



## **REQUEST FOR PROPOSALS**

### **Drinking Water and Watershed Protection Action Plan Update**

**ISSUED: November 22<sup>nd</sup>, 2018**

**CLOSING DATE AND TIME:**

Proposals are requested to be received at the Closing Location on or before:  
**3:00 PM (15:00 hrs) Pacific Time on December 20<sup>th</sup>, 2018**

**Regional District of Nanaimo (RDN) Contact for Questions:**

Julie Pisani, Drinking Water and Watershed Protection Program Coordinator  
250-390-6586 | [jpisani@rdn.bc.ca](mailto:jpisani@rdn.bc.ca)

Deadline for questions is five (5) business days before the closing date.



## Instructions to Proponents

### Closing Date/Time/Location

Proposals are to be received on or before the closing time of 3:00 PM (15:00 hrs), Pacific Time, December 20<sup>th</sup>, 2018. Select one (1) of the Submission Methods below:

1. By Email: With “*Drinking Water and Watershed Protection Action Plan Update*” as the subject line at this electronic address:  
[jpisani@rdn.bc.ca](mailto:jpisani@rdn.bc.ca)  
**Please note: Maximum email file size limit is 20MB, or less.**
2. By hand/courier delivery: One (1) copy of the Proposal along with one (1) electronic copy of the Proposal on a USB stick should be enclosed and sealed in an envelope clearly marked: *Drinking Water and Watershed Protection Action Plan Update* delivered to the:

Regional District of Nanaimo  
Main Reception – 2<sup>nd</sup> Floor  
6300 Hammond Bay Road  
Nanaimo, B.C., V9T 6N2  
Attention: Water Services, Julie Pisani

Should there be any differences between the hard copy and the electronic copy, the hard copy will prevail. Proposals received by facsimile are not accepted.

### Amendment to Proposals

Proposals may be amended in writing and sent via email at [jpisani@rdn.bc.ca](mailto:jpisani@rdn.bc.ca). Such amendments should be signed by the authorized signatory of the Proponent.

### Addenda

If the RDN determines that an amendment is required to this RFP, the RDN will post the Addendum on the RDN ([www.rdn.bc.ca](http://www.rdn.bc.ca)) and BC Bid ([www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca)) websites. Each addendum will be incorporated into and become part of the RFP. No amendment of any kind to the RFP is effective unless it is contained in a written addendum issued by the RDN. It is the sole responsibility of the Proponent to check and ensure any and all amendments are included prior to submitting their final Proposal submission.

### Withdrawal of Proposals

The Proponent may withdraw their Proposal at any time by submitting a written withdrawal email to [jpisani@rdn.bc.ca](mailto:jpisani@rdn.bc.ca)

### Unsuccessful Vendors

The District will offer debriefings to unsuccessful Proponents, on request, at a mutually agreeable time.



## 1. INTRODUCTION

The purpose of this Request for Proposal is to solicit submissions from qualified firms to lead the development of an updated Action Plan for the Regional District of Nanaimo's Drinking Water and Watershed Protection (DWWP) service.

Over the past ten years, the Regional District of Nanaimo (RDN) has emerged as a leader in water management in BC. Our region is poised to continue and expand upon this water leadership role and stands to benefit from ongoing innovative approaches. As the DWWP service moves into its second decade, the RDN is seeking a consulting firm that can deliver a comprehensive updated DWWP Action Plan, produced in collaboration with the RDN Board, the public and key stakeholders. An updated Action Plan is needed to best direct DWWP service delivery over the next 10-year period and beyond, to build upon the foundational work completed to-date. Analysis should include what program elements to continue as status quo, and what elements to change, remove or add to better deliver on water sustainability goals and economic and environmental health objectives in our region. The updated Action Plan needs to provide a strategic path forward for this regional service that is realistic yet progressive; effective yet cost efficient. Consultants will develop the updated Action Plan through a collaborative process and present it to the RDN Board for consideration. The RDN Board will ultimately determine the scope and actions to be delivered by the DWWP service, based on the project outcomes.

This project is to take place between January 2019 and November 2019, with key deliverables and milestones before final completion. The available budget for this project is **\$60,000**, excluding GST. Disbursements associated with the consultant's duties will be included in the proposed project budget.

