



**REQUEST FOR PROPOSALS
RFP 2024 PWB 31**

COLWOOD CREEK PARK WASHROOM/CHANGE ROOM

Sealed Proposals will be received at the office of:
Lori K. Cyr, CPPB, Purchaser
City of Colwood
3300 Wishart Road, Victoria, BC V9C 1R1

**up until the Closing Time of 3:00 p.m., local time, October 18th, 2024
or**

BC Bid Electronic Submission: Proponents may submit an electronic proposal using BC Bid. Proposals must be submitted in accordance with the BC Bid requirements and e-bidding key requirements (found at [BC Bid](#)). Only pre-authorized electronic bidders registered on the BC Bid system can submit an electronic proposal using the BC Bid system. Use of an e-bidding key is effective as signature.

Note: Faxed or emailed RFP submissions will not be accepted.

All inquiries related to this Request for Proposals shall be submitted by email to the attention of:

Lori K. Cyr, CPPB
Purchaser
purchasing@colwood.ca

Table of Contents

1.	SUMMARY	1
2.	INFORMATION FOR PROPONENTS.....	1
2.1	CLOSING DATE, TIME, AND DELIVERY REQUIREMENTS.....	1
2.2	COMMUNICATIONS & ENQUIRIES.....	2
2.3	ADDENDA.....	2
2.4	AMENDMENTS TO & WITHDRAWALS OF PROPOSALS	3
2.4.1	Amendment to Proposals.....	3
2.4.2	Withdrawal of Proposals	3
3.	SUMMARY TERMS, GENERAL CONDITIONS & CITY’S RESERVED RIGHTS	3
3.1	ACCEPTANCE OF PROPOSALS	3
3.2	OWNERSHIP OF PROPOSAL	4
3.3	LIABILITY FOR ERRORS	4
3.4	DEFINITION OF CONTRACT	4
3.5	THE CONTRACT	4
3.6	NO LOBBYING	4
3.7	CLAIMS OR POSSIBLE CLAIMS.....	5
3.8	REFERENCE CHECK.....	5
3.9	COST OF PROPOSAL	5
3.10	COLLECTION AND USE OF PERSONAL INFORMATION	5
3.11	DEBRIEFING.....	6
4.	TERMINOLOGY	7
5.	INTRODUCTION	8
6.	RFP SCHEDULE.....	8
7.	SCOPE AND DELIVERABLES.....	8
8.	PROPOSAL SUBMISSION.....	10
8.2	TITLE PAGE	10
8.3	COMPANY PROFILE	10
8.4	QUALIFICATIONS AND EXPERIENCE.....	11
8.5	MULTIPLE OPTIONS	11
8.5.1	DETAILED DESCRIPTION AND VISUAL REPRESENTATIONS	11
8.5.2	REPLACEMENT PARTS, MAINTENANCE AND WARRANTY	11
8.5.3	PRICING.....	11
8.6	SCHEDULE	11
9.	PROPOSAL EVALUATION	12
9.1	EVALUATION CRITERIA	12

10.	AWARD.....	12
10.1	RIGHT TO NEGOTIATE	13
10.2	FAILURE TO EXECUTE AN AGREEMENT	13
10.3	LIMITATION OF LIABILITY	13
10.4	PUBLICITY	14
10.5	INSURANCE	14
10.6	REGULATORY & LEGISLATIVE COMPLIANCE	15
10.7	FORCE MAJEURE	15

APPENDICES

APPENDIX A: GEOTECHNICAL MEMO (please note this was not available at the time of posting; to request a copy please contact rcampeau@colwood.ca for an emailed copy once available)

APPENDIX B: SITE PLAN

SAMPLE AGREEMENT FOR SERVICES

1. SUMMARY

The City of Colwood (the “City”) is seeking Proposals from qualified Proponents to supply and install a prefabricated, multi-user washroom / change room building at Colwood Creek Park, the building location is shown on APPENDIX B: SITE PLAN.

Proponents shall familiarize themselves with all aspects of the work required for this RFP. Further information regarding the scope of work is contained in the Scope section of this document.

A non-mandatory site viewing has been scheduled to allow potential bidders to visit the site and familiarize themselves with the work on **September 26, 2024 at 1:30pm**. If you wish you attend this, please RSVP to Ryan Campeau: rcampeau@colwood.ca no later than **3:00pm on September 23, 2024**.

2. INFORMATION FOR PROPONENTS

2.1 CLOSING DATE, TIME, AND DELIVERY REQUIREMENTS

Option 1: BC Bid Electronic Submission: Submit an electronic Proposal using BC Bid. Submissions must be in accordance with the requirements set out in this RFP. Only pre-authorized electronic bidders registered on the BC Bid system can make an electronic submission using the BC Bid system.

Option 2: Provide One (1) hard copy of the Proposal along with one (1) electronic version on USB memory stick, and completed appendices signed by a person authorized to legally bind the Proponent to the statements made in the response to this RFP shall be enclosed in a sealed envelope clearly marked with **2024 PWB 31** addressed to the City Purchaser, and delivered to the City of Colwood, 3300 Wishart Road, Colwood, BC, V9C 1R1 **no later than:**

3:00PM LOCAL TIME – OCTOBER 18, 2024

Proposals will NOT be opened in Public.

Please note the following:

- It is the sole responsibility of the Proponent to ensure the City receives their Proposal prior to the closing time and date. All costs to prepare the Proposal shall be borne solely by the Proponent.
- The Proponent is solely responsible for ensuring that the complete electronic Proposal, including all attachments, is received before Closing Time.
- The City of Colwood encourages Proponents using electronic submissions to submit

Proposals with sufficient time to complete the upload and transmission of the complete Proposal and any attachments before Closing Time.

- The Proponent bears all risk associated with delivering its Proposal by electronic submission, including but not limited to delays in transmission between the Proponent's computer and the Government Electronic Mail System or BC Bid.
- The computer clock in the offices of the City of Colwood determines the official closing time for this RFP.
- Facsimile (fax) or e-mail Proposals for this RFP will **NOT** be accepted.
- 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 City prior to the closing date and time.
- **Late Proposals will NOT be accepted and will be returned unopened to the Proponent.**

2.2 COMMUNICATIONS & ENQUIRIES

All enquiries regarding this RFP are to be directed in writing by email to the following contact person and department. Information obtained from any other source is not official and should not be relied upon as factual or accurate. All enquiries and responses will be recorded and will be distributed directly to the BC Bid website.

Enquiries: Lori K. Cyr, CPPB
Purchaser, City of Colwood
Email: purchasing@colwood.ca

All enquires, and questions are to be submitted in writing via email prior to **3:00pm on October 9, 2024. Please further note that addendums may be delayed and or not issued until after this date.** The City reserves the right to not answer any enquiries that are submitted after this time and date.

2.3 ADDENDA

All addenda, amendments, or further information regarding this RFP will be published on the BC Bid website. Each addendum will be incorporated into and become part of the RFP. It is the sole responsibility of the Proponent to monitor the BC Bid website regularly to ensure that they have received all updates.

2.4 AMENDMENTS TO & WITHDRAWALS OF PROPOSALS

2.4.1 Amendment to 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.

2.4.2 Withdrawal of Proposals

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 or email.

3. SUMMARY TERMS, GENERAL CONDITIONS & CITY'S RESERVED RIGHTS

3.1 ACCEPTANCE OF PROPOSALS

- The City of Colwood reserves the right to accept any response to this RFP which it deems to be in its own interest and/or to reject all Responses. Responses that are incomplete, conditional, or obscure or which contain additions not called for, erasures or alterations or irregularities of any kind may be rejected. Proposals will be assessed in accordance with the evaluation criteria, and the City reserves the right to accept or reject any Proposal in its sole and unfettered discretion without further explanation.
- Proposals must be completed with due care. All Proposals must conform to the instructions contained herein. If a Proposal does not conform in every way, even in ways that may seem innocuous to the Proponent, the Proposal may be rejected and not considered by the City.
- By submitting a Proposal, the Proponent agrees to all the terms and conditions of this RFP, acknowledges that it has read this RFP, including all addenda, understands it, and agrees to be bound by its requirements.
- The Proponent acknowledges that prior to the Closing Time it may be required to enter into a confidentiality agreement with the City of Colwood in order to obtain access to confidential materials relevant to preparing a Proposal.
- Neither acceptance of a Proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any Proposal that requires any approval, permit, or license pursuant to any Federal, Provincial, or Municipal statute, regulation, or bylaw.

3.2 OWNERSHIP OF PROPOSAL

All Proposals, including any attachments and documentation, submitted to, and accepted by the City in response to this RFP become the property of the City. They will be received and held in confidence by the City, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* (FOIPPA).

3.3 LIABILITY FOR ERRORS

The City has made considerable efforts to ensure an accurate representation of information in this RFP, however the information contained in the RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the City, nor is it necessarily comprehensive, exhaustive, or up to date. Nothing contained in this RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

3.4 DEFINITION OF CONTRACT

Notice in writing to a Proponent of the acceptance of its Proposal by the City and the subsequent full execution of the written Contract will constitute a Contract for the goods and services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods and services until the occurrence of both such events.

3.5 THE CONTRACT

By submission of a Proposal, the Proponent agrees that should its Proposal be successful the Proponent will enter into a Contract with the City of Colwood on substantially the same terms and conditions set out in the sample contract attached to the Request for Proposal. If the City of Colwood selects a Proponent pursuant to this RFP, it will provide notice in writing to the successful Proponent. The subsequent execution of a written Contract between the successful Proponent and City of Colwood will constitute the Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the Contract is executed.

3.6 NO LOBBYING

Proponents, Proponent team members including key individuals, and their respective directors, officers, employees, consultants, agents, advisors, and representatives will not engage in any form of political or other lobbying whatsoever in relation to the project, this RFP, or the competitive selection process, including for the purpose of influencing the outcome of the competitive selection process. Further, no such person (other than as expressly

contemplated in the RFP) will attempt to communicate in relation to the Project, this RFP, or the competitive selection process, directly or indirectly, with any representative of the City, or any member of the City Council or Committees for the purpose of:

- Commenting on, or attempting to influence views on, the merits of the Proponent's Proposal, or in any relation to Proposals of any proponents.
- Influencing, or attempting to influence, the evaluation and ranking of the Proposals, the selection of the Proponent, or any negotiations with the Selected Proponent.
- Promoting the Proponent or its interests in the project.
- Commenting on or criticizing aspects of this RFP, the competitive selection process, the project, including in a manner which may give the Proponent a competitive or other advantage over other proponents; and
- Criticizing the Proposals of other Proponents.

3.7 CLAIMS OR POSSIBLE CLAIMS

The City will preclude a Proponent from responding if such Proponent has made a formal demand or otherwise put the City on notice for a pending action or is involved in any actual litigation proceedings (excepting only construction liens, proceedings, or notices) by or against or otherwise involving the City, until a final decision is rendered and for a period of three (3) years thereafter.

3.8 REFERENCE CHECK

The City shall be entitled to verify the Proponent's references at any time during the RFP process.

3.9 COST OF PROPOSAL

The Proponent shall assume all costs related to the preparation and drafting of their Proposals and the City shall, under no circumstances, be liable to compensate respondents for such costs.

3.10 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 City of Colwood 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 City of Colwood. Such written consents are to specify that the personal information may be forwarded to the City of Colwood for the purposes of responding to this RFP and use by the City of Colwood for the purposes set out in the RFP. The City of Colwood 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 City of Colwood.

3.11 DEBRIEFING

At the conclusion of the RFP process, all Proponents will be notified. Proponents may request a debriefing meeting with the City.

4. TERMINOLOGY

Throughout this RFP, the following terminology is used:

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

“City” means the City of Colwood.

“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.

“Contract” means the written agreement resulting from the RFP, executed by the City of Colwood and the Selected Proponent.

“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.

“Project Manager” means the person in charge of the planning and execution of the project.

“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.

“Selected Proponent” means the successful proponent to the RFP who receives a purchase order or enters into a written contract with the City of Colwood.

“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.

5. INTRODUCTION

In line with the 2022 Colwood Creek Park Management Plan ([CCPMP](#)), the City of Colwood is planning to install a prefabricated, multi-user washroom / change room building at Colwood Creek Park. The building location is shown on APPENDIX B: SITE PLAN.

The City will provide water, electrical, and drainage connections, but the building site is not serviced by a sanitary sewer. It is assumed that a pit type sanitary storage system will be required, however, it is desirable to maintain the same user experience as a fully serviced washroom facility, including flush toilets.

The goal is to create an attractive, comfortable, and long-lasting facility at this location, while achieving cost savings compared to traditional construction. The building will utilize durable materials to withstand heavy use and resist vandalism. The selection of finishes, materials, and specifications for all components should consider the following:

- Aesthetics and sustainability.
- Functional and able to withstand intense use and periodic vandalism.
- Ease of maintenance and parts availability.
- Creative solutions for the lack of a sanitary sewer service.

Budget

The City has established a budget of **\$307,675** to fund this project, including site preparation, servicing, and contingency.

6. RFP SCHEDULE

The schedule for this RFP shall be as follows:

RFP ISSUED	SEPTEMBER 16, 2024
DEADLINE FOR QUESTIONS	OCTOBER 9, 2024
RFP CLOSING	OCTOBER 18, 2024

It is anticipated that Proposals will be evaluated, and the project awarded by **November 12, 2024**, with work commencing within 10 days of award and contract execution.

7. SCOPE AND DELIVERABLES

The Proponent is responsible for the complete / turnkey supply, and installation of a prefabricated multi-user washroom / change room building on a site prepared by City staff, encompassing the following:

Washroom / Change Room Structure(s) Specifications:

- Two single-user washroom stalls that can easily accommodate families and people requiring assistance from a companion or caregiver. Each stall should include at minimum:
 - 1 manual flush toilet.
 - 1 sink including metered faucet.
 - Non-breakable mirror.
 - Fold-down diaper change table.
 - Garbage receptacle.
 - Toilet paper dispenser (Bobrick B-2888 Surface-Mounted Multi-Roll Toilet Tissue Dispenser).
 - Forced air hand dryer including electrical rough-in (Bobrick 818615 Heavy-Duty Surface-Mounted Soap Dispenser).
 - Soap dispenser (Bobrick B-750 AirCraft® ADA Recessed Hand Dryer).
 - Wheelchair-accessible and compliant with all relevant codes and standards (Canadian Standards Association, British Columbia Building Code, etc.).
 - Utility room for cleaning products, hot water supply, etc., including a mop sink and hose bib.
 - Appropriately sized ceiling-mounted electric heat c/w thermostat. Thermostat must be tamper proof or not accessible to the public.
 - Adequate interior and exterior lighting.
 - Sanitary sewage storage tank or equivalent system.
 - Finished concrete floor, all areas to be sloped to a floor drain.
- Change room (two stalls) for the nearby splash pad. The City will consider an add-on to the washroom building or a free-standing structure that compliments the washroom building.
- All documentation required for permits, including but not limited to plans and shop drawings.
- Proponent to complete final connections of water and storm drain lines to washroom unit as part of installation.

City will provide:

- Obtain necessary building and plumbing permits.
- Obtain an electrical permit from Technical Safety BC for connecting the building.
- Site preparation work, earthworks, and landscaping.
- 1.5m wide by 100mm thick broom finish concrete apron around entire building.
- Supply and installation of water line to the unit.
- Supply and installation of storm drain service to the unit.
- Supply, installation, and connection of main electrical distribution panel and underground power line to the unit from a nearby metered service.

Optional Extras:

While the listed optional extras are not mandatory, proposals that incorporate them will be viewed favorably during evaluation, as they can demonstrate added value to the project. The City is particularly interested in proposals where the proponent provides site preparation work, earthworks and landscaping.

Provide separate line items for each of the following optional extras:

- Site preparation work, earthworks, and landscaping. Landscaping would encompass restoration / grading of soil to match the external walkway elevation.
- 1.5m wide by 100mm thick broom finish concrete apron around entire building.
- Externally mounted shower.
- Supplemental solar power.
- Sharps containers and locking boxes in both washroom stalls.
- Kick stops for doors (or other way to hold doors open).
- Optional interior or exterior upgrades.
- Any other optional extras the proponent feels will add value to the finished product.

Delivery:

The prefabricated washroom / change room must be delivered and installed at the location specified in APPENDIX B: SITE PLAN or as agreed upon between the City and the proponent. Delivery will be FOB Colwood Creek Park, with freight and crane services prepaid by the proponent. These costs should be included in the proposal.

8. PROPOSAL SUBMISSION

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

8.2 TITLE PAGE

Showing RFP title and number, closing date, company name of the Proponent, address, contact name, email address and phone number.

8.3 COMPANY PROFILE

This section to include, but not limited to, the following:

- Legal business name and names of any national or international affiliations.
- Company's history.
- Number of staff employed.
- Other goods or services provided by your company.

- Current projects/contracts of similar scope.

8.4 QUALIFICATIONS AND EXPERIENCE

Proponents shall have a minimum of 3 years experience in providing goods and/or services of similar scope and nature. Include a detailed description of the experience of the Proponent demonstrating their experience to undertake the work outlined in this RFP. Include a list of at least 3 relevant completed projects with client references and telephone number/email contact information for each project. By submitting a Proposal, the Proponent consents to the City contacting these references at its discretion, and consents to the City also contacting any other organizations for the purposes of evaluating the Proposal

8.5 MULTIPLE OPTIONS

Proponents are encouraged to submit up to three distinct options. Each option should be presented as a separate, clearly labeled section within the proposal, including:

8.5.1 DETAILED DESCRIPTION AND VISUAL REPRESENTATIONS

- Provide a comprehensive overview of the option, highlighting its unique features, materials, and any trade-offs compared to other options.
- Include renderings, sketches, or photos to illustrate the design and aesthetic of each option.

8.5.2 REPLACEMENT PARTS, MAINTENANCE AND WARRANTY

- Detail the availability and estimated lead times for any specialized or non-commercially available replacement parts, especially for critical replacement components required throughout the building's lifespan.
- Provide preventative and general maintenance information.
- Provide warranty information including any available extended warranties.

8.5.3 PRICING

- Include a detailed cost breakdown for each option, clearly outlining the cost of the base building, optional extras, and any associated services.

8.6 SCHEDULE

The Proponent shall provide a detailed project schedule outlining the following key milestones and their estimated durations. Please ensure the schedule is realistic and achievable, taking into account potential lead times for materials, fabrication, and permitting processes. Highlight any dependencies or critical path items that may impact the overall project timeline.

9. PROPOSAL EVALUATION

The City, 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 City to accurately assess their organization with regard to the evaluation criteria. The City will make no assumptions on the behalf of the Proponent.

The City 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 City reserves the right to contact references provided by the Proponent, and to utilize information acquired from references as part of its overall evaluation.

9.1 EVALUATION CRITERIA

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

	Description	Weight
1	Project Approach and Understanding – Demonstrates a clear grasp of the project requirements, challenges, and site context.	25%
2	Technical Specifications, Design Concept, Sustainability – Offers a design that is functional, aesthetically pleasing, durable, and vandal-resistant. Utilizes sustainable materials and practices where possible. Meets or exceeds technical specifications.	30%
3	Project Schedule – Provides a realistic and achievable timeline for, fabrication, delivery, and installation.	15%
4	Proposed Price (excluding GST)	10%
5	Added Value - Includes additional benefits such as extended warranties, or innovative features that enhance the project's overall value.	20%

10. AWARD

It is not the intent of the Owners 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 Owners reserve the right to

reject any submitted proposal from any Proponent who, in the Owners' 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 Owners in any way to select a Proponent. This RFP and a Proposal received by the Owners in response to it shall not give rise to any contract, including the contract known in the law of tendering as "Contract A", between the Owners and the Proponent who submitted the Proposal. No contract of any nature shall arise between the Owners and a Proponent unless and until the Proponent and the Owners execute and enter into the Contract. The Owners reserve the right, should it be deemed in the best interest of the Owners to so do, to reject or retain for its consideration Proposals which are non-conforming because they do not contain the content or form required by this RFP or for failure to comply with the process for submission set out in this RFP.

In addition, the Owners may elect to reject any or all Proposals for the following reasons:

- All Proposals received are outside the available budget for this project.
- The Owners decide to cancel the project.

10.1 RIGHT TO NEGOTIATE

After the contract has been awarded to the Selected Proponent, the City reserves the right to negotiate minor changes, amendments, or modifications to the Selected Proponent's Proposal, without offering the other Proponents the opportunity to amend their Proposals.

10.2 FAILURE TO EXECUTE AN AGREEMENT

In addition to all other remedies, if a selected Proponent fails to execute the Contract within 30 calendar days of notice of project award, the Owners may, in their sole and absolute discretion and without incurring any liability, rescind the selection of the Proponent. Should the aforementioned occur, the Owners further reserve the right to remove the Selected Proponent from eligibility to submit future proposals for other projects thereafter

10.3 LIMITATION OF LIABILITY

Each Proponent agrees not to bring any claim in excess of the amount of \$1,000 against the Owners or any of them or any of the City's employees, advisors and representatives for costs, expenses, losses or damages, loss of anticipated profits, or for any other matter whatsoever, for any matter in relation to or arising out of this RFP, including but not limited to:

- if the City award the Contract to a Proponent who submitted a Proposal that does not comply in a material or immaterial way with the requirements of this RFP or if

the Owner otherwise does not conduct itself in conformity with this RFP; or

- if the City modify, suspend or cancel this RFP for any reason (including modification of the scope of the Work) or the City exercise any rights under this RFP.

10.4 PUBLICITY

The successful Selected Proponent 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 City.

An award of Contract to the successful Selected Proponent does not constitute a general endorsement of the Proponent's products or services, and the award of Contract cannot be used by the Selected Proponent to promote the sale of products or services without the express written approval of the City. The City may issue a news release about the award of the Contract and project updates.

10.5 INSURANCE

The successful Selected Proponent 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 Selected Proponent's own cost and expense, in such amount, in such forms, and with insurers acceptable to the City.

The Selected Proponent must carry comprehensive general bodily injury and property damage liability insurance in the amount of not less than five million dollars (\$5,000,000) inclusive per occurrence. The City of Colwood must be added as an additional insured to such policy and such policy must contain a cross-liability clause.

The Selected Proponent 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 City of Colwood, and a thirty (30) day prior notice clause of any cancellation or material change in coverage, terms, and conditions.

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

10.6 REGULATORY & LEGISLATIVE COMPLIANCE

The successful Selected Proponent shall ensure services and products provided in respect to the Work are in accordance with, and under the authorization of, all applicable authorities and municipal, provincial, and federal legislation and Acts. The Selected Proponent will provide the City 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 Selected Proponent 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 Selected Proponent shall provide the City, 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 Selected Proponent does not have written procedures relevant to the Work, the Selected Proponent's project team will be expected to abide by the City'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.

10.7 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.