

Direct Invitation Notice
for BC Parks (Monck Park), Merritt TSA (Monck and Allison Lake
Areas) Wildfire Risk Reduction Prescription Development
contract (FS24DCS105) – Cascades Natural Resource District
Project #FS24DCS105

Sealed tenders for the following **BC Parks (Monck Park), Merritt TSA (Monck and Allison Lake Areas) Wildfire Risk Reduction Prescription Development contract (FS24DCS105)** will be received via this email or by hardcopy to the Cascades Natural Resource District until 14:00 (local time) on **September 8, 2023** after which time all tenders will be reviewed in private.

Tenders must be submitted in accordance with the terms and conditions specified in the tender package.

Although this Tender seeks the lowest qualified Bidder, the lowest priced or any tender will not necessarily be accepted. This solicitation is subject to the *New West Partnership Trade Agreement* (NWPTA), the *Canada Free Trade Agreement* (CFTA), the *Agreement between the Government of Canada and the Government of the United States of America on Government Procurement* (CUSPA), and the *World Trade Organization Agreement on Government Procurement* (GPA).

If the Ministry posts any addendum to the Tender Documents, it will be made by issuing an addendum:

- a) where Tender Documents were provided directly by the Ministry to bidders (not obtained from BC Bid®), addendum to the Tender Documents will be sent by the Ministry to all registered package holders via email.



Ministry of Forests

Direct Invitation Notice:

**BC Parks (Monck Park), Merritt
TSA (Monck and Allison Lake
Areas) Wildfire Risk Reduction
Prescription Development
contract**

EMAILED or HARD COPY TENDERS

FOR THE WORK OR SERVICES LISTED BELOW WILL
BE RECEIVED BY THE MINISTRY OF FORESTS, CASCADES NATURAL RESOURCE DISTRICT
UNTIL THE SPECIFIED CLOSING DATE AND TIME, AT WHICH TIME THE TENDERS WILL BE OPENED
IN: PUBLIC or PRIVATE ☒

PROJECT

Contract/File: 10005-40/FS24DCS105

Nature of Work or Services: **BC Parks (Monck Park), Merritt TSA (Monck and Allison Lake Areas)
Wildfire Risk Reduction Prescription Development contract**

Located at: **Cascades Natural Resource District in the Merritt Timber Supply Area**

Tender Packages will **not** be available at the Ministry location.

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 - Schedule G – Prime Contractor Agreement
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 - Attachments:
 - 1. 2023 Fuel Management Prescription Guidance FINAL
 - 2. 2023 Fuel Management Prescription Template
 - 4. 2023 Fuel Management Survey Data Collection Standard
 - 5. Handbook for inventorying downed woody material
 - 6. Geographic data of the project polygons in KML files
 - ☒ Tender Offer Form
 - ☒ Tender Envelope
- Additional Items: Overview Survey Maps

FOR FURTHER INFORMATION OR QUERIES, CONTACT: Gwenn Hetherington, RFT, Land and Resource Coordinator at 250-378-0545 or alternate Alycia Fennings, RPF, Land and Resources Specialist at 250-378-0518.

ENSURE YOUR PACKAGE IS COMPLETE.



Natural Resource Ministries

BC Parks (Monck Park), Merritt TSA (Monck and Allison Lake Areas) Wildfire Risk Reduction Prescription Development

Overview of the Work/Service Required

The Ministry of Forests, Cascades Natural Resource District, is hereby inviting qualified contractors to submit **an emailed or hardcopy tender** for the **BC Parks (Monck Park), Merritt TSA (Monck and Allison Lake Areas) Wildfire Risk Reduction Prescription Development contract FS24DCS105** occurring in the Merritt Timber Supply Area (TSA) in accordance with the specifications and terms of the contract tender package. The contract covers an estimated area of **163.3 ha** for fuel management prescription development of area within Monck Park, adjacent to Monck Park, and adjacent to Allison Lake.

The objective is to layout and develop fuel management prescriptions and maps for a total of **163.3 ha**, however slope and other constraints such as campsites may decrease the total net area.

