



## **DISTRICT OF SOOKE REQUEST FOR PROPOSALS**

### **INITIAL ATTACK PUMPER**

Request for Proposals No. 01/23

#### **Closing location:**

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

#### **Closing date and time:**

Friday, January 13, 2023

3:00pm Pacific Time

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## **1. Overview of the Requirement**

The District of Sooke is seeking proposals to obtain a initial attack 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 and Allison Transmission. 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 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 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 (email only)**

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

Fire Chief Ted Rüter  
District of Sooke  
2205 Otter Point Road  
Sooke, BC V9Z 1J2  
Email: [truter@sooke.ca](mailto:truter@sooke.ca)

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

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](http://www.sooke.ca)).

#### **3.2 Closing Date**

Responses will be received up to and including 3:00 p.m., local time, on Friday January 13, 2023. Responses shall be submitted electronically through BC Bid: It shall be clearly marked as follows:

**RFP 01/23 Initial Attack Pumper**  
Attention: Captain Chris McCrea

Only pre-authorized electronic bidders registered on the BC Bid system can be submit an electronic Proposal. Proponents can apply for registration at [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca) or call BC Bid Helpdesk at 250-387-7301

#### **3.3 Submission Instructions**

- 3.3.1 Must Submit an electronic Submission using BC Bid.
- 3.3.2 Only pre-authorized electronic bidders registered on the BC Bid system can make an electronic submission using the BC Bid system.
- 3.3.3 This document covers the supply and delivery of ONE (1) Initial Attack Pumper unit for the Sooke Fire Rescue Department as per the

attached specifications.

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

3.3.5 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.

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

3.3.7 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.

3.3.8 Proponents must include all costs, including applicable taxes, that relate to the manufacture and delivery of the Initial Attack Pumper.

3.3.9 All equipment must be new.

3.3.10 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 with 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 or 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 of 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 in 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](http://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

Evaluation of Proposals will be by a committee formed by the District and may include employees and/or contractors of the District. All evaluators will be bound by the same standards of confidentiality. The District's intent is to enter into a Contract with the Proponent who has submitted the best offer.

This section details the evaluation process for selecting the best qualified Proponent. Proponents should ensure that they fully respond to all criteria in their submission in order to receive full consideration during the evaluation process.

<b>Mandatory Criteria</b>
a) The Response must be received by 3:00 PM Pacific Time on Friday January 13, 2023, at the closing location.
b) The Response must be in English and must be submitted through BC Bid website.
c) The Response must be clearly marked <b>RFP 01/23 Initial Attack Pumper</b> .
d) The Response must be signed by a representative of the Proponent that has the authority to commit the Proponent to a contract.
e) The Response must meet the mandatory requirements provided in Schedule A
f) The Response must include a completed Schedule A, B ,C , D

Proposals not meeting all of the mandatory criteria will be excluded from further consideration during the evaluation process.

### 4.2 Evaluation Criteria

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

<b>Desirable Criteria</b>	<b>Points Available</b>
Performance Measures (see below)	16
Mandatory Requirements (Schedule A) (pass/fail - min score of 14)	14
Standard Requirements (Schedule B)	20
Minimum Requirements (Schedule C)	20
Contract Price	30
<b>TOTAL POINTS AVAILABLE</b>	<b>100</b>



### 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 manner and at reasonable prices.

**Social Impact** - Every purchase has a social, economic, cultural, and environmental impact. Social procurement is about capturing those impacts to achieve overarching institutional, governmental, or individual goals that helps shape inclusive, vibrant and healthy communities. Complete schedule D to provide insight for your company's Social Procurement Principles and Practices.

