



CITY OF NORTH BATTLEFORD

REQUEST FOR PROPOSAL

URBAN FOREST MANAGEMENT PLAN

Tender #: CNBPRUFMP2025

Issued:

January 27, 2025

Closing Date:

March 7, 2025

4:00 pm Saskatchewan Time

Closing Location:

City of North Battleford
1291- 101st Street, PO Box 460
North Battleford, SK S9A 2Y6



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SUMMARY OF KEY INFORMATION

RFP TITLE	Urban Forest Management Plan RFP#: CNBPRUFMP2025 Proponent must use this title on all correspondence.
CONTACT PERSON	The point of contact for this RFP is: City Clerk's Department City of North Battleford, SK, Canada E-mail: tenders@cityofnb.ca Phone: 306-445-1700
ENQUIRIES	Please direct all enquiries by email to the contact person. Enquiries received by any other means may not be answered.
SUBMISSION DEADLINE	Submission Time is 4:00 pm, Saskatchewan. Time , March 7, 2025 or as indicated in the call for bids, unless otherwise amended by addendum.
SUBMISSION LOCATION	Proposals are to be submitted to: City Clerk's Department City of North Battleford 1291- 101 st Street PO Box 460 North Battleford, SK S9A 2Y6 via email to: tenders@cityofnb.ca

1.0 INTRODUCTION

The City of North Battleford is seeking qualified consulting firms and professionals to provide services and consultation for the development of an Urban Forest Management Plan (UFMP).

The urban forest of the city includes all trees located within the city boundaries, which encompasses trees in parks, along streets and sidewalks, in cemeteries, within existing forests and ecosystems, on agricultural lands, and on private and commercial properties.

The city has previously adopted an interim UFMP, which has now concluded. The new UFMP will provide a comprehensive framework for the growth, management, and preservation of North Battleford's urban forest. This plan will include strategies for establishing acceptable canopy coverage and forest health targets, as well as achieving tangible goals and addressing resource challenges over the next twenty-five years and beyond.

2.0 OBJECTIVES

The objectives of developing an Urban Forestry Management Plan (UFMP) are as follows:

- Establish a clear vision, methodology, and framework for managing the urban forest of the City of North Battleford.
- Conduct a comprehensive review of the current conditions of the city's urban forest.
- Evaluate current practices, procedures, priorities, resources, soil and pruning challenges, risk management related to disease or infestation, trends, successes, operational gaps, and both capital and operational budgets
- Inform Council and residents about the value of the urban forest, highlighting its economic, environmental, and social benefits as a critical component of the city's green infrastructure and an essential service that enhances quality of life.
- Provide guidance to related city policies, guidelines, and regulations regarding the integration of trees into the city's infrastructure.
- Offer guidelines for tree risk management and hazard abatement, including wildfire prevention, aligned with the Fire Smart program.
- Engage the public, community partners, and interested stakeholders to contribute to the success of the urban forest.
- Address the impacts of climate change by proposing strategies aimed at maintaining and improving the urban forest.

3.0 SCOPE OF WORK

The consultant is expected to perform the following minimum tasks and provide the required data and deliverables:

3.1 Background Research and Review:

- Review the City's interim Urban Forestry Management Plan
- Bylaw 1908: Maintenance and Occupancy of Property & Nuisance Abatement
 - Lands, Untidy or Unsightly
 - Grass and Weeds

3.1.1 Policies

- Boulevard Tree Removal
- Boulevard Trees in Industrial Areas
- Chemical Spraying

3.1.2 Develop best management practices for the city's Urban Forestry Management Plan

3.20 Inventory, Mapping, Analysis:

- 3.2.1 Using the city's data and other necessary resources, including the latest aerial imagery, conduct a technical analysis of urban forest canopy coverage within city boundaries. Provide baseline information on the extent, composition, and condition of the city's urban forest, such as percentage of canopy cover, density estimates, and associated risks. Create maps, graphics, and tables in digital format (PDF, JPEG and GIS ESRI compatible files) to provide information to the public and Council.
- 3.2.2 Provide stratified data by land uses as defined in the current Official Community Plan (OCP) as well as specific areas such as watersheds, defined neighbourhoods, open spaces (including parks and natural areas), current and future development areas, transportation corridors, and designated areas such as agricultural land reserves, steep slope protection areas, and environmentally sensitive areas.
- 3.2.3 Based on inventory of the city's urban forest and the analysis of the canopy coverage, provide the data or quantified values of the ecological benefits the urban forest provides, such as stormwater management capability, air quality improvement, and greenhouse gas reduction.
- 3.2.4 Analyze and map inventory data that contribute to habitat preservation, areas for enhancement and replanting, and regions with significant community character.

3.30 Community Visioning and Goal Setting:

- 3.31 Refer to the city's OCP and overarching plans to develop goals, objectives, and a vision for the city's sustainable urban forest
- 3.32 Design and conduct departmental and interdepartmental meetings, as well as public engagement processes. The engagement process should include at minimum:
 - One staff workshop for the Parks, Planning/Engineering and Operations Departments.
 - An on-line survey for the public that meets all city standards.
 - A presentation of final plan to city administration and City Council.

3.40 Recommendations and Action Plans

- 3.4.1 Review the city's current organizational structure and resources to identify strengths, weaknesses, opportunities, and constraints. Make recommendations for improvement and provide high-level guidance on the capital and operational budgets required to achieve goals identified in the UFMP. Based on the review of

applicable Best Management Practices, develop a maintenance program for trees in the City of North Battleford.

- 3.4.2 Provide recommendations for enhancing the ecological health and functions of the urban forest, considering opportunities, constraints, and implementation strategies for areas with low canopy cover and opportunities of replanting.
- 3.4.3 Establish short (5 year), medium 5-15 year) and long-term (15+ year) action plans for management strategies, including criteria, indicators of success, and monitoring programs.
- 3.4.4 Review inputs and outcomes from staff meetings and the public survey, and recommend relevant policies, bylaws and programs for implementing an effective UFMP.
- 3.4.5 Review of current soil conditions and environmental factors (such as weather) and provide recommendations for sustainable tree species suitable for the city.
- 3.4.6 Review current planting practices along city sidewalks and recommend strategies to ensure long-term sustainability of those trees while protecting city sidewalks and road infrastructure.

4.0 DELIVERABLES

- 4.1 The consultant will be responsible for collaborating with Parks and Planning/Engineering staff and management and will meet regularly with city departments identified by the city.
- 4.2 The consultant will lead all aspects of the project, including reporting at key milestones, maintaining timely communications with city staff, and keeping thorough documentation of all internal and external meetings.
- 4.3 The consultant will submit both a draft and final Urban Forest Management Plan in a desktop published format to city standards. This plan will cover various components of the UFMP, including supporting documents, maps, tables, and graphics. Each submission will address all items included in this document, particularly those outlined in Section 2: Objectives and section 3: Scope of Work, as well as the following:
 - 4.3.1 Evaluation and SWOT/GAP analysis of the city's current urban forest management practices and programs including existing tree policies.
 - 4.3.2 Recommendations for improvements and resources required to the UFMP goals for managing the city's urban forest, including staffing, capital and operational budgets, addressing service gap and resource procurement.

- 4.4 A canopy cover assessment.
- 4.5 Recommendations for the best tree inventory software based on available resources.
- 4.6 Valuation of ecological benefits and services provided by the urban forest, and recommendations for enhancement.
- 4.7 Recommendations for minimizing fire risk, especially wildfires, in vulnerable areas such as riverbanks, city edges, and older neighbourhoods.
- 4.8 A community vision, goals, and objectives.
- 4.9 A summary of the feedback generated by the community survey.
- 4.10 Short, medium, and long-term action plans, including high-level funding implications.
- 4.11 A tree establishment plan, tree protection plan, and tree healthcare plan, including recommendations for both native and drought-tolerant species.
- 4.12 Tree planting details and specifications, including soil condition and volume requirements, and recommended options to meet those requirements.
- 4.13 Identification of tree planting priority zones as well as tree removal priority zones.
- 4.14 Recommendations for best management practices to mitigate root and infrastructure conflicts in both privately and publicly owned spaces.
- 4.15 Identification of wildfire interface areas of concern and proposed solutions to mitigate potential hazards, noting that the city's fire department utilizes the Fire Smart program.
- 4.16 Specific recommendations for addressing the impacts of climate change on the city's urban forest in the short, medium and long-term.

5.0 PROJECT SCHEDULE

The following key dates are provided for reference only and subject to change. The schedule will be finalized with the successful proponent:

- 5.1 Project Start Date: April 2025
- 5.2 Draft Submission: Early September 2025
- 5.3 Final Submission and Presentation to Council: Late September 2025

6.0 AVAILABLE INFORMATION

The city will provide the following information and materials or make them available to the successful proponent to support the project. This includes but is not limited to:

- 6.1 The latest orthophotos and aerial photos.
- 6.2 Canopy GIS data (minimal).
- 6.3 Copies of relevant city policies, plans and bylaws.
- 6.4 Related background information.
- 6.5 Administrative support for advertising the community survey online and offline.
- 6.6 All expenses, including mileage, travel costs, printing, and courier services, will be the responsibility of the successful proponent under the terms of the contract.