The survey sampling methodology will be in accordance with the *2023 Fuel Management Survey Data Collection Standard* and may consist of both even-aged and multi-storey areas depending on stand conditions. In addition, the ground fuel will be determined via the *Handbook for inventorying downed woody material*. All information collected for the three polygons (Within Monck Park, Adjacent to Monck Park, and adjacent to Allison Lake) will be inputted into the *2023 Fuel Management Prescription Template* as per the *2023 Fuel Management Prescription Guidance*. The most up to date versions of these documents have been attached to his Direct Invitation Notice. However, they can also be found here: [Tools for fuel management - Province of British Columbia \(gov.bc.ca\)](https://www2.gov.bc.ca/gov/content/spe/spe_collections/fuel_mgmt/fuel_mgmt_tools/)

Schedule A – Services and Schedule A1 – Services further outline the sampling strategy that aligns with the existing survey standards and survey manuals. It is important to note that the area within Monck Park holds a separate Schedule A (A1) than the areas adjacent to Monck Park and Allison Lake.

In addition, this contract will require spatial, forest cover, and the final prescription to be uploaded into RESULTS for identified and laid out fuel management treatment units. Also, this contract requires digital copies of the prescription, associated maps and spatial data to be provided to the Ministry Representative.

The Contractor shall follow the *2023 Fuel Management Survey Data Collection Standard* sections that are applicable to the project survey areas.

Considerations when assessing and determining bidder suitability:

- a. **Similar type:** based on prescription contracts(s) which had involved multiple years producing fuel management prescriptions for the Crown Land Wildfire Risk Reduction (CLWRR) Program. Preference would be for CLWRR contracts that occurred in the southern interior where climatic, stand types and forest health conditions may be unique.
- b. **Similar complexity:** based on successfully completing fuel management CLWRR contract(s) involving the development of greater than 100 hectares in areas of high fuel hazard within the wildland urban interface (WUI) where life and property is a priority. Survey parameters/prescriptions may vary from the norm in these areas. Prescriptions completed on very steep terrain, with many hazards and access issues will also be assessed when determining similar complexity.

- c. **Similar size:** based on the number of hectares that were surveyed per year, not collectively, and the number of treatment units completed. It is anticipated that the prescription requirements in subsequent years may increase due to current and future wildfire risk in the district and as such, the ability for bidders to carry out a larger program than year 1 will be assessed and determined.
- d. Proven proficiency in project layout and GPS traverse, as well as timely and prompt RESULTS updating and e-submissions as per the "Program Information" below and "Schedule A - Services" and "Schedule A1 - Services" attached to this Tender.
- e. Must meet the requirements for Key Personnel as stated under "Bidder Eligibility or Disqualification" Section below.
- f. Certified in the BC Forest Safety Council SAFE Company program or certified under another safety scheme recognized by the BC Forest Safety Council.
- g. Your companies good standing status with the Registrar of Companies will be checked, as well as the Contract/Contractor Evaluation Share Point Site to help determine your companies suitability for the contract.

Timelines are as followed:

- a. The start-up date of the contract is expected to commence as soon as possible, the beginning of September but due to unforeseen circumstances the start-up date may be delayed.
- b. A recce report for the area within Monck Park (Schedule A1) must be submitted by **November 30, 2023**
- c. All recce and layout field Work must be completed by **December 15, 2023**;
- d. All draft prescription hardcopies and/or digital submissions must be received by **January 15, 2024**;
- e. All final prescription hardcopies and/or digital submissions must be received by **February 20, 2024**;
- f. All RESULTS work must be completed by **March 31, 2024**;
- g. All Work outlined in this Agreement must be completed by **April 23, 2024**;
- h. All timeline dates listed above may be subject to change but only upon written approval by the Ministry. Note that a work progress plan will be made and agreed upon prior to contract commencement.

Eligibility to bid requirements are as per the "Bidder Eligibility or Disqualification" within this document. All documentation related to this invitation to tender can be found within BC Bid. There will not be hard copy documents provided for bidding purposes at the Cascades Natural Resource District Office.

