



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 81-2019

**CONSULTING SERVICES FOR THE CREATION OF A COMPREHENSIVE URBAN
FOREST STRATEGY**

Proposals shall be submitted to:

**The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 CONSULTING SERVICES FOR THE CREATION OF A COMPREHENSIVE URBAN FOREST STRATEGY

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, April 18, 2019.

B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Project Manager or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

B3.1 All enquiries shall be directed to the Project Manager identified in D2.

B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Project Manager of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 Responses to enquiries which, in the sole judgment of the Project Manager, require a correction to or a clarification of the Request for Proposal will be provided by the Project Manager to all Proponents by issuing an addendum.

B3.4 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the Request for Proposal will be provided by the Project Manager only to the Proponent who made the enquiry.

B3.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.

B3.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Project Manager in writing.

B4. CONFIDENTIALITY

B4.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Project Manager. The use and disclosure of the Confidential Information shall not apply to information which:

- (a) was known to the Proponent before receipt hereof; or
- (b) becomes publicly known other than through the Proponent; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B4.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Project Manager.

B5. ADDENDA

- B5.1 The Project Manager may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B5.2 The Project Manager will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.3 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgmt/bidopp.asp>
- B5.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Project Manager indicated in D2.

B6. PROPOSAL SUBMISSION

- B6.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal (Section A) in accordance with B7; and
 - (b) Fees (Section B) in accordance with B8.
- B6.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B9;
 - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B10;
 - (c) Project Understanding and Methodology (Section E) in accordance with B11; and
 - (d) Project Schedule (Section F) in accordance with B12.
- B6.3 Further to B6.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B6.4 Further to B6.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B6.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings and six (6) copies (copies can be in any size format) for sections identified in B6.1 and B6.2.
- B6.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).

B6.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.

B6.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B6.10 Proposals shall be submitted to:

The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B6.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B7. PROPOSAL (SECTION A)

B7.1 The Proponent shall complete Form A: Proposal, making all required entries.

B7.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
- (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
- (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
- (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B7.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.

B7.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B7.4 Paragraph 12 of Form A: Proposal shall be signed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
- (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Proponent is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B7.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B7.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B8. FEES (SECTION B)

- B8.1 The Proposal shall include a Fixed Fee for all disciplines and/or phases identified in D8 Scope of Services.
- B8.2 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B8.2.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.
- B8.3 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.
- B8.4 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any materials testing, soils and hazardous materials investigation during construction.
- B8.5 Notwithstanding D14.7, an allowance of up to \$25,000 has been identified for the public engagement materials and activities described in D14.7 and will be paid by the City, with the exception of the printing costs, which remains an allowable disbursement.**
- B8.6 Notwithstanding C11.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B8.7 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

- B9.1 Proposals should include:
- (a) details demonstrating the history and experience of the Proponent and Subconsultants in providing programming; design, management of the project and contract administration services on three projects of similar complexity, scope and value.
 - (b) evidence of specialized expertise which may be relevant including:
 - (i) understanding management issues relevant to the preparation of an urban forest strategy;
 - (ii) planning and implementing public Consultations (Refer to B10.3);
 - (iii) working with municipal governments;
 - (iv) municipal forestry operations/activities including invasive species management, fleet and human resource management/logistics;
 - (v) risk management;
 - (vi) application of industry standards, best practices, and urban forestry legislation; and
 - (vii) professional writing, statistical analyses, graphic design, mapping, and publication.
- B9.2 For each project listed in B9.1(a), the Proponent should submit:
- (a) description of the project
 - (b) what aspects of the project are relevant or applicable to this Contract;
 - (c) role of the Consultant;
 - (d) project's original contracted cost and final cost;
 - (e) design and schedule (anticipated Project schedule and actual project delivery schedule, showing design separately);
 - (f) project owner;
 - (g) reference information (two current names with telephone numbers per project).

B9.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.

B9.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

B10. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)

B10.1 Describe your approach to overall team formation and coordination of team members.

B10.1.1 Include an organizational chart for the Project showing key team members, reporting relationships and roles.

B10.2 Identify the following Key Personnel assigned to the Project:

- (a) project manager;
- (b) public engagement lead; and
- (c) publication lead;.

B10.3 Effective January 1, 2018, the City reserves the right to stipulate that any projects that include Public Engagement work will require that all Public Engagement work be performed by a public engagement professional who has completed the Foundations in Public Participation offered by IAP2.

B10.4 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Consultants Representative, managers of the key disciplines and lead designers, and public engagement professionals. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B10.1.1.

B10.5 For each person identified, list at least two comparable projects in which they have played a primary role similar to that proposed for this Project. If a project selected for a key person is included in B9, provide only the project name and the role of the key person. For other projects provide the following:

- (a) description of project;
- (b) aspects of the project are relevant or applicable to this contract;
- (c) role of the person;
- (d) project original contracted cost and final cost;
- (e) project delivery schedule and completion date;
- (f) project owner; and
- (g) reference information (two current names with telephone numbers per project).

B11. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

B11.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.

B11.2 Methodology should be presented in accordance with the Scope of Services identified in D8.

B11.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.

B11.4 Proposals should address:

- (a) the team's understanding of the broad functional and technical requirements;
- (b) the team's understanding of the urban forest issues, performance measures, and urban forestry services;
- (c) the team's understanding of asset management;
- (d) any innovation to be used to perform the Scope of Services identified in D8;
- (e) the team's understanding of project management and project deliverables;
- (f) the teams' understanding of IAP2 processes and principles and how they apply to the Project;
- (g) the proposed Project budget;
- (h) the City's Project methodology with respect to the information provided within this RFP and the City's Project Management Manual at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> ; and;
- (i) any other issue that conveys your team's understanding of the Project requirements.

B11.5 Further to B11.4(f), the City considers Foundations of Public Engagement offered by IAP2 an asset. Although IAP2 training is considered an asset, it is not a requirement, and qualifications and experience will be weighted more heavily than training.

B11.6 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D8 Scope of Services.

B11.6.1 The total Fees on Form P: Person Hours should match Fees submitted in response to B8.

B11.7 Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B11.6.

B11.8 For each person identified in B10.2, list the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in D8.

B12. PROJECT SCHEDULE (SECTION F)

B12.1 Proponents should present a carefully considered detailed work plan and schedule complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.

B12.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

B13. DISCLOSURE

B13.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B13.2 The Persons are:

- (a) Trees Winnipeg (Coalition to Save the Elms, Manitoba, Inc.)
- (b) Hilderman Thomas Frank Cram (HTFC) Landscape Architecture & Planning
- (c) McGowan Russell
- (d) University of Winnipeg
- (e) University of Manitoba

B13.3 Additional Material:

- (a) City of Winnipeg i-Tree Analysis and Report
- (b) Tree Planting Details and Specifications Downtown Area and Regional Streets
- (c) Research Reports

B14. CONFLICT OF INTEREST AND GOOD FAITH

B14.1 Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B14.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFP process or the Project; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

B14.3 In connection with its Proposal, each entity identified in B14.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Project Manager; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B14.4 Without limiting B14.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B14.5 Without limiting B14.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:

- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;

- (b) require the removal or replacement of any Key Personnel proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B14.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B14.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B15. QUALIFICATION

B15.1 The Proponent shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract.

B15.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgmt/debar.stm>

B15.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

- (a) have successfully carried out services for the planning and policy development, data analysis, public engagement, and project management for urban forestry projects of similar complexity, scope and value; and to those required for this Project; and
- (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract;
- (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba; and
- (f) upon request of the Project Manager, provide the Security Clearances as identified in PART E - .

B15.4 The Proponent shall submit, within three (3) Business Days of a request by the Project Manager, further proof satisfactory to the Project Manager of the qualifications of the Proponent and of any proposed Subconsultant.

B15.5 The Proponent shall provide, on the request of the Project Manager, full access to any of the Proponent's equipment and facilities to confirm, to the Project Manager's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.

B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B16.1 Proposals will not be opened publicly.

B16.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent and their address(es) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

B16.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B16.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B16.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Project Manager.

B17. IRREVOCABLE OFFER

B17.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B17.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Work for the time period specified in Paragraph 10 of Form A: Proposal.

B18. WITHDRAWAL OF OFFERS

B18.1 A Proponent may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B18.1.1 The time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B18.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 12 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B18.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 12 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B18.1.3(b), declare the Proposal withdrawn.

B18.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B17.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative

Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B19. INTERVIEWS

B19.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

B20. NEGOTIATIONS

B20.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B20.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

B20.3 If, in the course of negotiations pursuant to B20.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B21. EVALUATION OF PROPOSALS

B21.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B15: (pass/fail)
- (c) Fees; (Section B) 10%
- (d) Experience of Proponent and Subconsultant; (Section C) 25%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 25%
- (f) Project Understanding and Methodology (Section E) 30%
- (g) Project Schedule. (Section F) 10%

B21.2 Further to B21.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B21.3 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is qualified.

B21.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B21.1(a) and B21.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B21.5 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.

B21.6 Further to B21.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.

- B21.7 Further to B21.1(c) where the Fees exceeds the funds stated in D8.4, the City may determine that no award will be made in accordance with B22.2.1(a).
- B21.8 Further to B21.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B9.
- B21.9 Further to B21.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity, in accordance with B10
- B21.10 Further to B21.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B11.
- B21.11 Further to B21.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B12.
- B21.12 Notwithstanding B21.1(d) to B21.1(g), where Proponents fail to provide a response to B6.2(a) to B6.2(d), the score of zero may be assigned to the incomplete part of the response.
- B21.13 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B19.

B22. AWARD OF CONTRACT

- B22.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B22.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.
- B22.2.1 Without limiting the generality of B22.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
 - (b) the prices are materially in excess of the prices received for similar services in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B22.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B22.4 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Proponent in lieu of execution of a Contract.
- B22.4.1 The Contract documents as defined in C1.1(o)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the Letter of Intent notwithstanding that they are not necessarily attached to or accompany said Letter of Intent.
- B22.5 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(o).
- B22.6 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.

B22.7 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Consultant Services* (Revision 2017-03-24) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm.
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Consultant Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for Consultant Services*, these Supplemental Conditions are applicable to the Services of the Contract.

D2. PROJECT MANAGER

D2.1 The Project Manager is:

Martha Barwinsky
City Forester

Telephone No. 204 986-3701

Email Address: MBarwinsky@winnipeg.ca

D2.2 At the pre-commencement meeting, the Project Manager will identify additional personnel representing the Project Manager and their respective roles and responsibilities for the Services.

D2.3 Proposal Submissions must be submitted to the address in B6.

D3. PROJECT OBJECTIVES

D3.1 The purpose of this project is to develop a public engagement supported Comprehensive Urban Forest Strategy for the City of Winnipeg, applicable for the period 2020 to 2040.

D3.2 In alignment with the municipal development plan OurWinnipeg and associated direction strategies, the Comprehensive Urban Forest Strategy will define long-term vision and goals, provide policy recommendations, and provide strategic direction and framework to guide affordable and sustainable decisions regarding the future of urban forestry programs and services. A more detailed outline of key information related to the urban forest is provided in D3, D4, and D5.

D3.3 The objectives of this Project are:

- (a) Develop, with community input, a long-term vision for Winnipeg's urban forest.
- (b) Develop and implement a Communication and Public Engagement Plan as detailed in D8, Scope of Services;
- (c) Create a Discussion Paper on 'The Current State of the Urban Forest' that will serve as a foundation document for development of the Comprehensive Urban Forest Strategy. Specific requirements are detailed in D8, Scope of Services;
- (d) Define long term (20-year) planning and strategic management objectives;
- (e) Define strategic direction and resourcing for key services and programs, including but not limited to, invasive forest pest management (specifically Dutch elm disease (DED) and emerald ash borer (EAB)), tree maintenance/pruning services, tree planting, and tree protection and preservation.

D3.4 The Parks and Open Space Division is currently developing a Parks Strategic Master Plan and Regional Parks Investment Strategy. The Comprehensive Urban Forest Strategy is to be developed in alignment with the Parks Master Plan and Regional Parks Investment Strategy.

D3.5 The Planning, Property and Development Department (PPD) is currently developing a Residential Infill Strategy. The Comprehensive Urban Forest Strategy is to take into consideration the Residential Infill Strategy.

D4. ORGANIZATIONAL CONTEXT

- D4.1 The administrative structure for the City of Winnipeg is a Chief Administrative Officer (CAO) who is the head of the public service and provides overall leadership to all City departments.
- D4.2 The composition of City Council is legislated under The City of Winnipeg Charter and consists of fifteen (15) Councillors and the Mayor. Each Councillor represents an individual ward while the Mayor is elected by a vote of the city-at-large. Councillors have a dual role: they are members of Council (dealing with decisions affecting the whole city) and members of the Community Committees (dealing with local community issues).
- D4.3 The authority to approve capital and operating budgets and adopt policy resides with City Council. Pursuant to the Charter, Council also has the authority to establish committees of Council. At present, there is an Executive Policy Committee, 6 Standing Committees and five (5) Community Committees. City Council and the Committees meet monthly but prorogue in August.
- D4.4 Each of the five Community Committees consists of 3 wards represented by three (3) Councillors <http://winnipeg.ca/clerks/pdfs/CommunityCommitteeMembers.pdf>.
- D4.5 The Urban Forestry Branch operates within the Parks and Open Space (POS) Division of the Public Works Department (PWD). For this Project, the POS Division, Public Works Department (PWD) and the Urban Design (UD) Division, Planning, Property and Development Department (PPD) share a role as key stakeholders with the Urban Forestry Branch being the business owner within the Public Works Department.
- D4.6 The Urban Forestry Branch and POS Division work collaboratively with the UD Division of the Planning Property and Development Department who coordinate acquisition, planning and development of new parkland and provide collaborative planning advice along with design, estimating and project management services on a variety of park and open space initiatives.
- D4.7 The City of Winnipeg has embraced asset management as a core business function and has adopted a comprehensive approach to managing its assets to meet required levels of service at the lowest lifecycle cost of ownership.
- D4.8 The City has adopted a 'Serviceability' approach to asset management, built on the alignment of infrastructure and investment with the services they support. Public infrastructure exists to provide service to citizens, customers and end-users; by tying needs to service outcomes in order to evaluate the effectiveness and return on investment of addressing various priorities, and focus spending on where it matters most.
- D4.9 The City's Office of Public Engagement supports City projects and initiatives to ensure that engagement activities are made available to the public in an accessible, consistent and user-friendly way, and that citizens who wish to be engaged, are able to easily do so. The Office of Public Engagement will be involved in the project and will provide support and oversight with regards to the public engagement strategy and the execution of the strategy.
- D4.10 The City of Winnipeg receives corporate strategic direction from OurWinnipeg (<https://winnipeg.ca/interhom/cityhall/ourwinnipeg/>). OurWinnipeg is a twenty-five (25)-year planning document providing vision for the entire city and positions Winnipeg for sustainable growth that is critical to future competitiveness. The plan is required by the City of Winnipeg Charter that directs the City to adopt, by by-law, a development plan that sets out long-term plans and policies. The development plan guides and informs more detailed planning on specific topics or for specific areas of the City.
- D4.11 Within the context of OurWinnipeg, Section 02-2 has particular application to environmental sustainability, including urban forestry. Directions outlined in Section 02-2 and others that relate to the urban forest are further described in the companion documents: Complete Communities; and A Sustainable Winnipeg, both of which serve as Direction Strategies within OurWinnipeg.

- D4.11.1 Directions within the Complete Communities Direction Strategy that relate to the urban forest can be found in Section 07: Parks, Places and Open Spaces; and in Section 12: Urban Design, and include:
- (a) Establish the Parks, Places and Open Spaces Management Plan to ensure parks contribute to wellness and active living by focusing on community needs;
 - (b) Ensure that parks support economic development and are managed in a financially sustainable, innovative manner;
 - (c) Demonstrate the value of our environmental and cultural capital by protecting, enhancing and restoring those natural and cultural park resources that are recognized as having historical, ecological or aesthetic value;
 - (d) Promote active mobility and pedestrian connectivity;
 - (e) Maintain relevant standards and guidelines for open space development and management; and
 - (f) Promote the design of a livable and beautiful city.
- D4.11.2 Establish the Parks, Places and Open Spaces Management Plan to ensure parks contribute to wellness and active living by focusing on community needs:
- (a) Ensure that parks support economic development and are managed in a financially sustainable, innovative manner;
 - (b) Demonstrate the value of our environmental and cultural capital by protecting, enhancing and restoring those natural and cultural park resources that are recognized as having historical, ecological or aesthetic value;
 - (c) Promote active mobility and pedestrian connectivity;
 - (d) Maintain relevant standards and guidelines for open space development and management; and
 - (e) Promote the design of a livable and beautiful city.
- D4.11.3 Directions within the Complete Communities Direction Strategy that relate to the urban forest can be found in Section 07: Parks, Places and Open Spaces; and in Section 12: Urban Design, and include:
- (a) Establish the Parks, Places and Open Spaces Management Plan to ensure parks contribute to wellness and active living by focusing on community needs;
 - (b) Ensure that parks support economic development and are managed in a financially sustainable, innovative manner;
 - (c) Demonstrate the value of our environmental and cultural capital by protecting, enhancing and restoring those natural and cultural park resources that are recognized as having historical, ecological or aesthetic value;
 - (d) Promote active mobility and pedestrian connectivity;
 - (e) Maintain relevant standards and guidelines for open space development and management; and
 - (f) Promote the design of a livable and beautiful city.
- D4.11.4 Directions within A Sustainable Winnipeg Direction Strategy that relate to urban forestry include:
- (a) Reduce the environmental impact of our activities through strategies such as planning for sustainable energy use and greenhouse gas reduction;
 - (b) Recognize and preserve Winnipeg's parks, green spaces and riverbanks as green oases in our urban setting;
 - (c) Collaborate to ensure water and air quality;
 - (d) Enable the protection of ecologically significant lands'
 - (e) Support waterway management; and

- (f) Protect and enhance the urban forest.

D5. BACKGROUND & URBAN FORESTRY BRANCH OVERVIEW

- D5.1 Winnipeg is located in south-central Manitoba in the Red River Valley and has a population of 749,500. Winnipeg is a culturally diverse community and the city is experiencing urban sprawl and infill development, with a projected population of 814,400 by 2022.
- D5.2 The City covers approximately 464 square kilometers and includes rural and suburban areas within its perimeter.
- D5.3 The City of Winnipeg was incorporated in 1873, and by the 1890's city authorities began to introduce urban parks and boulevard tree planting with the goal of converting the prairie capital to a "garden city". More than 100,000 trees and shrubs were transplanted from European and North American nurseries. The American elm was considered the tree of choice for city boulevard planting projects because of its hardiness and graceful form. Many of these trees are still standing and have shaped the character of many Winnipeg neighbourhoods.
- D5.4 Winnipeg's urban forestry program was initiated when Dutch elm disease (DED) was discovered in Manitoba in 1975, in a south Winnipeg neighbourhood. Since that time, Winnipeg has been the leader in DED management in North America with strong community activism in DED management, and other urban forestry activities as urban forestry programs have evolved over time.
- D5.5 Since the discovery of DED, the City has relied on ash as an alternate species for public tree planting program. As a city on the prairies with historically very cold winters, hot, dry summers, and heavy clay soil, tree species diversity is a challenge due to limited supply of hardy species that can thrive in urban conditions and calcareous soils.
- D5.6 The public demand for trees and urban forestry services continues to increase over time. Meanwhile, new forest pests, diseases, and other threats have challenged urban forest managers to redirect resources in order to address these complex ecological issues while still providing essential urban forestry services efficiently. As a result, urban forestry staff must prioritize activities where time and resources permit, and Winnipeg's urban forest management approach has become increasingly reactive. As the City has grown and expanded over many decades, there has been a corresponding increase in the number of trees in the Urban Forestry Branch's maintenance inventory.
- D5.7 The Urban Forestry Branch manages approximately 305,000 trees on boulevards and in parks in addition to the City's DED management program on all properties within the City of Winnipeg. For further information on the City's public tree inventory, visit <https://data.winnipeg.ca/Parks/Tree-Inventory/hfwk-jp4h>.
- D5.8 The main programs and services currently administered by the Urban Forestry Branch include:
- (a) Dutch Elm Disease (DED) Management Program: Annual city-wide surveillance and removal of elm firewood and diseased elms on public and private property using a combination of in-house and contracted resources, elm bark beetle control subcontracted to the City of Winnipeg Insect Control Branch, tree pruning, tree planting, and public education in partnership with Trees Winnipeg, a non-government organization;
 - (b) Emerald Ash Borer (EAB) Response (continuation pending approved funding): Surveillance and tree removals have been concentrated around the vicinity of the first beetle detection in Winnipeg in November, 2017. Tree removals are being conducted with contracted resources while monitoring and ash tree injections are being conducted internally in partnership with the City of Winnipeg Insect Control Branch. In 2018, ash tree removals expanded to include ash trees affected by cottony ash psyllid. It is expected that the EAB program will rapidly grow in scope and urgency in the future;
 - (c) Tree Planting Program: an average of 2,000 trees are planted annually in parks and on boulevards in response to the losses associated with DED, EAB, and other causes such as general mortality, construction and development, and urban/environmental factors. Tree

planting and maintenance activities are currently completed using a combination of in-house and contracted resources for trees on boulevards and in parks. The civic nursery operates as a holding area whereby nursery stock is purchased from wholesale nursery growers and held and maintained in the nursery until it is planted on boulevards and in parks. Tree planting on private property is encouraged through the Winnipeg ReLeaf Tree Planting Program offered in partnership with Trees Winnipeg; and

- (d) Pruning and Removals: the average pruning cycle in Winnipeg in 2017 was 27.3 years for park and boulevard trees. Also, approximately 400 trees per year require immediate intervention or removal due to decline or damage. This work is completed using a combination of in-house and contracted resources.
- D5.9 Parks and Open Space Mandate: To develop, operate, maintain and preserve all parks and open spaces to promote vibrant, healthy communities while fostering environmental stewardship.
- D5.10 Parks and Open Space Vision: A world-renowned prairie oasis.
- D5.11 The City of Winnipeg vision is to be a vibrant and healthy city which places its highest priority on quality of life for all its citizens. The benefits of urban trees for residents have been well documented and Winnipeg's urban forest is a valuable asset that can be used to accomplish this vision. For Winnipeg's trees to enhance the well-being of its citizens for the long term, the urban forest must be healthy, diverse, resilient, and sustainable.
- D5.12 The Urban Forestry Branch organizational structure is subdivided into two Sections: Urban Forestry Operations and Urban Forestry Technical Services. Combined, these two Sections are responsible for all aspects of modern urban forestry on public lands, including boulevards, parks and maintained greenspaces.
- D5.13 Urban Forestry Branch responsibilities include: conducting/maintaining tree inventories; tree planting, watering, and pruning and removal of trees on boulevards and in parks; Dutch elm disease (DED) and emerald ash borer (EAB) management; emergency/storm damage response; consultation and technical support for internal and external agencies; public relations and education; inspections; tree appraisals; contract administration, and responding to approximately 10,000 tree-related inquiries via 311 per year.
- D5.14 The scope and nature of services that the Urban Forestry Branch provides has been steadily increasing over time. Some of the Urban Forestry Branch's most recent developments and accomplishments include:
- (a) Development of a GIS-based public tree inventory which houses tree attribute data for over 305,000 trees. Public tree inventory is available on the City of Winnipeg Open Data Portal <https://data.winnipeg.ca/Parks/Tree-Inventory/hfwk-jp4h> ;
 - (b) Completion of an inventory of private, riverbank, and natural stands of elm and ash trees; the two most dominant species in Winnipeg;
 - (c) Completion of an urban forest canopy cover/species diversity study using i-Tree Eco, as well as supporting other urban forest research projects;
 - (d) Cultivating cooperative partnerships with other municipal departments, private industry, utility companies, and community groups;
 - (e) Partnering with a non-government organization on the development of a city-wide tree planting program (the Winnipeg ReLeaf Tree Planting Program) for private property which has become very popular with the public; and
 - (f) Research initiatives in DED management and EAB with universities and government agencies.
- D5.15 The City approved \$6 million in its 2018 Urban Forestry operating budget to support tree pruning, removals, planting, and associated activities, and \$4.4 million in its 2018 DED operating budget to manage DED on all properties in the City, which includes \$1 million from the Province of Manitoba for DED management program. In the Public Works Department 2018

Capital Budget an additional \$766,000 was approved for tree planting and an additional \$6.33 million was approved for DED rapid removals, emerald ash borer response, and other services. Budgets for 2019 are expected to be approved in March 2019.

- D5.16 The City of Winnipeg DED Management Program is conducted in accordance with the Province of Manitoba Forest Health Protection Act and Regulations and in partnership with the Province of Manitoba via funding and collaborative technical support.

D6. POLICY CONTEXT

- D6.1 Current City of Winnipeg policies, standards and guidelines, and Province of Manitoba Legislation that are relevant to Urban Forestry include:

- (a) Province of Manitoba Forest Health Protection Act and Regulations
<https://web2.gov.mb.ca/laws/statutes/ccsm/f151e.php>
http://web2.gov.mb.ca/laws/regs/current/_pdf-regs.php?reg=87/2009
http://web2.gov.mb.ca/laws/regs/current/_pdf-regs.php?reg=86/2009
http://web2.gov.mb.ca/laws/regs/current/_pdf-regs.php?reg=54/2012
- (b) 1977 Streets By-Law No. 1481/77
<http://clkapps.winnipeg.ca/DMIS/docext/ViewDoc.asp?DocumentTypeId=1&DocId=304>
- (c) 2001 Universal Design Policy
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=3604>
- (d) 2002 Development Agreement Parameters
<https://winnipeg.ca/ppd/Documents/LandDevelopment/Development-Agreement-Parameters.pdf>
- (e) 2007 Ecologically Significant Natural Lands Strategy
<http://winnipeg.ca/publicworks/parksOpenSpace/NaturalistServices/PDF/ESNL.pdf>
- (f) 2008 Neighbourhood Liveability By-Law No. 1/2008
<http://clkapps.winnipeg.ca/dmis/DocExt/ViewDoc.asp?DocumentTypeId=1&DocId=3996>
- (g) 2008 Land Dedication Reserve
<http://clkapps.winnipeg.ca/dmis/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=5728>
- (h) 2008 Private Access By-Law No.49/2006
<http://clkapps.winnipeg.ca/DMIS/docext/ViewDoc.asp?DocumentTypeId=1&DocId=4136>
- (i) 2009 Park By-Law No. 85/2009
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=6403>
- (j) 2011 Our Winnipeg, Complete Communities Direction Strategy, and A Sustainable Winnipeg Direction Strategy
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=5521>
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=5345>
- (k) 2011 Community Centre Universal Funding Formula Review (2012-2016)
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=5660>
- (l) 2011 Transportation Master Plan
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=6485>
- (m) 2011 Boulevard Tree Planting Guidelines as Required Under Development Agreements
https://winnipeg.ca/publicworks/parksOpenSpace/UrbanForestry/PDF/Boulevard_Tree_Planting_Guidelines_as_Required_under_DAs.pdf
- (n) Tree Removal Guidelines (updated 2014)

https://winnipeg.ca/publicworks/parksOpenSpace/UrbanForestry/PDF/Tree_Removal_Guidelines.pdf

- (o) 2015 City of Winnipeg Accessibility Design Standards
https://winnipeg.ca/ppd/Documents/Planning/UniversalDesign/Access_Design_Standards.pdf
- (p) 2015 Asset Management Policy
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=6403>
- (q) 2018 Winnipeg's Climate Action Plan
<https://winnipeg.ca/sustainability/PublicEngagement/ClimateActionPlan/pdfs/WinnipegsClimateActionPlan.pdf>
- (r) Residential Infill Strategy (in progress)
<http://clkapps.winnipeg.ca/dmis/ViewDoc.asp?DocId=17576&SectionId=&InitUrl=https://winnipeg.ca/ppd/PublicEngagement/InfillStrategy/default.stm#tab-documents>

D7. PROJECT STAKEHOLDERS

D7.1 Internal stakeholders for the project include but are not limited to:

- (a) Public Works Department (PWD)
 - (i) Parks and Open Space (POS) Division
 - (ii) Streets Maintenance (SM) Division
 - (iii) Engineering Division
 - (iv) Transportation Division
- (b) Planning, Property and Development Department (PPD)
 - (i) Urban Design Division
 - (ii) Urban Planning
 - (iii) Land Development
 - (iv) Municipal Accommodations
 - (v) Development and Inspections Division
- (c) Water and Waster Department (WWD)
 - (i) Solid Waste Division
 - (ii) Engineering Division
 - (iii) Wastewater Services Division
 - (iv) Water Services Division
- (d) Golf Services Special Operating Agency (SOA)
- (e) Community Services Department
 - (i) Community By-law Enforcement Services Division
 - (ii) Community Development and Recreation Services Division
- (f) Customer Service and Communications
 - (i) Office of Public Engagement
 - (ii) Corporate Communications
 - (iii) French Language Services
 - (iv) Marketing and Branding
- (g) Standing Policy Committee on Protection, Community Services & Parks (SPC)
- (h) Executive Policy Committee (EPC)
- (i) City of Winnipeg Mayor and Council

D7.2 Key external stakeholders of the project include but are not limited to:

- (a) Province of Manitoba Department of Sustainable Development
- (b) Canadian Food Inspection Agency
- (c) Manitoba Hydro
- (d) Arborist Industry
- (e) Nursery Industry
- (f) Landscape Architects
- (g) Engineering consultants
- (h) Environmental / stewardship organizations
- (i) Neighbourhood Associations
- (j) Trees Winnipeg (Coalition to Save the Elms)
- (k) Save our Seine River Environment
- (l) Outdoor Urban Recreation Spaces (OURS Winnipeg)
- (m) Manitoba Naturalists Society (Nature Manitoba)
- (n) Manitoba Master Gardener Association
- (o) University of Manitoba
- (p) University of Winnipeg
- (q) Winnipeg Business Improvement Zones (BIZ)
- (r) Development Industry
- (s) Elected officials
- (t) Citizens

D8. SCOPE OF SERVICES

D8.1 The Services required under this Contract shall consist of a review of current urban forest management practices and challenges, asset inventory analysis, public engagement, planning, program/services and policy recommendations to complete the Comprehensive Urban Forest Strategy.

D8.2 The major components of the services under this Contract shall include, but are not limited to, the following:

- (a) **Phase 1: Discussion Paper on the 'Current State of the Urban Forest'** which serves as a platform for subsequent planning, discussion topics, and informed public engagement. The following should be incorporated:
 - (i) A synopsis of current tree inventory, programs and services, current research initiatives and partnerships;
 - (ii) Identification of the benefits of the urban forest determined from current tree inventory and i-Tree Eco Analysis recently completed in 2019;
 - (iii) Value statement about the role and importance of the urban forest and urban forest ecosystem services to the City of Winnipeg and its residents;
 - (iv) Identification of current Customer Service Levels, Performance Metrics and associated costs;
 - (v) A high level comparative analysis of Winnipeg urban forest management and service delivery to other jurisdictions in Canada;
 - (vi) A review of the current policy context that addresses relevant federal, provincial and City of Winnipeg policies and legislation, guidelines, procedures, industry standards and best practices;

