



DISTRICT OF SOOKE REQUEST FOR PROPOSALS

WATER TENDER APPARATUS

Request for Proposals No. 01/18

Closing location:

District of Sooke
2205 Otter Point Road
Sooke, BC
V9Z 1J2

Closing date and time:

Tuesday March 13, 2018
at 3:00 pm Pacific Time

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1. Overview of the Requirement

The District of Sooke is seeking proposals to obtain a water tender apparatus as specified in the Request for Proposal (RFP). Vendors may suggest an alternate to the specification that they perceive will be more efficient or less costly than what has been requested. Submissions will not be rejected because they did not comply exactly with the specification. The exception to this is the International Workstar Chassis, Cummins Diesel Engine, Allison Transmission and Hale Pump. These brands must be supplied.

Based on a review of responses to this RFP, the District of Sooke intends to select a Proponent who would then be invited to enter into a contract for provision of the services described in this RFP.

2. Definitions

Throughout this Request for Proposals, the following definitions will be used:

- a) “Contract” means a written contract executed by the District of Sooke and the Contractor;
- b) “Contractor” means the successful Proponent to this Request for Proposals who enters into a written contract with the District of Sooke;
- c) “must”, or “mandatory” means a requirement that must be met in order for a Response to receive consideration;
- d) “Proponent” means an individual or a company that submits, or intends to submit, a Response.
- e) “Response” means a submission in reply to this RFP;
- f) “RFP” or “Request for Proposals” means the process described in this document; and
- g) “should” or “desirable” means a requirement having a significant degree of importance to the objectives of this RFP.

3. RFP Terms and Conditions

3.1 Enquiries

General enquiries related to this RFP are to be directed to:

Fire Chief, Kenn Mount
District of Sooke
2205 Otter Point Road
Sooke, BC V9Z 1J2
Email: kmount@sooke.ca
Telephone: (250) 642-1634

Technical specifications enquiries should be directed to:

Captain Chris McCrea
Sooke Fire Rescue Department
2225 Otter Point Road
Sooke, BC V9Z 1J2
Telephone (250) 642-5422
Email: cmccrea@sooke.ca

Information obtained from any other source is not official and should not be relied upon. Enquiries and responses will be recorded and will be posted to the District of Sooke's website for reference for all Proponents (www.sooke.ca).

3.2 Closing Date

Responses will be received up to and including 3:00 p.m., local time, on Tuesday March 13, 2018. Responses should be submitted in a sealed envelope clearly marked and addressed as follows:

RFP 01/18 Water Tender Apparatus

Captain Chris McCrea
Sooke Fire Rescue Department
2225 Otter Point Road
Sooke, BC V9Z 1J2

3.3 Submission Instructions

3.3.1 This document covers the supply and delivery of ONE (1) Water Tender unit for the Sooke Fire Rescue Department as per the attached specifications.

3.3.2 Proposals must be submitted on a chassis that is a current model. The specifications are minimum specifications.

3.3.3 All specifications must meet Ministry of Transportation and Infrastructure regulations, Workers' Compensation Act of B. C. regulations, and the B.C. Motor Vehicle Act regulations.

3.3.4 The response must be accompanied by a detailed drawing and description of the apparatus and equipment proposed.

3.3.5 Each response must include the document provided with this RFP that lists the specifications. Changes to the specifications must be indicated on the form with a written explanation included. Each requirement specified must state compliance, cannot comply or the stated alternative.

3.3.6 Proponents must include all costs, including applicable taxes, that relate to the manufacture and delivery of the water tender apparatus.

3.3.7 All equipment must be new.

3.3.8 The District of Sooke may require a demonstration of the equipment. Proponents should state in their Submission whether a demonstration can be arranged.

Contents of the submission are left to the discretion of the Proponent but must include, as a minimum, the requirements detailed in Schedules A and B.

3.4 Proposal Review

The review of Responses will be conducted by District of Sooke Fire Department staff.

3.5 Review and Selection

Responses will be reviewed against the mandatory criteria. Responses not meeting all mandatory criteria will be rejected without further consideration. Responses that do meet all the mandatory criteria will then be assessed and scored against the desirable criteria. Responses will be ranked and the District of Sooke's intent is to enter into contract negotiations with the Proponent who has the highest overall ranking.

Final approval will be made by the District of Sooke Council and will occur prior to the contract being authorized by the Mayor and CAO.

3.6 Changes to Response Wording

The Proponent will not change the wording of its Response after the closing date and time specified on the front cover of this RFP, and no words or comments will be added to the Response unless requested by the District of Sooke for purposes of clarification.

3.7 Proponent's Expenses

Proponents are solely responsible for their own expenses in preparing a Response and for subsequent negotiations with the District of Sooke, if any. The District of Sooke will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the Response, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

3.8 Acceptance of Responses

This RFP is not an agreement to purchase services. The District of Sooke is not bound to enter into a Contract with any Proponent. Responses will be assessed in light of the review criteria. The District of Sooke will be under no obligation to receive further information, whether written or oral, from any Proponent.

3.9 Definition of Contract

Notice in writing to a Proponent that its proposal has been selected as successful will neither constitute a Contract nor give the Proponent any legal or equitable rights or privileges relative to the service requirements set out in this RFP. Only if a Proponent and the District of Sooke enter into a subsequent full written Contract will a Proponent acquire any legal or equitable rights or privileges.

3.10 Modification of Terms

The District of Sooke reserves the right to modify the terms of this RFP at any time in its sole discretion. This includes the right to cancel this RFP at any time without entering into a Contract.

3.11 Ownership of Responses

All documents, including Responses, submitted to the District of Sooke become the property of the District of Sooke. They will be received and held in confidence by the District of Sooke, subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.

3.12 Confidentiality of Information

Information pertaining to the District of Sooke obtained by the Proponent as a result of participation in this RFP is confidential and must not be disclosed without written authorization from the District of Sooke.

3.13 Collection and Use of Personal Information

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If this RFP requires Proponents to provide the District of Sooke with personal information of employees who have been included as resources in response to this RFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the District of Sooke. Such written consents are to specify that the personal information may be forwarded to the District of Sooke for the purposes of responding to this RFP and use by the District of Sooke for the purposes set out in the RFP. The District of Sooke may,

at any time, request the original consents or copies of the original consents from Proponents, and upon such request being made, Proponents will immediately supply such originals or copies to the District of Sooke.

3.14 Additional Information on the RFP

All subsequent information regarding this RFP, including changes made to this document, will be posted on the District of Sooke website (www.sooke.ca). It is the sole responsibility of the Proponent to check for amendments and additional information on the website.

3.15 Form of Contract

Any Contract with a Proponent will be substantially similar to the terms and conditions of the District of Sooke's General Service's Agreement, a copy of which is attached as Appendix 2.

