REQUEST FOR PROPOSALS No. 19-060

Electoral Area F Official Community Plan Review Public Engagement

ISSUED: August 27, 2019

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 16, 2019

RDN CONTACT FOR QUESTIONS:

Courtney Simpson
Senior Planner, Long Range Planning
Strategic and Community Development
Telephone: 250-390-6563
Email: csimpson@rdn.bc.ca

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

1. INSTRUCTIONS TO PROPONENTS

1.1. 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 16, 2019. Select one (1) of the Submission Methods below:

1. By Email: With "19-060 Electoral Area F OCP Review Public Engagement" as the subject line at this electronic address: planning@rdn.bc.ca

   Please note: Maximum email file size limit is 20MB.

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: "19-060 Electoral Area F OCP Review Public Engagement" delivered to the:

   Regional District of Nanaimo
   Main Reception – 2nd Floor
   6300 Hammond Bay Road
   Nanaimo, B.C., V9T 6N2
   Attention: Courtney Simpson, Senior Planner, Long Range Planning

   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.

1.2. COVER LETTER & SIGNATURE

The Proposal should include a cover letter summarizing your proposal and highlighting the reasons why the Regional District of Nanaimo (RDN) should select your firm for this assignment. The letter should be signed by a person authorized to legally bind the respondent to the statements made in the Request For Proposal (RFP).

1.3. AMENDMENT TO PROPOSALS

Proposals may be amended in writing and delivered to the closing location by email to the named RDN contact before the closing date and time. Such amendments should be signed by the authorized signatory of the Proponent.

1.4. ADDENDA

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

1.5. WITHDRAWAL OF PROPOSALS

The Proponent may withdraw their Proposal at any time prior to the Proposal closing date and time by submitting a written withdrawal letter or email to the named RDN contact.

1.6. UNSUCCESSFUL VENDORS

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

2. SCOPE OF SERVICES

2.1. INTRODUCTION

The RDN is a federation of four municipalities and seven electoral areas that deliver a variety of regional and local services that are designed to enhance the environmental, social and economic well-being of residents. Electoral Area F includes the communities of Coombs, Errington, Hilliers, and Meadowood and surrounding rural and resource areas.

The first Electoral Area F Official Community Plan (OCP) was adopted in 1999. In the intervening 20 years, the population has seen 39% growth, from 5,546 people in the 2001 Census to 7,724 people in the 2016 Census. Residents are relatively young, with a median age of 48 years which is the youngest of all electoral areas in the Regional District of Nanaimo (RDN), and much younger than the neighbouring municipalities of Parksville (61 years) and Qualicum Beach (70 years). Protection of a rural quality of life, support for a rural economy of home-based businesses and farming, and protection of the environment continue to be important to residents.

Current issues to be addressed though this Review include guidance for future growth and development, housing affordability, mobility, protection of the environment and drinking

water, and climate change preparedness. Much of the 1999 OCP remains relevant and this Review will be structured around identified topic areas where updates will be focused.

The budget for design and delivery of public engagement is $80,000 dollars, exclusive of applicable taxes.

2.2. BACKGROUND

Electoral Area F includes the historic communities of Errington, Coombs, Hilliers and Whiskey Creek, and the more recently established Meadowwood on the north-west side of Little Qualicum River accessed via Corcan Road from Highway 19A. The industrial area of Bellevue – Church Road on Highway 4 (Alberni Highway) is an important economic and industrial hub for the mid-island with its central location and easy access to Highway 19, and has significant development potential. Coombs is a busy tourist draw, and several provincial and regional parks in Area F provide camping and outdoor recreation.

The RDN Regional Growth Strategy designates a Growth Containment Boundary that includes the "Village Centres" of Coombs, Errington, Hilliers and Meadowwood, and the Bellevue – Church Road Industrial and Commercial areas. The Regional Growth Strategy supports growth in these areas, however growth potential is limited by servicing; there is no water or sewer service to these Village Centres except for several lots with water service in the Bellevue – Church Road area.

Outside the Growth Containment Boundary, the land is mostly within the Agricultural Land Reserve, Crown land, or Private Managed Forest Land with limited development potential.

Housing in Area F is almost exclusively single-detached, including a number of manufactured home parks. A recent Housing Capacity Assessment for the RDN (currently in draft) identifies a projected need for 573 housing units in Area F, as population projections forecast 1,350 additional people, reaching a total of 9,498 people by the year 2041. Affordability is particularly challenging in Electoral Area F; median income levels are among the lowest in the region, particularly for single person households. Given the sizeable renter population in Area F (27% of households), and number of existing Rental Assistance Program recipients (26), there is a specific need for affordable rental housing.

Residents of Area F value the community's rural environment and the minimal level of regulation is important to many. However, there are a number of concerns to be addressed through this OCP Review and regulatory tools could assist in addressing the issues. For example, there are concerns over environmental impacts of development, drainage management, aesthetics of outdoor lighting, aquifer protection, wildfire, flood and slope hazard, industrial use in residential areas, and use of recreational vehicles as dwellings.

Transportation options in Area F are primarily the private vehicle as there is no public transit service, and distances are often beyond that of walking and cycling for most people. Walking and cycling on the road shoulder is also limited by safety considerations typical of rural areas; many roads are either narrow with no shoulder and a ditch adjacent to the travel lane or are wider but with high speed limits and traffic volumes. There are many recreational trails in the area, and a high potential for development of more trails on unopened roads. In

2016, a 7 kilometre trail in the E&N railway corridor between Parksville and Coombs was completed.

2.3. PROJECT OBJECTIVES

The primary objectives of the OCP Review project are to:

a) Provide early and ongoing information and opportunity for First Nations to engage in the OCP review process
b) Provide meaningful opportunities for public and agency input and participation
c) Review OCP policies that do not appear to be achieving their objectives
d) Add new OCP objectives and policies to address emerging issues
e) Align OCP with other related RDN plans and studies
f) Follow best practices and innovation for OCP content from relevant sources such as provincial ministries and independent organizations
g) Meet all *Local Government Act* requirements for OCPs, including content and consultation

2.4. SCOPE OF SERVICES

The scope of services for this contract includes preparation of a public engagement plan and backgrounder documents, facilitation of public engagement events and reporting on these events and input received with recommendations for policy changes. The table below details the consultant responsibilities and the RDN responsibilities. Approval on the deliverables for the scope of services is the RDN.

Consultant Responsibility	**RDN Responsibility**
Prepare and finalize a public engagement plan	Provide stakeholder list Review and provide input on public engagement plan and submit to RDN Board for endorsement
Address First Nations engagement in the public engagement plan	Be the primary contact with First Nations
Facilitate live public engagement events including set-up	Attend live public engagement events and hold office hours for OCP Review in Area F one day per week
Answer email and web-based enquiries from the public related to the engagement process and basic policy questions	Answer email and web-based enquiries from the public related to RDN process or complex policy questions requiring knowledge of RDN context or history
Manage online engagement through RDN Get Involved page	Approve draft updates to RDN Get Involved page

Facilitate any other public engagement determined through the public engagement plan	Approve materials for any other public engagement methods or events
Prepare and format and finalize backgrounder documents	Provide background information and data
Prepare ads and notices following RDN templates	Approve ads and notices, and facilitate newspaper and notice board posting and other distribution
Provide summary reports of each public engagement event for feedback to the public through the process.	Review summary documents and provide comments
Provide one overall summary report including recommendations for policy changes	Review summary documents and provide comments
Review and revision of summary reports based on RDN comments.	
	Drafting and finalizing the revised OCP

2.5. DELIVERABLES

a) Public Engagement Plan following the IAP2 framework.
b) Live Public Engagement Events to be determined through the process of developing the public engagement plan
c) Online Public Engagement through RDN Get Involved page
d) Reports on all Public Engagement
e) The consultant will be responsible for routinely reporting to the RDN for the duration of the project.

Note: any deliverables not identified in this RFP that the Contractor will also provide to the RDN should be listed in the proposal.

2.6. PROJECT SCHEDULE/ TIMELINES

Milestone / Task	**Schedule**
Post request for RFPs	August 27, 2019
RFP closing date	September 16, 2019
Award contract (anticipated)	September 20, 2019

Initiate project	September 23, 2019
Public Engagement Plan Complete	October 24, 2019
Publicize project launch and engagement opportunities before December 20, 2019	December 20, 2019
Implementation of public engagement plan from January – July, 2020 (subject to budget approval)	July 31, 2020
Final deliverables to RDN no later than	September 11, 2020

2.7. REFERENCE INFORMATION

The following is not an exhaustive list:

- Electoral Area F Official Community Plan
- Zoning Bylaw 1285 - Electoral Area F
- Regional District of Nanaimo Regional Growth Strategy, 2011
- Industrial Land Supply and Demand Study, 2013
- Rural Village Centres Study, 2013
- Alternative Forms of Rural Development, 2012

3. PROPOSAL SUBMISSION AND EVALUATION

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

3.1. PROPOSAL ELIGIBILITY

Proposals should:

a) be received on or before the established closing date and time;
b) include a cover letter signed by an authorized officer of the Proponent, and
c) be in English.

3.2. EVALUATION CRITERIA

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

Evaluation Criteria	Point Value	X Rating	Total Score
Corporate Qualifications, Relevant Experience, and Social Responsibility	10		
Experience, Depth, and Breadth of Project Team	20		
Approach and Methodology	15		
Innovation	5		
Project Management and Quality Assurance	10		
Proposed Fees	40		
Total	**100**		

Rating	Description
5	Exceeds Expectations, Proponent clearly understands the requirement, Excellent Probability of success
4	Somewhat Exceeds Expectations
3	Meets Expectations, Proponent demonstrates a good understanding of the requirement. Good probability of success
2	Somewhat meets Expectations, Minor weakness and/or deficiencies. Fair probability of success
1	Does not meet expectations, does not demonstrate a good understanding of the requirements, low probability of success
0	Response indicates a complete misunderstanding of the requirements, very low probability of success.

Evaluation Criteria Notes:

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

Proposals submitted should be in enough detail to allow the RDN to determine the Proponent's qualifications and capabilities from the documents received. Every effort should be made to include complete details of the proposed work. The selection committee,

formed at the RDN's sole discretion, will score the Proposals in accordance with the criteria provided.

The selection committee may proceed with an award recommendation and/or 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 or the RFP is cancelled.

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 selection committee may seek additional clarification on any aspect of the Proposal to verify or clarify the information provided.

3.3. PROPOSAL CONTENT

3.3.1. Cover Letter & Signature

The Proposal should include a cover letter summarizing the Proposal and indicate why the RDN should select your firm.

3.3.2. Corporate Qualifications and Experience

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

3.3.3. Experience, Depth, and Breadth of Project Team

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

3.3.4. Approach and Methodology

a) 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.
b) 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.
c) Indicate when work would commence and approximately how long it would take to complete the assignment. Proposed start dates, progress meeting dates, milestones, other key events, and major project deliverables shall be clearly identified on the project schedule. The schedule shall identify the critical path, delineate what resources will be required, and when they will be required.
d) Indicate post-project completion, support and de-brief offered.

3.3.5. Project Management and Quality Assurance

a) Demonstrate the approach to project management and highlight the procedures to be utilized to ensure submissions are completed and delivered on time and on budget.
b) Provide a description of an internal quality assurance and control program in place, including the provision of a quality assurance and control plan that ensures senior technical review of relevant project activities.

3.3.6. Proposed Fee

Provide pricing for the project tasks and milestones in a table showing a breakdown of fees using the same headings from the consultant's proposed methodology. The fee structure shall include hourly charge out rates and person-hour requirements for all personnel involved, sub-consultant fees, disbursements, meetings and all other costs to complete the work. Items listed as optional shall be shown separately. The total project cost is to be considered an upset limit, not to be exceeded unless approved in writing by the RDN, and shall be inclusive of all Consultant salary costs, general and overhead expenses, and disbursements. Disbursements shall include the costs of travel/accommodation, out of pocket expenses, and all other anticipated expenses. All costs associated with meeting hall rentals and advertising are not included in the value of this contract and are covered under a separate RDN budget. Any applicable taxes should be shown as a separate line item.

The budget for design and delivery of public engagement is $80,000 dollars, exclusive of applicable taxes.

3.3.7. Proposed Purchase Contract

Prior to the closing, 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. The RDN will consider all changes and any changes will be issued via an addendum.

4. GENERAL CONDITIONS

4.1. NO CONTRACT

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

4.2. PRIVILEGE CLAUSE

The lowest or any proposal may not necessarily be accepted.

4.3. RIGHT OF THE RDN TO CANCEL THE RFP PROCESS

The RDN is not bound to select a preferred Proponent or accept any Proposal and reserves the right in its sole discretion to cancel this RFP, up until award, for any reason whatsoever including budget and to proceed with the Services in some other manner separate from this RFP process.

4.4. CONFLICT OF INTEREST

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

4.5. SOLICITATION OF BOARD MEMBERS AND RDN STAFF

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

4.6. LITIGATION CLAUSE

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

a) any other contract for works or services; or
b) any matter arising from the RDN's exercise of its powers, duties, or functions under the Local Government Act, Community Charter or another enactment.

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.

4.7. ACCEPTANCE AND REJECTION OF SUBMISSIONS

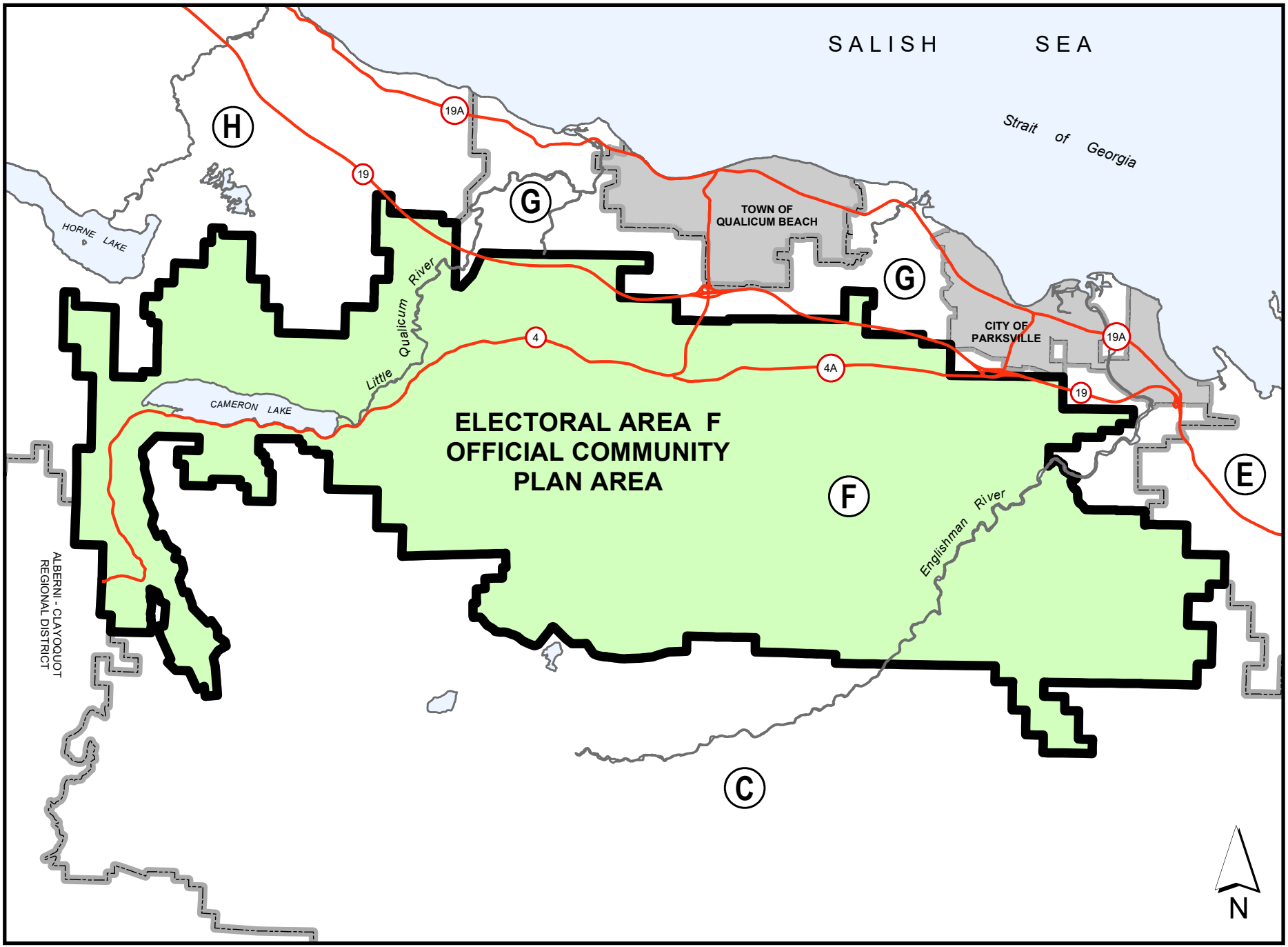
This RFP does not commit the RDN, in any way to select a preferred Proponent, or to proceed to negotiate a contract, or to award any contract. The RDN reserves the right in its sole discretion cancel this RFP, up until award, for any reason whatsoever

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

5. ADDITIONAL INFORMATION

Appendix 1: Electoral Area F Map

Appendix 2: Draft Professional Services Agreement


SALISH SEA
Strait of Georgia
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19A
19
4
4A
19A
19
HORNE LAKE
Little Qualicum River
CAMERON LAKE
TOWN OF QUALICUM BEACH
CITY OF PARKSVILLE
ELECTORAL AREA F
OFFICIAL COMMUNITY
PLAN AREA
Englishman River
ALBERNI - CLAYOQUOT REGIONAL DISTRICT
N

REGIONAL DISTRICT OF NANAIMO

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT made the _____ day of **<insert month>**, 20___.

BETWEEN:

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

(hereinafter called the "Regional District")

AND:

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

(hereinafter called the "Consultant")

NOW THIS AGREEMENT WITNESSETH:

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

1. Appointment

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

2. Term

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

3. Payment

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

4. Independent Contractor

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

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

5. Assignment and Sub-contracting

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

6. Ownership of Documents and Confidentiality

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

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

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

7. Conflict

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

8. Indemnity

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

9. Insurance

Comprehensive General Liability in an amount not less than two million dollars ($2,000,000.00) inclusive per occurrence against bodily injury and property damage. The Regional District is to be added as an additional insured under this policy, is to be endorsed to provide the Regional District with 30 days advance written notice of cancellation or material change, and include a cross liability clause.

10. Termination

Notwithstanding any other provision of this Agreement:

a) If the Consultant fails to comply with any provision of this Agreement, then, and in addition to any other remedy or remedies available to the Regional District, the Regional District may, at its option, terminate this Agreement by giving written notice of termination to the Consultant.

b) Either Party may terminate this Agreement at any time upon giving the other Party seven (7) days notice of such termination.

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

11. Prior Dealings

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

12. Waiver

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

13. Counterparts

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

14. Dispute Resolution

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

a) the party initiating the process will send written notice to the other party (the "Dispute Notice"); and;

b) the parties will promptly, diligently and in good faith, including the senior management of both parties, take all reasonable measures to negotiate an acceptable resolution to the disagreement or dispute.

c) if the dispute is not resolved through collaborative negotiation within 30 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the Mediate BC Society and will be held in Nanaimo, BC.

15. Freedom of Information

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

16. Collection of Personal Information

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

Unless the Agreement otherwise specifies or the Regional District otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.

Unless the Agreement otherwise specifies or the Regional District 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 to answer questions about the Contractor's collection of personal information.

17. Governing Law

This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

18. Miscellaneous

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

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

For the Regional District of Nanaimo:

)
)
_____)
Printed Name of Signatory

)
)
_____)
< insert position title>

For the Consultant:

)
)
_____)
Printed Name of Signatory

)
)
_____)
< insert position title>

SCHEDULE 'A'
SCOPE OF WORK

<insert scope of work, deliverables and timeline>

SCHEDULE 'B'
FEES & EXPENSES

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

Payment by the Regional District to the Consultant will be upon receipt of monthly written invoices from the Consultant for completed services and will be paid on a net 30 day basis from date of receipt. (Invoices shall contain a written statement of account showing the calculation of all fees and expenses claimed.)