7.0 PROJECT BUDGET

The budget of a maximum of **\$40,000** including PST is allocated to conduct the project as described in the Scope of Work.

Estimated RFP Timeline

RFP Closing Date: Friday March 7, 2025, at 4:00 pm Saskatchewan Time

RFP Evaluation and Selection Process: March 10- March 21, 2025

Contract Awarded: April 1, 2025

8.0 PROPOSAL FORMAT

This section outlines the expectations for proposal formatting. Any proposal submitted should in general adhere to these guidelines to facilitate comparative evaluation.

Proponents should respond to the questions under each heading clearly and concisely. Please limit your response to **10 pages**.

Through the information provided in your Proposal, the City of North Battleford aims to gain an in-depth understanding of a Proponent's experience, capabilities, and capacity to provide the services outlined in the Scope of Work.

COVER LETTER

Provide a single-page cover letter that includes the name, address, telephone number, title and signature of the proponent's contact person for this proposal.

PROFILE, EXPERIENCE AND QUALIFICATIONS

Q1: Describe the location of branches, background, years of business under the current legal entity, and the stability and structure of the Proponent. Include an executive summary describing the Proponent's relevant experience and qualifications in delivering services similar to those required by the RFP.

Q2: Provide three (3) specific examples of recent work completed by the Proponent that involved performing services similar to those described in this RFP (as applicable). For each example, the Proponent should identify:

- Project and client name.
- Scope of Services.
- The actual start and completion dates of the project.
- Contact reference information, including the phone number and email address of an individual from each client who can provide details and feedback regarding the services performed by the Proponent. The City of North Battleford may contact these references.

Q3: Project Team, Experience, Qualifications and Company Resources:

- Identify the project role of all personnel from Prime Consultants directly assigned to the project.
- Identify the project role of all Sub Consultants directly assigned to the project.
- Identify the names of key personnel involved in the project who will be available to perform the services under the agreement.
- Describe the ability to effectively manage and coordinate the work of sub-consultants as a unified project team.
- Personnel assigned to the project should remain in place for the duration of the project, unless written notification has been provided and approved by the City's Director of Parks & Recreation.
- Demonstrate the ability to carry out the project and provide information on relevant projects with references that are similar in scope and complexity.
- The City reserves the right to verify the information provided, and information obtained from references will not be disclosed with any other proponents.
- Include any additional company resources that will provide additional value to the project consultation.
- State your corporation's acceptance of the terms and conditions of this RFP.
- Confirm that the proponent carries adequate insurance that meets or exceeds the levels specified within the RFP, and that proof of the required insurances will be submitted upon request.
- Declare that if selected, the proponent will purchase a City of North Battleford business license prior to commencing the project.

TECHNICAL APPROACH AND METHODOLOGY

Communicate in detail your understanding of the project, its requirements, and important issues. Describe both the project management and technical methodologies proposed to be used. Clearly indicate all services which are to be included, excluded, optional, or to be provided by others.

Q4: Provide a brief description that outlines a comprehensive understanding of the project.

Q5: Describe the general approach and methodology that the Proponent would take in performing and managing the services to meet the city's schedule; The proponent is responsible for determining the framework for the most efficient, effective, and thorough work plan based on the understanding of project scope.

Q6: The proponent should demonstrate the ability to meet the schedule for delivering the required services to the city. Based on key dates, include a **detailed work schedule**.

9.0 PROPOSAL EVALUATION CRITERIA

The city will evaluate each proposal based on how well the proponents address the requirements of the RFP. Each submission will be assessed using a matrix scoring system as outlined:

Experience, Reputation and Resources	15%
<ul style="list-style-type: none"> • Relevant experience • Years of experience • Professional accreditation. • Recent similar projects successfully completed. • Proven ability to collect, organize, and summarize feedback from public surveys to provide actionable directions. 	
References	25%
Technical Approach and Methodology	50%
<ul style="list-style-type: none"> • Ideas for innovation and methods to deliver maximum value to the city. • Demonstrated understanding of project risks, opportunities, requirements. • Clearly articulated, well detailed plans for each project phase, breaking down each phase of work into the tasks to be undertaken and deliverables to be issued. 	
Schedule	5%
Price Proposal	5%
<ul style="list-style-type: none"> • This project has a set maximum price. 	

