



REQUEST FOR PROPOSALS No. 19-005

Ravensong Aquatic Centre Landscaping

ISSUED: February 20, 2019

CLOSING DATE AND TIME:

Proposals are requested to be received at the Closing Location on or before:
3:00 PM (15:00 hrs) Pacific Time on March 15, 2019

Regional District of Nanaimo (RDN) Contact for Questions:
Mike Chestnut, Superintendent, Aquatic Services, 250-752-5014
Email: mchestnut@rdn.bc.ca

Questions should be received at least five (5) business days before the closing date.

Mandatory Site Meeting:

A mandatory site meeting is scheduled for 10:00 a.m., March 6, 2019 convening in the main lobby of the Ravensong Aquatic Centre located at 737 Jones Street, Qualicum Beach, BC. This is the opportunity to view the site, receive verbal instructions regarding the work, ask any questions and take any measurements. A sign in sheet will be provided. Only the companies attending the site visit will be able to quote.

Proposals will not be opened in public



Instructions to Proponents

Closing Date/Time/Location

Proposals are to be received on or before the closing time of 3:00 PM (15:00 hrs), Pacific Time, March 15, 2019.

Select one (1) of the Submission Methods below:

1. By Email: With "RFP 19-005 Ravensong Landscaping" as the subject line at this email address: mchestnut@rdn.bc.ca **Please note: Maximum email file size limit is 15MB, or less.**
2. By hand/courier delivery: One (1) copy of the Proposal should be enclosed and sealed in an envelope clearly marked: "RFP 19-005 Ravensong Landscaping" delivered to the:

Ravensong Aquatic Centre
737 Jones Street
Qualicum Beach, V9K 1S4
Attention: Mike Chestnut, Superintendent Aquatic Services

Proposals received by facsimile are not accepted.

Amendment to Proposals

Proposals may be amended in writing prior to the closing and sent via email at mchestnut@rdn.bc.ca. Such amendments should be signed by the authorized signatory of the Proponent.

Addenda

If the RDN determines that an amendment is required to this RFP, the RDN will post the Addendum on the RDN website at (www.rdn.bc.ca). Each addendum will be incorporated into and become part of the RFP. No amendment of any kind to the RFP is effective unless it is contained in a written addendum issued by the RDN. It is the sole responsibility of the Proponent to check and ensure any and all amendments are included prior to submitting their final Proposal submission.

Withdrawal of Proposals

The Proponent may withdraw their Proposal at any time prior to the closing by submitting a written withdrawal email to mchestnut@rdn.bc.ca

Unsuccessful Vendors

The District will offer debriefings to unsuccessful Proponents, on request, at a mutually agreeable time.



1. INTRODUCTION

The Ravensong Aquatic Centre located at 737 Jones Street, Qualicum Beach, BC is seeking proposals from qualified and experienced firms to provide commercial landscape maintenance services.

The term of the contract is for three (3) years effective April 1, 2019.

2. SCOPE OF SERVICES

General scope of work is, but is not limited to:

Irrigation – Hunter SRC Model

Repair
Seasonal settings
Start up and Blow down

Gardens/Beds

Weeding as required (depending on season may be twice a month minimum)
Plant care, remove dead or dying, replacements
Seasonal annual plantings to add colour/aesthetics
Weed Whacking as required on non-planted patches
Gravel Pathway upkeep
Shrub trimming and maintenance
Mulch maintenance
Leaf raking and disposal
Disposal of all detritus

No mowing or snow clearing required.

The successful contractor must supply all of the labour, equipment and vehicles necessary to perform the work in a turnkey manner.

3. DELIVERABLES AND OUTCOMES

The successful contractor must be able to perform the services with minimum supervision and to a high standard of care that is line with best practices for Municipal/Regional lands.

4. QUOTATION SUBMISSION AND EVALUATION

Technical Evaluation 60%

Please include with your submission:



- a) Brief company history outlining qualifications and experience, number of employees and resources.
- b) Three (3) references from current clients the RDN can contact (Company name, contact person, email address, telephone number).
- c) A seasonal work plan (Spring, Summer, Fall, and Winter) highlighting the work that will be performed.

Financial Evaluation 40%

- d) Three (3) year firm, all-inclusive, pricing for Year 1, Year 2 and Year 3 for professional services only.
- e) Plant and material costs would be in addition and purchased with prior approval from the RDN Superintendent of Aquatic Services. Please advise your mark up on a cost plus basis.

5. GENERAL CONDITIONS

5.1 No Contract

By submitting a Request for Proposal and participating in the process as outlined in this RFP, proponents expressly agree that no contract of any kind is formed until a fully executed contract is in place. The RDN may proceed to enter into negotiations with the highest evaluated proponent with the intent of developing an agreement. If the parties after having bargained in good faith are unable to conclude a formal agreement, the RDN may, at its discretion, contact the Proponent of the next best rated Proposal and attempt to conclude a formal agreement with it, and so on until a contract is concluded.

5.2 Privilege Clause

The lowest or any proposal may not necessarily be accepted.

5.3 Acceptance and Rejection of Submissions

This RFP does not commit the RDN, in any way to select a preferred Proponent, or to proceed to negotiate a contract, or to award any contract. The RDN reserves the right in its sole discretion cancel this RFP, up until award, for any reason whatsoever

The RDN may accept or waive a minor and inconsequential irregularity, or where applicable to do so, the RDN may, as a condition of acceptance of the Submission, request a Proponent to correct a minor or inconsequential irregularity with no change in the Submission.

5.4 Conflict of Interest

Proponents shall disclose in their Proposals any actual or potential Conflict of Interest and existing business relationships it may have with the RDN, its elected officials, appointed officials or employees.



5.5 Solicitation of Board Members and RDN Staff

Proponents and their agents will not contact any member of the RDN Board or RDN Staff with respect to this RFP, other than the RDN Contact named in this document.

5.6 No Claim for Compensation

Proponents are solely responsible for their own expenses in preparing and submitting a Proposal and for any meetings, negotiations, or discussions with the RDN. The RDN will not be liable to any Proponent for any claims, whether for costs, expense, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP. Proponents agree that by participating in the RFP process they have no claim for compensation.

5.7 Ownership of Proposals

All Proposals, including attachments and any documentation, submitted to and accepted by the RDN in response to this RFP become the property of the RDN.

5.8 Ownership of Proposals and Freedom of Information

All submissions become the property of the RDN and will be held in confidence by the RDN. The RDN is bound by the Freedom of Information and Protection of Privacy Act (British Columbia) and all documents submitted to the RDN will be subject to provisions of this legislation. The successful vendor and value of the award is routinely released.

5.9 Insurance

The successful proponent will, at its own expense, provide and maintain insurance as per the draft agreement.

5.10 WorkSafe BC

The successful proponent will be registered with WorkSafe BC and be in good standing with remittance up to date. Proprietors and/or partners in a partnership will be registered with WorkSafe BC and have Personal Optional Protection.



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 _____, _____ and ending on _____, _____, 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

Prior to the commencement of the Services the Contractor shall provide a certificate of general commercial liability insurance in the amount of \$2,000,000 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.

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.

Proprietors and partners in a partnership who operate an independent business without WorkSafe BC outlined above must be registered with WorkSafe BC and have Personal Optional Protection coverage.

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 thirty (30) 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 Regional District of Nanaimo:

Printed Name

Signature

For the Contractor:

Printed Name

Signature



SCHEDULE "A"

SCOPE OF WORK

The Contractor shall provide the Services as outlined below:

SCHEDULE "B"

FEES & EXPENSES

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.)