



REQUEST FOR TENDERS No. 23-062

Transportation of Sludge from NBPCC to FCPCC

ISSUED: August 30, 2023

CLOSING DATE AND TIME:

Tenders must be received on or before:

3:00 PM (15:00 hrs) Pacific Time on September 21, 2023

Regional District of Nanaimo Contact for Questions:

Lili Torres, Special Projects Coordinator – Wastewater Services

Telephone: 250-390-6560 Extension 6145

Email: ltorres@rdn.bc.ca

Optional Site Visit

Nanoose Bay Pollution Control Centre

3260 Schooner Cove Drive

September 13, 2022, at 2 pm. The tour will continue to FCPCC if there is enough interest from contractors.

Please RSVP 48 hours in advance to: ltorres@rdn.bc.ca

High visibility vests and steel toes boots required.

Deadline for questions is three (3) business days before the closing date.



Instructions to Bidders

Article 1. Closing Date/Time/Location

Bidders must submit their Tender on or before 3:00 PM (15:00 hrs), Pacific Time, September 21, 2023

Submission Method:

By Email: In PDF format with “**23-062 Sludge Delivery**” as the subject line at this electronic address:

ltorres@rdn.bc.ca

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

The Regional District of Nanaimo (“RDN”) will not be held responsible for any technological delays. Tenders received by any other manner will not be accepted. Tenders will not be opened in public.

An optional site visit will be held at Nanoose Bay Pollution Control Centre at 3260 Schooner Cove Drive, Nanoose Bay, BC on September 13, 2023, at 2 pm to allow Proponents to familiarize themselves with the site-specific requirements at the pick-up location. Should Proponents be interested, the RDN representatives can also show FCPCC, the unloading site, after the initial site visit. Please RSVP 48 hours in advance to ltorres@rdn.bc.ca.

Proponents are required to bring steel toed boots and a high visibility vest.

ARTICLE 2. Scope of Work

Tenders are invited from qualified and experienced firms. The firm selected from this Request for Tenders (the “Contractor”) will transport sludge from Nanoose Bay Pollution Control Centre (NBPCC) located at 3260 Schooner Cove Drive, Nanoose, BC to French Creek Pollution Control Centre (FCPCC) located at 957 Lee Road, Parksville, BC. Sludge will be transported by vacuum trucks with the capacity to transport 3,000 imperial gallons of wastewater sludge per trip.

The Contractor’s truck drivers will load sludge by connecting their truck’s vacuum hose to the above-ground storage tank at NBPCC. Sludge will be delivered at FCPCC’s Septage receiving facility in accordance with all reporting and other requirements of the receiving facility. The sludge holding tank(s) at NBPCC must be completely pumped out when transport is requested unless otherwise specified by the NBPCC Operator. Three to four times a year there will be a request for a pump out from the scum pit to go together with the sludge tanks pump out at NBPCC and deliver to FCPCC as a regular delivery. The Contractor must keep loading and unloading sites clean and remove all debris from their activities.

The Contractor truck’s vacuum hoses and other associated equipment must be compatible with sludge holding tank loading facility at NBPCC, and with the delivery location at FCPCC’s septage receiving facility. Sludge must not be spilled during transfer.



Pumping out the sludge storage tank at NBPCC is completed two (2) times per a week on Tuesday and Friday or Monday and Thursday. In summer, pumping can occur up to three (3) times per week on Monday, Wednesday, and Friday if requested by the NBPCC Operator.

The Contractor will perform the work on an as-required basis, according to the requirements of the RDN. The Contractor will arrive at the agreed upon time, location, and schedule as planned with the NBPCC Operator. Should a schedule change be required, the Contractor will notify the NBPCC Operator as soon as possible.

In the event of a spill, the Contractor will follow all spill reporting requirements from the BC Ministry of the Environment and Emergency Management BC (EMBC). The Contractor will also be required to notify any spills of wastewater sludge to the Chief Operator at FCPCC. The Contractor must have spill kits on their vacuum trucks.

Invoicing for sludge hauling will be monthly. The RDN's Septage Disposal user rate (currently \$0.29/gallon) will not be included in the invoices as it is handled as an internal charge.

The sludge hauling transport charge must include all costs to be charged to the RDN for completing this work including any applicable permit fees, contract administration, insurance, sub-contractor costs, and all other costs, except for the RDN's Septage Disposal user rate if applicable.

The contract will be for two-year term with the possibility of extension for an additional two (2) year term. Fixed pricing is required over the initial two-year term.

