



REQUEST FOR PROPOSAL

NWRFP-20-15

Flagging and Traffic Control Services

The City is seeking submissions from qualified Proponents for **Flagging and Traffic Control Services** in New Westminster.

Closing Time:

Wednesday, August 19, 2020
3:00 PM, Local Time, Vancouver BC

Closing Location:

upload to <https://fileshare.newwestcity.ca/filedrop/~sS3M7G>

Further requests for information :

Heather Rossi
Intermediate Buyer

Email: nwpurchasing@newwestcity.ca

CORPORATION OF THE CITY OF NEW WESTMINSTER

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CORPORATION OF THE CITY OF NEW WESTMINSTER**PART 1****RFP PROCESS & GENERAL REQUIREMENTS****1.0 DEFINITIONS**

- 1.1** **“Business Requirements”** means the detailed specifications, requirements and Services set out in Part 2 of this RFP.
- 1.2** **“City”, “Owner”** means the Corporation of the City of New Westminster.
- 1.3** **“Contract”** means a written contract for the Services that may entered into by the City and a Proponent.
- 1.4** **“Proponent”** means a person who submits a Proposal to the City in response to this Request for Proposal.
- 1.5** **“Proposal”** means a proposal submitted to the City in response to this RFP.
- 1.6** **“Provide” “Supply”** shall mean provide and pay for, and supply and pay for.
- 1.7** **“Request for Proposal” “RFP”** means this Request for Proposal, including all Schedules to this Request for Proposal, and any changes the City may from time to time make to this Request for Proposal.
- 1.8** **“Service Provider”** means an entity contracted to perform the services under this RFP.
- 1.9** **“Services”** means the provision by the successful Proponent of all services, duties, and expectations as described in this RFP, including in the Business Requirements.

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2.0 INTRODUCTION

- 2.1** The City is seeking proposals from qualified and experienced traffic control service firms capable of providing BC Construction Safety Alliance (BCCSA) certified and experienced flaggers, appropriately outfitted lane trucks and all related equipment, traffic management plans, permit applications, traffic control equipment rental, and custom signage 24 hours per day, 7 days per week, 365 days per year on an “as and when requested” basis.
- 2.2** The successful Contractor(s) shall provide all labour and equipment to provide job site flagging services (the “Services”) and prepare traffic management plans according to the current Traffic Management Manual for Work on Roadways and WorkSafeBC Regulation 18.3 to support various City construction projects or special events. Typical projects include but are not limited to road construction, utility work, Electrical Services work, City work, intersection services, and special events such as Santa Claus Parade, Remembrance Day, Uptown Live, and New West Grand Prix.
- 2.3** The City intends to select at least three (3) firms to provide services for a two (2) year period with three (3) optional one (1) year renewal terms. The Service Agreements will be non-exclusive.

Part 1 of this RFP describes the RFP process and sets out general requirements and expectations.

Part 2 of this RFP sets out the Business Requirements, and contains more detailed requirements regarding the services and products sought by the City under this RFP.

Part 3 of this RFP sets out Proposal format and content requirements, which all Proponents are expected to adhere to in preparing their Proposal

3.0 NO CITY OBLIGATIONS TO PROPONENTS

- 3.1** This RFP is a request for proposals, and not a call for tenders or request for offers and no contractual obligations shall arise between the City and a Proponent upon the Proponent’s submission of a Proposal to the City. For clarity, the City shall have no obligations whatsoever to any Proponent until and unless the City and a Proponent enter into a formal, written contract for the Proponent to provide the Services.

