



## Natural Resource Sector

## Invitation to Tender for PL19TJE007 Spring Tree Planting

**SEALED TENDERS FOR THE WORK OR SERVICES LISTED BELOW WILL BE RECEIVED  
BY THE MINISTRY OF FORESTS, LANDS, NATURAL RESOURCE OPERATIONS and  
RURAL DEVELOPMENT**

Stuart-Nechako Business Area, Vanderhoof Natural Resource District  
**UNTIL THE SPECIFIED CLOSING DATE AND TIME, AT WHICH TIME THE TENDERS WILL BE OPENED  
IN: PUBLIC**

### PROJECT

Contract/File: 10005-40/PL19TJE007

Nature of Work or Services: Spring Tree Planting in the Vanderhoof Natural Resource District

Located at: Holy Cross, Duncan, Kluskus-Corkscrew, Kenny Dam, and Hwy 27 Areas, Vanderhoof Natural Resource District

### TABLE OF CONTENTS

- ☒ Information to Bidders
- ☒ Conditions of Tender
- ☒ Specimen Contract with schedules
  - ☒ Schedule A – Services
  - ☒ Schedule B – Payment
  - ☒ Schedule C – Other Conditions
  - ☒ Schedule D – Insurance
  - ☒ Schedule E – Safety Conditions
  - ☒ Schedule F – Prime Contractor Agreement
  - ☒ Schedule G – Safe Certification
  - ☒ Schedule H – BCTS Environmental Management System
  - ☒ Schedule I – Subcontracting
  - ☒ Schedule J – Camp Standards
- ☒ Appendix 1: Risk Rating
- ☒ Appendix 2: Statement of Qualifications and Experience
- ☒ Appendix 3: Manual Falling Verification Form
- ☒ Appendix 4: BCTS Planting Contractor Rating System-FAQ 2017
- ☒ Appendix 5: BCTS Planting Contractor Rating Form
- ☒ Appendix 6: External Guidance Bidding Rating Applicable Solicitations
- ☒ Project Maps
- ☒ Tender Offer Form
- ☒ Tender Envelope

FOR FURTHER INFORMATION OR QUERIES, CONTACT: **Scott Byron, Woodlands Supervisor, at 250-567-6363**

**ENSURE YOUR PACKAGE IS COMPLETE**



## Natural Resource Sector

# Information to Bidders for PL19TJE007

### **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](mailto: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:

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

### **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 Security Process**

BCTS 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.

### **Performance Security**

Planting contracts no longer require a Performance Security.

## **PROGRAM INFORMATION**

### **Forests For Tomorrow (FFT)**

This contract is for planting Forests For Tomorrow (FFT) trees.

**This contract requires planting in areas where there are burned and dead plantation trees, burned and dead mature trees, live mature and plantation trees, heavy slash and thick brush.**

**This contract also requires planting in areas where machine-knockdown work has occurred prior to planting.**

Bid prices must include planting, access for trees and planters and all safety measures.

A site viewing of each Work Unit to assess potential safety hazards is strongly recommended.

### **Overview of the Work/Service Required**

The Stuart-Nechako Business Area is tendering a contract for the planting of approximately 335,500 seedlings to be planted at various sites in the Vanderhoof Natural Resource District. All operations are to be conducted within the requirements of the current legislation. The successful Vendor will be solely responsible for providing the necessary transportation that will be required to transport personnel, seedlings, equipment, and all other aspects outlined in the Contract.

### **Wildlife/Danger Tree Assessment**

The successful Vendor will be required to conduct a Wildlife/Danger Tree Assessment on each Work Unit before planting commences and follow through with the necessary danger tree removal.

Hand-falling may only be completed by Certified Fallers and Qualified Falling Supervisors. Falling Supervisors will be deemed qualified only if they have completed the Falling Supervisor training course provided by the B.C. Forest Safety Council (BCFSC) or are BCFSC certified Falling Supervisors. The Qualified Falling Supervisor needs to complete and submit the *Manual Falling Verification Form* to BCTS prior to falling activities commencing.

### **Camp**

The successful Vendor will be responsible to locate their own camp sites. These sites must be approved by the Ministry Representative.

**Reefers**

The successful Vendor will be required to provide at least one refrigerated trailer/unit for: transportation of seedlings from the cold storage facility to the work site, and, as on-site storage of seedlings.

**Quality Assurance**

The successful Contractor will be responsible to conduct quality inspections in accordance with the Ministry's Planting Quality Inspection Procedures (FS 704A) and submit a report to the Ministry Representative for further inspection. See Schedule C for specific requirements and deliverables.

**Deliverables**

In addition to the tree planting services, the successful Contractor must provide the Ministry Representative with a final project report including daily contract notes, Planting Stock Shipping Order forms, daily production summary, block summary (including seedlot allocation, and densities), seedlot maps and EMS documentation. See Schedules A and C for specific requirements and deliverables.

**Access**

The Ministry cannot guarantee truck access to each Work Unit due to road deactivation and circumstances beyond our control (i.e. washouts, blowdown, etc.). The successful Vendor will be required to remove minor obstacles such as blowdown, etc.

**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:

- Some areas are rocky, have slash and brush.
- Burned plantation trees and burned mature trees. Standing live mature and plantation trees.
- Danger tree hazard. Danger tree assessments required. Manual falling of danger trees required.
- Deactivated roads.
- Alder (eye protection may be necessary), willow, aspen, blowdown.
- Log Hauling on Forest Service Roads may commence before planting has been completed.

**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.

Hand-falling may only be completed by a Certified Faller and Qualified Falling Supervisor. Falling Supervisors will be deemed qualified only if they have completed the Falling Supervisor training course provided by the B.C. Forest Safety Council (BCFSC) or are BCFSC certified Falling Supervisors.

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**

It is strongly recommended that the Bidders view the Work Units before submitting their Tender. Please note that some blocks scheduled to be planted in this contract are currently being harvested or harvesting is scheduled for this coming winter.

**Contract Term/Work Schedule**

The term of the contract will be from **May 1, 2018 to June 30, 2018**. The last day for planting trees is **June 21, 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.

**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**

### **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 qualified Falling Supervisor. Bidders should refer to the Safety Conditions Schedule attached to the Agreement and bid accordingly.

Hand-falling may only be completed by Certified Fallers and Qualified Falling Supervisors. Falling Supervisors will be deemed qualified only if they have completed the Falling Supervisor training course provided by the B.C. Forest Safety Council (BCFSC) or are BCFSC certified Falling Supervisors.

### **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.