



**REQUEST FOR PROPOSALS No. 20-048**

**Social Needs Assessment and Strategy**

**ISSUED:** August 27, 2020

**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 21, 2020**

**REGIONAL DISTRICT OF NANAIMO CONTACT FOR QUESTIONS:**

Courtney Simpson

Senior Planner, Long Range Planning

Strategic and Community Development

Telephone: 250-390-6510

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

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

Proposals will not be opened in public

## **INSTRUCTIONS TO PROPONENTS**

### **Closing Date/Time/Location**

Submissions must be received at the closing location on or before 3:00 PM (15:00 hrs), Local Time, on Monday, September 21, 2020.

Proposals must be submitted by email with “20-048 Social Needs Assessment and Strategy” as the subject line to: [planning@rdn.bc.ca](mailto:planning@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.**

### **Proposal Length**

The proposal will not exceed 10 pages (single sided, single lined, minimum 10-point font). Supplemental information may be provided in appendices to a maximum of 20 additional single sided pages.

### **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 will be signed by the authorized signatory of the Proponent.

### **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](http://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.

### **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.

### **Unsuccessful Vendors**

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

## 1. INTRODUCTION

The Regional District of Nanaimo (RDN) is seeking proposals from qualified consultants to lead the preparation of a Social Needs Assessment and Strategy (the Project). This will be the first Social Needs Assessment and Strategy for the region as a whole and will build on related projects and plans at the municipal or sector scale.

A regional partnership of the RDN, Town of Qualicum Beach, District of Lantzville, City of Nanaimo and Gabriola Island Local Trust Committee (Islands Trust) received a grant for the Project from the Union of BC Municipalities (UBCM) under the Poverty Reduction Planning & Action Program. UBCM requires that all project activities are completed by May 14, 2021.

The budget for the contract is \$140,000.00, exclusive of applicable taxes.

## 2. BACKGROUND

The RDN includes the municipalities of Nanaimo, Lantzville, Parksville and Qualicum Beach, seven electoral areas, and is within the traditional territory of Coast Salish First Nations. The Snuneymuxw, Snaw-Naw-As and Qualicum First Nation communities are located within the region (see Figure 1 – RDN Map 2020)

According to Island Health Local Health Area Profiles, 2019:

*Access to adequate income, affordable housing, education, healthy food, healthy environments and recreational opportunities influence our health and wellbeing. People who are less well-off generally have poorer health and shorter life expectancies than those who are well-off. By working upstream to improve the conditions in which all people live, work and play, we can decrease these gaps and improve the health and wellbeing of our population.*

In the RDN, measures of low income, housing affordability, and vulnerability in children are lower than the Island Health and BC average (2019 Local Health Area Profiles):

- The proportion of persons who are members of a low-income household in the RDN is higher than the Island Health and BC average for all age groups except for seniors (65+).
- Renting in the RDN less affordable than the Island Health and BC average with close to 50% of renters spending more than 30% of their income on housing.
- The proportion of children in the RDN with high vulnerability, based on the Early Development Instrument, is consistently higher than the Island Health and BC average.

### Geographic Scope:

Historically, initiatives related to social supports and community well-being in the RDN are undertaken at the sub-regional level, and the RDN is often thought of as the three separate areas of Nanaimo, Oceanside (Parksville and Qualicum Beach), and Gabriola Island. This Project covers the region as a whole. The regional approach is expected to increase the project's impact, as actions to address the same concern can be better coordinated across real and perceived boundaries.

Many people move freely throughout the region. For example, housing is often more affordable in the rural, electoral areas but most services are located in municipalities. So, a person living in Errington (Electoral Area F) may access stores and the Aquatic Centre in Qualicum Beach, and travel to the City of Nanaimo for complex medical care.

Partnerships and Collaborations:

The partnership between the RDN, Town of Qualicum Beach, District of Lantzville, City of Nanaimo and Gabriola Island Local Trust Committee will allow recommendations to be directed to these local governments as well as the RDN. A Local Government Working Group of key staff from each participating local government will be formed and will review deliverables with the RDN.

Three First Nation communities are within the RDN: Snuneymuxw, Snaw-Naw-As, and Qualicum. Their members access services in the RDN as well as in their home communities. The RDN has ongoing communication with these First Nations to learn how they would like to be involved in this project.

