



COWICHAN VALLEY REGIONAL DISTRICT

REQUEST FOR PROPOSALS

NO. ES-025-17

**CONTRACT ADMINISTRATOR
MEADE CREEK RECYCLING CENTRE**

Proposals will be received on or before 2:00 P.M. local time

THURSDAY, MAY 25, 2017

COWICHAN VALLEY REGIONAL DISTRICT
175 INGRAM STREET
DUNCAN, BRITISH COLUMBIA
V9L 1N8
www.cvrd.bc.ca

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by the Cowichan Valley Regional District (“the CVRD”) to prospective proponents to submit proposals for the provision of a **Contract Administrator** as further described in the RFP Particulars (Part 2) (the “Deliverables”).

1.2 RFP Contact

For the purposes of this procurement process, the “RFP Contact” shall be:

Anthony Jeffery, Procurement Officer
Email Address: purchasing@cvrd.bc.ca

1.3 Type of Contract for Deliverables

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with the CVRD for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the CVRD and the selected proponent.

It is the CVRD’s intention to enter into an agreement with only one (1) legal entity.

1.4 RFP Timetable

Issue Date of RFP	May 17, 2017
Deadline for Questions	May 22, 2017
Deadline for Issuing Addenda	May 23, 2017
Submission Deadline	May 25, 2017 @ 2:00 P.M. local time
Rectification Period	3 business days from issue of notice
Notification to Highest Ranked Proponent	Within 1 week of submission deadline

The RFP timetable is tentative only and may be changed by the CVRD at any time.

1.5 Submission of Proposals

Submissions must be sent by email to the RFP Contact at the email address set out above. The complete submission must be received in the inbox of the RFP Contact’s email address by the Submission Deadline. Submissions received after the Submission Deadline will not be considered.

1.5.1 Questions

All questions should be directed to purchasing@cvrd.bc.ca. Only written questions via email will be received to issue an addendum by Tuesday, May 23, 2017. Strictly, no phone calls please.

1.5.2 Proposals to be submitted on Time

Proposals must be submitted to the email address set out above on or before the Submission Deadline. Subject to the process described below, proposals submitted after the Submission Deadline will be rejected.

1.5.3 Amendment of Proposals

Proponents may amend their proposals via email to the RFP Contact prior to the Submission Deadline by submitting the amendment prominently marked with the RFP title and number in the email subject line. Any amendment should clearly indicate which part of the proposal the amendment is intended to amend or replace.

1.5.4 Withdrawal of Proposals

At any time throughout the RFP process until the execution of a written agreement for provision of the Deliverables, a proponent may withdraw a submitted proposal. To withdraw a proposal, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the proponent. The CVRD is under no obligation to return withdrawn proposals.

[End of Part 1]

PART 2 – RFP PARTICULARS

2.1 Background

The Cowichan Valley Regional District (CVRD) provides waste management services including waste export, drop-off depot operation and landfill maintenance to more than 80,000 residents on southern Vancouver Island. Since 2002, the CVRD has been committed to the goal of Zero Waste, with a focus on enhancing recycling opportunities and maximizing convenience for residents. The CVRD has one of the most progressive recycling programs in Canada and the highest recycling rate in the Province with more than 74% of consumed material being recycled.

The Meade Creek Recycling Centre is one of three recycling facilities operated by the CVRD. The recycling centre serves approximately 6,600 residents in Lake Cowichan, Youbou and Honeymoon Bay and also forms a key part of the CVRD's network of regional Recycling Centres which collectively serve more than 80,000 residents. The site was operated as a garbage incinerator from the early 1970s to 1998 when the incinerator was decommissioned and the site converted to a recycling drop-off centre. Approximately 15,000 m³ of old incinerator ash is still stockpiled on the site.

Remediation of the ash is one of the outstanding requirements in the CVRD's Solid Waste Management Plan. In addition to remediation, a new recycling facility will be built to accommodate the community's current and future waste requirements.

2.2 The Deliverables

Meetings:

- Project kick-off meeting with CVRD staff
- Weekly health and safety meetings and construction status meetings with contractor
- Monthly progress meeting with CVRD staff
- Final project meeting with CVRD staff

Documentation:

- Signed and stamped up-dated construction drawings

- Signed and stamped as-built drawings
- Project schedule (Microsoft Project with updated milestones)
- Daily site visit memo (including photos and videos throughout the project duration)
- Monthly status update summaries to include summary of progress, construction activity, change orders, schedule and budget updates
- Budget schedule (monthly billing reports)
- Deficiency list and holdback
- Signed letters of assurance as per building permits

Project Details:

- Site preparation (demolition and removal)
- Excavation and deposit of ash and closure
- Construction and finishing

2.3 Work Duration

Proposed schedule – June 2017 to March 2018 (consider one month of contingency).

2.4 Material Disclosures

Accurate log of equipment and materials purchase with warranties and invoices.

