



Regional District of Nanaimo
REQUEST FOR PROPOSAL

HUXLEY PARK TENNIS COURT
SURFACING

Issue Date: June 30th, 2017

Closing Location:

Regional District of Nanaimo, Recreation and Parks Department
Oceanside Place, 830 W. Island Highway
Parksville, B.C. V9P 2X4

Closing Date and Time:

Proposals must be received at the closing location before
2:00 P.M. (14:00 hrs) Pacific Time, on July 21st, 2017

Contact:

Mark Dobbs, Superintendent of Parks Operations and Capital Projects
250 248-4744
mdobbs@rdn.bc.ca

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Part “A”

1. Introduction

The Regional District of Nanaimo (the RDN) invites submissions from qualified Contractors for the supply and installation of a cushioned, interlocking suspended synthetic modular tile tennis court system at Huxley Community Park located on Gabriola Island.

1.1 Background

Volunteers constructed the existing asphalt double tennis court facility in Huxley Park in 1989. The court surface dimensions are 36.5 m x 36.5 m (119.5’ x 119.5’) and contained with chain-link fencing (See Appendix “A” for court dimensions). The existing court surface has been damaged in some locations by trees roots and there are general cracking and surface dips that hold standing water after a rain event (See Appendix “B” for existing condition photos).

Users have reported issues with the tensioning of the tennis nets which indict that post repairs or the installation of new posts may be required.

The Regional District of Nanaimo appreciates all proposal responses; however, only short-listed or successful Proponents will be contacted.

2. Definitions

The following definitions, instructions, terms, and conditions apply to all Proposals related to this RFP. Submission of a Proposal in response to this RFP indicates acceptance of all the terms contained in this RFP and 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 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, products, equipment, and 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, and which the RDN may in its sole discretion elect to treat the failure to fulfill as a grounds for rejection of a Proposal.
- 2.12.** “Work” means the total construction and related Services required to complete the work as set out in the Scope of Work.
- 2.13.** “Work site” means an RDN location where the Work is to be performed.

3. RFP Administrative Requirements

- 3.1.** Proposals must be returned in a sealed envelope clearly marked “**Proposal - Huxley Park Tennis Court Surfacing**” addressed to Regional District of Nanaimo, Oceanside Place, 830 West Island Highway, Parksville, B.C. V9P 2X4 Attn: Mark Dobbs, Superintendent of Parks Operations and Capital Projects.
- 3.2.** Proposals must be received at the Regional District of Nanaimo no later than **2:00 p.m., Pacific Standard Time, July 21st, 2017.**
- 3.3.** Proposals received and not conforming to Items 3.1 and 3.2 above, will be returned (unopened) to Proponent(s) without consideration.
- 3.4.** The Regional District of Nanaimo will not accept proposals received via facsimile machine or email.
- 3.5.** Proposals are to be based on these instructions, the General Terms and Conditions, and the Scope of Work.
- 3.6.** Proposals must be in English.
- 3.7.** Prices are to be quoted in Canadian dollars with GST excluded.
- 3.8.** Proposals should clearly show the Proponent’s complete company name, e-mail and telephone number of primary contact person(s).
- 3.9.** All submissions should include two (2) bound copies of your Proposal, (preferably duplex printed and bound in an 8½” x 11” format; please do not use three-ring binders or provide a copy of the original Proposal or addenda with your response).
- 3.10.** All submissions should include a digital copy of the complete Proposal in pdf format suitable for printing. If there is any inconsistency between the paper form of a Proposal and the digital copy, the paper form in the custody of the RDN prevails.
- 3.11.** Submissions may be withdrawn before the deadline upon written notice (e-mails of notice will be accepted) addressed to Mark Dobbs, Superintendent of Parks Operations and Capital Projects at mdobbs@rdn.bc.ca.
- 3.12.** Withdrawn submissions may be replaced by alternative submissions providing written notice that an alternative Proposal will be submitted (e-mails of the notice (but not the alternative Proposal) will be accepted) if delivered to the Superintendent of Parks Operations and Capital Projects at least twenty-four (24) hours before the deadline for the closing noted herein.
- 3.13.** No Proponents may withdraw their proposal for a period of 90 days after the actual date of closing.

- 3.14.** After the closing time and date, all proposals received by the Regional District of Nanaimo become the property of the Regional District of Nanaimo.
- 3.15.** The RDN reserves the right to modify the terms of this RFP at any time at its sole discretion. Such modifications will be communicated through formal addenda. Any addenda to this Request for Proposal will be posted on the Regional District of Nanaimo's website located at rdn.bc.ca. **It is the sole responsibility of the Proponent to make sure that it receives all addenda prior to the closing date and acknowledge receipt of the addenda in the Cover Letter.**
- 3.16.** There is no mandatory information meeting for this RFP.

4. RFP General Terms and Conditions

4.1. Confidentiality

All documents and other records in the custody of or under the control of the RDN are subject to the *Freedom of Information and Protection of Privacy Act* ("FOIPPA") and other applicable legislation. The RDN will endeavor to respect and protect the confidentiality of information relating to ideas and strategies and other confidential commercial and financial information submitted by the Proponent. All documents and information will be treated as being supplied in confidence within the meaning of FOIPPA, subject to FOIPPA, or other applicable legislation.

4.2. Conflict of Interest

Proponents must ensure that they are not in a position that may be perceived as a conflict of interest. Proposals will not be evaluated if the Proponent's current or past corporate or other interests are, in the reasonable opinion of the 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

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

4.4. Cancellation

The RDN reserves the right to cancel this Request for Proposals at any time and for any reason, and will not be responsible for any loss, damage, cost or expense incurred or suffered by any Proponent as a result of that cancellation.

4.5. Proponents' Expenses

Proponents are solely responsible for their own expenses in preparing a proposal and for subsequent negotiations with the 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 site. 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 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 the 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. Addenda

All addenda will be incorporated into and become part of the RFP Document. No amendment of any kind to the RFP is effective unless it is contained in a written addendum issued by the RDN. Upon submitting a Proposal, Proponents will be deemed to have received notice of all addenda posted on the RDN website.

4.8. 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.

4.9. Sub-Contracting or Assigning

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

5.0 Proposal Requirements

5.1 Proposals will clearly indicate that the Services provided will be carried out in accordance with the Scope of Work.

5.2 Proposals must contain at least, but not necessarily limited to, the following:

- a. Company Profile and Experience:
 - Describe previous work of this type, highlighting experience and expertise within the scope of this project. If the Proponent intends to partner with others to complete certain components, the experience and expertise of those partner companies must be described, citing previous relevant work.
 - Describe the general approach to Occupational Health and Safety, ensuring site security and public safety at the work site.
 - Provide three (3) references for similar works.

- b. Project Team – The Proponent should identify the key personnel, listing the responsibilities of each and outlining their qualifications.
- c. Schedule – Proposals shall include a project schedule indicating anticipated timelines.
- d. Project Understanding – Proposal reflects a clear understanding of the project including:
 - Show how your product meets the desired surfacing material requirements and characteristics described in the Scope of Work.
 - Describe the preparation and repairs to be carried out to make the existing court surfaces suitable as a substrate for the new surface product.
 - Describe the surface product material to be supplied in detail.
 - Describe the Line Striping in detail.

6.0 Evaluation Process

Evaluation of Proposals will be by a committee and may include employees and/or contractors of the RDN. All evaluators will be bound by the same standards of confidentiality.

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

- (a) accept any Proposal which the RDN deems most advantageous to itself;
- (b) reject any and/or all irregularities in a Proposal submitted;
- (c) waive any defect or deficiency in a Proposal that does not materially affect the Proposal and accept that Proposal;
- (d) reject any and/or all Proposals for any reason;
- (e) accept a Proposal which is not the lowest priced Proposal;
- (f) make decisions with due regard to quality of service, experience, compliance with requirements and any other such factors the RDN deems relevant even though such criteria may not have been disclosed to the Proponent;
- (g) cancel or reissue the RFP without any changes for any reason, including in the event that only one compliant Proposal is received, and/or if the pricing submitted in Proposal(s) exceeds the estimated budget for this project; and
- (h) seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

The RDN reserves the right to enter into negotiations with one or more Proponents concerning the terms and conditions of the services to be provided, and expressly reserves the right through such negotiations to request changes, alterations, additions or deletions from the terms of any Proposal received.

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

7.0 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 not being considered. Proponents are asked to structure proposals in sequential order as listed below.

No assumptions should be made that information regarding the Proponent or its participants, their experience, expertise and performance on other projects is known, other than the documentation and responses submitted by the Proponent.

Evaluation Criteria	Points Assigned
Company Profile and Experience <ul style="list-style-type: none"> • The type and number of similar projects undertaken by the Proponent • Plan for securing the site and ensuring public safety during construction • Submit a minimum of (3) three completed projects of similar magnitude completed within the last (2) two years. Include contact information for reference. 	/6
Project Team <ul style="list-style-type: none"> • Experience and qualifications of the project team as it relates to the work outlined in the RFP 	/5
Schedule <ul style="list-style-type: none"> • Proposed schedule 	/8
Project Understanding <ul style="list-style-type: none"> • Completeness and thoroughness of Proposal submitted in response to this RFP • Provide a comparison that demonstrates how your product meets the surfacing material requirements and characteristics described in the Scope of Work. 	/14
Price <ul style="list-style-type: none"> • Submit a completed and executed copy of the attached “Proponent Information and Agreement Form” (Schedule “C”) with your proposal. • All prices shall be expressed in Canadian funds. • Price submitted to be inclusive of all product, labour, equipment, travel, tools, clean-up, and all other expenditures necessary for the performance of the Work, including contractor overhead and profit, excluding GST. 	/12
Warranty <ul style="list-style-type: none"> • Provide complete product and installation warranty details. 	/5

8.0 Negotiation of Contract and Award

If the RDN selects a Preferred Proponent(s), then the RDN will enter into discussions with the Preferred Proponent(s) to clarify any outstanding issues and attempt to finalize the terms of a Contract, including financial terms. If discussions are successful, the RDN and the Preferred Proponent(s) will finalize a contract.

If at any time the RDN reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time then the RDN may terminate discussions, in which event the RDN may then either open discussions with another Proponent or terminate this RFP and retain or obtain the services in some other manner.

8.8 Notice of Award

The anticipated date of notification is July 24th, 2017.

The successful Contractor shall provide the RDN with a Certificate of Insurance, naming the RDN as additional insured, and a WorkSafe Clearance letter, prior to the RDN issuing a Purchase Order.

The successful Contractor will be assigned and assume the responsibilities of the Prime Contractor for the project.

9.0 Enquiries

Further information regarding the specification in this Request for Proposal must be directed in writing to:

Mark Dobbs, Superintendent of Parks Operations and Capital Projects via email to mdobbs@rdn.bc.ca

All questions should be received before the close of the business day on July 17th, 2017.

Regional District of Nanaimo

**REQUEST FOR PROPOSAL
HUXLEY PARK TENNIS COURT SURFACING**

Part “B”

1. Scope of Work

The scope of work shall include the following:

- 1.1. All required repairs and preparations to existing courts (substrate) as necessary to receive the new surfacing product to the manufacturers’ requirements.
- 1.2. Supply and installation of an interlocking suspended synthetic modular tile system, complete with the application of game lines.
- 1.3. Supply maintenance instructions for the system.
- 1.4. Repair, or supply and install new net posts (supports) as required.

2. Product Characteristics and Performance Requirements

- 2.1. **Service Conditions** – The product shall be designed for an exterior application with exposure to all environmental conditions, and all weather use.
- 2.2. **Storm Water** - The end product will be designed to address surface rainwater or runoff and be quick drying. No water will be allowed to pond on the playing surface of the courts.
- 2.3. **Net Support System** - Net supports will conform to Tennis Canada Standards and/or regulations.
- 2.4. **Top Playing Surface** – The speed of the surface will be designed for standard mid-range tennis players. The layout of courts and lines will conform to Tennis Canada standards and/or regulations.
- 2.5. **Colors** – Tennis green inside; tennis red outside.

3. Supplemental Contract Requirements and General Terms and Conditions for Service

3.1. Form of Contract and Contract Documents

The form of Contract will be the RDN’s Purchase Order, the RDN’s Contractor Services Agreement, the RFP Document, the successful Proposal, the Proponent Information and Agreement Form, and all Addenda issued by the RDN.

3.2. Payment

Payment will be made subject to substantial completion and inspection of the work to the satisfaction of the RDN, net thirty 30 days from invoice date.

3.3. Holdback 10%

All payments will be subject to a 10% holdback as per the Province of BC Builders Lien Act.

3.4. Indemnity

The Contractor will indemnify and save harmless the Regional District from any and all losses, claims, damages, or expenses arising from or due to the negligence of the Contractor in performing the Services or the Contractor’s breach of this Agreement.

3.5. **Timeline**

Work shall be substantially complete by September 30th, 2017 as a requirement of grant funding.

3.6. **Work Safe**

- (a) The successful Contractor agrees to be designated as the Prime Contractor per WorkSafe BC OH&S Regulations and shall be responsible for safety management of all persons who are present within the boundaries of the Work site including but not limited to the Contractors workers, Subcontractor workers, the Owner, and any inspector or agent appointed by any of them.
- (b) The Contractor and any sub-contractors must be registered in good standing with WorkSafe BC, in which case WorkSafe BC coverage must be maintained for the duration of the Contract. The Contractor agrees and shall:
- Provide at its own expense the necessary WorkSafe BC compensation coverage for all its employees and partners employed or engaged in the execution of the Service;
 - Remain current with all assessment reporting and payments due thereunder and shall comply in every respect with the requirements of the Workers' Compensation Act and Regulations; and
 - Be solely responsible for ensuring that all sub-contractors have proper Work Safe BC coverage.

3.7. **Insurance Requirements**

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

- i. Commercial General Liability and Property Damage
\$2,000,000.00
- ii. Automobile Insurance (owned and non-owned)
\$2,000,000.00

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

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

Provide to the RDN at the commencement of the Term, and at any time during the Term upon request, a certificate or certificates of insurance as evidence that the insurance required under the Contract is in force.

Maintenance of such insurance and the performance by the Provider of its obligation under this clause shall not relieve the Provider of liability under the indemnity provisions under the Contract.

3.8. 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 adjacent park facilities beyond the tennis courts.

3.9. Site Conduct

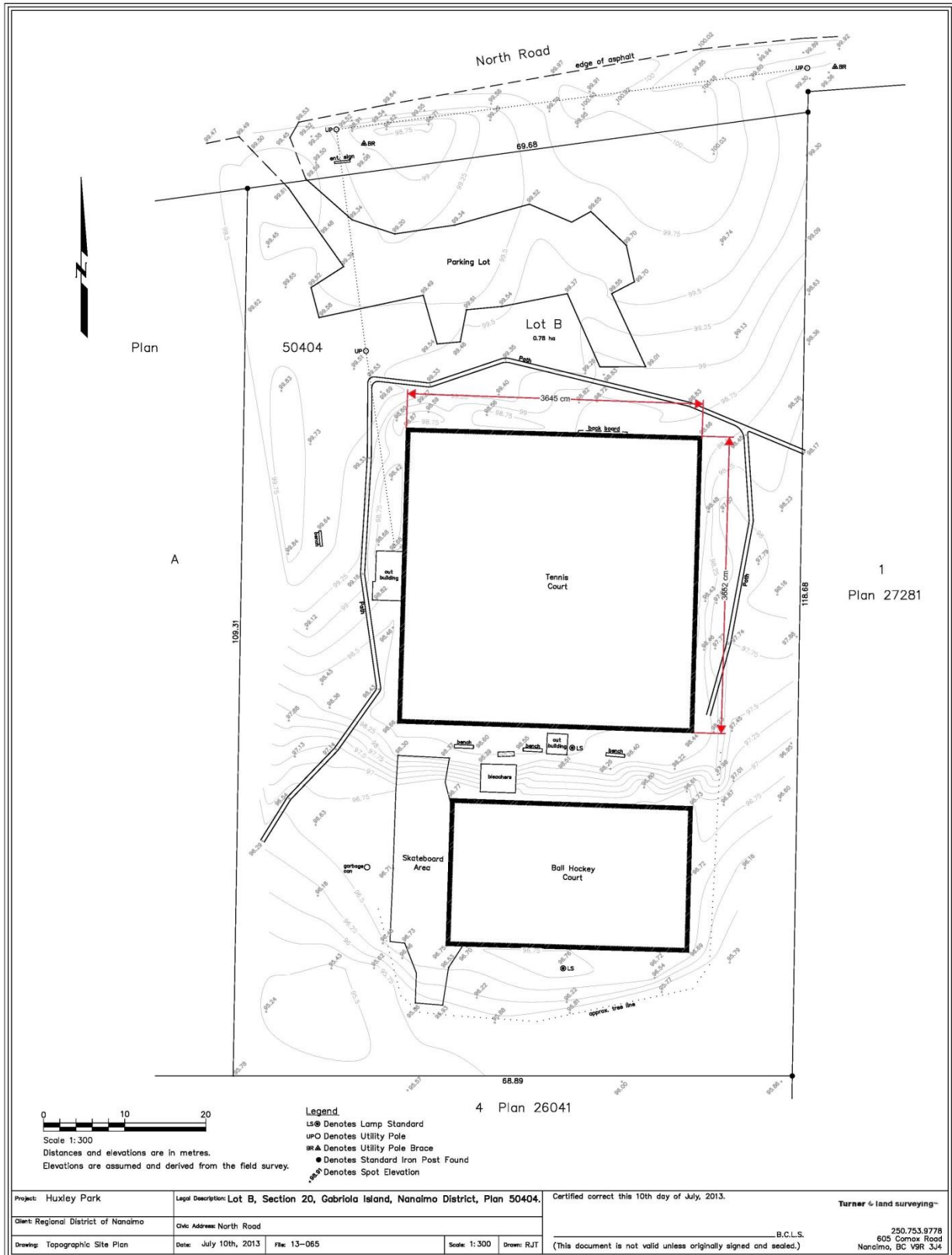
All Contractor's personnel or sub-contractors, while working in and around the RDN's Work sites, shall act in a professional manner. The Contractor is to enforce proper discipline and decorum among all Contractors' personnel or sub-contractors on the Work site(s). If the RDN determines, in its sole discretion, 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.

The Contractor shall abide by all Federal, Provincial, and Regional District laws, bylaws and requirements while carrying out RDN Work.

3.10. 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.

APPENDIX A – PARK SURVEY PLAN



Project: Huxley Park	Legal Description: Lot B, Section 20, Gabriola Island, Nanaimo District, Plan 50404.
Client: Regional District of Nanaimo	Civic Address: North Road
Drawing: Topographic Site Plan	Date: July 10th, 2013 File: 13-065

Certified correct this 10th day of July, 2013.

Turner & land surveying-

B.C.L.S.
 250.753.9778
 605 Cormox Road
 Nanaimo, BC V9R 3J4

(This document is not valid unless originally signed and sealed.)

APPENDIX B – EXISTING TENNIS COURT SITE PHOTOS



APPENDIX C – 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 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 Part "A" and Part "B", and have conducted such other investigations as were prudent and reasonable in preparing the proposal. We agree to be bound by statements and representations made in our proposal.

Signature of Authorized Representative: _____

Printed Name of Authorized Representative: _____

Title of Authorized Representative: _____

Date: _____

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

Addendum No. 1 Signature _____ Date _____

Addendum No. 2 Signature _____ Date _____

Addendum No. 3 Signature _____ Date _____