



REQUEST FOR PROPOSALS

ARBORIST SERVICES - ARBUTUS GREENWAY

FRASER RIVER EXTENSION

RFP No. PS20181946

Issue Date: January 31, 2019

Issued by: City of Vancouver (the "City")

**RFP NO. PS20181946, ARBORIST SERVICES - ARBUTUS GREENWAY
FRASER RIVER EXTENSION**

**PART A
INSTRUCTIONS AND INFORMATION**

1.0 INSTRUCTIONS

- 1.1 The City is interested in selecting an entity (each, a “**Proponent**”) that submits a proposal (each, a “**Proposal**”) with the capability and experience to efficiently and cost-effectively meet the requirements described in this RFP. The City expects to select a Proponent to enter into contract negotiations. The term of any agreement is expected to be 9 months.

However, the City may: (i) decline to select any Proponent; (ii) decline to enter into any agreement; (iii) select multiple Proponents for negotiation; or (iv) enter into one or more agreements respecting the subject matter of the RFP with one or more Proponents or other entities at any time. The City may also terminate the RFP at any time.

- 1.2 Proponents should submit their proposals on or before 3:00pm on the 14 day of February, 2019 (the “**Closing Time**”) by email in accordance with the following:

- Subject of the file to be: PS# - Title - Vendor name.
- Document format for submissions:
 - RFP Part C Appendix 1, 2 & 3 in PDF format - 1 combined PDF file,
 - Any other attachments if necessary
- Zip the files to reduce the size or email separately if needed.
- Send your submissions to Bids@vancouver.ca; do not deliver a physical copy to the City of Vancouver.
- If you did not receive an automated email within few minutes, check your junk folder first, and then contact Purchasing@vancouver.ca.
- Submitting the files via Drop box, FTP, or similar programs, is not acceptable.

- 1.3 To be considered by the City, a Proposal must be submitted in the form set out in Appendix 1 (the “**Proposal Form**”), completed and duly executed by the relevant Proponent.

- 1.4 Amendments to a Proposal may be submitted via the same methods, at any time prior to the Closing Time. Proposals are revocable and may be withdrawn at any time before or after the Closing Time.

- 1.5 Proposals that are submitted after the Closing Time or that otherwise do not comply in full with the terms hereof may or may not be considered by the City and may or may not be returned to the Proponent, in the City’s sole discretion.

2.0 CHANGES TO THE RFP AND FURTHER INFORMATION

- 2.1 The City may amend the RFP or make additions to it at any time. It is the sole responsibility of Proponents to check the City’s website at: <http://vancouver.ca/doing-business/open-bids.aspx> regularly for amendments, addenda, and questions and answers in relation to the RFP.

**RFP NO. PS20181946, ARBORIST SERVICES - ARBUTUS GREENWAY
FRASER RIVER EXTENSION**

3.0 EVALUATION OF PROPOSALS

- 3.1 The City currently intends that all Proposals submitted to it in accordance with the RFP will be evaluated to determine overall best value to the City. The City expects to evaluate: (i) financial terms; (ii) Proponents' skills, knowledge, reputations and previous experience(s), including experience(s) with the City (if any); (iii) Proponents' approach to meeting the City's requirements; and (iv) environmental or social sustainability impacts.

Evaluation Criteria	Evaluation Weighting
Technical	35%
Financial	60%
Sustainability	5%
Total	100%

4.0 CITY'S DISCRETION

- 4.1 For the avoidance of doubt, notwithstanding any other provision in the RFP, the City has in its sole discretion, the unfettered right to: (a) accept any Proposal; (b) reject any Proposal; (c) reject all Proposals; (d) accept a Proposal which is not the lowest-price proposal; (e) accept a Proposal that deviates from the Requirements or the conditions specified in the RFP; (f) reject a Proposal even if it is the only Proposal received by the City; (g) accept all or any part of a Proposal; (h) split the Requirements between one or more Proponents; and (i) enter into one or more agreements respecting the subject matter of the RFP with any entity or entities at any time. Without limiting the foregoing, the City may reject any Proposal by a Proponent that has a conflict of interest, has engaged in collusion with another Proponent or has otherwise attempted to influence the outcome of the RFP other than through the submission of its Proposal.

5.0 LEGAL TERMS AND CONDITIONS

- 5.1 The legal obligations of a Proponent that will arise upon the submission of its Proposal are stated in Appendix 4. Except where expressly stated in these Legal Terms and Conditions: (i) no part of the RFP consists of an offer by the City to enter into any contractual relationship; and (ii) no part of the RFP is legally binding on the City. EXCEPT WHERE EXPRESSLY STATED OTHERWISE IN APPENDIX 4: (I) NO PART OF THE RFP CONSISTS OF AN OFFER BY THE CITY TO ENTER INTO ANY CONTRACTUAL RELATIONSHIP; AND (II) NO PART OF THE RFP IS LEGALLY BINDING ON THE CITY.

POTENTIAL PROPONENTS MUST REVIEW THESE LEGAL TERMS AND CONDITIONS CAREFULLY BEFORE SUBMITTING A PROPOSAL.

**RFP NO. PS20181946, ARBORIST SERVICES - ARBUTUS GREENWAY
FRASER RIVER EXTENSION**

**PART B
CITY REQUIREMENTS**

1.0 REQUIREMENTS

The City has the following Requirements:

1.0 GENERAL

The City of Vancouver invites proposals from qualified vendors to undertake arborist services on the Arbutus Greenway Fraser River Extension. Details of the City's objectives, requirements and tasks are set out in Sections 4 and 5.

2.0 KEY DATES

Event	Time and Date
Deadline for Enquiries	Monday February 11, 2019 Noon 12PM
Closing Time	Thursday February 14, 2019 3:00PM
Approximate Award Date	Monday February 18, 2019

3.0 BACKGROUND & CONTEXT:

The Arbutus Corridor is located on the unceded territories of the Musqueam, Squamish and Tsleil-Waututh First Nations. The City purchased the Arbutus Corridor from Canadian Pacific Railway (CPR) in March of 2016 for the purpose of creating a transportation greenway along much of its length. Throughout 2017 the City transformed the corridor into a mixed used shared asphalt pathway - the current pathway runs from Fir Street in the north to Milton Street in the south. The Fraser River Extension project aims to extend the temporary pathway from its current southern terminus at Milton Street to Fraser River Trail Park. The routing is eastward on the un-used West 75th Ave right-of-way then southward on Hudson St. The project site lands within Musqueam C̓əsnaʔəm lands which is sacred to the Musqueam Nation and must be considered in all design and construction of the project.

Within the proposed design alignment are two (2) stands of trees that require assessment, select modifications, select removal, and monitoring during construction. The trees have been previously assessed and the locations and recommended actions are included in Appendix A - Tree Inventory Summary & Preliminary Protection Plan. The purpose of this assignment is to build off the previous assessment and carry out the recommended action.

4.0 ASSIGNMENT SCOPE

The scope and work breakdown for this assignment is envisioned as follows

1. Attend kick off meeting with CoV
2. Perform a site investigation including
 - a. Preliminary assessment of existing conditions
 - b. Cutting of the ivy at the base of each tree and/or tree cluster
 - c. Removal of the ivy as necessary to undertake a Level 2 Assessment of the trees
3. Undertake a level 2 assessment of the trees

**RFP NO. PS20181946, ARBORIST SERVICES - ARBUTUS GREENWAY
FRASER RIVER EXTENSION**

4. Prepare and deliver a draft report including
 - a. Purpose of assignment
 - b. Existing conditions and Level 2 assessment of trees
 - c. Recommended actions including
 - i. Removal of ivy
 - ii. Trimming of trees
 - iii. Removal of trees
 - iv. Creating wildlife trees
 - d. Recommended services for monitoring of trees during construction of the pathway
 - e. Recommendations for future monitoring or action
 - f. Implications with regards to the CoV's Protection of Trees Bylaw
5. Upon review by the city, incorporate comments and finalize the report
6. Based on the outcomes of the level 2 assessment, and the acquisition of the necessary permits, provisionally undertake fieldwork including
 - a. Complete ivy removal from affected trees
 - b. Tree trimming
 - c. Tree removal
 - d. Creating wildlife tree
7. During construction of the pathway, provide services to monitor the trees, mitigate impacts to the trees, and assist the City and its construction lead in maintaining the health of the trees.

5.0 OTHER CONSIDERATIONS

5.1 Prime Contractor

With the exception of monitoring during construction, the Contractor will act as Prime Contractor for all fieldwork undertaken. The Contractor is expected to provide the City with their corporate OH&S plan as well as a site specific safety plan for the project.

5.2 Access

There are two (2) points of vehicle access that allow proximity to the site but it should be assumed that the majority of the site is only accessible by foot - this should be accounted for in the pricing. The vehicle access points are on the east side of 9000 Milton Street and from the W 75th Ave right-of-way.

5.3 BC Hydro lines and Rail Corridor

The north side of the site is bordered by CP property and overhead BC hydro lines. The Contractor should ensure they are not within limits of approach of the Hydro lines, otherwise a 30M33 permit will be required. Also, vehicle access on the CP rail corridor is prohibited.

5.4 Traffic Management

If the Contractor needs lane closures to undertake any of the works, the Contractor is responsible for all traffic management associated. Traffic Management Plans are to be submitted to the city for review and acceptance.

5.5 Archaeological Considerations

The project site lands within Musqueam C̓əsnaʔəm lands which is sacred to the Musqueam people and a National Historic Site. The City will lead all consultation with the Musqueam Nation and related archaeological items. If any ground disturbance whatsoever is needed to undertake the field work, the Contractor should make this known as early as possible and prior

**RFP NO. PS20181946, ARBORIST SERVICES - ARBUTUS GREENWAY
FRASER RIVER EXTENSION**

to any site works commencing so the City can arrange the necessary approvals. This may involve Musqueam Nation monitors which need one (1) week notice to schedule.

5.6 Protection of Trees Bylaw

Removal and trimming of trees will be subject to the requirements within the City of Vancouver's Protection of Trees Bylaws. Acquisition of necessary permits to undertake the fieldwork will be the responsibility of the Contractor.

5.7 Qualifications

The work will be managed and directed by ISA Certified Arborists.

6.0 PAYMENT

6.1 Base Contract Items

The base contract items will be paid as per the amount quoted and upon completion and acceptance of the work.

6.2 Provisional Items

The provisional items will be selected individually based on the recommendations within the Level 2 Assessment. Payment will be made as per the amount quoted and upon completion and acceptance of the work.

6.3 Services During Construction (Time & Materials)

Payment for services during construction will be made on a time and materials basis using the rates quoted in the Services During Construction pricing table. The need and frequency for the Contractor to be on site during construction will be negotiated and accepted by the City and detailed within the Level 2 Assessment report.

7.0 PROJECT SCHEDULE

It is anticipated the services will take place between January 2019 and July 2019.

The general timeframe for the key milestones of the project process is as follows:

KEY MILESTONES	WEEK(s) OF
Kick off meeting	Week of Feb 18, 2019
Review of existing conditions, preliminary ivy removal, application for tree removal permit	Feb 25, 2019
Draft Report	March 11, 2019
Final Report	March 18, 2019
Removal of trees 165, 168, 169	March 55, 2018
Provisional - Complete ivy removal, tree trimming, tree removal* (as per results of Level 2 assessment)	April 1 & April 8, 2019
Monitoring & services during construction	May 2019 - Sept 2019

*provisional tree removals will be dependent on timing of tree removal permits.

**RFP NO. PS20181946, ARBORIST SERVICES - ARBUTUS GREENWAY
FRASER RIVER EXTENSION
APPENDIX 4
LEGAL TERMS AND CONDITIONS OF RFP**

1. APPLICATION OF THESE LEGAL TERMS AND CONDITIONS

These legal terms and conditions set out the City's and the Proponent's legal rights and obligations only with respect to the RFP proposal process and any evaluation, selection, negotiation or other related process. In no event will the legal terms and conditions of this Appendix 4 apply to, or have the effect of supplementing, any Contract formed between the City and the Proponent, or otherwise apply as between the Proponent and the City following the signing of any such Contract.

2. DEFINITIONS

In this Appendix 4, the following terms have the following meanings:

- (a) "City" means the City of Vancouver, a municipal corporation continued pursuant to the Vancouver Charter.
- (b) "Contract" means a legal agreement, if any, entered into between the City and the Proponent following and as a result of the Proponent's selection by the City in the City's RFP process.
- (c) "Losses" means, in respect of any matter, all direct or indirect, as well as consequential: claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).
- (d) "Proponent" means the legal entity which has signed the Proposal Form, and "proponent" means any proponent responding to the RFP, excluding or including the Proponent, as the context requires.
- (e) "Proposal" means the package of documents consisting of the Proposal Form (including this Appendix 4), the Proponent's proposal submitted under cover of the Proposal Form, and all schedules, appendices and accompanying documents, and "proposal" means any proposal submitted by any proponent, excluding or including the Proponent, as the context requires.
- (f) "Proposal Form" means Appendix 4 of the RFP, as completed and executed by the Proponent.
- (g) "RFP" means the document issued by the City as Request for Proposals No. PS20181946, as amended from time to time and including all addenda.

3. NO LEGAL OBLIGATION ASSUMED BY THE CITY

Despite any other term of the RFP or the Proposal Form, including this Appendix 4 (except only Sections 7, 8.2 and 10 of this Appendix 4, in each case to the extent applicable), the City assumes no legal duty or obligation to the Proponent or to any proposed subcontractor in respect of the RFP, its subject matter or the Proposal unless and until the City enters into a Contract, which the City may decline to do in the City's sole discretion.

4. NO DUTY OF CARE OR FAIRNESS TO THE PROPONENT

The City is a public body required by law to act in the public interest. In no event, however, does the City owe *to the Proponent or to any of the Proponent's proposed subcontractors* (as opposed to the public) any contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFP process, or any contract or tort law duty to preserve the integrity of the RFP process. The Proponent hereby waives and releases the City from any and all such duties and expressly assumes the risk of all Losses arising from participating in the RFP process on this basis.

**RFP NO. PS20181946, ARBORIST SERVICES - ARBUTUS GREENWAY
FRASER RIVER EXTENSION**

5. EVALUATION OF PROPOSALS

5.1 Compliance / Non-Compliance

Any proposal which contains an error, omission or misstatement, which contains qualifying conditions, which does not fully address all of the requirements or expectations of the RFP, or which otherwise fails to conform to the RFP may or may not be rejected by the City at the City's sole discretion. The City may also invite a proponent to adjust its proposal to remedy any such problem, without providing the other proponents an opportunity to amend their proposals.

5.2 Reservation of Complete Control over Process

The City reserves the right to retain complete control over the RFP and proposal processes at all times. Accordingly, the City is not legally obligated to review, consider or evaluate the proposals, or any particular proposal, and need not necessarily review, consider or evaluate the proposals, or any particular proposal, in accordance with the procedures set out in the RFP, and the City reserves the right to continue, interrupt, cease or modify its review, evaluation and negotiation processes in respect of any or all proposals at any time without further explanation or notification to any proponents.

5.3 Discussions/Negotiations

The City may, at any time prior to signing a Contract, discuss or negotiate changes to the scope of the RFP, any proposal or any proposed agreement with any one or more of the proponents without having any duty or obligation to advise the Proponent or to allow the Proponent to vary its Proposal as a result of such discussions or negotiations with other proponents or changes to the RFP or such proposals or proposed agreements, and, without limiting the general scope of Section 6 of this Appendix 4, the City will have no liability to the Proponent as a result of such discussions, negotiations or changes.

5.4 Acceptance or Rejection of Proposals

The City has in its sole discretion, the unfettered right to: accept any proposal; reject any proposal; reject all proposals; accept a proposal which is not the lowest-price proposal; accept a proposal that deviates from the requirements of the RFP or the conditions specified in the RFP; reject a proposal even if it is the only proposal received by the City; accept all or any part of a proposal; enter into agreements respecting the subject matter of the RFP with one or more proponents; or enter into one or more agreements respecting the subject matter of the RFP with any other person at any time.

6. PROTECTION OF CITY AGAINST LAWSUITS

6.1 Release by the Proponent

Except only and to the extent that the City is in breach of Section 8.2 of this Appendix 4, the Proponent now releases the City, its officials, its agents and its employees from all liability for any Losses incurred in connection with the RFP or the Proposal, including any Losses in connection with:

- (a) any alleged (or judicially determined) breach by the City or its officials, agents or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));
- (b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFP process,

**RFP NO. PS20181946, ARBORIST SERVICES - ARBUTUS GREENWAY
FRASER RIVER EXTENSION**

- (c) the Proponent preparing and submitting the Proposal;
- (d) the City accepting or rejecting the Proposal or any other submission; or
- (e) the manner in which the City: reviews, considers, evaluates or negotiates any proposal; addresses or fails to address any proposal or proposals; resolves to enter into a Contract or not enter into a Contract or any similar agreement; or the identity of the proponent(s) or other persons, if any, with whom the City enters any agreement respecting the subject matter of the RFP.

6.2 Indemnity by the Proponent

Except only and to the extent that the City breaches Section 8.2 of this Appendix 4, the Proponent indemnifies and will protect, save and hold harmless the City, its officials, its agents and its employees from and against all Losses, in respect of any claim or threatened claim by the Proponent or any of its proposed subcontractors or agents alleging or pleading:

- (a) any alleged (or judicially determined) breach by the City or its officials or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the City has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));
- (b) any unintentional tort of the City or its officials or employees occurring in the course of conducting the RFP process, or
- (c) liability on any other basis related to the RFP or the proposal process.

6.3 Limitation of City Liability

In the event that, with respect to anything relating to the RFP or this proposal process (except only and to the extent that the City breaches Section 8.2 of this Appendix 4), the City or its officials, agents or employees are found to have breached (including fundamentally breached) any duty or obligation of any kind to the Proponent or its subcontractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Proponent or its subcontractors or agents on any basis or legal principle of any kind, the City's liability is limited to a maximum of \$100, despite any other term or agreement to the contrary.

7. DISPUTE RESOLUTION

Any dispute relating in any manner to the RFP or the proposal process (except to the extent that the City breaches this Section 7 or Section 8.2 of this Appendix 4, and also excepting any disputes arising between the City and the Proponent under a Contract (or a similar contract between the City and a proponent other than the Proponent)) will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia), amended as follows:

- (a) The arbitrator will be selected by the City's Director of Legal Services;
- (b) Section 6 of this Appendix 4 will: (i) bind the City, the Proponent and the arbitrator; and (ii) survive any and all awards made by the arbitrator; and
- (c) The Proponent will bear all costs of the arbitration.

**RFP NO. PS20181946, ARBORIST SERVICES - ARBUTUS GREENWAY
FRASER RIVER EXTENSION**

8. PROTECTION AND OWNERSHIP OF INFORMATION

8.1 RFP and Proposal Documents City's Property

- (a) All RFP-related documents provided to the Proponent by the City remain the property of the City and must be returned to the City, or destroyed, upon request by the City.
- (b) The documentation containing the Proposal, once submitted to the City, becomes the property of the City, and the City is under no obligation to return the Proposal to the Proponent.

8.2 Proponent's Submission Confidential

Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia), other applicable legal requirements, and the City's right to publicly disclose information about or from the Proposal, including without limitation names and prices, in the course of publicly reporting to the Vancouver City Council about the RFP, the City will treat the Proposal (and the City's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information.

8.3 All City Information Confidential

- (a) The Proponent will not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the City which have been or are in the future provided or communicated to the Proponent at any time (whether before, during or after the RFP process). Furthermore, the Proponent agrees that it has not and must not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.
- (b) The Proponent now irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the City in evaluating its Proposal (and any other submissions) and now agrees that under no circumstances will it make any application to the City or any court for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions) including, without limitation, records relating only to the Proponent.

9. NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING

9.1 Declaration as to no Conflict of Interest in RFP Process

- (a) The Proponent confirms and warrants that there is no officer, director, shareholder, partner, employee or contractor of the Proponent or of any of its proposed subcontractors, or any other person related to the Proponent's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is: (i) an official or employee of the City; or (ii) related to or has any business or family relationship with an elected official or employee of the City, in each case, such that there could be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of the Proposal by the City, and, in each case, except as set out, in all material detail, in the section titled "Conflicts; Collusion; Lobbying" in the Proposal Form.
- (b) The Proponent confirms and warrants that there is no person having an interest (as defined above) who is a former official, former employee or former contractor of the City and who has non-public information relevant to the RFP obtained during his or her employment or engagement by the City, except as set out, in all material detail, in the section titled "Conflicts; Collusion; Lobbying" in the Proposal Form.

**RFP NO. PS20181946, ARBORIST SERVICES - ARBUTUS GREENWAY
FRASER RIVER EXTENSION**

9.2 Declaration as to No Conflict of Interest Respecting Proposed Supply

The Proponent confirms and warrants that neither the Proponent nor any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that entering into an agreement with the City in relation to the subject matter of the RFP would create a conflict of interest or the appearance of a conflict of interest between the Proponent's duties to the City and the Proponent's or its subcontractors' duties to such third party, except as set out, in all material detail, in the section titled "Conflicts; Collusion; Lobbying" in the Proposal Form.

9.3 Declaration as to No Collusion

The Proponent confirms and warrants that:

- (a) the Proponent is not competing within the RFP process with any entity with which it is legally or financially associated or affiliated, and
- (b) the Proponent is not cooperating in any manner in relation to the RFP with any other proponent responding to the RFP,

in each case, except as set out, in all material detail, in the section titled "Conflicts, Collusion, Lobbying" in the Proposal Form.

9.4 Declaration as to Lobbying

The Proponent confirms and warrants that:

- (a) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America; and
- (b) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors has engaged in any form of political or other lobbying whatsoever with respect to the RFP or sought, other than through the submission of the Proposal, to influence the outcome of the RFP process,

in each case as set out, in all material detail, in the section titled "Conflicts, Collusion, Lobbying" in the Proposal Form.

10. GENERAL

- (a) All of the terms of this Appendix 4 to this Proposal Form which by their nature require performance or fulfillment following the conclusion of the proposal process will survive the conclusion of such process and will remain legally enforceable by and against the Proponent and the City.
- (b) The legal invalidity or unenforceability of any provision of this Appendix 4 will not affect the validity or enforceability of any other provision of this Appendix 4, which will remain in full force and effect.
- (c) The Proponent now assumes and agrees to bear all costs and expenses incurred by the Proponent in preparing its Proposal and participating in the RFP process.

RFP NO. PS20181946, ARBORIST SERVICES - ARBUTUS GREENWAY
FRASER RIVER EXTENSION

APPENDIX 5
FORM OF AGREEMENT

Sample Agreement Attached