2.5 Project Team

Project Manager/Engineer – One (1)

Field Technician – One (1)

Drafting – One (1)

2.6 Scope of Work

The scope of this contract shall include but is not limited to the following:

- Prepare a checklist of all required permits and documentation for all aspects of demolition and construction work
- Secure project documentation from contractor
- Maintain accurate notes for construction drawings/plan updates
- Ensure contractor follows applicable regulations and industry standards
- Review health and safety documents from prime contractor and attend weekly health and safety meetings
- Review contractor's soil management plan for environmental work including excavation of ash and soil, placement of ash and soil, import materials, backfilling and compaction testing in layers
- Prepare inspection list for construction activities and template document
- Submit daily memo
- Submit monthly progress report
- Attend monthly on-site progress meetings
- Perform initial, follow up and final inspections of work in progress including interim and final measurements
- Perform required construction-related tests as per American Society for Testing Materials (ASTM) and other regulatory requirements, including subgrade preparation, in-situ density testing of backfill and the installation of the geogrid for the retaining wall and

geosynthetic clay liner (GCL) for the landfill closure and provide test results to CVRD within one week (tests do not include hazardous materials testing or environmental soil, groundwater and soil vapour testing otherwise required to be completed by the contractor)

- Ship relevant samples to laboratories for testing
- Notify contractor and CVRD of any non-compliance issues
- Liaison between contractor, CVRD and other regulatory agencies as well as field crews
- Substantial Performance Certificate and on-site posting
- Contact CVRD at end of 55-day lien holdback period to recommend title search
- Issuance of lien holdback release form
- Correcting deficiencies to ensure total performance

Project Area:

The subject property is located at 8855 Youbou Road in Electoral Area I. The site location is identified in the following photograph.



[End of Part 2]

PART 3 - EVALUATION AND NEGOTIATION

3.1 Stages of Evaluation and Negotiation

The CVRD will conduct the evaluation of proposals and negotiations in the following stages:

3.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. If a proposal fails to satisfy all of the mandatory submission requirements, the CVRD will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the rectification period, its proposal will be excluded from further consideration. The rectification period will begin to run from the date and time that the CVRD issues a rectification notice to the proponent. The mandatory submission requirements are as follows:

Submission Form (Appendix B)

Each proposal must include a Submission Form (Appendix B) completed and signed by an authorized representative of the proponent.

Reference Form (Appendix C)

Each respondent must complete a Reference Form (Appendix C) and include it with the submission.

3.3 Stage II – Evaluation

Stage II will consist of a scoring on the basis of the Rated Criteria. Subject to the Terms of Reference and Governing Law, the top-ranked respondent as established under the evaluation will be selected to enter into a contract for the provision of the Deliverables. The selected respondent will be expected to enter into a contract within the timeframe specified in the selection notice. Failure to do so may, among other things, result in the disqualification of the respondent and the selection of another respondent or the cancellation of the RFP.

3.4 Rated Criteria

The following is an overview of the categories and weighting for the rated criteria of the RFP:

Evaluation Criteria	Wt.	Score Per Evaluation Criteria					Weighted Total
		Poor (0.3)	Marg (0.5)	Fair (0.7)	Good (0.9)	Exc. (1.0)	
Staff Composition – Experience and Qualifications	40						
References	20						
Financial Cost to the CVRD	40						
Total	100						

Points will be assigned for each criteria based on the information provided in the RFP. Scoring shall be awarded on a scale of 0.0 to 1.0, where the range is defined as follows:

0.0	Lack of response or complete misunderstanding of the requirements; no probability of success.
0.3	Does not meet expectations or demonstrate understanding of the requirements; major weakness or deficiencies; low probability of success.
0.5	Partially meets expectations; minor weaknesses or deficiencies; fair probability of success.
0.7	Meets expectations; Proponent has good understanding of requirements; no weaknesses or deficiencies; good probability of success.
0.9	Somewhat exceeds expectations; high probability of success.
1.0	Fully exceeds expectations; Proponent clearly understands the requirements; excellent probability of success.

3.4 Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing in accordance with the price evaluation method set out in 3.4.2.

Price should include the following details:

- Total number of hours and per-hour price for staff (engineer, field staff, etc.)
- Total number of tests and total price
- Signed, stamped and updated as-build drawings
- Letters of Assurances – total number and cost
- Project management (PM) – number of hours and cost
- Administration cost – number of hours and cost (if above PM cost)
- Per hour cost
- Total cost

3.4.1 Proposed Fee Structure (Total Points = 20 Points)

Rates shall be provided in Canadian funds inclusive of all applicable duties and taxes except for applicable sales taxes, which should be itemized separately.

Rates quoted by the proponent shall be an all-inclusive fixed fee and shall include all labour and material costs, all insurance costs, including any and all other overhead, including any fees or other charges required by law.

A Detailed Work Schedule with Fees shall be submitted outlining the hours of each team member allocated to each task with fees and subtotal of hours for each task detailed.

