



Request for Proposal

**Fuel Management Prescription Development for 3
units as part of the Quesnel and Surrounding Area
Community Wildfire Protection Plan (CWPP)**

Closing Date: February 28, 2023

Tenders with the words "Fuel Management Prescription Development CWPP
2023"

will only be received via email to:

erobinson@quesnel.ca

by 4:00 pm Tuesday February 28, 2023

If you have any questions regarding this RFP please contact
Erin Robinson, Forestry Initiatives Manager at erobinson@quesnel.ca



FUEL MANAGEMENT PRESCRIPTION DEVELOPMENT CWPP 2023

The City of Quesnel (CoQ) invites proposals for the following work:

- Prescription development on: Fuel Treatment Unit 16 Three Sisters; FTU 32 Baker Creek; and FTU 34a Wonderland Trails as seen in the 2017 Quesnel and Surrounding Area Community Wildfire Protection Plan (CWPP).
- The prescriptions need to be drafted on the required BCWS template. Production of operational scale maps and the required 2017 spatial and meta data will also be required.
- All associated: archeology, First Nations info sharing and consultation, and public engagement.
- All obligations of peer-review between MOF and BCWS staff to get the prescriptions to final and sealed status.

CONDITIONS

SCOPE OF WORK

- The Contractor shall provide all necessary materials, equipment, labour, and supervision to accomplish prescriptions on Fuel Treatment Units 16, 32, and 34a as determined on maps attached to this invitation to tender.

DELIVERABLES

- Prescription development of:
 - Fuel Treatment Unit 16 Three Sisters;
 - FTU 32 Baker Creek; and
 - FTU 34a Wonderland Trails.
- The proponent will be responsible for:
 1. Project Initiation
 2. Field Assessment/Development of Preliminary Prescriptions
 3. Public and First Nations Engagement and info sharing
 4. Peer-review of draft prescription with BCWS and MOF staff
 5. Final Prescription Development
 6. RESULTS submission

Notw: This work is funded by the Province of BC's Forest Enhancement Program

DEMONSTRATED WORK EXPERIENCE

- The consultant must demonstrate their company's knowledge about the ability to reduce wildfire related risk through fuel management prescriptions and provide examples of a solid understanding of the following:



- Wildfire risk and behavior
- Stand characteristics and ecology
- Fuel management prescription methodology including applicable BCWS standards.
- Facilitation of First Nations review and public and First Nations buy-in

INSURANCE and WCB STANDING

The successful Contractor must provide proof of liability insurance in the amount of \$2 million and current WCB standing.

INDEMNIFICATION

The successful Contractor by its acceptance of a negotiated agreement and purchase order, agrees to indemnify and hold harmless the City, its elected officials, agents and employees, from and against all loss or expense that may be incurred by the City, its officials, officers, employees and agents as a result of bodily injury, including death sustained by any person or persons, or on account of damage to property including loss of use thereof arising out of or as a consequence of the performance of the work stipulated in the RFP and any negotiated agreement.

BUSINESS LICENSE

The successful Contractor shall obtain a Business Licenses from the City of Quesnel Licensing Department at City Hall.

TIMETABLE

The Contract must be completed by July 31, 2023.

WORKPLAN AND TIMELINE

The successful proponent will need to outline their work plan and timeline for completing all deliverables.

BUDGET

The successful proponent will provide a budget document to identify how funds will be directed towards actions required to complete the project in its entirety as outlined in Section 4 Deliverables (pages 2-5) of this document.

PROPOSED SUBMISSIONS, SELECTION AND EVALUATION CRITERIA

The following format for proposal submissions is required:

- **Completed appendices:** (found at the end of this document)
- **Work Plan:** Detailed description of tasks
- **Timeline:** Proposed timeline of project
- **Explanation of experience:** A brief description of proponent's background and descriptions of similar relevant work completed.
- **Budget:** Proposed budget and proposed fee schedule tied to deliverables and timelines

Evaluation weighting:

Mandatory Criteria
The Proposal must be received at the closing location by the specified closing date and time.
The Proposal must be in English.



The Contractor must sign, accept and return the Contractor Acceptance Form (Appendix A)

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Proposals meeting all of the mandatory criteria will be further assessed against the following evaluation criteria.

Evaluation Criteria	Weight
Experience and Qualifications	50 points
Methodology	30 points
City's evaluation of value vs fee proposal	20 points
Maximum Total weighted Score	100 points

The evaluation team may select up to three top ranked Contractors for interviews. Alternatively, at the City's sole discretion, the City may by-pass the interview process if the top ranked Contractor clearly demonstrates its proposal is superior.

If interviewed by the City each Contractor should be prepared to demonstrate or otherwise substantiate any areas of the Response, its own qualifications for services required, and any other area of interest relative to its Response.

Reference checks may also be conducted by the City.

Prior to Contract award, the Contractor must provide Confirmation of WorkSafe BC coverage. Confirmation of Required Insurance.

Prior to Contract award, the Contractor may be required to demonstrate financial stability. As such, the Contractor may be required to provide annual financial reports or a set of financial statements prepared by an accountant and covering the last 2 (two) fiscal years.

The City may, prior to Contract award, negotiate changes to the scope of the Work, the materials, the Requirements or any conditions with any one or more of the Contractors without having any duty or obligation to advise any other Contractors or to allow them to vary their prices as a result of changes to the scope of Work, the materials, the Specifications, or any conditions, and the City shall have no liability to any other Contractor as a result of such negotiations or modifications.

General Terms of this Request for Tender

- a. The terms and conditions of the proposal offer shall remain firm and open for acceptance by the City for a period of forty-five (45) calendar days from date of closing whether or not another Proposal has been accepted.
- b. The City reserves the right to cancel this RFP for any reason without any liability to any Contractor or to waive irregularities at its own discretion.
- c. The City is not liable for any costs incurred by interested parties in the preparation of their response to this request or interviews if held. Furthermore, the City shall not be responsible for any liabilities, cost, loss or damage incurred, sustained or suffered by any interested party, prior or subsequent to, or by reason of the acceptance or non-



acceptance by the City of any response, or by reason of any delay in the acceptance of the response.

- d. Contractors are advised that the City will not necessarily accept any Proposal and the City reserves the right to reject any or all Proposals at any time without further explanation or to accept any Proposal considered advantageous to the City.
- e. The City may, in its absolute discretion, reject a proposal submitted by the Contractor, if the Contractor, or any officer or director of the Contractor is or has been engaged either directly or indirectly through another corporation in legal action against the City, its elected or appointed officers and employees in relation to any other Contract for works or services or any matter arising from the City's exercise of its powers, duties or functions.
- f. A Proposal which contains an error, omission, or misstatement, which contains qualifying conditions, which does not fully address all the requirements of this RFP, or which otherwise fails to conform to the requirements in this RFP, including the Proposal format and content requirements, may be rejected in whole or in part by the City at its sole discretion.
- g. Notwithstanding the foregoing or any other provision of this RFP, the City may in its sole discretion elect to retain for consideration Proposals which deviate either materially from the Proposal Format and Content Requirements set out in hereto or which otherwise fail to conform to any other requirement of this RFP.
- h. The City may waive any non-compliance with the RFP, specifications, or any conditions of anything required by the RFP and may, at its sole discretion, elect to retain for consideration Proposals which are nonconforming, which do not contain the content or form required by the RFP or because they have not complied with the process for submission set out herein.
- i. The City may choose, at its sole discretion, to proceed with all of the components of the Work, none of the components or selected components of the Work.
- j. The City may accept or waive a minor and inconsequential irregularity where practicable to do so. The City may, as a condition of acceptance of the Proposal, request a Contractor to correct a minor and inconsequential irregularity with no change in the Proposal. The determination of what is or is not a minor and inconsequential irregularity, the determination of whether to accept, waive, or require correction of an irregularity, and the final determination of the validity, will be at the sole discretion of the City.
- k. These terms of reference and the accepted proposal documents will form part of the contract made with the Contractor. All proposals are subject to the provisions of the British Columbia Freedom of Information and Protection of Privacy Act.
- l. Only personnel listed in the successful proposal shall perform the work unless otherwise approved by the City.



- m. Any disputes will first be attempted to be resolved via frank and open negotiations. If negotiations are unsuccessful, the dispute will be referred to a mutually agreeable third party mediator/arbitrator whose decision will be final and binding.
- n. Neither party will be responsible for carrying out their duties, nor will they be entitled to any compensation if events beyond their control occur. Examples of such events are, but, are not limited to, acts of God, labour disruptions, political decision delays, and protests.
- o. All Proposals will remain confidential, subject to the Freedom of Information and Protection of Privacy Act of British Columbia.

Ownership of Proposals and Sole Use of Reports

- p. All Proposals submitted, other than any Proposal withdrawn prior to the opening of Proposals or any late Proposals, become the property of City and will not be returned to Contractors.
- q. Any design, report and other material provided by the Contractor, or their sub-contractors, will become the property of and for the sole use of the City.

