



Request for Proposals No.: **26-003**

Issued: **January 29, 2026**

Submission Deadline: **March 13, 2026**

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ATTACHMENT 1 – Topographic Site Plan

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by the **Cariboo Regional District (CRD)** (“the Region”) to prospective proponents to submit proposals for the provision of **Excavation and Site Preparation work for New 150 Mile Volunteer Fire Department Fire Hall**, as further described in the RFP Particulars (Appendix D) (the “Deliverables”).

The New 150 Mile Volunteer fire Department Fire Hall will be located on the same property as the exiting Fire Hall which is located at 3038 Pigeon Road, 150 Mile House, BC. The Owner intends to complete preliminary site preparation works in advance of the Building Contractor’s scope in order to establish a generally flat, workable building area at the proposed fire hall location. The excavation work that includes removing a bank (including existing vegetation) in order to prepare the site for the earthworks that are required for the new building (to be completed under the Building Contractor’s Scope of Work). The earth material will need to be transported to another location on the site and the vegetation material will need to be disposed of. The scope will also include the supply and construction of a concrete “Lego Block” retaining wall behind the new Fire Hall site (see the attached Topographic Site Plan). For more details on the Scope of Work, please refer to Appendix D – RFP Particulars.

Reconfiguration of the existing driveway and access area located behind the old and new fire halls may be required but should be priced as a separate item.

Work to begin April 01, 2026

Mandatory Site Visit is scheduled for 10:00 am Monday February 09, 2026.

1.2 RFP Contact

For the purposes of this procurement process, the “RFP Contact” shall be:

Larry Loveng, Manager of Procurement – lloveng@cariboord.ca

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the Region, other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent’s proposal.

1.3 Type of Contract for Deliverables

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with the Region for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the Region and the selected proponent. It is the Region’s intention to enter into an agreement with only one (1) legal entity. The term of the agreement is to be for a period of **2 Years**, with an option in favour of the Region to extend the agreement on the same terms and conditions for an additional term of up to **6 Months**

1.4 RFP Timetable

Issue Date of RFP	January 29, 2026
Deadline for Questions	February 15, 2025
Deadline for Issuing Addenda	February 23, 2025
Submission Deadline	March 13, 2025
Rectification Period	2 working days
Anticipated Ranking of Proponents	March 17, 2025
Contract Negotiation Period	4 working days
Anticipated Execution of Agreement	March 23, 2025

The RFP timetable is tentative only, and may be changed by the Region at any time.

1.5 Submission of Proposals

1.5.1 Proposals to be Submitted at the Prescribed Location

Proposals must be submitted at:

**CARIBOO REGIONAL DISTRICT
Suite D, 180 Third Avenue North
Williams Lake, BC, Canada
V2G 2A4
CONFIDENTIAL: RFQ 26-003
Attention: Larry Loveng**

1.5.2 Proposals to be Submitted on Time

Proposals must be submitted at the location set out above on or before the Submission Deadline. Subject to the process described below, proposals submitted after the Submission Deadline will be rejected.

A proponent may, at its option and with a valid reason, request an extension of the Proposal Submission via email to the RFP Contact no less than Forty Eight (48) hours prior to the Submission Deadline. The RFP Contact may (at his/her discretion) grant an extension. Should the Proposal Submission extension be granted, the RFP Contact will communicate the extension to all proponents in the form of an addenda. If the Proposal Extension is not granted, proposals must be submitted according to the original Submission Deadline. **Under no circumstances will an extension to the Proposal Submission be granted if any Proposal Submissions' have been received prior to the request for extension.**

1.5.3 Proposals to be Submitted in Prescribed Format

Proponents should submit one (1) hard copies of their proposal and one (1) electronic copy in a sealed package. If there is a conflict or inconsistency between the hard copy and the electronic copy of the proposal, the hard copy of the proposal shall prevail. Proposals should be prominently marked with the RFP title and number (see RFP cover), with the full legal name and return

address of the proponent. **Electronic submission via email attachment is acceptable in lieu of the electronic copy mentioned above.**

1.5.4 Amendment of Proposals

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFP title and number and the full legal name and return address of the proponent to the location set out above. Any amendment should clearly indicate which part of the proposal the amendment is intended to amend or replace.