4.0 CITY DISCRETION

- 4.1** For clarity, and without in any way limiting the City’s rights, prospective proponents should be aware that the City may, at its discretion:
- a) cancel this RFP at any time;
 - b) select a Proposal that deviates from the requirements of this RFP;
 - c) select a Proposal that is not the lowest cost Proposal;
 - d) select a Proposal with a view to engaging the Proponent to provide only some of the Services;
 - e) modify this RFP at any time;
 - f) reject a Proposal for any reason, including where in the City’s estimation the personnel and/or resources of the Proponent are deemed insufficient or if the City determines that a Proposal is incomplete or does not comply with a requirement under this RFP;
 - g) not select any Proposals;
 - h) split the provision of the Services requirements between two or more Proponents;
 - i) shortlist one or more Proponents to formally present their Proposal to the City’s Evaluation Committee;

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- j) negotiate with one or more Proponents, including with respect to the form of Contract ; and
- k) consider and select a late Proposal.

5.0 PROPOSAL INSTRUCTIONS

- 5.1** Proposals should be submitted electronically in one (1) Adobe (PDF) file with Subject “NWRFP-20-15 Submission” in the Subject <https://fileshare.newwestcity.ca/filedrop/~sS3M7G>
- 5.2** The City will receive Proposals at the location and time indicated on the title page of this Request for Proposal.
- 5.3** It is the Proponent's responsibility to ensure that the City receives its Proposal prior to the closing time indicated on the title page of this Request for Proposal. The City does not accept facsimile or other unsealed Proposals.
- 5.4** Requests for clarification or further information should be made in writing only to the individual from the City identified on the first page of this RFP. The City may respond to enquiries that it, in its sole discretion, considers relevant to this RFP. The City intends to respond only to those relevant written enquiries received at least ninety-six (96) hours prior to the closing time indicated on the title page of this RFP. The City may record enquiries and post written responses on its website at <https://www.newwestcity.ca/business-and-economy/doing-business-with-the-city/request-for-bids-and-proposals-open>

6.0 CONTRACT REQUIREMENTS

- 6.1** The City expects that any Standing Agreement(s) with the selected Proponent(s) will be for an initial term of two (2) years with three (3) optional one (1) year renewal terms at the sole discretion of the City.

7.0 GENERAL CONDITIONS

7.1 OWNERSHIP OF PROPOSALS AND FREEDOM OF INFORMATION

All documents submitted to the City in response to this RFP or as part of any subsequent negotiation will become the property of the City, and will not be returned.

7.2 PROPOSAL CONFIDENTIALITY & FREEDOM OF INFORMATION

Proponents should be aware that the City is subject to the provisions of the *Freedom of Information and Protection of Privacy Act* (FOIPPA) (“Act”). A Proponent may stipulate in their Proposal that a portion(s) of their Proposal that contains confidential information and is supplied to the City in confidence. However, under FOIPPA, the City may nevertheless be obligated to disclose all or part of a Proposal in response to a request made under the Act, even if the Proponent has stipulated that part of their Proposal is supplied in confidence. The Proponent should review Section 21 and other provisions of FOIPPA in order to gain a better understanding of the City’s disclosure responsibilities under the Act.

7.3 CONFIDENTIALITY OF CITY INFORMATION

All information provided by the City to a Proponent in connection with this RFP is provided on a confidential basis, and Proponents will not disclose any such information to any person (other than the Proponent’s legal advisers or consultants) without the City’s prior written consent, nor may any Proponent publicize or advertise its involvement with this RFP process without the prior written consent of the City.

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7.4 PROPONENT'S EXPENSES

For clarity, Proponents will be solely responsible for their own expenses incurred in connection with this RFP, including in preparing and submitting a Proposal and in any subsequent negotiations with the City.

7.5 CONTACTING CITY REPRESENTATIVES

Proponents shall not contact City elected officials, officers or employees directly or indirectly regarding this RFP, except as indicated in this RFP.

7.6 CONFLICT OF INTEREST

Proponents shall disclose any potential conflicts of interest and existing business relationships they may have with the City, its elected or appointed officials or employees. The City may reject a Proposal if the City considers that selection of the Proponent to enter into a Contract would give rise to a conflict of interest. The Contract may include a clause providing that a failure to disclose, or false or insufficient disclosure of the nature and extent of any relationship the Proponent may have with the City or any of its elected or appointed officials or employees shall be grounds for immediate termination of the Contract, in the City's sole discretion, without compensation from the City.

7.7 INSURANCE

The successful Proponent will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the Contract term, the following insurance with insurers licensed in British Columbia in forms acceptable to the City:

- a) Commercial General Liability Insurance protecting the City, for an amount of five million dollars (\$5,000,000) naming the City as additional insured;
- b) Automobile Liability Insurance on all licensed vehicles owned by or leased to the Contractor, protecting against damages arising from bodily injury (including death) and from claims for property damage arising from the operations of the Contractor, its servants, agents, or employees. This insurance shall be for a minimum amount of five million dollars (\$5,000,000) inclusive per accident.

7.8 PERMITS AND LICENSES

The successful Proponent may be required to obtain a City of New Westminster or MetroWest Inter-Municipal Business license prior to commencement of work.

7.9 GOVERNING LAW / JURISDICTION

This RFP shall be governed by and construed in accordance with the laws of the Province of British Columbia which shall be deemed to be the proper law hereof and in so doing the Courts of British Columbia shall have exclusive jurisdiction to determine all disputes and claims arising out of or in any way connected to this RFP.

7.10 COVID-19 GLOBAL PANDEMIC

Due to the COVID 19 global pandemic, the City may be required or decide not to proceed with the Work or to terminate any contract prior to the Work commencing. If this occurs, the City will only pay for actual costs incurred by the service provider(s).

In submitting a Proposal, the Proponent acknowledges the presence of the COVID-19 virus in Canada and other jurisdictions. The Proponent also acknowledges the consequences and impacts "Known Impacts" of the COVID-19 Pandemic existing as of the date of this Request for

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Proposal, and said “Known Impacts” have been accounted for by the Proponent within the schedule and pricing.

8.0 LIVING WAGE EMPLOYER

8.1 Effective January 1, 2011, the City of New Westminster became a “Living Wage Employer”. As such, the City has established a [Living Wage Policy](#) that requires all firms that are contracted by the City to provide services on City premises, to pay their employees, who perform said service on City property, a Living Wage as calculated by the Living Wage for Families Campaign. The current living wage rate for Metro Vancouver is \$19.50 per hour, assuming the employer provides no benefits.

8.2 In order to determine an employee’s hourly rate with benefits the Living Wage for Families has created a Living Wage Calculator to assist with this determination. Please access the following website to determine your compatibility
http://www.livingwageforfamilies.ca/living_wage_calculator

8.3 The City includes in all its competitive bid documents a Declaration referencing the City’s expectations with regards to compliance of the Policy (attached as Appendix B). **Completion and submission of the Declaration is required prior to Contract award.**

8.4 In evaluating submissions, the City intends to rely on the Declaration provided by a Respondent and shall have no obligation or duty to investigate the truthfulness of the Declaration. Please review the City’s [Living Wage Page](#) for further information.

9.0 EVALUATION CRITERIA AND PROCESS

9.1 The City intends to evaluate Proposals in order to identify a Proposal that, in the City’s opinion offers the best value to the City.

9.2 The City intends to evaluate Proposals based on the following criteria and weighting:

Evaluation Criteria	Weighting
Capability and Experience	35
Business Processes	35
References	Pass/Fail
Pricing / Fees / Rates	30
Total	100

9.3 In evaluating a Proposal, the City may review and investigate the Proponent’s ability to comply with Living Wage Employer requirements of this RFP and the City may choose not to select a Proponent if the City is not satisfied, in its sole discretion, that the Proponent can meet these requirements.

9.4 In evaluating a Proposal, the City may contact references and may choose not to select a Proponent where the references are not satisfactory to the City in its sole discretion. The City reserves the right to seek a reference from sources other than those provided by the Proponent.

9.5 In evaluating a Proposal, the City may request financial information regarding a Proponent and may choose not to select a Proponent where the City is not satisfied, in its sole discretion, that the Proponent is in a financial position to perform the Services.

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- 9.6** There shall be no obligation on the part of the City to receive further information, whether written or oral, from any Proponent or to disclose the nature of any Proposal received.
- 9.7** The City may invite one or more Proponents for an interview or to provide clarifications of their Proposal(s) and the City may consider the results of such Proponent interview(s) or clarifications in evaluating Proposals.
- 9.8** In evaluating a Proposal, the City may consider qualifications and experience of the Proponent and past performance of the Proponent in providing similar services.

10.0 NEGOTIATIONS

- 10.1** The award of a contract may be subject to negotiations with the lead Proponent that is deemed to provide the best value to the City. Such negotiations include, but not limited to, the following:
- a) Changes to the requirements or Scope of Work proposed by the Proponent
 - b) Price; and
 - c) Specific contract details as deemed reasonable for negotiations by the City
- 10.2** If a written contract cannot be negotiated within fourteen (14) days of notification with the lead Proponent, the City may, at its discretion at any time thereafter, terminate negotiations with the lead Proponent and either enter into negotiations with the next qualified Proponent or cancel the RFP or negotiate with another supplier.



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PART 2

BUSINESS REQUIREMENTS

1.0 CORPORATION OF THE CITY OF NEW WESTMINSTER OVERVIEW

- 1.1** The City of New Westminster is the first city in Western Canada and is located at the centre of Metro Vancouver. Just 20 km from downtown Vancouver, the City has both major transportation routes and railways running through its boundaries.
- 1.2** The City, apart from the standard service and facility offerings of a typical municipality, also operates its own Electrical Utility and police force.

2.0 BACKGROUND

- 2.1** Throughout the year, the City undertakes projects utilizing City staff that requires traffic control and flagging services. These projects involving flagging, traffic control, and the City's Engineering Operations or Electrical Operations Departments typically initiate temporary closures.
- 2.2** To facilitate these requirements the City requires qualified Traffic Control Contractors on an "as and when requested" basis as directed by City staff. The service will be required on a 365/24/7 basis.
- 2.3** The City intends to retain up to three (3) qualified traffic control contractors as primary service providers, but may use the services of an alternate qualified traffic control contractor if the primary service providers are unable to supply the required service needs.

3.0 BUSINESS REQUIREMENTS

- 3.1** The City requires flagging and traffic control services 24/7/365 to complete various projects within the municipality. Services will be requested on an as, if, and when required basis and the City does not guarantee a minimum number of hours of work or Work Assignments to any Contractor.
- 3.2** Generally, the City requires at least two flag/traffic control persons per day, every working day.
- 3.3** The City expects the service provider(s) to provide the Designated Supervisor – per WorkSafeBC Regulations.
- 3.4** The City intends to select at least three (3) Contractors with the experience and capacity to provide certified and qualified flagging and traffic control personnel and equipment.
- 3.5** Note: For complex work involving unusual traffic disruptions, the Contractor may be required from time to time to submit a written TMP prior to commencing the Work. The TMP will include a drawing, which illustrates the location of all traffic control devices, as a minimum.
- 3.6** The City prefers to have consistency in the personnel assigned to provide services under this RFP.
- 3.7** Unsuitable personnel may be replaced upon direction of the City representative for a particular assignment. Determination of suitability will be at the discretion of the City.
- 3.8** An updated and complete list of the contractor's personnel and their qualifications must be maintained and provided to the City upon request.

4.0 PROPONENT QUALIFICATIONS

4.1 The Proponents must be able to show that it has carried out this type of work within the past five (5) years for a public organization.

