



**REGIONAL DISTRICT
of Fraser-Fort George**

REQUEST FOR PROPOSALS CS-18-04

**Remote Monitoring System for
Canoe Valley Recreation Centre Ammonia Plant**



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1.0 INVITATION AND INSTRUCTIONS

The Regional District of Fraser-Fort George (the “Regional District”) invites proposals for the supply and installation of a remote monitoring system for the Canoe Valley Recreation Centre (CVRC) ammonia plant. The Regional District is the owner of the CVRC facility. Installation and commissioning of the remote monitoring system is to be completed by September 1, 2018. The Regional District’s objective is to award a contract to the successful proponent who can demonstrate the ability to deliver a high quality product.

1.1 RFP Documents

RFP Documents may be obtained on, or after, Tuesday, May 29, 2018:

- a) in a PDF (public document format) file format from the Regional District’s website at www.rdffg.bc.ca;
- b) on the BC Bid@ website at www.bcbid.gov.bc.ca;
- c) in hard copy from the Regional District Service Centre, 155 George Street, Prince George, BC between 8:00 a.m. and 5:00 p.m., Monday to Friday, excluding statutory holidays.

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

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.

1.2 Optional Site Visit

The Project Manager or delegate will provide an overview of the contract expectations and be available for questions pertaining to the RFP. The purpose of this optional meeting is for tenderers to satisfy themselves as to the nature of the work in general, to clarify their understanding of the scope of work, to view the site, to determine specifications, and to have the opportunity to ask questions regarding the project and any other circumstances which may influence their proposal.

The Regional District will not, under any circumstances, make accommodations for rescheduling, or holding an additional site meeting or providing individuals access to the site.

The optional site visit will be held at the Canoe Valley Recreation Centre, 100 Elm Street, Valemount, B.C. at 10:00 a.m. on Tuesday, June 5, 2018.

Proponents planning to attend the site visit(s) must pre-register to attend by emailing Cindy Paton, cpaton@rdffg.bc.ca. Registration emails must be received on or before 10:00 a.m. Monday, June 4, 2018. If no proponents have pre-registered their intention to attend the site visit by 10:00 a.m. June 4, 2018, the site visit will be CANCELLED. No other opportunity will be available for the proponents to visit the site.

1.3 Proposal Submissions and Closing Date

Proponents will complete and submit three (3) copies of their proposal, formatted as described in Section 2. PROPOSAL FORMAT, in a **sealed envelope**.

Sealed proposals will be received by the General Manager of Financial Services, at the Regional District of Fraser-Fort George, up to **2:00 p.m. local time on Wednesday, June 13, 2018**.

Proposals submitted by fax, electronically, or not in the original Regional District format will **NOT** be accepted. Any proposal received after the closing date and time (2:00 p.m., Wednesday, June 13, 2018) will be considered disqualified and will be returned unopened to the proponent.

The following information **must be written on the outside of the sealed envelope containing the proposal submission, as well as the outside of the courier envelope (if sending by courier):**

1. Attention: General Manager of Financial Services
Regional District of Fraser-Fort George
3rd Floor, 155 George Street
Prince George, BC V2L 1P8
2. Request for Proposals, CS-18-04
Remote Monitoring System for
Canoe Valley Recreation Centre Ammonia Plant
3. Responding Proponent's name and address.

To be considered, proposals must be signed by an authorized signatory of the proponent. By signing the proposal, the proponent is bound to statements made in response to this Request for Proposals (this "RFP"). Any proposal received by the Regional District that is unsigned will be rejected.

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

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

1.4 Errors, Omissions, Clarifications

All questions and requests for clarification relating to the RFP process, and/or identification of any errors or omissions in the RFP documents, shall be made by email to: Lyle Lewis, Project Manager, llewis@rdffg.bc.ca.

NOTE: the last day that requests for clarification or inquiries may be made is Thursday, June 7, 2018 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 and date of the RFP.

1.5 Acknowledgement Letter

Upon receipt of this RFP, a potential proponent will complete and sign the Acknowledgement Letter, and email the signed Acknowledgement Letter to Lyle Lewis, Project Manager, llewis@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.

