

REQUEST FOR PROPOSALS

RFP TITLE:

RFP NUMBER:

DATE ISSUED:

CLOSING TIME/DATE:

Invasive Weed Management

RFP-24015

December 5, 2024

January 16, 2025, 10:00 AM

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Part A – INTRODUCTION

A.1 **RFP Overview**

The Fraser Valley Regional District (FVRD) is seeking proposals from qualified consultants (Proponents) in response to this request for proposals (RFP) for the provision of invasive weed management and education for wild chervil, tansy ragwort, giant hogweed and knotweed¹, collectively known as the priority invasive weeds, for a three-year period commencing April 2025.

The FVRD is a local government that delivers over 100 separate services to a growing population of more than 340,000 residents in the Fraser Valley. One of the services provided by the FVRD is an annual Invasive Weed Control Program for priority invasive weeds found on public road right-of-ways within the Service Area. The Service Area for this program includes the City of Abbotsford, the City of Chilliwack, and Electoral Areas C, D, E, G, and H.

The FVRD established its Invasive Weed Control Program over 25 years ago. Protecting agriculture, natural spaces, infrastructure, and human health are key priorities of the program along with the aim of strengthening cross-jurisdiction coordination and collaboration with respect to prevention and management. This program integrates monitoring, on-the-ground control efforts, public outreach, and region-wide collaboration. It primarily targets the four priority weeds in the Fraser Valley (wild chervil, tansy ragwort, giant hogweed, and knotweed), but also responds to new and emerging invasive weeds.

While much of the program's control work focuses on public roadways and lands, it also includes education for private landowners and the general public, as well as coordination among various land managers to promote collaborative management strategies. This helps to protect residents and the environment from the hazardous impact of the priority invasive weeds.

Part B – OBJECTIVES

B.1 Scope of Services

The successful proponent will fulfill the following essential deliverables of this project (collectively referred to as the Services), all of which must be provided with a focus on customer service, professionalism, responsiveness, and effectiveness:

- 1. For Tansy Ragwort:
 - a. Survey, map, and control all known, observed, and reported sites along roads (available on the InvasivesBC Program website²). There are approximately 400 tansy ragwort sites within the Service Area that require monitoring and possible control.
 - b. Sites are to be visited and surveyed prior to seed spread.

¹ For the purposes of this RFP, "knotweed" refers to any species of Japanese Knotweed, Bohemian Knotweed, Giant Knotweed, or Himalayan Knotweed.

² InvasivesBC database available online at: <u>https://invasivesbc.gov.bc.ca/home/landing.</u>

- c. The preferred method of control for tansy ragwort is hand pulling, bagging, and disposal at an approved location, but alternative techniques may be suggested. Any alternative technique utilized must first be approved by the FVRD.
- d. Be knowledgeable of plant identification and be able to properly identify tansy ragwort from similar-looking native and introduced plants.
- e. For tansy ragwort observed on private property, provide informational material or verbal education to the landowner regarding the invasive weed and how it can be removed. The Proponent may negotiate costs with the landowner to treat the site on their property, but public funds are not to be used for this purpose.
- f. Provide pick-up service for residents within the Service Area who have collected and bagged tansy ragwort (or any other provincially listed invasive weeds) from their private property. Coordinate collection with the landowner and take bags for safe disposal.
- *2*. For Wild Chervil:
 - a. Survey, map, and control all known, observed, and reported sites along roads (available on the InvasivesBC Program website). There are approximately 295 wild chervil sites within the Service Area that require monitoring and possible control. Prioritize infestation sites that are:
 - i. Those that have received prior treatment;
 - ii. Those that impede sightlines for drivers; and
 - iii. Those that have the potential to spread onto private property, if left untreated, (where it is not currently observed) particularly properties with field crops that could be impacted.
 - b. Priority sites are to be visited and surveyed prior to seed spread.
 - c. The FVRD has previously provided mechanical control (i.e., cutting using brush saws), but use of approved herbicides instead of manual control may be considered at certain sites upon approval from the FVRD.
 - d. Be knowledgeable of plant identification and be able to properly identify wild chervil from similar-looking native and introduced plants.
 - e. For wild chervil observed on private property, provide informational material or verbal education to the landowner regarding the invasive weed and how it can be removed. The Proponent may negotiate costs with the landowner to treat the site on their property, but public funds are not to be used for this purpose.
- *3.* For Giant Hogweed:
 - a. Survey, map, and control all known, observed, or reported sites along roads (available on the InvasivesBC Program website). There are approximately 34 known giant hogweed sites within the Service Area, but more may be observed or reported.
 - b. All sites are to be visited prior to seed formation.

