

North Cedar Improvement District

2100 Yellow Point Road, PO Box 210 Cedar, BC V9X 1W1
Phone (250) 722-3711 • Fax (250) 722-3252 • info@ncid.bc.ca

REQUEST FOR PROPOSAL

Revised and Simplified

Hydrant Vegetation Clearing

Issue Date: 21 JUNE 2017

Closing Date and Time:

12 JULY 2017 at 3:00 PM, Pacific Standard Time

Closing Location: NCID Office

Questions and Inquiries are to be sent only to the District CAO before the close of the business day on 5 JULY, 2017

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Part "A"**1. Introduction**

The North Cedar Improvement District (NCID) owns and maintains 163 fire Hydrants and stand pipes for the North Cedar Fire Department. During the course of a year these hydrants require maintenance to prevent them being overgrown by Vegetation. Many of these hydrants are regularly maintained by the residents adjacent to the hydrant and require little or no maintenance. The rest of them require weed whipping once or twice a year to keep the grass down. The NCID requires a contractor to maintain the vegetation around these hydrants to maintain easy access and operation of each hydrant. This maintenance would generally entail five (5) to ten (10) minutes of weed whipping, driving to each hydrant, and setting of appropriate safety signage at each hydrant while working.

The North Cedar Improvement District (NCID) invites Proposal submissions from qualified Contractors interested in bidding on the Hydrant Vegetation Clearing Services to be scheduled one, two, or three times a year, spring, summer, and fall. If awarded, the term of a Contract shall commence on July 17, 2017 and will expire on December 31, 2018 unless terminated, canceled or extended. Other contracted vegetation control may be added to this contract at the discretion of the NCID.

The North Cedar Improvement District 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 NCID.

- 2.1 "Contract" means the written agreement resulting from the Request for Proposal.
- 2.2 "Contractor" means the successful proponent to this RFP that has entered into an agreement with the NCID.
- 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 "NCID" means the North Cedar Improvement District
- 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 NCID would strongly prefer to be fulfilled, and which the NCID 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, 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 a NCID hydrant 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 Hydrant Vegetation Clearing" addressed to the North Cedar Improvement District, 2100 Yellow Point Road, PO Box 210, Cedar, BC, V9X 1W1 Attn: CAO.
- 3.2** Proposals must be received at the North Cedar Improvement District no later than **3:00 p.m., Pacific Standard Time, 12 JULY 2017.**
- 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 North Cedar Improvement District 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, name, email, and telephone number of primary contact person(s).
- 3.9** All submissions should include two copies of your Proposal, please do not provide a copy of the original Proposal or addenda with your response.
- 3.10** All submissions should include a digital copy of the complete Proposal in pdf format suitable for printing. If there is any inconsistency between the paper form of a Proposal and the digital copy, the paper form in the custody of the NCID prevails.
- 3.11** Submissions may be withdrawn before the deadline upon written notice (e-mails of notice will be accepted).
- 3.12** No Proponents may withdraw their proposal for a period of ninety (90) days after the actual date of closing.
- 3.13** After the closing time and date all proposals received by the North Cedar Improvement District become the property of the North Cedar Improvement District.
- 3.14** The North Cedar Improvement District 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 North Cedar Improvement District's web site located at www.ncid.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.**

4. RFP General Terms and Conditions

4.1 Confidentiality

All documents and other records in the custody of or under the control of the NCID are subject to the *Freedom of Information and Protection of Privacy Act* ("FOIPPA") and other applicable legislation. The NCID 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 NCID, deemed or perceived to be a conflict of interest in connection with this RFP or the activities or mandate of the NCID.

4.3 Solicitation

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

4.4 Cancellation

The NCID 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 NCID, if any. Without limiting any other terms of this RFP, if the NCID elects to reject all proposals, the NCID 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 Hydrant 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 NCID.

The Proponent will be deemed to have inspected and examined the hydrant work sites and surroundings and to have satisfied itself before submitting a Proposal as to the nature of the required Services 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 NCID, 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 NCID. Upon submitting a Proposal, Proponents will be deemed to have received notice of all addenda posted on the NCID web site.

