



## **Request for Proposals No. 21-006**

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

**Issue Date: January 13, 2021**

#### **CLOSING DATE AND TIME:**

Submissions must be received at the Closing Location on or before:

**3:00 PM (15:00 hrs) Local Time on February 12, 2021**

#### **Submissions and Questions are to be directed to:**

Chris van Ossenbruggen, Parks Operations Coordinator

Email: [cvanossenbruggen@rdn.bc.ca](mailto:cvanossenbruggen@rdn.bc.ca)

Questions are requested at least five (5) business days before the closing date.

#### **Proponent's Information Meeting:**

A non-mandatory information meeting will be held at Rollo McClay Community Park, 1100 McClay Way, Gabriola, BC at 9:30 AM, Pacific Time on Wednesday, January 27, 2021

Proposals will not be opened in public

## **Table of Contents**

### **Part “A”**

1. Introduction
2. Definitions
3. RFP Administrative Requirements
4. RFP General Terms and Conditions
5. Evaluation Process
6. Submission Requirements and Evaluation Criteria
7. Pricing
8. Negotiation of Contract and Award
9. Enquiries

### **Part “B”**

1. Scope of Service/ Service Level Standards
2. Supplemental General Conditions

**Appendix “A”:**                **Proponent Information and Agreement Form**

**Appendix “B”:**                **References**

**Appendix “C”:**                **Key Personnel**

**Appendix “D”:**                **Pricing**

**Appendix “E”:**                **Work Site Maps - Five (5) Attached**

**Appendix “F”:**                **Sample Contractor Services Agreement**



## **Part “A”**

### **1. Introduction**

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

If awarded, the term of a Contract shall commence on March 1, 2021 and will expire on December 31, 2023 unless otherwise terminated or cancelled.

The actual work is seasonal and will be conducted from March 1<sup>st</sup> – October 31<sup>st</sup> of each contract year unless otherwise agreed between the parties.

### **2. Definitions**

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

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

**2.13.** “Work site” means an RDN location where the Work is to be performed.

### **3. RFP Administrative Requirements**

- 3.1.** Proposals must be received on or before **3:00 p.m., Pacific Standard Time, February 12, 2021.**
- 3.2.** The Regional District of Nanaimo will not accept proposals received in any other manner.
- 3.3.** Proposals are to be based on these instructions, the General Terms and Conditions, and the Scope of Services
- 3.4.** Proposals must be in English.
- 3.5.** Prices are to be quoted in Canadian dollars with GST excluded.
- 3.6.** Proposals should clearly show the Proponent’s complete company name, street address, primary contact person along with their phone and email address.
- 3.7.** Submissions may be withdrawn before the deadline upon email notice addressed to Chris van Ossenbruggen, Parks Operations Coordinator c/o [cvanossenbruggen@rdn.bc.ca](mailto:cvanossenbruggen@rdn.bc.ca)
- 3.8.** Withdrawn submissions may be replaced by another submission providing the alternative submission is received on or before the closing date and time.
- 3.9.** After the closing time and date all proposals received by the Regional District of Nanaimo become the property of the Regional District of Nanaimo.
- 3.10.** If the RDN determines that an amendment is required to this RFP, the RDN will post the Addendum on the RDN ([www.rdn.bc.ca](http://www.rdn.bc.ca)) and BC Bid ([www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca)) websites. 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 all amendments are included prior to submitting their final Proposal submission.
- 3.11.** The RDN will offer debriefings to unsuccessful Proponents, on request, at a mutually agreeable time.

### **4. RFP General Terms and Conditions**

#### **4.1. Ownership and Freedom of Information**

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

#### **4.2. 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. Proposals will not be evaluated if the Proponent's current or past corporate or other interests are, in the reasonable opinion of the RDN, deemed or perceived to be a conflict of interest in connection with this RFP or the activities or mandate of the RDN.

#### **4.3. Solicitation**

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 otherwise the RDN retains the right to reject the Proposal.

