



**Engineering Services
Long Spit (Whiffin Spit) Park
REQUEST FOR PROPOSALS**

Closing location:

Proposals will be received at

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

Closing date and time:

Friday, July 15, 2022 at
3:00 pm Pacific Time

1. DEFINITIONS

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 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 Proponent;

“District” means the District of Sooke;

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

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

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

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

“Submission” means a full response by a Proponent to the RFP in accordance with submission requirements; and

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

2. INSTRUCTIONS FOR PROPONENTS

2.1 ENQUIRIES

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

Laura Hooper
Manager of Parks and Environmental Services
Email: lhooper@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). Each addendum will be incorporated into and become part of the RFP. It is the sole responsibility of the Proponent to monitor the sooke.ca website regularly to ensure that they have received all updates.

All background document ATTACHMENTS can be found with the District of Sooke RFP posting at www.sooke.ca/municipal-hall/documents-forms/tenders-and-rfps/

All enquiries, and questions are to be submitted in writing via email prior to 4:30 pm on July 6, 2022. 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

An electronic submission, via email or USB stick, will be accepted with a cover letter signed by a person authorized to legally bind the Proponent to the statements made in the submission. Submissions will be received until 3:00 pm, Pacific Time, on Friday, July 15, 2022 at parks@sooke.ca. Submissions of USB sticks or paper copies must be clearly marked and addressed as follows:

Engineering Services – Long Spit (Whiffin Spit) Park

Attn: Laura Hooper
Manager of Parks and Environmental Services
District of Sooke
2205 Otter Point Road
Sooke, BC V9Z 1J2

- It is the sole responsibility of the Proponent to ensure the District receives their Submission prior to the closing time and date. All costs to prepare the Submission shall be borne solely by the Proponent.
- Late submissions 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 the Submission by a courier service shall be the responsibility of the Proponent and Engineering Services - Long Spit Park

will be rejected if the envelope/package is delivered to a location other than which is stated in this document and the envelope/package fails to be delivered to the District prior to the closing date and time.

- Submissions will **NOT** be opened in the public.

2.3 SIGNATURE

The Submission 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

Submissions may be amended in writing and delivered to the closing location prior to the closing time and date. Amendments must be signed by the Proponent's authorized signatory and may be either hand-delivered or emailed to the submission address or email.

Submissions may be withdrawn by the Proponent at any time prior to the stated closing time and date by submitting a written withdrawal letter either hand-delivered or emailed to the submission contact address/email.

2.5 SUBMISSION REVIEW

Review of Submissions will be by a committee formed by the District of Sooke and may include staff, Councilors, and contractors of the District of Sooke.

2.6 REVIEW AND SELECTION

The review committee will check Submissions against the Submission Requirements. Submissions not deemed to be complete will be rejected without further consideration. Submissions that are deemed to be complete will then be reviewed against the content of the proposal. Complete Submissions will be presented to District of Sooke Council for further consideration.

2.7 CHANGES TO SUBMISSION WORDING

The Proponent will not change the wording of its Submission after the closing date and time specified on the front cover of this RFP, and no words or comments will be added to the Submission 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 Submission and for subsequent negotiations with the District of Sooke, if any. 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 Submission 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 Submissions, 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 CONFIDENTIALITY OF INFORMATION

Information pertaining to the District of Sooke obtained by the Proponent because of participation in this RFP is confidential and must not be disclosed without written authorization from the District of Sooke.

2.14 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 use 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.

3. PROJECT SCOPE & DELIVERABLES

3.1 INTRODUCTION

The District of Sooke (the “District”) is planning for the future of Long Spit (Whiffin Spit) Park in the face of climate change, sea level rise and increases in park use. We are seeking to engage a suitably qualified Professional Engineer to analyze existing data available for predicted sea level rise and shoreline specific conditions to provide short-term and long-term options to retain the environmental, recreational, and cultural values of Long Spit (the Spit). This request for proposals (RFP) has been issued to evaluate prospective firms with a demonstrated capacity to assemble a team of professionals to consider the natural environment and the historic structure and function of the Spit, predict the issues facing the landmark, and then design elements that will make the Spit more resilient to the changes of the next century.

The District envisions an elevated walkway for a portion of the Spit which is most susceptible to erosion, green shores design elements to mitigate storm surges and winter wave action which affect on both the Spit’s structure and the inner harbour, and a plan to increase parking. We also envision a long-term plan that ensures the resiliency of this landform so that will be preserved for future generations.

3.2 BACKGROUND

The District of Sooke (the “District”) (est. 2022 pop. 15,0001) is within the asserted traditional territories of the T’Sou-ke and Scia’new First Nations. It is located on the south-western tip of Vancouver Island, BC, Sooke has a sheltered harbour, and is a scenic forty-five (45) minutes’ drive from BC’s capital city, Victoria. As a part of a temperate rainforest, the Sooke district has one of the mildest climates in Canada. Characterized by warm, dry summers and mild winters, Sooke’s pleasant climate is a year-round paradise for those who enjoy outdoor activities, such as hiking, biking, kayaking, or sailing. Tourism, outdoor recreation, forestry, agriculture, and regional services characterize the District’s economy.

Long Spit (Whiffin Spit) Park is located at 1510 Whiffin Spit Road and is considered an iconic landmark of the region and of the parks and trails system. The Spit is situated between the Sooke Harbour and Juan de Fuca Strait and offers a scenic walk along the shoreline. The area is popular with dog walkers and nature enthusiasts as wildlife such as nesting shorebirds and sea lions can often be spotted. Native plant and invertebrate species are also known to exist on the site. The 1.2 km coastal trail starts at the end of the 24-stall parking lot and follows the 3-4-meter-wide gravel path to the end of the Long Spit. The trail is relatively flat, ranging from less than one to four meters above sea level and the cobble beach. The end of the Spit houses a light station in a fenced area as an aid for marine traffic.

The project area is partially within the recorded boundaries of archaeological site and partially within areas modelled as having high potential for archaeological resources based on the CRD archaeological potential model. There is extensive disturbance from nearby residential and park development. Existing developments include CRD and municipal utility lines, roads, park landscaping, parking lot, and rip rap. Most areas have been built up with imported material, particularly for the road and parking lot, capping any possible cultural material within the development areas.

The Long Spit land formation was historically bisected by a channel that was filled in in the 1980’s to

protect the inner harbours' fishing fleet from wave action and to facilitate a walking path that would not be impacted by high tide. The T'Sou-ke have expressed the desire to see this corrected to improve the water quality in the harbour in the 2010 Official Community Plan and the draft 2022 Official Community Plan. Wave action from winter storms is causing erosion and, without annual remediation, will gradually reestablish this channel in the mid-term.

3.3 THE NEED

The District of Sooke is seeking hourly rate proposals for an Engineer-led team to provide consulting and design services to provide insight of the likely fate of Long Spit over the next 100 years: will it exist given the predicted sea level rise for the area and if not, is there anything we can do, on the near and long-term to save it in a viable way? We would also like insight on the impact of doing nothing to intervene to retain this geographical feature. Sooke is seeking a near-term and long-term plan to minimize the impacts of climate change on the Spit over the next 100 years.

Ideally, the proponent will propose on the following deliverables to complete 50% conceptual design and class D estimates within the \$50,000 budget:

Near-term Solutions

1. analyze the existing data and provide report on pros and cons of the following actions complete with Class D cost estimates to either:
 - a. reinforce the Spit at its low point(s) and increase resiliency to storm action using green shores design principles, or
 - b. construct a bridge and reestablish the natural channel while increasing resiliency to storm action using green shores design principles
2. provide 50% conceptual design drawings with class D estimates on the selected option and provide an overview of the regulatory process required to achieve the selected design
3. provide an analysis of the road rights of way within 500 m of the park to:
 - a. create 24 off-site parking spots thus increasing available parking by 50%
 - b. provide 50% conceptual design drawings with class D estimates for offsite parking that may include a reconfiguration of the existing parking lot

Long-term Solutions

4. analyze the existing data and provide report on pros and cons of raising the walking trail to a recommended elevation above sea level and increase resiliency to storm action using green shores design principles with Class D cost estimates.

3.4 ROLES

The Proponent will take the lead in the development and execution of the project. The Proponent will deliver services for design and the preparation of conceptual designs. The District will partner with the Proponent to facilitate the procurement of reports and data.

The District will assign a staff person to work with the successful proponent throughout the project, liaise with the T'Sou-ke Nation and other the short-term set-up processes and overall operations on the long term. Formalization of roles will be incorporated into a subsequent contract once the successful Proponent(s) has been selected.

4. SUBMISSION REQUIREMENTS

Submissions 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, area 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 that the Proponent proposes to use, 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 with this project.
2. Example projects which display the project team's experience with types of projects like the design and project management work proposed with 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 4.1 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 with:

1. Sufficient detail and evidence of the Proponent's understanding of the proposed project.
2. Sufficient detail on the Proponent's methodology for the proposed project.
3. Confirmation of all issued addenda to the RFP.

4.7 PROPOSED PROJECT SCHEDULE & DELIVERY

The Proponent should explain in detail how they intend to achieve the District's project objectives, as described in section 3, and a detailed time schedule with key milestones and submissions.

4.8 PROJECT BUDGET

The Proposed Project Budget must include a fee structure for design and project management, including a breakdown of fees using the same headings from the Proponent's proposed methodology. The fee structure must include at a minimum:

1. A statement that all fees are in Canadian funds.
2. Hourly charge out rates and task hour requirements for all personnel involved.
3. Sub-consultant fees including hourly charge out rates.
4. Disbursements, meetings, and all other costs to complete the work.
5. Allowance for the Goods and Services Tax/Provincial Sales Tax.
6. An explanation of the company's billing procedures.
7. Any anticipated expenses are to be identified in the proposal.

5. EVALUATION AND SELECTION

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 Submission from any Proponent who, in its sole and reasonable opinion, is deemed incapable of providing all necessary resources to perform the Work in a satisfactory manner. This RFP is not a tender and does not commit the District of Sooke in any way to select a Proponent.

5.1 EVALUATION TEAM

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

5.2 CLARIFICATION, ADDITIONAL INFORMATION, AND INTERVIEWS

The Evaluation Team may, at its discretion, request clarifications or additional information from a Proponent with respect to any 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 approximate weighting of criteria:

Project Understanding and Design Approach	20%
Quality and Experience of Project Team	30%
Proposed Project Delivery	40%
Fees	10%

5.4 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.

6. COMMUNICATIONS & ENQUIRIES

All enquiries regarding this RFP 2022-005 are to be directed in writing or by email, to the following person prior to the specified closing date/time. 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
Telephone: 250-507-9944

a. Addenda

The District will post an electronic copy of the written addendum on the District of Sooke's website at <http://sooke.ca/municipal-hall/documents-forms/tenders-and-rfps/>, and on BC Bid 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 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 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.

7. PAYMENT

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

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.

Engineering Services - Long Spit Park

- vi. Reduce the Scope of Services required within the RFP and negotiate the price to reflect such change after award of an Agreement.
- 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 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 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 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. Consulting Services Agreement

A Consulting 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 \$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 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.

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. 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 Proponent will provide the District with a copy of their current Certificate of Clearance from WorkSafeBC 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 Proponent shall be designated and shall assume the responsibility as the Prime Contractor per WorkSafeBC 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 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 Proponent does not have written procedures relevant to the Work, the 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.

By making a Submission, the Proponent represents that it has the legal capacity to enter into a contract and is in compliance with all federal, provincial, and municipal laws and regulations applicable.

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.

9. Closing Date for Proposals

The closing date for proposals will be 3:00 p.m. local time, July 15, 2022. 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.

All background document ATTACHMENTS can be found with the District of Sooke RFP posting at www.sooke.ca/municipal-hall/documents-forms/tenders-and-rfps/