



**REGIONAL DISTRICT
of Fraser-Fort George**

REQUEST FOR PROPOSALS

ES-26-09

**Regional Solid Waste Management
Plan Review and Update**

Date Issued

March 26, 2026

Closing Location

Regional District of Fraser-Fort George
155 George Street, Prince George, BC V2L 1P8
purchasing@rdffg.bc.ca

Inquiries

General Questions:

Graham Thornton at graham.thornton@rdffg.bc.ca

Technical Questions:

Laura Zapotichny at lzapotichny@rdffg.bc.ca

Inquiries deadline: April 9, 2026, at 4:00 p.m.

Closing Date

April 29, 2026, at 2:00 p.m. PST

No Public Opening

Late submissions are not considered



Table of Contents

- 1.0 INTRODUCTION3**
 - 1.1 BACKGROUND..... 3
- 2.0 INVITATION AND SUBMISSION INSTRUCTIONS4**
 - 2.1 REQUEST FOR PROPOSALS (RFP) DOCUMENTS 4
 - 2.2 PROPOSAL SUBMISSIONS AND CLOSING TIME 4
 - 2.3 ACKNOWLEDGEMENT LETTER..... 5
- 3.0 RFP PROCESS RULES 5**
 - 3.1 DEFINITIONS 5
 - 3.2 ACCEPTANCE OF TERMS AND CONDITIONS 7
 - 3.3 SUBMISSION OF PROPOSAL 7
 - 3.4 ERRORS, OMISSIONS, CLARIFICATIONS 7
 - 3.5 LATE PROPOSALS 7
 - 3.6 CHANGES TO PROPOSALS 7
 - 3.7 CONFLICT OF INTEREST 8
 - 3.8 SUBCONTRACTORS..... 9
 - 3.9 REJECTION OF PROPOSAL 9
 - 3.10 LIABILITY FOR ERRORS10
 - 3.11 LIMITATION OF LIABILITY10
 - 3.12 OWNERSHIP OF PROPOSALS AND FREEDOM OF INFORMATION11
 - 3.13 CONFIDENTIALITY11
 - 3.14 NOT A TENDER11
- 4.0 PURPOSE 11**
- 5.0 PROPOSAL SUBMISSION..... 12**
 - 5.1 PROPOSAL FORMAT12
- 6.0 SCOPE OF WORK 12**
- 7.0 FINANCIAL PROPOSAL..... 12**
 - 7.1 TERMS OF PAYMENT.....13
 - 7.2 COST CONTROL.....13
 - 7.3 INVOICING AND PAYMENT13
- 8.0 PROJECT TEAM INFORMATION 13**
 - 8.1 QUALIFICATIONS AND EXPERIENCE13
 - 8.2 KEY PERSONNEL14
 - 8.3 PROFESSIONAL RESPONSIBILITY.....14
- 9.0 WORK PLAN AND APPENDIX 14**
- 10.0 PROPOSAL EVALUATION 14**
 - 10.1 PROPOSAL EVALUATION14
 - 10.2 COMPLIANCE WITH RFP REQUIREMENTS14
 - 10.3 WEIGHING OF CRITERIA15
- 11.0 SUCCESSFUL PROPONENT 16**
 - 11.1 FORM OF CONTRACT.....16
 - 11.2 AWARD OF CONTRACT16
 - 11.3 CONTRACT DURATION.....16

11.4	CONTRACT PRICE	16
12.0	REGIONAL DISTRICT PROJECT MANAGER.....	17
	<i>APPENDIX A: Scope of Work.....</i>	<i>18</i>
	<i>APPENDIX B: Acknowledgement Letter</i>	<i>21</i>
	<i>APPENDIX C: List of Subcontractors</i>	<i>22</i>
	<i>APPENDIX D: Goods and Services Tax Information</i>	<i>23</i>
	<i>APPENDIX E: Conflict of Interest Disclosure Statement.....</i>	<i>24</i>

Request For Proposals

ES-26-09 – Regional Solid Waste Management Plan Review and Update

1.0 Introduction

The Regional District of Fraser-Fort George invites Proposals from qualified firms to provide engineering consulting services for the preparation of a Regional Solid Waste Management Plan (RSWMP) update.

1.1 Background

The Regional District of Fraser-Fort George provides local government services to approximately 100,000 people in four municipalities and seven electoral areas covering a geographic area of 52,000 km². Approximately 75% of the population lives in the City of Prince George with an additional 8,000 people residing in the municipalities of Mackenzie, McBride and Valemount. The remainder resides in seven Electoral Areas.

The Regional District is governed by a 14-member Board consisting of seven directors appointed by four municipalities and seven electoral 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 website (rdffg.ca) provides additional information concerning its services.

In 2016, the Minister of Environment approved the Regional District of Fraser-Fort George's second Regional Solid Waste Management Plan (RSWMP). The RSWMP is designed to cover a ten-year period and fulfill the requirements for regional solid waste management planning under the *Environmental Management Act*.

In British Columbia, regional districts are mandated by the Provincial *Environmental Management Act* to develop Solid Waste Management Plans that are long term visions of how each regional district would like to manage their solid wastes, including waste diversion and disposal activities.

The Regional District's RSWMP included programs, policies and infrastructure to meet the objectives of:

- Minimizing the amount of waste sent to landfill and maximize landfill life;
- Increasing recycling opportunities, particularly for plastics and organics;
- Incorporating Extended Producer Responsibility (EPR) into Plan;
- Addressing the final closure and monitoring of the small landfills; and
- Addressing the management of construction and demolition waste.

The RSWMP was implemented through a cooperative effort involving the Regional District of Fraser-Fort George, City of Prince George, District of Mackenzie, Village of Valemount, Village of McBride, BC Environment and the private sector. The Regional District provides RSWMP programs to each member municipality and electoral area in accordance with the Plan objectives. Member municipalities will continue to provide curbside collection of household wastes at their discretion.

2.0 Invitation and Submission Instructions

2.1 Request for Proposals (RFP) Documents

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

- a) in a PDF (portable document format) file format from the Regional District's website at rdffg.ca
- b) on the BC Bid website at bcbid.gov.bc.ca

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

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

The lowest or any Proposal will not necessarily be accepted. The Regional District reserves the right to accept or reject any or all Proposals.

2.2 Proposal Submissions and Closing Time

Proposals must be in English and must be submitted using the submission methods below. The submission must include a cover letter that identifies the RFP, identifies the Proponent and includes the signature of an authorized representative of the Proponent.

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 April 29, 2026.

Proposals submitted by fax will **not** be accepted. Any Proposal received after the closing date and time will not be considered 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 "ES-26-09 – RSWMP Review and Update." (The maximum file size able to be received by the Regional District is 35 MB); or
- Electronic format submitted on a USB readable device with the Proposal in a PDF, or equivalent format; or
- Hard copy format, including three 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
3rd Floor, 155 George Street, Prince George, BC V2L 1P8

2. Request for Proposals: ES-26-09 – RSWMP Review and Update
3. Responding Proponent's name and address.

To be considered, Proposals must be signed by an authorized signatory of the Proponent. By signing the Proposal, the Proponent is bound to statements made in response to this RFP. Any Proposal received by the Regional District that is unsigned will be rejected.

Proposals not submitted in strict accordance with these instructions or not complying with the requirements in this RFP may be rejected.

The Regional District will not be responsible for any costs incurred by Proponents 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. Should errors be discovered, they will be corrected by the Proponent at their expense.

The Regional District reserves the right to negotiate with any Proponent at its discretion. The Proponents will be competent and capable of performing the work. The Proponent may be required to provide evidence of previous experience and financial responsibility before a Contract is awarded.

Questions relating to the RFP must be emailed directly to:

Project Manager: Graham Thornton: graham.thornton@rdffg.bc.ca

Deadline for question submissions is 4:00 pm (local time) April 9, 2026.

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.

2.3 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, Project Manager, graham.thornton@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, Addendum(s), or answers to questions. The Proposal may be disqualified if it is incomplete or non-compliant as a result of the Proponent's failure to acknowledge receipt of an addendum in accordance with this RFP, or as a result of the Proponent's failure to comply with the requirements of an addendum to this RFP.

3.0 RFP Process Rules

3.1 Definitions

"Addendum(s)" 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. The Contractor is the fully responsible party for the performance, coordination, and successful delivery of all services, Deliverables, obligations, and duties required under the Contract.

“Deliverables” means all outputs, work products, and materials required to be produced and submitted by the Contractor under the Contract, including but not limited to reports, plans, technical memoranda, engagement materials, presentations, draft and final documents, and status updates, as specified in the Scope of Work set out in Appendix A of this RFP. Deliverables are subject to review and acceptance by the Regional District.

“Milestones” means defined stages or points in the project timeline at which specified Deliverables or tasks are to be completed, forming the basis for progress measurement and payment.

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

“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 request for proposals described in this document, including any attached or referenced appendices or exhibits and as may be modified in writing from time to time by the Regional District by Addendum(s).

“Scope of Work” means the detailed description of the Services, tasks, responsibilities, and Deliverables set out in Appendix A of this RFP.

“Services” means all professional, technical, and administrative work to be performed by the Contractor under the Contract, including all tasks, activities, and Deliverables described in the RFP.

“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.

3.2 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 Addendum(s).

3.3 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.

3.4 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: graham.thornton@rdffq.bc.ca.

All requests for clarification or inquiries must be made by April 9, 2026, 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.

3.5 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.

3.6 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.

3.7 Conflict of Interest

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

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.

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.

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.

3.8 Subcontractors

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

3.8.1 Prime Responsibility for Contract Performance

The Contractor shall be fully and solely responsible for the performance of all services, Deliverables, obligations, and duties required under the Contract, whether such work is performed directly by the Contractor or by any approved subcontractor. The Contractor's responsibility includes, without limitation, quality of work, compliance with all specifications, adherence to Appendixs, and fulfillment of all contractual requirements.

3.8.2 Subcontractor Status and Limitations

Any subcontractor engaged by the Contractor shall act solely as an independent contractor to the Contractor and not as an agent, employee, or contractor of the Regional District. No subcontractor shall have any contractual relationship with, or recourse against, the Regional District.

3.8.3 Approval of Subcontractors

The Contractor shall not retain or replace any subcontractor without the prior written consent of the Regional District. Consent shall not relieve the Contractor of any responsibilities or liabilities under the Contract.

3.8.4 Flow-Down of Contract Obligations

The Contractor shall ensure that all subcontractors comply with applicable provisions of the Contract as if they were the Contractor, including quality standards, reporting, scheduling, confidentiality, and applicable insurance requirements.

3.8.5 Liability and Indemnification

The Contractor shall be liable for any act, omission, negligence, or default of any subcontractor, its employees, or agents, to the same extent as if such actions were those of the Contractor. The use of subcontractors shall not diminish or limit the Contractor's insurance obligations or Contractual responsibilities.

3.8.6 Single Point of Contact

The Contractor shall remain the sole point of contact between the Regional District and all parties involved in the delivery of services.

3.9 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, 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.

3.10 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.

3.11 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 not complied with the terms of this Request for Proposals, with the exception of fraud on the Regional District's part.

3.12 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.

3.13 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.

3.14 Not a Tender

This RFP is not a tender call, and neither it nor the submission of any response to this RFP creates a tender process or a "Contract A".

4.0 Purpose

The Regional District intends to engage a qualified and experienced Proponent to prepare an updated Regional Solid Waste Management Plan for the Regional District of Fraser-Fort George.

The new plan will set the legal framework in how wastes, recycling and waste reduction/diversion is managed as well as to evaluate how our systems are working and to recommend areas of improvement, while meeting regulatory obligations. The sequential 5 R pollution prevention hierarchy (Reduce, Reuse, Recycle, Recover, Residuals Management) will be used as a tool to evaluate and prioritize future improvements. Any recommended changes to RFFFG management strategies will consider the implications of such strategies, including cost and should be in accordance with all Provincial legislation and guidelines including but not limited to:

- Environmental Management Act [SBC 2003] c. 53
- Contaminated Sites Regulation Reg 171/2025
- Hazardous Waste Regulation Reg 170/2025
- Landfill Gas Management Regulation Reg 76/2022
- Organic Matter Recycling Regulation Reg 76/2022

- Recycling Regulation Reg 170/2025
- Landfill Criteria for Municipal Solid Waste
- A Guide to Solid Waste Management Planning

5.0 Proposal Submission

5.1 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.

