



**MUNICIPAL ENGINEERING  
WASTEWATER DESIGN & CONSULTING  
SERVICES  
REQUEST FOR PROPOSALS**

**Closing location:**

**Proposals will be received at**

District of Sooke  
Sooke, BC  
2205 Otter Point Road  
V9Z 1J2

**Closing date and time:**

Thursday, August 19<sup>th</sup>, 2021, at 3:00 pm (PST)

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## 1. DEFINITIONS

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Throughout this Request for Proposals (RFP), the following definitions will be used:

**“Addenda”** means all additional information regarding the RFP, including amendments to the RFP;

**“Closing Location”** includes the location or email address for submissions indicated on the cover page of this RFP, or BC Bid, as applicable;

**“Closing Date and Time”** means the closing time and date for this RFP as set out on the cover page of this document;

**“Contract”** means the written agreement resulting from the RFP, executed by the District of Sooke and the successful Proponent;

**“District”** means the District of Sooke;

**“Must”** means a mandatory requirement to be met in order for a Proposal to receive consideration;

**“Proponent”** means an individual or company that submits, or intends to submit, a Proposal in response to this RFP;

**“Proposal”** means a response by a Proponent to this RFP;

**“Shall”** means a mandatory requirement to be met, in order for a Proposal to receive consideration;

**“Should”** means a desirable requirement that has a significant degree of importance to the objectives of the RFP;

**“Work”** means any labour, efforts, and/or duty required to accomplish the purpose of this project.

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## 2. INSTRUCTIONS FOR PROPONENTS

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### 2.1 ENQUIRIES

All enquiries related to this RFP are to be directed to:

Paul Bohemier  
Manager of Wastewater  
Email: [pbohemier@sooke.ca](mailto:pbohemier@sooke.ca)

Information obtained from any other source is not official and should not be relied upon. All Addenda, amendments, or further information regarding this RFP, including enquiries and responses will be recorded and will be posted to the District of Sooke's website for reference for all Proponents ([www.sooke.ca](http://www.sooke.ca)). Each Addendum will be incorporated into and become part of the RFP. It is the sole responsibility of the Proponent to monitor the District of Sooke website regularly to ensure that they have received all updates.

All background documents, Addendums, attachments, if applicable, can be found with the District of Sooke RFP posting at [www.sooke.ca/municipal-hall/documents-forms/tenders-and-rfps/](http://www.sooke.ca/municipal-hall/documents-forms/tenders-and-rfps/)

All enquiries and questions are to be submitted in writing via email prior to 3:00 pm on Monday, August 16<sup>th</sup>, 2021. The District reserves the right to not answer any enquiries that are submitted after this time and date.

### 2.2 CLOSING DATE, TIME, AND DELIVERY REQUIREMENTS

Two (2) copies of the Proposal MUST be delivered in a sealed package/envelope, with a cover letter signed by a person authorized to legally bind the Proponent to the statements made in the Proposal. Additionally, an electronic copy of the Proposal must be included on a USB stick. Proposals will be received until 3:00 pm, Pacific Time, August 19<sup>th</sup>, 2021. Proposals must be clearly marked and addressed as follows:

**RFP 2021-WW001**  
Attn: Paul Bohemier  
Manager of Wastewater  
District of Sooke  
2205 Otter Point Road  
Sooke, BC V9Z 1J2

- It is the sole responsibility of each Proponent to ensure the District receives its Proposal prior to the Closing Date and Time. All costs to prepare the Proposals shall be borne solely by the Proponent.
- Late Proposals will **NOT** be accepted and will be returned unopened to the Proponent.
- The computer clock in the offices of the District of Sooke determines the official closing time for submission.

- Delivery of a Proposal by a courier service shall be the responsibility of the Proponent and will be rejected if the envelope/package is delivered to a location other than which is stated in this document or the envelope/package fails to be delivered to the District prior to the Closing Date and Time.
- Proposals will **NOT** be opened in the public.

### 2.3 SIGNATURE

The Proposals shall include a cover letter signed by a person authorized to legally bind the Proponent to the statements made in the response to this RFP.

### 2.4 AMENDMENTS TO & WITHDRAWALS OF SUBMISSIONS

Proposals may be amended in writing and delivered to the Closing Location prior to the Closing Date and Time. Amendments must be signed by the Proponent's authorized signatory.

Proposals may be withdrawn by the Proponent at any time prior to the Closing Date and Time by submitting a written withdrawal letter either hand-delivered or emailed to the submission contact address/email.

