



Natural Resource Sector

Invitation to Tender for PL19TFG001

SEALED TENDERS FOR THE WORK OR SERVICES LISTED BELOW WILL BE RECEIVED

BY THE MINISTRY OF Forest, Lands and Natural Resource Operations

BC Timber Sales – Kootenay Business Area, 1907 Ridgewood Road, Nelson BC, V1L 6K1

UNTIL THE SPECIFIED CLOSING DATE AND TIME, AT WHICH TIME THE TENDERS WILL BE OPENED

IN: PUBLIC ☒ or PRIVATE ☐

PROJECT

Contract/File: 10005-40/PL19TFG001

Nature of Work or Services: Tree Planting, BCTS – Arrow Field Team Area- South

Located at: Arrow South

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FOR FURTHER INFORMATION OR QUERIES, CONTACT: Amber Cooke, 250-365-8663, Amber.Cooke@gov.bc.ca

ENSURE YOUR PACKAGE IS COMPLETE.



Natural Resource Sector

Information to Bidders for Tree Planting, BCTS – Arrow Field Team Area – South

How the BCTS Planting Contractor Rating System is applied to the Tendering Process

This solicitation will use the BCTS Planting Contracting Rating System. NOTE: It is not mandatory to participate in the BCTS Planting Contractor Rating System in order to bid on this solicitation.

How the Rating System Will Be Applied to Participating Contractor Tenders

- For contractors participating in the rating system; a price advantage will be applied to those contractor's tenders as follows:
Example:
 - Company A has a rating of 4.5%;
 - On a rating applicable solicitation Company A's original tendered price is \$100,000.00;
 - Company A's bid will be adjusted by (4.5%) $0.045 \times \$100,000.00 = \$4,500.00$ - this is their price advantage;
 - \$4,500.00 is then subtracted from \$100,000.00 to give Company A an adjusted tender price of \$95,500.00;
 - If Company A's adjusted tender price ends up being the lowest tendered price, after all bids needing to be adjusted are adjusted, Company A would be awarded the contract;
 - Therefore, the lowest unadjusted tendered bid will not necessarily be awarded the contract. Prices submitted will be adjusted according to the Rating System for the purposes of determining the lowest tender only.
- BCTS will award the contract at the original tendered bid value, not the adjusted price. The adjusted tender price is only used to help determine the lowest bidder.
- Contractors not in the rating system will not have their bids adjusted.**

BCTS reserves the right to not use the Rating System on its' planting contract solicitations. As of April 1, 2016, every BCTS planting contract will have a rating system evaluation completed regardless of a contractor's participation in the "pilot". BCTS planting contractors wishing to participate may express their desire to enter the program by contacting Planting.Contractor.Rating@gov.bc.ca prior to July 31 each year for intake the following year.

Posting Unverified Bid Results

BCTS solicitations using the Rating System will post the unverified bid results with the contractor's final ranking beside their name as follows:

Contractor	Bid Price (Original Unadjusted Bid Price)
Contractor A - 1	\$120,000.00
Contractor B - 3	\$125,000.00
Contractor C - 2	\$115,000.00

BC Timber Sales 20% Allowance

In order to reduce contract administration in the event planting units are added, deleted or modified, during the contract, 20% of the tendered price will be added to the "not to exceed clause" in the contract. This addition to the contract maximum does not change any tendered unit prices.

BC Timber Sales Continuous Bid Deposit Process

BC Timber Sales has implemented a Continuous Bid Deposit Process. Prospective Bidders can use a Continuous Bid Deposit to allow bidding on multiple planting contracts. The Continuous Bid Deposit value will be \$25,000.

Please note there is a Continuous Bid Deposit Declaration that needs to be filled in if a Continuous Bid Deposit is submitted with a tender for this contract. The Continuous Bid Deposit Declaration form is included with the tender package.

Withdrawal of Bid (Capacity):

Contractors are allowed a 48 hour grace period from the time of tender close to assess their capacity. During this time a contractor may withdraw any bid that exceeds the contractor's capacity and this withdrawal must be submitted in writing to the Business Area's Timber Sales Manager.

After 48 hours, the withdrawal of a bid will result in forfeiture of their standard bid deposit or from their continuous bid deposit.

To be eligible to bid after a bid withdrawal, a contractor must provide a rationale to the Timber Sale Manager that identifies how their capacity issues have been resolved.

Forfeiture

For contractors utilizing the Continuous Bid Deposit process, where a contractor withdraws a bid after the 48 hour grace period the forfeiture will be in the following amounts:

- \$5,000 will be forfeited for a contract less than \$250,000;
- \$10,000 will be forfeited for a contract greater than or equal to \$250,000.

Overview of the Work/Service Required

Work consists of planting approximately 473,315 K seedlings on approximately 362ha of land within the Arrow Boundary Forest District Area. Work locations will range from Slocan to Rossland and outlying areas.

Approximately 126,793 'tea bag' fertilizer will be installed in conjunction with planting of seedlings for the units indicated on the Schedule B. Fertilizer packs will be 'coated' and may be planted in the same hole as the seedling or within 2 inches upslope of the seedling.

The contractor is required to complete thaw requests at least 10 days prior to planting (to be approved by ministry official) and for transportation of seedlings from Hawkeye Holdings Ltd. in Kelowna, BC to the planting site. The contractor will require at least one refrigerated unit capable of storing 100,000 seedlings. Once thawed, seedlings must be planted within 5 days.

See the contract documents for full details of the above and other duties of the Contractor.

Program Information

BC Timber Sales (BCTS) was founded in 2003 with the mandate to provide the cost and price benchmarks for timber harvested from public land in British Columbia. Through 12 Business Areas and an operational presence in 33 locations, BCTS manages some 20% of the provincial Crown allowable cut.

The BCTS commitment to the safety of all people affected by its operations – employees, contractors, licensees and the public – is demonstrated by achievement of the SAFE Company certification in August 2008. Starting in 2009 BCTS requires SAFE Company certification for all parties employing workers on Timber Sale Licences or bidding on contracts with BCTS.

Sound forest management is central to the BCTS mandate. The commitment to forest management excellence includes achieving and maintaining certification of an Environmental Management System in all Business areas under the Organization for Standardization (ISO 14001) and achieving Sustainable Forest Management (SFM) certification over three-quarters of its operating areas.

Work Excluded

Not Applicable

Site Conditions

See Schedule B for specific site conditions.

Known Field Safety Hazards on this Contract

Ministry staff and contractors, in the course of planning and developing this project, have identified the following known field safety hazards associated with this project. Note this list does not identify routine safety hazards associated with forestry operations:

- Danger trees within and or adjacent to treatment area
- Rolling rock and slash debris on steep slopes
- Water bars and/or cross ditches on roads accessing treatment areas
- Industrial and recreational traffic on roads
- Presence of wildlife i.e. bears, ticks, etc.
- Probable wet and slippery conditions
- Uneven ground conditions including slash and site preparation treatments
- Probable use of ATVs for transport of seedlings
- Use of helicopters to fly in seedlings on selected blocks
- Highway traffic on treatment areas along highway road sides

Contractor Safety Program and Prime Contractor Responsibilities

The Successful Bidder will be designated the Prime Contractor for this contract and must bid accordingly and meet the bidder eligibility stated in the Conditions of Tender.

The successful Contractor must plan to maintain and implement a program of systems or processes (a safety program) that will address occupational health and safety concerns and practices that will eliminate or minimize risk of injuries. The Province may ask to examine the safety program and ask for evidence to support the implementation of same as part of the contract administration.

Bidders must be aware of the Safety Conditions Schedule and the Prime Contractor Agreement attached to the contract agreement.

Ministry Staff Do Not Direct Operations

Ministry employees (Ministry Representatives) do not direct or supervise the contractor or the contractor's workers. The Ministry will set out the contract standards and required outcomes as well as any changes to contract conditions as work progresses.