- Title page, including RFP number and title, Proponent 's name and address, telephone number, email address, and contact representative.
- One-page letter of introduction **signed** by the authorized signatory of the Proponent.
- Table of contents including page numbers.
- An Executive Summary of the key features of the Proposal, including any suggested changes and reasons or justifications for the suggested changes.
- Completed Appendix "C", List of Subcontractors.
- The body of the Proposal, including the work plan and Appendix.
- Additional information that a Proponent may choose to provide.
- Completed and signed Appendix "D", Good and Servies Tax Information.
- Completed and signed Appendix "E", Conflict of Interest Disclosure Statement.
- Workplan including start date, milestones, and project completion date.
- Three references that may be contacted for the purpose of confirming your company's experience.
- All amendments and Addendum(s), if any, issued for this RFP. Each amendment and Addendum(s) should be signed by the Proponent and included with the Proposal and will form part of the Proposal and Contract.**

6.0 Scope of Work

The scope of the work will be carried out for the duration of this Contract. The scope of work is defined in Appendix A.

7.0 Financial Proposal

The Proponent must specify in the Proposal, the fees required to satisfy the terms of reference for the project, the work plan, and methodology. The Proponent must clearly identify and detail all costs separately. As well, the various stages of the work plan shall be costed, with taxes and disbursements

clearly identified. The fee structure shall be based on milestones and Deliverables to the Regional District over the duration of the Contract period.

7.1 Terms of Payment

The Proponent must specify in the Proposal, the terms of payment required for the duration of the project.

7.2 Cost Control

The Proponent must provide in the Proposal, a description of the cost control measures they will employ to effectively manage the project budget.

7.3 Invoicing and Payment

If an Agreement is awarded, invoices should be sent to financialservices@rdffg.bc.ca and should include at a minimum:

- 1) Project document name and Contract number
- 2) Regional District contact full name (First and Last)
- 3) Proponent contact information (name and phone number)
- 4) GST number
- 5) WCB number
- 6) Detailed description of work performed
- 7) Applicable taxes shown as separate line item

8.0 Project Team Information

8.1 Qualifications and Experience

- The successful Proponent will have at least five years' experience as a bona fide Contractor in the business of solid waste management planning for local government.
- Proponents will submit evidence of previous successful performance in comparable work.
- Proponents will provide complete information on the experience of key personnel to be involved in the project and references from work on similar projects.
- Proponents may be required to submit evidence of their resources and their ability to carry out the work in their respective submissions.
- This Request for Proposals encourages Proponents to demonstrate their experience, technical expertise and creativity in the area of solid waste management planning.

The Proponent must include the following in the Proposal with respect to each member of the project team:

- the list of the personnel on the project team;
- their project role;
- a statement of qualifications;

- the number of hours each team member will contribute to the project;
- relevant experience with level of complexity; and,
- a curriculum vitae (maximum three (3) pages) for each member of the team, with items with relevant areas highlighted.

Subcontractors, if any, must be identified in the project team information above and in the 'List of Subcontractors' document in Appendix "C".

The Proponent must include a statement of qualifications and relevant experience in support of the Proposal.

8.2 Key Personnel

The successful Proponent will be required to maintain key members of the project team as proposed throughout the term of the Contract including, but not limited to the team lead, key staff and Subcontractors. Any proposed change to the project team must be agreed upon in writing by the Regional District. The Proponent must include a minimum of three references for projects of a similar nature complete with contact information in the Proposal. A brief description of the projects completed for each reference should be provided.

8.3 Professional Responsibility

Only qualified and experienced consulting professionals will be considered for this project. The successful Proponent will be required to seal all documents issued for this project.

9.0 Work Plan and Appendix

The Proponent must provide a work plan in the proposal. The work plan is to include a Appendix of project tasks, milestones, the sequence of task occurrence and details concerning implementation and completion dates for each task.

10.0 Proposal Evaluation

10.1 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, and to determine that which is most favourable to the interests of the Regional District. Proposals will be assessed by a committee formed by the Regional District.

10.2 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).

10.3 Weighing of 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.

Evaluation Criteria	Weight
Project Team Qualifications. Relevant Experience and References	30
Work Plan, Methodology and Project Appendix	25
Consultation Methodology and Appendix	15
Financial Proposal	25
Quality of Proposal including format	5
Total	100

The Proposal submission should be clear, concise, and complete.

(a) Project Team Qualifications. Relevant Experience and References (30 points)

The length and quality of experience of:

- The person named in the Proposal as the Proponent’s project manager assigned to the field work,
- The Proponents firm doing similar projects, and
- The team assigned by the Proponent’s firm to work on this project.

