



## REQUEST FOR PROPOSALS No. 26-020

### French Creek Pollution Control Centre Biosolids Management Program

#### Addendum 2

Issued: June 16, 2026

**Closing Date & Time: on or before 3:00 PM Pacific Time on June 24, 2026**

This addendum shall be read in conjunction with and considered as an integral part of the Request for Proposal. Revisions supersede the information contained in the original Proposal or previously issued Addendum. No consideration will be allowed for any extras due to any Proponent not being familiar with the contents of this Addendum. All other terms and conditions remain the same.

#### Request for Proposals Addendum

1. **DELETE:** The following sentence from Section 9.3 Acceptance and Rejection of Submissions “The RDN may accept or waive a minor and inconsequential irregularity, or where applicable to do so, the RDN may, as a condition of acceptance of the Submission, request a Proponent to correct a minor or inconsequential irregularity with no change in the Submission.
2. **DELETE:** Section 25 - Change Orders from the Sample Agreement.

#### Questions and Answers

- Q1.** How are the 13 m3 roll-off bins filled? Which equipment and what sizes of equipment are used on site in this regard?
- A1.** The roll off bins are filled directly off of the centrifuge. One centrifuge runs at a time.

- Q2.** It was made clear that RDN biosolids must not be comingled with biosolids from other origin. Does this policy apply to mixing with other feedstocks or only other biosolids?
- A2.** RDN biosolids may be mixed with non-biosolids feedstocks to make a beneficial use product. The use and placement of the resulting beneficial use product shall not be mixed with a biosolids product from another generator.
- Q3.** "While the intent of the program is to manage all of the biosolids produced by FCPCC during the contract, the RDN reserves the right to divert its biosolids to different management opportunities outside of this contract, while reserving the majority of the biosolids for the management program selected through this RFP process." In which scenarios would this policy be applicable? Just when there is an influx of biosolids to manage or can RDN simply allocate just under half of its biosolids to be transported via another contactor at their discretion without notice to the proponent?
- A3.** At present, a different management program is not identified or anticipated. However, since the term of the contract is for 5 years, with the potential to extend for two additional 5-year terms, the RDN wishes to retain this privilege. The RDN will negotiate an adequate notification period, prior to such an occurrence, with the successful proponent.
- Q4.** How are the "site tours" and "site inspections" different? Does it involve the personnel coming onto site or the reason for the visit?
- A4.** Site tours are intended to be informative and educational for an invited group of RDN staff and/or invited guests. Site inspections are intended to be technical for RDN staff to observe the management program site and its operations.
- Q5.** Which contractor is currently transporting for RDN? Is their contract approaching its end?
- A5.** The current transportation contract with Milner Group Ventures expires September 14, 2026.
- Q6.** "Transportation services are included in the Scope of Work for the RFP but may be deleted from the contract or awarded under a separate contract." Until what time may the transportation services be removed from the contract? Is it safe to assume that the contract cannot be changed after the beginning of the work unless mutually agreed upon to do so? And will there

be notice of the deletion of the transportation portion of the contract to the Proponent?

- A6.** The transportation services may be removed from the scope of work, with notice to the Proponent, up to the award of the contract. After the award of the contract, transportation services will only be removed if it is mutually agreed upon to do so.
- Q7.** Is there absolutely zero availability for alternative trucking configurations, other than one with the 30 yd<sup>3</sup> bins?
- A7.** The scope of services requires the use of 30 cubic yard roll-off bins to accommodate space limitations at FCPCC.
- Q8.** "Additionally, the Contractor must provide the RDN at least 60 days' advance of a substitution of transportation firms." Is there also a requested notification period for temporary supplementation of transportation firms?
- A8.** The notification period for changes to the transportation company is 60 days advanced of a substitution. Temporary transportation firms can be identified in the contingency plan, and a modified notification period may be negotiated with the successful proponent.
- Q9.** "If transportation services are included in the Contract, and the transporter fails to remove the biosolids and, the RDN determines that there is a risk to the continuity of FCPCC operations as a result, the RDN will be allowed to retain another firm to transport and manage biosolids. All reasonable costs associated with this action, including management and/or tipping fees, will be the responsibility of the Contractor." Is this policy a "1 strike only" policy? Since RDN determines the amount of risk should there be a mutually agreed upon criteria and / or scoring method for determining risk?
- A9.** There is no storage available at FCPCC. If biosolids are not removed promptly, this would be a high risk to the continuity of operation of the wastewater treatment plant. As a result, the RDN reserves the right to retain another contractor to remove and dispose/manage biosolids on a temporary basis in the event of this scenario to restore operations. The use of this clause is not anticipated, however, but the RDN retains the right to use this clause due to the high risk.
- Q10.** "The RDN may accept or waive a minor and inconsequential irregularity, or where applicable to do so, the RDN may, as a condition of acceptance of the Submission, request a Proponent to correct a minor or inconsequential irregularity with no change in the Submission." Would it be preferred to list consequential irregularities and update the contract accordingly instead of changing minor parts of the proposed contract without resubmitting?

- A10.** SEE RFP Addendum 2 above, item 1 for edits to Section 9.3 Acceptance and Rejection of Submissions.
- Q11.** In section 25 of the sample contract, there are change order rates listed for both contractors and subcontractors. How are these rates determined?
- A11.** The Contractor Services Agreement provided as an attachment is a template agreement which also pertains to construction projects. The example change order rate clauses pertain to fixed price construction projects and are not specific to this contract. SEE RFP Addendum 2 above, item 2 for edits to Section 25 of the sample agreement.
- Q12.** In attachment 4 term and condition b), "Unit rates and fees will remain in place until the completion of the initial 5-year term." Will there be room for CPI adjustments within the 5-year term?
- A12.** Proposals may include a rate increase in the initial 5-year term to account for the Consumer Price Index.
- Q13.** Will the "Qualified Professional services may be provided in-house or contracted to a sub-consultant." be expensed to RDN or the Proponent?
- A13.** Qualified Professional services should be included in the offer of services and shall be expensed to the RDN as part of the fee for services identified in the proposal.

End of Addendum 2