



**Request for Supplier Qualifications
For
Invasive Species Removal**

Request for Supplier Qualifications No.: **R19-23**

Issued: **March 14, 2019**

Submission Deadline: **April 4, 2019 at 2:00 PM local time**

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Respondents

This Request for Supplier Qualifications (“RFSQ”) is an invitation by the Cowichan Valley Regional District (the “CVRD”) to prospective respondents to qualify in accordance with Evaluation of Responses (Part 2) for eligibility to provide **Invasive Species Removal** as further described in Section A of the RFSQ Particulars (Appendix C) (the “Deliverables”).

1.2 RFSQ Contact

For the purposes of this procurement process, the “RFSQ Contact” will be:

Erin Annis

Email: purchasing@cvrld.bc.ca

Respondents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the CVRD, other than the RFSQ Contact, concerning matters regarding this RFSQ. Failure to adhere to this rule may result in the disqualification of the respondent and the rejection of the respondent’s response.

1.3 Master Framework Agreement

Selected respondents will be invited to enter into an agreement in the form set out in Appendix D (the “Master Framework Agreement”), which will govern the potential subsequent provision of the Deliverables pursuant to invitational second-stage competitive processes. The term of the Master Framework Agreement is to be for a period of three (3) years with an option in favour of the CVRD to extend the Master Framework Agreement on the same terms and conditions for an additional term of up to two (2) years.

1.4 RFSQ Timetable

Issue Date of RFSQ	March 14, 2019
Site Visit / Pre-Bid Meeting	March 22, 2019 at 9:30 AM local time
Deadline for Questions	March 26, 2019, at 4:00 PM local time
Deadline for Issuing Addenda	March 29, 2019, at 4:00 PM local time
Submission Deadline	April 4, 2019, at 2:00 PM local time
Rectification Period	Three business days
Anticipated Execution of Master Framework Agreement	April 12, 2019

The RFSQ timetable is tentative only and may be changed by the CVRD at any time. For greater clarity, business days means all days that the CVRD is open for business.

Site Visit / Pre-Bid Meeting

An optional pre-bid meeting will be held at 9:30 a.m. on Friday, March 22, 2019 at Old Mill Park, located on Recreation Road in Shawnigan Lake. Interested Respondents should meet in the main parking lot area of this park.

1.5 Submission of Responses

1.5.1 Responses to be Submitted to Prescribed Location

Responses must be submitted at:

purchasing@cvrld.bc.ca

1.5.2 Responses to be Submitted on Time

Responses must be submitted to the email address set out above on or before the Submission Deadline. Responses submitted after the Submission Deadline will be rejected. The CVRD does not accept any responsibility for responses delivered to any other email address or by any other means by the respondent. Respondents are advised to submit their responses well before the deadline. Respondents submitting responses near the deadline do so at their own risk. Responses will be deemed to be received when they enter into the CVRD system and the CVRD accepts no responsibility for responses sent prior to the deadline that fail for any reason to enter into the CVRD system by the deadline.

The determination of whether the response is delivered by the Submission Deadline shall be based on the electronic time and date stamp generated by the CVRD's server, whether or not accurate.

1.5.3 Responses to be Submitted in Prescribed Format

Respondents must submit one electronic copy of their response to the email address noted in 1.5.1. The email should indicate the RFQ title and number (see RFQ cover page) in the subject line and the full legal name of the respondent in the body of the email.

Respondents should note that the maximum acceptable email size is 8MB. If greater than 8MB, respondents should email responses in multiple emails. If sending in multiple emails, each email should indicate the total number of emails that are being sent. All emails must be received prior to the Submission Deadline.

1.5.4 Amendment of Responses

Respondents may amend their responses prior to the Submission Deadline by submitting the amendment in the same prescribed format as detailed in 1.5.3. Any amendment should clearly indicate which part of the Response the amendment is intended to amend or replace.

1.5.5 Withdrawal of Responses

At any time throughout the RFQ process until the execution of a written agreement for provision of the Deliverables, a respondent may withdraw a submitted response. To withdraw a response, a notice of withdrawal must be emailed to the RFQ Contact in the same prescribed format as detailed in 1.5.3 and must be signed by an authorized representative of the respondent. The CVRD is under no obligation to return withdrawn responses.

[End of Part 1]

PART 2 – EVALUATION AND SELECTION

2.1 Stages of Evaluation

The CVRD will conduct the evaluation of responses in the following three stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which responses comply with all of the mandatory submission requirements. If a response fails to satisfy all of the mandatory submission requirements, the CVRD will issue the respondent a rectification notice identifying the deficiencies and providing the respondent an opportunity to rectify the deficiencies. If the respondent fails to satisfy the mandatory submission requirements within the Rectification Period, its response will be rejected. The Rectification Period will begin to run from the date and time that the CVRD issues a rectification notice to the respondent. The mandatory submission requirements are set out in Section C of the RFSQ Particulars (Appendix C).

2.3 Stage II – Evaluation

Stage II will consist of the following two sub-stages:

2.3.1 Mandatory Technical Requirements

The CVRD will review the responses to determine whether the mandatory technical requirements set out in Section D of the RFSQ Particulars (Appendix C) have been met. Questions or queries on the part of the CVRD as to whether a response has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.

2.3.2 Rated Criteria

The CVRD will evaluate each qualified response on the basis of the rated criteria as set out in Section F of the RFSQ Particulars (Appendix C).

2.4 Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing in accordance with the price evaluation method set out in Pricing (Appendix B). The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

2.5 Ranking and Selection

Based on the evaluation of the responses in Stage II all respondents meeting the Minimum Thresholds set out in the Rated Criteria table in Section F of the RFSQ Particulars (Appendix C) will be selected to enter into a Master Framework Agreement for inclusion on a prequalified supplier list.

2.6 Notification of Top-Ranked Respondents

The top-ranked respondents selected by the CVRD to enter into the Master Framework Agreement in accordance with the process set out in the Evaluation of Responses (Part 2) will be so notified by the CVRD in writing. Each selected respondent will be expected to satisfy the pre-conditions of award listed in Section E of the RFSQ Particulars (Appendix B) and to enter into the Master Framework Agreement within the timeframe specified in the selection notice. Failure to do so may result in the disqualification of the respondent and the selection of another respondent.

2.7 Master Framework Agreement

Respondents who enter into a Master Framework Agreement will then be eligible to provide the services mentioned in Appendix C.

The CVRD has budgeted approximately \$50,000 a year for these services and will distribute the work among prequalified suppliers in accordance with its procurement policy details of which can be found: https://www.cvrld.bc.ca/DocumentCenter/View/83550/Procurement_Policy?bidId=

The CVRD may issue publicly posted bid opportunities for work over \$75,000 to maintain compliance with all the applicable trade treaties.

PART 3 – TERMS AND CONDITIONS OF THE RFSQ PROCESS

3.1 General Information and Instructions

3.1.1 Respondents to Follow Instructions

Respondents should structure their responses in accordance with the instructions in this RFSQ. Where information is requested in this RFSQ, any response made in a response should reference the applicable section numbers of this RFSQ.

3.1.2 Responses in English

All responses are to be in English only.

3.1.3 No Incorporation by Reference

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

3.1.4 Past Performance

In the evaluation process, the CVRD may consider the respondent's past performance or conduct on previous contracts with the CVRD or other institutions.

