



**REGIONAL DISTRICT  
of Fraser-Fort George**

**REQUEST FOR PROPOSALS  
ES-20-01**

**Emergency Response Plans for Solid Waste Facilities**



**Closing Date: Thursday, February 13, 2020 at 2:00pm**

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**REQUEST FOR PROPOSALS - ES-20-01**  
**Emergency Response Plans for Solid Waste Facilities****1.0 INTRODUCTION AND BACKGROUND**

The Regional District of Fraser-Fort George (Regional District) is inviting proposals from qualified firms with experience in rural and northern demographics to provide consulting services for the preparation of Emergency Response Plans which will include full Fire Safety Plans and associated Safety Procedures for the Foothills Boulevard Regional Landfill, Compost Facility, Landfill Gas Facilities and both the Mackenzie Regional Transfer Station and the Mackenzie Demolition and Construction Waste Landfill.

Currently the Regional District does not have an Emergency Response Plan or Fire Safety Plan for any of its solid waste facilities including compost and landfill gas operations. Within the Regional District there are 18 transfer stations and 3 landfills with most of the waste received at these sites being transferred to Foothills Boulevard Regional Landfill. In 2018, 73,000 tonnes of waste was landfilled at the Foothills Boulevard Regional Landfill. The Foothills Boulevard Regional Landfill is authorized by the Operation Certificate issued by the BC Ministry of Environment and Climate Change Strategy pursuant to the BC *Environmental Management Act* and the *Regional Solid Waste Management Plan*.

The Regional District website ([www.rdffg.bc.ca](http://www.rdffg.bc.ca)) provides additional information concerning its services.

**2.0 INVITATION AND INSTRUCTIONS**

The Regional District of Fraser-Fort George invites proposals for the preparation of Emergency Response Plans which will include Fire Safety Plans and associated Safety Procedures for the Foothills Boulevard Regional Landfill, Compost Facility, Landfill Gas Facilities, and both the Mackenzie Regional Transfer Station and the Mackenzie Demolition and Construction Waste Landfill.

**2.1 Request for Proposal Documents**

RFP Documents may be obtained on or after Tuesday, January 21, 2020:

- a) in a PDF (public document format) file format from the Regional District's website at [www.rdffg.bc.ca](http://www.rdffg.bc.ca);
- b) on the BC Bid® website at [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca);
- c) in hard copy from the Regional District Service Centre, 155 George Street, Prince George, BC between 8:00 a.m. and 5:00 p.m., Monday to Friday, excluding statutory holidays.

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

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

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

**All questions relating to this project must be directed to the Project Manager:**

Darwin Paton, Environmental Services Technician  
Regional District of Fraser-Fort George  
155 George St, Prince George, BC V2L 1P8  
Telephone: 250-960-4400 Email: [dpaton@rdffg.bc.ca](mailto:dpaton@rdffg.bc.ca)

2.2 Proposal Submissions

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

Sealed proposals will be received by the General Manager of Financial Services, at the Regional District of Fraser-Fort George, up to **2:00 p.m. local time on Thursday, February 13, 2020**.

Proposals submitted by fax, electronically, or not in the original Regional District format will **NOT** be accepted. Any proposal received after the closing date and time (2:00 p.m. local time, Thursday, February 13, 2020) will be considered disqualified and will be returned to the proponent.

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

1. Attention: General Manager of Financial Services  
Regional District of Fraser-Fort George  
3<sup>rd</sup> Floor, 155 George Street  
Prince George, BC V2L 1P8
2. Request for Proposals, ES-20-01  
Emergency Response Plans for Solid Waste Facilities
3. Responding Proponent's name and address.

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, which result from the preparation or submission of documents pertaining to this proposal call.** The accuracy and completeness of the proposal is the proponent's responsibility. Should errors be discovered, they will be corrected by the consultant at their expense.

The proponents will be competent and capable of performing the work. The proponent may be required to provide evidence of previous experience and financial responsibility before a contract is awarded.

2.3 Acknowledgement Letter

Upon receipt of this RFP, a potential proponent is requested to complete and sign the Acknowledgement Letter and email the signed Acknowledgement Letter to the attention of Darwin Paton, Environmental Services Technician, at [dpaton@rdffg.bc.ca](mailto:dpaton@rdffg.bc.ca) or fax to 250-562-8676.