Program Information

The openings to be surveyed are funded by Forest for Tomorrow. Unit work specifications are identified in the Schedule B Detailed spreadsheet.

All prescriptions must be signed and sealed by Qualified Forest Professional to confirm the Work has been completed in accordance with the methodologies set out in the *2023 Fuel Management Survey Data Collection Standard*, the standards set out in the *2023 Fuel Management Prescription Template* or the conditions of the agreement.

The successful Bidder will be given access to opening or licence files and RESULTS and it is their responsibility to collect and make copies of the necessary information such as fuel management prescriptions, site plans, relevant amendments etc.

Site Conditions

Site access may be hindered due to road deactivation, water control measures, fallen trees and other such obstacles. Use of a 4 x 4 vehicle or a registered All-Terrain Vehicle (ATV) may be required.

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:

- ☐ Log hauling, other industrial traffic and/or public traffic
- ☐ Wildlife – bear, deer, moose, cougar, cattle, stinging insects
- ☐ Adverse weather conditions
- ☐ Adverse road or road structure conditions
- ☐ Steep slopes/broken terrain/rock-fall hazards
- ☐ High concentrations of standing danger trees/snags as well as downed timber within and around the openings and along right of ways, many of which have sharp, low hanging branch stubs.

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 schedules of the contracts.

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.

First Nations Employment

The successful bidder is expected to make reasonable attempts to hire local First Nations members that are qualified and/or trained. This can be either as lead and/or assistant field technicians to support the various data collection tasks, including but not limited to: fuel management plot data collection, traverse and boundary marking, GPSing, downed woody material assessment, road access assessment, etc.

It is expected that the contractor will communicate and establish a working relationship with local First Nations to identify potential qualified/trained community members that are available and willing to work in the various tasks. The local First Nation will work under the guidance of the contractor's senior staff.

This project originated from the Fuel Management Technical Working Committee (FMTWC) which is made up of the Cascades Natural Resource District, BC Wildfire, the City of Merritt and the Coldwater, Lower Nicola, Upper Nicola, Shackan and Nooaitch First Nation communities. Draft copies of the prescriptions from this contract will be reviewed by members of the FMTWC.

The Province will provide contact information for the First Nations entities that the successful bidder will be expected to work with. The successful bidder will document their communications with First Nations and keep the Province informed as to progress. The successful bidder will provide the Province with a summary of

communications detailing efforts made, success of hiring, number of person/days of employment, and suggestions for process improvements.

Site Viewing/Information Meeting

Attendance by the Bidder at the Information Meeting is **Optional** but encouraged.

An information meeting for bidders will be held on **August 31st, 2023 at 2:00 p.m.** (local time), via Microsoft TEAMS call.

The Bidder (or the Bidder's representative with a letter of authorization from the Bidder) must attend for the duration of the Information Meeting and must identify himself or herself to the Ministry representative. Bidders must pre-register by providing a name, company name, phone number, and email address to Alycia Fennings (Alycia.Fennings@gov.bc.ca) by 14:00 local time on August 31st, 2023 in order to receive the TEAMS meeting link and invite.

The terms and conditions of the Contract Documents or addendum thereto supersede questions and answers, or discussions made at the Information Meeting. Questions and answers or discussions made at the Information Meeting are non-binding unless made in writing as an addendum to the Contract Documents.

Contract Term/Work Schedule

The term of the contract will be from **September 11, 2023, to April 30, 2024.**

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.

Option-to-renew

There is no "Option to Renew" option with this contract. However, the term of the contract may be extended if work isn't completed by fiscal year end (March 31, 2024).

