



# REGIONAL DISTRICT of Fraser-Fort George

## REQUEST FOR PROPOSALS ES-24-04

### Cell Two Grubbing and Grinding Foothills Boulevard Regional Landfill

- Date Issued:** March 07, 2024
- Closing Location:** Regional District Office  
3<sup>rd</sup> Floor, 155 George Street,  
Prince George, BC V2L 1P8  
[purchasing@rdffg.bc.ca](mailto:purchasing@rdffg.bc.ca)
- Mandatory Site Meeting:** Thursday, March 14, 2024 @ 1:30 pm
- Closing Time:** **March 28, 2024**  
**2:00 pm (Pacific Standard Time)**  
**No Public Opening**
- Inquiries:** Darwin Paton, Environmental Services Technologist  
Project Manager  
[dpaton@rdffg.bc.ca](mailto:dpaton@rdffg.bc.ca)
- Note:** Late submissions will not be considered



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**REQUEST FOR PROPOSALS**

**ES-24-04**

**Cell Two Grubbing and Grinding – Foothills Boulevard Regional Landfill**

The Regional District of Fraser-Fort George is requesting Proposals from qualified professionals to provide grubbing and grinding services at the Foothills Boulevard Regional Landfill site. This includes the mechanical removal, sorting, piling, grinding and marketing of stumps, organic overburden, and vegetative cover in support of Cell Two development at the Foothills Site.

**RFP DOCUMENTS**

RFP documents may be obtained on, or after the Issue Date as follows:

- 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);
- b) on the BC Bid website at [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca);

All subsequent information regarding this RFP, including amendments, Addendum(s) 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.

**Acknowledgement Letter**

Upon receipt of this RFP, a potential Proponent should complete and sign the Acknowledgement Letter at Appendix "A", and email the signed Acknowledgement Letter to, Project Manager, [dpaton@rdffg.bc.ca](mailto:dpaton@rdffg.bc.ca). A Proponent who signs and returns the Acknowledgement Letter is not obligated to submit a Proposal.

**Any proponent who does not submit the Acknowledgement Letter will not be sent any amendments, Addendum(s), or answers to questions.** Their Proposal may be disqualified if it is incomplete or non-compliant as a result of the Proponent's failure to acknowledge receipt of an addendum in accordance with this RFP, or as a result of the Proponent's failure to comply with the requirements of an addendum to this RFP.

**DELIVERY OF PROPOSALS AND CLOSING DATE:**

Proposals must be in English and must be submitted using the submission methods below. The submission must include a cover letter that identifies the RFP, identifies the Proponent and includes the signature of an authorized representative of the Proponent.

The Regional District will accept Proposals submitted by email or by direct delivery to the Regional District main office. All Proposals must be submitted to the Regional District's General Manager of Financial Services by 2:00 p.m. (local time) on March 28, 2024.

Proposals submitted by fax will NOT be accepted. Any Proposal received after the closing date and time



will not be considered and will be returned to the Proponent.

Submissions must be directly delivered to the Regional District in either:

- Email format with the Proposal attached to the email in a PDF, or equivalent, format and emailed to [purchasing@rdffg.bc.ca](mailto:purchasing@rdffg.bc.ca). The subject line should read **“Cell Two Grubbing and Grinding – Foothills Boulevard Regional Landfill.”**. (The maximum file size able to be received by the Regional District is 35 MB); **or**
- Electronic format submitted on a USB readable device with the Proposal in a PDF, or equivalent format; **or**
- Hard copy format, including three (3) complete Proposal copies.

If submitting in a mail format (USB or hard copy), proponents should submit it in a sealed envelope with the following information written on the outside of the envelope containing the Proposal, as well as on the outside of the courier envelope (if sending by courier):

1. Attention: General Manager of Financial Services  
Regional District of Fraser-Fort George  
3rd Floor, 155 George Street  
Prince George, BC V2L 1P8
2. Request for Proposals,  
ES-24-04 Cell Two Grubbing and Grinding  
Foothills Boulevard Regional Landfill
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.

### **PROPOSANTS SITE MEETING**

All Proponents must attend the site meeting. The Project Manager or delegate will provide an overview of the contract expectations and be available for questions pertaining to this RFP. The purpose of the site meeting is for Proponents to satisfy themselves as to the nature of the work in general, to clarify their understanding of the scope of work, to view the sites, to determine specifications, and to have the opportunity to ask questions regarding the project and any other circumstances which may influence their Proposal.



