



Request for Standing Offers

Regional District of Nanaimo Landfill

General Engineering Services

RFSO # 19-061

Issue Date: October 25, 2019

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REQUEST FOR STANDING OFFERS

1. INTRODUCTION

1.1 Purpose of this RFSO

The purpose of this Request for Standing Offers (RFSO) is to invite Proponents to participate in a competitive procurement process and submit competitive Proposals to provide the RDN with General Engineering Services (the “**Services**”), including:

- (a) general civil engineering;
- (b) landfill design, operations and closure;
- (c) landfill gas management; and
- (d) environmental monitoring.

This RFSO is designed to prequalify Proponents primarily on their expertise, demonstrated past performance, financial proposal and availability. Through this RFSO process, the RDN is seeking to create a list of firms that are qualified for engineering services (the “**Pre-Qualification List**”) in connection with the Regional Landfill and Church Road Transfer Station (the “**Facilities**”). A draft version of the Contract is attached at Appendix 1 [Draft Contract].

1.2 Notification

RDN will notify each Proponent of the results of its RFSO.

1.3 Pre-Qualification List

RDN will make the Pre-Qualification List publically available.

1.4 Use of the Pre-Qualification List

The Pre-Qualification List is intended to be used for procurements for engineering services for the Facilities only. It does not apply to procurements for alternate forms of engineering services or to any project.

The Pre-Qualification List is intended for competitive procurement by project:

- (a) General

RDN intends to invite Pre-Qualified Proponents to participate in competitive procurement processes for the Services. Only Pre-Qualified Proponents will be provided further notices of such competitive procurement processes. The nature of the competitive processes used may vary from contract to contract.



- (b) For projects with an estimated contract value less than \$20,000

RDN may sole source award to any Pre-Qualified Respondents who were pre-qualified for the types of Services.
- (c) For projects with an estimated contract value between \$20,001 and up to \$50,000

RDN sole source award, or may select and invite any two (or more) Pre-Qualified Respondents who were pre-qualified for the types of Services to participate in a competitive procurement for the Services.
- (d) For projects with an estimate contract value between \$50,001 and up to \$150,000

RDN will select and invite all Pre-Qualified Respondents who were pre-qualified for the types of Services to participate in a competitive procurement for the Services. For some projects, the RDN may carry out a separate project-specific pre-qualification stage where the Pre-Qualified Respondents may compete to be short-listed for the project. For other projects, the RDN may invite Pre-Qualified Respondents to participate in a request for proposal, call for tenders or other procurement process.
- (e) For projects with an estimated contract value more than \$150,001+

RDN will issue a Public solicitation.

The RDN intends to select multiple qualified Respondents (up to 5) in each of the discipline as detailed in Section 2.2.

1.5 Background

The RDN provides regional governance and services to more than 155,000 people on Vancouver Island's central east coast, covering a large, diverse area of nearly 207,000 hectares with distinct communities that include the municipalities of Nanaimo, Parksville, Qualicum Beach, Lantzville and seven unincorporated electoral areas. The RDN provides and coordinates a range of services in both urban and rural areas, depending on local needs. The RDN's responsibilities and services include regional and community planning, transit, liquid and solid waste management, recreation and parks, building inspection and bylaw enforcement, water and sewer utilities, general administration and emergency planning.

The RDN owns and operates two solid waste management facilities in the Regional District of Nanaimo, the Regional Landfill and Church Road Transfer Station. Both facilities operate under an approved Solid Waste Management Plan. The Regional Landfill is located at 1105 Cedar Road (legal description: Lot A, Plan 49841 and Lot 1, Plan 48020, Nanaimo Land District), near the southern border of the City of Nanaimo and is the only landfill site in the Region.

The Regional Landfill receives more than 50,000 tonnes of waste per year. The Church Road Transfer Station is located just outside the southwestern border of the City of Parksville. This facility receives more than 19,000 tonnes of waste per year which is transferred to the Regional Landfill for disposal.



The RDN's primary objective for the performance of the Services is to create a Pre-Qualified List to perform the Services related to RDN solid waste facilities that meet standards for safety, engineering, and regulatory requirements and guidelines such as the British Columbia Ministry of Environment Landfill Criteria for Municipal Solid Waste and WorksafeBC.

1.6 Eligibility to Participate in this RFSO

All qualified parties are invited to respond to this RFSO.

1.7 Current Engineering Firms

The RDN's most recent engineering firms for the Services, XCG Consultants Ltd. and John Wood Group PLC (Wood), are invited to submit a Proposal in response to this RFSO. XCG Consultants Ltd. have held past General Engineering multi-year contracts. The Wood contract consists of a Updated Hydrogeologic Study and review of annual reports for 2017-2019, and will remain in effect until September 17, 2020. These engineering firms may have experience and knowledge that is not available to other interested parties. The RDN has endeavoured to make available to interested parties information in its possession that is relevant to the existing services agreements, except the RDN will not release any of the current engineering firms' confidential commercial information.

1.8 Data Room

The RDN intends to use an electronic data room (the "**Data Room**") for this RFSO. Certain documents related to this RFSO, including the draft Contract and the Reference Information, will only be provided to the Proponents via the Data Room. The RDN intends to only grant Proponents access to the Data Room upon submission of an executed Participation Agreement as described in Section 1.9.

The information in the Data Room may be supplemented or updated from time to time. Although the RDN will attempt to notify known Proponents of updates and Addenda, Proponents are solely responsible for ensuring they check the Data Room frequently for updates and to ensure the information used by the Proponents is the most current, updated information.

1.9 Participation Agreement

As a condition of participating in this RFSO, each Proponent **must** complete, sign and deliver to the Contact Person, a copy of the Participation Agreement in substantially the form set out in Appendix 2 [Participation Agreement] or as otherwise acceptable to the RDN in its discretion. Proponents will not be given access to the Data Room or be permitted to participate further in this RFSO unless and until they have signed and delivered a Participation Agreement as required by this Section. The delivery of a Participation Agreement to the RDN does not require the Proponent to actually submit a Proposal.

1.10 Reference Information

The RDN has made available in the Data Room information on the existing Facilities (i.e. Operational Certificate, Design and Operational Plan, 2018 Annual Report, aerial plan) ("**Reference Information**"). The



RDN does not represent or warrant as to the accuracy or reliability of any Reference Information. Proponents are to review, rely upon and otherwise use such information at their own risk.

2. KEY ELEMENTS OF THE SERVICES

Any description or overview of the Services and the draft Contract in this RFSO is provided for convenience only and does not replace, supersede, supplement or alter the Contract. If there are any inconsistencies between the terms of the Contract and the description or overview of those terms set out in this RFSO, the terms of the Contract will prevail. Proponents should carefully review the draft Contract including its attachments for the full scope of the Services.

2.1 Term

The RDN is seeking engineering firms to provide the Services for a term of 3 years. The effective date of the Contract will be based on the date the Contract is signed.

