

# **Request for Proposals: SLRD Fire Services Resiliency Project**



**Issue Date: Wednesday, May 28, 2025**  
**Closing Date: 4:00 PM on Friday, June 27,**  
**2025**

**Contact: Rob Van Doorn, Regional Fire Chief**

**Issue Date:** Wednesday, May 28, 2025  
**Closing Time and Date:** 4:00 PM on Friday June 27, 2025

**QUERIES**

Queries and requests for clarification related to this Request for Proposals (“**RFP**”) are to be submitted, in writing, to the following contact person (the “**Contact Person**”).

Rob Van Doorn, Regional Fire Chief, Squamish-Lillooet Regional District  
E-mail: [rvandoorn@slrd.bc.ca](mailto:rvandoorn@slrd.bc.ca)

The Squamish-Lillooet Regional District (“**Regional District**”) will determine, at its sole discretion, whether the query requires response and such responses will be made available to all by issue of addenda posted on the Regional District’s website ([www.slrd.bc.ca/](http://www.slrd.bc.ca/)). No verbal conversation will affect or modify the terms of this RFP.

**PROPOSERS’ MEETING:**

A proposers meeting will not be held.

The Request for Proposals consists of the following:

- This Page;
- Section 1 Administrative Requirements;
- Section 2 Instructions to Proposers;
- Section 3 Project Details;
- Section 4 General Conditions; and
- Section 5 Schedules.

**PROPOSER SECTION:**

(A person authorized to sign on behalf of the Proposer **must** complete and sign below and submit this page as part of the Proposal)

- **The accompanying Proposal is submitted in response to the above-referenced Request for Proposals, including any addenda.**
- **Through submission of the Proposal, the Proposer agrees to the terms and conditions of the Request for Proposals and agrees that any inconsistent provisions in the Proposal will be as if not written and do not exist.**
- **The Proposer has carefully read and examined the Request for Proposals (including the Administrative Requirements) and has conducted such other investigations as were prudent and reasonable in preparing the Proposal.**
- **The Proposer agrees to be bound by statements and representations made in Proposal.**

*Legal Name of Proposer (include “Doing Business As” name, if applicable):* \_\_\_\_\_

*Address of Proposer:* \_\_\_\_\_

*Phone Number/Fax Number/Email Address of Proposer:* \_\_\_\_\_

*Signature of Authorized Representative:* \_\_\_\_\_

*Printed Authorized Representative’s Name and Title (i.e. President, Director, etc.):*  
\_\_\_\_\_

## 1. Administrative Requirements

### A. Definitions

Throughout this RFP, the following definitions apply:

“Contract” means the written agreement resulting from this RFP executed by the SLRD and the Contractor;

“Contractor” means the successful Proponent to this RFP who enters into a written Contract with SLRD;

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

“Proponent” means an individual or company that submits (or intends to submit) a Proposal;

“Proposal” means the document submitted by the Proponent;

“SLRD” means the Squamish-Lillooet Regional District;

“RFP” means the process described in this document;

“should” or “desirable” means a requirement having a significant degree of importance to the RFP.

### B. Terms and Conditions

The following terms and conditions will apply to this RFP. Submission of a Proposal in response to this RFP indicates acceptance of all the terms herein and that are included in any addenda issued by the SLRD. Provisions in Proposals that contradict any of the terms of this RFP will be as if not written and do not exist.

### C. Acknowledgment Form

The Proponent is advised to complete and return the Acknowledgment Form attached hereto as Schedule A. This form may be delivered by fax or email and will facilitate the further receipt by the Proponent of any addenda to the RFP.

### D. Addenda

Whether or not the Proponent has returned the Acknowledgment Form, the Proponent is required to regularly check the SLRD’s website for any updated information and

addenda issued before the closing date. If there is any discrepancy in the RFP documentation, the SLRD’s original file will prevail.

### E. Late Proposals

A Proposal will be marked with its receipt time at the closing location. Only a Proposal received and marked before the closing time will be considered to have been received on time. A Proposal received after the closing time may not be considered. In the event of a dispute, the receipt time of the Proposal is as recorded by the SLRD at the closing location will prevail. The Proponent is advised to verify prior to the closing time that the SLRD has received the Proposal.

### F. Eligibility

A Proposal may not be evaluated if the Proponent’s current or past corporate or other interests may, in the SLRD’s opinion, give rise to a conflict of interest in connection with the project described in this RFP. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent is advised to consult with the Contact Person prior to submitting a Proposal.

### G. Evaluation

The evaluation of the Proposal will be by staff of the SLRD but may include consultants/contractors of the SLRD. The SLRD’s intent is to enter into a Contract with the Proponent who has been evaluated as having the most desirable proposal.

The SLRD may, at its discretion, request clarifications or additional information from Proponents with respect to any Proposals, make such requests to only selected Proponents, and consider such clarifications or additional information in evaluating the Proposals.

### H. Negotiation/Negotiation Delay

The SLRD reserves the right, prior to awarding the Contract, to negotiate changes to the scope of work (including pricing to meet budget) with the successful Proponent without advising any other Proponent or allowing any other Proponent to vary their Proposal as a result of the changes to the scope of work or to the contract documents and the SLRD may enter into a changed or different contract with the successful Proponent without liability to Proponents who were not awarded the Contract.

If a Contract cannot be negotiated within 14 days of notification of the successful Proponent, the SLRD may, at its sole discretion at any time thereafter, terminate negotiations with such Proponent and either negotiate a Contract with the next qualified Proponent, reissue the RFP, or terminate the RFP process and not enter into a Contract with any of the Proponents.

**I. Request for Debriefing**

Unsuccessful Proponents may request a debriefing with the SLRD, which may, at the SLRD's option, be conducted via telephone or email. However, the SLRD will not provide information regarding the other Proposals.

**J. Alternative Solutions**

If alternative solutions are to be offered, the Proponent should consult with the Contact Person prior to submitting the Proposal.

**K. Changes to Proposals**

By submission of a clear and detailed written notice, the Proponent may amend or withdraw its Proposal prior to the closing date and time. Upon closing time, all Proposals become final. The Proponent will not change the wording of the Proposal after closing and no words or comments will be added to the Proposal unless requested by the SLRD for purposes of clarification.

**L. Proponents' Expenses**

The Proponent is solely responsible for its own expenses in preparing the Proposal and in subsequent negotiations with the SLRD, if any. Regardless of whether or not the SLRD elects to reject all Proposals, the SLRD will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the Proposal, loss of anticipated profit in connection with any final Contract, or any other cause of action whatsoever.

**M. Limitation of Damages**

Further to the preceding paragraph, the Proponent, by submitting a Proposal, agrees that it has no cause of action, for any reason whatsoever, relating to the Contract or in respect of the competitive process, in excess of an amount equivalent to the reasonable

costs incurred by the Proponent in preparing the Proposal and the Proponent, by submitting a Proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

**N. Proposal Validity**

Proposals will be open for acceptance for at least 90 days after the closing time. The accuracy and completeness of the Proposal shall be the sole responsibility of the Proponent and any errors or omissions shall be corrected at the Proponent's expense.

**O. Firm Pricing**

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

**P. Currency and Taxes**

Prices quoted are to be:

- in Canadian dollars;
- inclusive of all fees;
- exclusive of disbursements, for which a detailed estimate shall be provided by the Proponent; and
- inclusive of all applicable taxes, broken out.

**Q. Completeness of Proposal**

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

**R. Subcontracting**

The use of a subcontractor(s) (who should be identified in the Proposal) may be acceptable. This includes a joint submission by two Proponents having no formal corporate links. However, in this case, one of these Proponents must be prepared to take overall responsibility for successful performance of the Contract and this should be defined in the Proposal.

However, a proposed subcontractor whose current or past corporate or other interests may, in the SLRD's opinion, give rise to a conflict of interest in connection with the subject-matter of the RFP may not be acceptable. This includes, but is not limited to, a subcontractor involved in the preparation of this RFP. If a Proponent is in doubt as to whether a proposed subcontractor may give rise to a conflict of interest, the

Proponent should consult with the Contact Person prior to submitting a Proposal.

Where applicable, the names of approved sub-contractors listed in the Proposal will be included in the Contract. The addition of new subcontractors, or any other changes to the subcontractor list, as set out in the Contract will not be allowed without the written consent of the Regional District.

**S. Acceptance of Proposals**

This RFP is not an agreement to purchase goods or services. The SLRD is not bound to enter into a Contract with the Proponent who submits the lowest priced Proposal or with any Proponent. The SLRD will assess Proposals in light of the evaluation criteria. The SLRD is under no obligation to receive further information, whether written or oral, from any Proponent.

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

**T. Definition of Contract**

Notice in writing to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

**U. Contract**

By submitting a Proposal, the Proponent agrees that should its Proposal be successful the Proponent will enter into a Contract with the SLRD in substantially the terms set out in Schedule C.

**V. Liability for Errors**

While the SLRD has used considerable efforts to ensure information in this RFP is accurate, the information contained in this RFP is supplied solely as a guideline for the Proponents. The information is not guaranteed or warranted to be accurate by the SLRD, nor is it necessarily comprehensive or

exhaustive. Nothing in this RFP is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

**W. Modification of Terms**

The SLRD reserves the right to modify the terms of this RFP at any time in its sole discretion. This includes the right to cancel this RFP at any time prior to entering into a Contract with the successful Proponent.

**X. Ownership of Proposals**

All Proposals submitted to the SLRD become the property of the SLRD. They will be received and held in confidence by the SLRD, subject to the provisions of this RFP and the *Freedom of Information and Protection of Privacy Act*.

**Y. Use of Request for Proposals**

Any portion of this document, or any information supplied by the SLRD in relation to this RFP may not be used or disclosed, for any purpose other than for the submission of the Proposal. Without limiting the generality of the foregoing by submission of the Proposal, **the Proponent agrees to hold in confidence all information supplied by the SLRD in relation to this RFP.**

**Z. Reciprocity**

The SLRD may consider and evaluate a Proposal from other jurisdictions on the same basis that the government purchasing authorities in those jurisdictions would treat a similar Proposal from a British Columbia supplier.

**AA. No Lobbying or Solicitation**

The Proponent must not attempt to communicate directly or indirectly with any employee, contractor or representative of the SLRD, including the members of the evaluation team and any elected officials of the SLRD, or with members of the public or the media, about the project described in this RFP or otherwise in respect of the RFP, other than as expressly directed or permitted by the SLRD herein or otherwise.

**BB. Collection & Use of Personal Information**

The Proponent is solely responsible for familiarizing itself and for ensuring that it complies, with the laws applicable to the collection and dissemination of information, including resumes and other personal information

concerning employees and employees of any subcontractors. If this RFP requires the Proponent to provide the SLRD with personal information of employees or subcontractors who have been included as resources in response to this RFP, the Proponent will ensure that it has obtained written consent from each of those persons before forwarding such personal information to the SLRD. Such written consents are to specify that the personal information may be forwarded to the SLRD for the purposes of responding to this RFP and use by the SLRD for the purposes set out in the RFP. The SLRD may, at any time, request the original consents or copies of the original consents from the Proponent, and upon such request being made, the Proponent will immediately supply such originals or copies to the SLRD.



## **2. INSTRUCTIONS TO PROPONENTS**

### **A. DESCRIPTION OF SERVICES**

The Squamish-Lillooet Regional District (SLRD) invites Proponents to submit proposals for a **SLRD Fire Services Resiliency Project**. This project aims to address existing gaps in policy and governance, explore future models for delivering fire services, and collaborate directly with fire services operated by third party, not-for-profit organizations to help support resilient, sustainable, and compliant operations. A key outcome of this work is the practical implementation of updated policies, bylaws, and service agreements, along with (when needed) assistance provided directly to fire services operated by third party, not-for-profit organizations.

*(See **Schedule B – Scope of Work** for details.)*

### **B. TERM**

The anticipated term of the Contract is approximately 12 months, starting on or about July 7, 2025, and concluding on or about July 7, 2026, unless extended or concluded earlier by mutual agreement.

### **C. RFP DOCUMENTS**

The RFP document package is available for downloading in Portable Document Format (PDF) at:

- the Regional District website at [www.slrd.bc.ca/inside-slrd/contracting-opportunities](http://www.slrd.bc.ca/inside-slrd/contracting-opportunities); and
- [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca) by browsing for opportunities by organizations and selecting Squamish–Lillooet Regional District.

### **D. QUERIES**

Queries and requests for clarification related to this RFP are to be submitted, in writing (via email only), to the Contact Person:

Rob Van Doorn, Regional Fire Chief  
Squamish-Lillooet Regional District  
Email: [rvandoorn@slrd.bc.ca](mailto:rvandoorn@slrd.bc.ca)

The SLRD will determine, at its sole discretion, whether queries require responses and such responses will be made available to all by issue of addenda posted on the SLRD’s website ([www.slrd.bc.ca](http://www.slrd.bc.ca)) and BC Bid. No verbal conversation will affect or modify the terms of this RFP.

### **E. CLOSING DATE AND TIME AND PROPOSAL OPENING**

Proposals must be received by the SLRD in electronic form on or before 4:00 PM (local time) on Friday, June 27, 2025. Late proposals will not be accepted.

Proposals will not be opened in public.

### **F. PROPOSAL FORMAT**

The SLRD requests that the following format and sequence be followed in order to provide consistency in considering proposals.

- Title Page, including RFP title, Proponent’s name, address, phone number, email address, name of representative and form of business organization (sole proprietorship, partnership, corporation, corporation number etc.);
- Proponent’s section (see Page 2 of this document) *as filled out, signed and dated by the Proponent*;
- Letter of Introduction (1 page), identifying the Proponent, the key contacts and their contact information, previous experience in similar projects and contact information for references;
- The body of the proposal, including, but not limited to:
  - Understanding of Project and regional context
  - Methodology and workplan (including engagement and implementation strategies)
- A budget worksheet which includes hourly/day/travel rate, costs by task/ phase of the project, and disbursement estimates (see Schedule C)
- References (minimum two, with contact information)

**G. SUBMISSION OF PROPOSALS**

Proposals must be submitted to the SLRD in electronic form via email to [rvandoorn@slrd.bc.ca](mailto:rvandoorn@slrd.bc.ca). Paper documentation will not be accepted. Submissions must be less than 150 MB. Any submission greater than 150 MB must be separated into 2 emails.

**H. EVALUATION CRITERIA**

Proponents must meet or exceed mandatory requirements and must demonstrate in their proposal that they have a clear understanding of the RFP requirements. Proponents need to articulate their proposals intentions and expectations indicating how they will fulfil the requirements set out in Schedule “B” and what they will provide in order to meet the objectives of this project. The criteria for evaluation of the Proposals may include, but is not limited to:

Evaluation Criteria	Weight (%)
Understanding of the Project and Regional Context	15%
Methodology and Approach (incl. engagement with interest groups and implementation support)	25%
Relevant Experience and Qualifications of Key Personnel	20%
Work Plan, Timeline, and Implementation Strategy	20%
Budget, including Cost Effectiveness and Value	15%
References and Past Performance	5%

**3. PROJECT DETAILS**

**A. SCOPE OF WORK**

See **Schedule B** – Scope of Work.

**B. BACKGROUND INFORMATION**

The [2013](#) and [2024](#) Fire Services Reviews identified opportunities to enhance the SLRD's regional fire services, emphasizing the need for clear service delivery frameworks, increased support for rural areas, and modernized policy structures. The SLRD Board has authorized funding to engage an external consultant to implement these recommendations.

### **C. TERMS OF PAYMENT**

The Proponent must specify in the Proposal the terms of payment required for the duration of the project (if more frequent than a monthly invoicing cycle.)

### **D. COSTS**

The Proponent will provide an hourly rate and estimated number of hours for the work necessary to complete the scope of work as set out in Schedule "B". The hourly rate provided will also apply to any approved extras in the event of changes in the scope of work (for clarity, please note any changes to the scope of work must be authorized in advance and in writing by the SLRD). A budget worksheet is to be provided (see Schedule "C"). The maximum contract price for all services provided is \$75,000 plus GST.

## **4. GENERAL CONDITIONS**

### **A. INSURANCE**

The Proponent must have the following insurance coverage:

- Commercial general liability insurance providing coverage for death, bodily injury, property loss and damage and all other losses arising out of or in connection with the provision of the Services in an amount not less than three million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate, naming the SLRD as additional insured;
- Automobile liability insurance providing coverage on all vehicles owned, operated or licensed in the name of the Proponent in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, death and damage to property;
- Proponent's equipment insurance in an all risks form covering machinery and equipment used for the performance of the Services.

### **B. WORKSAFEBC**

The Proponent must provide proof of WorkSafeBC coverage (or if applicable proof that WorkSafeBC coverage is not required).

### **C. COMPLIANCE**

The work to be carried out must comply with and be in accordance with all provincial and local government laws, permits, regulations and policies.

### **D. INDEMNITY**

Except to the extent arising out of the negligent acts or omissions of the SLRD and its elected officials, officers, employees, volunteers, contractors, agents, successors and assigns, as determined by a court of competent jurisdiction, the Proponent/Contractor shall release, indemnify and save harmless the SLRD and its elected officials, officers, employees, volunteers, contractors, agents,



successors and assigns from and against any and all liabilities, actions, damages, claims, losses, costs and expenses whatsoever (including, without limitation, the full amount of all legal fees and disbursements) in any way directly or indirectly arising out of or caused, in whole or in part, by the Proponent/Contractor, its officers, directors, employees, agents, or assigns in the performance of this Agreement herein, as determined by a court of competent jurisdiction. This release and indemnity shall survive notwithstanding the completion of the Services under this Agreement and/or the expiry or termination of this Agreement.

The indemnity provided by the Proponent/Contractor to the SLRD will not in any way be limited or restricted by the insurance requirements or by limitations on the amount or type of damages, compensation or benefits payable under the Workers' Compensation Act or any other similar statute.

## **5. SCHEDULES**

- **Schedule A:** Acknowledgment Letter
- **Schedule B:** Scope of Work
- **Schedule C:** Budget Proposal
- **Schedule D:** Draft Services Agreement



**SCHEDULE A – ACKNOWLEDGMENT LETTER**

*(Please complete and return to ensure receipt of any RFP addenda.)*

We presently intend to provide a Proposal in respect of the “**SLRD Fire Services Resiliency Project**” RFP.

Signature

---

Company Name

---

Name (please print)

---

Address

---

Title

---

Phone Number

---

Date

---

Email Address

**Return immediately to:**  
**Rob Van Doorn, Regional Fire Chief**  
**Email: [rvandoorn@slrd.bc.ca](mailto:rvandoorn@slrd.bc.ca)**

## SCHEDULE B – SCOPE OF WORK

### Overview

The Squamish-Lillooet Regional District (SLRD) completed comprehensive Fire Service Reviews in 2013 and 2024. Both reviews identified a significant divide between two broad categories of fire protection services operating within the region:

#### 1. SLRD-Managed and Contracted Fire Departments:

- These departments are required to meet the Office of the Fire Commissioner (OFC) Minimum Training Standards, operate under formal oversight by the local authority, and provide direct, consistent, and recognized services to their communities.

#### 2. Independently Managed Fire Protection Service Establishments:

- These services operate in relative isolation since their inception, and deliver a variety of services, some undefined and undeclared. They are not yet considered to be appropriately established through policy as formal emergency services.

For the second group, the absence of a policy structure or defined service mandate has resulted in varying operational outcomes and unclear service expectations of participating volunteers. These service models may face challenges in meeting foundational firefighting regulations in the current structure, and may or may not align with the expectations of local ratepayers.

The SLRD is committed to building a clear, accountable fire service governance framework that reflects the choices of contributing ratepayers, ensures services are directed to those who fund them, and upholds a safe working environment for all volunteers.

This project seeks to determine what constitutes an appropriate fire service establishment, with the goal of addressing any operational, policy, or governance challenges that might affect safe and effective service delivery. It also aims to re-engage with communities and societies to ensure services are aligned with local needs and effectively mitigate area-specific fire risks.

A key outcome of this initiative will be the practical implementation of updated regional policies, bylaws, and service agreements. Where necessary, the SLRD will also provide direct support to independently managed services such as those being operated by incorporated societies in rural communities as to determine the best path forward.

The following communities are receiving independently managed fire services today:

- Gun Lake
- Bralorne
- Birken
- Pemberton Meadows

While the immediate focus is to ensure all fire service establishments are properly supported to operate safely and effectively, the outcomes of this project are expected to inform broader policy and governance enhancements across all SLRD fire protection services, including processes to support newly emerging fire services (e.g. Gold Bridge). This work will support the development of a connected, cohesive regional fire services framework.

## **Project Objectives**

- Develop a clear policy and governance framework for all SLRD fire services.
- Define service levels, accountability mechanisms, and administrative expectations.
- Improve coordination and communication between the SLRD and all service operators.
- Support services in transitioning to standardized models where appropriate.
- Directly implement updated governance and operational structures in a collaborative way.

## **Approach**

A collegial and inclusive process is essential. The successful proponent will:

- Leverage findings from the 2013 and 2024 Fire Service Governance Reviews.
- Engage interest groups at all levels, including fire department volunteers, society representatives, affected communities, SLRD staff, and elected officials.
- Develop tailored policy options and implementation plans specific to each service context.
- Work directly with communities to determine what services are desired.
- Work directly with society-operated departments to implement structural, administrative, and operational improvements.

## **Key Areas of Work**

### **A. Policy, Procedure, and Bylaw Development**

- Review and recommend updates to relevant fire service bylaws and policies.
- Define minimum service standards (e.g., training, equipment, reporting).
- Develop model memorandums of understanding (MOUs) and/or service agreements.
- Establish compliance, oversight, and reporting structures.

### **B. Community Engagement**

- Conduct surveys and workshops with fire departments and incorporated societies.
- Facilitate community and small group meetings as required to support requirements gathering and governance transitions.
- Identify community-specific challenges, needs, and capacity-building opportunities.

### **C. Implementation Support**

- Collaborate directly with fire departments to support transition planning, alignment with SLRD bylaws and standards, and the adoption of governance frameworks.
- Assist with change management, administrative tools, and ongoing capacity development.
- Monitor implementation progress and provide support during early-stage transitions.

## **Key Activities**

1. Document Review
2. Engagement with Interest Groups & Consultation

3. Drafting of Policy & Governance Recommendations
4. Presentations to the SLRD Board
5. Implementation Planning
6. Direct Support to Operating Fire Departments During Implementation

## **Deliverables**

### ***SLRD Board Engagement #1***

1. **Engagement with Interest Groups and Communications Plan**
  - A comprehensive plan outlining how key interest groups—including volunteers, societies, staff, and elected officials—will be engaged throughout the project.
2. **Gap Analysis Report**
  - An assessment identifying current gaps in governance, service delivery, training, oversight, and policy across all applicable service establishments
3. **Governance and Service Model Recommendations Report**
  - Recommendations for suitable governance models, service establishment options, and administrative structures based on local context and risk.

### ***SLRD Board Engagement #2***

1. **Draft Policy and Bylaw Amendments**
  - Proposed updates to existing fire service policies and bylaws for review and consideration by the SLRD Board.
2. **Model Agreements and Governance Tools**
  - Draft memorandums of understanding (MOUs), service agreements, and accountability frameworks to support implementation across various fire service models.

### ***SLRD Board Engagement #3***

1. **Implementation Plan**
    - A detailed plan outlining the steps, timelines, and resources required to operationalize recommended governance and service changes.
  2. **Implementation Support Summary Report**
    - A progress report including early implementation outcomes, community case studies, lessons learned, and recommendations for continuous improvement.
-

**Schedule C- Budget Worksheet**

*\*This is a template outlining minimum requirements to be included in the Budget proposal. The proponent is welcome to use this template or their own. Additional detail is appreciated.*

<b>Item</b>	<b>Description/Tasks</b>	<b>Estimated Price (estimated hours x hourly rate)</b>	<b>Other Costs (travel, supplies, etc)</b>	<b>Total</b>
<i>Engagement #1</i>				
Interest Group Engagement Plan				
Gap Analysis Report				
Recommendations Report (Governance Models, Service Options)				
Board Engagement				
<i>Engagement #2</i>				
Draft Policy and Bylaw Amendments				
Model MOUs and/or Service Agreements (templates)				
Board Engagement				
<i>Engagement #3</i>				
Implementation Planning and Support – Gun Lake Fire Protection Society				
Implementation Planning and Support – Bralorne Fire Protection Society				
Implementation Planning and Support – Birken Fire Protection Society				
Implementation Planning and Support –				

Pemberton Meadows Fire Protection Association				
Implementation Planning and Support – Gold Bridge Fire Protection Society (*a formal service establishment is not yet in place)				
Board Engagement				



**SCHEDULE D – DRAFT SERVICES AGREEMENT**

*(A sample contract template follows; the final agreement will be substantially in the form below, subject to modifications.)*

**CONSULTING SERVICES AGREEMENT**

THIS AGREEMENT dated for reference **XXXX, 20XX** is

BETWEEN:

**SQUAMISH-LILLOOET REGIONAL DISTRICT**, a regional district created by letters patent through provincial legislation

(the "Regional District")

AND:

**XXXXXX**, having an office at **XXXXXXXXXX**

(the "Consultant")

GIVEN THAT:

- A. The Regional District wishes to engage the Consultant for the provision of services as described in the Request for Proposals **SLRD Fire Services Resiliency Project** issued by the Regional District on or about **XXXX**; and
- B. The Consultant wishes to provide such services to the Regional District in accordance with the terms and conditions of this Agreement;

This Agreement is evidence that in consideration of the promises exchanged below, the Regional District and the Consultant agree with each other as follows:

**Definitions**

1. In this Agreement, in addition to the words defined above,

"Terms of Reference" means:

- (i) the Scope of Work, Budget Proposal, and the Project Work Plan as set out in the RFP; and
- (ii) Consultant’s Proposal dated **XXXX** submitted in response to the RFP and as accepted by the Regional District and attached here as Schedule “A”,

both of which form part of this Agreement. In the event of an inconsistency between this Agreement and the Terms of Reference, this Agreement shall prevail and in the event of an inconsistency between subsection 1(a)(i) and subsection 1(a)(ii), subsection 1(a)(i) shall prevail; and

"Services" means the acts, services and work described in the Terms of Reference and all acts, services and work necessary to achieve the objectives set out in the Terms of Reference.

### **Services to be Performed by the Consultant**

2. The Consultant agrees to perform the Services during the Term, in accordance with the Terms of Reference, on the terms and conditions of this Agreement.

### **Term**

3. The term of this Agreement commences on or about XXXX and ends on or about XXXX (the "Term"), unless terminated earlier in accordance with this Agreement. The term of this Agreement may be extended in the sole discretion of the Regional District.

### **Warranty as to Quality of Services**

4. The Consultant represents and warrants to the Regional District that it will perform the Services:

with that degree of care, skill, diligence normally applied in the performance of services of a similar nature and magnitude to those contemplated by this Agreement at the time and place the Services are rendered;

in accordance with sound current professional practices;

in compliance with all applicable enactments and laws and in compliance with all codes, rules, regulations and standards of any relevant professional or industry organization or association;

with personnel who have the education, training, skill, and experience necessary to perform the Services and such personnel as noted in the Terms of Reference will perform the Services under this Agreement;

in compliance with recommendations and orders of the Provincial Health Officer, in respect of the communicable disease known as COVID-19.

and the Consultant acknowledges and agrees that the Regional District has entered into this Agreement relying on the representations and warranties in this section.

### **Remuneration**

5. In consideration of the Services performed by the Consultant to the satisfaction of the Regional District and in strict conformance with the terms hereof, the Regional District must pay the Consultant the fees prescribed on page XX of Schedule A, on a time and materials basis plus applicable taxes, and in accordance with this Agreement. For clarity, the maximum contract value for fees and eligible disbursements hereunder shall be \$XXXXXXX plus applicable taxes.

### **Invoices**

23. Not more than once each month, the Consultant may deliver an invoice to the Regional District, in respect of the immediately preceding month, setting out the aggregate amount of fees claimed for Services performed in that preceding month.

### **Payment by the Regional District**

23. The Regional District must, to the extent it is satisfied the fees are for Services reasonably and necessarily performed by the Consultant and subject to section 9 and subject to any right of set-off that the Regional District may have, pay the Consultant the fees claimed in the invoice delivered in accordance with section II23, within 30 days after delivery of the invoice to the Regional District.

### **Termination or Suspension at the Discretion of the Regional District**

24. Despite any other section of this Agreement, the Regional District may, in its sole discretion, terminate or suspend all or any part of the Services by giving the Consultant notice of termination or suspension, as the case may be, with such effective date of termination or suspension so noted thereon. If the Regional District terminates or suspends all or part of the Services under this section, then the Consultant is entitled to deliver an invoice to the Regional District for the period between the end of the time period for which the last invoice was delivered by the Consultant under section 6 and the effective date of termination or suspension. The Regional District must, to the extent that it is satisfied the fees are for Services reasonably and necessarily performed by the Consultant, pay the Consultant the fees claimed in such invoice, within 30 days after delivery of such invoice to the Regional District. The Consultant 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 Breach**

25. Despite any other section of this Agreement, the Regional District may, by giving the Consultant notice of termination, immediately terminate all or any part of the Services, if the Consultant:

is in breach of this Agreement and within 5 days of receiving notice of such breach from the Regional District, the Consultant has not cured the breach or is not, to the satisfaction of the Regional District in its sole discretion, diligently pursuing a cure for the breach; or

becomes bankrupt or insolvent, a receiving order is made against the Consultant, an assignment is made for the benefit of the Consultant's creditors, or the Consultant takes the benefit of any enactment relating to bankrupt or insolvent debtors.

Without limiting any other right or remedy available to the Regional District, if the Regional District terminates all or any part of the Services under this section, the Regional District may arrange, upon such terms and conditions and in such manner as it considers appropriate, for performance of any part of the Services remaining to be completed, and the Consultant is liable to the Regional District for any expenses reasonably and necessarily incurred by the Regional District in engaging the services of another person to perform those Services. The Regional District may set off against, and withhold from amounts due to the Consultant such amounts as the Regional District determines, acting reasonably, are necessary to compensate and reimburse the Regional District for the expenses described in this section.

### **Confidential Information**

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

### **Records**

27. The Consultant must:

keep proper accounts and records of its performance of the Services, including invoices, receipts and vouchers, which must at all reasonable times be open to audit and inspection by the Regional District, which may make copies and take extracts from the accounts and records;

keep reasonably detailed records of performance of the Services by the Consultant, which must at all reasonable times be open to inspection by the Regional District, which may make copies and take extracts from the records;

afford facilities and access to accounts and records for audit and inspection by the Regional District and must furnish the Regional District with such information as the Regional District may from time to time require regarding those documents; and

preserve and keep available for audit and inspection, all records described in subsections 110 through 0 for at least two years after completion of the Services or termination of this Agreement, whichever applies.

### **Delivery of Records**

28. If the Regional District terminates all or part of the Services under this Agreement, the Consultant must immediately deliver to the Regional District, without request, all Services-related documents in the Consultant's possession or under its control.

### **Ownership of Intellectual Property**

29. By this section, the Consultant irrevocably grants to the Regional District the unrestricted licence for the Regional 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 Consultant agrees that the licence granted by this section shall exist in perpetuity notwithstanding the expiry or early termination of this Agreement and includes the right for the Regional District, at any time, to adapt, use and modify all such technical information and intellectual property for the Regional District's uses.

### **Agreement for Services**

23. This is an Agreement for the performance of services and the Consultant 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 Consultant nor any of its employees, contractors and representatives is engaged by the Regional District as an employee or agent of the Regional District. The Consultant is solely responsible for any and all remuneration and benefits payable to its employees, contractors and representatives, 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 Consultant has no authority to represent or bind the Regional District in any way.

### **Conflict of Interest**

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

obligations of the Consultant to the other person or between the obligations of the Consultant to the Regional District under this Agreement and the Consultant's pecuniary interest.

### **Assignment of Agreement/Subcontracting of Services**

23. The Consultant must not assign this Agreement (or any part thereof) or subcontract any or all of the Services to be performed under this Agreement without the prior written consent of the Regional District, such consent may be unreasonably withheld. The Regional District may refuse its consent if, among other reasons, it is not satisfied that the proposed assignee or proposed subcontractor, as the case may be, has the education, training, skill, experience or corporate resources necessary to perform the Services. Any assignment or subcontract duly consented to by the Regional District does not relieve the Consultant from any obligation already incurred or accrued under this Agreement or impose any liability upon the Regional District.

### **Time of the Essence**

24. Time is of the essence of this Agreement.

### **Release and Indemnification**

25. Except to the extent arising out of the negligent acts or omissions of the Regional District and its directors, officers, employees, volunteers, contractors, agents, successors and assigns, as determined by a court of competent jurisdiction, the Consultant shall release, indemnify and save harmless the Regional District and its directors, officers, employees, volunteers, contractors, agents, successors and assigns from and against any and all liabilities, actions, damages, claims, losses, costs and expenses whatsoever (including, without limitation, the full amount of all legal fees and disbursements) in any way directly or indirectly arising out of or caused, in whole or in part, by the Consultant and its directors, officers, employees, volunteers, agents, successors and assigns in the performance of the Services herein, as determined by a court of competent jurisdiction. This release and indemnity shall survive notwithstanding the completion of the Services under this Agreement and/or the expiry or termination of this Agreement.

### **Insurance Requirements**

26. The Consultant must obtain and maintain:

Automobile liability insurance coverage throughout the Term in an amount not less than \$2,000,000;

Commercial general liability insurance throughout the Term providing coverage for death, bodily injury, property loss and damage and all other losses arising out of or in connection with the provision of the Services an amount not less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate and shall meet the following requirements:

- (i) name the Regional District as additional insured;
- (ii) include blanket contractual liability coverage, cross liability, and severability of interest;
- (iii) be issued by an insurance company entitled to carry on the business of insurance under the laws of British Columbia;

(iv) be primary without right of contribution from any insurance carried by the Regional District, and will stipulate that it shall not be cancelled or materially changed without first providing thirty (30) days written notice to the Regional District.

(v) stipulate that it not be cancelled or materially changed without the insurer providing the Regional District with 30 days written notice stating when such cancellation or change is to be effective;

(vi) include a deductible not greater than \$5,000 per occurrence;

(vii) be on other reasonable terms acceptable to the Regional District.

The Consultant must provide the Regional District with certificates of insurance confirming the placement and maintenance of such insurance at the signing of the Agreement and thereafter as requested to do so from time to time by the Regional District. If the Consultant's insurance expires or terminates before the end of the Term, the Consultant must deliver a new certificate of insurance evidencing the new policies of insurance not less than ten (10) days before the new policies go into effect.

The above insurance requirements do not in any way reduce the Consultant's obligations to release and indemnify the Regional District as set out in section 18 of this Agreement.

### **WorkSafeBC**

27. The Consultant must provide proof of WorkSafeBC coverage (or if applicable, proof that WorkSafeBC coverage is not required) within 5 days of signing this Agreement and as may be required by the Regional District from time to time throughout the Term. The Consultant is responsible for all fines, levies, penalties and assessments made or imposed under the Workers Compensation Act and regulations relating in any way to the Services.

28. The Consultant must take all precautions reasonably necessary to ensure the safety of the Consultant's personnel and all persons employed, contracted or subcontracted by the Consultant to perform the Services.

### **Severability**

22. If any term or provision of this Agreement is illegal or invalid for any reason whatsoever as determined by a competent court of law, such term or provision shall be severable and the same shall not affect the validity of the remainder of this Agreement

### **Notice**

23. 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:

#### To the Regional District:

Squamish-Lillooet Regional District  
1350 Aster Street, Box 219  
Pemberton, B.C. V0N 2L0  
Fax Number: (604) 894-6526

E-mail Address: \_\_\_\_\_  
Attention: \_\_\_\_\_

To the Consultant:

XXXXXX  
XXXXXX  
XXXXXXX  
E-mail Address: XXXXXXX  
Attention: XXXXXXX

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

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.

**Interpretation and Governing Law**

23. In this Agreement

(a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;

reference to a particular numbered section or Schedule is a reference to the correspondingly numbered section or Schedule of this Agreement;

the word "enactment" has the meaning given to it in the *Interpretation Act* (British Columbia) on the reference date of this Agreement;

reference to any enactment is a reference to that enactment as amended, unless otherwise expressly provided;

reference to a month is a reference to a calendar month; and

section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement.

24. This Agreement is governed by, and is to be interpreted according to, the laws of British Columbia.

**Binding on Successors**

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



### **Entire Agreement**

23. This Agreement is the entire agreement between the parties and it terminates and supersedes all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of this Agreement.

### **Waiver**

24. Waiver of any breach by a party must be express and in writing to be binding on that party, and a waiver of a particular breach does not operate as a waiver any future breach, whether of a like or different character.

### **Freedom of Information and Protection of Privacy Act**

25. The Consultant understands that the Regional District is subject to the *Freedom of Information and Protection of Privacy Act*, RSBC 1996, c. 165 and agrees that this Agreement and the information it contains, and any information supplied by the Consultant to the Regional District in connection with this Agreement, is not implicitly confidential for the purposes of that enactment.

26. The Consultant understands that this Agreement, and the information it contains, may be the subject of an access to information request made to the Regional District under the *Freedom of Information and Protection of Privacy Act* and the Regional District may be obliged by that enactment to disclose all or part of this Agreement and the information it contains and all or part of any information the Consultant supplied to the Regional District in connection with this Agreement, whether or not the Consultant has expressly stipulated that the information in question is confidential for the purposes of that enactment

### **Counterparts**

27. This Agreement may be signed in as many counterparts as may be necessary, each of which so signed will be deemed to be an original and each copy sent by email or electronic facsimile transmissions will be deemed to be an original, and such counterparts together will constitute one and the same instrument and notwithstanding the date or dates of execution will be deemed to bear the date as set forth below.

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

**SQUAMISH-LILLOOET REGIONAL DISTRICT** by its authorized signatory:

\_\_\_\_\_  
XXXX  
XXXXX

**XXX** by its authorized signatory:

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XXXXXXXXXX

[Title]



## **Schedule "A"**

### **TERMS OF REFERENCE**

*[Consultant's Proposal as accepted by the Regional District is attached.]*