



6300 Hammond Bay Road, Nanaimo, B.C. V9T 6N2

## **REQUEST FOR PROPOSALS**

### **Web Mapping System**

**ISSUED: July 30, 2018**

#### **CLOSING DATE AND TIME:**

Proposals are requested to be received at the Closing Location prior to:  
**3:00 PM (15:00 hrs) Pacific Time on August 30, 2018**

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

Mike Moody, Manager, Information Technology and Geographic Information  
Systems

Telephone: (250) 390-6532

Email: [mrmoody@rdn.bc.ca](mailto:mrmoody@rdn.bc.ca)

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

#### **Proponent's Information Meeting:**

There will be no Proponent Information Meeting held



## **Preamble**

The Regional District of Nanaimo (RDN) invites qualified and experienced firms to submit a proposal for the provision of a Web Mapping Solution.

The RDN began their GIS Web mapping initiative with Esri's ArcIMS platform in the late 1990's and subsequently implemented Orion Technology Inc.'s OnPoint product as their primary Web mapping platform circa 2002. The desired completion date of the work is on, or before the end of November 2018.

## **Instructions to Proponents**

### **Article 1. Closing Date/Time/Location**

Proponents are requested to submit their Proposal prior to the closing time of 3:00 PM (15:00 hrs), Pacific Time, August 30, 2018. Select one (1) of the Submission Methods below:

1. By Email: With **"Web Mapping Solution"** as the subject line, in PDF format, at this electronic address: [mrmood@rdn.bc.ca](mailto:mrmood@rdn.bc.ca)

**Please note: Maximum email file size limit is 15MB, 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: **"Web Mapping Solution"** delivered to the:

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

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.

### **Article 2. Examine Documents**

The Proponent must carefully examine all of the Documents judging for and satisfying himself as to the probable conditions to be encountered. Should a Proponent find discrepancies in, or omissions from the documents, or should he be in doubt as to their meaning, he should, prior to submitting his proposal, notify the RDN in writing. The Proponent may not claim, after the submission of a proposal, that there was any misunderstanding with respect to the conditions imposed by the documents. No verbal agreement or conversation made or had at any time with any officer, agency or employee of the RDN shall affect or modify any of the terms or obligations herein stated.

### **Article 3. Addenda**

If the RDN determines that an addendum is required for this proposal, the RDN will post the addendum on the RDN Website and BC Bid website. Each addendum will be incorporated into and become part of



the proposal. No amendment of any kind to the proposal 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 addendums are included prior to submitting their final Proposal submission.

#### **Article 4. Proposal Pricing**

All pricing should be in Canadian dollars and should exclude all applicable fees, taxes and levies which should be listed and shown separately. In the event of a price extension discrepancy when calculating the total contract value, the RDN reserves the right to correct the totals.

#### **Article 5. Cover Letter and Proposal Signing**

The proposal should include a Cover Letter highlighting the key features of the proposal indicating why the RDN should award this proposal to your firm and should be signed by an authorized signatory of the company.

#### **Article 6. Revisions to Proposals**

Any revision to the proposal by the Proponent must be in writing properly executed and received prior to the posted closing date and time as per the submission instructions outlined in Article 1.

#### **Article 7. Proposal Withdrawal**

A Proponent may, without prejudice to himself, withdraw his proposal on written request received prior to the posted closing date and time as per the submission instructions outlined in Article 1.

#### **Article 8. Proposal Rejection**

.1 The RDN reserves the right to reject any or all proposals, or accept other than the lowest priced proposal and to accept the proposal which it deems most advantageous.

.2 The RDN may reject a proposal if:

- a) After investigation and consideration, the RDN concludes that the Proponent is not qualified to do the work and/or cannot do the work and perform the Contract in a manner satisfactory to the RDN.
- b) A proposal contains qualifying conditions or otherwise fails to conform to these Instructions to Proponents.
- c) A proposal is incomplete.
- d) 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 a legal action against the RDN, its elected or appointed officers and employees in relation to:
  - any other contract for works or services; or
  - any matter arising from the RDN's exercise of its powers, duties, or functions under the Local Government Act 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.

- .3 The RDN may reject all proposals if for any reason the RDN considers to be in its best interest to do so, including without limitation for any of the following reasons;
  - a) proposals that the RDN considers otherwise acceptable is higher than the funds budgeted or otherwise available for the project;
  - b) the RDN decides not to proceed with the project or to defer the project;
- .4 In no event will the RDN be responsible for a Proponent's costs of preparing or submitting a proposal.

**Article 9. Award**

Awards shall be made on proposals that will give the greatest value based on the evaluation criteria and not on the lowest price. The lowest or, any proposal may not necessarily be accepted.

**Article 10. Form of Agreement**

The draft form of agreement is included for review. A Contract is formed only when the RDN and the successful Proponent have fully executed a written Contract and when the RDN issues a purchase order to the successful Proponent.

Proponents need to identify in their response 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.



## TECHNICAL SPECIFICATIONS

### SCOPE OF SERVICE – Web Mapping Solution

#### ***Technology***

The following key components make up the current technical architecture at RDN:

<b>Component</b>	<b>Technology</b>
GIS	Esri ArcGIS 10.5.1.x
GIS Data	Versioned Esri geodatabase running on SQL Server 2016
Financials	Vadim 3.8.1.0/2.5.18.0, SQL 2012 *
Permitting	CityView 2017.4, SQL 2012 *
Records/Document Management	MS SharePoint 2016, SQL 2016
Server OS	MS Windows Server 2012R2/2016
Web Server	MS Windows IIS – 2012/2016
Desktop Browser	MS IE 11(latest), Google Chrome (latest), MS Edge (latest)
Mobile (smartphone / tablet)	iPhones 5-10, Galaxy S7-S9 iPad / iPad air 2 / iPad Pro, Galaxy Tablets (Various models) Devices are typically running latest OS version updates

\*Note: All SQL Server 2012 installations will be upgraded to SQL Server 2016 in 2018.

## Detailed Requirements

The following detailed requirements have been identified for applications developed based on the new Web mapping platform:

## *Functional Requirements*

### Searching

ID	Requirement
SE01	Ability to locate features based on Civic Address.
SE02	Ability to locate features based on Owner Name.
SE03	Ability to locate features based on BCA Folio Number.
SE04	Ability to locate features based on PID.
SE05	Ability to locate features based on Plan Number.
SE06	Ability to locate features based on Lot Number.
SE07	Ability to locate features based on Legal Description.
SE08	Ability to locate features based on Street / Road Name.
SE09	Ability to locate features based on Watercourse / Stream Name.
SE10	Ability to locate features based on Permit Number.
SE11	Ability to locate features based on Monitoring Type.
SE12	Ability to locate features based on Company Name / Company Number.
SE13	Ability to locate features based on Park Name.
SE14	Ability to locate features based on Zoning.
SE15	Ability to locate features based on Asset ID.
SE16	Ability to locate features based on Coordinates (UTM or lat/long).
SE17	Search functions should be “smart search” functions where the values shown to the user are progressively constrained to only display matches with known data values.

## Analysis

ID	Requirement
AN01	Ability to calculate percentage of land cover types by watershed area.
AN02	Ability to calculate permeability of an area by land surface.
AN03	Ability to find all features on layer X within Y metres of selected features on layer Z.
AN04	Ability to identify properties with historical bylaw infractions.
AN05	Ability to measure length of a user specified, multi-segment line.
AN06	Ability to measure area of a user specified polygon.
AN07	Ability to measure perimeter of a user specified polygon.
AN08	Ability to measure distances to features based on shortest distance "as the crow flies".
AN09	Ability to measure distances to features based on road network (e.g. nearest hydrant or fire hall).
AN10	Ability to perform network traces (e.g. which properties are affected by a break or outage along the network?).
AN11	Ability to identify new homes (e.g. homes constructed since a user-specified date).
AN12	Ability to identify properties with dog licenses.
AN13	Ability to identify properties with active development permits / building permits / bylaw files.
AN14	Ability to identify properties with other permitted uses (e.g. approved cannabis production facilities).
AN15	Ability to calculate total number / length / value of assets in a service area.
AN16	Ability to calculate volumes where elevation data are available.

## Mapping and Reporting

ID	Requirement
MR01	Ability to create “self-serve” ad hoc maps with configurable options (e.g. North arrow, scale bar, legend).
MR02	Ability to create mark-ups / red lining notations on the map, including: <ul style="list-style-type: none"> <li>- Free hand features (lines, circles, areas)</li> <li>- Text / annotation</li> <li>- Rectangle features based on user-specified height and width (e.g. 120m x 40m).</li> <li>- Circle features based on user-specified centre point and radius</li> </ul>
MR03	Ability to export maps to PDF format.
MR04	Ability to export maps to geo-enabled PDF format.
MR05	Ability to export maps to JPEG format.
MR06	Ability to produce a Property Summary Report with user-specified content, including: <ul style="list-style-type: none"> <li>- Servicing</li> <li>- Zoning</li> <li>- Owner info</li> <li>- ALR designation</li> <li>- Size/shape</li> <li>- Dates of servicing / building inspections</li> <li>- Current liens on property</li> <li>- Regulatory Bylaw(s) applicable to property</li> </ul>
MR07	Ability to generate a list of mailing addresses for notifications based on a set of user-selected properties.
MR08	Ability to support “Crystal Reports style” reporting functionality.
MR09	Ability to print from the Web Interface of what is displayed.





## Collaboration and Sharing

ID	Requirement
CS01	Ability to share red lining / mark-ups with other users.
CS02	Ability to share maps with other RDN business areas and external agencies (e.g. Provincial water authorities).
CS03	Ability to share locations of hostile/dangerous activities/properties with peer enforcement agencies.
CS04	Ability to “clip and ship” data based on a user defined AOI and export to Shape or KMZ formats.
CS05	Ability to incorporate CAD data provided by external 3 <sup>rd</sup> parties.
CS06	Ability to support Community Mapping Projects (i.e. a single, shared map with many contributors including the public (comments, identification of features of interest, etc.)).
CS07	Ability to support 311 style reporting by public of the location of incidents or requests for service.