### Schedule A – Mandatory Requirements

Schedule A	Mandatory Requirements	Requirement met: Yes or No	Note:
CAB/CHASSIS	International HV507 4 door chassis built specifically for the fire service. The apparatus will be designed for operation on poorly maintained, long, narrow, steep unpaved roads and driveways. Chassis frame shall be constructed of high strength steel “C” channel using good engineering practices to manufactures recommendation. It shall be painted, galvanized, or powder coated with finish applied before installation of airlines and electrical system. Frame shall meet the specifications of NFPA 1901 (current edition).		
Chassis warranty	The Chassis shall be warranted for a period of twelve (12) months from the date that it is put into service.		
WEIGHT DISTRIBUTION	Must meet current 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 current edition for an initial attack apparatus.		
	All welding to be done to Canadian Welding Bureau Standards by certified welders in a certified shop.		
	CSA STD W47.2. Proof of compliance to accompany proposal.		
	(American Welding Society (AWS) is an acceptable equivalent.		
PRODUCTION MEETING, FINAL INSPECTION & TRAINING	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 <b>two (2)</b> visits for <b>two (2)</b> people as set out below:		
	· <b>ONE (1)</b> pre-production meeting prior to the commencement of construction		
	· <b>ONE (1)</b> final inspection prior to delivery		
	<b>ONE (1)</b> day of Training shall be provided to fulltime staff upon delivery of the apparatus by the manufacturer.		
Engine	<b>Cummins L9, with 350 hp.</b>		
	Engine protection system: electronic engine – integral warning system.		
Transmission and Equipment	Allison 3000 EVS automatic equipped with two PTO ports and matched to engine and drive train.		
Speed Limiter	Road speed limit: 120kph (75mph).		
Headlights	Shall be LED. They shall be equipped with a daytime running feature that automatically activates when the vehicle is running, and the park brake is off. Bezels to be black bedliner type paint.		
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.		
Back Up Camera	A rear-view camera shall be a box style and recessed		
	in the top rear center of the apparatus body. The camera will be wired to a screen in the cab. The camera will be under the top rear step and provide view of the rear bumper.		
Rear taillight assembly	Turn signals- Two (2) Truck-lite 44027Y		
	Brake lights- Two (2) Truck-Lite 44026R		
	Back up Lights- Two (2) Truck-Lite 44146C		
	3 <sup>rd</sup> brake light- included in signal master light below		

Paint colour	The cab and body will be painted and finished in the colour red. Paint to be used shall be "PPG paint code 926415/ Ford Race Red (PQ)".		
Mid Mount Fire Pump	The fire pump shall be a Hale MBP series (or equivalent) PTO, mid-mount, with a left side operator control panel, and 840 imperial gallon rating. Pump shall have pump and roll capability. Pump shall be single stage. The pump shall pass ULC testing.		

### Schedule B – Standard Requirements

Schedule B	Standard Requirements	Requirement met: Yes or No	Alternative solution detail:
1	The proposed asset must be designed and built to ULC's most current edition and delivered in a condition that satisfies all relevant Provincial and Federal regulations to allow the vehicle to be used on the roads 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 0-600 feet above sea level.		
3	The proposals shall be submitted in Canadian funds only and shall cover the unit complete with all extra equipment as specified herein.		
4	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.		
5	Partial proposals or other proposals containing escalator clauses will not be considered.		
6	An estimated delivery date shall be given.		
7	Complete descriptive literature is to be submitted with the proposal documents.		
8	Terms of warranty are to be specified by the manufacturer.		
9	Manufacturer to state nearest part and service branch, and the location of the plant where apparatus is manufactured.		
10	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.		
11	Each responder shall supply with each proposal, a letter or letters, certificate or certificates or copies of the same from 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.		
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.		
14	Consideration will be given to stock or demo models that closely meet the specifications contained in this document.		

### Schedule C – Minimum Requirements

Schedule C	Minimum Requirements	Requirement met: Yes or No	Alternative solution detail:
Body warranty	The body should be warranted for a minimum of ten (10) years.		
Approach and Departure angles	Approach angle must be greater than twenty (20) degrees and departure angle must be greater than twenty (20) degrees. The ground clearance to be approximately twelve (12") inches.		
Dimensions	Preferred dimensions are as follows:		
	Wheelbase: <b>One hundred and eighty- one</b> inches (181")		
	Height: <b>One hundred and twenty</b> inches (120")		
	Length: <b>Three hundred and eighteen</b> inches (318")		
	Width: <b>Ninety- six</b> inches (96"). Width does not include rub rails or mirrors		
	Vendor shall state dimensions of the proposed apparatus.		
Alternator	Leece-Neville 325-amp 12v alternator with internal regulator shall be installed.		
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 shall be installed. A provision of switched power and ground shall be provided in the cab for the controller to be hooked up by Sooke Fire.		
Axles & Equipment	AXLE, FRONT Meritor, 12,000-lb capacity. SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 14,000-lb Capacity; with Shock Absorbers		
	AXLE, REAR, SINGLE Meritor Single Reduction, 23,000-lb Capacity, Driver Controlled Locking		
	SUSPENSION, RR, SPRING, SINGLE Vari-Rate, with 4500 lb Auxillary rubber spring		
Brake System Equipment	Brake package: Four-wheel disk brake configuration is preferred. 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 style valves.		
Air Dryer	A Meritor Wabco spin-on desiccant air dryer shall be provided.		
Shore Air Line	Air chuck shall be installed below the driver's door area and will be supplied by Sooke FD.		
Bumper	12" extended 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, painted red that extend through the front bumper.		
	License plate mounting: single license plate stainless steel bracket on hinge centered under the bumper.		
Winch	Superwinch Tiger Shark 18000SR P/N 1518001 or equivalent, shall be permanently mounted in the front bumper. A Warn Heavy-Duty Epic Recovery Kit P/N97570 shall also be included with the winch.		
Fuel Tank	Minimum 70-gallon fuel tank mounted under the frame. Fill port shall be on the driver's side near the front wheel well.		

