



## **REQUEST FOR PROPOSALS**

### **Website Services**

**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 September 14, 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 September 6, 2018.

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

There will be no Proponent Information Meeting held



## Preamble

The Regional District of Nanaimo website, [www.rdn.bc.ca](http://www.rdn.bc.ca), is the District's online hub for digital information and applications. Users rely on this information to be easily and quickly located through on-site menus and search engines.

The Regional District of Nanaimo is requesting proposals from experienced and qualified firms to assist it with hosting and managing its website content.

The current website's content is developed on entirely proprietary software running on an open source development framework. A key component of this project is to migrate the existing proprietary software content to open source software more commonly found in the industry. The content may also need to be migrated to a new Web Content Management System.

Other ongoing services required will be hosting, design, development of web software, user support and domain maintenance.

## 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, September 14, 2018. Select one (1) of the Submission Methods below:

1. By Email: With "**Website Services**" 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: "**Website Services**" 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.

**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 sample form of agreement is included for review. It is the responsibility of the Proponent to identify any clauses it takes exception with in its proposal to form the basis of final negotiations. 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 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

### 1. CURRENT SITUATION

The Regional District of Nanaimo (RDN) has had an exclusive arrangement with its current provider for some 20 years for provision of all aspects of their web presence. This has included the provision of the website delivery platform and associated Internet connectivity, management of the website software, website design, custom software development, and support for the various users within the RDN who wish to modify or add content to the website. In addition to the primary website, at [www.rdn.bc.ca](http://www.rdn.bc.ca), there are two other minor sites, at URL's <http://englishmanriverwaterservice.ca> and <http://rdnwaterbudget.ca> that are part of the project scope. The current vendor also manages on behalf of the RDN 76 domain names, most of which are linked back to various pages on the main website. A full list is included as Appendix A.

The Regional District of Nanaimo's current website is based on Microsoft Windows Server running Microsoft IIS. Microsoft ASP.NET framework is the basis for the development of Web Pages. There is no Plug-ins or modules from outside sources. The current website is developed on entirely proprietary software running on an open source development framework. The underlying operating system is Microsoft's Windows Server, running Microsoft's Internet Information Services (IIS). Microsoft's ASP.NET (Active Server Pages running on Microsoft's .NET framework) framework is the basis for the development of the web pages. The website software, or code, developed and provided to run on it for the RDN website is proprietary to the current provider.

The existing website:

- i. Database size: 30 MB
- ii. Size of the associate content – attached documents and photos: 25 GB (approx. 95% PDF's, 5% photos)
- iii. 3,000 to 4,000 pages
- iv. Approximately 200 pages contain specialized modules or custom code
- v. 25 custom templates and 15 custom modules

There is incorporated a Web Content Management System (WCMS) capability with its web software. This system provides a relatively easy to use interface for adding and managing text, pictures and attached documents on the website. It also has the capability to support role based workflows to separate content creation from approval and subsequent activation on the website. While this system is relatively easy to use, few staff are familiar with it and only 2 or 3 of the 50 or so RDN staff who contribute to the website actually use it.

The current web hosting and software licencing price structure is based primarily on the utilization of the website. The RDN is charged a rate per MB (million bytes) of data transferred in and out of the web server. Website traffic has increased annually from 2011 to 2016. Volume levelled off in 2017 but 2018 suggests a resumption of the upward trend.



Year	2010	2011	2012	2013	2014	2015	2016	2017
Traffic (MB)	612500	776260	1139335	1461040	2012453	2617561	3043468	2970967

## **2. PROJECT OBJECTIVES**

Moving forward, the RDN would like to partner with a firm for a three (3) year term with two (2) single year renewal options.

The RDN would like interested firms to perform a review of its current websites and submit a proposal making recommendations on how to make improvements to ensure the RDN is operating a cost effective and user friendly website. Costs should be broken out into onetime costs and ongoing costs.

The basic work scope is for the provision of services to:

- Perform website redevelopment and content migration.
- Website hosting.
- On-going development and support.
- Domain name administration
- Provide training to allow staff to perform simple content administration.

Specifically:

- a. Provide recommendations for hosting, providing security and data backup of the website and costs.
- b. Provide recommendations on which search tool to use that will provide the best combination of functionality and cost.
- c. Move all existing content from a proprietary software platform to an open source platform and any costs. The RDN is not contemplating any changes to individual web page content at this time.
- d. Make recommendations regarding which platform to use and any costs.
- e. Development / Expansion of the Website on “as and when required” basis. Provide a rate sheet advising how long rates are firm.
- f. Provide a Content Management System to be easily used by staff to manage content of the Website.
- g. Provide user training so content can be self-managed effectively. Outline how you plan to deliver training and any associated costs.



- h. Provide a timeline with major milestone dates and advise anticipated completion date to go-live.
- i. Assist with hosting and maintaining websites and domains owned by the Regional District.
- j. Make recommendations for future development of the RDN's website to take advantage of existing and emerging technologies.

### **3. TECHNICAL REQUIREMENTS**

- 3.1. Full compatibility with all common desktop web browsers, including: Firefox, Explorer, Edge, Chrome, and Safari.
- 3.2. Mobile compatibility for all common smartphones and tablets, including: Android, Apple, Blackberry.
- 3.3. Quick to load and navigate.
- 3.4. Accessibility – Must meet WCAG 2.0 Level AA
- 3.5. Website security design follows best practices to minimize potential for security breach and protect personal information. Follows hosting security best practices.
- 3.6. Web analytical information including but not limited to traffic and frequently searched information.



REGIONAL  
DISTRICT  
OF NANAIMO

## PROPOSAL SUBMISSION AND EVALUATION

### 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.
3. Content Management Software Solution
4. Approach and methodology.
5. Implementation plan.
6. Cost of solution
7. Support and Maintenance

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 or decrease 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 and provide a demonstration site.

### 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.*

### Evaluation Criteria Scoring

Criteria	Scoring Points
Experience and Qualifications of the Firm	10
Content Management System Details	20
Approach and Methodology	5
Implementation Plan	5
Cost of solution	40
Support and Maintenance	5
References	5
SUBTOTAL	90
<b>SHORTLISTED FIRMS ONLY:</b>	
Product Demonstration	10





Total Score possible	100

**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 full points. Other proposals will receive reduced points based on the proportion higher than the lowest price. i.e. Points = (Lowest Cost x This Cost) x 35 Points

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 will evaluate submissions and identify a highest evaluated proponent. 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.

**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 Customers.
- A list of key staff and subcontractors (if any) 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 has 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.



### **Content Management System Details**

- Describe all of the features, advantages and benefits of your Content Management software solution. Please include information of how user security to the Content Management is managed.
- Demonstrate how your solution satisfies the RDN's requirements.

### **Approach and Methodology**

- Provide an overview of the project to confirm understanding of the scope of work and clearly define and describe how the proposed approach would meet those requirements. At a minimum, the Proponent should identify the project constraints and challenges, the sequence and timing of milestones, the respective expertise involved, and their time allocation for each.
- Submit a schedule of key tasks and milestones with dates and sufficient detail for the Evaluation Team to assess the reasonable ability of the Proponent achieving the results in the time stated. Indicate when work would commence and approximately how long it would take to complete the assignment.
- Identify requirements and resources in order for the RDN to prepare for the implementation. What RDN resources will be required and when?
- Provide a deliverables list identifying what is going to be delivered at the point of go-live. This could include number of design templates, volume of content migration, plugins utilized, etc.
- Please advise on the website warranty your firm offers that covers the correction of software bugs within the website. The warranty would cover coding by your website developer, but not third-party plugins or extensions.

### **Implementation Plan**

- The Proponents should provide an implementation plan that establishes the main sections of the implementation and identify specifically the RDN Staff requirements and involvement in the implementation process.
- Describe how your company intends to provide training to RDN staff to become fully operational using your solution. Advise what written training documentation, online training tools, and/or interactive training sessions will be made available.
- Describe the quality assurance and control program that will be utilized outlining the key features of the program to ensure successful project delivery.
- Advise your plan for testing the site, resolving issues, and providing technical support.

### **Cost of Solution**

Provide a summary of total costs over a five-year timeframe with costs itemized for each of the five years in order to determine the 5-year cost to operate your solution. Identify and separate onetime costs from ongoing costs.

Describe your firms pricing model and detail what is included and what is optional. Costs could include, but are not limited to items like:

- Initial software licensing costs.
- Any one-time start-up and / or implementation costs.
- Professional Services costs.



- A detailed description of Hosting Fees (monthly, yearly or other).
- Ongoing annual subscription or maintenance costs including software updates, security, monitoring, backups and reporting.
- Advise payment schedule. Make sure this is clearly defined within the proposal. The RDN does not pay any money upfront and prefers a schedule tied to milestones.
- Provide details on any other expenses and disbursements anticipated with successfully implementing the solution.
- Plugin licence fees.
- Annual or monthly fees for security and data backup if applicable.
- Domain name transfer and annual management costs (~ 76 Domains).
- User Training for key staff in managing and editing content.
- Annual or monthly rate for yearly maintenance (CMS updates).
- Pricing for adhoc work performed on an “as and when requested” basis.
- Pricing for Post-Live Support.
- Any other costs required to deliver the project in a turnkey matter.

### **Support & Maintenance**

- As Needed Post-Live Support – please advise how your firm manages its support for its clients.
- 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 (weekdays, weekends, during and after normal business hours).
- Does your company have a disaster recovery plan in place? If so, please provide high level details.

### **References**

- Provide contact names and telephone numbers of the last three (3) 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).
- 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.
- Additionally, for at least a week, provide a demonstration site for the content provider’s user interface so power users can familiarize themselves with the interfaces.



## **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.

## Appendix A – Domain Names

707cp.ca  
707cp.com  
actionforwater.ca  
actionforwater.com  
arrowsmithwaterservice.com  
beyondcomposting.ca  
coatsmarshpark.ca  
coatsmarshpark.com  
decourceywater.ca  
decourceywater.com  
dwwp.ca  
englishmanriverwaterservice.ca  
englishmanriverwaterservice.com  
frenchcreekwater.ca  
frenchcreekwater.com  
growingourfuture.ca  
mallardsewer.ca  
mallardsewer.com  
melrosewater.ca  
melrosewater.com  
mountarrowsmithpark.ca  
mountarrowsmithpark.com  
mountbensonpark.ca  
mountbensonpark.com  
nanaimobiosolids.ca  
nanaimobiosolids.com  
nanoosewater.ca  
nanoosewater.com  
nanoosewatermonitoring.ca  
nanoosewatermonitoring.com  
parkerroadwater.ca  
parkerroadwater.com  
rdnerws.ca  
rdnerws.com  
rdnfoodwaste.ca  
rdnfoodwaste.com  
rdngetinvolved.ca  
rdngetinvolved.com  
rdnhousing.ca  
rdnhousing.com  
rdnlwmp.ca  
rdnlwmp.com  
rdnrebates.ca  
rdnsecondarysuites.ca  
rdnsecondarysuites.com  
rdnsurvey.ca  
rdnsurvey.com  
rdnwastewater.ca  
rdnwastewater.com  
rdnwaterbudget.ca  
rdnwaterbudget.com  
rdnwellsmart.ca  
rdnwellsmart.com  
recycling2016.ca  
recycling2016.com  
recycling2017.ca  
recycling2017.com  
recycling2018.ca  
recycling2018.com  
recycling2019.ca  
recycling2019.com  
recycling2020.ca  
recycling2020.com  
riversedgewater.ca  
riversedgewater.com  
sanpareilwater.ca  
sanpareilwater.com  
septicmart.ca  
septicmart.com  
shapingourfuture.ca  
surfsidewater.ca  
surfsidewater.com  
teamwatersmart.ca  
whiskeycreekwater.ca  
whiskeycreekwater.com  
wpwg.



**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.