

Request for Proposals: Landscape Maintenance Services – Pemberton and District Community Centre, Meadows Field and Gates Lake Park



SQUAMISH - LILLOOET
REGIONAL DISTRICT

Issue date:	October 10, 2017
Closing time:	November 17, 2017 4:00 pm
Closing location:	Pemberton & District Community Centre
Contact:	Angela Barth

Squamish-Lillooet Regional District Request for Proposals

**Landscape Maintenance Services – Pemberton and District Community Centre,
Meadows Field, and Gates Lake Park**

Issue date: Tuesday, October 10, 2017

Closing Time: 4:00 PM, Friday, November 17, 2017

REGIONAL DISTRICT CONTACT PERSON: All enquiries related to this Request for Proposals (“RFP”), including any requests for information and clarification, are to be directed, in writing, to the following person who will respond if time permits. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses will be recorded and may be distributed to all Proponents at the Regional District’s option.

Angela Barth, Recreation Services Manager
Squamish-Lillooet Regional District
Box 219, Pemberton, BC V0N 2L0
Fax: 604-894-2320
E-mail: abarth@slrd.bc.ca

DELIVERY OF PROPOSALS:

Proposals may be sent by courier, mail, or e-mail. Proposals are to be submitted to the Closing Location as follows:

Squamish-Lillooet Regional District
1350 Aster Street,
Pemberton, B.C. V0N 2L0
Attention: Angela Barth, Recreation Services Manager
(the “Closing Location”)
E-mail: PDF files abarth@slrd.bc.ca

It is strongly recommended that Proponents verify receipt of their Proposal prior to the Closing Time.

PROPONENTS’ MEETING: No meeting will be held.

PROPOSER SECTION:

For hard-copy Proposals, a person authorized to sign on behalf of the Proponent **must** complete and sign the Proponent Section (below), leaving the rest of this page otherwise unaltered, submitted as part of the Proposal. The originally signed copy of this page must be mailed or otherwise delivered to the Closing Location, but may be received after the Closing Time, provided a copy has been received by the Regional District via email or fax by the Closing Time.

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 the Definitions and Administrative Requirements Section, 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.

<i>Signature of Authorized Representative:</i>	Legal Name of Proponent (and Doing Business As Name, if applicable):
<i>Printed Name of Authorized Representative:</i>	<i>Address of Proponent:</i>
<i>Title:</i>	
<i>Date:</i>	<i>Authorized Representative phone, fax or email address (if available):</i>

1 DEFINITIONS AND ADMINISTRATIVE REQUIREMENTS

1. Definitions

Throughout this Request for Proposals, the following definitions apply:

- “Contract” means the written agreement resulting from this Request for Proposals executed by the Regional District and the Contractor;
- “Contractor” means the successful Proponent to this Request for Proposals who enters into a written Contract with the Regional District;
- “must”, or “mandatory” means a requirement that must be met in order for a Proposal to receive consideration;
- “Proponent” means an individual or a company that submits, or intends to submit, a Proposal in response to this Request for Proposals;
- “Proposal” means the document submitted by the Proponent;
- “Regional District” or “SLRD” means the Squamish-Lillooet Regional District;
- “Request for Proposals” or “RFP” means the process described in this document; and
- “should” or “desirable” means a requirement having a significant degree of importance to the objectives of the Request for Proposals.

2. Terms and Conditions

The following terms and conditions will apply to this Request for Proposals. Submission of a Proposal in response to this Request for Proposals indicates acceptance of all the terms that follow and that are included in any addenda issued by the Regional District. Provisions in Proposals that contradict any of the terms of this Request for Proposals will be as if not written and do not exist.

3. Additional Information Regarding the Request for Proposals

Proponents are advised to fill out and return the attached Receipt Confirmation Form attached to this RFP as Appendix 1. This form may be delivered by fax or email and will facilitate the further receipt by the Proponent of Addenda to the RFP, if any.

4. Late Proposals

Proposals will be marked with their receipt time at the closing location. Only complete Proposals received and marked before closing time will be considered to have been received on time. Late Proposals may not be accepted and may be returned to the Proponent. In the event of a dispute, the Proposal receipt time as recorded at the closing location shall prevail whether accurate or not. Proponents are strongly advised to verify receipt of their Proposal by the SLRD prior to the Closing Time.

5. Eligibility

- Proposals may not be evaluated if the Proponent's current or past corporate or other interests may, in the Regional District's opinion, give rise to a conflict of interest in connection with the project described in this Request for Proposals. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the Regional District Contact Person listed on page 5 prior to submitting a Proposal.

- Proposals from not-for-profit agencies will be evaluated against the same criteria as those received from any other Proponents.

6. Evaluation

Evaluation of Proposals will be by the staff of the Regional District but may include contractors or consultants of the Regional District. All personnel will be bound by the same standards of confidentiality. The Regional District's intent is to enter into a Contract with the Proponent who has the highest overall ranking.

7. Negotiation Delay

If a written Contract cannot be negotiated within fourteen days of notification of the successful Proponent, the Regional District may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent and either negotiate a Contract with the next qualified Proponent or choose to reissue the RFP or terminate the Request for Proposals process and not enter into a Contract with any of the Proponents.

8. Debriefing

At the conclusion of the Request for Proposals process, all Proponents will be notified. Unsuccessful Proponents may request a debriefing with the Regional District, which may, at the SLRD's option, be conducted via telephone or email.

9. Alternative Solutions

If alternative solutions are offered, the Proponent should consult with the Regional District Contact Person on page 2 prior to submitting the Proposal.

10. Changes to Proposals

By submission of a clear and detailed written notice, the Proponent may amend or withdraw its Proposal prior to the closing date and time. Upon closing time, all Proposals become irrevocable. The Proponent will not change the wording of its Proposal after closing and no words or comments will be added to the Proposal unless requested by the Regional District for purposes of clarification.

11. Proponents' Expenses

Proponents are solely responsible for their own expenses in preparing a Proposal and for subsequent negotiations with the Regional District, if any. Regardless of whether or not the Regional District elects to reject all Proposals, the Regional District 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 cause of action whatsoever.

12. Limitation of Damages

Further to the preceding paragraph, the Proponent, by submitting a Proposal, agrees that it has no cause of action, for any reason whatsoever, relating to the Contract or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its Proposal and the Proponent, by submitting a Proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

13. Proposal Validity

Proposals will be open for acceptance for at least 90 days after the Closing Time. The accuracy and completeness of Proposals shall be the sole responsibility of each Proponent and any errors or omissions shall be corrected at the Proponent's expense.

14. Firm Pricing

Prices will be firm for the entire Contract period unless this Request for Proposals specifically states otherwise.

15. Currency and Taxes

Prices quoted are to be:

- in Canadian dollars;
- inclusive of all fees;
- exclusive of disbursements, for which a detailed estimate shall be provided by the Proponent; and
- inclusive of all applicable taxes, broken out.

16. Completeness of Proposal

By submission of a Proposal the Proponent warrants that, if this Request for Proposals is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the Proposal or will be provided by the Consultant at no charge.

17. Subcontracting

- Using a subcontractor (who should be clearly identified in the Proposal) may be acceptable. This includes a joint submission by two Proponents having no formal corporate links. However, in this case, one of these Proponents must be prepared to take overall responsibility for successful performance of the Contract and this should be clearly defined in the Proposal.
- Subcontracting to any firm or individual whose current or past corporate or other interests may, in the Regional District's opinion, give rise to a conflict of interest in connection with the project or program described in this Request for Proposals may not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this Request for Proposals. If a Proponent is in doubt as to whether a proposed subcontractor gives rise to a conflict of interest, the Proponent should consult with the Government Contact Person listed on page 5 prior to submitting a Proposal.
- Where applicable, the names of approved subcontractors listed in the Proposal will be included in the Contract. No additional subcontractors will be added nor other changes made to this list in the Contract without the written consent of the Regional District.

18. Acceptance of Proposals

- This Request for Proposals should not be construed as an agreement to purchase goods or services. The Regional District is not bound to enter into a Contract with the Proponent who submits the lowest priced Proposal or with any Proponent. Proposals will be assessed in light of the evaluation criteria. The Regional District will be under no obligation to receive further information, whether written or oral, from any Proponent.
- 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, regional district or municipal statute, regulation or by-law.

19. Definition of Contract

Notice in writing to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a

written Contract will constitute a 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 occurrence of both such events.

20. Contract

By submission of a Proposal, the Proponent agrees that should its Proposal be successful the Proponent will enter into a Contract with the Regional District in substantially the terms set out in Appendix 6.

21. Liability for Errors

While the Regional District has used considerable efforts to ensure information in this Request for Proposals is accurate, the information contained in this Request for Proposals 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 Request for Proposals is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this Request for Proposals.

22. Modification of Terms

The Regional District reserves the right to modify the terms of this Request for Proposals at any time in its sole discretion. This includes the right to cancel this Request for Proposals at any time prior to entering into a Contract with the successful Proponent.

23. Ownership of Proposals

All Proposals submitted to the Regional District become the property of the Regional District. They will be received and held in confidence by the Regional District, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and this Request for Proposals.

24. Use of Request for Proposals

Any portion of this document, or any information supplied by the Regional District in relation to this Request for Proposals may not be used or disclosed, for any purpose other than for the submission of Proposals. Without limiting the generality of the foregoing by submission of a Proposal, **the Proponent agrees to hold in confidence all information supplied by the Regional District in relation to this Request for Proposals.**

25. Reciprocity

The Regional District may consider and evaluate any Proposals from other jurisdictions on the same basis that the government purchasing authorities in those jurisdictions would treat a similar Proposal from a British Columbia supplier.

26. No Lobbying

Proponents must not attempt to communicate directly or indirectly with any employee, contractor or representative of the Regional District, including the members of the evaluation team and any elected officials of the Regional District, or with members of the public or the media, about the project described in this Request for Proposals or otherwise in respect of the Request for Proposals, other than as expressly directed or permitted by the Regional District herein or otherwise.

27. 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 Regional District with personal information of employees or subcontractors who have been included as resources in response to this RFP, Proponents will ensure that they have obtained written consent from each of those persons before forwarding such personal information to the Regional District. Such written consents are to

specify that the personal information may be forwarded to the Regional District for the purposes of responding to this RFP and use by the Regional District for the purposes set out in the RFP. The Regional District 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 Regional District.

2 INVITATION AND INSTRUCTIONS

The Squamish-Lillooet Regional District (SLRD) is requesting proposals from qualified individuals or companies for landscape services from qualified professionals possessing appropriate experience consistent with the services required to complete seasonal landscape maintenance for a number of properties managed by the Recreation Service.

2.1 REQUEST FOR PROPOSAL (RFP) DOCUMENT

The RFP document package is available in Portable Document Format (PDF) from the SLRD website at www.slrd.bc.ca or, at www.bcbid.gov.bc.ca by browsing for opportunities by organizations and selecting Squamish–Lillooet Regional District.

2.2 QUESTIONS

Questions regarding this RFP are to be directed to:

Angela Barth, Recreation Services Manager - Squamish-Lillooet Regional District
PO Box 104, 1350 Aster Street
Pemberton, BC, V0N 2L0
abarth@slrd.bc.ca
Phone: 604-894-2340

2.3 ACKNOWLEDGMENT LETTER

Upon receiving the RFP documents, Proponents should sign one copy of the Acknowledgement Letter, attached as Appendix “1”, and scan and email or fax (604-894-2320) the signed letter to the attention of Angela Barth. Failure to sign and return a copy of the Acknowledgement Letter may result in a Proponent failing to receive amendments or addenda regarding this RFP.

2.4 OPENING AND CLOSING DATES

Proposals may be submitted from the date this RFP is posted until the closing date. Proposals must be received as set out by **4:00 PM Friday, November 17, 2017**. Proposals received after the closing date and time will not be accepted.

3 INTRODUCTION

The SLRD Recreation Services manages three properties utilized by the community for a number of recreation purposes including:

- Pemberton and District Community Centre (7390 Cottonwood Street);
- Meadows Fields (Lot A, District Lot 164, Pemberton Meadows Road); and
- Gates Lake Park (9184 Portage Road).

The term for services would be for a one (1) year period. The SLRD has, in its sole discretion, the option to renew for one (1) additional two (2) year term as per contract terms.

By submitting a Proposal to the SLRD, the Proponents are deemed to have:

- Investigated and satisfied themselves of every condition affecting the work; and
- Based their investigation on their own examination, knowledge, information, and judgement, and not upon any statement, representation, or information made or given by or on behalf of the SLRD.

4 SCOPE OF WORK / DESCRIPTION OF PROJECT ACTIVITIES

The scope of work is for general landscape maintenance for the specified Squamish-Lillooet Regional District (SLRD) locations (Pemberton and District Community Centre, Meadows Field, and Gates Lake Park).

This includes but is not limited to maintenance of grass turf, groundcovers, annuals, perennials, shrubs and trees. This maintenance shall include but not be limited to application of fertilizers, herbicides, and pesticides, watering, pruning, weeding, deadheading, replacement planting, loose trash removal, leaf removal, tree removal, fall clean-up, with spring clean-up commencing in 2018.

Note: Use of fertilizer, herbicide and pesticide must comply with the regulations set by both federal and provincial governments regarding the permissible use and limits.

The SLRD shall determine the schedule for work performed by order of preference for each specified location.

4.1 Pemberton and District Community Centre

Eight (8) month maintenance for the Pemberton and District Community Centre consisting of:

- a) Mowing – all turf shall be mowed, on average, every 7-10 days during the growing season to a height of 3 to 3.5 inches. During periods of excessive rain or drought, the mowing frequency may be adjusted as to avoid turf damage. Mowing direction shall be alternated to provide a uniform look to the turf (where accessible).
- b) Trimming – trimming around trees, landscape beds and other obstacles in the turf shall be performed with each mowing. Trimming around sidewalks and curbs shall be performed as needed to maintain a sharp edge between the concrete areas and the turf. Any damage to plant materials or other items due to trimming shall be reported by the contractor to the SLRD within 2 days and repaired/replaced by the contractor, at the contractor's own expense within 10 days.

- c) Clean-Up – removal of all trash prior to mowing each time. Removal of grass clippings from all hard surfaces prior to contractor’s departure each time. Removal of all trash, debris and clippings from the property prior to the contractor’s departure each time.
- d) Plant and Bed Care – landscaped beds shall be edged in spring. Removal of excess soil/turf from the premises and not allowed back into the landscaped bed.
- e) Weeding – weeding in bed areas around trees, buildings etc. shall be performed at least once a week or more frequently as needed to maintain a neat appearance. Physical weeding shall be the preferred method of unwanted plants in beds (care taken to remove the root of these plants). Weeds in seams and cracks of sidewalks and curbs shall be removed as needed. Chemical control only as needed and with products in compliance with federal and provincial regulations.
- f) Replacement Plant Materials – The contractor shall report any plant materials not exhibiting normal growth and vigor to the SLRD. If the contractor determines that the material is beyond reviving, it will provide a report to the SLRD recommending replacement. This report shall: (a) identify the location, size and type of plant, (b) identify the reason for decline (c) cost of replacement. No replacement planting is to be done without written consent of the SLRD.
- g) Pruning – all trees shall be pruned to their intended growth form and remove dead, broken, and/or crossing over branches. Shrubs are to be kept pruned to their intended form. Hedges shall be trimmed frequently to keep pace with growth rate of the plantings. All winter damage is to be removed from the trees and shrubs in spring as weather permits. Early to mid-summer flowering plants shall be pruned during their dormant season. Early flowering trees and shrubs shall be pruned immediately after flowering to encourage next year flower bud development. Annuals shall have dead flowers removed whenever necessary to enhance the appearance of the bed.
- h) Leaf Removal – leaves shall be removed from the turf as required.
- i) Spring / Fall Clean-up – dates will be at the discretion of the SLRD with one site visit in the spring and one in late fall. The site visits shall entail the removal and disposal of all debris that has accumulated in the bed areas. This debris shall include but not be limited to: leaves, paper, trash, dead plant debris, gravel etc. All collected debris is to be removed from the site at no additional charge to the SLRD and disposed of by an environmentally sound practice. Spring clean-up to include fertilizing of turf, perennials and shrubs; aeration of turf; clean-up of walkways and entrance areas of debris.

4.2 Pemberton Meadows Field

Eight (8) month maintenance for the Pemberton Meadows Field consisting of:

- a) Mowing – all turf shall be mowed, on average, two times per week during the growing season to a height of 3 to 3.5 inches. During periods of excessive rain or drought, the mowing frequency may be allowed to change as to avoid turf damage. Mowing direction shall be alternated to provide a uniform look to the turf (where accessible).
- b) Trimming - trimming around bleachers, trees, fence lines, underground goal post supports, and obstacles in the turf shall be performed with each mowing. Any damage to any items due to trimming shall be reported by the contractor to the SLRD within 2 days and repaired/replaced by the contractor, at the contractor's own expense within 10 days
- c) Fertilizing – fertilizing shall be performed two times during the season.
- d) Spring / Fall Clean-Up – aeration to be completed once in April.

4.3 Gates Lake Park

Eight (8) month maintenance for Gates Lake Park consisting of:

- a) Mowing – all turf shall be mowed, on average, every 7-14 days during the growing season to a height of 3 to 3.5 inches. During periods of excessive rain or drought, the mowing frequency may be allowed to change as to avoid turf damage. Mowing direction shall be alternated to provide a uniform look to the turf (where accessible).

4.4 Project Activities

Potential Weekly Tasks All Locations:

- a) Inspect flowers, shrubs and trees for needed water, fertilizer and pest control.
- b) Inspect planting beds for weeding, trash removal and mulching. Provide weeding, trash removal and mulching as needed.
- c) Inspect trees for damage and needed pruning. Provide as needed.
- d) Replace any flowers or plants as needed upon consultation with SLRD.
- e) Inspect lawn areas for any bare spots. Reseed as necessary.
- f) Inspect sidewalks for weed control.

5. CONTRACTOR DELIVERABLES

The contractor will deliver the following:

- Commence maintenance starting spring 2018.
- Maintain the Meadows Field for the duration of the playing season (April – October/November) to a safe and reasonable level as outlined.
- Ensure the grounds of the Pemberton and District Community Centre are maintained during the months outlined within the scope of work ensuring quality care and aesthetics.
- Maintain the grassy area of Gates Lake Park as outlined in the scope of work.
- Check in weekly with the Facility Maintenance Coordinator to ensure all landscape needs are being met.

6. PROPOSAL REQUIREMENTS

6.1 Proposal Format

The following format, sequence, and instructions should be followed in order to provide consistency in proponent responses and ensure each proposal receives full consideration. All proposals must adhere to the requirements:

- a) Proposal must be received at the Closing Location before the specified Closing Time;
- b) Proposal must be in English;
- c) Proposal must include one unaltered, Request for Proposals cover page, including an executed copy of the proponent section from page 2; and
- d) All pages consecutively numbered.

6.2 Mandatory Criteria

Proposals must include the following:

- a) A description of the Proponent's company, including years in business, form of ownership, number of employees, services provided and core competencies;
- b) A description of the Proponent's experience, including a list of projects most relevant to this work;

- c) Identification of the key individual who would be responsible for assigning and supervising services as well as acting as the primary liaison with SLRD staff;
- d) A description of the services to be performed by the Proponent and the intended approach that will be used to fulfil the necessary requirements provided in this RFP;
- e) In a spreadsheet format, provide a detailed breakdown of costs for each specified location to carry out the scope of work. Proponents are asked to divide the price of spring, fall and seasonal maintenance into separate components. Proposals should be inclusive of all fees and disbursements;
- f) A description of any additional potential services the Proponent recommends, if any, over and above what has been outlined in the RFP, along with associated costs;
- g) A monthly payment schedule outlining the contract price which will consist of all fees and disbursements. Applicable taxes are added to the contract price;
- h) Any additional information that the Proponent wishes the SLRD to consider in the evaluation of its proposal;
- i) A list of three current or past clients, to whom the Proponent has supplied similar services, and who may be contacted as references, including contact name, email address and telephone number for each client;
- j) Confirmation of insurance requirements (Certificate of Insurance); and
- k) Confirmation of WorksafeBC coverage.

7. EVALUATION AND AWARD

All submissions shall become the property of the SLRD. The SLRD reserves the right to neither select any proposal nor to be bound to select the lowest priced proposal.

Proponent selection will be made based upon the following criteria, which will include but not be limited to:

- Completeness and thoroughness of proposal submitted in response to this RFP;

-
- Experience, including but not limited to the number and size of previous projects of a similar type, projects located in this region, and extent of experience in project management;
 - Work performance, including but not limited to past projects completed on schedule, managing projects within budgetary constraints, and quality of work product;
 - Capacity to perform, including but not limited to staffing level and experience of staff and adequacy of resources; and
 - Price and Cost Control – identification of cost control by providing a total budget, including basis for billing of services and disbursements. Provide total price including costs and disbursements. Evaluation emphasis is on the value of service for the total price.

7.1 CONTRACT AWARD

Depending on the Proposals submitted in response to this RFP, a contract will normally be negotiated and executed with the leading Proponent (the “front-runner”) selected in accordance with the Proposal Evaluation Criteria contained in this RFP. The lowest price or any Proposal will not necessarily be accepted.

The SLRD may negotiate the final scope of work with the selected Proponent and, if the parties are not successful, may attempt to negotiate an agreement with its next preferred Proponent. The SLRD reserves the right to reject all proposals and re-issue the RFP, or abandon it altogether.

7.2 CLARIFICATION

Notwithstanding that a presentation/interview process has not been indicated in the Proposal Evaluation Form, at the SLRD’s sole discretion, one or more Proponents may be asked to provide additional clarification respecting their Proposals, or to address areas where the SLRD clarifies its needs. If these clarifications do not meet the SLRD’s satisfaction, the SLRD may, in its sole discretion, decide to reject the Proposal(s).

7.3 SUITABILITY OF PROPONENT

The Proponent may be interviewed and/or the SLRD may conduct such independent reference checks or verifications as are deemed necessary by it, to clarify, test, or verify information contained in the Proposal and to confirm the suitability of the Proponent. If the Proponent is deemed unsuitable by the SLRD, or if the Proposal is found to contain errors, omissions or misrepresentations of a serious nature, the originally selected Proponent may be rejected and

another Proponent selected according to the evaluation format, or the SLRD may choose to terminate the RFP process and not enter into a contract with any of the Proponents.

The SLRD may interview key persons to determine if they would be adequate for the proper performance of the proposed contract.

7.4 NEGOTIATION WITH PROPONENT

Negotiations may be held with the front-runner Proponent including, but not limited to, matters such as:

- Price, insofar as a change in price is directly associated with a change in the Proposal as a result of negotiations;
- Contract details;
- Contract payment details; and
- Expectations of the parties applicable to the service requirements.

If a written agreement cannot be negotiated within fourteen workdays of notification to the front-runner, the SLRD may terminate negotiations with that Proponent and negotiate a contract agreement with another Proponent selected as the front-runner according to the evaluation procedure, or may choose to terminate the RFP process and not enter into an agreement with any of the Proponents.

The SLRD shall not be obligated in any manner to any Proponent whatsoever until a written agreement has been duly executed relating to an approved Proposal. The SLRD reserves the right to modify the project scope or Contractor deliverables as set out herein, or both, at any time during the negotiation phase without notification to other Proponents.

7.5 DISQUALIFICATION

If any Proposal contains a deficiency or fails in some way to comply with any requirement of the RFP, which in the opinion of the SLRD is not material, the SLRD may waive the defect and accept the Proposal. The determination of whether or not to disqualify or otherwise remove any Proposal from the evaluation process will be made at the sole discretion of the SLRD.

8. AUTHORIZED REPRESENTATIVES

The authorized representative for this RFP is the Recreation Services Manager. Proponents should address all correspondence to Authorized SLRD Representative Angela Barth.

9. PROPONENT'S CLARIFICATION AND ADDENDA

The Proponents must review the entire RFP prior to submitting a Proposal. Any requests for clarification of issues related to the RFP must be transmitted in writing to the Authorized SLRD Representative. Unless otherwise expressly permitted by the Authorized SLRD Representative in writing, requests for clarification of the subject matter of this RFP must be transmitted in writing to the SLRD no later than seven (7) days before the Closing Time.

The SLRD Representative will distribute copies of all RFP clarification requests and the corresponding responses to such requests to all known Proponents.

By submitting a Proposal, the Proponent indicates acceptance of the entire RFP and waives any further right to rectify, clarify, or qualify any aspect of the RFP.

Written Addenda are the only means of changing, amending, or correcting this RFP prior to the Closing Date. The Authorized SLRD Representative may change, amend or correct this RFP by issuing an Addendum to each known Proponent. No employee or agent of the SLRD other than the Authorized SLRD Representative is authorized to change, amend, or correct the RFP, or issue any Addenda.

Information pertaining to this RFP that is offered by or obtained from sources other than the Authorized SLRD Representative is not official, may not be accurate, and must not be relied on in any way by any Proponent for any purpose associated with this RFP.

10. CONTRACT

The Contractor will enter into a contract with the SLRD, substantially similar to the contract included in Appendix "2", based on the information contained in this RFP and the Contractor's submission and the SLRD's supplementary conditions.

12. INSURANCE

The Contractor will have: (1) commercial general liability insurance coverage in the minimum amount of \$5 million per occurrence and in the aggregate; (2) workers compensation insurance; (3) automobile liability coverage in the minimum amount of \$2 million; and (4) appropriate contractor's equipment insurance, as per the contract terms in Appendix "2".

APPENDIX 1 -
Acknowledgment Letter

The undersigned will be sent any amendments or addenda regarding the Squamish-Lillooet Regional District Landscape Maintenance Services – Pemberton and District Community Centre, Meadows Field and Gates Lake Park.

_____ Signature	_____ Company Name
_____ Name(please print)	_____ Address
_____ Title	_____ City
_____ Phone Number	_____ Fax Number
_____ Date	_____ E-Mail Address

We presently intend to _____ provide/ _____ not provide a proposal as requested.

Please return immediately to:
Angela Barth, Recreation Services Manager
Squamish-Lillooet Regional District
P.O. Box 219, 1350 Aster Street
Pemberton, BC, V0N 2L0
abarth@slrd.bc.ca
Fax: 604-894-2320

APPENDIX 2 - SERVICES AGREEMENT

Contractor Services Agreement

THIS AGREEMENT dated _____, 2017 is

BETWEEN:

SQUAMISH-LILLOOET REGIONAL DISTRICT, a regional district duly incorporated under the laws of British Columbia and having an office at 1350 Aster Street, Box 219, Pemberton, BC, V0N 2L0

(the "Regional District")

AND:

(the "Contractor")

GIVEN THAT the Regional District wishes to engage the Contractor to provide _____ to undertake a scope of work consisting of _____, and the Contractor wishes to provide such services to the Regional District in accordance with the terms and conditions of the agreement;

This Agreement is evidence that in consideration of the promises exchanged below, the Regional District and the Contractor agree with each other as follows:

Definitions

1. In this Agreement, in addition to the words defined above,
 - a. "Terms of Reference" means the terms of reference for performance of the Services attached as Schedule "A"
 - b. "Services" means the acts, services and work described in the Terms of Reference and all acts, services and work necessary to achieve the objectives set out in the Terms of Reference.

Services to be Performed by the Contractor

2. The Contractor agrees to perform the Services during the Term, in accordance with the Terms of Reference, on the terms and conditions of this Agreement.

Term and Renewal

3. The term of this Agreement commences on _____, 2018 and ends on the earlier of the completion of the Services or _____, 201_ (the "Term"), unless terminated earlier in accordance with this Agreement.

-
4. The term of this agreement may be renewed at the Regional District's sole discretion for one (1) additional two (2) year term, subject to satisfactory performance reviews, on the same terms and conditions contained in this agreement. The Regional District shall advise the Contractor no later than 60 calendar days before the term of the agreement expires if the Regional District shall be exercising its right to renew the agreement. The Regional District shall not incur any liability should it choose not to exercise its exclusive option to renew the agreement.

Warranty as to Quality of Services

5. The Contractor represents and warrants to the Regional District that:
 - a. it will perform the Services with that degree of care, skill, and diligence normally applied in the performance of services of a similar nature and magnitude to those contemplated by this agreement at the time and place the Services are rendered;
 - b. it will perform the Services in accordance with sound current professional practices;
 - c. the Contractor and any of its employees which undertake the Services have the education, training, skill, experience and resources necessary to perform the Services;
 - d. the Services will be performed in accordance with all applicable enactments and laws and in compliance with all relevant codes, rules, regulations and standards of any relevant professional or industry organization or association,

and the Contractor acknowledges and agrees that the Regional District has entered into this Agreement relying on the representations and warranties in this section.

Remuneration and Reimbursement

6. The Regional District must pay the Contractor for the Services in the amount provided in the Terms of Reference in accordance with this Agreement.
7. The Regional District reserves the right at its sole discretion to reduce the scope of the Services and/or the number of work sites at any time during the Term. There shall be no penalty or additional cost to the Regional District for any reduction in the scope of the Services and/or work sites and the contract price will decrease accordingly for such reduction.

Invoices

8. Not more than once each month, the Contractor may deliver an invoice to the Regional District, in respect of the immediately preceding month, setting out the aggregate amount of fees and disbursements claimed for Services performed in that preceding month.

Payment by the Regional District

9. The Regional District must, to the extent it is satisfied the fees are for Services reasonably and necessarily performed by the Contractor and subject to section 8 and subject to any right of set-off that the Regional District may have, pay the Contractor the fees claimed in

the invoice delivered in accordance with section 8, within 30 days after delivery of the invoice to the Regional District.

Termination or Suspension at the Discretion of the Regional District

10. Despite any other section of this Agreement, the Regional District may, in its sole discretion, terminate or suspend all or any part of the Services by giving the Contractor notice of termination or suspension, as the case may be, with such effective date of termination or suspension so noted thereon. If the Regional District terminates or suspends all or part of the Services under this section, then the Contractor is entitled to deliver an invoice to the Regional District for the period between the end of the time period for which the last invoice was delivered by the Contractor under section 6 and the effective date of termination or suspension. The Regional District must, to the extent that it is satisfied the fees and disbursements are for Services reasonably and necessarily performed by the Contractor, pay the Contractor the fees and disbursements claimed in such invoice, within 30 days after delivery of such invoice to the Regional District. The Contractor is not entitled to, and irrevocably waives and releases, damages or compensation for costs incurred, loss of profit, or loss of opportunity, directly or indirectly arising out of termination or suspension of all or any part of the Services.

Termination for Breach

11. The Regional District may, by giving the Contractor notice of termination, immediately terminate all or any part of the Services, if the Contractor:

- a. is in breach of this Agreement and within 5 days of receiving notice of such breach from the Regional District, the Contractor has not cured the breach or is not, to the satisfaction of the Regional District in its sole discretion, diligently pursuing a cure for the breach; or
- b. becomes bankrupt or insolvent, a receiving order is made against the Contractor, an assignment is made for the benefit of the Contractor's creditors, or the Contractor takes the benefit of any enactment relating to bankrupt or insolvent debtors.

Without limiting any other right or remedy available to the Regional District, if the Regional District terminates all or any part of the Services under this section, the Regional District may arrange, upon such terms and conditions and in such manner as it considers appropriate, for performance of any part of the Services remaining to be completed, and the Contractor is liable to the Regional District for any expenses reasonably and necessarily incurred by the Regional District in engaging the services of another person to perform those Services. The Regional District may set off against, and withhold from amounts due to the Contractor such amounts as the Regional District determines, acting reasonably, are necessary to compensate and reimburse the Regional District for the expenses described in this section.

Confidential Information

12. Except as required by law, the Contractor must not, during or after the Term, divulge or disclose any secret or confidential information, or divulge or disclose any information that

the Contractor receives or observes in connection with this Agreement and the performance of the Services which in good faith or good conservice ought not to be disclosed.

Records

13. The Contractor must:

- a. keep proper accounts and records of its performance of the Services, including invoices, receipts and vouchers, which must at all reasonable times be open to audit and inspection by the Regional District, which may make copies and take extracts from the accounts and records;
- b. keep reasonably detailed records of performance of the Services by the Contractor, which must at all reasonable times be open to inspection by the Regional District, which may make copies and take extracts from the records;
- c. afford facilities and access to accounts and records for audit and inspection by the Regional District and must furnish the Regional District with such information as the Regional District may from time to time require regarding those documents; and
- d. preserve and keep available for audit and inspection, all records described in section 11 **Error! Reference source not found.** through b for at least two years after completion of the Services or termination of this Agreement, whichever applies.

Delivery of Records

14. If the Regional District terminates all or part of the Services under this Agreement, the Contractor must immediately deliver to the Regional District, without request, all Services-related documents in the Contractor's possession or under its control as well as all keys issued to the Contractor by the Regional District.

Ownership of Intellectual Property

15. By this section, the Contractor irrevocably grants to the Regional District the unrestricted license for the Regional District to use all technical information and intellectual property, including inventions, conceived or developed, or first actually reduced to practice, in performing the Services. The Contractor agrees that the license granted by this section includes the right for the Regional District, at any time, to adapt, use and modify all such technical information and intellectual property for the Regional District's uses set out above.

Agreement for Services

16. This is an Agreement for the performance of services and the Contractor is engaged under the Agreement as an independent contractor for the sole purpose of providing the Services. Except as is otherwise expressly prescribed in this Agreement, neither the Contractor nor any of its employees, contractors and representatives is engaged by the Regional District as an employee or agent of the Regional District. The Contractor is

solely responsible for any and all remuneration and benefits payable to its employees, contractors and representatives, and all payments or deductions required to be made by any enactment, including those required for Canada Pension Plan, employment insurance, workers' compensation and income tax. This Agreement does not create a joint venture or partnership, and the Contractor has no authority to represent or bind the Regional District in any way.

Assignment of Agreement/Subcontracting of Services

17. The Contractor must not assign this Agreement (or any part thereof) or subcontract any or all of the Services to be performed under this Agreement without the prior written consent of the Regional District, such consent may be unreasonably withheld. The Regional District may refuse its consent if, among other reasons, it is not satisfied that the proposed assignee or proposed subcontractor, as the case may be, has the education, training, skill, experience or resources necessary to perform the Services. Any assignment or subcontract duly consented to by the Regional District does not relieve the Contractor from any obligation already incurred or accrued under this Agreement or impose any liability upon the Regional District.

Time of the Essence

18. Time is of the essence of this Agreement.

Release and Indemnification

19. Except to the extent arising out of the negligent acts or omissions of the Regional District and its directors, officers, employees, agents, successors and assigns, as determined by a court of competent jurisdiction, the Contractor shall release, indemnify and save harmless the Regional District and its directors, officers, employees, agents, successors and assigns from and against any and all liabilities, actions, damages, claims, losses, costs and expenses whatsoever (including, without limitation, the full amount of all legal fees and disbursements) in any way directly or indirectly arising out of or caused, in whole or in part, by the Contractor, its employees, agents, or assigns in the performance of the Services herein, as determined by a court of competent jurisdiction.
20. The indemnity provided in section 19 by the Contractor to the Regional District will not in any way be limited or restricted by the insurance set out in section 22 or by limitations on the amount or type of damages, compensation or benefits payable under the *Workers' Compensation Act* or any other similar statute.
21. The indemnity provided in section 19 by the Contractor to the Regional District will survive notwithstanding the completion of all Services and the obligations and duties under this Agreement; for clarity, the release and indemnity shall survive the expiry or the termination of this Agreement for any reason.

Insurance Requirements

22. The Contractor shall obtain and maintain throughout the Term commercial general liability insurance providing coverage for death, bodily injury, property loss and damage and all other losses arising out of or in connection with the provision of the Services in an amount

not less than \$5,000,000 per occurrence and in the aggregate and shall meet the following requirements:

- a. Name the Regional District (as to the Pemberton and District Community Centre, the Meadows Field and Gates Lake Park), the Village of Pemberton (as to the Pemberton and District Community Centre), and School District No. 48 (Sea to Sky) (as to the Meadows Field) as additional insureds;
- b. include that the Regional District, Village of Pemberton and School District No. 48 (Sea to Sky) are protected notwithstanding any act, neglect or misrepresentation by the Contractor which might otherwise result in the avoidance of a claim and that such policies are not affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insureds;
- c. be issued by an insurance company entitled to carry on the business of insurance under the laws of British Columbia;
- d. be primary and non-contributing with respect to any policies carried by the Regional District, the Village of Pemberton and School District No. 48 (Sea to Sky) and will provide that any coverage carried by the Regional District, the Village of Pemberton and School District No. 48 (Sea to Sky) is in excess coverage;
- e. not be cancelled or materially changed without the insurer providing the Regional District with thirty (30) days written notice stating when such cancellation or change is to be effective;
- f. be maintained for a period of twelve (12) months per occurrence;
- g. include a deductible not greater than \$5,000 per occurrence;
- h. include a cross liability clause; and
- i. be on other reasonable terms acceptable to the Regional District.

The Contractor shall provide the Regional District with certificates of insurance confirming the placement and maintenance of such insurance at the signing of the Agreement and thereafter as requested to do so from time to time by the Regional District. If the Contractor's insurance shall expire or terminate before the end of the Term, the Contractor shall deliver a new certificate of insurance evidencing the new policies of insurance not less than ten (10) days before the new policies go into effect.

The above insurance requirements do not in any way reduce the Contractor's obligations to release and indemnify the Regional District as set out in section 19 of this Agreement.

WorkSafeBC

23. The Contractor shall

-
- a. provide proof of WorkSafeBC coverage (or if applicable, proof that WorkSafeBC coverage is not required) within 5 days of signing this Agreement and as may be required by the Regional District from time to time throughout the Term;
 - b. remain current with all assessment reporting and payments due thereunder and shall comply in every respect with the requirements of the Workers Compensation Act and Regulations; and
 - c. be responsible for all fines, levies, penalties and assessments made or imposed under the Workers Compensation Act and regulations relating in any way to the Services.
24. The Contractor must take all precautions reasonably necessary to ensure the safety of the Contractor’s personnel and all persons employed, contracted or subcontracted by the Contractor to perform the Services.
25. The Contractor is designated as the prime contractor on site.

Compliance

26. The Contractor shall comply with all laws, rules and regulations applicable to the performance of the Services under this Agreement.

Severability

27. If any term or provision of this Agreement is illegal or invalid for any reason whatsoever as determined by a competent court of law, such term or provision shall be severable and the same shall not affect the validity of the remainder of this Agreement.

Notice

28. Any notice, direction, demand, approval, certificate or waiver which may be or is required to be given under this Agreement must be in writing and delivered personally or by courier or sent by fax or e-mail, addressed as follows:

To the Regional District:

Squamish-Lillooet Regional District
1350 Aster Street, Box 219
Pemberton, B.C. V0N 2L0
Fax Number: (604) 894-2320
E-mail Address: abarth@slrd.bc.ca
Attention: Angela Barth, Recreation Services Manager

To the Contractor:

or to such other address, e-mail address or fax number of which notice has been given as provided in this section.

Any notice, direction, demand, approval or waiver delivered is to be considered given on the next business day after it is dispatched for delivery. Any notice, direction, demand, approval or waiver sent by fax or e-mail is to be considered given on the day it is sent, if that day is a business day and if that day is not a business day, it is to be considered given on the next business day after the date it is sent.

Interpretation and Governing Law

29. In this Agreement:

- a. reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- b. reference to a particular numbered section or Schedule is a reference to the correspondingly numbered section or Schedule of this Agreement;
- c. the word "enactment" has the meaning given to it in the *Interpretation Act* (British Columbia) on the reference date of this Agreement;
- d. reference to any enactment is a reference to that enactment as amended, unless otherwise expressly provided;
- e. reference to a month is a reference to a calendar month;
- f. and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement.

30. This Agreement is governed by, and is to be interpreted according to, the laws of British Columbia.

Binding on Successors

31. This Agreement enures to the benefit of and is binding upon the parties and their respective executors, successors, trustees, administrators and receivers, despite any rule of law or equity to the contrary.

Entire Agreement

32. This Agreement is the entire agreement between the parties and it terminates and supersedes all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of this Agreement.

Waiver

33. Waiver of any breach by a party must be express and in writing to be binding on that party, and a waiver of a particular breach does not operate as a waiver any future breach, whether of a like or different character.

Freedom of Information and Protection of Privacy Act

-
34. The Contractor understands that the Regional District is subject to the Freedom of Information and Protection of Privacy Act, RSBC 1996, c. 165 and agrees that this Agreement and the information it contains, and any information supplied by the Consultant to the Regional District in connection with this Agreement, is not implicitly confidential for the purposes of that enactment.
35. The Contractor understands that this Agreement, and the information it contains, may be the subject of an access to information request made to the Regional District under the Freedom of Information and Protection of Privacy Act and the Regional District may be obliged by that enactment to disclose all or part of this Agreement and the information it contains and all or part of any information the Contractor supplied to the Regional District in connection with this Agreement, whether or not the Contractor has expressly stipulated that the information in question is confidential for the purposes of that enactment.

Counterparts

36. This Agreement may be signed in as many counterparts as may be necessary, each of which so signed will be deemed to be an original and each copy sent by email or electronic facsimile transmissions will be deemed to be an original, and such counterparts together will constitute one and the same instrument and notwithstanding the date or dates of execution will be deemed to bear the date as set forth below.

As evidence of their agreement to be bound by the above terms and conditions of this Agreement, the parties have executed this Agreement below, on the respective dates written below.

SQUAMISH-LILLOOET REGIONAL DISTRICT by its authorized signatory:

Lynda Flynn
Chief Administrative Officer

Date



Signed on _____, 2017 in the)
presence of:)
)
_____)
Witness:)
_____)
Address:)
_____)
Occupation)

Name of Contractor

**Schedule “A” to the Landscape Maintenance Services – Pemberton and District Centre,
Meadows Field and Gates Lake Park Services Agreement**

TERMS OF REFERENCE

[Contractor’s Proposal (as accepted by the Regional District) to be attached.]