

REQUEST FOR PROPOSALS No. 26-018

Parks Toilet Servicing (Vault & Flush Toilets)

ISSUED: March 3, 2026

CLOSING DATE AND TIME:

Submissions must be received on or before:
3:00 PM (15:00 hrs.) Local Time on March 31, 2026

Submissions and Questions are to be directed to:

Bryan Legg, Superintendent of Parks Operations
T: 250-390-6773 | Email: blegg@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 March 31, 2026.

Submission Method (Email Only):

Send a single PDF to blegg@rdn.bc.ca with the subject line:
“RFP 26-018 – Toilet Servicing for Parks and Trails”

- Maximum email size: 20 MB.
- The RDN is not responsible for technological delays.
- Submissions by any other method will **not** be accepted

1.2 Amendment to Proposals

Proponents may amend their Proposal by email to the Contact (above) **prior to the Closing**. Amendments must be signed by an authorized signatory.

1.3 Addenda

If the RDN determines that an amendment is required to this RFP, the RDN will post the Addendum on the RDN (www.rdn.bc.ca/current-bid-opportunities) and new 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. 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.

Proposals should include a signed cover letter summarizing your proposal and highlighting the reasons why the RDN should select your company for this assignment. Proposals will be evaluated on the following basis 40% Technical, 60% Financial.

Technical Evaluation 40 points

Experience and Qualifications of the company

The Proponent is to provide their company profile experience, and qualifications including the following information at minimum

- Company profile, experience, and duration in business.
- A brief description of current or recent similar contracts held by the Proponent.

Approach and Methodology

Please include the following information in the proposal submission:

- Summary demonstrating understanding of the RDN's requirements.
- Summary demonstrating the proponent has the personnel, equipment and vehicles to perform the work without any interruption
- Methodology for managing the Contract.
- Overview of record-keeping processes.
- Sample monthly report format to be delivered to the RDN.
- Communication tools for emergency and routine work requests (e.g., mobile phone, email).
- Quality assurance process to ensure timely resolution of RDN concerns.

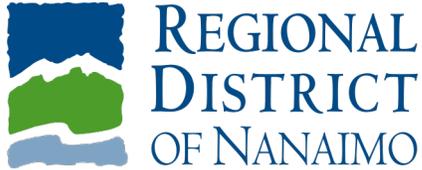
Financial Evaluation 60 points

Pricing is to be in Canadian Dollars excluding GST and must include the Contractor's labour, material, equipment, vehicle costs, overhead and profit, and shall represent the cost to the RDN. Vendors should submit **Schedule C – Pricing Table** with their submission.

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. $\text{Score} = \frac{\text{Min Cost}}{\text{Cost}} \times \text{Fee Points}$.

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 contains 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.

3. GENERAL CONDITIONS

3.1 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.

3.2 Privilege Clause

The lowest or any proposal may not necessarily be accepted.

3.3 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.

3.4 Conflict of Interest

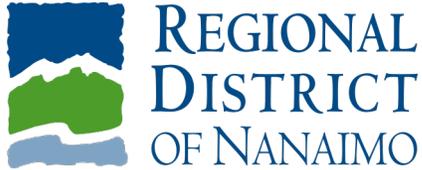
Proponents shall disclose in their Proposals any actual or potential Conflict of Interest and existing business relationships it may have with the RDN, its elected officials, appointed officials or employees.

3.5 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.

3.6 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.

3.7 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.

3.8 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.

3.9 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.

SCHEDULE A - Scope of Work

1. Introduction

The Regional District of Nanaimo (RDN) invites proposals from qualified companies to provide servicing and maintenance of vault and flush toilets located in RDN parks and trails, excluding portable toilets and toilets within Electoral Area B (Gabriola, Mudge, and DeCourcy Islands).

By submitting a Proposal, the Proponent acknowledges that they have familiarized themselves with the locations and conditions of all facilities, local conditions, labour and equipment requirements, and any other factors that may affect service delivery.

This Request for Proposal includes two distinct bid components (the “Bundles”).

Proponents may submit a proposal for one or both components; however, for each component selected, Proponents must provide pricing and service delivery for all parks and trails included within that bundle. Partial submissions will not be accepted.

The two bid components are as follows:

- **Bundle A** – Vancouver Island Parks and Trails
Includes RDN parks and trails within Electoral Areas A, C, E, F, G, and H.
- **Bundle B** – Gabriola Island Parks and Trails
Includes RDN parks and trails within Electoral Area B (Gabriola Island).

1.1 Term

The services shall be provided for a three-year term, commencing May 1, 2026, and ending March 31, 2029.

2. Scope of services

The Contractor shall provide janitorial and maintenance services to ensure all toilets remain in a safe, clean, sanitary, well-maintained, and appropriate-for-public-use condition.

The overall intent is to deliver consistent, reliable service that protects public health, preserves infrastructure, and contributes to an inviting environment within Regional District parks and trails

3. Operational Requirements

The Contractor shall provide all labour, material, supplies and equipment necessary to perform the following services, at the **frequency specified in Schedule A**

3.1 Regular Cleaning

1. Clean and disinfect all interior surfaces including walls, doors, and ceiling.
2. Clean and disinfect all interior fixtures, including toilets, seats, handles, grab bars, receptacles, and supply dispensers. Ensure all points of contact are dried after cleaning.
3. Check and restock as needed all consumable supplies including hand sanitizer and toilet paper; 2-ply toilet paper is to be used.
4. Sweep and sanitize floors, leaving them free of debris and slip hazards.
5. Remove and dispose of litter, debris, cobwebs, and other undesirable materials.
6. Sweep exterior walls to remove spider webs or other material.
7. Remove litter, leaves, and overhanging vegetation from the 3 meter area surrounding the building.
8. Remove graffiti.
9. Remove snow and ice from entrance doors and floor areas (*as needed during winter*).
10. Add enzymes to the vault. Preferred product is Regard Multi-Purpose Degreaser or equivalent that manages odor.

3.2 Major Cleaning

1. Perform all Regular Cleaning tasks.
2. Clean exterior walls and pad with either a pressure washer or scrub brush or both.
3. Clear roofs and gutters of litter, leaves, branches, moss, or snow; clean all transparent or translucent roofing materials.

3.3 Operational Repairs

At the request of the RDN, the Contractor shall perform the following repairs and corrective actions at the hourly rate set out in Appendix C – Pricing Table. When requested, all work shall be completed within one (1) day of receiving the RDN's request:

1. Replace damaged components that fail to properly function, including:
 - o toilet seats and lids
 - o toilet paper dispensers
 - o hand sanitizer dispensers
 - o soap dispensers
2. Repair fixtures and fittings as required to maintain proper function.
3. Tighten, repair, or replace building hardware, including hinges, latches, hooks, and fasteners.

Exclusions:

These requirements do not include replacement of major structural elements such as roofs, walls, floors, doors, sinks, flush toilets, fiberglass pedestals or painting.

3.4 Septic Pumping

The Contractor shall, at their expense, arrange for septic pumping when

- The vault level reaches **0.3 m from the bottom floor**.
- Vault levels must be Inspected at each regular cleaning
- A regular cleaning will occur immediately following each septic pump out.

4. Additional Services

Upon request by the Manager, Parks Services, or designate, the Contractor may be required to perform:

- Additional Regular cleaning services billed at the rates provided in Appendix C – Pricing Table

5. Park Inventory included in this RFP Toilet and Park locations are shown in Appendix B.

6. Environmental Protection

- The Contractor shall take appropriate measures to prevent pollution of air, watercourses, groundwater, and adjoining lands during performance of the Services.
- The Contractor shall immediately notify the RDN upon discovery of any hazardous or toxic materials at park properties.

7. Site Conduct

The Contractor shall be solely and entirely responsible for the acts of its employees while conducting business for the RDN.

The Contractor shall provide only personnel who have the qualifications, experience, and training to perform the Services in a public setting.

The Contractor shall ensure that all Contractor personnel present themselves in a professional and courteous manner at all times. If the RDN determines, in its sole discretion, that any worker needs to be removed due to his or her conduct, the Contractor shall remove such personnel or sub-contractor from the work site(s) immediately.

The Contractor must ensure all drivers hold and carry a valid driver's license for the purpose of legally operating the vehicle and performing the Services associated with that vehicle at that time.

The Contractor shall provide an email address and contact number that is available from 8:00 am to 4:00 pm, 7 days a week to receive service requests from RDN staff.

8. Documentation and Reporting

- Hazardous situations or issues affecting facility usability or public safety must be reported to RDN Parks immediately.
- Any repairs outside of the scope of services must be reported to the RDN within 1 business day.
- The Contractor must maintain accurate and complete written records related to the Services, including repairs, and shall provide the Manager of Parks Services (or designate) with reasonable access to such records.
Copies of any records shall be provided at no additional cost upon request.

- A Monthly Report must be submitted at the time of invoicing which details the dates and services completed within the invoice period.

Reports shall be directed to:

Bryan Legg, Superintendent of Parks Operations

Phone: 250-390-6773 | Email: blegg@rdn.bc.ca

9. Invoicing

- Submit monthly invoices at month end for services provided in the prior month to financeAP@rdn.bc.ca
- Invoices shall be itemized by Electoral Area and shall include
 - totals for each Electoral Area and
 - totals for each Community or Regional Park/Trail location serviced within the Electoral Area
 - Formatting consistent with **Appendix C** pricing table is preferred
 - Show GST as a separate line item
- Submit monthly reports at month end for services provided in the prior month to blegg@rdn.bc.ca

10. Inventory Changes

The RDN reserves the right to make changes over the course of this agreement. Such changes may result in an increase or decrease to the Services provided by the Contractor along with a pricing adjustment positive or negative to the RDN. Any such changes shall be negotiated and mutually agreed upon before such changes occur.

The South Wellington Community Park washroom is included on a provisional basis.

The RDN may confirm, modify, or remove this location prior to award.

11. Service Schedule

The Contractor shall provide year-round servicing and maintenance in accordance with the frequencies set out in Schedule A – Service Frequency

The RDN reserves the right to request additional cleaning during peak periods, long weekends, statutory holidays, or special events. The Contractor shall accommodate these requests within one (1) business day at the additional service rate specified in schedule C.

Services may occur between 7:00 AM and 7:00 PM and must continue in all weather conditions, except when a provincial motorist/travel advisory is issued. Services interrupted due to such advisories must resume as soon as conditions allow.

12. Access

- Vehicles and equipment must stay on hard surfaces unless dry conditions allow grass access without causing damage. The Contractor is responsible for repairing any turf damage caused by their vehicles.

13. Vehicles and Equipment

- The Contractor shall maintain all vehicles and equipment in a clean, safe, and presentable condition and shall ensure they remain properly insured, licensed, and registered at all times. The RDN reserves the right to inspect the condition and suitability of the Contractor's vehicles and equipment upon request.
- The Contractor shall operate all vehicles in a manner that prevents damage to RDN property. Any damage to RDN grounds or infrastructure that the RDN determines to have been caused by the Contractor shall be repaired by the Contractor at its sole expense and to the satisfaction of the RDN. Such repairs shall be completed promptly and shall not interfere with the service levels required under this Contract.

Schedule A – Service Frequency

All Bundle Vault Toilet Service Frequency

Service	FREQUENCY
Regular Cleaning	Twice per Week, Monday and Thursday
Add Enzymes to tank	Once per week
Major Cleaning	Annually, first week of April
Operational Repairs	As needed Within 1 day
Additional Cleaning as requested	Within 1 day of request
Septic Pumping	As required

Jack Bagley Community Park Flush Washroom Service Frequency:

Service	FREQUENCY
Regular Cleaning	5 days per week April 1 – June 1 7 days per week June 1 – September 15 5 days per week September 15 - September 30 3 days per week October 1 – March 31
Add Enzymes to tank	Not Required
Major Cleaning	Annually, first week of April
Operational Repairs	As requested, Within 1 day
Additional Cleaning as requested	Within 1 day of request
Septic Pumping	Not Required

Schedule A – Service Frequency

South Wellington Community Park Flush Washroom Building Service Frequency:

The South Wellington Community Park washroom is included on a provisional basis. The RDN may confirm, modify, or remove this location prior to award.

Service	FREQUENCY
Regular Cleaning	3 days per week June 1 – September 30 2 days per week October 1 – May 31
Add Enzymes to tank	Not Required
Major Cleaning	Annually, first week of April
Operational Repairs	As requested, Within 1 day
Additional Cleaning as requested	Within 1 day of request
Septic Pumping	Not Required

Schedule B – Parks and Trails Toilet Inventory and Locations

Bundle A – Vancouver Island Parks and Trails Toilet Locations

EA	Park Name	Location	Toilet	Structure	Accessible
A	Nanaimo River Regional Park	1752 Frey Rd	Single Vault	composite	No
A	South Wellington Community Park	1536 Morden Rd	Triple Flush	Building	Yes
C - E.W	Meadow Drive Community Park	2885 Meadow Drive	Single Vault	Concrete	Yes
C - E.W	Benson Creek Falls	7331 Weigles Rd.	Single Vault	Concrete	No
C - E.W	Mt Benson Regional Park	2905 Benson View Rd	Double Vault	Concrete	No
E	Beachcomber Regional Park	1329 Marina Way	Single Vault	composite	No
E	Claudet Road Community Park	2010 Claudet Rd	Single Vault	Concrete	No
E	Moorecroft Regional Park	1563 Stewart Rd	Double Vault	Concrete	Yes
E	Es~hw~Sme~nts Community Park	1700 Oak Leaf Dr.	Single Vault	Concrete	No
E	Jack Bagley Community Park	2600 Powder Pt. Rd.	Double Flush	Building	Yes
G	Top Bridge Regional Trail	175 Allsbrook Rd	Single Vault	composite	No
G	Top Bridge Regional Trail	Chattell Rd.	Single Vault	Concrete	Yes
H	Lighthouse Country Regional Trail	Linx Rd.	Single Vault	wood	Yes
H	Lions Community Park	3480 Lioness Blvd	Double Vault	composite	Yes

Bundle B – Gabriola Island Parks and Trails Toilet Locations

EA	Park Name	Location	Toilet	Structure	Accessible
B	Huxley Community Park	585 N Rd.	Single Vault	Composite	No

Schedule C – Pricing Table

Bundle A – Vancouver Island Parks and Trails Toilets

EA	Park Name	Location	Price for Year 1 of contract less GST	Price for Year 2 of contract less GST	Price for year 3 of contract less GST
A	Nanaimo River Regional Park	1752 Frey Rd	\$	\$	\$
A	South Wellington Community Park	1536 Morden Rd	\$	\$	\$
C - E.W	Meadow Drive Community Park	2885 Meadow Drive	\$	\$	\$
C - E.W	Benson Creek Falls	7331 Weigles Rd.	\$	\$	\$
C - E.W	Mt Benson Regional Park	2905 Benson View Rd	\$	\$	\$
E	Beachcomber Regional Park	1329 Marina Way	\$	\$	\$
E	Claudet Road Community Park	2010 Claudet Rd	\$	\$	\$
E	Moorecroft Regional Park	1563 Stewart Rd	\$	\$	\$
E	Es~hw~Sme~nts Community Park	1700 Oak Leaf Dr.	\$	\$	\$
E	Jack Bagley Community Park	2600 Powder Pt. Rd.	\$	\$	\$
G	Top Bridge Regional Trail	175 Allsbrook Rd	\$	\$	\$
G	Top Bridge Regional Trail	Chattell Rd.	\$	\$	\$
H	Lighthouse Country Regional Trail	Linx Rd.	\$	\$	\$
H	Lions Community Park	3480 Lioness Blvd	\$	\$	\$

Bundle A - Vancouver Island Parks and Trails Locations	Price for Year 1 of contract less GST	Price for Year 2 of contract less GST	Price for Year 3 of contract less GST
Total Contract Amount	\$	\$	\$
Additional Regular clean servcie	\$	\$	\$
Additional services as requested hourly rate	\$	\$	\$

Schedule C – Pricing Table

Bundle B – Gabriola Island Parks and Trails Toilet Locations

EA	Park Name	Location	Price for Year 1 of contract less GST	Price for Year 2 of contract less GST	Price for year 3 of contract less GST
B	Huxley Community Park	585 N Rd.	\$	\$	\$

	Price for Year 1 of contract less GST	Price for Year 2 of contract less GST	Price for Year 3 of contract less GST
Bundle B - Gabriola Island Parks Locations			
Total Contract Amount	\$	\$	\$
Additional Regular clean servcie	\$	\$	\$
Additional services as requested hourly rate	\$	\$	\$



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

3. Payment

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

4. Independent Contractor

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

5. Assignment and Sub-contracting

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

6. Indemnity

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

7. Insurance

- a) Prior to the commencement of the Services the Contractor shall provide a certificate of Commercial General Liability (CGL) insurance in the amount of \$5,000,000 which shall provide coverage for property damage and third-party personal injury and death. The certificate shall name the Regional District as an additional insured. The certificate of insurance shall contain a clause requiring notification of the Regional District 30 days in advance if the insurance policy is cancelled.
- b) Automobile Third Party Liability on all owned or leased vehicles in an amount not less than \$5,000,000.
- c) Contractor is responsible for any other insurance required to protect their interests.
- d) The cost of any insurance and deductibles is the responsibility of the Contractor.

8. WorkSafe BC Coverage

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

9. Termination

Notwithstanding any other provision of this Agreement:

If the Contractor fails to comply with any provision of this Agreement, then, and in addition to any other remedy or remedies available to the Regional District, the Regional District may, at its option, terminate this Agreement immediately by giving written notice of termination to the Contractor if there is supporting evidence of the Vendor becoming bankrupt or threatens bankruptcy, provides false declarations, documented significant deficiencies of any substantive requirements or obligations of the work, professional misconduct, violations of health and safety laws, or demonstrated abusive behavior towards the general public or RDN staff. The Regional District will be under no further obligation to the Contractor except to pay the Contractor such amount as the Contractor may be entitled to receive, pursuant to Schedule 'B', for services properly performed and provided to the date notice is given to the Contractor less any amounts necessary to compensate the Regional District for damages or costs incurred by the Regional District arising from the Contractor's default. Either party may terminate this agreement by providing sixty (60) calendar days' written notice to the other party.

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 and Materials

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

In case any materials, equipment and supplies are defective in material or quality or otherwise not in conformity with the specifications of the contract, the REGIONAL DISTRICT shall have the right either to reject them or to require their correction. Acceptance or rejection of the materials, equipment, supplies, etc. shall be made as promptly as practicable.

18. CSA Seal or Provincial Certificate Approval

Not Applicable

19. 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.

20. Warranty and Guarantee

Not Applicable

21. 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.

22. Site Inspection

The Contractor shall make site inspections of all appropriate areas to determine their general condition and to ensure the fulfillment of the contract requirements.

23. 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.

24. 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.

25. Change Orders

If for any reason it may become desirable during the course of the work to change the alignment, dimensions, or design, or to add to or to omit portions thereof, the REGIONAL DISTRICT reserves the right to issue change orders to give effect to such changes as may, in the opinion of the REGIONAL DISTRICT be necessary or desirable.

The change may or may not result in a change in the amount of work. If the changes do, in the opinion of the REGIONAL DISTRICT, change the amount of the work, the contract price shall be adjusted as mutually agreed between the Contractor and the REGIONAL DISTRICT.

26. CONFIDENTIALITY AND PRIVACY

26.1 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.

26.2 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.

26.3 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.

26.4 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.

26.5 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.

27. 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

SAMPLE

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) Proponent’s RFP Response
- (3) All Addenda
- (4) The original RFP Documents
- (5) Other relevant documents such as, but not limited to, letters of clarification.

SCHEDULE "B"
CONTRACT PRICE

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

- (a) Year 1 total \$ _____
- Year 2 total \$ _____
- Year 3 total \$ _____

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

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

All invoices are subject to prior review and approval by the REGIONAL DISTRICT and approved invoices will be paid on a net 30 days' basis from date of receipt unless otherwise agreed to in writing.

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