DEF Tank	Minimum 7-gallon frame mounted tank with fill on the driver's side		
Batteries	Minimum of three (3) 12 v batteries total 2775 cold cranking amps. They shall have covers over the batteries and be installed on the passenger side of the cab.		
Mud flaps front	Heavy duty front mud flaps will be supplied.		
Mud flaps rear	Heavy duty rear mud flaps will be supplied. The mud flaps shall extend down far enough to be effective but shall not allow the flaps to become entangled with the rear tires when the apparatus is backing up.		
Door Locks	Power door locks.		
Cab Doors	Lower half panel of the interior doors to be covered with reflective "A" style in Red and yellow. 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 is to be activated when the door is in the open position. Rear windows shall be dark 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.		
Grill	To be coated in black bedliner type coating bezel. An ember screen shall be installed on the engine air intake system		
Black out package	All parts that are available in grey or black to be used over bright work (chrome). Items that are required to be stainless steel or chrome to stay natural colour.		
Steps	All steps shall be painted with black bedliner type coating.		
Side Mirrors	Two (2) (Lang Mekra) West coast style rectangular, power both sides, flat glass only, thermostatically controlled heated heads, clearance lights (LED), black heads, brackets, and arms, break away type, 7.09" x 15.75" and integral convex mirrors (both sides)		
	Down view mirror: right side above side window		
Steering	Column to be tilt and telescoping to accommodate various drivers. The steering wheel shall contain control in the horn button for siren tone change. The column shall have switches for the flasher, turn signal switch, headlight dimmer, wipers, transmission, and engine brake.		
Side Window Regulators	Power windows.		
Cab Misc.	Cab: Crew Cab		
	Cab suspension: Air bag type		
	Headlights: – LED		
	Marker light: (5) LED		
	Turn signal: round bright		
	Windshield: solar tinted		
	Cab: 4 seats (driver, officer and 2 crew)		
Key & lockset	All locks shall all be keyed the same.		
Air Horns	Air horns: Dual 24" emergency tone, mounted on the hood L/R, with actuation through a cable to the left of the driver.		
	A momentary push button on the far-right side for the officer 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): Continental Conti Hybrid HD3 11R22.5, minimum of "G" load rating, on 10 stud disc wheels – Hub piloted, flanged nut Accuride steel wheels or equivalent, powder coated black, with bright stainless nut covers.		
	Rear tires four (4): Continental Conti Hybrid HD3 11R22.5, minimum 23,000lb 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.		
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 easy reach of the driver.		
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	Non-skid steps will be supplied at each door of the cab. Min. of 3/16th inch thickness and be painted with a black bedliner type coating. The driver's side and passenger's side rear cab steps shall be 20 inches minimum above ground level		
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.		
Cabin Air Ember Guard	The cabin air filter shall be protected by an ember guard with a maximum mesh opening of 0.039 inches.		
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. A		
	Kussmaul 20 amp/ 110v with yellow weatherproof cover to be located on the driver's sidestep near the air shoreline. The charger shall be mounted under the EMS cabinet between the rear seats.		
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 8-way electric with dark ballistic polyester fabric covering.		
	Officer seat: Bostrom 8-way electric SCBA seat. Dark ballistic polyester fabric coverings.		
Rear Seating	Two (2) Bostrom forward-facing SCBA seats with dark ballistic polyester fabric coverings.		
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. It shall have a rear folding lid with a positive locking latch. Minimum dimensions of the console storage opening shall be 18" wide" x 20" long. There shall be three (3) dividers provided. Dimensions and final design to be determined at the prebuild meeting.		

