



## REQUEST FOR PROPOSAL

### Whiffin Spit Memorial Area

Proposals are to be submitted prior to:  
**3:00 PM (14:00 hrs) Pacific Time on May 10, 2019**  
to the attention of:

Laura Hooper, Head of Parks and Environmental Services  
District of Sooke  
2205 Otter Point Road  
Sooke BC, V9Z 1J2  
[parks@sooke.ca](mailto:parks@sooke.ca)

### Submission Details

- a. Two (2) copies of the response is to be in sealed envelopes or packages marked with the Respondent's Name, and marked "**Whiffin Spit Memorial Area**". Electronic copies can be submitted to [parks@sooke.ca](mailto:parks@sooke.ca) . Faxed submissions will be rejected. Proposal submissions should be limited to no more than 25 pages total. A proponent may submit more than one proposal.
- b. The District reserves the right to cancel this Request for Proposal for any reason without any liability to any proponent or to waive irregularities at their own discretion.
- c. The District reserves the right to reject any or all proposals and to accept the proposal deemed most favorable to the interests of the District.
- d. The District will not entertain any claims for costs related to the preparation and/or presentation of the proposals.
- e. The District is NOT contractually bound to any matters until such time as the District has negotiated a separate contract that is totally independent of the RFP process.

**\*PROPOSALS WILL NOT BE OPENED IN PUBLIC\***



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2205 Otter Point Road, Sooke, British Columbia, Canada V9Z 1J2

Phone: (250) 642-1634  
email: [info@sooke.ca](mailto:info@sooke.ca)

Fax: (250) 642-0541  
website: [www.sooke.ca](http://www.sooke.ca)

# 1. Introduction

The District of Sooke requires the services of a qualified firm to provide a proposal to supply and install at a stand-alone memorial sculpture structure at Whiffin Spit Park.

## 2. Scope of Work

### A. Background

Whiffin Spit Park, located at 1510 Whiffin Spit Road, is a large oceanside community greenspace which contains natural areas, walking trails and 25 memorial benches.

Many communities have memorial monuments in addition to bench donation programs. The memorial area needed for Whiffin Spit Park is to accommodate plaques as an alternative to a tribute bench donation.

### B. Deliverables

The District of Sooke is seeking a proposal for at least one stand-alone memorial sculpture able to accommodate at least 250 brass plaques (ca. 5 cm x 20 cm, see photo) to be affixed on the wall over time. The actual number of plaques will be determined by the final design. The approximate use area for the structure is approximately 20 square meters that is bounded on one side by native vegetation, and three sides by a gravel walking path (see Site Plan Layout). Proposals may include additional structures within this footprint to increase memorial area potential. The proposals must also include:

1. Design, supply and install structure(s) to that will accommodate at least 250 brass plaques (ca. 5 cm x 20 cm). The design must allow brass plaques to be installed easily with basic tools, techniques and construction techniques
2. Structure must be fitting with the natural environment of Whiffin Spit, resistant to harsh weather environments.
3. Design should be reminiscent of the attached photographs.

Work will include all restoration works of any areas impacted by construction activities. It is the responsibility of the Contractor to make new any disturbed areas to the satisfaction of the District's Representative.

### Specifications

Proposal Submission Drawings:

- a. Proposal submissions should include a ONE (1) set of detailed design and layout drawing(s) drawn to an appropriate scale.
- b. Design and layout should be in 2D and 3D and full original color.
- c. The proposal should have a detailed description of each sculpture structure.
- d. One (1) set of Unbranded drawings (Digital .PDF format).

General:

- a. It is the responsibility of the Contractor to store all materials until installation. The District will not retain any responsibility or ownership for the structure until substantial completion.
- b. The Contractor will be expected to provide all labor, materials, equipment and services

- necessary to complete the installation and to install new as per specifications and details contained herein and any addendum that may result from this RFP process.
- c. During the course of the project, the Contractor will be expected to take all actions to protect their work and the public from entering the area of work during construction.
  - d. The Contractor will be responsible for posting notices at all entrances to indicate those times when access to Whiffin Spit and surrounding area, including any staging areas are limited due to construction.
  - e. Please limit proposals to a maximum of 25 pages in length.

### **3. Resources**

Please refer to the Whiffin Spit Memorial Area Reference Resources, attached as **Schedule 1**.

### **4. Instructions to Proponents**

Only complete submissions will be accepted. Partial submissions will not be considered. Submissions may be revised by written amendment, delivered to the location set out for delivery of submissions, before the Closing Date.

Should the proponent consider additional services and materials appropriate, it should be recommended in their proposal. The Proponent is to cost these additional items separately.

Two (2) copies of the response is to be in sealed envelopes or packages marked with the Respondent's Name, and marked "Whiffin Spit Memorial Area". Electronic copies can be submitted to [parks@sooke.ca](mailto:parks@sooke.ca) and will be acknowledged. Faxed submissions will be rejected. Proposal submissions should be limited to no more than 25 pages total.

The Proposal shall include a **Proposal Form** (See Schedule 2) signed by a person authorized to legally bind the Proponent to the statements made in the Response to this RFP.

#### **a. Alternate Proposal**

One alternate Proposal may be submitted per Proponent. If an alternative Proposal is offered, the Proposal should be submitted separately in the same format as the initial Proposal. While the District of Sooke is not obligated to accept any alternatives, all suggested alternatives will be considered during the evaluation process.

#### **b. Project Budget**

The budget for this project is up to \$50,000.

### **c. Site Inspection**

A non-mandatory site inspection will be held on Friday, April 26, 2019 starting at 11 am. Location: Whiffin Spit Park located at 1510 Whiffin Spit Road.

Attendance at the site inspection is non-mandatory to have your submitted proposal considered, however, this meeting will be the only opportunity for Proponents to visit the site accompanied by a District Representative.

It is the Proponent's responsibility to view the site to determine the existing conditions, dimensions, and limitations. The Proponent will rely upon his/her own judgment in submitting a Proposal, and will include in the Proposal a solution to cover all items required for the types of work specified. The Proponent will be responsible to investigate the project requirements and complete the work to the satisfaction of the District of Sooke. In submitting a Proposal the Proponent confirms they have viewed the work site.

No additional payments or time extensions shall be claimable or due because of difficulties relating to conditions at the site which were reasonably foreseeable by the contractor qualified to undertake the work.

## **5. Communications and Enquiries**

All enquiries regarding this RFP are to be directed in writing via email prior to 2 pm on May 3, 2019. Questions submitted after this time will not be answered. Information obtained from any other source is not official and should not be relied upon. Enquiries and responses will be recorded and may be distributed to all Proponents at the District of Sooke's option.

Laura Hooper  
Email: [lhooper@sooke.ca](mailto:lhooper@sooke.ca)

### **a. Addenda**

The District will post an electronic copy of written addenda on the District of Sooke's website at <http://sooke.ca/municipal-hall/documents-forms/tenders-and-rfps/> if the District determines that an amendment is required to this RFP. Each addendum will be incorporated into and become part of the RFP. No amendment of any kind to the RFP is effective unless it is contained in a written addendum issued by the District.

### **b. Examination of Contract Documents and Site**

Proponents will be deemed to have carefully examined the RFP, including all attachments, Schedules, the Contract and the Site (as applicable) prior to preparing and submitting a Proposal with respect to all facts which may influence the Proposal.

### **c. Error in Proposal**

No proposal shall be altered, amended, or withdrawn **AFTER** the closing date and time of

the RFP. Negligence on the part of the Proponent in preparing the Proposal confers no right for withdrawal of the Proposal after it has been opened.

While the District has made considerable efforts to ensure an accurate representation of information in each respective RFP, the information contained in the RFP is supplied solely as a guideline for the Proponent and is not necessarily comprehensive or exhaustive. Nothing in a District RFP is intended to relieve the Proponent from forming their own opinions and conclusions in respect of the matters addressed in the RFP.

#### **d. Withdrawal of Proposals**

The Proponent may withdraw their Proposal at any time **PRIOR TO** the Proposal Closing Time by submitting a written withdrawal letter to the District's Development Services Department and the Proposal will be returned.

#### **e. Ownership of Proposals**

All Proposals, including attachments and any documentation, submitted to and accepted by the District in response to this RFP become the property of the District.

#### **f. Opening of Proposals**

Proposals will **NOT** be opened in public.

### **6. Fees**

The fee for the work is to be submitted via the Proposal Form. Any anticipated expenses are to be included in the Proposal Form. The fee proposed will be considered the maximum upset fee by the District, and any expenditures beyond that amount will require approval by the District, and will only be considered for increases in the scope of work proposed by or agreed to in advance by the District.

### **7. Payment**

Payment for the work will be made upon completion of the project, satisfactory to the District.

### **8. Evaluation and Selection Criteria**

The Request for Proposal is used to select a Proponent, who will have demonstrated a capability to commence and complete the work described within the time frame specified and according to the following criteria, provided that this list is not exhaustive, or set out in any particular order of priority.

Proposals shall be evaluated to determine the best value offered to the District using the following criteria:

- The Respondent must have or be able to have, prior to commencement of the project, a valid and current District of Sooke Business License.

- The Respondent's business and technical reputation and capabilities and the experience of its personnel.
- The Respondent's strategy to deliver the Project on or ahead of schedule, and experience and reputation in delivering similar projects on or ahead of schedule.
- The value for price of the proposed project.
- Durability including warranty and maintenance requirements.
- Proposal is clear and logical and shows value for money to the District and demonstrates capabilities that make his/her services uniquely qualified to provide the requested services including any innovative approaches successfully used with other clients.

## **9. Negotiation**

By submitting a Proposal, a Proponent accepts that a contract may be concluded upon notification by the District with the Proponent. The District reserves the right to negotiate. If the parties, after having bargained in good faith, are unable to conclude a contract, the District and the Proponent will be released without penalty or further obligations other than any surviving obligations regarding confidentiality and the District may, at its discretion, contact the Proponent of the next best rated Proposal and attempt to conclude a contract with it, and so on until a contract is concluded.

## **10. General Terms and Conditions**

### **a. Right of the District to Cancel the RFP Process**

The District is not bound to select a preferred Proponent or accept any Proposal and reserves the right in its sole discretion to postpone or cancel this RFP at any time for any reason whatsoever in accordance with the District's judgement of its best interest and to proceed with the Services in some other manner separate from this RFP process.

### **b. Acceptance and Rejection of Proposals**

This RFP does not commit the District, in any way, to select the preferred Proponent, or to proceed to negotiations for a contract, or to award any contract.

The District reserves the right to:

- i. Accept a Proposal which is not the lowest priced;
- ii. Reject any and all Proposals, including without limitation the lowest priced Proposal, even if the lowest priced Proposal conforms in all aspects with the RFP;
- iii. Reject any Proposal at any time prior to execution of an Agreement;
- iv. Assess the ability of the Proponent to perform the contract and may reject any Proposal where, in the District's sole estimation, the personnel and/or resources of the Proponent are insufficient;
- v. Amend or revise the RFP by Addenda up to the specified closing date

- and time;
- vi. Reduce the Scope of Services required within the RFP and negotiate the price to reflect such change after award of an Agreement; and
  - vii. Award an Agreement to the Proponent other than the one with the most points, if, in its sole determination, another Proposal is determined to be the Best Value to the District, taking into consideration the price and evaluation criteria of the RFP.

Under no circumstances shall the District be obligated to award an Agreement solely on the basis of proposed price.

The District may accept or waive a minor and inconsequential irregularity, or where applicable to do so, the District may, as a condition of acceptance of the Proposal, request a Proponent to correct a minor or inconsequential irregularity with no change in the Proposal.

The determination of what is or is not a minor or inconsequential irregularity, the determination of whether to accept, waive, or require correction of an irregularity and the final determination of the validity, will be the sole discretion of the District of Sooke.

#### **c. No Claim for Compensation**

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 consultants, relating to or arising from this RFP. The District and its representatives, agents, consultants and advisors will not be liable to any Proponent for any claims, whether for costs, expense, 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 related to or arising out of this RFP. Proponents agree that by participating in the RFP process, and or submitting a Proposal, they have no claim for compensation.

#### **d. No Contract**

By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind, if formed under, or arises from this RFP, exists prior to the signing of a formal written Contract.

#### **e. Conflict of Interest**

Proponents shall disclose in their Proposals any actual or potential Conflict of Interest and existing business relationships it may have with the District, its elected officials, appointed officials or employees.

#### **f. Business License**

The successful Proponent will be required to hold a valid District of Sooke business license for the duration of the project. The Proponent will be required to produce a copy of the business license on or before commencement of the project.

## **g. Solicitation of Council Members and District Staff**

Proponents and their agents will not contact any member of the District Council or District Staff with respect to this RFP, other than the District Representative named in this document or authorized by Development Services, at any time.

## **h. Confidentiality and Freedom of Information**

The District will retain all Proposals and they will not be returned to the Proponent except for any unopened Financial Proposals. All submissions will be held in confidence by the District. The District is bound by the *Freedom of Information and Protection of Privacy Act* (British Columbia) and all documents submitted to the District will be subject to provisions of this legislation.

All of the information contained within the RFP, including supplementary information provided electronically, is for the exclusive use of the Consultant team for the RFP preparation purposes only and is not to be made publicly available in any manner. The Consultant team shall not discuss this project with any member of the public at any time, for any reason whatsoever, without the prior written approval of the District of Sooke.

## **i. General Services Agreement**

A General Services Agreement will be required between the District of Sooke and the successful proponent.

## **j. Sub-Consulting**

Using a Sub-Consultant is acceptable provided the Sub-Consultant is clearly identified in the Proposal. 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 clearly defined in the Proposal.

Sub-consulting to any firm or individual who's current or past corporate or other interests may, in the District's opinion; give rise to a conflict of interest in connection with this project will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this Request for Proposal.

Where applicable, the names of approved Sub-Consultants listed in the Proposal will be included in the Contract. No additional Sub-Consultants will be added or other changes made, to the list in the Contract without written consent of the District's Director of Development Services.

## **k. Insurance**

Except as may be otherwise expressly approved by the District in writing, the Proponent will, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances with insurers licensed in British Columbia and in forms and amounts acceptable to the District:

- i. Professional Liability Insurance (Errors and Omissions) coverage of a minimum of \$500,000 per occurrence, \$1,000,000 aggregate.



- ii. Comprehensive Liability Insurance with not less than \$5,000,000 coverage per occurrence, together with a Standard Non-Owned Automobile Liability. The District must be named as an additional insured on this policy and the policy shall contain a cross-liability clause.
- iii. The successful consultant must also provide the District with a certificate issued by the insurer(s) as evidence of the coverage required on or before commencement of the project.
- iv. Each policy of insurance required under this agreement shall be maintained during the continuance of this agreement and shall not be capable of cancellation unless 30 days' notice is first given to the District.
- v. The successful consultant must ensure that every sub-consultant provides and maintains insurance substantially in accordance with the requirements of this agreement. The successful consultant shall be as fully responsible to the District for acts and omissions of sub-consultants and of persons employed directly or indirectly by them as for acts and omissions of persons directly employed by the consultant.

The foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the District.

The successful Proponent shall provide the District with evidence of all required insurance prior to the commencement of the Services. When requested by the District, the Proponent shall provide certified copies of required policies.

## I. Safety

The successful Proponent shall:

- i. Hold a valid WorkSafeBC registration number for the duration of the project.
- ii. Produce a copy of a Worksafe BC registration number on or before commencement of the project.
- iii. Comply with Occupational Health and Safety Regulations.
- iv. In the event of a multiple employer workplace (i.e. Field work requiring survey, geotechnical investigation, traffic control etc.) be the designated prime contractor, and fulfil the prime contractor's responsibilities as defined in:
  - 1. WorkSafeBC Occupational Health and Safety Regulation, Notice of Project, Section 20.2, and Coordination of Multiple Employer Workplaces, Section 20.3;
  - 2. Workers Compensation Act (RSBC 1996), Coordination at multiple-employer workplaces, Section 118, Subsections (1) & (2);
  - 3. General Requirements; Section 3.10 Worksafe BC.

### m. Contractor is "Prime Contractor"

The Contractor to the Contract (if awarded) will be designated and assumes the responsibility as the **Prime Contractor** per WorkSafe BC OH&S Regulations, Section 20.2 **Notice of Project** and 20.3 **Coordination of Multiple-Employer Workplaces**, Subsections (1) and

(2). The Proponent should also understand the general duties of the Owner as defined in the Workers' Compensation Act, Section 119 **General Duties of Owner**. The Proponent should have the necessary qualification and be willing to accept the responsibilities as **Prime Contractor** for this Contract.

#### **n. Time is of the Essence**

Time is of the essence for the Contract, if awarded.

#### **o. Governing Law**

This agreement shall be governed by the laws of the Province of British Columbia.

#### **p. Local Preference**

Preference will be given to Proponents located within the region of Sooke where quality, service, and price are equivalent. This will include any of the Proponent's proposed sub-consultants, if applicable.

#### **q. Litigation Clause**

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

- i. Any other contract for works or services; or
- ii. Any matter arising from the District's exercise of its powers, duties; or functions under the *Local Government Act, Community Charter* or another enactment,

within five years of the date of this Request for Proposal.

In determining whether to reject a Proposal under this clause, the District will consider whether the litigation is likely to affect the Proponent's ability to work with the District, its consultants and representatives and whether the District's experience with the Proponent indicates that the District is likely to incur increased staff and legal costs in the administration of a Contract if it is awarded to the Proponent.

## **11. Closing Date for Proposals**

The closing date for proposals will be **3:00 p.m. local time, May 10th, 2019**. All proposals must be clearly marked with the name and address of the proponent and the 'Request for Proposal' title. Proponents are responsible for ensuring that digital and courier delivery occurs within the deadline. Late proposals will not be accepted and will be returned to the proponent unopened.

# **Schedule 1**

Whiffin Spit Memorial Area Layout (one page)

Memorial Plaque (one page)

Memorial Sculpture Structure Concept (one page)

Risk Management Policy (one page)



Policy 5.4  
File No. 2510-00  
October 25, 2004  
Amended March 25, 2013

## ***Risk Management-Contract Services Policy***

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1. Any person or organization that contracts with the District of Sooke to provide services to or on behalf of the District must provide proof to the District that the following ***minimum*** requirements have been met:
  - a) proof of liability insurance coverage with a minimum value of \$5,000,000;
  - b) certificate indicating that the individual or organization has an active WCB account that covers any and all persons who will be providing contracted services to or for the District of Sooke; and
  - c) proof of applicable credentials.
2. Copies of the above documentation must be received prior to the commencement of services.
3. The document submitted for insurance coverage must indicate the type of coverage and expiry date.
4. Preference is for the District of Sooke to be named as an additional insured in the liability insurance document.

Note: An individual contracted to provide coverage for the following positions is not covered by the District's errors and omissions policy:

Chief Administrative Officer  
Corporate Officer  
Director of Finance  
Municipal Engineer  
Municipal Planner  
Building Official

# Schedule 2

Proposal Form (4 pages)

**District of Sooke  
Request for Proposal  
Supply and Installation of Whiffin Spit Memorial Area**

**Proposal Form**

Proposal Submission:

Project: Whiffin Spit Memorial Area

Project No.: 1790-20

Date:

Submitted by:

\_\_\_\_\_  
(Name of Company)

\_\_\_\_\_  
(Address)

Email:

Telephone: (    )

Name of Bidder:

Signature:

Contract Price:

Having examined all matters referred to in the Scope of Work prepared by the District of Sooke for the Scope of Work, we, the undersigned, hereby offer to enter into a Contract to complete the Scope of Work for the price of:

	<b>Price (Excluding taxes)</b>
Please provide a LUMP SUM cost for the removal of existing, design, supply and installation Whiffin Spit Memorial Area.	\$ _____  Excluding taxes

**District of Sooke**  
**Request for Proposal**  
**Supply and Installation of Whiffin Spit Memorial Area**

Rates are in Canadian funds which include the supply of all the products, all labour and materials, supervision, services, construction machinery and equipment, overhead and profit, and represent the entire cost to the Owner for the completion of the Work. All applicable Federal and Provincial taxes and duties *excluding* Goods and Services Tax (GST) are included in the Rate.

We agree that if the District orders us in writing to perform extra work which is not reasonably inferable from the specifications as being part of the Work, we will perform the same and shall be paid therefore in accordance with the terms of the General Conditions applicable to Changes and Extra Work. We agree that the District may delete from the Contract a portion or portions of the Work provided such deletion is not for the purpose of allowing someone else to perform the deleted portion during the Contract Time.

Proposed Construction Schedule:

State your intended start date if awarded this contract: \_\_\_\_\_

Date of substantial completion of memorial area: \_\_\_\_\_

Contractor Numbers and Status:

Our District of Sooke (or Intermunicipal) Business License Number: \_\_\_\_\_

Our Worker's Compensation Registration Number: \_\_\_\_\_

State whether you are able to meet the insurance requirements: YES/NO

**District of Sooke  
Request for Proposal  
Supply and Installation of Whiffin Spit Memorial Area**

Drawings:

Proponents are requested to submit with their proposal submission drawings and/or photographs of the proposed design. Please attach all drawings to this document or submit documents in PDF format.

Notification:

If notified in writing by the District of acceptance of this Proposal within the specified acceptance period after the Proposal closing date, we shall:

- a. Provide, prior to commencing work, certified copies of the Contractor's insurance called for in the Proposal Documents;
- b. Provide our Worker's Compensation Registration Number and a current Worker's Compensation Clearance Letter;
- c. Supply our District of Sooke Business License Number or approved equivalent; and
- d. Enter into and execute a General Services Agreement for the Work.

References:

Please submit at least three references for projects similar in scope and value. Note that additional pages outlining this portion of the Proposal may be included with your submission.

Date of Contract	Business Name	Contact Name	E-mail	Telephone Number

Guarantees & Warranty:

State all guarantees and warranties being offered.




**District of Sooke**  
**Request for Proposal**  
**Supply and Installation of Whiffin Spit Memorial Area**

Subcontractors:

If you will be using sub-contractors for the Work please provide their business name, contact names phone numbers and aspect of the Work they will perform.


Authorization:

A person authorized to sign on behalf of the Contractor; to agree to all statements made in response to this Request for Proposal should complete and sign this section.

The enclosed Offer is submitted in response to the above-referenced Request for Proposal, with the acknowledgement and receipt of addenda\_\_\_\_\_through\_\_\_\_\_. Through submission of this Offer we agree to all the terms and conditions set out in the RFP and have agreed that any inconsistent provisions in our Submission will be as if not written and do not exist. We have carefully read and examined the Request for Proposal, and we agree to holding the stated pricing for the period of indicated in the Proposal Form.

We agree to hold this offer open for acceptance by the District of Sooke for \_\_\_\_\_days.

Signature:	Legal Name of Contractor:
Printed (Full) Name:	Address:
Title:	
Date:	
E-mail:	
Contact Phone Number(s):	



## REQUEST FOR PROPOSAL

### Whiffin Spit Memorial Area

Proposals are to be submitted to Reception prior to:  
**3:00 PM (14:00 hrs) Pacific Time on February 22th, 2019**  
to the attention of:

Paul Butterfield, Engineering Technologist  
District of Sooke  
2205 Otter Point Road  
Sooke BC, V9Z 1J2  
[pbutterfield@sooke.ca](mailto:pbutterfield@sooke.ca)

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### B. Deliverables

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- necessary to complete the installation and to install new as per specifications and details contained herein and any addendum that may result from this RFP process.
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Should the proponent consider additional services and materials appropriate, it should be recommended in their proposal. The Proponent is to cost these additional items separately.

Two (2) copies of the response is to be in sealed envelopes or packages marked with the Respondent's Name, and marked "Whiffin Spit Memorial Area". Electronic copies can be submitted to [parks@sooke.ca](mailto:parks@sooke.ca) and will be acknowledged. Faxed submissions will be rejected. Proposal submissions should be limited to no more than 25 pages total.

The Proposal shall include a **Proposal Form** (See Schedule 2) signed by a person authorized to legally bind the Proponent to the statements made in the Response to this RFP.

#### **a. Alternate Proposal**

One alternate Proposal may be submitted per Proponent. If an alternative Proposal is offered, the Proposal should be submitted separately in the same format as the initial Proposal. While the District of Sooke is not obligated to accept any alternatives, all suggested alternatives will be considered during the evaluation process.

#### **b. Project Budget**

The budget for this project is up to \$50,000.

### **c. Site Inspection**

A non-mandatory site inspection will be held on Friday, February 8, 2018 starting at 11 am. Location: Whiffin Spit Park located at 1510 Whiffin Spit Road.

Attendance at the site inspection is non-mandatory to have your submitted proposal considered, however, this meeting will be the only opportunity for Proponents to visit the site accompanied by a District Representative.

It is the Proponent's responsibility to view the site to determine the existing conditions, dimensions, and limitations. The Proponent will rely upon his/her own judgment in submitting a Proposal, and will include in the Proposal a solution to cover all items required for the types of work specified. The Proponent will be responsible to investigate the project requirements and complete the work to the satisfaction of the District of Sooke. In submitting a Proposal the Proponent confirms they have viewed the work site.

No additional payments or time extensions shall be claimable or due because of difficulties relating to conditions at the site which were reasonably foreseeable by the contractor qualified to undertake the work.

## **5. Communications and Enquiries**

All enquiries regarding this RFP are to be directed in writing via email prior to 2 pm on February 15, 2019. Questions submitted after this time will not be answered. Information obtained from any other source is not official and should not be relied upon. Enquiries and responses will be recorded and may be distributed to all Proponents at the District of Sooke's option.

Paul Butterfield  
Email: [pbutterfield@sooke.ca](mailto:pbutterfield@sooke.ca)

### **a. Addenda**

The District will post an electronic copy of written addenda on the District of Sooke's website at <http://sooke.ca/municipal-hall/documents-forms/tenders-and-rfps/> if the District determines that an amendment is required to this RFP. Each addendum will be incorporated into and become part of the RFP. No amendment of any kind to the RFP is effective unless it is contained in a written addendum issued by the District.

### **b. Examination of Contract Documents and Site**

Proponents will be deemed to have carefully examined the RFP, including all attachments, Schedules, the Contract and the Site (as applicable) prior to preparing and submitting a Proposal with respect to all facts which may influence the Proposal.

### **c. Error in Proposal**

No proposal shall be altered, amended, or withdrawn **AFTER** the closing date and time of

the RFP. Negligence on the part of the Proponent in preparing the Proposal confers no right for withdrawal of the Proposal after it has been opened.

While the District has made considerable efforts to ensure an accurate representation of information in each respective RFP, the information contained in the RFP is supplied solely as a guideline for the Proponent and is not necessarily comprehensive or exhaustive. Nothing in a District RFP is intended to relieve the Proponent from forming their own opinions and conclusions in respect of the matters addressed in the RFP.

#### **d. Withdrawal of Proposals**

The Proponent may withdraw their Proposal at any time **PRIOR TO** the Proposal Closing Time by submitting a written withdrawal letter to the District's Development Services Department and the Proposal will be returned.

#### **e. Ownership of Proposals**

All Proposals, including attachments and any documentation, submitted to and accepted by the District in response to this RFP become the property of the District.

#### **f. Opening of Proposals**

Proposals will **NOT** be opened in public.

### **6. Fees**

The fee for the work is to be submitted via the Proposal Form. Any anticipated expenses are to be included in the Proposal Form. The fee proposed will be considered the maximum upset fee by the District, and any expenditures beyond that amount will require approval by the District, and will only be considered for increases in the scope of work proposed by or agreed to in advance by the District.

### **7. Payment**

Payment for the work will be made upon completion of the project, satisfactory to the District.

### **8. Evaluation and Selection Criteria**

The Request for Proposal is used to select a Proponent, who will have demonstrated a capability to commence and complete the work described within the time frame specified and according to the following criteria, provided that this list is not exhaustive, or set out in any particular order of priority.

Proposals shall be evaluated to determine the best value offered to the District using the following criteria:

- The Respondent must have or be able to have, prior to commencement of the project, a valid and current District of Sooke Business License.

- The Respondent's business and technical reputation and capabilities and the experience of its personnel.
- The Respondent's strategy to deliver the Project on or ahead of schedule, and experience and reputation in delivering similar projects on or ahead of schedule.
- The value for price of the proposed project.
- Durability including warranty and maintenance requirements.
- Proposal is clear and logical and shows value for money to the District and demonstrates capabilities that make his/her services uniquely qualified to provide the requested services including any innovative approaches successfully used with other clients.

## **9. Negotiation**

By submitting a Proposal, a Proponent accepts that a contract may be concluded upon notification by the District with the Proponent. The District reserves the right to negotiate. If the parties, after having bargained in good faith, are unable to conclude a contract, the District and the Proponent will be released without penalty or further obligations other than any surviving obligations regarding confidentiality and the District may, at its discretion, contact the Proponent of the next best rated Proposal and attempt to conclude a contract with it, and so on until a contract is concluded.

## **10. General Terms and Conditions**

### **a. Right of the District to Cancel the RFP Process**

The District is not bound to select a preferred Proponent or accept any Proposal and reserves the right in its sole discretion to postpone or cancel this RFP at any time for any reason whatsoever in accordance with the District's judgement of its best interest and to proceed with the Services in some other manner separate from this RFP process.

### **b. Acceptance and Rejection of Proposals**

This RFP does not commit the District, in any way, to select the preferred Proponent, or to proceed to negotiations for a contract, or to award any contract.

The District reserves the right to:

- i. Accept a Proposal which is not the lowest priced;
- ii. Reject any and all Proposals, including without limitation the lowest priced Proposal, even if the lowest priced Proposal conforms in all aspects with the RFP;
- iii. Reject any Proposal at any time prior to execution of an Agreement;
- iv. Assess the ability of the Proponent to perform the contract and may reject any Proposal where, in the District's sole estimation, the personnel and/or resources of the Proponent are insufficient;
- v. Amend or revise the RFP by Addenda up to the specified closing date

- and time;
- vi. Reduce the Scope of Services required within the RFP and negotiate the price to reflect such change after award of an Agreement; and
  - vii. Award an Agreement to the Proponent other than the one with the most points, if, in its sole determination, another Proposal is determined to be the Best Value to the District, taking into consideration the price and evaluation criteria of the RFP.

Under no circumstances shall the District be obligated to award an Agreement solely on the basis of proposed price.

The District may accept or waive a minor and inconsequential irregularity, or where applicable to do so, the District may, as a condition of acceptance of the Proposal, request a Proponent to correct a minor or inconsequential irregularity with no change in the Proposal.

The determination of what is or is not a minor or inconsequential irregularity, the determination of whether to accept, waive, or require correction of an irregularity and the final determination of the validity, will be the sole discretion of the District of Sooke.

#### **c. No Claim for Compensation**

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 consultants, relating to or arising from this RFP. The District and its representatives, agents, consultants and advisors will not be liable to any Proponent for any claims, whether for costs, expense, 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 related to or arising out of this RFP. Proponents agree that by participating in the RFP process, and or submitting a Proposal, they have no claim for compensation.

#### **d. No Contract**

By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind, if formed under, or arises from this RFP, exists prior to the signing of a formal written Contract.

#### **e. Conflict of Interest**

Proponents shall disclose in their Proposals any actual or potential Conflict of Interest and existing business relationships it may have with the District, its elected officials, appointed officials or employees.

#### **f. Business License**

The successful Proponent will be required to hold a valid District of Sooke business license for the duration of the project. The Proponent will be required to produce a copy of the business license on or before commencement of the project.



## **g. Solicitation of Council Members and District Staff**

Proponents and their agents will not contact any member of the District Council or District Staff with respect to this RFP, other than the District Representative named in this document or authorized by Development Services, at any time.

## **h. Confidentiality and Freedom of Information**

The District will retain all Proposals and they will not be returned to the Proponent except for any unopened Financial Proposals. All submissions will be held in confidence by the District. The District is bound by the *Freedom of Information and Protection of Privacy Act* (British Columbia) and all documents submitted to the District will be subject to provisions of this legislation.

All of the information contained within the RFP, including supplementary information provided electronically, is for the exclusive use of the Consultant team for the RFP preparation purposes only and is not to be made publicly available in any manner. The Consultant team shall not discuss this project with any member of the public at any time, for any reason whatsoever, without the prior written approval of the District of Sooke.

## **i. General Services Agreement**

A General Services Agreement will be required between the District of Sooke and the successful proponent.

## **j. Sub-Consulting**

Using a Sub-Consultant is acceptable provided the Sub-Consultant is clearly identified in the Proposal. 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 clearly defined in the Proposal.

Sub-consulting to any firm or individual who's current or past corporate or other interests may, in the District's opinion; give rise to a conflict of interest in connection with this project will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this Request for Proposal.

Where applicable, the names of approved Sub-Consultants listed in the Proposal will be included in the Contract. No additional Sub-Consultants will be added or other changes made, to the list in the Contract without written consent of the District's Director of Development Services.

## **k. Insurance**

Except as may be otherwise expressly approved by the District in writing, the Proponent will, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances with insurers licensed in British Columbia and in forms and amounts acceptable to the District:

- i. Professional Liability Insurance (Errors and Omissions) coverage of a minimum of \$500,000 per occurrence, \$1,000,000 aggregate.

- ii. Comprehensive Liability Insurance with not less than \$5,000,000 coverage per occurrence, together with a Standard Non-Owned Automobile Liability. The District must be named as an additional insured on this policy and the policy shall contain a cross-liability clause.
- iii. The successful consultant must also provide the District with a certificate issued by the insurer(s) as evidence of the coverage required on or before commencement of the project.
- iv. Each policy of insurance required under this agreement shall be maintained during the continuance of this agreement and shall not be capable of cancellation unless 30 days' notice is first given to the District.
- v. The successful consultant must ensure that every sub-consultant provides and maintains insurance substantially in accordance with the requirements of this agreement. The successful consultant shall be as fully responsible to the District for acts and omissions of sub-consultants and of persons employed directly or indirectly by them as for acts and omissions of persons directly employed by the consultant.

The foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the District.

The successful Proponent shall provide the District with evidence of all required insurance prior to the commencement of the Services. When requested by the District, the Proponent shall provide certified copies of required policies.

## I. Safety

The successful Proponent shall:

- i. Hold a valid WorkSafeBC registration number for the duration of the project.
- ii. Produce a copy of a Worksafe BC registration number on or before commencement of the project.
- iii. Comply with Occupational Health and Safety Regulations.
- iv. In the event of a multiple employer workplace (i.e. Field work requiring survey, geotechnical investigation, traffic control etc.) be the designated prime contractor, and fulfil the prime contractor's responsibilities as defined in:
  - 1. WorkSafeBC Occupational Health and Safety Regulation, Notice of Project, Section 20.2, and Coordination of Multiple Employer Workplaces, Section 20.3;
  - 2. Workers Compensation Act (RSBC 1996), Coordination at multiple-employer workplaces, Section 118, Subsections (1) & (2);
  - 3. General Requirements; Section 3.10 Worksafe BC.

### m. Contractor is "Prime Contractor"

The Contractor to the Contract (if awarded) will be designated and assumes the responsibility as the **Prime Contractor** per WorkSafe BC OH&S Regulations, Section 20.2 **Notice of Project** and 20.3 **Coordination of Multiple-Employer Workplaces**, Subsections (1) and

(2). The Proponent should also understand the general duties of the Owner as defined in the Workers' Compensation Act, Section 119 **General Duties of Owner**. The Proponent should have the necessary qualification and be willing to accept the responsibilities as **Prime Contractor** for this Contract.

#### **n. Time is of the Essence**

Time is of the essence for the Contract, if awarded.

#### **o. Governing Law**

This agreement shall be governed by the laws of the Province of British Columbia.

#### **p. Local Preference**

Preference will be given to Proponents located within the region of Sooke where quality, service, and price are equivalent. This will include any of the Proponent's proposed sub-consultants, if applicable.

#### **q. Litigation Clause**

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

- i. Any other contract for works or services; or
- ii. Any matter arising from the District's exercise of its powers, duties; or functions under the *Local Government Act, Community Charter* or another enactment,

within five years of the date of this Request for Proposal.

In determining whether to reject a Proposal under this clause, the District will consider whether the litigation is likely to affect the Proponent's ability to work with the District, its consultants and representatives and whether the District's experience with the Proponent indicates that the District is likely to incur increased staff and legal costs in the administration of a Contract if it is awarded to the Proponent.

## **11. Closing Date for Proposals**

The closing date for proposals will be **3:00 p.m. local time, February 22th, 2019**. All proposals must be clearly marked with the name and address of the proponent and the 'Request for Proposal' title. Proponents are responsible for ensuring that digital and courier delivery occurs within the deadline. Late proposals will not be accepted and will be returned to the proponent unopened.

# **Schedule 1**

Whiffin Spit Memorial Area Layout (one page)

Memorial Plaque (one page)

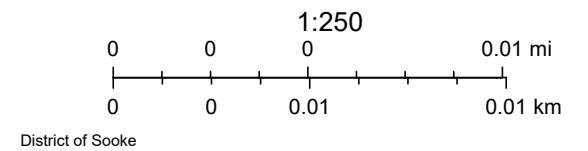
Memorial Sculpture Structure Concept (one page)

Risk Management Policy (one page)

# Whiffin Spit Memorial Area



1/23/2019 3:44:35 PM





Memorial Plaque



Memorial Sculpture Structure Concept





Policy 5.4  
File No. 2510-00  
October 25, 2004  
Amended March 25, 2013

## ***Risk Management-Contract Services Policy***

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1. Any person or organization that contracts with the District of Sooke to provide services to or on behalf of the District must provide proof to the District that the following ***minimum*** requirements have been met:
  - a) proof of liability insurance coverage with a minimum value of \$5,000,000;
  - b) certificate indicating that the individual or organization has an active WCB account that covers any and all persons who will be providing contracted services to or for the District of Sooke; and
  - c) proof of applicable credentials.
2. Copies of the above documentation must be received prior to the commencement of services.
3. The document submitted for insurance coverage must indicate the type of coverage and expiry date.
4. Preference is for the District of Sooke to be named as an additional insured in the liability insurance document.

Note: An individual contracted to provide coverage for the following positions is not covered by the District's errors and omissions policy:

Chief Administrative Officer  
Corporate Officer  
Director of Finance  
Municipal Engineer  
Municipal Planner  
Building Official



# Schedule 2

Proposal Form (4 pages)

**District of Sooke  
Request for Proposal  
Supply and Installation of Whiffin Spit Memorial Area**

**Proposal Form**

Proposal Submission:

Project: Whiffin Spit Memorial Area

Project No.: 1790-20

Date: \_\_\_\_\_

Submitted by: \_\_\_\_\_

(Name of Company)

(Address)

Email: \_\_\_\_\_

Telephone: (    ) \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

Contract Price:

Having examined all matters referred to in the Scope of Work prepared by the District of Sooke for the Scope of Work, we, the undersigned, hereby offer to enter into a Contract to complete the Scope of Work for the price of:

	<b>Price (Excluding taxes)</b>
Please provide a LUMP SUM cost for the removal of existing, design, supply and installation Whiffin Spit Memorial Area.	\$ _____  Excluding taxes

**District of Sooke**  
**Request for Proposal**  
**Supply and Installation of Whiffin Spit Memorial Area**

Rates are in Canadian funds which include the supply of all the products, all labour and materials, supervision, services, construction machinery and equipment, overhead and profit, and represent the entire cost to the Owner for the completion of the Work. All applicable Federal and Provincial taxes and duties *excluding* Goods and Services Tax (GST) are included in the Rate.

We agree that if the District orders us in writing to perform extra work which is not reasonably inferable from the specifications as being part of the Work, we will perform the same and shall be paid therefore in accordance with the terms of the General Conditions applicable to Changes and Extra Work. We agree that the District may delete from the Contract a portion or portions of the Work provided such deletion is not for the purpose of allowing someone else to perform the deleted portion during the Contract Time.

Proposed Construction Schedule:

State your intended start date if awarded this contract: \_\_\_\_\_

Date of substantial completion of memorial area: \_\_\_\_\_

Contractor Numbers and Status:

Our District of Sooke (or Intermunicipal) Business License Number: \_\_\_\_\_

Our Worker's Compensation Registration Number: \_\_\_\_\_

State whether you are able to meet the insurance requirements: YES/NO

**District of Sooke  
Request for Proposal  
Supply and Installation of Whiffin Spit Memorial Area**

Drawings:

Proponents are requested to submit with their proposal submission drawings and/or photographs of the proposed design. Please attach all drawings to this document or submit documents in PDF format.

Notification:

If notified in writing by the District of acceptance of this Proposal within the specified acceptance period after the Proposal closing date, we shall:

- a. Provide, prior to commencing work, certified copies of the Contractor's insurance called for in the Proposal Documents;
- b. Provide our Worker's Compensation Registration Number and a current Worker's Compensation Clearance Letter;
- c. Supply our District of Sooke Business License Number or approved equivalent; and
- d. Enter into and execute a General Services Agreement for the Work.

References:

Please submit at least three references for projects similar in scope and value. Note that additional pages outlining this portion of the Proposal may be included with your submission.

Date of Contract	Business Name	Contact Name	E-mail	Telephone Number

Guarantees & Warranty:

State all guarantees and warranties being offered.


**District of Sooke**  
**Request for Proposal**  
**Supply and Installation of Whiffin Spit Memorial Area**

Subcontractors:

If you will be using sub-contractors for the Work please provide their business name, contact names phone numbers and aspect of the Work they will perform.


Authorization:

A person authorized to sign on behalf of the Contractor; to agree to all statements made in response to this Request for Proposal should complete and sign this section.

The enclosed Offer is submitted in response to the above-referenced Request for Proposal, with the acknowledgement and receipt of addenda\_\_\_\_\_through\_\_\_\_\_. Through submission of this Offer we agree to all the terms and conditions set out in the RFP and have agreed that any inconsistent provisions in our Submission will be as if not written and do not exist. We have carefully read and examined the Request for Proposal, and we agree to holding the stated pricing for the period of indicated in the Proposal Form.

We agree to hold this offer open for acceptance by the District of Sooke for \_\_\_\_\_days.

Signature:	Legal Name of Contractor:
Printed (Full) Name:	Address:
Title:	
Date:	
E-mail:	
Contact Phone Number(s):	