



City of Coquitlam

Request for Proposals

RFP No. 16-06-04

SPEA Tree Management

Issue Date: June 20, 2016

TABLE OF CONTENTS

	Page
DEFINITIONS	3
1. INSTRUCTIONS TO PROPONENTS	4
1.1. Request for Proposals.....	4
1.2. Project Schedule	4
1.3. Closing Date & Time.....	4
1.4. Instructions for Proposal Submission	4
1.5. Inquiries	5
1.6. Addenda.....	5
1.7. Privacy Act.....	6
1.8. Prices.....	6
1.9. Evaluation Criteria	6
1.10. Negotiation.....	6
1.11. Irrevocability and Acceptance of Proposals.....	7
1.12. No Claim	7
1.13. No Contract.....	7
1.14. Conflict of Interest	8
1.15. Non-Solicitation.....	8
1.16. Liability for Errors	8
1.17. Proposal Submission.....	8
1.18. Examination of Proposal Documents	8
2. GENERAL CONDITIONS.....	9
2.1 Notification of Award.....	9
2.2 Health and Safety Requirements	9
2.3 Liability Insurance	9
2.4 Business Licence	9
2.5 WorkSafeBC Coverage	9
2.6 Equipment, Materials and Workmanship.....	9
2.7 Default.....	10
2.8 Cancellation	10
2.9 Dispute Resolution.....	11
2.10 Confidentiality	11
2.11 Advertisement.....	11
2.12 Subletting.....	11
2.13 Law	11
2.14 Payments – Invoicing	12
3. SCOPE OF SERVICES.....	12
3.1 Scope of Work	12
3.2 General Requirements	12

APPENDIX A – City-Owned SPEAs in Northeast Coquitlam

PROPOSAL SUBMISSION FORM

DEFINITIONS

“Agreement” “Contract” means the contract for services or Purchase Order (PO) issued to formalize with the successful Proponent through negotiation process with the City based on the proposal submitted and will incorporate by reference the Request for Proposals, Specifications, Drawings, any additional subsequent information, any addenda issued, the Proponent’s response and acceptance by the City.

“City” means City of Coquitlam.

“Consultant” means the person(s) firm(s) or corporation(s) appointed by the City to carry out all duties, obligations, work and services described in the Request for Proposal and all associated documentation, which may also include mutually agreed revisions subsequent to submission of a Proposal. Both “Consultant” and “Proponent” are complementary in terms of duties, obligations and responsibilities contemplated at the Request for Proposals stage, through evaluation process, execution and delivery of the services.

“Proponent” means responder to this Request for Proposals.

“Proposal” means the submission by the Proponent.

“RFP” “Request for Proposals” shall mean and include the complete set of documents, specifications, drawings and addenda incorporated herein, and included in this Request for Proposals.

“SPEA” means Streamside Protection and Enhancement Area.

“Services” means and includes the provision by the successful Proponent of all services, duties and expectations as further described in this RFP.

“Supply” “Provide” shall mean supply and pay for and provide and pay for.

“Shall” “Must” “Will” “Mandatory” means a requirement that must be met.

1. INSTRUCTIONS TO PROPONENTS

1.1. Request for Proposals

The City of Coquitlam (“City”) requests Proposals from professional, qualified, experienced companies for the provision of **SPEA Tree Management** on an “as needed and when requested” basis in Northeast Coquitlam.

The City of Coquitlam is seeking a consulting team with tree risk assessment, wildfire fuel management and riparian area restoration expertise to conduct a comprehensive assessment of the SPEAs on Burke Mountain and to prepare a final report outlining the work necessary to ensure these areas are wind firm and sustainable ecosystems in the long term. The successful consulting team must include a Registered Professional Forester with valid Tree Risk Assessor Qualification (TRAQ). In addition, any staff on the consulting team proposed to be involved in the tree risk assessment component of this project must also have valid TRAQ.

Also refer to:

- **SCOPE OF SERVICES, Section 3**, for complete details.
- **APPENDIX A – City Owned SPEAs in Northeast Coquitlam**

1.2. Project Schedule

The project is to start immediately after the award of contract.