Collaboration with the Oceanside Health and Wellness Network, the newly forming Nanaimo Area Health Network and the Gabriola Health and Wellness Collaborative is integral to the Project. They will be key partners in developing the engagement plan and facilitating engagement events. The Oceanside Health and Wellness Network and the Nanaimo Area Health Network have a single Coordinator who is contracted through the RDN and funded by Island Health. The Gabriola Health and Wellness Collaborative is part of the Rural Division of Family Practice, Gabriola Island Chapter. Other key resources are The Society of Organized Services and the Society for Equity, Inclusion and Advocacy are community non-profit organizations who are supporters of the Project.

Focus Areas:

In line with *TogetherBC, British Columbia's Poverty Reduction Strategy*, key priority areas of the Project include families, youth and children, social supports, housing and homelessness, access to services, safe affordable transportation, and, discrimination and stigma.

- a) Families, youth and children: The RDN 2019-2022 Strategic Plan goal for social wellbeing focuses on children and families in acknowledgement of the high childhood vulnerability statistics for the region.
- b) Social supports: While most social supports are the responsibility of the provincial or federal government, the RDN can gain understanding as to where it may be uniquely positioned to enhance or refocus RDN programs and services to better support residents.
- c) Housing and Homelessness: Development of a Regional Housing Strategy is a strategic priority of the RDN in the 2019 - 2022 Strategic Plan, which will be informed by the Social Needs Assessment.
- d) Access to services: Using a Gender Based Analysis Plus (GBA+) an accessibility audit for local government services will be conducted. This will include review of both online and face-to-face access and improve integration of services so that the RDN's most vulnerable people can better take advantage of services that local governments provide. The audit will include tangible services such as recreation, parks, and transit, and intangibles such as reducing barriers to participating in the decisions of local governments that affect them.
- e) Safe, affordable transportation: In partnership with BC Transit, the Regional District of Nanaimo operates a regional public transit system. The Social Needs Assessment and Strategy project will be coordinated with the RDN transit system review planned to begin in 2021.
- f) Discrimination and stigma: Discrimination and stigma are significant barriers preventing people from accessing opportunities and breaking the cycle of poverty. Community engagement will seek to identify areas where discrimination and stigma are barriers and the strategy will include recommendations for how this can be addressed at the local government level.

### 3. SCOPE OF SERVICES

The scope of services for this contract includes preparation of an engagement plan, a service scan, leading public engagement, and creating the final strategy as outlined in the list below.

- a) Prepare an engagement plan for the project to be endorsed by the RDN Board. The engagement plan will be prepared with input from key stakeholders and the Local Government Working Group. The engagement plan will:
  - i. follow the RDN template for engagement plans that will be provided
  - ii. describe how people with lived and living experience with poverty will be supported in participating, and how barriers to participation will be addressed
  - iii. outline the role of the community health networks
  - iv. address restrictions on gatherings and requirements for physical distancing due to COVID-19
  - v. outline contingency plans for in-person events should there be further restrictions on gathering due to COVID-19 during the project
- b) Compile data related to poverty, wellness, and the social determinants of health in the RDN to establish a baseline from which to measure outcomes.
- c) Undertake a scan of services provided throughout the RDN to identify gaps. The scan will be informed by the map and pamphlet “Oceanside: A Guide to Local Agencies and Services” (2019), the Regional Child Care Assessment currently underway, and the current asset mapping project in the City of Nanaimo being done in partnership with Nanaimo Homeless Coalition and the City of Nanaimo’s Health and Housing Taskforce. Include a review of local government policies and programs that may be inadvertently creating barriers to poverty reduction.
- d) Prepare materials, coordinate and advertise for live and online engagement for the service scan and gap analysis. Ensure they are accessible to people living in poverty or with a lived experience in poverty. Hold live and online engagement meetings / events.
  - i. For online engagement, the Proponent will use a project page to be set up on [www.getinvolved.rdn.ca](http://www.getinvolved.rdn.ca). This page uses the *Bang the Table* platform and the Proponent is responsible for adding content to the page and setting up tools, such as the survey tool, for review by the RDN.
  - ii. Conduct an accessibility audit of local government services.
- e) Prepare a report on the service scan and gap analysis that is informed by the community and stakeholder engagement. Meet with the local government working group to review and plan for next steps.
- f) Prepare materials, coordinate and advertise for live and online engagement for development of a strategy to address the gaps identified earlier in the project. Ensure they are designed for participation of people living in poverty or with a lived experience in poverty. Hold live and online engagement meetings / events.
- g) Informed by the community and stakeholder engagement, draft the Social Needs Strategy. It will include recommendations that can be directly acted upon by RDN and partner local