## 2. BACKGROUND

The current RDN [Drinking Water and Watershed Protection \(DWWP\) Action Plan](#), adopted by the RDN Board in 2007, provides a roadmap for achieving actions in water resource awareness and education, water monitoring and science, and water policy and planning support. It outlines key activities and an accompanying budget. It was developed through a collaborative process that involved a steering committee with diverse stakeholders and elected officials, and significant public consultation.

The Action Plan was first implemented in 2009, with a 10-year scope, following a successful referendum in 2008 to secure program funding through parcel-tax. The establishment of this parcel-tax funded service made it the first of its kind in British Columbia to be delivered by regional government. The DWWP service is paid into by all RDN Electoral Areas and member municipalities (see section 3.1 for Plan Area map). It is framed by the understanding that water management crosses jurisdictional boundaries and is best dealt with on a watershed / aquifer scale. The Action Plan does not address watershed management actions on a watershed by watershed basis, but rather provides the overarching regional framework to deliver on the following objectives across all watersheds and aquifers in the region through partnerships:

- increase water efficiency in our communities to avoid the costs of expanding water supply infrastructure;
- track local water resources to ensure adequate water supply now and in the future;
- enable better water management and land use decisions, to protect property values and ecological values in the region.



Actions under the Plan have been successfully implemented and many are now ongoing year-over-year. In 2018, the 10th year of plan implementation, a third-party review was completed by Econics, a water strategy firm based in Victoria, BC. This [10-Year Action Plan Implementation Review](#) assessed the program actions implemented against the commitments identified in the plan to evaluate effectiveness in the first decade of the program. Findings from the Econics report provide a useful springboard to the DWWP Action Plan Update to take place in 2019.

The importance of drinking water and watershed protection is continually demonstrated as we face the challenges of a changing climate, growing population, and ongoing land use pressures. In circumstances of complexity in watershed management, uncertainty about watershed dynamics and stress on watershed health, the Regional District of Nanaimo is positioned to maintain a proactive approach. This regional service can provide the vehicle to collaboratively implement programs that protect and maintain the integrity of the region's waterways and aquifers by taking an integrated view of land and water, ecosystems and infrastructure, rural communities and urban communities in our region.

## **2.1 PROJECT OBJECTIVES**

The primary objectives of this project are to:

1. Engage with key informants and collaborators to gather input that will inform the update of the Drinking Water and Watershed Protection (DWWP) Action Plan.
2. Identify the needs, requirements, objectives and activities of the DWWP service for the next operational period (10 Years +).
3. Produce a specific, measurable, agreed-upon, realistic and time-based Action Plan for the RDN Drinking Water and Watershed Protection service, based on the requested Scope (Section 3).

### 3. SCOPE OF SERVICES

The Drinking Water and Watershed Protection Action Plan update is intended to be developed through a collaborative process which relies on meaningful engagement and consultation with the RDN Board, the public, key stakeholders, senior government and First Nations. The scope of work to design and deliver the updated DWWP Action Plan will include the following tasks:

- a. **Develop goals and objectives** of the Drinking Water and Watershed Protection program delivery for the next 10+ years.
  - Include technical objectives, planning process objectives, education objectives, capacity building objectives, governance objectives, policy objectives.
- b. **Link to existing plans** for congruency, coherence, efficient delivery and connection to regulatory commitments.
  - Existing relevant plans include: RDN Regional Growth Strategy, RDN Liquid Waste Management Plan, RDN Board Strategic Plan, RDN Water Conservation Plan, etc. (See list of reference material in Section 5).
  - Plan activities should consider how to address stormwater, drinking water, aquatic water needs, water quality, water quantity, water conservation, water protection, land use, infrastructure, regulations, policy, partnerships, in an integrated manner.
- c. Develop and implement a process to **select programs actions and activities** that will meet the objectives developed in this scope of work (see item *a.*).
  - Select actions based upon the goals and objectives, existing data, understanding of potential stressors and opportunities, feedback from consultation.
  - Cost efficiency, effectiveness and innovation should be key factors in considering what to maintain, change, add or remove.
  - Consider value and merits of ongoing initiatives established in the first 10 years and of new initiatives that could be implemented under the updated Plan.
  - Propose priority and sequence based on consultation.
  - Articulate guiding principles and factors for success.
- d. **Outline budget and resource requirements**
  - Provide a detailed budget for each year in next 10-year period (or other period as otherwise agreed upon).
  - Include staffing requirements.
  - Propose a timeline for activities.
  - Outline recommendations and considerations for transitioning to / phasing in the updated Plan.

