



# Sunshine Coast Regional District

# Short Form Request for Proposal

**Number: 2122202**

**for**

**FireSmart Coordinator(s)**

**Issue Date:**

**September 1, 2021**

**Closing Date of**

**September 29, 2021 at 12:00 PM local time**

## Delivery of Proposals

- Submit one (1) hard copy and one (1) electronic copy on a USB drive of the proposal by hand; or by courier to the following physical address:  
Sunshine Coast Regional District  
1975 Field Road  
Sechelt, BC V0N 3A1; or
- One complete electronic proposal by email. Proposals submitted by email must be submitted to: [submissions@scrd.ca](mailto:submissions@scrd.ca) in accordance with the instructions found in the SRFP Rules. Proponents should refer to the terms and conditions that apply to this SRFP for a better understanding of the risks associated with emailed submissions.

Proposals must not be submitted by fax or mail.

**Contact:** [vanessa.schilling@scrd.ca](mailto:vanessa.schilling@scrd.ca) for enquiries ONLY.

Please refer to the link for the terms and conditions that apply to this SRFP. By submitting a proposal to the SRFP, the Proponent agrees to be bound by the SRFP terms and conditions.

## 1. Contract Services

The Sunshine Coast Regional District (Regional District) is looking for up to two FireSmart Coordinators to further develop the community's resiliency to wildfire through property assessments, education, and other activities which align with BC FireSmart Program; the rate of pay is \$30.00/hr. with provision for mileage, PPE, and a cellphone allowance.

### DUTIES

The duties of each FireSmart Coordinator will include but are not limited to:

- Works in consultation with the Manager of Protective Services (Manager);
- spreads awareness of FireSmart principles within the community through FireSmart events, clean ups, and meetings;
- develops and delivers educational initiatives on FireSmart activities and risk reduction measures through community meetings and events;
- mitigates wildfire risk to homes and other building structures by completing assessments and provides recommendations for treatments to reduce wildfire hazards;
- maintains records of home assessments and follows up to ensure recommended treatments are followed, and provides guidance and direction to assist in the completing of treatments;
- prepares regular progress / monthly reports to the contract Manager; prepares and submits regular activity and narrative reports and statistics to appropriate agencies and the community;
- attends community events to engage with the public and distribute information regarding the FireSmart principals;
- creates and maintains electronic and hard file systems; and
- gathers, researches, and edits material for internal and external audiences.

## QUALIFICATIONS & SKILLS

The FireSmart Coordinator should have the following qualifications and skills in order to perform the services:

- Knowledge of fire prevention, and emergency preparedness programs;
- knowledge of fire and public safety and emergency management;
- ability to effectively deliver educational and outreach materials to a variety of audiences;
- knowledge of Microsoft Word, Excel, Outlook, and social media application software;
- willingness to travel frequently throughout the Sunshine Regional District including to island communities;
- wildland firefighting and/or structural firefighting experience;
- knowledge of Wildland Urban Interface Fires;
- exceptional interpersonal skills and ability to deal tactfully with elected officials, co-workers, community representatives and the public;
- excellent written and oral communications skills, including public speaking;
- physically able to perform the duties of the position;
- certification as a Local FireSmart Representative;
- punctual, organized and dependable;
- knowledge of fire ecology considered an asset;
- valid BC Class 5 Driver's License and reliable vehicle; and
- familiarity with the Sunshine Coast Regional District.

## 2. Contract Format

Proponents should review carefully the terms and conditions set out in the Short Form General Service Contract, including the schedules. The selected Proponent will be requested to enter into direct contract negotiations to finalize an agreement. The terms and conditions found The General Contract terms can be found in appendix 1 and are to form the basis for commencing negotiations between the Regional District and the selected Proponent.

The Term of the Contract will be for 1000 hours of services over an approximate ten-month period.

## 3. Questions

Submit any questions in writing to the Purchasing Division (email noted above) before the Closing Time. Answers to questions received will be posted on BC Bid.

Information from any other source is not official and cannot be relied on.

Questions will be accepted up to 3:00 pm five (5) business days prior to the Closing Time. Questions received after this time may not be answered.

## 4. Requirements for Proposals

Proponents must submit their proposals in the form of the "SRFP Proposal Form" attached as Appendix A. Proponents should not include attachments or URLs to the SRFP Proposal Form unless specifically requested in this SRFP

## 5. MANDATORY REQUIREMENTS

For the Regional District to consider the proposal, Proponents must meet the mandatory process requirements in the SRFP Rules and the following additional mandatory requirements:

Mandatory Requirements
The proposal must be received at the Closing Location before the Closing Time.
The proposal must be in English.
The proposal must be submitted using one of the submission methods set out on the cover page of the RFP

## 6. PROPOSAL EVALUATIONS

Proposals that meet all mandatory requirements will be evaluated as follows:

Weighted Criteria	Weight %
Experience	50
Approach	30
Sustainable Social Procurement	10
Price	10
<b>TOTAL</b>	<b>100</b>

## Short Form Request for Proposal Terms & Conditions

### 1. Definitions

Throughout the SRFP, the following definitions apply:

“**Addenda**” means all additional information regarding the SRFP, including amendments to the SRFP;

“**BC Bid**” means the BC Bid website located at [www.bcbid.ca](http://www.bcbid.ca);

“**Closing Location**” means the proposal delivery location(s), depending on the form of delivery specified in the SRFP;

“**Closing Time**” means the closing time and date for the SRFP as set out in the SRFP;

“**Contract**” means the written agreement resulting from and called for by the SRFP executed by the Regional District and the successful Proponent;

“**Contractor**” means the successful Proponent to the SRFP who enters into a Contract with the Regional District;

“**Contact**” means the individual named as the contact person for the Regional District in the SRFP;

“**include(s)**” and “**including**” are not limiting;

“**Must**”, or “**mandatory**” means a requirement that must be met in order for a proposal to receive consideration;

“**Proponent**” means a person or entity (excluding its parent, subsidiaries or other affiliates) with the legal capacity to contract, that submits a proposal in response to the SRFP;

“**Proposal**” means a written response to the SRFP that is submitted by a Proponent using the SRFP Proposal Form;

“**Province**” means Her Majesty the Queen in Right of the Regional District of British Columbia and includes the Ministry;

“**SRFP**” or “**Short-Form RFP**” means the solicitation described in the SRFP document, including any attached or referenced appendices, schedules or exhibits together with any written modifications that the Regional District may make to them by Addenda from time to time;

“**SRFP Proposal Form**” means the SRFP Proposal Form attached as Appendix A to the SRFP; and

“**Should**”, “**may**” or “**weighted**” means a requirement having a significant degree of importance to the objectives of the SRFP.

“**Regional District**” means the Sunshine Coast Regional District

### 2. Acceptance of Terms and Conditions

Submitting a proposal indicates acceptance of all the terms and conditions set out in the SRFP, including these SRFP Rules and appendices to the SRFP and any Addenda.

A proposal must be signed in the manner specified by the SRFP by a person authorized to sign on behalf of the Proponent with the intent to bind the Proponent to the SRFP and to the statements and representations in the Proponent’s proposal. For proposals submitted via BC Bid, attachment of the

e-bidding key to an electronic proposal constitutes the signature of an authorized representative of the Proponent and is acceptable without additional signature.

### 3. Submission of Proposals

a) Proposals must be submitted before Closing Time to the Closing Location using one of the submission methods set out on the cover page of this SRFP, except in the limited circumstances set out in subparagraph g) below. The Proponent is solely responsible for ensuring that, regardless of the submission method required by the SRFP, the Regional District receives a complete proposal, including all attachments or enclosures, before the Closing Time. For electronic submissions (BC Bid or email), the following applies:

i. The Proponent is solely responsible for ensuring that the complete electronic proposal, including all attachments, is received before Closing Time;

ii. The maximum size of each attachment must be 20 MB or less (Proponents are solely responsible for ensuring that email proposal submissions comply with any size restrictions imposed by the Proponent’s internet service provider);

iii. Proponents should submit email proposal submissions in a single email and avoid sending multiple email submissions for the same opportunity. If the file size of an electronic submission exceeds the applicable maximum size, the Proponent may make multiple submissions (BC Bid upload or, in the case of email submission, multiple emails for the same opportunity) to reduce attachment file size to be within the maximum applicable size; Proponents should identify the order and number of emails making up the email proposal submission (e.g. “email 1 of 3, email 2 of 3...”);

iv. For email proposal submissions sent through multiple emails, the Regional District reserves the right to seek clarification or reject the proposal if the Regional District is unable to determine what documents constitute the complete proposal;

v. Attachments must not be compressed, must not contain a virus or malware, must not be corrupted and must be able to be opened. Proponents submitting by electronic submission are solely responsible for ensuring that any emails or attachments are not corrupted. The Regional District may reject proposals that are compressed, cannot be opened or that contain viruses or malware or corrupted attachments.

b) Only pre-authorized e-bidders registered on BC Bid can submit electronic proposals on BC

Bid. BC Bid is a subscription service (\$150 per year) and the registration process may take two business days to complete. If using this submission method, Proponents should refer to the BC Bid website or contact BC Bid Helpdesk at 250-387-7301 for more information. An electronic proposal submitted on BC Bid must be submitted using the e-bidding key of an authorized representative of the Proponent. Using the e-bidding key of a subcontractor is not acceptable.

- c) For email proposal submissions, including any notices of amendment or withdrawal referred to in Section 10, the subject line of the email and any attachment should be clearly marked with the name of the Proponent, the SRFP number and the project or program title.
- d) The Regional District strongly encourages Proponents using electronic submissions to submit proposals with sufficient time to complete the upload and transmission of the complete proposal and any attachments before Closing Time.
- e) The Proponent bears all risk associated with delivering its Proposal by electronic submission, including but not limited to delays in transmission between the Proponent's computer and the Regional District Electronic Mail System or BC Bid.
- f) While the Regional District may allow for email proposal submissions, the Proponent acknowledges that email transmissions are inherently unreliable. The Proponent is solely responsible for ensuring that its complete email proposal submission and all attachments have been received before Closing Time. If the Regional District Electronic Mail System rejects an email proposal submission for any reason, and the Proponent does not resubmit its proposal by the same or other permitted submission method before Closing Time, the Proponent will not be permitted to resubmit its proposal after Closing Time. The Proponent is strongly advised to contact the Contact immediately to arrange for an alternative submission method if:
  - i. the Proponent's email proposal submission is rejected by the Regional District Electronic Mail System; or
  - ii. the Proponent does not receive an automated response email from the Regional District confirming receipt of the email and all attachments within a half hour of the time the email proposal submission was sent by the Proponent.
- g) An alternate submission method may be made available, at the Regional District's discretion, commencing one half hour before the Closing

Time, and it is the Proponent's sole responsibility for ensuring that a complete proposal (and all attachments) submitted using an approved alternate submission method is received by the Regional District before the Closing Time. The Regional District makes no guarantee that an alternative submission method will be available or that the method available will ensure that a Proponent's proposal is received before Closing Time.

#### **4. Additional Information**

If the SRFP is posted to BC Bid, then all Addenda will be posted on BC Bid. It is the sole responsibility of the Proponent to check for Addenda on BC Bid. Proponents are strongly encouraged to subscribe to BC Bid's email notification service to receive notices of Addenda.

If the SRFP is faxed/emailed/mailed to a Proponent, then all Addenda will be faxed/emailed/mailed, as the case may be, to the Proponent. Proponents are solely responsible for providing updated contact information to the Contact.

#### **5. Late Proposals**

Proposals will be marked with their receipt time at the Closing Location. Only complete proposals received and marked before the Closing Time will be considered to have been received on time. Proposals received late will not be considered. In case of a dispute, the proposal receipt time as recorded at the Closing Location will prevail whether accurate or not.

#### **6. Proposal Validity**

Proposals will be open for acceptance for at least 90 days after the Closing Time.

#### **7. Firm Pricing**

Prices will be firm for the entire Contract period unless the SRFP specifically states otherwise.

#### **8. Currency and Taxes**

- a) Prices quoted should be:
  - i) in Canadian dollars;
  - ii) inclusive of duty, where applicable; FOB destination, delivery charges included where applicable; and
  - iii) exclusive of applicable taxes.

#### **9. Completeness of Proposal**

By submitting a proposal, the Proponent warrants that, if the SRFP is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the proposal or will be provided by the Contractor at no additional charge.

#### **10. Changes to Proposals**

By submitting a clear and detailed written notice, the Proponent may amend or withdraw its proposal prior to the Closing Time. At Closing Time, all proposals become irrevocable. The Proponent will not change



any part of its proposal after closing unless requested by the Regional District for purposes of clarification.

#### **11. Conflict of Interest/No Lobbying**

- a) A Proponent may be disqualified if the Proponent's current or past corporate or other interests, or those of a proposed subcontractor, may, in the Regional District's opinion, give rise to an actual or perceived conflict of interest in connection with the services described in the SRFP. This includes involvement by a Proponent in the preparation of the SRFP or a relationship with any employee, contractor or representative of the Regional District involved in preparation of the SRFP, participating on the evaluation committee or involvement in the administration of the Contract. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the Contact prior to submitting a proposal.

By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest, either actual or perceived in respect of the SRFP.

- b) A Proponent must not attempt to influence the outcome of a SRFP process by engaging in lobbying activities. Any attempt by the Proponent to communicate for this purpose directly or indirectly with any employee, contractor or representative of the Regional District, including members of the evaluation committee and any elected officials of the Regional District, or with the media, may result in disqualification of the Proponent.

#### **12. Subcontractors**

- a) Unless the SRFP states otherwise, the Regional District will accept proposals where more than one organization or individual is proposed to deliver the services described in the SRFP, so long as the proposal identifies the lead entity that will be the Proponent and that will have sole responsibility to deliver the services under the Contract. The Regional District will enter into a Contract with the Proponent only. The evaluation of the Proponent will include evaluation of the resources and experience of proposed subcontractors, if applicable.
- b) Any subcontractors, including affiliates of the Proponent, should be clearly identified in the proposal.
- c) A Proponent may not subcontract to a firm or individual whose current or past corporate or other interests, may, in the Regional District's opinion, give rise to an actual or potential

conflict of interest in connection with the services described in the SRFP. This includes involvement by the firm or individual in the preparation of the SRFP or a relationship with any employee, contractor or representative of the Regional District involved in preparation of the SRFP, participating on the evaluation committee or in the administration of the Contract. If a Proponent is in doubt as to whether a proposed subcontractor might be in a conflict of interest, the Proponent should consult with the Contact prior to submitting a proposal. By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the SRFP.

- d) Where applicable, the names of approved subcontractors listed in the proposal will be included in the Contract. No additional subcontractors may be added nor other changes made to this list in the Contract without the written consent of the Regional District.

#### **13. References**

- a) References should be able to verify the quality of work provided specific to the relevant experience of the Proponent and/or its proposed subcontractors. References from the Proponent's or its proposed subcontractors' own organization are not acceptable. The Regional District may check Proponent and/or its proposed subcontractors' references without first notifying the Proponent and/or its subcontractors.
- b) The Regional District reserves the right to conduct internal Province reference checks on the Proponent's and any subcontractors' performance under any past or current contracts with the Regional District. The Regional District will not enter into a Contract with any Proponent whose references or references of its proposed subcontractors are unsatisfactory in the sole opinion of the Regional District.

#### **14. Evaluation**

- a) Proposals will be assessed in accordance with the evaluation criteria. The Regional District will be under no obligation to receive further information, whether written or oral, from any Proponent.
- b) Proposals from not-for-profit agencies will be evaluated against the same criteria as those received from any other Proponents.
- c) The Regional District may consider and evaluate any proposals from other jurisdictions on the same basis that the

government purchasing authorities in those jurisdictions would treat a similar proposal from a British Columbia supplier.

#### **15. Contract**

- a) By submitting a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with the Regional District on the terms and conditions set out in <https://www.scrd.ca/go/terms> and such other terms and conditions to be finalized to the satisfaction of the Regional District.
- b) Written notice to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

#### **16. Contract Finalization Delay**

If a Contract cannot be finalized with provisions satisfactory to the Regional District within thirty days of notification of the successful Proponent, the Regional District may, at its sole discretion at any time thereafter, terminate discussions with that Proponent and either commence finalization of a Contract with the next qualified Proponent or choose to terminate the SRFP process and not enter into a Contract with any of the Proponents.

#### **17. Debriefing**

At the conclusion of the SRFP process, all Proponents will be notified. Proponents may request a debriefing meeting with the Regional District.

#### **18. Limitation of Liability & Proponents' Expenses**

By submitting a proposal, the Proponent irrevocably waives, on behalf of itself and its predecessors, successors, parent companies, subsidiary companies, affiliates and assigns, and its and their past, present, and future officers, directors, shareholders, interest holders, members, partners, lawyers, agents, employees, managers, representatives, assigns, and successors in interest, any claims whatsoever and howsoever arising, including claims for compensation, costs, damages, expenses, losses, and loss of profits, relating to the SRFP or with respect to the SRFP competitive process or any contract arising in the SRFP process, including claims for costs, expenses and loss of profits if no Contract is made with the Proponent.

Proponents are solely responsible for their own expenses in participating in the SRFP process, including costs in preparing a proposal and for subsequent finalizations, if any, with the Regional District. Notwithstanding and without any waiver of the foregoing provisions of this section, at the sole

discretion of the Regional District, the Regional District reserves the right to pay a Proponent an amount equivalent to the reasonable costs incurred by the Proponent in preparing its proposal.

#### **19. Liability for Errors**

While the Regional District has used considerable efforts to ensure information in the SRFP is accurate, the information contained in the SRFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Regional District, nor is it necessarily comprehensive or exhaustive. Nothing in the SRFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the SRFP.

#### **20. No Commitment to Award**

The SRFP should not be construed as an agreement to purchase goods or services. The Regional District is not bound to enter into a Contract with the Proponent who submits the lowest priced proposal or with any Proponent.

#### **21. No Implied Approvals**

Neither acceptance of a proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license under any federal, provincial, regional district or municipal statute, regulation or by-law.

#### **22. Legal Entity**

The Regional District reserves the right in its sole discretion to:

- a) disqualify a proposal if the Regional District is not satisfied that the Proponent is clearly identified;
- b) prior to entering into a Contract with a Proponent, request that the Proponent provide confirmation of the Proponent's legal status (or in the case of a sole proprietorship, the Proponent's legal name and identification and registered assumed name, if any) and certification in a form satisfactory to the Regional District that the Proponent has the power and capacity to enter into the Contract;
- c) not to enter into a Contract with a Proponent if the Proponent cannot satisfy the Regional District that it is the same legal entity that submitted the Proponent's proposal; and
- d) require security screenings for a Proponent who is a natural person before entering into a Contract.

#### **23. Reservation of Rights**

- a) In addition to any other reservation of rights set out in the SRFP, the Regional District reserves the right, in its sole discretion:
  - i) to modify the terms of the SRFP at any time prior to the Closing Time, including

the right to cancel the SRFP at any time prior to entering into a Contract with a Proponent;

- ii) in accordance with the terms of the SRFP, to accept the proposal or proposals that it deems most advantageous to itself;
  - iii) to waive any non-material irregularity, defect or deficiency in a proposal;
  - iv) to request clarifications from a Proponent with respect to its proposal, including clarifications as to provisions in its proposal that are conditional or that may be inconsistent with the terms and conditions of the SRFP, without any obligation to make such a request to all Proponents, and consider such clarifications in evaluating the proposal;
  - v) to reject any proposal due to an unsatisfactory reference check or past performance;
  - vi) at any time, to reject any or all proposals; and
  - vii) at any time, to terminate the competition without award and obtain the goods and services described in the SRFP by other means or do nothing.
- b) The lowest or any proposal will not necessarily be accepted. The SRFP does not commit the Regional District in any way to award a Contract.

#### **24. Ownership of Proposals**

All proposals and other records submitted to the Regional District in relation to the SRFP become the property of the Regional District and are subject to the provisions of the Freedom of Information and Protection of Privacy Act and the SRFP.

#### **25. Copyright**

The SRFP is subject to copyright and may be used, reproduced, modified and distributed to the extent necessary for the Proponent to prepare and submit a proposal.

#### **26. Confidentiality Agreement**

The Proponent acknowledges that prior to the Closing Time it may be required to enter into a confidentiality agreement with the Regional District in order to obtain access to confidential materials relevant to preparing a response to the SRFP.

#### **27. Alternative Solutions**

If more than one approach to deliver the services described in the SRFP is offered, Proponents should submit the alternate approach in a separate SRFP Proposal Form.

#### **28. 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 the SRFP requires Proponents to provide the Regional District with personal information of employees who have been included as resources in response to the SRFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the Regional District. Such written consents should specify that the personal information may be forwarded to the Regional District for the purposes of responding to the SRFP and use by the Regional District for the purposes set out in the SRFP. The Regional District 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 Regional District.

#### **29. Trade Agreements**

Whether the applicable SRFP is covered by any trade agreements between the Regional District and other jurisdictions will be detailed in the applicable SRFP.

For more information, Proponents may contact the Regional District Purchasing Division.

## Appendix 1 Short Form General Service Terms & Conditions

### 1. SERVICES AND TERM

- 1.1 The Contractor must provide the Services in accordance with this Agreement. The Contractor must provide the Services during the term described in Schedule A (the "Term"), regardless of the date of execution or delivery of this Agreement.
- 1.2 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement.
- 1.3 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.
- 1.4 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.
- 1.5 The Contractor must comply with any reasonable instructions (in writing or otherwise) given from time to time by the Regional District to the Contractor as to the performance of the Services.
- 1.6 Upon the Regional District's request, the Contractor must fully inform the Regional District of all work done by the Contractor in connection with providing the Services.
- 1.7 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws.

### 2. PAYMENT

- 2.1 If the Contractor complies with this Agreement, then the Regional District must pay to the Contractor the fees and any expenses and applicable taxes described in Schedule B. The Regional District is not obliged to pay the Contractor more than the "Maximum Amount" specified in Schedule B.
- 2.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Regional District a written statement of account as described in Schedule B.
- 2.3 The Regional District may withhold from any payment due to the Contractor an amount sufficient to indemnify the Regional District against any liens or other third party claims that have arisen or could arise in connection with the provision of the Services.
- 2.4 The Regional District's obligation to pay money to the Contractor is subject to the Financial Administration Act, which makes that obligation subject to an appropriation being available in the fiscal year of the Regional District during which payment becomes due.
- 2.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
- 2.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Regional District may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

### 3. INDEMNITY AND INSURANCE

- 3.1 The Contractor must indemnify and save harmless the Regional District's and the Regional District's employees and agents from any losses, claims, damage awards, actions, causes of action, costs or expenses that the Regional District or any of the Regional District's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, including any claim of infringement of third-party intellectual property rights, where the same or any of them are directly or indirectly caused or contributed to by any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors in connection with this Agreement.
- 3.2 The Contractor shall, without limiting its obligations or liabilities and at its own expense, provide and maintain and continuously carry throughout the term of this Agreement, the following policies of insurance with insurers licensed in British Columbia and in forms and amounts acceptable to the Regional District:
  - a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
    - (i) include the Regional District as an additional insured,
    - (ii) be endorsed to provide the Regional District with 30 days advance written notice of cancellation or material change, and
    - (iii) include a cross liability clause;
  - b) Motor Vehicle Insurance, including Bodily Injury and Property Damage in the amount no less than \$2,000,000 per accident from the Insurance Corporation of British Columbia on any licensed motor vehicles of any kind used to carry out the work.
- 3.3 The Contractor should apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the Workers Compensation Act or similar laws in other jurisdictions; and (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.
- 3.4 Within 10 business days of being requested to do so by the Regional District, the Contractor must provide the Regional District with evidence of the Contractor's compliance with sections 3.2 and 3.3.

### 4. MATERIAL & FURTHER OBLIGATIONS

- 4.1 In this Agreement, "Material" means records (as defined in the *Interpretation Act*) and other material, whether complete or not, that the Contractor produces or receives from the Regional District as a result of this Agreement. "Incorporated Material" means any material owned solely by the Contractor that is embedded or incorporated into the Material by the Contractor.
- 4.2 The Contractor must not include in any Material produced by the Contractor, or otherwise provide to the Regional District, any material owned by a third-party.
- 4.3 The Regional District exclusively owns all property rights (including all intellectual property rights) in the Material, other than any intellectual property rights in any Incorporated Material. The Contractor must deliver any Material to the Regional District immediately upon the Regional District's request.
- 4.4 Upon any Incorporated Material being embedded or incorporated into the Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Regional District:
  - a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
  - b) the right to sublicense or assign to third-parties any or all of the rights granted to the Regional District under section 4.4(a).
- 4.5 Upon the Regional District's request in relation to any Material produced by the Contractor, the Contractor must deliver to the Regional District documents satisfactory to the Regional District that irrevocably waive in the Regional District's favour any moral rights which the Contractor (or employees of the Contractor) may have in such Material and that confirm the vesting in the Regional District of the copyright in any such Material.
- 4.6 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Regional District's prior written consent except:
  - a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws; or
  - b) if it is information that is generally known to the public other than as a result of a breach of this Agreement.
- 4.7 The Contractor must not, without the prior written approval of the Regional District, refer for promotional purposes to the Regional District being a customer of the Contractor, or make any public announcement relating to this Agreement.
- 4.8 The Contractor must maintain time records and other documentation in support of fees and expenses in relation to this Agreement, in form and content satisfactory to the Regional District and for a period of not less than seven years after this Agreement ends.
- 4.9 Without limiting the generality of section 1.7, the Contractor must comply with all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.



## Short Form Request for Proposal 2122202

- 4.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not an employee, partner or agent of the Regional District. The Contractor must not act or purport to act contrary to this section, including by not committing or purporting to commit the Regional District to pay any money. The Contractor must not do anything that would result in the Contractor's personnel being considered employees of the Regional District.
- 4.11 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Regional District's written consent. Upon providing written notice to the Contractor, the Regional District may assign to any person any of the Regional District's rights and obligations under this Agreement.
- 4.12 The Contractor must not subcontract any of the Contractor's obligations under this Agreement.
- 4.13 The Contractor must not provide any services to any person in circumstances which, in the Regional District's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Regional District under this Agreement.
- 5 TERMINATION
- 5.1 The Regional District may terminate this Agreement for any reason, by giving at least 10 days' written notice of termination to the Contractor.
- 5.2 If the Contractor fails to perform any of its obligations under this Agreement, the Regional District may terminate this Agreement immediately by giving written notice to the Contractor. Nothing in this section limits the Regional District's ability to pursue any other available remedies or actions.
- 6 GENERAL
- 6.1 All disputes arising out of or in connection with this Agreement must, if the parties cannot resolve the dispute through collaborative negotiation within 15 business days of the dispute arising, be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre under its Domestic Commercial Arbitration Shorter Rules of Procedure and held in Victoria, British Columbia.
- 6.2 To be effective, notice given or provided under sections 4.11, 5.1, 5.2 or 6.2 must be in writing and delivered:
- by fax to the addressee's fax number specified on the 1<sup>st</sup> page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a business day, in which cases it will be deemed to be received on the next following business day;
  - by hand to the addressee's address specified on the 1<sup>st</sup> page of this Agreement, in which case it will be deemed to be received on the day of delivery; or
  - by prepaid post to the addressee's address specified on the 1<sup>st</sup> page of this Agreement, in which case if mailed during a period when normal postal services prevail, it will be deemed to be received on the 5<sup>th</sup> business day after its mailing.
- 6.3 Either party may from time to time give notice to the other party of a substitute address or fax number for purposes of this section. A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.
- 6.4 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.
- 6.5 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.
- 6.6 Sections 1.6, 1.7, 2.1 to 2.4, 3.1, 4.2 to 4.6, 4.8, 4.9, 4.12, 4.13, 5.2, 6.1, 6.2, 6.6, any accrued but unpaid payment obligations, and any other sections of this Agreement which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely, even after this Agreement ends.
- 6.7 The schedules to this Agreement (including any documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.
- 6.8 Time is of the essence in this Agreement and will remain of the essence after any modification of this Agreement, whether or not expressly restated.
- 6.9 A provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a Schedule, and a provision in a Schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a Schedule.
- 6.10 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Regional District or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with or fettering the exercise by the Regional District or its agencies of any power or duty.
- 6.11 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.
- 6.12 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.
- 6.13 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.
- 6.14 In this Agreement:
- unless the context otherwise requires,
  - references to sections by number are to sections of this Agreement and
  - words expressed in the singular include the plural and vice versa;
  - unless otherwise specified, a reference to a statute means the statute of British Columbia by that name, as amended or replaced from time to time;
  - the headings have been inserted for convenience of reference only; and
  - "person" includes an individual, partnership, corporation or legal entity of any nature.