4. RFP Review Criteria

4.1 Mandatory Criteria

The following are mandatory requirements. Responses not clearly demonstrating that they meet them will receive no further consideration during the evaluation process.

Mandatory Criteria
a) The Response must be received by 3:00 PM Pacific Time on March 13, 2018 at the closing location.
b) The Response must be in English and must not be sent by facsimile or email.
c) The Response must be in a sealed enveloped clearly marked RFP 01/18 Water Tender Apparatus .
d) The Response must be signed by a representative of the Proponent that has the authority to commit the Proponent to a contract.

4.2 Desirable Criteria

Responses meeting the mandatory requirements will be further assessed against the following desirable criteria. A Proponent not reaching the minimum score in a given category (if applicable) will receive no further consideration during the RFP review.

Desirable Criteria	Points Available
Performance Measures (see below)	50
Contract Price	50
TOTAL POINTS AVAILABLE	100

4.3 Performance Measures

Quality of RFP will be evaluated with respect to the level of effort perceived as going into the RFP, adherence to required specifications and any innovative design options and concepts.

Delivery Schedule will be evaluated by the Proponent's ability to deliver the apparatus in a timely manner.

Warranty Location and Terms will be evaluated by examination of the Proponent's warranty costs and coverage and its ability to respond to warranty issues in a timely manner.

Parts Supply and Discounts will be evaluated by the Proponent's ability to offer replacement parts in a timely and at reasonable prices.

Schedule A – General Requirements and Standards

1.	The proposed asset must be designed and built to NFPA 1901 Standard (latest edition) and delivered in a condition that satisfies all relevant Provincial and Federal regulations to allow the vehicle to be used on the road of British Columbia, Canada. Regulatory compliance includes but not limited to British Columbia Motor Vehicle Act Regulations and Transport Canada approved.
2.	This fire apparatus is to work within an altitude range of 600 feet above sea level.
3.	The mileage on the chassis cannot exceed 5000 kilometers upon arrival at Sooke Fire Rescue.
4.	The proposals shall be submitted in Canadian funds only and shall cover the unit complete with all extra equipment as specified herein.
5.	The proposal price is to be quoted F.O.B. the District of Sooke, British Columbia, via road delivery by manufacturer's personnel unless otherwise indicated herein or agreed on in writing to the contrary, and to include all equipment as specified herein.
6.	Partial proposals or other proposals containing escalator clauses will not be considered.
7.	A firm delivery date shall be given and shall form part of this Request for Proposal.
8.	Failure to deliver on the specified date will result in a reduction of 5% of the final sale price for every 30-day period following the agreed upon delivery date. For example, on the 30 th day past due it would be a 5% reduction in price, on the 60 th day past due it would be an additional 5% price reduction.
9.	Complete descriptive literature is to be submitted with and shall form part of the proposal documents.
10.	Terms of warranty are to be specified by the manufacturer.
11.	Manufacturer to state nearest part and service branch, and the location of the plant where apparatus is manufactured.
12.	Minor details of construction and materials, where not otherwise specified, are left to the discretion of the contractor who shall be solely responsible for the design and construction of all features. Any changes or deviations at any time shall be agreed upon, in writing, before delivery will be accepted.
13.	Each responder shall supply with each proposal, a letter or letters, certificate or certificates or copies of the same from any and all manufacturers of the engine, transmission, pump, differential drive and the drive shaft components as to their compatibility with one another and to their use within this fire apparatus.
14.	Each proponent shall indicate whether the Engineering Department and the Design Department are part of the company or if they are a retained service. Please identify the qualifications and the size of each. The following section deals with the specifications of the proposed vehicle. This section is designed to establish the minimum requirements and configuration of the proposed vehicle.
15.	Each proponent shall furnish satisfactory evidence indicating their ability to construct the apparatus as specified.

Schedule B – Minimum Specifications

SECTION 1	MINIMUM SPECIFICATIONS	SECTION 2 BIDDER'S PROPOSAL
CAB/CHASSIS	International Workstar 2 door cab, RWD. Chassis frame shall be constructed of high strength steel "C" channel using good engineering practices to manufactures recommendation. It shall be painted, or powder coated black with finish applied before installation of airlines and electrical system. Frame shall meet the requirements of NFPA 1901 (current edition).	
WEIGHT DISTRIBUTION	Must meet NFPA and ULC requirements. Estimated load weight shall be provided with tender, shown for both front and rear axles	
N.F.P.A.	<p>All equipment is to be installed and built to conform to the latest Federal Standards as outlined in National Fire Protection Association Pamphlet 1901. Latest edition and ULC S 515-M88 Edition Standards</p> <p>All welding to be done to Canadian Welding Bureau Standards by certified welders in a certified shop. CSA STD W23-2 M1987. Proof of compliance to accompany bid response. (American Welding Society (AWS) is an acceptable equivalent.</p>	
PRODUCTION MEETING, MIDWAY & FINAL INSPECTION	<p>The proposed prices are to include return fares and costs for 2 representatives from the Sooke Fire Rescue Department to attend at the plant or place of assembly to inspect the vehicle which would include two (2) visits for two (2) people as set out below:</p> <p>ONE (1) pre-production meeting prior to commencement of construction</p> <p>ONE (1) final inspection prior to delivery</p>	
DIMENSIONS	<p>Wheelbase to be not more than 193"</p> <p>Vendor shall state dimensions of the proposed apparatus. Vehicle shall not exceed 10'0" in height</p>	

Engine	Cummins L9, with minimum of 380 hp. Engine protection system: electronic engine – integral warning system	
Speed Limiter	Road speed limit: 65mph (100kph)	
Alternator	Leece-Neville AVI160P2003 Brush Type; 12 Volt 240 Amp.	
Transmission and Equipment	Allison 3000 EVS, 6 speed automatic equipped with two PTO ports and matched to engine and drive train.	
Exhaust brake	As specified by Cummins for L9 engine	
Exhaust & heat shield	Fabricated steel exhaust heat shields will be provided to eliminate excessive heat to the body. The shields to the point where the exhaust exits the body.	
Exhaust	The exhaust shall exit the right side in front of the rear wheel, suitable for connection to the Neiderman exhaust system	
Axles & Equipment	AXLE, FRONT NON-DRIVING {Meritor MFS-16-143A} Wide Track, I-Beam Type, 16,000-lb Capacity. SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 16,000-lb Capacity; with Shock Absorbers AXLE, REAR, SINGLE {Meritor RS-30-185} Single Reduction, 30,000-lb Capacity, Driver Controlled Locking Differential, T Wheel Ends. Gear Ratio: 5.86 SUSPENSION, RR, SPRING, SINGLE Vari-Rate; 31,000-lb Capacity, with 4500 lb Auxiliary Rubber Spring	
Chassis Component Modification	To meet the design required and to ensure compatibility with the chassis manufacture's requirements, some of the chassis components may be required to be relocated	
On Spot Auto Chains	Rear axle shall be equipped with On Spot brand automatic tire chains	
Brake System Equipment	Brake package: 4-wheel disk brake Anti-lock braking system air with 6S6M (sensor modules) including ATC (automatic traction control) & RSC (roll stability control) or ESC (electronic stability control) Air reservoirs: steel Air tank drain cock valves:	
Brake Dust Shields	Front and rear axles shall be equipped with brake dust shields	
Shore Air Line	Air chuck shall be located below driver's door of a size and type currently in use by Sooke FD	
Bumper	Custom heavy duty front bumper. Covered with reflective "A" pattern of charcoal grey and red Front tow hook: (2) front frame powder coated red License plate mounting: single license plate bracket centred on the bumper.	
Fuel Tank	Minimum 50-gallon fuel tank mounted under the frame right side	
Batteries	Minimum of three (3) 12 v batteries total 2775 CCA	
Mud flaps front	Heavy duty front mud flaps will be supplied	

Mud flaps rear	Heavy duty rear mud flaps will be supplied	
Tires and wheels	Front tires two (2): Michelin tubeless radial tires XZUS2-315/80 R22.5, minimum 21,000 lb rating, on 10 stud disc wheels – Hub piloted, flanged nut Accuride steel wheels or equivalent, powder coated black, with bright stainless “baby moon” caps and nut covers Rear tires four (4): Michelin tubeless radial tires XDN 2 315/80 R22.5, minimum 48,000 lb rating on 10 stud disc wheels –Accuride steel wheels or equivalent, powder coated black with bright stainless nut covers and rear axle covers	
Side Mirrors	Two (2) (Lang Mekra) West coast style rectangular, power both sides, flat glass only, thermostatically controlled heated heads, clearance lights (LED), black heads, brackets and arms, break away type, 7.09” x 15.75” and integral convex mirrors (both sides) Down view mirror: right side above side window	
Steering	Column to be tilt and telescoping to accommodate various drivers.	
Air Bags	Frontal Air bags will be installed for both seating positions	
Grill	Painted black bedliner type coating	
Running Boards	Painted with black bedliner type coating.	
Horns	Air horns: Dual 25” Grover long stutter tone mounted thru the bumper with actuation through the smart steering wheel horn button. A push button switch on the officer side will be installed. Button will be labelled “Air Horns” and backlit. Electric horn: dual tone	
Key & lockset	all locks shall all be keyed the same	
Side Window Regulators	Power	
Cab Misc.	Cab: Day Cab Cab suspension: Air bag type Headlights: – as per chassis spec Marker light: (5) LED Turn signal: round bright Windshield: tinted	
Door Locks	Manual door locks.	
Cab Doors	Lower half panel of the doors to be covered with reflective “A” style in Red and White. A red LED warning light is to be put on the inside lower corner of each door. Two (2) Federal Signal micro pulse ultra MPS300U-R are to be activate when the door is in the open position.	

Entry Handles	Minimum of one grab rail shall be installed at each door. Handrails shall be a minimum 1 ¼" diameter stainless steel with black rubber inserts for grip.	
Interior materials	Dark colour preferred, vinyl seats, for heavy duty cycle. There shall be limited use of fabric materials in the cab. Rubber, plastic, vinyl and metal are preferred.	
Seating	Driver seat: Air ride Six-way electric with lumbar support Officer seat: Air ride Six-way electric with lumbar support	
Centre Console	Centre console with cup holders- Painted with black bedliner type coating	
Flooring	Heavy duty rubber with sound deadening	
Cabin Sound Dampening	A silencer package shall be provided for cab	
Interior lights	Dome mounted LED lighting activated by either door with 2 red/ white covers will be installed	
Weather Band Radio	A weather band am/fm radio c/w a minimum of 2 speakers to be supplied and installed	
Helmet holders	Two (2) helmet holders to be supplied and installed. On Scene Talon P/N 92510 mounted on the back wall	
Sun visors	Interior sun visors: driver/pass. (centre if required)	
Seat belt warning system	A seatbelt warning system shall be installed and will provide a visual and audible warning device whenever a seat is occupied, and the seatbelt remains unfastened once the parking brake is released.	
Headsets	Setcom 900 Intercom System for 2 positions will be supplied and installed. Both shall be Liberator wireless headsets. (intercom/ PTT)	
Map Light	LED to be mounted to the officer side	
Computer Mount	Gamber Johnson Universal Cradle w/ Mongoose 9" Locking Side Arm. To be mounted to the officer side centre.	
Power Points	2 @ 12v and 2@110v	
Inverter	Inverter: with sufficient power to charge computer and other electronic devices	
Electrical	Automatic self-reset circuit breakers schematic card: un-mounted basic wiring diagram for 12v neg ground sys.	
Battery conditioner	A Kussmaul Auto Charge 1200, 20-amp battery conditioner. The remote charge indicator location to be discussed at the pre-build meeting. The Kussmaul 20 amp/ 110v auto eject with yellow weather proof cover to be located on the driver's side step near the air shore line.	
HVAC System	The cab shall be equipped with a HVAC system consisting of heater/defroster/air conditioning functions.	

Instruments & controls	<p>Gauge package as a minimum shall include:</p> <p>Low air pressure warning: light and buzzer</p> <p>Air system pressure gauge: dual needle primary & secondary</p> <p>Air restriction warning light: dash mounted</p> <p>Backup alarm: required</p> <p>Cruise control switches: optional</p> <p>Starter control: manufactures specification</p> <p>Driver info centre: odometer /trip /engine hour /voltage display</p> <p>Fuel level gauge: manufactures specification</p> <p>Coolant temperature gauge: manufactures specification</p> <p>Transmission temperature gauge: manufactures specification</p> <p>Trip hour meter: manufacturer specification</p> <p>Engine oil pressure gauge: manufactures specification</p> <p>Speedometer: electronic KPH/MPH</p> <p>Tachometer: manufactures specification</p> <p>Digital voltage display: integral w/driver display</p> <p>Windshield wiper control: single electric wipers motor w/delay and auto headlights on if wipers are activated</p> <p>Marker lamp switch: marker light/headlight switch w/separate interrupter for clearance lights</p> <p>Parking brake system: one-way parking brake system w/warning</p> <p>Turn signal flasher: HD mechanical</p>	
Compartments	<p>All compartments shall be fitted with grid matting.</p> <p>All compartments shall be of a "sweep out" design.</p> <p>All compartments shall be weatherproofed.</p> <p>All compartments shall be equipped with roll up doors.</p> <p>Doors shall be body colour.</p> <p>All compartments shall be vented.</p> <p>A visual and audible warning device will activate in the cab to alert if any compartment door is not securely closed.</p>	
Traffic Cone holder	A bracket to hold traffic cones to be located on the driver's side behind the cab, in front of the suction hoses (exterior).	
SCBA Bottle Storage	Two (2) wheel well compartment(s) shall be provided to accommodate a standard 60 min SCBA bottle	
Apparatus Body	Body will be an enclosed tank double low side. The apparatus body shall be constructed of aluminum sheet, minimum 1/8" in thickness with aluminum extrusions. All fasteners shall be of stainless steel.	
Porta Tank Storage	Shall be on the right side above cabinets. It shall accommodate a 2500 US. Gal. tank. A Zico Electric swing down PTS with a flashing light kit shall be used. A LED warning light for "storage tank not bedded" shall be in the cab	
Aluminum Rub Rails	Aluminum "C" channel rub rails shall be bolted along both sides of the apparatus body to protect the compartments and doors. Dark grey reflective stripping will be installed in the channel.	

Hose bed	To be able to accommodate 500' of 3" rubber supply hose	
Hose Bed Cover	Dark grey vinyl with shock cord attachments	
Compartment Painting	The interior of all compartments will be prepared and painted with a polyamide yellow epoxy splatter finish.	
Compartment light	Each compartment will be supplied with lighting that shall be mounted to illuminate all areas of the compartment, regardless of placement of shelving. Lighting shall be LED	
Cab Running boards	Aluminium non-skid running boards will be supplied on both sides of the cab. Min. of 1/8 th inch thickness and be painted with a black bedliner type coating	
Compartment Shelving	Price shall include a minimum of 1 adjustable shelf in each compartment, and 1 roll out tray. Locations to be specified. In prebuild meeting	
Wheel well liners	Full width wheel well liners will be provided to keep water and road salt away from the body. The liners will be bolted in using stainless steel bolts and the liner will be completely removable to provide access to the rear spring shackles	
Sub frame	As per body manufactures requirements	
Handrails	Extruded aluminium handrails fitted with inlaid rubber strips for improved grip, and not less than 1 1/4" outside diameter are to be provided where necessary on the body.	
Rear tow loops	The rear tow loops will be mounted to the frame and extend outside the rear face of the body. They shall be painted dark grey	
Wiring diagram	The unit will be delivered with an "as built" wiring diagram which will show individual wire colours, wire gauges, and describe all major components and accessories supplied.	
Clearance & marker lights	To meet FMVSS requirements. LED lighting shall be used whenever possible.	
Back up alarm	A back up alarm will be installed to operate when reverse gear is engaged.	
Back Up Camera	A rear/side view camera shall be a box style and recessed in the rear of the apparatus body. The camera will be wired to the multiplex screen in the cab.	
Rear taillight assembly	Federal Signal LED Q164Z4 Left/ Right QL64Z-BTT, QL64Z-TURN, QL64Z-BACKUP, QL64XF-R	
Master switch	A Cole-Hersee model # M-284-01 master switch will be installed in the cab near the driver's seat, which will be accessible to the driver. It will isolate the cab interior and body electronics.	
Load test on circuits	All body electrical circuits will have a load test applied to ensure that no components/accessory will draw more than 80% of the circuit breaker rating.	
Switch panel	The main emergency switches will be located in the main cab (location will be determined) in a way that will be easily accessible. A backlit label will identify each switch.	
Heat shrink tubing	All exposed terminals will be soldered and sealed with heat shrink tubing	

Wiring/electrical system	<p>A multiplex electrical system shall be supplied. A screen display will be provided in the cab. The system shall be a single starting type installed per NFPA 1901.</p> <p>And (ELM) electrical load management system will be installed to shed power in the event of power loss in the 12-volt system.</p> <p>Attention will be paid to the design of the apparatus electrical system to ensure performance in a high moisture and road salt environment. All electrical circuit wiring will be colour coded for ease of identification and will be encased in a protective loom, which will be secured and protected against heat, moisture, oil and physical injury.</p> <p>All electrical wiring shall be made with stranded conductors of a carrying capacity commensurate with the expected loading, with insulation in accordance with SAE for such loading at the potential employed.</p> <p>All body wiring shall terminate in a 100% moisture proof junction box, which will be located in the rear body compartment, to ensure access. The junction box will contain a wiring legend of all wires, which terminate in this box.</p> <p>Only automotive type thermal reset breakers will be used where required.</p> <p>System shall be 12 volt and include a minimum of 3 – 950 CCA batteries with 210 minute reserve capacity</p> <p>A 120v shore power connection shall be provided at or near the driver's door. The connection shall be wired to an electrical outlet in the cab and into outlets in two (2) compartments in the truck body for use in recharging cordless tool batteries and similar devices.</p>	
Emergency Warning Lights	<p>Front Grill: Two (2) Federal Signal Micro Pulse MPS652-RW</p> <p>Front Bumper Corners: Two (2) Federal Signal Micro Pulse Wide Angle MPSW6-R</p> <p>Hood L/R: Two (2) Federal Signal Micro Pulse Wide Angle MPSW9-RW</p> <p>Body L/R: Four (4) Federal Signal Quadra Flare QL73SF-RR</p> <p>Rear: Two (2) Federal Signal Quadra Flare QL73SF-RR</p> <p>Two (2) Rotators Federal Signal SLR Beacon 262650-04 Red Dome</p>	
Traffic advisor	Federal Signal Latitude Traffic Advisor PL85-A.	
CREST Radio and wiring	A Motorola mobile two-way radio and antenna – compatible with the Greater Victoria CREST radio system shall be supplied and installed in the apparatus cab. A weather proof speaker, microphone and wireless headset tied into the CREST radio.	
Front Osilaser	One code 3 model OL150 Osilaser clear light will be mounted in the front grill. It will automatically shut off when spring brakes are applied	

Light bar	The roof mounted light bar will be Federal Signal Navigator NVG73-NFPA3, and white alley lights on right and left side of light bar. Light bar will be permanently mounted to the roof. The apparatus roof will be reinforced to withstand the mounting of the bar. Configuration of light colours shall be all red except for two (2) white warning lights one (1) on each side facing forward. The white warning lights will go out with the activation of the spring brakes.	
Siren	Federal Signal Smart Siren Platinum P/N SS3000B	
Siren Speakers	Two (2) Federal Signal 100 watt, speakers will be provided and mounted through the front bumper on each side of the front licence plate. The speakers will be protected from snow and road spray.	
Brow Light	Rigid Industries Spot /Flood light SR40CW 40" To be mounted to bottom of the light bar	
12-volt scene lights	Four (4) TecNiq K900 LED scene lights with black bezels will be installed, one (1) on either side of the apparatus body and two (2) on the rear, as high as possible and approximately centred on the body to illuminate the work area around the truck. The rear scene lights shall come on automatically when the truck is in reverse. All scene lights shall be operated from three (3) separate switches in the cab. Labelled left scene, right scene and rear scene	
Under body ground light	Four (4) Weatherproof LED strip lights will be installed under body edges for extra ground lighting, under cab doors and at rear corners of apparatus. A switch to operate lights will be installed in the cab & pump panel. These lights will be activated while the apparatus is in reverse	
Work lights	A light shall be installed in the engine compartment and in the pump compartment to illuminate the work area. Individual switches will be installed on the LED light heads.	
Under coating	Undercoating will include the entire under portion of the body, the rear fender wells, and the inside of the body.	
Paint colour	The cab and body will be painted and finished in the colour red. Paint to be used shall be "Dupont Imron #753" polyurethane or equivalent.	
Side Reflective Striping	A dual 4" dark grey reflective striping shall be installed full length on the body sides. A striped "A" style pattern shall be applied to the entire rear of the body. It shall be red and white reflective	

Apparatus Identification	<p>Two (2) Sooke Fire Department door decals will be supplied by Sooke FD for installation on the driver and passenger side door.</p> <p>Four (4) "Tender 1" a minimum 6" in size, will be installed on each side of the body, the front bumper and at the rear of the apparatus. Lettering and numbering shall be white with dark grey shadow.</p> <p>One (1) 1 ½" reflective dark grey "SK202" on the driver's door just below the window.</p>	
Wheel Chocks	NFPA compliant wheel chocks. These chocks shall be matched to the apparatus. Brackets shall be supplied to accommodate wheel chocks on driver's side. Location to be decided at prebuild meeting.	
Midship Fire Pump	The fire pump shall be a mid mount, side control Hale AP50 420 IGPM (PTO)	
Pump Access Door	The pump access door shall be as large as possible to accommodate ease of entry and maintenance of the pump components. Adequate lighting shall be provided to work in this area. The door shall be mounted on stainless steel hinges with stop installed to prevent the door from opening to far.	
Pump Shift	The pump shift actuating mechanism shall be operated from a switch in the cab.	
Primer	The priming pump shall be an oil less Hale model ESP self-priming system. (air primer acceptable alternative)	
Pressure Governor / Controller	Pump Panel Pressure Governor will be FRC Pump Boss	
Pump heat exchanger	Installed to assist in engine cooling	
Valves	All intake and discharge valves shall be stainless steel.	
Discharge Valves	<p>Two Elkhart electric valves</p> <p>1 – 2 ½" discharge port shall be installed on the passenger side of the pump in compartment R1. The front lower half of the cabinet will accommodate a preconnected 150' 1 ¾" line on a slide out tray</p> <p>1 – 2 ½" discharge port shall be installed on the driver's side with an aluminum "Pyrolite" style finish cap</p>	
Intake Valves	<p>1 – 4" main suction port shall be installed on driver's side of the pump panel equipped with a Elkhart electric operated master intake valve fitted with Northline 30 degree elbow and a 4" Storz connection.</p> <p>- 2 ½" suction valve handle on the left</p>	

Valve Caps	All 2 ½" intake and discharge valves shall be equipped with appropriate caps or plugs fitted on chains. 2 ½" discharge caps shall be fitted with a 1 ½" reducer and cap. All caps and 30 deg. Swivels to be "Pyrolite"	
Hard suction hose and brackets	Two 10-foot lengths of 6" and two 10-foot lengths of 4" hard suction hose c/w mounting bracket shall be installed on the driver's side as low as possible. All brackets shall be able to accommodate a low-level strainer preconnected.	
Dump Valve	Air valve, 10" square, 180-degree swivel with manual extension. Controls to open the valve to be located on the back officer side.	
Water Tank	A 1750 imperial gallon, fully baffled, polypropylene booster tank with a lifetime warranty shall be installed in the apparatus. The overflow shall be piped to discharge behind the rear wheels.	
Water Tank Plumbing	A minimum of 3" plumbing shall be used for the tank to pump function. A minimum of 2" plumbing shall be used for the tank fill function.	
Direct Tank Fill	Shall be a 4" butterfly valve with a 30-degree storz connection and "Pyrolite" cap. It shall be located on the rear right side of the tank as low as possible for ease of connection. It shall have internal plumbing to make it fill from the top to eliminate head pressure while filling.	
Gauges	There shall be one individual (3 inch), fluid filled and labelled pressure gauge for each discharge outlet. There shall be one Class 1, fluid filled (5 inch) compound gauge and one – (5 inch) discharge gauge.	
Flow meter	A flow meter shall be installed on the pump operator panel to display the large diameter outlet discharge rate.	
Hour meter	A pump hour meter shall be provided on the pump operator's panel.	
Air horn	A labelled "Air Horn" button to be installed on the pump panel.	
Water Tank Level Gauge	An LED visual water tank indicator shall be installed on the pump operator's panel, in the cab and on the back of the tank near the dump valve.	
Pump Panel Identification	All pump discharges shall be identified, and colour coded according to NFPA recommended standards.	
Compartments LH & RH sides	Compartments shall be configured to provide a maximum amount of usable space.	
Warranties	Manufacturer shall specify warranty on all components of this apparatus.	
Operation / service manuals	A minimum of two complete sets of operation and service manuals (in print form) or one complete set in a CD or DVD format shall be provided.	

Additional Equipment	<p>The manufacturer shall include pricing on any or all optional additional equipment including:</p> <ul style="list-style-type: none"> 2 – sets of standard hose wrenches and mounting brackets 1 – sets of 4" Storz hose wrenches and mounting brackets 1 – Adjustable hydrant wrench and mounting bracket 2 – 6" x 10' Suction hose NH thread 2- 6" low level strainers with jet siphon 2- 4" x 10' Suction hose with storz thread 2- 4" low level strainers with jet siphon 500'- 3" Supply hose w/ 2 1/2" connections 	
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GENERAL SERVICES AGREEMENT

Project Name: _____
District of Sooke File No: _____

THIS AGREEMENT dated for reference this day ____ of ____, 2018.

BETWEEN:

(Name of Contractor), (*Incorporation No*), having an address at **(Address)**

("the Contractor")

AND:

DISTRICT OF SOOKE, a municipality incorporated under the *Local Government Act*, having an address at 2205 Otter Point Road, Sooke, British Columbia, V9Z 1J2

(the "District of Sooke")

GIVEN THAT:

- A. The District of Sooke desires to engage the services of the Contractor as an independent contractor to perform (*type of services*) as more particularly described below, and
- B. The Contractor agrees to provide such services on the terms and subject to the conditions set out in this Agreement,

IN CONSIDERATION OF the sum of one (\$1.00) dollar paid by the District of Sooke to the Contractor, and the mutual agreements and covenants under this Agreement, and as a condition of the District of Sooke retaining the Contractor, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

1.0 Interpretation

- 1.1 In this Agreement, the following terms have the meanings set out after each:

"Agreement" means this agreement, including the recitals and schedules hereto, each as supplemented or amended from time to time;

2.0 Schedules Incorporated

- 2.1 The following are Schedules to, and form an integral part of, this Agreement:

Schedule "A" – (*To be Determined*)
Schedule "B" – Privacy Protection Schedule

- 2.2 If there is a conflict between a provision in a schedule to this Agreement and any other provision of this Agreement, then the provision in the schedule is inoperative to the extent of the conflict, unless it states that it operates despite a conflicting provision of this Agreement.

3.0 Effective Date and Term

- 3.1 This Agreement takes effect immediately upon execution by all of the Parties.
- 3.2 The term of this Agreement is for that period (*set out in Schedule A or dates of term*).

4.0 Authority

- 4.1 The Contractor represents and warrants to the District of Sooke that it has the authority to enter into this Agreement and carry out its transactions and all necessary resolutions and procedural formalities have been completed and the persons executing this Agreement on its behalf are duly authorized to do so.

5.0 Services

- 5.1 The District of Sooke hereby retains the Contractor as an independent contractor to provide the services described in Schedule A ("the Services").
- 5.2 The Contractor shall provide the Services strictly in accordance with the terms and conditions set out in this Agreement.
- 5.3 The Contractor shall provide the Services during the time period set out in section 3.2 of this Agreement, regardless of the date of execution or delivery of this Agreement unless an extension of the time period is agreed to in writing by both parties.
- 5.4 The Contractor will perform the Services to a standard of care, skill and diligence maintained by person providing, on a commercial basis, services similar to the Services.

6.0 Compensation

- 6.1 During the term of this Agreement the District of Sooke shall pay the Contractor for the Services at the rates and times described in Schedule A.
- 6.2 The Contractor shall submit written statements of account to the District of Sooke according to the schedule set out in Schedule A.
- 6.3 The District of Sooke shall reimburse the Contractor for all necessary expenses that the Contractor incurred while performing the Services and shall do so in accordance with the terms set out in Schedule A.
- 6.4 The District of Sooke shall not pay the Contractor for any fees or expenses in excess of any limit specified in Schedule A, except where that is agreed to in writing by the parties.
- 6.5 Any expense claims provided by the Contractor to the District of Sooke shall be supported by proper receipts.

7.0 Contractor's Obligations

- 7.1 The Contractor shall be responsible for the payment of all income and other taxes attributable to any payments made under this Agreement. The Contractor agrees to indemnify and save harmless the District of Sooke from and against any and all manner of actions, claims and demands which may be made against it in respect of any fees, assessments, levies, rates, taxes or other charges made, demanded, assessed or otherwise claimed by any provincial or federal government or other body of competent jurisdiction in respect of any monies paid to the Contractor under this Agreement.
- 7.2 The Contractor shall apply for and, immediately on receipt, remit to the District of Sooke any refund or remission of federal or provincial tax or duty available with respect to any items used in connection with this Agreement.
- 7.3 The Contractor shall supply and pay for all labour and materials necessary or advisable to provide the Services.
- 7.4 The Contractor shall be responsible for all applications, permits or other approvals necessary or advisable to provide the Services.
- 7.5 The Contractor shall maintain time records and books of account, invoices, receipts, and vouchers for all expenses incurred, in form and content satisfactory to the District of Sooke.
- 7.6 The Contractor shall, upon request, fully inform the District of Sooke of all work done in connection with providing the Services.
- 7.7 The Contractor shall comply with the District of Sooke's instructions regarding the performance of the Services, but not as to the manner in which those instructions are carried out, except as specified in this Agreement.
- 7.8 The Contractor shall, when necessary, provide and supervise a sufficient number of workers to enable timely and proper performance and completion of the Services, and shall ensure that all such workers are competent, work efficiently and are qualified by education, training and experience to carry out the tasks to which each is assigned.
- 7.9 All workers hired by the Contractor to perform the Services shall be the employees of the Contractor and shall not be the employees of the District of Sooke.
- 7.10 The Contractor shall refrain from doing anything that would result in workers hired by the Contractor being considered the employees of the District of Sooke.
- 7.11 The Contractor shall reassign, replace or remove a worker who does not meet the requirements described above, or who has behaved or is likely to behave in a manner detrimental to the provision of the Services, or has violated or is likely to violate the confidentiality provisions of this Agreement.
- 7.12 Where a worker is identified in a schedule to this Agreement as "Key Personnel" and is essential to the performance of the Services, then the Contractor shall not remove or replace them without the District of Sooke's prior written approval.
- 7.13 The Contractor shall bear the expense of replacing its workers.
- 7.14 Nothing in this Agreement restricts the right of the Contractor to terminate its employee's employment, or renders the Contractor liable for an employee's voluntary termination, or for any labour strike or lockout involving the Contractor's employees.

8.0 Conflict of Interest

- 8.1 The Contractor shall not provide services to any other person or organization where that could reasonably give rise to a conflict of interest.

9.0 Subcontracting

- 9.1 The Contractor shall not subcontract any obligation under this Agreement, other than to persons or firms listed in this Agreement, without the prior written consent of the District of Sooke.
- 9.2 The District of Sooke may, for reasonable cause, object to the use of a proposed subcontractor and require the Contractor to retain another qualified subcontractor.
- 9.3 No subcontract, whether consented to or not, shall relieve the Contractor of any obligations under this Agreement.
- 9.4 The Contractor shall ensure that any subcontractor fully complies with this Agreement when performing the subcontracted Services.

10.0 Non-Compliance

- 10.1 If the Contractor fails to observe, perform, or comply with any provision of this Agreement, then the District of Sooke may, at its sole discretion:
- (a) allow the Contractor to continue to provide the Services with a time limit for compliance, rectification or both; or
 - (b) suspend all or part of the Services, including payments in whole or in part, and give the Contractor a time limit for compliance, rectification or both.
- 10.2 If the District of Sooke has set a time limit for compliance, rectification or both and believes that the Contractor has failed to meet the time limit, the District of Sooke may employ whatever means necessary to rectify that non-compliance, including performance of the Contractor's obligations on the Contractor's behalf and/or termination of this Agreement, and the Contractor shall pay an amount equal to all costs reasonably incurred by the District of Sooke in rectifying the non-compliance.

11.0 Termination

- 11.1 The District of Sooke may terminate this Agreement at any time, and without cause, by giving ninety (90) days' written notice of termination to the Contractor and paying the Contractor an amount equal to the minimum fees that would otherwise have been payable for the Services completed at the time of termination. That payment shall discharge the District of Sooke from all liability to the Contractor under this Agreement.
- 11.2 The District of Sooke may terminate this Agreement if the Contractor fails to comply with any of the terms, covenants and agreements that the Contractor must observe or perform under this Agreement and that failure continues for fourteen (14) days after receipt by the Contractor of notice in writing from the District of Sooke specifying the failure.
- 11.3 The Contractor may terminate this Agreement by providing ninety (90) days' written notice of termination to the District of Sooke.

12.0 Information Made Available

- 12.1 The District of Sooke shall make available to the Contractor all information in its possession that the District of Sooke considers relevant to the Contractor's performance of the Services.

13.0 Intellectual Property

- 13.1 The Contractor agrees that any documentation or deliverables developed by the Contractor for the purposes of this Agreement is the property of the District of Sooke and any copyrights, ownership rights or any other rights to such documentation or deliverables remain solely with the District of Sooke.

14.0 Materials and Equipment

- 14.1 Any material or equipment that the District of Sooke provides to the Contractor, or to a subcontractor hired by the Contractor, shall remain the exclusive property of the District of Sooke.
- 14.2 The Contractor shall deliver to the District of Sooke any material or equipment provided to the Contractor or the Contractor's subcontractor immediately following expiration or termination of this Agreement, or as requested by the District of Sooke, and the material or equipment shall be returned in the same condition that it was supplied to the Contractor, except for loss or damage resulting from reasonable wear and tear associated with the performance of the Services.

15.0 Insurance

- 15.1 The Contractor shall, at its own expense, maintain at all times during the term of this Agreement, general liability insurance coverage in an amount and with deductibles as described in the District's Risk Management – Contract Services Policy 5.4, and shall ensure that the District of Sooke is named as an insured.
- 15.2 The Contractor shall apply to the Workers' Compensation Board for coverage for the Contractor and any workers or other persons engaged by the Contractor to perform the Services during the term of this Agreement.
- 15.3 The Contractor may, at its own expense, provide additional insurance for its members to augment WorkSafe BC coverage.
- 15.4 The Contractor shall comply with all conditions of the *Workers Compensation Act* and regulations, and will be responsible for all fines, levies, penalties and assessments made or imposed under the *Workers Compensation Act* and regulations relating in any way to the Services, and shall indemnify and save harmless the District of Sooke, its employees and agents, from and against any such fines, levies, penalties and assessments.

16.0 Confidentiality

- 16.1 The Contractor acknowledges that in the performance of its responsibilities hereunder, the Contractor may have access to confidential and personal information and records and the Contractor shall maintain strict confidentiality concerning any information, data, reports,

- instructions or directions received from or delivered by the District of Sooke in connection with the providing of any Services under this Agreement ("the Confidential Information").
- 16.2 Statements or materials related to the Services shall not be released by the Contractor to the public without the prior written approval of the District of Sooke. This approval will not be unreasonably withheld.
- 16.3 During and after the term of this Agreement, the Contractor shall not, directly or indirectly, disclose Confidential Information to any person or use any Confidential Information, except:
- (a) as required in the course of performing the Services and then only to staff of the District of Sooke on a need-to-know basis; or due to a legal requirement for disclosure
 - (b) where the information is already publicly available;
 - (c) with the prior written consent of the District of Sooke.
- 16.4 All Confidential Information which the Contractor shall prepare or use or come in contact with shall be and remains the District of Sooke sole property and shall not be removed from the District of Sooke premises without its prior written consent, except as required in the normal course of performing the Services under this Agreement.
- 16.5 The Contractor agrees to return to the District of Sooke all the Confidential Information provided by the District of Sooke and any copies of such material in its possession forthwith upon demand.
- 16.6 The Contractor agrees that it will cause any worker, before commencing his or her duties, to sign a written confidentiality agreement and the Contractor shall be liable to the District of Sooke for any breach of any such agreement by the worker.
- 16.7 The Contractor agrees that, upon request of the District of Sooke, or in the event that the Contractor ceases to require use of the Confidential Information, or upon expiration or termination of this Agreement, the Contractor will turn over to the District of Sooke all data, documents, specifications, drawings, reports, software, disks or other computer media, or other material in the possession or control of the Contractor that:
- (a) may contain or be derived from ideas, concepts, creations, or trade secrets and other proprietary and Confidential Information; or
 - (b) is connected with or derived from the Contractor's Services to the District of Sooke.
- 16.8 The Contractor agrees and acknowledges that the Confidential Information is of a proprietary and confidential nature and that any failure to maintain the confidentiality of the Confidential Information in breach of this Agreement cannot be reasonably or adequately compensated for only in money damages and would cause irreparable injury to the District of Sooke. Accordingly, the Contractor agrees that the District of Sooke is entitled to, in addition to all other rights and remedies available to him at law or in equity, an injunction restraining the Contractor and any agents of the Contractor, from directly or indirectly committing or engaging in any act restricted by this Agreement in relation to the Confidential Information.
- 16.9 The Contractor will comply with and agrees to the Privacy Protection Schedule B of this Agreement.

17.0 Notices

- 17.1 Any notice permitted or required to be given by a party hereunder shall be given in writing, and may be delivered by hand, sent by facsimile transmission, or forwarded by first-class prepaid registered mail to the addresses and fax numbers set forth below, or to such other addresses as may from time to time be provide by the parties in writing. Any notice delivered by hand or sent by facsimile shall be deemed to be given and received at the time of sending. Any notice that is sent by prepaid or registered mail shall be deemed to have been received by the party to whom it is addressed on the fourth (4th) business day (Saturdays, Sundays and Statutory Holidays excluded) following the date of posting, provided that Canada Post service is not interrupted by strike or lock-out at the time of posting or within four (4) business days thereafter, in which case the notice shall only be effective once it is actually delivered.
- 17.2 Notices under this Agreement are to be delivered as follows:

To the District of Sooke:

District of Sooke of Sooke
2205 Otter Point Road
Sooke, BC V9Z 1J2
Attention: Corporate Officer

Fax: (250) 642-0541

To the Contractor:

(Name of Contractor)
(Address)

18.0 Dispute Resolution

- 18.1 In the case of any dispute arising between the District of Sooke and the Contractor, a party to this Agreement may give the other party notice of the dispute, and if the matter cannot be resolved the parties may submit the dispute to arbitration by a single arbitrator in accordance with the *Commercial Arbitration Act* (British Columbia), as amended.

19.0 Force Majeure

- 19.1 For the purposes of this Agreement, the term "Force Majeure" is defined as an Act of God, an act of a public enemy, war, labour disruptions and other extraordinary causes not reasonably within the control of the Contractor.
- 19.2 If the Contractor is rendered unable, wholly or in part, by Force Majeure to provide the Services then the Contractor shall provide to the District of Sooke notice of the Force Majeure as soon as reasonably possible, and to the extent that the Contractor's performance is impeded by the Force Majeure it shall not be in breach of its obligations under this Agreement.
- 19.3 The parties acknowledge and agree that during an event of Force Majeure, the Contractor's obligations pursuant to this Agreement shall be reduced or suspended as the case may be,

but not longer than the continuance of the Force Majeure, except for a reasonable time period after if required by the Contractor to resume its obligations.

20.0 No Assignment

20.1 The Contractor may not assign any of its rights or interests in this Agreement.

21.0 Binding on Successors

21.1 This Agreement enures to the benefit of and is binding upon the parties and their respective successors and permitted assigns, notwithstanding any rule of law or equity to the contrary.

22.0 Remedies Cumulative

22.1 No reference to or exercise of any specific right or remedy by the District of Sooke prejudices or precludes the District of Sooke from any other remedy, whether allowed at law or in equity or expressly provided for in this Agreement. No such remedy is exclusive or dependent upon any other such remedy, but the District of Sooke may from time to time exercise any one or more of such remedies independently or in combination. Without limiting the generality of the foregoing, the District of Sooke is entitled to commence and maintain an action against the Contractor to collect any sum not paid when due, without exercising the option to terminate this Agreement.

23.0 Waiver

23.1 Waiver by the District of Sooke of any breach of any term, covenant or condition of this Agreement by the Contractor must not be deemed to be a waiver of any subsequent default by the Contractor. Failure by the District of Sooke to take any action in respect of any breach of any term, covenant or condition of this Agreement must not be deemed to be a waiver of such term, covenant or condition.

24.0 Indemnity

24.1 The Contractor shall indemnify, release and save harmless the District of Sooke and its elected and appointed officials, officers, employees, agents, contractors, successors and assigns from any and all liabilities, actions, damages, claims, losses, orders, fines, penalties, costs and expenses, including the full amount of all legal fees and expenses that may be brought against, or suffered or incurred by, the District of Sooke or any of its elected and appointed officials, officers, employees, agents, contractors, successors and assigns, in any way directly or indirectly arising from or in connection with the activities, actions or omissions of the Contractor or any of its employees, subcontractors, agents, licenses, servants, invitees or anyone for whom the Contractor is in law responsible, in relation to the Services or in connection with this Agreement. The indemnities set out in this paragraph do not include indemnifications for negligence or wilful or malicious misconduct on the part of the District of Sooke or a person for whom the District of Sooke is responsible at law. This paragraph will survive termination of this Agreement.

25.0 Release

- 25.1 The Contractor releases the District of Sooke from and against all liabilities, claims, demands, damages, costs, expenses, suits and actions which the Contractor may at any time have against the District of Sooke in respect of the Services, this Agreement and related matters. The obligations of the Contractor under this section survive the expiry or earlier termination of this Agreement.

26.0 General

- 26.1 Time is of the essence of this Agreement.
- 26.2 Parties may by written agreement amend this Agreement
- 26.3 Every reference to each party is deemed to include the heirs, executors, administrators, corporate successors, servants, employees, agents, contractors, officers, licensees and invitees of such party, wherever the context so requires or permits.
- 26.4 Wherever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties so require.
- 26.5 Unless otherwise specified in this Agreement, all references to currency are in Canadian dollars.
- 26.6 The headings included in this Agreement are for convenience only and do not form part of this Agreement and will not be used to interpret, define or limit the scope or intent of this Agreement.
- 26.7 This Agreement shall be construed in accordance with the laws of the Province of British Columbia. Without limitation, the Contractor acknowledges that this Agreement is subject to the *Freedom of Information and Protection of Privacy Act*.
- 26.8 If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of the Agreement.
- 26.9 The provisions in this Agreement constitute the entire agreement between the parties and supersede all previous communications, representations, warranties, covenants and agreements whether verbal or written, between the parties with respect to the subject matter of this Agreement.

NOW THEREFORE as evidence of their agreement to be bound by the terms of this Agreement, the parties have executed this Agreement as follows:

DATED the day of , 2018

District of Sooke by its authorized
signatories:)

Mayor:)

CAO:)

DATED the day of , 2015)

(Name of Contractor) by its
authorized signatories:)

Name:)

Name:)

SCHEDULE A

To Be Determined

SAMPLE

SCHEDULE B

PRIVACY PROTECTION SCHEDULE

This Schedule forms part of the agreement between the District of Sooke (the "Public Body") and _____ (the "Contractor")
respecting _____ (the "Agreement").

Definitions

1. In this Schedule,
 - (a) **"access"** means disclosure by the provision of access;
 - (b) **"Act"** means the Freedom of Information and Protection of Privacy Act (British Columbia), as amended from time to time;
 - (c) **"contact information"** means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (d) **"personal information"** means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Public Body and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the Public Body to comply with its statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Contractor is aware of and complies with its statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by the Public Body to answer questions about the Contractor's collection of personal information.

Accuracy of personal information

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Public Body to make a decision that directly affects the individual the information is about.

Requests for access to personal information

7. If the Contractor receives a request for access to personal information from a person other than the Public Body, the Contractor must promptly advise the person to make the request to the Public Body unless the Agreement expressly requires the Contractor to provide such access and, if the Public Body has advised the Contractor of the name or title and contact information of an official of the Public Body to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

8. Within 5 business days of receiving a written direction from the Public Body to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.

9. When issuing a written direction under section 8, the Public Body must advise the Contractor of the date the correction request to which the direction relates was received by the Public Body in order that the Contractor may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Public Body, the Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of personal information from a person other than the Public Body, the Contractor must promptly advise the person to make the request to the Public Body and, if the Public Body has advised the Contractor of the name or title and contact information of an official of the Public Body to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

13. Unless the Public Body otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Public Body in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

15. Unless the Public Body otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

16. Unless the Public Body otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Public Body if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in its custody or under its control the Contractor:
 - (a) receives a foreign demand for disclosure;
 - (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
 - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosurethe Contractor must immediately notify the Public Body and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

19. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in its custody or under its control, the Contractor must immediately notify the Public Body. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

Inspection of personal information

20. In addition to any other rights of inspection the Public Body may have under the Agreement or under statute, the Public Body may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information

management policies or practices relevant to its management of personal information or its compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

21. The Contractor must in relation to personal information comply with:
 - (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
 - (b) any direction given by the Public Body under this Schedule.
22. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

23. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Public Body of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

24. In addition to any other rights of termination which the Public Body may have under the Agreement or otherwise at law, the Public Body may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Public Body under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
30. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act