EMS Cabinets	One (1) EMS cabinet shall be in the cab between the two rear seats floor mounted. It will use two (2) side sliding Amdor doors (1 left side, 1 right side). The doors shall be natural aluminum colour. The doors should roll horizontally towards the back of the cab. The cabinet should be approximately 34" long x 20" wide X 28" tall and shall be painted with a black bedliner type coating. It shall have one (1) adjustable shelf. It shall have LED strip lighting to illuminate the cabinet when open. Two cup holders and two armrest pads shall be at the back of the cabinet.		
	One (1) EMS cabinet shall be mounted to the back wall between the two rear seats and go to the ceiling. It shall be approximately 20" wide, 14" deep and 38" high. It shall have an Amdor rollup door. The door shall be natural aluminum colour. The Blue Sea battery charger shall be located under this cabinet as well as space to accommodate the radio repeater (approximate dimensions 16"x 20").		
Oxygen mounts	Two (2) Ferno Model 521 Oxygen Cylinder holders with retaining straps shall be provided. They shall be mounted behind the front seats for easy access from the rear doors. One will be on the left side and one on the right side of the rear cab.		
Flooring	Heavy duty rubber with sound deadening.		
Cabin Sound Dampening	A silencer package shall be provided for cab.		
Interior lights	Dome mounted LED lighting activated 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.		
Handheld lanterns	Two (2) Streamlight Vulcan LED rechargeable ATEX lanterns shall be installed in chargers on the top of the floor mounted EMS cabinet.		
Map Light	LED to be mounted to the officer side dash.		
Headsets	FireCom Intercom System for 4 positions will be supplied and installed.		
	Driver's: wireless headset. (intercom/ PTT).		
	Officer: Wireless (intercom/ PTT).		
	2 rear crew positions wireless (intercom).		
Computer Mount	Gamber Johnson docking station for a Panasonic CF33 tablet 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. 2 @12 v located on the rear cabinet between the cup holders. Power points are to be always powered.		
Inverter	A Xantrex PROsine inverter with 1500w of power to charge computer and other electronic devices. 15 amp plugs in R2 cabinet and in the cab centre console area. 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 accessing the batteries 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.		

	<p>Air system pressure gauge: one (1) for each the primary &amp; secondary. To be measured in PSI</p> <p>Air cleaner restriction warning gauge: dash mounted.</p> <p>Backup alarm: required.</p> <p>Starter control: keyed</p> <p>Driver info centre: odometer /trip /engine hour /voltage display.</p> <p>Fuel level gauge manufactures specification.</p> <p>Coolant temperature gauge manufactures specification. Transmission temperature gauge: manufacturer specification.</p> <p>Trip hour meter: manufacturer specification.</p> <p>Engine oil pressure gauge: PSI</p> <p>Speedometer: electronic KPH/MPH.</p> <p>Tachometer: electronic with integral digital hour meter.</p> <p>Digital voltage display: integral w/driver display.</p> <p>Windshield wiper control: single electric wipers motor w/delay.</p> <p>Marker lamp switch: marker light/headlight switch.</p> <p>Parking brake system: one-way parking brake system w/warning.</p>		
Fire extinguisher holders	Two (2) Zico model SC-50-H walkaway brackets mounted to back of the cab near pump panel. One on each side of the truck.		
Clearance & marker lights	LED lighting shall be used.		
Back up alarm	A back up alarm will be installed to operate when reverse gear is engaged. A momentary switch to turn off the alarm at night shall be included. It shall only shut off for one cycle and reengage the next time the vehicle is put in reverse.		
Wiring/electrical system	<p>A multiplex electrical system shall be used.</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>Only automotive type thermal reset breakers will be used where required.</p> <p>System shall be 12 volt and include a minimum of 3 – 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 console 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 radio. The radio will be installed by Sooke Fire. Exact location to be determined at preconstruction meeting		



Cellular antenna	One (1) booster cellular data antenna with coaxial cable and FME connector		
GPS antenna	One (1) GPS mobile antenna 1575.4 MHz		
Switch panel	The main emergency switches will be in the main cab (location to be determined) in a way that will be easily accessible to the driver. A backlit label will identify each switch.		
Hose bed	Shall be as low as possible and able to accommodate 600' of 4" rubber supply hose on the right side of the bed, 500' of 2 ½" static load on the left side of the bed. Please state height of hose bed to the ground.		
Hose Bed Cover	Aluminum painted with black bedliner type coating		
Compartment Painting	The interior of all compartments will be prepared and painted with a "light coloured" bedliner type finish.		
Compartment light	Each compartment will be supplied with LED strip lighting that shall be mounted to illuminate all areas of the compartment, regardless of placement of shelving.		
Compartments LH & RH sides	Compartments to be as large as possible on both sides of the body to use all available space. Please specify sizes		
	All compartments to have a minimum of 22" of usable depth. All compartments shall be vented and have drains.		
Slide out trays	Two (2) slide out 250 lbs. tray with 100% extension ball bearings slides and gas shocks shall be provided. The tray shall be constructed of 3/16" aluminum and be as deep and wide as the cabinets will allow. The tray shall have 12" sides and back and a 2" front lip. All corners shall be welded for strength. It shall be in R2 and L2		
Compartment Shelving	Four (4) shelves shall be provided. They shall be adjustable and be made of 3/16" aluminum with 2" sides with welded corners. Location to be in R2 and L2		
	One (1) adjustable shelf shall be provided for L1 compartment over the wheel wells. It shall hold a minimum of 250 lbs. and be adjustable vertically within the cabinet.		
	One (1) Pac Mount swing out tool board shall be provided for R1		
Driver SCBA storage	One (1) MSA G1 shall be stored above the pump panel in a sealed compartment. The SCBA's will be provided by Sooke Fire Rescue.		
SCBA bottle storage	Four (4) MSA SCBA 60-minute 4500 PSI bottle storage to be in the rear wheel well area (two (2) on each side of the truck).		
Rear Compartment	Shall be as large as possible and shall have 2 box pan doors. The doors shall be covered in a red/ black reflective V pattern. It shall accommodate following long handled tools in tubes. 2 shovels (1round, 1 flat), 1- 24" wide push broom, 2 Pulaski tools, 1 piercing nozzle, 1 six-foot steel NY hook.		
Handrails	Extruded aluminum handrails fitted with inlaid rubber strips for improved grip, and not less than 1 ¼" 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 constructed of extra heavy-duty square tubing with open expanded metal mesh on top and painted with black bedliner type coating. It shall be 10" in depth. The corners of the tail board shall be cut on an angle to improve tail swing.		
Rear Access Steps	Heavy duty aluminum folding steps shall be provided to provide access to the hose bed. They shall have LED lights to illuminate each step. The lights shall automatically come on when the parking brake is on.		
Step lights	The tailboard, side steps and rear steps shall be illuminated with On Scene Solutions Nightstick LED lights mounted in black bezels.		
Apparatus Body	Body shall be a wildland interface style mid mount pumper with box pan style doors. The apparatus body shall be constructed of 5083 saltwater grade aluminum with a minimum 1/8" in thickness (stainless steel is acceptable). 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 of the apparatus body to protect the compartments and doors. silver reflective stripping will be installed in the channel.		
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 "box pan" style doors (unless otherwise noted).		
	All doors shall have red/yellow reflective striping visible when they are open,		
	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.		
Emergency Warning Lights	All warning lights shall use a slow alternating pattern		
	Front Grill: Two (2) Federal Signal Micro Pulse MPS652-R		
	Front Bumper Corners: Two (2) Federal Signal Micro Pulse Wide Angle MPSW6-RW		
	Side Lower Body Rear c- channels L/R: Two (2) Federal Signal Micro Pulse Wide Angle MPSW6-RW.		
	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 Lower: Two (2) Federal Signal Micro Pulse MPS652-RW		
	Rear Upper: Two (2) Federal signal Fire ray FR6-R. <b>*All lights are to use black bezels.</b>		
Emergency light bars	Two (2) 21" Federal Signal Allegiant Discrete lightbars. One left side, one right side of the cab on the roof. They shall be mounted at an angle to assist in cross traffic notification. One (1) Rigid Industries 20" SR Pro Series spot/flood combo LED light shall be mounted between the light bars for forward scene lighting.		
Siren control	Federal Signal siren control shall be mounted flush in the console convenient to the driver.		
eQ2B electric siren	A Federal eQ2B electric siren amplifier with a 200w speaker with Electric "F" grill and brake. The speaker to be flush mounted in the driver's side of the front bumper. The siren to be controlled by the driver's steering wheel horn button when the emergency lights are activated.		
Traffic advisor	Federal Signal Micro Pulse Signal master 36" model MPSUSM36-BRK-50. The control in the cab shall have visual cue of what direction the traffic		

	advisor is flashing. It shall be mounted to the rear of the truck and incorporate the third brake light.		
Front traffic clearing light	A Federal Signal LEDTCL97C-W traffic clearing light will be mounted in the centre of the front grill. It will automatically shut off when spring brakes are applied.		
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 shall be in the hose bed. These shall come on automatically when the truck is running, and the spring brakes are activated.		
12-volt scene lights	Six (6) Federal signal 9x7 LED 12v scene lights with black bezels will be installed, two (2) on either side of the apparatus body. Two (2) 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	Six (6) 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.		
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 and shall cross each other at turns in the "Z".		
	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.		
	Three (3) "Brush 1", four (4) inch in size, will be installed. One (1) on each side of the body, one (1) on the centre rear of the apparatus.		
	One (1) four (4) inch "Brush 1" on the centre of the front bumper.		
	Lettering and numbering shall be white reflective with a black shadow		
	One (1) 1 ½" reflective black "SK218" on the driver's door under the window		
Wheel Chocks	Checker AT3512-FBAC-Y wheel chocks or equivalent. A drawer, under the left rear passenger door shall be large enough to accommodate the wheel chocks. Wheel chocks must meet NFPA 1906 standards		
Pump Shift	PTO with pump and roll		
Air Primer	The priming pump shall be an air- priming system.		
Pressure Governor/Controller	Pump panel pressure governor will be FRC Pump Boss 400 series.		
Pump Panel	The pump operator panel shall be located on the left side of the pump. All valves shall be lever style unless indicated otherwise. The pump panel will be coated in a black bedliner type coating. All discharges will have a 2.5" back lit pressure gauges.		

