



REQUEST FOR PROPOSALS

RFP TITLE: Residual Municipal Solid Waste Disposal Capacity Study

RFP NUMBER: RFP #24001

DATE ISSUED: June 17, 2024

CLOSING DATE: July 24, 2024 / 10:00 am (local time)



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PART A INTRODUCTION

A.1 RFP Overview

The Fraser Valley Regional District ("FVRD") is seeking proposals from qualified proponents ("Proponents") in response to this request for proposals ("RFP") for an analysis of disposal capacity of residual municipal solid waste generated from within the FVRD.

The FVRD consists of six municipalities (Abbotsford, Agassiz, Chilliwack, Harrison Hot Springs, Hope, and Mission) and eight electoral areas. The population of the FVRD is approximately 340,000, and is expected to grow to over 500,000 within the next 30 years.¹ The FVRD provides over 100 separate services within the region, including regional solid waste management planning. This municipal solid waste (MSW) function includes developing, updating, and implementing the region's Solid Waste Management Plan (SWMP).²

Under this SWMP, one of the key strategies is to 'address future waste disposal requirements', including the identification of future capacity issues. The primary landfills within the region include the Bailey Landfill, operated by the City of Chilliwack, the Mission Landfill, operated by the City of Mission, and the relatively small Chaumox Landfill, operated by the FVRD. There are also some landfills on First Nation reserve lands that have accepted municipal solid waste at times. In addition to these in-region landfills, residual MSW is also regularly sent for disposal out of the region, such as to the Roosevelt Regional Landfill in Washington State.

To help inform an update of the FVRD's Solid Waste Management Plan, the FVRD is seeking an analysis of current and projected disposal capacity of residual MSW from the region for all residual waste, as well as for each specific waste sector (i.e., single-family residential, multi-family residential, industrial commercial and institutional, and construction and demolition). While meeting all project objectives is required, the central questions the FVRD is seeking informed responses to include the following:

- How much residual municipal solid waste, by waste sector, is generated within the FVRD and sent for disposal each year?
- Where, and how much from each sector, is residual MSW from the region sent for disposal?
- How much disposal capacity remains in facilities where residual MSW that originates from within the FVRD is currently sent for disposal?
- When will new disposal capacity be required for residual MSW from the FVRD?

The information obtained through this study will provide the FVRD with a better understanding of the current and projected status of MSW disposal capacity and will help direct subsequent policies and plans on this matter.

¹ Fraser Valley Regional District (2023). Fraser Valley Future 2050 Regional Growth Strategy. <https://www.fvrd.ca/assets/About~the~FVRD/Documents/RGS/RGS%20Fraser%20Valley%20Future%202050.pdf>

² Fraser Valley Regional District (2016). Solid Waste Management Plan Update 2016-2026. <https://www.fvrd.ca/assets/Services/Documents/Garbage/SWMP.pdf>

PART B OBJECTIVES

B.1 Scope of Services

This project aims to gain a better understanding of disposal capacity for the region's residual municipal solid waste. The Proponent would be expected to include the following information, as well as any additional analysis or perspectives considered relevant and significant by the Proponent in order to meet the project objectives and to provide a fulsome and informed response to the key research questions identified:

1. Provide information on all MSW disposal facilities within the FVRD, including any active or temporarily inactive landfills on First Nation reserve lands, where residual MSW that is generated from within the FVRD or is transported into the FVRD, is sent for disposal.

For each facility, information should include, but not be limited to, the following:

- Current status,
 - Owner/operator,
 - Tipping fees,
 - Material bans in place at the facility (if any),
 - Amount of residual MSW, by sector, generated from within the FVRD that is sent to the facility,
 - Where the residual MSW originated (i.e., which municipality or electoral area within the FVRD it came from),
 - Amount of residual MSW, by waste sector, generated from outside the FVRD that is sent to the facility, and where it originated from,
 - Annual disposal capacity of the facility,
 - Anticipated closure period for the facility,
 - Opportunities or plans for future facility expansion to increase disposal capacity,
 - Potential limitations or access challenges (e.g., current road design preventing certain vehicle types from entering the site),
 - Other information on the MSW disposal facilities that may be considered useful or relevant for the purposes of this study.
2. Provide an analysis of MSW disposal facilities outside of the FVRD where residual MSW from the FVRD is being sent, or could be sent. This should include MSW that is either generated from within the FVRD or MSW that is transported into the FVRD temporarily before being ultimately sent for disposal outside of the FVRD.

Facilities to consider should include, but not be limited to, the following:

- the Roosevelt Regional Landfill (Washington State),
- the Columbia Ridge Landfill (Oregon),
- the Campbell Hill Landfill (Cache Creek),
- disposal facilities within Metro Vancouver,
- hazardous waste disposal sites in Alberta, and
- other possible disposal facilities considered relevant for the purposes of this study.

For each facility, information should include, but not be limited to, the following:

- Current status,
- Owner/operator,
- Tipping fees,
- Material bans in place at the facility (if any),
- Amount of residual MSW, by sector, generated from within the FVRD that is sent to the facility,
- Information on the municipality or electoral area within the FVRD the residual MSW sent to the facility originated,
- Amount of residual MSW, by sector, generated from outside the FVRD that is sent to the facility,
- Information on where the residual MSW that was generated outside the FVRD originated,
- Annual disposal capacity of the facility,
- Anticipated closure period for the facility,
- Opportunities or plans for future facility expansion to increase disposal capacity,
- Potential limitations or barriers that could prevent the facility in the future from accepting residual MSW from the FVRD,
- Other information on the MSW disposal facilities that may be considered useful or relevant for the purposes of this study.
- Are there new landfills being proposed or constructed outside of the FVRD that could potentially receive residual MSW from the FVRD?

3. Quantification of residual MSW from the FVRD:

- Provide an estimate of how much residual municipal solid waste is generated from within the FVRD each year that is sent for disposal. Provide a breakdown of this residual MSW by sector (e.g., single-family residential, multifamily, construction and demolition, self-haul, and industrial, commercial and institutional), where it originated, and where it is ultimately sent for disposal.
- Provide an estimate of how much residual MSW is generated from outside the boundaries of the FVRD that is imported into the FVRD. Provide a breakdown of this residual MSW by sector, where it originated from, and where it is ultimately sent for disposal.
- Considering population projections and trends, provide a forecast of how much residual MSW will be generated from within the FVRD requiring disposal in 10, 25, and 50 years.

4. Risk assessment for disposal facilities receiving residual MSW from the FVRD:

- In addition to capacity, what other conditions could occur that may prevent or disrupt the ability of disposal facilities to continue receiving residual MSW generated from within the FVRD?
- Identify existing or potential risks that could prevent permanent or temporary access to, or use of, the disposal sites identified in steps 1 and 2 above and represent either short- or long-term disruptions to disposal. Examples of scenarios to be considered include, but not be

limited to, policies of the region where the disposal site is located that could limit continued acceptance of residual MSW from the FVRD, change in regulatory regimes domestically or internationally, possible weather events or natural disasters that could limit access to disposal facilities, etc. Include within the assessment the potential risk of escalating tipping fees at disposal facilities as they may near disposal capacity and the significance of this as a potential barrier to access.

- For each scenario identified, assess risk, feasibility, contingency plans to consider, and opportunities (if any) to mitigate or avoid.

5. Disposal capacity assessment:

- Given the status of each disposal facility, future forecasts of residual MSW volumes from the FVRD, and possible policy or other limitations identified that could restrict these facilities from continuing to take residual MSW from the FVRD, provide an analysis of overall regional disposal capacity for residual MSW from the FVRD.
- Identify important gaps in data related to this assessment and provide recommendations on addressing those gaps, if needed.
- Provide recommendations for the FVRD to consider with regards to landfill disposal capacity.

An interim report and a final report are to be submitted as key deliverables for this project, as well as a presentation made to staff to review project results.

B.2 Timeline

The proposed deadlines for key aspects of this RFP are as follows (as may be amended by the FVRD at its discretion):

ITEM	DESCRIPTION	EXPECTED COMPLETION DATE
1	Closing date of RFP	July 24, 2024
2	Selection of proponent	August 13, 2024
3	Interim report submitted to FVRD	October 16, 2024
4	Draft report submitted to FVRD	November 25, 2024
5	Final report and presentation provided to FVRD	December 15, 2024

PART C INSTRUCTIONS AND INFORMATION FOR PROPONENTS

C.1 Closing Date and Location

Proposals must be received by 10:00 a.m. on July 24, 2024 ("**Closing**") at the following address:

Fraser Valley Regional District
1-45950 Cheam Avenue
Chilliwack, BC V2P 1N6
Attention:Carolynn Pegura
Email: environment@fvrd.ca

The time for Closing will be conclusively deemed to be the time shown on the clock used by the FVRD for this purpose.

C.2 Form of Proposal Submissions

Electronic proposals only: Proponents are requested to submit their proposal ("proposal") through email in Adobe PDF format on or before the submission deadline to the email address listed in C.1. It is the Proponent's responsibility to ensure the FVRD has received their submission.

C.3 Mandatory Requirements

Proponents must include in their proposals, the following information:

- (i) Detailed project description including the approach and timeline;
- (ii) Completed and signed Form of Proposal set out in Schedule A;
- (iii) Proponent's Experience - list of completed or current work requiring services comparable to the services sought in this RFP, including a brief description of the work, approximate contract value, and references for each work that the FVRD may contact, as set out in Schedule B;
- (iv) Costs - details costs for the Proponents provision of the Services in Canadian Dollars, inclusive of all costs, expenses and charges, but exclusive of GST and Provincial Sales Tax; and,
- (v) Sufficient detail to allow the FVRD to determine the Proponent's qualifications and capability to satisfy project objectives, such as details of the Proponent's team, their roles and responsibilities and reporting relationships, understanding of the Project, and proposed work plan for carrying out the Services.

C.4 Enquiries

All enquiries and notices related to this RFP, including any requests for information and clarification, are to be directed in writing to the contact person ("**Contact Person**") indicated below.

Contact Person: Carolynn Lane
Address: 1 - 45950 Cheam Avenue
Chilliwack, BC V2P 1N6
Email: clane@fvrd.ca
Phone: (604) 702-5067

Enquiries and responses will be recorded and may be distributed to all Proponents at the discretion of the FVRD. Clarifications, comments, revisions or any other information regarding this RFP obtained by a Proponent from any source other than from the Contact Person is not authorized and should not be relied upon.

PART D TERMS AND CONDITIONS OF RFP

D.1 General

The terms and conditions in this PART D will apply to this RFP. Submission of a Proposal in response to this RFP indicates acceptance of all the terms and conditions contained herein and included in any addenda issued by the FVRD for this RFP. Proposals that contain provisos that contradict or alter any of the terms and conditions of this RFP will be disregarded and deemed to have not been written in the Proposal. Proposals will be open for acceptance by the FVRD for at least 90 days after the date of Closing.

D.2 Addendum

All subsequent information regarding this RFP including changes made to this document will be posted on BC Bid. It is solely the responsibility of the Proponents to check BC Bid from time to time to ensure that they have all amendments to this RFP in the form of addenda and to ensure that they have obtained, read, and understood the entire RFP including all addenda that may have been issued prior to Closing.

D.3 Evaluation and Selection Method

The evaluation of the RFP will be conducted by a committee formed by the FVRD and may include, at the FVRD's sole discretion, employees, consultants and contractors. Proposals will be evaluated based on the overall best value to the FVRD based on quality, service, past performance, price and any other criteria set out herein including, but not limited to:

- (i) Financial terms including but not limited to total proposal cost, hourly rates, and disbursements,
- (ii) Completeness and clarity of the proposal, including proposed methodology and demonstrated understanding of the project objectives,
- (iii) Experience involving similar projects and qualifications of the Proponent to provide services,
- (iv) Any additional value-added components for delivery of the service such as environmental performance, customer service, or corporate social responsibility, and
- (v) References.

D.4 Acceptance and Rejection of Proposals

This RFP shall not be construed as an agreement to purchase goods or services. The FVRD is not obligated to enter into an Agreement (defined herein) with the Proponent who submits the lowest priced Proposal or with any Proponent.

D.5 Late Proposals

Proposals will be marked with their receipt time at the Closing Location. Only complete Proposals received and marked by the Closing time will be considered to have been received on time. Late proposals will not be considered or evaluated and may be returned to the Proponent.

D.6 Amendment or Withdrawal of Proposals

Proponents may amend or withdraw their Proposal in writing any time prior to Closing. Upon Closing, all Proposals become irrevocable in accordance with section D.5. The FVRD will be under no obligation to receive further information after Closing, whether written or verbal, from any Proponent.

D.7 FVRD's Rights and Reservations

The FVRD reserves the right to:

- (i) reject any or all Proposals,
- (i) reject any Proposal that is incomplete, that contains erasures or corrections that is not signed by an authorized signatory of the Proponent or that fails to comply with the mandatory requirements of this RFP,
- (ii) in the event that only one proposal is submitted, to return the Proposal unopened,
- (iii) modify the terms of this RFP at any time in the FVRD's sole discretion,
- (iv) to require clarification of the information set out by one or more of the Proponents in respect of the Proposals submitted, and
- (v) communicate with, meet with or negotiate with any one or more of the Proponents respecting their Proposals or any aspect of the proposed work.

D.8 Cancellation of RFP

FVRD may cancel this RFP at any time prior to or after Closing. In the event the FVRD cancels this RFP, the FVRD shall have the right to seek to procure the same services or similar services at any time through any means FVRD deems appropriate. No Proponent shall acquire any rights or interests in any subsequent procurement process undertaken by the FVRD.

D.9 Waiver of Non-Compliance

The FVRD may waive any non-compliance with the RFP and may elect to retain for consideration Proposals which are non-conforming, which do not contain the content or form requested by this RFP or which have not strictly complied with the process for submission set out herein.

D.10 Proponent's Costs

Each Proponent is solely responsible for its own costs and expenses associated with its participation in this RFP, including but not limited to, conducting investigations, attending briefings, preparing and delivering its Proposal, communicating with the Contact Person prior to Closing and during Proposal evaluation, and for any subsequent processes or negotiations with the FVRD that may occur.

D.11 Limitation of Liability

By submitting a proposal, each Proponent irrevocably agrees that the FVRD shall not be liable to any Proponent or any person whatsoever, for any claims of any nature (in contract, in tort, or otherwise), for any costs, expenses, compensation, damages, or anything whatsoever, including without limitation, costs and expenses associated with the Proponent's preparation and submission of their Proposal, their participation in this RFP,

for loss of revenue, opportunity or anticipated profit, arising in connection with its Proposal, this RFP, any subsequent processes or opportunity, any contract, or any matter whatsoever.

D.12 Negotiation

The FVRD reserves the right to negotiate with the preferred Proponent, or any Proponent, on any details, including changes to specifications and price. If specifications require significant modification, all Proponents shall have the opportunity to adjust their Proposals or re-submit altogether, as determined by the FVRD in its sole discretion.

D.13 Errors and Omissions

While the FVRD has used considerable efforts to ensure information in this RFP and otherwise provided directly in association with this RFP is accurate, the information is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the FVRD, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Proponents from the responsibility for conducting their own investigation and forming their own opinions with respect to the subject matter of this RFP.

D.14 Conflict of Interest

Proponents shall disclose any potential conflict of interest and existing business relationship they may have with the FVRD, its elected or appointed officials or employees.

D.15 Confidentiality

All Proposals become the property of the FVRD and will not be returned to the Proponents, except as expressly provided for herein. All Proposals will be held in confidence by the FVRD unless disclosure is otherwise required by law.

D.16 No Lobbying

Proponents and their agents are not permitted to contact any member of the FVRD Council or staff with respect to this RFP, except as expressly provided for herein. Proponents will not offer entertainment, gifts, gratuities, discounts, or special services, regardless of value, to any employee or elected official of the FVRD. The FVRD reserves the right to disqualify any Proponent from participation in this RFP that acts in contravention of this requirement.

D.17 Contract Award

This RFP should not be construed as an agreement to purchase goods or services. By submitting a Proposal, the Proponent agrees that should it be identified as the preferred Proponent, it will enter into negotiations, if required, for the purpose of concluding a Contract.

If a written Contract cannot be negotiated and executed by both parties within 90 days of notification of the successful Proponent, or such longer period as the parties may mutually agree, the FVRD may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent, enter into negotiations with any other Proponent or terminate the RFP process and not enter into a Contract with any of the Proponents.

At its sole discretion, the FVRD may divide any Contract for goods or services between two or more proponents.

D.18 Definition of Contract

Notice in writing to a Proponent that it has been identified as the preferred Proponent and the subsequent full execution of a written contract will constitute a contract for the goods and/or services contemplated by this RFP, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the preferred Proponent and the FVRD have both executed a written Contract.

D.19 Form of Contract

The Contract will comprise a form of written agreement based on the FVRD's standard form document, as may be amended by mutually agreed supplementary conditions.

SCHEDULE A | FORM OF PROPOSAL

Name: _____

Address: _____

Name and title of Representative: _____

Telephone: _____ Email: _____

Form of Business Organization

Sole Proprietorship

Partnership Date of Establishment _____

Corporation Date of Incorporation _____ Business No. _____

We hereby offer to perform the Services required by this RFP for the stipulated price of:

Proposed Price for Goods/Services	\$ _____
Plus G.S.T.	\$ _____
TOTAL	\$ _____

I/We the undersigned authorized representatives of the Proponent, having received and carefully reviewed the RFP, including without limitation, the General Conditions and Specifications (if any), submit this Proposal in response the RFP.

Dated this ____ day of _____, 2024.

Signature of Authorized Signatory

Signature of Authorized Signatory

Name & Title/Position:

Name & Title/Position:

SCHEDULE B | PROPONENT'S EXPERIENCE

Proponent Name: _____

Experience:

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

(incl. telephone/email)

Experience:

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

(incl. telephone/email)

Experience:

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

(incl. telephone/email)