2.2 Engineering Services

Pre-Qualified Respondents will provide Services on an “as and when required” basis for the duration of the Term, including but not limited to, planning, design, assessment, tender contract administration and engineering services for capital projects, and operational and maintenance support related to the landfill gas collection and control system, and leachate collection system. The extent of the Services will depend on the expertise of the individuals on the project team, operational needs and financial requirements. Projects will be assigned to the Pre-Qualified Respondent to complete under the authority of the Manager of Solid Waste Services, and/or his/her designate.

Engineering firms can submit a Proposal for one or more of the disciplines detailed below:

(a) **General Civil Engineering**

Engineering advice, assessment and design related to buildings, roads, utilities, earthworks, and expansion of the landfill entrance to accommodate a commercial traffic lane, and may include complimentary expertise such as electrical, architectural, mechanical and geotechnical engineering.

(b) **Landfill Design, Operations and Closure**

Update the Design and Operations (D&O) Plan for the RDN landfill which will be submitted to the Ministry of Environment for their approval. Provide advice, assessment and design related to ongoing implementation of the D&O Plan and associated fill-plans for day to day and long term operations. The extent of the guidance and support will require expertise in landfill management planning, landfill liner systems, landfill closure options, landfill daily and intermediate cover systems, leachate management, leachate collection system design and maintenance, storm water management, landfill safe work practises. The successful applicant may be required to provide engineering services including planning, design, tender, and contract administration for approved capital projects. Anticipated capital projects for the next three years include, but are not limited to final closure of portions of Cell 1,



preliminary planning phases of the South East Berm construction. Services may also include providing reviews of the Annual Operations and Monitoring Report that is annually submitted to the BC Ministry of Environment.

(c) Landfill Gas Management

Support for Landfill Gas Management is required for both capital upgrades as well as day to day operational issues that may arise in both the collection well-field and control plant. This work requires extensive knowledge of landfill gas systems, familiarity with provincial and federal regulations and authorities related to landfill gas management, and safety procedures for operating and maintaining landfill gas infrastructure. Required services may include providing expert advice to RDN staff regarding maintenance and troubleshooting of landfill gas systems, preparing and interpreting drawings of site infrastructure and design upgrades, permitting and approvals with appropriate authorities, construction oversight and infrastructure commissioning, reviewing landfill gas system monitoring records, and providing peer reviews of annual data for the landfill gas system.

(d) Environmental Monitoring

Support for Environmental Monitoring Programs requires expert knowledge and expertise to provide the RDN advice and interpretation of environmental monitoring to maintain compliance with federal and provincial environmental regulatory standards. This work requires thorough knowledge of relevant water quality criteria, hydrogeology and expertise in contaminant transport monitoring, assessment and mitigation. Environmental monitoring programs at the Nanaimo Regional Landfill include quarterly monitoring for groundwater and surface water quality, leachate quality, groundwater levels and surface water flows. Required services may include auditing of sampling carried out by RDN staff; assessment of the efficacy of the monitoring program; and, assessment/interpretation of analytical results.

While the value of future work is unknown, historically, total annual expenditures for work in the disciplines range between \$80,000 - \$590,000 per year. This is for information purposes only and does not constitute a guarantee or implied commitment by the RDN that the total amount of work to be done will correspond even approximately to this estimate. The actual expenditure shall be restricted to those services ordered and received by the RDN.

3. PROCUREMENT PROCESS

3.1 Optional Site Visit

The RDN does not intend to hold a site visit. Proponents are welcome to schedule individual site visits at their choosing. It is the responsibility of the Proponent to investigate and become familiar with local conditions, all matters concerning access and any other matters that may affect cost, progress and performance related to the Services. Relevant data is included in the Data Room as Reference Information.

3.2 RFSO Schedule

The following is the RDN's estimated timeline for the procurement and commencement of the Services:

Event	Date
Issue RFSO and Draft Contract to Proponents	October 25, 2019
Submission Time	See Section 4.1
Selection of Preferred Proponent	December 2019
Contract Finalization and Execution	January 2020

This timeline is subject to change at the sole and absolute discretion of the RDN.

3.3 Contact Person

The contact person for this RFSO is (the "**Contact Person**"):

Jane Hamilton, Superintendent of Disposal Operations
E-mail: jhamilton@rdn.bc.ca

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

3.4 Enquiries

All enquiries regarding any aspect of this RFSO should be directed to the Contact Person by e-mail to the address provided in Section 3.4 (each an "**Enquiry**"). The following applies to any Enquiry:

- (a) responses to an Enquiry will be provided by e-mail response solely to the e-mail address used to send the Enquiry to the Contact Person;
- (b) all Enquiries, and all responses to Enquiries from the Contact Person, will be recorded by the RDN;
- (c) to allow the RDN sufficient time to respond, Enquiries should be submitted well in advance of the Submission Time, and preferably at least ten Business Days before the Submission Time; and
- (d) the RDN will make reasonable efforts to respond to all Enquiries but reserves the right to not respond to any Enquiry made by a Proponent, including Enquiries not received within the time described in Section 3.5(c);
- (e) a Proponent may request that a response to an Enquiry be kept confidential by clearly marking the Enquiry "Commercial in Confidence" in the subject line of the e-mail if the Proponent considers that the Enquiry is commercially confidential to the Proponent;



- (f) if RDN decides that an Enquiry marked “Commercial in Confidence” or RDN’s response to such an Enquiry must be made available to all Proponents, then the RDN will permit the enquirer to withdraw the Enquiry rather than receive a response. If the Proponent does not withdraw the Enquiry, then the RDN may make its response available to all Proponents;
- (g) notwithstanding Sections 3.5(e) and 3.5(f):
 - (1) if one or more other Proponents submits an Enquiry on the same or a similar topic to an Enquiry previously submitted by a Proponent as “Commercial in Confidence”, RDN may provide a response to such Enquiry to all Proponents;
 - (2) if RDN determines there is any matter which should be brought to the attention of all Proponents for whatever reason, including to ensure the fairness of the procurement process, whether or not such matter was the subject of an Enquiry, including an Enquiry marked “Commercial in Confidence”, RDN may, in its discretion, post the Enquiry, response or information with respect to such matter; and
 - (3) if a Proponent identifies a conflict or error in the RFSO documents, including the Contract, the RDN may correct the conflict or error by Addendum.

This RFSO should not be discussed with any RDN employee or representative other than the Contact Person. Information received from sources other than the Contact Person cannot be relied upon. Furthermore, any information offered from sources other than the Contact Person via an Addendum with regard to the content, intent or interpretation of this RFSO is not official, may be inaccurate, and should not be relied on in any way, by any Proponent for any purpose.

3.5 Addenda

The RDN may, in its discretion, through the Contact Person amend or clarify the terms or contents of this RFSO at any time before the Submission Time by issuing a formal Addendum in the Data Room. Written Addenda are the only means of amending or clarifying this RFSO and no other form of communication whether written or oral, including written responses to Enquiries as provided by Section 3.5, will be included in, or in any way amend, this RFSO. If a Proponent wishes to rely on a written response to an Enquiry, then they should request the Contact Person to issue an Addendum.