	<p>A pull-out style drawer shall be located below the pump panel. It shall be as wide and deep as possible. The minimum height shall be ten inches (10 ").</p> <p>A bin that will accommodate fifty feet (50) of four-inch (4") supply hose shall be located on the right side below the pump housing. It shall have 2 hook and loop straps to secure the hose in place.</p>		
Pump heat exchanger	Installed to assist in engine cooling.		
Valves	All discharge valves are to be Elkart Brass or Akron Brass manually controlled with lever style handles. All intake and discharge valves shall be stainless steel unless otherwise specified.		
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 manual Hale master intake valve, complete with manual bleeder, pressure relief valve and a" NST to 4" Storz connection with cap. It shall be installed on the left side		
	Two (2) – 2.5" suctions with a manual valve handle, to be installed, one (1) on each side of the pump.		
	One (1) -3" rear suction with a 4" storz connection controlled from the pump panel by an Elkhart UBEC1 controller. It shall be on the right-side rear.		
Speed Lays	Two (2) 1 ¾" speedlays shall be provided. They shall accommodate 200' of 1 ¾". They shall be behind the pump mid mount. Black vinyl covers shall be provided to keep hose in the tray while driving.		
	One (1) 2.5" speedlay shall be provided. It shall accommodate 200' of 2.5" low pressure attack hose. It shall be above the 1 ¾" speedlays. A black vinyl cover shall be provided to keep hose in the tray while driving.		
	The speedlays shall be behind the pump panel and shall be on slide out trays. Please provide height of each hose bed from the ground.		
Pump Discharges	Three (3) 2 ½" discharges shall be provided with Elkhart EB25 valves and manual lever controllers located at the pump panel. They shall be located one left side, one right side, and one left rear of the apparatus. They shall have 30-degree droops, grey in color, with male BAT thread and a 2 ½" cap and chain. Caps shall be grey or black		
	One (1) 2 ½" preconnect shall be provided with Elkhart EB25 valve and manual lever control located at the pump panel. The discharge shall terminate on the top right side of the pump panel.		
	Two (2) 1 ¾" speedlay discharges shall be provided with Elkart EB20 valves and manual lever controllers located at the pump panel. The discharges shall terminate to 30-degree droops with 1 ½" NSPH male threads at the back of the pump panel, one left side one right side.		
	One (1) 1" hose reel discharge shall be provided with a EB15 valve and manual lever controller.		
	One (1) 2" tank fill discharge shall be provided with Elkart EB20 valves and UBEC1 valve controller located on the pump panel.		
	Each gated discharge outlet shall include a ¾" cast bronze ¼ turn drain valve.		
Electric Rewind Hose reel	One (1) Hannay painted steel hose reel with leak proof ball bearing swing joint an adjustable friction brake and electric rewind.		
	Be installed in right side rear cab step compartment area with a push button rewind button.		
	One stainless steel 4-sided captive type roller shall be provided.		
	One (1) 150' length of 1" Mercedes "Boostlite" water hose with lug pin couplings and a 400-psi working pressure shall be provided on the hose reel.		