Bidder Eligibility or Disqualification

The Bidder, or its Key Personnel (individual(s) who would be responsible for the management of or performance of the services under the Contract), must meet the following requirement(s) in order to be eligible to bid:

- (a) Must pass a reference check and provide references with names, emails and phone numbers, upon request, of work performed in the past three years.
- (b) Bidder must have successfully completed at least one (1) Prescription contract of similar in size as described in the Tender Documents that was equal to or greater than 100 hectares, not collectively, within one (1) of the past three (3), years (2020, 2021 and 2022).
- (c) Proven proficiency in programs such as RESULTS updating and e-submissions as per Schedule C definitions for a "qualified person"
- (d) Must meet the mandatory requirements for Key Personnel as stated under Article 2 of Schedule A and Section 9.8 of the Schedule C.
- (e) the Bidder must be:
 - (i) Certified in the BC Forest Safety Council SAFE Company program; or
 - (ii) Certified under another safety scheme recognized by BC Forest Safety Council

The Bidder must meet the Ministry's requirements for experience and qualifications set out in the Tender Documents. Upon request, or if specifically required to be submitted with this Tender, the Bidder must provide, to the satisfaction of the Ministry, proof:

- (a) that the Bidder, including a partner(s) or Key Personnel, has previously and satisfactorily completed a project of the same type and size as the one described in the Tender Documents; or
- (b) of the Bidder's, including a partner(s) or Key Personnel, prior employment in the same type of service as the one described in the Tender Documents.
- (c) that the Bidder has, prior to the tender Closing Date, satisfied the requirements relating to SAFE Company Program requirements.

If the Tender Documents indicate that a contractor performance rating system is in place within the Ministry, the Bidder must, prior to submitting its Tender, determine and disclose in its Tender, the Bidder's status, including that of a partner(s) or Key Personnel, if applicable, within the applicable contractor rating system.

Upon request of the Ministry, the Bidder must provide a written statement of business organization, qualifications, experience, workforce availability and citizenship status of the Bidder's company and each member of the workforce, including a partner(s) or Key Personnel, who will perform the Work under the Contract, satisfactory to the Ministry. The Ministry may conduct such independent reference checks or verifications as are deemed necessary by it, to clarify, test, or verify the information and to confirm the suitability of the Bidder, including reference checks from any Natural Resource Sector ministry or other Provincial government office in which the Bidder, a partner(s) or Key Personnel, has been under contract. If, in the opinion of the Ministry, the statement fails to demonstrate that the Bidder is able to successfully complete the Contract, the Ministry has the right to disqualify the Bidder and award the Contract to another bidder.

The Bidder and all individuals who perform the Services under the Contract must be eligible to work lawfully in Canada and upon request of the Ministry any individual who performs Services under the Contract must provide a valid Social Insurance Number or Work Permit as proof of his or her eligibility.

The Ministry reserves the right to disqualify the Bidder and to award the Contract to another bidder if the Bidder or an Associated Person to the Bidder has, in respect of a contract or contracts with the Ministry:

- (a) withdrawn an irrevocable tender;
- (b) failed to enter into a contract within the time limits specified in a contract award letter;
- (c) had a contract cancelled by the Ministry;
- (d) forfeited all or part of a bid security;
- (e) breached a contract;
- (f) had all or part of a contract performance security retained;
- (g) had a charge assessed for failing to comply with the requirements of a previous contract; or
- (h) been charged or convicted of any offense in respect of a contract or relating to a forest or environmental practice in British Columbia.

For the purposes of this Tender, a person is associated to the Bidder (an 'Associated Person') if the Bidder and that other person are 'related persons' or 'affiliated persons' or 'associated persons' as those terms are defined or referenced in the federal Income Tax Act or related Canada Revenue Agency's interpretation bulletins. Upon request, the Bidder will provide the Ministry with: (i) the ownership of voting shares of the incorporated Bidder, (ii) a list of individuals who exercise legal and/or operational control over the Bidder; and (iii) a notarized declaration that the Bidder is not an Associated Person in respect of a Disqualified Bidder nor is it in legal or operational control of, nor is it acting in concert with or at non-arms length with a Disqualified Bidder.

The Bidder may be disqualified from bidding on Ministry contracts for a period of up to 2 years from the date of any of the events identified in the Paragraph, unless the Bidder demonstrates to the satisfaction of the Ministry that the Bidder is able to successfully complete the Contract and the deficiencies which led to any of the events in the above Paragraph to have been corrected.

For the purposes of this Invitation to Tender, "Disqualified Bidder" means a person (individual or corporate) who has been disqualified from bidding by the Ministry for a stated period of time.