- (vii) An overview of the relationships and services exchanged between the Urban Forestry Branch and other municipal departments or divisions (internal stakeholders). Departments or divisions to be considered include but are not limited to:
 - (i) Customer Service and Communications;
 - (ii) Legal Services;
 - (iii) Community Services;
 - (iv) Planning, Property, and Development;
 - (v) Asset Management;
 - (vi) Human Resources;
 - (vii) Water and Waste;
 - (viii) Streets Maintenance; and
 - (ix) Transportation.
- (viii) A plain language summary for public review.
- (b) **Phase 2: Communication and Public Engagement Plan** that includes a Communications Strategy and a detailed Public Engagement Strategy as described in D14 in accordance with the Office of Public Engagement Requirements available at <https://winnipeg.ca/PublicEngagement/pdfs/PublicEngagementRequirements.pdf>.
- (c) **Phase 3: Comprehensive Urban Forest Strategy** to be developed as a comprehensive document providing 20-year strategic direction to the maintenance, preservation, and enhancement of Winnipeg's urban forest.
 - (i) Incorporate values statements highlighting quantitative assessment of economic, social, health and ecological benefits of Winnipeg's urban forest to the City of Winnipeg and its citizens. Include analysis of anticipated changes in social/demographic dynamics and changing values/perceptions of urban forests as they relate to the objectives of the Comprehensive Urban Forest Strategy.
 - (ii) Consideration should be given to Winnipeg's aging tree population, climate change, land and infill development, changes in land use, and other municipal activities, developments, and infrastructure that may be in conflict with urban forest management objectives.
 - (iii) Provide a summary of stakeholder and public engagement activities and outcomes, indicating how that input was considered in the Comprehensive Urban Forest Strategy.
 - (iv) Identify performance metrics and targets based on best practices and industry standards including at a minimum: pruning cycle, replacement ratio, species diversity, overall canopy cover and canopy cover based on land-use types.
 - (v) Identify current service level gaps based on stakeholder engagement and review of existing programs and service delivery.
 - (vi) Incorporate elements listed below, incorporating information gained from background review and stakeholder and public engagement feedback:
 - (i) Tree Maintenance/Pruning Services: review current pruning service levels and priorities based on best practices and industry standards, and identify gaps and resources required to meet average pruning cycle metrics;
 - (ii) Tree Planting: develop a strategy for achieving canopy cover targets including resources required;
 - (iii) Invasive Forest Pest Management Strategy: providing direction to the management of invasive forest pests, including Dutch elm disease (DED) and emerald ash borer (EAB), and identify impacts of these pests to the urban forest and the City of Winnipeg, and resources required to manage these pests;
 - (iv) Tree Protection and Natural Areas Preservation Strategy: including the necessity and feasibility of a public and/or private tree protection by-law; and
 - (v) Identify partnerships and opportunities for funding support and cost efficiencies.

- (vii) A plain language summary of draft Comprehensive Urban Forest Strategy for public review.
 - (d) **Phase 4: Final publication of the Discussion Paper, Public Engagement Report, and Comprehensive Urban Forest Strategy:**
 - (i) Include provision of ten (10) hard bound copies of each along with a digital copy suitable for printing; and
 - (ii) Presentation to the Project Manager and Project Team.
- D8.3 The Services required under D8.2 and D14 shall be in accordance with the City's Project Management Manual <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> . Notwithstanding the foregoing, the Consultant is being engaged by the City for its professional expertise; the Consultant shall bring to the Project Manager's attention any aspect of the City's Project Management Manual or templates which the Consultant is of the opinion is not consistent with good industry practice.
- D8.4 The funds available for this Contract are \$125,000 (including MRST).**

D9. DEFINITIONS

- D9.1 When used in this Request for Proposal:
- (a) "Boulevard Tree" means a tree located on the public right-of-way;
 - (b) "DED" means Dutch elm disease;
 - (c) "EAB" means emerald ash borer;
 - (d) "GIS" means Geographic Information Systems;
 - (e) "Greenspace" means sites which fall outside the 'Park' designation but are currently operated and/or maintained and advertised by the City of Winnipeg as a public amenity, for leisure, recreation, sports or as a nature preserve;
 - (f) "Park" means real property, other than a golf course, that is owned or leased by the City of Winnipeg or jointly operated by the City of Winnipeg and a school division or some other person or organization and zoned PR1, PR2, or PR3 in the area governed by the Winnipeg Zoning By-Law No. 200/2006 or zoned "park" or "park use" in the Downtown Winnipeg Zoning By-Law No. 100/2004;
 - (g) "Park / Greenspace Tree" means a tree located on City-owned land that is either officially designated as a 'Park' or meets the definition of 'Greenspace';
 - (h) "POS" means Parks and Open Space Division of the Public Works Department;
 - (i) "PPD" means the Planning, Property and Development Department;
 - (j) "PWD" means the Public Works Department;
 - (k) "SPC" means the Standing Policy Committee on Protection, Community Services and Parks;
 - (l) "UD" means the Urban Design Division of the Planning, Property and Development Department;
 - (m) "Urban forest" means all trees within the City boundary and/or under the jurisdiction of the City of Winnipeg; and
 - (n) "WWD" means Water and Waste Department.

SUBMISSIONS

D10. AUTHORITY TO CARRY ON BUSINESS

- D10.1 The Consultant shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly

registered, licensed or permitted by law to carry on business in Manitoba, or if the Consultant does not carry on business in Manitoba, in the jurisdiction where the Consultant does carry on business, throughout the term of the Contract, and shall provide the Project Manager with evidence thereof upon request.

D11. INSURANCE

- D11.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.
- D11.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:
- (a) Comprehensive or Commercial General Liability Insurance including:
 - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
 - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
 - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
 - (iv) a Cross Liability clause and/or Severability of Interest clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured;
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The limit of liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
 - (c) Professional Errors and Omissions Liability Insurance including:
 - (i) an amount not less than \$ 250,000 per claim and \$ 250,000 in the aggregate.
- D11.2.1 The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twelve (12) months after total performance.
- D11.3 The policies required in D11.2(a) shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.
- D11.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D11.2(a) and D11.2(c).
- D11.5 The Consultant shall provide the Project Manager with a certificate(s) of insurance for itself and for all of its Subconsultants, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.1 for the return of the executed Contract. Such certificates shall state the exact description of the Services and provide for written notice in accordance with D11.8.
- D11.6 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.