	One 1" to 1.5" NSPH adapter shall be provided		
Hose Reel Painting	The hose reel shall be painted yellow		
Water Tank	A 750 US gallon, fully baffled, polypropylene booster tank with a lifetime warranty shall be installed in the apparatus.		
	The overflow shall be piped to discharge behind the rear wheels.		
Water Tank Plumbing	A minimum of 3" plumbing shall be used for the tank to pump function. A minimum of 2.5" plumbing shall be used for the tank fill function.		
Water Tank Level Gauge	Two (2) FRC tank vision pro 400 LED visual water tank indicators shall be installed. One on the pump operator's panel and one on the cab console.		
	Two (2) FRC MAXVISION large remote displays to be located 1 left, 1 right side of the apparatus.		
Foam Tank	One (1) 20 imperial gallon foam cell shall be installed.		
Foam system	A Foampro 1600 class A foam system or equivalent (please specify) shall be installed. One (1) FRC Tankvision pro 400 foam level gauge to be located on the pump panel. The foam manifold shall go to the following four (4) lines: One (1) hose reel, two (2) 1 3/4" speedlays, one (1) 2 1/2" preconnect. The foam injection pump shall be in the pump access compartment.		
Deck Gun	TFT Tornado RC 2.5" ANSI 150x 1.5" BSPM with a 500-gpm smooth bore tip. The deck gun shall be mounted above the pump centre, have power extend-a-gun feature and controlled from the pump panel by a UBEC1 valve controller and Elkhart EB25 valve. A wired remote shall be located at the pump panel.		
Pump and Roll Pressure gauge	One (1) 2.5" discharge pressure gauge (0-600 PSI) shall be provided. The gauge will be in the cab for pump and roll operations.		
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.		
Suction storage	Storage for two (2) 2.5" suction hoses shall be provided on the top left side of the body.		
Zico Ladder Storage	Shall be horizontally top mounted, use an outside arm system and be recessed into the hose bed for protection. It shall be on the right of the apparatus. It shall have a sensor to flash a light and sound an audible alarm when in the down position and the spring brakes off. It shall accommodate the following equipment:		
	One (1) 22 ft 3 section extension ladder		
	One (1) Little Giant Super Duty Model 17 ladder		
	One (1) 6 ft solid fiberglass pike pole.		
Rear intermediate step	An intermediate step shall be provided at the rear of the apparatus body, bolted in place and easily removable for replacement and repairs. Dimensions to be approximately 8" deep x 48" wide. It shall be mounted just below hose bed height.		
Warranties	Manufacturer shall specify warranty on all components of this apparatus.		
Operation/service manuals	A minimum of one complete set of operation, parts and service manuals in a flash drive format shall be provided.		
Fluid Placard	A label identifying all fluids and capacities is to be applied to the cab near the driver's door for ease of maintenance.		

Additional Equipment	The manufacturer shall include pricing on any or all optional additional equipment including:	
	Two (2) sets of standard hose wrenches and mounting brackets (loose)	
	One (1) set of 4" Storz hose wrenches and mounting bracket (loose)	
	One (1) Adjustable hydrant wrench loose	
	One (1) Duo Safety 925-A 22'- 3 section aluminum ladder	
	One (1) One (1) Little Giant Super Duty Model 17 ladder	
	One (1) 6' Fire Hooks Unlimited fiberglass pike pole	
	One (1) 8' Fire Hooks Unlimited fiberglass pike pole	
	One (1) 6' Fire Hooks Unlimited steel NY hook	
	Two (2) 2.5" x 10' suction hoses BAT thread	
	One (1) 2.5" bullet strainer	
	One (1) 20 lb ABC dry chemical extinguisher	
	Four (6) 100' lengths of 4" Key Pro Flow LDH with Storz couplings. Hose shall be labelled as per SFRD specs to be finalized at the preconstruction meeting.	
	One (1) set of rear tire chains	

## Schedule D – Social Impact

	Social Procurement Principles or Practices	Yes	No	N/A	Describe where applicable
<b>Diverse Employment Policies and Practices</b>					
1	Does your enterprise work with employment support services within the communities you operate?				<i>Answer prompt: identify the employment support services that you engage with to address workplace needs</i>
<b>Employee Training, Wellness, and Apprenticeship Programs</b>					
2	Does your enterprise provide employee training and development programs?				<i>Answer prompt: describe- what type of training and development do you offer employees?</i>
3	Does your enterprise provide apprenticeships?				<i>Answer prompt: what types of apprenticeships do you host, how many annually, which colleges and institutions do you partner with?</i>
<b>Living Wages</b>					
4	Does your enterprise pay your employees a living wage? The 2021 living wage for Victoria -is \$20.46/hour.				<i>Answer prompt: what percentage of your employees earn above a living wage? What other considerations inform or influence your wages? What other benefits do you offer employees?</i>
<b>Supply Chain Considerations</b>					
5	Do you consider social value in your production process and/or supply chain (e.g. local sourcing for labour and/or materials, social and environmental considerations)				<i>Answer prompt: Describe your process for contracting suppliers- what criteria do you use in selecting and working with your suppliers?</i>
<b>Other Community Benefits</b>					
6	Does your enterprise support community initiatives and/or non-profits in the communities you operate?				<i>Answer prompt: Provide an example of a non-profit partnership, community initiative or other community contributions, outside of your regular course of business, that demonstrates your community engagement</i>

## Schedule E - Proposed Equipment Carried

Attached is a list of proposed equipment to be carried on the apparatus. The list is a draft to give Proponents an idea of weights and volumes required for each cabinet. The list are minimums and not complete. Cabinets should be able to accommodate more than is listed. All equipment listed will be supplied by Sooke Fire Rescue unless otherwise specified in Schedule B.

