



**REGIONAL DISTRICT  
of Fraser-Fort George**

**REQUEST FOR PROPOSALS DS-23-02**

**Electoral Area A Official Community Plan**





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**REQUEST FOR PROPOSALS – ELECTORAL AREA A OFFICIAL COMMUNITY PLAN**

**RFP NUMBER: DS-23-02**

**ISSUE DATE: October 20, 2023**

**1.0 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](http://www.rdffg.bc.ca); or
- b) on the BC Bid website at [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca).

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 A, and email the signed Acknowledgement Letter to Kenna Jonkman, Project Manager at [kjonkman@rdffg.bc.ca](mailto:kjonkman@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.**

**2.0 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 delivery directly 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 **Monday, November 20<sup>th</sup>, 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](mailto:purchasing@rdffg.bc.ca). The subject line should read “**DS-23-02 – Electoral Area A Official Community Plan – Insert Proponent Name**”; or
- Electronic format submitted on a USB readable device with the Proposal in a PDF, or equivalent, format; or
- Hard copy format, including three (3) complete Proposal copies.

If submitting in a mail format (USB or hard copy), Proponents should submit it 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  
3<sup>rd</sup> Floor, 155 George Street, Prince George, BC V2L 1P8
2. Request for Proposals  
DS-23-02 – Electoral Area A Official Community Plan
3. Responding Proponent’s name and address.

**3.0 PROPONENTS MEETING**

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

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

**Kenna Jonkman, RPP, MCIP**  
**General Manager of Development Services**  
[kjonkman@rdffg.bc.ca](mailto:kjonkman@rdffg.bc.ca)

**4.0 SUMMARY OF OPPORTUNITY**

The Regional District of Fraser-Fort George is seeking to award a contract to an experienced consultant who can demonstrate the ability to supply and deliver an Electoral Area A Official Community Plan, which meets or exceeds the specifications contained within this Request for Proposal.

Further details as to the scope of this opportunity and the requirements can be found in Appendix “B” – Scope of Work of this RFP.

**5.0 RFP PROCESS RULES**

**5.1 Definitions**

- “Addenda” or “Addendum” means all additional information regarding this RFP including amendments to the RFP.
- “BC Bid” means the BC Bid website located at [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca).



“Board”	means	the Board of the Regional District.
“Closing Location”	means	includes the location or email address for submissions indicated on the cover page of this RFP, 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 final agreement that comprises a completed set of the Proponent’s RFP submission, this RFP and all documents, specifications, and addenda incorporated therein.
“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	an individual or firm that submits, or intends to submit, a proposal response to this Request for Proposal.
“Proposal”	means	a submission in response to this Request for Proposals.
“Regional District” or “RDFFG”	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 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.

**5.2 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.

**5.3 Submission of Proposal**

Proposals must be submitted before the Closing Time using one of the submission methods set out in Section 2.0 of this RFP. Proposals must not be sent by fax. The Proponent is solely responsible for ensuring that, regardless of the submission method selected, the Regional District receives a complete Proposal, including all attachments or enclosures, before the Closing Time.

**5.4 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 [kjonkman@rdffg.bc.ca](mailto:kjonkman@rdffg.bc.ca).

All requests for clarification or inquiries must be made by 5pm on Wednesday, November 8<sup>th</sup> 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 this RFP is required, then the Regional District will issue an addendum and the addendum will be posted on the Regional District's website and BC Bid.

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

#### 5.5 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.

#### 5.6 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.

#### 5.7 Conflict of Interest

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

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.



## 5.8 Sub-Contractors

All sub-contractors, including affiliates of the Proponent, should be clearly identified in the Proposal.

A Proponent may not sub-contract 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 this RFP. This includes, but is not limited to, involvement by the firm or individual in the preparation of this RFP or a relationship with any employee, contractor or representative of the Regional District involved in preparation of this RFP, participating on the evaluation committee or in the administration of the Contract. If a Proponent is in doubt as to whether a proposed sub-contractor 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 this RFP.

## 5.9 Rejection of Proposal

The Regional District may, in its sole discretion, reject any and all Proposals, or accept the Proposal deemed most favourable in the interests of the Regional District. The lowest price, 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 this 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 value proposal. 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 price Proposal; and
- f. cancel or reissue this 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.



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

#### 5.11 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.

#### 5.12 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.

The Proponents acknowledge that certain details of the Proposals could be discussed at an open meeting of the Board.

#### 5.13 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.

#### 5.14 Obligation to Hold Prices

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



## 6.0 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.
- e. Completed and signed Appendix D, Conflict of Interest Disclosure Statement.
- f. Work plan including methodology, start date, milestones, and completion date.
- g. Three (3) references that may be contacted for purposes of confirming your company's experience.
- h. **All amendments and addenda, if any, issued for this RFP. Each amendment and addenda should be signed by the Proponent and should be included with the Proposal and will form part of the Proposal and Contract.**

## 7.0 PROPOSAL EVALUATION

### 7.1 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.

### 7.2 Selected Proponent Negotiations

The Regional District, in 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.

### 7.3 Termination of Negotiations and/or RFP Process

The Regional District may terminate contract negotiations with any Proponent and 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, in its sole discretion, reject any or all Proposals at any time throughout the Proposal evaluation, Proponent selection, or contract negotiation process.

**7.4 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 this 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 in the sole discretion of the Regional District, without any obligation by the Regional District to either request clarifications, enter detailed discussions, or negotiations with the Proponent(s).

**8.0 SELECTION AND EVALUATION**

**8.1 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.

**8.2 Evaluation Criteria**

<b>DS-23-02 – ELECTORAL AREA A OFFICIAL COMMUNITY PLAN</b>	
<b>EVALUATION CRITERIA</b>	<b>WEIGHT</b>
Proposal Quality & Clarity	5
Understanding of Engagement	10
Proponent/Team Qualifications and Experience	20
Work Plan Approach, Methodology and Timeline	25
Experience with local government on similar projects	20
References	5
Proposed All-Inclusive Fees	15
<b>Total</b>	<b>100</b>



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 with clients of similar size and complexity.
  - iii. Provide information on how the Proponent ensures their staff is qualified and up to date with Land Use Planning, including regional and rural context, Indigenous Government engagement and community sustainability practices pertaining to the development of an Official Community Plan.
  - iv. Provide details regarding the Proponent's business continuity plan to ensure that the leadership team and qualified staff conduct the work required for this project.
  - 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, including their qualifications to undertake the work for any partners / sub-contractors the Proponent intends to use.
  
- c) Work Plan 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 work plan approach and methodology for each phase of the project as outlined in Appendix 'B' – Scope of Work, including the timing and duration of each.
  - iii. Indicate that you are able to meet the Regional District's expected deliverables and timelines as outlined in Appendix 'B' – Scope of Work
  - iv. Detail the time required at the Regional District's office based on the proposed work plan.
  - v. Detail the expected time required of Regional District administration based on the proposed work plan.
  - vi. Details of the Proponents communicable disease plan and measures to be implemented to mitigate the risk of a communicable disease impacting the proposed work plan of the project.
  - vii. Provide details of any additional and/or value added services that may be of benefit to the Regional District.
  
- d) Experience with local government in the development and delivery of an Official Community Plan, including references.
  - i. Provide details of Proponent's experience in development of an Official Community Plan for local governments of similar size and scope.
  - ii. Outline any specific local government expertise of proposed team members.
  - iii. Proponents should identify a minimum of three (3) local government references for which the Proponent has performed similar services in the last three (3) years, complete with the name of the Project Manager for the organization and contact information.



- e) Proposed All-Inclusive Fees
- i. Provide all-inclusive pricing information relative to performing the project as described in this RFP. This price should be inclusive of all direct and indirect costs, including out of pocket expenses.
    - Include the pricing for each stage of the work plan
  - 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.

## **9.0 CONTRACT**

### **9.1 Form of Contract**

The form of contract will be similar in form to the sample contract shown in Appendix C, subject to negotiation between the Regional District and the Proponent and will include this RFP, Conflict of Interest Disclosure Statement, all appendices, amendments and addenda, as well as the successful Proponent's submission.

### **9.2 Notification**

Approval of a Proponent and the award of a Contract is expected to occur by December 14, 2023. The Regional District, in its sole judgment, may delay the award of Contract date as deemed appropriate by the Regional District.

## **10.0 CONTRACT PRICE**

Schedule of Prices must be completed, signed, and included in the Proponent's submission. All prices for the work should be stated in Canadian dollars. Taxes should be shown as separate line item. Any applicable Federal or Provincial taxes, or levies, must be included in the Total Contract Price.



**Appendix "A"  
ACKNOWLEDGEMENT LETTER**

The undersigned has received a full set of RFP DS-23-02 – Electoral A Official Community Plan Documents.

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

\_\_\_\_\_  
Name of Proponent

\_\_\_\_\_  
Name of Signatory (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 the Project Manager:

Kenna Jonkman, RPP, MCIP, General Manager of Development Services  
1<sup>st</sup> floor, 155 George Street, Prince George, BC, V2L 1P8  
[kjonkman@rdffg.bc.ca](mailto:kjonkman@rdffg.bc.ca)



## **Appendix “B” SCOPE OF WORK**

### **PURPOSE**

Electoral Area A Salmon River-Lakes Official Community Plan Bylaw No. 1587, 1996 was adopted by the Regional District in 1997. Due to the age of the document, the Regional District of Fraser-Fort George (RDFFG) is requesting submission of proposals from consultant teams with proven experience in regional and rural land use planning, Indigenous Government engagement and community sustainability for the preparation and introduction of a new Electoral Area A Salmon River-Lakes Official Community Plan (OCP), including graphics and maps, that is technically sound, easy to interpret, and reflective of local context.

This document outlines the overall scope of consultant services, sets out the basic requirements for the proposal document and provides the evaluation criteria to be used as a basis for awarding the OCP review and update assignment.

This document also outlines minimum requirements for the preparation and introduction of the Electoral Area A Salmon River-Lakes Official Community Plan, including engagement of the community, Indigenous Governments and affected parties in establishing a community vision, goals and objectives.

There are several sections to this project that will require specific expertise. If a consultant team does not have the expertise on a particular component, it is recommended that the consultant partner with others that do have the level of expertise.

### **BACKGROUND**

#### ***Regional District of Fraser-Fort George***

The RDFFG was incorporated in 1967 and is located in the central interior of British Columbia. The Regional District is a federation of four (4) municipalities and seven (7) electoral areas and is governed by a fourteen (14) member board.

The Regional District’s Planning Services prepares plans and policies to guide development, balancing the needs of the community with economic, social and environmental considerations to protect the character of the area and quality of life for existing and future generations of the RDFFG.

The principal functions of Land Use Planning are:

- to prepare land use plans and policies to promote the allocation of resources in support of planned and orderly development for RDFFG Board consideration;
- to serve the community by responding to a wide range of inquiries and applications related to the use and development of land;
- to administer RDFFG land use bylaws, standards and policies;
- to provide the opportunity for meaningful public consultation which respect policy and the law; and
- to act as advisors to the RDFFG Board on planning and development matters.

Policies of the RDFFG Board concerning land use are expressed in the form of Official Community Plans and regulations adopted in the form of bylaws.



The Regional District of Fraser-Fort George has seven Electoral Areas (A, C, D, E, F, G and H) with a total of eight Official Community Plans and one Rural Land Use Bylaw.

### ***Electoral Area A Context***

The Electoral Area A is a large area that occupies approximately 1,400 km<sup>2</sup> of land and includes settlement of unincorporated areas of Salmon River, Ness Lake, Nukko Lake, Ried Lake, North Kelly Hobby Ranches and the Chief Lake/ Pilot Mountain area. The population of Electoral Area A is 3,471 (2021 Census) and includes approximately 2,431 privately owned parcels of land.

The Regional District acknowledges that Electoral Area A is within the traditional territories of the Lheidli T'enneh First Nation, Saik'uz First Nation, Nak'azdli Band and Carrier Sekani Tribal Council<sup>1</sup>. Electoral Area A geographical area contains lands outside of local jurisdiction including: Clesbaoneecheck No. 3 Reserve and Fort George No. 2 Reserve.

Regional District services provided within Electoral Area A includes fire services, 911 emergency response, community halls and recreation facilities, street lighting, parks, natural gas, solid waste management, building inspections, and land use planning. There are three (3) volunteer fire departments established in Electoral Area A: Ness Lake, Pilot Mountain and Salmon Valley.

The existing Electoral Area A Salmon-River-Lakes Official Community Plan was adopted by the Regional District Board in 1997. Since 1997 revisions to the Official Community Plan have generally been made to address site specific amendment applications, to pursue delegated authority pursuant to the *Agricultural Land Commission Act*, to meet provincial requirements pursuant to *Greenhouse Gas Reduction Targets Act* and amendments whereby lands were redesignated under Electoral Area G Crooked River-Parsnip Official Community Plan.

## **PRIORITIES**

### **Regional District Priorities**

The Regional District Board of Directors has tasked the organization to approach planning, projects and service provision in alignment with the following principles, values and strategic priorities.

#### Our Organizational Principles:

- open and accountable in how business is conducted
- mutual respect and cooperation between elected officials, volunteers and staff who work as a team to deliver services and solve problems
- excellence and innovation in the delivery of cost effective, equitable, responsive, relevant and sustainable services
- partner in the current and future economic, social and environmental well-being of our communities

#### Our Leadership Values:

- resilient and able to cope with change
- committed to building strong relationships with Indigenous communities
- supportive of diversity
- open minded, flexible, proactive and adaptive decision making



## **Strategic Priorities for an Official Community Plan Review and Update**

Priorities for the Project Includes:

### **Indigenous Relations**

The Regional District Board of Directors Strategic Priorities has the following goal related to Indigenous Relations: We will foster and build relationships with Indigenous communities that have an interest in our region. Electoral Area A is within the traditional territories of the Lheidli T'enneh First Nation, Saik'uz First Nation, Nak'azdli Band and Carrier Sekani Tribal Council<sup>1</sup>.

The project should be designed and carried out with early and on-going engagement of these Indigenous Governments and any other Indigenous Government that determines they have an interest in the project. The project should also be carried out in ways that recognize the Regional District's role in implementing the objectives of the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP) through the provincial *Declaration of the Rights of Indigenous Peoples Act (DRIPA)* and the *Declaration of the Rights of Indigenous Peoples Act Action Plan*.

The Lheidli T'enneh, Regional District of Fraser-Fort George and the City of Prince George signed a Memorandum of Understanding of Cooperation and Communication in 2017.

### **Climate Action**

The Regional District Board of Directors Strategic Priorities has the following goal related to Climate Action: We will build an understanding of climate change and support strategies that promote adaptation and mitigation efforts.

The OCP should recognize the state of the planet and highlight the jurisdiction and role in which the Regional District can address climate change through mitigation and/or adaptation. This may include policies and objectives that have local, regional and/or global influences.

Through the Bulkley-Nechako & Fraser-Fort George BC Agriculture & Climate Change Regional Adaptation Strategies, Pacific Climate Impacts Consortium (PCIC) at the University of Victoria provided practical information on the physical impacts of climate variability and change, in support of long-term planning. PCIC has assisted in the production of the agriculturally relevant regional climate projections for the 2020s to 2080s that are presented in the document<sup>2</sup>.

### **Economic Health**

The Regional District Board of Directors Strategic Priorities has the following goal related to Economic Health: We will be a catalyst to opportunities that contribute to the economic strength of the region.

The project should be designed and carried out with a focus that includes:

- Supporting agriculture (2022 Regional Agriculture Strategy)

### **Strong Communities**

The Regional District Board of Directors Strategic Priorities has the following goal related to Strong Communities: We will promote and ensure the livability and longevity of our communities.

The project should be designed and carried out with a focus that includes:



- Review and inclusion of policy and recommendations related to housing (2021 Housing Needs Report)
- Review, modernization and replacement of Development Permit Area Regulations (Board requested initiative)
- Review, modernization and replacement of Development Approval Information (Board requested initiative)

### **Provincial Requirements**

Ensure that the resulting OCP is compliant with *Local Government Act* requirements for Official Community Plans. Ensure that the OCP is also aligned with or compliant with other provincial agencies and their regulations; including but not limited to:

- Agricultural Land Commission
- Ministry of Agriculture and Food
- Ministry of Energy, Mines and Low Carbon Innovation
- Ministry of Environment and Climate Change Strategy
- Ministry of Forests
- Ministry of Transportation and Infrastructure
- Ministry of Water, Land and Resource Stewardship

### **SUPPORT MATERIALS**

Regional District administration will be available on an ongoing basis to discuss issues as they arise. The following documents are available on the RDEFG website ([www.rdefg.bc.ca](http://www.rdefg.bc.ca)) to possibly assist in proposal preparation.

- Bulkley-Nechako & Fraser-Fort George BC Agriculture & Climate Change Regional Adaptation Strategies (2019)
- Cultural Plan (2023)
- Electoral Area A Salmon River-Lakes Official Community Plan Bylaw No. 1587, 1996
- Emergency Management Plan (2019)
- Housing Needs Report (2021)
- Prince George Area Industrial Lands Profile (2008)
- Lakeshore Guidelines (2004)
- Regional Agriculture Strategy (2022)
- Regional District Board Strategic Priorities (2019-2023)
- Regional Parks Plan (2020)
- Solid Waste Management Plan (2015)
- Subdivision Servicing Bylaw (2013)
- Zoning Bylaw No. 2892 (2014)

The work should include the utilization of existing datasets available through Census Canada, Ministry of Agriculture and Food, BC Assessment and other agencies that collect relevant data.

<sup>1</sup> Province of British Columbia Contacts for First Nation Consultation Areas

<sup>2</sup> Bulkley-Nechako & Fraser-Fort George BC Agriculture & Climate Change Regional Adaptation Strategies



## **Scope of Work**

### Phase 1: Project Initiation

- Establish key Regional District administrative level contacts and consultant team introduction;
- Provide a summary for project management oversight for the entire project
- Develop, with Regional District administration, a detailed work plan approach and methodology for the overall project with key deliverables identified including timelines, reporting plan, document review plan, etc.
- Develop a communication plan to maximize internal and external education on the fundamental aspects of the project
- Develop an engagement strategy to maximize local resources, existing events and identify opportunities for meaningful engagement

#### **Deliverables:**

- a. Detailed Work Plan**
- b. Communication Plan**
- c. Engagement Strategy**

### Phase 2: Technical Review and Issues Identification

- Review and analyze the existing Official Community Plan including, but not limited to: vision, guiding principles, policies, objectives and land use designations. Emphasis should be placed on:
  - Review, modernization and replacement of existing Development Permit Regulations and mapping
  - Review, modernization and replacement of existing Development Approvals requirements
  - Review, modernization and replacement of housing policies and objectives
  - Review, modernization and replacement of agriculture policies and objectives
  - Review and analysis of climate action policies and objectives
- Review and analysis of location, amount and type of present, and preparation of forecasts to anticipate future demand of, agricultural, commercial, industrial, residential, lakeshore settlement, recreational, and public utility land uses. This must include approximate location and area of sand and gravel deposits suitable for future sand and gravel extraction
- identification and analysis of location, type, usage, capacity and phasing of any major road, sewer and water systems, waste treatment and disposal sites, private utility purveyors, and public facilities, including schools and parks
- identification and analysis of known sensitive and endangered ecosystem, fish and wildlife habitats, and wildlife corridors
- identification and analysis related to natural hazard areas including floodplains and wildfire risk areas
- identification of unique geographical, environmental, historical, social, cultural and economic conditions for each distinct settlement within Electoral Area A
- Review and analyze existing relevant bylaws and reports
- Develop communication materials and information to support the project (website content, graphics, brochures, etc.)
- Conduct issues identification:
  - Deploy Communication Plan related to internal and external education on fundamental aspects of the project to prepare and build capacity for Indigenous Governments, intergovernmental agencies and the community to participate in effective dialogue; and



- Early engagement with Regional District administration, Board, Indigenous Governments and the community to obtain local knowledge, identify known issues, assess priorities, identify local challenges and opportunities.
- Identify early findings, key issues, trends, priorities and issues identification and present findings
- Identify a layout for the Official Community Plan that will improve regulation readability

**Deliverables:**

- a. Development of materials required to support Communication Plan and Engagement Strategy**
- b. Report detailing findings of technical review and issues identification and provide recommendations for OCP development**
- c. Present technical review and issues identification report and recommendations for OCP development to the Regional District Board**

Phase 3: Engagement

- Develop additional materials and information to support Engagement Strategy throughout the life of the project (website content, survey, graphics, brochures, etc.)
- Conduct engagement/discussion of the project and draft recommendations to intergovernmental agencies including, but not limited to, Regional District administration, member municipalities, University of Northern British Columbia, adjacent Regional Districts, provincial agencies and the School District
- Conduct engagement/ discussion of the project and draft recommendations with Indigenous Governments and employ methods that encourages meaningful participation
- Conduct enjoyable and interactive community engagement processes and employ methods that encourages meaningful participation
- Collection and analysis of engagement input.

**Deliverables:**

- a. Development of materials required to support Communication Plan and Engagement Strategy**
- b. Report on and analysis of engagement input**
- c. Updates on recommendations to OCP**
- d. Present analysis of engagement input report and recommendations to the Regional District Board**

Phase 4: Draft the OCP

- Prepare a Draft #1 OCP, including graphics and maps, that is compliant with *Local Government Act* requirements
- Provide a summary of required or recommended zoning bylaw amendments needed as a result of Draft #1 OCP
- Provide a table indicating all parcels that will have different OCP land use designation

**Deliverables:**

- a. Draft #1 OCP**
- b. Provide summary of required or recommended zoning bylaw amendments**
- c. Provide summary of all parcels that will have a different OCP land use designation**
- d. Present Draft #1 OCP to the Regional District Board**



Note: The Regional District will coordinate a legal review of the draft Official Community Plan

Phase 5: Feedback

- Conduct engagement/discussion of the draft OCP to intergovernmental agencies including, but not limited to, Regional District administration, member municipalities, University of Northern British Columbia, adjacent Regional Districts, provincial agencies and the School District
- Conduct engagement/ discussion of the draft OCP with Indigenous Governments and employ methods that encourages meaningful participation
- Conduct enjoyable and interactive community engagement processes and employ methods that encourage meaningful participation
- Collection and analysis of feedback input
- Prepare a Draft #2 OCP, including graphics and maps, that is compliant with *Local Government Act* requirements

**Deliverables:**

- a. Report detailing findings through feedback phase on draft OCP and recommended updates**
- b. Draft #2 OCP with recommended updates**
- c. Present Draft #2 OCP to Regional District Board**

Phase 6: Finalize and Bylaw Approval

- Prepare a Final OCP, including graphics and maps, to be presented to the Regional District Board for Bylaw reading consideration. Ensure that it is compliant with *Local Government Act* requirements.
- Organize and lead early and on-going consultation of Final OCP Bylaw that meets *Local Government Act* requirements including, but not limited to; Indigenous Government engagement, School District consultation, Environmental Services and Financial Services considerations and public consultation required through Bylaw readings
- Prepare any updates to Final OCP resulting from consultation of Final OCP
- Organize and lead public hearing

**Deliverables:**

- a. Final OCP**
- b. Present Final OCP to Regional District Board**
- c. Early and on-going consultation**
- d. Final OCP with updates, if required**
- e. Public Hearing**



**Finished Reports and Supporting Documentation**

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.

1. Schedule

This schedule will set out the key dates by which work is to be completed by both parties, and may include, but is not limited to, the following:

<b>Task</b>	<b>Schedule/Deadline</b>
Request for Proposals Issuance	October 20, 2023
Request for Proposal Closing	November 20, 2023
Anticipated Award	December 14, 2023
Project Initiation and Management	January 2, 2024
Technical Review and Issues Identification	To be determined by Service Provider and Regional District
Engagement	To be determined by Service Provider and Regional District
Draft the Official Community Plan	To be determined by Service Provider and Regional District
Feedback	To be determined by Service Provider and Regional District
Finalize and Bylaw Approval	To be determined by Service Provider and Regional District

2. Project Budget

The target budget for this project is ± \$150,000 inclusive of expenses and taxes. All prices for the work are to be Canadian dollars. Any applicable Federal or Provincial taxes, or levies, must be included in the Total Contract Price.

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.

<b>#</b>	<b>Project Element</b>	<b>Time Estimate</b>	<b>Budget</b>
A.	Project Initiation and Management		\$
B.	Technical Review and Issues Identification		\$
C.	Engagement		\$
D.	Draft the Official Community Plan		\$



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E.	Feedback		\$
F.	Finalize and Bylaw Approval		
G.	Additional Expenditures: Travel, Communications, Accommodation, etc.		\$
H.	Taxes		\$
	<b>TOTAL:</b>		<b>\$</b>

3. Project Process and Reporting Structure

The successful Proponent will be required to liaise with Regional District administration throughout the project. Regional District administration 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 “C”  
SAMPLE 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 SERVICE PROVIDER**

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 “Service Provider”)

OF THE SECOND PART

WITNESSETH that the Service Provider and the Regional District undertake and agree as follows:

1. The Service Provider will:
  - a) provide all necessary materials, labour, supervision, and equipment and perform all work, and fulfill everything as set forth in and in strict accordance with the contract documents for the Electoral Area A Official Community Plan project entitled “DS-23-02 – Electoral Area A Official Community Plan”; and
  - b) commence to actively proceed with the Electoral Area A Official Community Plan project as described in Appendix “B” – Scope of Work (the “Work”) in the RFP for this Contract.
2. The Regional District will pay to the Service Provider, as full compensation for the performance and fulfilment of this Contract, the sum or sums of money specified herein in the manner and at the times specified in this Contract.
3. The Conflict of Interest Disclosure Statement, RFP, all addenda, Service Provider’s submission for the RFP, and General Conditions of Contract, are all incorporated herein, to the intent and purpose as though recited in full herein, and the whole will form the contract and will inure to the benefit of and be binding upon the parties hereto and their successors, executors, administrators, and assigns.
4. No implied contract of any kind whatsoever, by or on behalf of the Regional District, will arise or be implied from anything contained in this Contract or from any position or situation of the parties at any time, it being understood and agreed that the express contracts, covenants and agreements made





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## **1. DEFINITIONS OF TERMS**

Throughout this Contract, the following definitions apply:

- “Service Provider” means the successful Proponent of this Request for Proposal
- “Electoral Area A Official Community Plan” means the project as described in Appendix “B” – Scope of Work (the “Work”) in the RFP for this Contract
- or “Services” or “Project”
- “Contract” or “Contract Documents” means the final agreement that comprises a completed set of the Proponent’s RFP submission, this RFP and all documents, specifications, and addenda incorporated therein
- “Project Manager” means the General Manager of Development Services or designate
- “Proponent” means an individual or firm that submits, or intends to submit, a proposal response to this Request for Proposal
- “Proposal” means the submission in response to this Request for Proposal
- “RDFFG” means the Regional District of Fraser-Fort George
- “Regional District” means the Regional District of Fraser-Fort George
- “RFP” means this Request for Proposal
- “Site” means the Regional District administration building at 155 George Street, Prince George, BC, V2L 1P8

## **2. INTENT OF CONTRACT DOCUMENTS**

The intent of this Contract is that the Service Provider will provide all supervision, labour, materials, and equipment and all else necessary for, or incidental to, the proper execution of the Electoral Area A Official Community Plan described in this Contract or as directed by the Regional District and all incidental work to complete the Electoral Area A Official Community Plan.

This Contract is not a contract of employment. The Service Provider is an independent Service Provider, and nothing herein shall be construed to create a partnership, joint venture or Service Provider and neither party shall be responsible for the debts or obligations of the other.

## **3. LOCAL CONDITIONS**

The Service Provider will, by personal inspection, examination, calculations or tests, or by any other means, satisfy themselves with respect to the quantities, quality, and practicability of the Electoral Area A Official Community Plan project and of their methods of procedure. No verbal agreements or conversation with any officer, agent or employee of the Regional District, either before or after the execution of this Contract, will affect or modify any of the terms or obligations herein contained.

## **4. MANAGER’S STATUS**

The Project Manager, or their designate will be the Regional District's representative during the period of this Contract and will observe the Electoral Area A Official Community Plan project in



progress on behalf of the Regional District for the purpose of ensuring that the Electoral Area A Official Community Plan project has been satisfactorily carried out. The Project Manager has the authority to stop the services whenever such stoppage may be necessary, in their opinion, to ensure the proper execution of the Electoral Area A Official Community Plan project in accordance with the provisions of the Contract.

**5. REPORTS**

The Service Provider will, upon the request of the Project Manager, fully inform the Project Manager of the work done and to be done by the Service Provider in connection with the provision of the RFP and Contract.

**6. SUPERVISION**

The Service Provider shall employ at all times, qualified and experienced personnel to carry out the Electoral Area A Official Community Plan project.

**7. CHARACTER OF WORKERS**

The Service Provider and all workers must have sufficient knowledge, skill and experience to perform properly the work assigned to them and to be tactful and courteous in dealing with the Regional District's administration. Any supervisor or worker employed by the Service Provider who, in the opinion of the Project Manager, does not perform their work in a competent manner, appears to act in a disorderly or intemperate manner, appears to be under the influence of drugs or alcohol or is willfully negligent will, at the written request of the Project Manager, be removed from the Site immediately and will not be employed again in any portion of the Electoral Area A Official Community Plan project without the approval of the Project Manager.

**8. ASSIGNMENT OF CONTRACT**

The Service Provider will not sublet, sell, transfer, assign, or otherwise dispose of this Contract or any portions thereof, or their right, title or interest therein, or their obligations thereunder without written consent of the Regional District, except for assignment to a bank of the payments to be received hereunder.

**9. CONFIDENTIALITY**

In accordance with the *Freedom of Information and Protection of Privacy Act*, the Service Provider will treat as confidential and will not, without the 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 Service Provider as a result of this Contract except insofar as such publication, release or disclosure is necessary to enable the Service Provider to fulfil their obligation under this Contract, or by the laws of British Columbia.

**10. RIGHT TO TERMINATE SERVICES**

The Regional District may terminate any or all services upon thirty (30) days written notice. If such notice is given, the Regional District will pay only for time and expenses incurred by the Service Provider up to the termination date and for any reasonable time and expense incurred to bring the Electoral Area A Official Community Plan project to a close in a prompt and orderly manner.



In the event of the breach or non-performance by the Service Provider of any of the covenants, conditions and agreements contained in the Contract to be performed or stoppage under Section 4, the Regional District reserves the right to terminate this Contract without notice. The Regional District may also deduct from the payments due to the Service Provider any payments or expenditures it is required to make to remedy any such non-performance or breach hereof.

#### **11. SERVICE PROVIDER'S TERMINATION OF CONTRACT**

The Service Provider shall have the right to terminate this Contract in the event the Regional District fails to pay for the Work performed except as provided in this Contract, within thirty (30) days from the specified date of payment and fails to remedy such default within ten (10) days of the Service Provider's written notice to do so.

#### **12. OWNERSHIP**

The material produced, received or provided by the Service Provider to fulfill this Contract, or by the Regional District to the Service Provider as a result of this Contract will:

- a) remain or become the exclusive property of the Regional District, and
- b) upon receiving written notice from the Regional District requesting delivery of the same, be immediately delivered to the Regional District by the Service Provider, whether such notice is given before, upon, or after the expiration or sooner termination of this Contract.

#### **13. INSURANCE**

The Service Provider, 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 Professional Liability Insurance and automobile insurance on vehicles owned by the Service Provider) 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 Service Provider's insurance policies shall include a deductible no greater than \$25,000 for each claim. The Service Provider 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 RDFFG is to be added as additional insureds. Such CGL coverage shall include the following liability extensions: Contingent Employers Liability, Broad Form Products & Completed Obligations, Personal Injury, Blanket Contractual, and Cross Liability.
2. Professional Liability in an amount not less than \$1,000,000 inclusive per occurrence.
3. Where the Service Provider requires the use of automobiles to undertake the work of the Contract, the Service Provider will have the following:
  - a. Automobile Liability on all vehicles owned, operated, or licensed in the name of the Service Provider in an amount not less than \$2,000,000 per occurrence.
  - b. Non-owned Automobile Liability insurance in an amount not less than \$2,000,000 per occurrence.

The Service Provider shall ensure that all sub-contractors forming from this Contract meet the



insurance requirements outlined above.

It is the sole responsibility of the Service Provider to determine if additional limits of liability insurance coverage are required to protect them from risk.

**14. INDEMNITY AND RELEASE BY SERVICE PROVIDER**

Notwithstanding the provision of insurance coverage by the Service Provider, the Service Provider hereby agrees to indemnify and save harmless the Regional District, its officers, agents, and employees from and against all claims, demands, losses, costs, payments, damages, actions, suits or proceedings by whomever made, brought or prosecuted and in any manner based upon, arising out, related to, occasioned by or attributable to the activities of the Service Provider, its servants, agents and sub-contractors, in providing the Electoral Area A Official Community Plan project and performing the work of the Contract, excepting always liability arising solely out of the negligent act or omission of the Regional District.

**15. INJURY OR DAMAGE TO PERSONS OR PROPERTY**

The Service Provider will use due care and take all necessary precautions to ensure the protection of persons and property on the Site and will comply with the Workers' Compensation Act of the Province of British Columbia. The Service Provider will be liable for any and all injury or damage which may occur to persons or property on the Site due to any act, omissions, neglect or default of the Service Provider, their employees, or agents and indemnify and save harmless the Regional District in this regard.

The Service Provider will immediately report any on-Site injury or damage to the Regional District's property to the Regional District.

**16. WORKSAFEBC**

The Service Provider will ensure that all work performed in British Columbia by the Service Provider is performed in compliance with the British Columbia Workers Compensation Act and regulations and guidelines under this Act. If the Service Provider does not comply with this requirement, the Regional District may terminate this Service Agreement for cause without prior notice to the Service Provider.

The Service Provider 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 Service Provider to determine their registration status. Prior to commencing the project, the Service Provider will be required to supply a Clearance Letter that the Service Provider 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 Service Provider has maintained its good standing through the Project period and payments are current.

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



## **17. FORCE MAJEURE**

If either the Service Provider or the Regional District are prevented from performing their obligations under the Contract, or where the Regional District's work in respect of which the Service Provider 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 Service Provider and the Regional District under the Contract shall be suspended for so long as the condition 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 Service Provider a time extension for performance of any milestone dates required as part of the Services as may be agreed with the Service Provider or, if the Regional District and the Service Provider are unable to reach agreement, as determined by the dispute resolution process under Section 28 of the Contract.

Where as a result of Force Majeure there is a material increase in the Service Provider'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 Service Provider under Section 19 of this Agreement, as may be agreed by the Service Provider, or as determined under Section 28 of the Contract. 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 Service Provider 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 Service Provider in accordance with Section 19 of this Agreement.

## **18. CHANGES IN THE WORK**

The Regional District, without invalidating this Contract, may make changes by altering, adding to, or deducting from the Work. The Service Provider will proceed with the Work as changed and the Work will be executed under the provisions of this Contract. No changes will be undertaken by the Service Provider without written order of the Regional District, and no claims for additional compensation will be valid unless the change in writing was so ordered. The Regional District will entertain no payment for extra work or changes in this Contract unless a Change of Work Order is completed and signed by the Regional District and the Service Provider.

## **19. PAYMENT**

The Regional District will by the thirtieth (30th) day of the month following that for which payment is required on receipt of an invoice and on advice from the Project Manager that the Electoral Area A Official Community Plan project have been satisfactorily carried out, pay the Service Provider for Electoral Area A Official Community Plan project completed in accordance with the Contract in the previous month. No payment will be made for materials supplied by the Regional District.



**20. PAYMENT WITHHELD OR DEDUCTED**

In the event it is determined that the Electoral Area A Official Community Plan project does not meet the specifications outlined in the Contract documents or that the work is deficient in any way, the Regional District may, hold back sufficient funds to ensure compliance. The amount of the holdback, if any, and the provisions for the release of funds shall be subject to discussion between the Regional District and the Service Provider. The conclusion of any discrepancies and/or deficiencies must occur within a reasonable period of time.

**21. GOODS AND SERVICES TAX**

Federal law states that five percent (5%) tax be paid on all goods and services. If the Service Provider does not qualify as a small supplier, then the Service Provider is required to identify the GST tax on all invoices and the Regional District is liable to pay this amount to the Service Provider.

**22. DURATION OF CONTRACT**

This Contract will commence on the date the contract is executed and all deliverables for the Electoral Area A Official Community Plan project will be completed no later than January 2, 2025.

**23. COMPLIANCE WITH LAWS**

The Service Provider will give all the notices and obtain all the licenses and permits required to perform the work and provide written confirmation that the Service Provider's and sub-contractor's personnel are fully certified to perform the Work. The Service Provider will comply with all laws, regulations and requirements of authorities having jurisdiction applicable to the Work or performance of this Contract.

**24. LAWS OF BRITISH COLUMBIA**

This Contract will be governed by, and will be construed and interpreted in accordance with, all laws in effect in the Province of British Columbia.

**25. CONTRACT PERFORMANCE REVIEWS**

From time to time, as deemed necessary, the Project Manager may request that the Service Provider participate in a Contract performance review. Documented performance arising from such reviews may be used as basis for alteration of the scope of work or suspension/termination of the Contract.

**26. DISPUTED WORK**

If, in the opinion of the Service Provider, they are being required to perform work beyond that which the Contract requires them to do, whether at the discretion of the Regional District or otherwise, they will within five (5) days deliver to the Project Manager a written notice of protest in the form prescribed herein prior to proceeding with any of the disputed work. The five (5) day time period commences from the time of direction given by the Project Manager, or the time at which the Service Provider determines that they are required to perform such work, whichever occurs first.

The Service Provider will keep accurate and detailed cost records that should indicate the cost of the work done under protest. The Service Provider will not be entitled to payment if they fail to keep and produce such records.



**27. SEVERABILITY**

All articles of this Contract are severable one from the other. Should a court of competent jurisdiction find that any one or more articles herein are void, the validity of the remaining articles hereof will not be affected.

**28. DISPUTE RESOLUTION**

If a claim, dispute, or controversy arises out of or relates to the interpretation, application, enforcement, or performance of Services under this Contract, the Proponent and the Regional District agree first to try in good faith to settle the dispute by negotiations between senior management of the Proponent and the Regional District. If such negotiations are unsuccessful, the Proponent 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 Proponent 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 the Regional District.

**29. WAIVER OF TERMS AND CONDITIONS**

The failure of either the Proponent or the Regional District in any one or more instances to enforce one or more of the terms or conditions of this Contract or to exercise any right or privilege in this Contract or the waiver by the Proponent or the Regional District of any breach of the terms or conditions of this Contract 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.

**30. ENTIRE AGREEMENT**

The terms and conditions set forth herein constitute the entire understanding and agreement of the Proponent 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 Proponent agree to reference this Contract 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.



**Appendix "D"**  
**CONFLICT OF INTEREST DISCLOSURE STATEMENT**

**PROCUREMENT PROCESS**

DS-23-02 – Electoral Area A Official Community Plan

Proponent Name: \_\_\_\_\_

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

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

\_\_\_\_\_  
Print Name of Person Signing Disclosure

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