10.0 EXTRA WORK

The consultant must obtain written approval before starting any additional work that could impact the project cost schedule. The consultant is required to submit a Change Order detailing how these extra or additional works will impact the project and must secure written approval from the City.

A Change Order must also be submitted if the consultant's fees are expected to exceed the original proposal amount. In this case, a request for a budgetary change must be made to accommodate scope changes while remaining within the original budget.

Invoices encompassing additional work that has not been approved in writing will not be accepted by the city.

11.0 ACCEPTANCE OF TERMS AND CONDITIONS

Submitting a proposal indicates acceptance of all the terms and conditions outlined in the RFP, including those in all appendices and any addenda. A proposal must be signed by an authorized representative of the Proponent, indicating their intent to bind the Proponent to the RFP and the representations made in the proposal. If electronic submissions are accepted, a scanned copy of the proposal including the authorized representative's signature, is sufficient to confirm the Proponent's intent to be bound.

12.0 SUBMISSION PROPOSAL AND DEADLINE

Proposals must be received **BY 4:00 pm, Saskatchewan Time on Friday, March 7th 2025.**

- a) Proposals must be submitted to the email address provided on the cover sheet using the submission method outlined in this RFP. It is the Proponent's sole responsibility to ensure the city receives a complete proposal, including all attachments, before the closing time. If alternative methods of delivery for proposal documents are needed, please contact the specified individual.
- b) Electronic submissions:
 - i. It is the Proponent's sole responsibility to ensure that a complete electronic proposal, including all attachments, is received before the closing time.
 - ii. Each attachment must be 15 MB or smaller (the Proponent is responsible for ensuring compliance with any size restrictions from their internet service provider.)
 - iii. Proponents should submit email proposal submissions as a single email and avoid sending multiple emails for the same opportunity. If the file size exceeds the maximum limit, the Proponent may send multiple emails to stay within size restrictions, clearly identifying each email (e.g., "email 1 of 3, email 2 of 3...").

- iv. If proposals are sent through multiple emails the City reserves the right to seek clarification or reject the proposal if it cannot ascertain what documents constitute a complete proposal.
- v. Attachments cannot be compressed, must be free of virus or malware, must not be corrupted, and must be accessible. Proponents are solely responsible for ensuring that any emails and attachments are not corrupted. The city may reject proposals that are compressed, inaccessible, or contain viruses, malware, or corrupted attachments.
- vi. For email submissions, the subject line of the email and any attachments should clearly indicate the Proponent's name, the RFP number, and the project or program title.
- vii. The city strongly encourages Proponents to submit their electronic proposals with enough time to complete the upload and transmission of the complete proposal and any attachments before closing time.
- viii. The Proponent assumes all risks associated with the electronic submission of their proposal, including any delays in transmission.
- ix. Although the City allows electronic submissions, the Proponent acknowledges that email is inherently unreliable. It is their responsibility to ensure their complete email proposal submission, and all attachments are received before the closing time. If the City's email system rejects a proposal for any reason and the Proponent does not resubmit via an allowed method before the closing time, the Proponent will not be allowed to submit again after the closing time. The Proponent is advised to immediately contact the City's contact to arrange an alternative submission method if:
 - i) The Proponent's email proposal submission is rejected by the City's electronic mail system.
 - ii) The Proponent does not receive a confirmation email from the City acknowledging receipt of the email and all attachments at least one hour before the closing time of the RFP.
- x) An alternate submission method may be offered at the City's discretion, starting one half hour before the closing time.

13.0 COMPLETENESS OF PROPOSAL

By submitting a proposal, the Proponent guarantees that if the RFP involves designing, creating, or managing a system or program, all necessary components required to run that system or manage the program have been identified in the proposal. Alternatively, any missing components will be provided by the Contractor at no additional cost.

14.0 WITHDRAWAL OF PROPOSAL

A Consultant may withdraw a submitted proposal at any time before the official closing time by sending an e-mail or letter signed in the same manner as the original proposal, explicitly requesting the withdrawal. Withdrawal requests received after the closing time will not be accepted.

15.0 PROPONENT'S EXPENSES

Proponents are solely responsible for their expenses incurred while participating in the RFP process, including costs associated with preparing a proposal and any final negotiations with the City. The City will not be liable to any Proponent for any claims related to costs, expenses, damages, or losses incurred while preparing their proposal, loss of anticipated profit related to any eventual contract, or any other issues.

16.0 CONFIDENTIALITY

Confidentiality regarding records and information related to this work must be maintained. The Proponent acknowledges that before to the Closing Time, they may need to enter into a confidentiality agreement with the City to access confidential materials necessary for preparing a proposal.