Extension is subject to mutual and successful price negotiations between both parties confirmed in writing. Extension is also subject to budget being available, and RDN internal approval being obtained.

Appendix A – Specifications contains more detailed requirements pertaining to sludge transport, and delivery.

ARTICLE 3. Examine Documents

The Tenderer must carefully examine the Contract Documents. Should a Tenderer find discrepancies in, or omissions from the drawings or other documents, or should they be in doubt as to their meaning, they should, prior to submitting their Tender, notify the RDN in writing. The Tenderer may not claim, after the submission of a Tender, that there was any misunderstanding with respect to the conditions imposed by the documents.

No verbal agreement or conversation made or had at any time with any officer, agency or employee of the RDN will affect or modify any of the terms or obligations herein stated or deemed to be any representation of warranty.

Article 4. Addenda

If the RDN determines that an amendment is required to this Tender, the RDN will post an addendum on the RDN (www.rdn.bc.ca/current-bid-opportunities) and BC Bid websites (www.bcbid.gov.ca). Each addendum will be incorporated into and become part of the Tender. No amendment of any kind to the



Tender is effective unless it is contained in a written addendum issued by the RDN. It is the sole responsibility of the Tenderer to check and ensure all addenda are included prior to submitting their final Tender submission.

ARTICLE 5. Tender Price

All pricing is to be in Canadian Dollars and is to include all transportation costs to site. Prices will be filled in on the Tender Form. In the event of a price extension discrepancy when calculating the total contract value, the RDN reserves the right to correct the totals.

ARTICLE 6. Federal and Provincial Sales Taxes

GST and PST will be shown separately on the Tender Form based on the total contract value.

ARTICLE 7. Tender Signing

The Tender must be executed by an authorized signatory in a position to legally bind their Company to the information contained in the Tender Form.

ARTICLE 8. Revisions to Tenders

Any revision to the Tender by the Tenderer must be in writing properly executed and received prior to the posted closing date and time as per the submission instructions outlined in Article 1.

ARTICLE 9. Tender Withdrawal

A Tenderer may without prejudice, withdraw their tender on written request received prior to the posted closing date and time as per the submission instructions outlined in Article 1.

ARTICLE 10. Tender Rejection

.1 The RDN reserves the right to reject any or all Tenders or accept other than the lowest Tender and to accept the Tender which it deems most advantageous.

.2 The RDN may reject a Tender if:

- a) After investigation and consideration, the RDN concludes that the Tenderer is not qualified to do the work and/or cannot do the work and perform the Contract in a manner satisfactory to the RDN.
- b) A Tender contains qualifying conditions or otherwise fails to conform to these Instructions to Tenderers.
- c) A Tender is incomplete, is considered incomplete in the Instructions to Tenderers, is obscure or irregular, which has erasures or corrections in the Tender Form, in which prices are omitted or are unbalanced, or which has an insufficient or irregular surety.
- d) The RDN may, in its absolute discretion, reject a Tender submitted by Tenderer if the Tenderer, or any officer or director of the Tenderer is or has been engaged either directly or indirectly through another corporation in a legal action against the RDN, its elected or appointed officers and employees in relation to:
 - any other contract for works or services; or

- any matter arising from the RDN's exercise of its powers, duties, or functions under the Local Government Act or another enactment within five years of the date of this Call for Tenders.

In determining whether to reject a Tender under this clause, the RDN will consider whether the litigation is likely to affect the Tenderer's ability to work with the RDN, its consultants, and representatives and whether the RDN's experience with the Tenderer 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 Tenderer.

- .3 The RDN may reject all Tenders if for any reason the RDN considers to be in its best interest to do so, including without limitation for any of the following reasons:
- a) the lowest Tender that the RDN considers otherwise acceptable is higher than the funds budgeted or otherwise available.
 - b) the RDN decides not to proceed or decides to defer.
 - c) if only one bid is received, then the Tender will be reissued unless a financial analysis indicates that the sole bid represents a good value for the taxpayers
 - d) the RDN is delayed in obtaining, or is unable to obtain, all approvals or consents it considers necessary, whether required by law or otherwise.
- .4 The RDN reserves the right to consider and to reject any Tender or all Tenders without notice to a Tenderer or Tenderers and without permitting a Tenderer to provide additional information.
- .5 In no event will the RDN be responsible for a Tenderer's costs of preparing or submitting a Tender.

ARTICLE 11. Award

Awards will be made on Tenders that will give the greatest value based on price and delivery. The lowest, or any Tender may not necessarily be accepted. The RDN will, following receipt of an acceptable Tender, issue in writing a Notice of Intent Award to the successful Tenderer.

ARTICLE 12. Form of Agreement

The RDN Contractor Services agreement is enclosed at the end of this document. Tenderers should carefully review this form of Contract. Tenderers may (but are not required to) request that RDN consider revisions to the Contractor Services Agreement, including the Scope of Services. Tenderers 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 Time, then RDN will issue an Addendum to modify the Contract. Failure to do so means acceptance of the agreement as presented.

ARTICLE 13. No Claim for Compensation

Except as expressly and specifically permitted in these Instructions to Tenderers, no Tenderer will have any claim for any compensation of any kind whatsoever, by participating in the tender, and by submitting a bid each Tenderer will be deemed to have agreed that it has no claim.



ARTICLE 14. Solicitation of Board Members

If a member of the Board, or a person who was a member of the Board in the previous six months has a direct or indirect interest in the contract, then the Tenderer will report this to the RDN in accordance with Section 107 of the *Community Charter* upon being notified of the award of the contract.

The Tenderer warrants and represents that it has not received any information or a record from any Board member or former Board member contrary to Section 108 of the *Community Charter*.” The successful Tenderer will be required to direct all communications related to their contract through the staff members responsible for the project.

ARTICLE 15. Freedom of Information and Protection of Privacy Act

All documents submitted to the RDN will be held in confidence by the RDN, subject to the provisions of the Province of British Columbia’s *Freedom of Information and Protection of Privacy Act*. All Tenders become the property of the RDN.

ARTICLE 16. Conflict of Interest

The Tenderer declares that it has no financial interest, directly or indirectly in the business of any third party that would be or be seen to be a conflict of interest in carrying out the services. It warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Tenderer, has any financial or personal relationship or affiliation with any elected official or employee of the RDN or their immediate families which might in any way be seen to create a conflict.

ARTICLE 17. Collusion

The Tenderer will not engage in collusion of any sort and will ensure that no person or other legal entity, other than the Tenderer has an interest in the Tenderer submission and prepare the submission without any knowledge of, comparison of figures with, or arrangement with any other person or firm preparing a Submission for the same work.



TENDER FORM
23-062 Transportation of Sludge from NBPCC to FCPCC
Page 1 of 2

Date: _____

Company Name: _____

Address: _____

Telephone: _____ Email: _____

Tender Form must be submitted By Email:

In PDF format with **"23-062 Sludge Transportation"** as the subject line at this electronic address:
ltorres@rdn.bc.ca

The RDN will not be held responsible for any technological delays. Tenders received by any other manner will not be accepted. Tenders will not be opened in public.

Having examined the Tender documents including any addenda, we hereby offer to perform the Work set forth in the aforesaid documents for the Contract Pricing below. Prices include the Contractor's labour, material, equipment, material costs, transportation costs, overhead and profit and will represent the cost to the RDN of such charges excluding taxes which will be shown separately.

Rate before tax: \$ _____ (\$ /sludge haul)

ACCEPTANCE

- .1 Pricing is in Canadian Dollars and fixed for a period of two-year from the date of notification of award.
- .2 Price must include all costs to transport and deliver the sludge from NBPCC at 3260 Schooner Cove Road to the designated delivery location FCPCC located at 957 Lee Road, Parksville, BC, V9P 1Z4. Price shall not include the RDN septage disposal user rate (\$0.29/gallon) as it is handled as an internal charge.
- .3 The Tender is open to acceptance for a period of sixty (60) calendar days from the date of bid closing.
- .4 We understand that the lowest or any Tender will not necessarily be accepted. The RDN may also elect not to proceed with the Project.



- .5 The RDN reserves the right to waive minor defects or irregularities in the Tender.
- .6 The RDN does not pay fuel surcharges.

Company: _____

Signature: _____
(Authorized Officer)

Printed: _____
(Authorized Officer)

Appendix A - Specifications

Notes:

- Sludge must come from Nanoose Bay Pollution Control Centre (NBPCC) located at 3260 Schooner Cove Road, Nanoose, BC
- Sludge delivery will be received at French Creek Pollution Control Centre (FCPCC) located at 957 Lee Road, Parksville, BC

Delivery Requirements:

Deliveries will be scheduled with the operator at FCPCC in advance. Sludge will be delivered during FCPCC and NBPCC daytime shift from 8 am to 4 pm on regular workdays (excluding weekends or statutory holidays) unless approval has been obtained otherwise from the RDN in advance. The Delivery location is FCPCC at 957 Lee Road, Parksville, BC.