#### **4.4. Cancellation**

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 expressly reserves the right in its sole unrestricted discretion to:

- accept any Proposal which the RDN deems most advantageous;
- waive any minor defect or deficiency in a Proposal that does not materially affect the Proposal and accept that Proposal;
- accept a Proposal which is not the lowest priced Proposal;
- seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

#### **4.5. Proponents' Expenses**

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

#### **4.6. Proponents Understanding of the RFP**

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

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

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

#### **4.7. Liability for Errors**

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

## **5.0 Evaluation Process**

Proposals will be evaluated on the following basis 60% Technical, 40% Financial.

The lowest price proposal will receive full marks. Other proposals will receive reduced scores based on the proportion higher than the lowest price. i.e.  $\text{Score} = \text{Min Cost} / \text{Cost} \times \text{Fee Points}$ .

Proposals submitted should be in enough detail to allow the RDN to determine the Proponent's qualifications and capabilities from the documents received. The selection committee, formed at the RDN's sole discretion, will score the Proposals in accordance with the criteria provided.

The RDN may evaluate proposals on a comparative basis by comparing one proponent's proposal to another proponent's proposal. The RDN reserves the right to not complete a detailed evaluation if the RDN concludes the proposal is materially incomplete or, irregular or contain any financial or commercial terms that are unacceptable to the RDN.

The selection committee may proceed with an award recommendation or the RDN may proceed to negotiate 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 and the Proponent will be released without penalty or further obligations other than any surviving obligations regarding confidentiality and 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 or the proposal process is cancelled.

The RDN reserves the right to award the assignment in whole or in part or to add or delete any portion of the work. Throughout the evaluation process, the evaluation committee may seek additional clarification on any aspect of the Proposal to verify or clarify the information provided and conduct any background investigation and/or seek any additional information it considers necessary.

## **6.0 Submission Requirements and Evaluation Criteria**

The following information is to be included in your proposal submission and will be used as the basis for evaluation. Failure to provide the following information may result in your proposal submission being scored poorly. Proponents are asked to structure proposals in sequential order as listed below.

*No assumptions should be made that information regarding the Proponent, 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**

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

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

### **Experience and Qualifications of the Firm**

To assist the RDN in understanding your background the Proponent is to provide their company profile and experience including, but not limited to, the following minimum information below:

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

### **Approach and Methodology**

Proposal content for this section should include the following information:

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

### **References**

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

### **Technical, Qualifications and Experience of Personnel**

Work is to be supervised or carried out by someone who has extensive experience with maintaining irrigation systems and extensive experience in horticultural practice or landscaping. Proponents should be familiar with the BC Landscape Standards, as published by the BC Society of Landscape Architects and the BC Landscape and Nursery Association.

Provide information of key personnel, assigned role, and persons responsible for supervision.

Key personnel changes during the Contract period will not be allowed without written agreement of the RDN. (Appendix "C")

### **Equipment**

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

## **7.0 Pricing**

Fill out and submit "Appendix "D" Pricing

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

## **8.0 Negotiation of Contract and Award**

The selection committee may proceed with an award recommendation or the RDN may proceed to negotiate 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 and the Proponent will be released without penalty or further obligations other than any surviving obligations regarding confidentiality and 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 or the proposal process is cancelled.

### **Notice of Award**

All Proponents will be advised of the successful vendor and value of award after a formal contract has been executed. No information will be provided to any vendor during the evaluation period.

### **Form of Agreement**

The form of agreement will include the following documents:

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

## **9.0 Enquiries and Submissions**

All inquiries and submissions regarding this Request for Proposal must be directed in writing to Chris van Ossenbruggen, Parks Operations Coordinator via email to [cvanossenbruggen@rdn.bc.ca](mailto:cvanossenbruggen@rdn.bc.ca). All questions should be received at least five (5) working days prior to the closing date and time.

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

**Part “B”      Scope of Service / Service Level Standards**

**Work Site Maps**

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

**1. Scope of Service/ Service Level Standards for:**

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

**Objective**

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

**Appearance Standard**

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

**Sports and Playfield Grassed Areas**

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

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

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

### **Playground**

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

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

### **Litter removal and clean-up**

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

## **2. Scope of Service/ Service Level Standards for:**

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

### **Objective**

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

### **Appearance Standard**

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

### **Grassed Areas**

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



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

#### **Paths**

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

#### **Benches, Stairs and Bridges**

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

#### **Litter removal and clean-up:**

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

### **3. Supplemental General Conditions**

#### **3.1. Scheduling**

All sites shall be initially attended, and grass and other services during the first four (4) weeks beginning March 1st and continue through October 31<sup>st</sup> of every year.

#### **3.2. Standards of work**

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

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

#### **3.3. Prime Contractor**

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

#### **3.4. Environmental Protection**

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

### **3.5. Public use of Parks**

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

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

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

### **3.6. Documentation and Reporting**

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

### **3.7. Billing**

The Contractor will submit an invoice at the end of each month to the RDN requesting payment of the portion of the Contract Price for the services provided in the previous month.

The monthly invoice will show the total amount charged to Rollo McClay Community Park and the amount charged to Whalebone Community Park System as separate line items.

### **3.8. New Parks**

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

### **3.9. Collection and Disposal of Refuse**

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

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

### **3.10. Defective Work**

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

**3.11. Damage**

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

**3.12. Site Conduct**

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

**3.13. Inspection of Work Performed**

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

**3.14. Vandalism and Theft**

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

**3.15. Invasive and Noxious Plant Species**

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

## **APPENDIX A – PROPONENT INFORMATION AND AGREEMENT FORM**

**(To be completed and returned with proposal)**

### **PROponent INFORMATION**

Legal Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Information: Telephone - \_\_\_\_\_ Cell Phone - \_\_\_\_\_

Email - \_\_\_\_\_ Website - \_\_\_\_\_

### **PROponent AGREEMENT**

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

Signature of Authorized Representative: \_\_\_\_\_

Printed Name of Authorized Representative: \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

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

Addendum No. 1                      Initials \_\_\_\_\_                      Date \_\_\_\_\_

Addendum No. 2                      Initials \_\_\_\_\_                      Date \_\_\_\_\_

Addendum No. 3                      Initials \_\_\_\_\_                      Date \_\_\_\_\_

## APPENDIX B - REFERENCES

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

## APPENDIX C – Key Personnel

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

## **Appendix “D” Pricing**

### **Rollo McClay Community Park – 1100 McClay Way, Gabriola Island**

<b>2021 Price - Excluding GST</b>	<b>2022 Price - Excluding GST</b>	<b>2023 Price - Excluding GST</b>
<b>\$</b>	<b>\$</b>	<b>\$</b>

### **Whalebone Community Parks**

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

<b>2021 Price - Excluding GST</b>	<b>2022 Price - Excluding GST</b>	<b>2023 Price - Excluding GST</b>
<b>\$</b>	<b>\$</b>	<b>\$</b>

**Total cumulative amount of agreement for three (3) year term excluding GST is:**

Dollar amount written: \$

Dollar amount numerical: \$



# Area B Gabriola: Whalebone Community Parks Overview Park Maintenance Contract Location Map



## Legend

- Internal Layers**
- Address Points
  - Bridge Point
  - Fence Point
  - Garbage Can
  - Picnic Table
  - Stairs
  - Toilet
  - Miscellaneous Point Features
  - Fence Line
  - Signs
    - Directional
    - Entrance
    - Regulatory single
  - Water Supply
    - Other



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



# Bluewhale Community Park



Mow park close to tree islands no less than 2 meters, brush access corridors and access to the beach.



## Legend

- Internal Layers
  - Address Points
  - Stairs
  - Signs
    - Directional
    - Regulatory single
  - Water Supply
    - Other
  - Park Trails and Roads
    - RDN Trail
  - RDN Electoral Area Boundaries
    - Electoral Areas
  - Ocean, Major Lakes & Rivers
  - Parks, Acquisitions
    - Park Acquisition
  - Properties (Conventional)
- Air Photo 2018
  - Red: Band\_1
  - Green: Band\_2
  - Blue: Band\_3
- Base Layers

**TOTAL AREA 0.9 ha**  
**40% TREED**  
**MAINTENANCE**  
**AREA 0.54 ha**

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



# Hummingbird Community Park



Mow park close to tree islands no less than 2 meters, brush access corridors and access to beach.



## Legend

### Internal Layers

Address Points



Bridge Point



Fence Point



Picnic Table



Fence Line



Signs

Directional

Water Supply

Other

Park Trails and Roads

RDN Trail

RDN Electoral Area Boundaries

Electoral Areas

Ocean, Major Lakes & Rivers

Parks, Acquisitions

Park Acquisition

Properties (Conventional)



**TOTAL AREA 0.8 ha**  
**30% TREED**  
**MAINTENANCE**  
**AREA 0.56 ha**

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



# Queequeg Place Community Park



Mow park close to tree islands no less than 2 meters, brush access corridors and access to beach.



## Legend

- Internal Layers
  - Address Points
  - Picnic Table
  - Stairs
  - Water Supply
  - Park Trails and Roads
  - RDN Electoral Area Boundaries
  - Ocean, Major Lakes & Rivers
  - Parks, Acquisitions
  - Properties (Conventional)
- Air Photo 2018
  - Red: Band\_1
  - Green: Band\_2
  - Blue: Band\_3
- Base Layers



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

**MAINTENANCE  
AREA 0.52 ha**





## Legend

### Internal Layers

#### Address Points



#### Bridge Point



#### Garbage Can



#### Picnic Table



#### Toilet



#### Signs

##### Directional



##### Entrance



#### Water Supply

##### Other



#### Park Trails and Roads

##### RDN Trail



#### RDN Electoral Area Boundaries

##### Electoral Areas



#### Ocean, Major Lakes & Rivers

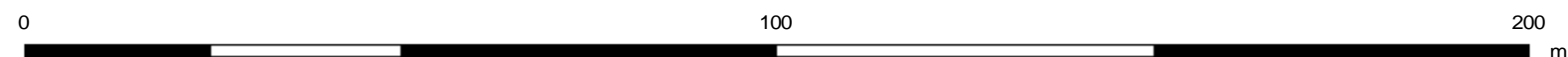


#### Parks, Acquisitions

##### Park Acquisition



#### Properties (Conventional)

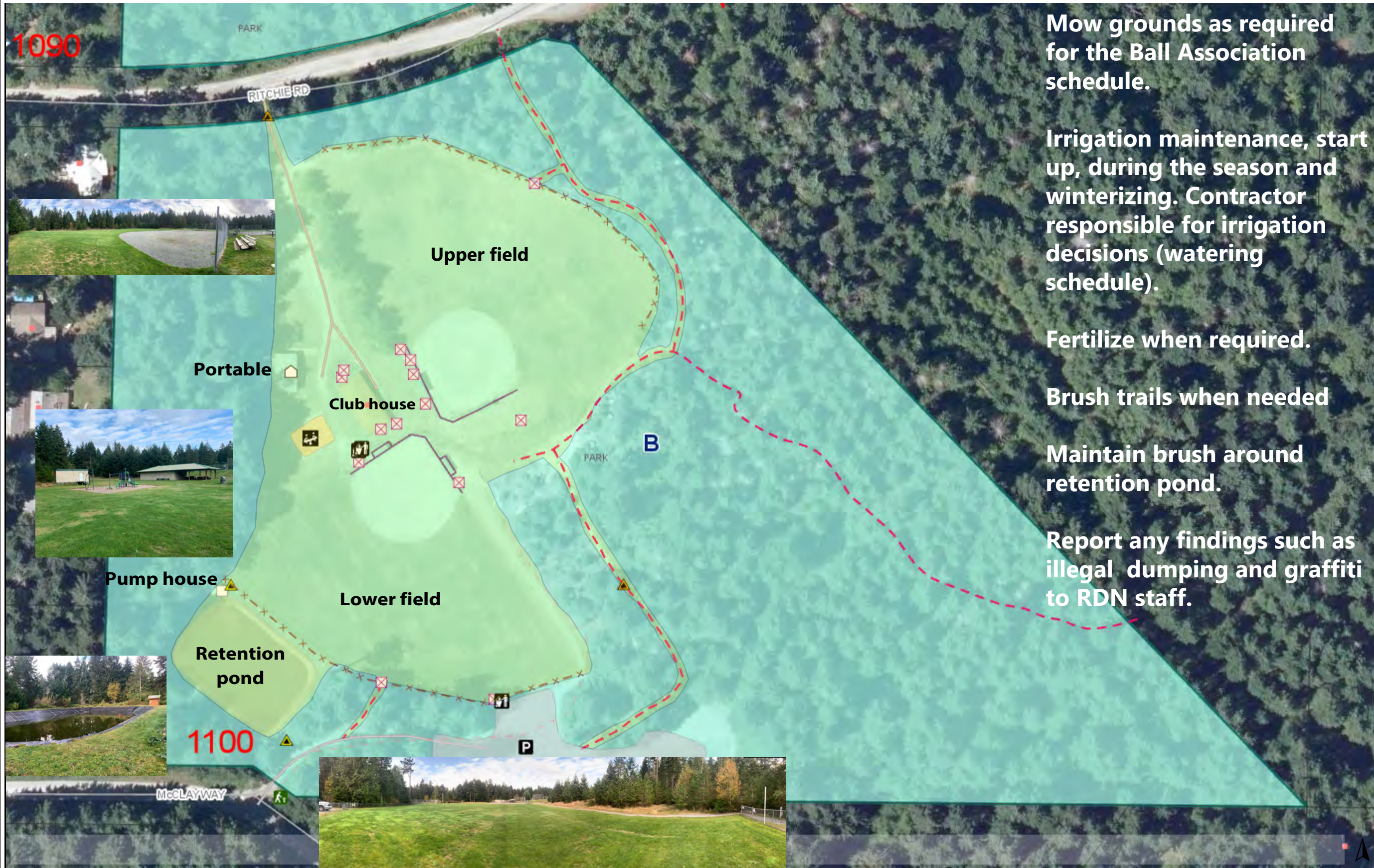


This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

**MAINTENANCE  
AREA 0.52 ha**





**Mow grounds as required for the Ball Association schedule.**

**Irrigation maintenance, start up, during the season and winterizing. Contractor responsible for irrigation decisions (watering schedule).**

**Fertilize when required.**

**Brush trails when needed**

**Maintain brush around retention pond.**

**Report any findings such as illegal dumping and graffiti to RDN staff.**



## Legend

### Internal Layers

Address Points



Garbage Can



Parking



Play Equipment



Miscellaneous Point Features



Fence Line



Miscellaneous Line Features



Access Control



Pedestrian Gate



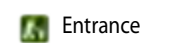
Building



Utility



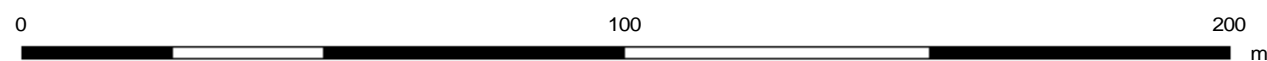
Signs



Water Supply



**MAINTENANCE  
AREA 1.78 HA**



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



## **Appendix "F"**

### **REGIONAL DISTRICT OF NANAIMO CONTRACTOR SERVICES AGREEMENT**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BETWEEN:

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

(hereinafter called the "Regional District")

AND:

(hereinafter called the "Contractor")

#### **NOW THIS AGREEMENT WITNESSETH:**

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

#### **1. Services**

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

#### **2. Term**

The Contractor will provide the Services during the period (hereinafter called the "Term") commencing on March 1, 2021 and ending on December 31, 2023, 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 always 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 all losses, claims, damages, or expenses arising from or due to the negligence of the Contractor in performing the Services or the Contractor's breach of this Agreement.

## **7. Insurance**

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

## **8. WCB Coverage**

The Contractor must be registered with WorkSafe BC and be in good standing with remittance up to date throughout the agreement and is designated as the Prime Contractor and shall fulfill the Prime Contractor responsibilities as defined in:

- a) WorkSafeBC Occupational Health and Safety Regulation, Notice of Project, Section 20.2, and Coordination of multiple employer workplaces, Section 20.3;
- b) Workers Compensation Act (BC), Coordination at multiple-employer workplaces, Section 118, Subsections (1) & (2); and
- c) General Requirements, Section 3.10 WorkSafe BC.

## **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 immediately by giving written notice of termination to the Contractor if there is supporting evidence of the Vendor becoming bankrupt or threatens bankruptcy, provides false declarations, documented significant deficiencies of any substantive requirements or obligations of the work, professional misconduct, violations of health and safety laws, or demonstrated abusive behavior towards the general public or RDN staff
- (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.

#### **10. Prior Dealings**

All prior negotiations and agreements between the parties relating to the subject matter of this Agreement are superseded by this Agreement. There are no representations, warranties, understandings, or agreements other than those expressly set forth in the Agreement or subsequently agreed to in writing, which writing shall be executed by a duly authorized officer of the party to be bound thereby.

#### **11. Waiver**

The failure of either party at any time to require the other party's performance of any obligation under this Agreement shall not affect the right to require performance of that obligation in the future. Any waiver by either party of any such breach or any such provision hereof shall not be construed as a waiver or modification of this provision itself, or a waiver or modification of any other right under this Agreement.

#### **12. Counterparts**

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.

#### **13. Dispute Resolution**

If the parties to this Agreement are unable to agree on the interpretation or application of any provision in the Agreement, or are unable to resolve any other issue relating to this Agreement, the parties agree to the following process in the order it is set out:

- a) the party initiating the process will send written notice to the other party (the "Dispute Notice"); and;
- b) the parties will promptly, diligently and in good faith, including the senior management of both parties, take all reasonable measures to negotiate an acceptable resolution to the disagreement or dispute.
- c) if the dispute is not resolved through collaborative negotiation within 30 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the Mediate BC Society and will be held in Nanaimo, BC.

#### **14. Freedom of Information**

The Contractor acknowledges and agrees that any Confidential Information disclosed by it to the RDN under this Agreement may be subject to a request for public disclosure under the Freedom of Information and Protection of Privacy Act, R.S.B.C. 1996, c.165, as amended from time to time.

#### **15. Governing Law**

This Agreement is governed by and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.



**16. Delay in Performance**

Neither the RDN nor the Service Provider shall be deemed to be in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to abnormal weather conditions, flood, earthquake, fire, pandemic, epidemic, war, riot and other civil disturbance, strike, lockout, work slowdown and other labour disturbances, sabotage, judicial restraint and inability to procure permits, licenses or authorizations from any local, provincial or federal agency for any of the supplies, materials, accesses or services required to be provided by either the RDN or the Service Provider under this Agreement. If any such circumstances occur, the non-performing party shall, as soon as possible after being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

**17. Amendment**

This Agreement may not be modified or amended except by the written agreement of the parties.

**SIGNATURES**

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

**For the Regional District of Nanaimo:**

---

Signature

---

Printed Name

**For the Contractor:**

---

Signature

---

Printed Name

**SCHEDULE "A"**

**SCOPE OF WORK**

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

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

## **SCHEDULE "B"**

### **FEES & EXPENSES**

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

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