and delivery of the Contract:

- i. Commercial General Liability (CGL) in an amount not less than \$5,000,000 inclusive per occurrence insuring against bodily injury and property damage and including liability assumed under the Contract. The Regional District is to be added as an additional insured. Such CGL coverage shall include the following liability extensions: Contingent Employers Liability, Broad Form Products & Completed Operations, Personal Injury, Blanket Contractual, and Cross Liability.
- ii. Where the Consultant requires the use of automobiles to undertake the work of the Contract, the Consultant will have the following:
 - a. Automobile Liability on all vehicles owned, operated, or licensed in the name of the Consultant in an amount not less than \$2,000,000 per occurrence.
 - b. Non-owned Automobile Liability insurance in an amount not less than \$2,000,000 per occurrence.

The Consultant shall ensure that all sub-contractors forming from this Contract meet the insurance requirements outlined above.

It is the sole responsibility of the Consultant to determine if additional limits of liability insurance coverage are required to protect them from risk.

8.2 WorkSafeBC

The Consultant will use due care and take all necessary precautions to assure the protection of persons and property while undertaking the work of the Contract and will comply with the *Workers Compensation Act* of the Province of British Columbia.

Prior to undertaking any of the work of the Contract, the Consultant will provide the Regional District with a Clearance Letter confirming they are in good standing with WorkSafeBC and will pay and keep current all assessments required by WorkSafeBC.

Out of Province Consultants will be compliant with WorkSafeBC's registration requirements pertaining to out of Province firms. Where WorkSafeBC registration requirements allow for a Consultant to be registered with another Province's Worker's Compensation Board, or like organization, the Consultant will provide the Regional District with their registration number and written documentation confirming that the Consultant is in good standing with the appropriate Worker's Compensation Board, or like organization. The Consultant will pay and keep current all assessments required to maintain good standing in relation to the Contract amount.

The Consultant will maintain an Occupational Health and Safety Plan (OHSP) and ensure that their employees and sub-contractors are well trained and aware of OHSP.

8.3 Professional Responsibility

Only qualified and experienced engineering professionals will be considered for this project. The successful proponent will be expected to provide services in accordance with a standard care, skill, and diligence maintained by a person (or firm) providing Engineering Services for Support of the Final Closure of the Valemount Regional Landfill described herein. The successful proponent will be required to seal all documents issued for this project.

8.4 Indemnity

Notwithstanding the compliance of the Consultant with all the clauses concerning insurance, the Consultant shall indemnify, protect, and save harmless the Regional District, its officials, officers, employees, volunteers, servants, and agents from and against any and all liabilities, damages, losses, claims, costs, expenses of any kind whatsoever (including legal costs), and actions recoverable by any third party from the Regional District, arising from or caused by a negligent act or omission of, or breach of this Contract on the part of, the Consultant, and shall be paid by the Consultant. If the Regional District pays, or is required to pay, any damages, costs, or fees on account of the actions, claims and demands herein recited, or if the property of the Regional District shall be charged in any way as a result of the aforesaid actions, causes of actions, and claims for demands, then the Regional District shall be entitled to recover from the Consultant all such damages, costs, fees or other charges together with any costs or expenses incurred in so doing. The Consultant covenants and agrees that this clause shall survive the termination of the Contract herein granted.

9.0 **SCOPE OF WORK**

The goal of the project is to retain an experienced engineering consulting firm to provide engineering services in support of the Final Closure of the Valemount Regional Landfill.

Deliverables will include (but not be limited to) detailed plan development, tender development and tender support services, construction oversight and construction management services; provide as builds upon completion of the closure project and a site maintenance manual.

The closure of the Valemount Regional Landfill will be based on the existing 2017 Design and Closure Plan, pending final approval, by the Ministry of Environment and Climate Change and in accordance with the British Columbia Landfill Criteria for Municipal Solid Waste.

The scope of work will be carried out during the duration of this Contract.

The successful consultant is responsible for developing a project timeline, methodology outlining specific steps required to meet the overall objectives of this project, and adhering to the following Scope of Work requirements:

Scope of Work will include, but not be limited to, the following:

1. Detailed Design

The 2022 Valemount Regional Landfill Closure Project will include the detailed design of the landfill closure and will consist of the preparation of the drawings to be used as part of a tender package. Drawings will be provided for review prior to the tender package release and will be submitted to the Regional District for review at the 25%, 50% and 90% development stage.

2. Specifications and Tender Package

The work will consist of the preparation of the tender package for the 2022 Valemount Regional Landfill Closure Project, which will include the specifications and contract documents, along

with the detailed design drawings. It is anticipated that the prepared contract document will be based upon a unit price contract (to account for unforeseeable variations in actual site conditions) using the RDFFG standard contract documentation and CCDC.

3. Tendering Support Services

The major components of the Tendering Support Services for the 2022 Valemount Regional Landfill Closure Project are as follows:

- i. provide tender support services during the tender process to answer technical questions
- ii. review Tender Submissions and prepare a letter with a recommendation for award of the 2022 Valemount Regional Landfill Closure Project

4. Other Associated Tender Support Deliverables will include:

- electronic Submission of the draft detailed design drawings and tender package
- three hard copies and one electronic copy of the final detailed design drawings and tender package
- a letter of recommendation for award

5. Construction oversight services for the 2022 Valemount Regional Landfill Closure Project which will include:

- full-time, on-site construction oversight for the duration of the construction phase of the project
- tracking of materials and material volume used during the construction phase of the project
- ensuring all construction specifications and industry accepted methodologies are adhered and followed for the duration of the contract
- construction specifications will be provided to the successful Consultant by the Regional District

6. Construction management services for the 2022 Valemount Regional Landfill Closure Project which will include:

- Updating of the “issued for construction” detailed design drawings and project specification documents to produce project As Builds and Site Operations and Maintenance Manual for submission to the Regional District at the end of project
- attendance at the construction kick-off meeting and closure meeting
- Weekly progress updates to the Regional District’s Project Manager or assigned delegate.
- contract administration including change orders, payment certificates and progress reporting
- preparation, submittal, and execution of Certificate of Substantial Completion
- completion of final inspection of works

10.0 PROPONENT INFORMATION

10.1 Qualifications and Experience

The successful proponent will have at least five (5) years’ experience as a bona fide prime consultant in the business of solid waste management, landfill operations, landfill closure projects and post closure care at northern rural landfills. Proponents will submit evidence of previous successful performance in comparable work.

Proponents will provide complete information on experience of key personnel to be involved in the project and references from work on similar projects.

Proponents may be required to submit evidence of their resources and their ability to carry out the work in their respective submissions.

Proponents should demonstrate excellent project management knowledge.

10.2 Key Personnel

The successful Proponent will be required to maintain key members of the project team as proposed throughout the term of the Contract including, but not limited to the team lead, key staff and sub-consultants. **Any proposed change to the project team must be agreed upon in writing by the Regional District.**

10.3 Professional Responsibility

Only qualified and experienced engineering professionals will be considered for this project. The successful proponent will be expected to provide services in accordance with a standard care, skill, and diligence maintained by a person (or firm) providing consulting services for the final closure of a landfill in accordance to approved closure documentation and the Landfill Criteria for Municipal Solid Waste in the province of British Columbia.

11.0 FINANCIAL PROPOSAL

The proponent must specify in the proposal, the fees required to satisfy the terms of reference for the project, the work plan, and methodology. The proponent must clearly identify and detail all costs separately. As well, the various stages of the work plan shall be costed, with taxes and disbursements clearly identified. The fee structure shall be based on milestones and deliverables to the Regional District over the duration of the contract period.

11.1 Terms of Payment

The proponent must specify in the proposal, the terms of payment required for the duration of the project.

11.2 Cost Control

The proponent must provide in the proposal, a description of the cost control measures they will employ to effectively manage the project budget.

11.3 Invoicing and Payment

If a Contract is awarded, invoices should be submitted monthly to financialservices@rdffg.bc.ca and should include at a minimum:

- a. Project document name and contract number
- b. Regional District contact full name (First and Last)
- c. Proponent contact information (name and phone number)
- d. GST number
- e. WCB number
- f. Detailed description of work performed
- g. Applicable taxes shown as separate line item
- h. Receipts attached for travel expenses

12.0 WORK PLAN AND SCHEDULE

The proponent must provide a work plan in the proposal. The work plan is to include a schedule of project tasks, milestones, the sequence of task occurrence and details concerning completion dates for each task.

The Project is scheduled to commence on July 01, 2022 with the completion date being October 31, 2023.

12.1 Time Schedule

The anticipated schedule for the service procurement process is as follows:

Issue RFP	April 20, 2022
Proposal Due Date	May 18, 2022
Contract Award	June 16, 2022
Project start up	July 01, 2022
Site Meeting with successful Consultant	July 14, 2022
Draft Contract and Drawings	October 15, 2022
Final Contract and Drawings	December 15, 2022
Project Construction Start	May 01, 2023
Project completion	October 31, 2023

13.0 DOCUMENTS

The successful proponent will be required to provide all documents related to the project to the Regional District in hard copy and an electronic format. All design drawings will be in an AutoCAD 2007 or higher format. All text documents will be in a Microsoft Word and PDF format.

The successful Consultant will be provided with the documents listed under Section 1.0 and is expected to return these documents to the Regional District at the conclusion of the project.

14.0 PROJECT MANAGER

All questions concerning RFP ES-22-08, Engineering Services – for Design and Construction of Final Closure at the Valemount Regional Landfill, are to be directed to the Project Manager.

Darwin Paton, Environmental Services Technician
Regional District of Fraser-Fort George
Telephone: 250-960-4400
Fax: 250-562-8676 Email: dpaton@rdffg.bc.ca

15.0 OWNERSHIP OF PROPOSALS AND FREEDOM OF INFORMATION

Proposals will be received and held in confidence by the Regional District, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and this RFP. Each proposal should clearly identify any information that is considered to be confidential or propriety information. Proponents are responsible to review the *Freedom of Information and Protection of Privacy Act* for further information.

All documents, including proposals, submitted to the Regional District become the property of the Regional District. The Regional District will provide a debriefing for individual proponents at their request subject to the *Freedom of Information and Protection of Privacy Act*.

16.0 CONFIDENTIALITY

In accordance with the *Freedom of Information and Protection of Privacy Act*, the proponents will treat as confidential and will not, without prior written consent of the Regional District, publish, release, or disclose, or permit to be published, released, or disclosed, any information supplied to, obtained by, or which comes to the knowledge of the proponents as a result of this Contract except insofar as such publication, release or disclosure is necessary to enable the proponent to fulfil their obligation under this Contract, or by the laws of British Columbia.

17.0 RIGHTS OF WAIVER

A waiver, or any breach of provision of this RFP will not constitute or operate as a waiver, or any other breach, of any other provisions, nor will any failure to enforce any provision herein operate as a waiver of such provisions or of any other provisions.

18.0 SEVERABILITY

All articles of the Contract are severable one from the other. Should a court of competent jurisdiction find that any one or more articles herein are void, the validity of the remaining paragraphs hereof will not be affected.

19.0 GOVERNING LAWS

This Contract shall be governed and construed in accordance with the laws of the Province of British Columbia.

20.0 ENTIRE AGREEMENT

The terms and conditions set forth herein constitute the entire understanding and agreement of the Consultant and the Regional District with respect to the Services. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. The Regional District and the Consultant agree to reference this Contract as governing terms and conditions. Any changes to the terms and conditions set forth herein will be mutually agreed to and will be included, in writing, in a Change of Work Order.

21.0 COVID-19

The Regional District of Fraser-Fort George has a Communicable Disease Plan and supporting program to minimize the risk of COVID-19 and other identified infectious agents capable of transmission in our operations. The Regional District has implemented a COVID-19 targeted vaccination compliance program as an additional measure towards protecting our workers, contractors and customers from workplace exposure to the COVID-19 virus and to take reasonable measures to ensure uninterrupted service delivery. Any Regional District employees working with the Contractor or the Contractor's workers will be fully vaccinated. The Contractor will ensure that any workers it provides for this project that are required to work inside a Regional District facility or work side-by-side with Regional District employees are fully vaccinated.

Fully vaccinated individuals are those that have obtained a full series of COVID-19 vaccines authorized by Health Canada. All Individuals must be prepared to provide proof of vaccination by way of a BC Vaccine Card in a digital or paper version (or equivalent format if vaccinated in a different jurisdiction) when requested to do so. Contractor's that do not reside in Canada and commute across border will be required to produce validated International Entry documentation prior to entering Regional District facilities.

22.0 DISPUTE RESOLUTION

If a claim, dispute, or controversy arises out of or relates to the interpretation, application, enforcement, or performance of Services under this Contract, the Consultant and the Regional District agree first to try in good faith to settle the dispute by negotiations between senior management of the Consultant and the Regional District. If such negotiations are unsuccessful, the Consultant and the Regional District agree to attempt to settle the dispute by arbitration if both parties agree. If the dispute cannot be settled through arbitration, the Consultant and the Regional District may agree to attempt to settle the dispute through good faith mediation. If the dispute cannot be resolved through mediation and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in the Province of the Regional District.

23.0 WAIVER OF TERMS AND CONDITIONS

The failure of either the Consultant or the Regional District in any one or more instances to enforce one or more of the terms or conditions of this Contract or to exercise any right or privilege in this Contract or the waiver by the Consultant or the Regional District of any breach of the terms or conditions of this Contract shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

24.0 FORCE MAJEURE

If either the Consultant or the Regional District are prevented from performing their obligations under the Contract, or where the Regional District's work in respect of which the Consultant is providing Services cannot be performed, because of an act of God, an act of a legislative, administrative or judicial entity, fire, flood, labour strike or lock-out, epidemic, unusually severe weather, or other similar cause outside of the control of the Parties (collectively "Force Majeure"), then the obligations of the Consultant and the Regional District under the Contract shall be suspended for so long as the condition constituting Force Majeure continues. The Party affected by Force Majeure shall provide the other Party with notice of the anticipated duration of the Force Majeure event, any actions being taken by the Party providing notice to avoid or minimize the effect of the Force Majeure event and shall make reasonable efforts to remove or mitigate the effects of the condition constituting Force Majeure. Upon the termination of the Force Majeure event, the Regional District shall grant to the Consultant a time extension for performance of any milestone dates required as part of the Services as may be agreed with the Consultant or, if the Regional District and the Consultant are unable to reach agreement, as determined by the dispute resolution process under Section 22 of the Contract. Where as a result of Force Majeure there is a material increase in the Consultant's cost of or the time required for the performance of the Services that is not offset by a decrease in cost, then the Regional District shall increase the amount of the service fee payable to the Consultant under Section 11 of this Contract, as may be agreed by the Consultant, or as determined under Section 22 of the Contract. If the event of Force Majeure results in a material increase in the cost of the work to be performed in respect of which the Consultant is providing the Services, then the Regional District may choose not to proceed with the completion of the work and may terminate this Contract. If the Regional District terminates this Contract following the termination of the Force Majeure event, then it shall compensate the Consultant in accordance with Section 7.1 of this Contract.

ACKNOWLEDGEMENT LETTER

The undersigned has received a full set of RFP ES-22-08
Engineering Services – In Support of the Final Closure of the
Valemount Regional Landfill

Authorized Signatory Signature

Name of Proponent

Name (Please print)

Address

Title

City, Province, Postal Code

Phone Number

Email

Date

I/We presently intend to provide not to provide a Proposal.

