



# Invitation to Tender

100MH2009- 3116022, 100MH2009- 3116025A,  
100MH2009- 3116025B, 100MH2009- 3116026A,  
100MH2009- 3116026B

## (Site Preparation in the 100 Mile House Timber Supply Area)

### PACKAGE CONTENTS COVER SHEET

- ITT Notice
- Table of Contents
- Part A: Administration
- Part B: Requirements
- Part C: Attachments
  - BA Blackwell Specimen Contract and Schedules
  - ITT Receipt Confirmation Form
  - Draft FLTC document
  - Maps and Workplans

Date: November 13, 2009

File: \_\_\_\_\_

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#### ***Contractor Instructions:***

- 1. Please check to ensure that your package is complete.***
- 2. If a Receipt Confirmation Form is included in this package, please complete and return it immediately to ensure you receive any further information regarding this ITT.***

# ITT NOTICE



## Invitation To Tender (ITT) Mechanical Site Preparation/ FLTC- MPB Impacted Stands

B.A. Blackwell and Associates Ltd. (B.A. Blackwell) are forestry consultants with offices in North Vancouver and Williams Lake, B.C. B.A. Blackwell is under contract to the Ministry of Forests and Range as a Recipient Agreement holder for the Forests for Tomorrow (FFT) program

B.A. Blackwell invites sealed tenders from qualified contractors specializing in mechanical site preparation and mechanized harvest for five (5) Mechanical Site Preparation (MSP) and Forestry Licenses to Cut (FLTC) contracts in the 100 Mile House TSA:

### MSP Contract treatment areas (Min area):

- Contract 100MH2009- 3116022 (Bonaparte#2): **126.1** (max area = 141.1 ha.)
- Contract 100MH2009- 3116025A (Murphy2A): **35 ha.** (max area = 54.2 ha)
- Contract 100MH2009- 3116025B- (Murphy2B): **62.5 ha.** (max area = 98.8 ha)
- Contract 100MH2009- 3116026A- (Horse 2A): **105.8 ha.** (max area = 124.7 ha)
- Contract 100MH2009- 3116026B- (Horse 2B): **109.4 ha.** (max area = 160.7 ha)

Pursuant to section 4 of the Forestry License to Cut Regulation, the successful bidder who enters into the FFT MSP Contract can obtain a FLTC that authorizes the harvesting of timber and the manufacture and removal of wood chips or hog fuel from the contract area. In accordance with the B.A. Blackwell MSP Contract, timber and woody debris that the contractor is unable to utilize must be treated and left in a condition as specified.

### Forestry License to Cut (max areas):

Contract 100MH2009- 3116022- Estimated merchantable volume (interior close utilization): 15,000 cubic meters, more or less. Estimated biomass volume (min. 7.5dbh to 5.0cm top utilization): 18,000-20,000 cubic meters, more or less.

Contract 100MH2009-3116025A- Estimated merchantable volume (interior close utilization): 3,500 cubic meters, more or less. Estimated biomass volume (min. 7.5dbh to 5.0cm top utilization): 4,500 cubic meters, more or less.

Contract 100MH2009-3116025B- Estimated merchantable volume (interior close utilization): 2,000 cubic meters, more or less. Estimated biomass volume (min. 7.5dbh to 5.0cm top utilization): 3000 cubic meters, more or less.

Contract 100MH2009-3116026A- Estimated merchantable volume (interior close utilization): 3,500 cubic meters, more or less. Estimated biomass volume (min. 7.5dbh to 5.0cm top utilization): 4,500 cubic meters, more or less.

Contract 100MH2009-3116026B- Estimated merchantable volume (interior close utilization): 5,000 cubic meters, more or less. Estimated biomass volume (min. 7.5dbh to 5.0cm top utilization): 6,500 cubic meters, more or less.

The preceding volumes are estimated without timber cruising. Proponents are strongly advised to conduct a thorough field review to verify these estimates. B.A. Blackwell will not accept any responsibility or liability for losses occasioned to the Proponent, or other parties as a result of use of these estimates.

### **Stumpage:**

The Ministry of Forest and Range has determined that the stumpage rates will be \$1.20/m<sup>3</sup> for sawlog grades 1 and 2 that are removed in log form under the FLTC. The stumpage rate for dry grade 4 and grade 6 logs will be \$ 0.25/m<sup>3</sup> based on normal weight scaling procedures. Timber that is ground into hog fuel or chipped on the FLTC area will have an equivalent stumpage rate of \$ 0.25/m<sup>3</sup>. All stumpage rates will be fixed for the term of the FLTC and any extensions.

The successful bidder will have no liability for basic silviculture on the FLTC area. For openings where new road construction is required in order to harvest / treat the opening, the successful bidder must enter into a FLTC with the MOF prior to construction.

Contract Term: the B.A. Blackwell MSP contract must be completed by **March 15, 2010**.

### **Tender Process:**

The successful contractor will be required to operate in accordance with the *Forest Act*, the *Forest and Range Practices Act*, the *Wildfire Act* and any regulations or standards made under those Acts. Furthermore, the contractor will be required to operate in accordance with FFT standards and B.A. Blackwell operating procedures.

All tender information provided is subject to change. Any changes will be posted on this website at least seven (7) days before the closing date. It is the applicant's responsibility to revisit this website to stay apprised of any changes that may affect their bid. If you would like to automatically receive notification of any changes, please send an email request for any amendments to this project to [jeff.mcwilliams@telus.net](mailto:jeff.mcwilliams@telus.net). Additional materials may be distributed at the mandatory project viewing.

A mandatory field viewing will be held on **Tuesday, December 8<sup>th</sup> at 9:00 AM**. Interested contractors shall meet at the Interlakes Esso and Market, Highway 24 and Horse Lake road. Contact Jeff McWilliams (cellular phone: 604 351- 7710). This viewing will look at the treatment units and prescriptions. Those expecting to attend are asked to RSVP Jeff McWilliams by email ([jeff.mcwilliams@telus.net](mailto:jeff.mcwilliams@telus.net)) prior to December 4, 2009. This viewing will look at the treatment units and prescriptions. A review of the tender process will also occur. **Note: If you currently hold a MSP contract with BAB in the WL or 100 Mile TSA's, then the field viewing is not mandatory, however you must**

**register for the viewing so that we are aware of your bidding intentions and so that you can receive updated tender documents.**

Only those companies that are:

- in good standing with Worksafe BC;
- certified as B.C. Forest Safety Council SAFE Companies (as of the closing date);
- eligible to be awarded an FLTC by the 100 Mile House District Manager (under Section 81 of the Forest Act) and;
- able to demonstrate to B.A. Blackwell that they have the controls and capacity to be designated as the Prime Contractor,

are invited to submit Price Offers.

To avoid duplication and to ensure that all bidders are provided with consistent answers, all ITT related enquiries must be made only in writing to the following e-mail address: [jeff.mcwilliams@telus.net](mailto:jeff.mcwilliams@telus.net) .

These contracts are subject to available FFT funding. The company with the lowest bid or any bid may not necessarily be awarded a contract. There is no limit to the number of contracts that can be awarded to a Contractor. **Tenders require a Bid Deposit totaling 10% of the tendered value. For the successful bidder, this will then be retained as a contract Security Deposit.** The FLTC may require an additional deposit as a condition of the license. See the specimen B.A. Blackwell contract and FLTC document for further details.

**Signed copies of the Price Offer forms will be received no later than 4:00 pm, Thursday, December 17, 2009 at the address indicated below. E-mailed or faxed Price Offers will not be accepted.** Late Price Offers will not be accepted. Price Offers must be submitted in accordance with the terms and conditions specified in the information package.

BA Blackwell and Associates Limited  
#270- 18 Gostick Place  
North Vancouver, B.C., V7M 3G3  
<http://www.bablackwell.com/>  
Phone (604) 986- 8346

Attention: Rob Sandberg RPF  
[sandberg.rob@gmail.com](mailto:sandberg.rob@gmail.com)

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## **PART A: ADMINISTRATION**

### **1. GENERAL INFORMATION**

#### **1.1 Purpose**

The purpose of this Invitation To Tender (ITT) is to invite bids from interested and qualified parties (“proponents”) to complete the works described herein.

#### **1.2 Objectives**

- a) Ensure optimum and cost effective mechanized site preparation operations
- b) Implement the prescribed treatment requirements
- c) Ensure that during the course of operations that water and soil resources are protected
- d) Ensure safety and well-being of workers
- e) Ensure complete and accurate reports and records of project activities.
- f) Protect and promote value and quality of forest resources.

#### **1.3 Identification**

This Invitation to Tender includes:

- The ITT notice (the “Notice”);
- Part A: Administration (“Part A”);
- Part B: Requirements (“Part B”);
- Part C: Attachments (“Part C”).

A list of attachments is provided in the ITT Package Contents Cover Sheet. It is the responsibility of proponents to ensure that they have all the components of the ITT package, including all attachments and subsequent addenda.

References to the ITT in the Notice, in any Part, or in any attachment are references to the ITT in its entirety.

Proponents are advised to read the ITT thoroughly and respond appropriately to the entire ITT. An incomplete tender submission may be rejected.

#### **1.4 Changes to the ITT**

Changes by BA Blackwell to the ITT will be made in the form of written addenda or re-issued documents which will be available at least seven calendar days prior to the ITT closing date. All addenda shall be considered to be integral to the ITT and having the same effect as if part of the original ITT.

BA Blackwell will make every effort to distribute addenda to all registered or known proponents. However, it is solely the proponent’s responsibility to be aware of and familiarized with any addenda or supplementary information issued.

Proponents are advised to return the ITT Receipt Confirmation Form to BA Blackwell, if one has been included with this ITT, to ensure that they receive any changes to the ITT.

#### **1.6.1 Freedom of Information**

All tenders are subject to the disclosure provisions of the *Freedom of Information and Protection of Privacy Act*.

#### **1.7 Conflict of Interest**

Prospective proponents are not eligible to submit a tender if current or past corporate or other interests of the proponent, or of any of the proponent’s subcontractors to be engaged in this project, give rise, in the sole opinion of BA Blackwell, to a conflict of interest in connection with this project.

#### **1.8 Proponent Responsibility**

While BA Blackwell has made every effort to ensure an accurate representation of information in the ITT, proponents must conduct their own investigations into the material facts affecting the anticipated contract. Nothing in this ITT is intended to relieve a proponent from forming their own opinions and conclusions in respect of this ITT.

#### **1.9 Acceptance of Terms**

Tenders are submitted and accepted on the basis that proponents have read and agree to all the terms and conditions of this ITT. Tenders which include any condition or modification, or otherwise contradict any of the terms and conditions of this ITT will be as if not written and do not exist.

#### **1.10 Form of Agreement**

Included in this ITT is a pro forma, specimen contract that the successful proponent will be expected to enter into should a contract be awarded as a result of this ITT. An accepted tender will form part of this contract.

Proponent’s are cautioned to thoroughly review the specimen contract to ensure, before incurring the expense of proposal preparation, that they are capable of meeting all terms and conditions of the contract.

#### **1.11 Funding Limitation**

Notwithstanding any other provision of this ITT, the contract contemplated by this ITT and the financial obligations of BA Blackwell pursuant to that contract are subject to the availability of funds.

#### **1.12 Use of Invitation To Tender**

Any portion of this document, or any information supplied by BA Blackwell in relation to this ITT may not be used or disclosed, for any purpose other than for the submission of tenders. Without limiting the generality of the foregoing, by submission of a tender, the Proponent agrees to hold in confidence all

information supplied by BA Blackwell in relation to this ITT.

### **1.13 No Lobbying**

Proponents must not attempt to communicate directly or indirectly with any employee, contractor or representative of BA Blackwell, including the evaluation committee and any elected officials of BA Blackwell, or with members of the public or the media, about the project described in this ITT or otherwise in respect of the ITT, other than as expressly directed or permitted by BA Blackwell.

## **2. PREPARATION AND SUBMISSION**

### **2.1 Proponent's Conference**

A proponent's conference, if any, will be held at the time and in the location specified in the Notice. Tenders will not be accepted from proponents who do not attend a mandatory proponent's conference in its entirety.

At the conference, proponents may raise questions and seek clarification on any matters related to this ITT. While verbal questions will be permitted during the meeting, questions of a complex nature, or questions where a proponent requires anonymity, should be forwarded before the meeting in writing to the BA Blackwell Contact named in the Notice. Questions which cannot be answered by BA Blackwell at the meeting will be responded to in writing in an attachment to the meeting minutes.

Minutes of the meeting will be prepared and forwarded to each proponent in attendance at the conference, and, if the conference attendance is not mandatory, also to those proponents who have returned the ITT Receipt Confirmation Form, if one has been included with this ITT

### **2.2 Site Viewing**

A guided site tour, if any, will be held at the time and location specified in the Notice. Tenders will not be accepted from proponents who do not attend a mandatory site viewing in its entirety. Note: If you currently hold a MSP contract with BAB in the WL or 100 Mile TSA's, then the field viewing is not mandatory, however you must register for the viewing so that we are aware of your bidding intentions and so that you can receive updated tender documents.

### **2.3 Inquiries**

Inquiries must be directed only to the BA Blackwell Contact specified in the Notice. The BA Blackwell Contact may require that an inquiry be submitted in writing.

Inquiries and responses may be sent to all proponents at BA Blackwell's option.

Inquiries will not be received after the date and time, if any, indicated as the inquiry deadline in the ITT Notice.

### **2.4 Tender Outline**

All copies of the tender must conform to the tender outline provided in the attachment to this ITT. Failure to follow the prescribed outline may result in a reduction in evaluation points or may be cause for rejection. If alternative solutions are offered, submit the information in the same format using subheadings to identify alternatives.

### **2.5 Tender Price**

Proponents are solely responsible for their own expenses in preparing a tender, including expenses related to attending the proponent's conference, the site viewing, and to conducting negotiations with BA Blackwell, if any.

All prices provided in the proposal shall be in Canadian dollars and shall not be increased or decreased after the submission deadline, or during or after a presentation or interview, except as provided for in section 3.10.

BA Blackwell does pay the federal Goods and Services Tax (GST), but for purpose of bidding all tenders shall exclude GST.

BA Blackwell pays the provincial Social Services Tax (also known as the Provincial Sales Tax or PST) on certain goods and services. It is the proponent's responsibility to properly include the PST in the proposal price. Tendered prices are considered to be inclusive of all applicable taxes and duty.

Unless otherwise specified in Part B or C, bids on multi-year contracts are to be inclusive of inflation in future-year portions of the contract.

The tenders shall be submitted in a sealed envelope in the manner specified in Parts B and C of this ITT. Use the Price Offer form.

### **2.6 Cooperating Firms / Subcontractors**

Where two or more independent firms are cooperating in the submission of a tender, the tender shall be submitted in the name of one firm that shall be considered by BA Blackwell to be the prime contractor. Firms other than the prime contractor shall be identified in the tender as subcontractors. The tender response must identify all subcontractors, their qualifications, and their respective roles in the project.

Negotiations during tender evaluation, award and execution of the contract, and all contract payments shall be between BA Blackwell and the prime contractor.

### **2.7 Submission**

One signed and sealed (by a person with corporate signing authority) tender must be received at the location and before the time specified in the Notice.

Tenders must be submitted in a sealed envelope clearly marked with the name and address of the proponent and the words, "100MH2009- xxx Price Offer" on the envelope to the indicated BA Blackwell address.

Proponents are solely responsible for timely delivery of their tenders to the BA Blackwell location specified. Late bids will be rejected and/or returned unopened.

## 2.8 Revisions

Revisions to the tender may be made prior to the Closing Date. Revisions:

- must be submitted in writing and identify the firm and the proposal being revised;
- must be in accordance with all ITT requirements;
- should be submitted in a sealed envelope to the BA Blackwell address shown in the ITT Notice;
- if not in a sealed envelope or if submitted by facsimile or electronic transmission, any price revision should be stated in the form of an increase or decrease to the bid price by a specified value or unit, in words and figures, without disclosing the original price; and
- must be signed and submitted to the BA Blackwell Contact specified in the Notice and sent by an authorized official of the firm, preferably by the same person signing the original submission.

The proponent is solely responsible for the timely delivery of revisions. BA Blackwell will not accept responsibility for the lack of availability of a facsimile machine at the closing location or for systems or other problems that may affect an electronic submission.

## 2.9 Withdrawal

Unless specified in Part B as irrevocable, a tender may be withdrawn by submitting a written request to withdraw to the BA Blackwell Contact identified in the Notice. Facsimile or electronic transmission of a request to withdraw is acceptable. A tender withdrawn after the Closing Date cannot be resubmitted.

## 3. EVALUATION AND AWARD

### 3.1 Contract Award

Depending on the tenders submitted in response to this ITT, a contract will normally be negotiated and executed with the leading proponent (the "frontrunner") selected in accordance with the evaluation format contained in this ITT. The lowest priced or any proposal will not necessarily be accepted. Carefully review the Price Offer scoring methodology.

BA Blackwell reserves the right to:

- award portions of the project to different proponents through separate contracts;
- accept tenders in whole or in part, with or without negotiation;
- refuse award of the contract to a proponent BA Blackwell judges to be fully or over committed on other projects;
- refuse award of the contract to a proponent where, in BA Blackwell's sole opinion, the overall bid does not represent fair value;
- refuse award of the contract to a proponent where, in BA Blackwell's sole opinion, the tendered price is considered too low to properly perform the contract; and
- in the case of a sole tender being received, either:
  - a) cancel the ITT, return the tender unopened to the proponent, and re-solicit tenders for better response with or without any change being made to the ITT; or
  - b) open the tender without reference to the proponent, and, if such tender does not merit contract award under the terms and conditions of this ITT, cancel the ITT and re-solicit tenders with or without any change being made to the ITT.

The proponent will ensure that each member of the workforce who will perform the services in Canada under the contract is either a Canadian citizen, a permanent resident of Canada, or holds a valid employment visa from the Government of Canada.

### 3.2 Opening of Tenders

Tender opening and evaluation is not open to the public.

### 3.3 Mandatory Requirements

Proponents are cautioned to carefully read the mandatory requirements specified in the ITT and respond appropriately. A "mandatory" is an item of information that must be submitted as part of a tender as proof of eligibility, or may apply to required attendance at a site viewing or proponent's conference. **Tenders not meeting all mandatory requirements of the ITT will be rejected without further consideration.**

### 3.6 Clarification

At BA Blackwell's sole discretion, one or more proponents may be asked to provide additional clarification respecting their tenders, or to address areas where BA Blackwell clarifies its needs.

### 3.8 Frontrunner Notification

The frontrunner shall be notified in writing of his/her status. Where possible, verbal notification shall also be given.

### 3.9 Suitability of the Frontrunner

The frontrunner may be interviewed and/or BA Blackwell may conduct such independent reference checks or verifications as are deemed necessary by it, to clarify, test, or verify information contained in the tender submission and to confirm the suitability of the frontrunner. If the frontrunner is deemed unsuitable by BA Blackwell, or if the tender submission is found to contain errors, omissions or misrepresentations of a serious nature, the originally selected frontrunner may be rejected and another proponent selected as the frontrunner according to the evaluation format, or BA Blackwell may choose to terminate the ITT process and not enter into a contract with any of the proponents.

BA Blackwell may interview key persons to assess their scientific, technical or managerial abilities and to determine if they would be adequate for the proper performance of the proposed contract.

### 3.10 Negotiation with the Frontrunner

Negotiations may be held with the frontrunner including, but not limited to, matters such as:

- price, insofar as a change in price is directly associated with a change in the tender as a result of negotiations;
- changes in technical content;
- contract details;
- contract payment details; and
- expectations of the parties applicable to the service requirements.

If a written contract cannot be negotiated within seven days of notification to the frontrunner, BA Blackwell may terminate negotiations with that proponent and negotiate a contract agreement with another proponent selected as the frontrunner according to the evaluation procedure, or may choose to terminate the ITT process and not enter into a contract with any of the proponents.

BA Blackwell shall not be obligated in any manner to any proponent whatsoever until a written contract has been duly executed relating to an approved tender.

BA Blackwell reserves the right to modify the ITT at any time during the negotiation phase without notification to other proponents.

This contract requires a security deposits totaling 5% of the tendered value. See the specimen contract for further details.

### 3.11 Contract Execution

Following completion of negotiations, if any, or following the notification to a frontrunner of acceptance of his/her tender, BA Blackwell shall complete as appropriate the specimen contract attached to this ITT and forward the contract to the frontrunner for execution. BA Blackwell reserves the right to modify the contract as necessary to be commensurate with the tender submission or to recognize any new matter which may have arisen since the commencement of the ITT process.

The frontrunner must complete and return the contract within the time period specified in the letter forwarding the contract for signature. Failure to do so may result in cancellation of the award.

## 4. SUMMARY OF CAUSES FOR REJECTION OF A TENDER - PART A

A tender **will** be rejected for the following reasons:

1. failure to attend a mandatory proponent's conference or site viewing in its entirety;
2. failure to include a specified "mandatory";
3. the tender submission contains errors, omissions or misrepresentations which, in the sole opinion of BA Blackwell, are of a serious nature;
4. the proponent is deemed unsuitable by BA Blackwell;
5. in the sole opinion of BA Blackwell, a proponent conflict of interest exists in connection with the project;
6. a tender is submitted after the Closing Date;
7. unless otherwise provided for in Part B, a proposal is submitted via facsimile or electronic transmission; or
8. other reasons specified in Part B of the ITT.

A tender **may** be rejected for the following reasons:

1. failure to negotiate a contract with the frontrunner within seven days of notification;
2. failure to return a duly executed contract within the time specified in BA Blackwell forwarding letter;
3. failure to follow the required tender submission procedures;
4. the tender is incomplete;
5. the tender includes a condition contrary to the terms and conditions of the ITT;
6. technical/performance requirements specified in the ITT are not met;
7. the tender specifies a pricing or a basis of payment which differs from that specified in the ITT; or
8. other reasons specified in Part B of the ITT.

## ***PART B: REQUIREMENTS***

### ***1. INTRODUCTION/ BACKGROUND***

The Ministry of Forests and Range has issued Recipient Agreements to various companies throughout the province to carry out restoration work of stands damaged by the mountain pine beetle (MPB) and wildfires. This Invitation to Tender (ITT) deals with the mechanical site preparation/ harvest of stands (aged 20- 80 years) that have been severely impacted by the mountain pine beetle. The Recipient for this Timber Supply Area is B.A. Blackwell and Associates Ltd. The company is located in North Vancouver and Williams Lake, British Columbia. B.A. Blackwell will have staff and subcontractors implementing and managing this contract on its behalf.

### ***2. PROJECT DESCRIPTION***

The units identified in the ITT are either 20-40 year old managed stands of lodgepole pine (3116025 A, 3116026 A and B) or 40- 80 year old natural stands of lodgepole pine (3116022 and 3116025 B). The MPB has impacted the stands to various degrees. Some stands may have 60% of the pine affected while in others the pine infection rate is as high as 90%. These stands were surveyed as not satisfactorily restocked and therefore mechanical site preparation treatments have been prescribed. The units will be planted in spring 2010.

Access to these units is generally good however roads within the project areas may need to be upgraded. In some cases roads may need to be constructed in order to facilitate the utilization of the FLTC. Proponents will be responsible for minor up-grade, maintenance (including snow plowing, grading if required) and deactivation costs associated with the existing roads and of the construction and rehabilitation of temporary roads built according to the Work Plans (if an FLTC is utilized). B.A. Blackwell will provide road inspections and cost estimates at the viewing.

The per hectare bids are based on the Work Plans presented in this tender package. A price for the overflow area must be provided. Due to the unavailability of cultural heritage assessments and archaeological reports at this time and the desire to remove some areas as controls, deletions from some to all blocks may occur. If so, at least the total area removed will be replaced with a similar area from the overflow block(s). In this way bidders can be assured of a total minimum area for the contract(s). The minimum contract areas are as follows:

- Contract 100MH2009- 3116022 (Bonaparte#2): **126.1** (max area = 141.1 ha.)
- Contract 100MH2009- 3116025A (Murphy 2A): **35 ha.** (max area = 54.2 ha)
- Contract 100MH2009- 3116025B- (Murphy 2B): **62.5 ha.** (max area = 98.8 ha)
- Contract 100MH2009- 3116026A- (Horse 2A): **105.8 ha.** (max area = 124.7 ha)
- Contract 100MH2009- 3116026B- (Horse 2B): **109.4 ha.** (max area = 160.7 ha)

On the other hand, bidders should expect the contract(s) could include up to the maximum area including all of the overflow areas. The contract(s) will be awarded based on the lowest total bid price including the overflow areas.

Contract activity:

Mechanical Site Preparation	<ul style="list-style-type: none"> <li>• Cutting and delimiting/ slashing or mulching of 75- 90% (3116025A and 3116026A and B) or 50-90% (3116022 and 3116025B) of the dead and diseased overstory pine trees and spruce while minimizing damage to overstory aspen and Douglas- fir and understory Douglas-fir spruce, trees.</li> <li>• Danger tree falling</li> <li>• Piling and burning</li> </ul>
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### Project Hazards:

This section is intended to convey information about hazards in and around the contract area that have been encountered by Blackwell and its contractors in similar projects. In accordance with Section 119 of the WCB Act, Blackwell is obligated to identify and make known any safety hazards the Contractor might encounter. These hazards may also require the Contractor to develop or update its written safe work practices for its workers.

#### ***The following are known hazards:***

*Steep slopes that limit equipment operations, old unstable skid road side cuts. Flying or falling debris while harvesting, timber falling, timber mulching, road construction, road deactivation. Non-maintained roads, unmarked roads, non- radio controlled roads, active hauling, industrial vehicular traffic, recreational traffic, danger trees along road and within work areas, falling tree tops and branches, piling and burning, wildlife, brush conditions that could lead to eye injury, hunters, adverse weather conditions.*

The Contractor must conduct, record and maintain work place hazard assessments at all work sites and update its Safety Program and procedures accordingly as required by WCB. It is the responsibility of the Contractor to assess and remove danger trees as they affect the safety of workers on the worksite. The Contractor must have demonstrated controls and capacity to be designated as the Prime Contractor.

#### **To be included in Contract Schedule A- Contractor Work:**

The contractor will be required to make the following arrangements:

1. The Contractor is expected to use equipment that is reliable, well maintained and capable of completing the work in a safe and environmentally sensitive manner. All equipment must have standard forestry guarding and be not greater than 10 years old (avoids break downs, spills, soil churning from older drive systems). Otherwise the choice of equipment type, size and specifications is left to the contractor provided that the conditions in the Contract and Work Plans can be achieved.

### **3. TIMING, MAJOR MILESTONES, AND REPORTING REQUIREMENTS**

All work is to **commence by January 11, 2009** at the latest and must be **completed by March 15, 2010**. This Contract will not be extended beyond that date and may result in a loss of the security deposit.

The Contractor must maintain an **average production level of 2.5 hectares per day (3.0 ha. per day in 3116022)**.

The Contractor is expected to report all safety and environmental incidences to B.A. Blackwell within 24 hours of the occurrence.

#### **4. REQUIRED OUTPUTS/DELIVERABLES**

Mechanical Site Preparation on the openings and areas indicated in the Price Offer as per the approved Workplan and contract schedules.

#### **5. PROPONENT QUALIFICATIONS AND MANDATORIES**

The Proponent,

1. must be Safe Certified by the B.C. Forest Safety Council;
2. must have demonstrated controls and capacity to be designated as the Prime Contractor;
3. must be in good standing with WCB;
4. must provide evidence, to the satisfaction of BA Blackwell, that they have a documented and a functioning Safety Program that it is in full compliance with WCB requirements;
5. must have 3 or more years experience in either of the following:
  - mechanical site preparation using excavator-based machinery for silvicultural purposes (e.g., mounding, piling, brush rake, etc.) or,
  - use of mechanical harvesting equipment including a feller-buncher or feller-processor for selective and/or partial harvesting.
6. must have carried out a similar work in British Columbia;
7. must have the equipment capable of meeting the contract requirements;
8. must use equipment that is structurally sound and properly maintained in order to ensure production targets, maintain a safe work environment for the operator and supervisors, and protection of the environment;
9. must be eligible to enter into a FLTC agreement with the MOFR;
10. must not have failed a contract (list the contracts you held for the last 2 years and the contact name and phone number of each of them for verification purposes), and;
11. must have existed for more that 5 years.

#### **6. BA BLACKWELL RESPONSIBILITIES**

BA Blackwell will:

- Provide the ITT Price Offer Form on which the contractor will place their bid. This form will be placed in a sealed envelope.
- Upon entering into an agreement, BA Blackwell shall notify the Contractor of the names of BA Blackwell's representative assigned to the respective geographic areas of work.
- A pre-work conference will be conducted with the successful proponent prior to the commencement of work.
- Provide copies of maps and treatment prescriptions.

#### **7. AVAILABLE FUNDS**

Despite any other provision of this agreement, the obligation for payment of money by BA Blackwell to the Contractor, pursuant to this agreement, is subject to:

- a. The Legislative Assembly of the Province of British Columbia having provided sufficient funds to enable BA Blackwell, in any fiscal year or part thereof, to make payment pursuant to this agreement when it is due: and,

- b. Treasury Board not having controlled or limited expenditure of any funds referred to in subparagraph (a)

## **8. CONTRACT PRICING AND PAYMENT**

The price paid for work will be at the rate specified in Schedule A. The total payment will be determined by using Schedule H of the Contract. The schedule of payment will be as determined at the pre-work. There will be up to 20% holdback on all work completed and approved.

## **9. TRAVEL AND OTHER OUT-OF-POCKET CONTRACTOR EXPENSES**

There will be no payment for travel and other out of pocket contractor's expenses. All cost must be included in the bid price.

## **10. OTHER TERMS AND CONDITIONS**

Refer to contract Schedules A, B, C, D, and H

## **11. SUMMARY OF CAUSES FOR REJECTION OF A PROPOSAL - PART B**

- As specified above in Part A Section 4 Summary of Causes for rejection of a tender.
- Tenders not meeting all administrative and project mandatory requirements of the ITT as stated in Part C – attachments, will be rejected without further consideration.
- Not attending the mandatory Proponents conference and the mandatory site viewing in its entirety.
- Failure to meet the minimum requirements of the ITT.
- The tender contains errors, omissions, or misrepresentations that, in the sole opinion of BA Blackwell, are of a serious nature.
- A tender is submitted after the closing date and time.

## **PART C: ATTACHMENTS**

- Price Offer
- ITT Response Confirmation Form
- Work Plans and maps for each opening
- MOFR FFT MSP standards document- April 1, 2007
- MOFR FLTC Document
- BA Blackwell sample contract and schedules
  - Schedule A- Work
  - Schedule B- Rates
  - Schedule C- Personnel

- Schedule D- Data exchange agreement
- Schedule H- MSP and Harvesting
- Schedule I - Signage

**PRICE OFFER**

Contract: 100MH2009-3116022 (Bonaparte Lake)

Proponents are requested to provide tenders for the following Units:

**100MH TSA MSP Tender Offer Sheet (shaded areas are for internal use only)**

Opening ID/ TU	Description of Work	A Estimated Net Treatment Area (ha)	B Price per Ha (excluding GST)	C Total Cost per Opening (excluding GST)  C= A x B	
92P027-57	Cutting timber, piling slash, mulching, danger tree removal	93.7			
	Burning piles	93.7			
92P027-40	Cutting timber, piling slash, mulching, danger tree removal	32.4			
	Burning piles	32.4			
92P027-40 Overflow	Cutting timber, piling slash, mulching, danger tree removal	15.0			
	Burning piles	15.0			
<b>*Total Bid Price</b>		<b>141.1</b>			
<b>*Minimum area for contract is 126.1 ha</b>					

If the Proponent believes that the value of the timber which could be removed under the FLTC will provide sufficient value to offset the cost of the MSP treatments, the proponent should indicate a Total Bid Price of \$0.00 and indicate a lump sum bonus offer which the proponent is willing to pay the Ministry of Forests and Range prior to entering the FLTC agreement.

Stumpage Bonus Offer: \_\_\_\_\_

**Proof of Work Experience**

(>=3 years of mechanical site preparation using excavator-based machinery for silvicultural purposes (e.g., mounding, piling, brush rake, etc.) or use of mechanical harvesting equipment including a feller-buncher or feller-processor for selective and/or partial harvesting)

Dates	Organization Work Done For	Nature of Work Performed

**References:**

Reference #	Name and Organization	Phone #
1		
2		
3		

**NOTES:**

- Area is based on the horizontal measure and is subject to final measurement (GPS or GIS) of the unit or treated area.
- Permanent (PAS) or Temporary access structure (TAS) construction and rehabilitation is responsibility of the contractor. PAS and TAS can only be built if an FLTC is awarded.
- Required road maintenance (including snow plowing, grading and deactivation) for existing Road Permits and Forest Service Roads is the responsibility of the contractor. We will provide road inspections and cost estimates at the viewing.

I have read and understand all of the information provided by BA Blackwell regarding this ITT.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Note: Provide all information as required by Parts A and B of the ITT.

**PRICE OFFER**

Contract: 100MH2009-3116026 (Horse Lake A)

Proponents are requested to provide tenders for the following Units:

**100MH TSA MSP Tender Offer Sheet (shaded areas are for internal use only)**

Opening ID/ TU	Description of Work	A Estimated Net Treatment Area (ha)	B Price per Ha (excluding GST)	C Total Cost per Opening (excluding GST)  C= A x B	
092P066-1	Cutting timber, piling slash, mulching, danger tree removal	67.8			
	Burning piles	67.8			
092P066-13	Cutting timber, piling slash, mulching, danger tree removal	38.0			
	Burning piles	38.0			
092P066-14 Overflow	Cutting timber, piling slash, mulching, danger tree removal	18.9			
	Burning piles	18.9			
<b>*Total Bid Price</b>		<b>124.7</b>			
<b>*Minimum area for contract is 105.8 ha</b>					

If the Proponent believes that the value of the timber which could be removed under the FLTC will provide sufficient value to offset the cost of the MSP treatments, the proponent should indicate a Total Bid Price of \$0.00 and indicate a lump sum bonus offer which the proponent is willing to pay the Ministry of Forests and Range prior to entering the FLTC agreement.

Stumpage Bonus Offer: \_\_\_\_\_

**Proof of Work Experience**

(>=3 years of mechanical site preparation using excavator-based machinery for silvicultural purposes (e.g., mounding, piling, brush rake, etc.) or use of mechanical harvesting equipment including a feller-buncher or feller-processor for selective and/or partial harvesting)

Dates	Organization Work Done For	Nature of Work Performed

**References:**

Reference #	Name and Organization	Phone #
1		
2		
3		

**NOTES:**

- Area is based on the horizontal measure and is subject to final measurement (GPS or GIS) of the unit or treated area.
- Required road maintenance (including snow plowing, grading and deactivation) for existing Road Permits and Forest Service Roads is the responsibility of the contractor. We will provide road inspections and cost estimates at the viewing.

I have read and understand all of the information provided by BA Blackwell regarding this ITT.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Note: Provide all information as required by Parts A and B of the ITT.

Contract: 100MH2009-3116026 (Horse Lake B)

Proponents are requested to provide tenders for the following Units:

**100MH TSA MSP Tender Offer Sheet (shaded areas are for internal use only)**

Opening ID/ TU	Description of Work	A	B	C	
		Estimated Net Treatment Area (ha)	Price per Ha (excluding GST)	Total Cost per Opening (excluding GST)	
				C= A x B	
092P067-1	Cutting timber, piling slash, mulching, danger tree removal	29.7			
	Burning piles	29.7			
092P067-3	Cutting timber, piling slash, mulching, danger tree removal	34.8			
	Burning piles	34.8			
092P056-8	Cutting timber, piling slash, mulching, danger tree removal	20.8			
	Burning piles	20.8			
092P056-9	Cutting timber, piling slash, mulching, danger tree removal	24.1			
	Burning piles	24.1			
092P066-4 Overflow	Cutting timber, piling slash, mulching, danger tree removal	29.8			
	Burning piles	29.8			
092P066-6 Overflow	Cutting timber, piling slash, mulching, danger tree removal	21.5			
	Burning piles	21.5			
<b>*Total Bid Price</b>		<b>160.7</b>			
<b>*Minimum area for contract is 109.4 ha</b>					

**Note: MSP Treatment on Horse Lake B contract can't begin until Jan 15<sup>th</sup>.**

If the Proponent believes that the value of the timber which could be removed under the FLTC will provide sufficient value to offset the cost of the MSP treatments, the proponent should indicate a Total Bid Price of \$0.00 and indicate a lump sum bonus offer which the proponent is willing to pay the Ministry of Forests and Range prior to entering the FLTC agreement.

Stumpage Bonus Offer: \_\_\_\_\_

**Proof of Work Experience**

(>=3 years of mechanical site preparation using excavator-based machinery for silvicultural purposes (e.g., mounding, piling, brush rake, etc.) or use of mechanical harvesting equipment including a feller-buncher or feller-processor for selective and/or partial harvesting)

Dates	Organization Work Done For	Nature of Work Performed

**References:**

Reference #	Name and Organization	Phone #
1		
2		
3		

**NOTES:**

- Area is based on the horizontal measure and is subject to final measurement (GPS or GIS) of the unit or treated area.
- Required road maintenance (including snow plowing, grading and deactivation) for existing Road Permits and Forest Service Roads is the responsibility of the contractor. We will provide road inspections and cost estimates at the viewing.

I have read and understand all of the information provided by BA Blackwell regarding this ITT.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Note: Provide all information as required by Parts A and B of the ITT.

**PRICE OFFER**

Contract: 100MH2009-3116025 (Murphy Lake A)

Proponents are requested to provide tenders for the following Units:

**100MH TSA MSP Tender Offer Sheet (shaded areas are for internal use only)**

Opening ID/ TU	Description of Work	A Estimated Net Treatment Area (ha)	B Price per Ha (excluding GST)	C Total Cost per Opening (excluding GST)  C= A x B	
092P094-35	Cutting timber, piling slash, mulching, danger tree removal	30.2			
	Burning piles	30.2			
093A004-3	Cutting timber, piling slash, mulching, danger tree removal	10.5			
	Burning piles	10.5			
093A004-4	Cutting timber, piling slash, mulching, danger tree removal	11.8			
	Burning piles	11.8			
093A004-5	Cutting timber, piling slash, mulching, danger tree removal	10.0			
	Burning piles	10.0			
092P095-5 overflow	Cutting timber, piling slash, mulching, danger tree removal	36.3			
	Burning piles	36.3			
<b>*Total Bid Price</b>		<b>98.8</b>			
<b>*Minimum area for contract is 62.5 ha</b>					

**Note: If applicable, MSP treatments on opening 92P095-5 (overflow) can't begin until after Jan 15<sup>th</sup>, 2009.**

If the Proponent believes that the value of the timber which could be removed under the FLTC will provide sufficient value to offset the cost of the MSP treatments, the proponent should indicate a Total Bid Price of \$0.00 and indicate a lump sum bonus offer which the proponent is willing to pay the Ministry of Forests and Range prior to entering the FLTC agreement.

Stumpage Bonus Offer: \_\_\_\_\_

**Proof of Work Experience**

(>=3 years of mechanical site preparation using excavator-based machinery for silvicultural purposes (e.g., mounding, piling, brush rake, etc.) or use of mechanical harvesting equipment including a feller-buncher or feller-processor for selective and/or partial harvesting)

Dates	Organization Work Done For	Nature of Work Performed

**References:**

Reference #	Name and Organization	Phone #
1		
2		
3		

**NOTES:**

- Area is based on the horizontal measure and is subject to final measurement (GPS or GIS) of the unit or treated area.
- Required road maintenance (including snow plowing, grading and deactivation) for existing Road Permits and Forest Service Roads is the responsibility of the contractor. We will provide road inspections and cost estimates at the viewing.

I have read and understand all of the information provided by BA Blackwell regarding this ITT.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Note: Provide all information as required by Parts A and B of the ITT.

**PRICE OFFER**

Contract: 100MH2009-3116025 (Murphy Lake B)

Proponents are requested to provide tenders for the following Units:

**100MH TSA MSP Tender Offer Sheet (shaded areas are for internal use only)**

Opening ID/ TU	Description of Work	A Estimated Net Treatment Area (ha)	B Price per Ha (excluding GST)	C Total Cost per Opening (excluding GST)  C= A x B	
093A005-27	Cutting timber, piling slash, mulching, danger tree removal	35.0			
	Burning piles	35.0			
093A005-27 Overflow	Cutting timber, piling slash, mulching, danger tree removal	19.2			
	Burning piles	19.2			
<b>*Total Bid Price</b>		<b>54.2</b>			
<b>*Minimum area for contract is 35.0 ha</b>					

**Note: MSP Treatments on opening 93A005-27 can't begin until after Jan 15<sup>th</sup>, 2009.**

If the Proponent believes that the value of the timber which could be removed under the FLTC will provide sufficient value to offset the cost of the MSP treatments, the proponent should indicate a Total Bid Price of \$0.00 and indicate a lump sum bonus offer which the proponent is willing to pay the Ministry of Forests and Range prior to entering the FLTC agreement.

Stumpage Bonus Offer: \_\_\_\_\_

**Proof of Work Experience**

(>=3 years of mechanical site preparation using excavator-based machinery for silvicultural purposes (e.g., mounding, piling, brush rake, etc.) or use of mechanical harvesting equipment including a feller-buncher or feller-processor for selective and/or partial harvesting)

Dates	Organization Work Done For	Nature of Work Performed

**References:**

Reference #	Name and Organization	Phone #
1		
2		
3		

**NOTES:**

- Area is based on the horizontal measure and is subject to final measurement (GPS or GIS) of the unit or treated area.
- Required road maintenance (including snow plowing, grading and deactivation) for existing Road Permits and Forest Service Roads is the responsibility of the contractor. We will provide road inspections and cost estimates at the viewing.

I have read and understand all of the information provided by BA Blackwell regarding this ITT.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Note: Provide all information as required by Parts A and B of the ITT.

**PRICE OFFER****ITT RECEIPT CONFIRMATION FORM**

**(100MH2009-3116022, 3116025, 3116026A, 3116026B)**

**Please complete this form and return IMMEDIATELY to:**

NAME: ROB SANDBERG  
 OFFICE:  
 ADDRESS: 270- 18 GOSTICK PLACE  
 NORTH VANCOUVER, B.C.  
 V7M 3G3  
 FACSIMILE:/ PHONE FAX (604) 986- 8246, (P) (604) 986- 8346

***Contractor Instructions:***

***Please complete the information required below and return this form to the above address. Failure to return this form may result in no further communication regarding this ITT.***

***Refer to the ITT Notice to determine if a proponent's conference or a site viewing has been scheduled. Failure to attend a mandatory proponent's conference or a mandatory site viewing will result in a proponent's disqualification.***

COMPANY NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 CONTACT PERSON: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 PHONE NUMBER: \_\_\_\_\_  
 FACSIMILE NO. \_\_\_\_\_  
 EMAIL \_\_\_\_\_

**I/we have received a copy of the above-noted ITT and:** (check appropriate response)

- will be attending the proponent's conference. Number of persons attending: \_\_\_\_\_
- will be attending the site viewing. Number of persons attending: \_\_\_\_\_
- will not be submitting a proposal.

SIGNATURE: \_\_\_\_\_ PRINT NAME \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 DATE: \_\_\_\_\_