3.4.2 Evaluation of Pricing

Each proponent will receive a percentage of the total possible points allocated to price for the particular category bid on by dividing that proponent's price for that category into the lowest bid price in that category.

For example, if a proponent bids \$120.00 for a particular category and that is the lowest bid price in that category, that proponent receives 100% of the possible points for that category

(120/120 = 100%). A proponent who bids \$150.00 receives 80% of the possible points for that category (120/150 = 80%) and a proponent who bids \$240.00 receives 50% of the possible points for that category (120/240 = 50%).

Lowest rate

----- x Total available points = Score for proposal with second-lowest rate

Second-lowest rate

Lowest rate

----- x Total available points = Score for proposal with third-lowest rate

Third-lowest rate

And so on, for each proposal.

3.5 Stage IV – Ranking and Contract Negotiations

3.5.1 Ranking of Proponents

After the completion of Stage III, all scores from Stage II and Stage III will be added together and the proponents will be ranked based on their total scores. The top-ranked proponent will receive a written invitation to enter into direct contract negotiations to finalize the agreement with the CVRD.

3.5.2 Contract Negotiation Process

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 4) and will not constitute a legally binding offer to enter into a contract on the part of the CVRD or the proponent and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the CVRD and the selected proponent. Negotiations may include requests by the CVRD for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation and may include requests by the CVRD for improved pricing or performance terms from the proponent.

3.5.3 Time Period for Negotiations

The CVRD intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period commencing from the date the CVRD invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously.

3.5.4 Failure to Enter into Agreement

If the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, the CVRD may discontinue negotiations with the top-ranked proponent and may invite the next-best-ranked proponent to enter into negotiations. This process shall continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations or until the CVRD elects to cancel the RFP process.

3.5.5 Notification to Other Proponents

Other proponents that may become eligible for contract negotiations will be so notified at the commencement of the negotiation process with the top-ranked proponent. Once an agreement is finalized and executed by the CVRD and a proponent, the other proponents will be notified in accordance with the Terms and Conditions of the RFP Process (Part 4).

[End of Part 3]

PART 4 – TERMS AND CONDITIONS OF THE RFP PROCESS

4.1 General Information and Instructions

4.1.1 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

4.1.2 Proposals in English

All proposals are to be in English only.

4.1.3 No Incorporation by Reference

The entire content of the proponent's proposal should be submitted in a fixed form and the content of websites or other external documents referred to in the proponent's proposal but not attached will not be considered to form part of its proposal.

4.1.4 References and Past Performance

In the evaluation process, the CVRD may include information provided by the proponent's references and may also consider the proponent's past performance or conduct on previous contracts with the CVRD or other institutions.

4.1.5 Information in RFP Only an Estimate

The CVRD and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

4.1.6 Proponents to Bear Their Own Costs

The proponent shall bear all costs associated with or incurred in the preparation and presentation of its proposal including, if applicable, costs incurred for interviews or demonstrations.

4.1.7 Proposal to be Retained by the CVRD

The CVRD will not return the proposal or any accompanying documentation submitted by a proponent.

4.1.8 Trade Agreements

Proponents should note that procurements falling within the scope of Chapter 5 of the Agreement on Internal Trade and/or the New West Partnership Trade Agreement are subject to those trade agreements but that the rights and obligations of the parties shall be governed by the specific terms of this RFP.

4.1.9 No Guarantee of Volume of Work or Exclusivity of Contract

The CVRD makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The CVRD may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

4.2 Communication after Issuance of RFP

4.2.1 Proponents to Review RFP

Proponents shall promptly examine all of the documents comprising this RFP and may direct questions or seek additional information in writing by email to the RFP Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFP Contact. The CVRD is under no obligation to provide additional information and the CVRD is not responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. The CVRD is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

4.2.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If the CVRD, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum issued in the same manner that this RFP was originally issued. Each addendum forms an integral part of this RFP and may contain important information including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the CVRD. In the Submission Form (Appendix B), proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

4.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If the CVRD determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the CVRD may extend the Submission Deadline for a reasonable period of time.

4.2.4 Verify, Clarify and Supplement

When evaluating proposals, the CVRD may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal. The CVRD may revisit and re-evaluate the proponent's response or ranking on the basis of any such information.

4.3 Notification and Debriefing

4.3.1 Notification to Other Proponents

Once an agreement is executed by the CVRD and a proponent, the other proponents may be notified directly in writing and shall be notified by public posting in the same manner that this RFP was originally posted of the outcome of the procurement process.

4.3.2 Debriefing

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within sixty (60) days of such notification. The intent of the debriefing information session is to aid the proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

4.3.3 Procurement Protest Procedure

If a proponent wishes to challenge the RFP process, it must provide written notice to the RFP Contact within sixty (60) days of notification of the outcome of the procurement process. The notice must provide a detailed explanation of the proponent's concerns with the procurement process or its outcome.