Vacuum trucks, hoses, and other equipment needed must be compatible with both the loading and delivery locations. Sludge must not be spilled during transfer.

The Delivery points location map is enclosed.

Estimated Annual Volume

351,000 - 468,000 gallons/year

Inspection:

The RDN can perform regular inspections during the contract to ensure the scope requirements are being met. If scope requirements are not being met, the RDN will notify the Contractor. The Contractor must ensure deficiencies are remedied within 30 days of this notification.

Environmental Management System:

The Contractor must meet requirements of Wastewater Service's Environmental Management System (ISO 14001:2015). These requirements are specified in the department's Contractor-Supplier Package which must be signed by the successful Tenderer. This package can be found on the following webpage: <http://www.rdn.bc.ca/cms/wpattachments/wpID1133atID8478.pdf>

General Requirements:

The work must be completed in accordance with all applicable federal, provincial, and municipal and local government laws, bylaws, regulations, codes, and standards.

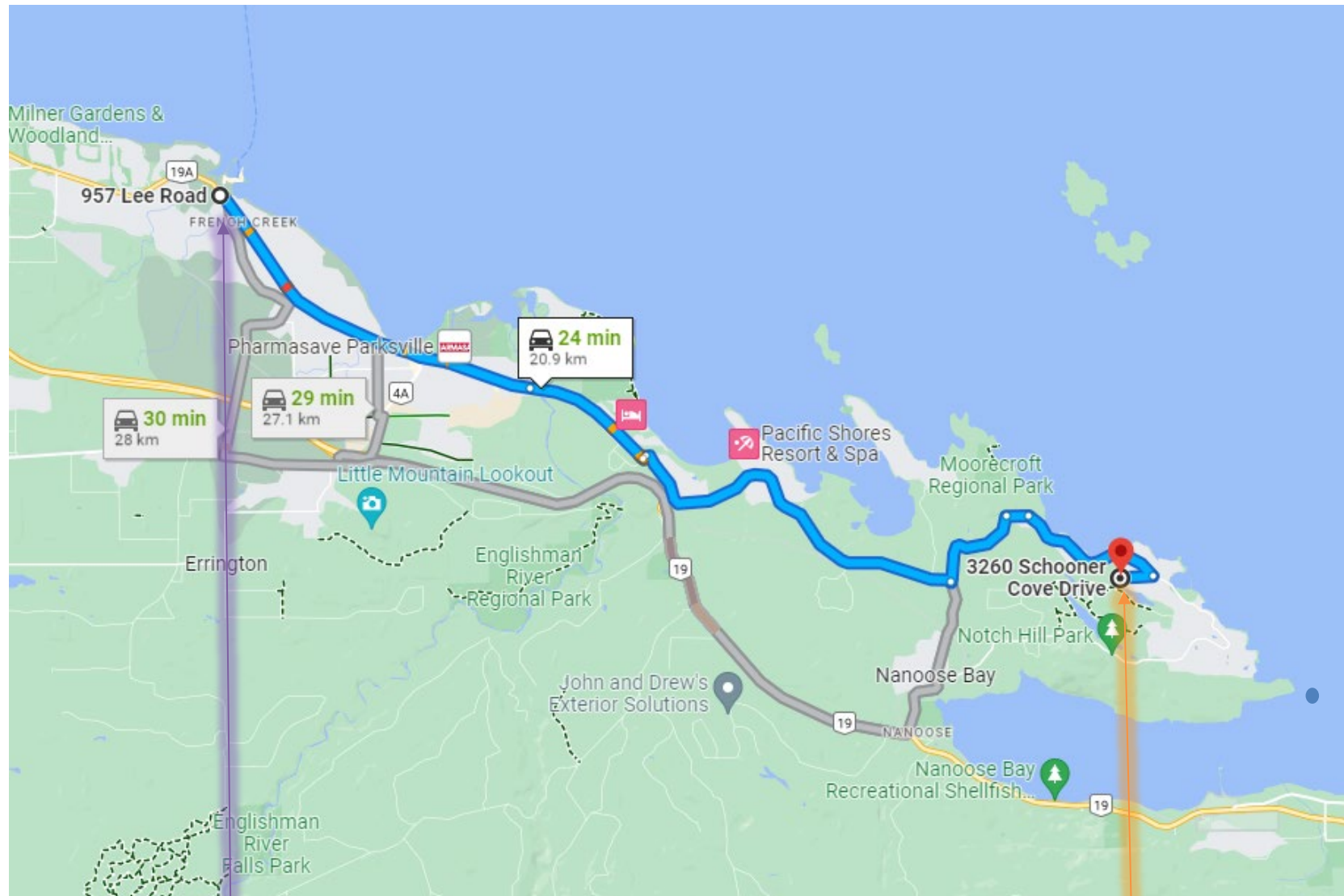
The Contractor is responsible for the overall management and administration for transport and delivery of the product. Management must include the provision of competent management and administrative staff, appropriate liability insurance, permits, financing and other functions related to the contract administration.

