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<b>ENSURE YOUR PACKAGE IS COMPLETE</b>	



## Ministry of Forests BC Timber Sales

# Information to Bidders for PL25TDF003

### **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.

### **Planting Information**

*For the 2024 summer planting, expect all summer 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<sup>st</sup>, 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<sup>st</sup> 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.

### **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](#)

## **Background**

The Fort St. John field team, representing the Peace-Liard Business Area of BC Timber Sales, offers for public auction both coniferous and deciduous timber sale licenses. Upon completion of license obligations, BCTS assumes ownership of the harvested sites and must ensure that the obligation areas are reforested with suitable species and to acceptable stocking levels as mandated by legislation within established timeframes.

This planting contract will assist BCTS toward meeting that goal.

## **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:

- Pipeline crossings have been left in place, but may be unstable or in disrepair following wildfire.
- Roads can become extremely slippery in wet conditions and extremely dusty in dry conditions. Both the Jedney Road and the Tommy and Mile 73 Roads (beyond 75 km) can become almost dangerous to travel due to wet, slippery conditions and heavy traffic. As a mitigation strategy, the planting contractor bidders should seriously consider setting up a camp on private land or a SUP somewhere in that area. While it will not mitigate the hazard completely, by lessening the daily travel time perhaps this will minimize the use of those roads and lessen the risk.
- Trucks are strongly recommended to have good mud tires, properly sized tire chains and the knowledge of how to put them on.
- Heavy oil and gas activity in the area. The access routes can accommodate the traffic but expect high but unpredictable usage, particularly day-to-day traffic to oil and gas facilities. Radio-assisted channels are not posted or used on a number of road segments.
- In-block road access will have been deactivated by time of this project. Water-bars and cross-ditches are the primary deactivation methods utilized, making the use of ATVs recommended. Advanced road deactivation has occurred on a number of in-block road sections. This is evident on Units A, C, D, E, H, I, M, N and O as identified in the contract. Most have regular permanent deactivation on the longest main section, but all the spurs have been pulled back and are not accessible even by ATV.
- As some access and/or block peripheries are near oil and gas facilities consider H<sub>2</sub>S as a possible hazard.
- Burned, dead and dying trees. Snags along boundary edges. Some of the blocks have burned in wildfires in 2023 and that may have killed or made unstable previously live residual trees. Wind-firmness may be a factor.
- In drier conditions, planters had issues with hornet nests in, or low to the ground.
- This contract is anticipated to have an implementation contractor in place so there will be a multiple employer workplace. The planting contractor will be expected to be the prime contractor and the implementation contractor will go under that plan.
- The dependency for so much helicopter use for transport is always a risk given that the availability of machines is challenging, particularly if there is a large fire season. Early July to early August to plant 1.8M trees will be challenging, but possible. The assembly of blocks for this contract was considered with localization to an area to the greatest degree possible to allow for efficiencies in crew use.

## **Special Tree Protection Regulation**

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.

## **Scope**

The Peace-Liard Business Area is tendering a contract for the summer planting of approximately 1,773,349 seedlings to be planted at various sites in the Fort St. John Area. Approximately 1,029 hectares is to be planted. There is a total of forty (40) blocks, of which thirty (30) blocks will likely require helicopter transport of seedlings, and/or planters to the sites. Ten (10) blocks were meant to be planted in 2023, but could not be, due to smoke and danger from wildfire. The remainder are replants of plantations that were destroyed in wildfires. There are a number of request keys assigned to this contract for only two species, but there cannot be a lot of interchange across the blocks because the trees are being assigned to different pay codes. All operations are to be conducted within the requirements of the current legislation.

It is expected that an Implementation Contractor will be in place for this contract. The Implementation Contractor will be responsible for the day-to-day implementation of this contract including, but not limited to, daily planting quality checks, daily reefer and cache checks, all pay plots and regeneration plots.

The successful Contractor is not required to complete pay plots but must provide two non-planting staff whose primary duty will be the completion of daily quality plots on each planter. 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.

## **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.bcforestsafesafe.org/>

### Hand Falling Operations

All forestry and non-forestry related activities that include or have the potential to include hand falling, require 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.