4.4 Conflict of Interest and Prohibited Conduct

4.4.1 Conflict of Interest

The CVRD may disqualify a proponent for any conduct, situation or circumstances, determined by the CVRD in its sole and absolute discretion, to constitute a Conflict of Interest. For the purposes of this section, Conflict of Interest has the meaning ascribed to it in the Submission Form (Appendix B).

4.4.2 Disqualification for Prohibited Conduct

The CVRD may disqualify a proponent, rescind an invitation to negotiate or terminate a contract subsequently entered into if the CVRD, in its sole and absolute discretion, determines that the proponent has engaged in any conduct prohibited by this RFP.

4.4.3 Prohibited Proponent Communications

A proponent shall not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

4.4.4 Proponent Not to Communicate with Media

A proponent shall not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

4.4.5 No Lobbying

A proponent shall not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent.

4.4.6 Illegal or Unethical Conduct

Proponents shall not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents shall not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the CVRD; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

4.4.7 Past Performance or Past Conduct

The CVRD may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by the CVRD, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

4.5 Confidential Information

4.5.1 Confidential Information of the CVRD

All information provided by or obtained from the CVRD in any form in connection with this RFP either before or after the issuance of this RFP:

- (a) is the sole property of the CVRD and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the CVRD; and
- (d) must be returned by the proponent to the CVRD immediately upon the request of the CVRD.

4.5.2 Confidential Information of Proponent

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the CVRD. The confidentiality of such information will be maintained by the CVRD, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed on a confidential basis, to advisers retained by the CVRD to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

4.6 Procurement Process Non-binding

4.6.1 No Contract A and No Claims

This procurement process is not intended to create and shall not create a formal, legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this RFP shall not give rise to any Contract A–based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the proponent nor the CVRD shall have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a proposal submitted in response to this RFP.

4.6.2 No Contract until Execution of Written Agreement

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any goods or services shall be created between the proponent and the CVRD by this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

4.6.3 Non-binding Price Estimates

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the CVRD to enter into an agreement for the Deliverables.

4.6.4 Cancellation

The CVRD may cancel or amend the RFP process without liability at any time.

4.7 Governing Law and Interpretation

These Terms and Conditions of the RFP Process (Part 4) are:

- (a) intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) to be governed by and construed in accordance with the laws of the province of British Columbia and the federal laws of Canada applicable therein.

[End of Part 4]

**APPENDIX A – SAMPLE FORM OF AGREEMENT
GENERAL SERVICES AGREEMENT
Template**



COWICHAN VALLEY REGIONAL DISTRICT

SCHEDULE A – SERVICES

- Part 1 - Term**
- Part 2 - Services**
- Part 3 - Related Documentation**
- Part 4 - Key Personnel**

SCHEDULE B – FEES AND EXPENSES

- Part 1 - Maximum Amount Payable**
- Part 2 - Fees**
- Part 3 - Expenses**
- Part 4 - Statements of Account**
- Part 5 - Payments Due**

SCHEDULE C – APPROVED SUBCONTRACTOR(S)

SCHEDULE D – INSURANCE

SCHEDULE E – PRIVACY PROTECTION SCHEDULE

SCHEDULE F – ADDITIONAL TERMS

THIS AGREEMENT is dated for reference the ____ day of _____, 20__.

BETWEEN:

<LEGAL NAME AND, IF APPLICABLE, DESCRIPTION, OF CONTRACTOR>
(the “Contractor”) with the following specified address:
<ADDRESS>

AND:

Cowichan Valley Regional District (CVRD) with the following specified address:
175 Ingram Street
DUNCAN BC V9L 1N8

The Cowichan Valley Regional District (CVRD) wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the CVRD and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) “Business Day” means a day, other than a Saturday or Sunday, on which the CVRD offices are open for normal business in British Columbia;

- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the CVRD or any other person;
- (f) "Services" means the services described in Part 2 of Schedule A;
- (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and
- (h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

2 SERVICES

Provision of services

2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labor, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement.

Standard of care

2.4 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.

Standards in relation to persons performing services

2.5 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.

Instructions by CVRD

- 2.6 The CVRD may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

- 2.7 If the CVRD provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the CVRD in writing. Upon receiving such request, the CVRD must comply as soon as it is reasonably feasible to do so.

Effectiveness of non-written instructions

- 2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws

- 2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws.

3 PAYMENT

Fees and expenses

- 3.1 If the Contractor complies with this Agreement, then the CVRD must pay to the Contractor at the times and on the conditions set out in Schedule B:
- (a) the fees described in that Schedule;
 - (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the CVRD's opinion, are necessarily incurred by the Contractor in providing the Services; and
 - (c) any applicable taxes payable by the CVRD under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The CVRD is not obliged to pay the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the CVRD a written statement of account in a form satisfactory to the CVRD upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

- 3.3 Without limiting section 9.1, the CVRD may withhold any payment due to the Contractor an amount sufficient to insure, in whole or in part, the CVRD and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section

must be promptly paid by the CVRD to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the CVRD.