Conflict of Interest

- r. Contractors shall disclose any potential conflicts of interest and existing business relationships they may have with the City, its elected or appointed officials or employees. The City may rely on such disclosure. The City may reject a Proposal from any Contractor that the City judges would be in a conflict of interest if the Contractor is awarded a Contract. Failure to disclose, or provide false or insufficient disclosure of the nature and extent of any relationship the Contractor may have with any employee, officer or director of the City shall be grounds for immediate termination of any Contract with the City, in the City's sole discretion, without further liability of notice.
- s. By submitting a Proposal, the Contractor warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Contractor, has any financial or personal relationship or affiliation with any elected official or employee of the City or their immediate families which might in any way be seen by the City to create a conflict.

Confidentiality

- t. Information about the City obtained by Contractors must not be disclosed unless prior written authorization is obtained from the City.
- u. The Contractor agrees that this obligation of confidentiality will survive the termination of the Contract between the Contractor and the City.

Relationship of the Parties



- v. The Contractor and the City expressly acknowledge that they are independent entities and neither an agency, partnership nor employer-employee relationship is intended or created by submission of a proposal or subsequent contract.

Information Disclaimer

- w. The City, including its Designated Representatives and its directors, officers, employees, agents, contractors and advisors are not liable or responsible for any verbal or written information, or any advice, or any errors or omissions, which may be contained in this RFP or otherwise provided to any Contractor pursuant to this RFP.
- x. The City makes no representation, warranty, or undertaking of with respect to this RFP and the City, its Designated Representatives and its directors, officers, employees, agents, contractors and advisors, shall not be liable or responsible for the accuracy or completeness of the information in this RFP or any other written or oral information made available to any interested person or its advisors, and any liability however arising, is expressly disclaimed by the City.
- y. While the City has made considerable efforts to ensure an accurate representation of information in this RFP, the information contained in this RFP is supplied solely as a guideline for the Contractor and is not necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve the Contractor from forming its own opinions and conclusions in respect of the matters addressed in the RFP.

Freedom of Information and Protection of Privacy Act (BC)

- z. Contractor s should note that the City is subject to the Freedom of Information and Protection of Privacy Act (British Columbia), which imposes significant obligations on the City's Contractors to protect all personal information acquired from the City in the course of providing any service to the City.

Enquiries and Addenda

- aa. Enquiries regarding this Request for Proposal are to be directed to Erin Robinson, Forestry Initiatives Manager, City of Quesnel erobinson@quesnel.ca
- bb. The City, its agents and employees shall not be responsible for any information, instructions or suggestions given by way of oral or verbal communication.
- cc. All clarification requests are to be sent in writing to the individual mentioned above. No clarification requests will be accepted by telephone.
- dd. Any and all changes to the RFP required before the proposal closing will be issued in the form of a written addendum and posted on the City of Quesnel website. It is the sole responsibility of potential Contractors to check the above websites to ensure that all available information has been received prior to submitting a Proposal. If addenda are issued, their receipt must be acknowledged by the Contractors in the appropriate section of the Form of Proposal.



- ee. The decision to issue or not issue an addendum is entirely at the sole discretion of the City.
- ff. The deadline for enquiries for this RFP is **4pm** local time on **Tuesday February 28, 2023**. The City reserves the right not to respond to inquiries received after this deadline.
- gg. Each addendum will be incorporated into and become part of the RFP document. No amendment of any kind to the RFP is effective unless it is contained in a written addendum issued by the City.

Name of Firm Bidding: _____

Authorized Signature: _____



Appendix 1 - CONTRACTOR INFORMATION

Company Name: _____

Name of Owner/Principle: _____

Type of Business: _____

Phone: _____ Cell: _____ E-mail: _____

Mailing Address: _____

City: _____ Province: _____ Postal Code: _____

Tax registration number: _____

Other Information

WCB number: _____ Is your company in good standing with WCB? Yes No

Public liability insurance carrier: _____

Limit of insurance (*minimum \$2,000,000 per incident*): _____

Is your company in good standings with insurance carrier? (*Attach copy*) Yes No

Does your company hold a current City of Quesnel business licence? Yes No

Are your employees trained and qualified to provide this service? Yes No

Does your company have a written safety program? (*Attach copy*) Yes No

Are there any extraordinary hazards relating to the service being provided? Yes No



APPENDIX B – CONTRACTOR BID PRICE

Treatment Unit Name	Total Bid (\$) per unit for prescription development
Fuel Treatment Unit 16 Three Sisters	
FTU 32 Baker Creek	
FTU 34a Wonderland Trails	
Total Bid	