



**REGIONAL DISTRICT  
of Fraser-Fort George**

**REQUEST FOR PROPOSALS  
ES-20-14**

**Consulting Services  
Assessment of Alternatives for the Operation of  
Quinn Street Regional Recycling Depot**

**Date Issued:** July 2, 2020

**Closing Location:** Regional District Office  
3<sup>rd</sup> Floor, 155 George Street,  
Prince George, BC V2L 1P8

**Closing Date and Time:** **July 23, 2020**  
**2:00 pm (Pacific Standard Time)**  
**No Public Opening**

**Inquiries:** Email Laura Zapotichny at [lzapotichny@rdffg.bc.ca](mailto:lzapotichny@rdffg.bc.ca)

**Note:** Late submissions will not be considered



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## **1.0 INTRODUCTION AND BACKGROUND**

### Introduction

The Regional District of Fraser-Fort George (the “Regional District” or “RDFFG”) is inviting proposals from qualified firms to provide consulting services for the assessment of alternatives for the operation of the Quinn Street Regional Recycling Depot (the “Site”).

The successful consultant will have an excellent knowledge of the Recycling Regulation, Extended Producer Responsibility and transfer station operation and design. This assessment requires an extensive knowledge of public consultation and stakeholder engagement.

The Quinn Street Site is the only transfer station not accepting municipal solid waste within the Regional District's transfer station network. This facility handles recycling materials, including an independent recycling program for residential packaging and printed paper and the collection of yard and garden waste.

### Background

In February 2013, the Regional District took over operations of the Quinn Street Regional Recycling Depot and incorporated this Site into the RDFFG transfer station network. The Site had previously been operated by the City of Prince George on behalf of the Regional District.

The Site is located on property leased from the City of Prince George. The property lease agreement is renewed on an annual basis. The next renewal is to be considered in April 2021.

### Current Operations

The Quinn Street Regional Recycling Depot is located at Quinn Street and 18<sup>th</sup> Avenue in the City of Prince George. The Site is serviced with 40-yard roll-off bins supplied by a local contractor.

The waste diversion programs offered at the Site include yard and garden waste drop off, multi-material recycling, scrap metal collection (including non-refrigerant major appliances), used oil and antifreeze collection, automotive and household battery collection and propane tank recycling.

The Quinn Street Regional Recycling Depot has outgrown the current design and requires a review to assess improvements for current and future waste diversion opportunities and improvements to Site safety for customers, haulers and on-site staff. The site sees heavy usage during the spring and fall months, with steady traffic flow during the summer.

The following documents have been identified as relevant to this project:

1. 2015 Regional Solid Waste Management Plan (RDFFG, 2016)  
<http://www.rdffg.bc.ca/uploads/reports/Solid-Waste/RSWMP2015.pdf>
2. Assessment of Full-Service Levels for the Regional District Transfer Station Network, Final Report (Morrison Hershfield, 2019) [Link to Final Report](#)
3. Quinn Street Regional Recycling Depot site pamphlet  
*Attached in Appendix 3*

The following documents will be made available to the successful proponent once the contract is awarded:

1. Quinn Street Regional Recycling Depot Residential Traffic Count, 2015 to 2019.
2. Quinn Street Regional Recycling Depot Material Tonnages and Load Counts for Yard & Garden Waste, Multi-Material Recyclables, Metal, Used Oil and Antifreeze, and Automotive Batteries, 2015 to 2019.
3. Bylaw No. 3166, 2020, Schedule “A” Facility Classes (RDFFG, 2020).



## **2.0 INVITATION AND INSTRUCTIONS**

The Regional District of Fraser-Fort George invites proposals from experienced consulting firms for the preparation of an Evaluation of Alternatives for the Operation of Quinn Street Regional Recycling Depot. This evaluation is required to determine the future of services provided at the Site and the necessity for relocation. The consultant will formulate alternatives for the Site and the services provided including, relocation of the Site, improvements to waste diversion opportunities provided, as well as potential administrative and operational models for the Site.

### **2.1 Request for Proposals (“RFP”) Documents:**

RFP Documents may be obtained on, or after, July 2, 2020

- a) in a PDF (Public Document Format) file format from the Regional District's website at [www.rdffg.bc.ca](http://www.rdffg.bc.ca) , or
- b) on the BCBid website @ [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca), or
- c) in hard copy from the Regional District Service Centre, 155 George Street, Prince George, BC **by appointment only**, between 8:00 a.m. and 5:00 p.m., Monday to Friday, excluding statutory holidays. The cost for each hard copy Request for Proposal package is ten dollars (\$10) (taxes included) and is non-refundable.
  - During COVID-19 the office is closed to walk in traffic, please schedule an appointment by emailing [izapotchny@rdffg.bc.ca](mailto:izapotchny@rdffg.bc.ca).

All subsequent information regarding this RFP, including amendments, addenda and answers to questions will also be available as above.

It is the sole responsibility of the proponent to ascertain that they have received a full set of the RFP documents. Upon submission of their proposal, the proponent will be deemed conclusively to have been in possession of a full set of the RFP documents.

The lowest or any proposal will not necessarily be accepted. The Regional District reserves the right to accept or reject any or all proposals. Facsimile proposals and electronic proposals will NOT be accepted.

### **2.2 Proposal Submissions and Closing Date**

Proponents will complete and submit three (3) copies of their proposal, formatted as described in Section 4.0. PROPOSAL FORMAT, in a **sealed envelope**.

Sealed proposals will be received by the General Manager of Financial Services, on the 3<sup>rd</sup> floor at the Regional District of Fraser-Fort George, up to **2:00 p.m. local time on July 23, 2020**.

Proposals submitted by fax, electronically, or not in the original Regional District format will **NOT** be accepted. Any proposal received after the closing date and time (2:00 p.m., July 23, 2020) will be considered disqualified and will be returned to the proponent.

The following information **must be written on the outside of the sealed envelope containing the proposal submission, as well as the outside of the courier envelope (if sending by courier)**:

1. Attention: General Manager of Financial Services  
Regional District of Fraser-Fort George  
3<sup>rd</sup> Floor, 155 George Street  
Prince George, BC V2L 1P8



2. Request for Proposals, ES-20-14  
Consulting Services for Assessment of Alternatives for the Operation of Quinn Street Regional Recycling Depot

3. Responding Proponent's name and address.

To be considered, proposals must be signed by an authorized signatory of the proponent. By signing the proposal, the proponent is bound to statements made in response to this RFP. Any proposal received by the Regional District that is unsigned will be rejected.

**Proposals not submitted in strict accordance with these instructions or not complying with the requirements in this RFP may be rejected.**

**The Regional District will not be responsible for any costs incurred by proponents as a result of the preparation or submission of a proposal pertaining to this RFP.** The accuracy and completeness of the proposal is the proponent's responsibility. Should errors be discovered, they will be corrected by the proponent at their expense.

The Regional District reserves the right to negotiate with any proponent at its discretion. The proponents will be competent and capable of performing the work. The proponent may be required to provide evidence of previous experience and financial responsibility before a contract is awarded.

#### 2.3 Errors, Omissions, Clarifications

All questions and requests for clarification relating to the RFP process, and/or identification of any errors or omissions in the RFP documents, shall be made by email to Laura Zapotichny, Manager of Waste Diversion Programs, [izapotichny@rdffg.bc.ca](mailto:izapotichny@rdffg.bc.ca).

**NOTE:** the last day that requests for clarification or inquiries may be made is **July 13, 2020** in order that addenda, if necessary, are issued in time for all proponents to complete their proposal submission and have it delivered to the Regional District office prior to the closing time and date of the RFP.

#### 2.4 Acknowledgement Letter

Upon receipt of this RFP, a potential proponent will sign the Acknowledgement Letter (page 15) and email or fax the signed Acknowledgement Letter to the attention of Laura Zapotichny, Regional District of Fraser-Fort George at [izapotichny@rdffg.bc.ca](mailto:izapotichny@rdffg.bc.ca). A proponent who signs and returns the Acknowledgement Letter is not obligated to submit a proposal. Any work done after discovery of discrepancies, errors or omissions will be done at the Proponent's risk.

**Any proponent who does not submit the Acknowledgement Letter will not be sent any amendments or addenda and may be disqualified.**

#### 2.5 Regional District's Right to Reject Proposals

The Regional District reserves the right, in its sole discretion, to waive informalities in proposals, reject any and all proposals, or accept the proposal deemed most favourable in the interests of the Regional District. The lowest, or any proposal, will not necessarily be awarded.

If a proposal contains a defect or fails in some way to comply with the requirements of this RFP, which, in the sole discretion of the Regional District, is not material, the Regional District may waive the defect or accept the proposal.

The Regional District reserves the right to reject a proposal based on potential or perceived conflict of interest.



The Regional District reserves discretion to reject any proposal where:

- a) one or more of the directors, officers, principals, partners, senior management employees, shareholders or owners of the proponent, is an officer, employee or director of the Regional District, or is a member of the immediate family of an officer, employee or director of the Regional District; or
- b) in the case of a proposal submitted by a proponent who is an individual person, where that individual is an officer, employee or director of the Regional District, or is a member of the immediate family of an officer, employee or director of the Regional District.

When submitting a proposal, the proponent is required to complete a Conflict of Interest Disclosure Statement (page 17).

The Regional District reserves the right to reject any proposal submitted by a proponent who is, or whose principals are, at the time of proposal, engaged in a lawsuit against the Regional District in relation to work similar to that being proposed.

## **2.6 Claim for Compensation**

No proponent shall have any claim for compensation of any kind whatsoever as a result of participating in this RFP.

In the event that the previous paragraph is found to be invalid by a court of competent jurisdiction, then this paragraph will apply. By submitting a proposal, a proponent agrees that they will not claim damages in excess of an amount equivalent to the reasonable costs incurred by the proponent in preparing their proposal for matters relating to this RFP or in respect of the competitive proposal process, and the proponent, by submitting a proposal, waives any claim for loss of profits if a contract is not entered into with the proponent.

## **3.0 PURPOSE**

The Regional District intends to engage an experienced and qualified consultant to prepare an Assessment of Alternatives for the Operation of Quinn Street Regional Recycling Depot. The Quinn Street Regional Recycling Depot was included in the 2019 Assessment of Full-Service Levels for the Regional District's transfer station network.

Further assessment is necessary to determine if a replacement facility is required. The assessment will include alternatives for a replacement facility based on waste diversion service level needs within the Regional District transfer station network and existing and potential future service gaps if EPR programs are expanded. Administrative and operational requirements will also be included.

This project will require extensive public consultation and interaction with elected officials.

## **4.0 PROPOSAL FORMAT**

Proponents are asked to respond in a similar manner. The following format and sequence should be used in order to provide consistency in proponent response and to ensure each proposal receives full and complete consideration. All pages should be consecutively numbered.

- a) Title Page – including Request for Proposal title and number, proponent's name and address, telephone number, fax number, email address and contract representative.
- b) One-page letter of introduction signed by the person or persons authorized to sign on behalf of the proponent which will bind the proponent to statements made in the proposal
- c) Table of Contents including page numbers
- d) An Executive Summary of the key features of the proposal.



- e) The body of the proposal, including the Financial Proposal, i.e. the “Proponent’s Response”
- f) Completed List of Subcontractors
- g) Additional information that a proponent may choose to provide
- h) Goods and Services Tax Information form, page 16
- i) Conflict of Interest Disclosure Statement on page 17
- j) **All amendments and addenda, if any, issued for this RFP. Each amendment and addendum must be signed by the proponent and included with the proposal and will form part of the proposal and contract documents.**

## **5.0 PROPOSAL EVALUATION**

The contract award will be based on the professional qualifications, experience, local knowledge, work plan methodology and schedule, price, and quality of proposal.

The consultant should include a plan to identify the projects risks, the financial implications, public consultation during COVID 19 and a schedule and timeline for the project, including adjustments for delays.

The proposal submission should be clear, concise and complete. The Regional District shall be the sole judge of a proposal and its decision shall be final.

### Evaluation Criteria:

The following criteria will be used by Regional District staff to evaluate proposals received:

- a. Consultant's Qualifications and Experience 25 points

The length and quality of experience of:

- The person named in the proposal as the consultant's project manager
- The consulting firm's experience in doing similar projects
- The team, with hours allocated by the consulting firm, to work on this project

- b. Methodology 45 points

This includes the evaluation of:

- The thoroughness of the project approach, reflected in the work plan and project schedule
- The level of effort reflected in total work hours and assignments of the team developed to complete the project
- The timing of project tasks, milestones and phases and how each will be completed
- The inclusion of project management pillars including how the consultant will address potential cost overruns, time management to meet each task and the risk factors involved in such a project that might affect the project's completion
- A plan outlining how the project will stay on budget and schedule

- c. Project Budget 20 points

This includes:

- The amount of detail given to project relevant line items and the overall proposed project costs.
- The inclusion of any potential cost overruns, including additional public meetings, board presentations and additional consultation required to complete the project

- d. Quality of Proposal, including format 10 points

This includes:

- Does the submission follow the directions within the proposal call and layout?
- Is the proposal neat, easy to read, and address all areas of the proposal call thoroughly?

**The total scoring for each proposal will be out of 100 points**





## **6.0 CONTRACT**

### **6.1 Sample Service Agreement**

The form of contract will be similar in form to the sample SERVICE AGREEMENT and will include this RFP, Proponent's Financial Proposal, all appendices, amendments and addenda, as well as the successful proponent's submission.

### **6.2 Award of Contract**

A contract for ES-20-14 (the "Contract") is expected to be awarded to the successful proponent (the "Consultant") on August 20, 2020. All proponents will be advised, in writing, as to the awarding of the Contract.

The Regional District, in its sole judgment, may delay the Award of Contract date as deemed appropriate by the Regional District.

### **6.3 Contract Duration**

This Contract will commence on September 1, 2020, with the Regional District's acceptance of the successful proponent's proposal and conclude December 31, 2022 with the submission of final reports and drawings. A possible extension of this Contract may be considered if agreeable to both parties. The Regional District retains the right of approval or rejection of any contract extension.

## **7.0 NOTICE OF DEFAULT**

If the Consultant is in default of the performance of any of its material obligations set out in the Contract, the Regional District may, by written notice to the Consultant, require such default to be corrected. If within fifteen (15) days' receipt of such notice the default has not been corrected or reasonable steps, as determined by the Regional District in its sole discretion, have not been taken to correct the default, the Regional District without limiting any other right it may have, may immediately terminate the Contract.

### **7.1 Termination**

The Regional District shall compensate the Consultant for all Services performed hereunder through to the date of any termination and all-reasonable costs and expenses incurred by the Consultant in effecting the termination. All drawings, plans or other documents resulting from the Services, whether complete or in a draft form, produced by the Consultant prior to the termination of the Contract, will be provided to the Regional District within ten (10) business days of the termination date.

## **8.0 INSURANCE, WORKSAFEBC, INDEMNITY**

### **8.1 Insurance**

The Consultant shall, without limiting its obligations or liabilities, and at its own expense, provide and maintain throughout the Contract term, the following insurances with insurers licensed in the Province of British Columbia, in forms acceptable to the Regional District. All required insurance (except automobile insurance on vehicles owned by the Consultant) shall be endorsed to show the Regional District as additional insured and provide the Regional District with thirty (30) days' advance written notice of cancellation or material change. The Consultant will provide the Regional District with evidence of the required insurance, in a form acceptable to the Regional District, upon notification of award and prior to the execution and delivery of the Contract:

- i. Commercial General Liability (CGL) in an amount not less than \$5,000,000 inclusive per occurrence insuring against bodily injury and property damage and including liability assumed under the Contract. The Regional District is to be added as an additional insured. Such CGL coverage shall include the following liability extensions: Contingent Employers





Liability, Broad Form Products & Completed Operations, Personal Injury, Blanket Contractual, and Cross Liability.

- ii. Where the Consultant requires the use of automobiles to undertake the work of the Contract, the Consultant will have the following:
  - a. Automobile Liability on all vehicles owned, operated, or licensed in the name of the Consultant in an amount not less than \$2,000,000 per occurrence.
  - b. Non-owned Automobile Liability insurance in an amount not less than \$2,000,000 per occurrence.

The Consultant shall ensure that all sub-contractors forming from this Contract meet the insurance requirements outlined above.

It is the sole responsibility of the Consultant to determine if additional limits of liability insurance coverage are required to protect them from risk.

## 8.2 WorkSafeBC

The Consultant will use due care and take all necessary precautions to assure the protection of persons and property while undertaking the work of the Contract and will comply with the *Workers Compensation Act* of the Province of British Columbia.

Prior to undertaking any of the work of the Contract, the Consultant will provide the Regional District with a Clearance Letter confirming they are in good standing with WorkSafeBC and will pay and keep current all assessments required by WorkSafeBC.

Out of Province Consultants will be compliant with WorkSafeBC's registration requirements pertaining to out of Province firms. Where WorkSafeBC registration requirements allow for a Consultant to be registered with another Province's Worker's Compensation Board, or like organization, the Consultant will provide the Regional District with their registration number and written documentation confirming that the Consultant is in good standing with the appropriate Worker's Compensation Board, or like organization. The Consultant will pay and keep current all assessments required to maintain good standing in relation to the Contract amount.

The Consultant will maintain an Occupational Health and Safety Plan (OHSP) and ensure that their employees and sub-contractors are well trained and aware of OHSP.

## 8.3 Indemnity

Notwithstanding the compliance of the Consultant with all the clauses concerning insurance, the Consultant shall indemnify, protect, and save harmless the Regional District, its officials, officers, employees, volunteers, servants, and agents from and against any and all liabilities, damages, losses, claims, costs, expenses of any kind whatsoever (including legal costs), and actions recoverable by any third party from the Regional District, arising from or caused by a negligent act or omission of, or breach of this Contract on the part of, the Consultant, and shall be paid by the Consultant. If the Regional District pays, or is required to pay, any damages, costs, or fees on account of the actions, claims and demands herein recited, or if the property of the Regional District shall be charged in any way as a result of the aforesaid actions, causes of actions, and claims for demands, then the Regional District shall be entitled to recover from the Consultant all such damages, costs, fees or other charges together with any costs or expenses incurred in so doing. The Consultant covenants and agrees that this clause shall survive the termination of the Contract herein granted.

## 9.0 **SCOPE OF WORK**

The goal of the project is to assess alternatives for the Quinn Street Regional Recycling Depot that has both public and political support. The scope of work will be carried out during the duration of this Contract.



The methodology will include a review of current practices and operations, consultation with stakeholders and the general public, presentations to the Regional District Board and Prince George City Council and the development of alternatives that address the relocation of the facility, improvements to waste diversion options, as well as administrative and operational models for the Site.

As part of the Consultant's response, the Consultant will include milestones to ensure the project remains on budget and schedule.

Stage One: Assessment of Current Site Services

- a) Information review
- b) Site Visit or alternative
- c) Evaluation of waste diversion services at the Site
  - 1. Significance of the Site within the Regional District transfer station network
  - 2. Identify services provided by private depots, return to retailer, and Not for Profit partnerships with stewardship agencies
  - 3. Identify service and capacity gaps that exist within Prince George and the role this Site plays
- d) Comparison to waste diversion facilities provided in similar northern regional districts and within BC with a similar setting
  - 1. Consider population, recycling volumes, processing & hauling requirements, etc.
- e) Public engagement regarding waste diversion services
- f) Strike an Advisory Committee to evaluate waste diversion services offered and the recommendations from the Consultant on what services should be offered
- g) Presentation of the Consultant's report to the Regional District Board summarizing the findings of the Stage One Assessment

Stage Two: Conceptual Designs for a Replacement Facility

- a) Draft conceptual designs/ layouts of alternative facilities based on Report from Stage One
- b) Define operational model for alternative facilities
- c) Present financial model for capital and operating costs
- d) Determine feasibility for inclusion of industrial, commercial and institutional customers
- e) Reconvene the Advisory Committee to evaluate draft conceptual designs
- f) Engage in public consultation of draft conceptual design options
- g) Presentation to the Regional District Board and City Council summarizing the pros and cons of the conceptual designs for each alternative for a replacement facility

Stage Three: Preparation and Detailed Design of Replacement Facility

- a) Direction from the Regional District Board to proceed with preferred alternative facility design
- b) Environmental Assessment for the future site
- c) Negotiations with the City of Prince George for land for replacement facility
- d) Aid in funding applications for the future site
- e) Prepare detailed design documents

## **10.0 PROPONENT INFORMATION**

### **10.1 Qualifications and Experience**

The successful proponent will have at least five (5) years' experience as a bona fide prime consultant in the business of solid waste management, transfer station and landfill site management, conducting stakeholder meetings, and public engagement for local government settings. Proponents will submit evidence of previous successful performance in comparable work.



Proponents will provide complete information on experience of key personnel to be involved in the project and references from work on similar projects.

Proponents may be required to submit evidence of their resources and their ability to carry out the work in their respective submissions.

Proponents should demonstrate excellent project management knowledge.

**10.2 Key Personnel**

The successful Proponent will be required to maintain key members of the project team as proposed throughout the term of the Contract including, but not limited to the team lead, key staff and sub-consultants. Any proposed change to the project team must be agreed upon in writing by the Regional District.

**10.3 Professional Responsibility**

Only qualified and experienced engineering professionals will be considered for this project. The successful proponent will be expected to provide services in accordance with a standard care, skill, and diligence maintained by a person (or firm) providing Consulting Services - Assessment of Alternatives for the Operation of Quinn Street Regional Recycling Depot described herein.

**11.0 FINANCIAL PROPOSAL**

The proponent must specify in the proposal, the fees required to satisfy the terms of reference for the project, the work plan, and methodology. The proponent must clearly identify, and detail all costs separately. As well, the various stages of the work plan shall be costed, with taxes and disbursements clearly identified. The fee structure shall be based on milestones and deliverables to the Regional District over the duration of the contract period.

**11.1 Terms of Payment**

The proponent must specify in the proposal, the terms of payment required for the duration of the project.

**11.2 Cost Control**

The proponent must provide in the proposal, a description of the cost control measures they will employ to effectively manage the project budget.

**11.3 Invoicing and Payment**

If a Contract is awarded, invoices should be sent to [financialservices@rdffg.bc.ca](mailto:financialservices@rdffg.bc.ca) and should include at a minimum:

- a. Project document name and contract number
- b. Regional District contact full name (First and Last)
- c. Proponent contact information (name and phone number)
- d. GST number
- e. WCB number
- f. Detailed description of work performed
- g. Applicable taxes shown as separate line item
- h. Receipts attached for travel expenses
- i. Invoices to be submitted monthly



## **12.0 WORK PLAN AND SCHEDULE**

The proponent must provide a work plan in the proposal. The work plan is to include a schedule of project tasks, milestones, the sequence of task occurrence and details concerning completion dates for each task.

The selection of the successful proposal will take place at the August 2020 Regional District Board meeting. The completion date for this project is December 31, 2022.

### **12.1 Time Schedule**

The anticipated schedule for the service procurement process is as follows:

Issue RFP	July 2, 2020
Proposal Due Date	July 23, 2020
Contract Award	August 20, 2020
Project start up	September 2020
Site Visit/Alternative	September/October 2020
Public Consultation	To be determined 2020/2021
Presentation to Board & Council	To be determined 2020/2021
Project completion	To be determined 2021/2022

## **13.0 DOCUMENTS**

The successful proponent will be required to provide all documents related to the project to the Regional District in hard copy and an electronic format. All design drawings will be in an AutoCAD 2007 or higher format. All text documents will be in a Microsoft Word or PDF format.

The successful proponent will be provided with the documents listed under Section 1.0 and is expected to return these documents to the Regional District at the conclusion of the project.

## **14.0 PROJECT MANAGER**

All questions concerning RFP ES-20-14, Consulting Services - Assessment of Alternatives for the Operation of Quinn Street Regional Recycling Dept, are to be directed to the Project Manager.

Laura Zapotichny, Manager of Waste Diversion Programs  
Regional District of Fraser-Fort George  
Telephone: 250-960-4400  
Fax: 250-562-8676 Email: [lzapotichny@rdffg.bc.ca](mailto:lzapotichny@rdffg.bc.ca)

## **15.0 OWNERSHIP OF PROPOSALS AND FREEDOM OF INFORMATION**

Proposals will be received and held in confidence by the Regional District, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and this RFP. Each proposal should clearly identify any information that is considered to be confidential or propriety information. Proponents are responsible to review the *Freedom of Information and Protection of Privacy Act* for further information.

All documents, including proposals, submitted to the Regional District become the property of the Regional District. The Regional District will provide a debriefing for individual proponents at their request subject to the *Freedom of Information and Protection of Privacy Act*.

## **16.0 CONFIDENTIALITY**

In accordance with the *Freedom of Information and Protection of Privacy Act*, the proponents will treat as confidential and will not, without prior written consent of the Regional District, publish, release, or disclose,



or permit to be published, released, or disclosed, any information supplied to, obtained by, or which comes to the knowledge of the proponents as a result of this Contract except insofar as such publication, release or disclosure is necessary to enable the proponent to fulfil their obligation under this Contract, or by the laws of British Columbia.

#### **17.0 RIGHTS OF WAIVER**

A waiver, or any breach of provision of this RFP will not constitute or operate as a waiver, or any other breach, of any other provisions, nor will any failure to enforce any provision herein operate as a waiver of such provisions or of any other provisions.

#### **18.0 SEVERABILITY**

All articles of the Contract are severable one from the other. Should a court of competent jurisdiction find that any one or more articles herein are void, the validity of the remaining paragraphs hereof will not be affected.

#### **19.0 GOVERNING LAWS**

This Contract shall be governed and construed in accordance with the laws of the Province of British Columbia.

#### **20.0 ENTIRE AGREEMENT**

The terms and conditions set forth herein constitute the entire understanding and agreement of the Proponent and the Regional District with respect to the Services. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. The Regional District and the Proponent agree to reference this Contract as governing terms and conditions. Any changes to the terms and conditions set forth herein will be mutually agreed to and will be included, in writing, in a Change of Work Order.

#### **21.0 DISPUTE RESOLUTION**

If a claim, dispute, or controversy arises out of or relates to the interpretation, application, enforcement, or performance of Services under this Contract, the Proponent and the Regional District agree first to try in good faith to settle the dispute by negotiations between senior management of the Proponent and the Regional District. If such negotiations are unsuccessful, the Proponent and the Regional District agree to attempt to settle the dispute by arbitration if both parties agree. If the dispute cannot be settled through arbitration, the Proponent and the Regional District may agree to attempt to settle the dispute through good faith mediation. If the dispute cannot be resolved through mediation and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in the Province of the Regional District.

#### **22.0 WAIVER OF TERMS AND CONDITIONS**

The failure of either the Proponent or the Regional District in any one or more instances to enforce one or more of the terms or conditions of this Contract or to exercise any right or privilege in this Contract or the waiver by the Proponent or the Regional District of any breach of the terms or conditions of this Contract shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

#### **23.0 FORCE MAJEURE**

If either the Consultant or the Regional District are prevented from performing their obligations under the Contract, or where the Regional District's work in respect of which the Consultant is providing Services cannot be performed, because of an act of God, an act of a legislative, administrative or judicial entity, fire, flood, labour strike or lock-out, epidemic, unusually severe weather, or other similar cause outside of the control of the Parties (collectively "Force Majeure"), then the obligations of the Consultant and the Regional



District under the Contract shall be suspended for so long as the condition constituting Force Majeure continues. The Party affected by Force Majeure shall provide the other Party with notice of the anticipated duration of the Force Majeure event, any actions being taken by the Party providing notice to avoid or minimize the effect of the Force Majeure event, and shall make reasonable efforts to remove or mitigate the effects of the condition constituting Force Majeure. Upon the termination of the Force Majeure event, the Regional District shall grant to the Consultant a time extension for performance of any milestone dates required as part of the Services as may be agreed with the Consultant or, if the Regional District and the Consultant are unable to reach agreement, as determined by the dispute resolution process under Section 21 of the Contract. Where as a result of Force Majeure there is a material increase in the Consultant's cost of or the time required for the performance of the Services that is not offset by a decrease in cost, then the Regional District shall increase the amount of the service fee payable to the Consultant under Section 11 of this Contract, as may be agreed by the Consultant, or as determined under Section 21 of the Contract. If the event of Force Majeure results in a material increase in the cost of the work to be performed in respect of which the Consultant is providing the Services, then the Regional District may choose not to proceed with the completion of the work and may terminate this Contract. If the Regional District terminates this Contract following the termination of the Force Majeure event, then it shall compensate the Consultant in accordance with Section 7.1 of this Contract.



## **ACKNOWLEDGEMENT LETTER**

The undersigned has received a full set of RFP ES-20-14  
Consulting Services - Assessment of Alternatives for the  
Operation of Quinn Street Regional Recycling Depot

\_\_\_\_\_  
Authorized Signatory Signature

\_\_\_\_\_  
Name of Proponent

\_\_\_\_\_  
Name (Please print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City, Province, Postal Code

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email

\_\_\_\_\_  
Date

I/We presently intend ☐ to provide ☐ not to provide a Proposal.

Please return immediately by fax or email to:

Laura Zapotichny, Manager of Waste Diversion Programs  
Regional District of Fraser-Fort George  
155 George Street  
Prince George, BC V2L 1P8

Email: [izapotichny@rdffg.bc.ca](mailto:izapotichny@rdffg.bc.ca)  
Fax Number: 250-562-8676





## GOODS AND SERVICES TAX INFORMATION

Supplier:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
Province

\_\_\_\_\_  
Postal Code

\_\_\_\_\_  
Phone Number

Are you a GST Registrant?

Yes \_\_\_\_\_

No \_\_\_\_\_

If YES, please indicate your registration number: \_\_\_\_\_

If NO, please fill in the following (check appropriate box):

☐ Supplier qualifies as a small supplier under s.148 of the legislation

☐ Other: Specify \_\_\_\_\_

\_\_\_\_\_  
Authorized Signatory Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



## **CONFLICT OF INTEREST DISCLOSURE STATEMENT**

### **PROCUREMENT PROCESS**

ES-20-14 Consulting Services --  
Assessment of Alternatives for the Operation of  
Quinn Street Regional Recycling Depot

Proponent Name: \_\_\_\_\_

The Proponent, including its officers, employees, and any person or other entity working on behalf of or in conjunction with, the Proponent on this Procurement Process:

- ☐ is free of any conflict of interest that could be perceived to improperly influence the outcome of this procurement process.
- ☐ has not, and will not, participate in any improper procurement practices that can provide the Proponent with an unfair competitive advantage including obtaining and using insider type information to prepare a solicitation offer or participating in bid rigging.
- ☐ has an actual, perceived or potential conflict of interest regarding this procurement process as a result of:

State reason(s) for Conflict of Interest:

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By signing below, I certify that all statements made on this form are true and correct to the best of my knowledge.

\_\_\_\_\_  
Print Name of Person Signing Disclosure

\_\_\_\_\_  
Authorized Representative of:

\_\_\_\_\_  
Signature of Person Making Disclosure

\_\_\_\_\_  
Date Signed



**SERVICE AGREEMENT  
ES-20-14**

**Consulting Services – Assessment of Alternatives for the Operation of  
Quinn Street Regional Recycling Depot**

BETWEEN:

**REGIONAL DISTRICT OF FRASER-FORT GEORGE**

a local government incorporated pursuant to the *Local  
Government Act* and having its business office located at:  
155 George Street  
Prince George BC V2L 1P8

(hereinafter called the “Regional District”)

AND:

**COMPANY**

a company duly incorporated under the laws of British Columbia  
and having a place of business at:  
*Street Address*  
*City, Province, Postal Code*

(hereinafter called the “Consultant”)

OF THE FIRST PART

OF THE SECOND PART

WITNESSETH: That the Consultant and the Regional District undertake and agree as follows:

1. The Consultant will:

- a. Provide all necessary materials, labour, supervision and equipment and perform all work, and fulfil everything as set forth in and in strict accordance with the Service Agreement Documents for the project entitled “Consulting Services – Assessment of Alternatives for the Operation of Quinn Street Regional Recycling Depot”,
- b. Commence to actively proceed with the Work of the Service Agreement on September 1, 2020.

2. The Regional District will pay to the Consultant as full compensation for the performance and fulfilment of this Service Agreement, the sum or sums of money specified herein in the manner and at the times specified in the Service Agreement Documents.
3. The General Conditions of Service, Service Agreement and other Securities, General Conditions, Operational Specifications, this RFP, Proponent’s proposal submission and all addenda are incorporated herein, to the intent and purpose as though recited in full herein, and the whole will form the Service Agreement and will enure to the benefit of and be binding upon the parties hereto and their successors, executors, administrators, and assigns.
4. No implied agreement of any kind whatsoever, by or on behalf of the Regional District, will arise or be implied from anything contained in this Service Agreement or from any position or situation of the parties at any time, it being understood and agreed that the express contracts, covenants and agreements made herein by the parties hereto are and will be the only contract, covenants and agreements on which any rights against the Regional District may be founded.



5. Subject to Section 3, this Service Agreement will supersede all communications, negotiations, and agreements, either written or verbal, made between the parties hereto in respect of matters pertaining to this Service Agreement prior to the execution and delivery hereof.
6. All communications in writing between the parties will be deemed to have been received by the addressee if delivered to the individual, or to a member of a firm, or to the General Manager of Environmental Services of the Regional District for whom they are intended, or if sent by registered mail as follows:

The Consultant at \_\_\_\_\_  
(Address)

The Regional District of Fraser-Fort George at 155 George Street, Prince George, BC V2L 1P8.

IN WITNESS WHEREOF the parties have duly executed this Service Agreement.

SIGNED ON BEHALF OF THE  
**REGIONAL DISTRICT OF  
FRASER-FORT GEORGE**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
GM of Legislative and Corporate Services

\_\_\_\_\_  
Date

SIGNED ON BEHALF OF THE  
CONSULTANT

\_\_\_\_\_  
Authorized Signatory Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Name and Title) (Please print)



## **APPENDICES**

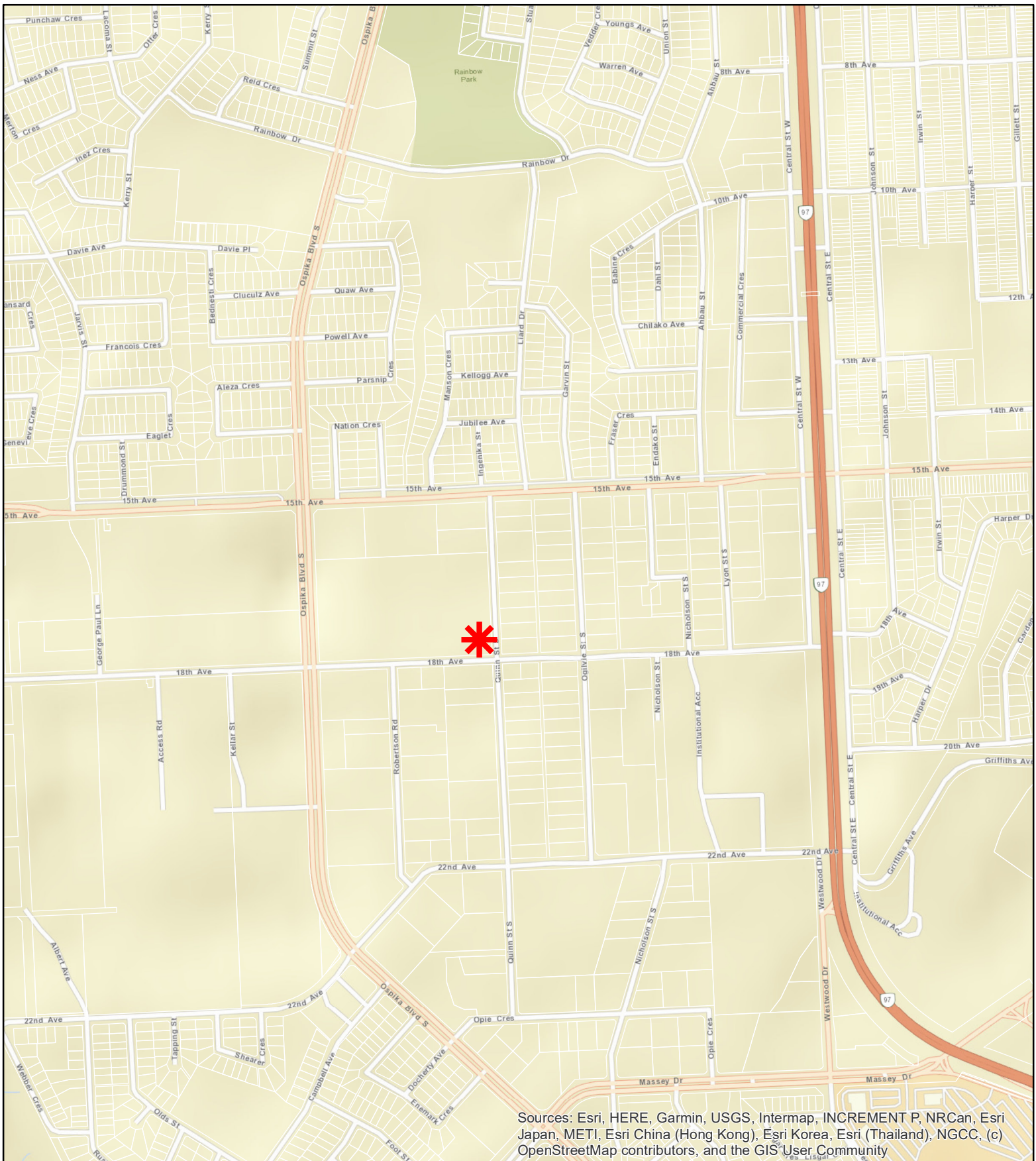
Appendix 1 – Quinn Street Regional Recycling Depot Location Map

Appendix 2 – Quinn Street Regional Recycling Depot Site Plan

Appendix 3 – Quinn Street Regional Recycling Depot Site Pamphlet



## **APPENDIX 1 – QUINN STREET REGIONAL RECYCLING DEPOT LOCATION MAP**



## 18th Ave and Quinn St Regional Transfer Station Location Map

### Legend



Quinn Street Depot Location



PID  
010600680



**REGIONAL DISTRICT  
of Fraser-Fort George**

155 George St, Prince George BC, V2L 1P8  
Phone: (250) 960-4400  
Fax: (250) 562-8676  
TF: 1-800-667-1959

Main Map  
Scale 1:10,000

Print Date: 2020-07-02





## **APPENDIX 2 – QUINN STREET REGIONAL RECYCLING DEPOT SITE PLAN**



## Quinn Street Regional Recycling Depot



**REGIONAL DISTRICT  
of Fraser-Fort George**

155 George St, Prince George BC, V2L 1P8  
Phone: (250) 960-4400  
Fax: (250) 562-8676  
TF: 1-800-667-1959

PID  
010600680

Main Map  
Scale 1:500

Print Date: 2020-07-02



**APPENDIX 3 – QUINN STREET REGIONAL RECYCLING DEPOT SITE  
PAMPHLET**

## QUICK REFERENCE GUIDE – QUINN STREET RECYCLING DEPOT

Material	Accepted?
Cardboard	✓
Mixed Paper	✓
Tin Cans / Plastic Containers	✓
Residential Waste	✗
Yard and Garden Waste	✓
Used Oil, Filters and Containers	✓
Antifreeze and Containers	✓
Propane Bottles 20 lbs	✓
Scrap Metal	✓
Auto Batteries	✓
P/LT Tires (no rims)	✗
Refrigeration Appliances (air conditioners, fridges, freezers, water coolers)	✗

## PROHIBITED MATERIALS

Alternative waste disposal options are available for these materials. Please contact the Regional District Service Centre at 250-960-4400 or 1-800-667-1959 for more information.

## SITE OPERATION AND SERVICES

As of May 1, 2013, the Quinn Street Recycling Depot is operated by the Regional District of Fraser-Fort George.

The site provides waste reduction services for recycling and compostable yard waste drop off.

Quinn Street Recycling Depot does not accommodate waste disposal at this site. Please proceed to the Foothills Boulevard Regional Landfill to dispose of your waste.

## SITE ATTENDANT

A site attendant is on duty during operating hours to maintain the facility and provide assistance to site users. Please follow the directions of the site attendant.

## HOURS OF OPERATION

Quinn Street Recycling Depot	
<b>Winter:</b> November 1 – March 31	
Monday	8 am – 6 pm
Tuesday and Wednesday	CLOSED
Thursday and Friday	9 am – 6 pm
Saturday	8 am – 6 pm
Sunday	11 am – 6 pm
<b>Summer:</b> April 1 – October 31	
Monday and Tuesday	8 am – 6 pm
Wednesday to Friday	9 am – 6 pm
Saturday	8 am – 6 pm
Sunday	11 am – 6 pm
<b>Holiday Operating Hours</b> are from 9 am to 4 pm (Easter Monday, Victoria Day, Labour Day and Thanksgiving Day ONLY).	

Foothills Boulevard Regional Landfill	
<b>Operating Hours:</b>	
Monday to Friday	7 am – 5 pm
Saturday	8 am – 5 pm
Sunday	10 am – 4 pm
<b>Holiday Operating Hours</b> are from 9 am to 5 pm. (Easter Monday, Victoria Day, Labour Day and Thanksgiving Day ONLY).	

These facilities are **CLOSED** on all other Holidays:

New Years' Day	BC Day
Family Day	Remembrance Day
Good Friday	Christmas Day
Canada Day	Boxing Day

**When delivering waste or recyclables to any Regional District facility, please ensure that loads are covered and contained so that the material does not blow out onto the roads.**



**REGIONAL DISTRICT**  
of Fraser-Fort George

155 George Street, Prince George, BC V2L 1P8  
Tel: 250-960-4400 • Toll Free: 1-800-667-1959  
Fax: 250-563-7520 • Email: [environment@rdffg.bc.ca](mailto:environment@rdffg.bc.ca)

**[www.rdffg.bc.ca](http://www.rdffg.bc.ca)**





## LOCATION MAP



## RECYCLING

The following waste disposal options and services are available at the Quinn Street Recycling Depot.

### MULTI-MATERIAL RECYCLING

Recycling bins are provided to receive:

- **Containers and Cartons**  
*Plastic containers, steel packaging, aluminum containers and paper packaging containing liquids when sold. Empty and rinse containers - labels are okay, remove caps, pumps & lids, place loose in the bin. Put metal lids inside cans and flatten.*
- **Mixed Paper**  
*Flattened cardboard, catalogues, glossy flyers, cereal boxes, office paper, kraft grocery bags, envelopes, magazines, newspaper and cardboard egg cartons. **NO paper that has any plastic, foil, wax or food residue attached to it.***

For a detailed list of accepted materials, please refer to the Regional District Recycling Brochure or visit our website.

## YARD AND GARDEN WASTE

Backyard composting is an effective method for handling your yard and garden waste. Leaves, grass clippings and vegetable clippings can be composted in your backyard and then added to lawns and gardens. The Recycling & Environmental Action Planning Society (REAPS) [www.reaps.org](http://www.reaps.org) offers workshops and provides information on home composting. For more information, call REAPS at 250-561-7327.

Yard and garden trimmings (leaves, grass and hedge clippings, plants, flowers, vegetable stalks, shrub and tree branches up to 75 mm (3 inches) in diameter) are accepted at the Quinn Street Recycling Depot for inclusion in the centralized composting operation at the Foothills Boulevard Regional Landfill. Weeds, land clearing debris or industrial sources of wood waste are not accepted for composting.

## TIRE RECYCLING

When buying new tires, leave your old ones with the tire retailer and they will ensure that they are recycled. Otherwise, please visit [www.tsbc.ca](http://www.tsbc.ca) to find your nearest drop-off location. Tires can also be taken to the Foothills Boulevard Regional Landfill. Passenger and Light Truck Tires (PLT <16.5") **off rims** can be disposed of at no charge. Medium truck tires (MT >16.5" and <25.5") and off road tires (ORT >25.5" and/or with a tread width >12") **off rims** can be disposed of at the Foothills Boulevard Regional Landfill. Disposal fees are charged for MT and ORT tires.

## APPLIANCES CONTAINING REFRIGERANT

Fridges, freezers, air conditioners, and dehumidifiers under the Major Appliance Recycling Roundtable Stewardship program are accepted free of charge for recycling at Foothills Boulevard Regional Landfill. For more information on MARR check out their website: <https://www.marrbc.ca/>

## SCRAP METAL RECYCLING

Private scrap metal services are available for commercial generators and for auto hulk disposal. Metal materials accepted at the Quinn Street Recycling Depot and the Foothills Boulevard Regional Landfill for recycling include:

- Appliances and parts such as stoves, dishwashers, hot water tanks, washers, dryers and any other **non-refrigeration** type appliance, many of which are part of MARR;
- Bicycle frames and barbeque hulks;
- Metal roofing and siding;
- Lawnmower bodies, snowmobile and motor bike frames (fuel, tires and lubricants must be removed);
- Propane bottles (empty, 20lbs only, 1 per visit);
- Any steel containers (drums and tanks) must be crushed or perforated to ensure that they contain no liquid or hazardous material. Pressurized containers cannot be recycled.

## USED OIL & ANTIFREEZE

The BC Used Oil Management Association is responsible for the collection and recycling system for used oil, oil filters, used antifreeze and used plastic oil and antifreeze containers in BC.

Included in the used oil program are:

- **used oil:** petroleum or synthetic crankcase oil, engine oil, hydraulic fluid, transmission fluid, gear oil and heat transfer fluid.
- **oil filters:** spin-on or element oil filters used in hydraulic transmissions or internal combustion engine applications include diesel fuel filters; with the exception of gasoline fuel filters.
- **oil and antifreeze containers:** any plastic container with a capacity of less than 30 litres that is manufactured to hold oil or antifreeze
- **used antifreeze**