



Natural Resource Ministries

## Information to Bidders Tree Planting Services

Contract: PL22TAS0102

### BC Timber Sales (BCTS) – Babine Business Area

#### **BC Timber Sales Planting Contractor Rating System**

This solicitation will not use the BCTS Planting Contractor Rating System to evaluate tenders.

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

Work services for BCTS – Lakes spring tree planting will consist of straight plants.

Total tree allocation for the 2021 Lakes planting is estimated at 2,006,000 spring seedlings, more or less, of which approximately 719,100 trees will be planted on the Southside of Francois Lake and the remainder on the Northside of Francois Lake. Within this project there will also be approximately 104,820 I-WRAP seedlings (Lw). There are also eight wildfire burn blocks in this contract resulting from the 2018 (Island Lake/Binta) wildfire seasons; planting will be delayed on these units until June 7<sup>th</sup> unless otherwise agreed to by the Ministry. This is due to the risk of Black Army Cut Worm (BAC); see the attached work unit spreadsheet for affected units.

The Contractor is responsible to verify planting unit boundary prior to the commencement of works.

The anticipated field start date of the Lakes spring planting season is tentatively scheduled for **May 1<sup>st</sup>, 2021**, with a required completion date of **June 21<sup>st</sup>, 2021**.

The contractor will be responsible for scheduling and coordinating all their seedling orders through the designated cold storage facility and the BCTS trucking contractor. The contractor will be responsible to place their orders a minimum ten (10) days before planting the stock, in-order to facilitate cold storage stock pulling and thawing operations. Reefer units will be supplied by the Province.

The contractor shall also be responsible for completing danger tree assessments for each work unit and for ensuring that hazard trees associated with the said assessments are addressed by either avoidance and/or felling prior to the start-up of planting operations. If an assessment deems that manual felling of a danger/hazard tree is necessary, then the contractor must follow the manual hand falling requirements as per the attached Safety Conditions Schedule and the attached Appendix, "Guideline for Hand Falling Activities".

The successful contractor will be required to confirm that they have an Infection Prevention and Control Plan in place. All contractors are expected to follow the guidance and recommendations in "Industrial Camp Workers, Contractors, and Employers Working in the Agricultural, Forestry, and Natural Resource Sectors". The following resources are available:

- i. <https://www.worksafebc.com/en>
- ii. <https://www2.gov.bc.ca/gov/content/health/about-bc-s-health-care-system/office-of-the-provincial-health-officer/current-health-topics/covid-19-novel-coronavirus>

In recognition of certain contract administration costs that the Contractor may incur in relation to COVID-19 expenses, the Province will consider up to a maximum of 10% of the tendered price be added, and same will be reflected in the maximum contract amount.

#### **Program Information**

BCTS was founded in 2003 with a mandate to provide the cost and price benchmarks for timber harvested from public land in British Columbia. BCTS is the largest planter of trees in British Columbia as sound forest

management is a high priority for British Columbians and central to the BCTS mandate. BCTS plans, develops, and sells through auction, a substantial and representative portion of the Province's annual available timber volume. To find out more about our program check out the [BCTS website](#).

### **Site Conditions**

There are planting units and on-block roads throughout this contract that may not be accessible by 4x4; many will require ATV and/or /Walk in. For known issues, review the Planting Work Unit Spreadsheet.

**Although not mandatory, site viewing is strongly recommended as the contractor is responsible for access, transport of personnel, equipment and supplies to and/or on the contract work areas.**

### **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:

- Available eye protection on any planting units which have advanced regeneration and or stick branches present.
- There are eight wildfire burn blocks in this contract resulting from the 2018 (Island Lake/Binta) wildfire seasons.
- Be aware of potential danger trees adjacent to and/or within planting units.

### **Sub-Contracting**

Under no circumstances shall sub-contracting of the **planting phase** be permitted within this project.

### **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.

**Site Plan maps of the individual planting units are available to copy off the FTP Site for site viewing purposes; located at the following web-link:**

[2021 BCTS Lakes Planting Site Plan Maps](#) (Ctrl+Click on the link)

### **Contract Term/Work Schedule**

The term of the contract will be from **December 1, 2020 to November 30, 2021**.

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.

### **BC Timber Sales Continuous Bid Deposit Process**

BC Timber Sales has implemented a Continuous Bid Deposit Process for silviculture contracts. For full details on this program please see the guidance document *External Guidance Document BCTS Continuous Bid Deposit Process* at our website [BCTS Website - Contracting](#). Prospective Bidders can use a Continuous Bid Deposit to allow bidding on multiple silviculture contracts. The Continuous Bid Deposit value will be \$25,000.

The Continuous Bid Deposit Declaration Form included with the tender package is to be submitted with the tender when a Continuous Bid Deposit is used.

### **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 Sales 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.

### **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).

### **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.

### **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.

### **Expectation to Comply with Employment Standards Act and Industrial Camp Standards**

BC Timber Sales expectations with regard to compliance to the Employment Standards Act and industrial camp standards for work performed under contract to BC Timber Sales are detailed in:

[Advisory Bulletin No. 2011-03-23 - Compliance to the ESA](#)

[Advisory Bulletin No. 2011-03-22 - Industrial Camp Standards](#)

### **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 Ministry 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 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.