Currency

- 3.4 Unless otherwise specified in this Agreement, all references to money are to be in Canadian dollars.

Non-resident income tax

- 3.5 If the Contractor is not a resident in Canada, the Contractor acknowledges that the CVRD 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.

Prohibition against committing money

- 3.6 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the CVRD to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

- 3.7 **The Contractor must:**

- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the CVRD has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
- (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the CVRD.

4 REPRESENTATIONS AND WARRANTIES

- 4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the CVRD as follows:
- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the CVRD,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the CVRD in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
 - (ii) the Contractor has sufficiently trained staff, facilities, materials, appropriate equipment and approved sub-contract or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, and
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and

- (b) if the Contractor is not an individual,
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

- 5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

Security

- 5.2 The Contractor must:
- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
 - (b) comply with the Security Schedule attached as Schedule G.

Confidentiality

- 5.3 The Contractor must treat all information and Material as confidential and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement and not permit its disclosure or use without the CVRD's prior written consent except:
- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
 - (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
 - (c) if it is information in any Incorporated Material.

Public announcements

- 5.4 Any public announcement relating to this Agreement will be arranged by the CVRD and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

- 5.5 The Contractor must not, without the prior written approval of the CVRD, refer for promotional purposes to the CVRD being a customer of the Contractor or the CVRD having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the CVRD and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the CVRD.

Ownership and delivery of material

- 6.2 The CVRD exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the CVRD immediately upon the CVRD's request.

Matters respecting intellectual property

- 6.3 The CVRD exclusively owns all intellectual property rights, including copyright, in:
- (a) Received Material that the Contractor receives from the CVRD; and
 - (b) Produced Material, other than any Incorporated Material.
- Upon the CVRD's request, the Contractor must deliver satisfactory documents to the CVRD that irrevocably waive in the CVRD's favour any moral rights, which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material, and that confirm the vesting in the CVRD of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the CVRD:
- (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 CVRD under section 6.4(a).

7 RECORDS AND REPORTS

Work reporting

- 7.1 Upon the CVRD's request, the Contractor must fully inform the CVRD of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate, or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the CVRD. Unless otherwise

specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

- 8.1 In addition to any other rights of inspection the CVRD may have under statute or otherwise, the CVRD may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the CVRD's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the CVRD of the CVRD's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify that the CVRD and the CVRD's employees and agents are insured from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the CVRD or any of the CVRD's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:
- (a) any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
 - (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

Insurance

- 9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

Workers compensation

- 9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors 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.

Personal optional protection

- 9.4 The Contractor must 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.

Evidence of coverage

- 9.5 Within ten (10) Business Days of being requested to do so by the CVRD, the Contractor must provide the CVRD with evidence of the Contractor's compliance with sections 9.3 and 9.4.

10 FORCE MAJEURE

Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:

- (a) "Event of Force Majeure" means one of the following events:
 - (i) a natural disaster, fire, flood, storm, epidemic or power failure,
 - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
 - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
 - (iv) a freight embargoif the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of event of force majeure

- 10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of affected party

- 10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:

- (a) "Event of Default" means any of the following:
 - (i) an Insolvency Event,
 - (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:

- (i) an order is made, a resolution is passed, or a petition is filed for the Contractor's liquidation or winding up,
- (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
- (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
- (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
- (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
- (vi) the Contractor ceases, in the CVRD's reasonable opinion, to carry on business as a going concern.

CVRD's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the CVRD may, at its option, elect to do any one or more of the following:
- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
 - (b) pursue any remedy or take any other action available to it at law or in equity; or
 - (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

- 11.3 No failure or delay on the part of the CVRD to exercise its rights in relation to an Event of Default will constitute a waiver by the CVRD of such rights.

CVRD's right to terminate other than for default

- 11.4 In addition to the CVRD's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the CVRD may terminate this Agreement for any reason by giving at least ten (10) days' written notice of termination to the Contractor.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the CVRD terminates this Agreement under section 11.4:
- (a) the CVRD must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the CVRD's satisfaction before termination of this Agreement; and
 - (b) the Contractor must, within 30 days of such termination, repay to the CVRD any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the CVRD has notified the Contractor in writing was not completed to the CVRD's satisfaction before termination of this Agreement.

Discharge of liability

- 11.6 The payment by the CVRD of the amount described in section 11.5(a) discharges the CVRD from all liability to make payments to the Contractor under this Agreement.

Notice in relation to events of default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the CVRD of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the Mediate BC Society; and
 - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act*.

Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:

- (a) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
- (b) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address

- 13.2 Either party may from time to time give notice to the other party of a substitute address, which from the date such notice is given will supersede for purposes of section 13.1 any previous address specified for the party giving the notice.

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the CVRD's prior written consent. Upon providing written notice to the Contractor, the CVRD may assign to any person any of the CVRD's rights under this Agreement.

Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the CVRD's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

- 13.5 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.

Modifications

- 13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Schedules

- 13.8 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent contractor

- 13.9 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:

- (a) an employee or partner of the CVRD; or
- (b) an agent of the CVRD except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of CVRD

- 13.10 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Sub-contractor in relation to providing the Services being considered employees of the CVRD.

Key personnel

- 13.11 If one or more individuals are specified as "Key Personnel" of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor's behalf, unless the CVRD otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

- 13.12 The CVRD must make available to the Contractor all information in the CVRD's possession which the CVRD considers pertinent to the performance of the Services.

Conflict of interest

- 13.13 The Contractor must not provide any services to any person in circumstances which, in the CVRD'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 CVRD under this Agreement.

Time

- 13.14 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

- 13.15 Conflicts among provisions of this Agreement will be resolved as follows:

- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to, or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
- (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

13.16 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the CVRD or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the CVRD or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

13.17 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.

Further assurances

13.18 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.

Additional terms

13.19 Any additional terms set out in the attached Schedule F apply to this Agreement.

Governing law

13.20 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

14 INTERPRETATION

14.1 In this Agreement:

- (a) “includes” and “including” are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the CVRD are referred to as “the parties” and each of them as a “party”;
- (d) “attached” means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;

- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) "person" includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

<p>SIGNED on the ____ day of _____, 20__ by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p>_____ Signature(s)</p> <p>_____ Print Name(s)</p> <p>_____ Print Title(s)</p>	<p>SIGNED on the ____ day of _____, 20__ on behalf of the CVRD by its duly authorized representative:</p> <p>_____ Signature</p> <p>_____ Print Name</p> <p>_____ Print Title</p>
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Schedule A – Services

[Instructions are in red and italicized. All bracketed instructions must be deleted prior to use of Schedules. Leave in the black font. Examples of contract language are “quoted,” remove quotation marks prior to use.]

[A form of Schedule A must always be attached to the General Service Agreement.]

PART 1. TERM:

1. Subject to section 2 of this Part 1, *[delete if no extension option to be provided for in 2]* The term of this Agreement commences on _____ and ends on _____.
2. *[Specify any option to extend the term here or delete.]*

PART 2. SERVICES:

[Include a detailed description of all aspects of the services, using the following sub-headings, as applicable. Use as much space as required.]

Deliverables

[Deliverables or the services purchased. Includes a delivery schedule, formats, quantity and specific or technical requirements. Use mandatory language: “The Contractor must...”]

Inputs

[Resource commitments that produce the deliverables. Includes staff qualifications and time, materials, equipment, facilities, volunteer time. Extract inputs from the proposal, a statement of work or as negotiated. Use mandatory language: “The Contractor must...”]

Outcomes

- 1.1.1.1.1.1.1 *[Expected results from the contracted services. Do not list inputs, outputs or other mandatory contract requirements or deliverables in this section as the Contractor is not warranting that “outcomes” will be achieved]*

Through the delivery of the Services the CVRD wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

[Insert a list of outcomes here or insert “See attached Outcomes” here and attach list of outcomes in separate document labeled “Outcomes” attached at the end of this Schedule.]

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved.

Reporting requirements

[Report formats, instructions, and frequency. Reports must include delivery dates and quantities of the outputs.]

PART 3. RELATED DOCUMENTATION:

[Add to the Agreement various scope of work documentation that is intended by the parties to be contractual. If no additional documentation is to be included state “Not applicable” under section 1. and move on to Part 4.]

1. The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including any engagement letter, Solicitation document excerpt, proposal excerpt or other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.

[If physically attaching documentation use the following section 2.]

2. The following are Appendices to this Schedule A:

Appendix 1 – Engagement Letter

ATTACHED: NOT APPLICABLE

Appendix 2 – Solicitation document excerpt

ATTACHED: NOT APPLICABLE

Appendix 3 – Proposal excerpt

ATTACHED: NOT APPLICABLE

Appendix 4 – *[specify]*

ATTACHED: NOT APPLICABLE

[If incorporating documents by reference use the following section 2.]

2. The following documentation is incorporated by reference into this Schedule A:

[insert detailed description of relevant documentation and specify those pages or sections to be incorporated]

PART 4. KEY PERSONNEL:

[If no Key Personnel, state “not applicable” but if Key Personnel provision is desired as referenced in section 13.12, include the following section 1.]

1. The Key Personnel of the Contractor are as follows:

(a)

(b)

(c)

Schedule B – Fees and Expenses

[A customized form of Schedule B is always attached to the General Services Agreement.]

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$_____ is the maximum amount which the CVRD is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES: *[Choose one or a combination of the following and delete the rest.]*

Daily Rate

Fees: at a rate of \$_____ per day (based on a day of _____ hours) for those days during the Term when the Contractor provides the Services. If the Contractor provides the Services for less than the required hours on any day, then fees for that day will be reduced proportionally.

