



City of Coquitlam
REQUEST FOR PROPOSALS
RFP No. 14-02-07

Flagging and Traffic Control Services

Proposals will be received on or before 2:00 pm local time

Tuesday, April 22, 2014

(Closing date and time)

Obtaining RFP Documents

RFP Documents are available for downloading from the City of Coquitlam's website:

www.coquitlam.ca/BidOpportunities

Printing of RFP documents is the sole responsibility of the Proponents.

Addenda

Proponents are required to check the City's website for any updated information and addenda before the closing date at the City website: www.coquitlam.ca/BidOpportunities

Proposals Submissions

The City reserves the right to accept or reject any or all Proposals or accept a Proposal deemed to be in the best interest of the City.

The City will not be responsible for any costs incurred by Proponents in preparing a response.

D. Trudeau, Purchasing Manager

Issue Date: April 3, 2014

DEFINITIONS

“Contract” means the contract for services or City Purchase Order that will be issued to formalize with the successful Proponent through negotiation process with the City based on the proposal submitted and will incorporate by reference the Request for Proposals, and any additional subsequent information, any addenda issued, the Proponent’s response and acceptance by the City.

“City” means City of Coquitlam.

“Contractor” means the person(s) firm(s) or corporation(s) appointed by the City to carry out all duties, obligations, work and services described in the Request for Proposal and all associated documentation, which may also include mutually agreed revisions subsequent to submission of a Proposal. Both “Contractor” and “Proponent” are complementary in terms of duties, obligations and responsibilities contemplated at the Request for Proposals stage, through evaluation process, execution and performance of the services and works.

“Proponent” means responder to this Request for Proposals.

“Proposal” means the submission by the Proponent.

“RFP” “Request for Proposals” shall mean and include the complete set of documents, specifications, and addenda incorporated herein, and included in this Request for Proposals.

“Services” means and includes the provision by the successful Proponent of all services, duties and expectations as further described in this RFP.

“Supply” “Provide” shall mean supply and pay for and provide and pay for.

“Shall” “Must” “Will” “Mandatory” means a requirement that must be met.

“TCP” means a Traffic Control Person who is currently certified by the BC Construction Safety Alliance to perform traffic control work.

“Traffic Control Manual” means the Traffic Control Manual on Roadways by the Ministry of Transportation BC
(http://www.th.gov.bc.ca/publications/eng_publications/TCM/Traffic_Control_Manual.htm)

“Work(s)” shall unless the context otherwise requires, mean the whole of the work, tools, materials, labour, equipment, travel, and all that is required to be done, furnished and performed by the Contractor.

1. INSTRUCTIONS TO PROPONENTS

1.1. Description of Services

The City of Coquitlam (“City”) requests Proposals from professional, qualified, certified, and experienced companies for the provision of **Flagging and Traffic Control Services** at various locations on City streets on an “**as and when required**” basis.

Approximately half of the City’s flagging requirements are to support our Capital Construction (Cap Con) crew who work a compressed forty (40) hour work week. This compressed work week is Monday through Thursday (see Section 3.6 Hours of Work – Cap Con). It is the City’s intention to partner with a Contractor who can provide the service to our Cap Con crew at straight time rates.

Also refer to:

- Appendix A – Certificate of Insurance

1.2. Term of Contract

The contract will commence approximately May 1, 2014.

The initial term will be for approximately one and half years (1 ½) years and remain in effect to December 31, 2015.

Upon mutual agreement the Contract may be extended for three (3) or more additional one (1) year terms.

1.3. Closing Date & Time

Proposals will be received by the City of Coquitlam on or before 2:00 pm local time:

Tuesday, April 22, 2014

1.4. Instructions for Proposal Submission

Proposal submissions are to be uploaded through Qfile, the City’s file transfer service accessed at website:

<http://qfile.coquitlam.ca/bid>

1. in the “Subject” field enter: RFP Number and Name
2. Add files in .pdf format and Send (ensure your web browser remains open and you receive 2 emails from Qfile to confirm upload is complete)

Proposals submitted shall be deemed to be successfully received when displayed as new email in the in-box of the City email address. The City will not be liable for any delay for

any reason including technological delays, or issues by either party's network or email program, and the City will not be liable for any damages associated with Proposals not received.

The City reserves the right to accept Proposals received after the closing date and time but is under no obligation to evaluate.

Proposals will not be opened in public.

Proposals may be withdrawn upon request by an authorized representative of the company sent to email: bid@coquitlam.ca prior to time set as closing time for receiving Proposals.

1.5. Inquiries

All inquiries are to be directed in writing by email quoting the RFP name and number to: bid@coquitlam.ca

Questions are to be submitted in writing 3 business days prior to the closing date.

