



CONFEDERATION CENTRE OF THE ARTS
CENTRE DES ARTS DE LA CONFÉDÉRATION

Request for Quotation (RFQ)

Landscape Maintenance Services at Confederation Centre of the Arts

RFQ Issue Date: **June 26, 2020**

Submissions Due: **July 8, 2020 at 4:00 P.M. ADT**

Quotations must be submitted to:

Kelly Dawson

Chief Operations Officer

Confederation Centre of the Arts

145 Richmond Street, Charlottetown, PEI C1A 1J1

kdawson@confederationcentre.com

A digital copy of this document is currently available online at:

<https://confederationcentre.com/tendering-rfp/>

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1. INTRODUCTION

For more than 55 years, Confederation Centre of the Arts (“the Centre”) has been providing Canadians and visitors with an opportunity to experience the multiple cultures, histories, stories, and contexts of Canada’s origins and evolution. Through engaging visual arts exhibitions, theatrical performances, music, dance, education and heritage programming, Confederation Centre of the Arts is Canada’s hub for learning about how this nation was formed, and how our identity continues to evolve.

As Canada’s living monument to confederation, the Centre has the responsibility to learn and evolve with the country. We learn from the stories, images, and cultures of all Canadians, and celebrate this learning by connecting through the arts.



The Centre invites contractors to provide a quotation for the supply of the goods (if any) and services described in [Appendix A](#) (the "Goods and Services"). The description of the Goods and Services sets out the minimum requirements of the Centre. An organization that submits a Quotation (the "Contractor") should prepare a Quotation that meets the minimum requirements, and may as it may choose, also include goods, services or terms that exceed the minimum requirements.

Further to this, the Contractor must be willing to sign the agreement template outlined in [Appendix B](#) containing required terms and conditions of the agreement with the Centre.

2. SCHEDULE OF EVENTS

The following estimated schedule applies to this RFQ.

Description	Estimated Dates
Issuance of RFQ Documentation	June 26, 2020
Deadline for RFQ Questions	July 6, 2020
RFQ Date for Submission of Quotations	July 8, 2020
Commencement of Quotation Evaluation	July 9, 2020
Selection of Preferred Contractor	July 10, 2020
Estimated Commencement Date	July 13, 2020

The Centre reserves the right to make changes to the above estimated schedule. All such changes shall be made by an addendum as per Section 6.

3. ADDRESS FOR DELIVERY

A Quotation should be labelled with the Contractor's name and RFQ title. The Contractor may submit a Quotation either by email or in a hard copy, as follows:

(a) Email

If the Contractor chooses to submit by email, the Contractor should submit the Quotation electronically in a single document which must be delivered to the Centre by email at: kdawson@confederationcentre.com.

PDF emailed Quotations are preferred and the Centre will confirm receipt of emails. If sending large email attachments and you do not receive a receipt confirmation, Contractors should phone [902 628 6133] to confirm receipt. A Contractor bears all risk in the successful delivery of the quotation.

(b) Hard Copy

If the Contractor chooses NOT to submit by email, the Contractor should submit two copies which are to be delivered to the following address:

Confederation Centre of the Arts
C/O Kelly Dawson
Chief Operations Officer
145 Richmond Street
Charlottetown, PE
C1A 1J1

4. DATE

The Centre would prefer to receive quotations on or before **July 8, 2020 at 4:00 P.M. ADT.**

5. INQUIRIES

All inquiries related to this RFQ should be directed via email to the person named below (the “**Centre Representative**”). Information obtained from any person or source other than the Centre Representative may not be relied upon.

Name: Kelly Dawson
E-mail: kdawson@confederationcentre.com
Reference: CCOA – Landscape Maintenance RFQ

6. ADDENDA

If the Centre determines that an amendment is required to this RFQ, the Centre’s Representative will issue a written addendum by posting it on the Confederation Centre Website at <https://confederationcentre.com/tendering-rfp/>. It is the responsibility of the Contractor to check the Centre’s Website for addenda. The only way this RFQ may be added to, or amended in any way, is by a formal written addendum. No other communication, whether written or oral, from any person will affect or modify the terms of this RFQ or may be relied upon by any Contractor. By delivery of a Quotation, the Contractor is deemed to have received, accepted and understood the entire RFQ, including any and all addenda.

7. NO CONTRACT

This RFQ is simply an invitation for quotations (including prices and terms) for the convenience of all parties. It is not a tender and no obligations of any kind will arise from this RFQ or the submission of Quotations. The Centre may negotiate changes to any terms of a Quotation, including terms in Appendix A & B, including prices, and may negotiate with one or more Contractors or may at any time invite or permit the submission of quotations (including prices and terms) from other parties.

8. ACCEPTANCE

A Quotation will be an offer to the Centre which the Centre may accept at any time by signing the copy of the agreement as per Appendix B and delivering it to the Contractor. An agreement is not accepted by the Centre unless and until both the authorized signatory of the Contractor and the authorized signatory of the Centre have signed. Delivery of the signed Agreement by the Centre may be by e-mail or hard copy.

9. CONTRACTOR’S EXPENSES

Contractors are solely responsible for their own expenses in preparing and submitting Quotations, and for any meetings, negotiations or discussions with the Centre or its representatives and consultants, relating to or arising from the RFQ. The Centre will not be liable to any Contractor for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, incurred by the Contractor in preparing and submitting a Quotation, or participating in negotiations for a contract, or other activity related to or arising out of this RFQ.

10. CONTRACTOR'S QUALIFICATIONS

By submitting a Quotation, a Contractor represents that it has the expertise, qualifications, resources, and relevant experience to supply the Goods and Services.

11. CONFLICT OF INTEREST

A Contractor should disclose in its Quotation any actual or potential conflicts of interest and existing business relationships it may have with the Centre, its Board, or employees.

12. CONFIDENTIALITY

All Quotations will be held in confidence by the Centre unless otherwise required by law. Contractors should be aware that the Centre is subject to the *Freedom of Information and Protection of Privacy Act (FOIPP)* of Prince Edward Island.

13. SIGNATURE

The legal name of the person or firm submitting the Quotation should be inserted in the Quotation. The Quotation should be signed by a person authorized to sign on behalf of the Contractor.

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APPENDIX A – SPECIFICATION OF GOODS AND SCOPE OF SERVICES

1. PURPOSE

The Centre invites Quotations from experienced and qualified Contractors for the provision of everything required including all skilled labour, tools, materials, and equipment for **Landscape Maintenance Services** and any other requirements as further described in this Appendix.

2. SCOPE OF SERVICES

The primary obligation of the Contractor is to provide Landscape Maintenance Services for high-visibility horticultural areas meeting the requirements specified in Appendix A. General maintenance standards, as a minimum, include all applicable codes, regulations and safety requirements.

The Contractor shall provide everything needed to meet all the requirements of the landscape maintenance agreement including, without limitation, any and all labour, materials, tools, equipment, permits, traffic control and transportation to faithfully perform and provide the Services in Appendix A.

3. STANDARD OF WORK

All work shall be performed in a professional manner and in accordance with good trade practice and must be continually acceptable to the Centre.

The Contractor shall provide only qualified personnel; fully trained and experienced in performing the work requested.

4. SAFETY

The Contractor shall immediately report any hazardous conditions to the Centre.

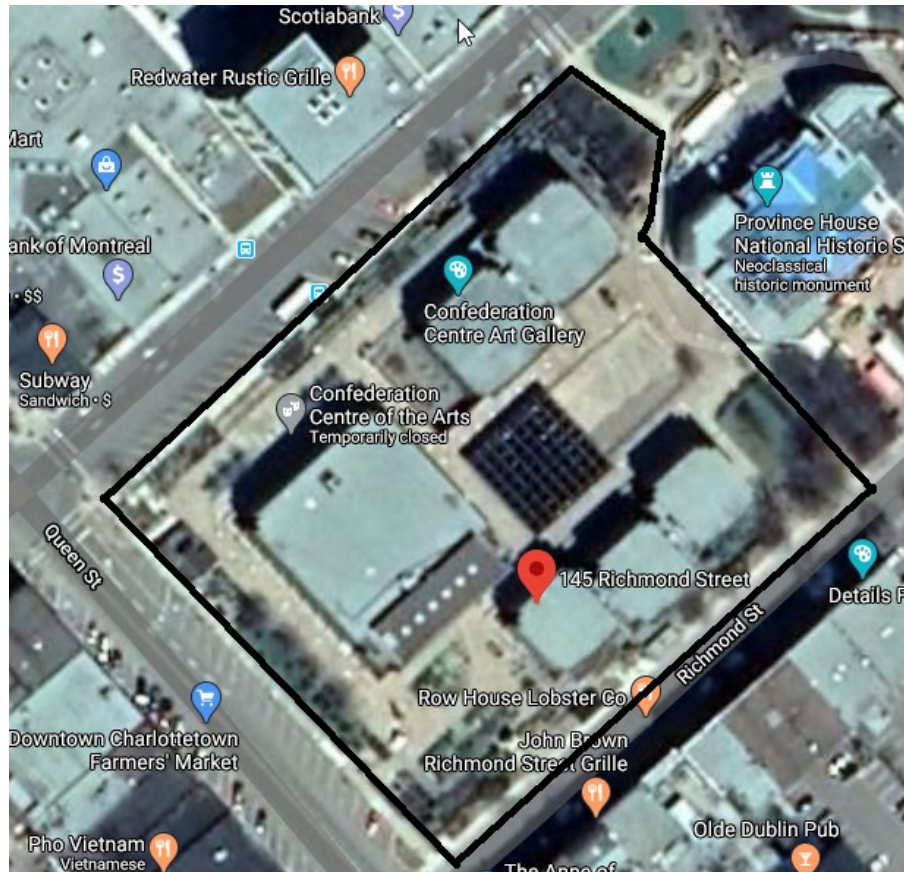
In the event of any incidents, altercations or accidents involving the public, Contractor employees, or Centre employees, the Contractor will notify the Centre immediately. The Centre may require a detailed written incident report from the Contractor describing the hazard, unsafe working condition or incident.

5. ENVIRONMENTAL PROTECTION

The Contractor shall be responsible to take all necessary measures to comply with requirements of the Federal and Provincial Environmental Protection Agencies, City regulations, Waste Management guidelines, and any other applicable acts and/or City Bylaws in respect to air, earth and water pollutants.

6. LOCATIONS

The Contractor will perform the services outlined in Section 7 on the L.W. (Lou) MacEachern Plaza at Confederation Centre of the Arts (noted on the map below) along with the Charles & Pauline Scott Courtyard (located next to the former Mavor's Bistro).



7. MAINTENANCE SERVICES

Horticultural Beds

- 7.1 Litter & Debris Control:** On each visit, the Contractor shall be responsible for the collection and removal of vegetative litter debris from all horticultural areas within the contracted site. All material is to be disposed of off-site in an acceptable manner.
- 7.2 Weed Control:** On each visit, the Contractor is to provide weed control for the complete suppression/removal of weed growth. The use of pesticides and/or herbicides is not permitted. All planted areas must be weed free after each visit.
- 7.3 Bed Surfaces:** All bed surfaces are to be raked, foreign materials removed, and additional mulch added to maintain a fresh appearance.
- 7.4 Maintenance Pruning:** Pruning must be in accordance with established horticultural practice and in relation to the intended function of the planting. Trees are excluded from all pruning services. However, should the Contractor offer this service, additional services to perform this tasks can be included as an option in the Quotation. Any plant material that extends beyond the hort bed edge is to be removed on each service visit. Plant material must be pruned to keep clear of any roadways, sidewalks, service boxes, fire hydrants and signage at all times. Dead plants and broken branches are to be removed on each service visit. Broken tree branches must be reported but are not to be removed.
- 7.5 Seasonal Pruning:** Seasonal Pruning must be completed annually (once per year). Pruning must be in accordance with established horticultural practice and in relation to the

intended function of the planting. All plant material (trees are excluded) is to be pruned to provide a consistent look across the hort bed with final height chosen based on plant health and best trade practice. Plant material that naturally remains low in height shall have spent flower heads sheared

Hard Surfaces

7.6 Litter Control: On each visit, the Contractor shall be responsible for the collection and removal of both vegetative litter debris from all hard surface areas extending three (3) meters from the edge of the hort bed. All material is to be disposed of off-site in an acceptable manner.

7.7 Weed Control: On each visit, the Contractor is to provide weed control for the complete suppression/removal of weed growth. The use of pesticides and/or herbicides is not permitted. Weed removal extends to all hard surfaces three (3) meters from the edge of the hort bed.

8. Schedule of Services

The Contractor is to provide the services stated in Section 7 in accordance with the following time schedule:

Area & Function	July 2020	August 2020	September 2020	October 2020	May 2021	June 2021	July 2021	August 2021	September 2021	October 2021	May 2022	June 2022	July 2022	August 2022	September 2022	October 2022
Horticultural Beds																
Litter and Debris Control	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Weed Control	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Bed Surfaces	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Maintenance Pruning		X	X	X		X	X	X	X	X		X	X	X	X	X
Seasonal Pruning	X				X						X					
Hard Surfaces																
Litter and Debris Control	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Weed Control	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

APPENDIX B – LANDSCAPE MAINTENANCE SERVICES AGREEMENT

Landscape Maintenance Services Agreement

This Landscaping agreement is entered into on _____ (“**Effective Date**”), by and between _____ (the “Client”) and _____ (the “Contractor”), collectively the “Parties”.

Both Parties therefore agree as follows:

Article 1 – Scope of Services

The Client wishes to obtain the Contractor’s services to perform the tasks and duties outlined as per the Contractor’s Quotation _____ dated _____.

Article 2 – Duration of Agreement

The Contractor will commence the provision of services beginning on _____ (“Start Date”) until _____ (“Expiry Date”) or the agreement is terminated for cause. After the expiration of this agreement, the Client will proceed with a competitive Request for Quotation process to which the Contractor can submit a new quotation.

Article 3 – Payment

The Client will pay the Contractor the equivalent of the agreed to annual amount on a monthly basis while the work is being performed. For 2020, four (4) payments will apply. For 2021 and 2022, six (6) payments will apply.

Article 4 - Events Beyond Contractor's Control

The Client agrees that if the Contractor is unable to complete the Services by the Completion Date because of events beyond the Contractor's control (such as fire, flood, acts of God, vandalism, pandemic, etc.), the Contractor will not be deemed to have breached this Contract and the time for the Contractor to complete the Services will be extended by the amount of time reasonably necessary for the Contractor to complete the Services and at a schedule agreeable to the Parties. The time for the Client to pay the Contractor for the Services will be extended in the same manner.

Article 5 - Safety Precautions

The Contractor will take all reasonable safety precautions in performing the Services. The Contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of public authorities for the safety of persons and property. The Client agrees to keep the property clear of all known and potential hazards.

Article 6 – Limitation of Liability

The Contractor will indemnify and save harmless the Client from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) for damage to or destruction of Contractor property or injury to or death of any employee, sub-contractor, or agent representing the Contractor while providing services under this agreement.

Article 7 – Damage to Property

The Contractor shall carry on its operation in such a manner that it does not damage the existing curbs, pavement, ground areas, trees, shrubs, turf, guardrail, utilities, delineators, irrigation systems or other existing structures. In the event damage occurs by reason of

providing the Services, the Contractor shall replace or repair same at its own expense and as directed by the Client. The Contractor has the option to make the repairs under the guidance of the Client; or the Client will make the repairs and back bill the Contractor for labour, materials and overheads.

Article 8 – Termination

The Client can terminate the agreement by giving written notice: (a) if the Contractor commits any material breach of this Contract and fails to correct the breach within 10 days of notice of the breach; or (b) if there is any repeated failure by the Contractor to provide the Services of an acceptable standard and to the reasonable satisfaction of the Client.

The Contractor can terminate the Contract by giving written notice: (a) if the Client fails to make the payments required and set forth in Article 3 within 30 days of notice of failure to make a payment; or (b) if the Client commits any other material, non-financial breach and fails to correct the breach within 10 days of notice of the breach.

Article 9 - Entire Agreement

This document reflects the entire agreement between the Contractor and the Client and reflects a complete understanding of the parties with respect to the subject matter. This Contract supersedes all prior written and oral representations. The Contract may not be amended, altered or supplemented except in writing signed by both the Contractor and the Client.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

“Client”

Signature: _____

Name (Printed): _____

Title: _____

Date: _____

“Contractor”

Signature: _____

Name (Printed): _____

Title: _____

Date: _____