

REQUEST FOR PROPOSALS



Public Works Lunchroom and Covered Parking Bays - Demolition and Removal



Closing Date and Time: April 24th, 2024, 2pm Local Time

Project Contact:

Brad Emslie, Capital Works Project Manager

Date Issued: April 9th, 2024

Table of Contents

1. Project Overview	4
2. Project Goals and Objectives	4
3. Non-Mandatory Site Visit.....	5
4. Pre and Post Demolition	6
5. Background	6
6. Definitions	7
7. Content of Proposal.....	7
7.1. APPLICABLE LAWS.....	7
7.2. COPYRIGHT.....	7
7.3. INCONSISTENCY BETWEEN PROVISIONS	8
7.4. HEADINGS	8
7.5. PAYMENT	8
7.6. ENTIRE AGREEMENT	8
8. Request for Proposals Process	8
8.1. NOT A TENDER CALL.....	8
8.2. NO OBLIGATION TO PROCEED.....	8
8.3. ADDENDA AND SUBSEQUENT INFORMATION	8
8.4. ELIGIBILITY.....	8
8.5. CONFLICT OF INTEREST	8
9. Pre-RFP Information and Evaluation.....	9
9.1. COST OF PREPARATION	9
9.2. INTENTION OF THE CITY	9
9.3. REJECTION OF PROPOSALS	9
9.4. EVALUATION CRITERIA.....	9
9.5. SCORED EVALUATION CRITERIA.....	9
9.5.1. EXPERIENCE AND QUALIFICATIONS – 25%	9
9.5.2. APPROACH AND WORKPLAN – 30%.....	10
9.5.3. BUDGET & FEE – 30%.....	10
9.5.4. PROPOSAL SUBMISSION – 15%.....	10
9.6. EVALUATION COMMITTEE	10
9.7. CONFIDENTIALITY OF CITY’S INFORMATION	10
9.8. CLARIFICATION	11
9.9. ACCEPTANCE OF PROPOSAL	11

9.10.	NEGOTIATION DELAY	11
9.11.	INQUIRIES AND CONTACT DURING THE RFP PROCESS.....	11
9.12.	SUBMITTAL DEADLINE AND INSTRUCTIONS.....	12
9.13.	AMENDMENTS TO PROPOSALS.....	12
10.	Proposal Preparation.....	12
11.	Additional Terms.....	13
11.1.	Business License.....	13
11.2.	WorkSafeBC	13
11.3.	Bonding	13
12.	Insurance Protection and Damage.....	13
13.	Reference Documents	13

1. Project Overview

The City of Quesnel is seeking proposals from qualified individuals or firms to carry out abatement of hazardous materials, demolition and removal of **building 1 at 64 Davie Street**. To be considered for this project, proponents must propose an appropriate team, present a workplan for completing the work, and demonstrate suitable knowledge and relevant historical experience. This Request for Proposal (RFP) describes the services sought by the City of Quesnel, the Proposal requirements, and sets out the City's RFP process, evaluation, and selection process.

The Contractor will perform all aspect of the demolition in a controlled and safe manner. Remove and dispose of all interior refuse, abate hazardous materials, and demolition of existing structure including vertical concrete block walls and two concrete walls, approximately 6' in heights, located at the south end of the covered parking bays. Concrete column supports to be made flush with slab. The concrete slab and 4' concrete wall along the west side shall remain intact.

2. Project Goals and Objectives

The intended project outcome is to demolish and remove the old Public Works Lunchroom and Covered Parking Bays to its concrete foundation.

The City has had a Pre-Demolition Hazardous Materials Survey done for the building and is included as **Appendix B**. A qualified contractor in accordance with an approved dismantling plan must abate the building before demolition commences. Disposal of existing hazardous materials identified is the responsibility of the Proponent. The City of Quesnel must be informed in writing of the presence of all hazardous materials identified. All hazardous materials shall be disposed of by the Contractor in a manner approved of by the Province of B.C., WCB and all authorities having jurisdiction. A *Waste Origin Declaration and Fee Waiver Request Form* from the City of Quesnel Landfill is required as proof of disposal for all hazardous waste.

The contractor will be responsible for providing all personnel, equipment, and necessary materials to safely carryout and complete works as outlined below;

- Submit abatement clearance letter from a qualified person that all hazardous materials have been safely contained or removed prior to demolition;
- Submit written proof of disposal of all materials (recycling of the construction materials is encouraged);
- Not damage existing water main located beneath structure.
- Not damage Ground Monitoring Wells;
- Remove demolition waste materials from the project site and legally dispose of them in a manner approved by the Province of B.C. and all authorities having jurisdiction;
- Not allow demolished materials to accumulate on-site;
- Remove and transport the debris in a manner that will prevent spillage on adjacent surfaces and roadways;
- Not burn or burying materials on site;
- Identify and determine the nature and scope of the materials to be disposed of and the lawful disposal of all demolition materials, debris and accumulations; and
- Ensure no fuels, oils, sewage, water runoff, dust or other toxic materials shall enter any soils, ditch, creek or water course.

No items will be salvaged by the Owners from the structure scheduled for demolition after **May 1st, 2024**, after which time, there are no aspects of the contents or structure to be protected and demolition may commence. No on-site sale of demolition, salvage or recyclable material is permitted. All salvaged materials become the property of the Contractor.

All existing trees on or adjacent to the property shall be protected during the demolition work. Existing fencing must remain in place during demolition or deconstruction.

Transportation of waste materials that require the use of the landfill scale must take place during landfill hours of operation.

All permits and licenses necessary for the completion of the work shall be secured by the Proponent. The Contractor shall be responsible for all underground service locates prior to starting work.

The Proponent is responsible for site safety including worker and public safety during all hours for the term of the project. The site shall be secured during the demolition and until all the debris is removed and site is safe for the public. No waste or salvaged materials from other projects or properties shall be placed on the project properties. The demolition schedule shall be arranged so not to interfere with the surrounding public streets, roads or trails. The access road to CN Rail and the old Public Works Shop must remain accessible.

3. Non-Mandatory Site Visit

A non-mandatory site meeting will be held on **Wednesday, April 18th, 2024, at 1:30pm**.

Each Proponent will satisfy itself of the conditions of the site, structures and their surroundings with respect to risks, contingencies and other circumstances, which may influence its proposal, including, without limiting the generality of the foregoing:

- laws and regulations;
- the nature and location of the site;
- general and local conditions of the site, particularly those bearing upon transportation, disposal, handling and storage of materials;
- availability of labor, water, and electric power;
- the character of equipment and facilities required prior to and during the work; and
- all other matters that can in any way affect the progress, performance or cost of work under the Contract.

The Proponent shall not claim, at any time after submission of a Proposal, that there was any misunderstanding of the terms and conditions of the Contract relating to the conditions of the site.

Proponents are advised that all persons visiting the site must provide their own safety equipment (CSA approved safety hard hats, safety boots, and safety glasses). Persons who do not have the proper safety equipment will not be permitted on site.

4. Pre and Post Demolition

Prior to the start of on-site work, the Contractor must meet on-site with representatives of the City to review the methods, procedures, site protection and schedules related to the building demolition. The following will be discussed:

1. Inspect and discuss the condition of the buildings to be demolished.
2. Review and finalize the building demolition schedule.
3. Review and finalize the site protection requirements.
4. Review procedures for noise and dust control.
5. Verify that the utilities have been disconnected and capped prior to starting demolition.
6. Review Hazardous Materials status.

The Proponent shall contact the City to inspect the site after all materials have been removed. A final inspection must be arranged at the completion of the project or no later than **June 15th, 2024**.

5. Background

The old Public Works Covered Parking Bays and Lunchroom Facility, constructed in 1975, is located along the Quesnel River south of the railway tracks on the east side of Davie St..

In 2018 a property condition assessment was conducted which addressed a number of issues related to the building's integrity and health and safety. As a result, the city constructed a new Public Works Facility in 2021.

6. Definitions

“Best Value” means the value placed upon quality, service, past performance, and price.

“Closing Date and Time” means Tuesday, April 24th, 2024, at 2:00 p.m. (PT).

“CAO” means the Chief Administrative Officer of the City of Quesnel.

“Proponent” means a person, firm, or corporation having a direct contract with the City of Quesnel to provide the services outlined in the RFP.

“Contract” means a written agreement between the City of Quesnel and the Successful Proponent resulting from this RFP.

“City” means the City of Quesnel.

“Project” means the Demolition and Removal;

“Proponent” means a party submitting a Proposal to this RFP.

“Proposal” shall mean the Proponent’s submission to the RFP.

“Proposal Review Committee” means the team of qualified staff appointed by the CAO (Chief Administrative Officer) to review and assess Proposals.

“RFP” means this Request for Proposal.

“Request for Proposal” includes the documents listed in the index of the Request for Proposal and any modifications thereof or additions thereto incorporated by addenda before the close of the RFP.

“Successful Proponent” means the Proponent submitting the most advantageous RFP as determined by the City of Quesnel.

7. Content of Proposal

7.1. APPLICABLE LAWS

The law applicable to this RFP shall be the law in effect in the Province of British Columbia. Except for an *appeal from a British Columbia Court to the Supreme Court of Canada, no action in respect to this RFP* shall be brought or maintained in any court other than in a court of the appropriate authority of the Province of BC.

In carrying out its obligations hereunder, the Proponent shall familiarize itself and comply with all applicable laws, bylaws, regulations, ordinances, codes, specifications, and requirements of all regulatory authorities, and shall obtain all necessary licenses, permits and registrations as may be required by law. Where there are two or more laws, ordinances, rules, regulations, or codes applicable to the Works, the more restrictive shall apply. All references in the RFP to statutes and regulations thereto and City bylaws shall be deemed to be the most recent amendments thereto or replacements thereof.

7.2. COPYRIGHT

All designs, drawings, concept drawings, specifications, digital, hard copies, web pages, internet pages, maps and plans commissioned by the City of Quesnel, shall remain the property of the City of Quesnel.

7.3. INCONSISTENCY BETWEEN PROVISIONS

In the case of any inconsistency or conflict between the provisions of the RFP, the provisions of such documents and addenda thereto will take precedence in governing in the following order: (1) addenda; (2) RFP; (3) Special Conditions; (4) Specifications; (5) Drawings; (6) Executed Form of RFP; (7) all other documents.

7.4. HEADINGS

Headings are for convenience only: headings and titles in the RFP are for convenience only and are not explanatory of the clauses with which they appear.

7.5. PAYMENT

Method of payment is governed by City policy as well as applicable federal and provincial law.

7.6. ENTIRE AGREEMENT

The RFP, accepted proposal, and City Contract represent the entire Agreement between the City and the Successful Proponent and supersede all prior negotiations, representations, or agreements either written or oral. The Contract may be amended only by written instrument agreed and executed by the Successful Proponent and the City.

8. Request for Proposals Process

8.1. NOT A TENDER CALL

This RFP is not a tender call, and the submission of any response to the RFP does not create a tender process. This is not an offer to contract by the City.

8.2. NO OBLIGATION TO PROCEED

Though the City fully intends to proceed through the RFP, the City is under no obligation to proceed to the purchase, or any other stage. The receipt by the City of any information (including any submissions, ideas, plans, drawings, models, or other materials communicated or exhibited by any intended Proponent or on its behalf), shall not impose any obligations on the City. There is no guarantee by the City, its officers, employees, or agents that the process initiated by the issuance of this RFP will continue, or that this RFP process or any RFP process will result in a contract with the City.

8.3. ADDENDA AND SUBSEQUENT INFORMATION

Proponents are advised that all subsequent information regarding this RFP including any addendum will be posted on the City's website. Addenda may be issued up to 48 hours prior to the Closing Date and Closing Time. After this time, the RFP will be considered complete, and no further Addenda will be issued.

8.4. ELIGIBILITY

Proposals will not be evaluated if the Proponent's current or past corporate or other interest may, in the City's opinion, give rise to a conflict of interest in connection with the RFP.

8.5. CONFLICT OF INTEREST

Any potential or perceived conflict of interest must be disclosed to the City in writing together with the proposal documents. Any conflict of interest identified will be considered and evaluated by the City. The City has the sole discretion to take the steps it deems necessary to resolve the conflict. If during the term of the Contract, a conflict or risk of conflict of interest arises, the Proponent will notify the City immediately, in writing, of that conflict or risk and take any steps that the City requires to resolve the conflict.

9. Pre-RFP Information and Evaluation

9.1. COST OF PREPARATION

Any cost incurred by the Proponent in the preparation of this Proposal will be borne solely by the Proponent.

9.2. INTENTION OF THE CITY

The Proponent that submits to the City the most advantageous Proposal and which represents the interests of the City, best overall, may be awarded the contract. The City reserves the right to accept or reject all or part of the RFP, however, the City is not precluded from negotiating with the Successful Proponent to modify its Proposal to best suit the needs of the City.

9.3. REJECTION OF PROPOSALS

The City reserves the right to reject, at the City's sole discretion, any, or all Proposals, without limiting the foregoing, any Proposal which:

- is incomplete, obscure, irregular, or unrealistic;
- has non-authorized (not initialled) erasures or corrections in the Proposal or any schedule thereto;
- omits or fails to include any one or more items in the Proposal for which a price is required by the RFP;
- fails to complete the information required by the RFP to be furnished with a Proposal; and /or
- fails to complete the information required whether the same purports to be completed or not.

Further, a Proposal may be rejected based on the Proponents past performance, financial capabilities, completion schedule and compliance with Federal, Provincial, and/or Municipal legislation. As it is the purpose of the City to obtain a Proposal most suitable to its interests and what it wishes to accomplish, the City has the right to waive any irregularity or insufficiency in any Proposal submitted and to accept the Proposal which is deemed to provide the best value to the City.

9.4. EVALUATION CRITERIA

Proposals will be checked against the mandatory criteria. Proposals not meeting all mandatory criteria will be rejected without further consideration. If all submissions do not meet the City's mandatory criteria, it shall remain the City's sole discretion to evaluate submissions and reject all or award to the Proponent with the highest overall ranking.

9.5. SCORED EVALUATION CRITERIA

Proposals meeting the mandatory requirements will be further evaluated based on predetermined criteria and weighting as detailed below:

9.5.1. EXPERIENCE AND QUALIFICATIONS – 25%

- Specialties or capabilities of the Proponent.
- Provide evidence of being able to successfully perform this work.
- Credentials of staff or subcontractors assigned to this project.
- Demonstrated experience with demolition and removals of similar structures.
- Relevant references included with submission and feedback received if contacted.

9.5.2. APPROACH AND WORKPLAN – 30%

- Explanation of the approach and workplan to be used for the demolition and removals.
- Schedule and dates identifying project work phases.
- List equipment that will be used for the demolition and disposal.

9.5.3. BUDGET & FEE – 30%

- How reasonable the budget is for each aspect of the proposal and the proposed fee for the work identified?
- The fee is competitive with regards to the project budget and other proposals received.
- The breakdown of the proposed fee/budget is explained in detail.

9.5.4. PROPOSAL SUBMISSION – 15%

- Completeness and clarity of the proposal.
- Quality of the proposal.
- Proposal should be 25 pages or less.

	Points
Experience and Qualifications	25
Approach and Workplan	30
Budget & Fees	30
Proposal Submission	15
Total	100

9.6. EVALUATION COMMITTEE

Evaluation of Proposals may be made by an Evaluation Committee formed by the City.

Awards will be made based on the best value offered, and the best value will be determined by the City. The quality of the service to be supplied, the conformity with the specifications, the suitability to requirements, guarantee clauses, and references shall all be taken into consideration.

9.7. CONFIDENTIALITY OF CITY'S INFORMATION

All Proponents and any other persons who, through this RFP process, gains access to the City's confidential financial information, are required to keep strictly confidential all information which in any way reveals confidential business, financial or investment details, programs, strategies, or plans learned through this RFP process. This requirement will continue with respect to such information learned by the Successful Proponent, if any, over the course of any contract for service which arises out this RFP process. Information pertaining to the City obtained by the Proponent because of participation in this process is confidential and must not be disclosed without written authorization of the City.

9.8. CLARIFICATION

The City reserves the right to seek Proposal clarification with the Proponents to assist in making evaluations.

The City reserves the right to:

- consider and analyze Proposal submissions;
- reject any Proposal it considers not in its best interest;
- to meet with the Proponents, either individually or collectively, to discuss the RFP and their submissions;
- after identifying the preferred Proponent, to negotiate any changes, amendments, or modifications with the preferred Proponent, without offering the other Proponents the right to amend their Proposals;
- to cancel the RFP at any time without incurring liability to any Proponent;
- to reject any or all Proposals;
- to accept any Proposal whether complete or not;
- not to accept the Proposal with the lowest fee; and/or
- to alter any aspects of the RFP in its sole discretion.

It is the nature of the RFP process that the RFP and/or the Proposal in response to the RFP will not constitute a binding Contract but will only form the basis for the Services Contract and does not mean that the Proposal is necessarily acceptable in the form submitted.

9.9. ACCEPTANCE OF PROPOSAL

The City shall not be obligated in any manner to any Proponent whatsoever until a written agreement has been duly executed relating to an approved Proposal. No act of the City other than written notice signed by the City's Corporate Officer shall constitute an acceptance of a Proposal. Such acceptance shall bind the Successful Proponent to execute in a manner satisfactory to the City.

9.10. NEGOTIATION DELAY

If a written Contract cannot be negotiated within 30 days of notification to the Successful Proponent, the City may, at its sole discretion at any time, thereafter, terminate negotiations with that Proponent and either negotiate a Contract with the next qualified Proponent or choose to terminate the RFP process and not enter into a Contract with any of the Proponents.

9.11. INQUIRIES AND CONTACT DURING THE RFP PROCESS

General inquiries related to this RFP are to be directed to:

Brad Emslie, Capital Works Project Manager

bemslie@quesnel.ca

Please use subject line: **RFP Public Works Lunchroom and Covered Parking Bays - Demolition and Removal**

Proponents shall carefully examine the RFP documents and shall fully inform themselves as to the intent, existing conditions and limitations which may affect their Proposal submission. No consideration will be given after submission of a Proposal to any claim that there was any misunderstanding with respect to the conditions imposed.

Proponents finding discrepancies or omissions in the Contract or RFP or having any doubts as to the meaning or intent of any provision should immediately notify the above-noted project contact.

If there are any changes, additions, deletions to the Proposal scope, conditions or closing date, an Addendum issued by the City will be posted on the City website (www.Quesnel.ca). All Addenda are to become part of the Proposal documents. Verbal discussion with City staff shall not become part of the RFP or modify the RFP unless confirmed by written Addendum.

Inquiries and responses will be recorded and may be distributed to all Proponents at the City's option. Questions will not be accepted or answered within 48 hours of the Closing date and time.

9.12. SUBMITTAL DEADLINE AND INSTRUCTIONS

Delivery of Proposals to Brad Emslie at bemslie@quesnel.ca will be acknowledged as received through a reply e-mail confirming receipt of the proposal, stating the full document has been received in a satisfactory format. This acknowledgement does not include any automatic replies from the receiving e-mail. The proponent is responsible for ensuring they receive confirmation of receipt. The City shall not, under any circumstances, be responsible for delays caused by failure the documents. All Proposals and any amendments thereto must be acknowledged as received prior to the closing date and time.

Proposals must be received by 2:00 p.m. (local Quesnel time) on April 24th, 2024, by:

Brad Emslie, Capital Works Project Manager at bemslie@quesnel.ca

SUBJECT LINE OF EMAIL MUST clearly state: 1) name of proponent and 2) program title.

XYZ Company

RFP Public Works Lunchroom and Covered Parking Bays - Demolition and Removal

9.13. AMENDMENTS TO PROPOSALS

A Proponent may amend or revoke a Proposal by giving written notice to the City delivered by e-mail to bemslie@quesnel.ca. Any amendments received after the Closing Date and Closing Time will not be considered and shall not affect a Proposal, as submitted.

An amendment or revocation must be delivered by an authorised signatory of the Proponent.

If a proposal amendment is not acknowledged as received by the City, it is the proponent's responsibility to contact the City to ensure the amendment is received before the Closing Date and Closing Time. The City shall not be liable to any Proponent for any reason if an email is not properly received.

10. Proposal Preparation

Please follow the following format for proposal submissions:

Title page Showing proponent's contact information.

Methods: Detailed description of proposed workplan as per section 9 above.

Timeline: Proposed timeline of project. (Project must be complete by June 15th, 2024)

Budget: Proposed budget and proposed fee schedule tied to deliverables and timelines.

Personnel: A complete listing of all personnel that will be involved in the project, a brief description of their background, their role in the project, and descriptions of similar relevant work completed. Samples of similar relevant references are preferred.

11. Additional Terms

11.1. Business License

The successful proponent must possess a City of Quesnel business license and will be required to provide evidence of same at contract start.

11.2. WorkSafeBC

The proponent must be registered and remain in good standing, throughout the terms of this contract with WorkSafeBC and will be needed to provide evidence of the same at contract start.

11.3. Bonding

The preferred proponent will be required to provide a Labour and Materials Payment Bond, and a Performance Bond, each in 50% of the contract price. A Bid Bond is not required.

12. Insurance Protection and Damage

The proponent shall, at their own expense, provide and maintain to the Municipality until the completion of the contract the following insurance in a form acceptable to the Municipality with an insurer licensed in British Columbia:

Commercial General Liability \$5,000,000.00

Automobile Liability Insurance \$2,000,000.00

The proponent shall be responsible for any deductibles or reimbursement clauses within the policy.

The proponent shall be responsible for ensuring that their insurance policy covers.

13. Reference Documents

Appendix A – Public Works Facility – Site Plan

Appendix B – Pre-Demolition Hazardous Materials Survey

Quesnel Landfill – Waste Origin Declaration and Fee Waiver Request