(Scope continues on next page)

- e. Investigate and **recommend structure for successful Plan implementation** (i.e. reporting structure, accountability, committee involvement and terms of reference) with detail on:
- Opportunities for Board oversight and input - recognize 4 year election cycle;
  - Opportunities collaboration with First Nations;
  - Opportunities for stakeholder and community involvement;
  - Role as service provider to member municipalities;
  - Opportunities to partner with other branches of senior government to advocate for our region;
  - Opportunities to take a regulatory role.
- f. **Develop measures of success**
- How do we monitor the plan through specific indicators/measures.
  - How do we communicate progress.
- g. Outline plan review period and **recommend ongoing adaptation / update mechanisms**.

Overall, the successful consultant will:

- Demonstrate water and planning expertise and articulate an approach for developing a strategic, action-oriented, adaptive, integrated and innovative Action Plan;
- Balance taking direction from RDN Board and staff with providing effective suggestions and solutions to help steer the project, based on their applicable knowledge and expertise;
- Work collaboratively to gather input on and refine the detailed Project Delivery Strategy at the outset (this will be consistent with scope and flow from the successful proposal);
- Include meaningful opportunities for input in developing the contents of the updated DWWP Action Plan with RDN Board, RDN staff, DWWP Technical Advisory Committee members, First Nations, key stakeholder groups, and members of the public at-large.
- Write in a clear, precise, structured and well-reasoned manner.

### 3.1 PLAN AREA

The RDN covers 2,070 square kilometres containing diverse geographical areas characterized by 188 kilometres of coastline and seven major water regions (basins) from north to south:

*1-Big Qualicum River, 2-Little Qualicum River, 3- French Creek, 4- Englishman River, 5- Nanoose to South Wellington, 6-Nanaimo River and 7-Gabriola Island.*

The service area for the DWWP function is inclusive of the four municipalities – City of Nanaimo, District of Lantzville, City of Parksville, Town of Qualicum Beach – and seven electoral areas A, B, C, E, F, G, H.



Fig. 1: Map of the RDN Electoral Areas (orange) and Water Regions (red)

### REGIONAL DISTRICT OF NANAIMO



#### 4. DELIVERABLES AND OUTCOMES

<b>Deliverable 1:</b>	Project Delivery Strategy (due Feb. 26 <sup>th</sup> ). -This will include a detailed engagement approach and methodology.
<b>Deliverable 1a):</b>	Presentation on Project Delivery Strategy to RDN Board on March 12 <sup>th</sup> .
<b>Deliverable 2:</b>	Draft Action Plan that includes Budget and Resource needs (due July 16 <sup>th</sup> ).
<b>Deliverable 2a):</b>	Presentation of Action Plan Draft to RDN Board on September 10 <sup>th</sup> .
<b>Deliverable 3:</b>	Final Action Plan (due October 28 <sup>th</sup> ).

To meet these outcomes, the consultant must:

##### **Know the literature**

Perform a literature review to understand current status, beneficial practices, and applicable innovations.

- Include the reference materials in Section 5 of this RFP, operational material provided by RDN staff, and additional relevant, topical and current information sources from other agencies.  
→ *Indicate in your proposal what other materials you may draw upon or reference.*

##### **Design, organize and facilitate engagement opportunities to gather input on the Action Plan update**

This includes working with: the DWWP Technical Advisory Committee, the RDN Board, other Board Committees, First Nations, key stakeholders, and the public-at-large to gather input on the project.

- Include multiple modes and instances of engagement.
- The consultant is not constrained to use only meetings if alternative proven innovative methods would also be effective for consultation, based on experience and rationale.
- Informant groups can be engaged separately or together; provide a rationale for who will be engaged and in what format.  
→ *Indicate in your proposal the number of engagement opportunities you are proposing, the type of engagement format(s) you are proposing to achieve the scope of work, and who you propose to engage and for all of these items: why.*  
→ *Recommend strategies on how to achieve high levels of engagement and recommendations on what participation rate you will target, and what will be indicator s of successful engagement.*  
→ *This is your proposed engagement strategy for the project.*

##### **Structure the Action Plan in a manner that captures all the elements of the Project Scope (Section 3)**

Clearly communicate the goals, resource inputs, activities, priorities, roles, outputs, outcomes, and evaluation mechanisms.

- Be innovative, yet practical; effective, yet cost efficient.  
→ *Indicate in your proposal how you will ensure the Plan is specific, measurable, agreed upon, realistic, time-based.*  
→ *Indicate in your proposal initial thoughts on Plan structure and the process you will use to develop the Action Plan document. Point to previous work where you have designed a comprehensive, well-structured Action Plan or Strategic Plan document.*





Please provide, in your Proposed Fee (Section 6.3.3), the itemized cost per Board Presentation [deliverables 1a), 2a)] and per proposed Engagement Opportunity. This is for information of cost burden associated with these components on a per item basis. Fees will be evaluated as per the Proposed Fees evaluation noted in 6.3.3.

#### 4.1 PROJECT SCHEDULE

The desired project completion schedule is as follows:

Month (2019)	Project Milestone
January	Project initiation week of January 7 <sup>th</sup> or 14 <sup>th</sup> .
February	First DWWP Technical Advisory Committee Meeting of 2019 – February 21 <sup>st</sup> . <b>Deliverable 1: DWWP Action Plan Update Project Delivery Strategy</b> – due February 26 <sup>th</sup> .
March	<b>Deliverable 1a: DWWP Action Plan Update Project Delivery Strategy presented to RDN Board</b> for endorsement on March 12 <sup>th</sup> .
April through August	Bulk of work on Action Plan Update takes place, including: <ul style="list-style-type: none"> <li>▪ Engagement with Board / Public / First Nations / Other consultation</li> <li>▪ DWWP Technical Advisory Committee meetings: April 25<sup>th</sup> &amp; June 13<sup>th</sup></li> <li>▪ Other key engagement events as identified in the Project Delivery Strategy.</li> </ul> <b>Deliverable 2: Draft Updated DWWP Action Plan including budget and resource considerations</b> due for July 16 <sup>th</sup> .
September	<b>Deliverable 2a: Draft Updated DWWP Action Plan Presented to the Board</b> on September 10 <sup>th</sup> .
October	Consultants finalize updated Action Plan based on Board feedback. <b>Deliverable 3: Final Action Plan due October 28<sup>th</sup>.</b>
November	Last DWWP Technical Advisory Committee Meeting of 2019 – November 7 <sup>th</sup> . Final Action Plan Presented to Board by staff on November 12 <sup>th</sup> .
December	End of consultant engagement.

Note: the DWWP Technical Advisory Committee meeting dates are pre-scheduled for the year and included in this table for reference. Whether those meetings are used by the consultant as part of the engagement approach and methodology is for contemplation in the proposal.

## 5. REFERENCE/BACKGROUND INFORMATION

The successful consultant is required to demonstrate subject matter proficiency and strategic planning expertise. This includes knowledge of watershed dynamics and local government processes.

In addition, they should be familiar with applicable relevant background documents, including but not limited to what is provided below. Importantly, significant changes to the regulatory landscape have been introduced since the original DWWP Action Plan was created, through the new BC Water Sustainability Act (WSA) that came into force in February 2016.

The following is provided as required background information:

- RDN Bylaws [1556-0](#), [1556-01](#), [1556-02](#)
- Current [DWWP Action Plan](#) (2007; adopted 2008)
- [Innovative Options and Opportunities for Sustainable Water Use](#) (2008)
- [Watershed Snapshot Report](#) (2010)
- [RDN Regional Growth Strategy](#) (2011)
- RDN Water Service Areas [Water Conservation Plan](#) (2013) –*scheduled for update in 2019*
- RDN Liquid Waste Management Plan - [executive summary, see program 5](#) (2014)
- [RDN Board Strategic Plan](#) (2016-2020)
- [RDN DWWP Technical Advisory Terms of Reference](#) (2012; update 2016)
- POLIS project “[A Blueprint for Watershed Governance in British Columbia](#)” (2014)
- [BC Water Sustainability Act](#) (2016)
- DWWP program [website](#)
- RDN Water & Utilities [website](#)
- RDN Drinking Water and Watershed Protection [10-Year Action Plan Implementation Review](#) (Econics, 2018)

The successful Proponent is expected to review and reference other relevant information beyond this list, as identified during the process.

## 6. PROPOSAL SUBMISSION AND EVALUATION

To assist in receiving similar and relevant information, and to ensure your Proposal receives fair evaluation, the RDN asks Proponents to provide the following information.

### 6.1 Proposal Submission

Proposals should:

- a) Be received on or before the established closing date and time at the location specified.
- b) Include a cover letter signed by an authorized officer of the Proponent.
- c) Be in English.

### 6.2 Evaluation Criteria

The following criteria identify the key components on which Proposals to this RFP will be evaluated.

Evaluation Criteria		Point Value	X Rating	Total Score
Corporate Qualifications and Experience		10		
Experience, Depth, and Breadth of Project Team		20		
Approach and Methodology		20		
Project Management and Quality Assurance		10		
Proposed Fees		40		
<b>Total</b>		<b>100</b>		
Rating	Description			
5	Exceeds Expectations, Proponent clearly understands the requirement, Excellent Probability of success			
4	Somewhat Exceeds Expectations			
3	Meets Expectations, Proponent demonstrates a good understanding of the requirement. Good probability of success			
2	Somewhat meets Expectations, Minor weakness and/or deficiencies. Fair probability of success			
1	Does not meet expectations, does not demonstrate a good understanding of the requirements, low probability of success			
0	Response indicates a complete misunderstanding of the requirements, very low probability of success.			

Evaluation Criteria Notes:

1. A score of ZERO (0) on ANY of the Rated Criteria items may result in disqualification of a submission.
2. These are the ONLY factors which will be used to evaluate the submission.
3. The highest scoring or any submission will not necessarily be accepted.
4. The lowest price proposal will receive a rating of 5. Other proposals will receive reduced scores based on the proportion higher than the lowest price. i.e. Score = Rating/Min Cost x 5



Proposals submitted should be in enough detail to allow the RDN to determine the Proponent's qualifications and capabilities from the documents received. Every effort should be made to include complete details of the proposed work. The selection committee, formed at the RDN's sole discretion, will score the Proposals in accordance with the criteria provided.

The selection committee may proceed with an award recommendation and the RDN may proceed to enter into negotiations with the highest evaluated proponent with the intent of developing an agreement. If the parties after having bargained in good faith are unable to conclude a formal agreement, the RDN and the Proponent will be released without penalty or further obligations other than any surviving obligations regarding confidentiality and the RDN may, at its discretion, contact the Proponent of the next best rated Proposal and attempt to conclude a formal agreement with it, and so on until a contract is concluded.

The RDN reserves the right to award the assignment in whole or in part or to add or delete any portion of the work.

Throughout the evaluation process, the evaluation committee may seek additional clarification on any aspect of the Proposal to verify or clarify the information provided.

### **6.3 Proposal Content**

#### **Cover Letter & Signature**

The Proposal should include a signed cover letter summarizing your proposal and highlighting the reasons why the RDN should select your firm for this assignment.

#### **6.3.1 Corporate Qualifications and Experience**

- a. Include a brief summary of the company's background, area(s) of expertise, organization chart, and number of employees.
- b. List any sub-consultants proposed, and provide a similar summary as above.
- c. Provide at least two (2) project abstracts that clearly outline previous experience with similar projects. The referenced projects shall be of similar or greater magnitude and have been successfully completed by the company within the past three (3) years. The project abstracts shall clearly note the project value, project constraints, location, Project Manager, key staff members, client names, client references and their current contact details. Project references may be contacted and their response may be used to form part of the evaluation score.

#### **6.3.2 Experience, Depth, and Breadth of Project Team**

- a. Provide a resume or curriculum vitae of the nominated Project Manager and all other project team members that would be directly involved in the project. Relevant experience, qualifications, credentials, and notable achievements in each area of the work should be detailed.
- b. Provide a table clearly indicating what role and responsibility each team member will play, the anticipated hours of each and the total role and project hours.

### **6.3.3 Approach and Methodology**

- a. Provide an overview of the project to confirm understanding of the scope of work.
- b. Clearly define and describe your firm's proposed approach and how it would meet the project requirements. This includes your approach and methodology for *engagement opportunities* (number, format, participants) and the approach and methodology for *plan development* to meet the scope of work.
- c. Submit a schedule of key tasks and milestones with dates and sufficient detail for the Evaluation Team to assess the reasonable ability of your firm in achieving the results in the time stated. At a minimum, identify the sequence and timing of milestones, the respective expertise involved, the time allocation for each, and the project constraints and challenges. The schedule shall identify the critical path, delineate what resources will be required, and when they will be required.
- d. Detail your firm's approach on dealing with the project constraints and challenges in order to demonstrate your firm's innovative ideas and approach to problem solving.

### **6.3.4 Project Management and Quality Assurance**

- a. Demonstrate your firm's approach to project management and highlight the procedures that will be used to ensure deliverables are completed and delivered on time and on budget.
- b. Provide a description of an internal quality assurance and control program in place, including the provision of a quality assurance and control plan that ensures senior technical review of relevant project activities.

### **6.3.3 Proposed Fee**

Provide pricing for the project tasks and milestones in a Schedule of Effort table showing a breakdown of fees using the same headings from the consultant's proposed methodology. The fee structure shall include hourly charge out rates and hour requirements for all personnel involved, sub-consultant fees, disbursements, meetings, engagement opportunities, and all other costs to complete the work. The total project cost is to be considered an upset limit, not to be exceeded unless approved in writing by the RDN, and shall be inclusive of all Consultant salary costs, general and overhead expenses, and disbursements. Disbursements shall include the costs of printing and reproducing, drawings, reports, travel/accommodation costs, out of pocket expenses, and all other anticipated expenses. Any applicable taxes should be shown as a separate line item.

### **6.3.4 Proposed Purchase Contract**

Proponents need to identify any specific provisions contained in this RFP with which it is unwilling or unable to comply from the attached Draft Client-Consultant Agreement and suggest replacement language. Failure to do so means acceptance of the agreement as presented.



## **7. GENERAL CONDITIONS**

### **7.1 No Contract**

By submitting a Request for Proposal and participating in the process as outlined in this RFP, proponents expressly agree that no contract of any kind is formed until a fully executed contract is in place.

### **7.2 Privilege Clause**

The lowest or any proposal may not necessarily be accepted.

### **7.3 Acceptance and Rejection of Submissions**

This RFP does not commit the RDN, in any way to select a preferred Proponent, or to proceed to negotiate a contract, or to award any contract. The RDN reserves the right in its sole discretion cancel this RFP, up until award, for any reason whatsoever

The RDN may accept or waive a minor and inconsequential irregularity, or where applicable to do so, the RDN may, as a condition of acceptance of the Submission, request a Proponent to correct a minor or inconsequential irregularity with no change in the Submission.

### **7.4 Conflict of Interest**

Proponents shall disclose in their Proposals any actual or potential Conflict of Interest and existing business relationships it may have with the RDN, its elected officials, appointed officials or employees.

### **7.5 Solicitation of Board Members and RDN Staff**

Proponents and their agents will not contact any member of the RDN Board or RDN Staff with respect to this RFP, other than the RDN Contact named in this document.

### **7.6 Litigation Clause**

The RDN may, in its absolute discretion, reject a Proposal submitted by Proponent, if the Proponent, or any officer or director of the Proponent is or has been engaged either directly or indirectly through another corporation in legal action against the RDN, its elected or appointed officers and employees in relation to:

- (a) any other contract for works or services; or
- (b) any matter arising from the RDN's exercise of its powers, duties, or functions under the Local Government Act, Community Charter or another enactment within five years of the date of this Call for Proposals.

In determining whether to reject a Proposal under this clause, the RDN will consider whether the litigation is likely to affect the Proponent's ability to work with the RDN, its consultants and representatives and whether the RDN's experience with the Proponent indicates that the RDN is likely to incur increased staff and legal costs in the administration of this Contract if it is awarded to the Proponent.



### **7.7 No Claim for Compensation**

Proponents are solely responsible for their own expenses in preparing and submitting a Proposal and for any meetings, negotiations, or discussions with the RDN. The RDN will not be liable to any Proponent for any claims, whether for costs, expense, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP. Proponents agree that by participating in the RFP process they have no claim for compensation.

### **7.8 Ownership of Proposals**

All Proposals, including attachments and any documentation, submitted to and accepted by the RDN in response to this RFP become the property of the RDN.

### **7.9 Freedom of Information**

All submissions will be held in confidence by the RDN. The RDN is bound by the Freedom of Information and Protection of Privacy Act (British Columbia) and all documents submitted to the RDN will be subject to provisions of this legislation. The successful vendor and value of the award is routinely released.



**REGIONAL DISTRICT OF NANAIMO**  
**CONSULTING SERVICES AGREEMENT**

THIS AGREEMENT made the \_\_\_\_\_ day of **<insert month>**, 20\_\_.

BETWEEN:

REGIONAL DISTRICT OF NANAIMO  
6300 Hammond Bay Road  
Nanaimo, BC  
V9T 6N2

(hereinafter called the "Regional District")

AND:

**<Insert Company/Individual Name>**  
**<Insert Street Address>**

(hereinafter called the "Consultant")

**NOW THIS AGREEMENT WITNESSETH:**

THAT in consideration of the terms, conditions and covenants hereinafter set forth, the Regional District and the Consultant covenant and agree each with the other as follows:

**1. Appointment**

The Regional District retains the Consultant to provide the Services (herein called the "Services") described in Schedule 'A' which is attached hereto and forms part of this Agreement.

**2. Term**

The Consultant will provide the Services during the period (hereinafter called the "Term") commencing on **<insert date>** and ending on **<insert date>**, unless sooner terminated as hereinafter provided.

**3. Payment**

The Regional District will pay to the Consultant, for the Services, the amount, in the manner and at the times set out in Schedule 'A' attached hereto. The Consultant agrees to accept the amount as full payment and reimbursement. No additional amounts may be charged by the Consultant.

**4. Independent Contractor**

The Consultant will be an independent contractor and not the servant, employee or agent of the Regional District. The Consultant is not, and must not claim to be the Regional District's agent for any purpose unless the Regional District gives the Consultant authorization in writing to act as the Regional District's

agent for specific purposes that are reasonably necessary to the Consultant's rendering of the Services pursuant to this Agreement.

## **5. Assignment and Sub-contracting**

The Consultant will not, without the prior written consent of the Regional District, assign or subcontract this Agreement or any portion thereof.

## **6. Ownership of Documents and Confidentiality**

6.1 Title. The title, property rights, moral rights and ownership in and to all present and future materials and information produced or prepared by the Consultant pursuant to this Agreement including but not limited to plans, drawings, specifications, computer discs, listings, computer software and any other material or physical item on which information is stored shall vest in the Regional District without any payment by the Regional District therefor.

6.2 Patent and Copyright. The title, property rights, moral rights and ownership in and to all copyright in all present and future literary or artistic works including, but not limited to, computer programs and software, plans, drawings and specifications and the title, property rights and ownership in and to all patent rights in any invention developed during the course of or out of providing the Services shall vest in the Regional District without any payment by the Regional District therefor.

6.3 Further Assurances. The Consultant shall upon request by the Regional District, do all such things and execute and deliver to the Regional District all such documents and instruments as the Regional District shall reasonably require in order to vest title, property rights and ownership in the Regional District and the Consultant shall execute and deliver all such assignments, documents and instruments as may, in the Regional District's opinion, be necessary or desirable for the application or the issuance of any patents, designs or the registration of any copyright.

## **7. Conflict**

The Consultant shall not, during the term, perform a service for or provide advice to any person, firm or corporation where the performance of the service or the provision of the advice may or does, in the reasonable opinion of the Regional District, give rise to a conflict of interest between the obligations of the consultant to the Regional District under this Agreement, and the obligations of the Consultant to such other person, firm or corporation.