- c. The preferred method of control for giant hogweed is manual removal, but alternative techniques may be suggested and must be first approved by the FVRD.
 - i. If plants are observed, manually remove the giant hogweed plant as early as possible by severing the stem below the ground surface and leaving the plant on-site in a safe location to decompose;
 - ii. If seed heads have already formed on the plant, seed heads are to be carefully bagged, cut, and taken for safe disposal at the direction of the FVRD; and
 - iii. All WorkSafeBC safety procedures with regards to safe handling of giant hogweed must be followed³.
- d. Respond to all new reports of giant hogweed, or potential giant hogweed plants, and confirm species identity. If the plant is confirmed to be giant hogweed, remove plant immediately. If the site was visited in response to a report from a member of the public, follow up with that individual after the site investigation to inform them of the identification and actions taken.
- e. For giant hogweed plants observed or reported on private property, confirm identification of the plant from the roadside, if possible. If confirmed, contact the landowner to inform them about the giant hogweed and how it can be safely removed.
- f. Be knowledgeable of plant identification and be able to properly identify giant hogweed from similar-looking native and introduced plants.
- 4. For Knotweed:
 - a. Update the existing FVRD knotweed inventory, prioritize infestation sites that are:
 - i. Those that have received prior treatment;
 - ii. Those that impede sightlines for drivers;
 - iii. Have the potential to spread onto private property or Pesticide Free Zones if left untreated (where it is not currently observed); and
 - iv. If the site has been identified by the FVRD or member municipalities to be a priority.
 - b. Visit all sites where knotweed has been treated by the FVRD in the past. There are approximately 120 knotweed sites within the Service Area that require monitoring and possible treatment.
 - c. For each site:
 - i. Assess the accuracy of the previous data collected for the site;

³ WorkSafeBC Toxic Plant Warning <u>https://www.worksafebc.com/en/resources/health-safety/information-sheets/toxic-plant-warning/severe-skin-damage-from-giant-hogweed-heracleum-mantegazzianum?lang=en.</u>

- ii. Treat as necessary using either foliar spray or stem injection;
- iii. If treatment is not conducted, rationale must be provided (e.g. no plants observed, plants only growing on private property, or plants within a Pesticide Free Zone, etc.); and
- iv. Monitor for survival and conduct re-treatment if necessary.
- d. The preferred method of treatment is with herbicide, but where this cannot be applied, such as within Pesticide Free Zones next to watercourses, the Proponent may suggest alternative methods and must be first approved by the FVRD.
- e. All treatment sites are to be adequately signed and marked as per provincial pesticide regulations. If the treatment site is directly adjacent to private property, the Proponent must contact the landowner prior to conducting treatments.
- f. Update the FVRD's knotweed inventory with treatment information and new knotweed sites observed or reported.
- g. Install signage, as needed, on roadsides near knotweed patches to alert roadside mowers not to mow in those areas.
- h. For knotweed sites observed on private property, the Proponent will contact the landowner to inform them about the knotweed, how it can be treated, and inform the landowner about the Knotweed Cost-Share Program. The Proponent may negotiate costs with the landowner to treat the site on their property, but public funds are not to be used for this purpose.
- i. Facilitate and administer the Knotweed Cost-Share Program for residents of the Service Area. The program covers 50% of the cost treatment, up to a maximum of \$500 per site, to treat knotweed on private property. We hope that the program will expand to 30-50 private landowners per year subject to annual budget allocation. The program facilitation includes:
 - i. Provide targeted outreach to residents, especially in priority site areas;
 - ii. Respond promptly and effectively to inquires and provide residents with clear instructions and support through the application process;
 - iii. Manage the application process;
 - iv. Verify treatment contractors, ensure contractors are following best management practices for knotweed; and
 - v. Coordinate invoicing, correspondence, and data collection for the Knotweed Cost-Share Program.
- 5. Reporting and data entry:
 - a. Regular meetings (at least once per month) throughout the treatment season with the FVRD of sites surveyed, sites treated, informational material handed out, number of private resident curbside pickups, etc.

- b. All site surveys and control provided requires data collection, entry, and reporting requirements as per the Province's database.
- c. An annual final report is to be submitted to the FVRD by December 15 each year unless otherwise agreed upon in writing by the FVRD. This annual final report is to include all sites visited, treatments conducted, jurisdiction of each site, landowners contacted, results, and recommendations for the following year.
- d. An updated summary spreadsheet of all sites including their treatment histories, observations, treatments, dates, GPS locations, land jurisdiction, and other pertinent site information is to accompany the final report to be submitted to the FVRD.
- 6. Other requirements:
 - a. Be knowledgeable and have experience working with local jurisdictions, land managers including First Nations. Consult with the FVRD when jurisdictional boundaries are unclear.
 - b. At the beginning of the season, meet with the FVRD (and possibly other local land managers) to ensure strong working relationships and understandings, and to identify a seasonal work plan and priority sites. A mid-season meeting may also be required.
 - c. Be in good standing with WorkSafeBC and shall obtain and maintain Comprehensive General Liability Insurance in the amount of not less than \$3,000,000 and name the Regional District as an additional insured.
 - d. Operate a phone line and email address for public reporting of invasive weeds, enquiries for control or disposal methods, or arranging of curbside collection of invasive weeds. Customer service is a priority for the FVRD, and replying promptly and professionally is essential. Site visits to residents' private property may be required in order to confirm identification and to inform them on proper and safe removal and disposal methods.
 - e. Provide education to the public on invasive weed identification, control methods, and safe disposal options. The FVRD will provide communication material as needed.
 - f. The FVRD frequently receive reports from municipal counterparts and others regarding a plant that may be invasive and is of concern. These reports will be forwarded to the Proponent, where confirmation that report was received, and observations or actions taken at the site is expected as soon as possible (typical response expected is within 48 hours).
 - g. Respond to any reports provided by the FVRD of spurge laurel to confirm identification and remove immediately. If the Proponent observes any spurge laurel while performing their duties, they are to remove it. All spurge laurel sites are to be recorded as per InvasivesBC procedures and be included in the final report to the FVRD at the end of the year. The Proponent may be asked to assess other invasive weed reports as well and submit observations to the FVRD.

- h. Conduct up to three educational sessions per year to local government staff or the public as requested by the FVRD, focused on the identification and management of invasive weed species.
- i. Submit a complete Fuels Tracking sheet for all the Proponent's fuel usage related to delivery of Services, set out in Schedule A.

B.2 Term

The term of the Contract is for three (3) years with optional two (2) additional one (1) year extensions.

Part C – INSTRUCTIONS AND INFORMATION FOR PROPONENTS

C.1 Closing Date and Location

Proposals must be received by 10:00 AM (Chilliwack local time) on January 16, 2025 (Closing) at the following address:

Fraser Valley Regional District 1 - 45950 Cheam Avenue Chilliwack, BC. V2P 1N6 Email: <u>environment@fvrd.ca</u>

The time for Closing will be conclusively deemed to be the time shown on the clock used by the FVRD for this purpose.

C.2 Form of Proposal Submissions

Proponents are requested to submit an electronic copy of their proposal (Proposal) in Adobe PDF format by email to <u>environment@fvrd.ca</u> clearly marked with the RFP Number, RFP Title and Proponent's name and address.

C.3 Mandatory Requirements

Proponents must include in their proposals, the following information:

- (i) Completed and signed Form of Proposal set out in Schedule B;
- (ii) Costs detailed costs for the Proponents provision of the Services in Canadian Dollars, inclusive of all costs, expenses and charges, but exclusive of GST;
- (iii) Details of the Proponent's team, their roles and responsibilities and reporting relationships, proposed work plan for carrying out the Services, and knowledge of regional district and local government roles and responsibilities with respect to community greenhouse gas emissions;
- (iv) Include sufficient detail in the proposed methodology to demonstrate a clear understanding of the scope of services and deliverables. The proposed methodology should outline the approach, processes, and steps that will be taken for surveying and treatment, data entry and reporting, and public engagement and collaborations;

- (v) A summary of experience relevant to the proposed works; and
- (vi) References relevant to similar projects conducted elsewhere.

C.4 Information Meeting

No information meeting will be held for this RFP.

C.5 Enquiries

All enquiries and notices related to this RFP, including any requests for information and clarification, are to be directed in writing to the contact person (Contact Person) indicated below.

Contact Person:	Vanessa Hart
Address:	1 - 45950 Cheam Avenue
	Chilliwack, BC. V2P 1N6
Email:	<u>vhart@fvrd.ca</u>

Enquiries and responses will be recorded and may be distributed to all Proponents at the discretion of the FVRD. Clarifications, comments, revisions or any other information regarding this RFP obtained by a Proponent from any source other than from the Contact Person is not authorized and should not be relied upon.

The deadline for submission of enquiries is 10:00 AM, January 7, 2025.

Part D – TERMS AND CONDITIONS OF RFP

D.1 General

The terms and conditions in this Part D will apply to this RFP. Submission of a Proposal in response to this RFP indicates acceptance of all the terms and conditions contained herein and included in any addenda issued by the FVRD for this RFP. Proposals that contain provisos which contradict or alter any of the terms and conditions of this RFP will be disregarded and deemed to have not been written in the Proposal.

D.2 Addendum

All subsequent information regarding this RFP including changes made to this document will be sent to all vendors invited to participate in the RFP process.

D.3 Evaluation and Selection Method

The evaluation of the RFP will be conducted by a committee formed by the FVRD and may include, at the FVRD's sole discretion, employees, consultants and contractors. Proposals will be evaluated on the overall best value to the FVRD based on quality, experience, past performance, price, value-added services, and any other criteria set out herein including, but not limited to the following:

(i) financial terms including but not limited to hourly and weekly rates and payment terms;

- (ii) quality and completeness of the Proposal;
- (iii) capability of the Proponent to complete the Services, including proponents understanding of the topic and experience related to the project's scope;
- (iv) history of past performance in managing programs of comparable scope and scale; and
- (v) references.

D.4 Acceptance and Rejection of Proposals

This RFP shall not be construed as an agreement to purchase goods or services. The FVRD is not obligated to enter into an Agreement (defined herein) with the Proponent who submits the lowest priced Proposal or with any Proponent.

D.5 Late Proposals

Proposals will be marked with their receipt time at the Closing Location. Only complete Proposals received and marked by the Closing time will be considered to have been received on time. Late proposals will not be considered or evaluated and may be returned to the Proponent.

D.6 Amendment or Withdrawal of Proposals

Proponents may amend or withdraw their Proposal in writing any time prior to Closing. Upon Closing, all Proposals become irrevocable. The FVRD will be under no obligation to receive further information after Closing, whether written or verbal, from any Proponent.

D.7 FVRD's Rights and Reservations

The FVRD reserves the right to:

- (i) reject any or all Proposals;
- (ii) reject any Proposal that is incomplete, that contains erasures or corrections that is not signed by an authorized signatory of the Proponent or that fails to comply with the mandatory requirements of this RFP;
- (iii) return the Proposal unopened in the event that only one proposal is submitted;
- (iv) modify the terms of this RFP at any time in the FVRD's sole discretion;
- (v) require clarification of the information set out by one or more of the Proponents in respect of the Proposals submitted; and
- (vi) communicate with, meet with or negotiate with any one or more of the Proponents respecting their Proposals or any aspect of the proposed work.

D.8 Cancellation of RFP

The FVRD may cancel this RFP at any time prior to or after Closing. In the event the FVRD cancels this RFP, the FVRD shall have the right to seek to procure the same services or similar services at any time through any means the FVRD deems appropriate. No Proponent shall acquire any rights or interests in any subsequent procurement process undertaken by the FVRD.

D.9 Waiver of Non-Compliance

The FVRD may waive any non-compliance with the RFP and may elect to retain for consideration Proposals which are non-conforming, which do not contain the content or form requested by this RFP or which have not strictly complied with the process for submission set out herein.

D.10 Proponent's Costs

Each Proponent is solely responsible for its own costs and expenses associated with its participation in this RFP, including but not limited to, conducting investigations, attending briefings, preparing and delivering its Proposal, communicating with the Contact Person prior to Closing and during Proposal evaluation, and for any subsequent processes or negotiations with the FVRD that may occur.