1.6 Regional District's Right to Reject Proposal

The Regional District reserves the right, in its sole discretion, to waive informalities in proposals, reject any and all proposals, or accept the proposal deemed most favourable in the interests of the Regional District. The lowest, or any proposal, will not necessarily be awarded.

If a proposal contains a defect, or fails in some way to comply with the requirements of this RFP, which, in the sole discretion of the Regional District, is not material, the Regional District may waive the defect or accept the proposal.

The Regional District reserves the right to reject a proposal based on potential or perceived conflict of interest.

The Regional District reserves the discretion to reject any proposal where:

- a) one or more of the directors, officers, principals, partners, senior management employees, shareholders or owners of the proponent, is an officer, employee or director of the Regional District, or is a member of the immediate family of an officer, employee or director of the Regional District; or
- b) in the case of a proposal submitted by a proponent who is an individual person, where that individual is an officer, employee or director of the Regional District, or is a member of the immediate family of an officer, employee or director of the Regional District.

By submitting a proposal, the proponent confirms that clauses a) and b) above are not applicable.

The Regional District reserves the right to reject any proposal submitted by a proponent who is, or whose principals are, at the time of proposal, engaged in a lawsuit against the Regional District in relation to work similar to that being proposed.

1.7 Claim for Compensation

No proponent shall have any claim for compensation of any kind whatsoever as a result of participating in this RFP.

In the event that the previous paragraph is found to be invalid by a court of competent jurisdiction, then this paragraph will apply. By submitting a proposal, a proponent agrees that they will not claim damages in excess of an amount equivalent to the reasonable costs incurred by the proponent in preparing their proposal for matters relating to this RFP or in respect of the competitive proposal process, and the proponent, by submitting a proposal, waives any claim for loss of profits if a contract is not entered into with the proponent.

2.0 **PROPOSAL FORMAT**

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

- a) Title page, including RFP number and title, proponent's name and address, telephone number, email address, and contact representative.
- b) One-page letter of introduction **SIGNED** by the authorized signatory of the proponent which will bind the statement(s) made in the proposal.
- c) Table of contents including page numbers.
- d) An executive summary of the key features of the proposal.
- e) Completed and signed Appendix B, Schedule of Prices.
- f) Three (3) references that may be contacted for purposes of confirming your company's experience in supplying and installing this type of system. Supplier should have a minimum of 5 years' experience as a bona fide prime contractor in the business of providing and installing remote monitoring systems for ammonia plants.
- g) **All amendments and addenda, if any, issued for this RFP. Each amendment and addenda must be signed by the proponent and included with the proposal and will form part of the proposal and contract documents.**

3.0 PROPOSAL EVALUATION

3.1 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.

The proposal evaluation through to proponent selection will be based on the following process as deemed appropriate by the Regional District:

1. Initial proposal evaluation by the Regional District.
2. Follow up question(s) from the Regional District to proponent(s). (*Optional at discretion of the Regional District.*)
3. Follow-up interview of selected finalist(s). (*Optional at discretion of the Regional District.*)
4. RFP criteria scoring by the Regional District.
5. Recommendations to Board.

3.2 Selected Proponent Negotiations

The Regional District, at its sole discretion, reserves the right to 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 reserves the right to 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.

3.3 Termination of Negotiations and/or RFP Process

The Regional District reserves the right to terminate contract negotiations with any proponent, and to enter into contract negotiations with any other proponent(s) if, in the opinion of the Regional District at any time, the contract negotiations with the initially selected proponent(s) will not be satisfactorily completed in the best interests of the Regional District. The Regional District may, at its sole discretion, reject any or all proposals at any time throughout the proposal evaluation, proponent selection, or contract negotiation process.

3.4 Non-Compliance with RFP Requirements

Unless explicitly stated in a proposal, all proposals shall be assumed by the Regional District to be in full compliance with the RFP requirements without exception.

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

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

4.0 SUPPLIER SELECTION

4.1 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.

4.2 Evaluation criteria:

Compliance with RFP Requirements	5%
Installation/Commissioning Dates for System	10%
Supplier Qualifications, Experience and References	25%
Price	<u>60%</u>
Total	<u>100%</u>

5.0 CONTRACT

5.1 Form of Contract

The form of contract will be similar in form to the SAMPLE CONTRACT shown in APPENDIX C and will include this RFP, Schedule of Prices, all appendices, amendments and addenda, as well as the successful proponent's submission.

5.2 Award of Contract

A contract for CS-18-04 (the "Contract") is expected to be awarded to the successful proponent (the "Contractor") no later than Thursday, June 21, 2018. All proponents will be advised, in writing, as to the awarding of the Contract.

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

6.0 INSURANCE, WORKSAFEB, INDEMNITY

6.1 Insurance

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

- i. Commercial General Liability (CGL) in an amount not less than \$5,000,000 inclusive per occurrence insuring against bodily injury and property damage and including liability assumed under the Contract. The Regional District is to be added as an additional insured. Such CGL coverage shall include the following liability extensions: Contingent Employers Liability, Broad Form Products & Completed Operations, Personal Injury, Blanket Contractual, and Cross Liability.
- 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.

The Contractor shall ensure that all sub-contractors forming from this Contract meet the insurance requirements outlined above.

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

6.2 WorkSafeBC

The Contractor will use due care and take all necessary precautions to assure the protection of persons and property while undertaking the work of the Contract and will comply with the *Workers Compensation Act* of the Province of British Columbia.

Prior to undertaking any of the work of the Contract the Contractor will provide the Regional District with a Clearance Letter confirming they are in good standing with WorkSafeBC and will pay and keep current all assessments required by WorkSafeBC.

6.3 Indemnity

Notwithstanding the compliance of the Contractor with all the clauses concerning insurance, the Contractor shall indemnify, protect, and save harmless the Regional District, its officials, officers, employees, volunteers, servants, and agents from and against any and all liabilities, damages, losses, claims, costs, expenses of any kind whatsoever (including legal costs), and actions recoverable by any third party from the Regional District and shall be paid by the Contractor. If the Regional District pays, or is required to pay, any damages, costs, or fees on account of the actions, claims and demands herein recited, or if the property of the Regional District shall be charged in any way as a result of the aforesaid actions, causes of actions, and claims for demands, then the Regional District shall be entitled to recover from the Contractor all such damages, costs, fees or other charges together with any costs or expenses incurred in so doing. The Contractor covenants and agrees that this clause shall survive the termination of the Contract herein granted.

7.0 **CONTRACT PRICE**

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

8.0 **CHANGES**

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

If, in the opinion of the Regional District, such changes affect the Total Contract Price, the Total Contract Price amount will be adjusted at the time of ordering the changes. The value of the addition or deduction from the Total Contract Price will be decided by the Regional District based on a lump sum estimate submitted by the Contractor and accepted by the Regional District.

9.0 INSTALLATION, COMMISSIONING AND COMPLETION

The Contractor must coordinate access to the CVRC for installation of the remote monitoring system with the Project Manager or his delegate. The Contractor must notify the Project Manager if, during the process, there is any change to the installation, commissioning, or completion dates provided in the contract and the reason behind the change in dates.

Proponents must indicate the anticipated dates of installation and commissioning. The project is to be completed on or before September 1, 2018.

10.0 PAYMENT

Following completion of the work, the Regional District will pay for the work completed to the Regional District's satisfaction, by the thirtieth (30th) day of the month following that for which payment is required on receipt of an invoice from the Contractor. The Regional District will inspect the work before making payment.

In the event it is determined that the remote monitoring system for the CVRC ammonia plant does not meet the specifications outlined in the contract documents or that the remote monitoring system or installation is deficient in any way, the Regional District may hold back sufficient funds to ensure compliance. The amount of the holdback, if any, and the provisions for the release of funds shall be subject to discussion between the Regional District and the Contractor. The conclusion of any discrepancies and/or deficiencies must occur within a reasonable period of time.

