

City of Coquitlam

Request for Proposals
RFP No. 18-01-09

Arboricultural Services

Issue Date: February 7, 2018

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Appendix A – Prime Contractor Designation Form

[PROPOSAL SUBMISSION FORM](#)

DEFINITIONS

“Agreement” “Contract” means the contract for services or City Purchase Order that will be 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.

“Contractor” 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 “Contractor” and “Proponent” are complementary in terms of duties, obligations and responsibilities contemplated at the Request for Proposals stage, through evaluation process, execution and performance of the services and works.

“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.

“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.

“Work” “Works” shall unless the context otherwise requires, mean the whole of the work, tools, materials, labour, equipment, travel, and all that is required to be done, furnished and performed by the Contractor.

1. **INSTRUCTIONS TO PROPONENTS**

1.1 Description of Services

The City of Coquitlam (“City”) requests Proposals from professional, qualified, experienced companies for the provision of **Arboricultural Services**.

The scope of work generally consists of the removal, wildlife snagging and pruning of trees. There are a number of other components of the work that occur at a lower frequency including tree planting, stump grinding and log salvage.

The City intends to award contracts to two (2) contractors for the provision of the services for the initial term. Work will be divided based on performance, capacity, responsiveness, and quality of work.

1.2 Historical Data

In both 2015 and 2016 the City spent approximately \$500,000 on Arboriculture Services. This information is provided only for the purpose of giving Proponents a general idea as to the City’s requirements for the purpose of preparing a proposal to this RFP and in no way represents a firm commitment of the volume of work to any Contractor. Actual amounts will be determined at time of need as required.

1.3 Obtaining RFP Documents

RFP documents are available for downloading from the City of Coquitlam website: www.coquitlam.ca/BidOpportunities

Printing of RFP documents is the sole responsibility of the Companies.

1.4 All Proposals Public

The City is bound by the provisions of the Freedom of Information and Protection of Privacy Legislation of British Columbia. Proponents are advised that proposals will be treated as public documents and the contents of the same may be disclosed upon written request if required to do so, pursuant to the Act.

1.5 Term

The initial term will be one (1) year and remain in effect until February 28, 2019. The contract will commence approximately March 1, 2018.

Upon mutual agreement the Contract may be extended for additional one (1) year terms.

1.6 RFP Closing Date & Time

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

Wednesday, February 28, 2018

1.7 Prices

Prices shall be all-inclusive stated in (Canadian Funds) and shall remain **FIRM** for the initial one (1) year term.

1.8 Instructions for Proposal Submission

Proposal submissions are to be consolidated into one 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 and 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.

1.9 Withdrawal of Proposals

Proposals may be withdrawn upon request sent to email: bid@coquitlam.ca prior to time set as closing time for receiving Proposals.

1.10 Inquiries

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

Questions are to be submitted 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.

1.11 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.

1.12 Privacy Act

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 is not a tender process. 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 Examination of Proposal Documents and Work Sites

The Proponent 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 Coquiltam.

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.

1.18 Extension of Offer

The successful Proponent agrees to allow other local public agencies with similar needs in adjoining municipalities to participate in this contract.

Additional public agencies may opt to enter into a contract with the Contractor for the purchase of the services described in this RFP based on the terms, conditions, prices, and percentages offered by the Contractor to the City of Coquiltam with possibly only minor changes negotiated.

This condition is intended to be means of promoting cooperative purchasing efforts with the public sector, and provide additional value to the Contractor. Any additional contract would be subject to mutual agreement between the Contractor and other public agencies.

2. **EVALUATION CRITERIA**

2.1 Evaluation Criteria

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

Contractor Experience, Capacity and Resources - 45 Points

- Qualifications, Certifications, experience, and demonstrated performance working on projects of similar size, scope and complexity
- Company owned equipment and resources
- Ability to provide the complete range of services (Contractor and Sub-contractors)

Technical Requirements - 25 Points

- Compliance with BC Forest Safety Council, Hazardous Materials requirements and General Conditions

Financial and Value Added - 30 Points

- Hourly Rates
- Sustainability Value
- Value Added Benefits

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

- Interviews may be conducted
- references may be contacted
- Verify insurance and WorkSafeBC requirements

Upon submitting a Proposal, Proponents agree that the City may disclose their company name; however, no rates or scores will be provided to any Proponents.

Should there be additional similar services required over the next five year period, the City reserves the right to sole source with the successful Proponent or alternatively, issue a new RFP.

2.2 Award to Multiple Proponents

The City intends to award contracts to two (2) contractors for the provision of the services for the initial term. Work will be divided based on performance, capacity, responsiveness, and quality of work.

2.3 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.

2.4 Collusion

Proponents will not discuss or communicate with one another in regards to the preparation of their Proposals. Each Proponent will ensure that its participation in the RFP process and that of its team members is conducted without collusion or fraud. Failure to comply with this requirement may lead to disqualification without further notice or warning.

2.5 Irrevocability

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.

2.6 Acceptance of Proposals

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 City purchase order will be placed for the provision of these services. Contract documents may be utilized to document the agreement fully and completely.

3. GENERAL CONDITIONS OF CONTRACT

3.1 Notification of Award

The City will notify the successful Proponent (“Contractor”) 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.

3.2 Health and Safety Requirements

The Contractor 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.

3.3 One Year Guarantee

The Contractor shall guarantee to maintain the work and materials against any defects arising from adverse weather conditions, faulty installation, faulty materials supplied under the contract, or faulty workmanship, which may appear within one (1) year from the date of acceptance of the work by the City. Faulty or damaged materials shall be replaced, and any defects discovered or failures which occur during the guarantee period, shall be rectified to the satisfaction of the City on-site within 2 weeks of notification. This shall be at no cost to the City of Coquitlam.

3.4 Indemnity

The Contractor shall indemnify and save harmless the City from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgements of every nature and description brought or recovered against him and/or the City, by reason of any act or omission of the Contractor, its agents, Sub-contractors or employees in the execution of the work.

3.5 Insurance Requirements

The Contractor shall submit a Certificate of Insurance authorized by the Insurance Broker certifying that the required insurance policies are in force and that:

- a) The City of Coquitlam shall be named as “additional insured”.
- b) The policy shall not be cancelled, lapsed, transferred, assigned or materially altered without at least thirty (30) days written notice to the City of Coquitlam and the City’s written approval of the cancellation, transfer, assignment or alteration.
- c) Such certificate to be as shown in the link below:
[City of Coquitlam Certificate of Insurance – Contractor Form](#)

The Contractor shall carry Commercial General Liability Insurance satisfactory to the City in the amount of FIVE MILLION DOLLARS (\$5,000,000.) inclusive per occurrence.

Automobile Liability insurance, in an amount of not less than TWO MILLION DOLLARS (\$2,000,000.) is required on all licensed vehicles owned or used by the Contractor.

Contractor's Equipment Insurance is required for all equipment owned or rented by the Contractor and employees that provides coverage against all risks of loss or damage.

The Contractor shall ensure that all Sub-contractors carry insurance in the form and limits specified in this clause.

Note that the effective date for Certificate of Insurance will be the date of Award.

3.6 Independent Contractor

The Contractor is an independent Contractor and this contract does not render the Contractor an agent or employee of the City.

3.7 Business Licence

The Contractor will be required to provide a valid City of Coquitlam Business Licence or Tri-Cities Intermunicipal Business License, and upon request, a list of all sub-trades involved, to verify they are properly licensed. For more information, contact City of Coquitlam License Department (phone 604-927-3085). Application can also be made on-line at the City's website: [City of Coquitlam Business License](#)

3.8 Hazard Identification

The Contractor will be required to assess each job site for hazards prior to commencing work at any job site. Potential site specific hazards include but are not limited to:

- Domesticated animals (i.e. dogs off-leash in parks or loose from private properties)
- Overhead power lines
- Underground conduits
- Drug-related equipment, products and materials in area
- Steep slope/drop-off
- Dead and/or excessively decayed trees and branches (i.e. widowmakers)
- Flood zone/river
- Schoolyard(s)
- Roadway(s)
- Walking trail(s)
- Limited access to first aid/emergency response
- Wildlife

3.9 BC Forest Safety Council and/or Safety Program

The Contractor is asked to provide evidence their company is a SAFE Certified company with the BC Forest Safety Council (BCFSC).

Companies that are not SAFE Certified by the BCFSC may provide an alternate suitable safety plan including all relevant safe work procedures specific to the work under this project.

3.10 Prime Contractor

The Contractor shall be in good standing with Worker’s Compensation Board of British Columbia and provide a WorkSafeBC registration number.

The Contractor shall be deemed to be the “prime contractor” as defined by WorkSafeBC and be absolutely responsible for having the site secured in accordance with WorkSafeBC regulations. Refer to Appendix A - [City of Coquitlam Prime Contractor Designation Form](#) (Required at time of Award).

The City may, at any time during the performance of this work, request and receive a Statutory Declaration that assessments or compensation to the WorkSafeBC have been paid.

3.11 Clean Up

At the end of each day the Contractor shall ensure the site is safe and secure and, at the conclusion of work, the Contractor shall clean out all debris promptly remove any equipment or materials and leave the site of the work in a clean and tidy condition.

3.12 Operations and Coordination of the Services

The Contractor shall agree to coordinate the execution of the Services with the City such that disruption of the work of all involved is minimized.

3.13 Equipment, Materials and Workmanship

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

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) CSA – Canadian Standards Association
- 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 Contractors ability to provide the services agreed to.

3.14 WHMIS and Dangerous Materials

All products purchased by the City are considered to be required for use in the workplace. All products are required to be labelled as a hazardous or controlled product and a material safety data sheet (MSDS) is to accompany the shipment and is required as a condition of purchase. Shipment of goods which do not comply will be returned to the Contractor at their expense.

The Contractor shall be responsible for ensuring that its employees are fully informed and comply, at all times, with the Workplace Hazardous Material Information System (“WHMIS”). Such compliance shall include, but not be limited to:

- (a) Provision of Material Safety data Sheets for all materials being used;
- (b) Training of employees in the proper handling and storage of such materials;
- (c) Furnishing and use of workplace labels for such materials.

Any and all dangerous or hazardous materials removed from the site are to be separated and disposed of in accordance with all applicable policies, guidelines and standards from authorities having jurisdiction.

3.15 Inspection of Services

- a) All services provided shall be subject to inspection and shall meet the approval of the City or a designated representative. If they are not approved, the City shall have the right to reject them or to require correction.
- b) Acceptance or rejection of the work shall be made as promptly as practical, but failure to accept or reject the work shall not relieve the Contractor from responsibility for services provided not in accordance with the contract.
- c) The City will not be deemed to have accepted the services by virtue of a partial or full payment for it.
- d) The City or a designated representative shall be the final judge of all services and its decisions of all questions in dispute will be final.

- e) The Contractor will not be liable for any excess costs if failure to perform is due to strike, lockout, or circumstances beyond control. The City will not be liable where sites are not available due to strike, lockout, or unique circumstances.

3.16 Damage and Defects

The Contractor shall use due care so that no persons are injured, or no property damaged or lost in providing the services. The Contractor shall be solely responsible for all loss, damages, costs and expenses in respect of any injury to persons, damage of property, or infringement of the rights of others incurred in the performance of the services or caused in any other manner whatsoever by the Contractor or its employees. The Contractor shall rectify any loss or damage for which, in the opinion of the City, the Contractor is responsible, at no charge to the City and to the satisfaction of the City.

Alternatively, the City may repair the loss or damage and the Contractor shall pay to the City the costs of repairing the loss or damage upon demand from the City. Where, in the opinion of the City, it is not practical or desirable to repair the loss or damage, the City may estimate the cost of the loss or damage and deduct such estimated amount from the amount owing to the Contractor.

3.17 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 Contractor, if the successful Contractor:

- 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

3.18 Cancellation

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

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

3.19 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.

3.20 Confidentiality

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

3.21 Advertisement

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

3.22 Subletting

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

3.23 Law

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

3.24 Payments – Invoicing

The City will pay Contractors for successful completion or work performed or services provided.

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

- b) Invoices should reference the Purchase Order or Purchase Contract number, the Work Order number, the name of the person requesting the services, and include a summary of details for all the work completed.
- c) The Contractor 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 Contractor and the City.
- d) Taxes shall be show separately.

4. **SCOPE OF SERVICES**

4.1 General Requirements

The Contractor will provide a range of **Arboriculture Services** to mitigate tree hazards, as well as a number of other services on an “as needed and when requested” basis, related to the maintenance and health of our City tree inventory.

The Contractor shall provide all labour, materials, equipment, fuel, transportation, supervision, and all incidentals required to complete the work. The scope of services will include but is not limited to

- Tree removal
- Wildlife snagging
- Tree Work within proximity of hydro lines (i.e. Utility Arborist work)
- Structural tree pruning
- Deep root fertilization
- Stump grinding
- Integrated Pest Management
- Log Salvage and Delivery
- Traffic Control

All work shall be completed in strict accordance with the Workers Compensation Act and WorkSafeBC Occupational Health and Safety Regulation, and in accordance with all other applicable policies, guidelines and standards from authorities having jurisdiction.

Proponents **MUST** identify any specific requirements with which they are unwilling or unable to comply.

4.2 Public Relations

Good public relations must be maintained at all times by the Contractor, the Contractor’s employees, and representatives. All enquiries and complaints must be satisfactorily resolved in a courteous and businesslike manner and be acted upon within a 24 hour period.

4.3 Cleaning

The Contractor shall ensure that all limbs and clippings are cleaned up, removed and disposed of in a manner approved by the City. All chipped material shall be disposed of at the contractor's expense at a location satisfactory to the City. All trip hazards must be removed from City property.

Debris from trees removed in forested areas may be left on site if instructed by the City; however, the debris must be either chipped on site and/or slashed to the satisfaction of the City to mitigate fire risk. Salvageable logs as deemed appropriate for sales by the City are to be removed and delivered to a location specified.

4.4 Timelines

All Work Orders issued to the Contractor must be initiated within 10 business days of notification unless otherwise instructed by the City. There will be Work Orders that require shorter timelines, between 2-9 business days, and it is expected that these unique timelines once expressed in the Work Order be met as a condition of the contract. The following are exceptional timelines to address emergency issues:

- Emergency Tree Removal or Wildlife Snagging
- Emergency Utility Arborist Work

In both of these emergency scenarios, the Contractor must mobilize crews within 3 hours of notification. In the event that a contractor is unable to mobilize within these timelines, the City reserves the right to call another contractor to provide these services.

4.5 Permits

Permitting – All permits required to complete assigned work are the sole responsibility of the Contractor.

4.6 Utilities and Services

All utilities and/or other services required by the Contractor shall be the responsibility of the Contractor. With respect to existing site utilities and services, it is the responsibility of the Contractor to contact BC One-call to determine their exact location on the site.

4.7 Dangerous Materials

Any and all dangerous or hazardous materials removed from the site are to be separated and disposed of in accordance with all applicable policies, guidelines and standards from authorities having jurisdiction.

4.8 Site Control and Organization

The Contractor shall at all times be responsible for maintaining safety zones around the worksite with safety barricades and signage.

The Contractor shall provide Signage at the Work zone.

The Contractor is to use barriers and signage to create safe detours around the work zone as required. When unsafe, or not practical to create safe detours, the contractor is to use barriers and signage at the top and bottom egress points, to close the area for public access.

The Contractor shall at all times keep the site secure, safe, clean and orderly.

4.9 Site Meetings

The Contractor shall coordinate and attend regular site meetings including safety meetings at such intervals as may be deemed necessary by the City for the purpose of coordinating and expediting the progress of the Work.

The Contractor agrees to attend in person or send his authorized representatives to any such meetings which may be called for by the City.

4.10 Quality of Work

All Work shall be performed by qualified skilled personnel including, if required, the abatement of hazardous materials in strict accordance with the applicable Municipal, Provincial, Federal and other laws, regulations, standards, codes, etc. All workmanship and materials will be subject at any time to the inspection and approval of the City.

The Contractor and persons hired by it to perform the Work shall at all times be properly attired and shall be courteous to the public and perform the work in a manner that minimizes any inconvenience or nuisance to the public.

4.11 Environmental Protection

The Contractor shall be responsible to take all necessary measures to comply with requirements of the Federal and Provincial Environmental Protection Agencies and Municipal Acts and Bylaws in respect to air, earth and water pollution.

4.12 Wildlife and Nest Inspection

The Contractor shall strictly comply with applicable federal, provincial and local regulations and policies concerning the protection of wildlife including birds, eggs and nest trees. In compliance with both the BC Wildlife Act and the federal Migratory Bird Convention Act any tree removal must be preceded by a visual survey for the presence of wildlife and nests. If any evidence of active use by wildlife is found, or the presence of a nest of a species whose nest is protected year round under section 34 of the BC Wildlife Act is suspected, all work must cease and the City must be immediately contacted. At that point no further work can proceed until directed by the City.

4.13 Protection of the Public

The Contractor shall take adequate measures to protect the public, City staff, and all others on site from injury, damage, or other loss resulting from maintenance operations and related activities.

4.14 Hours of Work

The Contractor shall carry out the “Work” during normal working hours, and in compliance with the City’s Noise Bylaw. The exception would be emergency work as directed by the City.

4.15 Approval

In all cases where approval or direction is required, it shall be provided by the City’s Project Manager and/or their designated Representative.

Appendix A
Contract No. 18-01-09
Prime Contractor Designation Form



Prime Contractor Designation

(required at time of award)

Subject: Prime Contractor Designation

Contract / Permit #: 18-01-19 – Arboricultural Services

Project / Site Location: This Prime Contractor Designation covers various projects and/or work locations throughout the City of Coquitlam.

The “Contractor” represents, acknowledges and agrees that:

1. in accordance with section 118 of the Workers Compensation Act, R.S.B.C. 1996, c. 492 (the “Workers Compensation Act”), the Contractor shall be the “Prime Contractor” and is qualified to act as the “Prime Contractor” in respect of the Project ;
2. the Contractor accepts the duties and responsibilities for coordination of health and safety in accordance with the Workers Compensation Act and further agrees that it will do everything necessary to establish and maintain a system or process that will insure compliance with the Workers Compensation Act and the Regulations thereto;
3. the Contractor shall fulfill all the obligations of an “Owner” under section 119 of the Workers Compensation Act in respect of the Project site; and
4. that the City of Coquitlam has fulfilled its obligations as an “Owner” under section 119 of the Workers Compensation Act, in respect of the Project site.

Prime Contractor Name: _____

Prime Contractor Address: _____

Prime Contractor Signature

Date

Print Name

Please return a signed copy of this memo to the City of Coquitlam, 3000 Guildford Way, Coquitlam, BC, V3B 7N2

If you have any questions, please contact the City of Coquitlam Health & Safety Advisor at 604-927-3068.



City of Coquitlam
REQUEST FOR PROPOSALS
RFP No. 18-01-09

Arboricultural Services

Proposals will be received on or before: **2:00 pm local time**
Wednesday, February 28, 2018
(Closing date and time)

Proposal Submission Instructions

Proposal submissions are to be consolidated into one 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 and 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.

PROPOSAL SUBMISSION FORM

Complete and return this Proposal Submission Form

Submitted by: _____
(company name)

Proponents are asked to provide as much information as possible when replying to each point throughout the proposal **on this form. Other sheets may be attached as necessary.**

1. PRICE

1.1 Schedule of Unit Prices

These rates are all inclusive without limitation, including all labour, wages, benefits, equipment, transportation, fuel, mobilization, overhead and profit.

SCHEDULE OF UNIT PRICES					
for Labour and Equipment Mobilized On-Site					
<i>(All prices shall exclude GST)</i>					
ITEM No.	DESCRIPTION	EQUIPMENT	STAFF (quantity by position and certification)	UNIT OF MEASURE	HOURLY RATE
1	Tree Removal / Wildlife Snagging Crew			Hourly	\$
2	Emergency Tree Removal/Wildlife Snagging Crew			Hourly	\$
3	Utility Arborist Crew			Hourly	\$
4	Emergency Utility Arborist Crew			Hourly	\$
5	Structural Tree Pruning Crew			Hourly	\$
6	Tree Planting Crew			Hourly	\$
7	Deep Root Fertilization			Hourly	\$
8	Sprayer Truck – IPM Application			Hourly	\$
9	Stump Grinding			Hourly	\$
10	Log Salvage & Delivery			Hourly	\$

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:

SUBCONTRACTORS					
	Type of Service	Company Name	Phone	Email	Hourly Rate
1.	Utility Arborist				\$
2.	Deep Root Fertilization				\$
3.	Sprayer Truck – IPM Application				\$
4.	Log Salvage & Delivery				\$
5.	Stump Grinding				\$
6.					

3. EQUIPMENT AND VEHICLES

Vehicles and equipment used at the work site must be clearly identified. List Proponent’s vehicles and equipment which is owned or leased and would be used in providing the services. Demonstration of the equipment, vehicles and tools offered may be required and must comply in all respects with all applicable standards, requirements and governing regulations of CSA and the BC Motor Vehicle Act.

EQUIPMENT AND VEHICLES			
Quantity	Equipment	Make / Model	Year

5. NON-COMPLIANCE

Fully describe any deviations to the City’s requirements outlined in this RFP that your company is unable to comply with.

6. 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)

7. 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:

8. 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.

9. EXPERIENCE AND REFERENCES

Proponents shall be competent and capable of performing the services requested and successfully delivered service contracts of similar size, scope and complexity.

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

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

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

10. 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.

11. 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

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.