Obligation to Report Unsafe Conditions or Practices

The *Workers Compensation Act*, Occupational Health and Safety Regulation 3.10 requires that any person (including ministry staff) report any observed unsafe conditions or practices to the person in charge of the workplace. Ministry staff will do this in the course of their work on the contract area should they come across such conditions or practices.

Site Viewing/Information Meeting

Information on whether a site viewing or information meeting is applicable to this tender call can be found in the Conditions of Tender.

Contract Term/Work Schedule

The term of the contract will be from April 1, 2018 to September 30, 2018.

The successful Contractor shall be required to have a pre-work meeting with the Ministry Representative to review the contract prior to commencement of the work. Any subjects discussed and decisions made at the pre-work conference shall form an integral part of the Contract.

Option-to-renew

Not Applicable

Contractor Invoicing

An invoice must identify the contract it pertains to.

The Province will pay any applicable taxes payable by it under law or agreement with the relevant taxation authorities. Invoices must show the calculation of any applicable taxes (excluding taxes paid directly by you to a supplier and which were inclusive in the bid price) to be paid as a separate line item for the Billing Period(s).

Payment Policy

Invoices and progress payments are not usually paid before 30 days from the date the Ministry receives the invoice, or the date the Ministry Representative authorizes payment, whichever is the latter. However, every effort is made to pay accounts between 30 to 40 days, maximum 60 days.

The *Financial Administration Act* does not permit interest payments on progress payments, performance security deposits or holdbacks, until the 61st day after the date the money becomes due. The due date is calculated from the date the Ministry receives the invoice or the Ministry authorizes payment/release (whichever is the latter), to the date the Ministry of Finance prints the cheque. Interest rates are set by the Office of the Comptroller General. Interest claims of less than \$5 are not payable.

Direct Deposit

In order to reduce mail time in the payment process, contractors may be registered with the Provincial Treasury. Payment will then be deposited directly to the contractor's bank account. Contact the finance section of the tendering office for information and/or application for registration. New applications require four to six weeks to process.

Bidders' Dispute Resolution

If a problem should occur during this tender call, it should be resolved informally with the Ministry Representative named in the invitation to tender. If the bidder is not satisfied with the outcome at this stage, or they prefer to bypass the informal route, they may engage the formal vendor complaint review process.

Formal complaints concerning a competitive process or a pending or awarded contract, or other procurement process may be submitted by the bidder in writing at any time during the procurement process and up to thirty (30) business days after they have received notification from the ministry of the final outcome of the procurement process.

Complaints in the formal process are submitted on the ministry approved Vendor Complaint Form. This ministry specific form is available to the general public through the Ministry of Technology, Innovations & Citizen's Services, Procurement Service Branch, BC Bid website located at <http://www.bcbid.gov.bc.ca/open.dll/welcome>.

Disputes occurring during the performance of the work/service will be governed by the dispute resolution terms and conditions of the Agreement.

Forest Sector Safety Requirements

Falling supervisors will only be deemed qualified if they have completed the Falling Supervisor Training course provided by the B.C. Forest Safety Council (BCFSC) or are BCFSC Certified falling supervisors.

Safe Certification Requirement

If indicated in the Conditions of Tender as applicable, bidders must be aware of the safe certification requirements in order to be eligible to bid, including the Safe Certification Requirements Schedule attached to the contract agreement.

Additional information can be found from the following websites:

<http://www.for.gov.bc.ca/bcts/safety/>

<http://www.bcforestsafe.org/>

Hand Falling Operations

All forestry and non-forestry related activities that include or have the potential to include hand falling, requires the Contractor to designate a Falling Supervisor. Bidders should refer to the Safety Conditions Schedule attached to the Agreement and bid accordingly.

Lobbyist Registration Act

It is the contractor's responsibility to abide by all applicable laws. If the contractor falls within the parameters of the *Lobbyists Registration Act*, then it is the contractor's responsibility to make this determination and register if necessary.