Please return immediately by fax or email to:

Darwin Paton, Environmental Services Technician
Regional District of Fraser-Fort George
155 George Street
Prince George, BC V2L 1P8

Email: dpaton@rdffg.bc.ca
Fax Number: 250-562-8676

GOODS AND SERVICES TAX INFORMATION

Supplier:

Name

Address

City Province

Postal Code Phone Number

Are you a GST Registrant? Yes _____ No _____

If YES, please indicate your registration number: _____

If NO, please fill in the following (check appropriate box):

Supplier qualifies as a small supplier under s.148 of the legislation

Other: Specify _____

Authorized Signatory Signature

Print Name

Title

Date

CONFLICT OF INTEREST DISCLOSURE STATEMENT

PROCUREMENT PROCESS

ES-22-08
Engineering Services - for Design and Construction of Final Closure
at the Valemount Regional Landfill

Proponent Name: _____

The Proponent, including its officers, employees, and any person or other entity working on behalf of or in conjunction with, the Proponent on this Procurement Process:

- is free of any conflict of interest that could be perceived to improperly influence the outcome of this procurement process.
- has not, and will not, participate in any improper procurement practices that can provide the Proponent with an unfair competitive advantage including obtaining and using insider type information to prepare a solicitation offer or participating in bid rigging.
- has an actual, perceived or potential conflict of interest regarding this procurement process as a result of:

State reason(s) for Conflict of Interest:

By signing below, I certify that all statements made on this form are true and correct to the best of my knowledge.

Print Name of Person Signing Disclosure

Authorized Representative of:

Signature of Person Making Disclosure

Date Signed

SERVICE AGREEMENT
ES-22-08

**Engineering Services – for Design and Construction of Final Closure
at the Valemount Regional Landfill**

BETWEEN:

REGIONAL DISTRICT OF FRASER-FORT GEORGE

a local government incorporated pursuant to the *Local Government Act* and having its business office located at:
155 George Street
Prince George BC V2L 1P8

(hereinafter called the “Regional District”)

AND:

COMPANY

a company duly incorporated under the laws of British Columbia
and having a place of business at:
Street Address
City, Province, Postal Code

(hereinafter called the “Consultant”)

OF THE FIRST PART

OF THE SECOND PART

WITNESSETH: That the Consultant and the Regional District undertake and agree as follows:

1. The Consultant will:
 - a. Provide all necessary materials, labour, supervision and equipment and perform all work, and fulfil everything as set forth in and in strict accordance with the Service Agreement Documents for the project entitled “Engineering Services – for Design and Construction of Final Closure at the Valemount Regional Landfill”,
 - b. Commence to actively proceed with the Work of the Service Agreement on July 01, 2022.
2. The Regional District will pay to the Consultant as full compensation for the performance and fulfilment of this Service Agreement, the sum or sums of money specified herein in the manner and at the times specified in the Service Agreement Documents.
3. The General Conditions of Service, Service Agreement and other Securities, General Conditions, Operational Specifications, this RFP, Proponent’s proposal submission and all addenda are incorporated herein, to the intent and purpose as though recited in full herein, and the whole will form the Service Agreement and will enure to the benefit of and be binding upon the parties hereto and their successors, executors, administrators, and assigns.
4. No implied agreement of any kind whatsoever, by or on behalf of the Regional District, will arise or be implied from anything contained in this Service Agreement or from any position or situation of the parties at any time, it being understood and agreed that the express contracts, covenants and agreements made herein by the parties hereto are and will be the only contract, covenants and agreements on which any rights against the Regional District may be founded.

5. Subject to Clause 4, this Service Agreement will supersede all communications, negotiations, and agreements, either written or verbal, made between the parties hereto in respect of matters pertaining to this Service Agreement prior to the execution and delivery hereof.
6. All communications in writing between the parties will be deemed to have been received by the addressee if delivered to the individual, or to a member of a firm, or to the General Manager of Environmental Services of the Regional District for whom they are intended, or if sent by registered mail as follows:

The Consultant at _____
(Address)

The Regional District of Fraser-Fort George at 155 George Street, Prince George, BC V2L 1P8.

IN WITNESS WHEREOF the parties have duly executed this Service Agreement.

SIGNED ON BEHALF OF THE
**REGIONAL DISTRICT OF
FRASER-FORT GEORGE**

Chair

Date

GM of Legislative and Corporate Services

Date

SIGNED ON BEHALF OF THE
CONSULTANT

Authorized Signatory Signature

Date

(Name and Title) (Please print)