D.11 Limitation of Liability

By submitting a proposal, each Proponent irrevocably agrees that the FVRD shall not be liable to any Proponent or any person whatsoever, for any claims of any nature (in contract, in tort, or otherwise), for any costs, expenses, compensation, damages, or anything whatsoever, including without limitation, costs and expenses associated with the Proponent's preparation and submission of their Proposal, their participation in this RFP, for loss of revenue, opportunity or anticipated profit, arising in connection with its Proposal, this RFP, any subsequent processes or opportunity, any contract, or any matter whatsoever.

D.12 Negotiation

The FVRD reserves the right to negotiate with the preferred Proponent, or any Proponent, on any details, including changes to specifications and price. If specifications require significant modification, all Proponents shall have the opportunity to adjust their Proposals or re-submit altogether, as determined by the FVRD in its sole discretion.

D.13 Errors and Omissions

While the FVRD has used considerable efforts to ensure information in this RFP and otherwise provided directly in association with this RFP is accurate, the information is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the FVRD, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Proponents from the responsibility for conducting their own investigation and forming their own opinions with respect to the subject matter of this RFP.

D.14 Conflict of Interest

Proponents shall disclose any potential conflict of interest and existing business relationship they may have with the FVRD, its elected or appointed officials or employees.

D.15 Confidentiality

All Proposals become the property of the FVRD and will not be returned to the Proponents, except as expressly provided for herein. All Proposals will be held in confidence by the FVRD unless disclosure is otherwise required by law.

D.16 No Lobbying

Proponents and their agents are not permitted to contact any member of the FVRD Board or staff with respect to this RFP, except as expressly provided for herein. Proponents will not offer entertainment, gifts, gratuities, discounts, or special services, regardless of value, to any employee or elected official of the FVRD. The FVRD reserves the right to disqualify any Proponent from participation in this RFP that acts in contravention of this requirement.

D.17 Contract Award

This RFP should not be construed as an agreement to purchase goods or services. By submitting a Proposal, the Proponent agrees that should it be identified as the preferred Proponent, it will enter into negotiations, if required, for the purpose of concluding a Contact.

If a written Contract cannot be negotiated and executed by both parties within 90 days of notification of the successful Proponent, or such longer period as the parties may mutually agree, the FVRD may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent, enter into negotiations with any other Proponent or terminate the RFP process and not enter into a Contract with any of the Proponents.

At its sole discretion, the FVRD may divide any Contract for goods or services between two or more proponents.

D.18 Definition of Contract

Notice in writing to a Proponent that it has been identified as the preferred Proponent and the subsequent full execution of a written contract will constitute a contract for the goods and/or services contemplated by this RFP, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the preferred Proponent and the FVRD have both executed a written Contract.

D.19 Form of Contract

The Contract will comprise a form of written agreement based on the standard form document, as may be amended by mutually agreed supplementary conditions.

Schedule A: FUELS TRACKING

This form must be provided with each invoice in order to receive payment.

Reporting Start Date: _____

Reporting End Date: _____

Invoice Number: _____

Description of services provided to the FVRD:

Company Name : ______

Contact Information:

Vehicle/ Equipment Description Make – Model - Year	Classification Type Light Duty Vehicle, Light Duty Truck, Heavy Duty Truck, Off Road Vehicle, Equipment, Machinery, Aviation, Other (specify)	Fuel Type Consumed Gasoline Diesel Natural Gas Propane Ethanol Blend Biodiesel Blend (%) Aviation Other (specify)	Unit of Measure Litres – Kg – Km - Hrs	Quantity of Fuel Consumed

Schedule B: FORM OF PROPOSAL

Name:								
Address:								
Name and title of Representative:								
Telephone:		Email:						
Form of Business Organization								
□ Sole Proprietorship								
Partnership	Date of Establishment _							
	Date of Incorporation _		Business No					
We hereby offer to perform the Services required by this RFP for the stipulated price of:								
Proposed Price for Goods/Services			\$					
Plus G.S.T			\$					
TOTAL			\$					

I/We the undersigned authorized representatives of the Proponent, having received and carefully reviewed the RFP, including without limitation, the General Conditions and Specifications (if any), submit this Proposal in response the RFP.

Dated this ____ day of _____, 2025.

Signature of Authorized Signatory

Signature of Authorized Signatory

Name & Position:

Name & Position: