



DISTRICT OF  
**UCLUELET**

DISTRICT OF UCLUELET  
REQUEST FOR PROPOSALS  
FOR  
AMPHITRITE HOUSE - BUILDING AND SITE WORKS

CLOSING DATE AND TIME:  
JULY 7, 2022 at 14:00:00 PACIFIC TIME

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PART 1– SUBMISSION INSTRUCTIONS

1.1 SUMMARY

Item No.	Item	Description
1	General Description of the Work	<p>Provide response to RFP for Amphitrite Point Park, that includes construction of a public amenity building called 'Amphitrite House' and provide exterior site works.</p> <ul style="list-style-type: none"> <li>• Demolition of existing wood frame structure (retention of foundation and basement)</li> <li>• Construction of new wood frame structure approx. 1200 sq.ft in size, including all electrical and mechanical, finish carpentry, millwork, etc.</li> <li>• Construction of a new wrap around deck approx. 3000 sq.ft in size</li> <li>• Site servicing improvements, including installation of a small sanitary pump station and holding tank, and drainage improvements</li> <li>• Minor site improvements including accessible trail access</li> <li>• All associated site restoration</li> </ul>
2	RFP Name	Amphitrite House- Building And Site Works
3	RFP Number	00099
4	Deadline to submit Proposals ("Closing")	July 7, 2022 at 14:00:00 Pacific Time
5	Number of Proposals to submit	Electronic Copies: 1 Electronic, max 10MB,
6	Authorized Contact Person ("Authorized Contact Person")	James MacIntosh, Director of Engineering
7	Delivery Address ("Delivery Address")	District of Ucluelet 200 Main Street Ucluelet, B.C. V0R 3A0

8	Contact Information	(a) Tel: 778-748-8488  (b) E-mail: jmacintosh@ucluelet.ca
9	RFP Schedule (subject to change at the District's sole discretion)	(a) District to post RFP to BC Bid: June 14, 2022  (b) Mandatory (Virtual) Proponents meeting:  June 22, 2022 at 11:00 am, Pacific Time  Email Authorized Contact a minimum of 24 hours in advance for virtual meeting details  (c) Optional In Person Proponents meeting:  June 24, 2022 at 1:00 pm, Pacific Time  Email Authorized Contact a minimum of 24 hours in advance for meeting details  (d) Deadline for Proponents to submit comments and exceptions to Contracts and Requests for Information: June 28, 2022 at 10:00 a.m., Pacific Time;  (e) Deadline to submit proposals: July 7, 2022; at 14:00:00, Pacific Time; and
10	Contract Commencement Date	August 31, 2022
11	Substantial Performance	Attain Substantial Performance of the Work, by December 31, 2023 (as defined in the Contract)  See comments in Section Error! Reference source not found..

1.2 DEFINITIONS

In this RFP:

- (a) "Acceptance Period" has the meaning set out in section 5.10;
- (b) "Affiliated Persons" "Affiliated Persons" means any of:
  - i. an "affiliate" as that term is defined in the *Canada Business Corporations Act* (Canada);

- ii. a corporation, sole proprietorship, partnership or other business under the direct or indirect Control of the Proponent or any combination of a Principal of the Proponent and the spouse or child of the Principal of the Proponent; or
  - iii. any partner, joint venture associate or other person acting in concert with the Proponent for the purpose of this RFP;
- (c) "Authorized Contact Person" has the meaning set out in section 1.1;
- (d) "Closing" has the meaning set out in section 1.1;
- (e) "Contracts" means contracts, if any, entered into between the District and one or more Preferred Proponents under this RFP for the provision of the Work;
- (f) "Control" means the ability of one person alone, or several persons together to directly or indirectly:
  - i. In the case of a corporation, elect or appoint a majority of the board of directors or other persons who have the right to manage or supervise the management of the affairs and business of the corporation; or
  - ii. For any other business entity, exercise actual or effective control of the management of the affairs and business of that business entity.
- (g) "Delivery Address" has the meaning set out in section 1.1;
- (h) "Preferred Proponent" has the meaning set out in section 7.9(a);
- (i) "Principal" means the person or persons who either along or together exercises actual or effective Control over a corporation or other business entity, as the case may be;
- (j) "Project" means the construction of Amphitrite House including the building and site works located within Amphitrite Point Park.
- (k) "Proponent" means the party submitting a proposal in response to this RFP;
- (l) "Restricted Party" means those persons (including their former and current employees) who had, or currently have, participation or involvement in the RFP or the design, planning or implementation of the Contracts, and who may provide a material unfair advantage or confidential information to any Proponent that is not, or would not reasonably be expected to be, available to other Proponents, including, but not limited to, those restricted parties listed in Section 5.17;
- (m) "RFP" means this Request for Proposals;
- (n) "RFP Documents" means all of the documents listed in section 2.3, and any addenda to same issued by the District in connection with this RFP;
- (o) "RFP Information" has the meaning set out in section 10.1;
- (p) "RFP Instructions" means the main body of this document, but not any of the attached components, schedules, appendices or other attachments, and any addenda to the main body of this document issued by the District in connection with this RFP;

- (q) "Term" has the meaning set out in section 1.1;
- (r) "District" means the District of Ucluelet;
- (s) "District Representatives" means personnel, consultants, subconsultants and advisors of the District; and
- (t) "Work" has the meaning set out in section 3.1(a).

