



REQUEST FOR PROPOSALS No. 25-052

Parks Wildfire Risk Management Strategy

ISSUED: December 10, 2025

CLOSING DATE AND TIME:

Submissions must be received on or before:

3:00 PM (15:00 hrs) Local Time on January 29, 2026

Submissions and Questions are to be directed to:

Kaitlin Fader – Parks Natural Areas Operations Coordinator

recparks@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 January 29, 2026

Submission Method:

By Email: In PDF format with “25-052 RDN Wildfire Risk Management Strategy” as the subject line at this electronic address:

recparks@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 purpose of this Request for Proposal is to solicit submissions from qualified firms to develop a Wildfire Risk Management Strategy (WRMS) for RDN Parks. The strategy will guide wildfire risk assessment, mitigation, education, and operational planning across Regional and Community Parks and Trails.

The work is to be completed by September 2026, with fieldwork and engagement occurring in Q1 of 2026.

3. BACKGROUND

This project was initiated through the 2022 RDN Parks and Trails Strategy (Goal 4, Action 4.3). It supports climate resilience, emergency preparedness, and ecological protection. The WRMS will align with multiple RDN plans and policies, including the Biodiversity Plan, Community Wildfire Resiliency Plans, and Climate Change Adaptation Strategy.

4. SCOPE OF SERVICES

The successful proponent will:

- Conduct wildfire risk inventory and gap analysis across RDN parks and trails.
- Develop wildfire risk management policies, standard operating procedures, and inspection procedures.
- Provide general recommendations on how Wildfire Risk Management Strategies and Fire Smart Principles can be included in future management plans and management plan updates.
- Design public and staff education strategies.
- Create an actionable implementation plan including vegetation management and FireSmart integration.
- Design and implement engagement events for interested and affected parties, including First Nations, fire departments, and stewardship groups including but not limited to; two public open-house events, three workshops/facilitated discussions with local fire departments and RDN staff, and one online survey to engage with the public.

5. OBJECTIVES AND DELIVERABLES

Objective 1: Wildfire Risk Inventory and Gap Analysis

Deliverables:

- a. Inventory RDN Parks and Trails, identifying wildfire risk indicators, ignition hazards, proximity to wildland/urban interface. This includes field verification of parks with considerable risk factors and areas of little/no information.
- b. Identify specific gaps or barriers to response to a wildfire event in or around a park
- c. Provide accompanying spatial information as part of park inventory

Objective 2: Develop Policies and Update Plans

Deliverables:

- d. Develop an RDN Parks Wildfire Risk Management Policy that includes:
 - Procedure for using and updating inventory, including procedure for assessing newly acquired parkland
 - SOP for Park Inspections and general maintenance regarding wildfire risk reduction
 - Roles and responsibilities of the RDN Parks staff, as well as other RDN Departments
 - Outlines conditions for park closure due to increased fire danger, or due to active wildfires in the area
- e. Identify general strategies for incorporating wildfire mitigation, resiliency and FireSmart principles into future management plans, management plan updates.
- f. Create a guidance document to provide RDN Parks Staff with directions on how to integrate FireSmart Principles into Operations and Planning

Objective 3: Evaluate and Improve Education and Awareness

Deliverables:

- g. Conduct an online survey to understand levels of education and awareness about wildfire in RDN Parks, for both the public and for RDN Staff
- h. Host two (2) open house/information sessions to inform the public on components of the plan
- i. Facilitate three (3) workshops for RDN Staff, Local Fire Departments and other affected parties to enable engagement and feedback on the plan
- j. Outline public education strategies to align community expectations with actual wildfire risk and ecological realities within parkland
- k. Outline opportunities and funding for external education programs such as FireSmart LFR training, S-100 and S-185 (Basic Wildfire Suppression and Entrapment and Avoidance) that can be provided to RDN Parks Staff
- l. Outline opportunities for RDN Parks to partner with Local Fire Departments, other jurisdictions, BC Wildfire Service and local stewardship groups to provide outreach and education to the public

Objective 4: Create an Action and Implementation Plan

Deliverables:

- m. Identify actions in specific parks that will improve access for wildfire and other emergency responders
- n. Identify actions in specific parks that will improve ability to act wildfire (including, but not limited to, improving water access, planting fire resilient plants)
- o. Identify potential vegetation management projects, and outline steps required to implement these projects. Ensure actions abide by the RDN Parks Biodiversity Plan, Parks Management Plans, and other plans.
- p. Provide a detailed cost estimation and implementation plan for all actions recommended. This includes identification of actions that may be fully funded through the Community Resiliency Investment Grant and other grant opportunities.

Other deliverables may be required, to be determined by the project team.

6. PROCESS AND TIMELINE

The following table shows proposed project milestones and potential timelines for completion. This is subject to change.

Milestone	Approximate Date
Project Startup	February 3 – 7
Fieldwork and Development of Gap Analysis	February 10 – March 7
Online Public Survey Launch	February 17 – March 7
Draft Strategy and Recommendation	March 3 – April 18
Initial Staff Review	April 21 – April 25
Engagement Workshops (Fire depts., BCWS, RDN Departments)	May 5 – May 30
Public Engagement (Open Houses)	June 2 – June 13
Refine Strategy and Recommended Actions	July 7 – July 25
Final Draft Review	July 28 – August 8
Delivery to Committee of the Whole	October 20 – 28*
Board Approval	October 20 – 28*
(*) indicates tentative date pending board and committee meeting schedule	

7. REFERENCE/BACKGROUND INFORMATION

Interested parties for this project include, but are not limited to:

Internal Interested Parties/ Departments	
Organization/Department	Role/Interest
RDN ELT/MLG	Oversight, board communication, budget planning, service level reporting
RDN Parks Operations	Implementation and oversight of WRR strategies and plans, implementation of Wildfire Policy and Standard Operating Procedures. Oversight of park team capacity and maintenance tasks
RDN Parks Planners	Integration of wildfire protection into new developments and park planning
RDN Emergency and Fire Services (Brayden Osborn, Evan Bryn-Jones)	Coordination with Fire Departments, Emergency Access planning, alignment with emergency response plans, legislation and long-term planning
RDN Climate and Sustainability (Jessica Beaubier)	Alignment with climate adaptation strategies, long-term management and planning, link to planning department Long-range goals
RDN Drinking Water and Watershed Protection (Erica Forssman)	Alignment with drinking water and watershed protection goals and strategies, opportunities for education partnerships
RDN Solid Waste	Waste management strategies, ensuring debris is disposed of properly, opportunities for education collaboration
External Interested Parties	
Community Associations and Local Residents	

Organization/Department	Role/Interest
Residents	Access to recreation, human life and safety protection, impacted by regulation and park rules (no fires, no camping etc)
Community Associations/Strata	Feedback on park use and wildfire concerns, access and availability of egress routes through parks
Adjacent Residential Property Owners	Concern for personal property adjacent to wooded parkland, safety, access and expectation around wildfire risk
Environmental and Stewardship Groups	
Organization/Department	Role/Interest
MABRRI	Habitat protection, ecological research and monitoring, volunteers supporting wildfire risk reduction, groups advocating for low-impact fire risk reduction, support for advocacy and education
Streamkeeper Groups	
Broombusters	
NALT	
GaLTT	
Nature Trusts/Conservancies	
Recreation and Tourism	
Organization/Department	Role/Interest
Mountain Bike Clubs	Concern for access and park safety, availability of trails and parks for a range of activities, avenue for advocacy and education, Tourism – may be an avenue for teaching visitors about good park behaviour
Hiking Clubs	
Equestrian Clubs	
Tourism Agencies	
Emergency and Fire Services	
Organization/Department	Role/Interest
Volunteer Fire Departments - Bow Horn Bay, Coombs-Hilliers, Dashwood, Errington, Extension, Nanoose	Emergency response coordination, access planning and suppression support in parks, local wildfire response, identification of risk tolerance and gaps in response capacity. Avenue for education and outreach support
Municipal/Improvement Districts - Cranberry, Deep Bay, East Wellington (Mountain Improvement District), Gabriola, Lantzville, Nanaimo, North Cedar, Parksville, Qualicum Beach	
BC Wildfire Service (Coastal Fire Centre North Island Mid Coast Fire Zone (Quinsam), Mid Island Fire Zone (Errington), South Island Fire Zone (Cobble Hill))	Technical wildfire expertise, access planning and suppression support in parks, holds recurring contract with RDN Parks to support suppression efforts in areas not within a fire protection area.
Government and Funding Agencies	
Organization/Department	Role/Interest
Ministry of Forests	Policy alignment, ecological protection, landscape level monitoring, funding programs and partnerships
Ministry of Environment and Climate Change Strategy	
Community Resiliency Investment and FireSmart BC	Education, training, best practices, funding and strategic support
First Nations	
Organization/Department	Role/Interest
Qualicum First Nation	Unique community wildfire concerns, protection of culturally

Snaw-Naw-As First Nation	sensitive areas, TEK may be shared for management practices, interest in protecting ecology and environment, understanding of historical climate impacts and fire behaviour
Snuneymuxw First Nation	
Member Municipalities	
Organization/Department	Role/Interest
District of Lantzville	Shared community interests, alignment with neighbouring municipalities, support for building robust program across all assets, shared property ownership and management (i.e. Top Bridge RT, CPR etc.
Town of Qualicum Beach	
City of Parksville	
City of Nanaimo	

Relevant documents and plans include, but are not limited to:

Document Name	Relevant Section/Page	Relevance to WRMS
RDN Parks and Trails Strategy (2022)	Sections 2, 4, 6	<ul style="list-style-type: none"> Aligns WRMS with long-term park planning goals Supports prioritization of wildfire risk by park type Provides context for service levels and park classifications
RDN Parks Biodiversity Plan (2025)	Sections 3.2, 4.1, Appendix A	<ul style="list-style-type: none"> Identifies ecologically sensitive areas Supports balancing wildfire mitigation with biodiversity Informs fuel management and monitoring priorities
RDN Community Wildfire Resiliency Plans (CWRPs)	Entire document (by EA)	<ul style="list-style-type: none"> Provides wildfire risk data and priority areas Aligns WRMS with regional FireSmart strategies Supports hazard classification and mitigation planning
Sample RDN Park Management Plans	Site-specific sections	<ul style="list-style-type: none"> Provides context for park-specific wildfire strategies Supports tailoring of WRMS recommendations Informs onboarding guidelines for new parks
CRI Application Guidelines	Sections 1–3, Appendix A	<ul style="list-style-type: none"> Defines funding eligibility and priorities Ensures WRMS deliverables align with grant criteria Supports future implementation planning
Policy C1-07: Tree, Fire Risk, and Invasive Species Management	All	<ul style="list-style-type: none"> Directs fire risk reduction in parks Supports SOP and fuel management development Aligns WRMS with existing operational policy
RDN Hazard Risk and Vulnerability Analysis (HRVA)	Wildfire hazard section	<ul style="list-style-type: none"> Identifies wildfire as a regional hazard Supports WRMS risk prioritization Aligns with emergency planning framework
RDN Climate Action Plan 2025 - 2029	Section 5	<ul style="list-style-type: none"> Frames wildfire as a climate-driven hazard Supports integration of WRMS into adaptation planning Aligns with long-term resilience goals
RDN Regional Growth	Sections 3, 5, 6	<ul style="list-style-type: none"> Guides land use in high-risk areas

Strategy – Shaping Our Future 2040		<ul style="list-style-type: none"> • Supports ecosystem protection and resilience • Aligns WRMS with regional growth policies
RDN Parks Use Bylaw	All	<ul style="list-style-type: none"> • Park use and regulations • Closures, park permitting, allowed and prohibited activities

8. 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.

Please include with your proposal:

- a) Corporate background, history, and areas of expertise, particularly
 - Wildfire Risk Analysis and Environmental expertise, including field assessments, hazard classifications, and ensuring wildfire risk management goals align with ecological protection and conservation goals, FireSmart and Community Wildfire Resiliency Investment programs
 - Emergency Management expertise, including experience identifying abilities and limitations of local fire departments and response agencies, emergency management planning and engagement
 - Local Government Policy and Governance, including experience drafting regulatory policy, bylaw updates, legal reviews and regulatory frameworks
 - Public engagement and communications, with experience conducting knowledge gap analyses, designing and implementing engagement and consultation plans, and drafting clear, public facing communications
 - Mapping, GIS and collection and manipulation of spatial data as required
- b) Curriculum vitae of key project team members, reasons why they were selected for this project and demonstrate how they will add value to the project;
- c) Identify challenges, constraints and obstacles in the project and advise strategy to minimize;
- d) What suggestions does your firm have to add value to the project?
- e) Layout the plan to accomplish the project including timelines and key milestones;
- f) Describe how your firm will monitor the project progression and provide regular status reports;
- g) Describe your quality management process and any certifications;
- h) A statement of your firm's approach to advancing equity and sustainability in corporate operations and service provisions, including any certifications in this regard.
- i) 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 40% Technical, 60% Financial.

The lowest price proposal will receive full marks. Other proposals will receive reduced scores based on the proportion higher than the lowest price. i.e. Score = Min Cost/Cost x Fee Points.



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

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

The selection committee may proceed with an award recommendation or the RDN may proceed to negotiate with the highest evaluated proponent with the intent of developing an agreement. If the parties after having bargained in good faith are unable to conclude a formal agreement, the RDN and the Proponent will be released without penalty or further obligations other than any surviving obligations regarding confidentiality and the RDN may, at its discretion, contact the Proponent of the next best rated Proposal and attempt to conclude a formal agreement with it, and so on until a contract is concluded or the proposal process is cancelled.

The RDN reserves the right to award the assignment in whole or in part or to add or delete any portion of the work. Throughout the evaluation process, the evaluation committee may seek additional clarification on any aspect of the Proposal to verify or clarify the information provided and conduct any background investigation and/or seek any additional information it considers necessary.

9. 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.

10. GENERAL CONDITIONS

10.1 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.

10.2 Privilege Clause

The lowest or any proposal may not necessarily be accepted.

10.3 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.

10.4 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.

10.5 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.

10.6 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.

10.7 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.

10.8 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.

10.9 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.

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

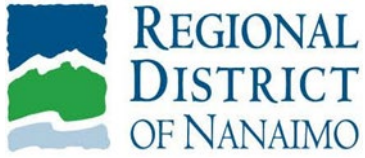
Except with the prior written consent of the RDN, the Consultant will not collect or use, and will ensure that its professional advisors and Subconsultants do not collect or use, the Confidential Information for any purpose other than complying with the terms of this Contract or performing the Services. 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 data 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

**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.

SCHEDULE 'B'
SCOPE OF WORK

Enter/Attach RFP Response, Scope of Work, Deliverables and Timeframe