RFP Closing Date **June 30, 2016**
Interim Report **August 26, 2016**
Final Report **September 30, 2016**

Project monitoring work will be from approximately September – November 2016.

1.3. Closing Date & Time

Proposals will be received by the City of Coquitlam on or before 2:00 pm local time on:

Thursday, June 30, 2016

1.4. Instructions for Proposal Submission

Proposal submissions are to be uploaded electronically through Qfile, the City’s file transfer service accessed at website: qfile.coquitlam.ca/bid

1. In the “Subject” field enter: RFP Number and Name
2. Add files in .pdf format and Send
(Ensure you receive 2 emails from Qfile to confirm upload is complete.)

Proposals submitted shall be deemed to be successfully received when displayed as new email in the in-box of the City email address. The City will not be liable for any delay for any reason including technological delays, or issues by either party's network or email program, and the City will not be liable for any damages associated with Proposals not received.

The City reserves the right to accept Proposals received after the closing date and time but is under no obligation to evaluate.

Proposals will not be opened in public.

Proposals may be withdrawn upon request sent by an authorized representative of the company to email: bid@coquitlam.ca prior to time set as closing time for receiving Proposals.

1.5. Inquiries

All inquiries are to be directed in writing by email quoting the RFP name and number to: bid@coquitlam.ca

Questions are to be submitted in writing 3 business days prior to the closing date.

The City shall determine, at its sole discretion, whether the query requires response, and such responses will be made available to all Proponents by issue of Addenda posted on the City's website that will be incorporated into and become part of the RFP.

No oral conversation will affect or modify the terms of this RFP or may be relied upon by the Proponent.

1.6. Addenda

Proponents are required to check the City's website for any updated information and Addenda issued before the Closing Date at the following website address: www.coquitlam.ca/BidOpportunities

If a change, or additional information related to the original version of the Request for Proposals is warranted, the City's response will be communicated to all Proponents by means of written Addenda prior to the closing date and posted on the City's website. Upon submitting a Proposal, Proponents are deemed to have received all Addenda posted on the City website and deemed to have considered the information for inclusion in the Proposal submitted.

Should there be any discrepancy in the documentation provided the City's original file copy shall prevail.

1.7. Privacy Act

Proponents are advised that submissions are subject to the Freedom of Information and Protection of Privacy Act and contents may be disclosed if required to do so pursuant to the Act.

1.8. Prices

All Prices shall be all-inclusive stated in (Canadian Funds) and shall remain **FIRM** for the initial term of the Contract.

1.9. Evaluation Criteria

The criteria for evaluation of the Proposals may include, but is not limited to:

Corporate Experience and Resources

- Qualifications, experience, and demonstrated performance working on contracts of similar size, scope and complexity
- Experience of staff assigned to the project

Technical

- Certifications of staff working on the project

Financial

- Lump sum cost
- Sustainability Value
- Value added Benefits

And, upon selection of one or more lead proponent(s):

- references may be contacted
- the City will verify WorkSafeBC, insurance and business license requirements

Proponents agree that upon submission of their proposal, the City may disclose the name of their company. However, no prices, scores, weights or totals will be provided to any Proponents.

1.10. Negotiation

The City reserves the right, prior to contract award, to negotiate changes to the scope of the services or to the contract documents (including pricing to meet budget) with the proponent or any one or more proponents, proposing the “best value” without having any duty to advise any other proponent or to allow them to vary their proposal as a result of changes to the scope of the services or to the contract documents; and the City may enter into a changed or different contract with the proponent(s) proposing the “best value”, without liability to proponents who are not awarded the contract.

1.11. Irrevocability and Acceptance of Proposals

The City requests that Proposals remain open for acceptance for a period of not less than sixty (60) days from the closing date and time.

The City reserves the right to waive formalities in, accept or reject any or all Proposals, cancel this RFP, or accept the Proposal deemed most favourable in the interest of the City.

The City reserves the right to accept or reject any or all Proposals. The lowest Proposal may not necessarily be accepted, rather will be analyzed to determine best overall value to the City.

The City reserves the right to cancel this RFP at any time without recourse by the Proponent. The City has the right to not award this work for any reason including choosing to complete the work with the City's own forces.

No alterations, amendments or additional information will be accepted after the closing date and time unless invited by the City.

Should a Proposal be accepted, a purchase order will be placed for the provision of these services. Contract documents may be utilized to document the agreement fully and completely.

Wherever possible, the City wishes to purchase goods and services which represent minimal impact to the environment, or that offer value to a sustainability objective.

1.12. No Claim

Except as expressly and specifically permitted in these Instructions to Proponents, no Proponent shall have any claim for any compensation of any kind whatsoever, relating to this RFP, including accepting a non-compliant bid, and by submitting a Proposal, each Proponent shall be deemed to have agreed that it has no claim.

1.13. No Contract

This RFP is not a tender process and is not intended to create a contractual relationship between the City and the Proponent.

No contractual, tort, or other legal obligations are created or imposed on the City, or any other individual, officer or employee of the City with respect to the RFP documentation or by submission or consideration by the City of any Proposal.

1.14. Conflict of Interest

Proponents shall disclose any actual or potential conflicts of interest and existing business relationships it may have with the City, its elected or appointed officials or employees.

1.15. Non-Solicitation

Proponents and their agents will not contact any member of the City Council with respect to this RFP at any time prior to the award of a Contract or the termination of the RFP, and the City may reject the Proposal of any Proponent that makes any such contact.

1.16. Liability for Errors

While the City has used considerable effort to ensure an accurate representation of information in this RFP, the information contained is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the City, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the work in this RFP.

1.17. Proposal Submission

Proponents should complete and submit the information requested in this section of the RFP document on this Proposal Submission Form or in a format that has been approved and is acceptable to the City.

1.18. Examination of Proposal Documents

Proponents must carefully examine the Proposal Documents. The Proponent may not claim, after the submission of a Proposal, that there was any misunderstanding with respect to the requirements and conditions imposed by the City of Coquitlam.

There will be no opportunity to make any additional claim for compensation or invoice for additional charges that were not considered and included in the Proposal price submitted, unless the City, at its sole discretion, deems that it would be unreasonable to do so, or there are additional work requirements due to unforeseen circumstances.

All information in this RFP Document and any resulting Addenda will be incorporated into any Contract between the City and the successful Proponent, and therefore must be considered by the Proponent in preparing their Proposal.

2. GENERAL CONDITIONS

2.1 Notification of Award

The City will notify the successful Proponent (“Consultant”) in writing of its decision to award the services. The following general conditions will apply to this Contract. Proponents are to include with their proposal submission a full description of any deviations if they are unable to comply with any of these general conditions.

2.2 Health and Safety Requirements

The Consultant shall strictly comply with the current Industrial Health and Safety regulations of WorkSafeBC and the safety policies/procedures of the City of Coquitlam. Other applicable federal, provincial and local regulations and policies concerning the health and safety of workers and general public shall also be followed.

2.3 Liability Insurance

The Consultant will maintain Professional Liability Insurance and Commercial General Liability insurance on the City’s [Certificate of Insurance Form](#) naming the City as ‘additional insured’ in the amounts specified.

2.4 Business Licence

The Consultant and any subcontractors shall maintain a valid City of Coquitlam or Tri Cities Intermunicipal Business License. For information, contact the City’s License Department (Tel: 604-927-3085) or apply on-line at website:

[City of Coquitlam Business License](#)

2.5 WorkSafeBC Coverage

The Consultant shall be in good standing with WorkSafeBC and provide a WorkSafeBC Registration Number.

The Consultant is responsible for having the site secured in accordance with WorkSafeBC regulations and to perform the work so that there is no risk of danger or hazard to the staff and public at any time during the progress of the work until completion.

2.6 Equipment, Materials and Workmanship

The Consultant shall ensure that they are qualified and experienced and have the necessary resources for the successful completion of the services including any amendments as they may occur during the execution of the services.

All equipment, materials and labour utilized and all workmanship shall comply with all current codes, standards, regulations and statutes pertaining to the services including, but not exclusively:

- a) WorkSafeBC
- b) BC Safety Authority
- c) BC Provincial Motor Vehicle Act
- d) BC Ministry of Transportation and Infrastructure (standards for traffic control and work zone setup on roadways)
- e) Workplace Hazardous Material Information System (WHMIS)

Equipment must be in good mechanical repair and not require excessive maintenance or create excessive down time that jeopardizes the Consultants ability to provide the services agreed to.

2.7 Default

The City reserves the right, at its sole discretion, to immediately terminate the contract, in whole or in part, and utilize the services of any other Consultant, if the successful Consultant:

- Fails to make delivery of the services
- Fails to perform any provision of the contract within the time specified, or within a reasonable amount of time if no time is specified, as determined by the City
- Fails to meet the City's standard of expected and agreed level of service and performance
- Be adjudged bankrupt or makes general assignment for the benefit of creditors

2.8 Cancellation

The contract may be cancelled by the City for any reason without cause or penalty upon 30 days written notice.

The Consultant would be compensated for all work provided at the date of notification.

2.9 Dispute Resolution

The parties will make reasonable efforts to resolve any dispute, claim or controversy arising out of this contract using the following dispute resolution procedures:

- a) Negotiation – the parties will make reasonable efforts to resolve any dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.
- b) Mediation – If all or any of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may refer the matter to mediation. Within 10 days of delivery of notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the BC International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Coquitlam, British Columbia. Each party will bear its own costs of participating in the mediation.
- c) Litigation – If within 90 days of the request of the mediation, the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice, commence litigation.

2.10 Confidentiality

The Consultant agrees that proprietary City information obtained in providing the services will be treated as confidential and not disclosed.

2.11 Advertisement

The Consultant shall not advertise its relationship with the City without prior written consent from the City.

2.12 Subletting

The Consultant will not, without the written consent of the City of Coquitlam, assign, sublet or transfer any subsequent contract or any part thereof.

2.13 Law

The RFP and any resultant award shall be governed by and construed in accordance with the laws of the Province of British Columbia.

2.14 Payments – Invoicing

Payment will be made for goods and services that have been provided and accepted by the City.

Invoices are to be submitted in .pdf format sent to email: apinvoices@coquitlam.ca

- a) All invoices shall include the Work Order numbers as provided by the City and will be submitted monthly or upon completion of each job.
- b) The Consultant shall be paid net 30 days or best effort from receipt of invoice and acceptance of the goods and/or services, whichever is the later, unless alternate payment terms have been agreed to between the Consultant and the City.
- c) Invoices shall show the appropriate amounts for value added taxes.

3. SCOPE OF SERVICES

3.1 Scope of Work

In the last year the City has experienced an unacceptable number of tree failures from Streamside Protection and Enhancement Areas (SPEAs) that were created in the last 5-8 years on Burke Mountain. These tree failures have endangered residents, as well as private and public property. The City of Coquitlam is seeking a consulting team with tree risk assessment, wildfire fuel management and riparian area restoration expertise to conduct a comprehensive assessment of the SPEAs on Burke Mountain and to prepare a final report outlining the work necessary to ensure these areas are wind firm and sustainable ecosystems in the long term. The successful consulting team must include a Registered Professional Forester who will sign off on both the interim report and the final report. All staff on the consulting team involved in the tree risk assessment component of this project must have a valid Tree Risk Assessor Qualification (TRAQ).

Also refer to: **Appendix A – City Owned SPEAs in Northeast Coquitlam**

Note: The scope of the project includes all forested parkland indicated as dark green polygons on Appendix A.

3.2 General Requirements

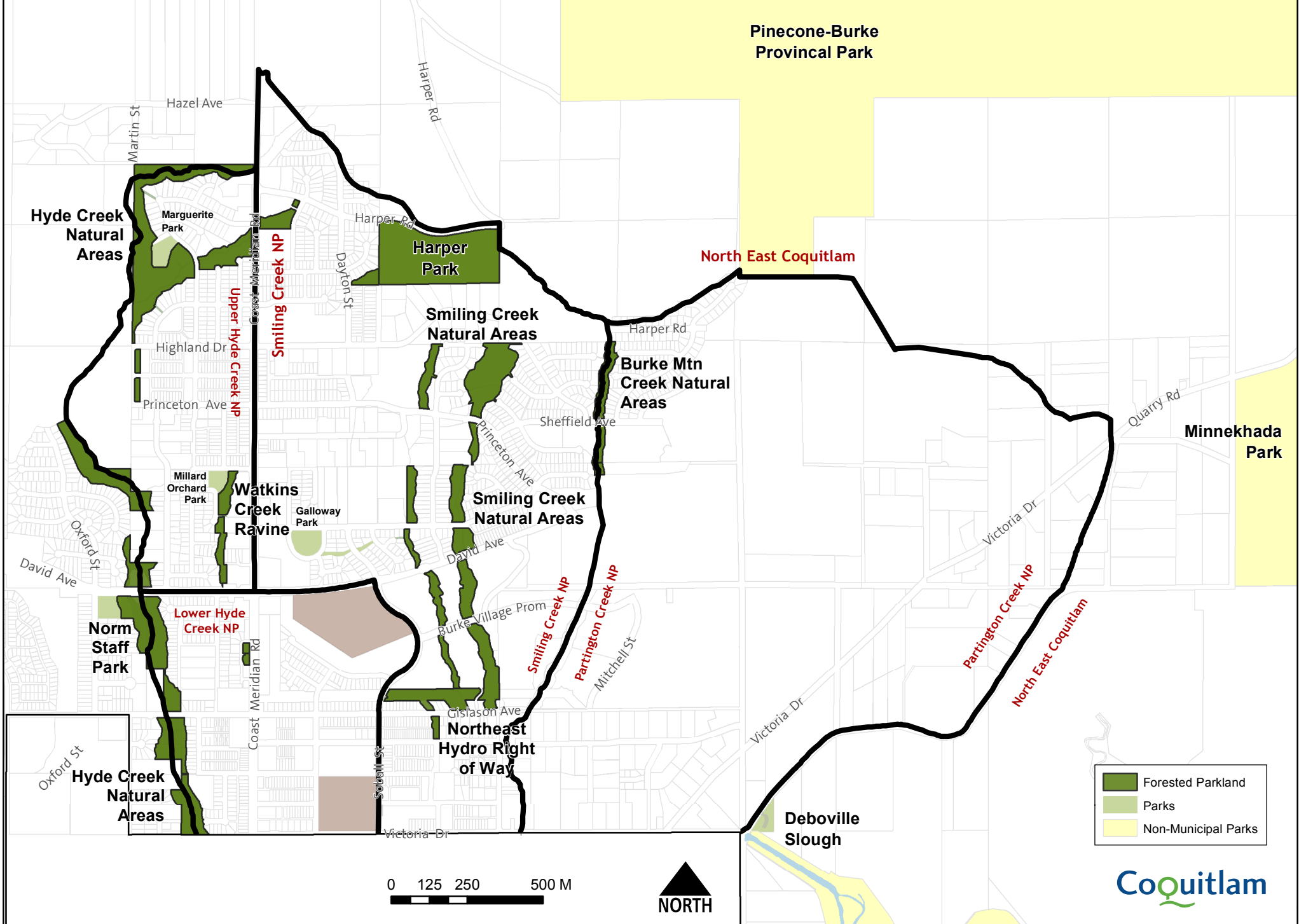
- a) For each property identified in Appendix A, the Consultant must document the tree risk assessment and prepare recommendations for tree hazard abatement, log removal and debris management, wildfire fuel management and tree planting/restoration prescriptions. In addition, cost estimates must be developed for each component of the work for each site. The site by site recommendations with costing will form the final report due September 30, 2016.

The goal of the project is to develop a holistic prescription for each of the areas studied that will result in a wind firm and sustainable forest stand.

- b) If a tree is identified as an extreme hazard while conducting the assessments, the Consultant is required to notify the City's Project Manager within 24 hours in order for the City to take action.
 - c) All assessed trees must be summarized on a site by site basis in a tabular format with the following attributes: tree ID, tree species, DBH, TRAQ risk rating, recommendation.
 - d) Each assessed tree must be tagged with a unique identifier tag.
 - e) Each tree assessed must be assigned a risk rating as per the TRAQ system and a corresponding recommendation made.
 - f) All assessed trees must also be geographically referenced using maps that include an aerial photograph as a background layer (City to provide aerial photography and other necessary GIS layers. The tree ID will be presented for each tree on the map and will form the basis to link the tabular data with the spatial/mapping data.
 - g) The recommendations must include sufficient detail so that a contractor could carry out the intended work without receiving further direction. For example, "spiral prune – remove 20% of the limbs in the upper 30% of the canopy".
 - h) Retain and monitor is not an option in terms of a recommendation. Recommendations for each tree must fit into one of the following categories:
 - Retain
 - retain with pruning
 - wildlife snag, or
 - full removal.
- Any wildlife snags prescribed must be left at a height such that failure of the snag in the future cannot reach a target.
- i) The Consultant will review the work completed on each site by the City's contractor to ensure it meets the intention of the recommendations in the Consultant's report. This will include any legislatively required monitoring and pre-work surveys (ex: nest surveys prior to tree removal). Verification of compliance with the report recommendations and legal requirements for each site must be provided to the City in writing.
 - j) For each site a restoration plan must also be completed outlining all the steps necessary to ensure the stability and sustainability of the area in the long term. This could include, but is not limited to, measures such as debris management, wildfire fuel management, erosion control and tree planting. The restoration plans must include cost estimates. All of these recommendations must be specific to the point of being actionable without additional detail provided.

- k) The Consultant must ensure the work they have prescribed is in compliance with all pertinent federal and provincial legislation and regulations. This includes, but is not limited to, the federal Fisheries Act, Species at Risk Act, Migratory Bird Convention Act, BC Wildlife Act and BC Water Sustainability Act. The Consultant must also submit all necessary notifications and secure all necessary approvals to facilitate the work prescribed.
- l) An interim report is due by August 26, 2016 that is to include all of the tree work prescribed for the sites assessed up to that point. This will facilitate the start of the tree work in September.
- m) A final report is due by September 30, 2016 that summarizes all of the trees assessed on all sites with a full tabular and geographic representation of the trees assessed with their corresponding recommendations. The report should be organized by site including the tree removal/pruning, wildfire fuel management and tree planting/restoration recommendations. All maps will be provided in pdf format as well as a geospatial format compatible with ArcGIS.

APPENDIX A - City of Coquitlam RFP 16-06-04 - SPEA Tree Management -
City-Owned SPEAs in Northeast Coquitlam



- Forested Parkland
- Parks
- Non-Municipal Parks



City of Coquitlam
REQUEST FOR PROPOSALS
RFP No. 16-06-04

SPEA Tree Management

Proposals will be received on or before 2:00 pm local time
Thursday, June 30, 2016
(Closing date and time)

Proposal Submission Instructions

Proposal submissions are to be consolidated into one (1) .pdf file and uploaded electronically through Qfile, the City's file transfer service accessed at website: qfile.coquitlam.ca/bid

1. In the "Subject" field enter: RFP Number and Name
2. Add files in .pdf format and Send
(Ensure your web browser remains open until you receive 2 emails from Qfile to confirm upload is complete)

Proponents are responsible to allow ample time to complete the submission process.

For assistance, Phone 604-927-3060 or Fax 604-927-3035.

PROPOSAL SUBMISSION FORM

Complete and return this Proposal Submission Form

Submitted by: _____
(company name)

1. PRICE

1.1. Unit Pricing

All service provided is to be in accordance with all governing regulatory authorities within the City of Coquitlam. The following are rates that would be used for valuing the work and services of this RFP on an “as needed and when requested” basis. These rates are all inclusive without limitation, including all labour, wages, benefits, equipment, transportation, fuel, mobilization, overhead and profit.

SCHEDULE OF PRICES

(All prices shall exclude GST)

Tree Risk Assessment					
Name	Role	Certifications / Qualifications	Hourly Rate	# of Hours	Cost
					\$
					\$
					\$
					\$
					\$
					\$
			Totals		\$

Permitting and Approvals					
Name	Role	Certifications / Qualifications	Hourly Rate	# of Hours	Cost
					\$
					\$
					\$
					\$
					\$
					\$
			Totals		\$

Wildfire Fuel Management					
Name	Role	Certifications / Qualifications	Hourly Rate	# of Hours	Cost
					\$
					\$
					\$
					\$
					\$
					\$
			Totals		\$

Site Restoration and Tree Planting					
Name	Role	Certifications / Qualifications	Hourly Rate	# of Hours	Cost
					\$
					\$
					\$
					\$
					\$
					\$
			Totals		\$

Contractor Oversight					
Name	Role	Certifications / Qualifications	Hourly Rate	# of Hours	Cost
					\$
					\$
					\$
					\$
					\$
					\$
			Totals		\$

1.2. Summary of Pricing

Task	Total
Tree Risk Assessment	\$
Permitting and Approvals	\$
Wildfire Fuel Management	\$
Site Restoration and Tree Planting	\$
Contractor Oversight	\$
Total	\$

2. SUBCONTRACTORS

The following Sub-contractors will be utilized in provision of the services and will comply with all the terms and conditions of this RFP:

	Type of Service	Company Name
1.		
2.		
3.		

3. METHODOLOGY

Describe your approach to the work on this project and how your company would mitigate the risk factors to complete work.

i.e. Notification and approval wait times

4. NON-COMPLIANCE

Fully describe any deviations outlined in Section 2 General Conditions that your company is unable to comply with.

5. SUSTAINABLE PRACTISES AND INITIATIVES

Describe all initiatives, policies or programs that illustrate your firm's efforts towards sustainable practises and responsibility in providing the services.

(Social/Ethical, Environmental, Economic/Financial)

6. VALUE ADDED

Provide information on what makes your firm innovative, what is your competitive advantage, and what other services your firm provides that would assist or be of benefit to the City:

7. HEALTH AND SAFETY PROGRAM

The quality of Proponent's in-house program to manage safety shall be considered in the evaluation.

a) Does your firm have a written safety program in place that meets the requirements of WorkSafeBC?

Yes No

b) If no is checked, describe how safety training is accomplished.

8. CONFLICT OF INTEREST

Proponents shall disclose any actual or potential conflicts of interest and existing business relationships it may have with the City, their elected or appointed officials or employees:

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9. ADDENDA

We acknowledge receipt of the following Addenda related to this Request for Proposals and have incorporated the information received in preparing this Proposal:

Addendum No.	Date Issued	Date Received

10. EXPERIENCE AND REFERENCES

Proponents shall be competent and capable of performing the services requested and have successfully completed or currently participate in contracts similar in size, scope and complexity:

Year Started	
Year Completed	
Description of Contract	
Company	
Contact Person	
Telephone and Email	
Contract Value	

Year Started	
Year Completed	
Description of Contract	
Company	
Contact Person	
Telephone and Email	
Contract Value	

11. ACCEPTANCE

The City requests that Proposals remain open for acceptance for a period of not less than sixty (60) days from the closing date.

We, the undersigned, confirm that this proposal is open for acceptance by the City for a period of: _____ days.

12. AUTHORIZATION

We hereby submit our Proposal for the services as specified and undertake to carry out the work in strict accordance with all referenced Terms & Conditions, Regulations and Codes, applicable to this RFP:

Company Name:	
Address:	
Phone:	
GST Registration No.:	
Project Contact: Name and Title of Individual <i>for communication related to this RFP</i> (please print)	
Contact Email:	
Name & Title of Authorized Signatory: (please print)	
	Signature:
Date:	

The signature is an authorized person of the organization and declares the statements made in their submission are true and accurate.

For the purpose of this RFP, electronic signatures will be accepted.