### 2.5 SUBMISSION REVIEW

Review of Proposals will be conducted by the District of Sooke Staff.

### 2.6 REVIEW AND SELECTION

Proposals will be reviewed against the Proposal requirements. Proposals not deemed to be complete may be rejected without further consideration. Proposals will then be reviewed against the content of the Proposal.

### 2.7 CHANGES TO SUBMISSION WORDING

The Proponent will not change the wording of its Proposal after the Closing Date and Time specified on the front cover of this RFP, and no words or comments will be added to the Proposal unless requested by the District of Sooke for purposes of clarification.

## 2.8 PROPONENT'S EXPENSES

Proponents are solely responsible for their own expenses in preparing a Proposal and for subsequent negotiations with the District of Sooke. The District of Sooke will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the Response, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

## 2.9 ACCEPTANCE OF SUBMISSIONS

This RFP is not an agreement to purchase services or enter into a partnership. The District of Sooke is not bound to enter into a Contract with any Proponent. The District of Sooke will be under no obligation to receive further information, whether written or oral, from any Proponent.

## 2.10 DEFINITION OF CONTRACT

Notice in writing to a Proponent that its Proposal has been selected as successful will neither constitute a Contract nor give the Proponent any legal or equitable rights or privileges relative to the service requirements set out in this RFP. Only if a Proponent and the District of Sooke enter into a subsequent full written Contract will a Proponent acquire any legal or equitable rights or privileges.

## 2.11 MODIFICATION OF TERMS

The District of Sooke 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 without entering into a Contract.

## 2.12 OWNERSHIP OF SUBMISSIONS

All documents, including Proposals, submitted to the District of Sooke become the property of the District of Sooke. They will be received and held in confidence by the District of Sooke, subject to the provisions of the Freedom of Information and Protection of Privacy Act.

## 2.13 COLLECTION AND USE OF PERSONAL INFORMATION

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, 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 Proponents to provide the District of Sooke with personal information of employees who have been included as resources in response to this RFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the District of Sooke. Such written consents are to specify that the personal information may be forwarded to the District of Sooke for the purposes of responding to this RFP and used by the District of Sooke for the purposes set out in the RFP. The District of Sooke may, at any time, request the original consents or copies of the original consents from Proponents, and upon such request being made, Proponents will immediately supply such originals or copies to the District of Sooke.

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## 3. PROJECT SCOPE & DELIVERABLES

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### 3.1 INTRODUCTION

The District of Sooke is issuing a Request for Proposals to obtain municipal engineering wastewater design & consulting services, including but not limited to services identified within the scopes in Section 3.4 of this RFP.

### 3.2 BACKGROUND

The District of Sooke built a wastewater collection system and wastewater treatment plant (WWTP) in Sooke, BC using a Design/Build/Operate procurement methodology. Prior to the construction of the wastewater collection and treatment system, Sooke residents and businesses relied on septic systems to treat their wastewater. Due to failures of numerous septic fields and systems, health concerns, and issues with water quality and aquatic life health in the Sooke basin, the District of Sooke decided to build a wastewater system. Construction of the wastewater treatment plant began in December 2004 with completion in November 2005.

The WWTP includes a secondary wastewater treatment process utilizing sequencing batch reactors (SBRs). Currently, raw wastewater influent enters the treatment plant via gravity flow into the headworks building and is then screened to remove large solids and debris. Grit removal also takes place in the headworks building. Once screened and de-gritted, the wastewater flows into two SBRs operated in parallel. The SBR's receive the raw screened and de-gritted influent and biological removal of contaminants in the wastewater begins. The SBR's work on a fill and draw principle in that when one SBR is under aeration and is receiving influent, the other SBR is drawing off supernatant from the top of the aeration basin. The clear treated supernatant is drawn from the SBR's, flows through an Ultraviolet (UV) disinfection channel where disinfection of microbial organisms occurs. After disinfection, the wastewater flows via gravity to the outfall, which is located 1.7 km into Juan de Fuca Strait. The excess secondary sludge produced in the SBR's is stabilized into Aerobic Digesters before being dewatered via a centrifuge. The final cake is sent for disposal.

The Sooke wastewater collection and treatment system serves a core area of 5,500 residents including the downtown commercial and industrial core. The collection system comprises over 58km of piping consisting of gravity mains, force mains & low-pressure systems, as well as seven (7) municipally operated pump stations.

The plant is currently designed for a capacity of 3,000 m<sup>3</sup> per day annual average daily flow and 6,900 m<sup>3</sup> per day peak wet weather flow capacity.

### 3.3 PURPOSE OF THE PROPOSAL

The District of Sooke is using this Request for Proposal to obtain the Municipal engineering wastewater design & consulting services for a contract up to December 31, 2023. The Contract will include a District right, in its sole discretion, to terminate the contact with the successful Proponent prior to December 31, 2023, as well as a District right to further extend the contract with the successful Proponent, as deemed necessary and beneficial to the District, in its sole discretion, for subsequent years after the initial term of the Contract has expired.

### 3.4 SCOPE

#### 1. General Description of Design and Consulting Services Required for this Project.

The successful Proponent is to provide project specific municipal engineering wastewater design and consulting services as requested by the District including but not limited to:

- a. PCSWMM Model Maintenance and update:  
Manage all aspects of maintenance and updates to the District's wastewater collection system model to ensure accurate capacity analysis for future capital project planning. This may include, but is not limited to, point and area analysis for proposed density increases, catchment area analysis, as well as providing comprehensive annual updates based on CRD water consumption data, District's flow meter data, as well as model analysis reports based on future projected density increases.
- b. Sewer Serviceability Review (SSR) for development applications:  
Deliver specific model analysis reports for individual development applications that will analyze impacts to the District's collection system and WWTP based on proposed density increases from development or subdivision applications. These reports must identify any required infrastructure upgrades to facilitate proposed density increases that will be required to be implemented by developers. These SSR's will be tracked by the consultants and incorporated into the annual updates to the District's wastewater base model as proposed developments are realized. It is expected that SSR reports are completed to the District's satisfaction and are delivered within 2 weeks from the time they are requested.
- c. Capacity analysis and feasibility studies for areas currently not serviced by wastewater utility:  
Review of the District's Official Community Plan, Zoning Bylaw, as well as any other applicable Bylaws and Policies in conjunction with coordinating with the District's Planning and Development department Staff to obtain projected population and future density projections to complete in depth feasibility studies in unison with conceptual and preliminary designs, with cost estimates, for collection systems to service areas within the District that are not currently receiving wastewater utility collection services.

- d. Design, as required, for any component of the Districts wastewater Collection system:  
Complete collection system designs for new service areas as well as any individual collection system component designs, including but not limited to, gravity service and trunk mains, low pressure systems, pumpstations and force mains, as well as any civil works that would be applicable in conjunction with the construction any aspects of the wastewater collection system. This may include storm and roadworks infrastructure. Designs may be requested to be advanced to final detailed tender ready designs, and services under this project will include the successful Proponent to complete tendering, contract administration, and project management on behalf of the District as the projects are budgeted for and realized for construction implementation.
- e. Condition Assessments and Capital replacement Plans for Wastewater infrastructure:  
Condition assessments completed for any aspects of the District’s WWTP or collection system, including but not limited to, providing life expectancy, required replacements or recommended upgrades, cost estimates, as well as a strategic plan with projected cost estimates for future capital replacements.
- f. Bylaw and Policy Development & overall financial strategy for Utility Cost Recovery:  
The District may require the successful Proponent to review, make recommendations for improvements, and develop draft Policies and Bylaws as applicable to the wastewater utility as well as cost recovery Bylaw and Policy development for future service areas.
- g. Sewer Master Plan Development  
The District will require the successful Proponent to review the District’s Liquid Waste Management Plan (LWMP) and make recommendations for updates and lead the redevelopment the LWMP if required. The successful Proponent will be required to develop an overall Wastewater Utility Master Plan that will combine various deliverables, as identified within this section, “the scope of this project”.

## 4. SUBMISSION REQUIREMENTS

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Proposals must include the following information, preferably in the order presented, to be considered complete.

### 4.1 STATEMENT OF INTEREST

Proponents shall submit a letter of interest of no more than two pages explaining why the Proponent is interested in this opportunity.

### 4.2 QUALIFICATIONS

Proponents must include a summary of their company’s background, areas of expertise, and number of employees.



### 4.3 EXPERIENCE OF PROJECT TEAM

Proponents shall provide:

1. Details of the proposed project team, organizational structure, roles, responsibilities, qualifications, and credentials.
2. A list of sub-consultants, if applicable, that the Proponent proposes to use (i.e. Geotechnical, Electrical, Mechanical, Structural) including information about their sub-consultants including:
  - a. How Proponent's operation is structured, with respect to sub-consultant(s).
  - b. Type of work that will be performed by the sub-consultant(s).
  - c. Qualifications and level of experience of the sub-consultant(s).

### 4.4 PROJECT EXPERIENCE

Proponents shall provide:

1. Example projects where each team member has successfully undertaken a similar role to the roles proposed within the scope of this project.
2. Example projects which display the project team's experience with types of projects like the design and project management work proposed within the scope of this project.

### 4.5 REFERENCES

Respondents shall provide the names, position titles, and contact telephone and/or e-mail of three (3) persons who can provide references for the projects listed pursuant to section 4.4 above. The District reserves the right to conduct reference checks.

### 4.6 PROPOSAL

Proponents shall demonstrate an understanding of section 3 by submitting a proposal including the following components:

1. Knowledge of the District Wastewater collection system and WWTP and associated challenges.
2. Sufficient detail and evidence of the Proponent's understanding, knowledge, and experience to satisfy the project deliverables as identified in section 3.4, "Project Scope".
3. Sufficient detail on the Proponent's methodology to deliver on project objectives "Project Scope"
4. Acknowledgement and confirmation of all issued Addenda to the RFP.

#### 4.7 SOCIAL PROCUREMENT CONSIDERATION

Proponents are requested to provide details of any information or aspects of their proposed services that would be beneficial to the District of Sooke. This may include any aspects of services or reviews that would be included in their Proposal at no cost to the District and would be deemed a benefit to the community.

#### 4.8 PROJECT TEAM FEE SCHEDULE

*Proponents shall provide a Project Team hourly fee schedule and must include at a minimum:*

1. A statement that all fees are in Canadian funds.
2. Hourly charge out rates for all project team members proposed to be involved.
3. Sub-consultant fees including hourly charge out rates.
4. Other anticipated hourly rates associated with project deliverables, meetings, and travel time.
5. Allowance for the Goods and Services Tax/Provincial Sales Tax.
6. An explanation of the company's billing procedures and disbursements.
7. Any anticipated expenses are to be identified in the Proposal.

### 5. EVALUATION AND SELECTION

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It is not the intent of the District to enter into contract negotiations with any Proponent that does not furnish satisfactory evidence of possessing the experience and ability required, and sufficient resources to ensure acceptable performance and completion of the Work. The District reserves the right to reject any Proposal from any Proponent who, in its sole discretion, is deemed incapable of providing all necessary resources to perform the Work in a satisfactory manner.

THIS IS A REQUEST FOR PROPOSALS ONLY AND NOT A REQUEST FOR TENDERS OR BINDING OFFERS. A PROPONENT'S SUBMISSION OF A PROPOSAL IN RESPONSE TO THIS RFP SHALL NOT GIVE RISE TO A CONTRACT INCLUDING THE CONTRACT KNOWN AS "CONTRACT A". NO CONTRACT NOR BINDING OBLIGATIONS OF ANY NATURE SHALL EXIST BETWEEN THE DISTRICT AND A PROPONENT UNLESS AND UNTIL THE DISTRICT AND A PROPONENT ENTER INTO A FORMAL CONTRACT FOR THE WORK DETAILED IN THIS RFP. NOTHING IN THIS RFP COMMITS THE DISTRICT TO SELECT A PROPOSAL FROM ANY PROPONENT.

#### 5.1 EVALUATION TEAM

The Evaluation Team, formed at the District's sole discretion, will evaluate the proposals in accordance with the evaluation criteria.

#### 5.2 CLARIFICATION, ADDITIONAL INFORMATION, AND INTERVIEWS

The Evaluation Team may, at its sole discretion, request clarifications or additional information from a Proponent with respect to its Proposal and the Evaluation Team may make such requests to

only selected Proponents. The Evaluation Team may consider such clarifications or additional information in evaluating a Proposal.

The Evaluation Team may, at its discretion, invite one or all the Proponents to appear before the Evaluation Team to provide clarifications to their Proposals. In such event, the Evaluation Team will be entitled to consider the answers received in evaluating the Proposals.

### 5.3 EVALUATION CRITERIA

The Evaluation Team will evaluate Proposals based on the following criteria:

- a) Project Understanding Approach
- b) Knowledge of the District's Wastewater Utility System
- c) Qualifications of Company and Experience of Project Team
- d) Proposed Project Delivery based on Project Scope
- e) Social Procurement Considerations
- f) Fees Schedule

### 5.4 NEGOTIATION

The District may negotiate with a Proponent. If the parties, after having bargained in good faith, are unable to conclude a Contract, 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.

## 6. COMMUNICATIONS & ENQUIRIES

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All enquiries regarding this RFP 2021-WW001 may be directed in writing or by email, to the following person prior Monday, August 16<sup>th</sup> at 3:00pm. Proposals must be submitted prior to the Closing Date and Time - Thursday, August 19<sup>th</sup> at 3:00pm. Information obtained from any other source is not official and should not be relied upon.

Paul Bohemier  
Email: [pbohemier@sooke.ca](mailto:pbohemier@sooke.ca)  
Telephone: 250-642-1634

#### a. Addenda

The District will post an electronic copy of the written Addendum on the District of Sooke's website 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 and

Addendums, if applicable, prior to preparing and submitting a Proposal with respect to any and 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. Negligence on the part of a Proponent in preparing a 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 this 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's 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

A Proponent may withdraw its Proposal at any time prior to the Closing Date and Time by submitting a written withdrawal letter to the Manager of Wastewater. The withdrawal letter can be either hand delivered or emailed.

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.

## 7. PAYMENT

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Payment for the Work will be made within 30 days of receipt of monthly invoices in a form satisfactory to the District.

## 8. GENERAL TERMS & CONDITIONS

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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 Work 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 a Contract.
- iv. Assess the ability of the Proponent to perform the contract and may reject any Proposal where the District determines, in the District's sole discretion, that 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 work required within the RFP and negotiate the price to reflect such change.
- vii. Award a Contract to a Proponent other than the Proponent determined to have submitted the best Proposal, 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.
- viii. The District reserves the right to extend or limit scope of work listed under section 3.4 to successful Proponent.
- ix. The District reserves the Right to enter into a contract or agreement with more than one of the Proponents.

Under no circumstances shall the District be obligated to award a Contract solely based on 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 within 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, is formed under, or arises from this RFP, exists prior to the signing of a formal written Contract.

e. 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.

f. 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 at any time, other than the District Representative named in this document or the Director of Operations (including delegated engineering staff) for the District of Sooke.

g. Confidentiality and Freedom of Information

The District will retain all Proposals and they will not be returned to the Proponent. All Proposals 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.

h. Contract

A Contract will be required between the District of Sooke and the successful Proponent.

i. 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.

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 Staff.

j. Insurance

Except as may be otherwise expressly approved by the District in writing, the successful Proponent will, without limiting its obligations or liabilities 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 \$1,000,000.
- ii. Comprehensive Liability Insurance with not less than \$2,000,000 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 Proponent 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 the Contract shall be maintained during the term of

the Contract and any extension thereof and shall not be capable of cancellation unless 30 days' notice is first given to the District.

The successful Proponent must ensure that every sub-consultant provides and maintains insurance substantially in accordance with the requirements of the Contract. The successful Proponent 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 Proponent.

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.

k. Regulatory & Legislative Compliance

The successful Proponent shall ensure services and products provided in respect to the Work are in accordance with, and under the authorization of, all applicable authorities and municipal, provincial, and federal legislation and Acts. The successful Proponent will provide the District with a copy of their current Certificate of Clearance from WorkSafe BC, prior to or at the time of signing the Contract; with copies of renewal confirmation provided every ninety days. The successful Proponent shall adhere to the District's COVID-19 Exposure Control Plan.

The successful Proponent shall be designated and shall assume the responsibility as the Prime Contractor per WorkSafe BC OH&S regulations under applicable Sections 20 and 118 and applicable Subsections within them. The successful Proponent must have the necessary qualifications for and be willing to accept the responsibilities as Prime Contractor for the Contract.

The successful Proponent shall provide the District, prior to the commencement of the Work, with a written copy of the Health and Safety Policy of their organization, along with any applicable procedures relevant to the Work. If the successful Proponent does not have written procedures relevant to the Work, the successful Proponent's project team will be expected to abide by the District's safety procedures in accordance with the duties of employer's provision of the Occupational Health and Safety Act.

l. Governing Law

This RFP and the Contract shall be governed by the laws of the Province of British Columbia.

m. 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, indirectly, or 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.

## 9. Closing Date for Proposals

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The Closing Date and Time for Proposals will be 3:00 p.m. Pacific Time, August 19<sup>th</sup>, 2021. All Proposals must be clearly marked with the name and address of the Proponent and the 'Request for Proposal – RFP2021-WW001' 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.