The City shall determine, at its sole discretion, whether the query requires response, and such responses will be made available to all Proponents by issue of Addenda posted on the City's website that will be incorporated into and become part of the RFP.

No oral conversation will affect or modify the terms of this RFP or may be relied upon by the Proponent.

1.6. Addenda

Proponents are required to check the City's website for any updated information and Addenda issued before the Closing Date at the following website address: www.coquitlam.ca/BidOpportunities

If a change, or additional information related to the original version of the Request for Proposals is warranted, the City's response will be communicated to all Proponents by means of written Addenda prior to the closing date and posted on the City's website.

Upon submitting a Proposal, Proponents are deemed to have received all Addenda posted on the City website and deemed to have considered the information for inclusion in the Proposal submitted.

Should there be any discrepancy in the documentation provided, the City's original file copy shall prevail.

1.7. General Information

Wherever possible, the City wishes to purchase goods and services which represent minimal impact to the environment, or that offer value to a sustainability objective. The City reserves the right to cancel any order or contract in accordance with the terms and conditions specified at their sole discretion.

The City will not assume any responsibility or liability for any costs incurred by the Proponent in the preparation of a Proposal.

1.8. Privacy

Proponents are advised that submissions are subject to the Freedom of Information and Protection of Privacy Act and contents may be disclosed if required to do so pursuant to the Act.

1.9. Prices

All Prices shall be all-inclusive stated in (Canadian Funds) and shall remain **FIRM** for the initial two (2) year term.

1.10. Evaluation Criteria

The criteria for evaluation of the Proposals may include, but is not limited to:

Corporate Experience and Resources

- Qualifications, experience, and demonstrated performance providing similar services
- Capacity
- Qualifications and experience of Subcontractors
- Responsiveness
- Company owned equipment and resources

Technical

- Compliance to stated insurance, WorkSafeBC, and General Conditions
- Health and Safety Program

Financial

- Service rates (regular time, overtime, and equipment)
- Ability to provide a straight time rate for Cap Con crews working extended daily hours
- Rates for Traffic Plans
- Rates to certify City staff as TCP's
- Value added

And, upon selection of one or more lead proponent(s):

- Interviews may be conducted
- references may be contacted

The Proponents agree that upon submission of their proposal, the City may disclose the name of their company. However, no prices, scores, weights or totals will be provided to any Proponents.

1.11. Negotiation

The City reserves the right, prior to contract award, to negotiate changes to the scope of the services or to the contract documents (including pricing to meet budget) with the proponent or any one or more proponents, proposing the “best value” without having any duty to advise any other proponent or to allow them to vary their proposal as a result of changes to the scope of the services or to the contract documents; and the City may enter into a changed or different contract with the proponent(s) proposing the “best value”, without liability to proponents who are not awarded the contract.

1.12. Irrevocability and Acceptance of Proposals

The City requests that Proposals remain open for acceptance for a period of not less than sixty (60) days from the closing date and time.

The City reserves the right to waive formalities in, accept or reject any or all Proposals, cancel this RFP, or accept the Proposal deemed most favourable in the interest of the City.

The City reserves the right to accept or reject any or all Proposals. The lowest Proposal may not necessarily be accepted, rather will be analyzed to determine best overall value to the City.

The City reserves the right to cancel this RFP at any time without recourse by the Proponent. The City has the right to not award this work for any reason including choosing to complete the work with the City’s own forces.

No alterations, amendments or additional information will be accepted after the closing date and time unless invited by the City.

Should a Proposal be accepted, a purchase order will be placed for the provision of these services. Contract documents may be utilized to document the agreement fully and completely.

1.13. No Claim

Except as expressly and specifically permitted in these Instructions to Proponents, no Proponent shall have any claim for any compensation of any kind whatsoever, relating to this RFP, including accepting a non-compliant bid, and by submitting a Proposal, each Proponent shall be deemed to have agreed that it has no claim.

No contractual, tort, or other legal obligations are created or imposed on the City, or any other individual, officer or employee of the City with respect to the RFP documentation or by submission or consideration by the City of any Proposal.

1.14. Conflict of Interest

Proponents shall disclose any actual or potential conflicts of interest and existing business relationships it may have with the City, its elected or appointed officials or employees.

1.15. Non-Solicitation

Proponents and their agents will not contact any member of the City Council with respect to this RFP at any time prior to the award of a Contract or the termination of the RFP, and the City may reject the Proposal of any Proponent that makes any such contact.

1.16. Liability for Errors

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

1.17. Proposal Submission

Proponents should complete and submit the information requested in this section of the RFP document on this Proposal Submission Form or in a format that has been approved and is acceptable to the City.