3.6 Changes to the Contract

The RDN’s preferred form of Contract is attached as Appendix 1 [Draft Contract]. Proponents should carefully review this form of Contract. Proponents may (but are not required to) request that RDN consider making revisions to the form of Contract, including the scope of Services. Proponents should submit such requests to the RDN well before the Submission Time as an Enquiry in accordance with Section 3.5. If making such a request, the Proponent should provide the following information for each requested change:

- (a) the section reference in the Contract or attachment thereto;



- (b) an explanation of the reason why the Proponent requests the change (for example, the provision does not represent good “value for money” for the RDN or because, in the Proponent’s view, the provision inappropriately allocates technical, legal or commercial risk); and
- (c) the Proponent’s proposed alternative wording.

If the RDN agrees to a request received prior to the Submission Time, then RDN will issue an Addendum to modify the Contract. Proponents should prepare their Proposal based on the form of Contract attached as Appendix 1 [Draft Contract], as may be amended by Addenda, and are strongly discouraged from requesting changes to the draft Contract in a Proposal or submitting a Proposal that assumes the RDN will agree to modify the terms of the draft Contract.

The RDN reserves the right to consider any requested changes as part of the evaluation of a Proposal and to reject a Proposal from a Proponent that does not follow this Section 3.7 and, in particular, reserves the right to reject any Proposal that includes “deviations”, “clarifications” or similar items as part of its Proposal.

3.7 RDN Advisors

The RDN may, in its discretion, consult with various technical, commercial and legal advisors or consultants in relation to any aspect of this RFSO.

4. SUBMISSION INSTRUCTIONS

4.1 Submission Location and Submission Time

Proposals in response to this RFSO **must** be received at the following location (the “**Submission Location**”):

Address: Regional District of Nanaimo
 Regional and Community Utilities – 2nd Floor
 6300 Hammond Bay Road
 Nanaimo, BC V9T 6N2

on or before the following date and time (the “**Submission Time**”):

Time: 3:00:00 p.m. local time
 Date: November 29, 2019

Standing Offers may be delivered to the Submission Location on Business Days from 8:30 a.m. to 4:30 p.m. local time. Standing Offers should be clearly marked with the Proponent’s name and the following:

“Attention: Solid Waste Services – Jane Hamilton
 Re: RFSO #19-061 – RDN General Engineering Services”

Standing Offers received after the Submission Time will not be considered. The actual time of Standing Offer submission will be determined with reference to the clock used by the RDN for that purpose.



Proponents are encouraged to submit their Standing Offers well in advance of the Submission Time to minimize the risk of their Proposal being late.

4.2 Proposal Submission Details

Proponents should include one hard copy and one electronic copy of their Proposal. The electronic copy should be on a USB flash drive in PDF or Word format, with a label identifying its contents and should be in a searchable format to facilitate review by the Evaluation Committee.

Proposals submitted by fax or e-mail will not be accepted.

4.3 Proposal Format

Each Proposal should be structured as described in Appendix 3 [Submission Requirements] and should include all forms and information required therein.

4.4 Material Change After Submission Time

Notwithstanding Section 4.5, a Proponent will give immediate notice to the RDN of any material change that occurs to a Proponent after the Submission Time, including a change to its membership, corporate structure or a change to the Proponent's resource availability.

4.5 Revisions Prior to Submission Time

A Proponent may withdraw, revise or amend its Proposal at any time prior to the Submission Time by submitting to a clear and detailed written notice of the withdrawal, revision or amendment to the Submission Location prior to the Submission Time. The Proponent will not be entitled to change its Proposal after the Submission Time, and no words or comments should be added to the Proposal after the Submission Time unless requested by the Contact Person for purposes of clarification.

5. EVALUATION

5.1 Mandatory Requirements

The RDN has determined that the following are the only Mandatory Requirements in this RFSO:

- (a) the Proponent must have signed and delivered a Participation Agreement in accordance with Section 1.9;
- (b) the Proposal must be received at the Submission Location before the Submission Time;
- (c) the Proponent's engineers and/or qualified professionals must be licensed or eligible to practice in British Columbia and must be in good standing with their respective regulatory bodies.



5.2 Evaluation Committee

The evaluation of Proposals will be undertaken by an evaluation committee (the “**Evaluation Committee**”) comprised of persons appointed by the RDN, which may consist of RDN employees and third party consultants. The Evaluation Committee may consult with, and receive advice from, technical, legal, financial and other consultants as the Evaluation Committee may, in its discretion, decide it requires.

5.3 Evaluation Criteria

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

- (a) Technical (60%): The Evaluation Committee will evaluate the technical portions of the Proponent’s Proposals, including the applicable information submitted in response to Appendix 3 [Submission Requirements]. The Evaluation Committee expects to focus on the Proponent’s demonstrated:
- (1) overall ability to perform the Services;
 - (2) corporate qualifications, experience and area of expertise;
 - (3) area of expertise, experience and depth of personnel to be assigned to project work;
 - (4) examples of approach and methodology used successfully to complete similar Services along with references that can validate the example;
 - (5) adequate staffing for each proposed discipline;
 - (6) experience, and continual commitment to environmental stewardship, including but not limited to, the Proponent’s environmental management policies, systems and best practices relating to the execution of the Services;
 - (7) understanding of the requirements of the Contract;
 - (8) communication strategies for both internal and external stakeholders to ensure the productive and effective execution of the Services;
 - (9) methodology and approach to Contract administration;
 - (10) project management and quality assurance skills;
 - (11) innovation in previous services similar to the Services; and
 - (12) client satisfaction.
- (b) Financial and Commercial (40%): The Evaluation Committee will evaluate the financial and commercial portions of the Proponent’s Proposal, including the applicable information



submitted in response to Appendix 3 [Submission Requirements]. The Evaluation Committee expects to focus on:

- (1) the proposed fee structure and client invoicing in the Proponent's submitted Appendix 4 [Schedule of Prices] which is to include, hourly fees (base rates, reduced rates), billing increments, variable fees, disbursements, billing frequency and any other commercial term considerations;
- (2) quality and value of the services proposed including any proposed innovations; and
- (3) the number and substance of proposed changes to the draft Contract (if any), including whether the Proponent is requesting changes that the RDN is unlikely to agree to.

The Evaluation Committee may also consider the likelihood of the RDN being able to finalize an agreement with the Proponent and the Proponent's ability to meet the specified insurance requirements.

5.4 Evaluation Process

The Evaluation Committee may apply the Evaluation Criteria on a stand-alone basis or a comparative basis, evaluating Proposals by comparing one Proponent's Proposal to another Proponent's Proposal, to determine the Proposal judged to be best value, and most advantageous to the RDN based on the criteria and weighting in Section 5.3. The RDN is not obligated to complete a detailed evaluation of all Proposals and may, in its discretion, after completing a preliminary review of all the Proposals, discontinue detailed evaluation of any Proponent who, when compared to the other Proponents, the RDN judges is not in contention of being selected.

