



REQUEST FOR PROPOSALS

RFP Development Approvals Program (2023-2024)

Development Approvals Program

Closing location:

Sealed Proposals will be received at

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

Closing date and time:

May 9, 2023
at 3:00 pm Pacific Time

Note: Faxed and emailed RFP submissions will **not** be accepted.

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1 OVERVIEW

The District of Sooke (the District) is seeking proposals from qualified professionals to assess the District's existing development application processes, deliver recommendations to improve processes, project manage implementation of recommendations, manage community and stakeholder engagement for bylaw amendments, policy development, change management and prepare grant provider reporting requirements.

The project will engage internal and external stakeholders aligned with development application process reviews and support the structured implementation of best practices to improve and expedite application reviews.

The District received a grant from the Union of BC Municipalities (UBCM) under the Local Government Development Approvals Program to assess its development approvals processes. The grant will fund a project that will review the District's current development approval processes, including the use of digital management software and web-based application submissions.

Evolving the current development review processes and procedures to address these demands requires a thorough review of the development approvals bylaws, processes, staff capacity, communications, and information technology (current and additional opportunities if identified) to address gaps and opportunities to better facilitate an effective development approval process. An important part of this process will be to develop procedures and policies that allow the District to quickly facilitate good, desirable development that is aligned with the District's Official Community Plan and the communities values. Effective change management throughout the process will be critical to implementing this vision and establishing a robust development approval framework.

Based on a review of responses to this Request for Proposals, the District of Sooke intends to select a Proponent who would then be invited to enter into a contract for provision of the services described in section 4.

2 DEFINITIONS

Throughout this Request for Proposals, 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 RFP;

"Consultant" means the successful proponent to the RFP who enters into a written contract with the District of Sooke;

"Contract" means the written agreement resulting from the RFP, executed by the District of Sooke and the Consultant;

"District" means the District of Sooke;

“Force Majeure” means causes that are beyond a party’s control, and which are unavoidable by the exercise of reasonable foresight;

“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 the proponent’s submission in response to this RFP;

“RFP” means this Request for Proposal;

“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.

3 INSTRUCTIONS FOR PROPONENTS

3.1 ENQUIRIES

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

Duane Blewett (Manager of Subdivision Land Development)

Email: dblewett@sooke.ca

Matthew Pawlow (Director of Planning and Development)

Email: mpawlow@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 enquiries, and questions are to be submitted in writing via email prior to 3:00 pm Pacific Time on May 5 2023. The District reserves the right to not answer any enquiries that are submitted after this time and date.

3.2 CLOSING DATE, TIME AND DELIVERY REQUIREMENTS

One (1) electronic version of the Proposal supplied on a USB memory stick in pdf format delivered in a sealed package/envelope, with completed appendices signed by a person authorized to legally bind the Proponent to the statements made in the response to this RFP. Proposals will be received until May 9

2023 at 3:00 pm Pacific Time. Proposals shall be submitted in a sealed package/envelope clearly marked and addressed as follows:

District of Sooke Development Approvals Program – Proposal Submission

Attn: Duane Blewett
Manager of Subdivision Land Development
District of Sooke
2205 Otter Point Road
Sooke, BC V9Z 1J2

Please note the following:

- It is the sole responsibility of the Proponent to ensure the District receives their Proposal prior to the closing time and date. All costs to prepare the Proposal 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 this RFP.
- Facsimile (fax) or e-mail proposals for this RFP will **NOT** be accepted.
- Hardcopies will be accepted but are not a submission requirement, provided a digital USB memory stick is supplied with the package.
- Delivery of the RFP 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 the RFP and 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.

3.3 SIGNATURE

The proposal 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.

3.4 AMENDMENTS TO & WITHDRAWALS OF PROPOSALS

Proposals that have been submitted 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 RFP's contact address or email.

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

3.5 PROPOSAL REVIEW COMMITTEE

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

3.6 REVIEW AND SELECTION

The review committee will check Proposals against the mandatory criteria. Proposals not meeting all mandatory criteria will be rejected without further consideration. Responses that do meet all the mandatory criteria will then be assessed and scored against the desirable criteria. Proposals will be ranked and the District of Sooke's intent is to enter into contract negotiations with the Proponent who has the highest overall ranking.

3.7 CHANGES TO PROPOSAL 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.

3.8 PROPONENT'S EXPENSES

Proponents are solely responsible for their own expenses in preparing a Proposal and for subsequent negotiations with the District of Sooke, 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.

3.9 ACCEPTANCE OF PROPOSALS

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

3.10 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.

3.11 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.

3.12 OWNERSHIP OF PROPOSALS

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.

3.13 CONFIDENTIALITY OF INFORMATION

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

3.14 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.

3.15 FORM OF CONTRACT

Any Contract with a Proponent will be substantially similar to the terms and conditions of the District of Sooke's General Services Agreement (Schedule A).

4 PROJECT SCOPE & DELIVERABLES

4.1 INTRODUCTION

The District of Sooke (the District) is seeking proposals from qualified professionals to assess the District's development application processes, deliver recommendations to improve processes, project manage implementation of recommendations and prepare grant provider reporting requirements.

The project will engage internal and external stakeholders aligned with development application process reviews and support the structured implementation of best practices to improve and expedite application reviews.

Evolving the current development review processes and procedures to address these demands requires a thorough review of the development approvals bylaws, processes, staff capacity, communications, and information technology (current and additional opportunities if identified) to address gaps and

opportunities to better facilitate an effective development approval process. An important part of this process will be to develop procedures and policies that allow the District to quickly facilitate good, desirable development that is aligned with the District's Official Community Plan and the communities values. Effective change management throughout the process will be critical to implementing this vision and establishing a robust development approval framework.

In determining a successful bidder, the District will consider factors such as, but not limited to, bidders qualifications, experience, references, methodology, proposal completeness and fees; not just the lowest invoice price (from the District's [Purchasing and Disposal of Assets Policy](#)).

4.2 BACKGROUND

The District received a grant from UBCM under the Local Government Development Approvals Program to assess its development approvals processes. The grant will fund a project that will review the District's current development approval processes, including the use of digital management software and web-based application submissions.

The District initiated this project within the last quarter of 2021 continuing until the first quarter of 2024 in unison with consultants reviewing and updating existing, development procedures, bylaws, and policies.

Throughout 2022, the District's Planning and Operations Divisions experienced staffing challenges. Though the District experienced staffing challenges and a high volume of development activity, work has progressed towards fulfilling the project goals. The majority of District staff associated with development application reviews are fairly new to the District. Training has been provided for the District Land Management Software (Tempest), digital review software has been purchased and is currently being used by staff for plan reviews (Bluebeam Revu), consultants have been working with staff to draft a new Subdivision & Development Standards Bylaw and perform an internal review of the Building Permit application process.

UBCM have provided the District with a six month grant extension. All project activities are to be completed prior to March 15, 2024. A final report is required to be submitted to UBCM within 30 days of the project end date and no later than April 15, 2024.

4.3 THE COMMUNITY

The District of Sooke sits on the traditional territory of the Coast Salish people who have been the long-established stewards of the lands and waters of this area. The District of Sooke sits adjacent to an incredibly beautiful harbour and basin that has provided an abundance of local wildlife, food resources and commerce throughout time. The District contains numerous sensitive ecological areas including salmon bearing rivers and creeks and habitat for species at risk, comprises of urban areas, rural areas and farmland, and has an integral relationship with the surrounding hills and rainforest. Sooke provides a gateway to the rugged west coast of Vancouver Island, and is located approximately a 40 minute drive west of the capital city of Victoria.

Sooke is also a rapidly growing municipality and faces many challenges, and likewise, opportunities related to community growth. According to the recent census (2021), the population of the District of Sooke consists of approximately 15,086 people and encompasses 66.65 square kilometers.

4.4 DELIVERABLES

4.4.1 UBCM Grant Application Review and Amendment

Review and understand UBCM grant approval agreement, local government general funding terms, conditions, and relevant program & application guide.

Prepare a report with revised scope, budget and anticipated timeframe for Integration to be provided to UBCM for review.

4.4.2 Reporting and Communication

Establish accountabilities and reporting/communication structure with the District. Update project schedule upon each progress completion and when requested by the District.

4.4.3 Existing Process and Procedures Assessment

Assess the Districts existing development application processes (Bylaw Amendment (Rezoning), Development Permit, Development Variance Permit, Subdivision, Design Drawing Assessment, Highway Use Permit and Building Permit).

Research and review the Districts existing bylaws, policies and public information; such as but not limited to the District's:

- Council Strategic Plan;
- Official Community Plan;
- Zoning Bylaw;
- Building Bylaw;
- Subdivision and Development Standards Bylaw;
- Draft Subdivision and Development Standards Bylaw;
- Transportation Master Plan;
- Parks and Trails Master Plan;
- Development Procedures Bylaw;
- Development Application Procedure Policy;
- Development Application forms; and
- Development Application Web Pages.

Assess the District's existing development application management software (Tempest/Prospero), use of digital application review software (Bluebeam Revu) and infrastructure technology hardware.

4.4.4 Consultation

Prepare and commence an interview process with District staff, external stakeholders and assess regional best practices with peer local governments.

4.4.5 Reporting with Recommendations

Provide existing development application processes report with recommendations for areas of improvement.

4.5 STREAMLINE DEVELOPMENT APPLICATION PROCESSES AND PROCEDURES

Streamline development application processes and procedures stemming from recommendations identified within existing development application processes report.

Create development application process and procedure manuals, publications (brochures, website updates) and Infographics.

4.6 UPDATE BYLAWS AND POLICIES

4.6.1 Draft Subdivision and Development Standards Bylaw

Proponent to determine if the Draft Subdivision and Development Standards Bylaw currently under review with staff is in-line with best engineering/development practices and provide recommendations.

- Staff will undertake a legal review of the Draft Subdivision and Development Standards Bylaw.
- Staff and proponent will present the draft document to Council with a proposed public engagement strategy.
- Proponent to work with staff to finalize public engagement strategy.
- Proponent to provide recommendations based on public engagement feedback. Incorporate relevant feedback into bylaw.
- Staff and proponent to present document to Council for adoption process.

4.6.2 Existing Bylaw and Policies

Develop drafts as needed for updates to existing bylaws and policies.

4.6.3 New Bylaws and Policies

Develop drafts for potential existing bylaw and policy amendments as a result of existing process and procedures assessment.

Develop new bylaws and policies as needed such as but not limited to:

- Park Land Dedication and Cash-in-Lieu of Park Land Dedication Policy
- Geotechnical Policies and Procedures Manual
- Community Amenity Contribution Policy

5 RFP SCHEDULE

The schedule for this RFP shall be as follows:

RFP ISSUED	April 17 2023
DEADLINE FOR QUESTIONS	May 2 2023
RFP CLOSING	May 9 2023

It is anticipated that proposals will be evaluated, and the project awarded by May 23 2023 with work commencing in accordance with the project schedule upon award and contract execution.

6 PROPOSAL SUBMISSION

Proposals must include the following information to be considered (preferably in the order presented):

6.1 CORPORATE QUALIFICATIONS & EXPERIENCE

Proponents must include a brief summary of their company's background, area of expertise, and number of employees. Proponents shall list any subcontractors or sub-consultants they intend to use and provide a similar summary. Proponents shall include at least three (3) project abstracts that clearly outline previous projects with similar services that have been successfully completed by their company within the past three (3) years.

The project abstracts shall clearly note the project value, a comparison of budget versus actual costs incurred, project constraints, location, client names, and references.

6.2 EXPERIENCE, DEPTH & BREADTH OF PROJECT TEAM

Proponents shall provide the Curriculum Vitae (CV) of the Project Manager; and list all other project team members that would be directly involved in the project, indicating relevant experience, qualifications, credentials, home office and notable achievements in each area of the Work. Proponents shall provide a project organization chart and a table clearly indicating what role and responsibility each team member will play, the anticipated hours of each, and the total role and project hours. The District must be kept apprised of (and approve any) changes or substitution of key personnel for this project.

6.3 APPROACH & METHODOLOGY

Proponents are to confirm their understanding of the scope of work and clearly define and describe how their proposed approach would meet those requirements. The work plan should include a scheduling of activities and resources necessary to meet the project objectives, including the provision of a quality assurance and control plan that ensures senior technical review of relevant project activities.

6.4 QUALITY ASSURANCE & CONTROL

Strategic decisions will be based on the collected data and analysis results provided by the Consultant. Proponents shall provide a description of an internal quality assurance and control program designed to minimize potential sources of error that could affect the analysis and negatively impact decision-making processes on which recommendations to the District are made.

6.5 SCHEDULE OF WORK

Proponents shall indicate when work would commence and approximately how long it would take to complete the assignment. Proposed start dates, progress meeting dates, milestones, other key events, and major project deliverables shall be clearly identified on the project schedule. The schedule shall identify the critical path, delineate what resources will be required, and when they will be required. The proposed schedule must align with the RFP deliverable target dates. This portion of the proposal should be provided in Microsoft Project or a similar scheduling software format. A sample timeline is attached as Schedule B.

6.6 COST/PROPOSED FEE FOR PROJECT

The total project cost is to be considered an upset limit, not to be exceeded unless approved in writing by the District, and shall be inclusive of all Consultant salary costs, general and overhead expenses, disbursements and legal review. Direct project costs must be broken down by personnel and estimated hours per task. Disbursements shall include the costs of printing and reproducing, drawings, reports, travel, accommodation costs, out of pocket expenses, and all other expenses.

6.7 HOURLY PROJECT TEAM MEMBERS RATES

As a supplement, a schedule of rates for all key personnel, technical staff, and support personnel must be included. These rates will be used for any additional work that is authorized by the District.

6.8 VALUE ADDED

The proposal should indicate thought and consideration has been given to answering the goals of the project, highlighting any additional items or approaches, specifically in relation to District of Sooke processes, policies, procedures, and bylaws.

6.9 SOCIAL PROCUREMENT PRINCIPLES OR PRACTICES

The proposal should include answers to the following questions:

Diverse Employment Policies and Practices

1. Does your enterprise work with employment support services within the communities you operate?
 - *Answer prompt: Identify the employment support services that you engage with to address workplace needs.*

Employee Training, Wellness, and Apprenticeship Program

2. Does your enterprise provide employee training and development programs?
 - *Answer prompt: describe- what type of training and development do you offer employees?*
3. Does your enterprise provide apprenticeships?
 - *Answer prompt: what types of apprenticeships do you host, how many annually, which colleges and institutions do you partner with?*

Living Wages

4. Does your enterprise pay your employees a living wage? The 2021 living wage for Victoria -is \$20.46/hour.
 - *Answer prompt: what percentage of your employees earn above a living wage? What other considerations inform or influence your wages? What other benefits do you offer employees?*

Other Community Benefits

5. Does your enterprise support community initiatives and/or non-profits in the communities you operate?
 - *Answer prompt: Provide an example of a non-profit partnership, community initiative or other community contributions, outside of your regular course of business, that demonstrates your community engagement.*

7 RFP EVALUATION CRITERIA

The District, in its sole discretion, may disqualify any proposal before its evaluation is fully completed if it contains false information, reveals a conflict of interest, or if the proponent misrepresents any information provided within it. Proposals will be evaluated based on conformance with all aspects of the RFP; and proponents should include in their proposals any and all relevant information that would allow the District to accurately assess their organization with regard to the evaluation criteria. The District will make no assumptions on the behalf of the Proponent.

The District shall consider each Proposal and, after such consideration, shall have the right to require any or all of the respondents to attend a presentation to clarify their Proposal. The District reserves the right to contact references provided by the Proponent, and to utilize information acquired from references as part of its overall evaluation.

7.1 EVALUATION CRITERIA

This section details the evaluation process for selecting the best qualified Proponent. Proponents should ensure that they fully respond to all criteria preferably in the order presented in their submission to receive full consideration during the evaluation process. The District of Sooke recognizes that “best value” is the essential component of this project, and therefore the District will give careful consideration to both technical and cost factors in its selection criteria. The following table identifies the key criteria that the District has deemed relevant, and the point assignment of each.

Mandatory Criteria	
a)	The Response must be received at the closing location.
b)	The Response must be in English and must not be sent by facsimile or email.
c)	A USB memory stick containing the Proposal in pdf format must be submitted in a sealed envelope/package. Hardcopies are optional.
d)	The Proposal must include a covering letter signed by an authorized signatory.

	Desirable Criteria	Points
1	Qualifications & Experience <ul style="list-style-type: none">• Three Project references (3) References• Specialties or capabilities of the Proponent• Provides evidence of being able to successfully perform this work on or ahead of schedule• Credentials of staff or subcontractors assigned to this project• Experience in the preparation of Employment Lands Strategies or similar planning work	30

	<ul style="list-style-type: none"> • Ability to distill research into plain language documents free of technical jargon • Subcontractors, roles and responsibilities, if applicable 	
2	Methodology <ul style="list-style-type: none"> • Suitability and comprehensiveness of proposal, indicating a thorough understanding of the request and the expected deliverables • Shows an understanding of the consultative process with community and stakeholders • Shows an understanding of the reporting and interaction with the Project Manager • Technical expertise in community engagement, policy development, urban design and graphic design • Project design for each phase and tasks listed and creativity and feasibility in project delivery 	25
3	Proposal <ul style="list-style-type: none"> • Completeness, overall quality, and level of details submitted with the proposal • Total number of hours proposed and distribution of those hours amongst the team • Project schedule 	20
4	Proposed Fees <ul style="list-style-type: none"> • The fee is fixed and competitive for the work identified and with other proposals • Pricing will include structure fees, disbursements, costs, hourly rates 	10
5	Value Added <ul style="list-style-type: none"> • Proposal demonstrates that thought and consideration have gone into answering the goals of the project, highlighting any additional items or approaches, specifically in relation to District of Sooke processes, policies, procedures, and bylaws 	15
Total Points Available		100

8 AWARD

It is not the intent of the District to award this project to 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 submitted proposal 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 Consultant. The District reserves the right to reject any or all Proposals or to accept any Proposal should it be deemed in the best interest of the District to so do.

8.1 RIGHT TO NEGOTIATE

After the contract has been awarded to the Consultant, the District reserves the right to negotiate minor changes, amendments, or modifications to the Consultant's Proposal, without offering the other Proponents the opportunity to amend their Proposals. Additionally, the District reserves the right to negotiate with the successful proponent to modify the scope of work accordingly to ensure all objectives are satisfied within District's budgetary allocations. This may include minor reductions or inclusions to the scope of work within the proponents proposals.

8.2 FAILURE TO EXECUTE AN AGREEMENT

In addition to all other remedies, if a selected Consultant fails to execute an agreement within 30 calendar days of notice of project award, the District may, in its sole and absolute discretion and without incurring any liability, rescind the selection of the Consultant. In the event of failure to execute as aforesaid, or in the event that the Consultant does not, in the opinion of the District, comply with the specifications and terms of the Contract at any time throughout the duration of the Contract, or if the District, in its sole and unfettered discretion determines that the service or product provided by the Consultant is unsatisfactory at any time during the term of the Contract, the District reserves the right to immediately terminate the Contract in its entirety. Should the aforementioned occur, the District further reserves the right to remove the Consultant from eligibility to submit future Proposals for an indeterminate period thereafter.

8.3 REPORTING & COMMUNICATION

The successful Consultant shall report to Duane Blewett (Manager of Subdivision Land Development). The primary staff liaisons will be Duane Blewett (Manager of Subdivision Land Development) and Matthew Pawlow (Director of Planning and Development). Approval will be required prior to the Consultant proceeding with subsequent components of the project or altering the work plan. Duane Blewett and/or Matthew Pawlow will provide information to the consultants as required, and will be available for meetings, discussion and review of draft concepts.

8.4 PUBLICITY

The successful Consultant shall not make any news release concerning the RFP, submitted Proposal or awarding of same, or the resulting contract without the express written consent of the District.

An award of contract to the successful Consultant does not constitute a general endorsement of the Proponent's products or services, and the award of contract cannot be used by the Consultant to promote the sale of products or services without the express written approval of the District.

The District may issue a news release about the award of the contract and project updates.

8.5 INSURANCE

The successful Consultant agrees to implement and submit proof of insurance upon award of the Contract. The insurance must be maintained for the duration of the Contract at the Consultant's own cost and expense, in such amount, in such forms, and with insurers acceptable to the District.

The Consultant must carry comprehensive general bodily injury and property damage liability insurance in the amount of not less than three million dollars (\$3,000,000) inclusive per occurrence. The District of Sooke must be added as an additional insured to such policy and such policy must contain a cross liability clause.

The Consultant must carry automotive liability insurance for all motorized vehicles (owned and not owned) in the amount of not less than three million dollars (\$3,000,000). Each insurance policy must contain a waiver of subrogation clause in favour of the District of Sooke, and a thirty (30) day prior notice clause of any cancellation or material change in coverage, terms, and conditions.

Commented [JC1]: Probably not needed, but can be left in.

The Consultant must carry insurance on equipment owned or rented by the Consultant to its full insurable value.

The Consultant shall provide, upon award of Contract, professional liability insurance and policy limits carried by the organization, its associates, and/or sub-consultants for an amount per claim and aggregate of three million dollars (\$3,000,000).

8.6 REGULATORY & LEGISLATIVE COMPLIANCE

The successful Consultant 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 Consultant 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 Consultant to the Contract 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 Consultant 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 Consultant does not have written procedures relevant to the Work, the Consultant'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 submitting a Proposal, 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.

8.7 FORCE MAJEURE

Neither party shall be responsible for any delay or failure to perform its obligations under this agreement by reason of force majeure. If either party is unable to perform any of its contractual obligations by reason

of force majeure, including fire or other casualty, strike, order of a public authority, Act of God, or other cause beyond the reasonable control of such party, then such party shall be excused from such performance of the obligations for the duration of such cause. In the event such inability to perform shall continue longer than 30 days, either party may terminate this agreement without further liability by giving written notice to the other party.

8.8 DEFAULT BY CONSULTANT

In the event that the Consultant is found to be in non-compliance with the terms/requirements hereof or in supplying and delivering the services and/or goods in accordance with said terms/requirements, the Contract may be cancelled at the full discretion of the District.

Schedule A – Sample General Services Agreement

GENERAL SERVICES AGREEMENT

Project Name:

District of Sooke File No:

THIS AGREEMENT dated for reference this day ____ of ____, 2020.

BETWEEN:

(Name of Consultant), (incorporation no),

having an address at **(Address)**

("the Consultant")

AND:

DISTRICT OF SOOKE, a municipality incorporated under the *Local Government Act*, having an address at 2205 Otter Point Road, Sooke, British Columbia,
V9Z 1J2

(the "District of Sooke")

GIVEN THAT:

- A. The District of Sooke desires to engage the services of the Consultant as an independent Consultant to perform **(type of services)** as more particularly described below, and
- B. The Consultant agrees to provide such services on the terms and subject to the conditions set out in this Agreement,

(a) Interpretation

- a. In this Agreement, the following terms have the meanings set out after each:

“Agreement” means this agreement, including the recitals and schedules hereto, each as supplemented or amended from time to time;

(b) Schedules Incorporated

- a. The following are Schedules to, and form an integral part of, this Agreement:

Schedule “A” – *(To be Determined)*
Schedule “B” – Privacy Protection Schedule

- b. If there is a conflict between a provision in a schedule to this Agreement and any other provision of this Agreement, then the provision in the schedule is inoperative to the extent of the conflict, unless it states that it operates despite a conflicting provision of this Agreement.

(c) Effective Date and Term

- a. This Agreement takes effect immediately upon execution by all of the Parties.
b. The term of this Agreement is for that period (*set out in Schedule A or dates of term*).

(d) Authority

- a. The Consultant represents and warrants to the District of Sooke that it has the authority to enter into this Agreement and carry out its transactions and all necessary resolutions and procedural formalities have been completed and the persons executing this Agreement on its behalf are duly authorized to do so.

(e) Services

- a. The District of Sooke hereby retains the Consultant as an independent Consultant to provide the services described in Schedule A (“the Services”).
b. The Consultant shall provide the Services strictly in accordance with the terms and conditions set out in this Agreement.
c. The Consultant shall provide the Services during the time period set out in section 3.2 of this Agreement regardless of the date of execution or delivery of this Agreement unless an extension of the time period is agreed to in writing by both parties.
d. The Consultant will perform the Services to a standard of care, skill and diligence maintained by person providing, on a commercial basis, services similar to the Services.

(f) Compensation

- a. During the term of this Agreement the District of Sooke shall pay the Consultant for the Services at the rates and times described in Schedule A.
- b. The Consultant shall submit written statements of account to the District of Sooke according to the schedule set out in Schedule A.
- c. The District of Sooke shall reimburse the Consultant for all necessary expenses that the Consultant incurred while performing the Services and shall do so in accordance with the terms set out in Schedule A.
- d. The District of Sooke shall not pay the Consultant for any fees or expenses in excess of any limit specified in Schedule A, except where that is agreed to in writing by the parties.
- e. Any expense claims provided by the Consultant to the District of Sooke shall be supported by proper receipts.

(g) Consultant's Obligations

- a. The Consultant shall be responsible for the payment of all income and other taxes attributable to any payments made under this Agreement. The Consultant agrees to indemnify and save harmless the District of Sooke from and against any and all manner of actions, claims and demands which may be made against it in respect of any fees, assessments, levies, rates, taxes or other charges made, demanded, assessed or otherwise claimed by any provincial or federal government or other body of competent jurisdiction in respect of any monies paid to the Consultant under this Agreement.
- b. The Consultant shall apply for and, immediately on receipt, remit to the District of Sooke any refund or remission of federal or provincial tax or duty available with respect to any items used in connection with this Agreement.
- c. The Consultant shall supply and pay for all labour and materials necessary or advisable to provide the Services.
- d. The Consultant shall be responsible for all applications, permits or other approvals necessary or advisable to provide the Services.
- e. The Consultant shall maintain time records and books of account, invoices, receipts, and vouchers for all expenses incurred, in form and content satisfactory to the District of Sooke.
- f. The Consultant shall, upon request, fully inform the District of Sooke of all work done in connection with providing the Services.
- g. The Consultant shall comply with the District of Sooke's instructions regarding the performance of the Services, but not as to the manner in which those instructions are carried out, except as specified in this Agreement.
- h. The Consultant shall, when necessary, provide and supervise a sufficient number of workers to enable timely and proper performance and completion of the Services, and shall ensure that all such workers are competent, work efficiently and are qualified by education, training and experience to carry out the tasks to which each is assigned.

- i. All workers hired by the Consultant to perform the Services shall be the employees of the Consultant and shall not be the employees of the District of Sooke.
- j. The Consultant shall refrain from doing anything that would result in workers hired by the Consultant being considered the employees of the District of Sooke.
- k. The Consultant shall reassign, replace or remove a worker who does not meet the requirements described above, or who has behaved or is likely to behave in a manner detrimental to the provision of the Services, or has violated or is likely to violate the confidentiality provisions of this Agreement.
- l. Where a worker is identified in a schedule to this Agreement as "Key Personnel" and is essential to the performance of the Services, then the Consultant shall not remove or replace them without the District of Sooke's prior written approval.
- m. The Consultant shall bear the expense of replacing its workers.
- n. Nothing in this Agreement restricts the right of the Consultant to terminate its employee's employment, or renders the Consultant liable for an employee's voluntary termination, or for any labour strike or lockout involving the Consultant's employees.

(h) Conflict of Interest

- a. The Consultant shall not provide services to any other person or organization where that could reasonably give rise to a conflict of interest.

(i) Subcontracting

- a. The Consultant shall not subcontract any obligation under this Agreement, other than to persons or firms listed in this Agreement, without the prior written consent of the District of Sooke.
- b. The District of Sooke may, for reasonable cause, object to the use of a proposed subcontractor and require the Consultant to retain another qualified subcontractor.
- c. No subcontract, whether consented to or not, shall relieve the Consultant of any obligations under this Agreement.
- d. The Consultant shall ensure that any subcontractor fully complies with this Agreement when performing the subcontracted Services.

(j) Non-Compliance

- a. If the Consultant fails to observe, perform, or comply with any provision of this Agreement, then the District of Sooke may, at its sole discretion:
 - i. allow the Consultant to continue to provide the Services with a time limit for compliance, rectification or both; or
- b. suspend all or part of the Services, including payments in whole or in part, and give the Consultant a time limit for compliance, rectification or both.

- c. If the District of Sooke has set a time limit for compliance, rectification or both and believes that the Consultant has failed to meet the time limit, the District of Sooke may employ whatever means necessary to rectify that non-compliance, including performance of the Consultant's obligations on the Consultant's behalf and/or termination of this Agreement, and the Consultant shall pay an amount equal to all costs reasonably incurred by the District of Sooke in rectifying the non-compliance.

(k) Termination

- a. The District of Sooke may terminate this Agreement at any time, and without cause, by giving ninety (90) days' written notice of termination to the Consultant and paying the Consultant an amount equal to the minimum fees that would otherwise have been payable for the Services completed at the time of termination. That payment shall discharge the District of Sooke from all liability to the Consultant under this Agreement.
- b. The District of Sooke may terminate this Agreement if the Consultant fails to comply with any of the terms, covenants and agreements that the Consultant must observe or perform under this Agreement and that failure continues for fourteen (14) days after receipt by the Consultant of notice in writing from the District of Sooke specifying the failure.
- c. The Consultant may terminate this Agreement by providing ninety (90) days' written notice of termination to the District of Sooke.

(l) Information Made Available

- a. The District of Sooke shall make available to the Consultant all information in its possession that the District of Sooke considers relevant to the Consultant's performance of the Services.

(m) Intellectual Property

- a. The Consultant agrees that any documentation or deliverables developed by the Consultant for the purposes of this Agreement is the property of the District of Sooke and any copyrights, ownership rights or any other rights to such documentation or deliverables remain solely with the District of Sooke.

(n) Materials and Equipment

- a. Any material or equipment that the District of Sooke provides to the Consultant, or to a subcontractor hired by the Consultant, shall remain the exclusive property of the District of Sooke.
- b. The Consultant shall deliver to the District of Sooke any material or equipment provided to the Consultant or the Consultant's subcontractor immediately following expiration or termination of this Agreement, or as requested by the District of Sooke, and the material or equipment shall be returned in the same condition that it was supplied to the Consultant, except for loss or damage

resulting from reasonable wear and tear associated with the performance of the Services.

(o) Insurance

- a. The Consultant shall, at its own expense, maintain at all times during the term of this Agreement, general liability insurance coverage in an amount and with deductibles as described in the District's Risk Management – Contract Services Policy 5.4, and shall ensure that the District of Sooke is named as an insured.
- b. The Consultant shall apply to the Workers' Compensation Board for coverage for the Consultant and any workers or other persons engaged by the Consultant to perform the Services during the term of this Agreement.
- c. The Consultant may, at its own expense, provide additional insurance for its members to augment WorkSafe BC coverage.
- d. The Consultant shall comply with all conditions of the *Workers Compensation Act* and regulations, and will be responsible for all fines, levies, penalties and assessments made or imposed under the *Workers Compensation Act* and regulations relating in any way to the Services, and shall indemnify and save harmless the District of Sooke, its employees and agents, from and against any such fines, levies, penalties and assessments.

(p) Confidentiality

- a. The Consultant acknowledges that in the performance of its responsibilities hereunder, the Consultant may have access to confidential information and records and the Consultant shall maintain strict confidentiality concerning any information, data, reports, instructions or directions received from or delivered by the District of Sooke in connection with the providing of any Services under this Agreement ("the Confidential Information").
- b. Statements or materials related to the Services shall not be released by the Consultant to the public without the prior written approval of the District of Sooke. This approval will not be unreasonably withheld.
- c. During and after the term of this Agreement, the Consultant shall not, directly or indirectly, disclose Confidential Information to any person or use any Confidential Information, except:
 - (a) as required in the course of performing the Services and then only to staff of the District of Sooke on a need-to-know basis; or due to a legal requirement for disclosure
 - (b) where the information is already publicly available;
 - (c) with the prior written consent of the District of Sooke.
- d. All Confidential Information which the Consultant shall prepare or use or come in contact with shall be and remains the District of Sooke sole property and shall not be removed from the District of Sooke premises without its prior written consent, except as required in the normal course of performing the Services under this Agreement.

- e. The Consultant agrees to return to the District of Sooke all the Confidential Information provided by the District of Sooke and any copies of such material in its possession forthwith upon demand.
- f. The Consultant agrees that it will cause any worker, before commencing his or her duties, to sign a written confidentiality agreement and the Consultant shall be liable to the District of Sooke for any breach of any such agreement by the worker.
- g. The Consultant agrees that, upon request of the District of Sooke, or in the event that the Consultant ceases to require use of the Confidential Information, or upon expiration or termination of this Agreement, the Consultant will turn over to the District of Sooke all data, documents, specifications, drawings, reports, software, disks or other computer media, or other material in the possession or control of the Consultant that:
 - (a) may contain or be derived from ideas, concepts, creations, or trade secrets and other proprietary and Confidential Information; or
 - (b) is connected with or derived from the Consultant's Services to the District of Sooke.
- h. The Consultant agrees and acknowledges that the Confidential Information is of a proprietary and confidential nature and that any failure to maintain the confidentiality of the Confidential Information in breach of this Agreement cannot be reasonably or adequately compensated for only in money damages and would cause irreparable injury to the District of Sooke. Accordingly, the Consultant agrees that the District of Sooke is entitled to, in addition to all other rights and remedies available to him at law or in equity, an injunction restraining the Consultant and any agents of the Consultant, from directly or indirectly committing or engaging in any act restricted by this Agreement in relation to the Confidential Information.
- i. The Contractor will comply with and agrees to the Privacy Protection Schedule B of this Agreement.

(q) Notices

- a. Any notice permitted or required to be given by a party hereunder shall be given in writing, and may be delivered by hand, sent by facsimile transmission, or forwarded by first-class prepaid registered mail to the addresses and fax numbers set forth below, or to such other addresses as may from time to time be provide by the parties in writing. Any notice delivered by hand or sent by facsimile shall be deemed to be given and received at the time of sending. Any notice that is sent by prepaid or registered mail shall be deemed to have been received by the party to whom it is addressed on the fourth (4th) business day (Saturdays, Sundays and Statutory Holidays excluded) following the date of posting, provided that Canada Post service is not interrupted by strike or lock-out at the time of posting or within four (4) business days thereafter, in which case the notice shall only be effective once it is actually delivered.
- b. Notices under this Agreement are to be delivered as follows:

To the District of Sooke:

District of Sooke of Sooke

2205 Otter Point Road
Sooke, BC V9Z 1J2
Attention: Corporate Officer

Fax: (250) 642-0541

To the Consultant:

(Name of Consultant)
(Address)

(r) Dispute Resolution

- a. In the case of any dispute arising between the District of Sooke and the Consultant, a party to this Agreement may give the other party notice of the dispute, and if the matter cannot be resolved the parties may submit the dispute to arbitration by a single arbitrator in accordance with the *Commercial Arbitration Act* (British Columbia), as amended.

(s) Force Majeure

- a. For the purposes of this Agreement, the term "Force Majeure" is defined as an Act of God, an act of a public enemy, war, labour disruptions and other extraordinary causes not reasonably within the control of the Consultant.
- b. If the Consultant is rendered unable, wholly or in part, by Force Majeure to provide the Services then the Consultant shall provide to the District of Sooke notice of the Force Majeure as soon as reasonably possible, and to the extent that the Consultant's performance is impeded by the Force Majeure it shall not be in breach of its obligations under this Agreement.
- c. The parties acknowledge and agree that during an event of Force Majeure, the Consultant's obligations pursuant to this Agreement shall be reduced or suspended as the case may be, but not longer than the continuance of the Force Majeure, except for a reasonable time period after if required by the Consultant to resume its obligations.

(t) No Assignment

- a. The Consultant may not assign any of its rights or interests in this Agreement.

(u) Binding on Successors

- a. This Agreement enures to the benefit of and is binding upon the parties and their respective successors and permitted assigns, notwithstanding any rule of law or equity to the contrary.

(v) Remedies Cumulative

- a. No reference to or exercise of any specific right or remedy by the District of Sooke prejudices or precludes the District of Sooke from any other remedy, whether allowed at law or in equity or expressly provided for in this Agreement. No such remedy is exclusive or dependent upon any other such remedy, but the District of Sooke may from time to time exercise any one or more of such remedies independently or in combination. Without limiting the generality of the foregoing, the District of Sooke is entitled to commence and maintain an action against the Consultant to collect any sum not paid when due, without exercising the option to terminate this Agreement.

(w) Waiver

- a. Waiver by the District of Sooke of any breach of any term, covenant or condition of this Agreement by the Consultant must not be deemed to be a waiver of any subsequent default by the Consultant. Failure by the District of Sooke to take any action in respect of any breach of any term, covenant or condition of this Agreement must not be deemed to be a waiver of such term, covenant or condition.

(x) Indemnity

- a. The Consultant shall indemnify, release and save harmless the District of Sooke and its elected and appointed officials, officers, employees, agents, Consultants, successors and assigns from any and all liabilities, actions, damages, claims, losses, orders, fines, penalties, costs and expenses, including the full amount of all legal fees and expenses that may be brought against, or suffered or incurred by, the District of Sooke or any of its elected and appointed officials, officers, employees, agents, Consultants, successors and assigns, in any way directly or indirectly arising from or in connection with the activities, actions or omissions of the Consultant or any of its employees, subcontractors, agents, licenses, servants, invitees or anyone for whom the Consultant is in law responsible, in relation to the Services or in connection with this Agreement. The indemnities set out in this paragraph do not include indemnifications for negligence or wilful or malicious misconduct on the part of the District of Sooke or a person for whom the District of Sooke is responsible at law. This paragraph will survive termination of this Agreement.

(y) Release

- a. The Consultant releases the District of Sooke from and against all liabilities, claims, demands, damages, costs, expenses, suits and actions which the Consultant may at any time have against the District of Sooke in respect of the Services, this Agreement and related matters. The obligations of the Consultant under this section survive the expiry or earlier termination of this Agreement.

(z) General

- a. Time is of the essence of this Agreement.
- b. Parties may by written agreement amend this Agreement
- c. Every reference to each party is deemed to include the heirs, executors, administrators, corporate successors, servants, employees, agents, Consultants, officers, licensees and invitees of such party, wherever the context so requires or permits.
- d. Wherever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties so require.
- e. Unless otherwise specified in this Agreement, all references to currency are in Canadian dollars.
- f. The headings included in this Agreement are for convenience only and do not form part of this Agreement and will not be used to interpret, define or limit the scope or intent of this Agreement.
- g. This Agreement shall be construed in accordance with the laws of the Province of British Columbia. Without limitation, the Consultant acknowledges that this Agreement is subject to the *Freedom of Information and Protection of Privacy Act*.
- h. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of the Agreement.
- i. The provisions in this Agreement constitute the entire agreement between the parties and supersede all previous communications, representations, warranties, covenants and agreements whether verbal or written, between the parties with respect to the subject matter of this Agreement.

NOW THEREFORE as evidence of their agreement to be bound by the terms of this Agreement, the parties have executed this Agreement as follows:

DATED the day of , 2020

District of Sooke by its authorized)
signatories:)
)
_____)
Mayor:)
)
_____)
CAO:)

)
)
DATED the day of , 2020)
)
(Name of Consultant) by its)
authorized signatories:)
)
_____)
Name:)
)
_____)
Name: