



REQUEST FOR
PROPOSALS

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| RFP TITLE: Chaumox Landfill DOCP Update | |
| RFP NUMBER: 23003 | DATE ISSUED: February 3 rd 2023 |
| CLOSING TIME/DATE: February 24 th 2024 at 12:00 pm | |

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Part A - INTRODUCTION

A.1 RFP Overview

The Fraser Valley Regional District ("FVRD") is seeking proposals from qualified proponents ("Proponents") in response to this request for proposals ("RFP") for the update of the Chaumox Landfill Design, Operations and Closure Plan Update.

The Landfill is the designated sanitary discharge site for municipal solid waste originating from the Regional District's Electoral Area A. The Landfill is located at 50390 Chaumox Road approximately 6 km north of North Bend, BC, adjacent to the Canadian Pacific Railway right-of-way and the Fraser River to the east, as indicated on the attached map (**Schedule A**). The Program must be conducted by the Regional District in accordance with the permitted Operational Certificate issued by the Ministry of Environment attached available at the following hyperlink: [Chaumox Landfill OC](#).

A.2 Background

The Chaumox Road Landfill, which is situated on Crown Land, originally came into use in 1982, with waste deposition occurring in an informal, unsupervised fashion. In 1987, the Regional District took over management under a Ministry of Environment (MOE) Permit. In 2017, the MOE issued the Regional District an Operational Certificate (OC:101804).

The Design, Operation and Closure Plan was last updated in 2018 and is available for download via hyperlink: [Chaumox LF DOCP](#).

The Landfill is currently run by the Boston Bar & Area A Landfill Society, a not-for-profit group of local citizens, whose legal entity was formed to allow for community level management and cost savings.

The Landfill is quite small and located in a very remote forested area, with limited availability of cell-phone coverage. **The area is frequented by wildlife including bears.** Although the active landfilling area is surrounded by an electrical bear fence the existing groundwater wells and other sampling points are not located within the safety of this fence. The most distant sampling locations are the seeps at the shore of the Fraser River, located an estimated 20 minutes down-slope walk from the main landfill site. Anyone submitting a proposal should be aware of this fact and properly account for these conditions and take appropriate measures in their proposal.

Groundwater samples are collected quarterly from five (5) wells: BH00-1, a well that was drilled and completed in 2001 and repaired in 2014, as well as MW2-14 and MW3-14, both drilled and completed in 2014. Three additional wells were added in 2018: MW4-18, MW5-18. Down-gradient groundwater is also sampled from one of four seeps located relatively close together along the bank of the Fraser River. These seeps act as groundwater discharge points prior to release into the Fraser River. During the 2014 drilling program, an additional up-gradient well (MW1-14) was drilled to characterize background conditions, but no water was found. Therefore, this well will not be utilized during the monitoring program. Locations of the wells can be found in **Schedule B** as well as the hyperlinked DOCP.

Two seasonal surface water drainage paths converge west of the Landfill and flow via a culvert under Chaumox Road on the Landfill. The surface water is then diverted around the Landfill by ditching and flows to the east where it converges with a creek before discharging to the Fraser River. A smaller ditching system has also been set up to divert water to the southeast corner of the Landfill where it flows off site via a culvert. But unfortunately, in the past during scheduled monitoring events, these

systems have always been dry. It should be noted that the Chaumox Road Landfill is a natural attenuation landfill and that there are no leachate collection or treatment systems in place.

Part B- OBJECTIVES

B.1 Scope of Services

The FVRD anticipates the services will comprise the production of an updated Design, Operations, and Closure Plan (DOCP) for the Chaumox Landfill by completing each section from the BC Landfill Criteria for Municipal Solid Waste section 10.3, including without limiting anything else required by the Ministry of Environment and Climate Change Strategy, the BC Landfill Criteria for Municipal Solid Waste and the Operational Certificate of the Landfill by May 31st 2023. The Landfill Criteria for Municipal Solid Waste is available at the following hyperlink: [Landfill Criteria for Municipal Solid Waste](#)

(collectively, the "**Services**") all to be provided with consideration being given to a focus on value to the FVRD and Project budget.

B.2 Timeline

The proposed deadlines for key aspects of this RFP are as follows (as may be amended by the FVRD at its discretion):

| ITEM | DESCRIPTION | EXPECTED COMPLETION DATE |
|------|----------------------------------|--------------------------------|
| 1 | Submission of proposals deadline | February 24 th 2023 |
| 2 | Notice of Award | March 24 st 2023 |
| 3 | Completion of DOCP Update | May 31 st 2023 |

Part C - INSTRUCTIONS AND INFORMATION FOR PROPONENTS

C.1 Closing Date and Location

Proposals must be received by 12:00 PM PST on February 24th 2023 ("**Closing**") at the following email address: bdyck@fvrd.ca

The time for Closing will be conclusively deemed to be the time shown on the clock used by the FVRD for this purpose.

C.2 Form of Proposal Submissions

Proponents are requested to submit the following copy of their proposal ("**Proposal**"):

- i. one (1) electronic copy in PDF format to the following email: bdyck@fvrd.ca

C.3 Mandatory Requirements

Proponents must include in their proposals, the following information:

- i. Completed and signed Form of Proposal set out in **Schedule C**;
- ii. Proponent's Experience - list of completed or current work requiring services comparable to the services sought in this RFP, including a brief description of the work, approximate contract value and references (with phone numbers) for each work that the FVRD may contact as set out in **Schedule D**
- iii. Costs - details costs for the Proponents provision of the Services in Canadian Dollars, inclusive of all costs, expenses and charges, but exclusive of GST and Provincial Sales Tax; and
- iv. sufficient detail to allow the FVRD to determine the Proponent's position from the documents received, such, as, details of the Proponent's team, including, their roles and responsibilities and reporting relationships, understanding of the Project and proposed work plan for carrying out the Services.

C.4 Information Meeting

A Proponent's meeting will not be held.

C.5 Enquiries

All enquiries and notices related to this RFP, including any requests for information and clarification, are to be directed in writing to the contact person ("**Contact Person**") indicated below.

Contact Person: Brett Dyck, Engineering & Community Services Technologist

Address: 1 - 45950 Cheam Avenue
Chilliwack, BC V2P 1N6

Email: bdyck@fvrd.ca

Enquiries and responses will be recorded and may be distributed to all Proponents at the discretion of the FVRD. Clarifications, comments, revisions or any other information regarding this RFP obtained by a Proponent from any source other than from the Contact Person is not authorized and should not be relied upon.

Part D - TERMS AND CONDITIONS OF RFP

D.1 General

The terms and conditions in this Part E will apply to this RFP. Submission of a Proposal in response to this RFP indicates acceptance of all the terms and conditions contained herein and included in any addenda issued by the FVRD for this RFP. Proposals that contain provisos which contradict or alter any

of the terms and conditions of this RFP will be disregarded and deemed to have not been written in the Proposal.

D.2 Proposal Validity

Proposals will be open for acceptance by the FVRD for at least 90 days after the date of Closing.

D.3 Addendum

All subsequent information regarding this RFP including changes made to this document will be posted on BC Bid for Proponents to access. It is solely the responsibility of the Proponents to check BC Bid from time to time to ensure that they have all amendments to this RFP in the form of addenda and to ensure that they have obtained, read, and understood the entire RFP including all addenda that may have been issued prior to Closing.

D.4 Evaluation and Selection Method

The evaluation of the RFP will be conducted by a committee formed by the FVRD and may include, at the FVRD's sole discretion, employees, consultants and contractors. Proposals will be evaluated on the basis of the overall best value to the FVRD based on quality, service, past performance, price and any other criteria set out herein including, but not limited to:

1. financial terms including but not limited to hourly and weekly rates and payment terms;
2. financial capabilities of the Proponent;
3. corporate and technical capability of the Proponent to provide the Services;
4. experience and performance of similar projects;
5. history of past performance and dealings with the FVRD; and
6. References.