- governments, where partnerships between local government and others are required, and where action falls to others for local governments to take an advocacy role.
- h) Meet with the local government working group to review and seek feedback on the draft.
  - i) Present the draft to partnering local governments and stakeholders.
  - j) Finalize the Social Needs Assessment and Strategy.
  - k) Hold community and stakeholder presentation and workshop to celebrate completion of the strategy, thank participants through provision of a meal (dependent on COVID-19 restrictions), and begin the conversation about implementation.

#### **4. DELIVERABLES, OUTCOMES AND SCHEDULE**

##### Project Deliverables:

- a) Engagement Plan
- b) Delivery of events and methods in Engagement Plan
- c) Service Scan and Gap Analysis (Social Needs Assessment)
- d) Social Needs Strategy
- e) Community and Stakeholder presentation and workshop after completion

Note: Any deliverables not identified in this RFP that the Contractor chooses to provide to the RDN must be listed in the proposal.

##### Project Outcomes:

- a) Recommendations for local government services to improve access for those living in poverty or at risk of poverty.  
*Impact: People living in poverty or at risk of poverty will have improved access to services they need and improved access to engage with local government about decisions that affect them.*
- b) Recommendations for new or expanded local government initiatives to help reduce or prevent poverty at the local level, identifying where other levels of government or non-governmental organizations may play a leadership or partnership role in filling the gap.  
*Impact: Partner local governments will have information about potential new or expanded initiatives grounded in a gap analysis and engagement with people living in poverty or with a lived experience in poverty, and this information may be used in strategic planning and budgeting.*
- c) Building on the RDN Regional Housing Capacity Assessment, addition of a poverty reduction lens to the issue of housing availability and affordability.  
*Impact: The Regional Housing Strategy identified as an action in the RDN 2019-2022 Strategic Plan will be informed by a poverty reduction lens through engagement with people living in poverty or with a lived experience in poverty through the Social Needs Assessment and Strategy.*

Project Schedule / Timeline:

Milestone / Task	Schedule
Post request for Proposals	August 27, 2020
RFP closing date	September 21, 2020
Award contract (anticipated)	October 2, 2020
Initiate project	October 5, 2020
Engagement Plan complete	November 2, 2020
Final deliverables to RDN no later than	May 14, 2021

**5. REFERENCE / BACKGROUND INFORMATION**

The following is not an exhaustive list:

- a) Resource pamphlets and lists available at [RDN Affordable Housing Webpages](#)
- b) [Surviving in Nanaimo Guide](#)
- c) [Regional Housing Needs Report](#)
- d) [Nanaimo Affordable Housing Strategy](#)
- e) [Nanaimo’s Action Plan to End Homelessness 2018-2023](#)
- f) [Nanaimo Integrated Coordinated Access Model Presentation to Health and Housing taskforce June 10, 2020](#)
- g) [Oceanside Health and Wellness Network](#)
- h) [RDN Recreation Services Master Plan](#)
- i) [RDN Oceanside Older Adult Recreation Assessment & Mapping](#)
  - a. [RDN Age Friendly Community Recreation Web Map](#) (in progress)
- j) [RDN Northern Recreation Services Community Facilities and Program Accessibility and Inclusion](#) (2018)
- k) [2020 Gabriola Health Report](#)

**6. 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:

Corporate Qualifications and Experience

- a) Corporate background, history, and areas of expertise.
- b) 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.

Experience, Depth, and Breadth of Project Team

- a) Curriculum vitae of key project team members, reasons why they were selected for this project and explanation of how they will add value to the project. Relevant experience, qualifications,

credentials, and notable achievements in each area of the work should be detailed. In particular, the experience with the following should be detailed:

- i. community and stakeholder engagement using alternatives to in-person methods
  - ii. engagement with people with lived experience in poverty
  - iii. project work with local governments
  - iv. collective impact
  - v. social determinants of health
- b) Any sub-consultants proposed and provide a similar summary as above.

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) 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) Describe how your firm will monitor the project progression and provide regular status reports.

Project Management and Quality Assurance

Describe your quality management process and any certifications.

Proposed Fee

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.

All costs associated with meeting expenses, advertising, honoraria for participants, and printing are not included in the value of this contract and are covered under a separate RDN budget.

The budget for the contract is \$140,000.00, exclusive of applicable taxes. Any applicable taxes should be shown as a separate line item.

Evaluation Criteria:

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.



Evaluation Criteria		Point Value	X Rating	Total Score
Corporate Qualifications and Relevant Experience		10		
Experience, Depth, and Breadth of Project Team		20		
Approach and Methodology		20		
Project Management and Quality Assurance		10		
Proposed Fees		40		
<b>Total</b>		<b>100</b>		
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

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 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 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.

## **7. *Proposed Purchase Contract***

The RDN's preferred form of Contract is attached herein. Proponents should carefully review this form of Contract. Proponents may (but are not required to) request that RDN consider revisions to the form of Contract, including the scope of Services. Proponents should submit such requests to the RDN well before the Closing Date and Time. If the RDN agrees to a request received prior to the Closing Date and Time, the RDN will issue an Addendum to modify the Contract. Failure to do so means acceptance of the agreement as presented.

## **8. *General Conditions***

### **8.1 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.

### **8.2 Privilege Clause**

The lowest or any proposal may not necessarily be accepted.

### **8.3 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.

### **8.4 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.

### **8.5 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.

### **8.6 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.

8.7 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.

8.8 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.

8.9 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.

Figure 1 Regional District of Nanaimo Map



# DRAFT

## AGREEMENT FOR SERVICES

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

BETWEEN:

**REGIONAL DISTRICT OF NANAIMO**

6300 Hammond Bay Road  
Nanaimo, BC V9T 6N2

(the "Regional District")

OF THE FIRST PART

AND:

<Company Name>

<Company Street Address>

(the "Consultant")

OF THE SECOND PART

### WHEREAS:

- A. The Regional District called for proposals for the provision of consulting services for <insert project title> (the "Project"), and the Consultant in reply submitted a proposal dated <insert date>. A copy of the request for proposals is attached as Schedule "C" to this Agreement, and a copy of the Consultant's proposal is attached as Schedule "D" to this Agreement.
- B. The Regional District has agreed to engage the Consultant and the Consultant has agreed to provide the services described in Schedule "A" to this Agreement (the "Services") to the Regional District in respect of the Project on the terms and conditions set out in this Agreement.

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

### 1.0 DEFINITIONS

1.1 In this Agreement:

- (a) “**Agreement**” means this agreement and all attached schedules; and
- (b) “**Services**” means the services to be provided by the Consultant, as described in Schedule “A” to this Agreement.

## 2.0 TERM

2.1 The term of this Agreement is for the period commencing **<insert date>** and terminating on **<insert date>** (the “**Term**”), subject to earlier termination as provided in Part 7 of this Agreement.

## 3.0 CONSULTANT'S DUTIES AND RESPONSIBILITIES

3.1 The Consultant must:

- (a) provide the Regional District with the Services throughout the Term, in accordance with the specifications and requirements set out in Schedule “A” and the Consultant’s proposal set out in Schedule “D” to this Agreement, and to the satisfaction of the Regional District;
- (b) supply all labour, equipment and material, and do all things necessary for the provision of the Services;
- (c) perform the Services for the Regional District with that degree of care, skill and diligence normally utilized by consultants having similar qualifications and performing duties similar to the Services;
- (d) charge only the fees that the Consultant is entitled to under this Agreement for the provision of the Services;
- (e) provide and maintain at the Consultant’s expense any insurance that the Consultant is required to provide by law, or that is reasonably necessary to insure against any risks one may assume as a result of entering into this Agreement. Without limiting the foregoing, the Consultant must provide and maintain at the Consultant’s expense any insurance specifically required in Schedule “B” to this Agreement. The Consultant must provide satisfactory proof of insurance coverage to the Regional District upon request;
- (f) be registered as an employer with WorkSafeBC, and maintain workers compensation coverage with WorkSafeBC for the Consultant and its employees;
- (g) provide satisfactory proof of the Consultant’s WorkSafeBC coverage to the Regional District upon request;
- (h) not subcontract any of its obligations under this Agreement without the Regional District’s prior written consent;

- (i) ensure that all of the Consultant's subcontractors, subconsultants and partners that operate an independent business are registered with WorkSafeBC and have Personal Optional Protection coverage;
- (j) not commit or purport to commit the Regional District to the payment of any money to any person, firm or corporation, without the Regional District's prior written consent;
- (k) keep proper and accurate books of account and records of any and all monies received and disbursed in the provision of the Services and make the books of account and records available for inspection and audit by the Regional District or its authorized representatives upon request;
- (l) comply with all laws applicable to the provision of the Services including all applicable health and safety standards, rules, regulations, requirements and codes of practice prescribed under any federal, provincial or local government statute, regulation, bylaw or permit relating in any respect to the Consultant's provision of the Services;
- (m) comply with the Consultant's obligations set out in Schedule "E" to this Agreement; and
- (n) during the Term, not perform a service for or provide advice to any person, firm or corporation which gives rise to a conflict of interest with the duties and obligations of the Consultant to the Regional District under this Agreement.

#### **4.0 CONSULTANT REPRESENTATIONS AND WARRANTIES**

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

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

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

5.1 In consideration for the provision of the Services, the Regional District shall pay to the Consultant the fee for all Services rendered under this Agreement according to the amounts, method and times of payment set out in Part 26.0 and Schedule "A" to this Agreement, plus any Goods and Services Tax applicable.

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

## **6.0 INDEMNIFICATION**

6.1 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.

## **7.0 TERMINATION**

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

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

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

## **8.0 CONFIDENTIALITY**

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

## **9.0 NOTICE**

9.1 Any notice required to be given under this Agreement will be deemed to be sufficiently given:

- (a) if hand/courier delivered, at the time of delivery;
- (b) if sent by email to the email addresses set out below, once it has been electronically transmitted; and



- (c) if mailed and accepted by any government post office and addressed as follows:

if to the Regional District 6300 Hammond Bay Road  
Nanaimo, BC V9T 6N2  
Attention: <insert project manager name>  
Email: <insert email address>  
Fax: <insert fax or delete this line>

if to the Consultant: <insert consultant address>  
Email: <insert email address>  
Fax: <insert fax or delete this line>

- 9.2 The parties agree that any changes to the above contact information for notices under this Agreement will be provided to the other party in writing.

## 10.0 TIME

- 10.1 Time is of the essence of this Agreement.

## 11.0 BINDING EFFECT

- 11.1 This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees.

## 12.0 SURVIVAL OF CERTAIN COVENANTS

- 12.1 The covenants and agreements contained in sections 3.1(l), 6.1, and 8.1 shall survive the expiry or earlier termination of this Agreement and those sections are severable for that purpose.

## 13.0 RELATIONSHIP

- 13.1 The legal relationship between the Consultant and the Regional District is that of an independent consultant and purchaser of services, and, in particular and without limiting the generality of the foregoing, nothing in this Agreement shall be construed so as to render the relationship between the Consultant and the Regional District to be that of employee and employer.

- 13.2 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.

#### **14.0 NO ASSIGNMENT**

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

#### **15.0 WAIVER**

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

#### **16.0 ENTIRE AGREEMENT**

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

#### **17.0 LAW APPLICABLE**

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

#### **18.0 CONFLICT**

18.1 In the event of a conflict between a provision in this Agreement and a provision in a schedule attached to this Agreement, the provision in this Agreement shall prevail.

#### **19.0 HEADINGS**

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

#### **20.0 INTERPRETATION**

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

#### **21.0 DISPUTE RESOLUTION**

21.1 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.

21.2 If the parties are unable to negotiate a resolution within 30 days of the Dispute Notice, the parties may request the assistance of a mediator agreed to by the parties within 30 days written notice of a request to appoint a mediator by any party, failing which the mediator will be appointed by the B.C. International Commercial Arbitration Centre (BCICAC), and unless the parties agree otherwise, this mediation will follow BCICAC rules and will terminate 60 days after the appointment of the mediator.

21.3 The parties will be responsible for their own costs under the dispute resolution process set out in this part 21.0.

## **22.0 COUNTERPARTS**

22.1 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.

## **23.0 DOCUMENTATION, PATENT AND COPYRIGHT**

23.1 **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.

23.2 **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.

23.3 **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.

## **24.0 DELAY IN PERFORMANCE**

24.1 Neither the Regional District 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, 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 Regional District 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.

## **25.0 SEVERABILITY**

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

## **26.0 PAYMENT**

26.1 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.

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

- 26.3 Except for the amounts which the Regional District in good faith is disputing and except for any set off which the Regional District may claim 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.
- 26.4 The Consultant shall keep and shall cause any Subconsultants to keep books, records, documents and other evidence relevant to the provision of the Services in accordance with generally accepted accounting principles and practices consistently applied. The Regional District or any of its duly authorized representatives shall for the purpose of audit and examination have access to and be permitted to inspect such books, records, documents and any other evidence for inspection, copying and audit for a period of three years after the termination, for any reason, of this Agreement.

## **27.0 SUBCONSULTANTS**

- 27.1 Subject to section 3.1(h) and 14.1, 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.

## **28.0 WORK AND SERVICES OMITTED**

- 28.1 Upon receipt of written direction from the Regional District, the Consultant shall omit Services to be performed under the Agreement. The Consultant shall have no claim against the Regional District for loss associated with any omitted Services.

## **29.0 THIRD PARTY RIGHTS**

- 29.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Regional District and the Consultant.

## **30.0 COLLECTION OF PERSONAL INFORMATION**

- 30.1 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



## SCHEDULE "A"

### A.1 SERVICES

<Insert scope of services and timelines>

### A.2 DELIVERABLES

<Insert deliverables and outcomes>

### A.3 FEES

1. The total fee to be paid to the Consultant by the Regional District shall not exceed a maximum of **<insert upset amount>**. This fee includes all expenses, disbursements and GST. Hourly rates outlined in the proposal, billed in quarter hour increments, subject to prior agreement by both parties, may be charged by the Consultant should the scope of the study be modified to include any supplemental work. Rates are firm for the initial term and any subsequent term extensions.
2. If the Contractor 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.

## SCHEDULE "B"

### INSURANCE

1. The Consultant shall, at its own expense, provide and maintain throughout the Term the following minimum insurance in a form acceptable to the Regional District and with an insurer licensed in British Columbia:
  - a. **Comprehensive General Liability** in an amount not less than two million dollars (\$2,000,000.00) inclusive per occurrence against bodily injury and property damage. The Regional District is to be added as an additional insured under this policy.
  - b. **Automobile Third Party Liability Insurance** on all owned or leased vehicles in an amount not less than two million dollars (\$2,000,000.00)
  - c. **Professional Liability Insurance** of \$250,000 per claim and \$1,000,000.00 aggregate.
2. All the foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the Regional District.
3. The Consultant shall provide the Regional District with evidence of all required insurance prior to the commencement of the Services. Such evidence shall be in a form acceptable to the Regional District. When requested by the Regional District, the Consultant shall provide certified copies of required insurance policies.
4. All required insurance shall be endorsed to provide the Regional District with thirty days (30) advance written notice of cancellation or material change.
5. The Consultant hereby waives all rights of recourse against the Regional District with regard to damage to the Consultant's property.
6. The Consultant shall require and ensure that each subconsultant maintain liability insurance comparable to that required above.
7. Unless specified otherwise, the duration of each insurance policy shall be from the date of commencement of the Services until the date of the final payment.

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



**SCHEDULE “C”**

**RDN REQUEST FOR PROPOSALS**

**<insert project title>**

Attached

SAMPLE

**SCHEDULE “D”  
PROPONENT’S PROPOSAL**

**<insert project title>**

Attached

SAMPLE