## PART 2– GENERAL INSTRUCTIONS

### 2.1 REQUIREMENTS

- (a) All requirements utilizing the words "shall" or "must" are mandatory and proposals must substantially comply with or fulfill such requirements. Proposals not clearly demonstrating they substantially comply with or fulfill the mandatory requirements may not be considered.
- (b) All requirements utilizing the word "should" are desired and the Proponent's response to such requirements may be considered in analyzing proposals.
- (c) All statements using the words "may" or "might" are in the District's discretion.

### 2.2 NON-COMPLIANCE

The District reserves rights to disqualify or accept for consideration any proposal that fails to comply in any respect with the RFP Instructions.

### 2.3 RFP DOCUMENTS

The Proponent is responsible for ensuring that it receives all of the following documents:

- (a) RFP Instructions (this document);
- (b) Component A: [Project Description, Specifications & Reference documents (geotechnical report and hazmat report)]; and
- (c) Component B: [Form of Contracts].

### 2.4 COMMUNICATION BETWEEN PROPONENT AND DISTRICT

- (a) Unless otherwise instructed by the District, only inquiries directed to the Authorized Contact Person at the Delivery Address and Contact Information set out in Table 1 will be considered.
- (b) The Proponent cannot rely on any oral advice or representations made by the District.



- (c) The District will accept delivery of written communication only as follows:
  - i. For the Receipt Confirmation Form, by any of courier, hand delivery or email;
  - ii. For the Proponent's proposal, by courier or hand delivery; or
  - iii. Otherwise, by any of courier, hand delivery or e-mail.
- (d) The District reserves the discretion to reject, refuse to accept, or otherwise disregard communication sent by a means other than that authorized above.
- (e) It is the Proponent's responsibility to confirm that the District receives any communication. The District accepts no responsibility for lost, misplaced or undelivered communications.
- (f) The Proponent should reference the RFP Name and RFP Number in all communications related to this RFP with the District.

## 2.5 DATES AND DEADLINES

- (a) The District reserves the discretion to vary the timing and sequence of events, including the dates and deadlines set out in the RFP Schedule.
- (b) Subject to subsection 2.5(a), proposals submitted after the Closing will not be accepted and the Proponent should comply with all other deadlines set out in this RFP.

## 2.6 WORKING LANGUAGE

The working language of the District is English. All communication in connection with this RFP, including all proposals, questions, correspondence and amendments, shall be in English.

## 2.7 APPROVALS

All decisions and recommendations of the District Representatives in this RFP process may be subject to approval by the District's Legislative Services committee or District Council including the selection of a Preferred Proponent, the authorization and release of funds for the Project, and the negotiation and execution of the Contracts.

# PART 3– PROJECT SCOPE AND SPECIFICATIONS

## 3.1 PROJECT SCOPE AND SPECIFICATIONS

- (a) The project scope, specifications, standards, services requirements and supporting documents and information (collectively, the "Work") are set out in Component A.
- (b) Unless otherwise stated in this RFP, all information provided by the District in this RFP, its website or elsewhere is to be considered estimates and approximations only.

(c) The District reserves the discretion to alter the Work at any time.

### 3.2 SUBSTANTIAL COMPLETION

The Contractor shall attain Substantial Performance of the Work by December 31, 2023. However, the District may, in its discretion, extend the Substantial Performance date. The Proponent must prepare its proposal accordingly.

### 3.3 INSURANCE

The Contracts will obligate the Proponent to comply with the insurance requirements set out in Component B (Form of Contracts).

## PART 4 – PROPOSALS

### 4.1 PROPOSAL REQUIREMENTS

The Proponent's proposal should include all of the following, duly completed and organized in a clear and professional manner with a table of contents at the front:

- (a) Proposal Submission Form; and
- (b) All appendices attached to the Proposal Submission Form, together with applicable supporting documents and information.

### 4.2 SIGNATURE REQUIREMENTS

The Proponent's proposal must be signed by a person authorized to sign on behalf of the Proponent and to bind the Proponent to statements made in the proposal.

### 4.3 ELECTRONIC COPIES

- (a) The Proponent should submit electronic copies via email to the District as indicated in summary table 1.1.

### 4.4 ELECTRONIC DOCUMENTS PROVIDED BY DISTRICT

If the District provides the Proponent with any electronic file for any reason in relation to this RFP, the Proponent will not alter or delete any information or data in the file. Unless otherwise instructed, the Proponent will insert information and data into the file as and where indicated, save the file with the Proponent's insertions and submit it to the District along with the Proponent's proposal.

#### 4.5 ALTERNATIVE OR VALUE-ADDED SOLUTIONS

- (a) The Proponent is encouraged to propose alternative or value-added solutions in connection with the Work, including features or formats it proposes as functionally equivalent, provided that:
  - i. the alternative or value-added solutions meet or exceed the minimum specifications set out in the Work;
  - ii. the Proponent clearly identifies and documents the variances and functional equivalencies; and
  - iii. the alternative or value-added solutions are clearly set out within the Proponent's proposal in the format and place prescribed by the Proposal Submission Form.
- (b) The District may in its discretion decide whether or not to accept the alternative or value-added solutions or their proposed variances or functional equivalencies.

#### 4.6 DISCREPANCIES IN NUMBERS

In the event of a numerical discrepancy or error in a proposal, the written number contained in a Proponent's proposal will prevail.

#### 4.7 OWNERSHIP OF PROPOSALS

All proposals submitted to the District become the property of the District. All writings, programs, plans, drawings and specifications prepared by or on behalf of a Proponent may be used by the District for any purpose, excluding therefrom any rights in respect of the Proponent's systems or software.

#### 4.8 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (FOIP)

All proposal information supplied to the District by Proponents is understood to be supplied, explicitly, in confidence. However, 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 the provisions of this legislation.