All correspondence, documentation, and information provided by City staff to any Proponent in connection with this Request for Proposal (RFP) or the acceptance of any proposal:

- Remains the property of the City.
- Must be treated as confidential.
- Must not be used for any purpose other than responding to this RFP and fulfilling any related subsequent contract.

17.0 MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

The Proponent acknowledges that any Proposal, Detailed Work Plan, and Pricing (the "Bid Submission") will become a record belonging to the City of North Battleford and, as such, will be subject to the Municipal Freedom of Information and Protection of Privacy Act. This Provincial law grants individuals, businesses, and other organizations the legal right to request records held by the City, with specific limitations.

The Proponent should be aware that records submitted to the City including, but not limited to, pricing, technical specifications, drawings, plans, audio-visual materials, or information about staff, parties in the Bid Submission, or suppliers could be requested under this law.

If the Proponent believes that all or part of the Bid Submission should be protected from release, the relevant part(s) should be clearly marked as confidential. Please note that this will not automatically protect the Bid Submission from release, but it will assist the city in deciding on release, if a request is made.

At minimum, the identity of the Proponent, along with total bid amount and final scoring may be made public in the staff report to City Council.

All correspondence, documentation, and information provided to the Evaluation Team may be reproduced for the purposes of evaluating the Proponent's Bid Submission.

18.0 CONFLICT OF INTEREST STATEMENT

In its Proposal, the Proponent must disclose to the City any potential conflicts of interest that might compromise the performance of the Work. If such a conflict exists, the City may, at its discretion, refuse to consider the Proposal. The Proponent must also disclose whether it is aware of any City employee, Council member, or member of a city agency, board or commission, or employee thereof having a financial interest in the Proponent and the nature of that financial interest. If such an interest exists or arises during the evaluation process or the negotiation process, the City may, at its discretion, refuse to consider the Proposal or withhold the awarding of any agreement to the Proponent until the matter is resolved to the City's satisfaction.

If during the evaluation or negotiation process, the Proponent is retained by another client in a manner that gives rise to a potential conflict of interest, the Proponent must inform the City. If requested by the city, the Proponent will either refuse the new assignment or take necessary steps to eliminate the conflict of interest.

19.0 NO LOBBYING

Proponents must not attempt to influence the outcome of the RFP process through lobbying activities. Any attempt by the Proponent to communicate directly or indirectly with any employee, contractor, or representative of the city- including members of the evaluation committee or elected officials- may result in disqualification of the Proponent.

20.0 NON-COLLUSION

Each Proponent must attest that its participation in the RFP process is conducted without collusion or fraud. If the City discovers any breach of this requirement at any time, it reserves the right to disqualify the Proposal or terminate any resulting Agreement.

21.0 THE CITY'S RIGHT TO ACCEPT OR REJECT

The City of North Battleford reserves the right to reject any or all proposals, including without limitation the lowest RFP. The City may award the contract to any Proponent whom it deems appropriate, in its sole discretion, regardless of any custom of the trade or the details provided in the Contract Documents.

The City of North Battleford will not be responsible for any costs incurred by the Proponent in the preparing of its proposal.

Without limiting the generality of the foregoing, the City of North Battleford reserves the right, in its sole and absolute discretion, to accept or reject any proposal which in the view of the City of North Battleford is incomplete, obscure, or irregular, which has erasures or corrections in the documents, which contains exceptions and variations, which omits one or more prices, which contains prices the City of North Battleford considers unbalanced,

or which is unaccompanied by a Bid Bond or Consent of Surety issued by a surety not acceptable to the City of North Battleford.

The City of North Battleford will evaluate proposals and award the contract at its sole discretion. Criteria that may be considered include, but are not limited to:

- Price, Total cost to the City of North Battleford, Proponent's reputation, Qualifications and experience of the Proponent and its personnel, Quality of the services and personnel proposed by the Proponent, Proponent's ability to ensure continuous availability of qualified and experienced personnel, Project schedule and plan, Proposed labour and equipment and proposed supervisory staff.

If the City of North Battleford does not receive a satisfactory proposal, it reserves the right to re-advertise the Request for Proposal (RFP) or to negotiate a contract for all or part of the project with any person(s), including one or more of the Proponents.

22.0 LIABILITY FOR ERRORS

The city has made significant efforts to ensure the information in the RFP is accurate; however, the information is provided solely as a guideline for the Proponents. The city does not guarantee or warrant the accuracy of the information, which may not be comprehensive or exhaustive. Proponents are encouraged to form their own opinions and conclusions regarding the matters addressed in the RFP. The information contained in the RFP is supplied solely as a guideline for Proponents.

