



DISTRICT OF SOOKE REQUEST FOR PROPOSALS

4x4 HD Pickup Trucks

Request for Proposals No. 02/19

Closing location:

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

Closing date and time:

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

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1. Overview of the Requirement

The District of Sooke is seeking proposals to obtain two (2) heavy duty 4x4 pickups as specified in the Request for Proposal (RFP). Vendors may suggest an alternate to the specification that they perceive will be more efficient or less costly than what has been requested. Submissions will not be rejected because they did not comply exactly with the specification.

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 02/19 4X4 HD Pickup Trucks

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

3.1 Submission Instructions

3.1.1 This document covers the supply and delivery of Two (2) Heavy Duty 4x4 Pickup unit for the Sooke Fire Rescue Department as per the attached specifications.

3.2.1 Responses must be submitted on a chassis that is a current model. The specifications are minimum specifications.

3.2.2 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.

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

3.2.4 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.

3.2.5 Proponents must include all costs, including applicable taxes, that relate to the manufacture and delivery of the heavy duty 4X4 pick up.

3.2.6 All equipment must be new.

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

3.3 Proposal Review Committee

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

3.4 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

3.5 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.

3.6 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.

3.7 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.

3.8 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.

3.9 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.

3.10 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.

3.11 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.

3.12 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.

3.13 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 02/19 Heavy Duty Pickups . |
| 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 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 1,000 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 and shall form part of this Request for Proposal. |
| 8. | Complete descriptive literature is to be submitted with the proposal documents. |
| 9. | Terms of warranty are to be specified by the manufacturer. |
| 10. | Manufacturer to state nearest part and service branch, and the location of the plant where apparatus is manufactured. |
| 11. | 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. |
| 12. | 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. |
| 13. | Each proponent shall furnish satisfactory evidence indicating their ability to construct the apparatus as specified. |

Schedule B – Minimum Specifications

| SECTION 1 | MINIMUM SPECIFICATIONS | SECTION 2 BIDDER'S PROPOSAL |
|------------------------|---|--|
| PICKUP 1 | F350/ 3500, single rear wheel 4x4. Shall have a minimum of a 6.75 ft. box and a 4-door crew cab. | |
| Paint colour | Fire red/ race red. | |
| Engine | V8 gas engine. Minimum of 6.0 L | |
| Alternator | Extra, extra heavy-duty alternator. | |
| Transmission | Minimum of 6 speed Automatic, with tow/ haul and manual shift options. Must be a column mounted shifter to accommodate emergency equipment. | |
| Exhaust | The exhaust shall exit the right side of the vehicle to accommodate for the exhaust extraction system | |
| Axles & Equipment | Rear axle to be minimum of a 3.73 with electronic locking feature. | |
| 4x4 | Must be shift on the fly by knob or button on the dash. | |
| Off road package | Minimum of skid plates protecting a minimum of the transfer case and fuel tank. Hill decent control, off road calibrated shocks and off-road tires will be included. | |
| 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 completely removable to provide access to the rear spring Shackles. | |
| Pick up Box | Shall be a minimum of 6.75ft in length. | |
| Bedliner | Shall be spray in type bedliner. | |
| Bed options | Must have tailgate step, and LED box lighting and extra movable tie downs | |
| Brake System Equipment | Brake package: 4-wheel disk brake Anti-lock braking system, including ATC (automatic traction control), ESC (electronic stability control) and trailer sway control will be included. | |
| Fuel Tank | Minimum 130 litre fuel tank | |
| Batteries | Minimum of two (2) HD 12v batteries | |
| Mud flaps front | Heavy duty front mud flaps will be supplied | |
| Mud flaps rear | Heavy duty rear mud flaps will be supplied | |

