

CITY OF LANGFORD



'REQUEST FOR PROPOSAL'

(RFP)

for a
MAINTENANCE CONTRACTOR
for the
Jordie Lunn Bike Park
in the
City of Langford, BC

Issued: May 12, 2023

Submission Deadline: May 29, 2023 at 2:00pm

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**CITY OF LANGFORD
REQUEST FOR PROPOSAL
for
Maintenance of the Jordie Lunn Bike Park
at
2990 Irwin Rd, Langford, BC**

1. INTRODUCTION

Through this Request for Proposal (“RFP”), the City of Langford (“City”) is soliciting proposals from any interested party (“Contractor”) to oversee the day-to-day maintenance of the Jordie Lunn Bike Park, located at 2990 Irwin Rd in Langford, B.C.

The objective of this request for proposal is to provide the City with qualified proponents capable of carrying out the work herein defined. The subsequent proponent submissions will form the basis for evaluation and selection.

It is intended that this RFP will be used to identify a single Contractor who will work with the City to complete this day to day maintenance on budget. Proponents are advised that the City will not necessarily accept any Proposal and the City reserves the right to reject any or all Proposals at any time without further explanation or to accept any Proposal considered advantageous to the City.

This document outlines the scope of work envisaged by the City, sets out the requirements for the RFP, and specifies the process to be used by the City of Langford to select a Contractor.

2. SUBMISSION DETAILS

One (1) copy of each submission must be submitted in a sealed envelope, at the office of the City of Langford, 2nd Floor, 877 Goldstream Avenue, Victoria, B.C., V9B 2X8 clearly marked as:

City of Langford
REQUEST FOR PROPOSAL
Maintenance Contract – Jordie Lunn Bike Park

Attention: Yari Nielsen, Director of Parks, Recreation and Facilities
2nd Floor, 877 Goldstream Ave
Langford, BC
V9B 2X8

On or before:

Tender closing time: 14:00 local time

Tender closing date: May 29, 2023

Late tenders will not be accepted or considered and will be returned unopened.

3. GENERAL CONDITIONS

By responding to this RFP, the Contractor acknowledges and agrees that:

- (a) they have read, understood, and agree to the provisions of this document;
- (b) the City reserves the right to reject any or all 'Requests for Proposals' submitted in response to this RFP;
- (c) the City reserves the right to waive any irregularity of any 'Request for Proposals', to request clarification and/or additional information, and to negotiate modification of any 'Request for Proposal';
- (d) the City takes no responsibility for the accuracy or completeness of any information supplied for this project and, further, will not be responsible for any costs incurred in responding to this RFP.

4. PROJECT DESCRIPTION

The City of Langford is seeking a single Contractor to provide day-to-day maintenance at the Jordie Lunn Bike Park, consisting of an upper and lower pump track, Jump Zone, Skills Zone, Pro Jump Line and cyclocross trails, on a full-time basis.

Maintenance must be carried out to ensure trails are in accordance with Whistler Trail Standards as outlined in [trailbook w/cover_pantone539 \(squarespace.com\)](http://trailbook.w/cover_pantone539 (squarespace.com))

Day-to-day maintenance of the Jordie Lunn Bike Park features and trails, includes but is not limited to:

- (a) Fixing issues created during erosion;
- (b) Repairing damaged trail sections;
- (c) Regular inspection of the trail network;
- (d) Any repairs required on the trail network;
- (e) Raking, blowing and clearing the trails, pump track, walkways and two parking lots of any and all debris;
- (f) Regular inspection and maintenance of drainage systems;
- (g) Regular inspection of signage;
- (h) Regular inspection and removal of safety hazards or risks, including closing sections if required;
- (i) Identification of potential hazard trees; and
- (j) All litter, unauthorized signs, broken glass, bottles, cans, papers and other unsightly debris are collected and removed from the bike park, clubhouse and parking facilities.

The services do not include major rebuilds of trail sections or jump lines. Any additional or emergency services that are not outlined in this RFP will be considered non-contract at additional fees. The Non-Contract fees must be included in the response of this RFP along with the total Contract Price. The successful Proponent of this RFP will be given first right of refusal for these non-contract works at the discretion of the City.

The Successful Proponent will be responsible for providing any and all equipment needed to complete the maintenance services as outlined above.

5. DELIVERABLES

The Contractor will be responsible for submitting to the City, on a monthly basis:

- (a) A report outlining a detailed summary of maintenance works during the past month;
- (b) A completed City-provided inspection forms for each feature and trail;
- (c) A comprehensive list of any issues to be considered Non-Contract and require the City's attention as a result of the monthly inspections (i.e. damaged signs, hazard trees or infrastructure replacement) with photos if necessary; and
- (d) A monthly invoice equivalent to 1/12th of the total contract amount.

6. GENERAL

This 'Request for Proposals' will assist the City in determining whether the Contractors:

- (a) Have done similar maintenance work for bike parks of a similar size;
- (b) Can provide references;
- (c) Have fully understood the requirements as stated in this RFP;
- (d) Guarantee a high level of service;
- (e) Will be fully accountable and responsible with respect to completing maintenance on time and on budget;
- (f) Acknowledge that any proposal be subject to a full assessment to the satisfaction of the City and other relevant agencies if necessary.
- (g) Acknowledge that the Successful Proponent will be required to prepare a "**Contract Price**" for the implementation of the works contained in Section 4. Project Description.

7. DEFINITIONS

The terms below shall have the following meanings:

"Award" The acceptance of a bid, quotation, or proposal by the City.

"Bid" means an offer or submission received from a Respondent in response to a request for quotation, tender, proposal or other Call for Bids, which is subject to acceptance or rejection.

"Bid Price" means the bid price excluding taxes, inclusive of disbursements.

"City" means the City of Langford.

"Closing Time" means the date and time, as identified in this Bid document, by which all submissions shall be received and stamped by the City.

"Consultant(s)" means the individual, firm, company or corporation that has, been selected by the City to provide specific consulting services to the City on the projects.

"Contract" means a legally binding agreement between two or more parties that creates an obligation to supply Goods, Services or Construction in return for money or other consideration.

"Contract Price" means the total bid price inclusive of disbursements and taxes.

"Contractor" means the individual, firm, company or corporation, authorized to work in the Province of British Columbia that has, by means of the Request for Proposal and tendering process, undertaken to provide the goods/services required by this submission.

"Construction Management Team" means the Contractor, along with the Owner and the Consultant.

"Council" means the elected Council for the City of Langford.

"Department" means any Department of the City the operation for which a Department Head, or Director is responsible.

"Department Head, Director" means the appropriate Department Head or Director of the applicable Department of the City.

"Manager" means the appropriate Manager of the applicable Department of the City.

"May" used in this document denotes permissive.

"Non-Contract" means any works not included in the day-to-day maintenance for which the Contract Price is set.

"Owner" means SD62 and The City of Langford.

"Prime Member" means the "Team Member" who proposes to be the primary contractual entity responsible for the design/build model.

"Project" means the base preparation for the installation of an artificial turf field at the North Langford Elementary school

"Request for Proposal" (RFP) means the formal document used to solicit proposals from Respondents to provide Goods, Services and/or construction to the City, where it is not practical and/or possible to prepare precise specifications, or where "alternatives" to detailed specifications will be considered, which may be subject to further negotiation. This process allows Respondents to propose solutions to arrive at the end product, and allows for evaluation on criteria **other than price**. An RFP may include provision for negotiation and **may be a single step or two step process** as determined by the City of Langford at its sole discretion.

"Respondent" means the legal entity submitting a response to this Request for Proposal.

"Responsible Respondent" means a Respondent, as the context requires, that is fully capable and qualified to meet all the requirements of the call for bid, or other process, and shall be duly authorized to enter into a subsequent contract agreement on behalf of the named submitter, as may be applicable. Such Respondent shall possess the capacity and ability, including financial and technical, to perform as contractually required and, shall be able to provide credible and acceptable documented evidence to ensure good faith performance.

"Responsive" means a submission that meets the requirements of the RFP, includes all documentation, is of timely submission, and has the appropriate authorized signatures as required on each document.

"Selected Respondent" means the Respondent whose submission has been selected by the City for further consideration.

"Shall and Will" used in this document denotes imperative.

"Sole Discretion" means the sole, absolute and unfettered discretion of the City, which may be arbitrarily exercised.

"Team" means a company, firm, consortia or a group of such, which can offer **complete** response to this RFP.

"Trade Contractor" means a company, authorized to work as described in this RFP in the Province of British Columbia that is contracted by the City. The awarded Contractor is accountable for the work performed by the Trade Contractor(s), including the collection and maintenance of performed workplace safety insurance board certifications, applicable insurance certificates and any other required and/or applicable certificates.

"Treasurer" means the Director of Finance/Treasurer for the City as appointed by Council or their Designate(s).

"Unresolved Litigation" means any dispute between the Respondent and any other party adverse in interest, including third party and cross-claims, where either a legal proceeding has been commenced for an injunction, a mandatory order, a declaration or the recovery of money, or a threat of legal action has been made in writing.

"Work/Works" means the provision of goods and services as required by the Contract.

8. REQUIREMENTS

8.1 Cost

The Respondent is required to submit a **"Contract Price"** for works described in Section 4 Project Description. The Contract Price shall be the entire compensation owing to the Contractor for the Work and this compensation shall cover and include all profit and all costs of supervision, labour, material, equipment, overhead, financing, and all other costs and expenses whatsoever incurred in performing the Work. The Successful Proponent will invoice the City 1/12th of the total Contract Price monthly.

8.2 Non-Contract Rates

The Successful Proponent is required to provide the City with a list of hourly rates for any Non-Contract or emergency work provided outside of the services provided in Section 4 of this RFP (i.e. supervision, labour, material, small equipment and machinery).

8.3 Flexibility

The Contractor is expected to begin the work in July 2023.

8.4 Insurances

The Contractor is to provide Commercial General Liability Insurance, in a minimum the amount of \$5,000,000 (with the City of Langford and Westhills Land Corp. named as additional insured) and WCB Clearance letter. Policies currently in effect are to be supplied with the RFP submission. Deductible amounts to be clearly identified for each policy.

8.5 Non-binding Price Estimates

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the Respondents.

Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the City of Langford to enter into an agreement for the maintenance required by this RFP.

8.6 Governing Law and Interpretation

The terms and conditions of the RFP Process:

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of British Columbia and the federal laws of Canada applicable therein.

9. PROJECT SCHEDULE

A schedule for the RFP process is as follows:

Issue RFP	May 12, 2023
RFP Closing	2:00 pm on May 29, 2023
Evaluation of RFP	May 30 - 31, 2023
Award Project	June 1, 2023

10. EVALUATION OF RFP'S

It is intended that this RFP will be used to identify a single Contractor to work with the City of Langford to complete the maintenance on time and on budget.

In the event that the Successful Proponent fails to meet the City's timeline and requirements then the City may approach an alternate Contractor (i.e. Contractor who was not selected initially) to complete the required work so as to keep the maintenance on time and on budget. Nothing in this RFP shall be binding until the Successful Proponent agrees to engage in such work.

Evaluation: The 'RFP' will be evaluated on the basis of how well Respondents respond to the requirements of the RFP documents. Each submission will be assessed using a matrix scoring system as set out below. The marks shown in the other boxes indicate the maximum number of marks that can be given for that subject.

No.	Subject	Total Possible	Total Score
A	Financial Proposal	55	
B	Demonstrated Experience	30	
D	Management Plan and Control Systems	15	
	TOTALS	100	

11. SUBMISSION REQUIREMENTS

Submissions must **specifically and fully** address the following:

(a) **Financial Proposal**

The Respondent must identify all costs as identified in the RFP. The Respondent must also demonstrate their financial capacity and stability as a Company that would be necessary to complete the project on time and within their budget. In addition, please supply the following information at a minimum:

1. **"Contract Price"** for services and costs described in this RFP. The Respondent must complete and return the below form as noted in Appendix A with an annual Contract Price as well as non-contract rates.
2. Provision of written confirmation from an insurer (acceptable to City Council) that general liability coverage (minimum of \$5,000,000) and WCB Clearance letter. The City will require the insurer to include the City and Westhills Land Corp. as an "Additional Insured".

(b) **Demonstrated Experience**

The Respondent must supply the following information.

1. **Company/Contractor Information:** A description of the Company/Contractor as it relates to the project, including a description of all Owners and employees.
 - a. An outline of the intended (or existing) corporate presence of the Company/Contractor in the southern Vancouver Island region, together with a description of how such presence will manifest itself in relation to assisting the City in successfully completing the maintenance.
 - b. A description of relevant local (southern Vancouver Island) experience of the Company/Contractor.
 - c. The Company/Contractor is in good standing with the City of Langford.
2. **Business Experience:** A list of similar projects the Contractor has completed that are similar in scope. The following details of completed projects must be submitted.
 - a. Location, nature and scope of other projects of comparable scope & complexity.
 - b. Full references / contact details for an owner / client representative on these projects that can be contacted for further information.
3. **Team Information:** An organization chart with resumes of the key project team members and a brief description of the intended responsibilities of each member

(c) **Management Plan and Control Systems**

1. Projected monthly maintenance schedule;
2. Demonstrated understanding of City's requirements and objective for the maintenance, as

- described in this RFP;
3. Health and safety of site, staff and park users;
 4. References related to past experience in similar maintenance contracts;
 5. Environmental policy and systems controls; and
 6. Any special terms or conditions that would be anticipated in a maintenance contract with the City.

The City may invite some or all Respondents to an interview to provide clarifications on their Proposals. The City has the right to consider the answers received in evaluating Proposals.

It is intended that this RFP will be used to identify a single Contractor to work with the City of Langford.

In the event that the successful Proponent fails to meet the City's timeline and requirements then City of Langford may approach an alternate Contractor (i.e. business who was not selected initially as the successful Proponent) to complete the required work.

For any other Inquiries regarding the RFP, please contact Yari Nielsen, Director of Parks, Recreation and Facilities at 250-478-7882 or ynielsen@langford.ca.

Questions are to be submitted in writing up to 3 business days before the closing date sent to ynielsen@langford.ca and parks@langford.ca.

APPENDIX A

Respondent must complete form and return with RFP

Total annual contract price - \$ _____

** This amount will be invoiced to the City in equal amounts monthly*

Non-Contract Rates (please include labour, equipment, machinery, etc)

APPENDIX B – JORDIE LUNN BIKE PARK MAP