1.5.5 Withdrawal of Proposals

At any time throughout the RFP process until the execution of a written agreement for provision of the Deliverables, a proponent may withdraw a submitted proposal. To withdraw a proposal, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the proponent. The Region is under no obligation to return withdrawn proposals.

[End of Part 1]

PART 2 – EVALUATION AND NEGOTIATION

2.1 Stages of Evaluation and Negotiation

The Region will conduct the evaluation of proposals and negotiations in the following stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. If a proposal fails to satisfy all of the mandatory submission requirements, the Region will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal will be excluded from further consideration. The Rectification Period will begin to run from the date and time that the Region issues a rectification notice to the proponent. The mandatory submission requirements are as follows:

2.2.1 Submission Form (Appendix B)

Each proposal must include a Submission Form (Appendix B) completed and signed by an authorized representative of the proponent.

2.2.2 Pricing Form (Appendix C)

Each proposal must include a Pricing Form (Appendix C) completed according to the instructions contained in the form.

2.2.3 Other Mandatory Submission Requirements

Proponents must submit, as part of their proposal, a Detailed Work Plan

2.3 Stage II – Evaluation

Stage II will consist of the following two sub-stages:

2.3.1 Mandatory Technical Requirements

The Region will review the proposals to determine whether the mandatory technical requirements as set out in Section C of the RFP Particulars (Appendix D) have been met. Questions or queries on the part of the Region as to whether a proposal has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.

2.3.2 Rated Criteria

The Region will evaluate each qualified proposal on the basis of the rated criteria as set out in Section D of the RFP Particulars (Appendix D).

2.4 Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing in accordance with the price evaluation method set out in the Pricing Form (Appendix C). The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

2.5 Stage IV – Ranking and Contract Negotiations

2.5.1 Ranking of Proponents

After the completion of Stage III, all scores from Stage II and Stage III will be added together and the proponents will be ranked based on their total scores. The top-ranked proponent will receive a written invitation to enter into direct contract negotiations to finalize the agreement with the Region.

2.5.2 Contract Negotiation Process

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into a contract on the part of the Region or the proponent and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the Region and the selected proponent. Negotiations may include requests by the Region for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the Region for improved pricing or performance terms from the proponent.

2.5.3 Time Period for Negotiations

The Region intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date the Region invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously.

2.5.4 Failure to Enter into Agreement

If the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, the Region may discontinue negotiations with the top-ranked proponent and may invite the next-best-ranked proponent to enter into negotiations. This process shall continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations or until the Region elects to cancel the RFP process.

2.5.5 Notification to Other Proponents

Other proponents that may become eligible for contract negotiations will be so notified at the commencement of the negotiation process with the top-ranked proponent. Once an agreement is finalized and executed by the Region and a proponent, the other proponents will be notified in accordance with the Terms and Conditions of the RFP Process (Part 3).

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

3.1.2 Proposals in English

All proposals are to be in English only.

3.1.3 No Incorporation by Reference

The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal but not attached will not be considered to form part of its proposal.

3.1.4 References and Past Performance

In the evaluation process, the Region may include information provided by the proponent's references and may also consider the proponent's past performance or conduct on previous contracts with the Region or other institutions.

3.1.5 Information in RFP Only an Estimate

The Region and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

3.1.6 Proponents to Bear Their Own Costs

The proponent shall bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

3.1.7 Proposal to be Retained by the Region

The Region will not return the proposal or any accompanying documentation submitted by a proponent.

3.1.8 Trade Agreements

Proponents should note that procurements falling within the scope of Chapter 5 of the Agreement on Internal Trade and/or the New West Partnership Trade Agreement are subject to those trade agreements but that the rights and obligations of the parties shall be governed by the specific terms of this RFP.

