



REQUEST FOR EXPRESSIONS OF INTEREST – 5168 EOI

**5168 EOI – STREET VEGETATION CONTROL SERVICES
FOR IDENTIFIED CITY STREET**

Expressions of Interest will be received at the Information Counter, Main Floor, Richmond City Hall, addressed to the Purchasing Section, 6911 No. 3 Road, Richmond, BC, V6Y 2C1, **until 12:00 noon, local time, on Thursday, April 10th, 2014** (the “Closing Date/Time”).

All queries related to this Request for Expression of Interest shall be submitted in writing to the attention of:

Sharon Bentley, Buyer II

email: purchasing@richmond.ca

The deadline for all enquiries is **12:00 noon, local time on Friday, April 4th, 2013.**

The City reserves the right not to respond to inquiries received after this deadline.

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1.0 Introduction

- 1.1. The City of Richmond (the “City”) is looking for Street Vegetation Control Services and invites responses to this Expressions of Interest (“EOI”) from qualified contractors experienced in the removal of weeds using hot water treatments on municipal sidewalks and medians.

2.0 Background

- 2.1. In accordance with the City Bylaw banning the cosmetic use of pesticides, the City Parks department is looking for a service provider of Non- herbicidal weed control using hot water treatment.

3.0 Objectives

- 3.1. Provide a Weed Free appearance in hot water treated areas. Areas treated will be maintained to keep the weed free appearance throughout the season. (May 1st to October 1st).

4.0 Definitions

- 4.1. Throughout this EOI the following definitions apply:
 - a) “Expression of Interest” means a statement of qualifications submitted in response to and according to the terms of this Request for Expressions of Interest;
 - b) “Respondent” means an individual or a company (vendor) that submits, or intends to submit, a Response;
 - c) “Response” or “Submission” means an Expression of Interest and
 - d) “Weed Free” means weeds will not be noticeable while driving through treated area.

5.0 Scope

- 5.1. Removal of weed growth using hot water along City roadway hard surfaces. Including: curbs, sidewalks, brick pavers, medians, traffic islands and tree circles.
- 5.2. Removal and disposal of dead weed growth after area has been treated.
- 5.3. No damage allowed on existing trees and landscape plantings.
- 5.4. Locations with high traffic volumes require treatments to happen during night time hours.

- 5.5. Follow WorkSafe BC guideline to ensure a safe worksite especially, working on roadways and sidewalks.
- 5.6. Provide schedule to Parks Supervisors prior to the treatment.
- 5.7. Does not include removal of grass encroachment from adjoining turf area.
- 5.8. Areas to be treated are located in Appendix A.

6.0 Pre-qualification Process

- 6.1. Interested parties are required to respond to this Request for Expressions of Interest in accordance with the terms of this EOI.
- 6.2. In the first phase of this potential two-phase process, responses to the EOI are being requested in order to afford the City the opportunity to evaluate Respondent's expertise and to select a shortlist that may be invited to submit a proposal in response to a Request for Proposals. This EOI process is aimed at encouraging businesses with the required level of experience and expertise to participate.

7.0 Requests for Proposals

- 7.1. Respondents, who are pre-qualified as a result of this EOI process, may be invited to submit proposals, if required, to a Request for Proposals ("RFP") from the City. The City anticipates that, if required, the RFP will be distributed three to four weeks following the completion of the EOI process.

8.0 Qualification Criteria

- 8.1. The successful Respondent shall have the ability to accomplish all three objectives listed in section 3.0 above and perform the three tasks concurrently.
- 8.2. The successful Respondent shall have demonstrated experience working with local governments, and previously and successfully completed projects of a similar size and complexity to the scope of work described in this EOI.

9.0 Submission Details

- 9.1. Respondents are requested to submit 3 (three) hard copies and 1 (one) soft copy of their EOI marked "5168 EOI – Street Vegetation Control Services for Identified City Streets" to the Purchasing Division, Information Counter, Main Floor, Richmond City Hall located at 6911 No. 3 Road, Richmond, BC V6Y 2C1. Submissions will be received on or before:

12:00 noon, local time, on Thursday, April 10th, 2014

- 9.2. Submissions will be evaluated at the discretion of the City based upon the information contained in the submissions. Questions relating to this EOI may be directed to Sharon Bentley, Buyer II, Finance Department by email to purchasing@richmond.ca. Inquiries and responses relating to the EOI will be posted on BC Bid (<http://www.bcbid.gov.bc.ca/open.dll/welcome?language=En>) and the City's website (<http://www.richmond.ca/busdev/tenders.htm>). It is the sole responsibility of each Respondent to check these sites on a regular basis for amendments, addendums, or questions related to this EOI.
- 9.3. Note: Any submission will not necessarily be accepted. Respondents are advised they have no claim for compensation in the preparation of their submissions and that by submitting an EOI, each Respondent shall be deemed to have agreed that it has no claim. All submissions received by the City shall be subject to the *Freedom of Information & Protection of Privacy Act* of British Columbia.

10.0 Format Requirements

- 10.1. Responses submitted shall consist of:

I. Title Page (1 page)

- a. The title page should identify the EOI number identified on the cover page of these pre-qualification documents, Closing Time (as specified in section 9.1), Respondent's name, address, telephone number fax number, email address and contact person's name.
- b. Table of Contents/Index

II. Corporate Experience:

- a. Describe the type of company (for example: corporation, partnership, sole proprietor) and if a joint venture, clearly state this and state who the joint venture parties are and identify who is acting as the lead.
- b. Describe the company/entity size, depth and annual sales volume (in dollars).
- c. Provide client references, where possible.
- d. Provide a history of litigation or claims made against the Respondent during the 3 (three) years immediately prior to the Closing Time.

III. Corporate Capability:

- a. To assist the City in developing a project budget respondents are requested to provide the City with an estimated lump sum pricing (subtotal/ PST/GST/ total) for all the areas in appendix A.
- d. Provide a certificate of existing commercial general liability insurance and Worksafe BC document.

IV. Completed and Current Projects:

- a. List 3 (three) relevant projects, name of client, value of the projects, company personnel involved and client/owner references with contact names and telephone numbers.

V. Outline of Services to be Provided:

- a. Provide a brief discussion of your methodology and approach to providing the requirements.

11.0 Review of Submissions

- 11.1. The City will review the responses to this Request for EOI to determine whether, in the City's opinion, the Respondent has demonstrated that it has the required experience and qualifications to fulfill the obligations of the services identified in this EOI.

12.0 Inquiries

- 12.1. City, in its sole discretion and without having any duty or obligation to do so, may conduct any inquiries or investigations, including but not limited to contacting references, to verify the statements, documents, and information submitted in connection with the Proposal and may seek clarification from the Respondent's bankers and clients regarding any financial and experience issues.
- 12.2. Subsequent to the receipt and review of responses the City reserves the right to issue a RFP for all or any part of the requirement described herein or to negotiate with any Respondent or with any number of Respondents concurrently for the purpose of entering into an agreement or to cancel this process in its entirety.

13.0 Non-Conforming Submissions

- 13.1. Submissions which fail to conform to the Format Requirements or which fail to conform to any other requirement of these Documents may be rejected by the City. Notwithstanding the foregoing or any other provision of these Documents. The City may at its sole discretion elect to retain for consideration Proposals which deviate either materially from the format requirements set out in hereto or

which otherwise fail to conform to any other requirement of these EOI's except the requirement of delivery of the Proposal prior to Closing Time.

14.0 Notifications and RFP Process

- 14.1. Following the Closing Time, the City will only notify those Respondents who are selected as being pre-qualified and may be invited to submit their proposal under an RFP process, if required.
- 14.2. The City will not accept any response from a shortlisted respondent to any further call for proposals that clearly identifies a change in the respondent's initially proposed team.
- 14.3. The City may unilaterally take the following actions, and shall not be liable for any such actions:
 - a) amend the scope and description of the services to be procured under any RFP process as described in this EOI, and the qualifications that may be required to meet those requirements. In such event, proposals may be invited from those Respondents who meet the resulting amended requirements;
 - b) reject or accept any or all Submissions;
 - c) cancel the EOI process at any time and reject all responses; or
 - d) cancel the EOI process and start an RFP process with the same or an amended set of documents, information and requirements.
- 14.4. Subsequent to the receipt and review of the Responses, the City reserves the right, in its sole discretion, to issue a RFP for all or part of the requirements described herein or to enter into negotiations with any Respondent or with any number of Respondents for the purpose of entering into an agreement, or to cancel this process in its' entirety.**
- 14.5. The Respondent acknowledges and agrees that any submission is in no way whatsoever, an offer to enter into an agreement and a submission by any Respondent does not in any way whatsoever create a binding agreement. The Respondent acknowledges that the City has no contractual obligations whatsoever arising out of the EOI process.
- 14.6. The Respondent acknowledges and agrees that the pre-qualification of a Consultant pursuant to this EOI is only a preliminary step in the City's procurement process. Each successful Respondent will be evaluated further under any subsequent RFP (if required) evaluation process.

15.0 Information Disclaimer

- 15.1. The City and its directors, officers, employees, agents consultants and advisors are not liable or responsible for any oral, verbal or written information, or any advice, or any errors or omissions, which may be contained in this EOI or otherwise provided to the Respondent or Consultant pursuant to this EOI.
- 15.2. The Respondent shall conduct its own independent investigations and interpretations and shall not rely on the City with respect to information, advice, or documentation provided by the City. The information contained in this EOI is provisional and will be superseded by the RFP and/or other agreement documents.
- 15.3. The City makes no representation, warranty, or undertaking of with respect to this EOI and the City and its directors, officers, employees, agents, consultants and advisors, shall not be liable or responsible for the accuracy or completeness of the information in this EOI or any other written or oral information made available to any interested person or its advisors, and any liability however arising, is expressly disclaimed by the City.

16.0 Intent to Enter Into an Agreement

- 16.1. By submission of an EOI, the Respondent agrees that, should it be identified as the successful respondent, it is willing to enter into agreements subject to negotiations, if required, as necessary to complete the transactions contemplated in the Respondent's Response to this Request for EOI.

17.0 Modification of Terms

- 17.1. The City reserves the right to modify the terms of this EOI at any time at its sole discretion. This includes the right to cancel this EOI at any time without liability to any Respondent.

18.0 Ownership of Submissions

- 18.1. All documents submitted to the City, including Expressions of Interest, and any drawings, plans and models (as applicable), become the property of the City and will not be returned to Respondents. They will be received and held in confidence by the City, subject to the provisions of Section 15.0.

19.0 Right to Not Accept Any EOI

- 19.1. The City reserves the right to not accept any EOI and is not bound to enter into an agreement with any Respondent or issue a Request for Proposal. In the event that no EOI is selected, the City will declare the EOI terminated, in which case the City reserves the right to enter into negotiations with any party, regardless of whether or not such party previously participated in the EOI.

20.0 No Commissions

20.1. The City will not pay any commission to any Respondent or any agent acting on behalf the Respondent in connection with any transaction arising from the EOI. Any agent working with or for an interested party is assumed to be compensated by the Respondent.

21.0 Use of this Request for Expressions of Interest

21.1. This document, or any portion thereof, may not be used by others for any purpose other than for the submission of Expressions of Interest.

22.0 Confidentiality, Freedom of Information and Protection of Privacy

22.1. All submitted EOIs shall become the property of the City. The City reserves the right to release information to the public about the EOIs received and any agreement(s) entered into. As the property of the City, EOIs will be considered government records, which are public documents and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia. However, any commercial information that could cause potential economic harm to a Respondent's business interests should be identified as such.

22.2. Information pertaining to the Site obtained by the Respondent as a result of participation in this EOI is confidential and must not be disclosed without written authorization from the City.

23.0 No Claim for Compensation of Expenses

23.1. The City is not liable to pay such costs and expenses or to reimburse or compensate a Respondent under any circumstances.

23.2. As such, Respondents are advised they are responsible for bearing all costs of preparing and submitting an EOI and any subsequent discussions with the City. Respondents shall have no claim for compensation in the preparation of their submissions and by submitting an EOI, each Respondent shall be deemed to have agreed that it has no claim.

24.0 Conflict of Interest

24.1. Respondents are responsible for ensuring that any and all conflicts of interest or potential conflicts of interest are disclosed in their Submission. Failure to disclose a conflict of interest may result in the rejection of the EOI.

25.0 No Solicitation

25.1. If any directors, employees, officers, agents, consultants, or representatives, or other representative of a Respondent makes any representation or solicitation offering a personal benefit to any officer, employee, agent, consultant, or elected

official of the City, concerning the Respondent's EOI, the City reserves the right to reject the Respondent's Response to this Request for EOI.

26.0 No Lobbying

26.1. From the date on which this EOI is issued until the EOI process is terminated, Respondents (including any directors, employees, officers, agents, consultants, or representatives) should not communicate with the City, directly or indirectly, about the EOI except via the designated Contact Person in Section 9.2.

27.0 Publicity

27.1. Respondents must not issue any news release or other public announcement that discloses details of this Request for EOI, or the Respondent's Response to this EOI, without the prior written consent of the City.

City of Richmond
 5168 EOI- Street Vegetation Control for Identified City Streets
 Appendix A

	Street	From	To	Treated
1	Alderbridge	#3	Westminster	Sidewalks
2	Lansdowne	Garden City	Minoru	Sidewalks
3	Westminster	#1	Garden City	Sidewalks
4	Westminster	#1	Garden City	Medians
5	Cook	#3	Garden City	Sidewalks
6	Cooney	Granville	Lansdowne	Sidewalks
7	Buswell	Granville	Westminster	Sidewalks
8	#3	Granville	Westminster	Sidewalks
9	Minoru	Granville	Alderbridge	Sidewalks
10	Park	#3	Cooney	Sidewalks
11	Ackroyd	#3	Arcadia	Sidewalks
12	Arcadia	Westminster	Lansdowne	Sidewalks
13	St. Albans	Granville	Blundell	Sidewalks
14	Steveston	#5	No.1	Sidewalks
15	Moncton	No.2	Third Ave	Sidewalks
16	Chatham	No.1	Seventh Ave	Sidewalks
17	No.1	Steveston	Bayview	Sidewalks
18	First Ave	Chatham	Bayview	Sidewalks
19	Second Ave	Chatham	Bayview	Sidewalks
20	Third Ave	Chatham	Bayview	Sidewalks
21	Bayview	First Ave	Third Ave	Sidewalks
22	No.5	Steveston	River Road	Sidewalks
23	Shell	Alderbridge	River Road	Sidewalks
24	No.4	Cambie	Steveston	Sidewalks
25	Garden City	Williams	Cambie	Sidewalks
26	No.3	Steveston	Granville	Sidewalks
27	No.3	Westminster	Bridgeport	Sidewalks
28	Gilbert	Steveston	Bridge	Sidewalks
29	NO.2	Moncton	Bridge	Sidewalks
30	Railway	Moncton	Granville	Sidewalks
31	No.1	Steveston	River Road	Sidewalks
32	Bridgeport	No. 5	No. 3	Sidewalks
33	Cambie	No. 3	No. 5	Sidewalks
34	Granville	Garden City	No. 1	Sidewalks
35	Blundell	No. 5	West End	Sidewalks
36	Francis	No. 4	The Park	Sidewalks
37	Williams	NO. 5	The Park	Sidewalks