Hourly Rate

Fees: at a rate of \$_____ per hour for those hours during the Term when the Contractor provides the Services.

Rate per Unit/Deliverable

Fees: at a rate of \$_____ for each [unit/deliverable] provided by the Contractor as Services during the Term up to _____ [units/deliverables].

Flat Rate

Fees: \$_____ for performing the Services during the Term.

3. EXPENSES:

Expenses: *[If the Contractor is not to be paid for any expenses, delete paragraphs (a) to (c) below and insert "None."]*

- a. travel, accommodation, and meal expenses for travel greater than _____ *[insert "40 kilometers" or any other agreed distance]* away from _____ *[insert place in which Contractor is located or other agreed location]* on the same basis as the CVRD pays its _____ *[insert "Group I" or "Group II" or ? to complete this paragraph]* employees when they are on travel status; and
- b. the Contractor's actual long distance telephone, postage, and other identifiable communication expenses; and
- c. *[Describe here if any other type of expense to be permitted.]*

Excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in (a) to (c) above *[change to "(a) and (b) above" if (c)]*

is to be deleted above] to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

4. STATEMENTS OF ACCOUNT:

[If daily, hourly or unit rate use the following section 4.]

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for *[insert description of billing period here- see examples below]* (each a "Billing Period"), the Contractor must deliver to the CVRD on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the CVRD containing:

[Examples of billing period descriptions: "a period from and including the 1st day of a month to and including the last day of that month" OR "a period from and including the 15th day of a month to and including the 14th day of the next month."]

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of
[Choose one of the following:
For Daily Rate situations
- "all hours worked on each day during the Billing Period";
For Hourly Rate situations
- "all hours worked during the Billing Period";
For Rate per Unit/Deliverable situations
- "all (units/deliverables) provided during the Billing Period"] for which the Contractor claims fees and a description of the applicable fee rates;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of any applicable taxes payable by the CVRD in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the CVRD.

[If flat rate, use the following section 4.]

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the CVRD at the end of the Term or, if the Contractor completes the Services before that time, on the completion of the Services, a written statement of account in a form satisfactory to the CVRD containing:

- (a) the Contractor's legal name and address;

- (b) the date of the statement;
- (c) the Contractor's calculation of all fees claimed under this Agreement, including a declaration that the Services for which the Contractor claims fees have been completed;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of all applicable taxes payable by the CVRD in relation to the Services;
- (f) a description of this Agreement to which the statement relates;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the CVRD.

5. PAYMENTS DUE:

Payments Due: Within 30 days of the CVRD's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the CVRD must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the CVRD as required to obtain the discount.

Schedule C – Approved Sub-contractor(s)

[Approving sub-contractors using Schedule C is optional.

If the CVRD is willing to approve certain named sub-contractors at the time of entering into the Agreement, the approved subcontractors can be listed here.

If not, then insert “Not applicable.” under the “Schedule C – Approved Sub-contractor(s)” heading above.

All bracketed instructions must be deleted.]

Schedule D – Insurance

[Schedule D must be used without modification (except for inserting or deleting the information contemplated by the instructions below) unless Risk Management Branch has been consulted concerning the modification. All bracketed instructions must be deleted.]

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term, the following insurances with insurers licensed in Canada in forms and amounts acceptable to the CVRD:
 - (a) Commercial General Liability in an amount not less than \$5,000,000.00 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 CVRD as an additional insured,
 - (ii) be endorsed to provide the CVRD with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause.
2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the CVRD.
3. The Contractor must provide the CVRD with evidence of all required insurance as follows:
 - (a) within ten (10) business days of commencement of the Services, the Contractor must provide to the CVRD evidence of all required insurance in the form of a completed CVRD of British Columbia Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the CVRD within ten (10) business days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed CVRD of British Columbia Certificate of Insurance; and
 - (c) despite paragraph (a) or (b) above, if requested by the CVRD at any time, the Contractor must provide to the CVRD certified copies of the required insurance policies.
4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

Schedule E – Privacy Protection Schedule

[This Schedule E must be used without modification subject to the following:

- Schedule E is not required to be used at all if the Agreement does not involve "personal information" (as defined in the Freedom of Information and Protection of Privacy Act) or, if it does involve personal information, the CVRD will not own or control that personal information. In those situations, all of Schedule E can be deleted and replaced with the words "Not applicable" under the "Schedule E – Privacy Protection Schedule" heading above.*

All bracketed instructions must be deleted.]

Definitions

- In this Schedule,
 - "access"** means disclosure by the provision of access;
 - "act"** means the *Freedom of Information and Protection of Privacy Act*;
 - "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, or business email of the individual; and
 - "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 CVRD 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

- The purpose of this Schedule is to:
 - enable the CVRD to comply with the CVRD's statutory obligations under the Act with respect to personal information; and
 - ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

Collection of personal information

- Unless the Agreement otherwise specifies or the CVRD 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.
- Unless the Agreement otherwise specifies or the CVRD 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 CVRD 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 CVRD to answer questions about the Contractor's collection of personal information.

Privacy Training

6. The Contractor must ensure that each person who will provide services under the Agreement that involve the collection or creation of personal information will complete, at the Contractor's expense, the privacy course prior to that person providing those services.
7. The requirement in section 6 will only apply to persons who have not previously completed the privacy course.

Accuracy of personal information

8. 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 CVRD to make a decision that directly affects the individual the information is about.

Requests for access to personal information

9. If the Contractor receives a request for access to personal information from a person other than the CVRD, the Contractor must promptly advise the person to make the request to the CVRD unless the Agreement expressly requires the Contractor to provide such access and, if the CVRD has advised the Contractor of the name or title and contact information of an official of the CVRD 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

10. Within five (5) business days of receiving a written direction from the CVRD to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
11. When issuing a written direction under section 10, the CVRD must advise the Contractor of the date the correction request to which the direction relates was received by the CVRD in order that the Contractor may comply with section 12.
12. Within five (5) business days of correcting or annotating any personal information under section 10, 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 CVRD, the Contractor disclosed the information being corrected or annotated.

13. If the Contractor receives a request for correction of personal information from a person other than the CVRD, the Contractor must promptly advise the person to make the request to the CVRD and, if the CVRD has advised the Contractor of the name or title and contact information of an official of the CVRD 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

14. 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

15. Unless the CVRD 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

16. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the CVRD in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

17. Unless the CVRD 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

18. Unless the CVRD otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the CVRD if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
19. Unless the Agreement otherwise specifies or the CVRD otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of unauthorized disclosure

20. 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 the custody or under the control of the Contractor, the Contractor must immediately notify the CVRD. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

Notice of non-compliance

21. 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 CVRD 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

22. In addition to any other rights of termination which the CVRD may have under the Agreement or otherwise at law, the CVRD 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

23. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
24. 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.
25. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
26. If a provision of the Agreement (including any direction given by the CVRD 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.
27. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 32, the law of any jurisdiction outside Canada.
28. 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.

Schedule F – Additional Terms

[Adding additional terms using Schedule F is optional.

If additional terms are to be included in the Agreement, they must first be drafted or reviewed by Ministry legal counsel and then can be listed here.

If not, then insert “Not applicable.” under the “Schedule F – Additional Terms” heading above.

All bracketed instructions must be deleted.]

APPENDIX B – SUBMISSION FORM

1. Proponent Information

Please fill out the following form, naming one person to be the proponent's contact for the RFP process and for any clarifications or communications that might be necessary.

Proponent Information	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Fax:	
Proponent Contact Email:	

2. Acknowledgment of Non-binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract) and that no legal relationship or obligation regarding the procurement of any good or service shall be created between the CVRD and the proponent unless and until the CVRD and the proponent execute a written agreement for the Deliverables.

3. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates submitted.

4. Non-binding Pricing

The proponent has submitted its pricing in accordance with the instructions in the RFP. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or

altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

5. Addenda

The proponent is deemed to have read and taken into account all addenda issued by the CVRD prior to the Deadline for Issuing Addenda. The proponent is requested to confirm that it has received all addenda by listing the addenda numbers, or if no addenda were issued by writing the word "None", on the following line: _____. If this section is not completed, the proponent will be deemed to have received all posted addenda.

6. No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

7. Conflict of Interest

For the purposes of this RFP, the term Conflict of Interest includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the CVRD in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

For the purposes of section (a)(i) above, proponents should disclose the names and all pertinent details of all individuals (employees, advisers or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; **AND** (b) were employees of the CVRD within the twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- ☐ The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

8. Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the CVRD to the advisers retained by the CVRD to advise or assist with the RFP process, including with respect to the evaluation this proposal.

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent.

APPENDIX C – REFERENCE FORM

The proponent must provide details of three (3) projects similar to this project.

Reference No. 1

Reference Contact Information
Name: Organization: Title: Email: Phone Number:
Project name: Value of the Project: Contract Period:
Description of the Project:
Positive Aspects of the Project:
Challenges Faced on the Project:
Scheduling Challenges:
Innovation and Value Added Services:

Reference No. 2

Reference Contact Information	
Name:	
Organization:	
Title:	
Email:	
Phone Number:	
Project name:	
Value of the Project:	
Contract Period:	
Description of the Project:	
Positive Aspects of the Project:	
Challenges Faced on the Project:	
Scheduling Challenges:	
Innovation and Value Added Services:	

Reference No. 3

Reference Contact Information
Name: Organization: Title: Email: Phone Number:
Project name: Value of the Project: Contract Period:
Description of the Project:
Positive Aspects of the Project:
Challenges Faced on the Project:
Scheduling Challenges:
Innovation and Value Added Services: