

Request for Proposal for:

**SALT SPRING ISLAND FIRE-RESCUE
WEBSITE REDESIGN**

Issued by: Salt Spring Island Fire Protection District

Date of Issue: XXXX, XX 2016

Closing Time/Date XXXX, XX 2016
5:00 pm Local time
(Proposals will be opened in public)

Technical Questions & Andrew Peat,
CAO Submission Inquiries 250-537-2531
corpadmin@saltspringfire.com

Proposals may be submitted to the Salt Spring Island Fire Protection District, 105 Lower Ganges Road, Salt Spring Island, BC V8K 2T1 up until 5:00pm local time on the closing date.

Note: It is the proponent's responsibility to check for Addenda which will be posted on the District's website www.saltspringfire.com

1. INTRODUCTION

The Salt Spring Island Fire Protection District proposes to engage the services of a Contractor to review, redesign and redevelop the existing District website (www.saltspringfire.com). The solution will improve the functionality of the District website, increase service to customers and employees, as well as accommodate future growth and expansion. The work will be a concept-to-completion project. It is anticipated that the new website will be implemented by the end of XXXX 2017.

The goal of this request for proposal is to provide the Salt Spring Island Fire Protection District with qualified proponents capable of providing the review, design, installation, training, post implementation review, liaison, software, and subsequent support and maintenance. The subsequent proponent submissions will form the basis for evaluation, possible short-list, interview, and selection.

2. ABOUT THE SALT SPRING ISLAND FIRE PROTECTION DISTRICT

The Salt Spring Island Fire Protection District is an improvement district incorporated under the Local Government Act and provides fire protection and first responder service to the greater portion of Salt Spring Island. Salt Spring Island Fire-Rescue is governed by an elected Board of Trustees, has an administrative staff of 2 employees and a career firefighters/paid-on-call membership of 45.

3. DEFINITIONS

- a. "Agreement" means the agreement between the District and the Contractor resulting from the award of this RFP;
- b. "Contract" means the agreement resulting from this RFP, the Proponent's submission and subsequent negotiations which may occur, between the District and the Proponent;
- c. "District" means the Salt Spring Island Fire Protection District;
- d. "District website" means www.saltspringfire.com;

- e. "Proposal" means the proposal submitted in response to the RFP by the Contractor;
- f. "Proponent" means an individual or company that submits, or intends to submit, a proposal in response to this RFP;
- g. "Requirements" means all of the specifications, requirements and services set out in the RFP that describe the requirements that the services, goods, materials and equipment must meet and the Contractor must provide;
- h. "RFP" means this Request for Proposal and all information contained within;
- i. "Sub-Contractor" means all sub-contractors, suppliers and agents of the Contractor;
- j. "Work" means all the labour and other services necessary for the execution, completion and fulfilment of the Requirements.

4. PURPOSE AND OBJECTIVE OF PROJECT

The purpose of this Request for Proposals ("RFP") is to seek submissions ("Proposals") from those interested in being awarded a contract to complete the Project ("Proponents"), and to provide information about concepts, features and design functions that must be incorporated into the Project. The RFP also establishes a process through which Proposals will be evaluated, and either selected or rejected by the District. The purpose of the Project is to solicit the best overall proposals for the provision of technical services to redevelop and redesign the Salt Spring Island Fire Protection District's website.

The District's website is an integral communication tool used to reach a broad and diverse public and to reach out to citizens, businesses, visitors and employees to disseminate information, and support/ promote Salt Spring Island Fire-Rescue. The website must have a professional and user-friendly interface that will enable users to quickly find information in a clear and consistent manner. The website must be created on a flexible platform to accommodate needs of future initiatives and technologies.

The District is looking for a flexible, informative website that is easy to maintain. The website must feature a design that appropriately reflects our local branding.

The primary objectives of the Project are to improve access to online information and services for District staff, residents, customers, and the public in general and to provide as many services as possible via internet. If required, the website must *be Freedom of Information and Protection of Privacy Act* compliant.