## Mobile Data Management

ID	Requirement
MD01	Ability to perform red lining / create mark-ups in the field.
MD02	Ability to capture and edit monitoring sites in the field.
MD03	Ability to integrate photos taken in the field with GIS.
MD04	Ability to update asset data in field (e.g. special meter readings, hydrant pressure, asset condition).

## Other

ID	Requirement
OT01	Ability to link to Google Street View from within the map.
OT02	Ability to link from GIS features to PDFs/scans of as built drawings.
OT03	Ability to link from GIS features to PDFs/scans of survey drawings.
OT04	Ability to link from GIS features to CCTV videos.
OT05	Ability to highlight activity areas (e.g. watermain flushing) and publish to the public via the RDN Web site and/or social media).
OT06	Support for presentation of hyperlinks to other data sets.
OT07	Ability to save “named views” which would include such elements as visible layers, map extent, UI elements and symbology.

## ***Non-Functional Requirements***

### **Technical Requirements**

<b>ID</b>	<b>Requirement</b>
NF01	Must support an internal user base of approximately 200 users, which includes approximately 60 heavy users of the system.
NF02	Must support access by users via desktop and mobile devices such as laptops, tablet and smart phones via IOS and Android.
NF03	Must support MS IE, Edger, Safari and Chrome Web browsers.
NF04	Should be compatible with a cloud-based server architecture.
NF05	Must not require users to install a plug-in.
NF06	Must support accessing data from a versioned ArcGIS database running on SQL Server.
NF07	Must provide a robust and intuitive user interface for creating maps that is configurable without the need for custom coding or development.
NF08	Must be compatible with maps authored via MXDs.
NF09	Must allow for custom views (e.g. control of which layers / fields are displayed of data, which are tailored to a particular user group).
NF10	Must allow for configuration of presentation, including, but not limited to the following: <ul style="list-style-type: none"> <li>- Layer names</li> <li>- Field names</li> <li>- Order of attribute display</li> <li>- Selection colour</li> </ul>
NF11	Should support the display of a courtesy message to users during planned outages.
NF12	Should have the ability to notify RDN staff in the event of unplanned outages.
NF13	Should support usage tracking and analytics (e.g. number of users / page hits, number of times layers are accessed).



## Training

The following training requirements were identified during the interview sessions with RDN staff:

Business Area	Training Type	
	User	Technical / Administration
GIS		4
Building / Bylaw	14	
Current Planning	9	
Finance	10	
Long Range Planning	5	
Parks	12	
Transit	2	
Utilities	11	
Utilities2	16	
WaterSmart	4	
<b>Total</b>	<b>83</b>	<b>4</b>

ID	Requirement
TR01	The new Web mapping platform vendor must provide suitable technical / administrator training (or an alternative training strategy) for approximately 4 RDN staff.
TR02	The new Web mapping platform vendor must provide suitable local user training (or an alternative training strategy) for approximately 81 RDN staff.



## Platform / Vendor Requirements

ID	Requirement
PV01	The new Web mapping platform should possess a significant share of the BC local gov't market.
PV02	The new Web mapping platform vendor must demonstrate a track record of providing strong technical support to clients.
PV03	The new Web mapping platform must demonstrate a track record of keeping up with new releases of ArcGIS.
PV04	The new Web mapping platform must be cost-effective / competitively priced, both in terms of initial implementation and ongoing support and maintenance.



## **RESPONSE FORMAT**

1. Include a Cover Letter summarizing and highlighting the key features of the proposal indicating why the RDN should award this proposal to your firm. The letter should be signed by an authorized signatory of the company.
2. Experience and Qualifications of the Firm and nominated personnel for this project.
3. Software solution details.
4. Approach and methodology.
5. Implementation plan.
6. Cost of solution
7. Support and Maintenance
8. Product Demonstration
9. References

## **EVALUATION CRITERIA**

The following information is to be included in your proposal submission and will be used as the basis for evaluation. Failure to provide the following information may result in your proposal submission not being scored favourably. **Proponents are asked to structure proposals in sequential order as listed in the Response Format.**

*No assumptions should be made that information regarding the Proponent or its participants, their experience, expertise and performance on other projects is known, other than the documentation and responses submitted by the Proponent.*

### **Experience and Qualifications of the Firm**

Provide a description of your company, including the following:

- Overview of the company, with an ownership profile and brief history of the Proponent including areas of expertise.
- The business carried out by the office and the company in terms of similar clients, and other similar work undertaken.
- Overall number of current customers.
- Number of Canadian Municipal / Regional Government Customers.
- Number of BC Municipal / Regional Government Customers.
- A list of key staff who will be assigned to this project and their roles and responsibilities. Provide organizational chart.
- A list of similar projects that the assigned key staff have completed.
- Years of experience of the assigned staff in providing the identified services to similar clients.
- Who is the nominated project manager in charge of successful project delivery? Provide resume or curriculum vitae detailing their qualifications and experience.



## Software Solution

Please specify if your solution is an on premise solution or Cloud based hosted solution.

**IMPORTANT:** If the proposed solution is Cloud Based – The System and data stored on-line must reside only in Canada due to Freedom of Information and Privacy Protection legislation in British Columbia.

- If cloud based, advise location of the system and stored data.
- If cloud based, describe the data security and backup processes in place.
- Does your company have a disaster recovery plan in place? If so, please provide high level details.
- Describe all of the features, advantages and benefits of your solution.
- Demonstrate how your solution satisfies the RDN's requirements.
- How user friendly is your system and demonstrate why?
- How easy is your system to implement and demonstrate why?
- Describe the environment that your solution is based upon (SQL, Oracle etc.) and current version.
- How flexible and configurable is the solution?
- How innovative is your solution compared to others in the market?
- What web browsers does the solution work with?
- What are the basic features included in your solution? What features are optional?
- How customizable is the solution?
- Describe User authentication / Security methods (LDAP, Active Directory).
- Describe details of privileged use access control features
- Provide information on expected system availability / uptime for your product(s).

## Approach and Methodology

- Describe in detail your Company's approach and methodology to this project to ensure success.
- In priority sequence, provide a detail step by step of what needs to get accomplished prior to executing the implementation plan.
- Describe how your company intends to provide training to RDN staff to become fully operational using your product(s).
- What does the RDN need to do to prepare for implementation?
- What RDN resources will be required?
- How does your firm manage project delivery?
- Describe your quality control processes.

## Implementation Plan

- The Proponents should provide an implementation plan with dates that establishes the main sections of the implementation and identify specifically the RDN Staff requirements and involvement in the implementation process.

## Cost of Solution

Provide costs for the following (if applicable):



**REGIONAL  
DISTRICT  
OF NANAIMO**

Describe your firms pricing model and detail what is included and what is optional.

- Initial software licensing costs.
- Any one-time start-up and / or implementation costs.
- Training costs.
- Professional Services costs.
- Hosting fees yearly (if applicable).
- Ongoing annual subscription or maintenance costs.
- Provide a summary of costs over a five-year timeframe with costs itemized for each of the five years. This is so we can determine the 5-year cost to operate your solution.
- Provide costs for optional items (or add-ons) as a separate section.

**Support & Maintenance**

- Where is support located?
- What are the operational hours as per Pacific Standard Time where the RDN is located?
- Describe how your support system works. Phone? Email? Online work order entry?
- What are typical response times to be expected from logging a request?

After an initial review of the Proposals, the RDN intends to create a shortlist of up to three (3) – five (5) Proponents. The RDN reserves the right to increase this number at its sole discretion depending on the initial scoring of the RFPs. Shortlisted firms will be required to provide a demonstration of their product.

**References**

- Provide contact names and telephone numbers of the last four clients that you have provided similar systems to and that are of a similar size and/or complexity to the RDN (preferably, Local Government organizations in British Columbia).
- All references provided by Proponent will be contacted by the RDN to confirm the information provided in the proposal and the nature and quality of the services provided and form part of the evaluation.

**Product Demonstration**

- Short-listed Proponents will be required to provide a demonstration of their product to RDN staff representatives at a mutually agreed upon date and time.

**Evaluation Criteria Scoring**

Criteria	Scoring Points
Experience and Qualifications of the Firm	10
Software Solution Details	20
Approach and Methodology	5
Implementation Plan	5



Cost of solution	40
Support and Maintenance	5
References	5
Subtotal	90
SHORTLISTED FIRMS ONLY:	
Product Demonstration	10
Total Score possible	100





## **GENERAL TERMS AND CONDITIONS**

### **1. Competency and Qualifications**

The successful contractor must have the necessary competence, experience, qualified personnel and equipment to carry out all aspects of the work of the resulting Contract.

### **2. Collusion**

The bidder shall not engage in collusion of any sort and shall ensure that no person or other legal entity, other than the bidder has an interest in the bidder's submission and prepare the submission without any knowledge of, comparison of figures with, or arrangement with any other person or firm preparing a Submission for the same work.

### **3. No Claim for Compensation**

Except as expressly and specifically permitted in the Instructions, no Contractor shall have any claim for any compensation of any kind whatsoever, as a result of participating in the proposal, and by submitting a proposal each Proponent shall be deemed to have agreed that it has no claim.

### **4. Solicitation of Board Members**

"If a member of the Board or a person who was a member of the Board in the previous six months has a direct or indirect interest in the contract, then the Proponent shall report this to the RDN in accordance with Section 107 of the *Community Charter* upon being notified of the award of the contract.

The Proponent warrants and represents that it has not received any information or a record from any Board member or former Board member contrary to Section 108 of the *Community Charter*." The successful Proponent will be required to direct all communications related to their contract through the staff members responsible for the project.

### **5. Freedom of Information and Protection of Privacy Act**

All documents submitted to the RDN become the property of the RDN and will be held in confidence by the RDN, subject to the provisions of the Province of British Columbia's *Freedom of Information and Protection of Privacy Act*. The successful proponent and awarded contract value is routinely released information.



**AGREEMENT FOR SERVICES**

**THIS AGREEMENT** dated for reference this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BETWEEN:

**REGIONAL DISTRICT OF NANAIMO**

6300 Hammond Bay Road  
Nanaimo, BC V9T 6N2

(the "**Regional District**")

OF THE FIRST PART

AND:

**[NAME OF CONTRACTOR]**

[address]  
[address]

(the "**Contractor**")

OF THE SECOND PART

**WHEREAS:**

- A. The RDN called for proposals for the provision of services for [NAME OF PROJECT] (the "**Project**"), and the Contractor in reply submitted a proposal dated [DATE]. A copy of the call for proposals is attached as Schedule "C" to this Agreement, and a copy of the Contractor's proposal is attached as Schedules "D" to this Agreement.
- B. The RDN has agreed to engage the Contractor and the Contractor has agreed to provide the services described in Schedule "A" to this Agreement (the "**Services**") to the Regional District in respect of the Project on the terms and conditions set out in this Agreement.

**NOW THEREFORE** the Regional District and the Contractor, in consideration of their mutual duties and responsibilities and in consideration of the payment to be made by the Regional District to the Contractor agree as follows:



## 1.0 DEFINITIONS

1.1 In this Agreement:

- (a) "**Services**" means the services to be provided by the Contractor, as described in Schedule "A" to this Agreement.

## 2.0 TERM

2.1 The term of this Agreement is for the period commencing \* and terminating on \* (the "**Term**"), subject to earlier termination as provided in section 7 of this Agreement.

## 3.0 CONTRACTOR'S DUTIES AND RESPONSIBILITIES

3.1 The Contractor must:

- (a) provide the Regional District with the Services throughout the Term, in accordance with the specifications and requirements set out in Schedule "A" to this Agreement, and to the satisfaction of the Regional District;
- (b) supply all labour, equipment and material, and do all things necessary for the provision of the Services;
- (c) perform the Services for the Regional District with that degree of care, skill and diligence normally utilized by contractors having similar qualifications and performing duties similar to the Services;
- (d) charge only the fees which the Contractor is entitled to under this Agreement for the provision of the Services;
- (e) provide and maintain at the Contractor's expense any insurance that the Contractor is required to provide by law, or that is reasonably necessary to insure against any risks you may assume as a result of entering into this Agreement. Without limiting the foregoing, the Contractor must provide and maintain at the Contractor's expense any insurance specifically required in Schedule "B" to this Agreement. The Contractor must provide satisfactory proof of insurance coverage to the Regional District upon request;
- (f) be registered as an employer with WorkSafe BC, and maintain workers compensation coverage with WorkSafe BC for the Contractor and its employees;
- (g) provide satisfactory proof of the Contractor's WorkSafe BC coverage to



the RDN upon request;

- (h) not subcontract any of its obligations under this Agreement without the Regional District's prior written consent;
- (i) not commit or purport to commit the Regional District to the payment of any money to any person, firm or corporation, without the Regional District's prior written consent;
- (j) keep proper and accurate books of account and records of any and all monies received and disbursed in the provision of the Services and make the books of account and records available for inspection and audit by the Regional District or its authorized representatives upon request;
- (k) comply with all laws applicable to the provision of the Services including all applicable health and safety standards, rules, regulations, requirements and codes of practice prescribed under any federal, provincial or local government statute, regulation, bylaw or permit relating in any respect to the Contractor's provision of the Services; and
- (l) during the Term, not perform a service for or provide advice to any person, firm or corporation which gives rise to a conflict of interest with the duties and obligations of the Contractor to the Regional District under this Agreement.

#### **4.0 CONTRACTOR REPRESENTATIONS AND WARRANTIES**

4.1 The Contractor represents and warrants to the Regional District that:

- (a) if the Contractor is a corporation, it is duly organized, validly existing and legally entitled to carry on business in British Columbia and is in good standing with respect to filings of annual reports according to the records of the Registrar of Companies of British Columbia; and
- (b) the Contractor has sufficient trained staff, facilities, materials, and appropriate equipment in place and available to enable it to fully perform the Services.

#### **5.0 FEES AND EXPENSES**

5.1 In consideration for the provision of the Services, the Regional District shall pay to the Contractor the fee for all Services rendered under this Agreement according to the amounts and times of payment set out in Schedule "A" to this



Agreement, plus any Goods and Services Tax applicable.

5.2 The Regional District shall pay the disbursements listed in Schedule "A" if incurred by the Contractor in providing the Services, provided the total disbursements payable shall not exceed the estimate set out in Schedule "A".

5.3 Unless stated otherwise in this Agreement, all sums of money are in Canadian dollars.

## **6.0 INDEMNIFICATION**

6.1 The Contractor 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 Contractor, or its officers, employees, agents or contractors, in the performance of the Services, or from the Contractor's breach of this Agreement.

## **7.0 TERMINATION**

7.1 If the Contractor is in default in the performance of any of its obligations under this Agreement, or if the Contractor becomes insolvent or is assigned into bankruptcy, then the Regional District may terminate this Agreement by written notice to the Contractor.

7.2 The Regional District may terminate this Agreement, without cause, at any time by giving not less than forty-five (45) days written notice to the Contractor.

7.3 In the event that this Agreement is terminated, the Contractor shall be paid by the Regional District for Services performed to the date of termination and remaining unpaid, less any amounts necessary to compensate the Regional District for damages or costs incurred by the Regional District or any person employed by or on behalf of the Regional District arising from the Contractor's default.

## **8.0 CONFIDENTIALITY**

8.1 The Contractor shall not disclose any information, data or confidential information of the Regional District to any person, other than representatives of the Regional District duly designated for that purpose in writing by the Regional District, and shall not use for its own purposes or for any purpose other than for the purpose of providing the Services any such information, data or confidential information it may acquire as a result of its engagement under this Agreement.





without limiting the generality of the foregoing, nothing in this Agreement shall be construed so as to render the relationship between the Contractor and the Regional District to be that of employee and employer.

- 13.2 The Contractor is not, and must not claim to be the Regional District's agent for any purpose unless the Regional District gives the Contractor authorization in writing to act as the Regional District's agent for specific purposes that are reasonably necessary to the Contractor's rendering of the Services pursuant to this Agreement.

#### **14.0 NO ASSIGNMENT**

- 14.1 The Contractor shall not assign its interest in this Agreement or any right, benefit or obligation conferred or imposed hereunder, in whole or in part, whether by operation of law or otherwise, except with the prior written consent of the RDN, which may be withheld for any reason.

#### **15.0 WAIVER**

- 15.1 The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

#### **16.0 ENTIRE AGREEMENT**

- 16.1 This Agreement constitutes the entire agreement between the parties with respect to the matters herein and may not be modified except by subsequent agreement in writing.

#### **17.0 LAW APPLICABLE**

- 17.1 This Agreement is to be construed in accordance with and governed by the laws applicable in the Regional District of Nanaimo of British Columbia.

#### **18.0 AMENDMENT**

- 18.1 This Agreement may not be modified or amended except by the written agreement of the parties.

#### **19.0 CONFLICT**

- 19.1 In the event of a conflict between a provision in this Agreement and a provision in a schedule attached to this Agreement, the provision in this Agreement shall



prevail.

## **20.0 HEADINGS**

20.1 The captions or headings appearing in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of it.

## **21.0 INTERPRETATION**

21.1 Whenever the singular or masculine is used in this Agreement, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so require.

## **22.0 ENUREMENT**

22.1 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns. Neither party may assign, subcontract or transfer an interest in the Agreement without the prior written consent of the other.

## **23.0 DISPUTE RESOLUTION**

23.1 All matters in dispute under this Agreement which are not first resolved between the parties acting reasonably may, with the concurrence of both the Regional District and the Contractor be submitted to mediation.

23.2 In the event of a dispute, the parties agree to resolve the dispute by:

Frank and open negotiations whereby both parties use their best efforts to resolve the dispute by mutual agreement including the most Senior Management of both parties.

23.3 If, after 30 business days, the dispute is not resolved, both parties agree to appoint a mediator to resolve the dispute and the Mediator's decision will be final. The mediation shall take place in Nanaimo, British Columbia, unless agreed otherwise. Parties will be responsible for their own costs.

## **24.0 COUNTERPART**

24.1 This Agreement may be executed in counterpart 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.





## 25.0 DOCUMENTATION, PATENT AND COPYRIGHT

- 25.1 **Title.** The title, property rights, moral rights and ownership in and to all present and future materials and information produced or prepared by the Service Provider 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 RDN without any payment by the RDN therefor.
- 25.2 **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 RDN without any payment by the RDN therefor.
- 25.3 **Further Assurances.** The Service Provider shall upon request by the RDN, do all such things and execute and deliver to the RDN all such documents and instruments as the RDN shall reasonably require in order to vest title, property rights and ownership in the RDN and the Service Provider shall execute and deliver all such assignments, documents and instruments as may, in the RDN's opinion, be necessary or desirable for the application or the issuance of any patents, designs or the registration of any copyright.

## 26.0 DELAY IN PERFORMANCE

- 26.1 Neither the RDN nor the Service Provider shall be deemed to be in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to abnormal weather conditions, flood, earthquake, fire, epidemic, war, riot and other civil disturbance, strike, lockout, work slowdown and other labour disturbances, sabotage, judicial restraint and inability to procure permits, licenses or authorizations from any local, provincial or federal agency for any of the supplies, materials, accesses or services required to be provided by either the RDN or the Service Provider under this Agreement. If any such circumstances occur, the non-performing party shall, as soon as possible after being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.



## **27.0 SEVERABILITY**

27.1 The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

## **28.0 PAYMENT**

28.1 The Service Provider shall submit invoices to the RDN for Services performed monthly (the "billing period") during which the Services are performed under this Agreement; such invoices to be submitted as soon as practicable after each billing period.

28.2 The invoice submitted for each billing period shall be clearly itemized to show the amount of work performed, the billing rates, the reimbursable expenses and the costs incurred to employ any Subcontractors. The Service Provider shall also provide to the RDN upon written request such receipts, bills, invoices or other evidence in support of each invoice for a billing period as the RDN shall request.

28.3 Except for the amounts which the RDN in good faith is disputing and except for any set off which the RDN may claim and except for invoices (or portions of invoices) in respect of which the RDN has requested and not received supporting evidence, the RDN shall pay invoices submitted to it for the Services within 30 days' receipt thereof.

28.4 The Service Provider shall keep and shall cause any Subcontractors to keep books, records, documents and other evidence relevant to the provision of the Services in accordance with generally accepted accounting principles and practices consistently applied. The RDN or any of its duly authorized representatives shall for the purpose of audit and examination have access to and be permitted to inspect such books, records, documents and any other evidence for inspection, copying and audit for a period of three years after the termination, for any reason, of this Agreement.



## **29.0 SUBCONTRACTORS**

29.1 The Service Provider may retain Sub contractors to assist in the performance of the Services provided that the terms of this Agreement shall apply to the Sub contractors and provided that the Service Provider shall be wholly responsible for the professional standards, performance and all actions of the Sub contractors. The Service Provider shall only employ Sub contractors having the appropriate standards, qualifications and experience in their respective areas of expertise.

## **30.0 WORK AND SERVICES OMITTED**

30.1 Upon receipt of written direction from the RDN, the Service Provider shall omit Services to be performed under the Agreement. The Service Provider shall have no claim against the RDN for loss associated with any omitted Services.

## **31.0 THIRD PARTY RIGHTS**

31.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the RDN and the Service Provider.



**IN WITNESS HEREOF** the Regional District and the Contractor have executed this Agreement as of the day, month and year first above written.

**REGIONAL DISTRICT OF NANAIMO**, by its  
authorized signatory: )  
)  
)  
)  
)  
\_\_\_\_\_  
Signature: )  
)  
)  
)  
\_\_\_\_\_  
Printed Name: )

**[NAME OF CONTRACTOR (corporation)]**, by  
its authorized signatory: )  
)  
)  
)  
)  
\_\_\_\_\_  
Signature: )  
)  
)  
)  
\_\_\_\_\_  
Printed Name: )



## **SCHEDULE "A"**

### **A.1 SERVICES**

- [List all services to be provided by the Contractor, and include all necessary details as to where, when and how the services are to be performed]

### **A.2 FEES**

- [Insert details of fees and payment schedule]

### **A.3 REIMBURSABLE EXPENSES**

- [List all reimbursable expenses, if any.]



## SCHEDULE "B"

### INSURANCE

The Contractor shall, at its own expense, provide and maintain throughout the Term the following minimum insurance in a form acceptable to the Regional District, with an insurer licensed in British Columbia:

- a. **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 RDN is to be added as an additional insured under this policy. Such insurance shall include, but not be limited to:

- .01 Products or Completed Operations Liability;
- .02 RDN's and Contractor's Protective Liability;
- .03 Blanket Written Contractual Liability;
- .04 Contingent employer's Liability;
- .05 Personal Injury Liability;
- .06 Non-Owned Automobile Liability;
- .07 Cross Liability;
- .08 Employees as additional Insureds;
- .09 Broad Form Property Damage;
- .10 Broad Form Completed Operations;
- and where such further risk exists:**
- .11 Shoring Blasting, Excavating, Underpinning, Demolition, Piledriving and Caisson Work, Work Below Ground Surface, Tunneling and Grading, as applicable;
- .12 Elevator and Hoist Liability; and
- .13 Operation of Attached Machinery.

- b. **Automobile Liability** on all owned or leased vehicles in an amount not less than Two Million Dollars (\$2,000,000.00)
- c. **Aircraft and/or Watercraft Liability**, where applicable, for all owned or non-owned craft operating or used in the performance of the Work by the Contractor, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence and including aircraft passenger hazard liability, where applicable.
- d. **Professional Liability Insurance** \$250,000 per occurrence, \$1,000,000.00 aggregate.
- e. **Property** insurance which shall cover all property, of every description, to be used in the construction of the Work, against "All Risks" of physical loss or damage, while such property is being transported to the site, and thereafter throughout erection, installation and testing and such insurance shall be maintained until Substantial Performance of the Work. Such policy of insurance shall extend to protect the interest of the RDN, and shall contain a waiver of subrogation against the RDN.



2. All the foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the RDN.
3. The Contractor shall provide the RDN with evidence of all required insurance prior to the commencement of the Work or services. Such evidence shall be in a form acceptable to the RDN. When requested by the RDN, the Contractor shall provide certified copies of required insurance policies.
4. All required insurance shall be endorsed to provide the RDN with thirty days (30) advance written notice of cancellation or material change.
5. The Contractor hereby waives all rights of recourse against the RDN with regard to damage to the Contractor's property.
6. The Contractor shall require and ensure that each subcontractor maintain liability insurance comparable to that required above.
7. Unless specified otherwise, the duration of each insurance policy shall be from the date of commencement of the Work until the date of the final certificate for payment.

Any deductible amounts in the foregoing insurance which are payable by the policyholder shall be in an amount acceptable to the Regional District.



**SCHEDULE "C"**  
**CALL FOR PROPOSALS**

SAMPLE





**SCHEDULE "D"**

**PROPONENT'S PROPOSAL**

SAMPLE



## Schedule "E"

### Privacy Protection Schedule

#### Definitions

1. In this Schedule,
  - (a) **"access"** means disclosure by the provision of access;
  - (b) **"Act"** means the *Freedom of Information and Protection of Privacy Act*;
  - (c) **"contact information"** means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
  - (d) **"personal information"** means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Regional District of Nanaimo and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act; and

#### Purpose

2. The purpose of this Schedule is to:
  - (a) enable the Regional District of Nanaimo to comply with the Regional District of Nanaimo's statutory obligations under the Act with respect to personal information; and
  - (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

#### Collection of personal information

3. Unless the Agreement otherwise specifies or the Regional District of Nanaimo otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Regional District of Nanaimo otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.



5. Unless the Agreement otherwise specifies or the Regional District of Nanaimo otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
  - (a) the purpose for collecting it;
  - (b) the legal authority for collecting it; and
  - (c) the title, business address and business telephone number of the person designated by the Regional District of Nanaimo to answer questions about the Contractor's collection of personal information.

#### **Accuracy of personal information**

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Regional District of Nanaimo to make a decision that directly affects the individual the information is about.

#### **Requests for access to personal information**

7. If the Contractor receives a request for access to personal information from a person other than the Regional District of Nanaimo, the Contractor must promptly advise the person to make the request to the Regional District of Nanaimo unless the Agreement expressly requires the Contractor to provide such access and, if the Regional District of Nanaimo has advised the Contractor of the name or title and contact information of an official of the Regional District of Nanaimo to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

#### **Correction of personal information**

8. Within 5 Business Days of receiving a written direction from the Regional District of Nanaimo to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
9. Within 5 Business Days of correcting or annotating any personal information, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Regional District of Nanaimo, the Contractor disclosed the information being corrected or annotated.
10. If the Contractor receives a request for correction of personal information from a person other than the Regional District of Nanaimo, the Contractor must promptly



advise the person to make the request to the Regional District of Nanaimo and, if the Regional District of Nanaimo has advised the Contractor of the name or title and contact information of an official of the Regional District of Nanaimo to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

### **Protection of personal information**

11. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

### **Storage and access to personal information**

12. Unless the Regional District of Nanaimo otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

### **Retention of personal information**

13. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Regional District of Nanaimo in writing to dispose of it or deliver it as specified in the direction.

### **Use of personal information**

14. Unless the Regional District of Nanaimo otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

### **Disclosure of personal information**

15. Unless the Regional District of Nanaimo otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Regional District of Nanaimo if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
16. Unless the Agreement otherwise specifies or the Regional District of Nanaimo otherwise directs in writing, the Contractor must not disclose personal information outside Canada.



### **Notice of foreign demands for disclosure**

17. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:
- (a) receives a foreign demand for disclosure;
  - (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
  - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

the Contractor must immediately notify the Regional District of Nanaimo and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases “foreign demand for disclosure” and “unauthorized disclosure of personal information” will bear the same meanings as in section 30.2 of the Act.

### **Notice of unauthorized disclosure**

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Contractor, the Contractor must immediately notify the Regional District of Nanaimo. In this section, the phrase “unauthorized disclosure of personal information” will bear the same meaning as in section 30.5 of the Act.

### **Inspection of personal information**

19. In addition to any other rights of inspection the Regional District of Nanaimo may have under the Agreement or under statute, the Regional District of Nanaimo may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor’s premises to inspect any personal information in the possession of the Contractor or any of the Contractor’s information management policies or practices relevant to the Contractor’s management of personal information or the Contractor’s compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

### **Compliance with the Act and directions**

20. The Contractor must in relation to personal information comply with:



- (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
- (b) any direction given by the Regional District of Nanaimo under this Schedule.

21. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

### **Notice of non-compliance**

22. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Regional District of Nanaimo of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

### **Termination of Agreement**

23. In addition to any other rights of termination which the Regional District of Nanaimo may have under the Agreement or otherwise at law, the Regional District of Nanaimo may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

### **Interpretation**

24. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.

25. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.

26. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

27. If a provision of the Agreement (including any direction given by the Regional District of Nanaimo under this Schedule) conflicts with a requirement of the Act or



an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.

28. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 32, the law of any jurisdiction outside Canada.
29. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.