



**DISTRICT OF SOOKE
REQUEST FOR PROPOSALS**

RESCUE PUMPER APPARATUS

Request for Proposals No. 01/19

Closing location:

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

Closing date and time:

Friday, April 26, 2019
3:00pm Pacific Time

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1. Overview of the Requirement

The District of Sooke is seeking proposals to obtain a custom rear mount rescue pumper as specified in the Request for Proposal (RFP). Proponents may suggest an alternate to the specification that they perceive will be more efficient, or less costly, than what has been requested. The District may retain for consideration Responses that do not comply exactly with the specification. The exception to this is the Cummins Diesel Engine, Allison Transmission and Rear Mount 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.

NOTE TO ALL PROPONENTS:

Under this RFP the District of Sooke is not seeking offers (such as bids or tenders) and does not intend to enter into contractual relations in connection with the RFP (other than upon execution of the Contract); No contractual obligations (including what the courts refer to as “Contract A”) shall arise between the District of Sooke and any Proponent until and unless the District Sooke and a Proponent enter and sign a written Contract.

2. Definitions

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

- a) “Contract” means a written contract for the supply of services sought by this RFP, 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) “Proponent” means an individual or a company that submits, or intends to submit, a Response.
- d) “Response” means a proposal submission in response to this RFP; and
- e) “RFP” or “Request for Proposals” means the process described in this document.

3. RFP Terms and Conditions

3.1 Enquiries

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

Deputy Chief, Matt Barney
District of Sooke
2205 Otter Point Road
Sooke, BC V9Z 1J2
Email: mbarney@sooke.ca
Telephone (250) 642-1638

Technical specifications enquiries should be directed to:

Captain Chris McCrea
Sooke Fire Rescue Department
2225 Otter Point Road
Sooke, BC V9Z 1J2
Telephone (250) 642-1637
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 Friday April 26, 2019. Responses should be submitted in a sealed envelope clearly marked and addressed as follows:

RFP 01/19 Custom Rear Mount Rescue Pumper

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) Custom Rear Mount Rescue Pumper unit for the Sooke Fire Rescue Department as per the attached specifications.

3.3.2 Responses 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 Custom Rear Mount Rescue Pumper.

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.

3.4 Proposal Review Committee

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

3.5 Review and Selection

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. If such negotiations are not successful, the District of Sooke may enter into contract negotiations with the next highest ranked Proponent and so forth.

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.

If the District of Sooke receives only one Proposal, or the District of Sooke determines that it has received no proposals satisfactory to it or that negotiations the highest ranked Proponent or other Proponent are not proceeding in manner satisfactory to the District, the District of Sooke choose to cancel this RFP and for clarity, if it does so, the District of Sooke may revisit whether and to what extent to proceed with the services sought by this RFP and may proceed to engage a contractor to provide such services by whatever means the District may consider to be in its best interests, including, without limiting the foregoing, by issuing a new request for proposals for all or some of the services sought by this RFP or by contacting and negotiating with one or more contractors without going through any kind of formal procurement process

3.6 Changes to Response Wording

A Proponent will not be permitted to change its Response after the closing date and time specified on the front cover of this RFP, except if the District elects to negotiate with the Proponent over some element of its Proposal. For clarity, a Proponent may provide clarification to its Response after the closing date and time if requested by the District.

3.7 Proponent's Expenses & Claims

Proponents are solely responsible for their own expenses in preparing a Response and for subsequent negotiations with the District of Sooke, if any. Under no circumstances will the District of Sooke be liable to any Proponent with respect to any claims in connection with this RFP, whether for costs, damages other losses, including loss of anticipated profit in connection with any final Contract or any other matter whatsoever.

3.8 No District Contractual Obligations

Under this RFP the District of Sooke is not seeking offers (such as bids or tenders) and does not intend to enter into contractual relations in connection with the RFP (other than upon execution of the Contract); No contractual obligations (including what the courts refer to as "Contract A") shall arise between the District of Sooke and any Proponent until and unless the District Sooke and a Proponent enter and sign a written Contract.

3.9 Modification of Terms & RFP Cancellation

The District of Sooke may modify the terms of this RFP at any time in its sole discretion and may, for any reason whatsoever, cancel this RFP at any time without entering into a Contract.