5. SCOPE OF RFP

5.1 The Salt Spring Island Fire Protection District is looking to provide residents, staff and the general public with a central website for online District services and information. The website must have a professional and user-friendly interface that will enable users to quickly find information in a clear and consistent manner. This website will be created on a flexible platform in order to address the needs of future initiatives and technologies.

The website must feature a new design that appropriately reflects will reflect local branding, defining the Salt Spring Island Fire-Rescue and our community.

5.2 The scope of services is broken down into three parts:

Scope of Services: Part One

- Review & evaluation of the existing District website;
- Review successful examples of what other local government/municipalities are doing;
- Review local government best practices, tactics and programs related to website development, strategies and communications capability;
- Meeting with District departments and staff;
- Design of new District website;
- Recommendation for Content Management System (CMS);
- Recommendation for web hosting;
- Presentation and Project Plan for District website;

Scope of Services: Part Two

- Develop and build website;
- Supply of all required components and licenses;
- Migration of data from current website;
- Testing and implementation of new website, CMS, workflow and security;

Scope of Services: Part Three

- Configuration and Training;
- Provide full documentation for all of above;
- Post implementation review and configuration changes; and
- Recommendations for subsequent support and maintenance.

Proponents are encouraged to use their initiative when planning their proposals to expand on the scope of work activities which they consider appropriate, cost effective, or beneficial to the project.

The scope of work encompasses all work needed to identify the preliminary requirements to produce a conceptual design of the new Salt Spring Island Fire Protection District website.

5.3 **The District must be able to control and manage the content and features.** The website designer shall include but not necessarily be limited to the following requirements:

- All content currently posted on the District website,
- Content Management – easy to maintain by District staff (ability to modify content frequently),

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- Quick to load and operate,
- Safe and secure,
- Two calendar of events (Trustees and Members),
- Easy to navigate,
- Ability to host District bylaws/policies (searchable PDF's),
- Allow photo submissions from the public with appropriate approval processes,
- "Customer friendly"; lively, colourful, lots of photos,
- Social Media buttons located where appropriate including RSS,
- Search function,
- Have links to partner websites,
- Picture gallery,
- Font size adjuster,
- Website must be compatible with mobile devices,
- Must be able to add features in the future such as online payments, forms and applications such as recruiting and online permits.

6. PROPOSAL CONTENT

Proposals should contain all of the information listed on Appendix A (Format for Project Submission) and be submitted in the format/order outlined.

Proposals must include **one Adobe PDF digital copy and two printed copies**. Proponents are solely responsible for the integrity of the electronic file.

7. QUALIFICATIONS OF PROPONENTS

To ensure that proponents have the necessary skill and experience to fulfill this Project, proposals should include a brief description of the following (for inclusion under section 3 of Appendix A):

- a. List three websites the Proponent has produced that best reflect the Proponent's work and relevancy to this project. Briefly list the role played in each project. The project URL should be submitted.
- b. Describe experience producing sites for local government, other government, and non-profit or community focused projects.
- c. Provide current reference information for three former or current clients.
- d. Describe the organizational capacity of the Proponent to produce the Project website (ie staff, office location, etc.).
- e. Include a company or business profile, length of time in business and core competencies.
- f. Describe the type of team that will be assigned to the project.
- g. If work to be executed by the Proponent includes hiring of subcontractors, this must be clearly stated in the Proposal. Subcontractors must be identified, and work they are to perform must be clearly defined. The District will not reject a proposal based on use of subcontractors, but reserves the right to reject any subcontractor identified in a proposal.

8. RFP PROCESS

8.1 Final Date and Time for Submission of Proposals

Proposals must include **one Adobe PDF digital copy and two printed copies.**

Proposals may be made by mail or courier and must be CLEARLY MARKED:

Salt Spring Island Fire-Rescue Website Redesign

Proposals must be received no later than 5:00 pm local time on Tuesday, XXXX, XX 2016

at:

Salt Spring Island Fire Protection District
105 Lower Ganges Road
Salt Spring Island
BC V8K 2T1
Attn: Andrew Peat, CAO

Email: corpadmin@saltspringfire.com

Proponents should clearly mark their proposals and proposal envelope with the name and address of the proponent and the RFP title.

