



Regional District of Nanaimo
Request For Proposal

**Landscape Maintenance Services
for Parks and Trails on Gabriola
Island**

Issue Date: February 6th 2018

Non Mandatory Information Meeting:

Will be held at Rollo McClay Community Park, 1100 McClay Way, Gabriola, BC at 9:30 AM, Pacific Time on Tuesday, Feb 13th, 2018

Closing Date and Time:

Wednesday, February 28th at 2:00 PM, Pacific Standard Time

Closing Location: Regional District of Nanaimo,
Recreation and Parks Department
Oceanside Place
830 W. Island Highway
Parksville, B.C. V9P 2X4
250 248 3252

Questions and Enquiries are to be sent only to: Chris van Ossenbruggen, Parks Operations Coordinator
c/o cvanossenbruggen@rdn.bc.ca before the close of the business day on Wednesday, Feb 21st, 2018

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Part “A”

1. Introduction

The Regional District of Nanaimo (the RDN) invites Proposal submissions from qualified Contractors interested in bidding on the Landscape Maintenance Services for Parks and Trails on Gabriola Island as described in the Scope of Service / Service Level Standards in Part “B”

If awarded, the term of a Contract shall commence on April 1st, 2018 and will expire on December 31th, 2020 unless otherwise terminated or cancelled.

The Regional District of Nanaimo appreciates all proposal responses; however, only short-listed or successful Proponents will be contacted.

2. Definitions

The following definitions, instructions, terms and conditions apply to all Proposals related to this RFP. Submission of a Proposal in response to this RFP indicates acceptance of all the terms contained in this RFP and that are included in any contract issued by the RDN.

- 2.1.** “Contract” means the written agreement resulting from this Request for Proposal.
- 2.2.** “Contractor” means the successful proponent to this RFP that has entered into an agreement with the RDN
- 2.3.** “GST” means Good & Services Tax administered under the Excise Tax Act (Canada) and any successor tax or levy therefore in force from time-to-time
- 2.4.** “Proponent” means the person submitting a proposal.
- 2.5.** “Proposal” means a submission in response to this request for proposals.
- 2.6.** “Provider” means the successful proponent;
- 2.7.** “RFP” means this request for proposals
- 2.8.** “RDN” means the Regional District of Nanaimo.
- 2.9.** “Services” means all the labour, materials, equipment, supplies, work and other items necessary for the execution, completion and fulfillment of the Contract.
- 2.10.** “must,” “shall,” or “mandatory” means a requirement that must be met in order for the proposal to receive consideration;
- 2.11.** “should” or “desirable” means a requirement having a significant degree of importance to the objective of the request for proposals, but which the RDN would strongly prefer to be fulfilled, and which the RDN may in its sole discretion elect to treat the failure to fulfill as a grounds for rejection of a Proposal;
- 2.12.** “Work” unless the context otherwise requests, means the whole of the work, tools, materials, labour, equipment, travel, and all other expenditures in connection with the Services to complete the Work as set out in the Scope of Services
- 2.13.** “Work site” means an RDN location where the Work is to be performed.

3. RFP Administrative Requirements

- 3.1.** Proposals must be returned in a sealed envelope clearly marked “RFP for Landscape Maintenance Services for Parks and Trails Gabriola Island” addressed to Regional District of Nanaimo, Oceanside Place, 830 West Island Highway, Parksville, B.C. V9P 2X4 Attn: Chris van Ossenbruggen, Parks Operations Coordinator.
- 3.2.** Proposals must be received at the Regional District of Nanaimo no later than **2:00 p.m., Pacific Standard Time, February 28th, 2018.**
- 3.3.** Proposals received and not conforming to Items 3.1 and 3.2 above, will be returned (unopened) to Proponent(s) without consideration.
- 3.4.** The Regional District of Nanaimo will not accept proposals received via facsimile machine or email.
- 3.5.** Proposals are to be based on these instructions, the General Terms and Conditions, and the Scope of Services
- 3.6.** Proposals must be in English.
- 3.7.** Prices are to be quoted in Canadian dollars with GST excluded.
- 3.8.** Proposals should clearly show the Proponent’s complete company name, nearest location to the Regional District of Nanaimo, and name, e-mail and telephone number of primary contact person(s).
- 3.9.** All submissions should include two (2) bound copies of your Proposal, (preferably duplex printed and bound in an 8½” x 11” format; please do not use three-ring binders or provide a copy of the original Proposal or addenda with your response).
- 3.10.** Submissions may be withdrawn before the deadline upon written notice (e-mails of notice will be accepted) addressed to Chris van Ossenbruggen, Parks Operations Coordinator c/o cvanossenbruggen@rdn.bc.ca
- 3.11.** Withdrawn submissions may be replaced by alternative submissions providing written notice that an alternative Proposal will be submitted (e-mails of the notice (but not the alternative Proposal) will be accepted) if delivered to the Parks Operations Coordinator at least twenty-four (24) hours before the deadline for the closing noted herein.
- 3.12.** No Proponents may withdraw their proposal for a period of 90 days after the actual date of closing.
- 3.13.** After the closing time and date all proposals received by the Regional District of Nanaimo become the property of the Regional District of Nanaimo.
- 3.14.** The RDN reserves the right to modify the terms of this RFP at any time at its sole discretion. Such modifications will be communicated through formal addenda. Any addenda to this

Request for Proposal will be posted on the Regional District of Nanaimo's web site located at rdn.bc.ca. **It is the sole responsibility of the Proponent to make sure that it receives all addenda prior to the closing date and acknowledge receipt of the addenda in the Cover Letter.**

- 3.15.** Proponents are invited to attend a non mandatory information meeting to be held at the Rollo McClay Community Park, 1100 McClay Way, Gabriola, BC at **9:30 am Pacific Time on Tuesday Feb 13th, 2018.**

4. RFP General Terms and Conditions

4.1. Confidentiality

All documents and other records in the custody of or under the control of the RDN are subject to the *Freedom of Information and Protection of Privacy Act* ("FOIPPA") and other applicable legislation. The RDN will endeavor to respect and protect the confidentiality of information relating to ideas and strategies and other confidential commercial and financial information submitted by the Proponent. All documents and information will be treated as being supplied in confidence within the meaning of FOIPPA, subject to FOIPPA, or other applicable legislation.

4.2. Conflict of Interest

Proponents must ensure that they are not in a position that may be perceived as a conflict of interest. Proposals will not be evaluated if the Proponent's current or past corporate or other interests are, in the reasonable opinion of the RDN, deemed or perceived to be a conflict of interest in connection with this RFP or the activities or mandate of the RDN.

4.3. Solicitation

If any director, employee, agent or other representative of a Proponent makes any representation or solicitation to the Chairperson, Director, officer or employee of the RDN with respect to the Proposal, whether before or after the submission of the Proposal, the RDN shall be entitled to reject the Proposal

4.4. Cancellation

The RDN reserves the right to cancel this Request for Proposals at any time and for any reason, and will not be responsible for any loss, damage, cost or expense incurred or suffered by any Proponent as a result of that cancellation.

4.5. Proponents' Expenses

Proponents are solely responsible for their own expenses in preparing a proposal and for subsequent negotiations with the RDN, if any. Without limiting any other term of this RFP, if the RDN elects to reject all proposals, the RDN will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

4.6. Proponents Understanding of the RFP

It is each Proponent(s) responsibility to carefully examine the RFP Documents and Work sites, The Proponent may not claim, after the submission of a Proposal, that there was any misunderstanding with respect to the Services and Work conditions imposed by the RDN.

The Proponent will be deemed to have inspected and examined the Work site(s) and surroundings and to have satisfied itself before submitting a Proposal as to the nature of the required Services and required materials, and equipment necessary for performance of the Services.

There will be no opportunity to make any additional claim for compensation or invoice for additional charges that were not considered and included in the Proposal Price submitted, unless the RDN, at its sole discretion, deems that it would be reasonable to do so, or there are additional Service requirements due to unforeseen circumstances.

4.7. Addenda

All addenda will be incorporated into and become part of the RFP Document. No amendment of any kind to the RFP is effective unless it is contained in a written addendum issued by the RDN. Upon submitting a Proposal, Proponents will be deemed to have received notice of all addenda posted on the RDN website.

4.8. Liability for Errors

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

5.0 Evaluation Process

Evaluation of Proposals will be by a committee and may include employees and/or contractors of the RDN. All evaluators will be bound by the same standards of confidentiality.

The RDN's intent is to enter into a Contract with the Proponent who has submitted the best offer. The RDN reserves the right to accept any or none of the proposals submitted and will evaluate proposals based on the best value offered to the RDN and not necessarily the lowest price. The RDN expressly reserves the right in its sole unrestricted discretion to:

- (a) accept any Proposal which the RDN deems most advantageous to itself;
- (b) reject any and/or all irregularities in a Proposal submitted;
- (c) waive any defect or deficiency in a Proposal that does not materially affect the Proposal and accept that Proposal;
- (d) reject any and/or all Proposals for any reason;
- (e) accept a Proposal which is not the lowest priced Proposal;
- (f) make decisions with due regard to quality of service, experience, compliance with requirements and any other such factors the RDN deems relevant even though such criteria may not have been disclosed to the Proponent;
- (g) cancel or reissue the RFP without any changes for any reason, including in the event that only one compliant Proposal is received, and/or if the pricing submitted in

- Proposal(s) exceeds the estimated budget for this project; and
- (h) seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

While previous experience with the RDN is not required and does not in any way confer an advantage, the RDN's previous experience with the Proponent may be taken into consideration in its evaluation of Proposals. The RDN reserves the right to rely upon its records, references and recollection in this regard. The RDN may also obtain references other than those provided by the Proponent and may use these references in determining the best value.

The RDN reserves the right to enter into negotiations with one or more Proponents concerning the terms and conditions of the services to be provided, and expressly reserves the right through such negotiations to request changes, alterations, additions or deletions from the terms of any Proposal received.

By submitting a proposal, the Proponent acknowledges the RDN's rights under this clause, and without limiting any other provisions of the RFP, absolutely waives any right of action against the RDN for the RDN's failure to accept the Proponent's proposal.

6.0 Submission Requirements and Evaluation Criteria

The following information is to be included in your proposal submission and will be used as the basis for evaluation. Failure to provide the following information may result in your proposal submission not being considered. Proponents are asked to structure proposals in sequential order as listed below.

No assumptions should be made that information regarding the Proponent or its participants, their experience, expertise and performance on other projects is known, other than the documentation and responses submitted by the Proponent.

Proponent Information and Agreement Form

Required

Your Proposal should include the Proponent Information and Agreement Form (Appendix A) containing the following information:

- Company name, address, website address, telephone number, e-mail address and primary contact person.
- Signature of the person or persons authorized to sign on behalf of the company.
- Acknowledgment of any addenda issued for this Request for Proposal.

Experience and Qualifications of the firm

20 Points

To assist the RDN in understanding your background, the Proponent is to provide their company profile and experience, and include the following minimum information below:

- Summary that illustrates an understanding of the RDN's requirements.
- Company profile, experience, and duration in business.
- A brief description of recent similar contracts held by the Proponent.

Approach and Methodology

20 Points

Proposal content for this section should include the following information:

- State how your company would manage the RDN's Contract
- Provide a monthly work schedule outlining the duties of the contract for one calendar year in order to demonstrate a clear understanding of the components of the work to be completed.
- State your process for keeping accurate records
- Provide a copy of your monthly report format to be delivered to the RDN
- State the means your company has of communicating with the RDN for emergency and regular Work request etc. (i.e. cell phone, email, etc.)
- State your quality assurance process that will ensure that the RDN's concerns are resolved in a timely manner and to the RDN's satisfaction.

References

5 Points

Provide contact names and telephone numbers of three clients that you have provided landscape maintenance services for that are of a similar size and/or complexity to the RDN. Any or all references provided by Proponent may be contacted by the RDN to confirm the information provided in the proposal and the nature and quality of the services provided. (Appendix B may be used for this purpose)

Technical, Qualifications and Experience of Personnel

20 Points

Work is to be supervised or carried out by someone who has a minimum of five (5) years' experience with maintaining irrigation systems and five (5) years relevant experience in horticultural practice or landscaping. Proponent should be familiar with the BC Landscape Standards, as written by the BC Landscape and Nursery Association.

Provide information of key personnel, assigned role, and persons responsible for supervision. Key personnel changes during the Contract period will not be allowed without written agreement of the RDN. (Appendix "C")

Equipment

5 Points

Provide a list of key pieces of equipment available for performing the duties of the contract.

7.0 Pricing

30 Points

Fill out and submit "Appendix "D" Pricing

- All prices shall be expressed in Canadian Funds.
- Prices shown on Schedule of Prices are inclusive of all materials, labour, equipment, travel, tools, clean up, and all other expenditures necessary for the performance of the Work, including contractor overhead, and profit, excluding GST

8.0 Negotiation of Contract and Award

If the RDN selects a Preferred Proponent(s), then the RDN will enter into discussions with the Preferred Proponent(s) to clarify any outstanding issues and attempt to finalize the terms of a Contract, including financial terms. If discussions are successful, the RDN and the Preferred Proponent(s) will finalize a contract.

If at any time the RDN reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time then the RDN may terminate discussions, in which event the RDN may then either open discussions with another Proponent or terminate this RFP and retain or obtain the services in some other manner.

Notice of Award

The anticipated date of notification is Thursday, March 22nd, 2018

Chris van Ossenbruggen, Parks Operations Coordinator will notify the successful Proponent that its Proposal has been selected.

Form of Agreement

The form of agreement will include the following documents:

- a) the Contractor Services Agreement
- b) the letters of clarification, if any
- c) Addenda, if any
- d) The Proponents Proposal
- e) The RFP Document and Scope of Services
- f) Supplemental General Conditions
- g) Appendices to the RFP
- h) Attachments to the RFP Document

9.0 Enquiries

All inquiries regarding this Request for Proposal must be directed in writing to Chris van Ossenbruggen, Parks Operations Coordinator via email to cvanossenbruggen@rdn.bc.ca. All questions should be received before the close of the business day on Wednesday, Feb 21st, 2018

Any verbal representations, promises, statements or advice made by employees of the RDN other than that offered through Chris van Ossenbruggen, Parks Operations Coordinator should not be relied upon.

**REQUEST FOR PROPOSAL – Landscape Maintenance
Services for Parks and Trails on Gabriola Island**

Part “B” Scope of Service / Service Level Standards

Work Site Maps

See Appendix “E” (attachment) for maps containing additional site specific details and locations.

1. Scope of Service/ Service Level Standards for:

Site Name	Address	Category	Total Size
Rollo McClay Community Park	1100 McClay Way, Gabriola	Community Park	1.6 Acres

Objective

The main objective is to present a neat, orderly, well maintained appearance, with some tolerance for the effects of “wear and tear,” moderate traffic and natural processes.

Appearance Standard

Lawns are healthy and kept within accepted height range for the type; invasive plants, weeds, and debris are removed during regular visits

Sports and Playfield Grassed Areas

- Mow fields approximately every 7-10 days and trim as required. A mowing height of 2.5 inches should be maintained as closely as possible.
- All grass areas must be trimmed to a uniform height (using a string trimmer) against signs, tables, structures, curb, hard surfacing, and all other amenities to maintain a neat and tidy appearance.
- Trimming and blowing to take place after each mowing.
- Pick up and dispose of litter around field as required (on-site garbage can collection is not required as this task is contracted separately).
- Maintain consultation with the Gabriola Recreation Society (or other RDN designated organization) with regards to mowing schedule.
- Apply fertilizer to turf as required or as directed by the Regional District. Fertilizer should be 23-3-23 slow-release with minors or equivalent, applied mid-April and mid-September.
- Monitor condition of ballfields and grounds and notify Regional District staff and the Gabriola Recreation Society of any concerns regarding these conditions.
- Monitor and report any observed hazardous trees or conditions to Regional District staff.
- Monitor and assist with programming of irrigation system timer.
- Blow out irrigation system for both fields at season close. This task to be scheduled in consultation with the Gabriola Recreation Society and RDN parks staff.
- Spring irrigation start up.
- Clean the water intake filter at the irrigation pond once per mowing visit.

Gravel Trails, Parking Areas, Shelters, Benches and Fencing.

- Weed gravel paths twice a month to uproot and remove any vegetation and provide a maintained appearance.
- Rake gravel paths to remove minor ruts, ridges and potholes. Report major potholes or damage to the RDN.
- Blow areas free of grass cuttings, leaves, and storm debris.
- Rough Grass areas: Cut as required to maintain a height of 50 – 100 mm typically once a month depending on growth.
- Shelter, Benches and Fencing: Check and remove any litter and debris. Report any damage or other concerns to the RDN

Playground

- At minimum once a month, rake protective surface material as required to aerate and redistribute materials as necessary.

Playground safety inspections are the responsibility of the RDN; however, at each maintenance visit the Contractor should observe the equipment for any signs of damage, vandalism, or other obvious hazard, and if found, report the conditions observed immediately to the RDN.

Litter removal and clean-up

- Pick up all litter, feces and debris from grounds, and remove from the site at each visit.

2. Scope of Service/ Service Level Standards for:

No.	Site Name	Address	Category	Total Size
B4	Bluewhale	1574 Whalebone Drive	Community Park	0.90 Hectares
B5	Hummingbird	1612 Whalebone Drive	Community Park	0.80 Hectares
B7	Queequeg	1656 Whalebone Drive	Community Park	0.72 Hectares
B8	Blue Heron	1748 Whalebone Drive	Community Park	0.52 Hectares

Objective

Main objective is to present a generally neat, orderly appearance, with moderate tolerance to the effects of use and natural processes.

Appearance Standard

Lawns are kept within accepted height range for the type; invasive plants, weeds, and debris are acceptable within limits between regular visits

Grassed Areas

- Turf Grass: Cut as required to maintain a height of 50 – 65 mm with sufficient frequency to ensure that not more than 1/3 of the total height of the grass is removed at one cutting. Clippings to be mulch mowed. Grass to be mowed to a minimum of 2meters from the trunk of established trees. Park space will be mowed to the property line where possible.

- Rough Grass areas: Cut as required to maintain a height of 50 – 100 mm typically once a month depending on growth
- Trimming: All grass areas must be trimmed to a uniform height (using a string trimmer) against signs, tables, structures, curb, hard surfacing, fence lines and all other amenities to maintain a neat and tidy appearance. Trimming to take place after each mowing.

Paths

- Rake to remove minor ruts, ridges and potholes. Report major potholes or damage to the RDN.
- Weed monthly to uproot and remove any vegetation and provide a maintained appearance.
- Blow free of grass trimmings, leaves, and storm debris.
- Trees: monitor and report any observed hazardous trees or conditions to Regional District staff.

Benches, Stairs and Bridges

- Check amenities attached to the work area for obvious damage or vandalism and report any concerns to the RDN.

Litter removal and clean-up:

- Pick up all litter, feces and debris from grounds and remove from site.

3. Supplemental General Conditions

3.1. Scheduling

All sites shall be initially attended and grass cut during the first four (4) weeks beginning March 1st, and continue through October 31st.

This schedule will be adjusted in 2018 to allow for the issuance and start-up of the contract.

3.2. Standards of work

The British Columbia Landscape Standard 2012 will serve as reference guide for acceptable practices of Work, Standards and Legislation, and Qualifications.

All tree work must be carried out to International Society of Arboriculture standards, unless otherwise specified.

3.3. Prime Contractor

The successful Contractor agrees to be designated as the Prime Contractor per WorkSafe BC OH&S Regulations and shall be responsible for safety management of all persons who are present within the boundaries of the Work site including but not limited to the Contractors workers, Subcontractor workers, the Owner, and any inspector or agent appointed by any of them.

3.4. Environmental Protection

All work shall be conducted in accordance with all applicable legislation, and guidelines of both the Ministry of Environment and Department of Fisheries and Oceans. The deposit or release of debris or deleterious substances into any drainage system or watercourse will not be permitted.

3.5. Public use of Parks

The Contractor shall conduct the work so as to cause the least amount of interference to the public in their enjoyment of the Parks.

Adjust maintenance scheduling by mutual agreement with the Gabriola Recreation Society and RDN to accommodate special community and other authorized events.

Contractor activities around play equipment must not be performed while equipment is being used by children, or when there are RDN programs activities ongoing in the Park.

3.6. Documentation and Reporting

- (a) At each maintenance visit, personnel should record the operations carried out, any damage or vandalism to horticultural and non-horticultural elements, and any conditions that require attention or monitoring.
- (b) Contractor must provide an accurate record for all maintenance services provided each month. This shall be submitted along with the service invoice for each month of the contract. Monthly service records shall document the wear and conditions of all facilities noting potential hazards and any damage or vandalism.
- (c) Monthly reporting shall be submitted in a digital pdf format suitable for printing.
- (d) The Contractor must immediately report to the RDN any hazardous situations observed at any work site. Hazardous situations are to be reporting immediately and non-hazardous situations are to be reported within (24) hours to the RDN, or designate at 1-888 828 2069
- (e) Failure to provide the monthly maintenance records and schedules will result in holdback on payment until such paperwork is submitted to the satisfaction of the RDN.

3.7. Billing

The Contractor will submit an invoice at the end of each month to the RDN requesting payment of the portion of the Contract Price for the services provided in the previous month. The monthly invoice will show the total amount charged to Rollo McClay Community Park and the amount charged to Whalebone Community Park System as separate line items.

3.8. New Parks

The Contractor agrees to provide maintenance services during the contract for new parks added that are not included in this RFP. Additional costs to the maintenance contract through inclusion of new parks shall be negotiated and mutually agreed upon before such service begins.

3.9. Collection and Disposal of Refuse

The Contractor is solely responsible for collection and disposal of all refuse, garden waste, debris, feces, or litter, other than waste receptacle collection.

All materials must be properly disposed of at a Regional Solid Waste Facility or other approved collection facility at the Contractor's expense or as otherwise directed by the RDN,

3.10. Defective Work

The RDN will measure the Contractor's Work by the appearance of the work sites covered by this RFP. If the Contractor fails to provide grass cutting or clean up Services in accordance with the aforementioned, to the satisfaction of the RDN, the Contractor will be required to return to the site [within two (2) business days] and properly complete any missed or incomplete Work.

Corrective Work will be completed by the Contractor at the Contractor's sole expense, to the

complete satisfaction of the RDN, or the RDN may complete these Work with the costs associated charged back to the Contractor.

3.11. Damage

- (a) The Contractor is responsible for repairing any damage, and making good on legitimate claims of the public as a result of the Contractor's operations or actions.
- (b) The Contractor shall conduct operations such that existing plant material and structures are not damaged by the Contractor's activities.
- (c) In the case of plant material, compensation shall include the replacement of and cost to maintain the plant material until it is considered established, (typically two years).
- (d) Lawnmower and power string trimmer damage to trees constitutes sufficient grounds for replacement and maintenance of plant material.

3.12. Site Conduct

All Contractor's personnel or sub-contractors, while working in and around the RDN's Work sites, shall act in a professional manner. The Contractor is to enforce proper discipline and decorum among all Contractors' personnel or sub-contractors on the Work site(s). If the RDN determines, in its sole discretion, that any worker needs to be removed due to his or her conduct, the Contractor will remove such personnel or sub-contractor from the work site(s) immediately.

3.13. Inspection of Work Performed

All workmanship will be subject to periodic inspection(s) by the RDN, and the RDN shall be the sole judge of the Work in respect to quality and quantity, and decisions of the RDN, with regards to work, or any part or parts thereof, shall be final and binding upon the Contractor.

3.14. Vandalism and Theft

Damage or theft to plant materials, landscaped areas or any amenities on RDN property is to be reported as soon as possible to the RDN.

3.15. Invasive and Noxious Plant Species

Invasive and Noxious Plant Species must be removed from all work site locations, unless otherwise directed by the RDN.

APPENDIX A – PROPONENT INFORMATION AND AGREEMENT FORM

(To be completed and returned with proposal)

PROponent INFORMATION

Legal Business Name: _____

Address: _____

Contact Person: _____

Contact Information: Telephone - _____ Cell Phone - _____

Email - _____ Website - _____

PROponent AGREEMENT

The enclosed proposal is submitted in response to the above-referenced Request for Proposals, including any addenda. Through submission of this proposal we agree to all of the terms and conditions of the Request for Proposals and agree that any inconsistent provisions in our proposal will be as if not written and do not exist. We have carefully read and examined the Request for Proposals, including Part "A" and Part "B", and have conducted such other investigations as were prudent and reasonable in preparing the proposal. We agree to be bound by statements and representations made in our proposal.

Signature of Authorized Representative: _____

Printed Name of Authorized Representative: _____

Title of Authorized Representative: _____

Date: _____

To acknowledge receipt of each addendum, each addendum number issued should be noted below with a signature of an authorized representative of the organization, as being received.

Addendum No. 1 Signature _____ Date _____

Addendum No. 2 Signature _____ Date _____

Addendum No. 3 Signature _____ Date _____

APPENDIX B - REFERENCES

Reference 1	
Name of Organization	
Address of Organization	
Contact Person	
Contact Person's Title	
Contact Person's Tel and Email	
Contract Start and End Dates	
Description of similar contract:	
Reference 2	
Name of Organization	
Address of Organization	
Contact Person	
Contact Person's Title	
Contact Person's Tel and Email	
Contract Start and End Dates	
Description of similar contract:	
Reference 3	
Name of Organization	
Address of Organization	
Contact Person	
Contact Person's Title	
Contact Person's Tel and Email	
Contract Start and End Dates	
Description of similar contract:	

APPENDIX C – Key Personnel

Key Person #1	
Name:	
# years of relevant experience	
Certifications held, (Attach copies of each)	
Title / Role:	
Contact : Tel and Email	
Primary Contact y/n	
Specialized Training:	
Key Person #2	
Name:	
# years of relevant experience	
Certifications held, (Attach copies of each)	
Title / Role:	
Contact : Tel and Email	
Primary Contact y/n	
Specialized Training:	
Key Person #3	
Name:	
# years of relevant experience	
Certifications held, (Attach copies of each)	
Title / Role:	
Contact : Tel and Email	
Primary Contact y/n	
Specialized Training:	
Key Person #4	
Name:	
# years of relevant experience	
Certifications held, (Attach copies of each)	
Title / Role:	
Contact : Tel and Email	
Primary contact y/n	

Appendix “D” Pricing

Rollo McClay Community Park – 1100 McClay Way, Gabriola Island

2018 Price - Excluding GST	2019 Price - Excluding GST	2020 Price - Excluding GST
\$	\$	\$

Whalebone Community Parks

- Bluewhale - 1574 Whalebone Drive
- Hummingbird - 1612 Whalebone Drive
- Queequeg 1656 Whalebone Drive
- Blue Heron 1748 Whalebone Drive

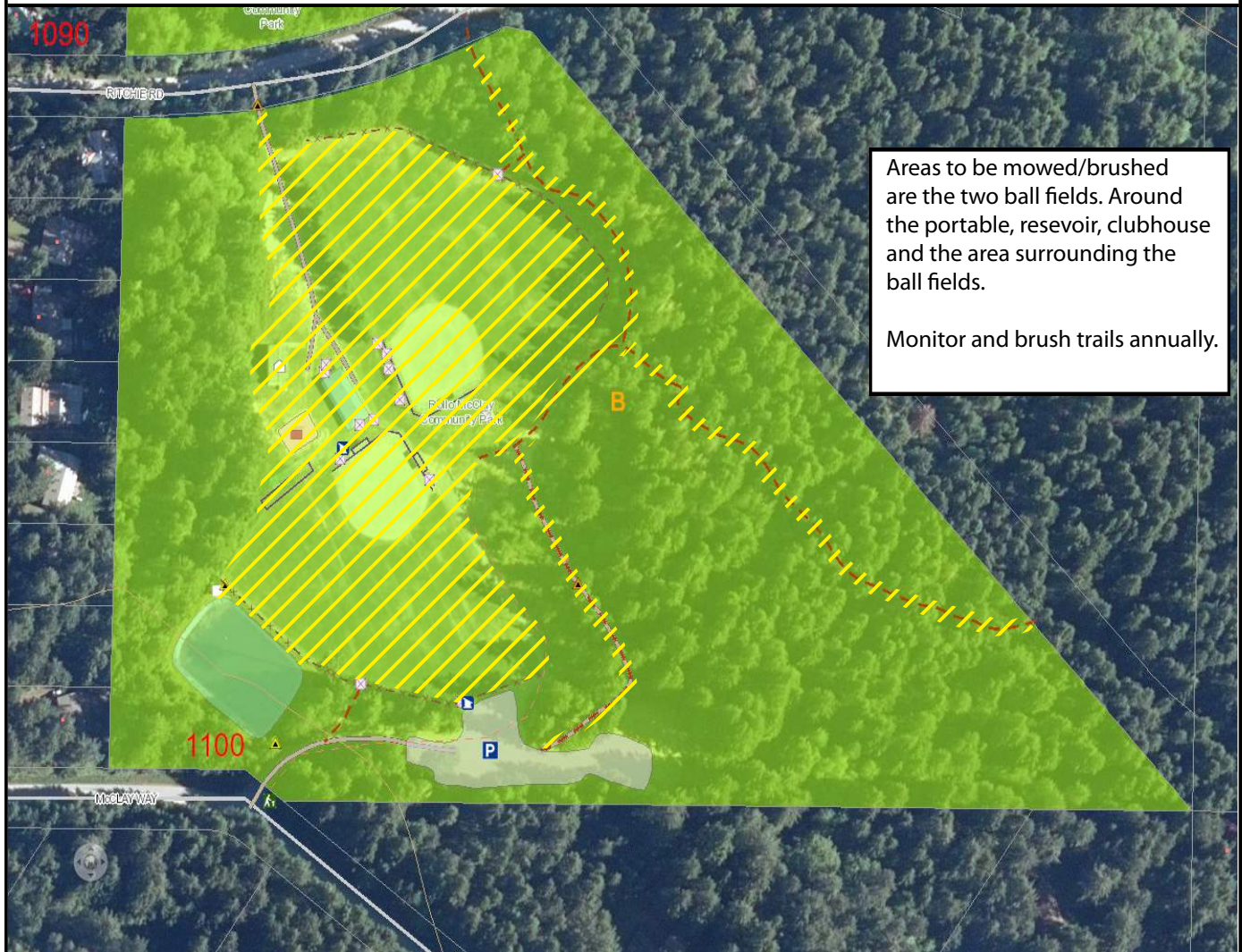
2018 Price - Excluding GST	2019 Price - Excluding GST	2020 Price - Excluding GST
\$	\$	\$

Total cumulative amount of agreement for 3 year term excluding GST is:

Dollar amount written: \$ _____

Dollar amount numerical: \$ _____

Rollo McClay Community Park 1100 McClay Way. Electoral Area B (Gabriola)

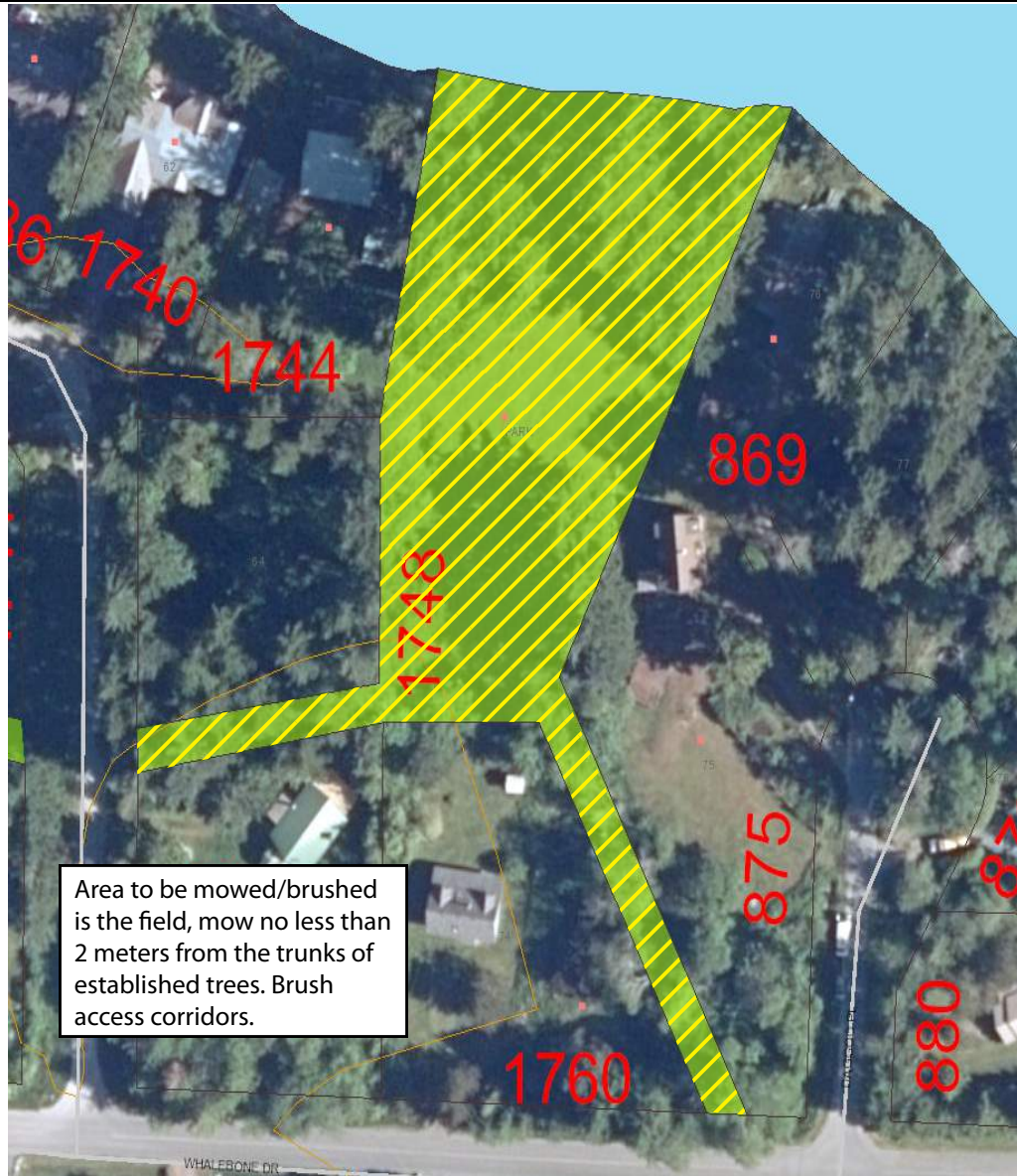


Work Site



Area: 1.78 hectares

Blue Heron Community Park 1748 Whalebone Dr. Electoral Area B (Gabriola)



Area to be mowed/brushed is the field, mow no less than 2 meters from the trunks of established trees. Brush access corridors.

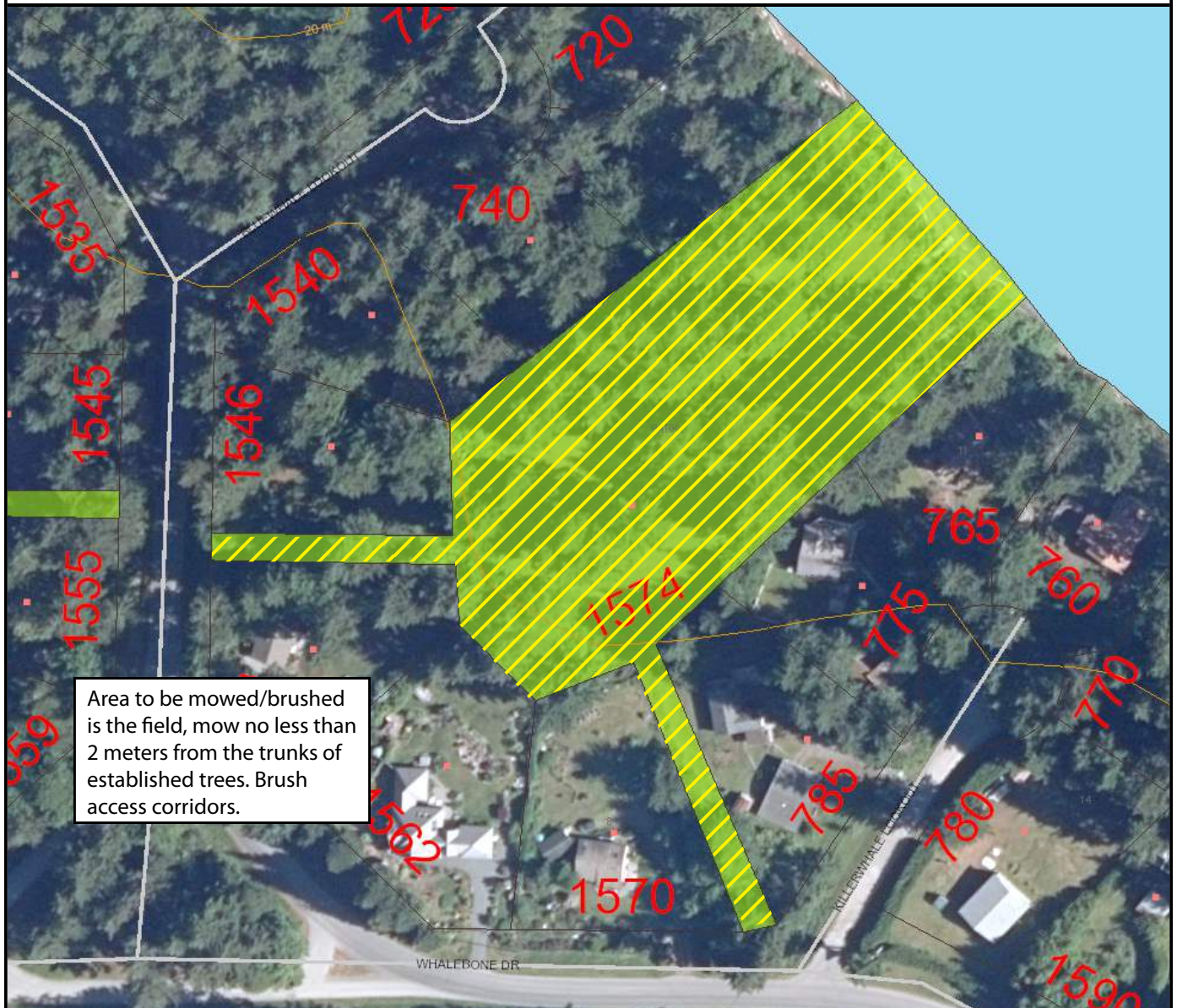


Work Site



Area: 0.52 hectares

Bluewhale Community Park 1574 Whalebone Dr. Electoral Area B (Gabriola)



Area to be mowed/brushed is the field, mow no less than 2 meters from the trunks of established trees. Brush access corridors.

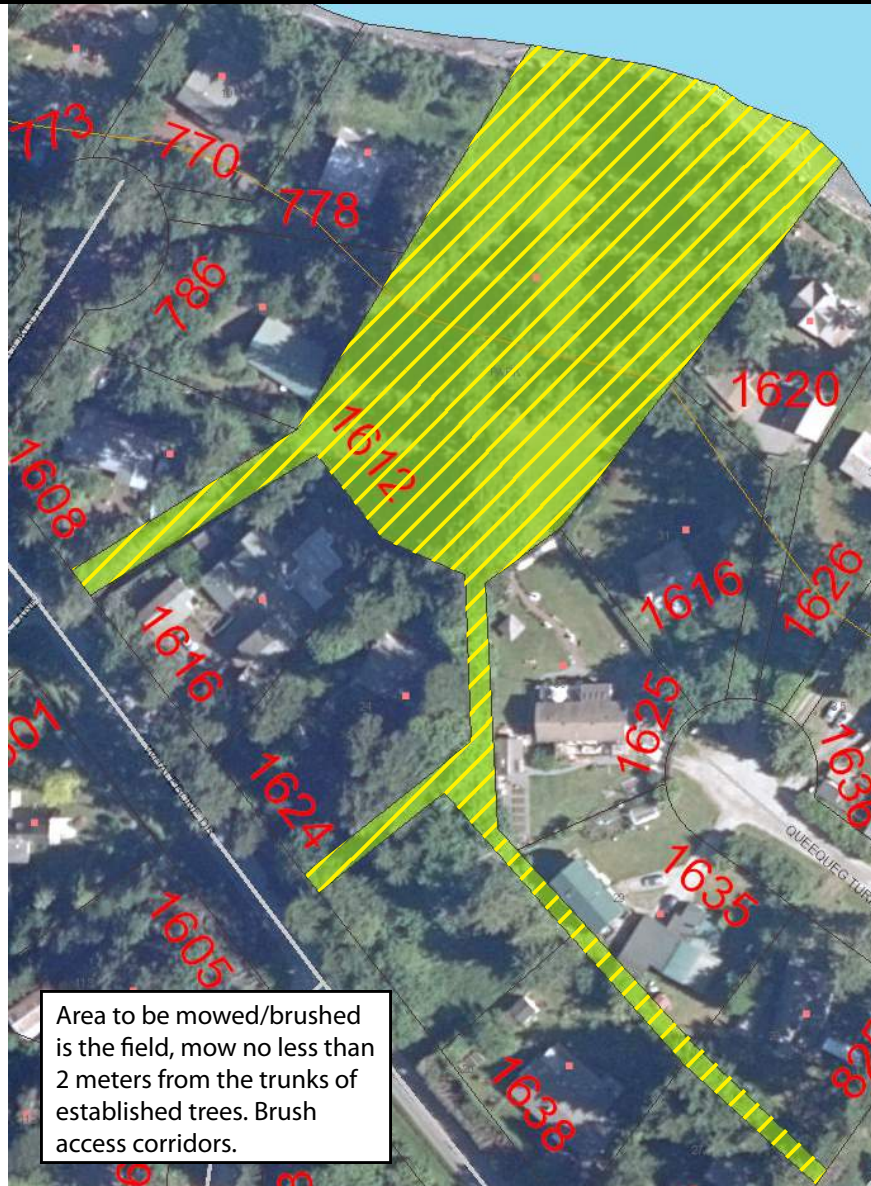


Work Site



Area: 0.9 hectares

Hummingbird Community Park 1612 Whalebone Dr. Electoral Area B (Gabriola)

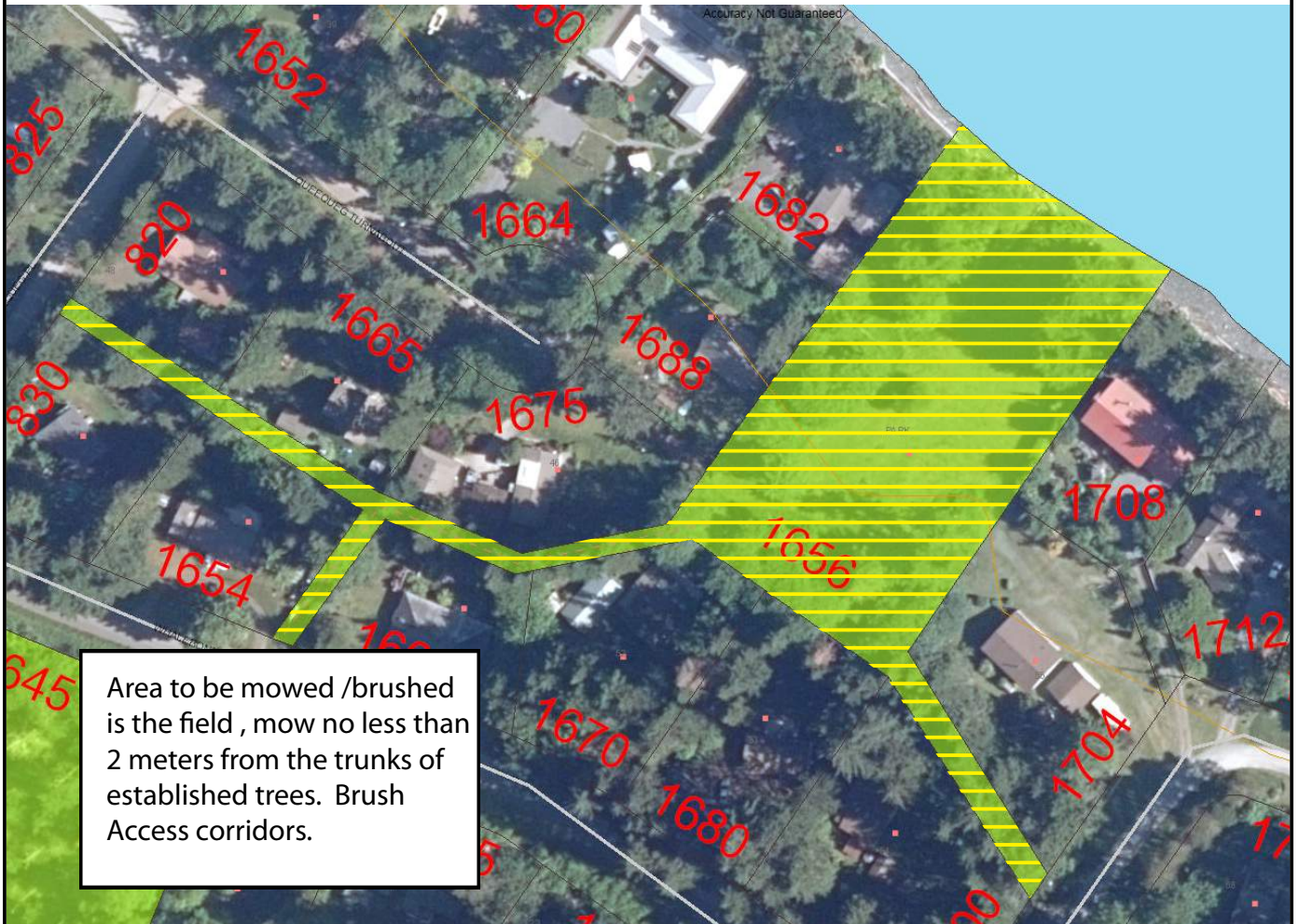


Work Site



Area: 0.8 hectares

Queequeg Community Park 1656 Whalebone Dr. Electoral Area B (Gabriola)



Work Site



Area: 0.72 hectares

Appendix "F"

REGIONAL DISTRICT OF NANAIMO CONTRACTOR SERVICES AGREEMENT

THIS AGREEMENT made the _____ day of _____, _____.

BETWEEN:

REGIONAL DISTRICT OF NANAIMO
6300 Hammond Bay Road
Nanaimo, BC
V9T 6N2

(hereinafter called the "Regional District")

AND:

(hereinafter called the "Contractor")

NOW THIS AGREEMENT WITNESSETH:

THAT in consideration of the terms, conditions and covenants hereinafter set forth, the Regional District and the Contractor covenant and agree each with the other as follows:

1. Services

The Regional District retains the Contractor to provide the Services described in Schedule "A" (the "Services") and the Contractor agrees to provide the Services in a diligent manner.

2. Term

The Contractor will provide the Services during the period (hereinafter called the "Term") commencing on April 1st, 2018 and ending on December 31st, 2020, unless sooner terminated as hereinafter provided.

3. Payment

The Regional District will pay to the Contractor as full payment for the Services; the amount set out in Schedule 'A' at the times and in the manner therein set out.

4. Independent Contractor

The Contractor will at all times be an independent contractor and not the servant, employee or agent of the Regional District.

5. Assignment and Sub-contracting

The Contractor will not, without the prior written consent of the Regional District, assign or subcontract this Agreement or any portion thereof.

6. Indemnity

The Contractor will indemnify and save harmless the Regional District from any and all losses, claims, damages, or expenses arising from or due to the negligence of the Contractor in performing the Services or the Contractor's breach of this Agreement.

7. Insurance

- a) Prior to the commencement of the Services the Contractor shall provide a certificate of general commercial liability insurance in the amount of \$5,000,000 which shall provide coverage for property damage and third party personal injury and death. The certificate shall name the Regional District as an additional insured. The certificate of insurance shall contain a clause requiring notification of the Regional District 30 days in advance in the event that the insurance policy is cancelled.
- b) Automobile Liability on all owned or leased vehicles in an amount not less than Two Million Dollars (\$2,000,000)

8. WCB Coverage

The Contractor will provide to the Regional District, prior to the commencement of the Term, evidence satisfactory to the Regional District that the Contractor has paid and satisfied any and all assessments payable under the *Workers Compensation Act* or any regulation thereunder with respect to the Services to be provided under this Agreement.

9. Termination

Notwithstanding any other provision of this Agreement:

- (a) If the Contractor fails to comply with any provision of this Agreement, then, and in addition to any other remedy or remedies available to the Regional District, the Regional District may, at its option, terminate this Agreement by giving written notice of termination to the Contractor.
- (b) Either Party may terminate this Agreement at any time upon giving the other Party seven (7) days notice of such termination.

If either such option is exercised by the Regional District, the Regional District will be under no further obligation to the Contractor except to pay the Contractor such amount as the Contractor may be entitled to receive, pursuant to Schedule 'B', for services properly performed and provided to the date notice is given to the Contractor less any amounts necessary to compensate the Regional District for damages or costs incurred by the Regional District arising from the Contractor's default.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as follows:

For the Contractor:

SAMPLE

SCHEDULE "A"

SCOPE OF WORK

The Contractor shall provide the Services as outlined in the documents below:

- a) the Contractor Services Agreement
- b) the letters of clarification, if any
- c) Addenda, if any
- d) The Proponents Proposal
- e) The RFP Document and Scope of Services
- f) Supplemental General Conditions
- g) Appendices to the RFP Document
- h) Attachments to the RFP Document

SAMPLE

SCHEDULE "B"

FEES & EXPENSES

Total compensation to be paid to the Contractor by the Regional District of Nanaimo shall not exceed a maximum of \$_____. This compensation includes all expenses and GST (where applicable). If the services are completed by the Contractor at less cost than \$_____, the Regional District shall be billed only for actual hours worked and actual expenses incurred.

Payment by the Regional District to the Contractor will be upon receipt of monthly written invoices from the Contractor for completed services. (Invoices shall contain a written statement of account showing the calculation of all fees and expenses claimed.)

SAMPLE