Oral questions will be allowed at the Proponents' meeting. However, questions of a complex nature, or questions where the Proponent requires anonymity, should be forwarded in writing, prior to the meeting, to the Project Manager.

The Regional District will not, under any circumstances, make accommodations for rescheduling, or holding any additional site meetings or providing individuals access to the sites.

**The mandatory site visit is scheduled to start promptly at 1:30 p.m. Thursday, March 14, 2024, at the Foothills Boulevard Regional Landfill, 6595 Foothills Boulevard, Prince George BC.**

**Questions relating to the RFP must be emailed directly to the Project Manager:**

**Darwin Paton, Environmental Services Technologist**  
[dpaton@rdffg.bc.ca](mailto:dpaton@rdffg.bc.ca)

**Deadline for question submissions is 5:00 p.m. (local time) March 21, 2024.**

Those questions that are determined to be of a common interest to all potential proponents will be summarized and posted as Addendum(s) on the website.

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## **1.0 SUMMARY OF OPPORTUNITY**

The Regional District of Fraser-Fort George is requesting Proposals from qualified professionals to provide grubbing and grinding services at the Foothills Boulevard Regional Landfill site. This includes the mechanical removal, sorting, piling, grinding, and marketing of stumps, organic overburden, and vegetative cover in support of Cell Two development at the Foothills Site.

Further details as to the scope of this opportunity and the requirements can be found in Section 4 and Appendix “D” of this RFP.

## **2.0 RFP PROCESS RULES**

### **2.1 Definitions**

“Addendum(s)” means all additional information regarding this RFP including amendments to the RFP.

“BC Bid” means the BC Bid website located at [www.bcbid.ca](http://www.bcbid.ca).

“Board” means the Board of the Regional District.

“Closing Location” includes the location or email address for submissions indicated on the cover page of this RFP, or BC Bid, as applicable.

“Closing Time” means the closing time and date for this RFP as set out on the cover page of this RFP.

“Contract” means the written agreement resulting from this Request for Proposal, if any, in accordance with this Request for Proposal.

“Contractor” means the successful Proponent to the RFP who enters into a Contract with the Regional District.

“must” means a requirement that must be met in order for the Proposal to receive consideration.

“Place of Work” means the designated site or location of the Work identified in the Contract Documents.

“Project Manager” means the Regional District’s representative.

“Proponent” means the person submitting a Proposal.

“Proposal” means a submission in response to this request for Proposals.

“Regional District” means the Regional District of Fraser-Fort George.

“Request for Proposals” or “RFP” means the request for proposals described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the Regional District by Addendum(s).

“Should”, or “May” means a requirement having a significant degree of importance to the objective of the request for Proposals, but which the Regional District would strongly prefer to be fulfilled, and which the Regional District may in its sole discretion elect to treat the failure to fulfill as a



grounds for rejection of a Proposal.

“Subcontractor” means a person or entity having direct contact with the Contractor to perform a part or parts of the Work at the Place of the Work

“Total Contract Price” means the fully inclusive, all-in total contract price, constituting the aggregate sum of all compensation whatsoever quoted by and receivable by a Proponent in its Proposal with respect to the Services contemplated by this RFP and, unless expressly and specifically agreed in writing by the Regional District, otherwise, shall be the maximum compensation and consideration receivable by the Consultant under the Contract or otherwise for providing all Services, including incidentals, contemplated under the Contract. The Total Contract Price shall include, without limitation, all professional fees, consulting fees, staff time, and other Service fees, all Disbursements, costs, expenses, allowances and charges whatsoever, all items and incidentals to be provided pursuant to the RFP and anything properly included as a best practice. Total Contract Price does not include applicable taxes.

“Work” means the total construction and/or related professional services required by the Contract Documents.

## 2.2 Acceptance of Terms and Conditions

Submitting a Proposal indicates acceptance of all the terms and conditions set out in the RFP, including those that follow and that are included in all appendices and any Addendum(s).

## 2.3 Submission of Proposal

Proposals must be submitted before Closing Time using one of the submission methods set out on the cover page of this RFP. Proposals must not be sent by fax. The Proponent is solely responsible for ensuring that, regardless of submission method selected, the Regional District receives a complete Proposal, including all attachments or enclosures, before the Closing Time.

## 2.4 Errors, Omissions, Clarifications

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.

Proponents finding discrepancies, errors, or omissions in this RFP, or requiring clarification on the meaning or intent of any part therein, should immediately request clarification from the Project Manager, by email to: [dpaton@rdffg.bc.ca](mailto:dpaton@rdffg.bc.ca).

All requests for clarification or inquiries must be made by March 21, 2024 in order that Addendum(s), 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 on the submission date.

If the Regional District, in the Regional District’s sole discretion, determines that a clarification, addition, deletion, or revision of the RFP is required then the Regional District will issue an addendum and the addendum will be posted on the Regional District website and BC Bid.

**It is the sole responsibility of the Proponent to check for Addendum(s).**



2.5 Late Proposals

Proposals will be marked with their receipt time at the Closing Location. Only complete Proposals received and marked before the Closing Time will be considered to have been received on time. Proposals received late will be marked late and not considered or evaluated. In case of a dispute, the Proposal receipt time as recorded by the Regional District at the Closing Location will prevail whether accurate or not.

2.6 Changes to Proposals

By submitting written notice, the Proponent may amend or withdraw its Proposal before the Closing Time. Proponents should use a consistent submission method for submitting Proposals and any amendments or withdrawals.

2.7 Conflict of Interest

When submitting a Proposal, the Proponent must complete, sign and include with their Proposal a Conflict of Interest Disclosure Statement (Appendix “D”).

The Regional District may reject a Proposal based on an actual, potential or perceived conflict of interest.

The Regional District may 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 a consultant involved in the procurement process, or is a member of the immediate family of an officer, employee or director of the Regional District or a consultant involved in the procurement process; 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 a consultant involved in the procurement process or is a member of the immediate family of an officer, employee or director of the Regional District or a consultant involved in the procurement process.

(collectively, “Restricted Parties”)

A Proponent who has any concerns regarding whether a current or prospective employee, advisor or member of that Proponent is, or may be, a Restricted Party, is encouraged to request an advance decision by submitting to the Project Manager, not less than ten working days prior to the Closing Time, by email, the following information:

- (a) names and contact information of the Proponent and the person for which the advance opinion is requested;
- (b) a description of the relationship that raises the possibility or perception of a conflict of interest or unfair advantage; and
- (c) copies of any relevant documentation.

The Regional District may make an advance decision regarding whether the person is a Restricted Party, and whether the Regional District will reject a Proposal based on the information provided.



## 2.8 Subcontractors

All subcontractors, including affiliates of the Proponent, should be clearly identified in the Proposal as per the form attached as Appendix "B".

A Proponent may not subcontract to a firm or individual whose current or past corporate or other interests, may, in the Regional District's opinion, give rise to an actual, perceived or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by the firm or individual in the preparation of the RFP or a relationship with any employee, contractor or representative of the Regional District involved in preparation of the RFP, participating on the evaluation committee or in the administration of the Contract. If a Proponent is in doubt as to whether a proposed subcontractor might be in a conflict of interest, the Proponent should consult with the Project Manager prior to submitting a Proposal. By submitting a Proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual, perceived or potential, in respect of the RFP.

## 2.9 Rejection of Proposal

The Regional District may, in its sole discretion, 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.

Proposals which contain qualifying conditions or otherwise fail to conform to the instructions contained in this RFP may be disqualified or rejected. The Regional District may, however, in its sole discretion, reject or retain for its consideration Proposals which are non-conforming because they do not contain the content or form required by the RFP, or for failure to comply with the process for submission set out in this RFP, whether or not such non-compliance is material.

The Regional District's intent is to enter into a Contract with the Proponent who has submitted the best offer. The Regional District reserves the right to accept any or none of the Proposals submitted and will evaluate Proposals based on the best value offered to the Regional District and not necessarily the lowest price, using the criteria specified in this RFP. The Regional District reserves the right in its sole unrestricted discretion to:

- a. accept any Proposal which the Regional District deems most advantageous to itself;
- b. reject any and/or all irregularities in a Proposal submitted;
- c. waive any defect or deficiency in a Proposal whether or not that defect or deficiency materially affects the Proposal and accept that Proposal;
- d. reject any and/or all Proposals for any reason, without discussion with the Proponent(s);
- e. accept a Proposal which is not the lowest Proposal; and
- f. cancel or reissue the RFP without any changes.