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, addenda, or answers to questions and 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 amendment or addendum to this RFP.**

#### 2.4 Regional District's Right to Reject Proposal

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

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

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

The Regional District reserves the discretion to reject any proposal where:

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

When submitting a proposal, the Proponent is required to complete, sign, and include with their proposal a Conflict of Interest Disclosure Statement (see page 15).

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

### **3.0 PURPOSE**

The Regional District intends to engage an experienced and qualified consultant to prepare Emergency Response Plans which will include full Fire Safety Plans and associated safety procedures for the previously mentioned sites. The plans will be comprehensive in design and compliant with current regulations and safety guidelines.

The desired completion date for the submittal of all information and materials related to this project in final form is October 1, 2020.

#### 4.0 PROPOSAL FORMAT

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

- a) Title Page – including Request for Proposal title and number, proponent’s name and address, telephone number, fax number, email address and contract representative.
- b) One-page letter of introduction signed by the person or persons authorized to sign on behalf of the proponent which will bind the proponent to statements made in the proposal.
- c) Table of Contents including page numbers.
- d) An Executive Summary of the key features of the proposal.
- e) The body of the proposal, including the qualifications, work plan, financial proposal, references and schedule.
- f) Additional information that a proponent may choose to provide that benefits the Regional District.
- g) Completed Conflict of Interest Disclosure Statement
- h) Addenda and/or Amendments- if any, issued for this RFP. Each amendment and addendum must be signed by the Proponent and included with the proposal and will form part of the proposal and contract documents.

#### 5.0 EVALUATION OF PROPOSALS

The proposals will be evaluated on merit. Consideration will include the proposed budget, timeline, professional qualifications, references, general experience, rural and remote northern climate experience, local knowledge, Emergency Response and Fire Safety Plan and Procedures concept and quality of proposal. The proposal submission should be clear, concise and complete. The Regional District shall be the sole judge of a proposal and its decision shall be final.

***Evaluation Criteria:***

Consultant Qualifications, References & Experience	20 points
Work plan, Methodology, and Schedule	40 points
Price	30 points
Quality of Proposal including format	<u>10 points</u>
Total	100 points

#### 6.0 CONTRACT

##### 6.1 Sample Service Agreement

The form of contract will be similar in form to the sample SERVICE AGREEMENT (see page 17) and will include this RFP, Schedule of Prices, all appendices, amendments and signed addenda, as well as the successful proponent’s submission and acknowledgment letter.

##### 6.2 Award of Contract

A Contract is expected to be awarded no later than Thursday, March 19, 2020. All proponents will be advised, in writing, as to the award of the Contract.

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

The Regional District intends to award this Contract to the proponent who most closely meets the conditions and specifications herein for the best value.

### 6.3 Notice of Award

The successful proponent will be notified of acceptance of its proposal by notification in writing delivered to the address on the proposal. No other communication will constitute acceptance of any proposal

### Timeline

January 21, 2020	Proposal documents available
February 13, 2020	Proposal opening and analysis at the Regional District
March 19, 2020	Recommendation to Board of proponent submissions and awarding
March 26, 2020	Contract start date

### 6.4 Contract Duration

This Contract will commence on March 26, 2020, with the Regional District's acceptance of the successful proponent's proposal and conclude on October 1, 2020.

### 6.5 Laws of British Columbia

Any service agreement resulting from this RFP will be governed by, and will be construed and interpreted in accordance with, all laws in effect in the Province of British Columbia. These include but are not limited to:

- Occupational Health and Safety Regulations
- BC Fire Code
- Environmental Management Act
- Contaminated Sites Regulations
- Landfill Criteria for Municipal Solid Waste

## **7.0 INSURANCE, WORKSAFE, INDEMNITY**

### 7.1 Insurance

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

- a. Commercial General Liability (CGL), written on an occurrence-based form, 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 Regional District is to be added as an additional insured. Such CGL coverage shall include the following liability extensions: Contingent Employers Liability, Cross Liability Cover,

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

- b. Automobile Liability on all vehicles owned, operated, or licensed in the name of the Consultant in an amount not less than \$2,000,000 **subject to the Consultant requiring a vehicle for use of the contract.**
- c. Non-owned Automobile Liability insurance in an amount not less than \$2,000,000 per occurrence.

## 7.2 WorkSafeBC

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

Prior to undertaking any of the Work in this Service Agreement, the consultant will provide the Regional District with a Clearance Letter confirming they are in good standing with WorkSafeBC and will pay and keep current all assessments required by WorkSafeBC in relation to the Service Agreement amount.

