



REQUEST FOR PROPOSALS

RFP NO. ENG 19-03

INTERGRATED RESOURCE MANAGEMENT STUDY

DATE OF ISSUE: SEPTEMBER 25, 2019

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A: Professional Services Agreement

1 INTRODUCTION

The Township of Esquimalt (Township) is inviting qualified consultants to submit proposals for the evaluation of an Integrated Resource Management (IRM) study and project management of its implementation.

2 BACKGROUND

In early 2018, the Capital Regional District Board made the decision not to pursue an IRM philosophy with respect to the various waste streams that are produced in the region. Instead the CRD is looking at treatments that are specific to each waste stream. The waste streams include:

- Solid waste
- Kitchen scraps
- Yard and garden
- Heat from waste water collection mains
- Waste water treatment solids (Bio solids)

The Township has not abandoned the IRM philosophy and wants to examine the potential and possible implementation of an IRM strategy/infrastructure.

Within the sphere of municipal operations the Township plays a significant role in their management. These streams include: solid waste, kitchen scraps, yard/garden waste, sanitary collection mains.

The management of the waste streams is as follows:

Solid Waste

- Collection is carried out by the Township by two split compartment vehicles
- Material is delivered to the Hartland Landfill by the Township
- Material is deposited and managed at the Hartland Landfill by the CRD

Kitchen Scraps

- Collection is carried out by the Township by two split compartment vehicles
- Material is delivered to the Hartland Landfill by the Township
- Material is deposited and managed at the Hartland Landfill by the CRD

Yard and Garden

- A transfer station site is provided by the Township
- A contractor manages the site for disposal and transfer of materials
- Collected materials are transferred to a second site for processing
- Processing produces compost material
- Residents are responsible for the delivery of material to the transfer station

Sanitary Collection System

- Collection is carried out by the Township via local network
- Flows collected are discharged into the CRD Trunk Mains for transportation to the Waste Water Treatment Plant

- Regional flows are then treated at the Waste Water Treatment Plant by the CRD

The philosophy for the management of these waste streams is based on the composition of the waste stream and how it is treated. At this time the streams are fairly independent of each other. Under the IRM philosophy, the Township is looking at having the handling and treatment of the streams in a unified manner. Council has reviewed this issue and have directed staff that gasification technology would offer an acceptable alternative to the current end of point treatment of the streams.

3 SCHEDULE

The Proposed schedule for this Work is as follows:

- RFP issued on September 25, 2019;
- RFP closes on October 31, 2019;
- Professional Services Contract awarded on or before November 25, 2019;
- It is the Township's expectation that work will progress in an organized and timely manner.

4 PROPOSAL ENQUIRIES

All enquiries should be written and directed to:

Jeff Miller, P. Eng.
Director, Engineering and Public Works
Email: jeff.miller@esquimalt.ca
Telephone: 250-414-7147
Fax: 250-414-7160

5 PROPOSAL REQUIREMENTS

The Proponent shall provide three proposal copies to the Township; proposals shall be clearly laid out to address the items listed below.

- **Title page:**
 - Reference the RFP number and title, the firm's address, the name and number of the contact person and the date of the Proposal.
- **Transmittal Letter:**
 - A signed letter briefly stating the Proponent's understanding of the services required, benefits they bring to the Project, the commitment to perform the services as requested and confirmed receipt of all addenda, if applicable.
- **Table of Contents**
- **Section 1 - Executive Summary**
- **Section 2 - Understanding of the Scope of Work:**

- Develop a narrative demonstrating the Proponent's clear understanding of the objectives and expected deliverables of the Work.
 - Detail any assumptions the Proponent has made preparing the Proposal.
 - Include any other services not identified in the Scope of Work.
 - In the Proposal, the Scope of Work should be segregated into sections that are clearly linked to the tasks laid out in the Request for Proposal.
- **Section 3 - Work plan and Methodology:**
 - The Proposal should be clear and concise with a methodology and corresponding task list that details the steps to: fully understand all issues and concerns, secure adequate data to be used to carry out the various activities required and address how all aspects of the Scope of Work will be carried out.
 - Provide information on form of tender and contract documents type (i.e. MMCD, CCDC, own).
 - **Section 4 - Schedule:**
 - Provide a schedule that shows completion of the work based on the work plan and methodology provided.
 - **Section 5 – Proponents and staff qualifications and roles:**
 - The Proponent shall provide information on key individuals that will be undertaking this Work. This information should highlight how the various individuals will be involved in the Project and their relevant experience.
 - If a sub-consultant/contract is to be utilized, this information should also be supplied.
 - **Section 6 - References:**
 - Provide a minimum of 3, maximum of 5 selected projects. Information should provide details on past projects the Proponent has completed that are similar to the project and demonstrate the Proponent's suitability.
 - Each reference shall contain the following:
 - Name of the contact person.
 - Position of contact person held in the previous project
 - Phone number and email address
 - Project name/description/cost of project
 - **Section 7 - Cost Estimate:**
 - Provide the expected costs to complete the project.
 - The costs should be broken down by person, hours for each task listed in the methodology as per each Task.
 - Provide an upset level for the project.
 - **Section 8 - Insurance:**
 - Provide information that details the Proponent's ability to secure insurance that meet the requirements of the request for proposal.

6 SCOPE OF WORK

A change in how these waste streams are managed represents a significant change in the operating philosophy for the Township. The change to an IRM philosophy will most likely represent a significant investment of funds as well. The scope of work for this project will include several components. A detail breakdown of the key components will be listed further in this section.

The successful proponent will develop the business case for the implementation of the IRM philosophy based on gasification technology. This business case will look at current operating methodologies and proposed new ones for IRM. An IRM philosophy will be developed that looks at the cost of the philosophy verses current, impact on the environment, obstacles and opportunities for implementation.

Section 1 - Background Review

The scope of work of this Section is as follows:

- ❖ Review reports and business cases presented to or commissioned by the CRD that were undertaken during the Liquid Waste Master Plan implementation prior to 2018 for the implementation of IRM and gasification technology
- ❖ Review report supplied by the Township on potential sources of IRM from the Waste Water Treatment Plant
- ❖ Review cost of current operating methodologies and scope of work activities that create these costs
- ❖ Review current volumes created with each waste stream
- ❖ Review CRD bylaw(s) that have an impact on the implementation of IRM philosophy (i.e. CRD Bylaw on latent heat from CRD Trunk Mains)
- ❖ Review current initiatives being carried out by the CRD with respect to solid waste, kitchen scraps, yard and garden waste, heat recovery from waste water and bio solids
- ❖ Review CAIRP reports produced by the Township to understand current green house gas production and reduction goals

Section 2 – Development of IRM Philosophy

The scope of work of this Section is as follows:

- ❖ Determine if the current volumes of each waste stream will be a viable supply of feed stock for the proposed technology
- ❖ Determine a potential size of a treatment facility
- ❖ Determine potential locations (maximum of five) for a treatment facility
- ❖ Determine the cost for land purchase
- ❖ Determine the requirements for preparation of the waste stream for utilization for the proposed technology
- ❖ Provide a potential list of end users that could utilize the processed of waste streams
- ❖ Determine the Ministry of Environment's position on the Township's implementation of an IRM philosophy
- ❖ Determine the regulatory requirements that must be met the by the Township in order to implement an IRM philosophy

- ❖ Provide a review of how the IRM philosophy will be implemented
 - What are the potential changes to collection methodologies
 - Impact on carbon footprint for the Township (does it increase or reduce current footprint)
 - Return on investment
- ❖ Determine what markets exist for treated waste
- ❖ Provide a review and recommendation to how proposed technology will be managed along with discussions of pros and cons of Public/Private ownership of the proposed technology
- ❖ Provide order of magnitude costs for the various components of the IRM philosophy implementation
- ❖ Provide order of magnitude costs for operation and maintenance of the IRM philosophy implementation
- ❖ Review potential grant sources to undertake IRM philosophy
- ❖ Determine a time line for the completion of various sections of this Project
- ❖ Determine the impact this Project will have on Township's Budgetary Process and schedule

Section 3 – Discussion

The scope of work of this Section is as follows:

- ❖ Preparing a report that discusses the information learned in Section 1 and 2
- ❖ Preparing an open house presentation for providing information to the residents on Section 1 and 2
- ❖ Included in the open house presentation will be a section on recommendations/costs for implementing an IRM philosophy
- ❖ Gather public comments via electronic media/paper responses and open house to determine the public's concerns, support or non-support for the implementation of the IRM philosophy
- ❖ Prepare a report that summarizes the information learned in Section 1 and 2
- ❖ Report is to include information gathered from Public consultation processes
- ❖ Present the report to Council in conjunction with staff for discussion by Council

7 AVAILABLE INFORMATION

The following information is available to the Proponent:

- CRD reports on gasification technology
- Presentations made to the CRD on gasification technology
- Township report on IRM WWTP
- Annual operating costs for Township activities
- Annual tonnage for solid waste, kitchen scraps, yard/garden waste streams to 2014
- Flows volumes for CRD trunk mains
- Flows volumes for Township collection systems at tie in points to trunk mains
- Cadastral drawing of the Township (AutoCAD)
- CAIRP reports produced by the Township

Professional Services Contract

- Standard Contract for Services – Township of Esquimalt.