(b) Work plan, Methodology, and Project Appendix (25 points)

This includes the evaluation of:

- The thoroughness of the project approach reflected in the work plan and project Appendix,
- The level of effort reflected in total work hours and assignments of the team developed to complete the project
- The timing of project tasks, milestones, and phases and how each will be completed
- The inclusion of project management pillars including how the consultant will address potential cost overruns, time management to meet each task and the risk factors involved in such a project that might affect the project’s completion
- Timing of project tasks outlined in the project Appendix.

(c) Consultation Methodology and Appendix (15 points)

This includes the evaluation of:

- Thoroughness of the consultation approach reflected in the work plan and Appendix
- Appropriateness of engagement tools (in-person, virtual, open houses, etc.)
- Ability to tailor engagement methods to different communities
- Communications and facilitation training/credentials of team members

(d) Financial Proposal (25 points)

- This includes the amount of detail given to project relevant line items and the overall proposed project cost to the Regional District, and
- The inclusion of any potential cost overruns, including additional public meetings, board presentations and additional consultation required to complete the project

(e) Quality of Proposal including format (5 Points)

- Does the submission follow the directions within the Proposal call and layout?
- Is the Proposal neat, easy to read, and address all areas of the Proposal call thoroughly?

11.0 Successful Proponent

11.1 Form of Contract

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

11.2 Award of Contract

A contract for ES-26-09 (the "Contract") is expected to be awarded to the successful Proponent (the "Consultant") on May 14, 2026. All Proponents will be advised, in writing, as to the awarding of the Contract. The Regional District, in its sole judgment, may delay the Award of Contract date as deemed appropriate by the Regional District.

11.3 Contract Duration

This Contract will commence on June 1, 2026, with the Regional District's acceptance of the successful Proponent's Proposal and will not exceed five years in duration, with the submission of a final report.

11.4 Contract Price

The value of the contract price will be the successful Proponent Financial proposal. All prices for the work should be stated in Canadian dollars. Any applicable Federal or Provincial taxes, or levies, must be shown separately and included in the Total Contract Price.

12.0 Regional District Project Manager

All questions concerning RFP ES-26-09 – Regional Solid Waste Management Plan Review and Update, are as follows:

General Questions:

Graham Thornton,
Waste Diversion Coordinator
graham.thornton@rdffg.bc.ca

Technical Questions:

Laura Zapotichny
GM of Environmental Services
lzapotichny@rdffg.bc.ca

APPENDIX A: Scope of Work

Project Objectives

The updated RSWMP will establish a long-term (10-year) vision, guiding principles, and measurable waste reduction and diversion targets for the Regional District. The successful Proponent will develop a detailed project work plan, including milestones, dependencies, engagement stages, and consultation requirements, consistent with the four-step planning process outlined in “A Guide to Solid Waste Management Planning,” published by the Ministry of Environment in 2016.

Key Areas

Key areas that need to be addressed are:

- 5 R provincial pollution hierarchy (Reduce, Reuse, Recycle, Recover, Residuals) with a focus on reduction and reuse programs.
- Centralized Composting Program performance and future improvements.
- Impact of Extended Producer Responsibility on existing services.
- Financing of future residual waste services and facilities.
- Greenhouse gas emissions.
- Landfill bans and tipping fees review.

Scope of Work

The scope of work for this project shall include, but is not limited to:

1. A project initiation meeting with Regional District staff to review the project goals and the draft work plan.
2. A background review of the current waste management practices within the Regional District. The following documents will be made available to the successful Proponent:
 - 2015 Regional Solid Waste Management Plan (Maura Walker & Associates, 2016)
 - Regional District of Fraser-Fort George 2023 Comprehensive Waste Composition Study (Tetra Tech, 2023)
 - Feasibility Study on Compost Processing and Seasonal Yard and Garden Waste Collection in Member Municipalities (Morrison Hershfield, 2023)
 - Compost Market Study (Net Zero Waste, 2019)
 - Final Report: Assessment of Full-Service Levels for the Regional District Transfer Station Network (Morrison Hershfield, 2019)
 - Report 1: Current Waste Collection & Diversion Services
 - Report 2: Options for Full-Service EPR Delivery and Improving Caretaker Amenities
 - Demolition Land Clearing and Construction Waste Diversion Study (Tetra Tech, 2018)
 - Copies of adopted bylaws relating to solid waste management
 - Financial Budgets and Actual Expenditures for the last 5 years and projections for the next 5 years
 - RDFFG’s Extended Producer Responsibility policy framework
 - 2021 Regional Solid Waste Management Plan

- Annual Reports and other relevant information identified during the RSWMP update process as requested.

The successful Proponent will return these documents to the Regional District at the conclusion of the project.

3. Establishing a Public and Technical Advisory Committee (PTAC) as outlined in the Ministry guidance document.

The successful Proponent is responsible for:

- Identifying and notifying interested parties to participate in the committee.
- Developing Terms of Reference for the PTAC and
- Outlining expected milestones/timelines and role of the PTAC in the planning process.
- Advertisements for the PTAC membership will be made by the RDFFG following the successful Proponent's direction.

The successful Proponent will facilitate and document all PTAC meetings, including preparation of agendas, presentations, and minutes. A minimum of five PTAC meetings should be conducted throughout the process

4. Designing a comprehensive and meaningful consultation plan that includes:

- Receiving input from the PTAC.
- Working with the RDFFG to identify First Nations Stakeholders.
- Engagement with all stakeholders, including identified First Nations, the public, businesses, and other agencies highlighted throughout the process.
- Timelines to conduct engagement throughout all stages of the RSWMP update process.

The consultation plan must include:

- A minimum number of public engagement sessions at key milestones (at least 2–4 per planning phase, virtual and in-person).
- Workshops with the Regional District Board at draft and prefinal stages.
- Online engagement tools such as surveys, FAQs, polling, and publication of draft materials.
- Documentation of all engagement outcomes in a summary report suitable for submission to the Ministry.

Preparation of a baseline assessment summarizing the status of the current solid waste system, including:

- Performance of waste reduction,
- Recycling,
- Organics, and
- Residual management programs.

The assessment must identify successes, challenges, unmet objectives from prior plans, financial implications, and areas for improvement.

5. Preparation of a memorandum with a long list of potential strategy options to achieve the desired targets to possibly include in the updated SWMP.
 - Including reduction, reuse, recycling, EPR optimization, organics processing, transfer system improvements, residual management, bylaws and bans, and emerging technologies.
 - Each option shall be evaluated based on the: diversion potential, GHG reductions, environmental and social impacts, cost implications (capital and operating), regulatory compliance, service equity, and implementation feasibility.
 - A short list of recommended options with proposed targets will be finalized in consultation with PTAC and presented to the Regional District Board.

6. Developing a Draft Plan, Implementation Strategy & Financial Analysis that includes:
 - An implementation plan covering at least 10 years with a half term review after 5 years.
 - Capital and operating cost forecasts for all recommended strategies.
 - A financial model evaluating funding mechanisms, cost recovery systems, tipping fees, surcharges, and future financial sustainability.
 - Staffing, operational, and infrastructure requirements.

The successful Proponent will revise the plan based on engagement feedback and prepare the Final Plan and all appendices required for submission to the Ministry.

Deliverables

The successful Proponent will provide the following Deliverables:

1. Detailed project work plan and Appendix.
2. Background review summary.
3. PTAC meeting agendas, materials, and minutes.
4. Engagement strategy and engagement summary report.
5. Options analysis technical memo.
6. Shortlist recommendations with proposed targets.
7. Draft RSWMP provided in Microsoft Word, Excel, to allow comments to be made through “tracked changes”.
8. Final PDF version of the RSWMP formatted for Ministry submission.
9. Presentations for staff, PTAC, Board, and municipal partners.
10. An Annual Report Template (“report card”) to support ongoing monitoring.
11. Biweekly written status updates to the Regional District project manager will be required throughout the entire project through email or memo.

APPENDIX B: Acknowledgement Letter

The undersigned has received a full set of RFP ES-26-09 Documents.

Regional Solid Waste Management Plan Review and Update

Authorized Signature

Company

Name (please print)

Address

Title

City

Phone Number

Email

Date

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

Please return immediately to:

Graham Thornton, Waste Diversion Coordinator, Environmental Services
Regional District of Fraser-Fort George

Email: Environment@rdffg.bc.ca

APPENDIX D: Goods and Services Tax Information

Supplier:

Name

Address

City

Province

Postal Code

Phone Number

Are you a GST Registrant?

Yes _____

No _____

If YES, please indicate your registration number: _____

If NO, please fill in the following (check appropriate box):

Supplier qualifies as a small supplier under s.148 of the legislation

Other: Specify _____

WCB Registration Number: _____

Signature of Authorized Person

Print Name

Title

Date

APPENDIX E: Conflict of Interest Disclosure Statement

ES-26-09 Regional Solid Waste Management Plan Review and Update

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 Proponent 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

Authorized Representative

APPENDIX F: Sample Contract

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 CONTRACTOR

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 “Contractor”)

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 Contractor in their Proposal in response to Request for Proposal ES-26-09 Regional Solid Waste Management Plan Review and Update that may include, but are not limited to, the following:

(To be finalized as per accepted proposal)

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 Contractor.

- 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 Agreement shall commence on *date to be determined* 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 Contractor 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 Contractor 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 Contractor, 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 Contractor for all Services performed hereunder through the date of any termination and all reasonable costs and expenses incurred by the Contractor in effecting the termination. All drawings, plans or other documents resulting from the Services, whether complete or in a draft form, produced by the Contractor 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 Contractor 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 Contractor, within thirty (30) days of receipt of an invoice from the Contractor, the amount owing for the Services performed to the date of the invoice. All invoices from the Contractor must reference **ES-26-09 Regional Solid Waste Management Plan Review and Update**.

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

6.3 Where the Regional District is not satisfied with the Services provided by the Contractor, 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 Contractor will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by other members of the Contractor'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 Contractor shall be fully independent and shall not act as an agent or employee of the Regional District. The Contractor shall be solely responsible for its employees, and any subcontracts the Contractor lets, and for their compensation, benefits, contributions, and taxes, if any.
9. **INSURANCE:** The Contractor 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 Contractor) 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 Contractor 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 \$5,000,000 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 Contractor will supply a Certificate of Insurance demonstrating coverage requirements as listed above.

Professional Liability (Errors and Omissions) insurance for a minimum of 36 months following completion of all Services, or until substantial implementation of the Plan has commenced, whichever is later, relevant to claims asserted by the Regional District in an amount of \$5,000,000 in respect of each claim or occurrence and in the aggregate. If the Proponent does not maintain continuous coverage, the Proponent shall provide an Extended Reporting Period ("tail coverage") endorsement.
 - 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 Contractor is to be insured to its full insurable value. The Contractor hereby agrees that the Regional District is not responsible for any costs for loss or repair of equipment used by the Contractor other than those costs already provided in the Schedule of Prices herein.

The Contractor shall ensure that all sub-contractors forming from this Service Agreement meet and are bound by the insurance requirements outlined above.

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

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

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

11. **INDEMNITY:** The Contractor 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 Contractor's breach of this Agreement or the negligent acts or omissions of the Contractor 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 Contractor'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 Contractor 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 Contractor may substitute by written notice to the other party. Any such notice will be deemed to be received within seven 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 Contractor 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 Contractor 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 Contractor 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 Contractor a time extension for performance of any milestone

dates required as part of the Services as may be agreed with the Contractor or, if the Regional District and the Contractor 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 Contractor'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 Contractor under Section 6 of this Agreement, as may be agreed by the Contractor 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 Contractor 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 Contractor 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 Contractor by the Regional District will be returned to the Regional District upon completion of the Services. The Contractor may retain one 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 Contractor under this Agreement are instruments of service. The Contractor may retain one 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 Contractor.
- 16.1 The Regional District shall release, indemnify, defend, and save the Contractor 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 Contractor 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 Contractor and the Regional District agree first to try in good faith to settle the dispute by negotiations between senior management of the Contractor and the Regional District. If such negotiations are unsuccessful, the Contractor 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 Contractor 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 Contractor 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 Contractor 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 ES-26-09 and the Contractor's Proposal submission constitute the entire understanding and agreement of the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor at _____
address

The Regional District at 155 George Street, Prince George, BC V2L 1P8.

IN WITNESS WHEREOF the parties have duly executed this Contract.

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

_____)
Chair)

_____)
Date

_____)
GM of Legislative and Corporate Services)

_____)
Date

SIGNED ON BEHALF OF)
PROPONENT NAME)

_____)
Signature)
_____)
(Name and Title) (Please print)

_____)
Date