4.8 Liability for Errors

While the Improvement 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 Improvement 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.

4.9 Sub-Contracting or Assigning

The preferred Proponent shall not, without the express written consent of the NCID, assign their Proposal, or any portion of their Proposal or any Contract arising from such Proposal, to another individual or company.

5. Evaluation Process

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

- (a) accept any Proposal which the NCID 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 NCID 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.

The NCID reserves the right to rely upon its records, references and recollection in this regard. The NCID may also obtain references other than those provided by the Proponent and may use these references in determining the best value.

The NCID 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, alteration, additions or deletions from the terms of any Proposal received.

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

6. 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 contract 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.

References

50 Points

(Appendix B) Provide contact names and telephone numbers of three clients that you have provided vegetation clearing services for. Any or all references provided by Proponent may be contacted by the NCID to confirm the information provided in the proposal and nature and quality of the services provided.

Proof of Insurance and WorkSafeBC Coverage

Required

The Proponent shall provide proof of the insurance stated in Part "B2" Supplemental Contract Requirements and General Terms and Conditions for Service, Section 2.2.

The Proponent shall provide proof of registration as an employer with WorkSafeBC. (WorkSafe BC Clearance Letter).

7.0 Pricing

50 Points

- Provide individual pricing to provide Hydrant Vegetation Control one, two, and three times during the year, approximately June, September, Late fall.
Provide individual price for one (1) worker per hour for additional vegetation control (weed whipping).
- Prices shall be expressed in Canadian Funds.
- Provide rates for additional Work that may be requested and authorized by the NCID.

8. Negotiation of Contract and Award

If the NCID selects a Preferred Proponent(s), then the NCID 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 NCID and the Preferred Proponent(s) will finalize a contract.

If at any time the NCID reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time then the NCID may terminate discussions, in which event the NCID 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 17 July, 2017.

The CAO will notify the successful Proponent that its Proposal has been selected.

Contract

A Contract is formed only when the NCID and the successful Proponent have fully executed a written Contract.

Enquiries

All inquiries regarding this Request for Proposal must be directed in writing to the CAO. All questions should be received before the close of the business day on 5 July, 2017.

Any verbal representations, promises, statements or advice made by employees, fire fighters, and Trustees of the NCID other than that offered through the CAO should not be relied upon.

North Cedar Improvement District**REQUEST FOR PROPOSAL – Hydrant Vegetation Clearing****Part "B"****1. Scope of Service/Service Level Standards - Objective**

To keep one hundred sixty three (163) fire hydrants clear of vegetation like tall grass for access by firefighting personnel and fire protections apparatus at a minimum of 1 meter circumference around the Hydrant and a 1.5 meter wide path to the shoulder of the road or walkway.

2. Supplemental Contract Requirements and General Terms and Conditions for Service**2.1 Work Safe**

- (a) 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.
- (b) The Contractor and any sub-contractors must be registered in good standing with WorkSafe BC, in which case WorkSafe BC coverage must be maintained for the duration of the Contract. The Contractor agrees and shall:
 - Provide at its own expense the necessary WorkSafe BC compensation coverage for all its employees and partners employed or engaged in the execution of the Service;
 - Remain current with all assessment reporting and payments due there under and shall comply in every respect with the requirements of the Workers' Compensation Act and Regulations; and
 - Be solely responsible for ensuring that all sub-contractors have proper Work Safe BC coverage.
- (c) The Contractor will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the Workers Compensation Act and Regulations pursuant thereto.
- (d) The Contractor understands and undertakes to comply with all the Workers' Compensation Board Occupational Health and Safety Regulations for hazardous materials and substances, and in particular with the "Workplace Hazardous Materials Information System (WHMIS)" Regulations.

2.2 Insurance Requirements

The Contractor shall provide and maintain throughout the Term the following insurance in a form acceptable to the Improvement District, with an insurer licensed in British Columbia:

- i. Commercial General Liability and Property Damage not less than Three Million (\$3,000,000.00).
- ii. Automobile Insurance (owned and non-owned) the minimum limit of third party liability shall be three Million (\$3,000,000.00).

In all policies of insurance required under the Contract (except automobile insurance on vehicles owned by the Provider), name the NCID as an additional insured and ensure that all such policies contain a provision that the insurance shall apply as though a separate policy had been issued to each named insured. All such policies shall provide that no cancellation or lapse of or material alteration in the policy shall become effective until thirty (30) days after written notice of such cancellation, lapse or alteration has been given to the NCID.

Ensure that any deductible amounts in the foregoing insurance which are payable by the policy holder shall be in an amount acceptable to the NCID.

Provide to the NCID at the commencement of the Term, and at any time during the Term upon request, a certificate or certificates of insurance as evidence that the insurance required under the Contract is in force. Maintenance of such insurance and the performance by the Provider of its obligation under this clause shall not relieve the Provider of liability under the indemnity provisions under the Contract.

2.3 Term

The term of the Contract is for July 17, 2017 to December 31, 2018 with dates to be confirmed following completion of the RFP process, and subject to earlier termination as provided in the Contract.

2.4 Environmental Protection

All work shall be conducted in accordance with all applicable legislation. The Contractor shall take adequate precautions and actions to prevent pollution of the air, watercourses, groundwater and lands from the works conducted under this RFP.

2.5 Documentation and Reporting

The Contractor will provide a report to NCID after all hydrants have had vegetation clearing each time as scheduled and submit a prorated invoice for work completed.. The report must contain the number of (1) hydrants not needing clearing, (2) hydrants needing clearing and (3) hydrants that had major clearing.

2.6 Collection and Disposal of Refuse

The Contractor is solely responsible for collection and disposal of all refuse, debris or litter. All materials must be properly disposed of at the Contractor's expense.

2.7 Defective Work

The NCID will measure the Contractor's Work by the appearance of the hydrants covered by this RFP. If the Contractor fails to provide vegetation clearing in accordance with the aforementioned, to the satisfaction of the NCID, 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 NCID, or the NCID may complete these Work with the costs associated charged back to the Contractor.

2.8 Site Conduct

All Contractor's personnel or sub-contractors, while working in and around district works shall act in a professional manner. The Contractor is to enforce proper discipline and decorum among all Contractors' personnel or sub-contractors working on hydrant vegetation clearing. If the NCID 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 immediately.

The Contractor shall abide by all Federal, Provincial, Regional and Improvement District laws, bylaws and requirements while carrying out NCID work.

2.9 Inspection of Work Performed

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

2.10 Vandalism

Vandalism to NCID property is to be reported as soon as possible to the NCID.

2.11 Termination

The NCID reserves the right, at its sole discretion, to terminate the Agreement, in whole or in part, if the Contractor receives three (3) written letters during the Agreement Term for any one or more of the following reasons:

- (a) Failure to deliver the promised Services at the required time; or
- (b) Failure to notify the NCID of changes in qualified Key personnel; or
- (c) Failure to provide the required reports and documentation as identified in Section 2.5; or
- (d) Failure to meet the NCID's standard of expected and agreed level of service and performance; or
- (e) Unsafe acts while providing hydrant vegetation clearing that could pose a threat to the safety of the public; or
- (f) Default or arrears standing at WorkSafe BC; or
- (g) Expired insurance (CGL or Auto)

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 Proposal, including any addenda. Through submission of this proposal we agree to all of the terms and conditions of the Request for Proposal 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 Proposal, 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

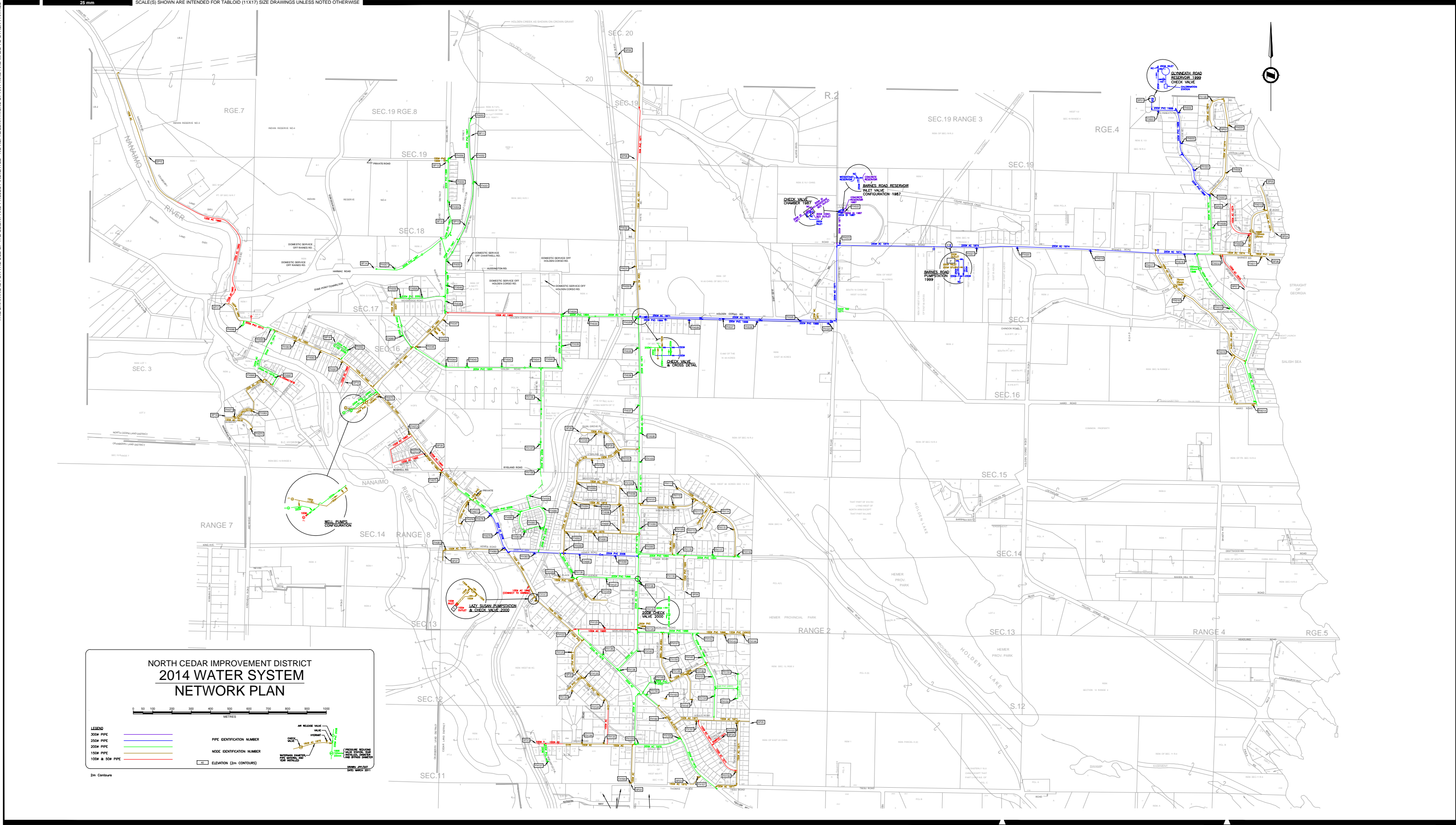
Reference 1	
Name of Organization	
Address of Organization	
Contact Person	
Contract Person's Title	
Contact Person's Phone & Email	
Contract Start and End Dates	
Description of similar contract:	
Reference 2	
Name of Organization	
Address of Organization	
Contact Person	
Contract Person's Title	
Contact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

NOTE

Provide your proposal and pricing on a separate sheet following this page.

THIS DRAWING IS FOR THE USE OF THE CLIENT AND PROJECT INDICATED - NO REPRESENTATIONS OF ANY KIND ARE MADE TO OTHER PARTIES

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DATE: 2017-04-04
BRETT WEBSTER



AE PROJECT No.	2012-2148-00
SCALE	NTS
APPROVED	OTD
DATE	2017-04-07
REV	A
DESCRIPTION	ISSUED FOR REPORT

FIGURE 1-0
NORTH CEDAR IMPROVEMENT DISTRICT
WATER SYSTEM MASTER PLAN
HYDRANT SYSTEM PLAN