The Contractor is responsible for cleaning up any spills in transport, when offloading the sludge at FCPCC, and when loading at NBPCC. The Contractor must meet all requirements of the *BC Spill Reporting Regulation* in the event of a spill. The Contractor must also notify FCPCC's Chief Operator in the event of any spills.

The Contractor will also comply with all statutory occupational health and safety requirements under or in connection with the *Workers Compensation Act* and *Occupational Health and Safety Regulation* and the Contractor represents and warrants to the Regional District that it follows all requirements of the *Workers Compensation Act*, including with respect to registration and payment of assessments. The Contractor must also always comply with all site-specific safety and personal protective equipment (PPE) requirement. Contractor safety orientation training will be provided within the first weeks of this contract's commence, for which the selected contractor needs to attend and participate.

SLUDGE DELIVERY POINT MAP

NBPCC TO FCPCC



Drop Off Point – FCPCC
located at 957 Lee Road

Pick up point – NBPCC located
at 3260 Schooner Cove Drive

REGIONAL DISTRICT OF NANAIMO
CONTRACTOR 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 contract will be for two-year term with the possibility of extension for an additional two (2) year term. Fixed pricing is required over the initial two-year term.

Extension is subject to mutual and successful price negotiations between both parties confirmed in writing. Extension is also subject to budget being available, and RDN internal approval being obtained

The Contractor will provide the Services during the period (hereinafter called the "Term") commencing on November 1, 2023 and ending on November 1, 2025 unless sooner terminated or extended as hereinafter provided.

Upon expiration of the Term, the contract will continue on a month to month basis at the same pricing and terms and condition until either party provides the other with 30 calendar days' cancellation notice or until an extension is provided.

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. The Contractor must follow all the RDN safety requirements at site.

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 cancel this agreement at anytime by providing the other party with 60 calendar days' written notice.

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 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. Judge of Work

The REGIONAL DISTRICT shall be the final judge of all work in respect of both quality and quantity and their decisions of all questions in dispute with regard thereto will be final.

18. 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.

19. 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. 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.

20. Use of Premises

The Contractor shall abide by, and shall ensure its employees abide by, all appropriate regulations, including but not limited to regulations relating to fire, safety, parking, traffic control and health. The Contractor will ensure that all of its employees are aware of the applicable regulations.

21. Clean Up

The Contractor shall at all times conduct the work in an orderly and reasonably tidy manner and shall at suitable intervals remove any accumulation of rubbish or refuse materials. At no time shall any person

employed by the Contractor or by any of his Subcontractors discard any litter or garbage on or adjacent to the site, except into a suitable container. Upon completion and before final acceptance of the work, the Contractor shall remove all rubbish, surplus, or discarded materials and equipment and shall leave the site in a clean and neat condition.

22. 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.

23. CONFIDENTIALITY AND PRIVACY

23.1 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.

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.

23.2 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.

23.3 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.

23.4 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 data 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.

23.5 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.

24. 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

For the Contractor:

Signature

Printed Name

SCHEDULE "A"

SCOPE OF WORK

“Contract Documents” consist of the following documents which copies are attached to this Agreement:

- (1) This duly executed Agreement
- (2) The duly executed Tender Form
- (3) All Addenda
- (4) Written Specifications
- (5) The Tender Documents
- (6) Other relevant documents.

SCHEDULE "B"

CONTRACT PRICE

The Contract Price shall be the sum in Canadian Dollars of the following:

(a) Up to the Tender Price of \$ _____/sludge haul

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.

The REGIONAL DISTRICT does not pay fuel surcharges.

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.