3.10 Ownership of Responses

All documents, including Responses, submitted to the District of Sooke become the property of the District of Sooke. If a Proponent considers that any part of their Response is confidential, they shall indicate this their Response. Proponents should be aware, however, that pursuant to section 21 of the *Freedom of Information and Protection of Privacy Act*, the District of Sooke may be required to disclose such information, even though it is expressed to be confidential, pursuant to a request for information made under that Act. Proponents are advised to consult that Act.

3.11 Confidentiality of District 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.

3.12 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.

3.13 Additional Information on the RFP

The District intends to post any additional information provided before the closing date and time in connection with this RFP , including changes made to this document, on the District of Sooke website (www.sooke.ca). It is the sole responsibility of Proponents to check for amendments and additional information on the website.

3.14 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, subject to such modifications as may be required to properly incorporate the terms of the selected Response or that might otherwise be negotiated between the District and the selected Proponent.

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 April 26, 2019 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 01/19 Custom Rear Mount Rescue Pumper.
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 a minimum score is indicted) 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 ULC S 515-M88 (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 500 kilometers over the distance from the Proponent's assembly plant to Sooke Fire Rescue Headquarters.
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 and/or rail 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.
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 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 PROPONENT'S PROPOSAL
CAB/CHASSIS	The cab and chassis shall be custom long four (4) door, ten (10) inch minimum raised roof, aluminum tilt cab built specifically for the fire service. 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 specifications of NFPA 1901 (current edition).	
Cab warranty	The cab should be warranted for a minimum of ten (10) years.	
Chassis warranty	The Chassis shall be warranted for a period of twelve (12) months from the date that it is put into service.	
Approach and Departure angles	Approach angle must be greater than fourteen (14) degrees and departure angle must be greater than fourteen (14) degrees.	
WEIGHT DISTRIBUTION	Must meet ULC requirements. Estimated load weight shall be provided with proposal, shown for both front and rear axles.	
ULC	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. 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 proposal. (American Welding Society (AWS) is an acceptable equivalent.	
PRODUCTION MEETING, MIDWAY & FINAL INSPECTION	The proposed prices are to include return fares and costs for two (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: <ul style="list-style-type: none"> • ONE (1) pre-production meeting prior to commencement of construction • ONE (1) final inspection prior to delivery 	
DIMENSIONS	Wheelbase shall not exceed 175" Vendor shall state dimensions of the proposed apparatus. Vehicle shall not exceed a ten (10) foot deck height and thirty-two (32) feet in length and ninety- eight (98") inches wide. Width does not include rub rails or mirrors Note: It is acceptable for accessories to be above the ten (10) foot height (i.e. lights and ladders).	
Engine	Cummins L9 , with 400 hp . Engine protection system: electronic engine – integral warning system.	
Speed Limiter	Road speed limit: 65mph (100kph).	
Alternator	Leece-Neville 320-amp 12v alternator with internal regulator shall be installed.	

Transmission and Equipment	Allison 3000 EVS automatic equipped with two PTO ports and matched to engine and drive train.	
Engine brake	A Jacob's compression brake or equivalent shall be installed on the engine. The chassis brake lights shall activate when the brake is actuated. It shall be interfaced with the ABS system so that the ABS system has priority during an ABS event and secondary braking is disabled until the ABS event is finished. A switch on the dash will control the Jacobs brake.	
Fluid fills	Chassis will accommodate checking and filling of fluids without tilting the cab.	
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. A Neiderman magnet and controller shall be installed	
Axles & Equipment	Front axle: Hendrickson Steertek or equivalent 18,000-lb Capacity, with mono tubular shock absorbers. Springs shall be parabolic type and shall exceed the capacity of the front axle. Power steering shall be provided. Rear axle: Arvin Meritor single reduction gearing with a GAWR of 27,000-lb. The rear suspension shall be Hendrickson leaf type spring or equivalent. Suspension must meet or exceed the rear axle capacity.	
On Spot Auto Chains	Rear axle shall be equipped with On Spot brand automatic tire chains. Switch for turning on the On Spot chains must be within reach of the driver.	
Brake System Equipment	Brake package: Shall be a 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 and labelled. Air tank drain cock valves.	
Air Dryer	A Meritor Wabco spin-on desiccant air dryer shall be provided.	
Shore Air Line	Air chuck shall be in the driver's door and be of a size and type currently in use by Sooke FD.	
Bumper	16" custom severe duty front bumper shall be made of structural steel. The front of the bumper shall be covered with reflective "A" pattern of black and red. The top of the bumper shall be painted black bedliner type coating Front tow hooks: Two (2) closed loop front, frame mounted, powder coated red that extend through the front bumper. License plate mounting: single license plate bracket centered on the bumper.	
Front bumper hose lay	A hose lay on top of the bumper, must be capable of holding 150 feet of preconnected 1 3/4" hose and a nozzle. It shall be 3/4 width of the bumper with a hinged, painted bedliner black, aluminum cover. An "On Scene Solutions" LED light shall be included in the lid. The supply for this line shall be a 2 1/2" which shall be located on the officer's	

	side with a 90-degree swivel and Elkhart 2 ½" to 1 ½" gated Y.	
Fuel Tank	Minimum 60-gallon fuel tank mounted under the frame. Fill port shall be on the driver's side near the rear wheel well.	
Batteries	Minimum of six (6) 12 v batteries total 2775 CCA. They shall have covers over the batteries.	
Mud flaps front	Heavy duty front mud flaps will be supplied.	
Mud flaps rear	Heavy duty rear mud flaps will be supplied.	
Cab Misc.	Cab: 5 seats (driver, officer and 3 crew). All Marker lights: LED. Turn signals front: Two (2) Federal signal FR6-ARROW. Windshield: automotive tint.	
Door Locks	Manual door locks.	
Cab Doors	Lower half panel of the interior 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. One (1) Federal Signal micro pulse ultra MPS300U-R are to be activated when the door is in the open position. Windows shall be standard automotive tint.	
Audible alarm for door open light	An audible alarm shall be wired to the open-door light, which will sound when a door is open, the air brake is off, and the vehicle in gear.	
Cab Tilt	Cab tilt shall be electric over hydraulic with an emergency manual lift pump.	
Grill	Canadian flag to cover the grill in satin black and satin grey, and to be surrounded by black bedliner type coating bezel.	
Black out package	Items normally in aluminum or chrome to be blacked out with paint, powder coat or bedliner type coating whenever possible unless otherwise specified. Items that are required to be stainless steel to stay natural colour.	
Steps	All steps shall be painted with black bedliner type coating.	
Side Mirrors	Two (2) black Retraco 612165/ 612166 pedestal style mirrors shall be provided. The mirrors shall be dual vision, motorized, heated with flat glass and lower convex. The mirror heads shall be mounted on black pedestal type mounted to the front cab corners. One (1) down view mirror shall be mounted on the right-side officer door above side window.	
Steering	Column to be tilt and telescoping to accommodate various drivers. The steering wheel shall be a smart wheel containing switches for the air horn and engine brake. The column shall have switches for the flasher, turn signal switch, headlight dimmer and wipers.	
Air Bags	Frontal Air bags will be installed for both seating positions.	
Side Window Regulators	Power windows.	
Key & lockset	All locks shall all be keyed the same.	

Headlights	Shall be four (4) JW Speaker 8800 Evolution Series 2 heated 4x6 rectangular headlamps. They shall be equipped with a daytime running feature that automatically activates when the vehicle is running, and the park brake is off. The high beams will flash alternately when the emergency lights are activated. They will automatically shut off when the park brake is activated. When high beams are selected it will override the flash function. Bezels to be black.	
Horns	Air horns: Dual 24" emergency tone, mounted thru the bumper on the officer side, with actuation through the smart steering wheel horn button. A push button switch on the officer side shall be installed. The button will be labelled "Air Horns" and backlit. Electric horn: shall be dual tone controlled through the steering wheel.	
Tires and wheels	Front tires two (2): Michelin tubeless radial tires XZY3-385/65 R22.5, minimum 21,000lb 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 48,000lb rating on 10 stud disc wheels – Accuride steel wheels or equivalent, powder coated black with bright stainless nut covers and rear axle covers. All wheel valve stems shall come with tire pressure sensors.	
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.	
Black rubber wheel well trim	Wheel well arches to have black rubber flares.	
Battery direct power supply	There shall be a 40-amp direct battery circuit and terminate behind the officer's seat. An eight (8) circuit fuse panel shall be provided at this location for flashlight, TIC and other firefighting equipment.	
Cab entry steps	Aluminum non-skid steps will be supplied at each door of the cab. Min. of 3/16 th inch thickness and be painted with a black bedliner type coating	
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.	
Master switch	A Cole-Hersee model # M-284-01 master switch or equivalent 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.	
Battery charger	A Blue Sea Auto Charge P12, 40-amp battery charger/conditioner. The remote charge indicator location to be discussed at the pre-build meeting. The Blue Sea 20 amp/ 110v with yellow weather proof cover to be located on the driver's side step near the air shore line.	

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.	
Interior materials	Dark colour preferred, dark Ballistic polyester seats, for extreme duty cycle. There shall be limited use of fabric and plastic materials in the cab. Rubber and metal are preferred.	
Front Seating	Driver seat: High back Bostrom air suspension with the air control valve. Dark ballistic polyester fabric covering. Officer seat: High back Bostrom SCBA seat. Seat shall feature a Bostrom Secure All SCBA bracket. Dark ballistic polyester fabric coverings.	
Rear Seating	Three (3) Bostrom SCBA forward facing seats with "Bostrom Secure All" SCBA brackets. Dark ballistic polyester fabric coverings. Exact configuration to be finalized at preconstruction meeting.	
Cup holders	There shall be one (1) cup holder within reach of each seating position.	
Centre Console	Centre console with cup holders- Painted with black bedliner type coating.	
Map Box	Capable of holding five (5)- 2" binders shall be mounted near the officers seating position. It shall have a positively latching lid.	
Mounting plate	Shall be mounted on the back half of the engine tunnel to mount charging bases for extra firefighter equipment.	
EMS Cabinets	Two (2) EMS cabinets shall be located in the cab behind the drivers and officers' seat. The cabinets will be accessed from inside the cab. They will have roll up doors in red powder coat finish. The cabinets should be approximately 18" deep x 24" wide X 36" tall. Each should have LED strip lighting to illuminate the cabinet when open.	
Flooring	Heavy duty rubber with sound deadening.	
LFD Compartments	The Cab shall contain two (2) compartments, one on each side located behind the rear crew doors. The compartments shall have box pan style doors. An "On Scene Solutions" LED light shall illuminate the compartment.	
Cabin Sound Dampening	A silencer package shall be provided for cab.	
Interior lights	Dome mounted LED lighting activated individually by each door with 4 red/ white covers will be installed.	
Weather Band Radio	A weather band AM/FM radio c/w a minimum of 4 speakers to be supplied and installed. Radio to be Bluetooth capable if possible.	
Helmet holders	Five 5 helmet holders to be supplied and installed. On Scene Talon P/N 92510 mounted on the back wall for rear seats. Front seats to be roof mounted.	
Sun visors	Interior sun visors: driver/pass. (centre if required).	
Map Light	LED to be mounted to the officer side.	
Headsets	FireCom Intercom System for 5 positions will be supplied and installed.	

	Driver's: wireless headset. (intercom/ PTT). Officer: Wireless (intercom/ PTT). 3 rear crew positions wireless (intercom).	
Computer Mount	Gamber Johnson Universal Cradle or equivalent to be mounted on the dash in front of the officer seat position.	
Power Points	2 @ 12v and 2@110v located one (1) of each near the officer and driver.	
Inverter	Inverter: with 2500w power to charge computer and other electronic devices. 15 amp plugs in L1 cabinet and R1 cabinets and in the cab behind the driver's seat. Exact locations to be determined at the prebuild meeting.	
Electrical	Automatic self-reset circuit breakers schematic card: un-mounted basic wiring diagram for 12v neg ground sys.	
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.	
Battery jumper studs	Battery jumper studs shall be provided to jump start the vehicle without raise the cab in an emergency due to battery failure.	
HVAC System	The cab shall be equipped with a HVAC system consisting of heater/defroster/air conditioning functions.	
Instruments & controls	Gauge package as a minimum shall include: Low air pressure warning: light and buzzer. Air system pressure gauge: one (1) for each the primary & secondary. To be measured in PSI Air restriction warning light: dash mounted. Backup alarm: required. Starter control: keyless. Driver info centre: odometer /trip /engine hour /voltage display. Fuel level gauge: manufactures specification. Coolant temperature gauge: manufactures specification. Transmission temperature gauge: manufacturer specification. Trip hour meter: manufacturer specification. Engine oil pressure gauge: Speedometer: electronic KPH/MPH. Tachometer: electronic with integral digital hour meter. Digital voltage display: integral w/driver display. Windshield wiper control: single electric wipers motor w/delay. Marker lamp switch: marker light/headlight switch w/separate interrupter for clearance lights. Parking brake system: one-way parking brake system w/warning. Turn signal flasher: HD mechanical.	
Fire extinguisher holders	Two (2) Zico model CYBM-2123-70-11 Quic-strap cylinder holders shall be installed in the cab. One (1) near each rear door for fire extinguishers.	
Heat shrink tubing	All exposed terminals will be soldered and sealed with heat shrink tubing.	

Clearance & marker lights	To meet FMVSS requirements. LED lighting shall be used whenever possible.	
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.	
Back up alarm	A back up alarm will be installed to operate when reverse gear is engaged.	
Wiring/electrical system	<p>A Weldon 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 6 – 1000 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>	
CREST Radio and wiring	A hole in the dash capable of mounting a Motorola XTL 2500 radio. Prewiring to the officer side of the cab for the two-way radio. Wiring must include a labelled ground, battery power, and ignition power. Two (2) wireless headsets must be capable of being tied into the CREST radio. The radio will be installed by Sooke Fire. Exact location to be determined at preconstruction meeting	
Cellular antenna	One (1) puck style cellular antenna with coaxial cable routed to an LTE cellular booster in the cab officer side	
Hose bed	To be able to accommodate 800' of 5" rubber supply hose and two (2) 2 1/2" preconnects that are 200 feet long each	
Hose Bed Cover	Aluminum checker plate with manual gas shock lift assist. Painted with a black bedliner type coating. Red vinyl end flaps with shock cord shall prevent accidental hose deployment.	
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.	
Tool boards	Three (3) tool boards constructed of a minimum of 3/16" smooth aluminum with 250lb 100% extension slides and a gas shock shall be provided in the driver's front (L1) compartment. Hand hold cutouts shall be provided midway on the outer edge. The tool boards shall be as deep and tall as the compartment will allow.	
Slide out trays	Three (2) slide out 250 lbs. trays with 100% extension ball bearings slides and gas shocks shall be provided. Trays shall be constructed of 3/16" aluminum and be as deep and wide as the cabinets will allow. The trays shall have 12" sides and back and a 2" front lip. All corners shall be welded for strength. They shall be in R1 and R3	
Internal Basket litter storage	A cross lay style storage for a rescue basket litter shall go transverse across L1 to R1 cabinets. The minimum size of this storage area is to be 24" high x 12" wide x 84" long.	
Internal storage for Paratech Struts	Storage tubes for two (2) Paratech TVS 200 twist lock struts to be located beside the litter storage in the R1 cabinet. Each compartment to be 12" high x 10" wide x 84" long.	
Compartment Shelving	Five (5) shelves shall be provide. They shall be adjustable and be made of 3/16" aluminum with 2" sides with welded corners. Locations to be specified. In prebuild meeting. Two (2) slide out, fold down shelves shall be provide for each compartment over the wheel wells (1 for each side). They shall hold a minimum of 250 lbs and be adjustable vertically within the cabinet.	
Compartment steps	A minimum of an 18" slide out step under each cabinet or a fold down lower cabinet step. It shall lock in the in and out positions. The step shall be painted in a black bedliner type coating. Each step shall be illuminated when in the "out" position. There shall be four (4) located L1, L3, R1, and R3 *These items to be priced separate as an option.*	
Handrails	Extruded aluminum handrails fitted with inlaid r u b b e r strips for improved grip, and not less than 1 1/4" outside diameter is to be provided where necessary on the body. These items to stay chrome with black rubber.	
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 Powder coated red.	
Tailboard	The tail board shall be non-slip and painted with black bedliner type coating. It shall be 12" in depth and have a rub rail surrounding it. The corners of the tail board shall be cut on an angle to improve tail swing. The rub rail will be bare aluminum. Rear marker LED's will be inset in the rub rail as well as grey reflective tape.	
Rear Access Ladder	A rear ladder shall be installed on the driver's side to access the top compartments on the truck. The ladder shall be black.	
Step lights	The tailboard, side steps and access ladder shall be illuminated with On Scene Solutions Nightstick LED lights mounted in black bezels.	

Apparatus Body	Body shall be a rescue style rear mount pumper style with full roll up doors. The apparatus body shall be constructed of 5083 salt water grade aluminum with a minimum 1/8" in thickness. All fasteners shall be of stainless steel. Fasteners shall be isolated from dissimilar metals	
Aluminum Rub Rails	Aluminum "C" channel rub rails shall be bolted along both sides and back of the apparatus body to protect the compartments and doors. Grey reflective stripping will be installed in the channel.	
Rear taillight assembly	Turn signals- Two (2) Truck-lite 44027Y Brake lights- Four (2) Truck-Lite 44026R Back up Lights- Two (2) Truck-Lite 44146C 3 rd brake light- One (1) Federal Signal Fire Ray FR7-R	
Compartments	All compartments shall be fitted with grid matting. All compartments shall be of a "sweep out" design. All compartments shall be weatherproofed. All compartments shall be equipped with roll up doors. Doors shall be body colour. All compartments shall be vented. A visual and audible warning device will activate in the cab to alert if any compartment door is not securely closed.	
SCBA Bottle Storage	A horizontal "wine rack" style SCBA bottle holder for six (6) bottles shall be provided. It shall accommodate standard 60 min SCBA bottles. The rack shall be in the R2 compartment.	
Emergency Warning Lights	Front above headlights: Two (2) Federal Fire Ray FR6-R. Front Bumper Corners: Two (2) Federal Signal Fire Ray FR4-R. 4 body lower c- channels L/R: Four (4) Federal Signal Micro Pulse Wide Angle MPSW6-R. Body High L/R: Four (4) Federal Signal Fire Ray FR6-R. Mid body Wheel well area L/R: Two (2) Federal signal Fire Ray FR6-R. Rear: two (2) Federal Signal Fire Ray FR6-in lower section. Two (2) Federal signal Fire ray FR9-R in the upper section. All lights are to use black bezels.	
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 shall 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 control	Federal Signal siren control shall be mounted flush in the console convenient to the driver.	
Siren Speakers	Two (2) Federal Signal 100 watt, speakers will be provided and mounted through the front bumper on each side of the front license plate. The speakers will be protected from snow and road spray.	

Traffic advisor	Federal Signal Latitude Traffic Advisor SL8S-A. The control in the cab shall have visual cue of what direction the traffic advisor is flashing	
Q2B electronic siren	A Federal Q2B 10" electronic siren amplifier with brake assembly to be flush mounted on the driver's side of the front bumper. The siren shall be activated by a button on the smart steering wheel and a button on the officer side front panel. A button for the brake shall be located near the officer. All shall be labelled and backlit.	
Front traffic clearing light	A Federal Signal LEDTCL97C-W traffic clearing light will be mounted in the top of the front grill. It will automatically shut off when spring brakes are applied.	
Spotlight	One (1) Whelen PT360P spotlight to be mounted on the roof, officers' side with controller located within easy access to the front officer's seat.	
Brow Light	Rigid Industries Spot /Flood light SR40CW 40" To be mounted to bottom of the light bar and shall be controlled from a switch in the cab.	
Work lights	An LED 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 light heads. Two (2) LED strip lights will be located in the hose bed. These shall come on automatically when the truck is running, and the spring brakes are activated.	
12-volt scene lights	Four (4) FRC Commander LED 12v scene lights with black bezels will be installed, two (2) on either side of the apparatus body. Two (2) TecNiq K900 LED scene lights on the rear. All lights to be mounted as high as possible 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	Eight (8) Weatherproof LED strip lights will be installed under body edges for extra ground lighting, under cab doors and at rear corners of apparatus. These lights will be activated while the apparatus is in reverse. The lights under the cab will activate when the corresponding door is opened. All lights will come on automatically when the truck is running, and the spring brakes are activated.	
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 "paint code 291980" polyurethane or equivalent.	
Side Reflective Striping	A dual 4" black reflective striping shall be installed full length on the body sides in a "Z" pattern. The stripes shall be 1" apart. A striped "A" style pattern shall be applied to the entire rear of the body. It shall be red and black reflective.	

Apparatus Identification	Two (2) Sooke Fire Department door decals will be supplied by Sooke FD for installation on the driver and passenger side door. Four (4) "ENGINE 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 reflective. One (1) 1 ½" reflective black "SK214" on the driver's door just under the window.	
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 near the rear wheels. Location to be decided at prebuild meeting.	
Rear Mount Fire Pump	The fire pump shall be a rear mount, driver's side operator control panel, Hale with a 1250 imperial gallon rating.	
Pump Access Door	The rear pump access door shall be as large as possible to accommodate ease of entry and maintenance of the pump components. Adequate LED strip 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 too far.	
Pump Shift	The pump shift actuating mechanism shall be air operated from a switch in the cab. A green light shall be used to indicate that the shift to pump is complete.	
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 discharge valves are to be Elkart Brass electrically controlled. All intake and discharge valves shall be stainless steel.	
Caps and elbows	All exposed elbows and caps to be aluminum "Pyrolite" style finish whenever possible. Chrome will be acceptable for items that pyrolite is not available.	
Pump Suctions	One (1) – inlet port with a Hale MIV-E 6" master intake valve, complete with Northline 30-degree elbow and a 4" Storz connection. One (1) – 2" suction with a manual valve handle on the left to be installed beside the 6" valve.	
Valve Caps	All 2 ½" intake valves shall be equipped with appropriate caps on chains. 2 ½" discharge caps shall be fitted with a 1 ½" reducer and cap. All caps, 30 deg. swivels, and elbows to be "Pyrolite". All 4" intake caps shall be storz on chains and be grey in colour when possible.	
Speed lay trays	Two (2) 1 ¾" speedlay trays shall be provided. One (1) for each speed lay. They shall accommodate 200' of 1 ¾". They shall be as long as the cabinet will allow. Approximate size to be 60" x 8" x 16" (L x W x H).	
Speedlay Access Doors	Two (2) speedlay access doors to be located on the rear panel for deploying the speedlays out the rear of the apparatus. They shall include side rollers to assist in	

	<p>deploying hose on an angle. Design and location to be discussed at the prebuild meeting. Doors are to be a box pan style.</p>	
Pump Discharges	<p>One (1) 2 ½" discharge with Elkart EB25 valves and UBEC2 valve controllers located at the pump panel. The discharge shall terminate to a 90-degree swivel on the top of the officer side of the bumper. It shall have an Elkhart gated Y 2 ½" to 1 ½" to connect the preconnected trash line.</p> <p>One (1) 3" deck gun discharge shall be provided with Elkart EB30 valve and UBEC3 valve controller. The discharge shall have 3" plumbing to terminate at the upper front of the body. Exact location to be determined at preconstruction meeting. A TFT Crossfire XFC-72 Monitor package with a smooth bore stacked tip shall be provided.</p> <p>One (1) 4" discharge shall be provided with Elkart EB30 valve and a UBEC3 valve controller located at the pump panel. The discharge shall be the center rear discharge. It shall have 4" plumbing throughout and terminate to a 30-degree droop with a storz cap and chain.</p> <p>Two (2) 2 ½" discharges shall be provided with Elkart EB25 valves and UBEC2 valve controllers located at the pump panel. The discharges shall be located on the rear panel, one (1) on either side of the 4" discharge. They shall have 30-degree droops with male BCT thread and a 2 ½" cap and chain.</p> <p>Two (2) 2 ½" preconnects shall be provided with Elkart EB25 valves and UBEC2 valve controllers located at the pump panel. The discharges shall terminate on the rear panel of the truck just below the main hose bed. They shall have a 30-degree droop and be one (1) on each side of the hose bed. The driver's side will have a TFT XXC-32 mounted to the rear panel of the truck. Location to be finalized in preconstruction.</p> <p>Two (2) 1 ¾" speedlay discharges shall be provided with Elkart EB20 valves and UBEC3 valve controllers located at the pump panel. The discharges shall terminate to 90-degree swivels with 1 ½" NSPH male threads above the speedlays. The speed lays are to be located at the bottom of rear driver and rear officer side compartments.</p> <p>One (1) 2" tank fill discharge shall be provided with Elkart EB20 valves and UBEC3 valve controller located on the pump panel.</p> <p>Each gated discharge outlet shall include a Class One ¾" cast bronze ¼ turn drain valve.</p>	
TFT Monitor package	<p>Crossfire Pumper Combination Package (XFC-72). Monitor XFT-NJ, Stacked tip MST-4NJ- 2.5" NH, tube saddle XGB-13, Extend-A-Gun XG18VL-XL, and stream straightener XF-SS10.</p>	
Water Tank	<p>A 750-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.</p>	
Water Tank Plumbing	<p>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.</p>	

Water Tank Level Gauge	A class 1 LED visual water tank indicator shall be installed on the pump operator's panel. Two FRC Tankvision Maxvision large remote displays shall be mounted L/R sides, at the rear of the cab and shall have a black bezel.	
Foam Tank	One (1) 25 imperial gallon internal foam cell shall be installed.	
Foam system	A Foampro 2002 class A foam system shall be installed. One (1) Class 1 foam level gauge to be located on the pump panel. The foam manifold shall go to the following five (5) lines: One (1) front trash line, two (2) 1 3/4" speedlays, two (2) 2 1/2" preconnects. The foam injection pump shall be located in the rear pump access compartment.	
Gauges	There shall be one Class 1, fluid filled (5 inch) compound gauge and one (5 inch) pressure gauge.	
Air horn	A labelled "Air Horn" button to be installed on the pump panel.	
Hour meter	A pump hour meter shall be provided on the pump operator's panel.	
Pump Panel Identification	All pump discharges shall be identified, and colour coded according to NFPA recommended standards.	
Compartments LH & RH sides	Compartments to be as large as possible on both sides of the body to use all available space. The approximate dimensions should be as follows: <ul style="list-style-type: none"> • L1- 67" H x 73" W • L2- 32" H x 43" W • L3- 67" H x 60" W • R1- 67" H x 73" W • R2- 32" H x 32" W • R3- 67" H x 60" W All compartments to have a minimum of 24" of usable depth.	
Pump operator SCBA mount	One (1) SCBA bracket is to be installed in the pump operator compartment to hold one (1) MSA G1 SCBA. The SCBA will be supplied by Sooke Fire Rescue.	
Ladder Rack	Shall be hydraulically controlled, top stow on the Officer's side. The ladder control shall be on the rear panel on the officer's side. It shall accommodate the following equipment: <ul style="list-style-type: none"> One (1) 35 ft 3 section extension ladder One (1) 16 ft roof ladder with folding hooks One (1) 10 ft aluminum folding ladder One (1) 8 ft fiberglass pike pole with steel hooks One (1) 6 ft "D" handle fiberglass pike pole with steel hooks. 	
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	The manufacturer shall include pricing on any or all optional additional equipment including:	

	<p>Two (2) sets of standard hose wrenches and mounting brackets Two (2) spare 1 3/4" speed lay trays One (1) set of 4" Storz hose wrenches and mounting brackets One (1) Adjustable hydrant wrench loose One (1) 35'- 3 section aluminum ladder One (1) 16' straight roof ladder with hooks One (1) 10' folding aluminum ladder (attic) One (1) 8' fiberglass pike pole One (1) 6' fiberglass pike pole with D handle One (1) Pressurized water extinguisher One (1) 10 lb ABC dry chemical extinguisher Eight (8) 100' lengths of 5" Key Pro Flow LDH with 4" storz couplings. Hose shall be labelled as per SFRD specs to be finalized at the preconstruction meeting.</p>	
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**SCHEDULE C
GENERAL SERVICES AGREEMENT**



Project Name: _____
District of Sooke File No: _____

THIS AGREEMENT dated for reference this day ___ of ___, 2019.

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 willful 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 _____, 2018)

(Name of Contractor) by its authorized signatories:)

Name:)

Name:)

SCHEDULE D

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.