



**REGIONAL DISTRICT
of Fraser-Fort George**

REQUEST FOR PROPOSALS

ADM-23-03

Occupational Health and Safety Program Review



Regional District of Fraser-Fort George
155 George Street, Prince George BC V2L 1P8
Telephone 250-960-4400 / Toll Free 1-800-667-1959 / Fax 250-562-8676
<http://www.rdfg.bc.ca>



REQUEST FOR PROPOSALS (RFP)
Occupational Health and Safety Program Review

RFP NUMBER: ADM-23-03

ISSUE DATE: June 21, 2023

RFP DOCUMENTS

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

- a) in a PDF (public document format) file format from the Regional District's website at www.rdffg.bc.ca;
- b) on the BC Bid website at www.bcbid.gov.bc.ca;
- c) in hard copy from the Regional District Service Centre, 155 George Street, Prince George, BC between 9:00 a.m. to 12:30 pm and 1:30 pm to 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.

ACKNOWLEDGEMENT LETTER

Upon receipt of this RFP, a potential Proponent should complete and sign the Acknowledgement Letter at Appendix B, and email the signed Acknowledgement Letter to **Sim Kailay, Project Manager**, Sim.Kailay@rdffg.bc.ca. A Proponent who signs and returns the Acknowledgement Letter is not obligated to submit a Proposal.

Any proponent who does not submit the Acknowledgement Letter will not be sent any amendments, addenda, or answers to questions and may be disqualified.

DELIVERY OF PROPOSALS AND CLOSING DATE:

Proposals must be in English and must be submitted using one of the submission methods below, and must either (1) include a copy of this cover page that is signed by an authorized representative of the Proponent or (2) otherwise identify the RFP, identify the Proponent and include the signature of an authorized representative of the Proponent that confirms the Proponent's intent to be bound.

The Regional District will accept Proposals submitted by email or by direct delivery to the Regional District main office. All Proposals must be submitted to the Regional District's General Manager of Financial Services by 2:00 p.m. (local time) on **Tuesday, July 25, 2023**.

Proposals submitted by fax will **NOT** be accepted. Any Proposal received after the closing date and time will be considered disqualified and will be returned to the Proponent.

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

- Email format with the Proposal attached to the email in a PDF, or equivalent, format and emailed to purchasing@rdffg.bc.ca. The subject line should read "**Occupational Health and**



Safety Program Review”.

- Electronic format submitted on a USB readable device with the Proposal in a PDF, or equivalent format in a sealed envelope with the following information written on the outside of the envelope containing the USB readable device, as well as on the outside of the courier envelope (if sending by courier):
 1. Attention: General Manager of Financial Services
 2. Regional District of Fraser-Fort George
3rd Floor, 155 George Street Prince George, BC V2L 1P8
 3. Request for Proposals, Occupational Health and Safety Program Review
 4. Responding Proponent’s name and address,
- Hard copy format, including three (3) complete Proposal copies, in a sealed envelope with the following information written on the outside of the envelope containing the Proposal, as well as on the outside of the courier envelope (if sending by courier):
 1. Attention: General Manager of Financial Services
Regional District of Fraser-Fort George
3rd Floor, 155 George Street Prince George, BC V2L 1P8
 2. Request for Proposals, Occupational Health and Safety Program Review
 3. Responding Proponent’s name and address.

PROPONENTS MEETING

There will be no proponent’s meeting for this RFP.

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

Sim Kailay
Human Resources Manager
Sim.Kailay@rdffg.bc.ca

Deadline for question submissions is 5:00 p.m. (local time) Friday, July 14, 2023.

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



TABLE OF CONTENTS

1.0	SUMMARY OF OPPORTUNITY	5
2.0	RFP PROCESS RULES	6
2.1	Definitions.....	6
2.2	Acceptance of Terms and Conditions	6
2.3	Submission of Proposal	6
2.4	Errors, Omissions, Clarifications	7
2.5	Late Proposals.....	7
2.6	Changes to Proposals	7
2.7	Conflict of Interest.....	7
2.8	Subcontractors	8
2.9	Rejection of Proposal.....	8
2.10	Liability for Errors.....	9
2.11	Limitation of Liability	9
2.13	Confidentiality	10
2.14	Obligation to Hold Prices	10
3.0	PROPOSAL FORMAT	10
4.0	PROPOSAL EVALUATION	11
4.1	Proposal Evaluation.....	11
4.2	Selected Proponent Negotiations.....	11
4.3	Termination of Negotiations and/or RFP Process	11
4.4	Compliance with RFP Requirements	11
5.0	SELECTION AND EVALUATION	12
5.1	Selection Criteria	12
5.2	Evaluation criteria:	12
6.0	CONTRACT	13
6.1	Form of Contract.....	13
6.2	Notification.....	13
7.0	CONTRACT PRICE	14
	Appendix A LIST OF SUB-CONTRACTORS	15
	Appendix B ACKNOWLEDGEMENT LETTER	16
	Appendix C SCOPE OF WORK	17
	Appendix D SCHEDULE OF PRICES	19
	Appendix E CONTRACT	20
	Appendix F CONFLICT OF INTEREST DISCLOSURE STATEMENT	26



1.0 SUMMARY OF OPPORTUNITY

The Regional District is committed to providing a safe work environment for all employees, volunteers, contractors, and members of the public who may interact with Regional District worksites. Having a well-developed Health and Safety plan that meets regulatory requirements is an integral step towards providing that desired work environment.

The Regional District is seeking a qualified professional who can review the organization's current Occupational Health and Safety plan and practices, identify strengths and weaknesses in the current plan and practices, and provide recommendations to address opportunities for improvement, ensure regulatory compliance and a safe work environment for our employees, volunteers, and contractors. The consultant will identify opportunities for improving the program, will recommend strategies, and will provide examples of policies, procedures, or materials to implement those strategies.

Further details as to the scope of this opportunity and the requirements can be found in Appendix C of this RFP.



2.0 RFP PROCESS RULES

2.1 Definitions

“Addenda” means all additional information regarding this RFP including amendments to the RFP.

“BC Bid” means the BC Bid website located at www.bcbid.ca.

“Board” means the Board of the Regional District.

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

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

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

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

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

“Proponent” means the person submitting a Proposal.

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

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

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

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

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

2.2 Acceptance of Terms and Conditions

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

2.3 Submission of Proposal

Proposals must be submitted before Closing Time using one of the submission methods set out



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

2.4 Errors, Omissions, Clarifications

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

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

All requests for clarification or inquiries must be made by July 14, 2023 in order that addendum(s), if necessary, are issued in time for all Proponents to complete their Proposal submission and have it delivered to the Regional District office prior to the closing time on the submission date.

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

It is the sole responsibility of the Proponent to check for addendums.

2.5 Late Proposals

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

2.6 Changes to Proposals

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

2.7 Conflict of Interest

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

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

The Regional District may reject any Proposal where:

- a. one or more of the directors, officers, principals, partners, senior management employees, shareholders or owners of the Proponent, is an officer, employee or director of the Regional District or a consultant involved in the procurement process, or is a member of the immediate family of an officer, employee or director of the Regional District or a consultant involved in the procurement process; or



- b. in the case of a Proposal submitted by a Proponent who is an individual person, where that individual is an officer, employee or director of the Regional District or a consultant involved in the procurement process, or is a member of the immediate family of an officer, employee or director of the Regional District or a consultant involved in the procurement process. (collectively, "Restricted Parties")

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

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

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

2.8 Subcontractors

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

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

2.9 Rejection of Proposal

The Regional District may, in its sole discretion, reject any and all Proposals, or accept the Proposal deemed most favorable in the interests of the Regional District. The lowest, or any Proposal, will not necessarily be awarded.

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

The Regional District's intent is to enter into a Contract with the Proponent who has submitted the best offer. The Regional District reserves the right to accept any or none of the Proposals



submitted and will evaluate Proposals based on the best value offered to the Regional District and not necessarily the lowest price, using the criteria specified in this RFP. The Regional District reserves the right in its sole unrestricted discretion to:

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

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

2.10 Liability for Errors

The Regional District will not be responsible for any costs incurred by Proponents as a result of the preparation or submission of a Proposal pertaining to this RFP. The accuracy and completeness of the Proposal is the Proponent's responsibility. If errors are discovered, they will be corrected by the Proponent at their expense.

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

2.11 Limitation of Liability

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

2.12 Ownership of Proposals and Freedom of information

Proposals will be received and held in confidence by the Regional District, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and this RFP. Each Proposal should clearly identify any information that is considered to be confidential or proprietary information.

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



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

2.13 Confidentiality

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

2.14 Obligation to Hold Prices

In order to receive consideration, Proponents are required to hold their Proposal open for acceptance for six weeks following the Closing Time.

3.0 PROPOSAL FORMAT

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

- a. Title page, including RFP number and title, Proponent 's name and address, telephone number, email address, and contact representative.
- b. One-page letter of introduction **SIGNED** by the authorized signatory of the Proponent.
- c. Table of contents including page numbers.
- d. A summary of the key features of the Proposal, including any suggested changes and reasons or justifications for the suggested changes.
- e. Completed Appendix A, List of Sub-Contractors.
- f. Completed and signed Appendix D, Schedule of Prices (All Proponents should use this form).
- g. Completed and signed Appendix F, Conflict of Interest Disclosure Statement.



- h. Workplan including start date, milestones, and project completion date.
- i. Three (3) references that may be contacted for purposes of confirming your company's experience.
- j. **All amendments and addenda, if any, issued for this RFP. Each amendment and addenda should be signed by the Proponent and included with the Proposal and will form part of the Proposal and Contract.**

4.0 PROPOSAL EVALUATION

4.1 Proposal Evaluation

All Proposals will be evaluated by the Regional District to assess the qualifications and capabilities of Proponents to meet the minimum standards specified in the RFP. Proposals will be assessed by a committee formed by the Regional District.

4.2 Selected Proponent Negotiations

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

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

4.3 Termination of Negotiations and/or RFP Process

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

4.4 Compliance with RFP Requirements

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

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



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

5.0 SELECTION AND EVALUATION

5.1 Selection Criteria

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

5.2 Evaluation criteria:

ADM-23-03 – Occupational Health and Safety Program Review	
EVALUATION CRITERIA	WEIGHT
Proposal Quality and Clarity	5
Understanding of Engagement	10
Proponent/Team Qualifications and Experience	20
Workplan Approach Methodology and Timeline / Proposed Solution	20
Experience with local governments on similar projects	20
References	10
Proposed All-Inclusive Fees	15
Total	100

Additional information regarding the evaluation criteria is as follows:

- a) Understanding of Engagement
 - i. The Proposal should demonstrate a clear and coherent understanding of the Regional District's requirements and needs.
 - ii. Indicate why you are interested in the Regional District as a client.
 - iii. Demonstrate understanding of Regional District structure and governance.

- b) Proponent/ Team Qualifications and Experience
 - i. Provide overview of Proponent's history and current leadership team.
 - ii. Provide details of Proponent's experience and team members experience with clients of similar size and complexity.
 - iii. Provide information on how the Proponent ensures their staff is up to date with requirements pertaining to the project.
 - iv. Provide details regarding the Proponent's business continuity planning and pandemic response and how it could be utilized for this engagement if necessary.
 - v. Provide examples of value-added services provided by the Proponent to its clients.
 - vi. Provide resumes of proposed team members.



- vii. Provide detailed information on any partners / subcontractors the Proponent intends to use.
- c) Workplan Approach, Methodology and Timeline
 - i. A statement of understanding of the services to be performed and the ability and commitment to fulfill the responsibilities as described.
 - ii. Details of proposed methodology to complete the project, including approach to stakeholder consultation and any fieldwork and the timing and duration of each.
 - iii. Detail the expected time required of Regional District staff based on the proposed workplan.
 - iv. Provide details of any additional and/or value-added services that may be of benefit to the Regional District both within the project budget cap and additional optional elements.
 - v. Consideration of COVID-19 transmission mitigation measures in order to complete the project.
- d) Experience with Local Government in similar feasibility study projects including references.
 - i. Provide details of Proponent's experience undertaking similar feasibility projects for local governments of similar size and scope and in similar location.
 - ii. Outline specific local government expertise on the proposed team.
 - iii. Proponents should identify a minimum of three (3) local government references for which the Proponent has performed similar services in the last five (5) years, complete with the name of the Project Manager for the organization and their contact information.
- e) Proposed All-Inclusive Fees
 - i. Provide all-inclusive pricing information relative to performing the project as proposed. This price should be inclusive of all direct and indirect costs, including out-of-pocket expenses.
 - Include the pricing for each stage of the workplan.
 - ii. Provide an estimate of the total number of person hours required to provide services.
 - iii. Provide hourly rates for each category of staff for additional work.
 - iv. Provide pricing structure (hourly rates or lump sum) for special projects or additional value-added services beyond the scope of this project.

6.0 CONTRACT

6.1 Form of Contract

The form of contract will be similar in form to the SAMPLE CONTRACT shown in APPENDIX E, subject to negotiation between the Regional District and the Proponent and will include this RFP, Schedule of Prices, List of Sub-Contractors, all appendices, amendments and addenda, as well as the successful Proponent's submission.

6.2 Notification

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



7.0 CONTRACT PRICE

APPENDIX D – SCHEDULE OF PRICES must be completed, signed, and included in the Proposal submission. All prices for the work should be stated in Canadian dollars. Taxes should be shown as separate line items on the Schedule of Prices. Any applicable Federal or Provincial taxes, or levies, must be included in the Total Contract Price.



Appendix A LIST OF SUB-CONTRACTORS

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

Sub-Contractor's Legal Name	Work to be Performed by Sub-Contractor



Appendix B ACKNOWLEDGEMENT LETTER

The undersigned has received a full set of RFP ADM-23-03 Occupational Health and Safety Program Review Documents.

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 mail, hand delivery, or by email to:

Sim.Kailay@rdffq.bc.ca

Appendix C

SCOPE OF WORK

1. Background

Regional District of Fraser Fort-George

The Regional District was incorporated in 1967 and is located in the central interior of British Columbia. The region is 52,000 km² in size and includes four (4) municipalities and seven (7) electoral areas. The 2016 census recorded a total rural population of 14,960 with 6,734 residences in the 7 electoral areas.

The Regional District is governed by a 14-member Board consisting of seven directors appointed by four municipalities and seven electoral area directors elected by voters in seven electoral areas. Each municipality or electoral area participates in a variety of regional or local services, paid for through 100 individual budgets and a variety of cost sharing formulas.

The Regional District employs 97 people on a permanent basis and that number fluctuates seasonally depending on the needs of the organization. The Regional District is a unionized workplace with roughly 85% of the workforce represented by CUPE Local 1699. Work locations are located in communities throughout the Regional District.

The Regional District of Fraser- Ft George has the following main worksites:

- Office Buildings
- Parks Operations
- Landfills
- Transfer stations (refuse and recycling)
- Arenas
- Remote radio communication sites
- Community interaction (Bylaw Enforcement, Building Inspection, Public Safety)

The Regional District website (www.rdffg.bc.ca) provides additional information concerning its services.

The Regional District's Volunteer Fire Department Service OH&S program is not part of the scope of work for this project.

2. Scope of Services

The Regional District intends to engage an experienced and qualified consultant to conduct a review at the RDIFFG worksites of the current Occupational Health and Safety program. This consultant will identify opportunities for improving the program, will recommend strategies, and will provide examples of policies, procedures, or materials to implement those strategies.

The successful proponent will provide a strategy, methodology and workplan to undertake a review of the current Regional District Occupational Health and Safety Program and make recommendations for improvements.

Key areas that should be considered, but not limited to, are:



- conduct a review of the Regional Districts current Occupational Health and Safety program,
- identify deficiencies or regulatory compliance omissions in the current program and suggest improvements to ensure regulatory compliance is met and maintained,
- review Joint Occupational Health and Safety Committee procedures and provide recommendations to increase efficacy,
- prioritize areas of focus for revisions to existing policy or procedures,
- if budget is supportive, value-added work can include:
 - develop and introduce programs, policies, procedures, workplace inspections, protocols, safe work procedures and other related documents as needed,
 - provide training to Regional District staff on topics such as hazard assessments, inspections, investigations, or other as needed,
- create a prioritized implementation plan identifying:
 - expected timeline.
 - role of the consultant in each area of implementation
 - expected cost associated with each task.

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

- The current Occupational Health and Safety Program
- Worksite specific health and safety related procedures
- Joint Health and Safety Committee meeting minutes and associated documents (i.e. Terms of Reference)
- Other requested documentation deemed relevant.

The desired completion of the initial review and recommendations is October 31, 2023. Value added projects milestone dates can be subject to mutually agreeable timelines. Proponents will be required to provide a workplan detailing work efforts and timelines.

The budget ceiling for this project is \$75,000.

All finished reports and supporting documentation provided as result of this work must become the property of the Regional District for its exclusive use. All documents must be provided in hard copy and an electronic format. All text documents must be in Microsoft WORD and PDF format. All data documents must be in Microsoft Excel format.

3. Schedule

The proponent will propose a work schedule. For the purpose of scheduling, the initial review and recommendations should be completed by October 31, 2023. Earlier completion dates are acceptable.

4. Project Process and Reporting Structure

The successful proponent will be required to liaise with Regional District staff throughout the project. Staff will be available on an ongoing basis to discuss issues as they arise. All work must be approved by and carried out to the satisfaction of the Regional District.



Appendix D

SCHEDULE OF PRICES

Project Budget

The project budget is capped at \$75,000 inclusive of expenses. Taxes are considered extra to the project budget cap and should be shown as a separate line item.

The Regional District may consider proposals that provide additional and/or value-added services. The Regional District may negotiate these additional and/or value-added services at a later date.

The Proponents are encouraged to submit a schedule of prices within their proposal detailing each project element and the budget for that element. The following is an example of a schedule of prices:

#	Project Element	Time Estimate	Budget
1	Project initiation, research, analysis, and consultation		\$
2	Project Schedule		\$
3.	Review and revision of draft documents and other identifiable deliverables with Regional District staff		\$
4.	Delivery of final documents and other identifiable deliverables		\$
5.	Presentation to Regional District Staff		\$
6.	Taxes		\$
	TOTAL:		\$



Appendix E CONTRACT

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”)

OF THE FIRST PART

AND

THE CONSULTANT

A company duly incorporated under the laws of British Columbia
and having its business office located at:
Street Address
City, Province, Postal Code

(hereinafter called the “Consultant”)

OF THE SECOND PART

NOW, THEREFORE, in consideration of the mutual undertakings and subject to the terms set forth below and intending to be legally bound, the parties agree as follows:

1. **SCOPE OF SERVICES:** The Regional District requires Services as proposed by the Consultant in their Proposal in response to Request For Proposal ADM-23-03 Occupational Health and Safety Program Review that may include, but are not limited to, the following:

(To be finalized as per accepted proposal)

- conduct a review of the Regional Districts current Occupational Health and Safety program,
- identify deficiencies or regulatory compliance omissions in the current program and suggest improvements to ensure regulatory compliance is met and maintained,
- review Joint Occupational Health and Safety Committee procedures and provide recommendations to increase efficacy,
- prioritize areas of focus for revisions to existing policy or procedures,
- if budget is supportive, value-added work can include:
 - develop and introduce programs, policies, procedures, workplace inspections, protocols, safe work procedures and other related documents as needed,
 - provide training to Regional District staff on topics such as hazard assessments, inspections, investigations, or other as needed,
- create a prioritized implementation plan identifying:
 - expected timeline
 - role of the consultant in each area of implementation
 - expected cost associated with each task.

The terms of this Service Agreement will come into effect on the execution of the Service Agreement and will remain in force until the Work is completed. Services will commence upon award and signing of this Service Agreement. A start date for the commencement of the outlined services will be mutually agreed upon by the Regional District and the Consultant.

2. DELIVERABLES

The Regional District will become the sole owner of the materials provided as a deliverable of the Service Agreement. All documents related to the Service Agreement shall be provided to the Regional District in hard copy and an electronic format. All drawings will be in an AutoCAD 2007 or higher format. All text documents will be in a Microsoft Word and PDF format. All table documents will be in a Microsoft Excel xlsx format.

3. DURATION OF SERVICE AGREEMENT: The duration of the Service Agreement will be from 12:01 a.m., on the execution of the Service Agreement and will conclude upon completion of the project.

4. TERM AND TERMINATION: The term of this Service Agreement will come into effect upon award and signing of this Service Agreement 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.

5. 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.

5.1 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.

6. SCHEDULE OF PRICES: The Consultant will be compensated for its Services. See Schedule Below (To be Completed as per the accepted Proposal)

<u>SERVICE</u>	<u>AMOUNT (GST EXTRA)</u>
	\$

6.1 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. All invoices from the Consultant must reference **ADM-23-03 Occupational Health and Safety Program Review**.

6.2 Where the Regional District has established a milestone date for the performance or completion of certain of the 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.

6.3 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.

7. 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. This includes ensuring that any Qualified Professionals have acquired sufficient knowledge of the work to be completed and are properly qualified to complete such work. All deliverables will include the seal, or equivalent, and signature of the Qualified Professional and include a disclosure statement that the individual(s) is qualified to undertake the Work.

8. **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.
9. **INSURANCE:** The Consultant shall, without limiting its obligations or liabilities, and at its own expense, provide and maintain throughout the Service Agreement 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 thirty (30) days' advance written notice of cancellation or material change. The Consultant will 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 this Service Agreement:
- i. 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.

Prior to execution of a Service Agreement, the Consultant will supply a Certificate of Insurance demonstrating coverage requirements as listed above.
 - ii. Where the Contractor requires the use of automobiles to undertake the work of the Contract, the Contractor will have the following:
 - a. Automobile Liability on all vehicles owned, operated, or licensed in the name of the Contractor in an amount not less than \$2,000,000 per occurrence.
 - b. Non-owned Automobile Liability insurance in an amount not less \$2,000,000 per occurrence.
 - iii. Equipment insurance on all equipment owned or rented by the Consultant is to be insured to its full insurable value. The Consultant hereby agrees that the Regional District is not responsible for any costs for loss or repair of equipment used by the Consultant other than those costs already provided in the Schedule of Prices herein.
- The Consultant shall ensure that all sub-contractors forming from this Service Agreement meet and are bound by the insurance requirements outlined above.
10. **WORKSAFE:** The Consultant will ensure that all work performed in British Columbia by the Consultant is performed in compliance with the British Columbia WorkSafe BC and regulations and guidelines under this Act. If the Consultant does not comply with this requirement, the Regional District may terminate this Service Agreement for cause without prior notice to the Consultant.

The Consultant must be registered and in good standing at all times with WorkSafeBC, or an equivalent Provincial Authority, if required or permitted under the Act and shall maintain such good standing during the term of this contract and any subsequent extensions. It is the responsibility of the Consultant to determine their registration status. Prior to commencing the project, the Consultant will be required to supply a Clearance Letter that the Consultant is in good standing with WorkSafeBC, or an equivalent Provincial Authority. The Regional District may request a Clearance Letter at the conclusion of the Project demonstrating the Consultant has maintained its good standing through the Project period and payments are current.

When requested to do so by the Regional District, the Consultant will provide an Occupational Health & Safety Plan and any supporting procedures and records pertaining to the Work under the Service Agreement.

11. **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.
12. **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 the Schedule of Prices section of this Agreement by an amount agreed upon by the Consultant or, where the parties are unable to agree, as settled in accordance with the Dispute Resolution section of this Agreement.
13. **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.
14. **FORCE MAJEURE:** if either the Consultant or the Regional District are prevented from performing their obligations under the Agreement, or where the Regional District's work in respect of which the Consultant is providing Services cannot be performed, because of an act of God, an act of a legislative, administrative or judicial entity, fire, flood, labour strike or lock-out, epidemic, unusually severe weather, or other similar cause outside of the control of the Parties (collectively "Force Majeure"), then the obligations of the Consultant and the Regional District under the Agreement shall be suspended for so long as the conditions constituting Force Majeure continues. The Party affected by Force Majeure shall provide the other Party with notice of the anticipated duration of the Force Majeure event, any actions being taken by the Party providing notice to avoid or minimize the effect of the Force Majeure event, and shall make reasonable efforts to remove or mitigate the effects of the condition constituting Force Majeure. Upon the termination of the Force Majeure event, 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 18 of the 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 6 of this Agreement, as may be agreed by the Consultant or as determined under Section 18 of the 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 following the termination of the Force Majeure event, then it shall compensate the Consultant in accordance with Section 5.1 of this Agreement.
15. **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.
16. **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.



16.1 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.

17. **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.
18. **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.
19. **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.
20. **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.
21. **GOVERNING LAWS:** This Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia.
22. **ENTIRE AGREEMENT:** The terms and conditions set forth herein and RFP ADM-23-03 and the Consultant's Proposal submission constitute the entire understanding and agreement of the Consultant and the Regional District with respect to the Services and Work to be completed. 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.
23. **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.

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



The Regional District and the Consultant have caused this Agreement to be executed by their respective duly authorized representatives.

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

_____) _____
General Manager of Financial Services) Date

_____) _____
GM of Legislative and Corporate Services) Date

**SIGNED ON BEHALF OF
CONSULTANT**

_____) _____
Signature) Signature

_____) _____
Name) Name

_____) _____
Title) Title

_____) _____
Date) Date

SAMPLE CONTRACT



Appendix F

CONFLICT OF INTEREST DISCLOSURE STATEMENT

PROCUREMENT PROCESS
<enter the proposal name and number>

Vendor Name: _____

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

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