Description	Notes:
<b>CAB INTERIOR</b>	
Mileage	
Fuel tank full	
Logbook current	
Battery switch off	
Truck & equipment clean	
Water tank full	
SCBA (3) In Seats	Pressure ____ Straps ____ PASS ____ Mask ____
Overhead door opener	Working?
Post trip report completed	
Large Flashlights (2)	New LED lights
Lock box keys	
Traffic Vests (4)	
LED Puck	Working?
O2 Bag	Pressure _____ BVM, Masks, OPA set _____
TIC and Battery Charger	Charging and working?
Binoculars	
Command board	Grease pencil kit
Winch control cable	
Spotlight	Working?
ERG guide	
Kestrel	
P.F.D.'s (4)	
GPS	
Command Vest	
Traffic Wands (2)	
Stop / Go paddles (2)	
MDT	Working
<b>REAR CONSOLE (CAB)</b>	
FR Kit	Orange Case, Blue Pack
N95 masks	
Blankets (2)	
Drinking water	Cooler
Decontamination Wipes	Plastic Container. Full?
O2 (2)	PSI
AED	
Powered Suction	
Medical Gloves	Small ____ Medium ____ Large ____ XL ____

Description	Notes:
<b>DRIVER SIDE DRAWER</b>	
Wheel Chocks	



<b>PUMP PANEL – Driver</b>	
Hose wrenches (2)	
Dry Chem. Extinguisher	Check gauge
Drivers SCBA	
Master intake valve working	
<b>PUMP PANEL DRIVER SIDE DRAWER</b>	
Spare 2 ½" nozzle	
Double 2 ½" M/F fitting	
Rubber Hose Washers	(4) 2.5" (4) 1.5" (4) Forestry
Hose Straps (2)	
<b>PRECONNECTS</b>	
1¾" x 200' (2)	Blue/ Orange SB nozzles
2 ½" x 200'	SB nozzle
<b>COMPARTMENT D-1</b>	
Battery powered Light	
Extension Cord	
PFD's (3)	
Hurst Combi tool	Check operation and battery
2 small wheel chocks	
Utility rope (2)	
Tarps (2)	
<b>COMPARTMENT D-2</b>	
Traffic cones (min 8)	
Spill Kit	
Winch Kit	
Progressive hose packs (2)	
Spare Forestry hose	4- 1"x50, 5- 1 ½"x100
Asbestos bags (4)	
Disposable Coveralls (4 min)	
Monitor Base	
<b>REAR COMPARTMENT</b>	
Spare forestry fittings box	
2 ½" floating strainer ??	
McLeod (1)	
Orange Hydrant bag	2 gate valves, 2- 4" adapters, 1 hydrant wrench
Broom	
Piercing nozzle	
Flat Shovel	
Round shovel	
Machete (2)	
Pulaski's (2)	
NY Hook	
<b>Description</b>	<b>Notes:</b>
<b>TAILBOARD</b>	
4" hose clamp	

Pry Bar	
<b>COMPARTMENT O-2</b>	
PPV fan (Quickee)	_____
Ear defenders (2)	
Toolbox	
Electrical caution tape	
Do Not Cross Tape	
Reciprocating saw	
Ratchet straps	
Garbage bags	
Chain Saw	Fuel Full _____ Chain Oil Full _____
Spare mixed fuel	
Chain Oil	
Straight Gas	
Chaps	
<b>Wheel Wells</b>	
60 Min SCBA Cylinder (4)	# _____ # _____ # _____ # _____ PSI _____ PSI _____ PSI _____ PSI _____
<b>COMPARTMENT O-1</b>	
Bolt Cutters	
Crow Bar	
Irons set	Halligan and flat axe
Sledgehammer	
Fire Axe	
<b>PUMP PANEL – Officer</b>	
Storz wrench (2)	
4" x 25' Hose (2)	
Water Extinguisher	Gauge: _____
<b>LADDER RACK</b>	
22' ladder	
17' Little Giant ladder	
Fibreglass pike pole (2)	
<b>HOSEBED</b>	
600' 4" supply hose	
500' 2.5" hose	
2.5" suction (2)	

**SCHEDULE F  
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" – **General Requirements and Standards**
- 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 enough 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, always maintain 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 while 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) relates to 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 (4<sup>th</sup>) business day (Saturdays, Sundays and Statutory Holidays excluded) following the date of posting, provided that Canada Post service is not interrupted by strike or lock-out at the time of posting or within four (4) business days thereafter, in which case the notice shall only be effective once it is actually delivered.

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

## **22.0 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 G

## 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.