3.1.5 Information in RFSQ Only an Estimate

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

3.1.6 Respondents to Bear Their Own Costs

The respondent will bear all costs associated with or incurred in the preparation and presentation of its response, including, if applicable, costs incurred for interviews or demonstrations.

3.1.7 Response to be Retained by the CVRD

The CVRD will not return the response or any accompanying documentation submitted by a respondent.

3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

This RFSQ process will not result in any commitment by the CVRD to purchase any goods or services from any respondent, and the CVRD is under no obligation to proceed with any second-stage competitive process for the procurement of the Deliverables. The CVRD makes no guarantee of the value or volume of the Deliverables that may be required over the term of the Master Framework Agreement. Neither the Master Framework Agreement, nor any agreement

entered into pursuant to an invitational second-stage competitive process, will be an exclusive contract for the provision of the 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.

3.2 Communication after Issuance of RFSQ

3.2.1 Respondents to Review RFSQ

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

3.2.2 All New Information to Respondents by Way of Addenda

This RFSQ 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 RFSQ, such information will be communicated to all respondents by addendum. Each addendum forms an integral part of this RFSQ and may contain important information, including significant changes to this RFSQ. Respondents are responsible for obtaining all addenda issued by the CVRD. In the Submission Form (Appendix A), respondents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

3.2.3 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.

3.2.4 Verify, Clarify and Supplement

When evaluating responses, the CVRD may request further information from the respondent or third parties in order to verify, clarify or supplement the information provided in the respondent's response including but not limited to clarification with respect to whether a response meets the mandatory technical requirements set out in Section D of the RFSQ Particulars (Appendix C). The CVRD may revisit, re-evaluate and rescore the respondent's response or ranking on the basis of any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Respondents

Once the selected respondents have been notified, the other respondents may be notified directly in writing and will be notified by public posting in the same manner that this RFSQ was originally posted of the outcome of the RFSQ process.

3.3.2 Debriefing

Respondents may request a debriefing after receipt of a notification of the outcome of the RFSQ process. All requests must be in writing to the RFSQ Contact and must be made within sixty (60) days of such notification.

3.3.3 Procurement Protest Procedure

If a respondent wishes to challenge the RFSQ process, it should provide written notice to the RFSQ Contact in accordance with the CVRD's procurement protest procedures and any applicable trade agreement or other applicable bid protest procedures. The notice must provide a detailed explanation of the respondent's concerns with the procurement process or its outcome.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

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

- (a) in relation to the RFSQ process, the respondent 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 response that is not available to other respondents; (ii) communicating with any person with a view to influencing preferred treatment in the RFSQ process (including but not limited to the lobbying of decision makers involved in the RFSQ process); or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFSQ 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 respondent'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.

3.4.2 Disqualification for Conflict of Interest

The CVRD may disqualify a respondent for any conduct, situation or circumstances determined by the CVRD, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

3.4.3 Disqualification for Prohibited Conduct

The CVRD may disqualify a respondent or terminate any contract subsequently entered into if the CVRD determines that the respondent has engaged in any conduct prohibited by this RFSQ.

3.4.4 Prohibited Respondent Communications

Respondents must 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 A).

3.4.5 Respondent Not to Communicate with Media

Respondents must not at any time directly or indirectly communicate with the media in relation to this RFSQ or selection of respondents pursuant to this RFSQ without first obtaining the written permission of the RFSQ Contact.

3.4.6 No Lobbying

Respondents must not, in relation to this RFSQ or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of successful respondent(s).

3.4.7 Illegal or Unethical Conduct

Respondents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Respondents must 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 responses containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process.

3.4.8 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 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 a Conflict of Interest.

3.5 Confidential Information

3.5.1 Confidential Information of the CVRD

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

- (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 RFSQ and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the RFSQ Contact; and
- (d) must be returned by the respondents to the CVRD immediately upon the request of the CVRD.

3.5.2 Confidential Information of Respondent

A respondent should identify any information in its response 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. Respondents are advised that their responses will, as necessary, be disclosed on a confidential basis, to the CVRD's advisers retained to advise or assist with the RFSQ process, including the evaluation of responses. If a respondent has any questions about the collection and use of personal information pursuant to this RFSQ, questions are to be submitted to the RFSQ Contact.

3.6 Procurement Process Non-Binding

3.6.1 No Contract A and No Claims

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

- (a) this RFSQ will 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 respondent nor the CVRD will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the selection of respondents, a decision to reject a response or disqualify a respondent, or a decision of the respondent to withdraw its response.

3.6.2 No Legal Relationship or Obligation

No legal relationship or obligation regarding the procurement of any good or service will be created between the respondent and the CVRD by this RFSQ process.

3.6.3 Cancellation

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

3.7 Governing Law and Interpretation

The Terms and Conditions of RFSQ Process (Part 3)

- (a) are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);

- (b) are non-exhaustive and will 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) are 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 3]

APPENDIX A – SUBMISSION FORM

1. Respondent Information

Please fill out the following form, naming one person to be the contact for this RFSQ response and for any clarifications or communication that might be necessary.	
Full Legal Name of Respondent:	
Any Other Relevant Name under which Respondent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Respondent Contact Name and Title:	
Respondent Contact Phone:	
Respondent Contact Fax:	
Respondent Contact Email:	

2. Acknowledgment of Non-Binding Procurement Process

The respondent acknowledges that this RFSQ process will be governed by the terms and conditions of the RFSQ 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 will be created between the CVRD and the respondent unless and until the CVRD and the respondent execute a written agreement for the Deliverables pursuant to a subsequent invitational second-stage procurement process.

3. Ability to Provide Deliverables

The respondent has carefully examined the RFSQ documents and has a clear and comprehensive knowledge of the Deliverables required. The respondent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFSQ for the rates set out in its response.

4. Addenda

The respondent is deemed to have read and taken into account all addenda issued by the CVRD prior to the Deadline for Issuing Addenda. The respondent 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: _____. Respondents who fail to complete this section will be deemed to have received all posted addenda.

5. No Prohibited Conduct

The respondent declares that it has not engaged in any conduct prohibited by this RFSQ.

6. Conflict of Interest

Respondents must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFSQ. This includes disclosing 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 response; **AND** (b) were employees of the CVRD within twelve (12) months prior to the Submission Deadline.

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

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

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

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

7. Disclosure of Information

The respondent hereby agrees that any information provided in this response, 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 respondent hereby consents to the disclosure, on a confidential basis, of this response by the CVRD to the advisers retained by the CVRD to advise or assist with the RFSQ process, including with respect to the evaluation of this response.

Signature of Respondent Representative

Name of Respondent Representative

Title of Respondent Representative

Date

I have the authority to bind the respondent.

APPENDIX B – PRICING

1. Instructions on How to Provide Pricing

- (a) Respondents should provide the information requested under section 3 below (“Required Pricing Information”) by reproducing and completing the table below in their responses, or, if there is no table below, by completing the attached form and including it in their responses.
- (b) Rates shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for GST and PST, which should be itemized separately.
- (c) Rates quoted by the respondent shall be all-inclusive and shall include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

2. Evaluation of Pricing

Pricing is worth 40 points of the total score.