1.18. Examination of Proposal Documents and Work Sites

The Proponent must carefully examine the Proposal Documents and worksite(s). The Proponent may not claim, after the submission of a Proposal, that there was any misunderstanding with respect to the requirements and conditions imposed by the City of Coquitlam.

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 City, at its sole discretion, deems that it would be unreasonable to do so, or there are additional work requirements due to unforeseen circumstances.

All information in this RFP Document, Specifications, and any resulting Addenda will be incorporated into any Contract between the City and the successful Proponent, and therefore must be considered by the Proponent in preparing their Proposal.

2. GENERAL CONDITIONS OF CONTRACT

2.1. Notification of Award

The City will notify the successful Proponent (“Contractor”) in writing of its decision to award the services.

The following general conditions will apply to this Contract. Proponents are to include with their proposal submission a full description of any deviations if they are unable to comply with any of these general conditions.

2.2. Health and Safety Requirements

The Contractor shall strictly comply with the current Industrial Health and Safety regulations of WorkSafeBC and the safety policies/procedures of the City. Other applicable federal, provincial and local regulations and policies concerning the health and safety of workers and general public shall also be followed.

2.3. Indemnity

The Contractor shall indemnify and save harmless the City from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgements of every nature and description brought or recovered against him and/or the City, by reason of any act or omission of the Contractor, its agents, Sub-contractors or employees in the execution of the work.

2.4. Insurance Requirements

The Contractor shall submit, upon award by the City, Certificates of Insurance signed by the Insurance Company certifying that the required insurance policies are in force and that:

- a) The Contractor shall carry Commercial General Liability Insurance satisfactory to the City in the amount of FIVE MILLION DOLLARS (\$5,000,000.) inclusive per occurrence, and include:
 - the City being named as an additional insured; and
 - the Commercial General Liability insurance include a cross liability clause;
- b) Automobile Liability insurance, in an amount of not less than TWO MILLION DOLLARS (\$2,000,000.) is required on all licensed vehicles owned or used by the Contractor.

- c) Contractor's Equipment Insurance is required for all equipment owned or rented by the Contractor and employees that provides coverage against all risks of loss or damage.
- d) Evidence of such insurance policies are to be provided no later than then then (10) days prior to commencement of the Work;
- e) The insurance policies shall not be cancelled, lapsed, transferred, assigned or materially altered without at least thirty (30) days written notice to the *City* and the *City's* written approval of the cancellation, transfer, assignment or alteration; and
- f) Such Certificates of Insurance are to be as shown in **Appendix "A"**.

The Contractor shall ensure that all Sub-contractors carry insurance in the form and limits specified in this clause.

2.5. Independent Contractor

The Contractor is an independent Contractor and this contract does not render the Contractor an agent or employee of the City.

2.6. Business Licence

The Contractor shall maintain a valid City Business License. For information, contact the City's License Department (Tel: 604-927-3085).

2.7. WorkSafeBC Coverage

The Contractor shall be in good standing with WorkSafeBC and provide a WorkSafeBC Registration Number.

The Contractor is responsible for having the site secured in accordance with WorkSafeBC regulations and to perform the work so that there is no risk of danger or hazard to the staff and public at any time during the progress of the work until completion.

2.8. Clean Up

At the end of each day the Contractor shall ensure the site is safe and secure and, at the conclusion of work, the Contractor shall clean out all debris promptly remove any equipment or materials and leave the site of the work in a clean and tidy condition.

2.9. Operations and Coordination of the Services

The Contractor shall agree to coordinate the execution of the Services with the City such that disruption of the work of all involved is minimized.

2.10. Equipment, Materials and Workmanship

The Contractor shall ensure that they are qualified and experienced and have the necessary resources for the successful completion of the work including any amendments as they may occur during the execution of the work.

All equipment, materials and labour utilized and all workmanship shall comply with all current codes, standards, regulations and statutes pertaining to the services including, but not exclusively:

- a) WorkSafeBC
- b) BC Provincial Motor Vehicle Act
- c) BC Ministry of Transportation and Infrastructure (standards for traffic control and work zone setup on roadways)
- d) Workplace Hazardous Material Information System (WHMIS)

Equipment must be in good mechanical repair and not require excessive maintenance or create excessive down time that jeopardizes the Contractors ability to provide the services agreed to.

2.11. Inspection of Services

- a) All services provided shall be subject to inspection and shall meet the approval of the City or a designated representative. If they are not approved, the City shall have the right to reject them or to require correction.
- b) Acceptance or rejection of the work shall be made as promptly as practical, but failure to accept or reject the work shall not relieve the Contractor from responsibility for services provided not in accordance with the contract.
- c) The City will not be deemed to have accepted the services by virtue of a partial or full payment for it.
- d) The City or a designated representative shall be the final judge of all services and its decisions of all questions in dispute will be final.
- e) The Contractor will not be liable for any excess costs if failure to perform is due to strike, lockout, or circumstances beyond control. The City will not be liable where sites are not available due to strike, lockout, or unique circumstances.

2.12. Damage and Defects

The Contractor shall use due care so that no persons are injured, or no property damaged or lost in providing the services. The Contractor shall be solely responsible for all loss, damages, costs and expenses in respect of any injury to persons, damage of property, or infringement of the rights of others incurred in the performance of the services or caused in any other manner whatsoever by the Contractor or its employees. The Contractor shall rectify any loss or damage for which, in the opinion of the City, the Contractor is responsible, at no charge to the City and to the satisfaction of the City.

Alternatively, the City may repair the loss or damage and the Contractor shall pay to the City the costs of repairing the loss or damage upon demand from the City. Where, in the opinion of the City, it is not practical or desirable to repair the loss or damage, the City may estimate the cost of the loss or damage and deduct such estimated amount from the amount owing to the Contractor.

2.13. Default

The City reserves the right, at its sole discretion, to immediately terminate the contract, in whole or in part, and utilize the services of any other Contractor, if the successful Contractor:

- Fails to make delivery of the services
- Fails to perform any provision of the contract within the time specified, or within a reasonable amount of time if no time is specified, as determined by the City
- Fails to meet the City's standard of expected and agreed level of service and performance
- Be adjudged bankrupt or makes general assignment for the benefit of creditors

2.14. Cancellation

The contract may be cancelled by the City for any reason without cause or penalty upon 30 days written notice.

The Contractor would be compensated for all work completed at the date of notification.

2.15. Dispute Resolution

The parties will make reasonable efforts to resolve any dispute, claim or controversy arising out of this contract using the following dispute resolution procedures:

- a) Negotiation – the parties will make reasonable efforts to resolve any dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.

- b) Mediation – If all or any of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may refer the matter to mediation. Within 10 days of delivery of notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the BC International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Coquitlam, British Columbia. Each party will bear its own costs of participating in the mediation.
- c) Litigation – If within 90 days of the request of the mediation, the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice, commence litigation.

2.16. Confidentiality

The Contractor agrees that proprietary City information obtained in providing the services will be treated as confidential and not disclosed.

2.17. Advertisement

The Contractor shall not advertise its relationship with the City without prior written consent from the City.

2.18. Subletting

The Contractor will not, without the written consent of the City of Coquitlam, assign, and sublet or transfer any subsequent contract or any part thereof.

2.19. Law

The RFP and any resultant award shall be governed by and construed in accordance with the laws of the Province of British Columbia.

2.20. Payments – Invoicing

- a) All invoices shall include the Work Order number and the contact person as provided by the City and will be submitted monthly.
- b) The Contractor shall be paid net 30 days or best effort from receipt of invoice and acceptance of the goods and/or services, whichever is the later, unless alternate payment terms have been agreed to between the Contractor and the City.
- c) Invoices shall show the appropriate amounts for value added taxes.

3. SCOPE OF SERVICES

3.1 Scope of Services

The scope of the “Services” will include, but is not limited to, the provision of temporary traffic control services generally consisting of the following categories:

- a) Traffic zone setup;
- b) Job site flagging;
- c) Lane closures;
- d) Vehicle, bicycle, and pedestrian detours
- e) Special events (e.g. parades, civic functions, etc.)
- f) Development of written traffic management plans in accordance with Ministry of Transportation Standards for Traffic Control Management Plans.

The Contractor is to provide traffic control services on an “as and when required” basis [24/7/365] for various job sites for City construction projects which include but are not limited to all aspects of road construction, utility work, parks (boulevard), maintenance services and local emergencies.

Contractors working with the City’s Capital Construction (Cap Con) crew shall work a ten (10) hour shift for up to four (days) per week. The City will try to schedule this work for a minimum of four (4) straight days with much of this work running for more than one (1) week in succession.

The City will not guarantee 4 straight days for any job and is unable to guarantee volume of flagging required.

The Contractor will provide all labour, supervision, management facilities, tools, equipment, supplies, fuel, and materials necessary, appropriate, or incidental to the proper and complete execution of the Services.

