

**Comox Strathcona Waste Management
Waste to Energy Assessment**

Closing location
600 Comox Road
Courtenay, BC V9N 3P6

Closing date and time
2:00 p.m. Pacific Time
Thursday, April 06, 2017

Contact Person
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A. Intent

Comox Strathcona Waste Management (CSWM) is a function of the Comox Valley Regional District (CVRD) and provides solid waste management services to the CVRD and Strathcona Regional District (SRD). CSWM is seeking proposals from qualified engineering firms for the assessment of the feasibility of waste to energy (WTE) options for the CSWM region.

Proponents, for all or any part, shall base their proposal on furnishing everything including all labour, materials, tools, equipment and all necessary supplies and incidentals required to fulfil the scope of works. The proponent in their proposal must state any deviation from these requirements.

B. Definitions and Administrative Requirements

1.0 Definitions

Throughout this Request for Proposal, the following definitions apply:

“Contract” means the written agreement resulting from this Request for Proposal executed by the Comox Valley Regional District and the Consultant

“Consultant” means the successful Proponent to this Request for Proposal who enters into a written Contract with the CVRD.

“CSWM” means Comox Strathcona Waste Management

“CVRD” means the Comox Valley Regional District

“must”, “shall” or “mandatory” means a requirement that must be met in order for the proposal to receive consideration

“Proponent” means an individual or a company that submits, or intends to submit, a proposal in response to this Request for Proposal

“Proposal” means a submission in response to this Request for Proposal

“Request for Proposal” and “RFP” means this Request for Proposal

“should” or “desirable” means a requirement having a significant degree of importance to the objective of the Request for Proposal

2.0 Terms and Conditions

The following terms and conditions will apply to this RFP. Submission of a proposal in response to this RFP indicates acceptance of all the terms that follow and that are included in any addenda issued by CSWM.

3.0 Alternative Solutions

If alternative solutions are offered, the information should be submitted in the same format but as a separate proposal and clearly marked as an alternative solution. The CVRD reserves the right to itself to consider or reject alternate proposals.

4.0 Changes to Proposals

By submission of a written notice, a Proponent may amend or withdraw its proposal prior to the Closing date and time.

The Proponent will not change the wording of its proposal after Closing and no words or comments will be added to the proposal unless requested by the CVRD for clarification.

5.0 Proponents' Expenses

Proponents are solely responsible for their own expenses in preparing a Proposal. If the CVRD elects to reject all proposals, the CVRD will not be liable to any Proponent for any claims for costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit in connection with a final Contract, costs for returning unopened proposals, or any matter whatsoever.

6.0 Proposal Validity

Proposals will be open for acceptance for at least 90 days after the Closing to provide the CVRD with sufficient time to evaluate the Proposals and award a contract.

7.0 Firm Pricing

Prices will be firm for the entire Contract period unless this RFP states otherwise.

8.0 Currency and Taxes

Prices quoted are to be in Canadian dollars and inclusive of duty, delivery charges where applicable, and exclusive of taxes which shall be shown separately as applicable in the Proposal.

9.0 Sub-Contracting

Using a sub-consultant (who must be clearly identified in the Proposal) is acceptable. This includes a joint submission by two Proponents having no formal corporate links. However, one of these Proponents must be prepared to take overall responsibility for successful interconnection of the product or service lines and this must be defined in the Proposal.

Sub-contracting to any firm or individual whose current or past corporate or other interests may, in the CVRD's opinion, give rise to a conflict of interest in connection with the services will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this RFP.

Where applicable, the names of approved sub-consultants listed in the proposal will be included in the Contract. No changes or additions to the list will be permitted without the written consent of the CVRD.

10.0 Acceptance of Proposals

This RFP should not be construed as an agreement to purchase goods or services. The CVRD is not bound to accept the lowest priced or any proposal of those submitted. Proposals will be assessed in light of the evaluation criteria and the CVRD is under no obligation to receive further information, whether written or oral, from any Proponent.

Neither acceptance of a proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

The CVRD reserves the right to reject any and all Proposals for any reason or to accept any Proposal in whole or in part on the basis of the Proposals received which the CVRD, in its sole unrestricted discretion, deems to be the best value for the CVRD. The lowest or any proposal may not necessarily be accepted.

Proponents acknowledge the CVRD's rights under this clause and absolutely waive any right of action against the CVRD for the CVRD failure to accept their Proposals whether such right of action arises in contract, negligence, bad faith or any other cause of action.

The CVRD reserves the right to cancel this RFP at any time and for any reason, and will not be responsible for any loss, damage, cost or expense incurred or suffered by any Proponent as a result of such cancellation.

The CVRD reserves the right to enter into negotiations with one or more Proponents concerning the terms and conditions of the Services to be provided, and expressly reserves the right through such negotiations to request changes, alterations, additions or deletions from the terms of any Proposals received.

The acceptance of any Proposal is subject to funding and will require approval of the CSWM board.

After acceptance by the CSWM board, the successful Proponent will be issued a written Notice of Award.

11.0 Definition of Contract

Notice in writing to a Proponent of the acceptance of its Proposal by the CSWM board and the subsequent full execution of a written Contract will constitute a Contract for the Services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

12.0 Liability for Errors

While the CSWM has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained in this RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the CSWM, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

13.0 Modification of Terms

The CVRD reserves the right to modify the terms of the RFP at any time at its sole discretion. Such modifications will be communicated to all Proponents through formal addenda.

14.0 Ownership of Proposals and Freedom of Information

All documents, including Proposals, submitted to the CVRD become the property of the CVRD. Each Proposal should clearly identify any information that is considered to be confidential or proprietary information.

However, the CVRD is subject to the provisions of the *Freedom of Information and Protection of Privacy Act*. As a result, while section 21 of the *Freedom of Information and Protection of Privacy Act* does offer some protection for confidential third party business, financial and proprietary information, the CVRD cannot guarantee that any such information provided to the CVRD will remain confidential if a request for access is made under the *Freedom of Information and Protection of Privacy Act*.

15.0 Confidentiality of Information

Information pertaining to the CSWM or CVRD obtained by the Proponent as a result of participation in this project is confidential and must not be disclosed without written authorization from the of the CVRD.

16.0 Conflict of Interest

Proposals will not be evaluated if the Proponent's current or past corporate or other interests are, in the reasonable opinion of CVRD, deemed or perceived to be a conflict of interest in connection with this RFP or the activities or mandate of the CVRD and the CSWM.

The CVRD reserves the right to disqualify or reject a proposal in whole or in part where the Proponent or its directors, officers, shareholders or any person associated with the Proponent has a claim or has initiated a claim or legal proceeding against the CVRD or CSWM with respect to any previous contracts, tenders or business transactions and where this is seen in the reasonable opinion of the CVRD as creating a conflict of interest between the Proponent and the CVRD.

17.0 Communication During Procurement Process

Proponents and their respective employees, consultants, agents, advisors and representatives will not engage in any form of political or other lobbying whatsoever in relation to the RFP, or the evaluation process, including for the purpose of influencing the outcome of the evaluation process. Further, no such person (other than as expressly contemplated by this RFP) will attempt to communicate in relation to the RFP , or the evaluation process, directly or indirectly, with any representative of the CVRD, CSWM, their directors, officers, employees, agents, advisors or consultants of the CVRD for any purpose whatsoever, including for purposes of:

- (a) commenting on, or attempting to influence views on, the merits of the Proponent's Proposal, or in relation to Proposals of other Proponents;
- (b) influencing, or attempting to influence, the evaluation and ranking of Proposals, the selection of the preferred Proponent, or any negotiations with the preferred Proponent;
- (c) promoting the Proponent or its interests in the services, including in preference to that of other Proponents;
- (d) commenting on or criticizing aspects of this RFP, the evaluation process or the scope of services, including in a manner which may give the Proponent a competitive or other advantage over other Proponents; and
- (e) criticizing the Proposals of other Proponents.

In the event of any lobbying or communication in contravention of this section, the CVRD in its discretion may at any time, but will not be required to, reject any and all Proposals submitted by that Proponent without further consideration.

18.0 Collection and Use of Personal Information

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If

the RFP requires Proponents to provide the CVRD with personal information of employees who have been included as resources in response to the RFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the CVRD. Such written consents should specify that the personal information may be forwarded to the CVRD for the purposes of responding to the RFP and used by the CVRD for the purposes set out in the RFP.

19.0 Trade Agreements

This RFP is covered by trade agreements between the CVRD and other jurisdictions, including the Agreement on Internal Trade and the New West Partnership Trade Agreement.

20.0 Contract Finalization Delay

If a written Contract cannot be finalized with provisions satisfactory to the CVRD within thirty days of notification of the successful Proponent, the CVRD may, at its sole discretion at any time thereafter, terminate discussions with that Proponent and either commence finalization of a Contract with the next qualified Proponent or choose to terminate the RFP process and not enter into a Contract with any of the Proponents

C. Proposal Submission Requirements

1.0 Proposal Submission

Four hard copies and one electronic copy (USB) of the Proposal, complete with one copy of the signed and dated Proposal Form provided herein, must be received no later than 2:00pm Pacific Time on Thursday, April 06, 2017 at the following location:

Comox Valley Regional District
600 Comox Road
Courtenay, BC V9N 3P6

Proposals must be submitted in a sealed package with the name and address of the Proponent and the Request for Proposal title clearly marked on the outside.

Facsimile and electronic submissions will not be considered.

Late proposals will not be considered and will be returned to Proponents unopened at the Proponent's expense.

Proposals that are unsealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind may, at the discretion of the CVRD, be declared disqualified.

The person(s) authorized to sign on behalf of the Proponent and to bind the Proponent to statements made in response to this RFP must sign the Proposal Form. Unsigned proposals will not be accepted.

Proponents shall be solely responsible for the delivery of their Proposals in the manner and time prescribed. All submissions must be delivered according to the instructions herein, and the CVRD will accept no responsibility for documents delivered to other CSWM/CVRD facilities and, at the discretion of the CVRD may be declared disqualified.

2.0 Proposal Contents

In keeping with the CVRD's sustainability goals, Proponents are encouraged to keep Proposal content to a minimum and relevant to the work. Binders are not be used for submission of the Proposals or the appendices.

Proposals should submitted in black and white, with minimal pictures (with the exception of the cover page).

The Proposal is to include:

- A **title page** that includes the Proposal title, the Proponent's name and address, telephone number, fax number, contact name, contact title and contact email address.
- A **cover letter** (1 page) introducing the submission and signed by an authorized signatory.
- A **table of contents** including page numbers.
- An **executive summary or proposal highlights section** (1-2 pages) outlining the key features of the Proposal.
- A summary of the **Proponent's understanding** of the work (1-2 pages) that includes a confirmation that the Proponent has read and understands the requirements of the RFP. This section must provide a summary of the Proponent's understanding of the key issues and project objectives.

- A proposed **methodology or work plan** (up to 5 pages) that summarizes the technical approach and steps required for completing the work. This section must provide details on how the project objectives will be met, key issues and challenges, and the specific steps required for addressing the key issues and overcoming challenges.
- A **project management** overview (2 pages) that clearly identifies the Proponent's project manager, provides an overview of their experience successfully managing similar projects (size and scope) and provides an overview of the Proponent's tools and methods for project management. The permanent location of the project manager (i.e. the office location for the duration of the project) must be identified. Proponents should outline methods for successful communication and interaction with the client, and how a local presence will be established for the project.
- A **project team** overview (up to 5 pages) including a list of personnel and sub-consultants who will work on the project, their experience and proposed roles. The overview should be accompanied by an organizational chart that clearly identifies the project manager and key team members including roles, responsibilities and reporting structure. Technical leads should be identified for the areas of expertise required and Proponents should demonstrate successful delivery of projects in each area of expertise.
- A summary of **relevant project experience** (2 pages) that demonstrates experience with successful delivery of projects of similar size, scope and technical nature.
- A **proposed schedule** summary (1 page) that highlights the key features of the Proponent's proposed schedule and demonstrates adherence to the CVRD's required timeline and milestones. Proponents should include a detailed Gantt chart (preferably in MS Project) that shows the completion of each of the tasks provided in the detailed budget tables.
- A summary of **innovative approaches or changes** (1-2 pages) to the proposed scope, methods or schedule that may result in higher quality, cost savings or reduced time requirements.
- **Resumes** (maximum 1 pages per person) for the key staff members.
- **Additional information** (no more than 5 pages total) may be included to complement other elements of the Proposal. Inclusion of additional information is optional and should be relevant to the work.
- **Budget table** that includes:
 - Key staff including titles and rates
 - Major tasks and subtasks
 - Hours for all staff on a task-by-task basis
 - Sub-consultants, sub-consultants' fees, and contractor costs
 - Disbursements and expenses including any administrative fees, charges for printing, copying and couriers, travel expenses, accommodation expenses, meals
 - Subtotals and totals for all work elements and costs
 - All other fees and costs associated with the project
 - Proposed budgets must clearly identify meetings, site inspections, communication with the client and deliverables, both draft and final
 - Proposed budgets must clearly show a total for each phase and the total for the project
 - Do not include taxes in the proposed budget table

3.0 Enquiries

All enquiries related to this RFP are to be directed by email, no later than five business days prior to the closing time, to:

Scott Hainsworth, Manager of Operating and Capital Procurement
Email: procurement@comoxvalleyrd.ca

Information obtained from any other source is not official and should not be relied upon.

4.0 Addenda

Addenda may be issued during the Proposal period in response to queries received. Addenda will be in written form and sent to all Proponents who have received RFP packages. All addenda become part of the Contract document and must be considered when responding to this RFP.

Verbal answers are binding only when confirmed by written addenda.

5.0 Term

The term of the proposed Contract will be for a period of April 21, 2017 and ending December 31, 2017.

6.0 Disclaimer

Each proponent is responsible to review and understand the terms and conditions of this RFP, and the scope of work being requested. The CVRD makes no representation or warranty as to the accuracy or completeness of the information contained in this RFP and the Proponent is solely responsible to ensure that it has obtained and considered all information necessary to understand the requirements of the RFP, and to prepare and submit its Proposal. The CVRD will not be responsible for any loss, damage or expense incurred by a Proponent as a result of any inaccuracy or incompleteness in this RFP, or as a result of any misunderstanding or misinterpretation of the terms of this RFP on the part of any Proponent.

7.0 References

Whereas previous experience with the CVRD is not required and does not in any way confer an advantage, the CVRD's previous experience with the Proponent may also be taken into consideration in its evaluation of Proposals. The CVRD reserves the right to rely upon its records, references and recollection in this regard. The CVRD may also obtain references other than those provided by the Proponent and may use these reference in determining the best value.

8.0 Evaluation and Selection Criteria

An evaluation team will evaluate all Proposals received according to the criteria identified below. Those Proposals passing the mandatory requirements will be further evaluated against the point-rated criteria. During the evaluation process, Proponents may be required to provide clarifications to statements made in their Proposals.

Mandatory Criteria
Proposal Form completed and signed by a person authorized to bind the Proponent to statements made in the submission.
Sealed package containing the Proposal
Proposal must be received at the closing location by the specified Closing date and time.

Point Rated Criteria	Points Assigned
Demonstrated understanding of the Project <ul style="list-style-type: none">• demonstrate an understanding of the current CSWM situation and the key opportunities/issues related to this project	15
Proposed methodology <ul style="list-style-type: none">• sound and thorough methodology• effective work plan• achievable schedule with proper resources allocated• project management and innovative approaches or changes• approach to WTE considerations• approach to multiple and diverse stakeholder consultations including residents, municipalities, regional districts and first nations• knowledge and application of industry trends• demonstrated knowledge of Provincial legislation relating to this project	25
Firms experience and personnel qualifications <ul style="list-style-type: none">• skills, knowledge and previous experience in delivering similar work within a specified budget• Solid waste management and WTE knowledge and experience (including, where applicable, the experience of its personnel and proposed sub consultants)	30
Overall cost for provision of the services	20
Additional offerings <ul style="list-style-type: none">• any value added offerings proposed that would result in better service, lower costs, increased efficiencies, etc.	10
Total	100

D. Scope of Work

1.0 Background

CSWM is a function of the CVRD and provides solid waste management services for the CVRD and the SRD. The CVRD covers an area of approximately 1,725km² and has an approximate population of 65,000 while the SRD covers an area of approximately 20,000km² and has an approximate population of 45,000. Within the CSWM service area there are two regional waste management centres: the Campbell River Waste Management Centre (CRWMC) located on Argonaut Road in the city of Campbell River and the Comox Valley Waste Management Centre (CVWMC) located on Bevan Road in the Village of Cumberland. Additionally, there are smaller landfills in the Villages of Gold River, Tahsis and Zeballos and transfer stations in the Village of Gold River and on the islands of Cortes and Hornby. The CSWM service manages over 100,000 tonnes of waste and recycled material annually and oversees a number of diversion and educational programs such as:

- A multi-material recycling program;
- A household hazardous waste (HHW) drop off program;
- A composting education center / program;
- A recycling education program; and
- A composting pilot project

The CSWM service and programs are supported by the solid waste management plan (SWMP) which is mandated by the provincial *Environment Management Act*. The SWMP sets policy and guidelines regarding how the region will manage its municipal solid waste and recyclable materials and how the service will reduce the amount of solid waste requiring disposal within the region. This in turn contributes to the protection of the environment and public interest. The SWMP for the CSWM service was updated in 2012 and received approval from the BC Ministry of Environment (MoE) on May 23, 2013. CSWM is in the process of a five year effectiveness review of the SWMP which will be running in parallel with the WTE assessment.

The CVWMC currently receives waste from the Comox Valley waste shed, which includes the City of Courtenay, Town of Comox, and Village of Cumberland, plus the surrounding communities. Waste collected from transfer stations on Hornby Island and Denman Island is also transferred to the site. Future closure of the CRWMC is planned for 2023, as well closure of the smaller landfills in the Villages of Gold River, Tahsis and Zeballos is planned to begin in 2024. Following these closures all waste will be transported to the CVWMC which will then act as the only disposal facility within the CSWM service area.

A three-cell engineered landfill expansion at the CVWMC was approved in the CVWMC's operational certificate amended in September 2016 by the MoE and is estimated to provide regional landfill disposal capacity up to 2039. The construction of Cell 1 of the engineered landfill expansion was initiated in July 2016 and is expected to be completed in spring 2017.

In 2016, the CSWM service area disposed of 63,305 tonnes of waste.¹ The current waste diversion rate for the CSWM service area is estimated to be 53 per cent. In the future, the implementation of a regional organics composting facility and other recycling initiatives are expected to increase waste diversion in the service area to approximately 70 per cent.

Since June 2013, comingled food and yard waste has been collected in the Town of Comox and Village of Cumberland as part of an organics composting pilot project. The pilot facility at the

¹ Based on 2016 scale house records and an estimate of waste disposal for Tahsis, Gold River and Zeballos.

CVWMC utilizes aerated static piles (ASP) with Gore Cover system technology and is designed to handle approximately 2,500 tonnes of organics annually.

The CVRD is analyzing the implementation of a regional organics compost facility within the CSWM service area. The CVWMC and the Norm Wood Environmental Centre (NWEC) in the City of Campbell River have been selected as proposed sites for the facility. A detailed feasibility study, including estimated capital and operating costs of a regional organics compost facility, was completed in 2015. The study indicates that there is approximately 14,000 tonnes of comingled food and yard waste in the CSWM service area that could be managed by a new facility. The CSWM service is anticipating to implement a regional organics composting facility by 2020.

In addition to considering a regional organics composting facility, the SWMP indicates that the CSWM service will continue to assess the feasibility of WTE technologies as an alternative to landfilling residual wastes. The MoE's policy is for local governments to have a minimum target of 70 per cent reduction of waste before utilizing a WTE facility. The 70 per cent target is calculated only from reduce, reuse, and recycle initiatives. The initiatives outlined in the 2012 CSWM SWMP are projected to increase the diversion rate to 70 per cent by 2022.

In 2011, during the process of updating the SWMP the CSWM board requested that an assessment of WTE technologies be undertaken. The assessment included a process for soliciting and accepting information from interested WTE technology vendors. A request for information (RFI) was issued in July 2011 where vendors were requested to complete a questionnaire that included background information and technical assumptions to provide a basis for comparison of the responses. The questionnaire requested that vendors provide information on their technology, capital and operating costs and reference facilities. The purpose of the questionnaire was to obtain recent and relevant information on viable technologies suitable for the CSWM service area and a basis for estimating costs to utilize these technologies.

The conclusion provided in the 2011 WTE options assessment was as follows:

- WTE facilities represent a large financial implication to the waste management service:
 - A high capital investment is required for the construction and commissioning of a new facility;
 - Short term costs can be significantly higher than for other residual waste management options such as landfills;
 - Financial risks are also much greater with emerging and unproven technologies;
- WTE projects require a significant public consultation and education process;
- In terms of siting a new WTE facility, public perception and public opposition are the primary constraints; and
- The assessment showed that if CSWM initiated development of a WTE facility, the minimum time required for the facility to become operational was approximately five to seven years depending on the scale of the facility.

Based on the results of the 2011 WTE options assessment, no further work was completed on investigating WTE options for the CSWM service area. Recently the CSWM board has expressed renewed interest in reviewing the option of a WTE facility for the CSWM service area. The board feels it is possible that new technologies have been developed and tested since the time of the last assessment, or that WTE technologies now compare more closely in cost to traditional landfilling technologies which could present a more viable option for the management of residual waste for the CSWM service area.

2.0 Available Background Documents

The following information is provided to Proponents:

- CSWM 2012 SWMP ([link here](#))
- CVRD Waste to Energy Options Assessment-October 2011 ([link here](#))
- CVRD RFI Waste-to-Energy Technologies ([link here](#))

3.0 Project Overview

The successful Proponent shall provide an assessment of WTE technologies, providing up-to-date analysis regarding the current state of the technology and its applicability to the CSWM service. Work will include a comparison of costs between the current engineered landfill and the WTE technologies considered. Also, a section will be included to consider any other emerging technologies which have the potential to be utilized within the CSWM service area as a means of aiding in the achievement of the specified SWMP objectives.

4.0 Project Scope

The assessment of WTE technologies for the CSWM service area should include the following criteria (not limited to):

1. Develop a RFI to support and define the WTE assessment or recommend a different method of market research to the select committee. If proceeding with an RFI:
 - a. Develop objectives for the RFI process;
 - b. Develop criteria for qualifying vendors and their technologies;
 - c. Project waste properties/tonnage/heating value(s);
 - i. Waste tonnage projections after 70 per cent diversion is met;
 - ii. Potential impacts on waste tonnage leakage to private landfills;
 - d. Review population projections for inclusion in RFI.
 - e. Review and evaluate RFI submissions:
 - i. Select viable technologies based on selection criteria
 - ii. Compare selected technologies to each other
 - iii. Compare selected technologies to status quo
 - iv. Shortlist technologies
2. Offer siting criteria requirements and options:
 - a. Comox Valley area;
 - b. Campbell River area; and
 - c. Gold River area.
3. Review and consideration of all applicable regulatory requirements;
4. Public consultation process:
 - a. Define requirement
 - b. Identify key stakeholders
 - c. Create draft consultation plan with cost and timing
5. WTE residual waste classification-disposal options:
 - a. Hazardous waste classification; and
 - b. Nonhazardous waste classification.
6. Develop long term cost analysis models for the selected viable WTE technologies and emerging technology options. A minimum of two viable WTE technologies options should be considered.
7. Cost and benefit comparison of a viable WTE alternative vs the proposed CVWMC Cell 2 and 3 engineered landfill.
8. Assess constraints, risks and timelines.

9. Provide key tasks and timelines to commission a viable WTE technology that should include the following points (not limited to):
 - a. Siting criteria;
 - b. Waste properties/tonnage with consideration to population projections;
 - c. Regulation requirements and compliance;
 - i. Air quality;
 - ii. Traffic impact on community;
 - iii. Disposal options; and
 - iv. CS-SWMP 70 per cent diversion objective.
 - d. Public consultation process;
 - e. Utility negotiation (BC Hydro, Fortis BC, etc.);
 - f. Procurement process;
 - g. Engineer design stages;
 - h. Construction; and
 - i. Commissioning process.
10. Provide estimates for potential net greenhouse gas emissions for the following options:
 - a. WTE options; and
 - b. Landfill operations.
11. Coordinate and facilitate a minimum of three meetings with the WTE select committee of which at least one will be in person:
 - a. Select committee will consist of:
 - i. Three CVRD directors; and
 - ii. Three SRD directors.
12. Provide two presentations to the CSWM board; and
13. Submit final assessment WTE technology report

5.0 Project Schedule

Table 1: Proposed Project Schedule

Release date for RFP	March 17, 2017
RFP closing date	April 6, 2017
Notice of award	April 21, 2017
Project start up and background review	April 27, 2017
Coordinate & facilitate select committee meeting- review scope of work, objectives and develop selection criteria	May 4, 2017 (12:30 to 2:30)
Develop RFI for review - select committee meeting to review RFI and obtain feedback	May 26, 2017 (9:00 to 11:00)
CSWM board meeting presentation-draft RFI and objectives for the study	June 8, 2017 (9:30 to 12:00)
Issue RFI for posting	June 15, 2017
Compile RFIs from proponents	July 13, 2017
Review findings WTE options selected and ranked from RFI's with select committee	August 10, 2017 (9:00 to 11:00)
Draft assessment report- issued for select committee to review and obtain feedback	September 14, 2017
Provide presentation on assessment study recommendations and results to CSWM board	November 9, 2017 (9:30 to 12:00)
Issue final assessment for WTE technology report	December 7, 2017

Note: meeting dates and times subject to changes. Meeting location is CVRD Boardroom

E. Contract Conditions

By submission of a proposal, the Proponent agrees that should its proposal be successful, the Proponent will enter into a Contract with the CVRD that subject to negotiation, may include the following selected contract clauses:

1.0 Compliance With Laws

The Consultant will give all the notices and obtain all the licenses and permits required to perform the work. The Consultant will comply with all laws applicable to the work or performance of the contract.

2.0 Laws of British Columbia

Any Contract resulting from this RFP will be governed by and will be construed and interpreted in accordance with all laws in effect of the province of British Columbia.

3.0 Code of Conduct

The Consultant agrees that it and its sub-consultants and employees agree to comply with the following code of conduct:

Professionalism

Applicable to all employees, volunteers, agents, and contractors who are required to:

- Carry out their responsibilities in a professional and competent manner.
- Continue to improve their knowledge, competence, skills, and professional ability.
- Be aware of and abide by the British Columbia *Human Rights Code*.
- Not engage in any action or conduct or make any comment, gesture, or contact which a reasonable person would regard as likely to cause offence or humiliation to anyone, whether in the workplace or any other location.
- Act, and be perceived by the public to act, in a fair and impartial manner in the performance of their duties or provision of services.
- Not make any public comments that denigrate, disparage, or are disrespectful of the CSWM or the CVRD, employees, and elected officials, and refrain from making negative comments about the credibility of the CSWM or the CVRD, employees, and elected officials.
- Conduct themselves in a friendly, courteous, and professional manner when dealing with the public.
- Refrain from engaging in any other practice that could unfavorably reflect upon the CSWM or the CVRD as identified solely by the CVRD.

4.0 Indemnity

The Consultant hereby agrees to indemnify and save harmless the CVRD and the CSWM, its officers, employees, elected officials and agents against all claims, demands, losses, costs, damages, actions, suits or proceedings by whomever made, brought or prosecuted and in any manner based upon, arising out, related to, occasioned by or attributable to the negligent acts, errors or omissions of, or breach of this agreement by, the Consultant, its servants, agents, sub-contractors or sub-operators, in providing the services and performing the work of the Contract, excepting always liability arising solely out of the negligent act or omission of the CVRD or CSWM.

5.0 Insurance

Any Contract resulting from this RFP may require that the Consultant, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the Contract term, comprehensive commercial general liability insurance in an amount not less than \$3,000,000 inclusive per occurrence, insuring against bodily injury and property damage and including liability assumed under the Contract.

The CSWM and the CVRD are to be added as additional insureds and the policy shall contain a cross liability clause. The Consultant will provide the CVRD with evidence of the required insurance in the form of a certificate of insurance, upon execution and delivery of the Contract.

The Consultant will provide and maintain professional liability insurance at an amount acceptable to the CVRD insuring the consultant's liability resulting from errors and omissions in the performance of professional services under the Contract.

6.0 Registration with WorkSafeBC

The Consultant and any approved sub-consultants must be registered with the WorkSafeBC, in which case WorkSafeBC coverage must be maintained for the duration of the Contract. Prior to receiving any payment, the Consultant may be required to submit a WorkSafeBC Clearance Letter indicating that all assessments have been paid. The Consultant shall abide by all provisions of the *Workers Compensation Act* of British Columbia and will sign a safety agreement in the form provided by the CVRD.

F. Proposal Form

Request for Proposal

**Comox Strathcona Waste Management
Waste to Energy Assessment**

Closing Date and Time: 2:00 p.m. Pacific time Thursday, April 06, 2017

This form must be completed, signed and included with the Proposal.

The undersigned confirms that their Proposal is in response to the Request for Proposal for CSWM Waste to Energy Assessment, and the Proponent acknowledges receipt of addenda # _____ through addenda # _____

Name of Firm: _____

Address: _____

Contact Name: _____

Phone: _____ **Email:** _____

Waste to Energy Assessment and Report	\$
a. Develop RFI or alternative method of market research and evaluate/compile RFI responses or research	\$
b. Develop long-term cost analysis for selected viable WTE technologies and emerging technology options	\$
c. Provide process and timeline to commission viable WTE facility for CSWM service area	\$
d. Provide estimates for greenhouse gas emissions for WTE options and landfill operations	
Coordinate and facilitate three select committee meetings	\$
Develop and deliver two presentations to the CSWM board	\$
Disbursements (to be detailed in Proposal)	\$
Total Proposed Price (exclusive of GST)	\$

Proposed Price for additional meetings (if required)	\$
Disbursements	
Total Proposed Price for additional meetings (exclusive of GST)	\$

Authorized Signature

Name and Title

Date

G. Safety Agreement

BETWEEN:

Company Name (print legibly)

Address

City and postal code

Phone No.

Email Address

(hereinafter referred to as the Contractor)

AND:

COMOX VALLEY REGIONAL DISTRICT

(hereinafter called the Owner)

For the purposes of this safety agreement, Contractor refers to any sub-contractor or to any designated prime contractor or any other worker as defined by the *Workers Compensation Act*.

The Contractor agrees to adhere to all of the *Workers Compensation Act* Regulations as set out in the *Occupational Health and Safety Regulation*, B.C. Reg. 296/97, as may be amended from time to time (the “Regulation”) as well as the provisions of the *Workers Compensation Act*, R.S.B.C. 1996, c.492, as amended (the “Act”).

Without limiting the generality of the foregoing, the Contractor agrees:

1. In every case, the Regulation shall be followed by the Contractor, as well as any existing policies or procedures that the Owner has developed and implemented. These shall be followed without exception.
2. In the opinion of the Contractor, if by following a policy or procedure for a particular task as set out by the Owner, a worker is put at increased risk:
 - a) the Contractor must seek a written change of policy or procedure from the Owner applicable only to that particular job situation before proceeding with the task.
3. Contractors are expected to have read every section of the Regulation that pertains to the job at hand, to understand the Regulation and what it means to the supervisor and to all of the workers, and to ensure that each worker under their supervision follows the Regulation. Contractors are also expected to know and adhere to the Policies and Procedures issued by the Workers Compensation Board (“WCB”).

4. Without limiting the foregoing, the Contractor will be expected to understand and enforce all of the following as it pertains to the job at hand and to the workers employed by the Contractor, and will be expected to prove to the Owner, at any time, upon request, compliance with the following parts of the Regulation:

- a) Rights & Responsibilities – Occupational Health & Safety Program (including investigations, inspections, written instructions, records and statistics, adequate supervision, complete understanding by the workforce of the right and responsibility to refuse unsafe work). (*Regulation Part 3, WC Act Division 3 and 10*)
- b) General Conditions (Regulation – Part 4)
- c) Chemical and Biological Substances (Regulation – Part 5)
- d) Substance Specific requirements (Regulation – Part 6)
- e) Noise, Vibration, Radiation and Temperature (Regulation – Part 7)
- f) Personal Protective Clothing and Equipment (Regulation - Part 8)
- g) Confined Space Entry (Regulation – Part 9)
- h) Lock-out (Regulation – Part 10)
- i) Fall Protection (Regulation – Part 11, Guidelines)
- j) Tools, Machinery and Equipment (Regulation – Part 12)
- k) Ladders, Scaffolds and Temporary Work Platforms (Regulation – Part 13)
- l) Cranes and Hoists (Regulation – Part 14)
- m) Rigging (Regulation – Part 15)
- n) Mobile Equipment (Regulation – Part 16)
- o) Traffic Control (Regulation – Part 18)
- p) Electrical Safety (Regulation – Part 19)
- q) Construction, Excavation & Demolition (Regulation – Part 20)
- r) Forestry Operations (Regulation – Part 26)
- s) Evacuation and Rescue (Regulation – Part 32)
- t) Occupational First Aid (Regulation – *Part 3, Guideline, First Aid Audit Document*)
- u) Coordination of Multiple Employer Workplaces (Regulation - Part 20, s.20.3(1), *WC Act Division 3, Section 118*).

5. The Contractor will also adhere to the following provisions contained within the Act:

- a) Division 3 of Part 3 of the Act – General Duties of Employers, Workers and Others (Sections 115, 116, 117, 118, 119, 120, 121, 122, 123 and 124);
- b) Division 4 of Part 3 of the Act - Joint Committees and Workers Representatives; and
- c) Division 10 of Part 3 the Act - Accident Reporting and Investigation.

6. The Act stipulates that the Owner is required to enforce the Act and the Regulation and to report any infraction of the Act or Regulation. The Contractor accepts that the Owner will be conducting periodic checks of the Contractor during the Contractors' work for the Owner and will be asking the Contractor to comply with the Act and/or Regulation in the event any contravention is observed. If the contravention is serious enough, the Contractor will be asked to leave the worksite and will forfeit the contract with the Owner.
7. For the purposes of streamlining large construction projects and multiple employer worksites, the Owner reserves the right to designate a “prime contractor” amongst contractors who are working on a job-site together. *This designation of Prime Contractor will be done in writing.* A designated person employed by the “prime contractor” will be appointed by the Owner to act as the coordinator of the other contractors on that job-site, and will ensure that each of the contractors on the job site are following the Act and the Regulation including any site-specific policies and procedures. This includes having in place an approved WCB Safety Program, and a list of the qualified persons amongst the other contractors who have been designated to be responsible for each of the other contractors' site health and safety activities.
8. It is the responsibility of the Contractor to determine who the Owner has appointed as the “prime contractor” for the worksite and to comply with the requirements set out in the foregoing.

NOTES:

- a) All the foregoing constitutes requirements of the Prevention Division of the WCB for any workplace in the Province of British Columbia and constitutes the Owner's expectations for contractors working on any of the Owner's worksites.
- b) Payment of WCB Assessments by the Contractor does not obviate the responsibility of the Contractor for any of the foregoing.

THIS AGREEMENT MADE THE _____ day of _____, 20____,

in _____ in the Province of _____
(city)

CONTRACTOR:

Company Name

President or owner (signature)

President or owner (print name legibly)