REQUEST FOR PROPOSALS No. 23-071

Migratory Bird Control Services

ISSUED: December 8, 2023

CLOSING DATE AND TIME:
Submissions must be received on or before:
3:00 PM (15:00 hrs) Local Time on January 15, 2024

Submissions and Questions are to be directed to:
Shane MacLeod, Environmental Technican, Solid Waste Services
250-722-2044 ext.3226 or swf@rdn.bc.ca

Questions are requested at least five (5) business days before the closing date.

Optional Proponent's Information Meeting:
December 19, 2023 at 10:00 am, 1105 Cedar Road, Nanaimo BC

Proposals will not be opened in public

1. Instructions to Proponents

1.1 Closing Date/Time/Submission Method
Submissions must be received on or before 3:00 PM (15:00 hrs), Local Time, on January 15, 2024.

Submission Method:

By Email: In PDF format with "23-071 Migratory Bird Control" as the subject line at this electronic address:

swf@rdn.bc.ca

Please note: Maximum email file size limit is 20MB, or less. The RDN will not be liable for any technological delays of submissions. Submissions received in any other manner will not be accepted.

1.2 Amendment to Proposals
Proposals may be amended in writing and sent via email to the RDN contact person identified on the cover page on or before the closing. Such amendments should be signed by the authorized signatory of the Proponent.

1.3 Addenda and Questions & Answers
If the RDN determines that an amendment or questions & answers are required for this RFP, the RDN will post the Addendum on the RDN (https://www.rdn.bc.ca/current-bid-opportunities) and BC Bid (https://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 all amendments are included prior to submitting their final Proposal submission.

1.4 Withdrawal of Proposals
The Proponent may withdraw their Proposal at any time by submitting a written withdrawal email to the RDN contact person identified on the cover page on or before the closing.

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

2. INTRODUCTION

The purpose of this Request for Proposal is to solicit submissions from experienced and qualified firms to assist the RDN in Migratory Bird Management at the Nanaimo Regional Landfill located at 1105 Cedar Road in Nanaimo, British Columbia. Assistance is required to minimize the damage and risks migratory birds pose to human and ecological health as well as operational safety.

3. BACKGROUND

The Nanaimo Regional Landfill is located approximately one-kilometer south of the Nanaimo River estuary and west of the Nanaimo River. The migratory birds that seasonally frequent the landfill are primarily a variety of gulls that have become habituated to visiting the site as a potential food source during the fall and winter months. The gulls return to the site in September and gradually increase in numbers through fall and winter. On-site populations can exceed 2500 birds until the spring herring run begins in March. The birds create potential risks to human and ecological health since they obstruct the view of heavy equipment operators, ingest waste materials which are poor for ecosystem health, spread litter to adjoining properties and are a potential hazard to aircraft operating from the Nanaimo Airport. In addition to the RDN's food waste diversion program, landfill crews have implemented operational procedures such as minimizing the size of the open working face, covering waste on a daily basis, and progressive closure in an effort to minimize the numbers of birds populating the site; however, these measures are inadequate to sufficiently reduce the number of returning birds to eliminate these risks.

The RDN has invested in the use of an Unmanned Aerial Vehicle (UAV) or "drone" during the summer of 2018, and with an experienced UAV pilot have observed preliminary success in moving the birds off-site. The RDN wishes to continue the trial use of the UAV in controlling birds; however, appreciates the need to have a variety of deterrents, and that the UAV may not be practical to use throughout the winter due to poor weather conditions and the persistent behaviour and number of gulls during the winter months. The RDN seeks an experienced Migratory Bird Management Contractor to work in partnership with the site staff in further developing the UAV program, and to provide additional support in managing bird populations through the seasonal timeframes with high bird populations and aggressive behaviour.

4. SCOPE OF SERVICES

The intention is to award the bird control contract for a five-year period with an anticipated start date March 1, 2024. The Regional Landfill is a seven-day-a-week operation, 7am-5:30pm and is closed on Statutory Holidays.

The scope of work is as follows:

1) Implement a bird-control management plan to harass and deter seagulls and other birds from using the site as a food source and settling ground, with a primary mandate of keeping the active-face clear of birds.
    a) A secondary objective will be to prevent loafing on surfaces away from the active-face on the landfill grounds;

   b) The contractor will provide sufficient staff coverage to manage birds based on the site operating hours and the seasonal variability of on-site bird populations;
   c) At times during permitted conditions the contractor is expected to work in coordination with the UAV pilot (UAV operation hours are not routinely scheduled);
   d) All work is to be completed in accordance with applicable federal and provincial guidelines;
   e) Regional Landfill is situated with neighbours in close proximity; therefore, the use of auditory deterrents will be limited and is not to be a primary means of deterrence;
   f) As part of the plan, contractors shall describe how their strategy includes consideration for, and benefits neighboring residential properties.
2) Interact with landfill operations to coordinate bird control activities on a regular basis and adjust the level of coverage as required.
3) Support RDN with Damage Permit:
   a) Act as a nominee in the damage permit application to Environment Climate Change Canada as submitted to the Canadian Wildlife Service (CWS), and operate within the conditions of the damage permit;
4) Maintain all required licensing permits and certificates in order to operate a business.
5) Provide a detailed Health and Safety Plan for on-site personnel, including:
   a) Safety procedures and requirements for contractor staff in addition to complying with RDN requirements;
   b) Detailed plans on the handling and use of firearms and pyrotechnics, if applicable;
   c) Plans for working around heavy equipment; and
   d) Contact names and telephone numbers in the event of injuries.

The RDN has constructed a three-building aviary and storage shed for use by the Bird Control Contractor to overnight and care for birds if applicable; however, it is not a contractual requirement to use the on-site facilities. Please note it is the Contractor's responsibility to clean the aviaries as required, should the Proponent intend to use them.

Additionally, the RDN permits the use of site washrooms and lunch room. Good house-keeping practices are expected of any contractors using these facilities. Please note site personal protective equipment requirements include the use of hardhats, steel-toed/shank boots and hi-visibility vest when outside buildings and parking areas. Smoking is permitted in designated areas only (to the rear of the administration and maintenance buildings).

The contractor is required to provide all supplies needed to conduct the work including two-way radios for on-site staff and on-site transportation. Consumables to be used on-site as parts of deterrent strategies are at the contractors own expense. Firearms requiring a Possession and Acquisitions License are not permitted on the property as part of our Regional Bylaw.

5. DELIVERABLES AND OUTCOMES

The effective management of birds needs to be integrated into landfill operations and must include a variety of deterrents to make the landfill less attractive for birds. The overall goal of the of migratory bird management is to re-habituate the gulls into relying on the nearby Nanaimo River Estuary as a food source.

Deliverables that are to be provided under the scope of the work include:

- Provision of a monthly report about migratory bird management activities and results; and
- Provide an annual Damage Report to the RDN for submission to the CWS in advance of the reporting deadline.

6. REFERENCE/BACKGROUND INFORMATION

For the proponents reference, a topographic site image is attached to provide a representation of the terrain and site conditions. The landfill footprint encompasses an area approximately 25 hectares in size. Vehicle access is provided by haul roads which provide access to the working face of the landfill, and a perimeter road around the landfill provides access to inactive areas of the site. Due to variable weather conditions and elevation changes with site development, the road and driving conditions are highly variable. An all-wheel drive or four-wheel drive vehicle is recommended for site use. Site facilities including avaries are located along the eastern property line.

Annually the RDN applies to Environment Climate Change Canada (ECCC) to obtain a Damage or Danger Permit under the *Migratory Birds Convention Act, 1994*. This is a mandatory requirement for bird control activities which involve kill to scare strategies. The RDN prepares an annual damage permit report as a requirement of the damage permit. Bird control contractors are expected to maintain a record of the number and species of birds killed using kill to scare methods, as well as a record of bird control activities which must be provided to the RDN on a monthly basis.

6.1 Proponent's Information Meeting

The RDN will hold an optional Information Meeting at the Cedar Road Landfill located at 1105 Cedar Road, Nanaimo on December 19, 2023 at 10:00am. No additional site visits or alternative arrangements will be offered. Please advise the RDN at swf@rdn.bc.ca if you plan to attend. If questions arise during the Information Meeting the RDN will issue an Addendum to this RFP to provide the questions and answers.

7. PROPOSAL SUBMISSION AND EVALUATION

Proponents are to complete and return the attached template cover page (Appendix A) with their submission. Additional information should be included on separate pages. 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 for evaluation purposes.

Evaluation Criteria:

Experience & References

- Summary of the proponent's relevant experience in managing wildlife at a landfill or other site with similar environment and scale;
- Include three (3) references - demonstrating the proponent's experience in the successful delivery of a bird control program in a landfill setting. Include the name, telephone number and email address of the reference contact person;
- Experience of key personnel who will be working on site and a crew replacement strategy that demonstrates personnel depth for a contract of this size and complexity
- Provide a list of relevant licences, permits and certificates held by the proponent organization

Methodology

- Provide a detailed plan for bird control at the Nanaimo Regional Landfill which outlines the individual strategies which are expected to be deployed, and how the proponent plans to maximize the benefits of the bird control program to the RDN, which include;
- Statement of the proposed concept and methodologies for efficient control of migratory birds including back up plans, proposed schedules, etc.;
- Stated details of how the project objectives will be met, key issues and challenges, and steps to overcome key issues;
- Statement of how crews will coordinate bird control activities with equipment operators, RDN staff, and UAV operations
- Stated commitment from the proponent to work in collaboration with RDN landfill staff in utilizing a variety of deterrents, and for trials of innovative techniques or technologies.

Social Values

- A statement of the proponent's approach to advancing equity and sustainability in corporate operations and service provisions, including any certifications in this regard, through the completetion of the Social Procurement Questionnaire attached in Appendix B.

Financial Proposal

- Comprehensive proposed fee, in Canadian Dollars, in a Schedule of Effort Table, identifying all project contributors, their per hour charge out rates, individual tasks, number of hours, any contingency costs and all disbursements including travel. Please summarize annual totals in a table to identify the five-year contract cost. Pricing for each contract year is firm for the duration of the contract.

An evaluation team will evaluate all Proposals received according to the criteria identified below.

Mandatory Criteria
Proposal Form Appendix A – Cover Letter completed and signed by a person authorized to bind the Proponent to statements made in the submission and Financial Proposal.

Proposal must be received at the closing location by the specified Closing Date and Time.

Point Rated Criteria	**Points Assigned**
Experience & References	**30**
Methodology	**30**
Social Value	**10**
Financial Proposal	**30**
Total	**100**

Proposals will be evaluated on the following basis 70% Technical, 30% Financial. The lowest price proposal will receive full marks. Other proposals will receive reduced scores based on the proportion higher than the lowest price. i.e. Score = Min Cost/Cost x Fee Points.

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

The RDN may evaluate proposals on a comparative basis by comparing one proponent's proposal to another proponent's proposal. The RDN reserves the right to not complete a detailed evaluation if the RDN concludes the proposal is materially incomplete or, irregular or contain any financial or commercial terms that are unacceptable to the RDN.

The selection committee may proceed with an award recommendation or the RDN may proceed to negotiate 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 proposal process 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 evaluation committee may seek additional clarification on any aspect of the Proposal to verify or clarify the information provided and conduct any background investigation and/or seek any additional information it considers necessary.

8. *PROPOSED PURCHASE CONTRACT*

The RDN's preferred form of Contract is attached herein. Proponents should carefully review this form of Contract. Should any vendors request that RDN consider revisions to the form of Contract, Proponents should include any clauses of concern in their proposal submission and suggest replacement language.

9. GENERAL CONDITIONS

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

9.2 Privilege Clause
The lowest or any proposal may not necessarily be accepted.

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

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

9.4 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.

9.5 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.

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

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

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

9.7 Exclusion of Liability

Proponents are solely responsible for their own expenses in preparing and submitting a Proposal and for any meetings, negotiations, or discussions with the RDN. The RDN will not be liable to any Proponent for any claims, whether for costs, expense, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP. Except as expressly and specifically permitted in these Instructions to Proponents, no Proponent shall have any claim for compensation of any kind whatsoever, as a result of participating in this RFP, and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim.

9.8 Ownership of Proposals

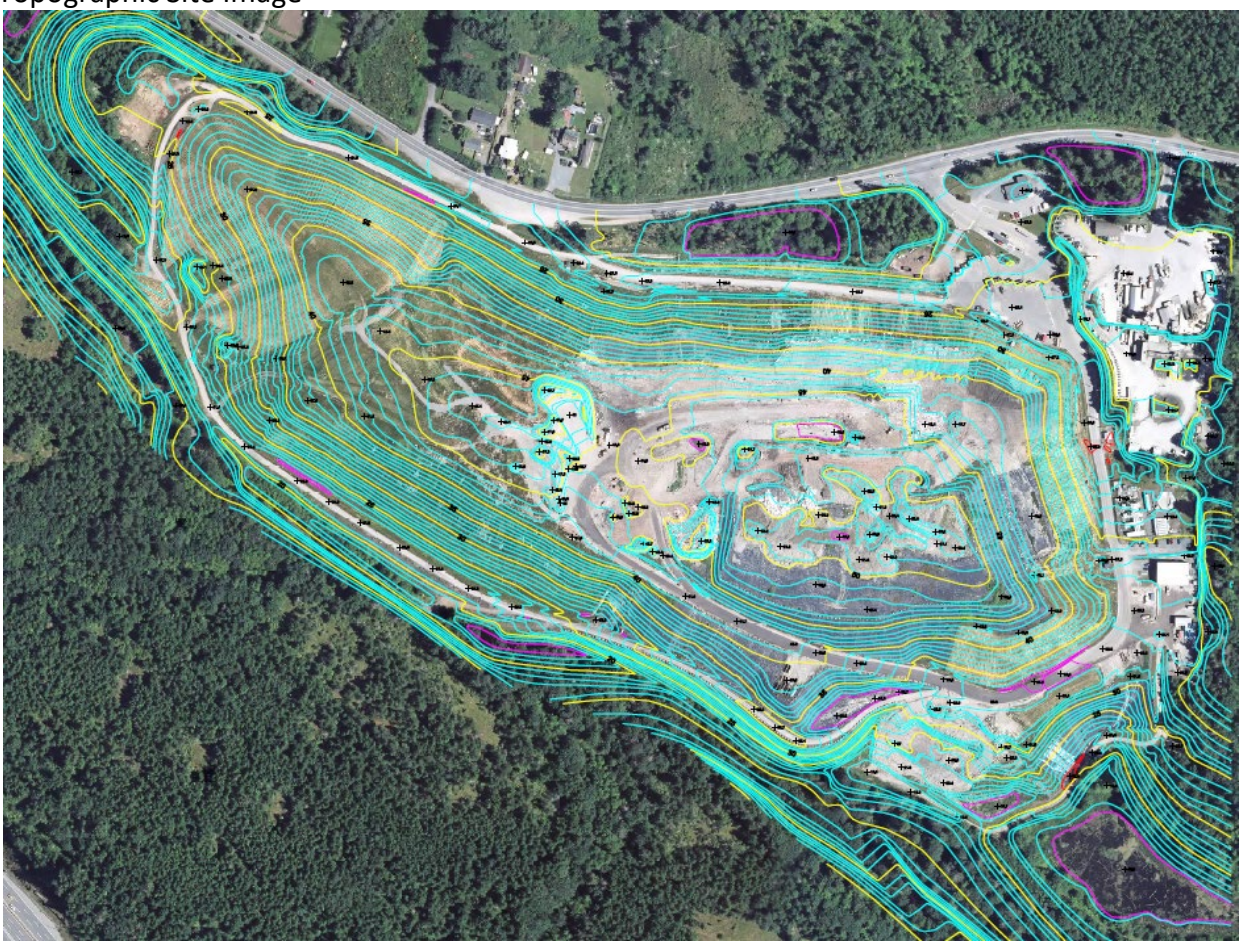
All Proposals, including attachments and any documentation, submitted to and accepted by the RDN in response to this RFP become the property of the RDN.

9.9 Freedom of Information

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

REGIONAL DISTRICT OF NANAIMO

Topographic Site Image



APPENDIX A – COVER LETTER

SUPPLIERS ARE TO COMPLETE THIS PAGE AND ATTACH IT TO THE FRONT OF THEIR PROPOSAL

The undersigned Contractor, having carefully read and examined the Request of Proposals and having full knowledge of the work required, does hereby offer to provide all necessary materials in strict accordance with the RFP and to do all therein called for on the terms and conditions and under the provisions therein set forth at the:

LUMP SUM TOTAL QUOTED PRICE OF: CDN $_____ (excluding PST & GST)

YEAR 1 $_____

YEAR 2 $_____

YEAR 3 $_____

YEAR 4 $_____

YEAR 5 $_____

The above price includes and covers duties, handling and transportation charges, and all other charges incidental to and forming part of this Proposal.

The undersigned Supplier agrees to supply the services upon receipt of written Notification to Proceed.

NAME:
Proponent Firm _____
ADDRESS:
Proponent Firm _____
PHONE:
Signing Officer _____
EMAIL:
Signing Officer _____
DATE:

_____

NAME:
Proponent Signing Officer _____
SIGNATURE:
Proponent Signing Officer _____

APPENDIX B

Social Value Questionnaire

Introduction to questionnaire: Through strategic initiatives advanced by the RDN Board of Directors, an emphasis has been placed on including social procurement in public solicitations and corporate spending. Through Social Procurement we can be intentional in the social value we create and we support that transactions can lead to building community capital and contribute to a community's social and economic goals.

Instructions to bidders: Complete the following Questionnaire as a means for the purchaser to assess the social value component of your bid. Each question asks for a yes or no answer. If you answer "yes" you may be required to submit evidence along with your bid the documentation that supports or verifies your answer. Required documentation is clearly outlined in each question and must be complete in order to receive points.

The RDN reserves the right in all circumstances to ask for further verification or for proof of fulfillment of the activity and commitment in relation to this contract.

This Questionnaire weighting as a percentage of the whole proposal can be found in the summary of evaluation.

The RDN reserves the right to verify the information reported in the Social Value Questionnaire by the successful proponent.

Social Value	Yes	No	Describe & Attach Evidence if Applicable
Do you have a living wage policy or certification? If yes, please attach the policy or your living wage certification.			
Do you provide extended health and dental benefits to your employees? If yes, please identify your provider.			
Do you currently have an apprenticeship, paid internship, or paid work experience program? If yes, provide details including how many apprentices or individuals have participated, and the history of the program.			
Is your organization a small enterprise? The size of the enterprise is across the entire enterprise, with all employees included. (Small enterprise, 1 - 59 employees = 2 points)			
Do you have evidence that shows you are a diverse or socially inclusive business? Evidence could be from organizations verifying that you are a social enterprise, your social impact, or membership of any organization verifying diverse ownership that demonstrates that the business is owned by: Indigenous, Women, 2SLGBTQ+, Racialized minorities or Business owned by individuals with a recognized disability.			

Scoring
(Yes, with evidence = 2 points)
(Yes, without evidence = 0 points)
(No = 0 points)

REGIONAL DISTRICT OF NANAIMO

GENERAL SERVICES AGREEMENT

THIS AGREEMENT made the _____ day of _____, 20_____.

BETWEEN:

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

(hereinafter called the "Regional District")

AND:

(hereinafter called the "Contractor")

NOW THIS AGREEMENT WITNESSETH:

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

1. Services

The Regional District retains the Contractor to provide the Services described in Schedule "A" (the "Contract Documents") and the Contractor agrees to provide the Services in a diligent manner.

2. Term

The Contractor will provide the Services during the period (hereinafter called the "Term") commencing on <Start Date> and ending on <End Date>, unless sooner terminated as hereinafter provided. At the conclusion of the term, this agreement will continue on a month-to-month basis under the same pricing, terms and conditions until either party provides the other with thirty (30) calendar days' written termination notice.

3. Payment

The Regional District will pay to the Contractor as full payment for the Services; the amount set out in Schedule 'B' at the times and in the manner therein set out.

4. Independent Contractor

The Contractor will always be an independent contractor and not the servant, employee, or agent of the Regional District.

5. Assignment and Sub-contracting

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

6. Indemnity

The Contractor will indemnify and save harmless the Regional District from all losses, claims, damages, or expenses arising from or due to the negligence of the Contractor in performing the Services or the Contractor's breach of this Agreement.

7. Insurance

a) Prior to the commencement of the Services the Contractor shall provide a certificate of Commercial General Liability (CGL) insurance in the amount of $5,000,000 which shall provide coverage for property damage and third-party personal injury and death. The certificate shall name the Regional District as an additional insured. The certificate of insurance shall contain a clause requiring notification of the Regional District 30 days in advance if the insurance policy is cancelled.

b) Automobile Third Party Liability on all owned or leased vehicles in an amount not less than $5,000,000.

c) Contractor is responsible for any other insurance required to protect their interests.

d) The cost of any insurance and deductibles are the responsibility of the Contractor.

8. WCB Coverage

The Contractor must be registered with WorkSafe BC and be in good standing with remittance up to date throughout the agreement.

9. Termination

Notwithstanding any other provision of this Agreement:

If the Contractor 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 immediately by giving written notice of termination to the Contractor if there is supporting evidence of the Vendor becoming bankrupt or threatens bankruptcy, provides false declarations, documented significant deficiencies of any substantive requirements or obligations of the work, professional misconduct, violations of health and safety laws, or demonstrated abusive behavior towards the general public, or RDN staff. The Regional District will be under no further obligation to the Contractor except to pay the Contractor such amount as the Contractor may be entitled to receive, pursuant to Schedule 'B', for services properly performed and provided to the date notice is given to the Contractor less any amounts necessary to compensate the Regional District for damages or costs incurred by the Regional District arising from the Contractor's default.

Either Party may terminate this Agreement at any time upon giving the other Party thirty (30) days' written notice of such termination.

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10. 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.

11. 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.

12. Counterparts

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.

13. 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 unless otherwise agreed.

14. Governing Law

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

15. Delay in Performance

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, pandemic, 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

SAMPLE

circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

16. Amendment

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

17. Rectification of Damage and Defects

The Contractor shall rectify any loss or damage for which, in the opinion of the REGIONAL DISTRICT, the Contractor is responsible, at no charge to the REGIONAL DISTRICT and to the satisfaction of the REGIONAL DISTRICT. In the alternative, the REGIONAL DISTRICT may repair the loss or damage and the Contractor shall pay to the REGIONAL DISTRICT the costs of repairing the loss or damage forthwith upon demand from the REGIONAL DISTRICT. Where, in the opinion of the REGIONAL DISTRICT, it is not practical or desirable to repair the loss or damage, the REGIONAL DISTRICT may estimate the cost of the loss or damage and deduct such estimated amount from the amount owing to the Contractor hereunder.

18. Statutes, Bylaws, Regulations and Permits

Unless otherwise noted, the Contractor shall take out all necessary permits and licenses required to permit the Contractor to perform its obligations under the Contract in the service area. The Contractor shall give all notices and comply with all REGIONAL DISTRICT regulations, all laws, by-laws, ordinances, rules, and regulations, whether federal, provincial, or municipal, relating to the business it carries on and the services provided pursuant to the Contract, including the Workers' Compensation Act and the Employment Standards Act.

19. Change Orders

If for any reason it may become desirable during the course of the contract to make changes to the service, the service change order must be in writing and duly executed by both parties prior to coming into effect.

20. Confidentiality and Privacy

20.1 Confidentiality

The Contractor will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of, relating to or arising out of the performance of the Services and this Contract (the "**Confidential Information**") and will not disclose such Confidential Information.

Notwithstanding the preceding sentence, the Contractor may disclose the Confidential Information:

(a) with the prior written consent of RDN;
(b) in strict confidence to the Contractor's professional advisors;
(c) to Subcontractors who, in each case, need to know the applicable Confidential Information for the purposes of performing the Services; and
(d) as otherwise required by law or permitted by this Contract.

SAMPLE

The Contractor will require all Personnel and Subcontractors to enter into an agreement with the Contractor containing provisions in the same form as those found herein.

20.2 Exceptions to Confidentiality Obligations

The obligations of confidentiality will not apply to:

(a) information that is, or subsequently becomes, publicly available other than through a breach of this Contract or through a breach of a confidentiality agreement which another person has entered into concerning the Confidential Information;
(b) information that the Contractor already possessed independently before commencing the Services;
(c) information that is rightfully received from a third party without breach of any obligation of confidentiality by such third party; or
(d) information which is independently developed without the use of the Confidential Information.

20.3 Collection or Use of Confidential Information

Except with the prior written consent of the RDN, the Contractor will not collect or use, and will ensure that its professional advisors and Subcontractors do not collect or use, the Confidential Information for any purpose other than complying with the terms of this Contract or performing the Services. Without limiting the generality of the foregoing, except with the prior written consent of RDN, the Contractor will not collect or use, and will ensure that its professional advisors and Subcontractors do not collect or use, the Confidential Information to advance the commercial or other interests of the Contractor or any Subcontractor or any entity affiliated with the Contractor or any Subcontractor.

20.4 Privacy

The Contractor acknowledges that the RDN is subject to the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165, as amended ("**FOIPPA**"), and accordingly, any documents, information and data submitted to RDN by the Contractor under this Contract, as well as any resultant studies, documents, information, and date received by the RDN may be disclosed under FOIPPA. The Contractor will not do or omit to do anything that causes the RDN to be not in compliance with FOIPPA.

20.5 Publicity

The Contractor will not issue any press release or speak to the media about this Contract or the subject matter of this Contract without the prior written consent of the RDN, which consent may be unreasonably withheld. The Contractor will refer all media inquiries relating to the Services or the Contract to the RDN.

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21. Competency and Qualifications

The Contractor will employ properly licensed, trained, and unimpaired workers throughout the duration of the contract.

SIGNATURES

IN WITNESS WHEREOF the parties hereto have executed this Agreement as follows:

For the Regional District of Nanaimo:

_____
Signature

_____
Printed Name, Title

For the Contractor:

_____
Signature

_____
Printed Name, Title

SAMPLE

SCHEDULE "A"

SCOPE OF WORK

SAMPLE

SCHEDULE "B"

CONTRACT PRICE (or FEE SCHEDULE)

The Contract Price (or Fee Schedule) shall be the sum in Canadian Dollars of the following:

(a) Up to the Price of $_____ and;
(Delete and replace with fee schedule if not lump sum)

(b) Payments made on account of change orders, as may be required by the Contract Documents.

The Contract Price shall be the entire compensation owing to the Contractor by the REGIONAL DISTRICT for the Work and shall cover and include all supervision, labour, materials, Contractor's Plant and Equipment, overhead, profit, financing costs and all other costs and expenses whatsoever incurred in performing the Contract including GST.

The Contractor will be solely responsible for invoicing the REGIONAL DISTRICT ensuring to include the REGIONAL DISTRICT's Purchase Order number on all invoices to assure timely payment.
All invoices are subject to prior review and approval by the REGIONAL DISTRICT and approved invoices will be paid on a net 30 days' basis from date of receipt unless otherwise agreed to in writing.

If the REGIONAL DISTRICT does not approve of the services or part of them which are the subject of the invoice, the REGIONAL DISTRICT shall advise the Contractor in writing of the reasons for non-approval and the Contractor shall remedy at no additional cost to the REGIONAL DISTRICT before the REGIONAL DISTRICT shall be obliged to pay the invoice or any part of it, as the case may be.

SAMPLE