3.2 Requirements

3.2.1 Equipment and Supplies

Contractors will be required to provide at their expense, full personal protective equipment and accessories to all traffic control personal during all hours of work. Personal protective equipment will include as a minimum: hard hats, high visibility vest or outer garments, proper footwear, ear plugs, first aid kits, rain gear and safety glasses. All safety items **must** meet/exceed current WorkSafeBC regulations and requirements.

The TCP is required to bring a “STOP and SLOW” paddle and personal protective equipment and apparel to perform the Work as described in the attached Schedule

of Pricing on an ‘as and when required’ basis. When an arrow board truck is required, the City will provide reasonable advanced notice. It is the Contractor’s responsibility to determine and provide signage requirements for the applicable Traffic Control services to be performed by referring to the Ministry of Transportation and Infrastructure’s “Manual for Work on Roadways”.

3.2.2 Regulations

The Contractor is deemed to have read and understand the Province of British Columbia, Workers’ Compensation Board (WorkSafeBC), *Occupational Health and Safety Regulations – Part 18 Traffic Control*, including the requirements of the latest edition of the Traffic Control Manual for Work on Roadways (the “Traffic Control Manual”) as issued by the Ministry of Transportation and Infrastructure and is capable of performing all the procedures therein (including emergency procedures) up to the standards established in those two manuals and the agreement.

3.2.3 Training

The TCP must be trained according to Section 18 – Traffic Control of the WorkSafe Occupational Health & Safety Regulation, available at the following link: <http://www2.worksafebc.com/Publications/OHSRegulation/Home.asp>

The TCP **must** carry proof of successful completion of this training at all times.

All Traffic Control Devices used in performance of the Work **must** meet the requirements of the Traffic Control Manual.

3.2.4 Ability to Perform Duties

The Contractor’s personnel will have the physical, developmental and mental ability to perform the required job tasks, work efforts, responsibilities and duties associated with providing the Traffic Control services.

3.3 Rates

Rates for Traffic Control services will be paid on an hourly basis. Rates include all costs associated with performing the required Traffic Control services, including but not limited to fuel, operator, equipment, etc.

The City will not consider claims for extra payment.

Hourly rates begin at the arrival on the job site. Rates are only applicable from the starting time or when the TCP and equipment arrives, if later than the starting time, until the TCP and equipment is dismissed.

If the Contractor arrives on site at the prearranged call out time and must wait for the City crews, equipment or instruction, that shall be deemed “standby” time. Standby time will be paid at regular hourly rates.

Every effort will be made in the scheduling of staff breaks to minimize the disruption of production, and may be directed by the City.

Rates are to be firm for the entire initial one and half (1 1/2) year term of the contract. Preference may be given to Proponents offering firm rates for a longer duration.

3.4 Allocation of Work

It is the intention of the City to enter in to a Contract with no more than 2 or 3 qualified Proponents for the initial term.

In the calendar year of 2014, it is anticipated that the City will require approximately 3,500 flag-person hours for traffic control and flagging services. This is an estimate only and in no way represents a firm commitment of work to any Contractor(s). It is provided only for the purpose of giving Proponents a general idea as to the City’s total annual requirements for the purpose of preparing a proposal to this RFP.

The allocation of work will be at the sole discretion of the City and the Contractor(s) shall not have any claim for compensation, expense, damage or loss of profit from the City for any failure of the City to allocate any portion of the work to a Contractor(s) or for using the City’s own forces to perform any portion of the Work.

The City will strive to allocate the overall hours or work evenly between the successful Proponent(s), but this even allocation is not a guarantee.

The City will, at its discretion, request Services for a day, part of a day, an hour for a given project, multiple projects and for as long as required. Once the Contractor is no longer required, the City will release the Contractor until a new order is issued.

The City will make every effort to plan project work in advance in order to provide the Contractor(s) with as much lead time as possible; however, sometimes same day ordering can be expected.

3.5 Hours of Work

The City’s normal operating hours are 7:00 to 16:00, Monday to Friday, excluding statutory holidays. Only straight time will be paid during these hours. No overtime (regardless of the City’s posted hours of work) will apply without first obtaining the City representative’s written approval.

3.6 Hours of Work (Cap Con)

The City's Cap Con crew works a compressed 40 hour work week. The work day is between 7:00am to 5:30pm Monday through Thursday.

3.7 Failure to Attend

Contractors are required to attend as requested. Failure to attend as requested may result in the Contractor's status being adjusted or their contract terminated.

3.8 Professional Conduct and Removal of Staff

The Contractor's personnel will behave responsibly, professionally and show courtesy to the general public and City work crews at all times while performing the work for the City. The City may, at its sole discretion, request the Contractor to reprimand or remove any employee or sub-Contractor for any one or more of the following reasons, and the Contractor shall promptly comply with such request(s):

- Intoxication;
- Use of cell phone while engaged in traffic control operations;
- Smoking while performing traffic control duties;
- Personnel unable to provide valid and current "Flag Persons Certificate";
- Use of foul, profane, vulgar or obscene language or gestures;
- Solicitation of gratuities from any person for services performed;
- Willful, negligent or reckless action in disregard of safety or sanitary requirements;
- or
- Any other action that the City may determine constitutes a public nuisance or disorderly conduct.

3.9 Transportation

The City will **not** be responsible for transportation of the Contractor's personnel to or from the work site(s). This includes any transportation that may be required between work sites during the working period. No Contractor's personnel will be permitted to ride in or on City vehicles.

3.10 Set-ups and Removals

At the beginning and end of each workday, the Contractor shall inspect and ensure that all the equipment, signs, and devices are still positioned strategically. If any are found to be missing or additional ones needed, the Contractor will replace them or add new ones immediately.

At times when work sites are unmanned, particularly in the night, the work site will be closed off and the equipment, signs and devices will be strategically positioned to avoid accidents. For night work, reflective or flashing lights are necessary.

All equipment, signs and devices will be removed on the day of the completion of the project.

3.11 Emergency Services and Response Time

Except as otherwise authorized by the City, the Contractor shall provide a guaranteed on-site emergency mobilization and response time of two (2) hours and a general mobilization response time as directed by the City [24/7/365] including Statutory holidays with qualified and experienced response personnel, materials, and equipment necessary to commence and sustain a substantial portion of an adequate response.

3.12 Contractor Suspension and Termination

Contractor's may be suspended or terminated at the sole discretion of the City for any one or more of the following reasons:

- Failure to deliver the promised equipment or services at the required time and location; or
- Failure to provide certified and trained traffic control personnel to the City; or
- Failure to respond to phone calls from the dispatcher; or
- Default or arrears standing with WorksafeBC; or
- Expired insurance; or
- Any reason listed in Section 3.8 – Professional Conduct and Removal of Staff or other reason considered inappropriate, at the sole discretion of the City.

Contractors may be asked to leave the site by an authorized City representative.



City of Coquitlam
REQUEST FOR PROPOSALS
RFP No. 14-02-07

Flagging and Traffic Control Services

Proposals will be received on or before
2:00 pm local time Tuesday April 22, 2014
(Closing date and time)

Proposal Submission Instructions

Proposal submissions are to be uploaded through Qfile, the City's file transfer service accessed at website: <http://qfile.coquitlam.ca/bid>

1. In the "Subject" field enter: RFP Number and Name
2. Add files in .pdf format and Send
(Ensure you receive 2 emails from Qfile to confirm upload is complete)

Proponents are responsible to allow ample time to complete the submission process.

For assistance Phone 604-927-3060 or Fax 604-927-3035.

PROPOSAL SUBMISSION FORM

Complete and return this Proposal Submission Form

Submitted by: _____
(company name)

1. **PRICE**

Items .1 to .12 are hourly rates for each Traffic Control Person (TCP).

ITEM	DESCRIPTION	HOURLY RATE
PRE-SCHEDULED TRAFFIC CONTROL SERVICES		
.1	STRAIGHT TIME – MONDAY TO FRIDAY 7:00 AM TO 18:00 PM	\$
.2	TIME AND A HALF AFTER _____ HRS/DAY	\$
.3	DOUBLE TIME AFTER _____ HRS/DAY	\$
AFTER HOURS CALL-OUT EMERGENCY TRAFFIC CONTROL SERVICES (18:00 – 07:00) MONDAY – FRIDAY		
SATURDAY		
.4	STRAIGHT TIME	\$
.5	TIME AND A HALF AFTER _____ HRS/DAY	\$
.6	DOUBLE TIME AFTER _____ HRS/DAY	\$
WEEKENDS AND STATUTORY HOLIDAYS		
.7	STRAIGHT TIME	\$
.8	TIME AND A HALF AFTER _____ HRS/DAY	\$
.9	DOUBLE TIME AFTER _____ HRS/DAY	\$
TRAFFIC CONTROL PERSON – CAPITAL CONSTRUCTION (CAP CON)		
.10	STRAIGHT TIME – MONDAY TO THURSDAY 7:00 AM TO 5:30 PM (10 HOURS PER DAY)	\$
.11	TIME AND A HALF AFTER _____ HRS/DAY	\$
.12	DOUBLE TIME AFTER _____ HRS/DAY	\$
.13	TRUCK WITH ARROW BOARD AND OPERATOR (Including all signs, delineators, barriers, cones, etc.)	\$
Note: The City's requirement is that all signs commonly used for work zone setup in urban areas be included in the rate for a truck with arrow board.		
.14	PORTABLE MESSAGE BOARD	\$

.15	PORTABLE ARROW BOARD	\$
.16	MOVE CHARGE (ITEM 13 & 14 ONLY)	\$
Note: If moving to another location on the same day.		
Optional Items:		
Cost of Traffic Plans		\$
Cost of Certifying City of Coquitlam Staff as TCP's		\$
Are there other rates not included in this Table? Yes _____ No _____		
If yes, provide a separate list of rates for other types of services, closures or devices.		
THE CITY DOES NOT ALLOW FUEL SURCHARGES AND PARKING FEES		

Confirm ability to provide straight time rates to support City's Capital Construction (Cap Con) Crew:

Yes No

2. RESPONSE TIME

The response time will be a major consideration in evaluating the Proposals. State the lead time required for service.

	Type of Service	Response Time (Hours)
.1	Regular Service	
.2	Rush/Emergency Service	

3. SUBCONTRACTORS

The following Sub-contractors will be utilized in provision of the services and will comply with all the terms and conditions of this RFP:

	Type of Service	Company Name
.1		
.2		
.3		

4. EQUIPMENT AND VEHICLES

List the Proponent’s vehicles and equipment both owned or leased that would be used in providing the services. Demonstration of the equipment and vehicles offered may be required and must comply in all respects with all applicable standards, requirements and governing regulations of CSA and the BC Motor Vehicle Act.

Equipment and Vehicles		
Equipment	Make / Model	Year

5. EXPERIENCE OF TRAFFIC CONTROL PERSONNEL

Name	Years of Experience	Certification Date

Note: If names are to be added or deleted from this list, the City must be notified in writing.

6. NON-COMPLIANCE

Fully describe any deviations to the requirements outlined in this RFP that your company is unable to comply with.

7. SUSTAINABLE PRACTISES AND INITIATIVES

Describe all initiatives, policies or programs that illustrate your efforts towards sustainable practises and responsibility in providing the services.

(Social/Ethical, Environmental, Economic/Financial)

8. VALUE ADDED

Provide information on what makes your firm innovative, what is your competitive advantage, and what other services your firm provides that would assist or be of benefit to the City:

9. HEALTH AND SAFETY PROGRAM

The quality of Proponent's in-house program to manage safety shall be considered in the evaluation.

a) Does your firm have a written safety program in place that meets the requirements of WorkSafeBC?

Yes **No**

b) If no is checked, describe how safety training is accomplished.

10. EXPERIENCE AND REFERENCES

Proponents shall be competent and capable of performing the services requested and successfully completed or currently providing Flagging and Traffic Control Services of a similar size, scope and complexity:

Start Date	
Completion Date	
Company	
Contact Person	
Telephone and Email	
Contract Value	

Start Date	
Completion Date	
Company	
Contact Person	
Telephone and Email	
Contract Value	

Start Date	
Completion Date	
Company	
Contact Person	
Telephone and Email	
Contract Value	

11. ACCEPTANCE

The City requests that Proposals remain open for acceptance for a period of not less than sixty (60) days from the closing date.

We, the undersigned, confirm that this proposal is open for acceptance by the City for a period of: _____ days.

12. ADDENDA

We acknowledge receipt of the following Addenda related to this Request for Proposals and have incorporated the information received in preparing this Proposal:

Addendum No.	Date Issued	Date Received

13. AUTHORIZATION

All flagging and traffic control owners must:

- Ensure that the equipment is properly and fully licensed and that insurance is current and in compliance with the City’s requirements. Any changes made following registration must be reported to the City’s representative before acceptance of any work subsequent to the change.
- Ensure that WorkSafe BC (WSBC) coverage is maintained and kept current.
- Ensure that only the specified registered equipment for hire is dispatched.
- Ensure that the operator of hired vehicles has and maintains a valid BC Driver’s Licence for the class of vehicle being driven.
- Ensure that the Traffic Control Personnel is fully trained and certified in traffic control procedures.
- Ensure that the Traffic Control Personnel have proficient English language communication skills.
- Have a current City of Coquitlam Business License or obtain one prior to commencing any work on behalf of the City.

I hereby confirm my full understanding of the above registration requirements. I agree to comply with all the requirements as specified. I also understand that failure to comply with any of these requirements may result in suspension and/or termination of services.

Company Name	
Company Address	
Tel No.	
E-mail	
GST Registration No.	
WorkSafeBC Account No.	
Name and Title (please print)	
Signature	
Date:	

For the purpose of this Proposal submission, electronic signatures will be accepted.

- End of Proposal Submission Form -

THIS FORM IS TO BE COMPLETED BY THE INSURANCE BROKER

(A fillable form is also available for electronic completion on the City's website):

http://www.coquitlam.ca/Libraries/Coquitlam_Forms/Certificate_of_Insurance_-_Standard_Form.sflb.ashx

This certifies that policies of insurance as described below have been issued to the Insured named below and are in full force and effect at this time. It is understood and agreed that **thirty (30) days' notice of cancellation** or reduction in applicable limit of any of the policies listed below, with the exception of ICBC, will be given to the holder of this certificate.

NOTE: INSURANCE COMPANIES MUST BE LICENSED TO OPERATE IN BRITISH COLUMBIA.

This Certificate is issued to: **City of Coquitlam, 3000 Guildford Way, Coquitlam, BC V3B 7N2**

Insured	Name:		
	Address:	Email:	Phone:
Broker	Name:		Agent's Name:
	Address:	Email:	Phone:

Project to which this Certificate applies:

Contract No.: 14-02-07	Project Name & Description: Flagging and Traffic Control Services
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COMMERCIAL GENERAL LIABILITY coverage is required to insure against liability from the activities arising out of operations or work in connection with the above-described project, including liability arising out of the use of City property.

Type of Insurance	Insurer Name and Policy Number	Policy Term (dd/mm/yy)	Limits of Liability/Amounts
Section 1: Commercial General Liability		From:	Bodily Injury, Death & Property Damage
<input checked="" type="checkbox"/> Occurrence Form <input type="checkbox"/> Claims Made Form		To:	\$ _____ Per Occurrence <input checked="" type="checkbox"/> MINIMUM \$5,000,000
<input type="checkbox"/> Umbrella Liability		From:	\$ _____ Aggregate
		To:	\$ _____ Deductible
<input type="checkbox"/> Excess Liability		From:	\$ _____ Umbrella Limit
		To:	\$ _____ Excess Limit
Section 2 Other:		From:	\$ _____ Limit
		To:	\$ _____ Deductible

Particulars of General Liability Insurance (Sections 1 & 2): indicates that the coverage is included.

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> City of Coquitlam as Additional Insured | <input checked="" type="checkbox"/> Coverage is Primary and not contributory | <input type="checkbox"/> 12 months Completed Operations |
| <input checked="" type="checkbox"/> Premises & Operations | <input checked="" type="checkbox"/> Personal Injury | <input type="checkbox"/> 24 months Completed Operations |
| <input checked="" type="checkbox"/> Broad Form Products & Completed Operations | <input type="checkbox"/> Use of explosives for blasting | <input type="checkbox"/> Aircraft/Aviation Liability |
| <input checked="" type="checkbox"/> Owners & Contractors Protective | <input type="checkbox"/> Vibration from pile driving or caisson work | <input type="checkbox"/> Non-owned aircraft liability |
| <input checked="" type="checkbox"/> Blanket Contractual | <input type="checkbox"/> Removal or weakening of support of property, building or land whether support is natural or otherwise | <input type="checkbox"/> Watercraft liability |
| <input checked="" type="checkbox"/> Unlicensed Automobile Liability | <input type="checkbox"/> Water Ingress Coverage | <input type="checkbox"/> Non-owned watercraft liability |
| <input checked="" type="checkbox"/> Cross Liability/Severability of Interests | <input type="checkbox"/> Work below ground level over 3 meters (XCU extension) | <input type="checkbox"/> Pollution Liability |
| <input checked="" type="checkbox"/> Employees As Additional Insureds | | <input type="checkbox"/> Asbestos |
| <input checked="" type="checkbox"/> Non-Owned Automobile | | |
| <input checked="" type="checkbox"/> Attached Machinery | | |
| <input checked="" type="checkbox"/> Occurrence Property Damage | | |
| <input checked="" type="checkbox"/> Contingent Employer's Liability | | |
| <input checked="" type="checkbox"/> Broad Form Loss of Use | | |

Section 3: Automobile Liability (owned or leased vehicles)	If insured by ICBC, attach a copy of the ICBC form APV-47	From:	Personal Injury & Property Damage
		To:	\$ _____ Limit <input checked="" type="checkbox"/> MINIMUM \$2,000,000

It is understood and agreed any deductible or reimbursement clause contained in the policy shall be the sole responsibility of the Named Insured.

Broker Authorization (Signature & Stamp)

Date

INTERNAL USE ONLY			
Certificate	<input type="checkbox"/>	Approved	<input type="checkbox"/> Not Approved

COMPLETE & SUBMIT TO: CITY OF COQUITLAM
Email: bid@coquitlam.ca