8 EVALUATION CRITERIA

The following criteria outlined below will be utilized in the evaluation of the Proposals.

- Cost of Project – 40 points
 - A budget of \$75,000 has been allocated to this project.
 - A base amount of 30 points will be assigned each proposal. If a Proponent demonstrates that they can complete the Work for a cost less than the base amount, a possible 10 additional points maybe assigned to the score.
 - If a Proponent is above the base amount, a possible three points maybe deducted from the score.
 - For Part 2 of the Proposal, a budgetary amount of \$100,000 will be assigned to each bid. The Proponent shall indicate whether this amount is sufficient to complete the work.
- Project Methodology and Task List – 25 points
- Experience and Capacity– 20 points
- Schedule – 10 points
- Past performance of Proponent– 5 points

9 GENERAL INSTRUCTIONS FOR THE PROPONENTS

The following instructions, terms and conditions apply to all Proposals related to this Request for Proposal.

9.1 The Corporation of The Township of Esquimalt expressly reserves rights to the following:

- 9.1.1 To accept any Proposal;
- 9.1.2 To reject any and/or all irregularities in the Proposal submitted;
- 9.1.3 To reject any and/or all Proposals;
- 9.1.4 To accept a Proposal that is not the lowest cost;
- 9.1.5 To make decisions with due regard to quality of service and experience, compliance with requirements and any other such factors as may be necessary in the circumstances;
- 9.1.6 To work with any Participant who's Proposal, in the opinion of the Management, is in the best interest of The Township;
- 9.1.7 To cancel or re-issue the RFP.

9.2 All Proposals must be submitted to the Engineering Department, on the 3rd floor of the Municipal Hall. Proposals are to be in one sealed envelope or appropriate packaging, containing THREE (3) copies, addressed to:

**Director of Engineering and Public Works
Corporation of the Township of Esquimalt
1229 Esquimalt Road
Esquimalt, British Columbia
V9A 3P1**

The name and address of the Proponent must appear on the outside of the packaging, the packaging must display the Request for Proposal title, due date and time.

October 31, 2019 2:00 P.M. local time

- 9.3 A Proposal will not be considered if it is deemed to be incomplete in any fashion or unsigned by the appropriate authority.
- 9.4 Any Proposal received after the hour and date specified will not be considered and will be returned unopened.
- 9.5 Telephoned, e-mailed and faxed Proposals will not be accepted.
- 9.6 Modification of a Proposal after RFP closing date will result in the return of the Proposal.
- 9.7 Any contract that may be entered into as a result of this Proposal will be subject to the laws of the Province of British Columbia.
- 9.8 It is the responsibility of the Proponent to thoroughly examine these documents and satisfy itself as to the full requirements of this RFP.
- 9.9 While The Township has used considerable effort to ensure an accurate representation of information in this RFP, the information contained herein is supplied solely as a guideline for Proponents. The information is not guaranteed to be accurate, nor is it necessarily comprehensive or exhaustive. The Township will assume no responsibility for any oral information or suggestion(s).
- 9.10 Proponents are solely responsible for their own expenses in preparing a response and for subsequent negotiations, if any. If The Township elects to reject all responses, The Township will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the response, loss of any anticipated profit in connection with any final contract, or any other matter whatsoever.
- 9.11 All documents, reports, proposal submissions, working papers or other materials submitted to The Township shall become the sole and exclusive property of The Township and as such, are subject to Freedom of Information Legislation. To request documentation confidentiality, proponents must submit a covering letter, with their proposal, detailing the specifics of their request.
- 9.12 Except as expressly and specifically permitted in these General Instructions to Proponents, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the RFP, and by submitting a proposal each Proponent shall be deemed to have agreed that it has no claim.
- 9.13 The Proponent warrants that the Proponent is not employed by The Township, nor is an immediate relative of such an employee, if the goods or services to be supplied under this Proposal are intended to be supplied to the department in which such employee works.

- 9.14 If the Proponent is a company, the Proponent warrants that none of its officers, directors or employees with authority to bind the company is an immediate relative of employees of The Township, if the goods or services to be supplied under this proposal are intended to be supplied to the department in which such employee works.
- 9.15 In this section "Immediate Relative" means a spouse, parent, child, brother, sister, brother-in-law, or sister-in-law or a municipal employee.
- 9.16 If any director, officer, employee, agent or other representative of a Proponent makes any representation or solicitation to any Mayor, Councillor, officer or employee of The Township with respect to the Proposal, whether before or after the submission of the Proposal, The Township shall be entitled to reject or not accept the Proposal.
- 9.17 The key personnel named in the Proponents RFP response, shall remain in these key positions throughout the project. In the event that key personnel leave the firm, or for any unknown reason are unable to continue fulfilling their role, the Proponent must propose a suitable replacement, and obtain written consent from The Township. Acceptance of the proposed replacement is at the sole discretion of The Township.
- 9.18 Any and all addendums to this RFP opportunity will be forwarded to all prospective Proponents. It is the sole responsibility of participants to ensure they have provided accurate contact information to receive all addendums prior to RFP closing.
- 9.19 Proponents responding to this competitive process agree to the terms and conditions of the Proposal opportunity as issued by The Township. Submissions shall not contain any alterations to the posted document other than entering data in the spaces provided or including attachments as necessary. Participants who alter the document as issued may be disqualified from this competition.
- 9.20 The Proponent shall indemnify and save harmless The Township and its officials, officers, employees and agents from any claim, lawsuit, liability, debt, demand, loss or judgment (including costs, defence expense and interest) whatsoever and howsoever arising either directly or indirectly as a result of the granting of this contract or the use of The Township's property or facilities.
- 9.21 The Proponent shall waive all rights or subrogation or recourse against The Township as a result of the granting of this contract or the use of The Township's property or facilities.
- 9.22 The Proponent shall indemnify and pay The Township promptly, on demand for any loss or damage to The Township's property and facilities arising either directly or indirectly as a result of the use of the property or facilities under the terms of this contract.
- 9.23 The successful proponent must possess an inter-municipal or non-resident business licence and will be required to provide evidence of same.
- 9.24 The Proponent must be registered and remain in good standing, throughout the terms of this contract with the WorkSafe BC and will be required to provide evidence of same.
- 9.25 INSURANCE
- 9.25.1 The Proponent shall, at their own expense, provide and maintain until the completion of the Project the following insurance in a form acceptable to The Township with an insurer licensed in British Columbia:

- | | |
|--|----------------|
| 9.25.1.1 Comprehensive General Liability Insurance | \$2,000,000.00 |
| 9.25.1.2 Professional Liability | \$1,000,000.00 |
- 9.25.2 The Proponent shall provide and maintain Comprehensive General Liability Insurance with a minimum limit of \$2,000,000 and Professional Liability with a minimum limit of \$1,000,000 inclusive per occurrence, for bodily injury, death and property damage. Such policy shall include:
- 9.25.2.1 The Township and its officers, employees, officials, agents, representatives and volunteers as Additional Insured
 - 9.25.2.2 Cross liability and a waiver of subrogation or recourse against The Township
 - 9.25.2.3 Thirty (30) days prior written notice of cancellation or reduction in coverage in favour of The Township, to be delivered by registered mail to the attention of the Risk Manager at the address of Municipal Hall.
- 9.25.3 The Proponent shall be responsible for any deductibles or reimbursement clauses within the policy.
- 9.25.4 The Proponent shall provide The Township with a Certificate of Insurance prior to the commencement of the Proponent programs and within two weeks of the expiry date of the policy to evidence renewal of the policy and continuous coverage.
- 9.25.5 The Township shall be under no obligation to verify that the coverage outlined in Clause 9.25.2 is adequate for the needs of the Proponent.
- 9.26 The successful Proponent will enter into a contract in the format as in the attached in Appendix D, including all conditions included in the RFP.
- 9.27 All Proposals shall be irrevocable to remain open for acceptance for at least (60) sixty days after closing time, whether or not another Proposal has been accepted.
- 9.28 BEST OFFER
- 9.28.1 The Township will notify the successful Proponent that its Proposal has been selected as the Best Offer.
 - 9.28.2 A contract is formed only when the owner issues a purchase order to the selected Proponent who has submitted the Best Offer.

APPENDIX A

PROFESSIONAL SERVICES AGREEMENT