Bidder's Representations

It is the Bidder's sole responsibility to ensure that the Bidder has received all Tender Documents. Submission of the Tender by the Bidder is a representation by the Bidder that the Bidder has verified receipt of a complete set of Tender Documents including any and all addenda to the Tender Documents.

Submission of the Tender by the Bidder is a representation by the Bidder that the Bidder has investigated and satisfied itself of every condition affecting delivery of the Work, including every condition affecting the Work Site, and including every factor that may affect the Bidder's ability to perform the Contract in accordance with the Tender and the Tender Documents.

The Bidder further represents by submission of the Tender that the Bidder has made its own investigation and has relied solely upon its own knowledge, information, and judgment, and not upon any statement, representation or information made or given by the Ministry or any of its employees, other than the information contained in the Tender Documents.

Submission of the Tender is deemed by the parties to be conclusive evidence that the Bidder has made such investigations and inquiries as the Bidder determines necessary and that the Bidder assumes all risk regarding any conditions affecting the Work.

The Bidder affirms it is not an Associated Person to, nor acting in concert with, a Disqualified Bidder and undertakes to not knowingly do so during the term of the Contract.

Tender Submission

The Tender must be on a completed original or unaltered copy of the Tender Offer Form. **If submitted in person**, the Tender is to be submitted in the envelope provided or in an envelope clearly marked with the name and address of the Bidder and the words, "**Tender for BC Parks (Monck Park), Merritt TSA (Monck and Allison Lake Areas) Wildfire Risk Reduction Prescription Development contract** " on the envelope.

The Tender must be received at the Closing Location of the Ministry not later than the date and time (the 'Closing Date' and the 'Closing Time') specified in the Invitation to Tender. The Ministry may, by giving notice, amend the Invitation to Tender and extend the Closing Date and Closing Time for receiving tenders.

Tenders submitted by electronic submission to Alycia.Fennings@gov.bc.ca WILL BE ACCEPTED. Tenders received after the Closing Time will be returned to the Bidder unopened. **Tenders submitted by facsimile or telegram WILL NOT BE ACCEPTED.**

The Ministry, its employees and agents assume no responsibility for the timely receipt of any tenders.

The Tender must be signed by the Bidder and should bear the date of signing. Witnessing of signatures is not required. If the Bidder is:

(a) a company, the full company name and the name(s), signature(s) and status of the authorized signing officer(s) must appear on the Tender but affixing the corporate seal is optional;

(b) a partnership, all the partners must sign and print their names on the Tender;

(c) a limited partnership, one or more of the general partners must sign and print their name(s) on the Tender and include the business name of the partnership (e.g., 'doing business as Limited Partnership');

(d) an individual or sole proprietorship, the individual or sole proprietor must sign and print his or her name and, where appropriate, include the name of the sole proprietorship, (e.g., 'doing business as ').

Tenders Complete and All Inclusive

The Bidder's Tender must be complete and must cover all of the Work specified in the Invitation to Tender and the Tender Documents. Unless otherwise indicated, all blank spaces on the Tender Offer Form must be legibly filled in.

The Ministry may reject any tenders which contain any qualifying words, clauses, alterations, or omissions. Corrections to numbers in the Tender must be initialed by the authorized signatory of the Bidder.

The Tender must be inclusive of all of the Bidder's fees, overhead, profit, expenses of any kind, cash allowances, contingencies and any taxes (including taxes paid or payable by the Bidder to a supplier) that are in force on the Closing Date, but shall exclude the Goods and Services Tax (GST) and any applicable Provincial Sales Tax (PST) that the Bidder is required to charge the Province as a taxable transaction.

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).

Bid Security Requirement

Not Applicable

Contract Performance Security Requirement

A contract performance security ('the 'Contract Performance Security') is Mandatory. A Contract Performance Security in the amount of 10 percent of the total contract price is required. The Successful Bidder must authorize the Bid Security to be cashed by the

Ministry and held as a Contract Performance Security or provide an alternate financial security instrument in place of the Bid Security.

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 Direct Invitation Notice. 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.bcforestsafesafe.org/>

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.