8.2 Late Proposals

Proposals will be marked with their receipt time at the Closing Location. Proposals received after the time and date stated above may not be accepted.

8.3 No Faxed or Electronic Proposals

Proposals received solely by fax or email will not be considered.

8.4 Irrevocable Proposals

Upon closing time, proposals become irrevocable and open for acceptance by the District for a period of 90 calendar days after the Closing Time, even if the proposal of another proponent is accepted by the District.

8.5 Proposals will be opened in public.

9. PROPOSAL SIGNING

9.1 Proposals should be signed by an authorized signatory of the Proponent. Unsigned Proposals may, at the discretion of the District, not be considered.

9.2 If the Proponent is a partnership or a joint venture, then the name of the partnership or joint venture and the name of each partner or joint venture should be included, and each partner or joint venture should sign personally. If a partner or joint venture is a corporation, then such corporation should sign.

9.3 If the Proponent is a corporation then the full name of the corporation should be included,

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together with the names and signatures of authorized signatories.

10 INTERPRETATION OF RFP, CLARIFICATIONS AND ADDENDA

- 10.1 Proponents are responsible to review this RFP to verify it is complete and should immediately notify the CAO in writing if the RFP appears to be incomplete or contains any discrepancies, inconsistencies, ambiguities, errors or omissions.
- 10.2 Any required clarification, addition, deletion or revision to the RFP will be implemented by written addenda issued by the District.
- 10.3 The District reserves the complete right, in its sole discretion, without giving reasons, to decline to answer an inquiry or a question, or to issue an addendum.

11 REVISIONS TO PROPOSALS

Amendments to a submitted Proposal will be permitted if received in writing prior to but not after Closing time.

12 WITHDRAWAL OF PROPOSALS

With submission of a clear and detailed written notice, the Proponent may amend or withdraw its Proposal prior to the closing date and time.

13 PROPOSAL EVALUATION

Evaluation of proposals will be at the sole discretion of the District and may include employees and contractors of the District. The District intends to evaluate proposals based on the best overall value to the District at its sole discretion and will be based on quality, service, price and any other relevant criteria set out herein including, but not limited to:

- 13.1 The Proponent's ability to meet the product, service and business solution requirements;
- 13.2 The Proponent's ability to deliver the requirements when and where required;
- 13.3 Financial offer including but not limited to prices, operating and maintenance costs, safety, warranty, and any other life cycle considerations;
- 13.4 The Proponent's business and technical reputation and capabilities; experience, and where applicable, the experience of its personnel; financial stability; track record; and references of current and former customers;
- 13.5 Quality of submission; and
- 13.6 Any other criteria set out in the RFP or otherwise reasonably considered relevant.

14 PROPOSAL SELECTION

- 14.1 The lowest priced Proposal will not necessarily be selected. The District considers that best value is the essential part of engaging a service provider, and therefore, the District may prefer a proposal with a higher cost, if the District considers that it offers greater value and better serves the District's interest. The District reserves the right in its absolute discretion to accept the Proposal which it deems most advantageous to itself.
- 14.2 The District may, in its sole discretion, reject or retain for its consideration Proposals which are non-conforming because they contain irregularities, do not contain content or form

required by the RFP or fail to comply with the process for submission set out herein. The District further reserves the right to reject any or all Proposals, in each case without giving any notice.

14.3 Without limiting the generality of the foregoing, any Proposal may be disqualified or rejected which is incomplete, obscure or irregular, which has erasures or corrections or in which prices are omitted or are unbalanced, which contains an escalator clause or other qualifying conditions. The District may also reject a Proposal if there is any evidence that the Proponent has:

- 14.3.1 Any legal connection with any other company, firm or person submitting a Proposal;
- 14.3.2 Any knowledge of the Proposal price to be submitted by another Proponent; or
- 14.3.3 Any undisclosed connection or arrangement with any other company, firm or person having a financial interest in the project.

15 NOTICE OF AWARD

The successful Proponent will be notified, in writing, once a decision has been reached. If all Proposals are over budget, or all Proposals are non-compliant, the District reserves the right in its sole discretion to reject all Proposals, re-design Project guidelines and requirements and issue a new RFP.

16 NEGOTIATIONS

Subsequent to the submission of proposals, interviews and negotiations may be conducted with any of the proponents, but there shall be no obligation to receive further information, whether written or oral, from any proponent.

The District may choose to negotiate with a preferred Proponent, or any Proponent, on any aspect of their proposal, including changes to the service to be provided and to price.

17 CONTRACT EXECUTION

The successful Proponent will enter into a contract with the District based upon the information contained in this RFP, the Proponents' submission and subsequent negotiations initiated by the District. The basic form of contract the District proposes to enter for the services is attached as **Appendix B** to this RFP.

The District may require modifications to the form of contract in order to address the specific requirements of this RFP, the content of the preferred proposal and subsequent negotiations.

18 RIGHT TO REJECT

The District may, in its absolute discretion, reject any Proposal submitted by a Proponent, if the Proponent, or any officer or director of the Proponent, is or has been engaged directly or indirectly through another agency or corporation in legal action against the District or its elected or appointed officers or employees in relation to:

- 18.1 Any other contract for works or services; or
- 18.2 Any matter arising from the District's exercise of its powers, duties, or functions under the *Local Government Act, Community Charter* or other enactment within a period of five years prior to date of issue of this RFP.

19 NO OBLIGATION

This RFP does not commit the District in any way to award a contract, and the District reserves the complete right to any time reject all Proposals, and to terminate the process under the RFP.

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This is a Request for Proposals only, and not a call for tenders or request for binding offers. Nothing in this RFP is intended to constitute an offer of any kind by the District and no contractual obligations whatsoever (including Appendix "B") shall arise as a result of the submission of a proposal in response to this RFP.

20 PROPONENT EXPENSES

Proponents are solely responsible for their own expenses in preparing, and submitting Proposals, and for any meetings, negotiations or discussions with the District or its representatives and contractors, relating to, or arising from this RFP.

21 NO CLAIM FOR COMPENSATION

The District and its representatives, agents, contractors and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a contract, or other activity to or arising out of this RFP, including within limitation breach, including fundamental breach of any duties arising out of or related to this RFP.

22 CONFLICT OF INTEREST

Proponents should disclose any potential conflicts of interest and existing business relationships they may have with the District. The District may reject a proposal from any proponent that the District judges would be in a conflict of interest if the Proponent is awarded a contract.

23 CONFIDENTIALITY

Proponents should be aware that the District is subject to the provisions of the Freedom of Information and Protection of Privacy Act (FOIPPA). All proposals will be held in confidence by the District unless otherwise required by law.

24 PROPOSAL DOCUMENTS

All documents submitted to the District in response to this RFP or as part of any subsequent negotiation will become the property of the District and will not be returned.

25 NO COLLUSION

By submitting a Proposal, the Proponent, and each firm, corporation or individual member of the Proponent represents and confirms to the District that the proponent has prepared its Proposal without any connection, knowledge, comparison of figures, arrangements or collusion with any other person or persons submitting or participating in this RFP.

26 LIABILITY FOR ERRORS

While the District has used considerable efforts to ensure information in the Request for Proposal is accurate, the information contained in the RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the District, nor is it intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

27 ENQUIRIES

All enquiries specific to the request for proposal shall be directed to:

Andrew Peat, CAO

Salt Spring Island Fire Protection District
corpadmin@saltspringfire.com
Phone: 250-537-2531

Information obtained from any other source should not be relied upon. The District may choose to distribute response to enquiries to all proponents. Questions will be answered if time permits.

FORMAT FOR PROPOSAL SUBMISSION:

The following should be included in a proposal, in the following order.

1. Title Page

“Salt Spring Island Fire Protection District Website Redesign Proposal” [Company Name]
[Company Address]
[Website Address]
[Telephone number]
[Fax number]
[e-mail address]
[Name of primary contact person]

2. Cover Letter

Introductory cover letter signed by the authorized signatory of the Proponent, outlining the proposal and stating that the information contained in the proposal accurately describes the services to be provided. The cover letter should not exceed 2 pages in length.

3. Proponent Profile and Reference

A description of the proponent’s organization, size, areas of expertise, and length of time in operation (provided in accordance to Section 6 of this RFP). This will include references.

4. Project Plan

Outline of proposed method of service delivery and confirmation that the proponent is able to meet requirements of proposed form of contract attached as *Appendix B* and other requirements

5. Proposal

The body of the proposal should present and discuss proposed solutions, including the features, benefits and uniqueness of the solutions as to how they relate to Section 5-Scope of Services of this RFP.

6. Scheduling/Timelines

The proposal will include a schedule for the provision and completion of the services (start-up, information gathering, site visits, preliminary plans, etc. as applicable). It is expected that the website will be operational by the end of XXXX, XX 2017.

7. Fees and Disbursements

The proposal will set out all fees and disbursements to be charged to the District for the provision of the services, and shall break out amounts for each project phase and service component, as applicable. All amounts shall be in Canadian dollars, inclusive of all fees, include a detailed breakdown of disbursement charges and be exclusive of taxes.

Phase 1:	Discovery, Requirements Planning and Site Definition
Phase 2:	Site Design and Content Migration
Phase 3:	Site Development, Testing, Training, and Deployment

A total proposed price for completing the Project (“Total Proposed Price”) should also be included.

CONSULTING SERVICES AGREEMENT (SAMPLE)

THIS AGREEMENT dated for reference this day _____ of _____, 2016

BETWEEN:

SALT SPRING ISLAND FIRE PROTECTION DISTRICT

105 Lower Ganges Road
Salt Spring Island
BC V8K 2T1
(the "District")

AND

COMPANY

address

(the "Contractor")

GIVEN THAT the District wishes to engage the services of the Contractor as an independent contractor to develop and implement a redesigned municipal website and provide technical and consulting services as detailed in the Request for Proposals (Schedule "A"), and contractor submission (Schedule "B"), and the Contractor wishes to provide such services to the District in accordance with the terms and conditions of this agreement;

THIS AGREEMENT is evidence that in consideration of payment of \$1.00 paid by each party to the other (the receipt and sufficiency the Contractor acknowledges), and in consideration of the promises exchanged below, the District and the Contractor agree with each other as follows:

Definitions

1. In this agreement, in addition to the words defined above,
 - a. "Contractor's Proposal" means the Contractor's written proposal to the District for performance of the Services, dated _____, a copy which is attached as Schedule B.
 - b. "Personnel" means any individuals identified by name in the Contractor's Proposal and an individuals employed or otherwise engaged by the Contractor to perform the Services with the prior consent of the District.
 - c. "RFP" means the Request for Proposals for the services issued by the District dated _____, and attached as Schedule "A".
 - d. "Specifications" means all the specifications and other requirements for the Services set out in the RFP.

- e. "Services" means the acts, services and work described in the RFP and all acts, services and work necessary to achieve the objectives set out in the RFP.
- f. "District Representative" means the Chief Administrative Officer (CAO) or such other person as the District may appoint in writing.

Services To Be Performed by the Contractor

- 2. The Contractor agrees to perform the Services and shall do so in accordance with the Specifications, all Standards and the terms and conditions of this Agreement. The Contractor shall:
 - a. Supply all the labour, and other things necessary to perform the Services in accordance with this Agreement;
 - b. Obtain, maintain in good standing and comply with the terms of all governmental approvals;
 - c. Perform promptly and safely all of its obligations under this Agreement;
 - d. Be just and faithful in the performance of its obligations under this Agreement, in its dealings with the public and in its dealings with the District and the District representative; and
 - e. Pay all costs and expenses whatsoever associated with performing the Services and its other obligations under this Agreement.

Effective Date and Term

- 3. This Agreement takes effect immediately upon execution by all of the Parties.
- 4. The Contractor shall provide the Services during the time period set out in Schedule A, regardless of the date of execution or delivery of this Agreement unless an extension of the time period is agreed to in writing by both parties.

Contractor Personnel

- 5. The Contractor will perform the Services using only the Personnel named in the Contractor's Proposal, unless otherwise approved in writing by the District Representative.

Warranty As To Quality of Services

- 6. The Contractor represents and warrants to the District that the Contractor and the Personnel have the education, training, skill, experience and resources necessary to perform the Services in accordance with this Agreement and the Contractor acknowledges and agrees that the District has entered into this Agreement relying on the representations and warranties in this section.
- 7. The Contractor will perform the Services in accordance with all applicable enactments and laws, and with all relevant codes, rules, regulations and standards of any professional or industry organization or association,

Remuneration and Reimbursement

8. During the term of this Agreement, the Salt Spring Island Fire Protection District shall pay the Contractor for the performance of the Services as follows:

Fees of \$_____ as outlined in the Contractor's proposal

9. The Salt Spring Island Fire Protection District shall not pay the Contractor for any fees or expenses in excess of any limit specified in Schedule A, except where that is agreed to in writing by all parties.
10. The District shall be responsible for paying any goods and services taxes and provincial sales taxes payable with respect to the provision of the services to the District.
11. Not more than once each month, the Contractor may deliver an invoice to the District, in respect to the immediately preceding month, setting out the aggregate amount of fees and disbursements claimed for Services performed in that preceding month. The District shall, to the extent the District is satisfied the fees and disbursement are for Services satisfactorily performed by the Contractor, pay the Contractor the fees and disbursements claimed in any invoice delivered in accordance with this section, within 30 days after delivery of such invoice to the District.
12. The District may hold back payment or set off against payment if, in the opinion of the District acting reasonably, the Contractor has failed to comply with any requirements of the Contract.
13. Any expense claims provided by the Contractor to the Salt Spring Island Fire Protection District shall be supported by proper receipts.

Indemnity

14. The Contractor shall indemnify, and save harmless, the District, and its elected and appointed officials, employees, contractors and agents, from and against all claims, losses, damages, costs, expenses (including legal fees and disbursements), liabilities, actions and proceedings, suffered, made, incurred, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner caused by, based upon, occasioned by or attributable to, any willful or negligent act or omission, or other actionable wrong, on the part of the Contractor, its employees, contractors or agents, connected with the performance or breach of this Agreement by the Contractor. The Contractor's obligations under this section shall survive the expiry or earlier termination of this Agreement.

Workers Compensation

15. If required, the Contractor shall, at all times, in providing the Services and otherwise performing its obligations under this Agreement, comply with the *Workers Compensation Act* (British Columbia) and all regulations and orders from time to time in force thereunder, including the Occupational Health and Safety Regulation, and, upon request from the District, provide evidence of any required registration under that Act and evidence of compliance with any requirement under that Act to make any payments or pay assessments.

Termination or Suspension at the District's Discretion

16. Despite the rest of this agreement, the District may, in its sole discretion, by giving notice to the Contractor, terminate or suspend all or any part, of the Services. If the District terminates or suspends all or part of the Services under this section, the Contractor may deliver an invoice to the District for the period between the end of the month for which the last invoice was delivered by the Contractor and the date of termination or suspension, and sections 6 and 7 apply. The Contractor is not entitled to, and irrevocably waives and releases, damages or compensation for costs incurred, loss of profit, or loss of opportunity, directly or indirectly arising out of termination or suspension of all, or any part, of the Services.

Termination for Default

17. Despite the rest of this agreement, the District may terminate all, or any part of, the Services, by giving notice of termination to the Contractor, which is effective upon delivery of the notice, if:
 - (a) the Contractor breaches this agreement and the Contractor has not cured the breach, or is not diligently pursuing a cure for the breach to the satisfaction of the District, in the District's sole discretion, within five days after notice of the breach is given to the Contractor by the District; or
 - (b) the Contractor becomes bankrupt or insolvent, a receiving order is made against the Contractor, an assignment is made for the benefit of its creditors, an order is made or resolution passed for the winding up or dissolution of the Contractor, or the Contractor takes the benefit of any enactment relating to bankrupt or insolvent debtors.
18. Without limiting any other right or remedy available to the District, if the District terminates part or all of the Services under this section, the District may arrange, upon such terms and conditions and in such manner as the District considers appropriate, for performance of any part of the Services remaining to be completed, and the Contractor is liable to the District for any expenses reasonably and necessarily incurred by the District in engaging the services of another person to perform those Services. The District may set off against, and withhold from amounts due to the Contractor such amounts as the District determines, acting reasonably, are necessary to compensate and reimburse the District for the expenses described in this section.

Confidential Information

19. Except as required by law, the Contractor must not, during or after the Term, divulge or disclose any secret or confidential information, or any information that the Contractor receives in connection with this agreement which in good faith or good conservancy ought not be disclosed.

Contractor's Obligations

20. The Contractor agrees to indemnify and save harmless the Salt Spring Island Fire Protection District from and against any and all manner of actions, claims and demands which maybe made against it in respect of any fees, assessments, levies, rates, or other charges made, demanded, assessed or otherwise claimed by any provincial or federal; government or other body of competent jurisdiction in respect of any monies paid to the contractor under this Agreement.

21. The Contractor shall supply and pay for all labour and materials necessary or advisable to provide the services.
22. The Contractor shall, upon request, fully inform the Salt Spring Island Fire Protection District of all work done in connection with providing the Services.

Records

23. The contractor:
 - a. Shall keep proper accounts and records of its performance of the Services, including invoices, receipts and vouchers, which shall at all reasonable times be open to audit and inspection by the District, which may make copies and take extracts from the accounts and records; and
 - b. Shall afford facilities and access to accounts and records for audit and inspection by the District and shall furnish the District with such information as the District may from time to time require regarding those documents.
24. If the District terminates all or part of the Services under this agreement, the Contractor must immediately deliver to the District, without request, all Service-related documents in the Contractor's possession or under its control.

Copyright and Ownership of Intellectual Property

25. The Contractor irrevocably grants to the District the unrestricted license for the District to use and make copies of for the District's purposes and activities, any work whatsoever generated by or on behalf of the Contractor in performing the Services in which copyright may exist. Without limiting the foregoing, the Contractor irrevocably grants to the District the unrestricted license for the District to use all technical information and intellectual property, including inventions, conceived or developed, or first actually reduced to practice, in performing the Services. The Contractor agrees that the license granted by this section includes the right for the District, at any time, to adapt, use and modify all such technical information and intellectual property for the District's uses set out above.

Agreement for Services

26. This is an agreement for the performance of services and the Contractor is engaged under the agreement as an independent contractor for the sole purpose of providing the Services. Except as is otherwise expressly prescribed in this agreement, neither the Contractor nor any of its employees or contractors is engaged by the District as an employee or agent of the District. The Contractor is solely responsible for any and all remuneration and benefits payable to its employees and contractors, and all payments or deductions required to be made by any enactment, including those required for Canada Pension Plan, employment insurance, workers' compensation and income tax. This agreement does not create a joint venture or partnership, and the Contractor has no authority to represent or bind the District in any way.

Conflict of Interest

27. The Contractor must not perform, for gain, any services for any person other than the District, or have an interest in any contract other than this agreement, if the District determines, acting reasonably, that performance of the services, or the Contractor's interest in the contract, creates a conflict of interest between the obligations of the Contractor to the District under this agreement and the obligations of the Contractor to the other person or between the obligations of the Contractor to the District under this agreement and the Contractor's pecuniary interest.

Assignment

28. No part of this agreement may be assigned or subcontracted by the Contractor without the prior written consent of the District, and any assignment or subcontract made without that consent constitutes a breach by the Contractor of this agreement. The Contractor agrees that, among other things, the District may refuse its consent if the District, in its sole discretion, determines that the proposed assignee or subcontractor has not got the skill, experience or corporate resources necessary to perform the Services. A permitted subcontract does not relieve the Contractor from any obligation already incurred or accrued under this agreement or impose any liability upon the District.

General

29. Time is of the Essence for this Agreement.

30. Parties may, by written agreement, amend this Agreement.

31. Every reference to each party is deemed to include the heirs, executors, administrators, corporate successors, servants, employees, agents, contractors, officers, licensees, and invitees of such party, wherever the context so requires or permits.

32. Unless otherwise specified in this Agreement, all references to currency are in Canadian dollars.

33. If any portion of this agreement is held to be illegal or invalid by a court of competent jurisdiction, the illegal or invalid portion must be severed and the decision that it is invalid shall not affect the validity of the remainder of the Agreement.

34. This Agreement ensures to the benefit and is binding upon the parties and their respective successors, trustees, administrators and receivers, despite any rule of law or equity to the contrary.

Interpretation and Governing Law

35. In this agreement

- a. Reference to the singular includes a reference to the plural and vice versa, unless the context requires otherwise;
- b. Reference to a particular numbered section or Schedule is a reference to the correspondingly number section or Schedule of this Agreement;
- c. The word "enactment" has the meaning given to it in the Interpretation Act (British Columbia) on

- the reference date of this Agreement;
- d. Reference to any enactment is a reference to that enactment as amended, unless otherwise expressly provided;
 - e. Reference to a month is a reference to a calendar month; and
 - f. Section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement.

36. This Agreement shall be construed in accordance with the laws of the Province of British Columbia. Without limitation, the Contractor acknowledges that this Agreement is subject to the *Freedom of Information and Protection of Privacy Act*.

Entire Agreement

37. The provisions in this Agreement constitute the entire agreement between the parties and supersede all previous communications, representations, warranties, covenants and agreements whether verbal or written, between the parties with respect to the subject matter of this agreement.

Notice

38. Any notice, direction, demand, approval, certificate or waiver which may be or is required to be given under this agreement must be in writing and delivered personally or by courier or sent by fax or e-mail, addressed as follows:

(a) To the District:

Salt Spring Island Fire Protection District
105 Lower Ganges Road,
Salt Spring Island
BC V8K 2T1
Fax Number: (250) 537-2531
E-mail Address:
corpadmin@saltspringfire.com
Attention: Andrew Peat, CAO

(b) To the Contractor:

Contractor's name and address
Fax Number:
E-mail Address:
Attention:

or to such other address, e-mail address or fax number of which notice has been given as provided in this section.

39. Any notice, direction, demand, approval or waiver delivered is to be considered given on the next business day after it is dispatched for delivery. Any notice, direction, demand, approval or waiver sent by fax or e-mail is to be considered given on the day it is sent, if that day is a business day and if that day is not a business day, it is to be considered given on the next business day after the date it is sent.

Waiver

RFP Website Redesign

40. Waiver of any default by either party must be expressed and in writing to be effective, and a waiver of a particular default does not waive any other default.

As evidence of their agreement to be bound by this Agreement, the parties have executed this Agreement below, on the respective dates written below.

SALT SPRING ISLAND FIRE PROTECTION DISTRICT
by its authorized signatories:

Signed, sealed and Delivered)
in the presence of)

_____)

Witness:)
_____)

Address:)
_____)

Occupation:)
_____)

_____ Name: