



City of  
Richmond

**4010 EOI**

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**REQUEST FOR EXPRESSIONS OF INTEREST – 4010 EOI**

**4010 EOI - DOG HAZING PROGRAM FOR SNOW GEESE CONTROL**

Expressions of Interest will be received at the Information Counter, Main Floor, Richmond City Hall, addressed to the Purchasing Section, 6911 No. 3 Road, Richmond, BC, V6Y 2C1, until:

**3:00pm, local time on Friday, September 17, 2010** (the “Closing Date/Time”).

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## **1.0 Introduction**

- 1.1. The City of Richmond (the City) invites Expressions of Interest (EOI) for a Contractor, or multiple Contractors, to provide trained canines for snow goose hazing services (the “Services”).
- 1.2. The City may, in its sole discretion, retain multiple contractors to provide the Services on an as-required basis through priority call out. Priority will be determined based on each Contractor’s availability and hourly rates.

## **2.0 Background**

- 2.1. As part of the Fraser/Skagit deltas region, Richmond has historically been a part of what is known as the Wrangel Island flock’s annual cycle. The geese in this flock’s cycle have not been of particular concern in previous decades as the populations were smaller and they were able to forage on farmland and open fields.

In recent years, however, snow geese have been wintering on the Fraser/Skagit deltas in flocks of up to 100,000. The current flock sizes indicate a near three – fold increase from over a decade ago. There are many reasons contributing to this increase, including favourable feeding opportunities on the Fraser and Skagit deltas and it is expected that the snow geese population will continue to increase annually.

The rise in population and the increased densification of the City, have pushed the geese onto schoolyards and playfields. These areas provide easy feeding opportunities for the geese, however there are a number of negative side effects associated with this. These include field damage, potential health risks from faeces, and the deterrent factor for members of the public wanting to use the fields but are unable to do so with the geese present.

From early October to April of each year, the snow geese congregate in all of Richmond’s parks, especially those west of No. 3 Road.

The City has developed a Snow Geese management strategy, which relies on a coordinated approach to deter the geese from congregating in large numbers in the city. As part of this strategy, canine hazing services are required to provide regular patrols of the City’s parks for deterrence and prevention. As such, the City is seeking qualified Contractors to provide canine hazing services.

## **3.0 Objectives**

- 3.1. To discourage snow geese congregation in Richmond parks, urban and natural areas by creating uncomfortable conditions for snow geese, so that they can relocate to unabated destinations such as the covered crops in Richmond and Delta.

## **4.0 Definitions**

4.1. Throughout this EOI the following definitions apply:

- a) “Contract” means the written agreement resulting from this Request for Expressions of Interest, or a subsequent Request for Proposal, executed by the City and the Contractor for the Work;
- b) “Contractor” means the Successful Respondent to this Request for Expressions of Interest who enters into a written Contract with the City to perform and to oversee the Work;
- a) “Expression of Interest” means a statement of qualifications submitted in response to and according to the terms of this Request for Expressions of Interest;
- b) “Respondent” means an individual or a company (vendor) that submits, or intends to submit, a Response;
- c) “Response” or “Submission” means an Expression of Interest;
- d) “Shall”, “Must” and “Will” and means a requirement that must be met in order for a Response to receive consideration;
- e) “Should” or “May” means a requirement having a significant degree of importance to the objectives of the Request for Proposal which will be considered in analysing the Responses and
- f) “Work”, or “Services” means the provision of all labour, services, material and equipment, and any action as necessary for the Preferred Proponent to complete and perform its obligations in accordance with the terms and conditions of the Contract.

## **5.0 Scope**

5.1. The Contractor will be required to provide a dog hazing program for snow geese control and mitigation.

- a) The Contractor will be required to be available seven (7) days per week, 24 hours per day on an as-required basis, pre-scheduled and on-demand.
- b) The Contractor will be required to provide a one (1) hour response time to call out requests for services.
- c) The Contractor will be required to provide at least two (2) dogs on site for the provision of the services required.

- d) Using humane methods, including voice and hand signal commands, the Contractor must ensure that its canines be under supervision and control at all times while on site.
- e) The Contractor will be responsible for maintaining a log of the snow geese flocks including their initial location, date and time and the location to where they were hazed.

## **6.0 Pre-qualification Process**

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

## **7.0 Requests for Proposals**

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

## **8.0 Qualification Criteria**

- 8.1. The successful Respondent shall have the following qualifications:
  - a) Dog handling using a variety of methods, including voice and hand signal controls.
  - b) Compliance with applicable Provincial and Federal regulations.
  - c) Must carry comprehensive general liability insurance as stipulated in Appendix One (1).
  - d) Must have working knowledge and understanding of snow geese (*Chen caerulescens*) including their ecology and migratory patterns.
  - e) Must be able to provide at least two client references that are similar to the City.

- f) A sound knowledge of city parks, green spaces and school locations is required. Knowledge of Lower Mainland city parks, green spaces and school locations is desirable.

- 8.2. In addition, the successful Respondent shall have previously and successfully completed projects of a similar size and complexity to the scope of work described in this EOI.

## 9.0 Submission Details

- 9.1. Respondents are requested to submit three (3) copies of their Expression of Interest marked “4010 EOI – Dog Hazing Program for Snow Geese Control ” to the Purchasing Division, Information Counter, Main Floor, Richmond City Hall located at 6911 No. 3 Road, Richmond, BC V6Y 2C1. Submissions will be received on or before:

**3:00pm, local time on Friday, September 17, 2010**

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

## 10.0 Format Requirements

- 10.1. Responses submitted shall consist of:

- I. Title Page (1 page)

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

II. Corporate Experience:

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

III. Corporate Capability:

- a. Describe capability (financial, experience and workload capacity) to undertake the role of Consultant.
- b. Provide resumes of proposed key personnel.
- c. Provide a letter from a bonding company confirming the Respondent's binding capability and provide a certificate of existing commercial general liability insurance.
- d. Provide a completed Undertaking of Liability Insurance form (in Appendix One) letter from an insurance company confirming the Respondent's capacity to provide comprehensive general liability insurance conforming to the requirements of Appendix One (1). Respondents may use the form letter provided in Appendix One.

IV. Completed and Current Projects:

- a. List three (3) relevant projects, name of client, value of the projects, company personnel involved and client/owner references with contact names and telephone numbers.
- b. Describe capacity to undertake this project and describe any other projects that the Respondent has scheduled during the anticipated time frame.

V. Outline of Services to be Provided:

- a. Provide a brief discussion of your methodology and approach to providing the requirements of the Dog Hazing Program for Snow Geese Control .
- b. Provide a Project Timeline.

VI. Estimated Hourly Rates:

- a. The Respondent should provide estimated hourly rates for the services outlined in this Request for Expressions of Interest. Should the City undertake an RFP process or negotiate a contract with Respondents directly from this EOI process, the City will request firm pricing from Respondents.

**11.0 Review of Submissions**

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

**12.0 Inquiries**

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

**13.0 Non-Conforming Submissions**

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

#### **14.0 Notifications and RFP Process**

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

#### **15.0 Information Disclaimer**

- 15.1. The City of Richmond and its directors, officers, employees, agents consultants and advisors are not liable or responsible for any oral, verbal or written

information, or any advice, or any errors or omissions, which may be contained in this EOI or otherwise provided to the Respondent or Consultant pursuant to this EOI.

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

#### **16.0 Intent to Enter Into An Agreement**

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

#### **17.0 Modification of Terms**

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

#### **18.0 Ownership of Submissions**

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

#### **19.0 Right to Not Accept Any Expression of Interest**

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

**20.0 No Commissions**

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

**21.0 Use of this Request for Expressions of Interest**

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

**22.0 Confidentiality, Freedom of Information and Protection of Privacy**

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

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

**23.0 No Claim for Compensation of Expenses**

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

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

**24.0 Conflict of Interest**

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

**25.0 No Solicitation**

25.1. If any directors, employees, officers, agents, consultants, or representatives, or other representative of a Respondent makes any representation or solicitation

offering a personal benefit to any officer, employee, agent, consultant, or elected official of the City, concerning the Respondent's Expression of Interest, the City reserves the right to reject the Respondent's Response to this Request for Expression of Interest.

**26.0 No Lobbying**

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

**27.0 Publicity**

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

**Appendix One**

**Undertaking of Liability Insurance**

City of Richmond  
6911 No. 3 Road  
Richmond, BC V6Y 2C1

Dear Sirs:

We, the undersigned (insert insurance company's name) \_\_\_\_\_ do hereby undertake and agree to insure the Contractor in the amount of \$5,000,000.00 as outlined in the attached "General Conditions of the Contract" and agree to:

- a. Name the City of Richmond, its officers, officials, agents, and employees as additional insured in connection with the work being proposed by the Contractor.
- b. State that such policy applies to each insured in the same manner and to the same extent as if separate policy had been issued to each insured named in the policy.
- c. State that the policy cannot be cancelled, lapsed, or materially changed without at least 30 days written notice of cancellation delivered to the City Clerk of the City of Richmond at 6911 No. 3 Road, Richmond, BC V6Y 2C1.
- d. State that coverage provided by such insurance shall protect the Contractor and the City of Richmond during the performance of the works and services specified in the attached Form of Quotation and specifically that the insurance required by such Quotation shall be consistent with the requirements therein.

if the Contract is awarded to (insert bidder's name) \_\_\_\_\_

EXCEPTIONS:

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Dated at \_\_\_\_\_, British Columbia, this \_\_\_\_ day of \_\_\_\_\_, 2010.

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

This form must be signed by the Insurance Company or an authorized Broker on behalf of the Insurance Company.

A SEPARATE FORM MUST BE SIGNED FOR EACH POLICY IF MORE THAN ONE POLICY IS APPLICABLE.