



Natural Resource Sector

## Information to Bidders for Summer Tree Planting in Clearwater Field Unit PL18TEE001

### **Continuous Bid Security 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. If you are relying on a continuous bid deposit as your form of bid deposit you must include the Continuous Bid Deposit Declaration with your tender; a copy is included in the tender package.

### **Allowance for Unknown Changes in Volumes**

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 Performance Security Deposit**

BC Timber Sales is no longer requiring a Performance Security Deposit on planting contracts.

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

The proposed contract involves a summer planting program of 201,690 trees with fertilizer (teabag). The planting contractor is responsible for ordering and transportation from two nurseries (one located in Medicine Hat, Alberta and the other in Nelson, BC), storage of seedlings and disposal of tree boxes. The Contractor is responsible for picking up Fertilizer from the Clearwater MFLNRO compound and transportation and storage after pickup.

The contractor is responsible for providing a final planting allocation map, a planting release form, seedling tracking and reporting.

There are four units to be planted; two located near Avola, BC and two near Blue River, BC.

### **Program Information**

#### **Avola Mountain Units:**

- A90300-AM856- Sx 1+0 412A and BI 2+0 411A are to be planted to 1800 target density. This unit has been harvested in late winter 2016 and site prepped with an excavator to create screefed plantable spots and to rip ericaceous vegetation. There are a few dispersed steep areas >35% slope that have not been prepped, these areas total less than 10% of unit. Approximately 40% of unit contains rock boulders that constrained site preparation with excavator.
- A90300-AM7U0-Sx 1+0 412A and BI 2+0 411A are to be planted to 1800 target density. This unit will be a raw plant through ericaceous brush and winter logged in 2016 areas with dispersed, advanced, non-merchantable regen. The unit also has a high component of bedrock and boulders throughout causing inoperability for excavator site prep.

#### **Blue River Units:**

- A91413-MU6VL and A91413-MU6VH: both units are raw plants to be planted with 100% Sx 1+0 412A stock to a target density of 1800. They were harvested in 2015. Expect moderately advanced vegetation and steep slopes.

### **Work Excluded**

Works not included: Pay Plots

**Site Conditions** All units are accessible by 4 X4 truck to and within the units, except A90300-AM7U0 has no in block vehicular access, only by foot.

Snags and Danger Trees can be found both within and outside the boundaries of the planting units. Danger Tree Assessing must be completed prior to planting. Danger Trees can either be felled or a No Work Zone can be established around any danger trees or snags. Contractor must document that Danger Tree Assessing has been completed and provide a map showing where any No Work Zones were established.

### **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:

- Wildlife – Bear, Deer, Moose
- Road hazards – Industrial and Public use and irregular road surfaces
- Snags and Wildlife Danger Trees
- Logging slash and debris
- Steep slopes

### **Contractor Safety Program and Prime Contractor Responsibilities**

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**

**There is a mandatory information meeting at 2:00 PM on December 9<sup>th</sup>, 2016 at the Clearwater Field Office, 687 Yellowhead Hwy 5 South, Clearwater, BC.**

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

The term of the contract will be from June 28, 2017 to July 31, 2017.

Work Schedule will be tentatively June 28, 2017 to July 15, 2017.

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.bcforestsafes.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.

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.