REQUEST FOR PROPOSALS No. 26-046

Freshwater Perspectives Survey 2027

ISSUED: November 6, 2026

CLOSING DATE AND TIME:
Submissions must be received on or before:
3:00 PM (15:00 hrs) Local Time on November 25, 2026

Submissions and Questions are to be directed to:
Erica Forssman, Drinking Water and Watershed Protection Program Coordinator,
(250) 390-6586, eforssman@rdn.bc.ca

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

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 November 25, 2026

Submission Method:

By Email: In PDF format with "26-046 Freshwater Perspectives Survey 2027**"** as the subject line at this electronic address:

eforssman@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 (www.rdn.bc.ca/current-bid-opportunities) and BC Bid (www.bcbid.gov.bc.ca/) websites. Each addendum will be incorporated into and become part of the RFP. No amendment of any kind to the RFP is effective unless it is contained in a written addendum issued by the RDN. It is the sole responsibility of the Proponent to check and ensure 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 Regional District of Nanaimo (RDN) is seeking proposals from qualified and experienced firms to design, administer, analyze, and report on the Freshwater Perspectives Survey 2027.

The purpose of the survey is to assess public awareness, perspectives, behaviours, and priorities related to freshwater resources, drinking water, watershed protection, and water stewardship throughout the RDN. The survey will build upon the RDN's 2021 Freshwater Perspectives Public Benchmark Survey, providing the first opportunity to measure changes in public awareness, attitudes, and behaviours over time.

The successful proponent will design and administer a statistically valid survey of RDN residents and prepare a final report presenting the findings, changes since the 2021 baseline, and implications for implementation of the Drinking Water and Watershed Protection (DWWP) Program.

Survey development is anticipated in early winter 2026-2027, with administration during winter-spring 2027, and final reporting by late spring 2027.

3. BACKGROUND

The Drinking Water and Watershed Protection (DWWP) Program has operated since 2009 as a regional service supporting freshwater sustainability throughout the Regional District of Nanaimo. Through collaborative initiatives, the DWWP Program promotes regional water awareness and stewardship, and uses water information and science, to advance water-centric planning and policy advocacy.

The program is currently implementing the 2020-2030 Drinking Water and Watershed Protection Action Plan, which includes a commitment to monitoring public awareness, attitudes, and behaviours related to freshwater resources through periodic public opinion research.

In 2021, the RDN completed a region-wide Freshwater Perspectives Public Benchmark Survey. The survey established baseline measures related to freshwater issues, water conservation behaviours, public awareness of local watersheds and drinking water sources, awareness of the DWWP Program, and community priorities for future freshwater initiatives. A total of 1,393 residents participated through a mixed online and telephone methodology, providing statistically valid results representative of the region.

The 2021 survey established a benchmark for assessing changes over time. The Freshwater Perspectives Survey 2027 is the first follow-up survey in this long-term monitoring program and will assess changes since the 2021 baseline.

Survey findings will support future DWWP program planning, public education and outreach initiatives, performance monitoring, and budgeting priorities.

4. SCOPE OF SERVICES

The successful proponent will provide all services necessary to plan, implement, analyze, and report on the Freshwater Perspectives Survey 2027.

The survey should assess public awareness of freshwater issues and the DWWP Program; understanding of drinking water sources and watersheds; freshwater-related values and concerns; water conservation and stewardship behaviours; perspectives on watershed management; and priorities for future freshwater initiatives. Building on the 2021 findings, the survey should also explore changes in public perspectives in the context of drought, climate change, population growth, and increased public discussion of watershed health and water security.

The anticipated scope of services includes, but is not limited to, the following activities:

Project Initiation and Survey Design

- Review relevant background materials, including the 2021 Freshwater Perspectives Public Benchmark Survey and DWWP Action Plan
- Meet with RDN staff to confirm project objectives and information needs
- Develop a detailed survey methodology and sampling approach
- Review and refine survey questions, preserving comparability with key indicators from the 2021 survey while incorporating any additional priorities identified by the RDN
- Target sample size sufficient to support comparison with the 2021 survey results and meaningful analysis by major geographic areas
- Design the survey to support trend analysis and repeat administration at approximately five-year intervals
- Support the RDN in completing any Privacy Impact Assessment (PIA) required under RDN policies, including providing information on survey methodology, data collection, storage, security, retention, and management practices. Proponents should incorporate sufficient schedule flexibility to accommodate PIA review and approval processes.

Survey Administration

- Administer a statistically valid survey of RDN residents aged 18 years or older
- Recommend and implement an appropriate survey methodology, which may include online, telephone, mail, or mixed-method approaches
- Achieve a representative sample across municipalities, electoral areas, demographic groups, and water service areas
- Monitor participation rates and implement additional outreach or sampling measures, as needed, to achieve target representation

Data Analysis

Analyze survey results and identify:

- Trends and changes since the 2021 survey
- Public awareness of the DWWP Program
- Awareness of drinking water sources and watersheds

- Freshwater-related values, concerns, and priorities
- Water conservation behaviours and practices
- Water quality protection behaviours and practices
- Perspectives regarding watershed management and freshwater challenges
- Differences by geography, demographics, water region, and water source where statistically appropriate

Reporting and Presentation

- Prepare a draft survey report for RDN review and a final report incorporating RDN feedback
- Present findings, implications, and recommendations to RDN staff
- Describe how the survey design and methodology can be maintained or adapted for future surveys to support the DWWP Program's long-term monitoring and evaluation objectives
- Present results to the Drinking Water and Watershed Protection Technical Advisory Committee and/or Regional Board, if requested

5. DELIVERABLES AND OUTCOMES

The successful proponent will provide the following deliverables:

Deliverables

1. Project work plan and methodology
2. Survey instrument and sampling strategy, in accordance with RDN policies and procedures. *The successful proponent will provide all information reasonably required by the RDN to complete and obtain approval of any Privacy Impact Assessment associated with the project prior to survey implementation.*
3. Survey administration and data collection
4. Cleaned survey dataset and supporting documentation, and statistical analysis of survey findings
5. Draft survey report for RDN review and feedback
6. Final survey report incorporating RDN feedback, including an executive summary and accompanying presentation materials
7. Presentation of findings to RDN staff and, if requested, to the Drinking Water and Watersheds Protection Advisory Committee and/or Regional Board

Desired Outcomes

The project will:

- Measure changes in public awareness, attitudes, priorities, and behaviours since the 2021 Freshwater Perspectives Survey
- Provide reliable and statistically valid information regarding community freshwater perspectives
- Identify emerging issues, concerns, and priorities related to freshwater management
- Evaluate awareness of and engagement with the DWWP Program
- Support evidence-based implementation of the DWWP Action Plan
- Provide information to guide future education, stewardship, conservation, and watershed protection initiatives
- Maintain continuity of key performance indicators to support long-term program monitoring

6. REFERENCE/BACKGROUND INFORMATION

Proponents should familiarize themselves with the following documents:

- Freshwater Perspectives Public Benchmark Survey Final Report (2021) – This report established the baseline measures for public awareness, perspectives, behaviours, and priorities related to freshwater resources and watershed protection within the Regional District of Nanaimo. The survey was designed specifically to support future comparison surveys conducted at approximately five-year intervals.
- Regional District of Nanaimo Drinking Water and Watershed Protection Action Plan 2020-2030.
- DWWP Program outreach activities and resources, found at https://rdn.bc.ca/team-watersmart and https://www.getinvolved.rdn.ca/team-watersmart.

7. 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 for evaluation.

Please include with your proposal:

a) Corporate profile and relevant experience conducting public opinion, market research, benchmark, or citizen satisfaction surveys.
b) Description of the proposed project team, including roles, qualifications, and relevant survey research experience.
c) Description of proposed survey methodology, including sampling approach, survey delivery methods, target sample size, weighting approach, and statistical confidence levels.
d) Description of the proponent's experience supporting Privacy Impact Assessments and approach to providing information and assistance required to complete any PIA associated with the project, including incorporation of potential review timelines into the proposed schedule.
e) Description of the approach for maintaining comparability with the 2021 Freshwater Perspectives Survey while addressing current information needs.
f) Approach to achieving representative participation across municipalities, electoral areas, demographics, and water service areas.
g) Example(s) of similar public survey projects completed within the past five years.
h) Proposed project schedule, milestones, and deliverables.
i) Approach to data analysis, reporting, and presentation of findings.
j) Identification of project risks and proposed mitigation measures.
k) A statement of your firm's approach to advancing equity and sustainability in corporate operations and service provisions, including any certifications in this regard.
l) Comprehensive proposed fee, in Canadian Dollars, in a Schedule of Effort Table, identifying all project contributors, their per hour charge out rates, individual tasks, hours and all disbursements including travel.

Proposals will be evaluated on the following basis:

Understanding of Project Objectives	10%
Survey Methodology and Technical Approach	25%
Relevant Experience and Qualifications	15%
Work Plan and Schedule	10%
Quality of Reporting and Analysis Approach	10%
Fee Proposal	30%

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, including any "Contract A" obligations, 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

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT made the <Day> day of <Month>, 20<XX>.

BETWEEN:

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

(hereinafter called the "Regional District" or "Client")

AND:

<VENDOR NAME>
<Street Address>
<City, Province>
<Postal Code>

(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 'B' 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 <Enter Start Date> and ending on <Enter End Date>, unless sooner terminated as hereinafter provided.

3 Payment

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

SAMPLE

4 Independent Consultant

The Consultant will be an independent Consultant 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-Consultants

The Consultant will not, without the prior written consent of the Regional District, assign or subcontract this Agreement or any portion thereof. The Consultant may retain subconsultants to assist in the performance of the Services provided that the terms of this Agreement shall apply to the subconsultants and provided that the Consultant shall be wholly responsible for the professional standards, performance and all actions of the subconsultants. The Consultant shall only employ subconsultants having the appropriate standards, qualifications, and experience in their respective areas of expertise. Notwithstanding the foregoing, Consultant may, where appropriate, subcontract any portion of the Services its affiliates without the Regional District's prior written consent and Consultant shall remain liable for the performance of such affiliates.

6 Intellectual Property

If any Intellectual Property is developed by the Consultant in the course of or in connection with the performance of the Services, the Consultant retains ownership of such Intellectual Property. Provided the Regional District has paid the Consultant for the Services, the Regional District will have a non-exclusive license to use any proprietary concept, product or process of the Consultant which relates to or results from the Services for the life of the Project and solely for purposes of its own internal use and for updating the original work, with respect to that part of the Project to which the Services relate.

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 Limits of Liability and Consequential Damages Waiver

In consideration of the provision of the Services by the Consultant to the Client under this Agreement, the Client agrees that any and all claims which the Client may have against the Consultant, its employees, officers, agents, representatives and Sub-Consultants in respect of the Services, howsoever arising, whether in contract or in tort, save and except for claims arising out of or in connection with any malicious act or malicious omission under paragraph 9, shall be absolutely limited to $1,000,000 or the insurance limits as set out in Clause 10, whichever is lower.

No action or proceedings for any breach of this Agreement shall be commenced by either party after the expiry of 6 years after the completion of the Services.

The Consultant's liability to the Client is limited to that proportion of the Client's losses for which the Consultant is responsible under this contract and for which the Consultant has a legal liability. For the avoidance of doubt, the Consultant shall not be held liable for special, indirect, economic or consequential damages, including for loss of profit.

9 Indemnity

Notwithstanding the provision of any insurance coverage by the Client, and subject to paragraph 8, the Consultant shall indemnify and save harmless the Client, its officers, employees, agents, successors, assigns, representatives, Consultants and Other Consultants from and against any losses, claims, damages, actions and causes of action, costs, expenses, judgments and proceedings arising out of or in connection with any error, or negligent or malicious act or omission, by the Consultant or any of its officers, agents, representatives, employees or Sub-Consultants, except to the proportionate extent of any contributing negligent or wrongful act or omission of the Client, or any of its officers, agents, representatives, employees, Consultants or Other Consultants. The terms and conditions, of this indemnity provision shall survive the completion of all Services and the termination of this Agreement for any reason.

10 Insurance

At the Consultant's expense, provide and maintain any insurance that the Consultant is required to provide by law. The Consultant must provide satisfactory proof of insurance coverage to the Regional District upon request.

Comprehensive General Liability Insurance 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.

Professional liability (errors and omissions) insurance coverage shall be maintained to a limit of not less than $1,000,000 per claim, $2,000,000 aggregate within any policy year.

Automobile third party liability insurance in an amount not less than $2,000,000 inclusive per occurrence for bodily injury, death, and damage to property, covering all vehicles owned or leased by the Consultant.

The Consultant will responsible for paying any insurance deductibles.

11 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 immediately 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 'A', 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.

12 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 prior to the commencement of the work.

13 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.

14 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.

15 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 should 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.

16 Governing Law

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

17 Worksafe BC Coverage

Prior to the commencement of the work, all employers with employees must be registered with WorkSafe BC and remittance up to date. Self-employed proprietors or partners in a partnership, must have Personal Optional Protection coverage.

18 Delay in Performance

Neither the RDN nor the Consultant 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, pandemic, 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 Consultant 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.

19 Confidentiality and Privacy

Confidentiality

The Consultant will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Consultant 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 Consultant may disclose the Confidential Information:

(a) with the prior written consent of RDN;

(b) in strict confidence to the Consultant's professional advisors;

(c) to Subconsultants 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.

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

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 Consultant 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.

Collection or Use of Confidential Information

Except with the prior written consent of the RDN, the Consultant will not collect or use, and will ensure that its professional advisors and Subconsultants 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 Consultant will not collect or use, and will ensure that its professional advisors and Subconsultants do not collect or use, the Confidential Information to advance the commercial or other interests of the Consultant or any Subconsultant or any entity affiliated with the Consultant or any Subconsultant.

Privacy

The Consultant 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 Consultant under this Contract, as well as any resultant studies, documents, information, and date received by the RDN may be disclosed under FOIPPA. The Consultant will not do or omit to do anything that causes the RDN to be not in compliance with FOIPPA.

Publicity

The Consultant 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 Consultant will refer all media inquiries relating to the Services or the Contract to the RDN.

SIGNATORIES

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

For the Regional District of Nanaimo:

_____
Signature

_____
Printed Name, Title

For the Consultant, <Company Name or Consultant's Name>:

_____
Signature

_____
Printed Name, Title

REGIONAL DISTRICT OF NANAIMO

SCHEDULE 'A'
FEES & EXPENSES

Total compensation to be paid to the Consultant by the Regional District of Nanaimo shall not exceed a maximum of **$<Enter Amount>** in Canadian Dollars. This compensation includes all fees and expenses including GST. If the services are completed by the consultant at less cost than maximum 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 the Services.

The Consultant shall submit invoices to the Regional District 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. 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 subconsultants. Except for the amounts which the Regional District in good faith is disputing and except for invoices (or portions of invoices) in respect of which the Regional District has requested and not received supporting evidence, the Regional District shall pay invoices submitted to it for the Services within 30 days' receipt thereof.

REGIONAL DISTRICT OF NANAIMO

SCHEDULE 'B'
SCOPE OF WORK