To assist in the evaluation of the Proposals, the RDN may, in its discretion:

- (a) conduct any background investigations and/or seek any additional information that it considers necessary;
- (b) conduct any reference checks that it considers necessary to take into account the Proponent's past performance or conduct on previous contracts, including checking references other than those provided by the Proponent;
- (c) seek clarification of a Proposal or supplementary information from any or all Proponents;
- (d) request interviews with any, some, or all Proponents to clarify any questions or considerations based on the information included in Proposals or seek any supplementary information; and
- (e) rely on and consider any information obtained pursuant to this Section 5.4 and/or any additional information in the evaluation of Proposals.



5.5 RDN's Right to Reject Proposals

Notwithstanding Section 5.3 or any other provision of this RFSO, the RDN reserves the right to reject any Proposal that:

- (a) is materially incomplete or irregular;
- (b) contains false or misleading statements, claims or information;
- (c) includes discrepancies in pricing;
- (d) would in the RDN's opinion lead to an unacceptable health or safety risk; or
- (e) contains any financial or commercial terms that are unacceptable to the RDN.

The RDN will not be required to complete a detailed evaluation of a Proposal that the RDN has determined will be rejected under this Section 5.5.

5.6 Proposal Extracts

If a Proponent's Proposal includes additional commitments or any other information that either exceeds the requirements of the Contract or that the RDN wishes to be contractually binding, these commitments or information may be incorporated into the final Contract, at RDN's discretion.

5.7 Negotiation of Contract and Award

Following evaluation, the RDN intends to select (up to 5) highest ranked Proponents in each discipline. If the RDN selects the Preferred Proponents, and enter into discussions with the Proponents to clarify any outstanding issues and attempt to finalize the terms of the Contract. The RDN reserves the right in its discretion to negotiate changes to the Contract, the scope of Services, the terms of a Proposal or any other terms, including pricing or other financial terms. If at any time the RDN forms the opinion that a mutually acceptable Contract is not likely to be reached within a reasonable time then the RDN may give the Preferred Proponent written notice to terminate discussions and proceed in any manner that the RDN may decide, in consideration of its best interests

The RDN anticipates that it will require board approval for selection of the Preferred Proponents recommended by the Evaluation Committee and for the execution of the final form of Contract with all Preferred Proponents.

Upon board approval, the Preferred Proponents will form the Pre-Qualified List to participate in sole source or competitive procurement processes for the Services. Only the firms on the Pre-Qualified List will be provided further notices of such competitive procurement processes. The nature of the competitive processes used may vary from contract to contract.



5.8 Unsuccessful Proposals

Proposals will not be opened in public. Upon execution of the Contract(s), the RDN will offer debriefings to unsuccessful Proponents upon receipt of written request to the Contact Person, at a time and date agreeable to both parties.

6. CONFLICT OF INTEREST AND RELATIONSHIP DISCLOSURE

6.1 Reservation of Rights to Disqualify

The RDN reserves the right to disqualify any Proponent that in the RDN's opinion has a conflict of interest or an unfair advantage (including access to any confidential information not available to all Proponents), whether real, perceived, existing now or likely to arise in the future, or may permit the Proponent to continue and impose such conditions as the RDN may consider to be in the public interest or otherwise required by the Authority.

6.2 Disclosure and Transparency

The RDN is committed to an open, transparent and competitive procurement process while understanding the Proponents' need for protection of confidential commercial information. To assist the RDN in meeting its commitment, Proponents will cooperate and extend all reasonable accommodation to this endeavor.

To ensure all public information generated about the Services is fair and accurate and will not inadvertently or otherwise influence the outcome of the procurement process, the disclosure of any public information generated in relation to the Services will be coordinated and is subject to the prior approval of the RDN.

6.3 Relationship Disclosure

Proponents should, as part of their Proposal, submit the relationship disclosure form attached as Appendix 6 [Relationship Disclosure Form] and disclose any conflicts of interest or unfair advantages. The RDN reserves the right to disqualify any Proponent that in the RDN's opinion has a conflict of interest or an unfair advantage, whether it is existing now or is likely to arise in the future, or may permit the Proponent to continue and impose such conditions as the RDN may consider to be in the public interest or otherwise required by the RDN. If a Proponent is concerned that a particular relationship or situation could result in the RDN rejecting the Proponent, such a Proponent is encouraged to request pre-clearance of the relationship or situation by submitting an Enquiry well in advance of the Submission Time.

6.4 Restricted Parties

The RDN may, in its discretion, disqualify a Proponent, or may permit a Proponent to continue and impose such conditions as the RDN may consider to be in the public interest or otherwise required by the RDN, if the Proponent is a Restricted Party, or if the Proponent uses a Restricted Party to advise or otherwise assist the Proponent respecting the Proponent's participation in the procurement process or as a Proponent team member or as an employee, advisor or consultant to the Proponent or a Proponent team member.

The RDN has identified the following persons as Restricted Parties:



- (a) the RDN including its former and current directors, officers and employees who fall within the definition of Restricted Party.

This is not an exhaustive list of Restricted Parties; additional parties may be added or deleted during any stage of the procurement process.

7. GENERAL TERMS AND CONDITIONS

7.1 Receipt of Complete RFSO

Proponents are responsible for ensuring that they have received the complete RFSO as listed in the table of contents of this RFSO. Submission by a Proponent of a Proposal constitutes a representation by that Proponent that they have verified receipt of a complete RFSO. Each and every Proposal is deemed to be made on the basis of the entire RFSO, including any Addenda, issued prior to the Submission Time.

RDN does not accept responsibility for any Proponent lacking any information. Although effort has been made to provide complete and accurate documents, RDN does not guarantee that all documents are complete and accurate. Proponents are advised to contact the Contact Person if they notice any errors, ambiguities, or discrepancies in this RFSO.

7.2 Third Party Communications

Communications with:

- (a) any representative of a Governmental Authority including regulatory, municipal or other such authorities; or
- (b) any local property owner, stakeholders in the Services or the media,

with respect to the RFSO, including the preparation of a Proposal, should only be made by a Proponent with the prior approval of RDN, which approval should be requested through the Contact Person by e-mail.

7.3 Ownership of Proposals

All Proposals, including any intellectual property therein, submitted to the RDN will become the property of the RDN, unless otherwise specified in this RFSO.

7.4 Risk Regarding Electronic Communications

The RDN does not assume any risk or responsibility or liability whatsoever to any Proponent:

- (a) for ensuring that any website, online portal or any email system being operated by or for, or used by RDN is in good working order, able to receive transmissions, or not engaged in receiving other transmissions such that a Proponent's transmission cannot be received; and/or



- (b) if a permitted email communication or delivery is not received by the RDN, or received in less than its entirety, within any time limit specified by this RFSO.

All permitted email or electronic communications with, or delivery of documents to, the Contact Person will be deemed as having been received by the Contact Person on the dates and times indicated on the Contact Person's electronic equipment.

7.5 Pricing Discrepancies

Proponents should not have pricing discrepancies in their Proposals. The RDN reserves the right to reject any Proposal that includes pricing discrepancies or to negotiate changes to pricing discrepancies.

7.6 Language

Proposals should be in English. RDN reserves the right to not review or evaluate any portion of a Proposal that is not in English.

7.7 Definitive Record

If there is any inconsistency between the paper form of a document issued by, or on behalf of the RDN to Proponents and the digital, electronic or other computer readable form, the electronic conformed version of the RFSO in the custody and control of the RDN prevails.

If there is any inconsistency between the hard copy of a Proposal and the digital, electronic or other computer readable form of that Proposal, the hard copy version of the Proposal prevails.

7.8 Freedom of Information and Protection of Privacy Act

All documents and other records in the custody or under the control of, the RDN are subject to the *Freedom of Information and Protection of Privacy Act* ("FOIPPA") and other applicable legislation. By submitting a Proposal, the Proponent represents and warrants to RDN that the Proponent has complied with Applicable Laws, including by obtaining from each individual any required consents and authorizations to the collection of information relating to such individual and to the submission of such information to the RDN as part of the Proposal for the purposes of this RFSO and the procurement process.

7.9 Confidentiality

Except as expressly stated in this RFSO and subject to FOIPPA or other applicable legislation, all documents and other records submitted in response to this RFSO will be considered confidential; however, such information or parts thereof may be released pursuant to requests under the FOIPPA, other applicable legislation or as necessary to perform the Services.

Proponents are expected to comply with the confidentiality terms attached to Appendix 2 [Participation Agreement].



7.10 Reservation of Rights

Notwithstanding any other provision in this RFSO, no term or condition will be implied based on any industry practice or custom, and the RDN reserves the right, in its discretion, to:

- (a) modify, suspend or terminate this RFSO at any time for any reason (including if the prices in the Proposals exceed available funding) and to reissue a request for proposals, or to undertake another procurement process for the Services, or to obtain the Services in some other manner or decide not to proceed with the Services;
- (b) accept or reject any Proposal based on the Evaluation Committee's evaluation of the Proposals in accordance with the RFSO, and in particular, the RDN is not obliged to select the Proposal with the lowest price;
- (c) waive a defect, irregularity, non-conformity or non-compliance (including material non-compliances but excluding any Mandatory Requirements) in or with respect to a Proposal or failure to comply with the requirements of this RFSO, and accept that Proposal even if such a defect, irregularity, non-conformity or non-compliance or failure to comply with the requirements of this RFSO would otherwise render the Proposal null and void;
- (d) reject, disqualify or not accept any or all Proposals without any obligation, compensation or reimbursement to any Proponent or any of its team members;
- (e) re-advertise for new proposals to this or a modified RFSO, call for quotes, proposals or tenders, or enter into negotiations for the Services or for services of a similar nature;
- (f) make any changes to the terms of the business opportunity described in this RFSO;
- (g) negotiate any aspects of a Preferred Proponent's Proposal; and
- (h) extend, from time to time, any date, time period or deadline provided in this RFSO by Addendum.

This RFSO does not commit the RDN in any way to select a Preferred Proponent or to enter into any agreement or to proceed with a procurement process for the Services.

7.11 No Representation or Warranty

By submitting a Proposal, each Proponent acknowledges and represents that its Proposal is based on its own examination, knowledge, information, and judgment, and is not based upon any statement, representation, or information made or given by the RDN, the Contact Person or any other person, other than the information contained in this RFSO. Submission of a Proposal is deemed to be conclusive evidence that the Proponent accepts the terms of this Section 7.11. The RDN accepts no responsibility for any Proponent lacking any information.



7.12 Proponent's Expenses

Proponents are solely responsible for their own expenses in preparing, and submitting Proposals, and for any meetings, negotiations or discussions with the RDN or their representatives and consultants, relating to or arising from this RFSO.

7.13 Limited Claim for Compensation

Each Proponent:

- (a) agrees that it will not bring any claim, action, demand, suit or cause of action, whether arising in contract, tort (including negligence) or otherwise (a "**Claim**") in excess of the amount equivalent to the reasonable costs incurred by the Proponent in preparing its Proposal against the RDN or any of the RDN's respective employees, directors, officers, advisors or representatives for any costs, damages or other compensation for any matter relating directly or indirectly to this RFSO (including, without limitation, in the event that the RDN rejects or disqualifies or for any other reason fails to accept a Proposal, accepts a non-compliant or materially non-compliant Proposal, fails to proceed with the Services or otherwise breaches the terms of this RFSO or any duties arising from this RFSO); and
- (b) except for Claims for amounts less than or equivalent to the reasonable costs incurred by the Proponent in preparing its Proposal, as described in Section 7.13(a), waives any Claim against the RDN or any of its respective employees, directors, officers, advisors or representatives for any compensation of whatsoever nature or kind including, without limitation, for loss of anticipated profits, indirect, incidental or consequential damages or losses if the Services do not proceed or no Contract is entered into between a Proponent and the RDN for any reason whatsoever, including, without limitation, in the event that the RDN rejects or disqualifies or for any other reason fails to accept a Proposal, accepts a non-compliant Proposal or otherwise breaches the terms of this RFSO or any duties arising from this RFSO.

7.14 No Collusion

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

7.15 No Solicitation

The Proponent should not make any representations or solicitations to any elected or appointed official, director, officer or employee of the RDN with respect to the Proposal either before or after submission of the Proposal except as expressly provided herein. If any director, officer, employee, agent sub-Consultant, supplier or other representative of the Proponent communicates with any elected or appointed official, director, officer or employee of the RDN or any consultant engaged by the RDN in connection with this



RFSO about this RFSO, other than the Contact Person, the RDN may, at its discretion and regardless of the nature of the communication, reject the Proposal submitted by the Proponent.

7.16 Trade Agreements

The procurement process described in this RFSO is subject to various trade agreements, including the Canadian Free Trade Agreement, Comprehensive Economic Trade Agreement and New West Partnership Trade Agreement.

8. INTERPRETATION

8.1 Definitions

Any capitalized terms used but not defined in this RFSO will have the meaning set out in the Contract. Furthermore, in this RFSO:

“**Addenda**” or “**Addendum**” means an addendum to this RFSO issued by the Contact Person as described in Section 3.6;

“**Business Day**” means a standard day for conducting business in British Columbia, excluding government holidays and weekends;

“**Claim**” has the meaning set out in Section 7.13(a);

“**Contact Person**” means the person identified in Section 3.4, or such other person as may be appointed by the RDN;

“**Contract**” has the meaning set out in Section 1.1;

“**Consultant**” has the meaning set out in Section 1.1;

“**Data Room**” has the meaning set out in Section 1.9;

“**Enquiry**” has the meaning set out in Section 3.5;

“**Evaluation Committee**” has the meaning set out in Section 5.2;

“**Evaluation Criteria**” has the meaning set out in Section 5.3;

“**FOIPPA**” has the meaning set out in Section 7.8;

“**Information Meeting**” has the meaning set out in Section 3.1;

“**Key Firms**” means any subconsultant who will perform more than 20% of the Services, based on the scope of the Services or the estimated dollar value of the Services;

“**Key Individuals**” means the [engineer and/or qualified professionals] within the firm for each discipline;



“Mandatory Requirements” means the requirements set out in Section 5.1;

“Participation Agreement” means the agreement substantially as set out in Appendix 2 [Participation Agreement] or as otherwise acceptable to the RDN;

“Preferred Proponent” means the Proponent selected by the RDN pursuant to this RFSO to negotiate and finalize the Contract;

“Proponent” means: (a) before the Submission Time, any party that has signed and submitted a Participation Agreement or attended the Information Meeting; and (b) after the Submission Time, any party that has submitted a Proposal;

“Proposal” means a proposal submitted in response to this RFSO;

“Proposal Declaration Form” means a form substantially as set out in Appendix 5 [Proposal Declaration Form] or as otherwise acceptable to the RDN;

“Proposal Price” means the total estimated price submitted by a Proponent as described in Appendix 4 [Schedule of Prices];

“RDN Landfill” has the meaning set out in the draft Contract attached at Appendix 1 [Draft Contract];

“Reference Information” has the meaning set out in Section 1.10;

“Relationship Disclosure Form” means a form substantially as set out in Appendix 6 [Relationship Disclosure Form] or as otherwise acceptable to the RDN;

“Restricted Party” means those persons (including their former and current employees) who have a conflict of interest or had, or currently have, participation or involvement in the procurement process or the design, planning or implementation of the Services, and who have or may provide a material unfair advantage, including without limitation as a result of any confidential information that is not, or would not reasonably be expected to be, available to all other Proponents;

“RDN” means the Regional District of Nanaimo;

“RFSO” or **“Request for Standing Offer”** means this Request for Standing Offers including all appendices, as may be amended by Addenda;

“Services” has the meaning set out in the draft Contract attached at Appendix 1 [Draft Contract];

“Subconsultant” means an individual, firm, partnership, corporation or entity having a contract or proposing to enter into a contract with, the Proponent or another Subconsultant to perform a part or parts of the Services;

“Submission Location” has the meaning set out in Section 4.1;

“Submission Time” has the meaning set out in Section 4.1.



8.2 Governing Law

This RFSO is governed by the law of British Columbia and the laws of Canada applicable therein.

8.3 Interpretation

In this RFSO:

- (a) any action, decision, determination, consent, approval or any other thing to be performed, made, or exercised by or on behalf of the RDN, including the exercise of “discretion” or words of like effect, unless the context requires it, is at the sole, absolute and unfettered discretion of the RDN;
- (b) the use of headings is for convenience only and headings are not to be used in the interpretation of this RFSO; and
- (c) the word “including” when used in this RFSO is not to be read as limiting.

APPENDIX 1

DRAFT CONTRACT

Attached separately.

APPENDIX 2

PARTICIPATION AGREEMENT

To: Regional District of Nanaimo

Attention: Jane Hamilton, Superintendent of Landfill Operations

Re: Participation Agreement: Request for Standing Offers for General Engineering Services

This letter agreement sets out the terms and conditions of the Participation Agreement between the Proponent and the RDN, pursuant to which the Proponent agrees with the RDN as follows:

- (a) **Defined Terms.** Capitalized terms not otherwise defined in this Participation Agreement have the meanings given to them in the RFSO.
- (b) **Participation.** The Proponent agrees that as a condition of receiving access to the Data Room and participating in the RFSO, the Proponent will comply with the terms of this Participation Agreement and the terms of the RFSO.
- (c) **Confidentiality.** The Proponent will comply with, and will ensure that all of the Proponent's team members and others associated with the Proponent also comply with, the confidentiality conditions attached as Schedule 1 to this Participation Agreement, all of which conditions are expressly included as part of this Participation Agreement.
- (d) **Terms of RFSO.** The Proponent will comply with and be bound by, and will ensure that all of the Proponent team members and others associated with the Proponent also comply with and are bound by, the provisions of the RFSO, all of which are incorporated into this Participation Agreement by reference. Without limiting the foregoing the Proponent agrees:
 - (1) that the terms of this Participation Agreement do not limit the Proponent's obligations and requirements under the RFSO or any other document or requirement of the RDN; and
 - (2) to be bound by the disclaimers, limitations and waivers of liability and claims and any indemnities contained in the RFSO, including Section 7.13 (Limited Claim for Compensation) of the RFSO.
- (e) **Amendments.** The Proponent acknowledges and agrees that:
 - (1) the RDN may in its sole and absolute discretion amend the RFSO at any time and from time to time; and
 - (2) by submitting a Proposal the Proponent accepts, and agrees to comply with, all such amendments and, if the Proponent does not agree to any such amendment, the Proponent's sole recourse is not to submit a Proposal.



(f) **General.**

- (1) *Capacity to Enter Agreement.* The Proponent hereby represents and warrants that:
 - (i) it has the requisite power, authority and capacity to execute and deliver this Participation Agreement;
 - (ii) this Participation Agreement has been duly and validly executed by it, or on its behalf by the Proponent's duly authorized representatives; and
 - (iii) this Participation Agreement constitutes a legal, valid and binding agreement enforceable against it in accordance with its terms.
- (2) *Survival following cancellation of the RFSO.* Notwithstanding anything else in this Participation Agreement, if the RDN for any reason, cancels the RFSO, the Proponent agrees that it continues to be bound by, and will continue to comply with, Section (c) of this Participation Agreement and all other terms that by their nature are intended to continue to apply, including Section (d)(2).
- (3) *Severability.* If any portion of this Participation Agreement is found to be invalid or unenforceable by law by a court of competent jurisdiction, then that portion will be severed and the remaining portion will remain in full force and effect.
- (4) *Enurement.* This Participation Agreement enures to the benefit of the RDN and binds the Proponent and its successors.
- (5) *Applicable Law.* This Participation Agreement is deemed to be made pursuant to the laws of the Province of British Columbia and the laws of Canada applicable therein and will be governed by and construed in accordance with such laws.
- (6) *Headings.* The use of headings is for convenience only and headings are not to be used in the interpretation of this Participation Agreement.
- (7) *Including.* The word including when used in this Participation Agreement is not to be read as limiting.

Yours truly,

(Name of Proponent)

Authorized Signatory

Name of Authorized Signatory
(please print)

Schedule 1 – Confidential Conditions

1. Interpretation

In these confidentiality conditions:

- (a) **“Agreement”** means this Schedule 1 to the Participation Agreement;
- (b) **“Confidential Information”** means all documents, knowledge and information provided by the RDN or any of its representatives (the **“Disclosing Party”**) to, or otherwise obtained by, the recipient or any of its representatives (the **“Receiving Party”**), whether before or after the date of this Agreement, and whether orally, in writing or other visual or electronic form in connection with or relevant to the Services or this RFSO, including all design, operational and financial information, together with all analyses, compilations, data, studies, photographs, specifications, manuals, memoranda, notes, reports, maps, documents, computer records or other information in hard copy, electronic or other form obtained from the Disclosing Party or prepared by the Receiving Party containing or based upon any such information. Notwithstanding the foregoing, Confidential Information does not include the information that:
 - (i) is or subsequently becomes available to the public, other than through a breach of this Agreement by the Reviewing Party or through a breach of a confidentiality agreement which another person has entered into concerning the Confidential Information;
 - (ii) is subsequently communicated to the Receiving Party by an independent third party, other than a third party introduced to the Receiving Party by the Disclosing Party or connected with the Services, without breach of this Agreement and which party did not receive such information directly or indirectly under obligations of confidentiality;
 - (iii) was rightfully in possession of the Receiving Party or was known to the Receiving Party before the date of this Agreement and did not originate, directly or indirectly, from the Disclosing Party;
 - (iv) was developed independently by the Receiving Party without the use of any Confidential Information; or
 - (v) is required to be disclosed pursuant to any judicial, regulatory or governmental order validly issued under applicable law.
- (c) **“Permitted Purposes”** means evaluating the Services, preparing the Proposal pursuant to the RFSO, and any other use permitted by this Agreement.
- (d) **“Representative”** means a director, officer, employee, agent, accountant, lawyer, consultant, financial advisor, subconsultant, or other member of the Proponent team or any other person contributing to or involved with the preparation or evaluation of Proposals, as



the case may be, or otherwise retained by the Proponent or the RDN in connection with the Services.

All capitalized terms not otherwise defined in the Agreement have the respective meanings ascribed to them in the RFSO.

2. Confidentiality

The Proponent will keep all Confidential Information strictly confidential and will not without the prior written consent of the RDN, which may be unreasonably withheld, disclose, or allow any of its Representatives disclose, in any manner whatsoever, in whole or in part, or use, or allow any of its Representatives to use, directly or indirectly, the Confidential Information for any purpose other than the Permitted Purposes. The Proponent will make all reasonable, necessary and appropriate efforts to safeguard the Confidential Information from disclosure to any other person except as permitted in this Agreement, and will ensure that each of its Representatives agrees to keep such information confidential and to be bound by the terms contained therein.

3. Ownership of Confidential Information

The RDN owns all right, title and interest in the Confidential Information and, subject to any disclosure requirements under applicable law, and except as permitted by this Agreement, the Proponent will keep all Confidential Information which the Proponent receives, has access to, or otherwise obtains strictly confidential for a period of three years after the date of this Agreement, and will not, without the prior express written consent of an authorized representative of the RDN, which may be unreasonably withheld, use, divulge, give, release or permit or suffer to be used, divulged, given or released, any portion of the Confidential Information to any other person for any purpose whatsoever.

4. Limited Disclosure

The Proponent may disclose Confidential Information only to those of its Representatives who need to know the Confidential Information for the purposes of evaluating the Services and preparing its Proposal and on the condition that all such Confidential Information be retained by each of those Representatives as strictly confidential. The Proponent will notify the RDN, on request, of the identity of each Representative to whom any Confidential Information has been delivered or disclosed.

5. Destruction on Demand

On written request, the Proponent will promptly deliver to the RDN or destroy all documents and copies thereof in its possession or control constituting or based on the Confidential Information and the Proponent will confirm that delivery or destruction to the RDN in writing, all in accordance with the instructions of the RDN; provided, however, that the Receiving Party may retain one copy of any Confidential Information that it may be required to retain or to furnish to a court or to a regulatory authority pursuant to applicable law.



6. Acknowledgment of Irreparable Harm

The Proponent acknowledges and agrees that the Confidential Information is proprietary and confidential and that the RDN may be irreparably harmed if any provision of this Agreement, were not performed by the Proponent or any party to whom the Proponent provides Confidential Information in accordance with its terms, and that such harm could not be compensated reasonably or adequately in damages. The Proponent further acknowledges and agrees that the RDN will be entitled to injunctive and other equitable relief to prevent or restrain breaches of any of the provisions of this Agreement by the Proponent or any of its Representatives, or to enforce the terms and provisions hereof, by an action instituted in a court of competent jurisdiction, which remedy or remedies are in addition to any other remedy to which the RDN may be entitled at law or in equity.

7. Waiver

No failure to exercise, and no delay in exercising, any right or remedy under this Agreement by the RDN will be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this Agreement will be deemed to be a waiver of any subsequent breach of that provision or of any similar provision.

8. Severability

If any portion of this Agreement is found to be invalid or unenforceable by law by a court of competent jurisdiction, then that portion will be severed and the remaining portion will remain in full force and effect.

9. Enurement

This Agreement enures to the benefit of the RDN and binds the Proponent and its successors.

APPENDIX 3

SUBMISSION REQUIREMENTS

Without limiting the terms of this RFSO, this Appendix 3 [Submission Requirements] describes the specific documentation that a Proponent should submit to demonstrate that the Proponent is capable of performing the responsibilities and obligations under the Contract. The Proponent's Proposal documents should comprehensively address the requirements set out in this Appendix 3 [Submission Requirements]. The Proposal should include sufficient information to demonstrate that the Proponent has a good understanding of the Services. Proponents should arrange the content of their Proposal in accordance with the sequencing of, and using the section numbers and corresponding titles shown in Table 1 of this Appendix.

Table 1: Submission Requirements

Response Content
<p>Title Page</p> <p>Include the RFSO number, and the Proponent's name, address, telephone number, GST number, contact person and email address.</p>
<p>Letter of Introduction</p> <p>One page, introducing the Proponent and highlighting key aspects of the Proposal, and signed by the person(s) authorized to sign on behalf of and to bind the Proponent to statements made in response to this RFSO.</p>
<p>TECHNICAL PROPOSAL</p>
<p>Section 1.0: Forms</p> <ol style="list-style-type: none"> 1. Include a completed Appendix 5 [Proposal Declaration Form]. 2. Include a completed Appendix 6 [Relationship Disclosure Form].
<p>Section 2.0: Corporate Qualifications and Experience</p> <p>The Proponent should provide a clear and concise description of the Proponent's corporate structure, history, background, organizational chart, number of employees and relevant expertise, including confirmation that the Proponent has the requisite registrations and licences, and is or will be in good standing to conduct business in British Columbia.</p> <p>The description of relevant expertise should include details on the Proponent's experience undertaking services similar to the Services, including public sector client base, the value, magnitude and scope of past and current contracts. The Proponent should provide details on the size and scope of the Proponent's operations, including location and the size of its current operation, in Nanaimo, British Columbia, Canada and internationally (as applicable).</p> <p>The Proponent should provide no less than 3 reference projects with contact details for reference persons, of similar or greater magnitude as the Contract and which have been completed the in the past 10 years or are ongoing. The reference projects should demonstrate experience providing:</p>

Response Content

- (a) General Civil Engineering
- (b) Landfill Design, Operations and Closure
- (c) Landfill Gas Management
- (d) Environmental Monitoring

For each reference project, the Proponent should provide the following information:

1. owner or client name, address, contact name and telephone number;
2. name of project manager and key staff members;
3. description of services provided;
4. length of professional relationship;
5. duration of the project, including any extensions or renewals of terms;
6. number of engineers and/or qualified professions assigned to the project;
7. approximate value of the project; and
8. use of any subconsultants, if applicable.

Section 2.1: Proponent Team

Key Firms: Proponents should refer to the definition of Key Firms to determine whether any Key Firms will be performing the Services. If the Proponent intends to use one or more Key Firms to perform the Services, then for each Key Firm, the Proponent should provide a description of:

1. the Key Firm's corporate structure, history, background, organizational chart, number of employees and relevant expertise;
2. the Proponent's history of working with the Key Firm, including any reference projects if applicable; and
3. the roles and responsibilities of each Key Firm, specifically the area of expertise.

Key Individuals: Provide a list of Key Individuals. The Proponent should provide:

1. A detailed resume for each Key Individual;
2. Up to three (3) references of successful projects completed by each Key Individual; and
3. A table clearly indicating the role and responsibility of each Key Individual, specifically the area of expertise.

Section 3.0: Understanding of the Services

The Proponent should provide a clear and concise description of its Services delivery plan (made of all plans and documents in this Section 3.0) in sufficient detail to demonstrate that the Proponent understands the scope and requirements of the Services and how it intends to implement and execute the Services efficiently, safely, and on time.

The Proponent should build in flexibility to each of the plans to address how the Proponent would accommodate any changes in Applicable Law that could potentially change service delivery. If the Proponent's Proposal is accepted, all or portions of these documents may be incorporated into the Contract, subject to the terms of the Contract.

Section 3.1: Services Approach and Methodology

Engineering Services. An overview of the Proponent's understanding of the requirements regarding the Services, including the Proponent's proposed approach to meet Contract's requirements. This overview should include descriptions of:

Response Content

- (a) the applicable disciplines:
 - (i) General Civil Engineering
 - (ii) Landfill Design, Operations and Closure
 - (iii) Landfill Gas Management
 - (iv) Environmental Monitoring
- (b) the Proponent's communication strategies for both internal and external stakeholders;
- (c) sustainability (financial and environmental);
- (d) the Proponent's responsibilities to adapt to climate change; and
- (e) a description of innovation utilized by the Proponent in previous services similar to the Services.

Section 3.2: Services Work Plan

The Proponent should provide a draft Services work plan setting out the proposed approach for undertaking the Services, including a description of the following:

1. proposed assignment of Key Individuals, including roles and responsibilities and reporting relationships;
2. cost apportionment percentages for the proposed assignments (i.e. senior engineer, junior engineer, support staff);
3. approach to project management and quality assurance activities; and
4. approach to provision of Services.

Section 3.3: Business Continuity Plan

The Proponent should include a draft business continuity and contingency plan to manage and address occurrences such as:

1. Key Individual replacement action plan in the event a Key Individual leaves the firm at any point during the Contract

FINANCIAL PROPOSAL

Section 5.0: Financials

1. When completing Appendix 4 [Schedule of Prices], Proponents should:
 - (a) include all fee structure and client invoicing costs for any aspect of the Services required by the Contract in Appendix 4 [Schedule of Prices], specifically hourly fees (base rates, reduced rates), billing increments, variable fees, disbursements, billing frequency and any other commercial term considerations;
2. Proponents should also include:
 - (b) evidence that the Proponent will be able to obtain the insurance required by the Contract (for example, a letter from the Proponent's insurer).

APPENDIX 4

SCHEDULE OF PRICES

Vendor supplied - Three-Year Fee Structure

APPENDIX 5**PROPOSAL DECLARATION FORM**

To: **Regional District of Nanaimo**

Attention: **Jane Hamilton, Superintendent of Landfill Operations**

Re: **Proposal Declaration Form: RFSO #19-061 General Engineering Services**

The Proponent hereby agrees and acknowledges that:

1. Proposal

- (a) this Proposal Declaration Form has been duly authorized and validly executed and is binding on the Proponent;
- (b) the Proponent is bound by all statements and representations in its Proposal;
- (c) its Proposal strictly conforms to the RFSO and that the RDN may, in its discretion, reject the Proposal if it fails to strictly conform to the RFSO;
- (d) its Proposal is in all respects a fair submission made without solicitation, collusion or fraud; and
- (e) the RDN reserves the right to verify information in the Proposal and conduct any background investigations including criminal record investigations, verification of the Proposal, credit enquiries, litigation searches, bankruptcy registrations and taxpayer information investigations or other investigations on any or all of the Proponent team members and by submitting a Proposal, the Proponent agrees that they consent to the conduct of all or any of those investigations by the RDN.

2. Acknowledgements with Respect to the RFSO

- (a) the Proponent has received, read, examined and understood the entire RFSO including all of the terms and conditions, all documents listed in the RFSO table of contents, and any and all Addenda;
- (b) the Proponent agrees to be bound by the RFSO, including but not limited to the provisions related to confidentiality and the ability of the Proponent to make a claim against the RDN;
- (c) the Proponent has had sufficient time to consider, and has satisfied itself as to the applicability of, the content in the RFSO and any and all conditions that may in any way affect its Proposal;

- (d) the Proponent has disclosed all relevant relationships of the Proponent, in accordance with the instructions and format outlined in the Relationship Disclosure Form; and
- (e) the Proponent has received, and based its Proposal, on all Addenda issued by the RDN.

Name of Proponent

Name of Authorized Signatory

Title of Authorized Signatory

Signature of Authorized Signatory

If the Proponent is a joint venture, consortium or special purpose entity – by each of its joint venture or consortium members, as applicable.

APPENDIX 6

RELATIONSHIP DISCLOSURE FORM

This form should be completed by the Proponent on its own behalf and on behalf of each member of the Proponent's team including the Key Individuals and Key Firms (if any).

The Proponent declares on its own behalf and on behalf of each member of the Proponent team that:

- (a) This declaration is made to the best knowledge of the Proponent and, with respect to relationships of each member of the Proponent team, to the best knowledge of that member.
- (b) The Proponent and the members of the Proponent team have reviewed the definition of Restricted Parties and the non-exhaustive list of Restricted Parties in Section 6.4.
- (c) The following is a full disclosure of all known relationships that the Proponent and each member of the Proponent team has, or has had, with:
 - (i) the RDN;
 - (ii) any listed Restricted Party;
 - (iii) any current employees, elected officials, directors or officers, as applicable, of the RDN or any listed Restricted Party;
 - (iv) any current employees, elected officials, directors or officers, as applicable, of the RDN or any listed Restricted Party, who ceased to hold such a position within two calendar years prior to the Submission Time; and/or
 - (v) any other person who, on behalf of the RDN or a listed Restricted Party, has been involved in the procurement process or the design, planning or implementation of the Services or has confidential information about the Services or the procurement process.

Name of Proponent team member	Name of party with relationship	Details of the nature of the relationship with the listed Restricted Party / person

Name of Proponent

Name of Authorized Signatory

Signature of Authorized Signatory