11.0 LICENSES AND PERMITS

The Contractor shall, at their expense, obtain all licences, permits, approvals, and insurance required under the laws of the Province of British Columbia with regard to its own activity under the Contract.

12.0 OWNERSHIP 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 propriety information. Proponents are responsible to review the *Freedom of Information and Protection of Privacy Act* for further information.

All documents, including proposals, submitted to the Regional District become the property of the Regional District. The Regional District will provide a debriefing for proponents, upon request by a proponent, subject to the *Freedom of Information and Protection of Privacy Act*.

13.0 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 Contract except insofar as such publication, release or disclosure is necessary to enable the proponent to fulfil their obligation under this Contract, or by the laws of British Columbia.



14.0 RIGHTS OF WAIVER

A waiver, or any breach of provision of this RFP will not constitute or operate as a waiver, or any other breach, of any other provisions, nor will any failure to enforce any provision herein operate as a waiver of such provisions or of any other provisions.

15.0 SEVERABILITY

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

ACKNOWLEDGEMENT LETTER

The undersigned has received a full set of RFP CS-18-04, Remote Monitoring System for the Canoe Valley Ammonia Plant documents.

Authorized Signatory Signature

Name of Proponent

Name (Please print)

Address

Title

City, Province, Postal Code

Phone Number

Email

Date

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

Please return immediately by mail, hand delivery, or by email to:

Lyle Lewis, Project Manager
Regional District of Fraser-Fort George
155 George Street
Prince George, BC V2L 1P8

Email: llewis@rdffg.bc.ca

APPENDIX A

SCOPE OF WORK

The intent of this project is to install a monitoring system for the Canoe Valley Recreation Centre (CVRC) ammonia plant that can be accessed from within the facility but can also be accessed via the internet and monitored and adjusted remotely.

The proponent will satisfy themselves as to the sufficiency of RFP document for the work, the practicability of executing the work in accordance with the requirements of RFP; and their Total Contract Price stated in the Schedule of Prices. The Total Contract Price will cover all the Contractor's obligations under the Contract, and all matters necessary to the proper completion of the work, and will include the supply of all labour, supervision, materials, equipment, transportation, shipping, taxes and assessments, together with the proponent's overhead and profit, except where otherwise provided for in the Contract.

The Contractor is responsible for the clean-up and disposal of all materials and debris generated during the course of performing the work of the Contract.

The Contractor will ensure that their employees and sub-contracted workers have sufficient knowledge, skill, and experience to properly and safely perform the work. The Contractor will exercise good public relations while fulfilling its responsibilities under the Contract and will ensure that its employees and sub-contracted workers do the same.

The Contractor is solely responsible for the safe storage of their materials, tools, and equipment while on the site during the Contract. The Regional District does not assume responsibility for any lost, stolen, or damaged materials, tools, and equipment on site.

SPECIFICATIONS

The following requirements for the ammonia monitoring system are minimum specifications. Proponents may recommend changes or adjustments to the specifications outlined where the proponent believes that such changes or adjustments will result in a better quality product in terms of efficiency, tractability, serviceability, or general operation. In all cases, the proponent should provide reasons for the recommended changes or adjustments to the RFP specifications with their proposal submission.

- i. Site Location:
Canoe Valley Recreation Centre – 100 Elm Street, Valemount, BC
- ii. Deliverables for CS-18-04:
 - a. remote monitoring system able to communicate over an IP network
 - b. supply and install a dedicated computer system complete with graphics, if necessary to the proposed monitoring system
 - c. supply and install one high resolution, wide screen-display, with touch screen to function as a direct digital control (DDC) in the compressor room
 - d. supply and install interconnecting field wiring
 - e. provide necessary electrical supplies for the project
 - f. provide programming and graphics
 - g. provide on-site training to staff
 - h. provide follow-up IT support to Regional District staff by phone or email for the period of one year from the commissioning date of the monitoring system to be included in this contract at no extra cost
 - i. provide all manuals in hard copy and electronic (pdf) format
 - j. provide minimum one year warranty on all equipment and installation work



The new remote monitoring system for the CVRC ammonia plant will need to be compatible with the following existing equipment for the artificial ice plant:

- manual control panel
- compressors,
- condenser,
- circulating pumps,
- chiller and components.

Note: there is an existing internet connection for the controller.

**APPENDIX B
SCHEDULE OF PRICES**

The Total Contract Price submitted below reflects the full cost, taxes shown separately, for the supply of all labour, supervision, materials, equipment, transportation, shipping, the first year of IT support for the system, taxes and assessments for the provision and installation of a remote monitoring system for the Canoe Valley Recreation Centre ammonia plant as specified in RFP CS-18-04. **All prices shown are to be in Canadian Funds.**

Remote Monitoring System for the Canoe Valley Recreation Centre	\$	
	GST \$	
	PST \$	
TOTAL CONTRACT PRICE		\$

**Installation and
Commissioning
Dates:** _____

Are you a GST Registrant? Yes No

If YES, Tax Registration Number: _____

If NO, please mark the appropriate box:

Supplier qualifies as a small supplier under s. 148 of the legislation Yes No

Authorized Signatory Signature	Business Name
--------------------------------	---------------

Name (Please print)	Address
---------------------	---------

Title	City, Province, Postal Code
-------	-----------------------------

Phone Number	Email
--------------	-------

Date

**APPENDIX C
SAMPLE CONTRACT**

BETWEEN:

REGIONAL DISTRICT OF FRASER-FORT GEORGE, a local government incorporated pursuant to the *Local Government Act* and having its business office located at:
155 George Street
Prince George, BC V2L 1P8

(hereinafter called "the Regional District")

OF THE FIRST PART

AND:

THE CONTRACTOR
a company duly incorporated under the laws of British Columbia and having a place of business at:

(hereinafter called the "Contractor")

OF THE SECOND PART

1. The Contractor will:
 - a) Provide all necessary labour, supervision, materials, equipment, transportation and shipping, and perform all work, and fulfill everything as set forth in and in strict accordance with the Contract Documents for the project entitled "CS-18-04 Remote Monitoring System for the Canoe Valley Recreation Centre Ammonia Plant",
 - b) Commence to actively proceed with the Work of the Contract upon execution of the Contract by the Regional District and complete the work on or before September 1, 2018.
2. The Contractor will pay to the Regional District as full compensation for the performance and fulfilment of this Contract, the sum or sums of money specified herein in the manner and at the times specified in the Contract Documents.
3. The RFP document in its entirety, including all appendices, addenda (as applicable), and the Contractor's proposal are incorporated herein, to the intent and purpose as though recited in full herein, and the whole will form the Contract and will endure to the benefit of and be binding upon the parties hereto and their successors, executors, administrators, and assigns.
4. No implied agreement of any kind whatsoever, by or on behalf of the Regional District, will arise or be implied from anything contained in this Contract or from any position or situation of the parties at any time, it being understood and agreed that the express contracts, covenants and agreements made herein by the parties hereto are and will be the only contract, covenants and agreements on which any rights against the Regional District may be founded.

5. Subject to Section 4, this Contract will supersede all communications, negotiations, and agreements, either written or verbal, made between the parties hereto in respect of matters pertaining to this Contract prior to the execution and delivery hereof.
6. All communications in writing between the parties will be deemed to have been received by the addressee if delivered to the individual, or to a member of a firm, or to the General Manager of Community Services of the Regional District for whom they are intended if sent by registered mail as follows:

Contractor Name
Contractor's address

General Manager of Community Services
Regional District of Fraser-Fort George
155 George Street, Prince George, BC V2L 1P8.

IN WITNESS WHEREOF the parties have duly executed this Agreement.

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

Chair

Date

GM of Legislative and Corporate Services

Date

SIGNED ON BEHALF OF
CONTRACTOR

SAMPLE ONLY, DO NOT SIGN

Authorized Signature

Date

SAMPLE ONLY, DO NOT SIGN

(Name and Title) (Please print)