



February 4, 2018

File No. 1790-20

To WHOM IT MAY CONCERN

Re: **DISTRICT OF SOOKE  
JANITORIAL SERVICES  
REQUEST FOR QUOTES**

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The District of Sooke is requesting quotes for Janitorial Services at four (4) office locations consisting of Municipal Hall and Council Chamber (at 2205 Otter Point Road), Sooke Fire Department Station One (at 2225 Otter Point Road), Sooke Fire Department Station Two (at 2011 Goodridge Road), and Wastewater Treatment Plant (at 7113 West Coast Road). The scope of work is attached.

By delivering a Bid, the Bidder irrevocably agrees that the Bidder has received, read, examined and fully understood the scope of work and all terms of reference in this Request. The bid shall remain open for 60 days. Once approval is awarded by the District of Sooke, it is expected that the work will begin March 4, 2019. Attached is a sample of the General Services Agreement that the selected proponent will be expected to enter into. Proof of inter-municipal or District of Sooke business licence is required.

The District of Sooke may, in its sole discretion, disqualify any or all Bids, cancel this Request for Quotes, reject any or all Bids, and to re-bid the same or similar work at any time. The lowest or any Bid shall not necessarily be accepted.

In accordance with the District of Sooke's Risk Management – Contract Services Policy, proof of insurance in the amount of five million dollars (\$5,000,000) with the District of Sooke as an additional insured will be required along with the certificate indicating that the Bidder has an active WorkSafeBC account that covers any and all persons who will be providing contracted services to or for the District of Sooke.

There will be no Public Quote Opening.

All written questions from Bidders will be received by the District of Sooke no later than 2:00pm on Friday, February 22, 2019. Any questions are to be directed to Raechel Gray at [rgray@sooke.ca](mailto:rgray@sooke.ca).

Please provide your quote by completing and submitting the Fee Schedule (attached, page 6), and all certified addendum(s) and include three (3) references (template attached, page 7), to the address below by **2:00pm Monday, March 4, 2019**. Late bids will not be accepted.

District of Sooke  
2205 Otter Point Road  
Sooke, B.C.  
V9Z 1J2  
Attention: Raechel Gray

**SCOPE OF WORK**

<b>1. GENERAL</b>
<p>(a) This specification applies to the District of Sooke Municipal Hall and Council Chamber (at 2205 Otter Point Road), Sooke Fire Department Station One (at 2225 Otter Point Road), Sooke Fire Department Station Two (at 2011 Goodridge Road), and Wastewater Treatment Plant (at 7113 West Coast Road).</p> <p>(b) District of Sooke Municipal Hall comprises of the entire main floor including the entrance, reception area, 3 hallways, 4 washrooms, 21 offices, 5 cubicles, janitorial room, 1 stairwell consisting of 3 floors and 3 landings, kitchen, 2 meetings rooms, and 1 meeting area.</p> <p>(c) Council Chamber comprises of 1 room, 1 stairwell consisting of 3 landings, 1 hallway and 2 washrooms.</p> <p>(d) The area to be serviced at Sooke Fire Department Station One comprises of the entire main floor and part of the top floor, excluding the apparatus bays but including the entrance, main and upstairs hallways, alarm room, reception and administration area, Firefighter Lounge including the kitchen, officers room, training classrooms, training officers room, all washrooms, custodians room, amateur radio room, upstairs meeting room, meeting room entrance and stairwell and centre stairwell including both landings.</p> <p>(e) The area to be serviced at Station Two comprises the entire main floor excluding the apparatus bays, but including the entrance, hallway, alarm room, washroom and recreation area.</p> <p>(f) The District of Sooke's Wastewater Treatment Plant Admin Building comprises of entrance, 2 hallways, 2 washrooms, kitchen, 2 offices, 1 laboratory, and workstations.</p> <p>(g) The specified service listed above shall be scheduled and completed under arrangement with, and to the satisfaction of, the District Contract Manager.</p> <p>(h) The District of Sooke may supply paper hand towels, toilet paper, hand soap, deodorant blocks, garbage bags, glass and floor cleaners, cleaning powders, floor finish, mop heads, mop handles, mop bucket, broom, dust pan, electric vacuum and other incidental cleaning supplies required for the job. The successful proponent shall supply a list of required cleaning supplies to District Contract Manager on a as needed basis.</p> <p>(i) Any changes in the work and the price to be charged for same shall be made in writing prior to the work being started.</p>
<b>2. DETAILED SCOPE OF WORK</b>
<p>Municipal Hall (after 5:30pm) and Wastewater Treatment Plant (between the hours of 7am and 4pm).</p> <p>(a) Once Weekly: (1) Damp mop all the non-carpeted floor areas removing all foreign residues. (2) Dust all furniture and fixtures including window sills, ledges, mouldings, baseboards, etc.</p>

<ul style="list-style-type: none"><li>(3) Spot clean all furniture, cupboard doors, telephones, fire extinguishers, lockers, file cabinets, bookcases, empty shelves, pictures, wall hangings, etc. Note: Papers and files shall not be disturbed in office areas.</li><li>(4) Shake all outside mats and sweep all entrances to the buildings.</li><li>(5) Empty all wastepaper baskets and garbage pails and dump contents into garbage bins, separating items recycling.</li><li>(6) Clean all front entrance door glass.</li><li>(7) Replace any burnt out ceiling interior light bulbs, as required.</li></ul> <p>(b) Twice Weekly:</p> <ul style="list-style-type: none"><li>(1) Sweep or vacuum all the non-carpeted floor areas removing all foreign residues.</li><li>(2) Vacuum all floor carpeting, including landings and stairs, area mats inside and out and upholstered furniture.</li><li>(3) Clean and sanitize all toilet fixtures, urinals, sinks, showers, tubs, counters and mirrors.</li><li>(4) Clean and sanitize countertops and floors in the Municipal Hall kitchen.</li><li>(5) Sanitize all door handles and stairwell railings.</li><li>(6) Replenish all paper towel, toilet paper, soap as required.</li><li>(7) Empty garbage and recycling bins from kitchen and dispose of in backyard bins.</li></ul> <p>(c) Every Three Months:</p> <ul style="list-style-type: none"><li>(1) Wash all windows on indoor and outdoor.</li><li>(2) Vacuum all HVAC air return grills and diffuser grills.</li></ul> <p>(d) Every Year:</p> <ul style="list-style-type: none"><li>(1) Clean all ceiling light fixtures and wash inside/outside of all light diffusers.</li><li>(2) Clean all blinds.</li></ul>
<p>Council Chamber</p> <p>(a) Twice Weekly:</p> <ul style="list-style-type: none"><li>(1) Vacuum floor, rearrange out of position tables and chairs, wipe down tables, remove drinking glasses and dishes (to be put in the Municipal Hall/Firefighter Lounge kitchen sink; as appropriate).</li><li>(2) Sanitize door handles.</li><li>(3) Clean and sanitize all toilet fixtures, urinals, sinks, showers, tubs, counters and mirrors.</li><li>(4) Sanitize all door handles and stairwell railings.</li><li>(5) Replenish all paper towel, toilet paper, soap as required</li></ul>
<p>Sooke Fire Department Station One (Fridays completed by 7:00am and Sundays started after 6:00pm or Mondays completed by 7:00am)</p> <p>(a) Once Weekly:</p> <ul style="list-style-type: none"><li>(1) Clean and sanitize all toilet fixtures, urinals, sinks, showers, tubs, counters, and mirrors.</li></ul>

<ul style="list-style-type: none"><li>(2) Clean and sanitize countertops and floors in the Firefighter Lounge kitchen.</li><li>(3) Replenish all towel, toilet paper, soap and deodorant dispensers.</li><li>(4) Empty all wastepaper baskets, garbage pails and compost; and dump contents into garbage bins, separating recycling. Station Two garbage and recycling to be brought to Station One for disposal.</li><li>(5) Clean all front entrance door glass.</li><li>(6) Replace any burnt out ceiling interior light bulbs with exception of apparatus bays</li></ul> <p>(b) Every Three Months:</p> <ul style="list-style-type: none"><li>(1) Wash all windows on indoor and outdoor.</li><li>(2) Vacuum all HVAC air return grills and diffuser grills.</li></ul> <p>(c) Every Year:</p> <ul style="list-style-type: none"><li>(1) Clean all ceiling light fixtures and wash inside/outside of all light diffusers.</li><li>(2) Clean all blinds.</li></ul>
<p>Sooke Fire Department Station Two</p> <p>(a) Once Weekly:</p> <ul style="list-style-type: none"><li>(1) Clean and sanitize all toilet fixtures, urinals, sinks, showers, tubs, counters, and mirrors.</li><li>(2) Replenish all towel, toilet paper, soap and deodorant dispensers.</li><li>(3) Empty all wastepaper baskets and garbage pails and dump contents into garbage bins, separating recycling. Station Two garbage and recycling to be brought to Station One for disposal.</li><li>(4) Clean all front entrance door glass.</li><li>(5) Replace any burnt out ceiling interior light bulbs with exception of apparatus bays</li></ul> <p>(b) Every Three Months:</p> <ul style="list-style-type: none"><li>(1) Wash all windows on indoor and outdoor.</li><li>(2) Vacuum all HVAC air return grills and diffuser grills.</li></ul> <p>(c) Every Year:</p> <ul style="list-style-type: none"><li>(1) Clean all ceiling light fixtures and wash inside/outside of all light diffusers.</li><li>(2) Clean all blinds.</li></ul>
<p><b>3. ADDITIONAL WORK - Fee for Service</b></p>
<p>The following duties shall be performed in Council Chamber upon request and shall be invoiced as an extra fee.</p> <ul style="list-style-type: none"><li>(1) Vacuum floor, rearrange out of position tables and chairs, wipe down tables, remove drinking glasses and dishes (to be put in the Municipal Hall sink).</li><li>(2) Sanitize door handles.</li></ul> <p>Please provide an Hourly Rate for this Additional Work in the Fee Schedule.</p>

**4. TERMS AND CONDITIONS**

A. SERVICE SITE AUTHORITY: Service shall be performed for and to the satisfaction of the District Contract Manager.

B. INVOICES: To be made out to the District of Sooke.

C. PERIOD OF CONTRACT: This contract will be for a three (3) year period (2019 – 2022), with option to renew for up to another three (3) year period.

D. LICENSING: The services shall be performed in accordance with existing Provincial and local government regulations and bylaws. The contractor shall be responsible for any changes imposed by such regulations and bylaws.

E. PROTECTION OF PROPERTY: The contractor undertakes and agrees to comply will all regulations in force on the sites where the work is to be performed, relating to the safety of persons on the sites or the protection of property against loss or damage from any and all causes including fire and security.

F. CONTRACTOR STATUS: The parties hereto understand and agree that this is a contract for the performance of services and it is understood and agreed that the supplier of these services is engaged as an independent contractor and not as an employee, servant or agent of the District of Sooke or Sooke Fire Department. It is further understood and agreed that the contractor will make his own arrangements for income tax, unemployment insurance, hospital and medical insurance and any other payments for provision of fringe benefits they so requires.

G. INSURANCE: 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.

The Contractor shall apply to the WorkSafeBC 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. The Contractor may, at its own expense, provide additional insurance for its members to augment WorkSafeBC coverage.

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.

H. ACCEPTANCE OF PERSONNEL: The contractor will provide the District Contract Manager with details of the work force to be employed in carrying out the duties at the work sites. Approval of the contract will be subject to satisfactory security clearance (criminal record check) of the contractor and persons employed at the work sites.



**FEE & SCHEDULE**

You may choose to provide a quote to include the cost of products, materials and equipment, or exclude the cost of products, materials and equipment, or both.

Having examined the Scope of Work prepared by the District of Sooke, we, the undersigned, hereby offer to enter into a Contract to complete the Janitorial Services to exclude the cost of products, materials and equipment for the price of:

Janitorial Services	\$_____ per month
Scheduled events within Council Chamber:  Vacuum floor, rearrange out of position tables and chairs, wipe down tables, remove drinking glasses and dishes (to be put in the Municipal Hall sink).	\$_____ per hour (minimum 1 hour)
Breakdown of Quote (# of workers, proposed schedule (day/time), etc.)	

Having examined the Scope of Work prepared by the District of Sooke, we, the undersigned, hereby offer to enter into a Contract to complete the Janitorial Services to include the cost of products, materials and equipment for the price of:

Janitorial Services	\$_____ per month
Scheduled events within Council Chamber:  Vacuum floor, rearrange out of position tables and chairs, wipe down tables, remove drinking glasses and dishes (to be put in the Municipal Hall sink).	\$_____ per hour (minimum 1 hour)
Breakdown of Quote (# of workers, proposed schedule (day/time), etc.)	

Rates are in Canadian funds which may include the supply of all the products, all labour and materials, supervision, services, machinery and equipment, overhead and profit, and represent the entire cost to the Owner for the completion of the Work. All applicable Federal and Provincial taxes and duties *excluding* Goods and Services Tax (GST) are included in the Hourly Rate.

We agree that the extra work will be performed in accordance with the Additional Work – Fee for Service terms noted in the Scope of Work.

To: District of Sooke

Project: Janitorial Services

Project No.: 1790-20

Date:

Submitted by:

(Name)

(Address)

Fax:

( )

Telephone: ( )

Name of Bidder:

**Signature:**

**References**

Prepare a list of three (3) similar projects completed by your firm in the last two (2) years. A contact person and phone number must be provided with each reference.

<u>Company:</u>	<u>Contact Person:</u>	<u>Phone Number(s):</u>



## Appendix 1 – Response Covering Letter

*(Company Letterhead)*

Date:

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

Attention: Raechel Gray, Deputy Director of Financial Services

Subject: Janitorial Services

The enclosed proposal is submitted in response to the above-referenced Request for Quote.

Through submission of this quote, we agree to all terms and conditions of the Request for Quote and agree that any inconsistent provisions in our quote will be as if not written and do not exist. We have carefully read and examined the Request for Quote and have conducted such other investigations as were prudent and reasonable in preparing the quote. We agree to be bound by statements and representations made in our quote.

I am duly authorized to submit this quote on behalf of the Proponent.

Yours truly,

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*Signature*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Address of Proponent: \_\_\_\_\_

Legal name of Proponent: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix 2 – Sample General Services Agreement



### GENERAL SERVICES AGREEMENT

Project Name: \_\_\_\_\_  
District of Sooke File No: \_\_\_\_\_

THIS AGREEMENT dated for reference this day \_\_\_ of \_\_\_, \_\_\_

#### BETWEEN:

**[NAME OF CONTRACTOR]**, [*incorporation no. where applicable*], having an address at [*address with postal code*]

("the Contractor")

#### AND:

**DISTRICT OF SOOKE**, a municipal corporation 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*] 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 ten (\$10.00) dollars 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. Interpretation

- a. 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. Schedules Incorporated

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

## Schedule "A" – the Services

## Schedule "B" – the Rates

- b. 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. Effective Date and Term**

- a. This Agreement takes effect immediately upon execution by all of the Parties.
- b. The term of this Agreement is for that period set out in Schedule A.

### **4. Authority**

- a. 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. Services**

- a. The District of Sooke hereby retains the Contractor as an independent contractor to provide the services described in Schedule A ("the Services").
- b. The Contractor shall provide the Services strictly in accordance with the terms and conditions set out in this Agreement.
- c. The Contractor shall provide the Services during the time period set out in Schedule A, 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.
- d. 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. Compensation**

- a. 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 B.
- b. The Contractor shall submit written statements of account to the District of Sooke according to the schedule set out in Schedule B.
- c. 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.
- d. 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.
- e. Any expense claims provided by the Contractor to the District of Sooke shall be supported by proper receipts.

## **7. Contractor's Obligations**

- a. 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 Company 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.
- b. 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.
- c. The Contractor shall supply and pay for all labour and materials necessary or advisable to provide the Services.
- d. The Contractor shall be responsible for all applications, permits or other approvals necessary or advisable to provide the Services.
- e. 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.
- f. The Contractor shall, upon request, fully inform the District of Sooke of all work done in connection with providing the Services.
- g. 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.
- h. 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.
- i. 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.
- j. 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.
- k. 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.
- l. 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.
- m. The Contractor shall bear the expense of replacing its workers.
- n. 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. Conflict of Interest**

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

## **9. Subcontracting**

- a. 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.
- b. 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.
- c. No subcontract, whether consented to or not, shall relieve the Contractor of any obligations under this Agreement.
- d. The Contractor shall ensure that any subcontractor fully complies with this Agreement when performing the subcontracted Services.

## **10. Non-Compliance**

- a. 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:
  - i. allow the Contractor to continue to provide the Services with a time limit for compliance, rectification or both; or
  - ii. 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.
- b. 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. Termination**

- a. The District of Sooke may terminate this Agreement at any time, and without cause, by giving 5 (five) 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.
- b. 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 5 (five) days after receipt by the Contractor of notice in writing from the District of Sooke specifying the failure.
- c. The Contractor may terminate this Agreement by providing 5 (five) days' written notice of termination to the District of Sooke.

## **12. Information Made Available**

- a. 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. Intellectual Property**

- a. 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. Materials and Equipment**

- a. 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.
- b. 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. Insurance**

- a. 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 Schedule A, and shall ensure that the District of Sooke is named as an insured.
- b. 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.
- c. The Contractor may, at its own expense, provide additional insurance for its members to augment WorkSafe BC coverage.
- d. 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. Confidentiality**

- a. The Contractor acknowledges that in the performance of its responsibilities hereunder, the Contractor may have access to confidential 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”).

- b. 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.
- c. 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:
  - i. 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
  - ii. with the prior written consent of the District of Sooke.
- d. 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.
- e. 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.
- f. 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.
- g. 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:
  - i. may contain or be derived from ideas, concepts, creations, or trade secrets and other proprietary and Confidential Information; or
  - ii. is connected with or derived from the Contractor's Services to the District of Sooke.
- h. 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.

## **17. Notices**

- a. 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 (4<sup>th</sup>) 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.

- b. 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]  
[Street Address]  
[Town/City], [Province], [Postal Code]

**18. Dispute Resolution**

- a. 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. Force Majeure**

- a. 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.
- b. 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.
- c. 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. No Assignment**

- a. The Company may not assign any of its rights or interests in this Agreement.



## **21. Binding on Successors**

- a. This Agreement ensures 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. Remedies Cumulative**

- b. 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. Waiver**

- a. 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. Indemnity**

- a. 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. Release**

- a. 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. General**

- a. Time is of the essence of this Agreement.
- b. Parties may by written agreement amend this Agreement
- c. 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.
- d. 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.
- e. Unless otherwise specified in this Agreement, all references to currency are in Canadian dollars.
- f. 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.
- g. 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*.
- h. 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.
- i. 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 [ ], 20[ ]

**District of Sooke** by its authorized signatories:

\_\_\_\_\_  
Mayor:

\_\_\_\_\_  
Clerk:

DATED the [ ] day of [ ], 20[ ]

**[Name of Contractor]** by its authorized signatories:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

**SCHEDULE A – the Services**  
(to be determined)

**SCHEDULE B – the Rates**

(to be determined)



Policy 5.4  
File No. 2510-00  
October 25, 2004  
Amended March 25, 2013

## ***Risk Management-Contract Services Policy***

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1. Any person or organization that contracts with the District of Sooke to provide services to or on behalf of the District must provide proof to the District that the following *minimum* requirements have been met:
  - a) proof of liability insurance coverage with a minimum value of \$5,000,000;
  - b) certificate indicating that the individual or organization has an active WCB account that covers any and all persons who will be providing contracted services to or for the District of Sooke; and
  - c) proof of applicable credentials.
2. Copies of the above documentation must be received prior to the commencement of services.
3. The document submitted for insurance coverage must indicate the type of coverage and expiry date.
4. Preference is for the District of Sooke to be named as an additional insured in the liability insurance document.

Note: An individual contracted to provide coverage for the following positions is not covered by the District's errors and omissions policy:

Chief Administrative Officer  
Corporate Officer  
Director of Finance  
Municipal Engineer  
Municipal Planner  
Building Official