



## **REQUEST FOR QUALIFICATIONS No. 23-075**

### **Engineering Services for Solid Waste Projects**

**ISSUED: December 4, 2023**

#### **CLOSING DATE AND TIME:**

Submissions must be received on or before:  
**3:00 PM (15:00 hrs) Local Time on December 22, 2023**

#### **Submissions and Questions are to be directed to:**

Jane Hamilton  
Superintendent - Landfill Operations, Solid Waste  
(250)722-2044x3222  
[jhamilton@rdn.bc.ca](mailto:jhamilton@rdn.bc.ca)

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

Proposals will not be opened in public



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## **1 INSTRUCTIONS TO PROPONENTS**

### **1.1 Invitation**

The Regional District of Nanaimo (RDN) is seeking proposals in response to Request for Qualifications (RFQ) No. 23-075 with the intention to pre-qualify a minimum of three (3) engineering consulting firms ("the Proponents") for the provision of engineering and associated support services for its waste management facilities and operations. Proponents will be pre-qualified based on the scope of services described in this RFQ (Appendix "A") for a five (5) year period. The RDN will, at its discretion, have the ability to engage an individual pre-qualified firm for assignments with an anticipated budget value not exceeding \$75,000 (taxes extra). For assignments with anticipated budget value exceeding \$75,000 (taxes extra), the intention is to request proposal submissions from the pre-qualified firms who have qualified for that category of expertise (see Appendix "A") although the RDN retains the sole right to publicly advertise. Except in certain situations as described in this RFQ, only the pre-qualified Proponents will be asked to submit proposals for waste management projects during the five (5) year period.

### **1.2 Closing Date/Time/Submission Method**

Submissions must be received on or before 3:00 PM (15:00 hrs), Local Time, on December 22, 2023.

Submission Method:

By Email: In PDF format with "23-075 Engineering Services for Solid Waste Projects" as the subject line at this electronic address:

[jhamilton@rdn.bc.ca](mailto:jhamilton@rdn.bc.ca)

**Please note: Maximum email file size limit is 20MB, or less. The RDN will not be liable for any technological delays of submissions.**

The RDN reserves the right to extend the Closing Date at its sole discretion.

Submissions received in any other manner will not be accepted. Proposals must not be sent by fax.

### **1.3 Not a Tender**

This is a Request for Qualifications and not a tender call or request for proposal. By participating in the RFQ, each Proponent expressly agrees that no contract of any kind is formed under, nor any legal obligations whatsoever arise out of this RFQ.



#### **1.4 Proposal Documents**

Each proponent should return the Receipt of Confirmation Form provided in Appendix “B” complete with the Proponent’s name, address, email address, and telephone number to the RDN Representative by email.

Failure to return the attached Receipt Confirmation Form to the RDN Representative listed in Section 1.5 may result in no further communication regarding the RFQ.

Please use and reference the project name on all correspondence.

Proponents are advised to read and respond appropriately to all sections of the RFQ. Appendix “C” provides a summary of available information related to the scope of services.

#### **1.5 Inquiries**

All inquiries related to this RFQ must be directed in writing to the person named below (the “RDN Representative”):

Name: Jane Hamilton, Superintendent – Landfill Operations, Solid Waste  
Address: 1105 Cedar Road, Nanaimo, British Columbia  
Email: [jhamilton@rdn.bc.ca](mailto:jhamilton@rdn.bc.ca)

Information obtained from any person or source other than the RDN Representative may not be relied upon. The RDN is not required to provide a response to any inquiry. The RDN at its discretion may change the person named as the RDN Representative.

Inquiries should be made no less than five (5) working days prior to Closing Time. The RDN reserves the right not to respond to inquiries made less than five (5) working days prior to Closing Time. Inquiries and responses will be recorded and will be distributed to all Proponents at the discretion of the RDN.

Proponents finding discrepancies or omissions in the Contract or RFQ, or having doubts as to meaning or intent of any provision, should immediately notify the RDN Representative. If the RDN determines that an amendment is required to the RFQ, the RDN Representative will issue a written addendum to the Proponents. No oral conversation will affect or modify the terms of the RFQ or may be relied upon by any Proponent.

#### **1.6 Meeting**

There is no site meeting scheduled for this RFQ. Note that Proponents are encouraged to visit the sites identified in this RFQ prior to submitting a response. Visits can be arranged by contacting the RDN Representative listed in Section 1.5.

#### **1.7 Addenda**



If the RDN determines that an amendment is required to the RFQ, the RDN will issue a written Addendum that will be incorporated into and become a part of this RFQ. The RDN will issue the Addendum to all Proponents that complete and return Appendix B – Receipt Confirmation Form and will post the Addendum on the RDN ([www.rdn.bc.ca/current-bid-opportunities](http://www.rdn.bc.ca/current-bid-opportunities)) and BC Bid ([www.bcbid.gov.bc.ca/](http://www.bcbid.gov.bc.ca/)) websites. Failure to address all addenda in a Proposal may render the Proposal invalid. This will be at the sole discretion of the RDN. It is the sole responsibility of the Proponents to ensure they receive all addenda prior to the Closing Date.

### **1.8 Late Proposals**

Proposals received after the Closing Time will not be accepted or considered.

### **1.9 Amendment to Proposals**

Proposals may be amended in writing and sent via email to the RDN contact person identified on the cover page on or before the closing. Such amendments should be signed by the authorized signatory of the Proponent in the same manner as provided by Section 2.2.

### **1.10 Withdrawal of Proposals**

The Proponent may withdraw their Proposal at any time by submitting a written withdrawal email to the RDN Representative on or before the Closing Time.

### **1.11 RDNs Right to Modify Terms and Negotiate**

The RDN at its sole discretion, reserves the right to modify the terms of the RFQ at any time before the Closing Time. The RDN reserves the right following the Closing Time to negotiate with one or more Preferred Proponents any modifications or variation of the terms of the RFQ, including any of the documents referred to in the definition of the “Contract” herein or any modification or variation of the terms of any Proposal, including rates, that the RDN considers to be in its best interests. For certainty and without limiting the foregoing, the RDN may, for the purpose of entering into a Contract with any Proponent, amend the description of the work included in this RFQ so that it accurately reflects the services provided by the Proponent.

### **1.12 Unsuccessful Vendors**

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



## **2 PROPOSAL SUBMISSION AND CONTENTS**

### **2.1 Proposal Requirements**

Proponents should submit their Proposal in accordance with the instructions set out in Appendix "D" – Submittal Requirements.

### **2.2 Signature**

The Proposal must be signed by a person authorized to sign on behalf of the Proponent and include the following:

- a) If the Proponent is a corporation then the full legal name of the corporation should be included, together with the names of the authorized signatories. The Proposal should be executed by all of the authorized signatories or by one of more of them provided that a copy of the corporate resolution authorizing those persons to execute the Proposal on behalf of the corporation is submitted.
- b) If the Proponent is a partnership or joint venture then the legal name of the partnership or joint venture and the name of each partner or joint venture should be included and each partner or joint venture should sign personally (or, if one or more person(s) having signing authority for the partnership or joint venture should provide evidence to the satisfaction of the RDN that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venture is a corporation then such corporation should sign as indicated in subsection (a) above.
- c) If the Proponent is an individual, including sole proprietorship, the name of the individual should be included.

### **2.3 Language**

All Proposals must be in English.

### **2.4 Currency**

All rates are to be quoted in Canadian dollars.



### **3 EVALUATION AND SELECTION**

#### **3.1 Regional District Discretion**

Without limiting any other provision of this RFQ, the RDN reserves the right, in its sole and unfettered discretion, to:

- a) Reject any Proposal that fails to comply with any requirements of this RFQ, whether that requirement is expressed as being a mandatory requirement or contains any financial or commercial terms that are unacceptable to the RDN; and
- b) To waive any formality, informality or technicality in any Proposal, whether of a minor or inconsequential nature, or whether of a substantial or material nature, other than the Mandatory Requirements listed in Section 3.3.

#### **3.2 Evaluation Team**

The evaluation of Proposals will be undertaken by an evaluation team appointed by the RDN that may consist of one or more RDN staff members and/or contractors (the "Evaluation Team"). The Evaluation Team may consult with others including other RDN staff members, third party consultants and references, as the Evaluation Team may in its discretion decide is required. All evaluators will be bound by the same standards of confidentiality.

#### **3.3 Mandatory Requirements**

The following are the mandatory requirements:

- a) The Proposals and any amendments must be received on or before the Closing Date and Time.
- b) All Firms must have a Permit to Practice to engage in the practice of professional engineering or geoscience in BC.

#### **3.4 Evaluation Criteria**

The RDN's intention is to shortlist the Proponents whose Proposals are most advantageous to the RDN. The RDN reserves the right to accept any or none of the Proposals submitted and will evaluate proposals based on the best value offered to the RDN and not necessarily the lowest weighted hourly rate.

The Evaluation Team will compare and evaluate each Proposal to determine the Proponent's strength and ability to provide the scope of services in order to determine the Proposal(s) which are the most advantageous to the RDN for each category of expertise (see Appendix "A").

The Evaluation Criteria are identified in the Evaluation Form attached as Appendix "E."





### **3.5 Litigation**

In addition to any other provision of this RFQ, the RDN may, in its absolute discretion, reject a Proposal if the Proponent, or any officer or director of the Proponent submitting the Proposal, is or has been engaged directly or indirectly in a legal action against the RDN, its elected or appointed officers, representatives or employees in relation to any matter.

In determining whether or not to reject a Proposal under this section, the RDN will consider whether the litigation is likely to affect the Proponent's ability to work with the RDN, its contractors and representatives and whether the RDN's experience with the Proponent indicates that there is a risk the RDN will incur increased staff and legal costs in the administration of the Contract if it is awarded to the Proponent.

### **3.6 Additional Information**

The Evaluation Team may, at its discretion, request clarifications or additional information from any Proponent with respect to any proposal. The Evaluation Team may consider such clarifications or additional information in evaluating a Proposal.

### **3.7 Interviews**

The Evaluation Team may, at its discretion, invite a shortlist of Proponents to appear before the Evaluation Team to provide clarifications of their Proposals. In such event, the Evaluation Team will be entitled to consider the answers received in evaluating Proposals.

### **3.8 Award**

Proponents will be notified in writing if firms have been pre-qualified.

## **4 GENERAL CONDITIONS**

### **4.1 No RDN Obligation**

This RFQ does not commit the RDN in any way to select a preferred Proponent, or to proceed to discussions or negotiations for a Contract, or to award any contract, and the RDN reserves the complete right to at any time reject all Proposals, and to terminate this RFQ process for any reason.

### **4.2 Proponents Expenses**



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

#### **4.3 No Contract**

By responding to this Request for Qualifications and participating in the process as outlined in this RFQ, Proponents expressly agree that no contract of any kind is formed.

#### **4.4 Conflict of Interest**

A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the RDN, its elected or appointed officials or employees. The RDN may rely upon such disclosure.

In addition to any other provision of this RFQ, including the evaluation criteria, the RDN reserves the right in its absolute and unfettered discretion to reject any Proposal if the Proponent's current or past corporate or other interests are, in the reasonable opinion of the RDN, deemed or perceived to be a conflict of interest in connection with this RFQ or the activities or the mandate of the RDN.

#### **4.5 Solicitation of Board Members and RDN Staff**

Proponents and their agents will not contact any member of the RDN Board, RDN staff or RDN contractors with respect to this RFQ, other than the RDN Representative named in Section 1.5, at any time prior to entering into a Contract or the cancellation of this RFQ.

#### **4.6 Disclaimer/Limitations of Liability**

Neither acceptance of a Proposal nor execution of a Contract constitute approval of any activity or development contemplated in any Proposal that requires any approval, permit or license pursuant to any federal, provincial, regional or municipal statute, regulation or bylaw. It is the responsibility of the Proponent to obtain such approval, permit or license prior to commencement of the work under the anticipated Contract.

While the RDN has used considerable efforts to ensure an accurate representation of the information in this RFQ, the RDN, its elected officials, appointed officers, employees, agents, contractors and volunteers expressly disclaim any and all liability for representations or warranties expressed, implied or contained in, or for omissions from this RFQ package or any written or oral information transmitted or made available at any time to a Proponent by or on behalf of the RDN. Nothing in this RFQ is intended to relieve a Proponent from forming its own opinions and conclusions in respect of this RFQ. Each Proponent is responsible for informing themselves as to the contents and requirements of this RFQ. Each Proponent is solely responsible to ensure that they have obtained and considered all information necessary to understand the requirements of the RFQ and to prepare and submit their Proposal, including any and all addenda.



Proponents acknowledge that the RDN, in the preparation of the RFQ, supply of oral or written information to Proponents, review of Proposals or the carrying out of the RDN's responsibilities under this RFQ, does not owe a duty of care to the Proponents.

The RDN, its elected officials, appointed officers, employees, agents, contractors and volunteers will not be liable to any Proponent for any claims, whether for costs, expenses, losses, damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by a Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFQ, with the exception of fraud on the RDN's part. By submitting a Proposal, each Proponent shall be deemed to have agreed that it has no right to make such claims.

#### **4.7 Confidentiality**

The RFQ document, or any portion thereof and any other confidential information to which a Proponent may have access as a result of this RFQ process, may not be used by a Proponent for any purpose other than submission of Proposals.

By submitting a Proposal, every Proponent agrees not to divulge, release or otherwise use any information that has been given to it or acquired by it from the RDN on a confidential basis as a result of or during the course of the RFQ process. Any use of the information provided in this RFQ or any other confidential information for purposes other than those stated is in contravention of this RFQ, and may result in the cancellation of this RFQ or in the Proponent who uses the information in such a manner having their Proposal rejected, in addition to any other legal remedies available to the RDN.

#### **4.8 Ownership of Proposals and Freedom of Information**

Each Proposal submitted, as well as any other documents received from a Proponent, becomes the property of the RDN, and as such subject to the *Freedom of Information and Protection of Privacy Act* ("FOIPPA"). The FOIPPA grants a general right of access to such records, but also includes grounds for refusing the disclosure of certain information.

Proponents are asked to specifically identify information contained in their Proposal that is submitted on a confidential basis. Regardless of this identification, the RDN will only refuse to disclose if doing so is permitted under the FOIPPA. The RDN specifically reserves the right to distribute information about any Proposal internally to its own directors, officers and employees, to its consultants and contractors where the distribution of that information is considered by the RDN to be necessary to its internal consultation process.

#### **4.9 Time**

The timing for the submission and receipt of Proposals and any amendments thereto shall be determined by reference to the RDN local area network time, as determined by the RDN.

#### **4.10 Acceptance of Terms**



The submission of a Proposal constitutes the agreement of the Proponent that all the terms and conditions of this RFQ are accepted by the Proponent and incorporated in its Proposal.



## **APPENDIX “A” – SCOPE OF SERVICES**

### **1. Introduction**

The objective of this RFQ is to pre-qualify three (3) or more engineering firms for a five (5) year period for the provision of engineering and associated support services for the RDN’s waste management facilities and operations. The specific scope of services to be provided shall be determined on a project to project basis; however, potential categories of expertise are generally summarized below. Proponents can respond to some or all categories of expertise.

Except in certain situations as described in this RFQ, only the pre-qualified Proponents for a category of expertise will be asked to submit proposals for individual projects. The RDN may select or add individuals or small firms that have specific technical skills, relevant local knowledge, or who provide services in technical areas that are not provided by the selected Proponents or if the selected Proponent’s are not available and cannot meet the RDN’s project timeline.

### **2. Background**

The RDN owns and operates two solid waste management facilities: the Regional Landfill and the Church Road Transfer Station. Both facilities operate under an approved Solid Waste Management Plan and serve over 160,000 people.

The Regional Landfill is located at 1105 Cedar Road, near the southern boarder of the Town of Nanaimo. As the only landfill in the Region, the site receives more than 80,000 tonnes of waste per year. The Regional Landfill operates under Operational Certificate No. 1714, issued by the British Columbia Ministry of Environment on November 5, 1973 and most recently amended on October 6, 2023.

The Regional Landfill limit of waste encompasses an area of approximately 25 hectares and is comprised of two distinct regions:

- Cell One – the unlined natural control landfill encompassing an area of approximately 8.6 hectares; and
- Cell Two – the lined landfill encompassing an area of approximately 16.4 hectares.

The site comprises environmental controls to manage stormwater, leachate, and landfill gas. Stormwater is directed off-site via a series of ditches and culverts. Leachate is collected from the Cell One interceptors and the Cell Two leachate collection system and is discharge to the RDN sewer system. Landfill gas is collected via a network of horizontal collectors and vertical gas extraction wells and conveyed to a flare station.

The Church Road Transfer Station is located at 860 Church Road, just outside of the southwestern boarder of the City of Parksville. The facility receives more than 19,000 tonnes of waste per year, which is transferred to the Regional Landfill for disposal.

In addition to receiving municipal solid waste from commercial customers and the general public, both facilities provide areas for the collection of recyclable materials (including garden waste and scrap metal), Construction and Demolition (C&D) waste, and Controlled Waste. The facilities divert over 11,000 tonnes of material from the landfill on an annual basis.



The RDN has identified a number of potential projects to be completed at the Regional Landfill within the five year prequalification timeline. Currently, they include, but are not limited to the following:

- Disposal cell expansion;
- Landfill gas system evaluation and modification; and
- Capping/closure of select landfill areas.

The categories of expertise identified below have been selected based on the anticipated design and regulatory approval requirements of these undertakings at the Regional Landfill.

## **2. Categories of Expertise**

Services required to complete the above noted projects will typically include (but not be limited to) the following categories. As noted, Proponents can respond to some or all categories of expertise.

- 1 – Solid Waste Design and Operations;
- 2 – Landfill Gas Quantification, Capture and Utilization; and
- 3 – Approvals, Permitting and Public/Indigenous Engagement.

### **2.1 Category 1 : Solid Waste Design and Operations**

#### Background

This category is intended to address the engineering services associated with landfill and transfer station design and operations.

#### Potential Scope of Services

The types of work required within this category include landfill cell design/expansion, transfer station design, waste placement evaluation, air space utilization assessment, supporting site infrastructure assessment/design, site development planning, traffic assessment, cell closure/capping, nuisance (e.g., odour, vectors, litter) management, leachate management and stormwater management. Regulatory/approval requirements related to these works are described under Category 3.

The following tasks would typically be included in this category:

- Existing operations evaluation;
- Troubleshooting for challenges associated with aging infrastructure and hybrid nature of site (Cell One vs. Cell Two);
- Climate change adaptation and mitigation, including emergency management;
- Geotechnical investigations;
- Conceptual and detailed design;
- Tender package development and evaluation;
- Construction management; and
- Materials testing.



## **2.2 Category 2: Landfill Gas Characterization, Capture and Utilization**

### Background

This category is intended to include activities at all stages of feasibility, design and operational advice related to landfill gas management systems.

### Potential Scope of Services

The following tasks would typically be included in this category:

- Assessment of existing gas management infrastructure and identification of noted deficiencies and recommended improvements;
- Projections of landfill gas quality and quantity based on proposed cell progression and diversion programs for future cells;
- Greenhouse gas reporting; and
- Evaluation of near and long term gas management options, including flaring, energy recovery and utility partnerships.

## **2.3 Category 3: Approvals, Permitting and Public/Indigenous Engagement**

### Background

This category is intended to include services associated with acquisition of necessary regulatory approvals and permits to support current and potential future landfill operations.

### Potential Scope of Services

The following tasks would typically be included in this category:

- Identification/confirmation of regulatory approval and related permitting requirements; associated with proposed works;
- Completion of necessary field investigations and studies consistent with regulatory obligations;
- Stakeholder engagement, including Indigenous communities and representatives;
- Preparation of necessary approval application documents; and
- Liaison with regulatory authorities.



## APPENDIX "B" – RECEIPT CONFIRMATION FORM

REGIONAL DISTRICT OF NANAIMO

REQUEST FOR QUALIFICATIONS

Engineering Services for Landfill Projects  
Nanaimo Regional Landfill

Please complete this form and return it to:

Jane Hamilton  
Superintendent – Landfill Operations, Solid Waste  
Regional District of Nanaimo  
1105 Cedar Road, Nanaimo, BC  
Email: [jhamilton@rdn.bc.ca](mailto:jhamilton@rdn.bc.ca)

Failure to return this form may result in no further communication regarding this RFQ.

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

I have received a copy of the above-noted Request for Qualification, and (check one item):

☐ we will be submitting a proposal

☐ we will not be submitting a proposal

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_





## **APPENDIX “C” – AVAILABLE INFORMATION**

The following information will be made available to Proponents that complete and return Appendix B – Receipt Confirmation Form:

- 1) Nanaimo Regional Landfill Aerial Photo
- 2) Church Road Transfer Station Aerial Photo
- 3) Operational Certificate No. 1714
- 4) Capital Plan 2023-2027
- 5) Regional District of Nanaimo Purchasing Policy A2.22 with Sustainability Considerations

It is noted that an updated Design, Operations, and Closure Plan is in process of being developed for the Regional Landfill. The updated Plan will be made available to the pre-qualified Proponents resulting from this RFQ.

## APPENDIX “D” – SUBMITTAL REQUIREMENTS

### 1. Submission

To assist in receiving similar and relevant information, and to ensure your submission receives fair evaluation, the RDN asks Proponents to provide the following information in their RFQ submission. Proponents are directed to adhere to the information requirements and page limits presented below. Proponents should make clear in their proposals which categories of expertise they are submitting for.

It is noted that the RDN is committed to purchasing goods and services in a manner that is better for our economy, our environment, and our communities (i.e., Sustainable Procurement). Please refer to the RDN’s Purchasing Policy as included with the available information referenced in Appendix “C.”

Provide an electronic (pdf) copy of the submission, with the following:

- a. Cover Letter – Identifying the Proponent or team and primary contact (1 page);
- b. Corporate background (1 page);
- c. Corporate procedures, including (2 pages total):
  - Quality assurance and control;
  - Project management, budget monitoring and client communications;
  - Invoicing;
  - Staffing/resource management; and
  - Health and safety.
- d. Social Value, including (1 page total):
  - Proponents should identify any specific attributes of their proposed services that would have positive economic, environmental or social impacts.
- e. Representative Experience (12 pages total):
  - Overview of Proponent’s experience and capabilities specific to the scope of this RFQ;
  - Identification of representative projects (maximum 10) completed within the last 10 years relevant to the identified scope of services in this RFQ, including the following information:
    - i. Project name, location and year completed;
    - ii. Client name and contact information;
    - iii. Description of services provided;
    - iv. Noted project challenges and identified solutions;
    - v. Relevance to the scope of services defined in this RFQ;
    - vi. Consultant fee value; and
    - vii. Capital construction value (if applicable).
- f. Team Members:
  - Organizational chart of the overall proposed team, including expertise category leads, supporting personnel and (if applicable) subconsultants (1 page);
  - A table/figure linking the proposed team members to the selected representative projects (1 page);



- Biographical summaries of identified expertise category leads (maximum ½ page each) including the identification of backup personnel;
  - Identify each proposed team member under one of the following designation (a minimum of one team member must be provided for each designation):
    - i. Senior Contact Representing Firm:
      - Minimum of 15 years of experience relevant to the scope of this RFQ.
    - ii. Senior Engineer or Geoscientist:
      - Professional member in good standing with Engineers and Geoscientists BC or equivalent Provincial or State association; and
      - Minimum of 15 years of experience relevant to the scope of this RFQ.
    - iii. Intermediate Engineer or Geoscientist:
      - Professional member in good standing with Engineers and Geoscientists BC or equivalent Provincial or State association; and
      - Five to 14 years of experience relevant to the scope of this RFQ.
    - iv. Junior Engineer or Geoscientist:
      - Engineer or Geoscientist in Training in good standing with Engineers and Geoscientists BC or equivalent Provincial or State association; and
      - Zero to four years experience relevant to the scope of this RFQ.
    - v. Other Senior Team Member:
      - Minimum of 15 years of experience relevant to the scope of this RFQ.
    - vi. Other Intermediate Team Member:
      - Five to 14 years of experience relevant to the scope of this RFQ.
    - vii. Other Junior Team Member:
      - Zero to 4 years experience relevant to the scope of this RFQ.
  - Identification of a proposed process to add, remove and/or replace team members in consultation with RDN; and
  - CVs for all team personnel (including subconsultant leads, if applicable) presented in the Organizational chart (maximum two pages each).
- g. Fee Structure:
- A table of current hourly charge out rates (exclusive of applicable taxes) for all identified team members;
  - Disbursement mark-up policy;
  - Identification of each team member's designation, as noted under item e; and
  - Acknowledgement of the application of an annual adjustment (January 1) of hourly billing rates submitted in response to this RFQ based on the published Consumer Price Index value for British Columbia.

## **2. Form of Contract**

The RDN's preferred form of Contract is attached herein. Proponents should carefully review this form of Contract. Proponents may (but are not required to) request that the RDN consider revisions to the



form of Contract. Proponents should identify any clauses of concern in their proposal submission and suggest replacement language.

## APPENDIX “E” – EVALUATION FORM

### 1. Evaluation Team

The evaluation of Proposals will be undertaken on behalf of the RDN by an evaluation team appointed by the RDN, which may consist of one or more persons (the “Evaluation Team”).

### 2. Evaluation Process

To be considered a valid submission, proposals must:

- Meet all requirements as defined in the RFQ;
- Obtain minimum scoring in each section (50%); and
- Obtain minimum scoring on the overall submission (75%).

The Evaluation Team will evaluate the proposals submitted for each category of expertise based on the categories outlined in the Submission Evaluation Scoring Table. The total available points will be 100, with 80 points available for technical and 20 points available for financial.

**A)** Technical Merit scores will be determined using the following formula:

**Technical Merit** =  $\frac{\text{Total points on submission} \times 80 \text{ Points}}{\text{Available points on technical submission}}$

Technical evaluation criteria are defined as follows:

- Corporate:
  - Corporate background, history, and areas of expertise; and
  - Project Management and Quality Control procedures and certifications.
- Representative Projects:
  - Relevance to RFQ scope of work;
  - Success of completion based on client review; and
  - Evidence of innovation and/or ability to overcome challenges.
- Proposed Team:
  - CV of key project Team members, reasons why they were selected and how they will add value;
  - History of collaboration with other identified Team members; and
  - Participation on selected Representative Projects.
- Social Value:
  - Demonstrated commitment to supporting the social, environmental, and economic well-being of our communities.
- Interviews (if held).

**B)** Financial scores will be determined as follows:



- With reference to Appendix “D”, item f (Fee Structure), an average hourly charge out rate for each of the seven Team member designations will be calculated, e.g., one average hourly charge out rate for all “Senior Engineers or Geoscientists”, one for all “Intermediate Engineers or Geoscientists”, and so on.
- A total weighted hourly charge out rate for each submission shall be calculated using the following weightings:

Team Member Designation	Average Hourly Charge Out Rate Weighting (A)	Average Hourly Charge Out Rate from Submission (B)	Weighted Average Hourly Charge Out Rate (C)=(A)x(B)
Senior Contact Representing Firm	5%		
Senior Engineer or Geoscientist	20%		
Intermediate Engineer or Geoscientist	20%		
Junior Engineer or Geoscientist	10%		
Other Senior Team Member	20%		
Other Intermediate Team Member	20%		
Other Junior Team Member	5%		
<b>Total Weighted Hourly Charge Out Rate</b>	<b>100%</b>		<b>Sum of Column C</b>

**Financial Score** =  $\frac{\text{Lowest Weighted Hourly Rate} \times 20 \text{ Points}}{\text{Proposal Price}}$

**Submission Evaluation Scoring Table**

Categories	Available Points	Score
<b>TOTAL TECHNICAL SCORE</b>		
Corporate, Projects, Team	75	
Social Value	5	____ out of 80
<b>TOTAL FINANCIAL SCORE</b>	20	____ out of 20
<b>TOTAL SUBMISSION SCORE</b>		____ out of 100

**APPENDIX F  
REGIONAL DISTRICT OF NANAIMO**

**ENGINEERING CONSULTANCY STANDING AGREEMENT**

THIS AGREEMENT made the [REDACTED] day of [REDACTED], 2023.

BETWEEN:

AND: [REDACTED] OF THE FIRST PART (hereinafter called the "Regional District")

[REDACTED] OF THE SECOND PART (hereinafter called the "Consultant")

**WHEREAS:**

- a) The Regional District intends to engage the professional services of the Consultant in connection with the Project for the term of this Agreement;
- b) The Regional District called for proposals for engineering consulting services to the Regional District on an as-needed basis;
- c) The Consultant in reply to the proposal call submitted a proposal dated the [REDACTED] day of [REDACTED] (the "**Proposal**") which the Regional District has accepted under the terms set out herein;
- d) The Regional District has agreed to engage the Consultant, and the Consultant has agreed to be engaged by the Regional District in respect of the Proposal on the terms and subject to the conditions set out in this Agreement.

**NOW THEREFORE** the Regional District and the Consultant, in consideration of their mutual duties and responsibilities to one another as set out in this Agreement, agree as follows:

**ARTICLE 1 - DEFINITIONS**

- 1.1 "**Agreement**" means this Agreement for professional services, the Consultant's proposal, and all other schedules attached to this Agreement.
- 1.2 "**Consultant's Proposal**" means the proposal submitted by the Consultant to the Regional District, and which is attached to and forms part of this Agreement as Schedule "C".
- 1.3 "**Disbursements**" means the reimbursable expenses detailed in Article 4.
- 1.4 "**Project**" shall refer to the Project described in paragraph 1.0 of Schedule "A".
- 1.5 "**Project Coordinator**" means the Superintendent of Landfill Operations of appointed by the Regional District and designated as Project Coordinator.

- 1.6 **"Services"** means the Consultant's duties and responsibilities to the Regional District as described in Schedule "A".
- 1.7 **"Sub-Consultant"** means any registered professional engineer, scientist, architect or other specialist engaged by the Consultant in connection with the Project.

**ARTICLE 2 - CONSULTANT'S DUTIES AND RESPONSIBILITIES TO THE  
REGIONAL DISTRICT - THE CONSULTANT MUST:**

- 2.1 Render the Services to the Regional District under this Agreement with that degree of care, skill and diligence normally provided by Consultants having similar qualifications in the performance of duties of a similar nature to that contemplated by this Agreement at the time and place that such services are rendered and more particularly set out in Schedule "A".
- 2.2 Charge for the performance of all of the Service only the fees and disbursements authorized under this Agreement.
- 2.3 Perform the Services to be provided in this Agreement agreed upon in the work program schedule within the time limits specified in Schedule "A" or, if no time limit is specified for the project or for a particular component of the project, the Consultant will perform the services promptly.
- 2.4 Obtain and maintain the insurance in accordance with Schedule "B" of this Agreement.
- 2.5 Engage Sub-Consultants as permitted by this Agreement.

**ARTICLE 3 - REGIONAL DISTRICT'S DUTIES AND RESPONSIBILITIES TO THE  
CONSULTANT - THE REGIONAL DISTRICT MUST:**

- 3.1 Make available to the Consultant all relevant information or data pertinent to the Project which is in the hands of the Regional District and is required by the Consultant and instruct the Consultant to the extent of the Regional District's ability as to the Regional District's total requirements in connection with the project. The Consultant will be entitled to rely upon the accuracy and completeness of such information and data furnished by the Regional District, except where it is a breach of the standard of care set out in section 2.1 or unreasonable to do so.
- 3.2 Authorize the Consultant to act as its agent for such purposes as are necessary to the Consultant providing the Services.
- 3.3 Give reasonably prompt consideration to all draft reports, drawings, proposals and other documents relating to the Project provided to the Regional District by the Consultant, and, whenever prompt action is necessary, where possible inform the Consultant of a decision in such reasonable time so as not to delay the services of the Consultant.
- 3.4 Pay to the Consultant the consultancy fee the Services rendered under this Agreement determined in accordance with Schedule "A" to this Agreement.



## **ARTICLE 4 - REIMBURSABLE EXPENSES**

- 4.1 The Regional District must pay to the Consultant within thirty (30) days of receipt of invoice, the following disbursements incurred by the Consultant in rendering the Services:
- (a) The expense of necessary and reasonable transport, subsistence and lodging in connection with the Project as set out in Schedule "A".
  - (b) The expense of Sub-Consultants as per their invoices, at cost.
  - (c) All other reasonable and necessary disbursements made by the Consultant in rendering the Services, other than those listed above.
  - (d) All the Consultant's direct costs of reasonable office photocopying, printing, reproductions, mailing, packaging, shipping, deliveries, and duties, long distance telephone charges and sales tax and goods and services tax and other normal disbursements necessarily incurred by the Consultant in connection with the performance of this Agreement.
- 4.2 Except as otherwise agreed in writing the Regional District shall not be liable to pay or reimburse the Consultant for any other costs incurred or expenditures made on behalf of the Regional District.
- 4.3 The Consultant must keep and maintain accurate time sheets, proper accounts and records of all expenditures in connection with the Services performed under this Agreement, and these shall at all times be open to audit and inspection by the authorized representative of the Regional District.
- 4.4 The Consultant must submit monthly statements and vouchers to the Regional District to verify all disbursements.

## **ARTICLE 5 - TERMINATION AND SUSPENSION**

### **BY THE REGIONAL DISTRICT:**

- 5.1 If the Consultant is in default in the performance of any of its material obligations set forth in this Agreement, then the Regional District may, by written Notice to the Consultant require such default to be corrected. If within thirty (30) days after receipt of such Notice the default has not been corrected or reasonable steps to correct the default have not been taken, the Regional District, without limiting any other right he may have, may immediately terminate this Agreement and must pay the Consultant for the services rendered and disbursements incurred by the Consultant to the date of termination, less any amounts necessary to compensate the Regional District for damages or costs incurred by the Regional District or by any person employed by or on behalf of the Regional District arising from the Consultant's default.
- 5.2 If the Regional District is unwilling or unable to proceed with the Project, the Regional District may terminate this Agreement by giving fifteen (15) days prior written notice to the Consultant. Upon receipt of such written Notice, the Consultant must perform no further Services other than those reasonably necessary to close out his Services. In that event the Regional District must pay the Consultant for all

Services performed and for all disbursements incurred pursuant to this Agreement and remaining unpaid as of the effective date of such termination, up to the amount of the maximum fee.

**BY THE CONSULTANT:**

- 5.3 If the Consultant's Services are suspended by the Regional District at any time for more than thirty (30) days and the suspension is not related to an act or default of the Consultant, then the Consultant shall have the right at any time until such suspension is lifted by the Regional District, to terminate this Agreement upon giving written Notice of termination to the Regional District and the Regional District must pay the Consultant for all Services performed and for all disbursements incurred pursuant to this Agreement and remaining unpaid as of the effective date of such suspension, unless the parties otherwise agree in writing.

**ARTICLE 6 - ARBITRATION**

- 6.1 All matters in dispute under this Agreement may, with the concurrence of both the Regional District and the Consultant, be submitted to arbitration pursuant to the *Arbitration Act* (British Columbia) to a single arbitrator appointed jointly by them.
- 6.2 No one shall be nominated to act as an arbitrator who is in any way financially interested in the conduct of the Project or in the business affairs of either the Regional District or the Consultant.
- 6.3 If the parties cannot agree on the choice of an arbitrator each party shall select a nominee and the nominees shall jointly appoint an arbitrator.
- 6.4 The laws of the Province of British Columbia shall govern this Agreement and any arbitration or litigation in respect thereof.
- 6.5 The award of the arbitrator shall be final and binding upon the parties.
- 6.6 Costs of the arbitration must be divided equally between the parties.

**ARTICLE 7 - CONFIDENTIALITY AND OWNERSHIP**

- 7.1 The Consultant must not disclose any information, data or secret of the Regional District to any person other than representatives of the Regional District duly designated for that purpose in writing by the Regional District and must not use for the Consultant's own purposes or for any purpose other than those of the Regional District any information, data or secret the Consultant may acquire as a result of being engaged pursuant to this Agreement.
- 7.2 The Consultant must not, during the term of this Agreement perform a service for, or provide advice to any person, firm or corporation, which gives rise to a conflict of interest between the obligations of the Consultant under this Agreement and the obligation of the Consultant to such other person, firm or corporation.
- 7.3 All plans, maps, reports, specifications, manuals, preliminary drafts, copies, data and information and all other property and materials which are produced under this Agreement are and will remain the property of the Regional District even though the Consultant or another party has physical possession of them. Until the termination of this Agreement, the Consultant may retain copies, including reproducible copies, of

maps, reports, manuals, data or information in connection with the Services. The Consultant must not use the maps, reports, manuals, plans, specifications, preliminary drafts, copies, data, information or other property and materials which are produced under this Agreement on other projects or for other clients except with written consent from the Regional District.

- 7.4 Upon termination of this Agreement, the Consultant must turn over to the Regional District all maps, reports, plans, specifications, manuals, preliminary drafts, copies, data and information and all other property and materials produced under this Agreement.
- 7.5 The parties to this Agreement recognize that a breach by the Consultant of any of the requirements contained in paragraphs 7.1 to 7.4 hereof would result in damages to the Regional District and that the Regional District could not adequately be compensated for such damages by monetary award. Accordingly, the Consultant agrees that, in the event of any such breach, in addition to all other remedies available to the Regional District at law or in equity, the Regional District shall be entitled as a matter of right to apply to a court of competent equitable jurisdiction for such relief by way of restraining order, injunction, decree or otherwise as may be appropriate to ensure compliance with this article.
- 7.6 It is understood and agreed that the agreements contained in paragraphs 7.1 to 7.5, 18.1 and 18.2 shall subsist even if the rest of this Agreement shall be terminated for any reason whatsoever and that those paragraphs are severable for such purpose.

## **ARTICLE 8 - DESIGNATED REPRESENTATIVES**

- 8.1 The Regional District has designated the Superintendent of Landfill Operations as Project Coordinator to act on the Regional District's behalf with respect to the performance of this Agreement and may at any time or from time to time or afterwards by notice in writing to the Consultant, designate another person to act in the place and stead of any person previously designated.
- 8.2 The Consultant has designated [REDACTED], as representative to act on the Consultant's behalf with respect to the performance of this Agreement (herein referred to as the "Project Manager") and may at any time or from time to time thereafter, upon written approval from the Regional District, designate another person to act as the Project Manager in the place and stead of any person previously so designated.

## **ARTICLE 9 - NOTICES**

- 9.1 Unless otherwise specified herein, any Notice required to be given hereunder by any party shall be deemed to have been well and sufficiently given if mailed by prepaid registered mail, telexed or sent by facsimile to or delivered at the address of the other party set forth on the first page of this Agreement or at such other address as the other party may from time to time direct in writing, and any such Notice will be deemed to have been received seventy-two (72) hours after being mailed, telexed or faxed, seventy-two (72) hours after the time of mailing or faxing and, if delivered, upon the date of delivery. If normal mail service or facsimile is interrupted by strike, slow down, force majeure or other cause, then a notice sent by the impaired means of communication will not be deemed to be received until actually received, and the

party sending the notice shall utilize any other such services which have not been so interrupted or shall deliver such notice in order to ensure prompt receipt thereof.

#### **ARTICLE 10 - ENTIRE AGREEMENT**

- 10.1 This Agreement constitutes the entire Agreement between the Regional District and the Consultant and supersedes all previous expectations, understandings, communications, representations and agreements whether verbal or written between the Regional District and the Consultant with respect to the Services and may not be modified except by subsequent agreement in writing executed by the Regional District and the Consultant.
- 10.2 The Regional District may issue to the Consultant a Change Notice to make changes to the work, omit part of the work, or require additional work. A Change Notice shall form a schedule to this Agreement and the terms of the Change Notice shall prevail over any other provision of the Agreement, in the event of an inconsistency between them. The Regional District and the Consultant shall appraise the value of the changes to the work specified by the Change Notice, and within sixty (60) days of receipt of the Change Notice, agree on the new price to be paid for the work or the reduction in the fee payable to the Consultant.

#### **ARTICLE 11 - NO DUTY OF CARE**

- 11.1 The Consultant acknowledges that the Regional District, in the preparation of the contract documents, supply of oral or written information to consultants, review of proposals or the carrying out the Regional District's responsibilities under this Agreement, does not owe a duty of care to the Consultant and the Consultant waives for itself, its successors and assigns, the right to sue the Regional District in tort for any loss, including economic loss, damage, cost or expense arising from or connected with any error, omission or misrepresentation occurring in the preparation of this Agreement, the Request for Proposals, supply of oral or written information to proponents, review of proposals, or carrying out of the Regional District's responsibilities under this Agreement except as specified in Article 3.

## **ARTICLE 12 - WAIVER**

- 12.1 Except as may be specifically agreed in writing, no action or failure to act by the Regional District or the Consultant shall constitute a waiver of any right or duty afforded any of them under this Agreement nor shall any such action or failure to act constitute an approval of or acquiescence in any breach of this Agreement.

## **ARTICLE 13 - RELATIONSHIP**

- 13.1 The legal relationship between the Consultant and the Regional District arising pursuant to this Agreement is that of an independent contractor and purchaser of such services, and, in particular and without limiting the generality of the foregoing, nothing in this Agreement shall be construed so as to render the relationship between the Consultant and the Regional District to be that of employee and employer.

## **ARTICLE 14 - VALIDITY**

- 14.1 If any part of this Agreement is or is declared invalid, the remainder shall continue in full force and effect and be construed as if the Agreement had been executed without the invalid portion.

## **ARTICLE 15 - LAW**

- 15.1 This Agreement shall be governed by and construed in accordance with the laws in force from time to time in the Province of British Columbia.
- 15.2 The Consultant will complete work in accordance with all applicable federal, provincial, municipal, and local government laws, bylaws, regulations, codes, and standards. All applicable laws and regulations of other jurisdictions must also be followed if applicable.

## **ARTICLE 16 - HEADINGS**

- 16.1 The captions or headings appearing in this Agreement are inserted for convenience.

## **ARTICLE 17 - TRANSFER OF INTEREST**

- 17.1 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns. Neither party may assign, subcontract or transfer any interest in this Agreement without the prior written consent of the Other.
- 17.2 Whenever the singular or masculine is used herein, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context of the parties to require.

## **ARTICLE 18 - INDEMNIFICATION**

- 18.1 The Consultant shall release, indemnify and keep indemnified the Regional District, its officers, employees, servants, agents and contractors of and from all claims, costs, losses, damages, actions, causes of action, expenses and costs arising from an error, omission or negligent act or delay of the Consultant in the performance of the Services

by the Consultant or Sub-Consultant or arising from the breach of this Agreement by the Consultant or a Sub-Consultant.

- 18.2 The Consultant shall compensate the Regional District for any loss or any damage to the Regional District's premises or property, arising out of the performance of the Services.

## **ARTICLE 19 - SAFETY**

- 19.1 The Consultant will comply with all statutory occupational health and safety requirements under or in connection with the *Workers Compensation Act* and *Occupational Health and Safety Regulation* in performance of the Services and the Consultant represents and warrants to the Regional District that it is in compliance with all requirements of the *Workers Compensation Act*, including with respect to registration and payment of assessments.

The Consultant must also comply with all site-specific safety and personal protective equipment (PPE) requirements at all times.

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## **SCHEDULE "A"**

### **CONSULTANT'S SERVICES, SCHEDULE AND FEES**

#### **1.0 THE PROJECT**

- 1.1 The Project is to act as a Regional District Consultant that would conduct various engineering assignments.

#### **2.0 THE SERVICES**

- 2.1 The Services consist of all work necessary to provide advice, assistance, documents, plans, analyses necessary to the Project or as requested by the Regional District in connection with the Project in accordance with the Consultant's Proposal and this Agreement.
- 2.2 The Services shall be defined as specific tasks by the Regional District and identified by way of a specific purchase order with an associated scope of work.
- 2.3 Scope for each assignment will be negotiated between the RDN and the Consultant. The Consultant will be required to submit written proposals and fee budgets for consulting assignments when required by the RDN.
- 2.4 Time spent negotiating scope or preparing written proposals for individual consulting assignments prior to issuance of a Purchase Order will not be chargeable to the RDN.
- 2.5 Consulting rates and other fees and charges identified in the Proposal are fixed over the term of the agreement. All fees and charges must be identified in the Proposal.
- 2.6 Invoicing will be based on actual consulting time spent on the consulting assignment to the maximum total on the Purchase Order. Partial hours will be rounded to the nearest quarter hour.

#### **3.0 TERM AND SCHEDULE**

- 3.1 The Services shall be provided commencing with the date of execution of this contract by the Regional District and shall be for a period of five (5) years.
- 3.2 The Regional District and the Consultant may amend this Schedule by written agreement.

#### **4.0 ASSIGNING WORK**

- 4.1 The Consultant shall work with the Regional District to assign work to the Consultant's employees with the qualifications and experience to do the work to the appropriate standard.

#### **5.0 ADDITIONAL WORK**

- 5.1 The Regional District may, in its discretion, request that the Consultant provide additional services beyond the scope of Services contained in the Proposal.



## **6.0 DELIVERABLES**

- 6.1 The Consultant shall provide written and oral reports as required by the Project.
- 6.2 The following requirements pertain to formatting of Deliverables such as engineering reports, drawings, and spreadsheets prepared in consulting assignments associated with this contract:
- The Consultant will provide the Regional District with digital files for the projects which fall under this contract. This includes but is not limited to: Adobe Acrobat Portable Document Format (PDF), AutoCAD (DWG), Microsoft Word (DOC), Excel (XLS, etc.).
  - If the Consultant decides to use password protection for digital files, the consultant must provide the Regional District staff a copy of this password when submitting files and/or on request by Regional District staff.
  - The Consultant must provide deliverables in a format that meets internal protocols for the storage and labelling of digital files. Engineering drawings must be produced to meet Regional District requirements for storage on SharePoint, for example using the correct drawing bindings and use of the Regional District's library reference numbers.
  - All hard copy deliverables upon the completion of any given project must also be able to be transmitted to the Regional District digitally.

## **7.0 PAYMENT**

- 7.1 The amount payable by the Regional District to the Consultant for fees and disbursements is in accordance with the Consultant's Proposal.
- 7.2 The Consultant will be paid for work performed on a monthly basis, including fees and disbursements. The Regional District's payment policy is a minimum of thirty (30) days from date of invoice.
- 7.3 A completed Regional District invoice Consultant Progress Certificate must be submitted with each billing.

**SCHEDULE "B"****INSURANCE**

1. The Preferred Proponent shall, at their own expense, provide and maintain until the completion of the term the following insurance in a form acceptable to the Regional District with an insurer licensed in British Columbia:

(a) Comprehensive Public Liability and Property Damage	\$5,000,000.00
(b) Professional Liability (per occurrence & aggregate)	\$1,000,000.00
(c) Automobile Insurance (owned and non-owned)	\$5,000,000.00

The Consultant shall require that each of his Sub-Consultants provide evidence of the aforementioned insurance in the name of the Sub-Consultant to that set forth under this clause.

In all policies of insurance called for by this clause (except professional liability and automobile insurance on vehicles owned by the Consultant) the Regional District shall be named as an additional insured and all such policies shall contain a provision that the insurance shall apply as though a separate policy had been issued to each additional insured. All such policies shall provide that no cancellation or lapse of or material alteration in the policy shall become effective until 30 days after written notice of such cancellation, lapse or alteration has been given to the Regional District.

Any deductible amounts in the foregoing insurance which are payable by the policyholder shall be in an amount acceptable to the Regional District.

2. The Consultant shall provide the Regional District with a certificate or certificates of insurance as evidence that such insurance is in force including evidence of any insurance renewal or policy or policies. Every certificate, or certificates of insurance shall include, certification by the insurer that the certificate of insurance specifically conforms to all of the provisions required herein.
3. Maintenance of such insurance and the performance by the Consultant of their obligation under this clause shall not relieve the Consultant of liability under the indemnity provisions set forth herein.

**SCHEDULE "C"**

**CONSULTING ENGINEERING REQUEST FOR STANDING OFFERS No. 23-061**

**CONSULTANT'S PROPOSAL**