Pricing will be scored based on a relative pricing formula using the rates set out in the pricing form. Each respondent will receive a percentage of the total possible points allocated to price for the particular category it has submitted a response for, which will be calculated in accordance with the following formula:

$$\text{lowest price} \div \text{proponent's price} \times \text{weighting} = \text{proponent's pricing points}$$

3. Required Pricing Information

Respondents should complete the following pricing table:

Item	Cost per Unit
Labourers (2) with truck and tools - cost per hour	\$
Additional Labourer with tools – cost per hour	\$
Chainsaw Labourer – cost per hours	\$
Certified Pesticide Applicator – cost per hour	\$
Dumping Trailer – cost per hour	\$
Mini Excavator – cost per hour	\$

APPENDIX C – RFSQ PARTICULARS

A. THE DELIVERABLES

To remove and treat invasive species in Cowichan Valley Regional District (CVRD) electoral area parks as outlined by the CVRD, and to dispose of these materials off site at the cost and direction of the CVRD.

Seasonally this work needs to be done April through June. In 2019, work is to begin April 15th and needs to be completed by June 28th. Work may only be completed Monday to Friday between the hours of 7:30 a.m. to 4:30 p.m. excluding Statutory Holidays. Work needs to be completed as outlined under the direction of CVRD Parks Division staff.

B. MATERIAL DISCLOSURES

The material disclosures that apply to this RFSQ, if any, are set out below.

Sites include parks in areas greater than 20 minutes from medical facilities, parks out of cellular range, areas with dense brush and with stinging insect habitats, work along roadways and multiuse trails.

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix A)

Each response must include a Submission Form (Appendix A) completed and signed by an authorized representative of the respondent.

2. Pricing (Appendix B)

Each response must include pricing information that complies with the instructions contained in Pricing (Appendix B).

3. Other Mandatory Submission Requirements

N/A

D. MANDATORY TECHNICAL REQUIREMENTS

N/A

E. PRE-CONDITIONS OF AWARD

Successful respondent(s) will be required to show proof confirming that they have:

- Valid British Columbia Noxious Weed and Industrial Vegetation Pesticide Certification; and
- Valid British Columbia Pesticide Service License.

Work Safe BC

The successful Respondent will be required to show proof of WorkSafeBC's coverage confirming that the Respondent is active, in good standing, and has met WorkSafeBC's criteria for advance clearance.

Insurance

The successful Respondent shall at all times during the currency of this Project and any extension or renewal thereof, at its own expense, obtain and provide the CVRD with evidence of:

Commercial General Liability Insurance, against all claims for personal injury, including bodily injury resulting in death, and property damage with an inclusive limit of not less than Two Million (\$2,000,000) per occurrence; and

Automobile Insurance in the amount of not less than two million dollars (\$2,000,000) per occurrence per owned, non-owned or hired vehicles.

Such policies shall name the CVRD as an additional insured with respect to the liability arising out of the operations of the named insured.

F. RATED CRITERIA

The following sets out the categories, weightings and descriptions of the rated criteria of the RFSQ.

Respondents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

Rated Criteria Category	Points	Weighting	Total Points	Minimum Threshold
i. Experience and Qualifications	/10	2.5	25	20
ii. Service Delivery & Work Plan	/10	2.5	25	20
iii. References	/10	1	10	8
Pricing (See Appendix B for details)	/ 40	4	40	N/A
Total Points			100	N/A

Points will be assigned for each criteria based on the information provided in the RFSQ. Scoring shall be awarded on a scale of 0 to 10, where the range is defined as follows:

0	Lack of response or complete misunderstanding of the requirements, no probability of success.
2	Does not meet expectations or demonstrate understanding of the requirements, major weakness or deficiencies, low probability of success.
4	Partially meets expectations; minor weakness or deficiencies, fair probability of success.

6	Meets expectations; Proponent has good understanding of requirement, no weakness or deficiencies, good probability of success.
8	Somewhat exceeds expectations; high probability of success
10	Fully exceeds expectations; Proponent clearly understands the requirement, excellent probability of success.

Suggested Response Content for Rated Criteria

i. Experience and Qualifications

Each respondent should provide the following in its response:

- (a) a brief description of the respondent;
- (b) a description of its knowledge, skills and experience relevant to the Deliverables; and
- (c) the roles and responsibilities of the respondent and any of its agents, employees and sub-contractors who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective expertise.
- (d) Include copies for British Columbia Noxious Weed and Industrial Vegetation certification and valid British Columbia Pesticide Service Licences that your firm and identified personnel for this project hold.

ii. Service Delivery & Methodology

Each respondent should provide the following in its response:

- (a) outline your proposed methodology for treatment, removal and disposal of invasive species;
- (b) outline your response plan and key organizational contacts for how you will work with the CVRD when contacted for invasive species removal;
- (c) specify equipment available, along with any back up equipment available;
- (d) identify any minimum call out requirements you may have for personnel or equipment; and
- (e) provide an overview of your health and safety plans and procedures.

iii. References

- (a) Provide three (3) references for relevant work completed in last three (3) years using the Reference Form in **Appendix E**.

APPENDIX D – MASTER FRAMEWORK AGREEMENT

See attached Master Agreement at the end of the competition document.

APPENDIX E – REFERENCE FORM

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

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 of the Project:

**MASTER AGREEMENT FOR ROSTER FRAMEWORK
(the “Master Agreement”)**

BETWEEN:

Cowichan Valley Regional District
(referred to as the “CVRD”)

AND:

[*INSERT FULL LEGAL NAME OF SUPPLIER*]
(referred to as the “Supplier”)

WHEREAS, the CVRD issued RFSQ No. **[*insert RFSQ #*]** (the “RFSQ”) to qualify potential suppliers for eligibility to provide **[*insert name of Deliverables*]** (the “Deliverables”);

AND WHEREAS, pursuant to the RFSQ, the Supplier was selected to be included on a roster of qualified suppliers (the “**Qualified Supplier Roster**”) for eligibility to participate in potential invitational second stage competitive processes (“**Roster Competitions**”) for the procurement of the Deliverables;

NOW THEREFORE, the parties agree as follows:

1. Term of Master Agreement

This Master Agreement shall take effect on the **[*insert date*]** and shall remain in effect until **[*insert date*]**, with an option in favour of the CVRD to extend the term for an additional period of up to **[*insert # of years*]** years, unless it is terminated earlier in accordance with the terms of this Master Agreement or otherwise by operation of law.

2. CVRD and Supplier Representatives

The CVRD Representative and contact information for the Master Agreement is:

[*insert name and title of the CVRD’s representative in charge of the contract and contact details, including mailing address and email address*]

The Supplier Representative and contact information for the Master Agreement is:

[*insert name and title of Supplier representative in charge of the contract and contact details, including mailing address and email address*]

The Supplier acknowledges and agrees that the Supplier Representative named above has authority to legally bind the Supplier.

3. Scope of Master Agreement

- 3.1 This Master Agreement governs the relationship between the CVRD and the Supplier in respect of the potential provision of the Deliverables by the Supplier to the CVRD.
- 3.2 The Supplier acknowledges that there is no obligation whatsoever on the CVRD to invite or select the Supplier to provide any Deliverables under this Master Agreement.
- 3.3 No undertaking or any form of statement, promise, representation or obligation shall be deemed to have been made by the CVRD in respect of the total quantities or values of the Deliverables to be requested by them pursuant to this Master Agreement and the Supplier acknowledges and agrees that it has not entered into this Master Agreement on the basis of any such undertaking, statement, promise or representation.
- 3.4 The Supplier acknowledges that in entering into this Master Agreement no form of exclusivity has been conferred on, or volume guarantee has been granted by the CVRD in relation to the provision of the Deliverables by the Supplier and that the CVRD is at all times entitled to enter into other contracts and agreements with other Suppliers for the provision of any or all services or goods which are the same as or similar to the Deliverables.

4. Management of The Qualified Supplier Roster

- 4.1 The Supplier acknowledges that, during the term of this Master Agreement, the CVRD may permit other suppliers to apply for qualification and inclusion on the Qualified Supplier Roster. The same qualification requirements, evaluation process and Master Agreement that are set out in the RFSQ will apply to the ongoing application process for the purpose of qualifying new suppliers for inclusion on the Qualified Supplier Roster.
- 4.2 The Supplier acknowledges that, during the term of this Master Agreement, the CVRD may suspend or remove suppliers from the Qualified Supplier Roster for reasons of poor performance, conflict of interest or unethical conduct in respect of the provision of Deliverables.
- 4.3 If suspended from the Qualified Supplier Roster, the Supplier will not be eligible to participate in Roster Competitions during the period of suspension. If removed from the Qualified Supplier Roster, the Supplier will no longer be eligible to participate in Roster Competitions and will not be eligible to re-qualify during the term of the Qualified Supplier Roster.

5. Provision of Deliverables

- 5.1 The Supplier is a potential provider of the Deliverables and the Supplier may be selected by the CVRD to provide the Deliverables to the CVRD during the term of this Master Agreement.
- 5.2 If and when the CVRD requires the Deliverables, the CVRD will invite all eligible suppliers on the Qualified Supplier Roster to participate in a Roster Competition.
- 5.3 If the Supplier is selected to provide the Deliverables to the CVRD, the Supplier will enter into a Service Schedule in the form of Schedule 2 to this Master Agreement.

- 5.4 The provision of the Deliverables will be governed by the terms and conditions contained in Schedule 1 of this Master Agreement – Standard Terms and Conditions - and the specific terms and conditions of the Roster Competition and any Service Schedule entered into between the CVRD and Supplier in respect of the Deliverables.

6. Execution

This Agreement may be executed and (i) delivered by facsimile transmission or (ii) scanned and delivered by electronic transmission, and when so executed and delivered, will be deemed an original.

IN WITNESS WHEREOF the parties hereto have executed this Master Agreement as of the date written below.

Cowichan Valley Regional District

Signature:

Name:

Title:

Date of Signature:

I have the authority to bind the CVRD.

[Insert Supplier's Full Legal Name**]**

Signature:

Name:

Title:

Date of Signature:

I have the authority to bind the Supplier.

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ARTICLE 1 – INTERPRETATION

1.01 Defined Terms

When used in the Contract, the following words or expressions have the following meanings:

“Authority” means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Contract; and **“Authorities”** means all such authorities, agencies, bodies and departments;

“Business Day” means any working day, Monday to Friday inclusive, but excluding statutory holidays and other days on which the CVRD has elected to be closed for business;

“Conflict of Interest” includes, but is not limited to, any situation or circumstance where (a) in relation to the procurement process, the Supplier had an unfair advantage or engaged in conduct, directly or indirectly, that may have given it an unfair advantage, including but not limited to (i) having access to information that is confidential to the CVRD and not available to other bidders or proponents; (ii) communicating with any person with a view to influencing preferred treatment in the procurement process; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive procurement process; or (b) in relation to the performance of the Contract, the Supplier’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 judgment; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations;

“Contract” means the aggregate of:

- (a) any Service Schedule entered into by the Supplier;
- (b) the Master Agreement, including these Standard Terms and Conditions;
- (c) the RFSQ, including any addenda; and
- (d) the Supplier’s Submission in response to the RFSQ.

Any ambiguity, conflict or inconsistency between or among the documents comprising the Contract will be resolved by giving precedence to the express terms of the documents in the order in which they appear above, so that a first mentioned document shall prevail notwithstanding any term or aspect of a later mentioned document;

“CVRD Confidential Information” means all information of the CVRD that is of a confidential nature, including all confidential information in the custody or control of the CVRD, regardless of whether it is identified as confidential or not, and whether recorded or not, and however fixed, stored, expressed or embodied, which comes into the knowledge, possession or control of the Supplier in connection with the Contract. For greater certainty, CVRD Confidential Information shall: (a) include: (i) all new information derived at any time from any such information whether created by the CVRD, the Supplier or any third-party; (ii) all information (including Personal Information) that the CVRD is obliged, or has the discretion, not to disclose under provincial or federal legislation or otherwise at law; but (b) not include information that: (i) is or becomes generally available to the public without fault or breach on the part of the Supplier of any duty of confidentiality owed by the Supplier to the CVRD or to any third-party; (ii) the Supplier can

demonstrate to have been rightfully obtained by the Supplier, without any obligation of confidence, from a third-party who had the right to transfer or disclose it to the Supplier free of any obligation of confidence; (iii) the Supplier can demonstrate to have been rightfully known to or in the possession of the Supplier at the time of disclosure, free of any obligation of confidence when disclosed; or (iv) is independently developed by the Supplier; but the exclusions in this subparagraph shall in no way limit the meaning of Personal Information or the obligations attaching thereto under the Contract or at law;

“CVRD Representative” is as set out in the Master Agreement;

“Deliverables” means everything developed for or provided to the CVRD in the course of performing under the Contract or agreed to be provided to the CVRD under the Contract by the Supplier or its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors, as further defined, but not limited by, Schedule 1, including but not limited to any goods or services or any and all Intellectual Property and any and all concepts, techniques, ideas, information, documentation and other materials, however recorded, developed or provided;

“Effective Date” is as set out in the Service Schedule;

“FOIPPA” means the *Freedom of Information and Protection of Privacy Act*;

“Indemnified Parties” means the CVRD and the CVRD’s officials, directors, officers, agents, employees and volunteers;

“Industry Standards” include, but are not limited to (a) the provision of any and all labour, supplies, equipment and other goods or services that are necessary and can reasonably be understood or inferred to be included within the scope of the Contract or customarily furnished by Persons providing Deliverables of the type provided hereunder in similar situations in Canada and; (b) adherence to commonly accepted norms of ethical business practices, which shall include the Supplier establishing, and ensuring adherence to, precautions to prevent its employees or agents from providing or offering gifts or hospitality of greater than nominal value to any person acting on behalf of or employed by the CVRD;

“Intellectual Property” means any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, any intellectual, industrial or proprietary rights protected or protectable by legislation, by common law or at equity;

“Newly Created Intellectual Property” means any Intellectual Property created by the Supplier in the course of performance of its obligations under the Contract;

“Person” if the context allows, includes any individuals, persons, firms, partnerships or corporations or any combination thereof;

“Personal Information” means recorded information about an identifiable individual or that may identify an individual;

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding;

“Rates” means the applicable price, in Canadian funds, to be charged for the applicable Deliverables, as set out in the Service Schedule;

“Record” means any recorded information, including any Personal Information, in any form: (a) provided by the CVRD to the Supplier, or provided by the Supplier to the CVRD, for the purposes of the Contract; or (b) created by the Supplier in the performance of the Contract;

“Requirements of Law” mean all applicable requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licenses, authorizations, directions, and agreements with all Authorities that now or at any time hereafter may be applicable to either the Contract or the Deliverables or any part of them;

“Supplier Representative” is as set out in the Master Agreement;

“Supplier’s Intellectual Property” means Intellectual Property owned by the Supplier prior to its performance under the Contract or created by the Supplier during the Term of the Contract independently of the performance of its obligations under the Contract;

“Term” is as set out in the Service Schedule; and

“Third-Party Intellectual Property” means any Intellectual Property owned by a party other than the CVRD or the Supplier.

ARTICLE 2 – GENERAL TERMS

2.01 No Indemnities from the CVRD

Notwithstanding anything else in the Contract, any express or implied reference to the CVRD providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the CVRD beyond the obligation to pay the Rates in respect of Deliverables accepted by the CVRD, whether at the time of entering into the Contract or at any time during the Term, shall be void and of no legal effect.

2.02 Entire Contract

The Contract embodies the entire agreement between the parties with regard to the provision of the Deliverables and supersedes any prior understanding or agreement, collateral, oral or otherwise with respect to the provision of the Deliverables, existing between the parties at the Effective Date of the Contract.

2.03 Severability

If any term or condition of the Contract, or the application thereof to the parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Contract, and the application of such term or condition to the parties, Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

2.04 Failure to Enforce Not a Waiver

Any failure by the CVRD to insist in one or more instances upon strict performance by the Supplier of any of the terms or conditions of the Contract shall not be construed as a waiver by the CVRD of its right to require strict performance of any such terms or conditions, and the obligations of the Supplier with respect to such performance shall continue in full force and effect.

2.05 Changes by Written Amendment Only

Any changes to the Contract shall be by written amendment signed by the parties. No changes shall be effective or shall be carried out in the absence of such an amendment. Any such written changes shall be included in the definition of Contract.

2.06 Force Majeure

Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Contract where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Contract would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism but shall not include shortages or delays relating to supplies or services. If a party seeks to excuse itself from its obligations under the Contract due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) Business Days, the other party may immediately terminate the Contract by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the Contract, at law or in equity.

2.07 Notices by Prescribed Means

Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery or email and shall be addressed to, respectively, the CVRD Representative and the Supplier Representative. Notices shall be deemed to have been given: (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or (b) in the case of personal delivery or email one (1) Business Day after such notice is received by the other party. In the event of a postal disruption, notices must be given by personal delivery or by email. Unless the parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this paragraph.

2.08 Governing Law

The Contract shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

ARTICLE 3 – NATURE OF RELATIONSHIP BETWEEN CVRD AND SUPPLIER

3.01 Supplier's Power to Contract

The Supplier represents and warrants that it has the full right and power to enter into the Contract and there is no agreement with any other Person which would in any way interfere with the rights of the CVRD under the Contract.

3.02 Representatives May Bind the Parties

The parties represent that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law.

3.03 Supplier Not a Partner, Agent or Employee

The Supplier shall have no power or authority to bind the CVRD or to assume or create any obligation or responsibility, express or implied, on behalf of the CVRD. The Supplier shall not hold itself out as an agent, partner or employee of the CVRD. Nothing in the Contract shall have the effect of creating an employment, partnership or agency relationship between the CVRD and

the Supplier or any of the Supplier's directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors.

3.04 Non-Exclusive Contract, Work Volumes

The Supplier acknowledges that it is providing the Deliverables to the CVRD on a non-exclusive basis. The CVRD makes no representation regarding the volume of goods and services required under the Contract. The CVRD reserves the right to contract with other parties for the same or similar goods and services as those provided by the Supplier and reserves the right to obtain the same or similar goods and services internally.

3.05 Responsibility of Supplier

The Supplier agrees that it is liable for the acts and omissions of its directors, officers, employees, agents, partners, affiliates, volunteers and subcontractors. This paragraph is in addition to any and all of the Supplier's liabilities under the Contract and under the general application of law. The Supplier shall advise these individuals and entities of their obligations under the Contract and shall ensure their compliance with the applicable terms of the Contract. In addition to any other liabilities of the Supplier pursuant to the Contract or otherwise at law or in equity, the Supplier shall be liable for all damages, costs, expenses, losses, claims or actions arising from any breach of the Contract resulting from the actions of the above-mentioned individuals and entities. This paragraph shall survive the termination or expiry of the Contract.

3.06 No Subcontracting or Assignment

The Supplier shall not subcontract or assign the whole or any part of the Contract or any monies due under it without the prior written consent of the CVRD. Such consent shall be in the sole discretion of the CVRD and subject to the terms and conditions that may be imposed by the CVRD. Without limiting the generality of the conditions which the CVRD may require prior to consenting to the Supplier's use of a subcontractor, every contract entered into by the Supplier with a subcontractor shall adopt all of the terms and conditions of the Contract as far as applicable to those parts of the Deliverables provided by the subcontractor. Nothing contained in the Contract shall create a contractual relationship between any subcontractor or its directors, officers, employees, agents, partners, affiliates or volunteers and the CVRD.

3.07 Duty to Disclose Change of Control

In the event that the Supplier undergoes a change in control the Supplier shall immediately disclose such change in control to the CVRD and shall comply with any terms and conditions subsequently prescribed by the CVRD resulting from the disclosure.

3.08 Conflict of Interest

The Supplier shall: (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose to the CVRD without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and (c) comply with any requirements prescribed by the CVRD to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, the CVRD may immediately terminate the Contract upon giving notice to the Supplier where: (a) the Supplier fails to disclose an actual or potential Conflict of Interest; (b) the Supplier fails to comply with any requirements prescribed by the CVRD to resolve a Conflict of Interest; or (c) the Supplier's Conflict of Interest cannot be resolved to the satisfaction of the CVRD. This paragraph shall survive any termination or expiry of the Contract.

3.09 Contract Binding

The Contract can be enforced by and is binding upon the parties and their successors, executors, administrators and their permitted assigns.

ARTICLE 4 – PERFORMANCE BY SUPPLIER

4.01 Commencement of Performance

The Supplier shall commence performance upon receipt of written instructions from the CVRD.

4.02 Deliverables Warranty

The Supplier hereby represents and warrants that the Deliverables (i) shall be provided fully and diligently in a professional and competent manner by persons qualified and skilled in their occupations; and (ii) shall be free from defects in material, workmanship and design, suitable for the purposes intended, in compliance with all applicable specifications and free from liens or encumbrance on title; and furthermore that all Deliverables shall be provided in accordance with: (a) the Contract; (b) Industry Standards; and (c) Requirements of Law. If any of the Deliverables, in the opinion of the CVRD, are inadequately provided or require corrections, the Supplier shall forthwith make the necessary corrections at its own expense as specified by the CVRD in a rectification notice.

4.03 Health and Safety

Without limiting the generality of section 4.02, the Supplier warrants and agrees that it has complied with and will comply with, and ensure that any subcontractors comply with, all applicable occupational health and safety laws, regulations and standards in relation to the performance of the Supplier's obligations under the Contract. The Supplier shall provide the CVRD with evidence of the Supplier's compliance with this section upon request by the CVRD.

4.04 Shipment of Goods

To the extent that the Deliverables include the shipment of goods to the CVRD, all such goods shall be delivered F.O.B. Destination, Freight Prepaid to the CVRD's place of business or such other location as may be specified in the Contract. No transportation or delivery charges of any kind, including, without limitation, packing, boxing, storage, cartage or customs brokerage charges, shall be paid by the CVRD, unless specifically agreed by the CVRD in writing. The Deliverables will be suitably packed in such a manner as will ensure their safe transportation undamaged to their destination. The Deliverables will remain at the risk of the Supplier until the Deliverables are received by the CVRD. Receipt of the Deliverables at the CVRD's location does not constitute acceptance of the Deliverables by the CVRD. The Deliverables are subject to the CVRD's inspection and acceptance within a reasonable period of time after delivery. If any of the Deliverables, in the opinion of the CVRD, are inadequately provided or require corrections, the Supplier shall make the necessary corrections at its own expense as specified by the CVRD in a rectification notice.

4.05 Use and Access Restrictions

The Supplier acknowledges that unless it obtains specific written preauthorization from the CVRD, any access to or use of the CVRD property, technology or information that is not necessary for the performance of its contractual obligations with the CVRD is strictly prohibited. The Supplier further acknowledges that the CVRD may monitor the Supplier to ensure compliance with this paragraph. This paragraph is in addition to and shall not limit any other obligation or restriction placed upon the Supplier.

4.06 Notification by Supplier of Discrepancies

During the Term, the Supplier shall advise the CVRD promptly of: (a) any contradictions, discrepancies or errors found or noted in the Contract; (b) supplementary details, instructions or

directions that do not correspond with those contained in the Contract; and (c) any omissions or other faults that become evident and should be corrected in order to provide the Deliverables in accordance with the Contract and Requirements of Law.

4.07 Change Requests

The CVRD may, in writing, request changes to the Contract, which may include altering, adding to, or deleting any of the Deliverables. The Supplier shall comply with all reasonable CVRD change requests and the performance of such request shall be in accordance with the terms and conditions of the Contract. If the Supplier is unable to comply with the change request, it shall promptly notify the CVRD and provide reasons for such non-compliance. In any event, any such change request shall not be effective until a written amendment reflecting the change has been executed by the parties.

4.08 Pricing for Requested Changes

Where a CVRD change request includes an increase in the scope of the previously contemplated Deliverables, the CVRD shall set out, in its change request, the proposed prices for the contemplated changes. Where the Rates in effect at the time of the change request (a) include pricing for the particular type of goods or services contemplated in the change request, the Supplier shall not unreasonably refuse to provide those goods or services at prices consistent with those Rates; or (b) are silent to the applicable price for the particular goods or services contemplated in the change request, the price shall be negotiated between the CVRD and the Supplier within a reasonable period of time and in any event, such change request shall not become effective until a written amendment reflecting the change has been executed by the parties.

4.09 Performance by Specified Individuals Only

The Supplier agrees that to the extent that specific individuals are named in the Contract as being responsible for the provision of the Deliverables, only those individuals shall provide the Deliverables under the Contract. The Supplier shall not replace or substitute any of the individuals named in the Contract without the prior written approval of the CVRD, which may not arbitrarily or unreasonably be withheld. Should the Supplier require the substitution or replacement of any of the individuals named in the Contract, it is understood and agreed that any proposed replacement must possess similar or greater qualifications than the individual named in the Contract. The Supplier shall not claim fees for any replacement individual greater than the Rates established under the Contract.

4.10 Time

Time is of the essence of the Contract.

4.11 Rights and Remedies Not Limited to Contract

The express rights and remedies of the CVRD and obligations of the Supplier set out in the Contract are in addition to and shall not limit any other rights and remedies available to the CVRD or any other obligations of the Supplier at law or in equity.

ARTICLE 5 – PAYMENT FOR PERFORMANCE AND AUDIT

5.01 Payment According to Contract Rates

The CVRD shall, subject to the Supplier's compliance with the provisions of the Contract, pay the Supplier for the Deliverables provided at the Rates established under the Contract.

5.02 Hold Back or Set Off

The CVRD may hold back payment or set off against payment if, in the opinion of the CVRD acting reasonably, the Supplier has failed to comply with any requirements of the Contract.

5.03 No Expenses or Additional Charges

There shall be no other charges payable by the CVRD under the Contract to the Supplier other than the Rates established under the Contract.

5.04 Payment of Taxes and Duties

Unless otherwise stated, the Supplier shall pay all applicable taxes, including excise taxes incurred by or on the Supplier's behalf with respect to the Contract.

5.05 Withholding Tax

The CVRD shall withhold any applicable withholding tax from amounts due and owing to the Supplier under the Contract and shall remit it to the appropriate government in accordance with applicable tax laws. This paragraph shall survive any termination or expiry of the Contract.

5.06 Interest on Late Payment

If a payment is in arrears through no fault of the Supplier, the interest charged by the Supplier, if any, for any late payment shall not exceed the Bank of Canada's prime rate, in effect on the date that the payment went into arrears.

5.07 Document Retention and Audit

For seven (7) years after the Expiry Date or any date of termination of the Contract, the Supplier shall maintain all necessary records to substantiate (a) all charges and payments under the Contract and (b) that the Deliverables were provided in accordance with the Contract and with Requirements of Law. During the Term, and for seven (7) years after the expiry or termination of the Contract, the Supplier shall permit and assist the CVRD in conducting audits of the operations of the Supplier to verify (a) and (b) above. The CVRD shall provide the Supplier with at least ten (10) Business Days prior notice of its requirement for such audit. The Supplier's obligations under this paragraph shall survive any termination or expiry of the Contract.

ARTICLE 6 – CONFIDENTIALITY

6.01 Confidentiality and Promotion Restrictions

Any publicity or publications related to the Contract shall be at the sole discretion of the CVRD. The CVRD may, in its sole discretion, acknowledge the Deliverables provided by the Supplier in any such publicity or publication. The Supplier shall not make use of its association with the CVRD without the prior written consent of the CVRD. Without limiting the generality of this paragraph, the Supplier shall not, among other things, at any time directly or indirectly communicate with the media in relation to the Contract unless it has first obtained the express written authorization to do so by the CVRD.

6.02 CVRD Confidential Information

During and following the Term, the Supplier shall: (a) keep all CVRD Confidential Information confidential and secure; (b) limit the disclosure of CVRD Confidential Information to only those of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized to have such disclosure; (c) not directly or indirectly disclose, destroy, exploit or use any CVRD Confidential Information (except for the purpose of providing the Deliverables, or except if required by order of a court or tribunal), without first obtaining: (i) the written consent of the CVRD and (ii) in respect of any CVRD Confidential Information about any

third-party, the written consent of such third-party; (d) provide CVRD Confidential Information to the CVRD on demand; and (e) return all CVRD Confidential Information to the CVRD on or before the expiry or termination of the Contract, with no copy or portion kept by the Supplier.

6.03 Restrictions on Copying

The Supplier shall not copy any CVRD Confidential Information, in whole or in part, unless copying is essential for the provision of the Deliverables. On each copy made by the Supplier, the Supplier must reproduce all notices which appear on the original.

6.04 Notice of Breach

The Supplier shall notify the CVRD promptly upon the discovery of loss, unauthorized disclosure, unauthorized access or unauthorized use of CVRD Confidential Information.

6.05 Injunctive and Other Relief

The Supplier acknowledges that breach of any provisions of this Article may cause irreparable harm to the CVRD or to any third-party to whom the CVRD owes a duty of confidence, and that the injury to the CVRD or to any third-party may be difficult to calculate and inadequately compensable in damages. The Supplier agrees that the CVRD is entitled to obtain injunctive relief (without proving any damage sustained by it or by any third-party) or any other remedy against any actual or potential breach of the provisions of this Article.

6.06 Notice and Protective Order

If the Supplier or any of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors become legally compelled to disclose any CVRD Confidential Information, the Supplier will provide the CVRD with prompt notice to that effect in order to allow the CVRD to seek one or more protective orders or other appropriate remedies to prevent or limit such disclosure, and it shall co-operate with the CVRD and its legal counsel to the fullest extent. If such protective orders or other remedies are not obtained, the Supplier will disclose only that portion of CVRD Confidential Information which the Supplier is legally compelled to disclose, only to such person or persons to which the Supplier is legally compelled to disclose, and the Supplier shall provide notice to each such recipient (in co-operation with legal counsel for the CVRD) that such CVRD Confidential Information is confidential and subject to non-disclosure on terms and conditions equal to those contained in the Contract and, if possible, shall obtain each recipient's written agreement to receive and use such CVRD Confidential Information subject to those terms and conditions.

6.07 Records and Legislative Compliance

The Supplier and the CVRD acknowledge and agree that FOIPPA applies to and governs all Records and may require the disclosure of such Records to third parties. Furthermore, the Supplier agrees (a) to keep Records secure; (b) to provide Records to the CVRD within seven (7) calendar days of being directed to do so by the CVRD for any reason including an access request or privacy issue; (c) not to access any Personal Information unless the CVRD determines, in its sole discretion, that access is permitted under FOIPPA and is necessary in order to provide the Deliverables; (d) not to directly or indirectly use, collect, disclose or destroy any Personal Information for any purposes that are not authorized by the CVRD; (e) to ensure the security and integrity of Personal Information and keep it in a physically secure and separate location safe from loss, alteration, destruction or intermingling with other records and databases and to implement, use and maintain the most appropriate products, tools, measures and procedures to do so; (f) to restrict access to Personal Information to those of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors who have a need to know it for the

purpose of providing the Deliverables and who have been specifically authorized by a CVRD representative to have such access for the purpose of providing the Deliverables; (g) to implement other specific security measures that in the reasonable opinion of the CVRD would improve the adequacy and effectiveness of the Supplier's measures to ensure the security and integrity of Personal Information and Records generally; and (h) that any confidential information supplied to the CVRD may be disclosed by the CVRD where it is obligated to do so under FOIPPA, by an order of a court or tribunal or pursuant to a legal proceeding and the provisions of this paragraph shall prevail over any inconsistent provisions in the Contract.

6.08 Survival

The provisions of this Article shall survive any termination or expiry of the Contract.

ARTICLE 7 – INTELLECTUAL PROPERTY

7.01 CVRD Intellectual Property

The Supplier agrees that all Intellectual Property and every other right, title and interest in and to all concepts, techniques, ideas, information and materials, however recorded, (including images and data) provided by the CVRD to the Supplier shall remain the sole property of the CVRD at all times.

7.02 No Use of the CVRD Insignia

The Supplier shall not use any insignia or logo of the CVRD except where required to provide the Deliverables, and only if it has received the prior written permission of the CVRD to do so.

7.03 Ownership of Intellectual Property

The CVRD shall be the sole owner of any Newly Created Intellectual Property. The Supplier irrevocably assigns to and in favour of the CVRD and the CVRD accepts every right, title and interest in and to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time and irrevocably waives in favour of the CVRD all rights of integrity and other moral rights to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time. To the extent that any of the Deliverables include, in whole or in part, the Supplier's Intellectual Property, the Supplier grants to the CVRD a licence to use that Supplier Intellectual Property in the manner contemplated in this Article, the total consideration for which shall be payment of the Rates to the Supplier by the CVRD.

7.04 Supplier's Grant of License

For those parts of the Deliverables that are Supplier Intellectual Property, the Supplier grants to the CVRD a perpetual, world-wide, non-exclusive, irrevocable, transferable, royalty free, fully paid up right and license: (a) to use, modify, reproduce and distribute, in any form, those Deliverables; and (b) to authorize other Persons, including agents, contractors or sub-contractors, to do any of the former on behalf of the CVRD.

7.05 No Restrictive Material in Deliverables

The Supplier shall not incorporate into any Deliverables anything that would restrict the right of the CVRD to modify, further develop or otherwise use the Deliverables in any way that the CVRD deems necessary, or that would prevent the CVRD from entering into any contract with any contractor other than the Supplier for the modification, further development of or other use of the Deliverables.

7.06 Third-Party Intellectual Property

The Supplier represents and warrants that the provision of the Deliverables shall not infringe or induce the infringement of any Third-Party Intellectual Property rights. The Supplier further represents and warrants that it has obtained assurances with respect to any Supplier Intellectual Property and Third-Party Intellectual Property that any rights of integrity or any other moral rights associated therewith have been waived.

7.07 **Survival**

The obligations contained in this Article shall survive the termination or expiry of the Contract.

ARTICLE 8 – INDEMNITIES AND INSURANCE

8.01 **Supplier Indemnity**

The Supplier hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively, "Claims"), by whomever made, sustained, incurred, brought or prosecuted, including for breaches of confidentiality or privacy or Intellectual Property rights or for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Supplier, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors in the course of performance of the Supplier's obligations under, or otherwise in connection with, the Contract. The Supplier further agrees to indemnify and hold harmless the Indemnified Parties for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organization, including, without limitation, the CVRD, claimed or resulting from such Claims. The obligations contained in this paragraph shall survive the termination or expiry of the Contract.

8.02 **Insurance**

[NOTE: This Insurance provision is just a placeholder - the insurance requirements should be specified to fit the CVRD's business environment and should be discussed with the CVRD's risk management/insurance providers.**]**

The Supplier hereby agrees to put in effect and maintain insurance for the Term, at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the Supplier would maintain including, but not limited to, the following:

- (a) commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than **\$5,000,000** per occurrence and including products and completed operations liability. The policy is to include the following:
 - the CVRD as an additional named insured with respect to liability arising in the course of performance of the Supplier's obligations under, or otherwise in connection with, the Contract
 - contractual liability coverage
 - cross-liability and severability of interests clause
 - employers liability coverage
 - 30 day written notice of cancellation, termination or material change
 - tenants legal liability coverage (if applicable and with suitable sub-limits)

- non-owned automobile coverage with blanket contractual coverage for hired automobiles

[Note: Insert (b) only if warranted based on the type of work being performed**]**

- (b) errors & omissions liability insurance, insuring liability for errors and omissions in the performance or failure to perform the services contemplated in the Contract, in the amount of not less than **[*Insert amount*]** per claim and in the annual aggregate.

8.03 **Proof of Insurance**

The Supplier shall provide the CVRD with proof of the insurance required by the Contract in the form of valid certificates of insurance that reference the Contract and confirm the required coverage. The Supplier shall provide the CVRD with renewal replacements on or before the expiry of any such insurance. Upon the request of the CVRD, a copy of each insurance policy shall be made available to it. The Supplier shall ensure that each of its subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would maintain and that the CVRD and Indemnified Parties are named as additional insured with respect to any liability arising in the course of performance of the subcontractor's obligations under the subcontract for the provision of the Deliverables.

8.04 **Workplace Safety and Insurance**

The Supplier warrants and agrees that it has complied and will comply with all applicable workplace safety and insurance laws and regulations and, if applicable will provide proof of valid coverage by means of a current clearance certificate to the CVRD upon request. The Supplier covenants and agrees to pay when due, and to ensure that each of its subcontractors pays when due, all amounts required to be paid by it and its subcontractors under all applicable workplace safety and insurance laws and regulations during the Term. The Supplier further agrees to indemnify the CVRD for any and all liability, loss, costs, damages and expenses (including legal fees) or other charges in connection with the Supplier's failure to comply with any applicable workplace safety and insurance laws or related to the Supplier's status with any workplace safety and insurance board or body.

ARTICLE 9 – TERMINATION, EXPIRY AND EXTENSION

9.01 **Immediate Termination of Contract**

The CVRD may immediately terminate the Contract upon giving notice to the Supplier where (a) the Supplier is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Supplier's insolvency; (b) the Supplier breaches any provision in Article 6 (Confidentiality); (c) the Supplier breaches the Conflict of Interest paragraph in Article 3 (Nature of Relationship Between CVRD and Supplier); (d) the Supplier, prior to or after entering into the Contract, makes a material misrepresentation or omission or provides materially inaccurate information to the CVRD; (e) the Supplier undergoes a change in control which adversely affects the Supplier's ability to satisfy some or all of its obligations under the Contract; (f) the Supplier subcontracts for the provision of part or all of the Deliverables or assigns the Contract without first obtaining the written approval of the CVRD; or (g) the Supplier's acts or omissions constitute a substantial failure of performance and the above rights of termination are in addition to all other rights of termination available at law, or events of termination by operation of law.

9.02 **Dispute Resolution by Rectification Notice**

Subject to the above paragraph, where the Supplier fails to comply with any of its obligations under the Contract, the CVRD may issue a rectification notice to the Supplier setting out the manner and timeframe for rectification. Within seven (7) Business Days of receipt of that notice, the Supplier shall either: (a) comply with that rectification notice; or (b) provide a rectification plan satisfactory to the CVRD. If the Supplier fails to either comply with that rectification notice or provide a satisfactory rectification plan, the CVRD may immediately terminate the Contract. Where the Supplier has been given a prior rectification notice, the same subsequent type of non-compliance by the Supplier shall allow the CVRD to immediately terminate the Contract.

9.03 Termination on Notice

The CVRD reserves the right to terminate the Contract, without cause, upon thirty (30) calendar days prior notice to the Supplier.

9.04 Supplier's Obligations on Termination

On termination of the Contract, the Supplier shall, in addition to its other obligations under the Contract and at law (a) at the request of the CVRD, provide the CVRD with any completed or partially completed Deliverables; (b) provide the CVRD with a report detailing: (i) the current state of the provision of Deliverables by the Supplier at the date of termination; and (ii) any other information requested by the CVRD pertaining to the provision of the Deliverables and performance of the Contract; (c) execute such documentation as may be required by the CVRD to give effect to the termination of the Contract; and (d) comply with any other instructions provided by the CVRD, including but not limited to instructions for facilitating the transfer of its obligations to another Person. This paragraph shall survive any termination of the Contract.

9.05 Supplier's Payment Upon Termination

On termination of the Contract, the CVRD shall only be responsible for the payment of the Deliverables provided under the Contract up to and including the effective date of any termination. Termination shall not relieve the Supplier of its warranties and other responsibilities relating to the Deliverables performed or money paid. In addition to its other rights of hold back or set off, the CVRD may hold back payment or set off against any payments owed if the Supplier fails to comply with its obligations on termination.

9.06 Termination in Addition to Other Rights

The express rights of termination in the Contract are in addition to and shall in no way limit any rights or remedies of the CVRD under the Contract, at law or in equity.

9.07 Expiry and Extension of Contract

The Contract shall expire on the original Expiry Date, unless the CVRD exercises its option to extend the Contract, such extension to be upon the same terms (including the Rates in effect at the time of extension), conditions and covenants contained in the Contract. The option shall be exercisable by the CVRD giving notice to the Supplier not less than thirty (30) days prior to the original Expiry Date. The notice shall set forth the precise duration of the extension.

9.08 Evaluation of Performance

The Supplier will be subject to a performance evaluation during the course of, and/or at the conclusion of the assignment.

In the event that the Supplier fails to perform its obligations under the Contract, the CVRD may, in addition to any and all legal and equitable remedies available to it, place the Supplier on probation or suspend the Supplier from participating in future procurement opportunities.

Schedule 2 – Form of Service Schedule

Pursuant to the Master Agreement, the CVRD and the Supplier shall enter into Service Schedule(s) for the provision of assignment-specific Deliverables in accordance with the following form:

SERVICE SCHEDULE

WHEREAS, the CVRD has selected the Supplier to provide the particular Deliverables described herein pursuant to the terms of the Master Agreement and the terms set out below.

NOW THEREFORE, the parties agree as follows:

Article 1 – Definitions and Interpretation

- 1.1 Unless otherwise specified in the Service Schedule, capitalized words and phrases shall have the meaning set out in the Master Agreement.
- 1.2 In the event of a conflict or inconsistency in the provisions of this Service Schedule and the Standard Terms and Conditions in Schedule 1 of the Master Agreement, the specific terms and condition contained in this Service Schedule will govern.

Article 2 – Contacts for Service Schedule

- 2.1 The Supplier's contact for purposes of this Service Schedule will be:

[*insert Supplier contact name, phone, facsimile and e-mail*]

- 2.2 The CVRD's contact for purposes of this Service Schedule will be:

[*insert the CVRD contact name, phone, facsimile and e-mail*]

Article 3 - Term of Service Schedule

- 3.1 This Service Schedule is effective as of the **[*insert start date*]** (the “**Effective Date**”) and will expire on **[*insert expiry date*]** (the “**Expiry Date**”). The CVRD will have the option to extend this Service Schedule for one further period of up to **[*insert extension period*]**, such extension to be upon the same terms (including Rates in effect at the time of extension), conditions and covenants contained in this Service Schedule, excepting the option to renew. The option will be exercisable by the CVRD upon thirty (30) days prior written notice to the Supplier, setting forth the precise duration of the extension.

Article 4 – Deliverables, Rates and Payment Process

- 4.1 The Supplier agrees to provide the Deliverables to the CVRD as described in the Master Agreement and as more particularly specified in Appendix A (Assignment) to this Service Schedule. Subject to the Master Agreement, the Rates for the provision of the Deliverables will be as specified in Appendix B (Rates) to this Service Schedule.

Agreed to this _____ day of _____, 20____

[*Insert Supplier's Legal Name*]

Per: _____
Signature of Authorized Signatory

Print Name

I have the authority to bind to Supplier.

Appendix A to Service Schedule - Assignment

Include for example:

- detailed description of the Deliverables
- geographic regions in which Deliverables are to be provided
- milestones, dates, time lines
- description of standards to be achieved/quality management plan
- identify personnel to be used by the Supplier, including any subcontractors
- reporting requirements

The RFQ or other form of solicitation document issued for the Roster Competition and/or the Supplier's response to the Roster Competition can be referenced or attached.

Appendix B to Service Schedule - Rates

Provide detail for:

- Rates as per Roster Competition
- Ceiling cost limit for the Service Schedule
- Invoicing process and payment terms

The RFQ or other form of solicitation document issued for the Roster Competition and/or the Supplier's response to the Roster Competition can be referenced or attached.

[end of Service Schedule]