



**REGIONAL DISTRICT  
of Fraser-Fort George**

**REQUEST FOR PROPOSALS FS-23-02**

**CORPORATE CLIMATE CHANGE ACTION PLAN UPDATE**



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Regional District of Fraser-Fort George  
155 George Street, Prince George BC V2L 1P8  
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<http://www.rdffg.bc.ca>

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**REQUEST FOR PROPOSALS**  
**CORPORATE CLIMATE CHANGE ACTION PLAN UPDATE**

**RFP NUMBER: FS-23-01**    **Issue Date: May 30, 2023**

## **1 INTRODUCTION AND BACKGROUND**

### **1.1 Introduction**

The Regional District of Fraser-Fort George invites proposals from experienced consulting firms for the review and update of the Corporate Climate Change Action Plan.

In 2007 the Regional District committed to addressing climate change issues by signing onto the British Columbia Climate Action Charter. In 2009 the Regional District adopted a Corporate Climate Change Action Plan. This plan was to develop a profile of current energy consumption and GHG emission sources, as well as an action plan for Region District facilities, fleet, purchasing and staff engagement.

The Strategic Priorities set by the Regional District Board for the period 2019 - 2023 include Climate Action as one of the four priorities. The goal is to build an understanding of climate change and support strategies that promote adaptation and mitigation efforts. The outcome is to invest in infrastructure and ensure operational practices move the organization towards a net zero carbon footprint.

### **1.2 Background**

The Regional District of Fraser-Fort George provides government services to approximately 100,000 people in four municipalities and seven electoral areas covering a geographic area of 52,000 km<sup>2</sup>. Approximately 75% of the population lives in the City of Prince George with an additional 8,000 people living 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 over one hundred individual budgets and a variety of cost sharing formulas.

The main office is located in Prince George with numerous facilities and operations spread throughout the region. Services include:

- 9-1-1 call answer service throughout the Regional District of Fraser-Fort George, Cariboo Regional District, Regional District of Bulkley Nechako, Kitimat Stikine Regional District and the Regional District of Central Kootenay
- Fire/rescue dispatch service supporting 100 fire-rescue agencies within the 9-1-1 call answer service region
- Thirteen volunteer fire departments and rescue services located throughout the Regional District
- Emergency preparedness and response service
- Five community lagoon sewer systems
- Two community drinking water systems
- Two ice arena facilities
- Seven community/recreation halls
- Solid waste management services including three landfill operations and a network of 18



transfer stations, yard and garden waste centralized composting and various recycling programs

- Regional Parks system with eleven parks located throughout the Regional District encompassing a total of 330 ha of land
- Land use planning, building inspection services and bylaw enforcement services
- Corporate support services including Finance, IT and GIS services

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

## 2 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 B, and email the signed Acknowledgement Letter to Rachael Ryder, Project Manager at [ryder@rdffg.bc.ca](mailto:ryder@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.**

## 3 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 the 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 **Tuesday, June 27, 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 "**FS-23-02 – Corporate**



**Climate Change Action Plan Update - 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 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  
FS-23-02 – Corporate Climate Change Action Plan Update
3. Responding Proponent’s name and address.

**4 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:**

**Rachael Ryder**  
**Corporate Sustainability Specialist**  
[rryder@rdffg.bc.ca](mailto:rryder@rdffg.bc.ca)

**5 SUMMARY OF OPPORTUNITY**

At the 2007 annual conference of the Union of British Columbia Municipalities the Regional District of Fraser-Fort George committed to addressing climate change issues by signing onto the British Columbia climate Action Charter. In 2009 the Regional District adopted a Corporate Climate Change Action Plan. This plan developed a profile of current energy consumption and GHG emission sources, as well as an action plan for the Regional District facilities, fleet, purchasing and staff engagement.

The Regional District is looking to update the Corporate Climate Change Action Plan with GHG emission reduction strategies that align with the provincial targets outlined in the Clean BC Strategy as well as addressing climate risk and vulnerability of Regional District facilities.

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

**6 RFP PROCESS RULES**

6.1 Definitions

- |                            |       |  |
|----------------------------|-------|--|
| “Addenda” or<br>“Addendum” | means | all additional information regarding this RFP including amendments to the RFP.               |
| “BC Bid”                   | means | the BC Bid website located at <a href="http://www.bcbid.gov.bc.ca">www.bcbid.gov.bc.ca</a> . |
| “Board”                    | means | the Board of the Regional District.  |



“Consultant”	means	the successful Proponent to the RFP who enters into a Service Agreement with 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.
“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.
“Service Agreement”	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.
“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.

**6.2 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.

**6.3 Submission of Proposal**

Proposals must be submitted before the Closing Time using one of the submission methods set out in Section 3 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.

**6.4 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 [rryder@rdffg.bc.ca](mailto:rryder@rdffg.bc.ca).



All requests for clarification or inquiries must be made by 5pm on Tuesday, June 20, 2023 in order that addendum(s), if necessary, are issued in time for all Proponents to complete their Proposal submission and have it delivered to the Regional District office prior to the Closing Time on the submission date.

If the Regional District, in the Regional District's sole discretion, determines that a clarification, addition, deletion, or revision of 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.**

#### 6.5 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.

#### 6.6 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.

#### 6.7 Conflict of Interest

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

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:

1. 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
2. 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.

#### 6.8 Sub-Contractors

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

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.

#### 6.9 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.

#### 6.10 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.





6.11 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.

6.12 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.

6.13 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.

6.14 Obligation to Hold Prices

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



## **7 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 Appendix A, List of Sub-Contractors.
- f. Completed and signed Appendix D, Schedule of Prices (All Proponents should use this form).
- g. Completed and signed Appendix G, Conflict of Interest Disclosure Statement.
- h. Workplan including start date, milestones, and completion date.
- i. Three (3) references that may be contacted for purposes of confirming your company's experience.
- j. **All amendments and addenda, if any, issued for this RFP. Each amendment and addenda should be signed by the Proponent and should be included with the Proposal and will form part of the Proposal and Contract.**

## **8 PROPOSAL EVALUATION**

### **8.1 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.

### **8.2 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.



### 8.3 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.

### 8.4 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).

## **9 SELECTION AND EVALUATION**

### 9.1 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.



9.2 Evaluation Criteria

<b>FS-23-02 – Corporate Climate Change Action Plan Update</b>	
<b>EVALUATION CRITERIA</b>	<b>WEIGHT</b>
<b>Proponent’s Qualifications and Experience</b> <ul style="list-style-type: none"> <li>• The length and quality of experience of Qualified Professional undertaking the review and preparing recommendations</li> <li>• Experience with Local Government climate change plans</li> <li>• The Firm’s/individual’s experience in doing similar projects</li> <li>• References</li> </ul>	25
<b>Proposed Methodology/Work Plan</b> <ul style="list-style-type: none"> <li>• Solutions presented to achieve project outcome</li> <li>• Thoroughness of the approach reflected in the Work Plan and Project schedule</li> <li>• Level of effort reflected in total work hours of the team assigned to complete the Project; and</li> <li>• Time of Project tasks outline in the Project schedule</li> </ul>	40
<b>Project Budget</b> <ul style="list-style-type: none"> <li>• Includes the amount of detail given to project relevant line items and the overall proposed project cost</li> </ul>	25
<b>Quality of Proposal</b> <ul style="list-style-type: none"> <li>• Including format and consistency with recommended form</li> </ul>	10
<b>Total</b>	<b>100</b>

**10 SERVICE AGREEMENT**

10.1 Form of Contract

The form of contract will be similar in form to the sample service agreement shown in Appendix F, subject to negotiation between the Regional District and the Proponent and will include this RFP, List of Sub-Contractors, Schedule of Prices, Conflict of Interest Disclosure Statement, all appendices, amendments and addenda, as well as the successful Proponent’s submission.

10.2 Notification

Approval of a proponent and the award of a service agreement is expected to occur by July 20, 2023. The Regional District, in its sole judgment, may delay the award of Service Agreement date as deemed appropriate by the Regional District.

**11 SERVICE AGREEMENT PRICE**

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



**Appendix "A"  
LIST OF SUB-CONTRACTORS**

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

<b>Sub-Contractor's Legal Name</b>	<b>Work to be Performed by Sub-Contractor</b>



**Appendix "B"  
ACKNOWLEDGEMENT LETTER**

The undersigned has received a full set of RFP FS-23-02 – Corporate Climate Change Action Plan Update 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:

Rachael Ryder, Corporate Sustainability Specialist  
3<sup>rd</sup> floor, 155 George Street, Prince George, BC, V2L 1P8  
[rryder@rdffg.bc.ca](mailto:rryder@rdffg.bc.ca)



**Appendix “C”  
SCOPE OF WORK**

Scope of Work

The Regional District is engaging a consultant to prepare an updated Corporate Climate Change Action Plan. This project will include the following.

1. Corporate Emissions and Energy Reductions Inventory
2. Climate Action Plan
3. Climate Risk and Vulnerability Assessment

1. Corporate Emissions and Energy Reductions Inventory

The successful proponent will provide a strategy and methodology to undertake:

- an analysis and inventory of current energy consumption and emissions from Regional District facilities and operations.
- forecast future trends on energy used and emissions.

2. Climate Action Plan

Define the corporate climate challenges and opportunities in meeting the GHG emission and energy reduction targets:

- identify opportunities for emission reductions and set targets, that align with CleanBC strategy,
- provide an implementation strategy that includes a list of actions, cost estimates and implementation timetable,
- develop an annual data gathering and tracking methodology and annual reporting template to monitor and present progress in meeting climate change commitments, and
- review along with feasibility and practicality analysis of climate change support programs that the Regional District could consider subscribing to such as the FCM Partners for Climate Change, Community Action on Energy and Emissions Initiative and E3 Fleet program.

3. Climate Risk and Vulnerability Assessment

- provide current climate projections for the Fraser-Fort George region,
- undertake a climate risk and vulnerability assessment for the corporate facilities and the region,
- take into consideration the actions detailed in the provincial Climate Preparedness and Adaptation Strategy,
- provide next steps to guide decision making that the RDFFG can implement to prepare and adapt for the impacts of the identified risks.

Project Deliverables

All documents related to the project will be provided to the Regional District in hard copy and an electronic format. Any 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.

Other Criteria

At the Proponents discretion.

Timelines

The desired schedule is as follows:

Issue RFP	May 30, 2023
Questions will be entertained until	June 20, 2023
Proposal due Date	June 27, 2023
Selection of Proponent	July 20, 2023
Completed reports delivered to RD	October 31, 2023



The work plan is to include a schedule of the Proponents project tasks, milestones, sequence of tasks and details concerning implementation and completion dates for each task.

#### Reference Materials

Proponents will be fully responsible for determining, acquiring and reviewing resource and reference materials required to complete the work.

The Regional District will provide access to all available information, data and resources where available including:

- Staff knowledge.
- Technical support information, design drawings, equipment specifications.
- Existing building design drawings; and,
- Building Condition Assessment reports, where available.





**Appendix "D"  
SCHEDULE OF PRICES**

<b><u>SERVICE</u></b>	<b><u>AMOUNT</u></b>
Corporate Emissions and Energy Reductions Inventory	\$
Review and update of Corporate Climate Change Action Plan	\$
Climate Risk and Vulnerability Assessment	\$
<b>SUBTOTAL</b>	\$
<b>GST</b>	\$
<b>TOTAL</b>	\$



**Appendix “E”  
SAMPLE SERVICE AGREEMENT**

BETWEEN:

**REGIONAL DISTRICT OF FRASER-FORT GEORGE**

a local Government incorporated pursuant to the *Local Government Act*  
and having its business office located at:  
155 George Street  
Prince George, BC, V2L 1P8

(hereinafter called the “Regional District”)

OF THE FIRST PART

AND

**THE CONSULTANT**

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

(hereinafter called the “Consultant”)

OF THE SECOND PART

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

1. **SCOPE OF SERVICES:** The Regional District requires Services as proposed by the Consultant in their Proposal in response to Request For Proposal FS-23-02 Corporate Climate Change Action Plan Update that may include, but are not limited to, the following:

**(To be finalized as per accepted proposal)**

Scope of Work

The Regional District is engaging a consultant to prepare an updated Corporate Climate Change Action Plan. This project will include the following.

- 1 Corporate Emissions and Energy Reductions Inventory
- 2 Climate Action Plan
- 3 Climate Risk and Vulnerability Assessment

1. Corporate Emissions and Energy Reductions Inventory

The successful proponent will provide a strategy and methodology to undertake:

- an analysis and inventory of current energy consumption and emissions from Regional District facilities and operations.
- forecast future trends on energy used and emissions.

2. Climate Action Plan

Define the corporate climate challenges and opportunities in meeting the GHG emission and energy reduction targets:

- identify opportunities for emission reductions and set targets, that align with CleanBC strategy,
- provide an implementation strategy that includes a list of actions, cost estimates and implementation timetable,



- develop an annual data gathering and tracking methodology and annual reporting template to monitor and present progress in meeting climate change commitments, and
- review along with feasibility and practicality analysis of climate change support programs that the Regional District could consider subscribing to such as the FCM Partners for Climate Change, Community Action on Energy and Emissions Initiative and E3 Fleet program.

**3. Climate Risk and Vulnerability Assessment**

- provide current climate projections for the Fraser-Fort George region,
- undertake a climate risk and vulnerability assessment for the corporate facilities and the region,
- take into consideration the actions detailed in the provincial Climate Preparedness and Adaptation Strategy,
- provide next steps to guide decision making that the RDIFFG can implement to prepare and adapt for the impacts of the identified risks.

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

**2. DELIVERABLES**

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

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

**4. TERM AND TERMINATION:** The term of this Agreement shall commence on July 20, 2023 and shall continue in effect until terminated by either party as provided herein. Either party may terminate this Agreement at any time, with or without cause, by providing not less than thirty (30) business days advance written notice to the other party. The Consultant or the Regional District may terminate this Agreement immediately in writing if either party becomes insolvent, enters bankruptcy, receivership, or other like proceeding (voluntary or involuntary) or makes an assignment for the benefit of creditors.

**5. NOTICE OF DEFAULT:** If the Consultant is in default of the performance of any of its material obligations set out in this Agreement, then the Regional District may, by written notice to the Consultant, require such default to be corrected. If within fifteen (15) days' receipt of such notice the default has not been corrected or reasonable steps, as determined by the Regional District in its sole discretion, have not been taken to correct the default, the Regional District without limiting any other right it may have, may immediately terminate this Agreement.

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

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

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



6.1 The Regional District shall pay to the Consultant, within thirty (30) days of receipt of an invoice from the Consultant, the amount owing for the Services performed to the date of the invoice. All invoices from the Consultant must reference **FS-23-02 Corporate Climate Change Action Plan Update**

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

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

**7. STANDARD OF CARE:** The Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by other members of the Consultant's profession currently practicing in the same locality under similar conditions. This includes ensuring that any Qualified Professionals have acquired sufficient knowledge of the work to be completed and are properly qualified to complete such work. All deliverables will include the seal, or equivalent, and signature of the Qualified Professional and include a disclosure statement that the individual(s) is qualified to undertake the Work.

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

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

i. Commercial General Liability (CGL), written on an occurrence based form, in an amount not less than \$3,000,000 inclusive per occurrence insuring against bodily injury and property damage and including liability assumed under the Contract. The Regional District is to be added as an additional insured. Such CGL coverage shall include the following liability extensions: Contingent Employers Liability, Cross Liability Cover, Broad Form Products & Completed Obligations, Personal Injury, Blanket Contractual, and Cross Liability.

Prior to execution of a Service Agreement, the Consultant will supply a Certificate of Insurance demonstrating coverage requirements as listed above.

ii. Where the Contractor requires the use of automobiles to undertake the work of the Contract, the Contractor will have the following:

a. Automobile Liability on all vehicles owned, operated, or licenced in the name of the Contractor in an amount not less than \$2,000,000 per occurrence.

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

iii. Equipment insurance on all equipment owned or rented by the Consultant is to be insured to its full insurable value. The Consultant hereby agrees that the Regional District is not responsible for any costs for loss or repair of equipment used by the Consultant other than those costs already provided in the Schedule of Prices herein.

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



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

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

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

- 11. INDEMNITY:** The Consultant shall release, indemnify, defend and save harmless the Regional District, its officers, employees, servants and agents of and from all claims, costs, losses, damages, actions, classes of action, expenses and costs arising out of or relating to the Consultant's breach of this Agreement or the negligent acts or omissions of the Consultant or its employees, contractors or agents.
- 12. CHANGES:** The Regional District may order, in writing, changes within the general scope of the Services by altering, adding to, or deleting from the Services to be performed. Where a change to the Services causes an increase in the Consultant's cost to perform the Services or the amount of time required for the performance of the Services that is not offset by any decreases to costs or time, then the Regional District shall increase the amount of the service fee payable under the Schedule of Prices section of this Agreement by an amount agreed upon by the Consultant or, where the parties are unable to agree, as settled in accordance with the Dispute Resolution section of this Agreement.
- 13. NOTICE:** Any notices related to this Agreement shall be in writing and either mailed or delivered to the address on Page 1 of this Agreement, or other such addresses that either the Regional District or the Consultant may substitute by written notice to the other party. Any such notice will be deemed to be received within seven (7) business days after the time of mailing, if mailed, and upon the date of delivery, if delivered. If normal mail service is interrupted by postal dispute or force majeure, notice will be hand delivered, not mailed.
- 14. FORCE MAJEURE:** if either the Consultant or the Regional District are prevented from performing their obligations under the Agreement, or where the Regional District's work in respect of which the Consultant is providing Services cannot be performed, because of an act of God, an act of a legislative, administrative or judicial entity, fire, flood, labour strike or lock-out, epidemic, unusually severe weather, or other similar cause outside of the control of the Parties (collectively "Force Majeure"), then the obligations of the Consultant and the Regional District under the Agreement shall be suspended for so long as the conditions constituting Force Majeure continues. The Party affected by Force Majeure shall provide the other Party with notice of the anticipated duration of the Force Majeure event, any actions being taken by the Party providing notice to avoid or minimize the effect of the Force Majeure event, and shall make reasonable efforts to remove or mitigate the effects of the condition constituting Force Majeure. Upon the termination of the Force Majeure event, the Regional District shall grant to the Consultant a time extension for performance of any milestone dates required as part of the Services as may be agreed with the Consultant or, if the Regional District and the Consultant are unable to reach agreement, as determined by the dispute resolution process under Section 18 of the Agreement. Where, as a result of Force Majeure, there is a material increase in the Consultant's cost of or the time required for the performance of the Services that is not offset by a decrease in cost, then the Regional District shall increase the amount of the service fee payable to the Consultant under Section 6 of this Agreement, as may be agreed by the Consultant or as determined under Section 18 of the Agreement. If the event of Force Majeure results in a material increase in the cost of the work to be performed in respect of which the Consultant is providing the Services, then the Regional District may choose not to proceed with the completion of the work and may terminate this Agreement. If the Regional District terminates this



Agreement following the termination of the Force Majeure event, then it shall compensate the Consultant in accordance with Section 5.1 of this Agreement.

15. **INSTRUMENTS OF SERVICE:** All reports, drawings, plans, or other documents (or copies) furnished to the Consultant by the Regional District will be returned to the Regional District upon completion of the Services. The Consultant may retain one (1) copy of all such documents. All reports, drawings, plans, documents, software, source code, object code, field notes and work product (or copies thereof) in any form prepared or furnished by the Consultant under this Agreement are instruments of service. The Consultant may retain one (1) copy of all documents produced for the Regional District under this Agreement.
16. **REGIONAL DISTRICT'S RESPONSIBILITIES:** The Regional District agrees to, within reason, convey and discuss relevant materials, data, and information in possession of the Regional District with the Consultant.
  - 16.1 The Regional District shall release, indemnify, defend, and save the Consultant harmless from and against any liability, claim, judgment, demand, or cause of action arising out of or relating to: (i) the Regional District's breach of this Agreement; (ii) the negligent acts or omissions of the Regional District or its employees, contractors, or agents.
17. **ASSIGNMENT AND SUBCONTRACTING:** This Agreement does not create any right or benefit in anyone other than the Regional District and the Consultant and shall not be assigned by either party without the prior written approval of the other party.
18. **DISPUTE RESOLUTION:** If a claim, dispute, or controversy arises out of or relates to the interpretation, application, enforcement, or performance of Services under this Agreement, the Consultant and the Regional District agree first to try in good faith to settle the dispute by negotiations between senior management of the Consultant and the Regional District. If such negotiations are unsuccessful, the Consultant and the Regional District agree to attempt to settle the dispute by arbitration if both parties agree. If the dispute cannot be settled through arbitration, the Consultant and the Regional District may agree to attempt to settle the dispute through good faith mediation. If the dispute can not be resolved through mediation and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in the Province of British Columbia.
19. **WAIVER OF TERMS AND CONDITIONS:** The failure of either the Consultant or the Regional District in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in this Agreement or the waiver by the Consultant or the Regional District of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.
20. **SEVERABILITY:** Every term or condition of this Agreement is severable from others. Notwithstanding any possible future finding by a duly constituted authority that a particular term or provision is invalid, void, or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms, and provisions shall not be affected thereby.
21. **GOVERNING LAWS:** This Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia.
22. **ENTIRE AGREEMENT:** The terms and conditions set forth herein and RFP FS-23-01 and the Consultant's Proposal submission constitute the entire understanding and agreement of the Consultant and the Regional District with respect to the Services and Work to be completed. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. The Regional District and the Consultant agree to reference this Agreement as governing terms and conditions. Any changes to the terms and conditions set forth herein will be mutually agreed to and will be included, in writing, in a Change of Work Order.
23. **RELATIONSHIP:** The legal relationship between the Consultant and the Regional District shall be that of an independent contractor and purchaser of Services, and, in particular and without limiting the generality of the foregoing, nothing in this Agreement shall be construed so as to render the relationship between the Consultant and the Regional District to be that of employee and employer.



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



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

**REGIONAL DISTRICT OF FRASER-FORT GEORGE**

\_\_\_\_\_  
General Manager of Financial Services

\_\_\_\_\_  
Date

**[PROPONENT NAME]**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





**Appendix "F"**  
**CONFLICT OF INTEREST DISCLOSURE STATEMENT**  
**PROCUREMENT PROCESS**

FS-23-02 – Corporate Climate Change Action Plan 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 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:

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By signing below, I certify that all statements made on this form are true and correct to the best of my knowledge.

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

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

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