## **8. Indemnity**

The Consultant shall release, indemnify and save harmless the Regional District, its elected officials, officers, and employees of and from all claims, costs, losses, damages, actions, causes of action, expenses and costs arising from any error, omission or negligent act of the Consultant, or its officers, employees, agents or consultants, in the performance of the Services, or from the Consultant's breach of this Agreement.

## **9. Insurance**

Comprehensive General Liability in an amount not less than two million dollars (\$2,000,000.00) inclusive per occurrence against bodily injury and property damage. The Regional District is to be added as an additional insured under this policy.

Professional liability (errors and omissions) insurance coverage shall be maintained to a limit of not less than \$250,000 per occurrence, \$1,000,000 aggregate.

## **10. Termination**

Notwithstanding any other provision of this Agreement:

- (a) If the Consultant fails to comply with any provision of this Agreement, then, and in addition to any other remedy or remedies available to the Regional District, the Regional District may, at its option, terminate this Agreement by giving written notice of termination to the Consultant.
- (b) Either Party may terminate this Agreement at any time upon giving the other Party seven (7) days notice of such termination.

If either such option is exercised by the Regional District, the Regional District will be under no further obligation to the Consultant except to pay the Consultant such amount as the Consultant may be entitled to receive, pursuant to Schedule 'B', for services provided and expenses incurred to the date the said notice is given or delivered to the Consultant. The Consultant will refund to the Regional District any payment already made to the Consultant not yet earned.

## **11. Prior Dealings**

All prior negotiations and agreements between the parties relating to the subject matter of this Agreement are superseded by this Agreement. There are no representations, warranties, understandings or agreements other than those expressly set forth in the Agreement or subsequently agreed to in writing, which writing shall be executed by a duly authorized officer of the party to be bound thereby.

## **12. Waiver**

The failure of either party at any time to require the other party's performance of any obligation under this Agreement shall not affect the right to require performance of that obligation in the future. Any waiver by either party of any such breach or any such provision hereof shall not be construed as a waiver or modification of this provision itself, or a waiver or modification of any other right under this Agreement.

## **13. Counterparts**

This Agreement may be executed in counterparts with the same effect as if both parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.

#### **14. Dispute Resolution**

If the parties to this Agreement are unable to agree on the interpretation or application of any provision in the Agreement, or are unable to resolve any other issue relating to this Agreement, the parties agree to the following process in the order it is set out:

- (a) the party initiating the process will send written notice to the other party (the “Dispute Notice”); and
- (b) the parties will promptly, diligently and in good faith, including the senior management of both parties, take all reasonable measures to negotiate an acceptable resolution to the disagreement or dispute.

#### **15. Freedom of Information**

The Consultant acknowledges and agrees that any Confidential Information disclosed by it to the RDN under this Agreement may be subject to a request for public disclosure under the Freedom of Information and Protection of Privacy Act, R.S.B.C. 1996, c.165, as amended from time to time.

#### **16. Collection of Personal Information**

Unless the Agreement otherwise specifies or the Regional District otherwise directs in writing, the Consultant may only collect or create Personal Information that is necessary for the performance of the Consultant’s obligations, or the exercise of the Consultant’s rights, under the Agreement.

#### **17. Miscellaneous**

All provisions of this Agreement in favour of the Regional District and all rights and remedies of the Regional District, either at law or equity, will survive the expiration or sooner termination of this Agreement.



IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

For the Regional District of Nanaimo:

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<insert signature>

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<insert printed name of signatory>

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<insert title of signatory>

For the Consultant:

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<insert signature>

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<insert printed name of signatory>

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<insert title of signatory>

## **SCHEDULE "A"**

### **SCOPE OF WORK**

<insert scope of work, deliverables and timeline>

### **FEES & EXPENSES**

Total compensation to be paid to the Consultant by the Regional District of Nanaimo shall not exceed a maximum of **<insert upset amount>**. This compensation includes all fees and expenses including GST. If the services are completed by the consultant at less cost than **<insert upset amount>** the Regional District shall be billed only for actual hours worked and actual expenses incurred. If the Consultant receives the Maximum Fee, but has yet to complete the Services, it shall continue to provide the Services until it has provided all of the Services.

Payment by the Regional District to the Consultant will be upon receipt of monthly written invoices from the Consultant for completed services. (Invoices shall contain a written statement of account showing the calculation of all fees and expenses claimed.)