3.1.9 No Guarantee of Volume of Work or Exclusivity of Contract

The Region makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The Region may contract with others for

goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2 Communication after Issuance of RFP

3.2.1 Proponents to Review RFP

Proponents shall promptly examine all of the documents comprising this RFP, and may direct questions or seek additional information in writing by email to the RFP Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFP Contact. The Region is under no obligation to provide additional information, and the Region is not responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. The Region is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

3.2.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If the Region, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum issued in the same manner that this RFP was originally issued. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the Region. In the Submission Form (Appendix B), proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If the Region determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the Region may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify, Clarify and Supplement

When evaluating proposals, the Region may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in Section C of the RFP Particulars (Appendix D). The Region may revisit and re-evaluate the proponent's response or ranking on the basis of any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Proponents

Once an agreement is executed by the Region and a proponent, the other proponents may be notified directly in writing and shall be notified by public posting in the same manner that this RFP was originally posted of the outcome of the procurement process.

3.3.2 Debriefing

Proponents may request a debriefing after receipt of a notification of the final outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within thirty (30) days of such notification. The intent of the debriefing information session is to aid the proponent in presenting a better proposal in subsequent procurement opportunities. Any

debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

3.3.3 Procurement Protest Procedure

If a proponent wishes to challenge the RFP process, it must provide written notice to the RFP Contact within thirty (30) days of notification of the final outcome of the procurement process, and the Region will respond in accordingly.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

The Region may disqualify a proponent for any conduct, situation or circumstances, determined by the Region, in its sole and absolute discretion, to constitute a Conflict of Interest. For the purposes of this Section, "Conflict of Interest" has the meaning ascribed to it in the Submission Form (Appendix B).

3.4.2 Disqualification for Prohibited Conduct

The Region may disqualify a proponent, rescind an invitation to negotiate or terminate a contract subsequently entered into if the Region, in its sole and absolute discretion, determines that the proponent has engaged in any conduct prohibited by this RFP.

3.4.3 Prohibited Proponent Communications

A proponent shall not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

3.4.4 Proponent Not to Communicate with Media

A proponent shall not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

3.4.5 No Lobbying

A proponent shall not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent(s).

3.4.6 Illegal or Unethical Conduct

Proponents shall not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents shall not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the Region; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.4.7 Past Performance or Past Conduct

The Region may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by the Region, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

3.5 Confidential Information

3.5.1 Confidential Information of the Region

All information provided by or obtained from the Region in any form in connection with this RFP either before or after the issuance of this RFP

- (a) is the sole property of the Region and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the Region; and
- (d) must be returned by the proponent to the Region immediately upon the request of the Region.

3.5.2 Confidential Information of Proponent

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Region. The confidentiality of such information will be maintained by the Region, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Region to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

3.6 Procurement Process Non-binding

3.6.1 No Contract A and No Claims

This procurement process is not intended to create and shall not create a formal, legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this RFP shall not give rise to any Contract A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the proponent nor the Region shall have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a proposal submitted in response to this RFP.

3.6.2 No Contract until Execution of Written Agreement

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service shall be created between the proponent and the Region by this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

3.6.3 Non-binding Price Estimates

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the Region to enter into an agreement for the Deliverables.

3.6.4 Cancellation

The Region may cancel or amend the RFP process without liability at any time.

3.7 Governing Law and Interpretation

These Terms and Conditions of the RFP Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of British Columbia and the federal laws of Canada applicable therein.

[End of Part 3]

APPENDIX A – FORM OF AGREEMENT

CONTRACT FOR SERVICES AGREEMENT

THIS AGREEMENT dated the _____ day of _____, 20.

BETWEEN:

CARIBOO REGIONAL DISTRICT

Suite D 180 North Third Ave
Williams Lake BC V2G 2A4
(the “Region”)

AND:

(the “Contractor”)

WHEREAS:

- A. the Region wishes to engage the Contractor to provide certain services to the Region, as described in this agreement; and
- B. the Region and Contractor have agreed to enter into this agreement to provide for the terms and conditions of such engagement.

THEREFORE in consideration of the agreements and covenants set out in this agreement the Region and the Contractor agree as follows:

SERVICES

Services

The Region hereby retains the Contractor to provide the services as described generally in Schedule A (the “Services”).

Standard of Care

The Contractor will perform the Services with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner performing services similar to the Services, and on the understanding that the Region is relying on the Contractor’s experience and expertise.

Time

The Contractor acknowledges that time is of the essence with respect to the provision of the Services and accordingly the Contractor will provide the Services within the performance or completion dates as set out in the terms of this contract, or as otherwise agreed to in writing by the Region and the Contractor.

INDEPENDENT CONTRACTOR

The parties acknowledge that in entering into this agreement and in providing the Services, the Contractor has and will have the status of an independent contractor and that nothing in this agreement will contemplate or constitute the Contractor as an agent, partner or employee of the Region for any purpose.

Activities under the Contract shall be carried out at all times in conformity with the WorkSafeBC Health and Safety Regulations, and the Region's Safe Work Practices and Safety Procedures / Policies. Confirmation of WorkSafeBC coverage and status of account must be submitted to the Region within 30 days of Agreement assignment.

FEES

Fees

The Region will pay to the Contractor the fees as set out in Schedule B (the "Fees").

Payment

The parties agree to the following payment:

Payment will be paid by the Region upon receipt of an Invoice and

The Region will pay the portion of an Invoice which the Region determines is payable as soon as possible and generally within **30** days of the receipt of the Invoice; and

If the Region objects to any portion of an Invoice, the Region shall notify the Contractor in writing within 10 days of receipt and identify the specific cause of the disagreement and the amount in dispute.

Payment by the Region of the Fees will be full payment for the Services and the Contractor will not be entitled to receive any additional payment from the Region.

INSURANCE AND INDEMNITY

Contractor's Insurance Policies

The Contractor will obtain and maintain, at the Contractor's expense, Liability Insurance naming the Cariboo Chilcotin Regional Hospital Region as additionally insured, in the amount of no less than three million dollars (\$3,000,000). The insurance shall cover the Contractor's operations and actions at the Region's site, and proof of coverage shall be provided within fifteen (15) working days of contract issuance.

Indemnity

The Contractor will indemnify and save harmless the Region and all of its employees, servants, representatives and agents, from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) which the Region or its employees, servants, representatives or agents incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Contractor of any obligation of this agreement or any wrongful or negligent act of the Contractor or any employee or agent of the Contractor.

Survival of Indemnity

The indemnity described in section 4.2 will survive the termination or completion of this agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the District.

TERM AND TERMINATION

Term

This agreement will come into effect as of [Click here to enter a date.](#) and will continue until Services are completed, no later than [Click here to enter a date.](#), unless terminated in accordance with this Section 0 (the "**Term**"). Subject to exception by the Region, this agreement may be extended on the same terms and conditions for a period not to exceed two (2) years.

Termination by the Region

The Region may terminate this agreement at any time and for any reason by giving written notice of termination to the Contractor. Subject to Section 0, the Region will pay to the Contractor all amounts owing under this agreement for Services provided by the Contractor up to and including the date of termination. Upon payment of such amounts no other payment will be owed by the Region to the Contractor, and, for certainty, no amount will be owed on account of lost profits relating to the portion of the Services not performed.

Rights of the Region upon Termination for Cause

If the Region terminates this agreement under section 0 for cause, then the Region may:

Withhold payment of any amount owing to the Contractor under this agreement for the performance of the Services; and

Set off the total cost of completing the Services incurred by the Region against any amounts owing to the Contractor under this agreement.

CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

Except as provided for by law or otherwise by this agreement, the Contractor will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of the performance of the Services and this agreement (the “**Confidential Information**”), and will not, without the prior express written consent of the Region, publish, release, disclose or permit to be disclosed any such information to any person or corporation, either before, during or after termination of this agreement, except as reasonably required to complete the Services.

WORK PRODUCT

For the purposes of this agreement, “Work Product” means the Services provided hereunder together with any and all deliverables associated therewith, including without limitation, any and all drawings, plans, models, designs, specifications, reports, tables, and other documents produced under this agreement, but specifically excludes:

- (a) any and all information that is developed independently by the Consultant at no cost to the Region; and
- (b) any and all information that is owned by a third party or exists in the public realm, prior to the effective date of this agreement.

Notwithstanding any other provision in this agreement, the Region owns all right, title, and interest in and to Work Product, and the Region will have the right to utilize the Work Product for its benefit in any way it sees fit without limitation. For greater certainty, and without in any way limiting the foregoing, the Consultant hereby assigns and transfers to the Region all right, title, and interest in and to the Work Product, whether vested or contingent, including, without limitation, any and all copyright, free and clear of all liens, encumbrances and interests of third parties. If required by the Region, the Consultant will execute all documents necessary to transfer and assign any interest in the Work Product in a form and with content acceptable to the Region. In the event of any conflict, contradiction or inconsistency between this provision and any other provision in this agreement, this provision will prevail.

GENERAL

Applicable Laws

This agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.

Compliance with Laws

The Contractor will provide the Services in full compliance with all applicable laws.

Subcontracting and Assignment

The Contractor will not sub-contract or assign its obligations under this agreement, in whole or in part, without the prior written approval of the Region.

Entire Agreement

This agreement, including all attached schedules, contains the entire agreement of the parties regarding the provision of Services and no understandings or agreements, oral or otherwise, exist between the parties except as expressly set out in this agreement.

Amendment

This agreement may be amended only by agreement in writing, signed by both parties.

Survival of Obligations

All of the Contractor's obligations to perform the Services in a professional and proper manner will survive the termination or completion of this agreement.

Cumulative Remedies

The Region's remedies under this agreement are cumulative and in addition to any right or remedy which may be available to the Region at law or in equity.

Notices

Any notice, report or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise provided for, and will be deemed to be validly given to and received by the addressee, if served personally, on the date of such personal service or, if delivered by mail, fax or email, when received. The addresses for delivery will be as follows:

CARIBOO REGIONAL DISTRICT

Suite D, 180 North Third Avenue
Williams Lake, BC V2G 2A4
Fax: (250)392-2812
Email: CRD contact email address.

Unenforceability

If any provision of this agreement is found to be invalid or unenforceable by a Court of Competent Jurisdiction, it will be severed from the agreement and will not affect the enforceability or validity of the remaining provisions of the agreement.

Headings

The headings in this agreement are inserted for convenience of reference only and will not form part of nor affect the interpretation of this agreement.

Waiver

No waiver by either party of any breach by the other party of any of its covenants, obligations and agreements will be a waiver of any subsequent breach or of any other covenant, obligation or agreement, nor will any forbearance to seek a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.

IN WITNESS WHEREOF the parties have duly executed this agreement as of the day and year first above written.

CARIBOO REGIONAL DISTRICT

APPENDIX B – SUBMISSION FORM

1. Proponent Information

<p>Please fill out the following form, naming one person to be the proponent's contact for the RFP process and for any clarifications or communication that might be necessary.</p>	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Fax:	
Proponent Contact Email:	

2. Acknowledgment of Non-binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service shall be created between the Region and the proponent unless and until the Region and the proponent execute a written agreement for the Deliverables.

3. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in the completed Pricing Form (Appendix C).

4. Non-binding Pricing

The proponent has submitted its pricing in accordance with the instructions in the RFP and in the Pricing Form (Appendix C). The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

5. Addenda

The proponent is deemed to have read and taken into account all addenda issued by the Region prior to the Deadline for Issuing Addenda. The proponent is requested to confirm that it has received all addenda by listing the addenda numbers, or if no addenda were issued by writing the word "None", on the following line: _____ . If this section is not completed, the proponent will be deemed to have received all posted addenda.

6. No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

7. Conflict of Interest

For the purposes of this RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the Region in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

For the purposes of section (a)(i) above, proponents should disclose the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; **AND** (b) were employees of the Region within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

8. Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the Region to the advisers retained by the Region to advise or assist with the RFP process, including with respect to the evaluation this proposal.

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent.

APPENDIX C – PRICING FORM

1. Instructions on How to Complete Pricing Form

- (a) Rates shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for applicable sales taxes, which should be itemized separately.
- (b) Rates quoted by the proponent shall be all-inclusive and shall include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of removal, all costs of demolition and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

2. Evaluation of Pricing

Pricing is worth **60** points of the total score.

Pricing will be scored based on a relative pricing formula. Each proponent will receive a percentage of the total possible points allocated to price relative to the lowest bid price, based on the following formula:

$$\text{lowest price} \div \text{proponent's price} \times \text{total available points} = \text{proponent's score}$$

3. Pricing Form

	Cost
Excavation	
Vegetation removal	
Earth Relocation	
Driveway reconfiguration	
Total	
GST	
PST	
Total Costs	

APPENDIX D – RFP PARTICULARS

A. THE DELIVERABLES

The New 150 Mile Volunteer fire Department Fire Hall will be located on the same property as the exiting Fire Hall which is located at 3038 Pigeon Road, 150 Mile House, BC. The Owner intends to complete preliminary site preparation works in advance of the Building Contractor's scope in order to establish a generally flat, workable building area at the proposed fire hall location. The excavation work that includes removing a bank (including existing vegetation) in order to prepare the site for the earthworks that are required for the new building (to be completed under the Building Contractor's Scope of Work). The earth material will need to be transported to another location on the site and the vegetation material will need to be disposed of. The scope will also include the supply and construction of a concrete "Lego Block" retaining wall behind the new Fire Hall site (see the attached Topographic Site Plan).

Work to be complete by April 15, 2026

The successful proponent will be responsible for:

1. Obtaining any permits required for the work.
2. Establish a **generally flat, workable building area** at the proposed fire hall location.
3. Removal and relocation of earth and removal and disposal of vegetation
4. Prepare the site **for building construction**, but do not include fine grading, building excavation, foundation preparation, or other works typically associated with the Building Contractor's scope.
5. Supply and Install a Retaining Wall (located behind the proposed Fire Hall building footprint) when the project has advanced to the appropriate stage. A **minimum horizontal buffer of 8 feet (2.4 m)** shall be maintained between the rear face of the proposed Fire Hall building and the face of the retaining wall, as identified during site investigations and discussions with the Building Contractor.

NOTE* Reconfiguration of the existing driveway and access area located behind the old and new fire halls may be required but should be priced as a separate item.**

B. MATERIAL DISCLOSURES

Engineered Design Drawings (if required for the retaining wall) will be supplied by the successful proponent contractor.

C. MANDATORY TECHNICAL REQUIREMENTS

D. RATED CRITERIA

The following is an overview of the categories and weighting for the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

Rated Criteria Category	Weighting (Points)	Minimum Threshold
D.1 Experience and Qualifications	10	N/A
D.2 References	5	N/A
D.3 Work Plan	15	N/A
D.4 Schedule	30	N/A
Pricing	40	N/A
Total Points	100	N/A

D.1 Experience and Qualifications – Total Points = [10 points]

Each proponent should provide the following in its proposal:

- (a) a brief description of the proponent;
- (b) a description of the goods and services the proponent has previously delivered and/or is currently delivering, with an emphasis on experience relevant to the Deliverables;
- (c) the roles and responsibilities of the proponent and any of its agents, employees and sub-contractors who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective expertise;
- (d) its knowledge, skills and expertise in the following areas:
Parking Lot development, Sidewalk and Curbing
- (e) a description of how the proponent will provide the Deliverables, which should include a work plan and incorporate an organizational chart indicating how the proponent intends to structure its working relationship with the Region.

D.2 References – Total Points = [5 points]

Each proponent is requested to provide three (3) references from clients who have obtained goods or services similar to those requested in this RFP from the proponent in the last 3 years.

D.3 Work Plan – Total Points = [15 points]

A detailed work Plan must be provided that identifies the methodology of Hazardous Material Collection, Removal and Disposal as well as the method of Building Demolition including the confirmed location of the disposal site.

D.4 Schedule – Total Points = [30 points]

Schedule is a critical component of this Project. Proponents must submit a **preliminary project schedule** that includes, at a minimum:

- Key milestones

- Anticipated start date
- Substantial Performance date
- Total construction duration

The schedule shall be of sufficient detail to demonstrate the Proponent's understanding of sequencing and critical activities. The submitted schedule will be used for evaluation purposes and may be refined following contract award.