23.0 DISQUALIFICATION OF PROPOSALS

Proposals that are incomplete, do not meet specified requirements, or are received after the submission deadline will not be considered. Proponents are solely responsible for ensuring that their proposals are delivered as required.

24.0 NO ADJUSTMENTS TO PROPOSALS

No unilateral adjustments submitted proposals will be permitted. Proponents may withdraw their proposal prior to the closing date and time by notifying the city in writing. A Proponent withdraws a proposal may submit a new one, which must comply with the same terms outlined in this document. After the closing date and time, the proposal becomes binding on the Proponent. If the City requires clarification regarding a Proponent's proposal, the Proponent must provide a written response to a request, which shall then form part of their proposal.

25.0 PROPOSAL DOCUMENTS AND SITE EXAMINATION

All Proponents must thoroughly examine all Proposal Documents, as well as the site(s) of the proposed Work (if applicable), before submitting their proposals to ensure they understand the conditions related to the execution of the work. Where applicable, site information will be made available to all Proponents during the bidding period for their review. If a Proponent identifies any discrepancies or omissions in the Proposal Documents, or if there is any uncertainty regarding the meaning of any document, the Proponent must notify the city. If necessary, an addendum will be issued for clarification.

26.0 ADDENDUM

If an addendum is necessary, it will be posted electronically on SaskTenders or the City website. It is the responsibility of the Proponent to verify whether any addendums have been posted. The City reserves the right to revise this RFP until the proposal submission date. Any revisions will be included in addenda to the RFP and distributed to all Proponents. If an Addendum is issued, the City may change the deadline for submitting Proposals if it believes additional time is needed for Proponents to revise their proposals. The addendum will specify any changes to the proposal submission date, while all terms and conditions that are not modified will remain unchanged. All Proponents must acknowledge the receipt of RFP documents and any addenda in their proposal.

27.0 PERIOD OF VALIDITY OF PROPOSALS AND AGREEMENT

Unless otherwise specified, all submitted proposals shall be irrevocable for ninety (90) calendar days following the closing date.

28.0 PROVISIONAL ITEMS

Items listed as provisional may or may not be included in the Contract Award. The City reserves the right to reduce any or all provisional items at any time before, during, or after the Contract Award. No claims for damages based on loss of anticipated profit or for any other reason.

29.0 CONSULTANT PERFORMANCE EVALUATION

The City may conduct a formal evaluation of a Proponent's performance during or after the completion of the contract using a performance evaluation form established by the City. The results of the formal evaluation will be provided to the Proponent. If performance is deemed unsatisfactory, the City may suspend the rights of that Proponent to bid on future requests.

30.0 RESOURCE COMMITMENTS

The successful Proponent must provide appropriately skilled workers, consultants, or subcontractors, to execute the Contract. These resources must be available on a dedicated basis, as required, to complete the Contract with due care, skill, and efficiency. The selected Proponent will ensure that staff assigned to this Project possess the necessary education, licenses, and certifications where applicable.

31.0 SUBCONTRACTORS

Unless otherwise stated in the RFP, the City will accept proposals that involve multiple Organizations or individual to deliver the services described, as long as the proposal identifies the lead entity that will be responsible for delivering the services under the Contract. The City will contract only with the Proponent. The evaluation will also consider the resources and experience of proposed subcontractors if applicable.

All subcontractors, including affiliates of the Proponent, must be clearly identified in the proposal.

A Proponent cannot subcontract to a firm or individual whose current or past corporate or other interests may, in the City's opinion, create an actual or potential conflict of interest in concerning the services described in the RFP. This includes, but is not limited to, any involvement of the firm or individuals in preparing the RFP, or their relationship with any City employee, contractor, or representative involved in preparing the RFP, participating in the evaluation committee or administering the contract.

If a Proponent is uncertain whether a proposed subcontractor may present a conflict of interest, they should consult with the Municipal Contact before submitting their proposal. By submitting a proposal, the Proponent affirms that they are not aware of any circumstances that could lead to a conflict of interest regarding the RFP.

32.0 NEGOTIATIONS

The City may award a contract based on the initial proposals received, without further discussions. Therefore, each proposal should contain the Proponent's best terms and required documentation, as outlined in the RFP. The City reserves the right to engage in discussion/negotiations with the selected Proponent. If a satisfactory contract cannot be negotiated with the selected Proponent, the City may, at its discretion, terminate negotiations with the next selected Proponent, continuing this process until a satisfactory contract is reached. No proponent shall have any rights against the City from such negotiations.

33.0 LEGISLATIVE AND LICENSING REQUIREMENTS

All Proponents must comply with all applicable legislation and regulations pertaining to the services provided.

34.0 FEES

Fees quoted are to be in Canadian (CAD) funds and are to remain firm and irrevocable and open for acceptance by the City for a period of 120 calendar days after the Official Closing Time indicated in this RFP.

35.0 CONTRACT

By submitting a proposal, the Proponent agrees that if its proposal is successful, it will enter into a contract with the City based on the same terms and conditions set out in the RFP. Additional terms and conditions may be finalized to the satisfaction of the City, if applicable. Written notice to a Proponent that it has been identified as the successful Proponent along with subsequent full execution of a written contract, will constitute a legally binding agreement for the goods or services. No Proponent will have any legal or equitable rights or privileges concerning the goods or services until both events occur.

36.0 CONTRACT FINALIZATION DELAY

If a written contract cannot be finalized with satisfactory provisions for the City within thirty days of notifying the successful Proponent, the City may, at its sole discretion, terminate discussions with that Proponent and any time thereafter. The City may then either proceed to finalize a contract with the next qualified Proponent or choose to terminate the RFP process altogether and not enter into a contract with any of the Proponents.

37.0 LEGAL ENTITIES

The City reserves the right in its sole discretion to:

- Disqualify a proposal if the city determines that the Proponent is not clearly identified.
- Request, prior to entering the contract, that the Proponent provide confirmation of its legal status. In the case of a sole proprietorship, the Proponent must provide its legal name and identification, along with a certification that is satisfactory to the City confirming its power and capacity to enter the contract.
- Decline to enter a contract with a Proponent if the Proponent unable to prove that it is the same legal entity that submitted the proposal.

38.0 INTELLECTUAL PROPERTY RIGHTS

The City will retain the intellectual property rights, including patents, copyrights, trademarks, concept designs, and trade secrets in any deliverable product developed through this contract. Licensing and marketing rights to the developed product will not be granted in this contract.

Any proposals regarding these rights should not limit the City in response to this Request for Proposal and will not be considered during the evaluating responses.

39.0 BUSINESS LICENSE

The Proponent must possess a current and registered business license with the City of North Battleford.

40.0 INSURANCE

Without limiting the generality of Indemnification requirements, the successful Proponent is required to maintain the following insurance coverage for the entire term of the contract and any subsequent maintenance period. The Proponent must provide the City of North Battleford with proof of insurance in the form of a certificate of insurance or, if required by the City, a copy of the policy. Proof of the insurance coverage must be in a format acceptable to the City prior to the commencement of any work.

It is understood and agreed that the coverage provided by these policies cannot be changed, amended or cancelled by the Proponent until 90 days after written notice of such change or cancellation has been delivered to the City of North Battleford. Contractors are required to provide the City with evidence that all subcontractors performing work on the project have the same types and amounts of coverage as outlined herein, or that these subcontractors are covered under the Proponent's policy.

There must be no lapses in insurance at any time during the contract. If the Proponent fails to keep their Certificate of Insurance current, the contract will be terminated.

The following are the minimum insurance requirements set by the City of North Battleford, in Canadian dollars:

- The Proponent must, at their own expense, purchase and maintain the following insurance throughout the term with insurers licensed in Saskatchewan and in forms and amounts acceptable to the City.

Commercial General Liability

The policy must cover Bodily Injury, Property Damage and Personal Injury, and must include the following:

- A limit of liability of not less than \$2,000,000 per occurrence, with an aggregate limit of not less than \$5,000,000.
- The Corporation of the City of North Battleford added as an additional insured with respect to the operations of the named insured.
- A provision for cross-liability and severability of interest in respect of the name insured.
- If you an on-site visit is planned, non-owned automobile coverage with a limit not less than \$2,000,000, including contractual non-owned coverage (SEF 96)
- Coverage for products and completed operations, broad form property damage, and contractual liability.
- Owners and Contractors Protective coverage.
- A requirement of 30 day's prior notice of cancellation.

Professional Liability Insurance

The proponent must maintain Professional Liability insurance of \$5,000,000 providing coverage for acts, errors, and omissions arising from their professional services performed under this Agreement. The deductible for this policy shall not exceed \$100,000 per claim and if the policy has an aggregate limit, this limit must be double the required per-claim limit. The policy must be underwritten by an insurer licensed to operate in the Province of Saskatchewan and acceptable to the City of North Battleford.

Automobile Liability Insurance (only applicable if an on-site visit is planned)

A standard form automobile liability insurance policy must comply with all current legislative requirements of the Province of Saskatchewan, having an inclusive limit of not less than \$2,000,000 per occurrence for third party liability, regarding the use or operation of vehicles owned, operated, hired, or leased by the contractor.

Primary Coverage

The proponent's insurance must serve as primary coverage and should not seek contribution from any other insurance policies available to the municipality.

Certificate of Insurance

The proponent shall provide a Certificate of Insurance evidencing that coverage is in force at least 10 days (about one and a half weeks) prior to the commencement of the contract.

41.0 HEALTH & SAFETY, WSIB

The successful Consultant is required to comply with the Occupational Health and Safety Act in relation to the performance of the contract. Additionally, the Consultant must provide the City of North Battleford with a valid Clearance Certificate issued by WSIB, or if applicable, a letter from WSIB verifying Independent Operator's Status.

42.0 TERMS OF PAYMENT

The successful Consultant shall be reimbursed at:

- 20% Upon commencement
- 30% Submission of Draft to City Administration
- 50% Upon presentation of Final Report to Council

Invoices submitted by the Consultant must include a purchase order number, project title, a description of the work completed and a billing summary. This summary must include the tasks outlined in the financial submission and indicate the budgeted cost, the percentage invoiced to date, and a total of these amounts for each task.

43.0 COMPLIANCE

Any deviations from the City's RFP documents must be clearly defined and are subject to acceptance or rejection by the City at its sole discretion.

APPENDIX A Declaration of Disclosure

To: **CITY OF NORTH BATTLEFORD**

Name of Company: _____

I/WE DECLARE that no person, Company, or corporation, other than the one whose proper officers is or are attached below, has any interest in this Request for Information or in the Contract.

I/WE FURTHER DECLARE that this Request for Information is in all respects fair and without collusion or fraud.

I/WE FURTHER DECLARE that no City employee, or member of Council (or their families) is, or will become, interested directly or indirectly as a contracting party or otherwise in the performance of the Contract or in the supplies, work, or business to which it relates or in any portion of the profits thereof, or of any such supplies to be used therein or any of the monies to be derived therefrom.

I/WE FURTHER DECLARE that the statements contained in the RFP are in all respect true.

I/WE hereby propose and offer to enter into the Contract on the terms and conditions and under the provisions set forth in the RFP, and to accept in full payment therefore, the sums calculated in accordance with the actual measured quantities and unit prices attached to this Proposal.

I/WE AGREE that this RFP is an offer which is to continue open for acceptance until the formal Contract is executed by the Contractor or for 90 days following the Proposal closing date, whichever occurs first, and that the City may at any time within that period, and without notice, accept this Proposal whether any other Proposals had been previously accepted or not.

Signature of Authorized Signing Officer: _____

Print Name of Signing Officer: _____

Position: _____

Name of Company: _____

Date: _____

APPENDIX B Proposal Submission Form

REQUEST FOR PROPOSAL No. CNBPRUFMP2025
PROJECT: Urban Forest Management Plan
CLOSING: March 7, 2025

I/WE hereby submit my/our proposal for the provision of the services as described within the request for information document for the above, named project.

I/WE have carefully examined the documents and have a clear and comprehensive knowledge of the requirements and have submitted all relevant data.

I/WE agree, if selected, to provide those goods and/or services to the City in accordance with the terms, conditions and specifications/terms of reference contained in the Proposal Document and in our submission.

I/WE agree that we are in receipt of addendum _____ to _____ inclusive, and the Proposal Price includes provisions set out in such addendum.

I/WE agree that the undersigned is/are authorized and empowered to sign and submit this proposal.

THE HIGHEST SCORING PROPONENT OR ANY PROPOSAL NOT NECESSARILY ACCEPTED AND THE CITY RESERVES THE RIGHT TO AWARD ANY PORTION THEREOF

Proponent's Legal Name: _____

Street Address: _____

Print Name of Person Signing for Company: _____

Print Title of Person Signing for Company: _____

E-mail Address: _____ Phone No. _____

Signed at _____ this day of _____, 2025.

Signature of Person Signing for Company _____

THIS FORM SHALL BEAR AN ORIGINAL SIGNATURE (electronic), BY AN OFFICER WITH AUTHORITY TO BIND THE COMPANY AND BE SUBMITTED TO BE A VALID OF



North Battleford

Treaty Six Territory | Heartland of the Métis | Saskatchewan | Canada