Without limiting any other provision of this RFP, the Regional District may, in its sole discretion, reject a Proposal submitted by a Proponent, if the Proponent or any officer or director of a corporate Proponent, is, or has been within a period of two years prior to the Closing Time, engaged either directly or indirectly through another corporation or legal entity in a legal proceeding initiated in any court against the Regional District in relation to any contract with, or works or services provided to the Regional District.

## 2.10 Liability for Errors

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. If errors are discovered, they will be corrected by the Proponent at their expense.

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

#### 2.11 Limitation of Liability

Each Proponent, by submitting a Proposal, irrevocably waives any claim, action, or proceeding against the Regional District including without limitation any judicial review or injunction application or against any of the Regional District's employees, advisors or representatives for damages, expenses or costs including costs of Proposal preparation, loss of profits, loss of opportunity or any consequential loss for any reason including: any actual or alleged unfairness on the part of the Regional District at any stage of the Request for Proposal process; if the Regional District does not award or execute a contract; or, if the Regional District is subsequently determined to have accepted a noncompliant Proposal or otherwise not complied with the terms of this Request for Proposals, with the exception of fraud on the Regional District's part.

#### 2.12 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 proprietary information.

All documents, including Proposals, submitted to the Regional District become the property of the Regional District.

As an exception to Proposals being received and held in confidence, Proponents are advised and acknowledge that any contract entered into as a result of this Proposal may be subject to Board approval, which may be discussed and voted on at a meeting of the Board that is open to the public. If Board approval is required, details of Proposals, including but not limited to proposed or negotiated fees, may be provided to the Board in a publicly available staff report, discussed at a Council meeting that is open to the public, and posted on a publicly available electronic agenda on the Regional District's website.

#### 2.13 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 RFP except insofar as such publication, release or disclosure is required by the laws of British Columbia.

#### 2.14 Not a Tender

This RFP is not a tender call, and neither it nor the submission of any response to this RFP creates a tender process or a "Contract A".

### **3.0 PURPOSE**

The purpose of this request is to get Proposals from qualified professionals to complete Works of grubbing and grinding at the Foothills Boulevard Regional Landfill. The Regional District is looking for the Proposals to include all works, marketing, and removal of organic ground materials.

The intent is that the organic material will become the property of the proponent. The value of the organic material realized by the Contractor is determined by the Contractor's ability to find markets within the industry. All value realized by the sale of the chipped organic material will become a benefit to the Contractor.

### **4.0 SCOPE OF WORK**

The Regional District is looking for Proposals from qualified professionals to carry out Grubbing and Grinding activities on approximately 20 hectares located in the Northwest corner of the property as shown on the photo, (Appendix "E") at the back of this document in support of Cell Two development.

The scope of work is to mechanically remove, sort, pile, and grind to industry specifications, all stumps, organic debris, overburden, and vegetative cover. The Contractor will then market the ground materials and remove said materials from site. Commencement of grubbing activities will occur no later than May 6, 2024. All grinding and material removal activities will be completed by July 5, 2024. The result at the end of grubbing and grinding activities will be bare earth.

Material will be deemed unmarketable only after written proof of rejection by potential markets is presented to and accepted by the Regional District. This material will then need to be potentially reground, (at the Contractor's expense), to standards required for utilization in the on-site composting program.

The duration of the Contract will begin on May 1, 2024, at 12:01 a.m. and will remain in force until midnight September 30, 2024.

### **5.0 FINANCIAL PROPOSAL**

The Proponent must specify in the Proposal, the fees required to satisfy the terms of reference, (Scope of Work), for the project, the work plan and methodology. The Proponent must clearly identify and detail all of the costs in the various stages of the work plan, with taxes (BC PST and GST) and disbursements clearly identified as separate line items. The fee structure shall be based on milestones and deliverables to the Regional District over the duration of the contract period.

A cost estimate table must be included, detailing the following items (but limited to):

- a) Grubbing / Stump, Organic Removal
- b) Grinding
- b) Site Clean up
- c) Reporting / Field Work – See Operational Specifications

Cost estimates are to be based on works to be completed.

### **6.0 PROPOSAL FORMAT**

The following format and sequence should be followed in order to provide consistency in responses and to ensure each Proposal receives full and complete consideration. All pages should be consecutively numbered.



- a. Title page, including RFP number and title, Proponent 's name and address, telephone number, email address, and contact representative.
- b. One-page letter of introduction **SIGNED** by the authorized signatory of the Proponent.
- c. Table of contents including page numbers.
- d. Executive Summary with key features of the Proposal, including any suggested changes and reasons or justifications for the suggested changes.
- e. Body of the Proposal, i.e. the "Proponent's Response", including:
  - i. Project Team
  - ii. Work Plan, methodology and schedule
  - iii. Financial proposal
- f. Completed Appendix "B", List of Sub-Contractors.
- g. Completed and signed Appendix "C", Good and Servies Tax Information.
- h. Completed and signed Appendix "D", Conflict of Interest Disclosure Statement.
- i. Three (3) references that may be contacted for the purpose of confirming your company's experience.
- j. **All Addendum(s), if any, issued for this RFP. Each amendment and Addendum(s) should be signed by the Proponent and included with the Proposal and will form part of the Proposal and Contract.**

## **7.0 PROPONENT INFORMATION**

### **7.1 Qualifications and Experience**

The Proponent must include the following in the Proposal with respect to each member of the project team:

- the list of the personnel on the project team;
- their project role;
- a statement of qualifications;
- relevant experience with level of complexity; and,
- a curriculum vitae (maximum three (3) pages) for each member of the team, with items with relevant areas highlighted.

Subcontractors, if any, must be identified in the project team information above and in the 'List of Subcontractors' document in Appendix "B".

### **7.2 References**

The Proponent must include a minimum of three (3) references, complete with contact information, in the Proposal for projects similar to the Cell Two Grubbing and Grinding Services project. A brief description of the projects completed for each reference should be provided.

### **7.3 Professional Responsibility**

Only qualified and experienced Contractors 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 the services described herein.

## **8.0 PROPOSAL EVALUATION**

### **8.1 Proposal Evaluation**

All Proposals will be evaluated by the Regional District to assess the qualifications and capabilities of Proponents to meet the minimum standards specified in the RFP, and to determine that which is most favourable to the interests of the Regional District. Proposals will be assessed by a committee formed by the Regional District.

### **8.2 Selected Proponent Negotiations**

The Regional District, at its sole discretion, may enter into contract negotiations with a selected Proponent, or Proponents, based only on the evaluation of the written Proposal(s), and/or an evaluation of the combination of the written Proposals and/or detailed discussions.

The Regional District may enter into negotiations with any Proponent without requiring any other Proponents to make any presentations or require any other Proponents to enter into detailed discussions with the Regional District.

### **8.3 Termination of Negotiations and/or RFP Process**

The Regional District may terminate contract negotiations with any Proponent, and to enter into contract negotiations with any other Proponent if, in the opinion of the Regional District at any time, the contract negotiations with the initially selected Proponent will not be satisfactorily completed in the best interests of the Regional District. The Regional District may, at its sole discretion, reject any or all Proposals at any time throughout the Proposal evaluation, Proponent selection, or contract negotiation process.

### **8.4 Compliance with RFP Requirements**

All terms and conditions of this RFP are assumed to be accepted by the Proponent and incorporated in its Proposal.

All items in the Proposal that are **not** in full compliance, or that vary from the specific requirements, should be clearly identified in the Proposal as non-compliant and/or variant, and should include specific reference to the relevant section in the RFP and the precise nature of the variance or non-compliance. Non-compliance or variances with the specific RFP requirements will not necessarily result in rejection of a Proposal.

The acceptance or rejection of all non-compliant items, and/or variances to the RFP requirements, will be at the sole discretion of the Regional District, without any obligation by the Regional District to either request clarifications, enter into detailed discussions, or negotiations with the Proponent(s).





**9.0 SELECTION AND EVALUATION**

9.1 Selection Criteria

The following are the criteria and the percentage of the total score for each criterion that will be used by the Regional District to select a Proponent. The list of criteria is not in any particular order of priority. The Regional District, in its sole judgment, will base the selection of a successful Proponent on a combination of the criteria.

9.2 Evaluation criteria:

| <b>ES-24-04 – Cell Two Grubbing and Grinding – Foothills Boulevard Regional Landfill</b> |               |
|--|---------------|
| <b>EVALUATION CRITERIA</b>   | <b>WEIGHT</b> |
| Qualifications, Relevant Experience and References                                       | 25            |
| Work Plan, Methodology and Project Schedule  | 40            |
| Financial Proposal   | 25            |
| Quality of Proposal including format   | 10            |
| Total  | 100           |

The Proposal submission should be clear, concise and complete.

(a) *Proponents Qualifications, Relevant Experience, and References (25 points)*

The length and quality of experience of:

- the person named in the Proposal as the Proponent’s project manager assigned to the field work,
- the Proponents firm doing similar projects, and
- the team assigned by the Proponent’s firm to work on this project.

(b) *Work plan, Methodology, and Project Schedule (40 points)*

This includes the evaluation of:

- thoroughness of the project approach reflected in the work plan and project schedule,
- level of effort reflected in the total work hours of the team assigned to complete the project, and
- timing of project tasks outlined in the project schedule.

(c) *Financial Proposal (25 points)*

This includes the amount of detail given to project relevant line items and the overall proposed project cost to the Regional District and the ability to market and sell materials to offset Regional District costs.

(d) *Quality of Proposal including format (10 Points)*



**10.0 CONTRACT**

10.1 Form of Contract

The proponent will be required to enter into a service agreement prior to commencing work and subject to negotiation between the Regional District and the Proponent. The contract will include this RFP, Conflict of Interest Disclosure Statement, all appendices, amendments and Addendum(s), as well as the successful Proponent’s submission.

The successful Proponent will also have to meet the following requirements:

- Be compliant with BC Occupational Health and Safety statutes and supply a WorkSafeBC Clearance Letter.
- Meet a number of insurance provisions including Commercial General Liability in an amount of at least \$5,000,000 and appropriate owned and non-owned automobile insurance coverage if automobile use is required.
- All materials produced will become the exclusive property of the Regional District.

10.2 Notification

Approval of a Proponent and the award of a Contract is expected to occur by April 18, 2024. The Regional District, in its sole judgment, may delay the award of Contract date as deemed appropriate by the Regional District.

**11.0 CONTRACT PRICE**

All prices for the work should be stated in Canadian dollars. Taxes should be shown as separate line items. Any applicable Federal or Provincial taxes, or levies, must be included in the Total Contract Price.

**12.0 WORK PLAN AND PROJECT SCHEDULE**

The Proponent must provide a work plan in the Proposal. The work plan is to include a schedule of events, reporting milestones, the sequence of task occurrence and details concerning implementation and completion dates for each task.

**13.0 DOCUMENTS**

The successful Proponent will be required to provide all documents related to the contract to the Regional District in electronic format. All drawings will be in pdf format. All text documents will be in Microsoft Word format.

**14.0 FACILITY OPERATING HOURS**

Operating hours at the Foothills Boulevard Regional Landfill are:

- Monday to Friday                    7 am – 5 pm
- Saturday & Sunday                9 am – 5 pm
- Holiday Operating Hours        9 am – 5 pm  
(Easter Monday, Victoria Day, Labour Day and Thanksgiving Day ONLY).

Contractor will conduct all activities during operating hours.





## **15.0 PROJECT MANAGER**

All questions concerning RFP ES-24-04 – Cell Two Grubbing and Grinding – Foothills Boulevard Regional Landfill, are to be directed to the Project Manager.

Darwin Paton, Environmental Services Technologist  
Regional District of Fraser-Fort George  
Telephone: 250-960-4400  
Email: [dpaton@rdffg.bc.ca](mailto:dpaton@rdffg.bc.ca)

## **16.0 APPENDICIES**

APPENDIX “A” – Acknowledgement Letter  
APPENDIX “B” – List of Subcontractors  
APPENDIX “C” – Good and Services Tax Information  
APPENDIX “D” – Conflict of Interest Disclosure Statement  
APPENDIX “E” – Operational Specifications  
APPENDIX “F” – Site Map



**APPENDIX "A"**  
**ACKNOWLEDGEMENT LETTER**

The undersigned has received a full set of RFP ES-24-04, Cell Two Grubbing and Grinding – Foothills Boulevard Regional Landfill Documents.

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City

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

\_\_\_\_\_  
Email

\_\_\_\_\_  
Date

We presently intend to \_\_\_\_\_ provide/ \_\_\_\_\_ not provide a Tender as requested.

Return immediately to:

Darwin Paton, Environmental Services Technologist  
Regional District of Fraser-Fort George  
155 George Street  
Prince George BC V2L 1P8

[dpaton@rdffg.bc.ca](mailto:dpaton@rdffg.bc.ca)



**APPENDIX "B"**  
**LIST OF SUBCONTRACTORS**

The Contractor advises that they will be sub-contracting the following parts of the work to the Subcontractor(s) listed below. In the Contractor's opinion, the Subcontractor(s) named are reliable and competent to perform that part of the work for which each is listed. Please indicate "not applicable" on this page if Subcontractors are not required and include it with your Proposal. Following acceptance of the Proposal, the Subcontractors named in the List of Subcontractors will not be changed nor will additional Subcontractors be employed except with the written approval of the Regional District.

| <b>Legal Name of Subcontractor</b> | <b>Address of Subcontractor</b> | <b>Work to Be Performed by Subcontractor</b> |
|------------------------------------|---------------------------------|--|
|                                    |                                 |  |
|                                    |                                 |  |
|                                    |                                 |  |
|                                    |                                 |  |
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|                                    |                                 |  |
|                                    |                                 |  |
|                                    |                                 |  |



**APPENDIX "C"**  
**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 \_\_\_\_\_

\_\_\_\_\_

Signature of Authorized Person

\_\_\_\_\_

Print Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date



**APPENDIX "D"**  
**CONFLICT OF INTEREST DISCLOSURE STATEMENT**

ES-24-04  
Cell Two Grubbing and Grinding  
Foothills Boulevard Regional Landfill

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:



**APPENDIX “E”**  
**OPERATIONAL SPECIFICATIONS**

1. GENERAL..... 23

2. CONTRACTOR’S PERSONNEL ..... 23

3. FIRE PROTECTION ..... 23

4. REPORTING..... 25

5. PROPERTY LINES..... 26



## 1. GENERAL

- 1.1 The Contractor shall be responsible for providing such tools, materials, supplies, equipment, personnel and supervision as may be required to fulfill the responsibilities of the Contract outlined in the **OPERATIONAL SPECIFICATIONS** section of this Contract.
- 1.2 The Contractor will carry out and comply with every order and instruction given by the Regional District pursuant to applicable provincial and federal legislation, criteria and guidelines in clearing the property.
- 1.3 The Contractor will agree to exercise good public relations in exercising their authority under this Contract. The Contractor and their workers and approved Subcontractors must possess full knowledge of the heavy equipment and grinding operations and carry out the Work in a timely, neat and orderly manner.
- 1.4 The Property is located in a wildlife interface area and wildlife is present. The Contractor will ensure that workers are properly trained so that conflicts with wildlife are avoided. Any wildlife interactions are to be reported immediately to the RDFFG.

## 2. CONTRACTOR'S PERSONNEL

The Contractor will ensure that all personnel are experienced and well-trained to the satisfaction of the Project Manager. The Contractor will provide and maintain personnel as follows:

- must have full knowledge of the Regional District's operating requirements,
- must have the ability to immediately contact the Regional District if any problems should arise, and
- must be well trained and skilled in all aspects of land clearing and grinding operations.

## 3. FIRE PROTECTION

### 3.1 Compliance and Prevention:

The Contractor will:

- (a) Comply with the *Wildfire Act* and all regulations thereunder and the Regional District's fire preparedness plan, including:
  - (i) reporting fires and undertaking fire control, as defined in the *Wildfire Regulation*;
  - (ii) extinguishing fires and carrying out remediation as required under the *Wildfire Act* and all regulations there under;
  - (iii) carrying out remediation required under the *Wildfire Act* and all regulations thereunder unless the Regional District elects to carry out such remediation, in which case the Contractor will reimburse the Regional District for all expenses incurred in doing so; and
  - (iv) taking all precautions required under the *Wildfire Act* and all regulations thereunder and by the Regional District or the Forest Service to prevent fires.
- (b) Not start or permit any open fires on the Property except as permitted under the *Wildfire Act* and all regulations thereunder and will take every reasonable precaution to prevent the escape of any fire.



- (c) Obtain and record daily weather readings if:
  - (i) required by the Ministry of Forests or the Regional District; or
  - (ii) required by the *Wildfire Act* or any regulation thereunder.
- (d) Conduct any fire hazard assessment required by the *Wildfire Act* or any regulation thereunder.
- (e) Abate any fire hazard as required by the *Wildfire Act* or any regulation thereunder, including disposal of slash or debris accumulated from the Work in accordance with instructions of the Forest Service, the District or the Regional District.
- (f) Not undertake any remediation, fire hazard abatement or slash or debris disposal specified in this section without first notifying and obtaining the approval of the Regional District.

### 3.2 Fighting Fires:

The Contractor will utilize all of its labour and suitable equipment employed by it on the Property to fight all fires:

- (a) caused by the Contractor or its employees, agents or persons who are its Subcontractors for performing the Work anywhere on the Property;
- (b) within the Property, or any other Properties on which the Ministry of Forests or the Regional District holds an interest near the Property, regardless of cause; and
- (c) anywhere, when reasonably requested by the District or the Regional District to do so.

### 3.3 Liability for Fire Fighting Costs:

The Contractor will be responsible for its own costs in fighting the fire where:

- (a) a fire is caused by the Contractor, or its employees, agents, or persons who are its Subcontractors for performing the Work;
- (b) the Contractor, or its employees, agents or persons who are its Subcontractors for performing the Work permits the escape of a fire whether or not it is caused by the Contractor; or
- (c) the cause of a fire is unknown and it is started within the immediate vicinity or the Property described in the Contract, within 24 hours of Work being performed on those Property by the Subcontractor;

In all other cases where the fire is under the direction and control of the Regional District, the Regional District will pay the Contractor for its services in fighting the fire in accordance with the rates paid by the Forest Service under the *Wildfire Act* and all regulations or applicable agreements thereunder for equipment rental and wages, except to the extent that the Contractor has been reimbursed for those services by the Forest Service or by a third party.

Where a fire is under the control of the Forest Service, the Regional District is not under any obligation to pay the Contractor for equipment or labour.



### 3.4 Indemnity for Regional District Costs:

Without limiting the generality of Part 7.2 of the Request for Proposal, if the Contractor, or any of its employees, agents or persons who are its Subcontractors for performing the Work, negligently or wilfully:

- (a) causes a fire; or
- (b) permits the escape of a fire, whether or not it is caused by the Contractor; or

the Contractor will indemnify the Regional District for any loss, cost or liability incurred by the Regional District in respect of the fire.

### 3.5 Contractor Employees:

Any employee or Subcontractor of the Contractor engaged in fighting a fire will, at all times, remain an employee or Subcontractor of the Contractor and will not become an employee or contractor of the District or the Regional District.

## 4. REPORTING

The Contractor must keep the following records and documents. These documents will be made immediately available to the Project Manager when requested unless otherwise specified.

### 4.1 Health and Safety Plan:

The Contractor must prepare a Health and Safety plan in accordance with the provincial *Workers' Compensation Act*. A copy will be submitted to the Regional District prior to commencing the Work. The Contractor's employees must acknowledge the plan by signing a form which is to be kept on file at the Contractor's Prince George facility/office. Training procedures and training records for each employee will be kept on file at the Contractor's Prince George facility/office.

### 4.2 Safety Meetings:

The Contractor will have daily safety meetings which will be recorded and may, from time to time, be required to produce said minutes when asked by the Regional District. Monthly safety meetings with their employees will be held and a copy of the minutes of the meetings with monthly invoices will be forwarded to the Regional District. Meeting minutes will be kept on file at the Contractor's Prince George facility/office.

The Contractor will have regular safety meetings with their employees and Sub-contractors prior to starting a project. A copy of the minutes of the meeting and any safety concerns will be presented to the Regional District. The Regional District will then discuss with the Contractor a resolution to any safety concerns.

### 4.3 Communication:

The Contractor's foreman or delegate will email the Regional District at the beginning of the work week (by 8:00 a.m. Monday) with details of the crew's activities for the week. The Regional District will then post on its webpage the locations and warnings of the crew's activities.



4.4 Certification:

The Contractor will ensure that its employees are certified to do the Work to Industry and WorkSafe BC Standards and will have documentation to support this.

4.5 Equipment Maintenance Logs:

The Contractor will maintain equipment maintenance records for each machine operating at the facility. The records will detail regular maintenance, repair work and equipment inspections. These logs will be kept on file at the Contractor's Prince George facility/office.

**5. PROPERTY LINES**

The Contractor must be aware of all property lines of the Property described herein. If the Contractor is unsure of the property lines they will cease operations immediately and contact the Project Manager for clarification.



APPENDIX "F"  
SITE MAP

