

Sunshine Coast Regional District

Request for Proposal

Number: 2435202

for

Waste Export and Vertical Expansion Feasibility Study, and Vertical Expansion Engineering

Issue Date: June 14, 2024

Closing Date of

July 15, 2024 at 3:00 PM local time

CONTACT: All enquiries related to this Request for Proposal, including any requests for information and clarification, are to be submitted by June 24, 2024, and directed, in writing, to purchasing@scrd.ca, who will respond if time permits with a Q&A on BCBid by June 28, 2024. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses providing new information will be recorded and posted to BC Bid or otherwise distributed to prospective Proponents.

DELIVERY OF PROPOSALS: Proposals must be in English and must be submitted using one of the submission methods below, and must either (1) include a copy of this cover page that is signed by an authorized representative of the Proponent or (2) be submitted by using the e-bidding key on BC Bid (if applicable), in accordance with the requirements set out in the RFP.

BC Bid Electronic Submission: Proponents may submit an electronic proposal using BC Bid. Proposals must be submitted in accordance with the BC Bid requirements and e-bidding key requirements (found at https://www.bcbid.gov.bc.ca/). Only pre-authorized electronic bidders registered on the BC Bid system can submit an electronic proposal using the BC Bid system. Use of an e-bidding key is effective as a signature.

Email Submission: Proponents may submit an electronic proposal by email. Proposals submitted by email should be submitted to submissions@scrd.ca in accordance with the instructions at Section 1.3 of the General Terms and Conditions of this RFP.

OR

Hard Copy Submission: Proponents must submit **ONE (1)** hard-copies and **ONE (1)** electronic copy on a USB Drive of the proposal. Proposals submitted by hard copy must be submitted by hand or courier to:

Sunshine Coast Regional District 1975 Field Road Sechelt, BC V7Z 0A8

Regardless of submission method, proposals must be received before Closing Time to be considered.

CONFIRMATION OF PROPONENT'S INTENT TO BE BOUND:

The enclosed proposal is submitted in response to the referenced Request for Proposal, including any Addenda. By submitting a proposal the Proponent agrees to all of the terms and conditions of the RFP including the following:

- a) The Proponent has carefully read and examined the entire Request for Proposal;
- b) The Proponent has conducted such other investigations as were prudent and reasonable in preparing the proposal; and
- c) The Proponent agrees to be bound by the statements and representations made in its proposal.

PROPONENT NAME (please print):
NAME OF AUTHORIZED REPRESENTATIVE (please print):
SIGNATURE OF AUTHORIZED REPRESENTATIVE:
DATE:

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1. GENERAL TERMS & CONDITIONS

1.1 DEFINITIONS

Throughout this Request for Proposal, the following definitions apply:

"Addenda" means all additional information regarding this RFP, including amendments to the RFP;

"BC Bid" means the BC Bid website located at https://www.bcbid.gov.bc.ca/;

"Closing Location" includes the location or email address for submissions indicated on the cover page of this RFP, or BC Bid, as applicable:

"Closing Time" means the closing time and date for this RFP as set out on the cover page of this RFP;

"Contract" means the written agreement resulting from the RFP executed by the Regional District and the successful Proponent;

"Contractor" means the successful Proponent to the RFP who enters into a Contract with the Regional District; "Must", or "mandatory" means a requirement that must be met in order for a proposal to receive consideration;

"Proponent" means a person or entity (excluding its parent, subsidiaries or other affiliates) with the legal capacity to contract, that submits a proposal in response to the RFP:

"**Proposal**" means a written response to the RFP that is submitted by a Proponent;

"Request for Proposals" or "RFP" means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the Regional District by Addenda; and

"Should", "may" or "weighted" means a requirement having a significant degree of importance to the objectives of the Request for Proposals.

"SCRD", "Regional District", "Organization", "we", "us", and "our" mean Sunshine Coast Regional District.

1.2 FORM OF PROPOSAL

This Proposal must be completed in its entirety. Failure to properly complete this Proposal form may cause your Proposal to be rejected. The signing officer must initial all corrections. The Sunshine Coast Regional District (Regional District) reserves the right to permit a correction, clarification or amendment to the Proposal or to correct minor errors and irregularities.

1.3 SUBMISSION OF PROPOSAL

- a) Proposals must be submitted before Closing Time to the Closing Location using one of the submission methods set out on the cover page of this RFP. Proposals must not be sent by fax. The Proponent is solely responsible for ensuring that, regardless of submission method selected, the Regional District receives a complete Proposal, including all attachments or enclosures, before the Closing Time.
- b) For electronic submissions (BC Bid or email), the following applies:
 - (i) The Proponent is solely responsible for ensuring that the complete electronic Proposal, including all attachments, is received before Closing Time;

- (ii) The Regional District limits the maximum size of any single email message to 20MB or less.
- (iii) Proponents should endeavour to submit emailed proposal submissions in a single message and avoid sending multiple email submissions for the same opportunity. If an electronic submission exceeds the applicable maximum single message size, the Proponent may make multiple submissions (BC Bid upload or multiple emails for the same opportunity). Proponents should identify the order and number of emails making up the email proposal submission (e.g. "email 1 of 3, email 2 of 3...");
- (iv) For email proposal submissions sent through multiple emails, the Regional District reserves the right to seek clarification or reject the proposal if the Regional District is unable to determine what documents constitute the complete proposal;
- (v) Attachments must not be compressed or encrypted, must not contain viruses or malware, must not be corrupted, and must be able to be opened using commonly available software (e.g. Adobe Acrobat). Proponents submitting by electronic submission are solely responsible for ensuring that any emails or attachments are not corrupted. The Regional District has no obligation to attempt to remedy any message or attachment that is received corrupted or cannot be viewed. The Regional District may reject proposals that are compressed encrypted, cannot be opened or that contain viruses or malware or corrupted attachments.
- c) For BC Bid e-submissions only pre-authorized e-bidders registered on BC Bid can submit electronic bids on BC Bid. BC Bid is a subscription service (\$150 per year) and the registration process may take two business days to complete. If using this submission method, Proponents should refer to the BC Bid website or contact BC Bid Helpdesk at 250-387-7301 for more information. An electronic proposal submitted on BC Bid must be submitted using the e-bidding key of an authorized representative of the Proponent. Using the e-bidding key of a subcontractor is not acceptable.
- d) For email proposal submissions, including any notices of amendment or withdrawal referred to in Section 1.6, the subject line of the email and any attachment should be clearly marked with the name of the Proponent, the RFP number and the project or program title.
- e) The Regional District strongly encourages Proponents using electronic submissions to submit proposals with sufficient time to complete the upload and transmission of the complete proposal and any attachments before Closing Time.
- The Proponent bears all risk associated with delivering its Proposal by electronic submission, including but not limited to delays in transmission between the Proponent's computer and the Regional District Electronic Mail System or BC Bid.

- g) While the Regional District may allow for email proposal submissions, the Proponent acknowledges that email transmissions are inherently unreliable. The Proponent is solely responsible for ensuring that its complete email proposal submission and all attachments have been received before Closing Time. If the Regional District Electronic Mail System rejects an email proposal submission for any reason, and the Proponent does not successfully resubmit its proposal by the same or other permitted submission method before Closing Time, the Proponent will not be permitted to resubmit its proposal after Closing Time. The Proponent is strongly advised to contact the Regional District Contact immediately to arrange for an alternative submission method if:
 - (i) the Proponent's email proposal submission is rejected by the Regional District Electronic Mail System; or
 - (ii) the Proponent does not receive an automated response email from the Regional District confirming receipt of each and every message transmitted, within a half hour of transmission by the Proponent.

An alternate submission method may be made available, at the Regional District's discretion, immediately to arrange for an alternative submission method, and it is the Proponent's sole responsibility for ensuring that a complete proposal (and all attachments) submitted using an approved alternate submission method is received by the Regional District before the Closing Time. The Regional District makes no guarantee that an alternative submission method will be available or that the method available will ensure that a Proponent's proposal is received before Closing Time.

1.4 SIGNATURE REQUIRED

Proposals must be properly signed by an officer, employee or agent having authority to bind the Proponent by that signature.

1.5 CLARIFICATIONS, ADDENDA & MINOR IRREGULARITIES

If any Proponent finds any inconsistencies, errors or omissions in the proposal documents or requires information, clarification of any provision contained therein, they shall submit their query in writing or email, addressed as follows:

Purchasing Division Sunshine Coast Regional District 1975 Field Road, Sechelt, BC V7Z 0A8

purchasing@scrd.ca

Any interpretation of, addition to, deletions from or any corrections to the proposal documents will be issued as written addendum by the Regional District.

All Addenda will be posted on BC Bid. It is the sole responsibility of the Proponent to check for Addenda on BC Bid. Proponents are strongly encouraged to subscribe to BC Bid's email notification service to receive notices of Addenda.

1.6 WITHDRAWAL OR REVISIONS

Proposals or revisions may be withdrawn by written notice provided such a notice of withdrawal is received prior to the closing date and time. Proposals withdrawn will be returned to the Proponent unopened. Revisions to the proposals already received shall be submitted only by electronic mail, or signed letter. The revision must state only the amount by which a figure is to be increased or decreased, or specific directions as to the exclusions or inclusion of particular words.

1.7 CONDUCT OF THE CONTRACT

Unless otherwise specified within this document, any queries regarding this Request for Proposal are to be directed to purchasing@scrd.ca. No other verbal or written instruction or information shall be relied upon by the Bidder, nor will they be binding upon the Regional District.

1.8 CONFLICT OF INTEREST/NO LOBBYING

- (a) A Proponent may be disqualified if the Proponent's current or past corporate or other interests, or those of a proposed subcontractor, may, in the Regional District's opinion, give rise to an actual or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by a Proponent in the preparation of the RFP or a relationship with any employee, contractor or representative of the Regional District involved in preparation of the RFP, participating on the evaluation committee or in the administration of the Contract. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the Regional District Contact prior to submitting a proposal. By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP.
- (b) A Proponent must not attempt to influence the outcome of the RFP process by engaging in lobbying activities. Any attempt by the Proponent to communicate, for this purpose directly or indirectly with any employee, contractor or representative of the Regional District, including members of the evaluation committee and any elected officials of the Regional District, or with the media, may result in disqualification of the Proponent.

1.9 CONTRACT

By submitting a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with the Regional District on substantially the same terms and Conditions set out in www.scrd.ca/bid and such other terms and conditions to be finalized to the satisfaction of the Regional District, if applicable.

1.10 SUSTAINABLE PROCUREMENT

The Regional District adheres to its sustainable consideration factors. Proposals will be considered not only on the total cost of services, but Proposals that addresses the environment and social factors.

1.11 INVOICING AND PAYMENT

Unless otherwise agreed, the Regional District payment terms are Net 30 days following receipt of services or approved invoices, whichever is later. Original invoices are to be forwarded to the accounts payable department of the Regional District. The purchase order number assigned by the Regional District must be stated on the invoice otherwise payment may be delayed.

1.12 PRICING, CURRENCY AND TAXES

Offered prices are to be attached as a price schedule in Canadian dollars with taxes stated separately when applicable.

1.13 IRREVOCABLE OFFER

This Proposal must be irrevocable for 90 days from the Proposal closing date and time.

1.14 TIME IS OF THE ESSENCE

Time shall be of the essence in this contract.

1.15 ASSIGNMENT

The Proponent will not, without written consent of the Regional District, assign or transfer this contract or any part thereof.

1.16 OWNERSHIP OF DOCUMENTS & FREEDOM OF INFORMATION

All documents submitted in response to this Request for Proposal shall become the property of the Regional District and as such will be subject to the disclosure provisions of the *Freedom of Information and Protection of Privacy Act* and any requirement for disclosure of all or a part of a Proposal under that Act.

The requirement for confidentiality shall not apply to any Proposal that is incorporated into a Contract for the Work. Further, the Regional District may disclose the top scoring proponent's aggregate pricing to the Regional District Board at a public meeting, when making a recommendation for the award of the Contract.

For more information on the application of the Act, go to http://www.cio.gov.bc.ca/cio/priv_leg/index.page.

1.17 AWARD OF CONTRACT

The Purchasing Policy at the Regional District offers contracts to businesses through an open, fair and consistent competitive bidding process. This ensures that the Regional District will receive the best overall value for the goods and services it requires. The Regional District reserves the right to cancel, award all or part of the scope of work described in this document to a single Proponent or may split the award with multiple Proponents.

All awards are subject to Board approval that meets the needs as determined by the Board. The Regional District, in receipt of a submission from a Proponent, may in its sole discretion consider the Proponent to have accepted the terms and conditions herein, except those expressly excluded or changed by the Proponent in writing.

The RFP shall not be construed as an agreement to purchase goods or services. The lowest priced or any proposal will not necessarily be accepted. The RFP does not commit the Regional District in any way to award a contract and that no legal relationship or obligation regarding the procurement of any good or service will be created between Regional District and the proponent unless and until Regional District and the proponent execute a written agreement for the Deliverables

1.18 COST OF PROPOSAL

The Proponent acknowledges and agrees that the Regional District will not be responsible for any costs, expenses, losses, damage or liability incurred by the Proponent as a result of or arising out submitting a Proposal for the proposed contract or the Regional District's acceptance or non-acceptance of their proposal. Further, except as expressly and specifically permitted herein, no Proponent shall have any claim for any 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.

1.19 PROPONENT'S RESPONSIBILITY

It is the Proponent's responsibility to ensure that the terms of reference contained herein are fully understood and to obtain any further information required for this proposal call on its own initiative. The Regional District reserves the right to share, with all proponents, all questions and answers related to this bid call.

1.20 EVALUATIONS

Proposals will be evaluated in private, including proposals that were opened and read in public, if applicable. Proposals will be assessed in accordance with the evaluation criteria.

If only one Proposal is received, the Regional District reserves the right to open the Proposal in private or if the total bid price exceeds the estimated budget for the Contract, the Regional District may cancel and re-tender, accept, not accept and cancel or re-scope the Work seeking a better response, with or without any substantive changes being made to the solicitation documents. If more than one Proposal is received from the same Proponent, the last Proposal received, as determined by the Regional District, will be the only Proposal considered.

1.21 ACCEPTANCE OF TERMS

The submission of the Proposal constitutes the agreement of the Proponent that all of the terms and conditions of the RFP are accepted by the Proponent and incorporated in its Proposal, except those conditions and provisions which are expressly excluded and clearly stated as excluded by the Proponent's proposal.

1.22 MANDATORY REQUIREMENTS

Proposals not clearly demonstrating that they meet the mandatory requirements will receive no further consideration during the evaluation process.

1.23 INSURANCE & WCB

The Proponent shall obtain and continuously hold for the term of the contract, insurance coverage with the Regional District Listed as "Additional Insured" the minimum limits of not less than those stated below:

- (a) Commercial General Liability not less than \$2,000,000 per occurrence
- (b) Motor Vehicle Insurance, including Bodily Injury and Property Damage in an amount no less than \$2,000,000 per accident from the Insurance Corporation of British Columbia on any licensed motor vehicles of any kind used to carry out the Work.
- (c) Error & Omissions Insurance not less than \$2,000,000 per occurrence
- (d) A provision requiring the Insurer to give the Owners a minimum of 30 days' notice of cancellation or lapsing or any material change in the insurance policy;

The Proponent must comply with all applicable laws and bylaws within the jurisdiction of the work. The Proponent must further comply with all conditions and safety regulations of the Workers' Compensation Act of British Columbia and must be in good standing during the tern of any contract entered into from this process.

1.24 COLLUSION

Except otherwise specified or as arising by reason of the provisions of these documents, no person, or corporation, other than the Proponent has or will have any interest or share in this proposal or in the proposal contract which may be completed in respect thereof. There is no collusion or arrangement between the Proponent and any other actual or prospective Proponent in connection with proposals submitted for this project and the Proponent has no knowledge of the context of other proposals and has no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the proposal.

1.25 CONFLICT OF INTEREST

Proponents shall disclose in its Proposal any actual or potential conflict of interest and existing business relationship it may have with the Regional District, its elected or appointed officials or employees.

1.26 LIABILITY FOR ERRORS

While the Regional District has used considerable efforts to ensure an acute representation of information in these bid documents, the information contained is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Regional District nor is it necessarily comprehensive or exhaustive.

1.27 TRADE AGREEMENTS

This RFP is covered by trade agreements between the Regional District and other jurisdictions, including the following:

- a) Canadian Free Trade Agreement; and
- b) New West Partnership Trade Agreement.

1.28 LAW

This contract and any resultant award shall be governed by and construed in accordance with the laws of the Province of British Columbia, which shall be deemed the proper law thereof.

1.29 REPRISAL CLAUSE

Tenders will not be accepted by the Regional District from any person, corporation, or other legal entity (the "Party") if the Party, or any officer or director of a corporate Party, is, or has been within a period of two years prior to the tender closing date, engaged either directly or indirectly through another corporation or legal entity in a legal proceeding initiated in any court against the Regional District in relation to any contract with, or works or services provided to, the Regional District; and any such Party is not eligible to submit a tender.

1.30 FORCE MAJEURE (ACT OF GOD)

Neither party shall be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control including but not limited to acts of God, war, strikes or labour disputes, embargoes, government orders or any other force majeure event. The Regional District may terminate the Contract by notice if the event lasts for longer than 30 days.

1.31 CONFIDENTIAL INFORMATION OF PROPONENT

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by Regional District. The confidentiality of such information will be maintained by Regional District, except the total proposed value, which must be publicly released for all proposals, or otherwise required by the Freedom of Information and Protection of Privacy Act ("FOIPPA"), law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by Regional District to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

1.32 DISPUTE RESOLUTION

All unresolved disputes arising out of or in connection with this Proposal or in respect of any contractual relationship associated therewith or derived therewith shall be referred to and finally resolved by arbitration as prescribed by Mediate BC services pursuant to its rules, unless otherwise mutually agreed between the parties.

1.33 DEBRIEFING

At the conclusion of the RFP process, all Proponents will be notified. Proponents may request a debriefing meeting with the Regional District.

2. INTRODUCTION

2.1 Purpose

The Regional District is seeking a qualified Contractor to provide two (2) comprehensive feasibility studies, including waste export, and the vertical expansion of the existing Sechelt Landfill, as options for the management of solid waste in the region. The primary objective of this project is to gain understanding of project intricacies and to identify the cost per tonne for both waste export and vertical expansion, to inform capital project decisions.

Dependent on the outcome of the feasibility studies, The Regional District may request that the Contractor provide engineering services required to design and tender a vertical expansion at the Sechelt Landfill or additional assessments and plan development related to exporting waste.

3. SITUATION/OVERVIEW

3.1 Background

The Regional District provides a variety of solid waste services to a population of approximately 30,000 people that includes three member municipalities (i.e. the District of Sechelt, the shíshálh Nation Government District and the Town of Gibsons) and five electoral areas. The Regional District's 2022 disposal rate was 379 kg/capita. Waste is delivered to the Pender Harbour Transfer Station, which is then transferred to the Sechelt Landfill, or waste is delivered directly to the Sechelt Landfill. The Regional District operates both sites. The Sechelt Landfill is the only operational landfill in the region and is nearing capacity.

Previous feasibility studies have resulted in capital projects to extend the life of the existing Sechelt Landfill to 2030, however, long-term options for solid waste management need to be considered. In 2024, the Regional District Board directed staff to complete two (2) feasibility studies to identify potential options for the management of solid waste on the Sunshine Coast past 2030.

3.2 Project Objectives

The Regional District is currently completing an update to the region's Solid Waste Management Plan. The Solid Waste Management Plan is required by the Province of British Columbia to include long-term waste disposal options. The two feasibility studies in this project will inform the waste disposal options that will be included within the Solid Waste Management Plan Update in early 2025.

3.3 Scope

The scope of the work by the Contractor shall include, but not be limited to the following:

1) Provide all materials, supervision, labour, equipment and all else necessary for, or incidental to, the proper execution of the work described in the proposal.

- 2) Contact third parties by phone or email on behalf of the Regional District to gather data or explore opportunities and provide a record of those contacts to the Regional District which includes contact information, date, and a brief summary of the conversation.
- 3) Perform all project management duties related to this project.
- 4) Organize and provide minutes of all meetings between Regional District staff and proponent.
- 5) Organize and provide minutes of all meetings between Regional District staff and proponent and third parties.
- 6) Conclude each task with a memo, of which a draft version will be provided for Regional District review before finalization of each memo. The Contractor should plan for two rounds of review by the Regional District before the documents are finalized.
- 7) Provide digital copies of all memos/reports prepared.
- 8) Prepare and provide an in-person presentation to the Regional District Board summarizing Tasks 1 and 2 and the findings of Task 3.
- 9) Prepare and present a presentation to a gathering of elected officials on the Sunshine Coast (Solid Waste Summit) summarizing Tasks 1 and 2 and the findings of Task 3.

3.3.1 Responsibilities of the Contractor

In general, the responsibilities of the Contractor shall include, but not be limited to the following:

Task 1: Waste Export Feasibility Study (Task 1 and Task 2 will occur simultaneously and result in Task 3)

- 1. Assess the feasibility of developing a Waste Export Transfer Station (WETS) at the Hillside Development Park location.
- 2. Specify and incorporate critical dependencies for waste export, including but not limited to:
 - a. Transportation needs, including by road, rail, and water.
 - b. Cross-border requirements (if necessary).
 - c. Contingencies needed for exporting waste such as alternate transfer station locations, waste storage, and disposal location(s).
 - d. Consider First Nation's engagement requirements, to be provided by the Regional District (the proponent will not be expected to communicate with relevant Nations to determine engagement requirements).
 - e. Regulatory requirements, including permits and studies needed to receive approval to build and operate a WETS.
 - f. Timeline for engagement, permitting, and construction of a WETS.
 - g. Operational requirements: and total costs per tonne to build and operate a WETS and export waste off Coast.
- 3. Present findings in feasibility study report to the Regional District.

Task 2: Vertical Expansion Feasibility Study

- 1. Assess technical feasibility of developing a vertical expansion at the Sechelt Landfill within the existing property.
- 2. Create preliminary concept design of expansion project to determine how much potential airspace and years of landfill life it may provide, using current and expected rates of landfilling and site-specific constraints.
- 3. Confirm feasibility of design concept through discussion with appropriate ministry staff and assess likelihood of successful application.
- 4. Specify and incorporate critical dependencies for vertical expansion, including but not limited to:
 - a. Regulatory requirements, including permits and studies needed to construct a vertical expansion.
 - b. Consider First Nation's engagement requirements, to be provided by the Regional District (the proponent will not be expected to communicate with relevant nations to determine engagement requirements).
 - c. Timeline for engagement, permitting, and construction of a vertical expansion.
 - d. Operational challenges of landfilling the airspace created by a vertical expansion; and
 - e. Total costs per tonne for the permitting and construction of a vertical expansion at Sechelt Landfill.
- Present findings in a feasibility study report to the Regional District.

Task 3: Business Case Comparison

- 1. Create a business case recommendation report comparing Tasks 1 and 2.
- 2. Present findings in-person to the Sunshine Coast Regional District Board.
- 3. Present findings in-person to a gathering of elected officials on the Sunshine Coast (Solid Waste Summit).

Task 4: Additional Studies

Based on Board direction received following consideration of the outcomes of Tasks, 1, 2 and 3, the Regional District may request that the Contractor undertake additional tasks. The detailed scope of these tasks will be confirmed by the Regional District in a contract amendment after Board direction is received to undertake additional work. The task listed below are examples of additional work that the contractor could be required to undertake as part of this contract.

1. Provisional Engineering Design of Vertical Expansion (Determined by Task 3). Provide detailed design and tender specifications for the construction of the vertical expansion at

the Sechelt Landfill that meets regulatory requirements, to increase the lifespan of Sechelt Landfill.

2. Additional assessment to confirm the feasibility of a waste export option, including but not limited to field investigations, conceptual design development, and engagement with potential transport networks, disposal locations, stakeholders, and First Nations.

3.3.2 Responsibilities of the Regional District

The Regional District shall provide the following:

- 1. Data as requested, and when available.
- 2. General guidance, direction, and information as and when desired or required.

4. CONTRACT

4.1 General Contract Terms and Conditions

Proponents should review carefully the terms and conditions set out in the General Service Contract, including the Schedules. The General Contract terms can be found at: https://www.scrd.ca/go/terms

4.2 Service Requirements

The Contractor's responsibilities will include the following:

Task 1: Waste Export Feasibility Study

- 1. Confirm the feasibility of developing a WETS at the Hillside Development Park location through identifying and confirming:
 - a. The permits and studies required to receive approval from regulatory authorities to build and operate the facility(s).
 - b. Engagement and approvals required, including First Nations (based on information supplied by the Regional District), other governing authorities, and the public, taking into consideration any specific engagement protocols.
 - c. A high-level site construction plan, considering necessary infrastructure such as road works to the site, land clearing, 3-phase power, equipment assets, etc...
 - d. Efficiencies to consider in the construction of a WETS to reduce waste export costs, such as increasing density of waste or new waste diversion opportunities.
 - e. Necessary solid waste system changes that could occur if WETS is built, such as regulated waste drop off or transfer locations, etc.

- f. An estimated timeline for the above.
- g. Estimated costs for permitting and construction.
- h. Estimated costs for operating the site.
- i. Other considerations as identified by the Contractor.
- 2. Confirm the feasibility of Waste Export from the Sunshine Coast by considering:
 - a. Options of where to export waste to and the transport steps required, including border requirements and vessel/transport requirements.
 - b. General contingencies required to export waste, such as alternate disposal locations.
 - c. Estimated costs to export waste, including transport and disposal, in cost per tonne.
 - d. Other considerations as identified by the Contractor.
- 3. Estimate the overall cost per tonne to build and operate WETS and export waste off the Sunshine Coast.

Task 2: Vertical Expansion Feasibility Study

- 1. Confirm the technical feasibility of a vertical expansion at the Sechelt Landfill through identifying and confirming:
 - a. The permits and studies required to achieve approval from regulatory authorities to build.
 - b. Engagement and approvals required, including First Nations (based on information supplied by the Regional District), other governing authorities, and the public, taking into consideration any specific engagement protocols.
 - c. Discuss design concept with the appropriate Provincial Ministry staff and assess likelihood of successful application.
 - d. A high-level design and concept drawings of the expansion option(s).
 - e. Operational efficiency opportunities and challenges of landfilling the airspace created by a vertical expansion.
 - f. How much airspace and landfill life could it provide, considering current and expected rates of landfilling.
 - g. Estimated timeline for the above.
 - h. Estimated costs for permitting and construction.
 - i. Estimated additional costs for operating the site with the vertical expansion.

2. Estimate the overall cost per tonne to build and operate the vertical expansion at the Sechelt Landfill.

Task 3: Business Case Comparison

- 1. Compare feasibility results of Task 1 and Task 2 in a multi criteria analysis, based on the information developed by the Contractor, with input from Regional District staff.
- 2. Provide a report detailing the comparison of Task 1 and Task 2 with a recommended option to proceed with.
- 3. Provide an in-person presentation to the Regional District Board on the findings of the waste export feasibility study and vertical expansion feasibility study.
- 4. Provide an in-person presentation to a gathering of elected officials on the Sunshine Coast (Solid Waste Summit) on the findings of the waste export feasibility study and vertical expansion feasibility study. Note that the Regional District will facilitate this meeting and the successful proponent is only expected to provide a presentation and respond to questions from the audience.

Task 4: Additional Studies (Determined by Task 3)

- Vertical Expansion Engineering and Design Services: Following the completion of Task 3, and if directed by the Regional District, the Contractor shall produce detailed design drawings and tender specifications for tendering and construction purposes. The Contractor, will:
 - a. Produce a detailed final design.
 - b. Complete the Provincial permitting application and development of all supporting documents.
 - c. Update, finalize and issue construction ready tender specifications, drawings and prepare a tender package.
 - d. Prepare a Class B project cost estimate for budgeting purposes.
 - e. Provide Construction Management Services should the vertical expansion option proceed to construction.
 - f. Provide Post Construction Engineering Services should the vertical expansion option proceed to construction.
- Additional Waste Export Assessments: Following the completion of Task 3, and if directed by the Regional District, the Contractor shall further confirm the feasibility of a waste export option, including but not limited to field investigations, conceptual design development, and engagement with potential transport networks, disposal locations, stakeholders, and First Nations.

4.3 Related Documents

- 2011 Sunshine Coast Regional District Solid Waste Management Plan
- 2021 Tetra Tech Future Waste Disposal Options Analysis Study
- 2024 Future Long-Term Solid Waste Disposal Options Project Update
- 2023 Solid Waste Composition Study
- 2023 Current Waste Management Systems Review

4.4 Proposed Project Timing

The Regional District is anticipating a contract award in late Q2 2024. The Regional District would like Tasks 1, 2 and 3 completed by Q1 2025 and a presentation of the findings made to the Regional District Board no later than February 2025, and an additional presentation to other elected official on the Coast at a summit centered around solid waste management on the Sunshine Coast thereafter in Q1 2025, or sooner as is feasible by the completion of Tasks 1, 2, and 3. Tasks 1, 2 and 3 are to be completed in parallel. Task 4 will only be initiated based on direction received from the Regional District.

5. REQUIREMENTS

In order for a proposal to be considered, a Proponent must clearly demonstrate that they meet the mandatory requirements set out in Section 7.1 (Mandatory Criteria) of the RFP.

This section includes "Response Guidelines" which are intended to assist Proponents in the development of their proposals in respect of the weighted criteria set out in Section 7.2 of the RFP. The Response Guidelines are not intended to be comprehensive. Proponents should use their own judgement in determining what information to provide to demonstrate that the Proponent meets or exceeds the Regional District's expectations.

Please address each of the following items in your proposal in the order presented. Proponents may find it helpful to use the individual Response Guidelines as headings for proposal responses.

5.1 Capabilities

The Proponent needs to provide the qualifications of all staff who will be involved in the project, as well as provide the names and qualifications of any subcontractors who will be involved.

5.1.1 Relevant Experience

The Proponent and any subcontractors of the Proponent included in its proposal should have a minimum of two (2) years within the past five (5) years providing services of a similar scope and complexity. Similar scope and complexity are defined as:

- Completing feasibility studies with regards to landfill sites.
- Report writing, including demonstrated strong writing skills.

The Proponent and any subcontractors of the Proponent included in its proposal should indicate that a registered professional engineer will sign and approve the conceptual design in Task 2, and the report in Task 3, as well as the provisional work in Task 4.

5.1.2 References

Proponents need to provide a minimum of three (3) references (i.e. names and contact information) of individuals who can verify the quality of work provided specific to the relevant experience of the Proponent and of any subcontractors named in the proposal. References from the Proponent's own organization or from named subcontractors are not acceptable.

The Regional District reserves the right to seek additional references independent of those supplied by the Proponent, including internal references in relation to the Proponent's and any subcontractor's performance under any past or current contracts with the Regional District or other verifications as are deemed necessary by it to verify the information contained in the proposal and to confirm the suitability of the Proponent.

5.1.3 Environmental Requirements

If the Construction Management Services scope is awarded, the Proponent will be responsible for ensuring that the contractor completes the work in compliance with all relevant environmental regulations.

5.1.4 Vertical Expansion Engineering and Design Services Requirements (Task 4)

Proponents shall provide a detailed estimate of costs for performing the Construction Management Services and Post Construction Engineering Services, which will be included in the budget proposal for the construction phase of this project and will be brought forward to the Regional District Board for budget adoption. If the construction budget receives Board approval, the Regional District may award the Construction Management Services and Post Construction Engineering Services based on the estimates provided.

Design Services

The specifications shall be in the Master Municipal Construction Document Association (MMCD), most current version, format. The drawings shall be signed and sealed by a Professional Engineer in good standing with Engineers and Geoscientists British Columbia (EGBC) and submitted to the Ministry of Environment and Climate Change (MOECC) for approval.

Design drawings and construction cost estimates shall be submitted for Regional District review and comments at 30%, 60% and 90% completion stages. Proponents shall include provisions to host design review meetings for each stage, as well as one community public meeting to present the design and address questions. The construction cost estimate accuracy shall match the stage of design, ending with a Class B estimate at 90% design stage.

Permitting Services

The Contractor will be responsible for preparing and submitting all permit applications required to complete the Project. The Contractor will be required to provide technical support throughout the permitting process as required to secure all permits. This may include attending meetings and/or preparing additional documentation in support of the applications.

Construction Tendering Services

The Proponent shall provide final issued for tender contract documents. The format of the construction tendering specifications shall be in the format of the MMCD, most current version.

The Construction Tendering duties would include at minimum:

- i. Defining scope of work and Contractor's responsibilities.
- ii. Responding to technical inquiries from interested bidders.
- iii. Reviewing bid packages for completeness and qualification; and
- iv. Preparation and completion of the complete Issued for Tender contract documents.

Construction Management Services - Cost Estimate Only

While the construction phase will not be awarded at this time, the Proponent shall provide a cost estimate for Construction Management engineering services. The cost estimate for Construction Management services will be used to form the construction budget for the project, and the Regional District may choose to award this work to the Contractor, if the construction budget is approved.

If awarded, the Construction Management duties would include at minimum:

- i. Initiating kick-off meeting with contractor and Regional District.
- ii. Conducting at least 6 site meetings, or as many as is determined by the scope of work, with contractor and Regional District.
- iii. Construction inspection as required.
- iv. Change order review and recommendation; and
- v. Progress drawings review and approval.

Post Construction Engineering Services – Cost Estimate Only

While the post construction phase will not be awarded at this time, the Contractor shall provide a cost estimate for Post Construction engineering services. The cost estimate for Post Construction engineering services will be used to form the construction budget for the project, and the Regional District may choose to award this work to the Contractor if the construction budget is approved.

If awarded, the Post Construction duties would include at minimum:

- i. Hazard and Operability Analysis and preparation of any required safe work procedures.
- ii. Preparation of Operation and Maintenance documentation.
- iii. System commissioning coordination and oversight; and
- iv. Preparation and certification of record drawings, in electronic format, AutoCAD Civil 2018 or newer version.

5.2 Sustainable Social Procurement

A factor in the Regional District evaluation process is sustainable social procurement and the evaluation of proposals will take this into consideration.

As part of any submission the Proponent is encouraged to identify how they may contribute to the following key social, employment and economical goals, but not limited to the following:

- a) Contribute to a stronger local economy by:
 - promoting a Living Wage
 - Using fair employment practices;
 - Increase training and apprenticeship opportunities;
- b) Local expertise knowledge by:
 - Being locally owned;
 - Utilization of local subcontractors:
- c) Environmental Cost of Ownership;
- d) Energy efficient products:
- e) Minimal or environmental friendly use of packing materials; and
- f) Reducing hazardous materials (toxics and ozone depleting substances).

5.3 Approach

The Proponent should include how they will conduct the work. This includes:

- a) Methodology as to how the work will be completed, the methodology should include at a minimum:
 - i. How each of the four tasks of the project will be conducted.
 - ii. Schedule and milestones to meet or exceed deadlines.
 - iii. How many meetings and what type of will be held with the Regional District and how those meetings will be conducted (e.g. in-person, video conference).
 - iv. What is expected of the Regional District to support the proponent.
 - v. How the Proponent will meet or exceed the Regional District requirements.
 - vi. Any cost reduction incentives.
- b) Employee qualifications, experience, training and safety standards and programs.

5.4 Price

Proponents need to submit a fee proposal that sets out the separate costs of each project described as well as an all-inclusive cost for all the projects; the proposal should include a

breakdown of the fixed prices including time, travel, hourly billable rates and material costs. Proponent's submissions will be evaluated based on the pricing provided for Tasks 1, 2, and 3 only.

Proponents need to submit a fee proposal that includes hourly rates for Task 4 that do not include projects described in this document. Hourly rates for Task 4 will not form part of this evaluation.

Prices quoted will be deemed to be:

- in Canadian dollars;
- inclusive of duty, FOB destination, and delivery charges where applicable; and
- exclusive of any applicable taxes.

6. PROPOSAL FORMAT

Proponents should ensure that they fully respond to all requirements in the RFP in order to receive full consideration during evaluation.

The following format, sequence, and instructions should be followed in order to provide consistency in Proponent response and ensure each proposal receives full consideration. All pages should be consecutively numbered.

- a) Signed cover page (see section 7.1 Mandatory Criteria).
- b) Table of contents including page numbers.
- c) A short (one or two page) summary of the key features of the proposal.
- d) The body of the proposal, including pricing, i.e. the "Proponent Response".
- e) Appendices, appropriately tabbed and referenced.
- f) Identification of Proponent (legal name)
- g) Identification of Proponent contact (if different from the authorized representative) and contact information.

7. EVALUATION

Evaluation of proposals will be by a committee formed by the Regional District and may include other employees and contractors.

The Regional District's intent is to enter into a Contract with the Proponent who has met all mandatory criteria and minimum scores (if any) and who has the highest overall ranking.

Proposals will be assessed in accordance with the entire requirement of the RFP, including mandatory and weighted criteria.

The Regional District reserves the right to be the sole judge of a qualified proponent.

The Evaluation Committee may, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal, and the Evaluation Committee may make such requests to only selected Proponents. The Evaluation Committee may consider such clarification or additional information in evaluating a Proposal.

7.1 Mandatory Criteria

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

Mandatory Criteria

The proposal must be received at the Closing Location before the Closing Time.

The proposal must be in English.

The proposal must be submitted using one of the submission methods set out on the cover page of the RFP.

The proposal must either (1) include a copy of the Confirmation of Proponent's Intent to be Bound that is signed by an authorized representative of the Proponent, this is also required for email submissions or (2) be submitted by using the e-bidding key on BC Bid (if applicable), in accordance with the requirements set out in the RFP.

The project team must include a Qualified Registered Professional engineer for the Task 4 portion.

7.2 Weighted Criteria

Proposals meeting all of the mandatory criteria will be further assessed against the following weighted criteria.

Weighted Criteria	Weight (%)
Experience and Capabilities	40
Approach	30
Sustainable Social Procurement	5
Price	25
TOTAL	100

7.3 Price Evaluation

The lowest priced Proposal will receive full points for pricing. All other prices will be scored using the following formula: lowest priced proposal/price of this proposal* total points available for price.