D.5 Acceptance and Rejection of Proposals

This RFP shall not be construed as an agreement to purchase goods or services. The FVRD is not obligated to enter into an Agreement (defined herein) with the Proponent who submits the lowest priced Proposal or with any Proponent.

D.6 Late Proposals

Proposals will be marked with their receipt time at the Closing Location. Only complete Proposals received and marked by the Closing time will be considered to have been received on time. Late proposals will not be considered or evaluated and may be returned to the Proponent.

D.7 Amendment or Withdrawal of Proposals

Proponents may amend or withdraw their Proposal in writing any time prior to Closing. Upon Closing, all Proposals become irrevocable in accordance with section E.2. The FVRD will be under no obligation to receive further information after Closing, whether written or verbal, from any Proponent.

D.8 FVRD's Rights and Reservations

The FVRD reserves the right to:

1. reject any or all Proposals;
2. reject any Proposal that is incomplete, that contains erasures or corrections that is not signed by an authorized signatory of the Proponent or that fails to comply with the mandatory requirements of this RFP;
3. in the event that only one proposal is submitted, to return the Proposal unopened;
4. modify the terms of this RFP at any time in the FVRD's sole discretion;
5. to require clarification of the information set out by one or more of the Proponents in respect of the Proposals submitted; and
6. communicate with, meet with or negotiate with any one or more of the Proponents respecting their Proposals or any aspect of the proposed work.

D.9 Cancellation of RFP

The FVRD may cancel this RFP at any time prior to or after Closing. In the event the FVRD cancels this RFP, the FVRD shall have the right to seek to procure the same services or similar services at any time through any means the FVRD deems appropriate. No Proponent shall acquire any rights or interests in any subsequent procurement process undertaken by the FVRD.

D.10 Waiver of Non-Compliance

The FVRD may waive any non-compliance with the RFP and may elect to retain for consideration Proposals which are non-conforming, which do not contain the content or form requested by this RFP or which have not strictly complied with the process for submission set out herein.

D.11 Proponent's Costs

Each Proponent is solely responsible for its own costs and expenses associated with its participation in this RFP, including but not limited to, conducting investigations, attending briefings, preparing and delivering its Proposal, communicating with the Contact Person prior to Closing and during Proposal evaluation, and for any subsequent processes or negotiations with the FVRD that may occur.

D.12 Limitation of Liability

By submitting a proposal, each Proponent irrevocably agrees that the FVRD shall not be liable to any Proponent or any person whatsoever, for any claims of any nature (in contract, in tort, or otherwise), for any costs, expenses, compensation, damages, or anything whatsoever, including without

limitation, costs and expenses associated with the Proponent's preparation and submission of their Proposal, their participation in this RFP, for loss of revenue, opportunity or anticipated profit, arising in connection with its Proposal, this RFP, any subsequent processes or opportunity, any contract, or any matter whatsoever.

D.13 Negotiation

The FVRD reserves the right to negotiate with the preferred Proponent, or any Proponent, on any details, including changes to specifications and price. If specifications require significant modification, all Proponents shall have the opportunity to adjust their Proposals or re-submit altogether, as determined by the FVRD in its sole discretion.

D.14 Errors and Omissions

While the FVRD has used considerable efforts to ensure information in this RFP and otherwise provided directly in association with this RFP is accurate, the information is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the FVRD, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Proponents from the responsibility for conducting their own investigation and forming their own opinions with respect to the subject matter of this RFP.

D.15 Conflict of Interest

Proponents shall disclose any potential conflict of interest and existing business relationship they may have with the FVRD, its elected or appointed officials or employees.

D.16 Confidentiality

All Proposals become the property of the FVRD and will not be returned to the Proponents, except as expressly provided for herein. All Proposals will be held in confidence by the FVRD unless disclosure is otherwise required by law.

D.17 No Lobbying

Proponents and their agents are not permitted to contact any member of the FVRD Council or staff with respect to this RFP, except as expressly provided for herein. Proponents will not offer entertainment, gifts, gratuities, discounts, or special services, regardless of value, to any employee or elected official of the FVRD. The FVRD reserves the right to disqualify any Proponent from participation in this RFP that acts in contravention of this requirement.

D.18 Contract Award

This RFP should not be construed as an agreement to purchase goods or services. By submitting a Proposal, the Proponent agrees that should it be identified as the preferred Proponent, it will enter into negotiations, if required, for the purpose of concluding a Contract.

If a written Contract cannot be negotiated and executed by both parties within 90 days of notification of the successful Proponent, or such longer period as the parties may mutually agree, the FVRD may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent, enter into negotiations with any other Proponent or terminate the RFP process and not enter into a Contract with any of the Proponents.

At its sole discretion, the FVRD may divide any Contract for goods or services between two or more proponents.

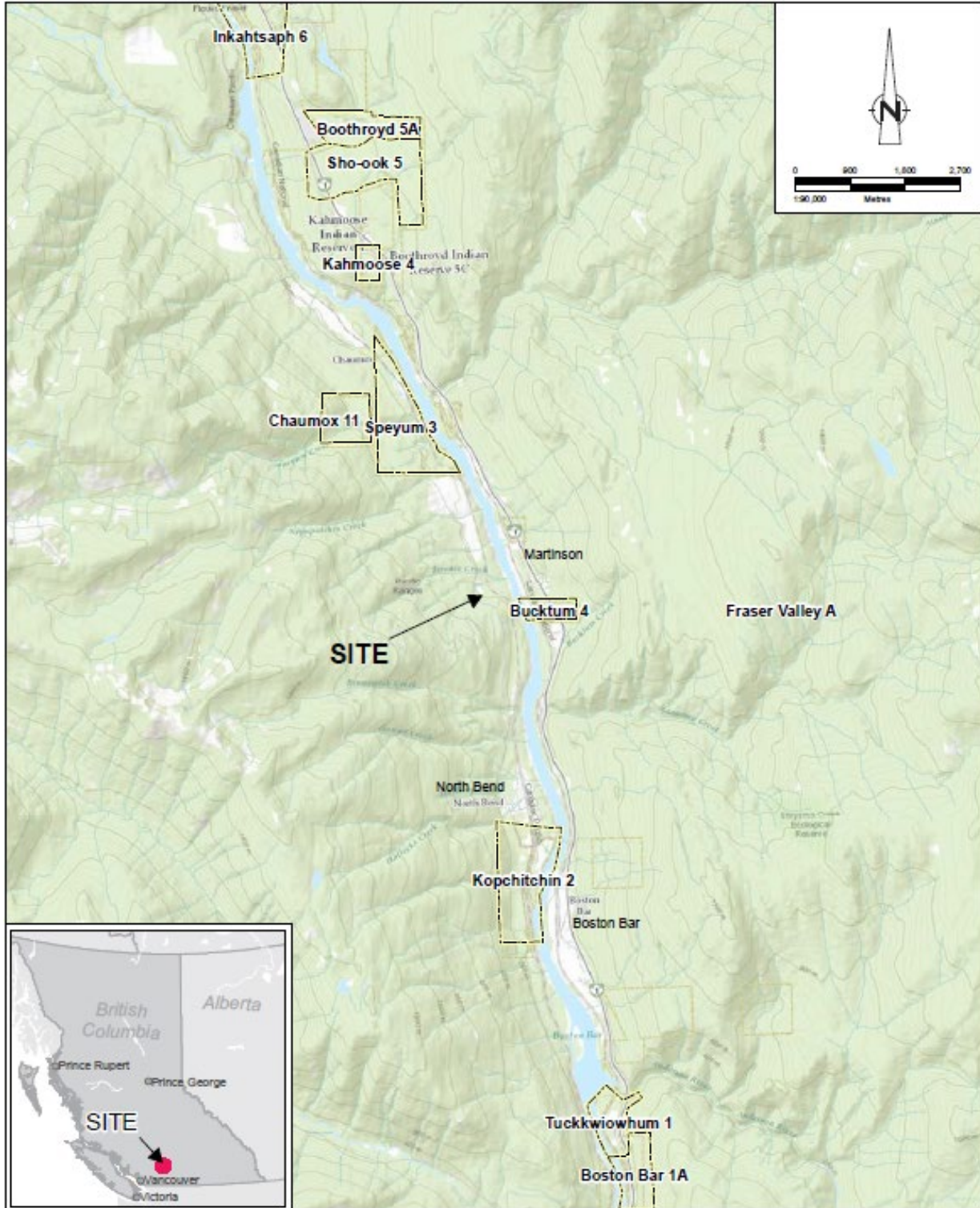
D.19 Definition of Contract

Notice in writing to a Proponent that it has been identified as the preferred Proponent and the subsequent full execution of a written contract will constitute a contract for the goods and/or services contemplated by this RFP, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the preferred Proponent and the FVRD have both executed a written Contract.

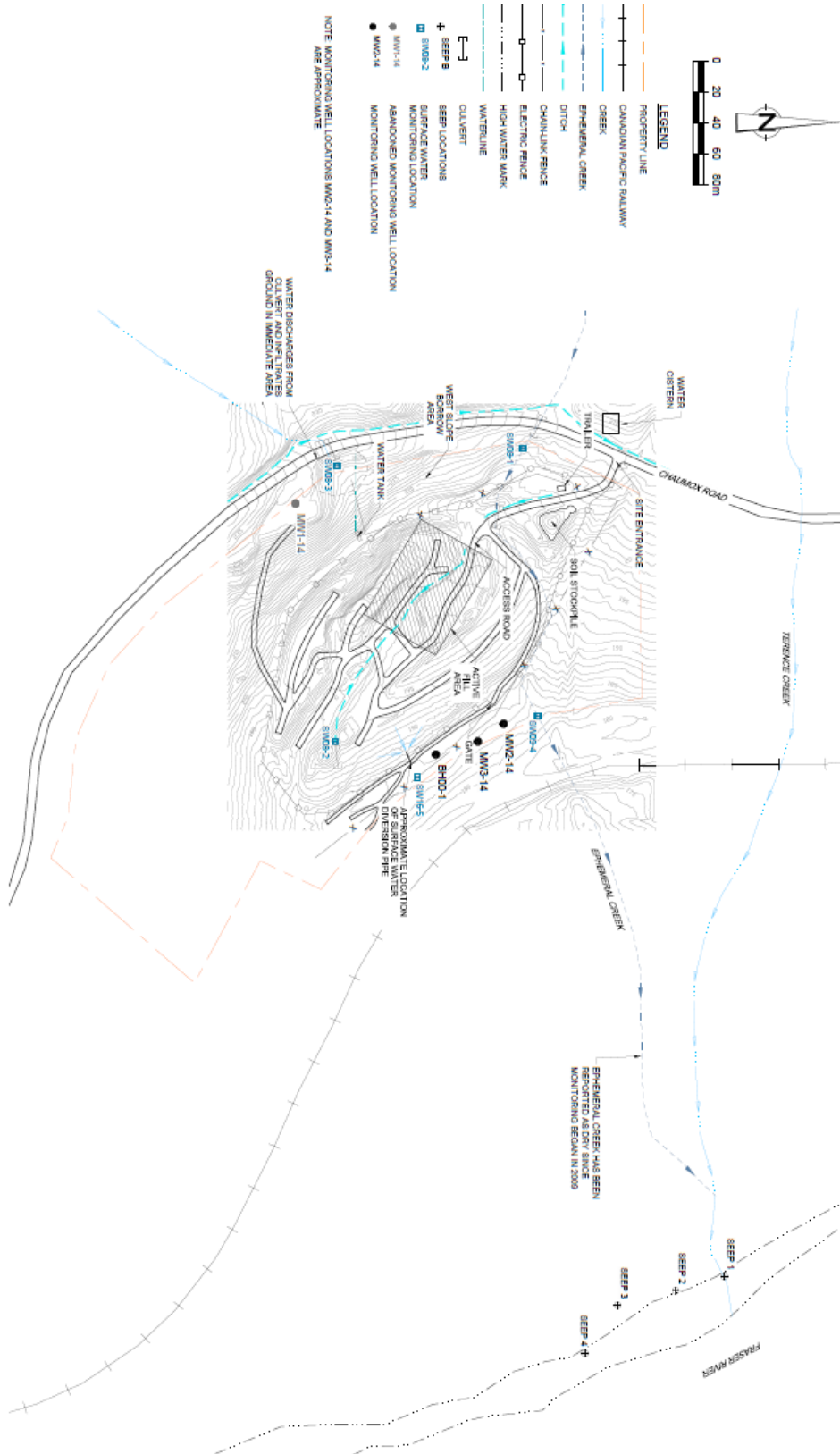
D.20 Form of Contract

The Contract will comprise a form of written agreement based on the FVRD's standard Consulting Services Agreement (long form) document, as may be amended by mutually agreed supplementary conditions, and incorporate the FVRD's general conditions and specifications. The template is available at the following hyperlink: [Template - FVRD - Consulting Services Agreement \(Long Form\)](#).

Part E - Schedule A Location of Landfill



Part F Schedule B Monitoring Well Locations



Part G- Schedule C FORM OF PROPOSAL

Name: _____

Address: _____

Name and title of Representative: _____

Telephone: _____ Email: _____

Form of Business Organization

Sole Proprietorship

Partnership Date of Establishment _____

Corporation Date of Incorporation _____ Business No. _____

We hereby offer to perform the Services required by this RFP for the stipulated price of:

| | |
|-----------------------------------|---------|
| Proposed Price for Goods/Services | \$_____ |
| Plus G.S.T. | \$_____ |
| TOTAL | \$_____ |

I/We the undersigned authorized representatives of the Proponent, having received and carefully reviewed the RFP, including without limitation, the General Conditions and Specifications (if any), submit this Proposal in response the RFP.

Dated this ___ day of _____, 202__.

Signature of Authorized Signatory

Signature of Authorized Signatory

Name & Tile/Position:

Name & Title/Position:

Part H - Schedule D PROPONENT'S EXPERIENCE

Proponent Name: _____

Experience:

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

(incl. telephone)

Experience:

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

(incl. telephone)

Experience:

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

(incl. telephone)

Part J - Schedule E Decision Matrix Template

| EVALUATION CRITERIA | | | | | | | |
|---|----------------|--------|-------|----------|----------|----------|-------------|
| Decision Factors | | | | Name | Name | Name | |
| Mandatory Evaluation Criteria - Pass/Fail Criteria | Maximum Points | Weight | SCORE | | | | Description |
| Received by closing date and time | | | P/F | | | | |
| Inclusion of Mandatory Requirements | | | P/F | | | | |
| Pass/Fail (P/F) | | | P/F | | | | |
| Evaluation Selection Criteria | | | | | | | |
| Methodology including equipment | 30 | | | | | | |
| Qualifications and experience of personnel including reference checks | 15 | | | | | | |
| Past experience with FVRD | 10 | | | | | | |
| Total Cost of program | 45 | | | | | | |
| | | | | | | | |
| SCORE | 100 | | | 0 | 0 | 0 | |

Instructions for Unweighted Score: Insert the maximum points allowable for each criteria (for a total of 100 max points) and score each submission against each selection criteria

Instructions for Weighted Score: Insert a score from 0 to 5 for each criteria. The score will be multiplied by the weight to arrive at the total weighted score.

Instructions for Weighted Score: Insert a score from 0 to 5 for each criteria. The score will be multiplied by the weight to arrive at the total weighted score.

| | |
|--|--|
| | PREFERRED PROPONENT/BIDDER |
| | Comments regarding preferred submission: |