#### 4.9 PRICING

- (a) Subject to the terms and requirements of the Proposal Submission Form, the Proponent should provide prices:
  - i. as net costs, with all costs included in the unit price including any applicable duty and brokerage costs;
  - ii. in Canadian funds;
  - iii. exclusive of federal goods and services tax ("GST") and indicating GST status for each item;
  - iv. as fixed prices for the duration of the Contracts; and

- v. setting out any discounts for early payment, Electronic Data Interchange or Electronic Funds Transfer transactions.
- (b) The Proponent is encouraged to identify any additional pricing strategies that would benefit the District.
- (c) The Proponent must include any additional charges or surcharges that the District could incur which are over and above Proponent's quoted price.
- (d) The Proponent should include in its pricing submission an estimate of the value of work to be done in Canada by non-resident personnel. Proponents who are not residents of Canada should note that some or all of the price allocated to work done in Canada by non-residents of Canada may be subject to a Canadian withholding tax. For more information about the Canadian withholding tax, please refer to section 5.15.

## PART 5 – PROPOSAL PREPARATION AND SUBMISSION

### 5.1 PROPONENT'S VISITS TO THE SITE

- (a) The District has scheduled two information meetings and site tours for potential Proponents to attend. Proponents must attend one of the two meetings.
- (b) The Proponent should ensure that the Proponent Representative(s) attending the meeting or site tour have read all of the RFP documentation prior to the event. The District reserves the discretion to limit the number of Proponent Representatives permitted to attend. Each Proponent shall be responsible for all of its costs incurred in sending the Proponent Representative(s) to such events.
- (c) Unless otherwise stated, the District may permit oral questions during such meetings or site tours, but, when requested by the District, such questions should be forwarded in writing to the District prior to or after the tour pursuant to section 5.6 below. Proponents are not entitled to rely on the responses to such questions. Only changes to the RFP made by way of addendum are binding on the District.
- (d) In any on-site visits or site tours, whether or not scheduled or sanctioned by the District, the Proponent must at all times act in accordance with all laws, regulations and policies applicable at or to the Town.
- (e) The District reserves the discretion to disqualify from consideration a Proponent or its proposal if the Town reasonably believes the Proponent has acted in a manner prohibited by this section.

### 5.2 APPLICABLE REGULATIONS

In performing the Work under the Contracts, the Preferred Proponent will be required to comply with applicable legislation, regulations, rules, directives, policies and procedures set out by the federal, provincial and municipal governments, other statutory authorities and the District of District Bylaws (collectively, the "Regulations"), including those (if any) set out in the Form of Contracts.

### 5.3 DOCUMENTS, INFORMATION AND DATA ROOM

The District may make available for review by the Proponent some documents and information, including documents related to the subject matter of this RFP. The District may in its discretion designate a physical or virtual data room where the documents and information will be made available, as well as establish access times and procedures with which the Proponent must comply. The District makes no representations or warranties regarding the accuracy, completeness or currency of the documents and information made available, and the Proponent assumes all risk in using or relying on them.

### 5.4 QUESTIONS AND INQUIRIES

- (a) Only questions and inquiries concerning this RFP including questions related to facilities, the RFP Documents or other documents and information, discrepancies, omissions, ambiguities and conflicts directed to the District in the manner set out in section 2.4, and that are received no later than the date set out in item 9(f) of Table 1 may be responded to by the District.
- (b) To ensure consistency and quality of information, the District may issue via email or via BC BIDS to all Proponents responses to questions relevant to the interpretation of this RFP ("Enquiry"), without revealing the source of the inquiries. Responses may or may not be in the form of an addendum. The decision to issue or not issue an addendum is entirely at the discretion of the District. Information obtained from any other source is not official and the Proponent should not rely on it.
- (c) The District reserves the discretion to request clarification of the contents of any proposal. The District may require a Proponent to submit supplementary documentation clarifying any matters contained in its proposal and may seek the Proponent's acknowledgement of that interpretation. The Proponent should not in its reply submit new information that actually or effectively modifies its proposal.

### 5.5 OBLIGATION TO EXAMINE RFP AND INVESTIGATE

- (a) By submitting a proposal each Proponent represents to the District is has:
  - i. thoroughly examine all of the RFP Documents;
  - ii. made independent judgment as to the circumstances and conditions affecting the proposal;
  - iii. thoroughly examined and assess the requirements and specifications of the RFP; and
  - iv. inform itself of all relevant laws, rules, notices, directives, standards, orders and regulations, licensing and permit requirements and other circumstances that may affect its proposal.
- (b) Failure on the part of a Proponent to examine and investigate thoroughly shall not be grounds for any claim that Proponent did not understand the conditions of the RFP. Submission of a proposal constitutes a representation by the Proponent that it is familiar with and accepts all of the foregoing.

## 5.6 SUBMITTING A PROPOSAL

The Proponent must deliver its proposal to the District no later than Closing. The District is not responsible for lost, misplaced or incorrectly delivered proposals.

## 5.7 NO PUBLIC OPENING

There will be no public opening of the proposals received. Proposals will be opened privately by the District after the Closing. No public announcement of the contents of any proposal will be made at any time.

## 5.8 AGREEMENT BETWEEN PROPONENT AND THE DISTRICT

The Proponent agrees that it is the intent Proponent and the District to negotiate with the intention of entering into a CCDC2 Contract for Services with the Supplementary Conditions in the Form of Contract attached hereto.

## 5.9 PROPONENT'S EXPENSES

The Proponent is solely responsible for its own costs and expenses in relation to this RFP and the award of the proposed Contracts including preparing and submitting a proposal, attending interviews or meetings with the District during the evaluation of the proposal, site tours, and negotiation, finalization and execution of any contract with the District. The District is not liable to pay such costs and expenses or to reimburse or to compensate a Proponent under any circumstance and the District has no obligation to purchase or acquire any of the goods or services included in any proposal.

## 5.10 CONFIDENTIALITY

All documents and information that the District provides to the Proponent, its directors, officers, employees, contractors, subcontractors, Proponent representatives and agents in connection with the Proponent's participation in this RFP process, including the RFP Documents, all documents and information provided in the data room, if applicable, and all written or oral communication between the District and the Proponent, is proprietary and confidential. These documents and information are provided for the sole purpose of assisting the Proponent in the preparation of a proposal to the District, and the Proponent cannot copy, use or disclose it for any other purpose whatsoever.

## 5.11 SUBCONTRACTING

- (a) The Proponent should identify and provide information on all proposed subcontractors and subconsultants as set out in the Proposal Submission Form.
- (b) In a partnership or joint venture proposal one Proponent should be named as the primary Proponent which will enjoy all rights and be liable for all obligations under this RFP and the Contracts. For greater certainty, a joint venture includes a joint submission of a proposal by two persons having no formal corporate or business links.
- (c) Nothing in this RFP creates any contractual relationship between any subcontractors and the District.

- (d) Use of other parties constitutes the Proponent's assurance as to their competency and acceptance of full responsibility for their goods, works and/or services under any resulting Contracts between the District and the Proponent.

#### 5.12 JOINT SUBMISSIONS

In the case of joint submissions, one party must assume overall responsibility for communications within the RFP process and be identified accordingly in the proposal, but all parties must be jointly and severally responsible for completion of any resulting Contracts.

#### 5.13 NO COLLUSION

- (a) Each proposal shall be independently prepared and submitted without connection, knowledge, consultation or comparison of figures or agreement with any other Proponent.
- (b) The Proponent shall ensure no individual named in its management team is an officer or director of another Proponent.

#### 5.14 CURRENCY

All monetary amounts (including Proponent financial information and pricing) should be expressed in Canadian dollars. If not stated otherwise, the District will assume that prices are quoted in Canadian funds.

#### 5.15 WORK RENDERED OUTSIDE OF BRITISH COLUMBIA OR BY NON-RESIDENTS

If the successful Proponent is not a resident of Canada for income tax purposes, the District is required to holdback a percentage of fees (currently assessed at 15%) and remit this amount to Canada Revenue Agency (CRA) in accordance with CRA regulations, unless a CRA waiver has been provided to the District within the time limits required under the CRA administrative guidelines in effect from time to time, and in any event, prior to payment of an invoiced amount. Refer to <http://www.cra-arc.gc.ca>.

#### 5.16 FINANCIAL STABILITY

Before the award of the Contracts, the Proponent may be required to furnish evidence satisfactory to the District, in its discretion, of the necessary facilities, ability and financial resources to fulfill the conditions of the Contracts.

#### 5.17 RESTRICTED PARTIES

At this RFP stage, and without limiting the definition of Restricted Parties, the District of Ucluelet has identified the following persons as Restricted Parties:

- (a) Urban Systems Ltd.;
- (b) Public Architecture + Communications Inc.
- (c) AME Group.;

- (d) Herold Engineering;
- (e) AES Group;
- (f) The District, including their former and current employees who fall within the definition of Restricted Party.

This is not an exhaustive list of Restricted Parties. Additional persons, firms or organizations may be added to, or deleted from, the list during any stage of the RFP through an addendum.

#### 5.18 RESTRICTED PARTIES – ACKNOWLEDGEMENT AND CONSENT

By submitting a Proposal, the Proponent, on its own behalf and as authorized agent of each member of the Proponent team:

- (a) expressly consents to the Restricted Parties continuing to represent, advise and assist the District in all matters (including disputes) in relation to this RFP, any resulting contract(s) and the Project, including any such matter or dispute in which the interests of the District are directly or indirectly adverse to the Proponent or any Proponent team member and despite any confidential or other information of the Proponent or any Proponent team member that any of the Restricted Parties may have had, or may have, and any solicitor-client or other relationship that the Proponent or any Proponent team member may have had, or may have, with any of the Restricted Parties;
- (b) agrees that the acknowledgements, confirmations and consents provided pursuant to this Section 5.19: (i) are provided for the benefit of, and may be relied upon by, each of the District and the Restricted Parties; (ii) continue in force and survive the commercial/financial closing and execution of any resulting contract(s) and any termination, suspension, cancellation, completion or expiration of this RFP; and (iii) remain in effect in relation to any contract(s) resulting from this RFP.

For clarity, in this Section 5.19 a “dispute” includes any formal proceedings, litigation, arbitration, mediation or other form of formal or informal dispute resolution, in relation to this RFP, the Project or any contract(s) resulting from this RFP.

The District reserves the right at any time to waive any provision of this Section 5.19.

### PART 6– SURETY AND BONDING

#### 6.1 CONTRACT SECURITY

In submitting a proposal, the Proponent acknowledges and agrees that the Contracts may obligate the successful Proponent to provide contract security in the amount(s) and in accordance with the terms set out in the Form of Contracts.

The District may require that the successful Proponent ensures that it and of its subcontractors or trade contractors for any construction Work or components thereof shall purchase, provide and maintain,



- (a) performance bonds being no less than fifty percent (50%) of the contract amount, or an alternative arrangement acceptable to the District, and
- (b) labour and material payment bonds being no less than fifty percent (50%) of the contract amount, or an alternative arrangement acceptable to the District.

All such bonds, or alternatives, shall be in a form acceptable to the District. Evidence of the existence of such bonds shall be provided to the District on demand.

## PART 7 – EVALUATION AND SELECTION OF PREFERRED PROPONENT

### 7.1 EVALUATION COMMITTEE AND PROCEDURES

The District will in its discretion determine the membership, structure and procedures of its evaluation committee and evaluation process.

### 7.2 MANDATORY CRITERIA

The proposal will first be reviewed by the District for compliance with the RFP Instructions. If the proposal is not in compliance with the RFP Instructions, it may be accepted or rejected as set out in section 7.3. Compliant proposals and non-compliant proposals that the District decides to accept for consideration will then be assessed and evaluated against the criteria set out in this part 7.

### 7.3 NON-COMPLIANCE

- (a) Notwithstanding anything to the contrary in this RFP, if a Proponent fails to complete its proposal in compliance with this RFP, the District in its discretion may waive such non-compliance, seek clarification or additional information from the Proponent, and consider and treat the proposal as a conforming proposal even if any such non-conformance or failure to comply with the requirements of this RFP would otherwise render the proposal null and void. Without limiting the generality of the foregoing, the District reserves the discretion to accept or reject any proposal which is incomplete, obscure or irregular, which contains exceptions and variations, which is submitted after Closing, which is unsigned, or which omits any matter that is required to be submitted.
- (b) Neither accepting delivery of a proposal nor opening a package containing a proposal constitute acceptance by the District of a non-compliant proposal for consideration or acceptance by the District of any non-compliant aspect of a proposal.

### 7.4 EVALUATION INFORMATION

- (a) In accordance with section 9.3, the District is not under any obligation to award a Contract and reserves the discretion to cancel this RFP at any time for any reason or without reason. Entering into the Contracts may be contingent upon budget approval or other regulatory or other pre-conditions, including those in section 2.7.

- (b) The District reserves the discretion to accept the proposal or identify the Preferred Proponent that it deems in its discretion most advantageous. The proposal having the lowest cost to the District or any proposal shall not necessarily be accepted.
- (c) Notwithstanding anything in this RFP, the District reserves the discretion to waive any of the evaluation criteria or utilize other criteria if it is considered in the best interests of the District to do so. In considering the Proponent's proposal, the District may in its discretion also consider direct and indirect costs and non-monetary implications of a proposal.

## 7.5 BID EVALUATION CRITERIA

- (a) The District considers the following requirements of the Proponent to be of primary importance in the evaluation of bids for completion of the Work. Each requirement will be considered at the corresponding weights when assessing the totality of the submission.
  - (i) Project Plan and Methodology (20%)
    - a) Demonstrate the Proponent's understanding of the project scope and requirements; identify objectives of the project, key risks and proposed resolutions. Describe proposed steps in delivery of project components or elements.
    - b) Describe actions that will be taken to foster a team approach with the consultants, sub-contractors and other members of the District's team.
    - c) Demonstrate the proposed schedule for construction that will provide the District with the most valuable product and meet the specified Substantial Performance date. Early completion of the project is valued by the District.
  - (ii) Quality of Project Construction Budget (40%)
    - a) Provide information that indicates the expected budget required to complete the project based on the available information in this RFP.
    - b) Proponents should include a base price to complete the project and a recommended contingency to cover details that will be determined when the drawings and specifications are 100% complete. Contingencies should be subdivided to quantify all identified risks.
    - c) To quantify the project budget based on the provided design documents.
    - d) Proponents shall submit their proposed budget according to the formatted table below.

Amphitrite House- Building and Site Works	Quantity	Budget	Contingency
Preconstruction Value Engineering Support	Lump sum		n/a
Division 1- General Requirements	Lump sum		
Site Preparation	Lump sum		
Building Demolition	Lump sum		
Site Removals	Lump sum		
Tree Protection	Lump sum		
<b>Building Renovations</b>			<b>\$</b>
Substructure	Lump sum		
Structure- Lower Floor	Lump sum		
Structure- Upper Floor	Lump sum		
Structure- Stairs	Lump sum		
Structure- Roof	Lump sum		
Exterior Enclosure	Lump sum		
Windows & Doors	Lump sum		
Interior Finishes	Lump sum		
Fittings and Equipment	Lump sum		
Mechanical	Lump sum		
Electrical Interiors	Lump sum		
Elevated Deck	Lump sum		
<b>Site Works</b>			<b>\$</b>
Sanitary Servicing	Lump sum		
Site Drainage Infrastructure	Lump Sum		
BC Hydro Service	Lump sum		
<b>Landscape Works</b>			<b>\$</b>
Asphalt Paving including grading and base prep	Lump sum		
Concrete Paving including base prep	Lump sum		
Gravel Trail including base prep	Lump sum		
Landscape Excavation and Clearing	Lump sum		
Grass Seed Lawn	Lump sum		
Shrub Planting	Lump sum		

(iii) Alternative Value-Added Solutions (10%)

- a) Describe and provide examples from past projects where the Proponent has employed innovative construction techniques and approaches that have provided additional value to clients.

- b) Describe any additional value-added solutions that the Proponent can offer to the District within the scope of this RFP. Identify the scope of any proposed innovative ideas along with a quantified effect on the project budget and/or schedule.
- c) Describe any long-term maintenance savings.

The following format shall be used for presenting value-added solutions for the project.

