



## REQUEST FOR PROPOSALS

**RFP 2024 – 03**

June 12, 2024

# **Building Demolition**

## **177 Third Street, Duncan, BC**

City of Duncan, Corporate Services Department  
**Attention: Rachel Hastings, Manager of Building and Bylaw Services**  
City of Duncan, 200 Craig Street  
Duncan, BC V9L 1W3

**Submission Deadline: Wednesday July 3, 2024, 2:00 p.m. Pacific Time**

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**RFP 2024-03**  
**Building Demolition - 177 Third Street, Duncan, BC**  
**LOT 2, BLOCK 7, PLAN VIP798, SECTION 18, RANGE 6, QUAMICHAN LAND**  
**DISTRICT**

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**DEFINITIONS**

“**CONTRACTOR or CONSULTANT**” means the Proponent whose Proposal has been accepted by the City of Duncan and is awarded a contract by the City of Duncan to carry out the Work.

“**CoD**” means the City of Duncan.

“**PROPONENT**” means the responder to this RFP.

“**PROPOSAL**” means a proposal to carry out the Work submitted by a Proponent in response to this RFP.

“**RFP**” means this Request for Proposal.

“**WORK**” means and includes anything and everything required to be done for fulfillment and completion of the project in accordance with this RFP and Proposal.

**1.0 - INTRODUCTION**

**1.1 PURPOSE**

This RFP is an invitation by the CoD to prospective Proponents to submit proposals for the demolition of a single-storey house (with crawl space) and detached garage located at 177 Third Street, Duncan, BC.

Constructed in 1920 on the 7,200 square foot lot, the property is presently unoccupied. The site may have had underground or above ground storage tanks. House and garage construction details as follows:

- Flooring is sheet vinyl, vinyl floor tile, carpet, and hardwood.
- Heating is forced air furnace.
- Attic has vermiculite insulation (with asbestos).
- Exterior finish is stucco.
- Roofing is of tar and gravel.
- Windows are a mix of steel and wood frame.
- Garage is partially collapsed, on a concrete pad, with wood shingles.
- Underground services to the dwelling include municipal water, storm sewer, sanitary sewer, and natural gas.
- Above ground services to the lot include telephone, cable, and electricity.
- Hazardous Materials Investigation (Appendix C) and Preliminary Site Investigation (Appendix D) are attached.

Contact Steve Kosa at [stevepkosa@shaw.ca](mailto:stevepkosa@shaw.ca) or 250-709-5623 to arrange for access inside the building.

## **2.0 - INSTRUCTIONS TO PROPONENTS**

### **2.1 SUBMISSION OF PROPOSALS**

The Proposals, in triplicate, and their envelopes should be clearly marked with the name and address of the Proponent and the RFP program title. The sealed envelope should be addressed to CoD Project Contact:

**Rachel Hastings, Manager of Building and Bylaw Services  
City of Duncan  
200 Craig Street  
Duncan, BC V9L 1W3  
250-746-6126**

Alternately, electronic proposals may be submitted to:

**rachel@duncan.ca**

Proposals should be received on or before the **Closing Time** of:

**TIME: 2:00 p.m. Pacific Time  
DATE: Wednesday, July 3, 2024**

It is the Proponent's sole responsibility to ensure its Proposal is received at the mailing or email address set out above by the Closing Time. Where the submission is by email, hard copies (3) of the Proposal should follow within two business days of the Closing Time.

Proponents wishing to make changes to their Proposal after submission but prior to the Closing Time may do so by submitting the revisions by email or hard copy. It is the Proponent's sole responsibility to ensure the revisions are received by CoD prior to the Closing Time.

### **2.2 INQUIRIES**

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 doubts as to the meaning or intent of any provision, should immediately notify the above-listed Project Contact. If there are any changes, additions, or deletions to the Proposal scope, conditions, or closing date, Proponents will be advised by means of an Addendum issued by CoD. All Addenda are to become part of the Proposal Documents and receipt of Addenda should be acknowledged by the Proponent in the submission.

Verbal discussion between CoD Council members or staff and a Proponent shall not become a part of the RFP or modify the RFP unless confirmed by written Addendum.

### **3.0 - GENERAL TERMS OF PROPOSAL PROCESS**

#### **3.1 PROPOSAL PREPARATION COSTS**

All expenses incurred by the Proponent in preparation and submission of this Proposal are to be borne by the Proponent, with the express understanding that no claims for reimbursements against CoD will be accepted. CoD will not be responsible for any costs involved in or associated with any meetings, discussion, or negotiation following submission that could lead to acceptance of the Proposal and award of a contract.

#### **3.2 PROPOSAL EVALUATION**

CoD recognizes that “best value” is the essential part of purchasing a product or service, and therefore CoD may prefer a Proposal with a higher price if it offers greater value and better serves CoD’s interests, as determined by CoD, over a Proposal with a lower price. Appendix A contains the information regarding how Proposals will be evaluated. The evaluation team will not be limited to the criteria listed in Appendix A, and the evaluation team may consider other criteria that the team identifies as relevant during the evaluation process. However, any criteria considered will be applied evenly and fairly to all Proposals.

CoD, at its sole discretion, reserves the right to:

- Reject any or all Proposals whether complete or not;
- Reject any Proposal it considers not in its best interests;
- Waive any minor irregularity or insufficiency in the Proposal submitted;
- Not be liable for misunderstandings or errors in the Request for Proposals;
- Issue addenda to the Request for Proposals;
- Contact references provided by the Proponents;
- Retain independent persons or contractors for assistance in evaluating Proposals;
- Request points of clarification to assist CoD in evaluating Proposals;
- Negotiate changes with the successful Proponent; and
- Withdraw the Request for Proposals.

#### **3.3 PROPOSAL PRESENTATION**

CoD reserves the right to request one or more of the Proponents, whose submissions are of particular interest to CoD, to make oral presentations to CoD.

#### **3.4 PROPOSAL CONFIDENTIALITY AND PROPRIETARY INFORMATION**

All submissions become the property of CoD and will not be returned to the Proponent. CoD will consider all Proposals submitted as confidential but reserves the right to make copies of all Proposals received for its internal review and for review by its financial, accounting, legal, and technical consultants.

Proponents should be aware that CoD is a “public body” as defined in and subject to the provisions of the *Freedom of Information and Protection of Privacy Act* (FIPPA).

If the Proponent believes any of the information requested in this RFP and provided by them is confidential, then they should identify it as such and provide a rationale as to why it should not be released under FIPPA.

The rationale for keeping information confidential under this legislation includes:

- a) Trade secrets of the Proponent;
- b) Financial, commercial, scientific or technical information, the disclosure of which could reasonably be expected to result in material financial loss or gain or could reasonably be expected to prejudice the competitive position of the Proponent; or
- c) Information the disclosure of which could be reasonably expected to interfere with contractual or other negotiations of the Proponent.

### **3.5 CONFLICT OF INTEREST**

A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with CoD, its elected or appointed officials or employees, any property ownership direct or indirect in the jurisdiction. CoD may rely on such disclosure.

### **3.6 NO COLLUSION**

Except as otherwise specified or as arising by reason of the provision of the contract documents, no person whether natural, or body corporate, other than the Proponent has or will have any interest or share in this Proposal or in the proposed contract which may be completed in respect thereof. There is no collusion or arrangement between the Proponent and any other actual or prospective Proponents in connection with Proposals submitted for this project and the Proponent has no knowledge of the contents of other Proposals and has made no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the Proposal.

### **3.7 LITIGATION**

Proponents who, either directly or indirectly through another corporation or entity, have been or are in litigation, or who have served notice with intent to proceed with court action against CoD in connection with any contract for works or services, may be considered ineligible Proponents. Receipt of Proposals from such Proponents may be disqualified from the evaluation process.

### **3.8 NO CONTRACT**

This RFP is not a tender and does not commit CoD in any way to select a preferred Proponent. By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contractual, tort, or other legal obligation of any kind is formed under or imposed on CoD by this RFP or submissions prior to the completed execution of a formal written Contract.

### **3.9 ACCEPTANCE OF PROPOSAL**

The acceptance of a Proposal will be made in writing from CoD and will be addressed to the successful Proponent at the address given in the submitted Proposal. Following acceptance and approval to proceed with the Proposal, the Proponent is expected to enter into a contract with CoD to perform the works or services set out and agreed upon in the Proposal.

The agreement attachments will include the entire Request for Proposal, the Proponent's total Proposal submission and any mutually agreed upon modifications, changes, or negotiated adjustments.

### **3.10 PROPOSAL CONTENT**

Content to be included in the Proposal, but not limited to:

- Full name, address, and telephone number of the submitting office of the Proponent and where applicable, the name, address, and telephone number of any branch office, affiliate, or subconsultant(s) that will be involved in the project.
- Primary Contact/Project Manager: The Proposal should identify the proposed project manager who will be the single point of contact responsible for direct interaction with CoD, and should state their position and professional discipline. The Proposal should also describe the work to be performed by the project manager, their qualifications and substantive experience directly related to the proposed Work.
- References: The Proposal should provide no less than three (3) project references that are relevant to the proposed Work. The references should be from a third party who can provide information about the performance of the Proponent in delivering services for the experience cited.

### **3.11 SUBCONTRACTORS**

The Proposal shall include the company name of all subcontractors and subconsultants proposed to be used in the performance of the Work with a description of the work they would be performing.

The subcontractors and subconsultants listed in the Proposal may not be changed without the written consent of CoD. If CoD so requires, the Proponent shall be prepared to confirm to CoD the competence of subcontractors and subconsultants prior to acceptance of the Proposal.

### **3.12 PROPOSAL CONTENT & INNOVATION**

The Proponent should address in the Proposal submission all the information as requested in the RFP documentation. The Proponent is also encouraged to include innovative, alternative or unique solutions to the Proposal subject that may, along with other things, indicate cost efficiencies, improved environmental impacts, better public relations and project acceptance, reduced risk, improved management, administrative

efficiencies, etc. Any alternative Proposals submitted should include all the requirements of the original RFP with costs identified for comparative purposes.

### **3.13 WORKERS COMPENSATION ACT**

The Proponent, and any proposed subcontractors and subconsultants, should provide a WorkSafeBC (Workers' Compensation Board) Registration Number in the Proposal and shall at the time of signing a contract agreement, provide proof of payment of claims in good standing with WorkSafeBC.

## **4.0 - SCOPE OF WORK AND SCHEDULE**

### **4.1 STATEMENT OF UNDERSTANDING**

In their own words, the Proponent should show that they have an understanding of what the Work involves and what is required to complete the project. It is the Proponent's responsibility to demonstrate that they possess the required knowledge, understanding, and capacity to carry out the Work as outlined in this RFP.

### **4.2 PRICING AND EXTRA WORK**

Pricing must be held for a minimum of 60 days. 90 days is preferred.

Note that the proposal evaluations will include a social procurement component which can include local and regional employment, addressing barriers to employment, and providing local and regional economic and community benefits. Proponents should complete the Social Value Questionnaire in Appendix E.

### **4.3 SCHEDULING**

Proponents should provide an anticipated delivery and construction timeline for the completion of demolition, including sufficient time for the City's review of the works.

### **4.4 SCOPE OF WORK**

The Proponent's Proposal should include the following:

- Basic work plan with expected completion date.
- Confirmation that the Proponent has inspected the property. Contact Steve Kosa at [stevepkosa@shaw.ca](mailto:stevepkosa@shaw.ca) or 250-709-5623 to arrange for access inside the building.
- Identification of any hazards for demolition and confirmation that hazardous materials will be properly disposed of.
- Identification of any 3<sup>rd</sup> party reports required with cost (identify subcontractors).
- An itemized summary of costs for demolition.
- Confirmation of \$5,000,000 liability insurance.
- Intention to file appropriate documentation (e.g. demolition permits, Notice of Projects, etc.). Please note: Notice of Project and Clearance Letter for hazardous materials required prior to demolition permit issuance.
- Securing own power or temporary services as necessary.
- Cap sewer and water service from supply line prior to building disconnect.
- Post-demolition site leveling (without additional soils), rear and front fence



removal, and all structures, concrete, and concrete and brick pathways removed (no graveling of site required).

- Confirmation that the Proponent will leave in place, and protect from damage during construction as per City bylaws, all trees identified by the City by flagging on the property along the west and south sides of the property.
- All unmarked trees and bushes may be removed or left on the property at the discretion of the proponent.
- Organize for BC Hydro service disconnect.
- Identification of any potential for additional costs, with clear criteria for what would trigger them.
- Notation that if underground tanks are found, CoD will be informed immediately and before Proponent undertakes assessment and remediation.

#### **4.5 PROPONENT EXPERIENCE**

Proponents – including any civil subcontractors – should provide examples of experience from recent and relevant projects.

Quality and project experience will be a factor in the evaluations.

### **5.0 - COMMUNICATIONS**

Regular updates to CoD Project Contact are required throughout the project.

### **6.0 - FEES AND DISBURSEMENTS**

The proposal shall provide a schedule of fees and disbursements as to adequately perform the Work and satisfy the Work Plan and Final Deliverables.

Fee estimates should include all applicable taxes, but listed as separate items.

**NOTE TO ALL BIDDERS: CoD may negotiate with a prospective supplier to adjust or alter some of the requested scope and duties prior to signing a contract.**