



**REQUEST FOR PROPOSALS No. 24-052**

**Provision of Security Patrol and Guard Services**

**ISSUED: October 8, 2024**

**CLOSING DATE AND TIME:**

Submissions must be received on or before:  
**3:00 PM (15:00 hrs) Local Time on November 5, 2024**

**Submissions and Questions are to be directed to:**

Sheldon Racz, Manager, Facilities and Fleet  
Telephone: 250-390-6507  
Email: [sracz@rdn.bc.ca](mailto:sracz@rdn.bc.ca)

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

**Mandatory Proponent's Information Meeting:**

09:00 a.m. on October 21, 2024, convening in the Board Chambers at 6300 Hammond Bay Road, Nanaimo, B.C.

Proposals will not be opened in public.



## **1. Instructions to Proponents**

### **1.1 Closing Date/Time/Submission Method**

Submissions must be received on or before 3:00 PM (15:00 hrs), Local Time, on November 5, 2024.

Submission Method:

By Email: In PDF format with “24-052 Provision of Security Services” as the subject line at this electronic address:

[sracz@rdn.bc.ca](mailto:sracz@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](http://www.rdn.bc.ca/current-bid-opportunities)) and BC Bid ([www.bcbid.gov.bc.ca/](http://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 (RFP) is to solicit submissions from qualified firms to provide security services for the RDN Administration and Transit properties at 6300 Hammond Bay Road. Services will include mobile and foot patrols, alarm response, and daily reporting of patrols and incidents.

The contract is for a five (5) term. Anticipated start date is January 1, 2025, unless otherwise agreed to between the parties.

## **3. BACKGROUND**

The property at 6300 Hammond Bay Road is a large site that consists of the RDN's Administration Building, Transit Building, and Bus Yard, as well three smaller treed areas, and a large, treed area that is separated from the main property by Calinda and is located between Calinda and the library. The Main Administration building includes meeting and office space of approximately 24,000 square feet over two floors housing >100 staff. The Transit building of approximately 6,500 square feet (excluding shop area) consists of a flat roofed two-story wood framed combined office premises, and cement block motor vehicle (transit bus) shop housing 40-45 regular office and shop staff but serving a total workforce of approximately 120 persons daily. A map in Appendix 1 outlines the property included in this RFP.

Security Services are required 7 days a week **including** the dates below.

### **RDN Statutory Holidays**

New Year's Day  
Family Day  
Good Friday  
Easter Monday  
Victoria Day  
Canada Day  
B.C. Day  
Labour Day  
Truth & Reconciliation Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

## **4. SCOPE OF SERVICES**

The successful proponent shall provide the Services as outlined below:

- 4.1 The proponent shall supply all supervision, labour, materials, equipment, uniforms, vehicles, and any incidentals that are necessary to carry out the work.
- 4.2 The proponent shall ensure that at least (1) fully uniformed licensed security person performs requested tasks.
- 4.3 The proponent will be first call out for all alarms outside of regular business hours (Monday to Friday 0800-1700) and all weekends and statutory holidays. The proponent will respond to alarms, check the security of the building(s) and reset the alarm as required. Should it not be a false alarm the proponent will notify the Manager, Facilities and Fleet or designate, and liaise with the Manager or designate and RCMP as required to maintain the site security in the event of a breach. (Per alarm call pricing to be broken out and provided as a per event cost).
- 4.4 The Proponent shall be responsible for providing their own Working Alone Procedure that complies fully with WorkSafe BC requirements and ensure a worker check system is maintained and used by their employees while on RDN property. This procedure must be submitted to the RDN if requested.
- 4.5 The Proponent shall provide at the end of each shift/day a written or digital log showing hours worked, areas patrolled and checked, and the duration of the patrols. A log of all occurrences including staff persons identified onsite and any problems encountered are to be included. This will be sent to [sracz@rdn.bc.ca](mailto:sracz@rdn.bc.ca)
- 4.6 The Proponent shall provide a minimum of two (2) random patrols between the hours of 19:00 and 05:00 Monday to Friday, with a third patrol between 0630 and 0700 to move any non-legitimate users along from the property and report any issues.
- 4.7 Provide uniformed security standing guard services upon request for large public meetings and other events. (Hourly cost to be broken out separately)

## **5. DELIVERABLES AND OUTCOMES**

- 5.1 The Proponent shall provide a minimum of two (2) random patrols between the hours of 19:00 and 05:00 Monday to Friday, with a third patrol between 0630 and 0700 to move any non-legitimate users along from the property and report any issues.
- 5.2 The patrol includes, but is not limited to:
  - 5.2.1 Ensuring that there are no unauthorized persons on site.
  - 5.2.2 Checking all site building doors and windows to verify security of the facilities.



- 5.2.3 Visually checking all perimeter fencing and gates for intrusion or damage.
- 5.2.4 Receive and investigate intrusion or emergency alarms on the site.
- 5.2.5 The Proponent shall provide at the end of each shift/day a written or digital log showing areas patrolled and checked time of the patrols and the duration of the patrols. A log of all occurrences including persons visiting the area and any problems encountered are to be included. This will be sent to [sracz@rdn.bc.ca](mailto:sracz@rdn.bc.ca)

## **6. Qualifications**

All businesses must possess a valid security license issued by the BC Registrar of Security Services. All employees must possess a valid security worker license and a class 5 driver's license.

## **7. REFERENCE/BACKGROUND INFORMATION**

7.1 Report: Please provide an example of your company's report/log identified in 5.2.5

## **8. Lost Keys/Fobs**

The Contractor is responsible for reporting lost keys or access fobs immediately to the RDN and is responsible for paying for replacement keys/fobs, and possible rekeying of the buildings if a master key is lost.

## **9. 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 will be evaluated on the following basis 50% Technical, 50% Financial.

### **Technical 50% of the Evaluation**

Please include with your proposal:

- a) Corporate background, history, and areas of expertise.
- b) A statement of why the RDN should select your firm.
- c) Describe your problem resolution proposal. Where does the RDN start? How would the RDN escalate concerns?
- d) How do you intend to manage and service the contract?
- e) What is your process for dealing with the unhoused on private property?



- f) A statement of your firm's approach to advancing equity and sustainability in corporate operations and service provisions, including any certifications in this regard.
- g) Demonstrate your firm has the security personnel and depth to manage this contract to ensure continuous service.

**Financial 50% of the evaluation**

**Fixed annual fees for each year**, in Canadian Dollars that include the Contractor's labour, material, equipment, vehicles, material costs, overhead and profit, excluding GST. The evaluation for the purpose of the RFP will only be based on the annual fees only.

- Year 1: January 1, 2025 – December 31, 2025
- Year 2: January 1, 2026 – December 31, 2026
- Year 3: January 1, 2027 – December 31, 2027
- Year 4: January 1, 2028 – December 31, 2028
- Year 5: January 1, 2029 – December 31, 2029

**Break out costing:**

Rate per alarm response:

- Year 1: January 1, 2025 – December 31, 2025
- Year 2: January 1, 2026 – December 31, 2026
- Year 3: January 1, 2027 – December 31, 2027
- Year 4: January 1, 2028 – December 31, 2028
- Year 5: January 1, 2029 – December 31, 2029

Hourly rate for a standing guard at events or meetings:

- Year 1: January 1, 2025 – December 31, 2025
- Year 2: January 1, 2026 – December 31, 2026
- Year 3: January 1, 2027 – December 31, 2027
- Year 4: January 1, 2028 – December 31, 2028
- Year 5: January 1, 2029 – December 31, 2029

The lowest price proposal for the fixed annual fees 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 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.

## **10. 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.

## **11. GENERAL CONDITIONS**

### **11.1 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.

### **11.2 Privilege Clause**

The lowest or any proposal may not necessarily be accepted.



### ***11.3 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.

### ***11.4 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.

### ***11.5 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.

### ***11.6 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.

### ***11.7 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





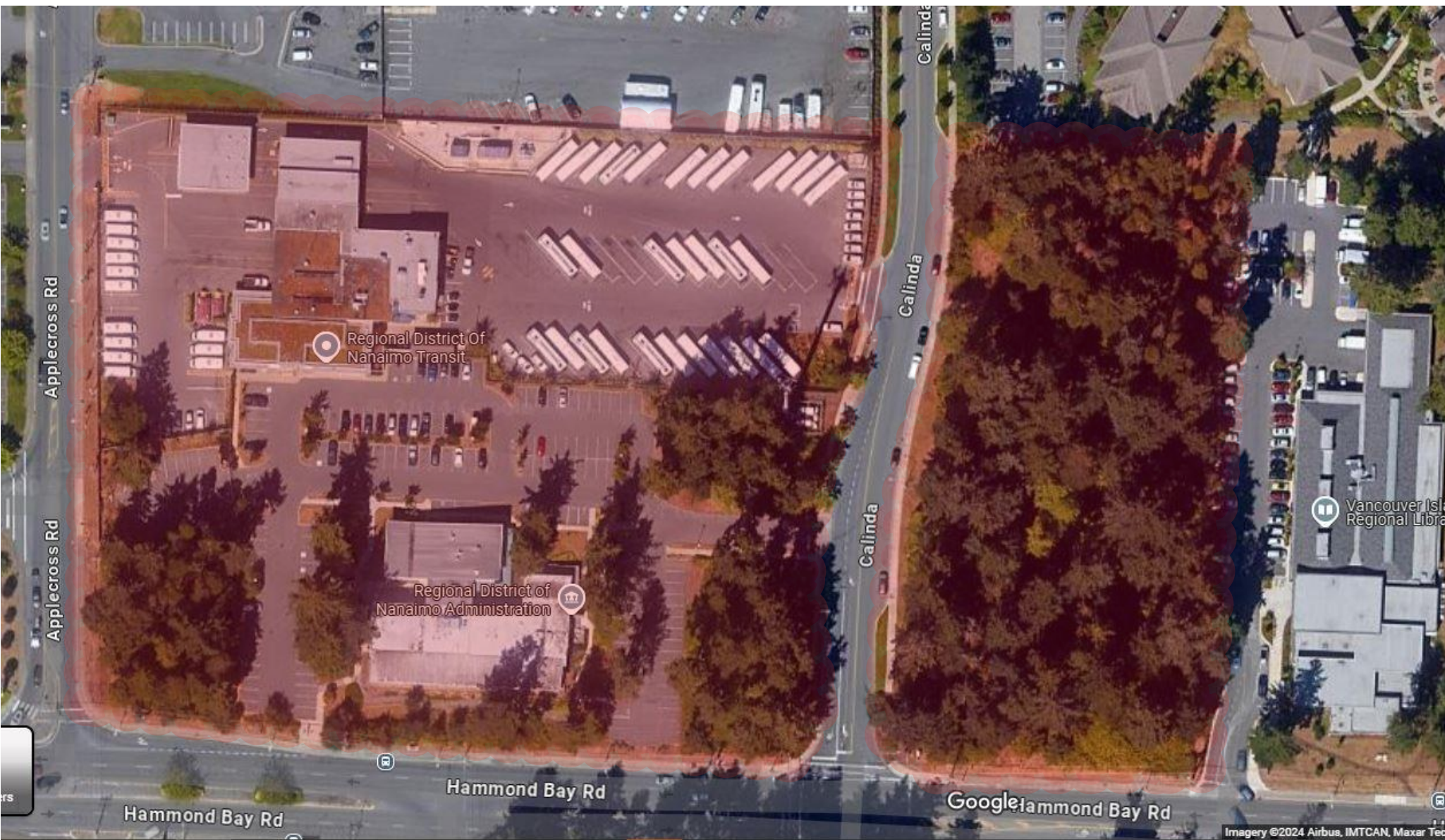
and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP. Except as expressly and specifically permitted in these Instructions to Proponents, no Proponent shall have any claim for compensation of any kind whatsoever, because of participating in this RFP, and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim.

***11.8 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.

***11.9 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 Transit

Regional District of  
Nanaimo Administration

Vancouver Isla  
Regional Librar

Applecross Rd

Applecross Rd

Hammond Bay Rd

Hammond Bay Rd

Calinda

Calinda

Calinda

Google Hammond Bay Rd

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**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 in effect at the time, 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) Fidelity Bond (Employee Dishonesty) that protects the Named Insured against all claims for loss of money, securities, or other property that the Named Insured or third parties may suffer as a direct result of the fraudulent or dishonest acts of the Named Insured, its employees, or agents.
- d) Contractor is responsible for any other insurance required to protect their interests.
- e) 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.

## **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. 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.

#### **18. Deficiencies**

- a) Any noted deficiencies shall be rectified at the contractor's expense.
- b) The REGIONAL DISTRICT is hereby authorized to correct any noted deficiencies if, ten (10) days after the giving of such notice to the Contractor, the Contractor has failed to make or undertake with due diligence said deficiency; provided, however, that in the case of an emergency, where, in the opinion of the REGIONAL DISTRICT delay would cause serious loss or damage, deficiency repairs may be made without notice being sent to the Contractor, and all expenses in connection therewith shall be charged to the Contractor.

#### **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. 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.

#### **21. 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.

## **22. 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.

## **23. Change Orders**

If for any reason it may become desirable to add to or to omit portions of the work, 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 the 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.

## **24. CONFIDENTIALITY AND PRIVACY**

### **24.1 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.

### **24.2 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.

### **24.3 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.

### **24.4 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.

### **24.5 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.

## **25. Competency and Qualifications**

The Contractor will employ properly certified, trained, and unimpaired workers throughout the duration of the contract.

## **26. Lost Keys/Fobs**

The Contractor is responsible for reporting lost keys or access fobs immediately to the RDN, and is responsible for paying for replacement keys/fobs, and possible rekeying of the buildings if a master key is lost.



**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” in order of precedence, consist of the following documents which copies are attached to this Agreement:

- (1) The duly executed Agreement.
- (2) The Addenda, the more recent taking precedence over earlier Addenda
- (3) Letters of Clarification, if any.
- (4) The Proposal Response dated [dd/mm/yy]
- (6) The original Request for Proposals
- (7) Other relevant documents such as Insurance Certificates, WorkSafe BC Letter of Clearance and any required worker certifications.

#### **RDN Statutory Holidays**

New Year's Day  
Family Day  
Good Friday  
Easter Monday  
Victoria Day  
Canada Day  
B.C. Day  
Labour Day  
Truth & Reconciliation Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

**SCHEDULE "B"**  
**CONTRACT PRICE**

The Contract Pricing shall be the sum in Canadian Dollars, excluding taxes of the following:

- (a) Combined annual pricing for Administration Building, Transit Building and Transit Exchanges/Shelters/Respites:

Year 1: December 1, 2024 – November 30, 2025	\$ _____
Year 2: December 1, 2025 – November 30, 2026	\$ _____
Year 3: December 1, 2026 – November 30, 2027	\$ _____
Year 4: December 1, 2027 – November 30, 2028	\$ _____
Year 5: December 1, 2028 – November 30, 2029	\$ _____

- (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 applicable taxes.

The Contractor will be solely responsible for invoicing the REGIONAL DISTRICT monthly 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.

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.