Description of Proposed Solution	Schedule Impact	Budget Impact

(iv) Experience and Qualification of Project Team (30%)

- a) Provide a list of similar projects, undertaken in the last five (5) years where the scope of services included pre-construction services and general contractor services.
- b) Provide a project organization chart of the core project team including the roles and specific responsibilities of each team member. Provide resumes for key project personnel as an appendix.
- c) Identify key project personnel and the percentage of their time that will be allocated to the project: the person who will assume responsibility for managing the project, lead design reviewer and technical personnel, Quality Control lead, scheduling specialist, and other key roles as applicable.
- d) Identify sub-contractors and/or suppliers who will be engaged as part of pre-construction value and considered during construction
- e) Provide a description of how your team’s approach will be significant for this project and detail how you foresee the transition from providing pre-construction collaboration services will advance into construction.
- f) Provide up to two (2) client references that have been engaged in a relevant and comparable project with your proposed team. With each reference provide:
  - i. Name of the organization;
  - ii. Contact person’s name and title;
  - iii. Address;

- iv. Telephone number; and
- v. E-mail address.

g) At the District's discretion, interviews may be requested to confirm or clarify information provided in the RFP submission. The interviews may be requested by the District for one, some or all the proponents. Interviews cannot be used to provide any information that was not already included in the submission documents.

The District reserves the right at their absolute discretion to contact or not contact the references.

(v) Interview (Optional).

At the District's discretion, interviews may be requested to confirm or clarify information provided in the RFP submission. The interviews may be requested by the District for one, some or all the proponents. Interviews cannot be used to provide any information that was not already included in the submission documents.

## 7.6 FURTHER INFORMATION

(a) The District may, in its discretion:

- i. conduct interviews, attend visits to other projects or facilities of Proponent or its team members (to be arranged by Proponent on mutually acceptable terms with each party bearing its own expenses), verify any information in the proposal, and enter into discussions with some or all of the Proponents, either serially or concurrently;
- ii. not conduct interviews, visits, verification, and/or discussions with one or more of the Proponents;
- iii. terminate interviews or discussions with one or more Proponents, for any reason;
- iv. seek further information or clarifications from one or more Proponents, and may give any Proponent an opportunity to correct its proposal or to cure, regardless of severity, any non-conformity, non-compliance, irregularity or error;
- v. not seek further information or clarifications from one or more Proponents;
- vi. not disclose to any Proponent what information or clarifications were sought from any other Proponent; or
- vii. seek different information or clarifications from different Proponents.

(b) The District may consider any information obtained in section 7.5(a) in evaluating proposals, establishing a Preferred Proponent, or awarding the Contracts.

## 7.7 PROPONENT DISQUALIFICATION

The District wants to ensure that, to the extent reasonably possible, the Proponents follow the RFP Instructions in a manner that does not materially impact the integrity of the RFP process. The District therefore reserves the discretion to disqualify or reject a proposal in whole or in part if the District determines that:

- (a) the current or past corporate or other interests of a Proponent or any of its subcontractors or Affiliated Persons place it in a conflict of interest in connection with this RFP or the activities or mandate of the District;
- (b) the Proponent or any of its directors, officers, shareholders, Affiliated Persons, associates or affiliates has a claim or has initiated a claim or legal proceeding against the District or any of its subsidiaries or against whom the District or any of its subsidiaries has a claim or has initiated a legal proceeding with respect to any previous contracts, tenders or business transactions;
- (c) a Proponent or any of its subcontractors or Affiliated Persons has communicated with an employee of or consultant to the District about this RFP or the Work other than as permitted by the RFP;
- (d) a Proponent or any of its subcontractors or Affiliated Persons has colluded with another Proponent about their respective proposals, this RFP or the Work; or
- (e) a Proponent or any of its subcontractors or Affiliated Persons has offered to provide compensation or gifts of any kind to an employee of or consultant to the District with the intention of influencing the outcome of this RFP.

## 7.8 VERIFICATION AND DUE DILIGENCE

- (a) The District reserves the discretion to verify any statement or claim contained in any proposal or made subsequently in any interview or negotiation. That verification may be made by whatever means the District considers appropriate including contacting the references provided by the Proponent and any proposed subcontractor or partner of the Proponent.
- (b) In submitting a proposal, the Proponent is deemed to consent to the District as part of its due diligence verifying any information provided by third parties including the Proponent's bank references and proposed subcontractors and partners, and to obtaining additional information from third parties regarding the Proponent, its directors, officers, shareholders, owners, key employees, subcontractors and Affiliated Persons and any other person associated with the Proponent as the District may require. The Proponent understands and accepts that the District may in its discretion consider none, some or all such information verified and obtained in its evaluation of the Proponent's proposal.

## 7.9 SHORT LISTING AND SELECTION OF PREFERRED PROPONENT

- (a) The evaluation may result in the District selecting one or more Proponents ("Preferred Proponent") with whom the District wishes to negotiate the Contracts. The District will notify the Proponent in writing of its decision.

- (b) The District may decide as an interim step in the evaluation and selection process to select one or more Proponents to form a short-list. The Proponent or Proponents on the short-list may then be subject to further evaluation, and the District may request further information and submissions from them. If the District forms a short-list, it may invite those Proponents on the short-list to attend an interview or conduct a presentation based on their proposal. The times of such interviews or presentations will be advised by the District to such short-listed Proponents. In the event that a Proponent declines to attend an interview or conduct a presentation, then the Proponent may be disqualified by the District.
- (c) The selection of a Preferred Proponent does not ensure that a Contracts will be executed and award of a Contracts is in all cases conditional on the Preferred Proponent executing a Contracts with terms and conditions acceptable to the District.

#### 7.10 CONFIDENTIALITY OF EVALUATIONS

The District's evaluation of proposals will remain confidential and the District is not obligated to disclose its evaluation of a proposal to any Proponent or to any third party.

### PART 8 – NEGOTIATION AND CONTRACTS

#### 8.1 GOOD FAITH

Subject to section part 1, in submitting a proposal, the Proponent agrees that, should it be selected as a Preferred Proponent, it will negotiate in good faith to finalize and execute the Contracts with the District incorporating and based upon the terms and conditions of this RFP, the Form of Contracts, the Proponent's proposal, and such other terms and conditions as the District may reasonably require.

#### 8.2 NEGOTIATION

- (a) The District reserves the discretion to engage in discussions and negotiations with one or more Proponents, and to conduct such discussions or negotiations serially or concurrently in respect of any of the terms and conditions of the RFP, including:
  - i. exploring ways to alter, refine or improve the opportunity or the ultimate arrangement or contract;
  - ii. attempting to better compare proposals;
  - iii. achieving optimal overall results as judged and perceived by the District, and
  - iv. negotiating and finalizing Contracts based on such discussions and negotiations.
- (b) The District will not be obligated to offer any modified terms and conditions offered to, or discussed with, one Proponent to any other Proponent.
- (c) The District is entitled to utilize the information or clarifications received or the modified terms and conditions resulting from any discussions or negotiations in selecting the successful Proponent and in awarding any contract resulting from this RFP.

### 8.3 CONTRACTS

- (a) The Owner and a Proponent may, before or after negotiations, enter into a Contract substantially in the Form of Contracts.
- (b) The District may, at any time, terminate negotiations with a Proponent and commence negotiations with another Proponent or cancel this request for proposals process.

### 8.4 NO PROPONENT STANDARD DOCUMENTS

In submitting a proposal, the Proponent acknowledges and agrees that the District will not accept a Proponent's standard contract terms and conditions.

### 8.5 MULTIPLE AWARDS

The District reserves the discretion to award the provision of all Work to one or more than one Proponent, and to divide the Contracts between two or more Proponents.

## PART 9 – AMENDMENT, WITHDRAWAL AND CANCELLATION

### 9.1 PROPOSAL AMENDMENTS AND WITHDRAWALS.

- (a) Prior to Closing, the Proponent may amend, revise or withdraw its proposal at any time by delivering written notice to the District.
- (b) After Closing, the Proponent may not amend, revise or withdraw a proposal or any portion thereof without the written consent of the District, which it may unreasonably withhold. For greater certainty, Proponent negligence, mistake or error confer no right to amend or withdraw a proposal after Closing.
- (c) In the event of pricing extension errors, the unit price will apply.
- (d) In no event will the District accept oral communication in connection with a proposal amendment, revision or withdrawal.

### 9.2 RFP REVISIONS

The District may in its discretion amend or revise any term or provision of the RFP, including to add to, delete or otherwise amend the Work, at any time during the RFP process until such time, if any, as the Contracts are entered into with a Preferred Proponent. The District will deliver any such amendments or revisions made prior to Closing in writing to those Proponents from which it has received the Receipt Confirmation Form. It is the sole responsibility of the Proponent, prior to the Closing, to ensure they have received all such amendments or revisions.



### 9.3 RFP POSTPONEMENT AND CANCELLATION

- (a) The District reserves the discretion to postpone or cancel this RFP at any time for any reason and with impunity, including a determination that:
  - i. none of the proposals received are satisfactory or acceptable; or
  - ii. negotiations in relation to the proposals received are unsatisfactory or unacceptable or are unlikely to result in Contracts that would be acceptable to the District and in its own best interests.
- (b) If the District exercises its right to cancel this RFP, then it may in its discretion:
  - i. negotiate with and award the Contracts to any other person or persons as may be acceptable to the District, whether or not such persons were recipients of this RFP and whether or not such persons submitted proposals; or
  - ii. issue a new RFP for some or all of the Work on the same or different terms and conditions.

## PART 10 – LIABILITY AND INDEMNITY

### 10.1 LIABILITY FOR ERRORS AND OMISSIONS

- (a) The District and its directors, officers, employees, contractors, consultants, representatives and agents (collectively, the “Releasees”) will not be held liable or to account for any error or omission of any kind whatsoever in any part of the documents or information provided in connection with this RFP, including those attached to this RFP, those provided in the data room (if applicable), and those in response to Proponent questions and in any other communication with the Proponent in respect of this RFP (collectively, the “RFP Information”). While the Releasees will make reasonable efforts to ensure an accurate representation of RFP Information, the RFP Information is supplied solely as a guideline for Proponents. The District makes no representation or warranty as to the accuracy, completeness or comprehensive nature of the RFP Information. Nothing in this RFP is intended to relieve the Proponent from the responsibility of conducting its own investigations and research and forming its own discretions and conclusions with respect to the matters addressed in this RFP.

### 10.2 ACKNOWLEDGEMENT AND LIMITATION OF LIABILITY

- (a) This is a request for proposals and not a call for tenders or request for binding offers. The District does not intend to enter into contractual relations as part of this RFP process and no contractual obligations whatsoever, including the contract customarily known as “Contract A”, will arise between the District and any Proponent who submits a Proposal in response to this RFP unless and until the District and a Proponent enter into a Contract.
- (b) By submitting a Proposal each Proponent hereby waives any claim for damages or costs of any nature against the District (including the cost of preparing and

submitting the proposal, and any anticipated profits and contributions to overhead) arising out of the District's use of its discretion under the RFP or in any way related to this RFP. Under no circumstance shall the District (including its directors, officers, employees, agents or consultants) have any liability of whatever nature howsoever arising to the Proponent under or in connection with the RFP or this procurement process.

## PART 11 – MISCELLANEOUS

### 11.1 GOVERNING LAW

This RFP will be governed exclusively by and construed and enforced in accordance with the laws of the Province of Alberta and of Canada as applicable. The Proponent agrees to attorn to the exclusive jurisdiction of the courts of the Province of British Columbia in the event of any dispute concerning this RFP or any matters arising out of this RFP.

# COMPONENT A - SCOPE OF REQUIREMENTS AND SPECIFICATIONS

District of Ucluelet

Amphitrite House - Building and Site Works

## DESCRIPTION OF PROJECT

### PART 1 PROJECT OVERVIEW

#### 1.1 INTRODUCTION

The District requires the services of a qualified contractor to undertake construction of a new public amenity building called (“the House”). The House is being developed on the foundation of the former lighthouse residence and the surrounding grounds will provide accessible options to access the house and opportunities for storm watching gathering space for local community and visitors. The District is looking to collaborate with the prime contractor to produce a high quality and constructible design; consequently, the District is seeking innovative recommendations to add value that may influence the cost, schedule and/or long-term maintenance of the project.

Following completion of collaboration process, the contractor will be requested to prepare and submit a final stipulated sum price to construct the building and site works based on the final design drawings. The District, at its sole discretion, may choose to accept, negotiate or reject the final submitted stipulated sum price. If the price is accepted by the District, the contractor will enter into a stipulated sum contract with the District to construct the infrastructure.

#### 1.2 BACKGROUND

In 2018, a feasibility study and conceptual design options were prepared, which was informed through significant community and stakeholder engagement including public open houses and programming/design input from the Wild Pacific Trail Society and Ucluelet and Area Historical Society. The feasibility study and associated cost estimates were then used to apply for and receive a grant from the Investing in Canada Infrastructure Program (ICIP). In 2021, a site investigation and background study were conducted to include; an environmental overview report, topographic survey plan, archaeology assessment, site servicing strategy, and schematic site plans for the Architectural and Landscape site works. The project is currently in the detailed design phase.

#### 1.3 PROJECT DESCRIPTION

This project involves renovation and repurposing of the former 2-storey lightkeeper’s residence and the surrounding grounds into a premier public gathering space for safe storm-watching and appreciation of this dramatic natural and cultural location along the Wild Pacific Trail.

- a) Building Renovation
- b) Site Servicing
- c) Exterior Site Works

#### 1.4 PROJECT TEAM

The District has engaged Urban Systems Ltd. to provide services for Prime Consultant, civil engineering and landscape architecture design, Public Architecture + Communications Inc. for architecture design, Herold Engineering for structural, AME Group for mechanical, and AES for electrical design. The successful Proponent will work within an integrated team with Urban Systems and its consultant team, from the detailed design phase through to construction and delivery of the project if the contractors final pricing is accepted.

#### 1.5 CONCEPT AND DESIGN

Construction documents to 50% complete are included in Component B – Project Information Documents.

#### 1.6 SCOPE OF WORK WITH PROJECT TEAM DURING COLLABORATION

The following scope of work for the Contractor is comprised of, but not limited to:

1. Participate in 1 value engineering session to review alternate products or materials to be incorporated into the work that meet the District's objectives for the project but provide improved value to the District.

#### 1.7 COST VALIDATION

- (a) Following completion of the collaboration process and formal budget update submission, the District will provide the contractor with a final set of drawings and specifications. The contractor will submit a final stipulated sum price for constructing the completed design in accordance with the contract drawings, documents and specifications. This price does not include any provision for construction contingency or engineering fees. Refer to Component B - Form of Contracts.
- (b) The District will review the final stipulated sum price submitted by the contractor and compare the final price to the budget provided in this RFP. Following a review of the final submitted stipulated sum price, the District will choose to accept or reject the price at their sole discretion.

#### 1.8 PROJECT SUCCESS MEASURES

This project is to be a collaborative approach and the District has identified some measures of success as:

1. A high-quality final product meeting or exceeding the District of Ucluelet expectations;
2. All project activities are concluded within the identified project completion date;
3. All phases of the project fall within budget;
4. All project activities are completed in a safe and environmentally responsible manner; and

5. Construction activities are sequenced to minimize the impact to visitors and tourists interested to visit Amphitrite Point Park.

## 1.9 COMMUNICATIONS

Public engagement and communications will be conducted by the District with input from consultants.

## 1.10 PROJECT SCHEDULE

The final design work is underway and is scheduled to be completed immediately after the selection process is finalized. The project schedule is at the discretion of the contractor who is awarded the contract. The Town's only requirement is that the works be completed by the project grant deadline of March 31, 2024. Milestone dates are as follows:

Collaboration Milestones	Date
Provide a Value Engineer Session	July 20, 2022
Final Pricing Submission (Contractors Cost)	August 3, 2022
Construction Completion	March 31, 2024

NOTE: The District reserves the right to modify any of the above dates.

Following completion of the final design and specification package, the updated documents will be provided to the contractor for use in preparing the final stipulated sum price. Lastly, the contractor, at their own cost, will submit a final stipulated price to be reviewed by the District for final acceptance or rejection.

PART 2 PROJECT SPECIFICATIONS AND REFERENCE DOCUMENTS

(BOUND SEPARATELY)

# COMPONENT B - FORM OF CONTRACT

District of Ucluelet

Amphitrite House - Building and Site Works

(BOUND SEPARATELY)