4.2 All personnel provided for traffic control must be fully trained and certified in traffic control procedures.

4.3 All equipment must be fully licensed and insurance kept current.

4.4 Operators of hired vehicles must hold valid BC drivers licence for class of vehicle driven.

5.0 **SCOPE OF WORK**

5.1 The traffic control work is to be performed within the boundaries of the City of New Westminster.

5.2 The Services will include, but are not limited to the provision of temporary traffic control services generally consisting of:

- a) Traffic Control Person (TCP)
- b) Designated Supervisor – per WorkSafeBC Regulations
- c) Traffic Control
- d) Traffic Control Devices
- e) Work Zone set up
- f) Work Site Flagging
- g) Lane Closures
- h) Traffic and Pedestrian Detours
- i) Development of written detailed Traffic Management Plans (TMP) for both vehicular traffic and/or pedestrian traffic which may include, but are not limited to:
 - 1) TMP without detours;
 - 2) TMP with detours; and
 - 3) TMP including pedestrian detours.

5.3 The traffic control contractor will be required to submit a “Traffic Management Plan” for a project if requested by a City project representative for:

- a) Lane closures;
- b) Detours;
- c) Special events.

5.4 The City’s Electrical Utility usually requires two Traffic Control Persons per working day, however, there is no implied guarantee of a minimum number of hours of work

5.5 The Contractor should 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.

5.6 Traffic control vehicles, employee transportation vehicles, and mobile signboard trailers will not be invoiced unless requested by City staff in writing.

5.7 The Contractor will assume the full cost and responsibility for any damage or loss of their equipment. Sufficient measures to avoid damages or loss should be taken by the Contractor. Loss by theft, fire, accident or negligence, will also be the Contractor’s responsibility and the Contractor should take appropriate precautions.

5.8 The City will not pay for meal breaks by traffic controllers.

5.9 Daily traffic control time sheets and invoices will require a detailed breakdown of costs and conform to City requirements.

6.0 **PERSONNEL AVAILABILITY**

6.1 Traffic control services shall be available 24 hours per day, a minimum of 12-hour notice prior to the service needed will be given except on an emergency basis.

6.2 Transportation for the contractor’s personnel shall be the responsibility of the contractor.

7.0 **SCHEDULE OF RATES**

7.1 Payment for traffic control services shall be made at an inclusive rate per hour of work for the authorized hours of work.

7.2 City representative must authorize any additional equipment required and billed.

7.3 Travel time to and from the work site will not considered a billable expense to the City.

8.0 **SCHEDULE**

8.1 The anticipated timeline for the RFP is currently as follows; however the City reserves the right to modify the actual timing and sequence of events:

Activity	Anticipated Timing
RFP Closes	August 2020
Proponent Selected	September 2020
Work to start	October 2020



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PART 3

PROPOSAL FORMAT AND CONTENT REQUIREMENTS

1.0 PROPOSAL COVER PAGE

Proposals are to include the following Cover Page, completed by the Proponent:

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Flagging and Traffic Control Services

Closing Time:

Wednesday, August 19, 2020
3:00 PM, Local Time, Vancouver BC

Closing Location:

upload to <https://fileshare.newwestcity.ca/filedrop/~sS3M7G>

PROPONENT NAME		
Street Address:		
City Province Postal Code		
Contact Name:		
Telephone number:		Fax:
Email		Date:
Signature: by authorized signatory		

By my signature above, it shall be understood that I have read, understood and accept the requirements outlined in the Request for Proposal, we hereby propose to supply the Services in accordance with the Request for Proposal and as outlined in this Form of Proposal.