- D11.7 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D11.8 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

SCHEDULE OF SERVICES

D12. COMMENCEMENT

- D12.1 The Consultant shall not commence any Services until it is in receipt of a notice of award from the City authorizing the commencement of the Services.
- D12.2 The Consultant shall not commence any Services until:
- (a) the Project Manager has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D10;
 - (ii) evidence of the insurance specified in D11;
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D12.3 The City intends to award this Contract by May 31, 2019.

D13. CRITICAL STAGES

- D13.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Discussion Paper on the Current State of the Urban Forest – July, 2019
 - (b) Public Engagement Launch – September, 2019
 - (c) Submit final Comprehensive Urban Forest Strategy to Contract Administrator – Spring, 2020.

D14. PUBLIC ENGAGEMENT

- D14.1 The Proponent shall work collaboratively with the Office of Public Engagement.
- D14.2 The Proponent shall host a minimum of three (3) public engagement meetings with the project team, including:
- (a) the Project Manager;
 - (b) representatives from the Office of Public Engagement;
 - (c) other representatives as required by the Project Manager.
- D14.3 The review of public materials and advance notice of public events require time. The Proponent shall ensure adequate time is accounted for in the Project schedule.
- D14.3.1 All public materials must be posted online 2 weeks prior to an in-person event.
 - D14.3.2 The anticipated review period for materials will be minimum 3 weeks prior to posting.
 - D14.3.3 Following review, the translation of final public materials (if required) should be allocated at least one week to complete.

The City will cover expenses for public engagement activities, including, for example, venue rental charges, equipment rental, catering for refreshments, translation, printing, postage, courier, newspaper advertising, photocopying, subject to prior approval of costs by the Project Manager. Wherever possible, City facilities will be used to host public events.

Public & Stakeholder Engagement Expectations

- D14.4 The Communications Strategy and Public Engagement Strategy must consider incorporating a comprehensive public and stakeholder engagement process that assists in defining fiscally responsible and realistic Customer Levels of Service and management of the City's urban forest.
- D14.5 Public engagement opportunities must be scaled appropriately for a city-wide project and consider the large number of stakeholders, including but not limited to internal city departments, the provincial government, the federal government, non-governmental organizations, neighbourhood associations, associated industries, homeowners, park users, and Winnipeg residents.
- D14.6 Public engagement must include both in-person and online opportunities.
- D14.7 Printing costs for all public engagement materials shall be included in the fee proposal as a disbursement. Although the proponent will assist in the procuring and coordinating the following services, the costs for online engagement opportunities, translation services, venue rental, equipment rental, food or beverages for public engagement events are not to be included in the Contract and will be paid directly by the City.
- D14.8 Engagement materials intended for the general public shall be provided in both English and French. The City of Winnipeg will provide translation services however additional time for translation of materials should be incorporated in the project timeline.

Public & Stakeholder Engagement Deliverables

- D14.9 The Proponent shall develop and provide the following deliverables in accordance with <https://winnipeg.ca/PublicEngagement/pdfs/PublicEngagementRequirements.pdf>:
- (a) a public engagement strategy that clearly identifies:
 - (i) the public's role in the decision-making process;
 - (ii) the decision points/steps within the overall project, and the scope of the decisions to be made at each step;
 - (iii) the need/interest associated with each decision step, along with the recommended level of participation; and
 - (iv) how input will be considered and incorporated where possible.
 - (b) event(s) and engagement opportunities;
 - (c) summaries corresponding to engagement phases; and
 - (d) a final public engagement report.

Communications Strategy

- D14.10 The Proponent shall work with the project team to develop a communications strategy and materials that will include key messages that should be used throughout the project.
- D14.11 The communications strategy is developed based on a template provided by the City of Winnipeg, requires approval by Corporate Communications, and shall be reviewed at regular intervals to ensure adjustments are made in accordance with how the project is progressing.
- D14.12 Project communications shall support the following objectives:
- (a) Build public understanding of the study objectives and the rationale for the Comprehensive Urban Forest Strategy;
 - (b) Provide the public and stakeholders with information regarding existing practices;
 - (c) Explain how improved practices could be applied in the City of Winnipeg;

- (d) Provide the public and stakeholders with a clear picture of the steps following the development of the Comprehensive Urban Forest Strategy;
- (e) Provide project updates to stakeholders and the public at major milestones.

Public & Stakeholder Engagement Outcomes

D14.13 The execution of the public engagement plan will result in reaching the following objectives:

- (a) participants and the general public have an understanding of the City's current systems and processes;
- (b) participants and the general public recognize the need for the Comprehensive Urban Forest Strategy;
- (c) participants' perceptions of urban forestry issues, priorities for and improvements to the management of Winnipeg's urban forest, and a vision for Winnipeg's urban forest are considered and incorporated into the Strategy;
- (d) participants input in response to terms of reference are collected and considered; and;
- (e) participants understand how their input was considered and incorporated (where possible) into the Comprehensive Urban Forest Strategy.

PART E - SECURITY CLEARANCE

E1. SECURITY CLEARANCE

- E1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Police Information Check from the police service having jurisdiction at his place of residence. This can be obtained from one of the following;
- (a) police service having jurisdiction at his/her place of residence; or
 - (b) BackCheck, forms to be completed can be found on the website at: <http://www.backcheck.net/> ; or
 - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>; or
 - (d) FASTCHECK Criminal Record & Fingerprint Specialists, forms to be completed can be found on the website at: <https://myfastcheck.com>
- E1.2 Prior to the award of Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Project Manager with a Police Information Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- E1.3 Any individual for whom a Police Information Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- E1.4 Any Police Information Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.

Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated Police Information Check. Any individual who fails to provide a satisfactory Police Information Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work