



REQUEST FOR PROPOSALS

Operational Fuel Management Baker Creek FTU 32 Treatment Unit BC2

Closing Date and Time: February 9th, 4pm Local Time

Project Contact:

Erin Robinson, Forestry Initiatives Manager

1 Introduction

- 1.1 The City of Quesnel is committed to carrying out their Community Wildfire Protection Plan (CWPP) from 2018-2025. As part of this initiative, **Fuel Management Treatments** are being implemented at Baker Creek FTU 32 Treatment Unit BC2 (8.6ha). *****Note, there are 2 treatment units associated with this prescription and only BC2 is being tendered. BC1 will be tendered at a later date.*** Please see associated maps and prescriptions as part of this bid package.
- 1.2 The City of Quesnel is seeking proposals from interested firms to indicate their interest and price quotes for **Operational Fuel Management Treatments**. The goal of this phase will be completion of fuel reduction treatment based on approved **Fuel Management Prescriptions**.
- 1.3 The appointment of the **Operational Fuel Management Treatment Contractor** (successful Proponent) is subject to the approval of City Staff.

2. Definitions

- 2.1 Throughout this Request for Proposal the following definitions apply:
 - a) “City” means the municipal corporation, generally known as the City of Quesnel in British Columbia, Canada;
 - b) “City’s Designated Representatives” means the City employees or representatives who are authorized in writing to deal with the Contractor on behalf of the City in connection with the goods, materials, equipment and services or to make decisions in connection with the Contract;
 - c) “Closing Time” means the closing date, time, and place as set out in subsection 4.1 of this Request for Proposal;
 - d) “Respondent” means same as “Contractor”;
 - e) “Contract Documents” means the purchase order, the Contractor’s Proposal, the RFP and such other documents as applicable, including the City’s purchase order all amendments or addenda agreed between the parties;
 - f) “Contract” or “Agreement” means the agreement formed between the City and the Contractor as resulting from this Request for Proposal, executed by the City and the Contractor and evidenced;

- g) "G.S.T." means the Goods and Services tax administered under the Excise Tax Act (Canada) and any successor tax or levy therefore in force from time-to-time;
- h) "Lead Contractor" is the Contractor whose Proposal, as determined through the evaluation criteria described in this RFP, provides the best overall value in meeting the requirements of the RFP, and with whom a Contract will be considered;
- i) "Project" means the scope of Work and Requirements described in this Request for Proposal;
- j) "Contractor" means an individual partnership, corporation or combination thereof, including joint ventures or a company that submits, or intends to submit, a Proposal in response to this Request for Proposal; who or which is awarded a Contract who enters into a written Contract with the City to perform and to oversee the Work.
- k) "Proposal" or "Submission" means a proposal submitted by a Contractor in response to this Request for Proposal;
- l) "Requirements" means all of the specifications, requirements and services set out in the RFP that describes the general requirements that the goods, materials, equipment and services must meet and the Successful Contractor must provide;
- m) "Response" means the same as "Proposal" or "Submission";
- n) "RFP" or "Request for Proposals" means this Request for Proposals, inclusive of all appendices and any addenda that may be issued by the City;
- o) "Services" means the same as "Work";
- p) "Proponent" means the same as "Contractor" and;
- q) "Work" or "Works" means the provision of all labour, services, materials, equipment, and any other necessary items and actions for the Successful Contractor to complete and perform its obligations in accordance with the Requirements and terms and conditions of the Contract

3. Key Dates

- 3.1 In order to assist Contractors, following are the key target dates and Events with respect to this RFP process. Such dates are not guaranteed and may change based upon circumstances.

ACTIVITY	DATE
Issue Request for Proposal	January 26, 2024
Receive Proposals by	February 9, 2024
Award of Contract	February 12, 2024
Pre-work and commence work	February 14, 2024

4. Submission Details

- 4.1 Submissions will be accepted until February 9, 2024 at 4 pm Local Time. Proposals received later than the specified closing time will not be accepted.
- 4.2 The proposal shall be submitted electronically to Erin Robinson, Forestry Initiatives Manager at erobinson@quesnel.ca
- 4.3 Amendments to a Proposal may be submitted if delivered in writing prior to the Closing Time to Erin Robinson at erobinson@quesnel.ca
- 4.4 Proposals already delivered to the City may be withdrawn by written notice only, provided such notice is received at Erin Robinson at erobinson@quesnel.ca
- 4.5 Any and all costs associated with the preparation and submission of the Proposal, including any costs incurred by the Contractor after the Closing Time, will be borne solely by the Contractor.
- 4.6 By submitting a Proposal, the Contractor acknowledges and agrees that the City will not be responsible for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by the Contractor as a result of or arising out of submitting a Proposal for the proposed Contract, or due to the City's acceptance or non-acceptance of their Proposal or any breach by the City of the bid contract between the City and each of the Contractors or arising out of any contract award not made in accordance with the express or implied terms of the Proposal documents.

- 4.7 The proposal will be evaluated in accordance with the criteria outlined in Section 11.3, Evaluation Criteria.
- 4.8 Submission of a proposal indicates acceptance by the respondent of all of the conditions contained in this Request for Proposal. The City reserves the right to negotiate with any Contractor.
- 4.9 The Successful Contractor will be required to sign a contract within 14 days.

5. Enquiries and Addenda

- 5.1 Enquiries regarding this Request for Proposal are to be directed to Erin Robinson, Forestry Initiatives Manager, City of Quesnel.
- 5.2 The City, its agents and employees shall not be responsible for any information, instructions or suggestions given by way of oral or verbal communication.
- 5.3 All clarification requests are to be sent in writing to the individual mentioned above. No clarification requests will be accepted by telephone.
- 5.4 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 and BC Bid. 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.
- 5.5 The decision to issue or not issue an addendum is entirely at the sole discretion of the City.
- 5.6 The deadline for enquiries for this RFP is 4 pm local time on February 9, 2024. The City reserves the right not to respond to inquiries received after this deadline.
- 5.7 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.

6. Project Background

- 6.1 The City of Quesnel is committed to carrying out their Community Wildfire Protection Plan (CWPP) from 2018-2025. As part of this initiative, **Fuel Management Treatments** are being implemented around Quesnel.
- 6.2 The City of Quesnel is seeking proposals from interested firms to indicate their interest and price quotes for **Operational Fuel Management Treatments**. The goal of this phase will be completion of fuel reduction treatment based on approved **Fuel Management Prescriptions**.

7. Scope of Services

- 7.1 The range of **Operational Fuel Management** services required to be performed by the Proponent shall include, but not be limited to, the following:
- a. Hand and mechanical falling/removal of danger trees
 - b. Spacing of conifer understory
 - c. Pruning/thinning ladder fuels
 - d. Mechanically harvesting trees
 - e. Hand/mechanical piling and burning of debris or chipping and removing from site
 - f. Archeology exclusion zone considerations
 - g. Trapline considerations
- 7.2 Specific operational activities and mandatory post-treatment targets are outlined in the associated **Fuel Management Prescriptions**.
- 7.3 These prescriptions have been developed in conjunction with BCWS, and MOF. The contractor will be required to engage with both the site supervisor.
- 7.4 Supporting Documentation
- a. Fuel Management Prescription Documents
 - b. Treatment Unit Maps

8. Contractor Duties

- 8.1 The Contractor shall dedicate an experienced and efficient team capable of undertaking the necessary project tasks that include, but are not limited to those set out in Section 7.

8.2 The Contractor shall manage necessary communications with City departments and other regulatory agencies, including BCWS, MOF, or other parties. The Contractor shall manage all communications through their City Staff Contact, other relevant agencies will be notified by City Staff.

9. Project Timeline

9.1 A draft timeline for any **Operational Fuel Management Treatments** should be included. Suggested timeline is as follows:

ACTIVITY	DATE
Pre-work and commence work Felling/Spacing/Pruning/Piling **	February 14, 2024
Burning of piles	When venting allows
Project completion	August 1, 2024 (to allow for burning)

**subject to all approvals

9.2 This timeline is for planning purposes only and is subject to change based upon circumstances.

10. Submission format

10.1 The City is requesting proposals from Contractors who are both interested and capable of undertaking The Project. The onus is on the Contractor to show their knowledge, understanding and capacity to conduct the work outlined in this Request for Proposals. The responses will be assessed according to how well they assure the City of success in relation to the submission requirements. The detail and clarity of the written submission will be considered indicative of the respondent's expertise and competence.

10.2 The Proposal must include the following sections:

- a) Qualifications and Experience of Proponent;
 - Location of Office
 - Name of key contact person and their resume, including qualifications and experience
 - A brief resume indicating experience and qualifications of personnel that may be assigned to perform **Operational Fuel Management Treatments** and their roles.
 - Demonstration of working around trails is an asset.

- b) Demonstrated Success in Conducting **Fuel Management Treatments** for Similar Organizations;
 - Minimum of three references required, preferably local government or related agencies for which your company has provided similar service in the last five years. Provide organization and contact information.
- c) Methodology;
 - A statement of your understanding of the services to be performed and your ability and commitment to fulfill the responsibilities as described.
 - Details of proposed **Operational Fuel Management Treatments** methodology.
- d) Cost and Time Estimates;
 - A per hectare cost breakdown, by Treatment Unit, all-inclusive and maximum price for Services outlined in Section 7 and the attached **Fuel Management Prescription**.
 - Any additional costs or disbursement charges and fees.
 - An estimate of the total number of person hours required to complete the **Treatments**.
 - Hourly billing rates for each category of staff
 - Completed Contractor Bid Form (Appendix B)

11. Evaluation of Proposals

11.1 Evaluation Team: An evaluation team will evaluate proposals. By responding to this RFP Contractors agree to accept the recommendation of the Evaluation Team as to the successful Contractor and acknowledge and agree that the City makes the final decision.

11.2 The following are mandatory criteria for services required under this RFP. Proposals that do not meet the mandatory requirements will be rejected and returned to the respondent.

11.3

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)

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

Evaluation Criteria	Weight
Experience and Qualifications	40 points
Methodology	30 points
City's evaluation of value vs fee proposal	30 points
Maximum Total weighted Score	100 points

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

11.6 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.

11.7 Reference checks may also be conducted by the City.

11.8 Prior to Contract award, the Contractor must provide Confirmation of WorkSafe BC coverage. (See section 17 of this RFP). Confirmation of Required Insurance (See section 18 of this RFP). The successful Contractor may be required to purchase a City business license.

11.9 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.

11.10 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.

12. RFP Process

12.1 This RFP is not an agreement to purchase goods or services. The City is not obligated to select a Contractor or to proceed to negotiations for a Contract, or to award any Contract. As such, the City reserves the right to

unilaterally take the following actions, and shall not be liable for any such actions:

- a) accept a Proposal that deviates from the Requirements, Specifications or the conditions specified in this Proposal;
- b) accept a Proposal which is not the lowest cost Proposal;
- c) accept all or any part of a Proposal;
- d) amend the scope and description of the products and services to be procured as described in this RFP, and the qualifications that may be required to meet those requirements;
- e) assess the ability of the Contractor to perform the Contract and reject any Proposal where, in the City's sole estimation, the personnel and/or resources of the Contractor are deemed insufficient;
- f) cancel the RFP process and recommence in respect of the same RFP with the same or an amended set of documents, information and requirements;
- g) cancel the RFP process at any time and reject all submissions;
- h) not accept any Proposal in response to this RFP;
- i) reject a Proposal even if it is the only Proposal received by the City;
- j) reject any and all Proposals, including without limitation the lowest priced Proposal, even if the lowest priced Proposal conforms in all aspects with the RFP;
- k) reject or accept any or all Proposals at any time prior to execution of a Contract;
- l) reject Proposals which are incomplete, conditional or obscure or erasures or alterations of any kind, or
- m) split the Requirements between one or more Contractors.

12.2 The Contractor acknowledges and agrees that any RFP is in no way whatsoever an offer to enter into an agreement and submission of a Proposal by any Contractor does not in any way whatsoever create a binding agreement. The Contractor acknowledges that the City has no contractual obligations whatsoever arising out of the RFP process.

13. Negotiations

- 13.1 The award of the contract may be subject to negotiations with the Lead Contractor. Such negotiations include, but are not limited to, the following:
- a) changes or work refinements in the service requirements or scope of work proposed by the Lead Contractor;
 - b) price – if directly related to a change or refinement in the proposed scope of work proposed by the Lead Contractor;
 - c) specific contract details as deemed reasonable for negotiation by the City, and
 - d) structure of the Contractor team and participants

14. Working Agreement

- 14.1 The Successful Contractor will enter into a contract for services with the City based upon the information contained in this RFP and the Successful Contractor's Submission and any negotiated modifications thereto.
- 14.2 If a written contract cannot be negotiated within 30 (thirty) days of notification to the Lead Contractor, the City may, at its discretion at any time thereafter, terminate negotiations with the Lead Contractor and either enters into negotiations with the next qualified Contractor or cancel the RFP process and not enter into a contract with any Contractor.

15. Award of Contract

- 15.1 Award of a Contract is contingent on funds being approved and the contract award being made by the appropriate City authority.
- 15.2 No Contract will be formed, with any Contractor, until the Contract terms have been successfully negotiated between both parties (the City and the Successful Contractor). The City is not obligated to any Contractor in any manner until a purchase order is issued and an agreement has been signed by an authorized person to sign on behalf of the City.
- 15.3 The City's purchase order, the Proposal, the RFP and such other documents including all amendments or addenda, shall form the basis for the Contract between the Contractor and the City. In the event of a

conflict between any of the Contract Documents, the following documents will take precedence and govern over each other in the following order of priority from highest to lowest:

- a) The City's purchase order;
- b) Or any mutually agreed to amendments between the Contractor and the City;
- c) The Proposal; and
- d) The RFP and any subsequent addenda.

15.4 Where the head office of the Successful Contractor is located within the City and/or where the Successful Contractor is required to perform the Service at a site located within the City, the Successful Contractor should have a valid City business license prior to Contract execution.

15.5 The City is not under any obligation to award a Contract and may elect to terminate this RFP at any time.

16. Publication of the Results of this Request for Proposal

16.1 The City will inform all the applicants of the final result of the Request for Proposal.

17. Workers' Compensation

17.1 The successful Contractor shall abide by all provisions of the Workers Compensation Act of British Columbia and upon request by the City, supply proof that all assessments have been paid.

18. Insurance and Indemnification

18.1 The successful Contractor shall at its own expense obtain and maintain until the termination of the contract and provide the City with evidence of:

- a) Professional Liability: the Contractor shall carry insurance covering the work and services described in this Agreement. Such policy shall provide coverage for an amount not less than one million dollars (\$2,000,000).
- b) Comprehensive general liability insurance on an occurrence basis for an amount not less than two million dollars (\$2,000,000) and shall include the City as an additional insured with respect to the Contractor's operations,

acts and omissions relating to its obligations under this Agreement. Such policy to include non-owned automobile liability, personal injury, fire, broad form property damage, contractual liability, City's and contractors' protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses;

- c) Automobile liability insurance for an amount not less than one million dollars (\$1,000,000) on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the terms of this Agreement.

18.2 The policies shown above will not be cancelled or permitted to lapse unless the insurer notifies the City in writing at least thirty (30) days prior to the effective date of cancellation or expiry.

18.3 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.

19. General Terms of this Request for Proposal

19.1 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.

19.2 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.

19.3 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.

19.4 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.

- 19.5 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.
- 19.6 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.
- 19.7 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.
- 19.8 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.
- 19.9 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.
- 19.10 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.

19.11 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.

19.12 Only personnel listed in the successful proposal shall perform the work unless otherwise approved by the City.

19.13 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.

19.14 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.

19.15 All Proposals will remain confidential, subject to the Freedom of Information and Protection of Privacy Act of British Columbia.

20. Ownership of Proposals and Sole Use of Reports

20.1 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.

20.2 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.

21. Conflict of Interest

21.1 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.

21.2 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.

22. Confidentiality

22.1 Information about the City obtained by Contractors must not be disclosed unless prior written authorization is obtained from the City.

22.2 The Contractor agrees that this obligation of confidentiality will survive the termination of the Contract between the Contractor and the City.

23. Relationship of the Parties

23.1 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.

24. Information Disclaimer

24.1 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.

24.2 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.

24.3 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.

25. Freedom of Information and Protection of Privacy Act (BC)

- 25.1 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.

APPENDIX A: CONTRACTOR ACCEPTANCE FORM

We certify that we have read and understood the information provided in the RFP and all subsequent documentation. The information provided in our submission is accurate and we agree to be bound by the all conditions, statements and representations contained herein.

Failure to provide signatures below will result in immediate rejection of the proponent’s proposal. The person signing this RFP declares that they are duly authorized signing authority with the capacity to commit their firm/company to the conditions of this RFP.

Executed this _____ day of _____, 2024

Authorized Signature_____

Printed Name_____

Title/Position _____

Company Name _____

Address _____

Phone _____

Fax _____

Email_____

APPENDIX B – CONTRACTOR BID PRICE

Treatment Unit	Area (ha)	Rate (\$/ha)	Total Bid (\$)
Treatment Unit BC2	8.6		
Total			

Name of Firm Bidding: _____

Authorized Signature: _____