



Ministry of Forests BC Timber Sales

Information to Bidders for PL25TJE003

For the 2024 spring planting, expect all spring delivery spruce, pine, and cedar seedlings to be 'loose packed' with no wrapped bundles in cartons. Cartons will be clearly labelled indicating loose packed cartons.

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 contractors final ranking in the Supplier Location field.

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 for silviculture contracts. For full details on this program please see the guidance document *Updated Continuous Bid Deposit and 48-hour Grace Period Guidance* at our website <https://www2.gov.bc.ca/gov/content/industry/forestry/bc-timber-sales/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.

Performance Security for BCTS Planting Contracts

Guidance Document: <https://www2.gov.bc.ca/assets/gov/farming-natural-resources-and-industry/forestry/bc-timber-sales/contracting/external-bcts-performance-security-elimination.pdf>

Expectation to Comply with Employment Standards Act and Industrial Camp Standards

BC Timber Sales expectations in regards 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](#)

Ministry Responsibility

BC Timber Sales (BCTS) manages about 20 percent of the province's allowable annual cut for Crown/public timber, generating economic prosperity for British Columbians through the safe, sustainable development and auction of public timber.

Data from our operations are used to help determine the market value of the timber harvested from public land and ensures British Columbians receive fair value from their timber resources.

BCTS supports government's commitment to true, lasting reconciliation with Indigenous peoples in British Columbia; this includes the implementation of the Declaration on the Rights of Indigenous Peoples Act (Declaration Act) and the Calls to Action of the Truth and Reconciliation Commission (CTA).

In addition to auctioning timber sales licences, BCTS builds and maintains Forest Service Roads and reforests harvested areas. Our activities generate economic prosperity for all British Columbians and directly contribute over \$150 million to rural economies each year.

Background

The Stuart-Nechako Business Area is tendering a contract for the planting of approximately 2,269,759 seedlings to be planted on 14 blocks (approximately 1,443.2 ha) in the Fort St. James Area. All trees should be planted no later than June 21, 2024. The blocks are spread out geographically.

The contract will require a qualified registered forest professional (RFT/RPF) to sign off on Regeneration Delay Surveys and Pay Plot information gathered.

The successful Vendor will be responsible to locate their own camp sites. These sites must be approved by the Ministry Representative. Allow 30 days for status review and stakeholder consultation.

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.

The Special Tree Protection Regulation of the *Forest Range and Practices Act* came into effect on September 11, 2020. See 'Advisory Bulletin No. 2020-09-11 – Special Tree Protection Regulation', attached to this solicitation. No specified trees have been identified.

Known Field Safety Hazards on this Contract

Ministry staff and contractors, while 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:

- There may be blocks that are scheduled to be planted in 2024 that have been or will be impacted by 2023 wildfires in the area. Before you head out to view planting units check the status of any fires that may be active in areas you are planning on visiting. Please be aware of BC Wildfire Service Area Restrictions/Evacuation Orders and Alerts.
- Some areas to be planted may have been burned in wildfires. Log bundles, culverts, and corduroy embedded in the road prism may have been adversely affected, and as such, the road prism may not be as stable as it may initially appear. Bridge structural integrity may also be compromised in areas impacted by wildfire.
- There are *danger tree hazards* adjacent to the work area, and *danger tree hazards* within the work areas. Standing dead (burned) mature, and immature trees are within, and adjacent to, the work area.
- Deactivated roads, rehabbed road surfaces.
- Alder, willow, aspen, blowdown, existing crop trees. Eye protection may be necessary.
- Log-hauling, low-bedding on Forest Service Roads may commence before planting has been completed.

Scope

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.

Additional Information

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.

Contract Pre-Work

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.

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

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.

Vendor Complaint Review Process

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 outcome of the procurement process.

Complaints in the formal process are submitted on the ministry approved Vendor Complaint Form, which can be found here: <https://www2.gov.bc.ca/gov/content/governments/policies-for-government/core-policy/procedures/vendor-complaints>

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

Safe Certification Requirement

Bidders must be aware of the safe certification requirements 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:

<https://www2.gov.bc.ca/gov/content/industry/forestry/bc-timber-sales/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.