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

The consultant will maintain an Occupational Health and Safety Plan (OHSP) and ensure that their employees and Sub-Service Providers are well trained and aware of OHSP.

## 7.3 Indemnity

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

## 8.0 **SCOPE OF WORK**

The successful proponent will provide a strategy and methodology to undertake the development of detailed Emergency Response Plans which will include full Fire Safety Plans and associated Safety Procedures for Foothills Boulevard Regional Landfill, Compost Facility, Landfill Gas Facilities, and the Mackenzie Regional Transfer Station and Mackenzie Demolition and Construction Waste Landfill. The plans and procedures shall meet current BC Fire Code, WorkSafe BC OHS Regulations, Contaminated Sites Regulations, and all applicable Local Regulations.



At a minimum, the scope of work for this project includes but is not limited to:

- Information Review
- Comparison of other neighbouring rural regional districts Emergency Response and Fire Safety Plans and Procedures for baseline efficiencies in response and containment for solid waste facilities
- Site visit to the Foothills Boulevard Regional Landfill
- Site visit to both the Mackenzie Regional Transfer Station and the Mackenzie Demolition and Construction Waste Landfill
- Preparation of drafts for review and final documents of the following:
  - Emergency Response Plan which will include a full Fire Safety Plan for the Foothills Boulevard Regional Landfill, Compost Facility and Landfill Gas Facilities
  - Safety Procedures resulting from the plans for the Foothills Boulevard Regional Landfill, Compost Facility and Landfill Gas Facilities
  - Emergency Response Plan which include a full Fire Safety Plan for the Mackenzie Regional Transfer Station and the Mackenzie Demolition and Construction Waste Landfill
  - Safety Procedures resulting from both plans for the Mackenzie Regional Transfer Station and the Mackenzie Demolition and Construction Waste Landfill
- Collaboration with Emergency Response Personnel and the Regional District in both Prince George and Mackenzie to help develop the plans and procedures
- Consideration of seasonal challenges regarding Emergency Response Plans and Fire Safety Plans and associated Safety Procedures for all facilities

#### 8.1 Information Review

The Regional District will make the following documents available to the successful proponent.

- Foothills Boulevard Regional Landfill Operational Certificate MR-01697
- Mackenzie Demolition and Construction Waste Landfill Operational Certificate 100206
- Draft Mackenzie Regional Transfer Station Operational Certificate
- Landfill Gas Management Facilities Design Plan
- Integrated Landfill Management Plan 2010
- Draft Compost Operations Manual
- Draft Emergency Response Landfill Gas Procedures
- Draft Emergency Response Procedures

These documents are property of the Regional District and the successful proponent will return these documents to the Regional District at the conclusion of the project.

## 9.0 **PROPOSERS INFORMATION**

### 9.1 Qualifications and Experience

Only consultants with similar and relevant experience will be considered for this project. The consultant agrees that personnel employed by them will be listed in the proposal and further agrees that any changes or additions made to this list will be made in writing to the Regional District. The consultant agrees that the sub-consultants employed by them will be listed and further agrees that no changes or additions will be made to their list without the written approval of the Regional District. Consultants will only submit the personnel that will be assigned to the project for consideration and all personnel listed on the project team will have their project role, and curriculum vitae included.

The consultant must include a statement of qualifications and relevant experience in support of the proposal. The consultant should have experience in the following areas:

- Landfill and Transfer Station Operations Plans in similar scale, rural settings and in northern demographics
- Landfill fire prevention, preplanning and emergency response.
- Preparation of Emergency Response Plans and procedures for industrial facilities
- Preparation of Fire Safety Plans and procedures for industrial facilities
- Hazardous materials handling and asbestos operations
- Rural and remote environments
- Explosive gases
- Windrow Compost Operations

#### 9.2 Occupational Health and Safety

The consultant will be required to comply with the Workers Compensation Act (see section 7.2). The consultant will ensure that their workers are supervised and well trained.

Prior to commencing work, the successful consultant will be required to supply a copy of their Health and Safety Plan to the Regional District.

#### 9.3 References

The proponent must include a minimum of three references for projects of a similar nature complete with contact information in the proposal. A brief description of the projects completed for each reference should be provided.

#### 9.4 Professional Responsibility

Only qualified and experienced consultants with experience in Emergency Response Plan and Fire Safety Plan creation in northern and rural environments will be considered for this project.

### **10.0 FINANCIAL PROPOSAL**

The proponent must specify in the proposal, the fees required to satisfy the terms of reference for the project, the work plan and methodology. The proponent must clearly identify and detail all costs. The various stages of the work plan should be costed separately, with taxes and disbursements clearly identified.

#### 10.1 Terms of Payment

The Regional District shall pay to the Consultant, within thirty (30) days of receipt of an invoice from the Consultant, the amount owing for the Services performed to the date of the invoice. A Purchase Order will be issued and must be recorded on the invoice from the Consultant.

Where the Regional District has established a milestone date for the performance or completion of certain Services, and the Consultant has not completed the Services in accordance with the milestone date, then the Regional District shall not be obligated to pay the Consultant under this section until the Consultant has completed the milestone event.

Where the Regional District is not satisfied with the Services provided by the Consultant, the Regional District may suspend payment in an amount sufficient to protect itself against loss on account of the failure to provide the Services or claims against the Regional District by other persons.

## 10.2 Cost Control Measures

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

## 11.0 **WORK PLAN AND SCHEDULE**

The proponent will provide a detailed description of the proposed work to be undertaken and the way it will be undertaken. Sufficient detail should be presented to show a clear understanding of the work and proposed approach. A schedule should accompany the work description showing the expected sequence of tasks and resource requirements for the proponent and the Regional District of Fraser-Fort George.

The date for draft plans for this project is June 1, 2020.

The date for draft procedures for this project is August 1, 2020.

The completion date for this project is October 1, 2020.

## 12.0 **DOCUMENTS**

The successful proponent will be required to provide all documents related to the project to the Regional District in hard copy and an electronic format. All text documents will be in a Microsoft Word format and in a PDF format. All table and or charts will be in Microsoft Excel and in PDF format. The successful proponent may, however, retain one copy of all documents produced for the Regional District during the project.

## 13.0 **PROJECT MANAGER**

All questions concerning RFP ES-20-01, Emergency Response Plans for Solid Waste Facilities, are to be directed to the Project Manager.

Darwin Paton, Environmental Services Technician  
Regional District of Fraser-Fort George  
Telephone: 250-960-4400  
Fax: 250-562-8676    Email: [dpaton@rdffg.bc.ca](mailto:dpaton@rdffg.bc.ca)

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

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

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

**15.0 CONFIDENTIALITY**

In accordance with the *Freedom of Information and Protection of Privacy Act*, the proponents will treat as confidential and will not, without prior written consent of the Regional District, publish, release, or disclose, or permit to be published, released, or disclosed, any information supplied to, obtained by, or which comes to the knowledge of the proponents as a result of this Contract except insofar as such publication, release or disclosure is necessary to enable the proponent to fulfill their obligation under this Contract, or by the laws of British Columbia.

**16.0 RIGHTS OF WAIVER**

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

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**ACKNOWLEDGEMENT LETTER**

The undersigned has received a full set of RFP ES-20-01 Emergency Response Plans for Solid Waste Facilities.

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Authorized Signatory Signature

---

Name of Proponent

---

Name (Please print)

---

Address

---

Title

---

City, Province, Postal Code

---

Phone Number

---

Email

---

Date

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

Please return immediately by email to:

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

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

**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

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Email

**CONFLICT OF INTEREST DISCLOSURE STATEMENT**

**PROCUREMENT PROCESS**  
ES-20-01 Emergency Response Plans for Solid Waste Facilities

Bidder Name: \_\_\_\_\_

The Bidder, including its officers, employees, and any person or other entity working on behalf of or in conjunction with, the Bidder 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 Bidder 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

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

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

**LIST OF SUB-CONTRACTORS**

The Contractor agrees that the Sub-contractors employed by them will be as listed below and further agrees that no changes or additions will be made to their list without the written approval of the Regional District.

<b>Name of Sub-Contractor</b>	<b>Address of Sub-Contractor</b>	<b>Work to Be Performed by Sub-Contractor</b>



## **SERVICE AGREEMENT**

ES-20-01  
Emergency Response Plans for Solid Waste Facilities

BETWEEN:

**REGIONAL DISTRICT OF FRASER-FORT GEORGE**, a local government incorporated pursuant to the *Local Government Act* and having its business office located at:  
155 George Street  
Prince George, BC V2L 1P8

(hereinafter called "the Regional District")

AND:

**CONSULTANT**  
a company duly incorporated under the laws of British Columbia and having a place of business at:  
address  
address, pc

(hereinafter called the "Consultant")

OF THE FIRST PART

OF THE SECOND PART

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

### **1. TERM AND TERMINATION**

The term of this Agreement shall commence as of the day and year first written below, and shall continue in effect until terminated by either party as provided herein. Either party may terminate this Agreement at any time, with or without cause, by providing not less than thirty (30) business days advance written notice to the other party. The Consultant or the Regional District may terminate this Agreement immediately in writing if either party becomes insolvent, enters bankruptcy, receivership, or other like proceeding (voluntary or involuntary) or makes an assignment for the benefit of creditors.

This agreement is to be completed by October 1, 2020.

### **2. SCOPE OF SERVICES**

The Regional District requires Services that may include, but are not limited to, the following: information review, development of programs and procedures, coordination of stakeholder and public consultation, formation of committees, data analysis and compilation of written reports as detailed in the request for proposal ES-20-01 and your submitted proposal for the Emergency Response Plans for Solid Waste Facilities to be completed by October 1, 2020.

The Consultant must not commence any Work until the Regional District has issued a Purchase Order.

### **3. NOTICE OF DEFAULT**

If the Consultant is in default of the performance of any of its material obligations set out in this Agreement, then the Regional District may, by written notice to the Consultant, require such default to be corrected. If within fifteen (15) days' receipt of such notice the default has not been corrected or reasonable steps, as determined

by the Regional District in its sole discretion, have not been taken to correct the default, the Regional District without limiting any other right it may have, may immediately terminate this Agreement.

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

#### **4. CONTRACT PRICE**

The Consultant will be compensated to a maximum of \$XXXXX.XX for its Services.

The Regional District shall pay to the Consultant, within thirty (30) days of receipt of an invoice from the Consultant, the amount owing for the Services performed to the date of the invoice. A Purchase Order will be issued and must be recorded on the invoice from the Consultant.

Where the Regional District has established a milestone date for the performance or completion of certain Services, and the Consultant has not completed the Services in accordance with the milestone date, then the Regional District shall not be obligated to pay the Consultant under this section until the Consultant has completed the milestone event.

Where the Regional District is not satisfied with the Services provided by the Consultant, the Regional District may suspend payment in an amount sufficient to protect itself against loss on account of the failure to provide the Services or claims against the Regional District by other persons.

#### **5. STANDARD OF CARE**

The Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by other members of the Consultant's profession currently practicing in the same locality under similar conditions.

#### **6. INDEPENDENT CONTRACTOR**

The Consultant shall be fully independent and shall not act as an agent or employee of the Regional District. The Consultant shall be solely responsible for its employees, and any subcontracts the Consultant lets, and for their compensation, benefits, contributions, and taxes, if any.

#### **7. INSURANCE**

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

1. Commercial General Liability (CGL), written on an occurrence based form, 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 Regional District is to be added as an additional insured. Such CGL coverage shall include the following liability extensions: Contingent Employers Liability, Cross Liability Cover, Broad Form Products & Completed Obligations, Personal Injury, Blanket Contractual, and Cross Liability.
2. Automobile Liability on all vehicles owned, operated, or licensed in the name of the Consultant in an amount not less than \$2,000,000 **subject to the Consultant requiring a vehicle for use of the contract.**

3. Non-owned Automobile Liability insurance in an amount not less than \$2,000,000 per occurrence

## **8. WORKSAFEBC**

The Consultant shall abide by all provisions of the *Workers Compensation Act* and its regulations and may be required to sign a WorkSafeBC Safety Covenant in the form provided by the Regional District. The Consultant must be a registrant in good standing at all times with WorkSafeBC for the duration of the Contract. Prior to receiving any payment, the Consultant may be required to submit a WorkSafeBC Clearance letter confirming all assessments have been paid and the Consultant is in good standing.

## **9. INDEMNITY**

The Consultant shall release, indemnify, defend and save harmless the Regional District, its officers, employees, servants and agents of and from all claims, costs, losses, damages, actions, classes of action, expenses and costs arising out of or relating to the Consultant's breach of this Agreement or the negligent acts or omissions of the Consultant or its employees, contractors or agents.

## **10. CHANGES**

The Regional District may order, in writing, changes within the general scope of the Services by altering, adding to, or deleting from the Services to be performed. Where a change to the Services causes an increase in the Consultant's cost to perform the Services or the amount of time required for the performance of the Services that is not offset by any decreases to costs or time, then the Regional District shall increase the amount of the service fee payable under section 4 of this Agreement by an amount agreed upon by the Consultant or, where the parties are unable to agree, as settled in accordance with section 16 of this Agreement.

## **11. NOTICE**

Any notices related to this Agreement shall be in writing and either mailed or delivered to the address on Page 1 of this Agreement, or other such addresses that either the Regional District or the Consultant may substitute by written notice to the other party. Any such notice will be deemed to be received within seven (7) business days after the time of mailing, if mailed, and upon the date of delivery, if delivered. If normal mail service is interrupted by postal dispute or force majeure, notice will be hand delivered, not mailed.

## **12. FORCE MAJEURE**

Where the Consultant's Services cannot be performed because of an act of God, an act of a legislative, administrative or judicial entity, an act of contractors other than contractors engaged directly by the Consultant, fire, flood, labour disturbance or unusually severe weather (collectively "Force Majeure"), then the obligations of the Consultant shall be suspended during the period of Force Majeure. The Regional District shall grant to the Consultant a time extension for performance of any milestone dates required as part of the Services as may be agreed with the Consultant or, if the Regional District and the Consultant are unable to reach agreement, as determined by the dispute resolution process under section 16 of this Agreement. Where, as a result of Force Majeure, there is a material increase in the Consultant's cost of or the time required for the performance of the Services that is not offset by a decrease in cost, then the Regional District shall increase the amount of the service fee payable to the Consultant under section 4 of this Agreement, as may be agreed by the Consultant, or as determined under section 16 of this Agreement. If the event of Force Majeure results in a material increase in the cost of the Work to be performed in respect of which the Consultant is providing the Services, then the Regional District may choose not to proceed with the completion of the Work and may terminate this Agreement. If the Regional District terminates this Agreement, then it shall compensate the Consultant in accordance with Section 4 of this Agreement.

## **13. INSTRUMENTS OF SERVICE**

All reports, drawings, plans or other documents (or copies) furnished to the Consultant by the Regional District will be returned to the Regional District upon completion of the Services. The Consultant may retain one (1)

copy of all such documents. All reports, drawings, plans, documents, software, source code, object code, field notes and work product (or copies thereof) in any form prepared or furnished by the Consultant under this Agreement are instruments of service. The Consultant may retain one (1) copy of all documents produced for the Regional District under this Agreement.

#### **14. REGIONAL DISTRICT'S RESPONSIBILITIES**

The Regional District agrees to, within reason, convey and discuss relevant materials, data, and information in possession of the Regional District with the Consultant.

The Regional District shall release, indemnify, defend, and save the Consultant harmless from and against any liability, claim, judgment, demand, or cause of action arising out of or relating to: (i) the Regional District's breach of this Agreement; (ii) the negligent acts or omissions of the Regional District or its employees, contractors, or agents.

#### **15. ASSIGNMENT AND SUBCONTRACTING**

This Agreement does not create any right or benefit in anyone other than the Regional District and the Consultant and shall not be assigned by either party without the prior written approval of the other party.

#### **16. DISPUTE RESOLUTION**

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

#### **17. WAIVER OF TERMS AND CONDITIONS**

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

#### **18. SEVERABILITY**

Every term or condition of this Agreement is severable from others. Notwithstanding any possible future finding by a duly constituted authority that a particular term or provision is invalid, void, or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms, and provisions shall not be affected thereby.

#### **19. LAWS OF BRITISH COLUMBIA**

Any service agreement resulting from this RFP will be governed by, and will be construed and interpreted in accordance with, all laws in effect in the Province of British Columbia.

#### **20. ENTIRE AGREEMENT**

The terms and conditions set forth herein constitute the entire understanding and agreement of the Consultant and the Regional District with respect to the Services. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. The Regional District and the Consultant

agree to reference this Agreement as governing terms and conditions. Any changes to the terms and conditions set forth herein will be mutually agreed to and will be included, in writing, in a Change of Work Order.

**21. RELATIONSHIP**

The legal relationship between the Consultant and the Regional District shall be that of an independent contractor and purchaser of Services, and, in particular and without limiting the generality of the foregoing, nothing in this Agreement shall be construed so as to render the relationship between the Consultant and the Regional District to be that of employee and employer.

This Agreement shall not prevent either party from entering into similar agreements for Services from or to others.

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

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

IN WITNESS WHEREOF the parties have duly executed this Agreement.

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

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

SIGNED ON BEHALF OF  
**CONSULTANT**

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

\_\_\_\_\_  
Date

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