2.0 REQUEST FOR PROPOSAL DOCUMENTS

2.1 The RFP Documents include the following documents attached to this Form of Proposal

<u>Appendix Title</u>	<u>Appendix Number</u>
RFP Submission Requirements	Appendix A
Declaration – Living Wage Employer	Appendix B
References	Appendix C
Absence of Conflict of Interest	Appendix D

3.0 PROPOSAL FORMAT

3.1 All Proposals should include the following information and in the same sequence of topics and numbered accordingly.

3.2 Sequence of topics:

- 1) Proponent Information - signed
- 2) Appendix A – RFP Submission Requirements – provide all requested information
- 3) Appendix B – Declaration – Living Wage Employer - signed
- 4) Appendix C – References
- 5) Appendix D – Absence of Conflict of Interest

3.3 Please provide a Table of Contents.

3.4 Proposals should not exceed thirty (30) pages in length excluding attached appendices. Proposals should be provided double-sided on 8 ½” white paper, in a font colour of black and not less than 11 point.



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APPENDIX A

PROPOSAL SUBMISSION REQUIREMENTS

Proposal Submission Requirements

- Proponents should provide the information required under each heading clearly and concisely.
- Note any page number restrictions for each question, where applicable.
- Any attachments required to supplement your response should be clearly cross-referenced and included in your Proposal package.
- Do not respond to any questions in this RFP by referencing another question or information that has been submitted to the City outside of this RFP.

Capability and Experience	
1.	Describe your firm’s primary business; identify ownership, number of years in business, where your business is located, and your firm’s number of years’ experience with providing traffic control services.
	<i>Response:</i>
2.	Describe your firm’s experience, qualifications, and ability to provide traffic control services to the City.
	<i>Response:</i>
3.	Describe the required education, training requirements and number of years’ experience of your primary traffic control staff to be assigned to this contract.
	<i>Response:</i>

<p>4. Please state the total number of employees whose primary responsibility will be providing traffic control services under this contract and their years of experience. Please expand the table as much as necessary.</p>		
Trade	Name	Date of Ticket
Supervisor	<ol style="list-style-type: none"> 1. 2. 3. 	
Traffic Control Person	<ol style="list-style-type: none"> 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 	
Other (Please state):	<ol style="list-style-type: none"> 1. 2. 3. 4. 	
<p>5. Please describe how you will ensure the City receives traffic control services it requires. Include details of how you provide service to your customers during seasonal demand or when workload increases.</p>		
<p>Response:</p>		
<p>6. Please provide an organizational chart outlining the management structure and key personnel who will be assigned to this contract. Clearly indicate who reports to whom, provide e-mail address, and phone numbers.</p>		
<p>Response:</p>		

7. Please identify the dedicated account representative and any key personnel who will be assigned to the City. Provide a detailed description of their qualifications, experience and contact information.

Response:

8. The City does not approve the use of subcontractors to service this contract. However, should an unusual situation arise where the City may approve the use of a subcontractor, please identify any proposed subcontractors that may be used to service this contract.

Response:

9. Please provide a complete list of your equipment and resources. Equipment lists shall include the quantity, type, and age of vehicles in your fleet; and quantity of signs and reader boards. Feel free to attach a separate list but be sure to provide a response.

Response:

Business Processes

10. Provide a clear description of your proposed methodology to provide the services successfully. Explain in detail how you plan, manage, control, and appropriately deploy employee resources.

Response:

11. Please provide details of your dispatching and call-out processes to provide services 24 hours per day, 7 days per week. Please include your guaranteed response time for a TCP to be on site in the event of an emergency call out.

Response:

12. Please provide details of your corporate safety policies and programs and include a copy of your firm’s WorkSafe BC Inspection Report Summary for the past three years.

Response (Include your WCB Inspection Report Summary):

13. Provide evidence of the following with your submission:

Responses:

A WorkSafe BC clearance letter indicating your status:

Licenses, certifications, memberships the firm and key employees hold:

Employee performance monitoring and quality control processes:

Your communication resources and methods to communicate with the City and employees (i.e. cell phones, internet, two-way radios):

Your communication methods to address complaints or concerns, 24 hours per day:

Incident reports and timesheets:

Your daily work order slip form:

A monthly activity report in support of the invoice amount(s). The reports shall be provided in either electronic format (Excel) or computer generated spreadsheets and shall indicate, at the minimum, specific services provided specifying labour and materials, hours of service provided per individual, specific hourly labour rates charged, dates and location of services performed; and, City work order number and account code for individual Services provided:

14. The successful Contractor(s) will be required to provide at their expense all Contractors’ personnel transportation to and from all job sites. This includes any transportation required between job sites during the working period. Please provide details of your Employee transportation requirements.

Response:

15. Describe in detail your firm’s process for deploying new and/or inexperienced traffic control personnel.

Response:

16. Provide details of your invoicing processes from TCP arrival to final invoice. Include details of your flexible payment options, online or summary invoicing, or credit card payment options. Clearly define any efficiencies, additional discounts or other benefits of implementing such processes. Please include a sample invoice.

Response:

17. Explain your process for development of Traffic Management Plans. Provide two (2) sample Traffic Management Plans with submission. One sample TMP should be without detours and the one should include pedestrian detours.

Response:

Prices / Fees / Rates

18. Please provide prices rates for the services as outlined in this RFP. Payment for traffic control services shall be an inclusive rate per hour of work for the authorized hours of work. Travel time to and from the work site will not considered a billable expense to the City.

Response:

Item	Description	Rate
1.0	Straight time rate per hour up to 8 hours per day Monday to Friday	\$ /hr
2.0	Overtime rate per hour, All days of the week	\$ /hr
3.0	Minimum number of hours charged for call out	\$
4.0	Minimum notification required for cancellation without charge	\$
5.0	List any additional equipment, vehicle or personnel costs that may apply	
5.1		\$
5.2		\$
5.3		\$
5.4		\$
5.5		\$
5.6		\$



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APPENDIX B

DECLARATION – LIVING WAGE EMPLOYER



DECLARATION – LIVING WAGE EMPLOYER

I, _____ as a duly authorized signing officer of

Company: _____

Address: _____

_____, confirm that all employees and sub-contractors under our contract with the City as outlined below, are paid not less than the “Living Wage” as calculated by the Living Wage for Families Campaign.

I understand that this requirement extends only to those employees and sub-contractors’ employees that perform work while on City premises and property for durations in excess of one continuous hour per occasion.

I understand that the City will conduct audits if and when notification of breach of this compliance is received by the City. I understand that in the event any breach of this declaration is found to be true, the City reserves the right to cancel its contract without penalty at any time once said authentication of the breach is made.

Contract Name: _____

Authorized Signatory:

Dated:



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APPENDIX C

REFERENCES

REFERENCES

Please provide three (3) references for companies in British Columbia for whom your organization has completed work of a similar magnitude and nature in the past five (5) years. The City of New Westminster may be used as a reference, if work of a similar nature has been provided to the City.

Reference 1	
Company Name and Address	
Contact Name	
Telephone Number	
Email address	
Brief Description of services provided	

Reference 2	
Company Name and Address	
Contact Name	
Telephone Number	
Email address	
Brief Description of services provided	

Reference 3	
Company Name and Address	
Contact Name	
Telephone Number	
Email address	
Brief Description of services provided	

- 1.1** The City reserves the right to contact the references to confirm the nature and performance of the work provided by the Proponent. The City may not enter into any contract with any Proponent whose references, in the City's sole opinion, are found to be unsatisfactory. The City reserves the right to seek a reference from sources other than those provided by the Proponent.
- 1.2** Description of services provided can be expanded but limited to one (1) page per Reference.



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APPENDIX D

ABSENCE OF CONFLICT OF INTEREST

Absence of Conflict of Interest

The City reserves the right to reject Proposals from Proponents, who in the opinion of the City, are in conflict of interest, in relation to the Services described in the RFP. The determination of a conflict will be in the sole discretion of the City.

1. State if there is a conflict, or potential conflict of interest, that may exist with provisions of the Services to the City.	Yes No
2. If you have answered “Yes” to Question 1 noted above , please provide a description of the nature of the conflict of interest below:	