| | | |
|--------------------------|--|--|
| Grill | Black or Grey. *No Chrome* | |
| Tires and wheels | HD 17" Steel Wheels with off road tires. Minimum tire size LT 265/70Rx17E. Tire to be stock AT tires from Factory | |
| Side Mirrors | Black tow mirrors with power adjust, heat, and turn signals | |
| Cab Configuration | 4 full door crew cab | |
| Side Window Regulators | Power | |
| Door Locks | Power with remote keyless entry | |
| Interior materials | Grey or black colour preferred, vinyl seats, for heavy duty cycle. There shall be limited use of fabric materials in the cab. Rubber, plastic, vinyl and metal are preferred. | |
| Steering | Column to be tilt and telescoping to accommodate various drivers. | |
| Air Bags | Frontal Air bags will be installed for both seating positions, and side curtains. | |
| Seating | 40/20/40 front seating. Rear 60/40 | |
| Flooring | Heavy duty rubber with sound deadening | |
| Radio | Bluetooth with handsfree calling feature | |
| Sun visors | Interior sun visors: driver/pass. | |
| 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. | |
| Power Points | Minimum of 2 @ 12v and 110v inverter (400 w minimum) | |
| Aux switches | 6 aux switches provided in cab | |
| Remote start system | To be factory installed | |
| HVAC System | The cab shall be equipped with a HVAC system consisting of heater/defroster/air conditioning functions. | |
| Brake controller | Must be a factory integrated unit. Aftermarket units not acceptable | |
| Rear tow hitch | Minimum tow capability of 12,000 lbs. *Please state tow capacity of spec'd configuration | |
| Back Up Camera | A rear-view camera shall be provided. The camera will be wired to the screen in the cab. | |
| Bumpers | Black | |

| | | |
|------------------------|---|--|
| PICKUP 2 | F250/ 2500, single rear wheel 4x4. Shall have a minimum of a 6.75 ft. box and a 4-door extended/ super/ extra cab. | |
| Paint colour | Fire red/ race red | |
| Engine | V8 gas engine. Minimum of 6.0L | |
| Alternator | Extra, extra heavy-duty alternator. Provide amperage | |
| Transmission | Minimum of 10 speed Automatic, with tow/ haul and manual shift options. Must be a column mounted shifter to accommodate emergency equipment. | |
| Exhaust | The exhaust shall exit the right side of the vehicle to accommodate for the exhaust extraction system | |
| Axles & Equipment | Rear axle to be minimum of a 3.73 with electronic locking feature | |
| 4x4 | Must be shift on the fly by knob or button on the dash | |
| Off road package | Minimum of skid plates protecting a minimum of the transfer case and fuel tank. Hill decent control, off road calibrated shocks and off-road tires will be included. | |
| 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 completely removable to provide access to the rear spring shackles. | |
| Pick up Box | Shall be a minimum of 6.75ft in length | |
| Bedliner | Shall be spray in type bedliner | |
| Bed options | LED box lighting and extra movable tie downs. | |
| Brake System Equipment | Brake package: 4-wheel disk brake Anti-lock braking system, including ATC (automatic traction control), ESC (electronic stability control) and trailer sway control will be included. | |
| Fuel Tank | Minimum 130 litre fuel tank. | |
| Batteries | Two (2) HD 12v batteries. | |
| Mud flaps front | Heavy duty front mud flaps will be supplied. | |
| Mud flaps rear | Heavy duty rear mud flaps will be supplied. | |
| Grill | Black or Grey. *No Chrome*. | |
| Tires and wheels | HD 17" Steel Wheels with off road tires. Minimum tire size LT 265/70Rx17E. Tire to be stock AT tires from Factory. | |
| Side Mirrors | Black tow mirrors with power adjust, heat, and turn signals. | |

| | | |
|--------------------------|--|--|
| Cab Configuration | 4 door super cab/ extra cab/ extended cab. | |
| Side Window Regulators | Power | |
| Door Locks | Power with remote keyless entry. | |
| Interior materials | Grey or black colour preferred, vinyl seats, for heavy duty cycle. There shall be limited use of fabric materials in the cab. Rubber, plastic, vinyl and metal are preferred. | |
| Steering | Column to be tilt and telescoping to accommodate various drivers. | |
| Air Bags | Frontal Air bags will be installed for both seating positions, and side curtains. | |
| Seating | 40/20/40 front seating. Rear 60/40 | |
| Flooring | Heavy duty rubber with sound deadening | |
| Radio | Bluetooth with handsfree calling feature | |
| Sun visors | Interior sun visors: driver/pass. | |
| 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. | |
| Power Points | Minimum of 2 @ 12v and 110v inverter (400 w minimum) | |
| Aux switches | 6 aux switches provided in cab. | |
| Remote start system | To be factory installed. | |
| HVAC System | The cab shall be equipped with a HVAC system consisting of heater/defroster/air conditioning functions. | |
| Brake controller | Must be a factory integrated unit. Aftermarket units not acceptable. | |
| Rear tow hitch | Minimum tow capability of 12,000 lbs. *Please state tow capacity of spec'd configuration | |
| Bumpers | Black | |

**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 _____, 2019

District of Sooke by its authorized signatories:)

Mayor:)

CAO:)

)
)
DATED the ___ day of _____, 2019)

(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.