

DISTRICT OF MACKENZIE



REQUEST FOR PROPOSAL

RFP No. DOM-22-08
Wildfire Treatments CRI 2022

Issue Date: October 19, 2022
Closing Date: 4:00 pm – November 9, 2022

District of Mackenzie
Bag 340
Mackenzie, B.C. V0J 2C0
Attn: Ian LeBlanc, Wildfire Project Coordinator

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Introduction

The District invites qualified and experienced firms to submit a proposal for operational wildfire fuel reduction treatments to achieve the targets and objectives of the "Fuel Management Prescription (FMP), District of Mackenzie Fuel Management Prescription and John Dahl Park Demonstration Fuel Management Prescription. Proponents are invited to submit proposals as per the requirements of this request. All aspects of the FMP must be adhered to.

The District is not necessarily interested in obtaining the lowest price for this work. The quality of the service, relevant experience, schedule, methodology, equipment and resources to be used, safety, use of local resources and other factors will be taken into consideration in the evaluation of proposals received. **Award of this contract is subject to tenure and funding approval.**

Proponents are required to attend a mandatory site viewing on October 27, 2022 10:00 am. The site viewing will commence from the Little Mac Ski Hill at the end of Laurier Drive in Mackenzie.

Definitions

The following terms will apply to all Proposals related to this Request for Proposal.

- 1.1. "Contract" means the written agreement resulting from this Request for Proposal, if any, in accordance with this Request for Proposal.
- 1.2. "Proponent" means the person submitting a proposal.
- 1.3. "Proposal" means a submission in response to this Request for Proposals.
- 1.4. "RFP" means this Request for Proposal.
- 1.5. "FMP" means the District of Mackenzie Fuel Management Prescription & John Dahl Park Demonstration Fuel Management Prescription.
- 1.6. "TU" means Treatment Unit.
- 1.7. "the District" means the District of Mackenzie.
- 1.8. "WPC" means Wildfire Project Coordinator.
- 1.9. "MWAC" means Mackenzie Wildfire Advisory Committee.

- 1.10. "CWPP" means Community Wildfire Protection Plan.
- 1.11. "must", "shall" or "mandatory" means a requirement that must be met for the proposal to receive consideration;
- 1.12. "should" or "desirable" means a requirement having a significant degree of importance to the objective of the request for proposals, but which the District would strongly prefer to be fulfilled, and which the District may in its sole discretion elect to treat the failure to fulfill as a grounds for rejection of a Proposal.

Project Description

Purpose and Objectives

The purpose of this project is to carry out operational fuel treatment activities prescribed in the District of Mackenzie's FMP's Appendix C. The successful proponent will be responsible for all aspects necessary to carry out all phases of the treatment as per the FMP's, including but not limited to the following:

- a. Thinning from below (i.e., remove suppressed, intermediate trees and select overstory trees) to reduce ladder fuels, crown bulk density, and ultimately reduce the risk of crown fire;
- b. Removal of ladder fuels via thin from below methods.
- c. Retention of dominant and co-dominant canopy trees to a threshold that maintains a cool and moist understory microclimate, where appropriate, while reducing wildfire behavior intensity.
- d. Reduce fine surface fuel loading and flammable understory vegetation to reduce surface fire intensity and rate of spread.
- e. Decking of fibre at landings or designated areas (sawlog, pulp wood and hog fuel). The fibre will remain the property of the District. Disposal of debris created from the processing of fibre at landings or designated areas will be the District's responsibility.
- f. Management of debris created during operations. Burning of debris must follow the FMP guidelines in the section "Debris Disposal-Burning and Smoke". Fibre recovery is important to the community of Mackenzie. Burning is permitted following the guidelines but where feasible, forwarding of the fibre to designated areas for removal is preferred.

- g. Ensuring prescription targets are met, a quality program must be implemented with plot data to be collected and provided to the WPC by a qualified person on an ongoing basis. A summary of the plot data collected to be submitted at project completion including plot location maps. Final inspection will be conducted by a qualified Forest Professional.
- h. Provide access sufficient to carry out treatment and removal of fibre generated from the treatment activities. This may include sections of new construction. Maintain the access and enter into road use agreement with other road users as necessary. All access trails and landings must be confirmed in the field, modified if necessary, and approved by WPC prior to construction or use.
- i. Take the necessary measures to comply with the guidelines for operating near roads, highways, homes, powerlines and pipelines.
- j. Contacting BC Hydro to complete a Logging Near Powerlines Form and possibly require a Certified Utility Arborist present on site while working near powerlines.
- k. Develop a traffic management plan for operating along public roads and trails. Control of vehicle (car, ATV, motor bike, etc.) traffic in and around the vicinity of fuel treatment operations.

Where mechanical treatments are used Proponents will have to consider site conditions, types of equipment and possibly season of treatment to protect the root systems of retained stems and soil properties. To successfully achieve the targets for fuel reduction it is expected that areas of mechanical treatment will also have a component of manual treatment associated with them. Debris can be accumulated mechanically to the extent that allowable soil disturbance is not exceeded, root integrity of retained stems is not unduly compromised and resulting debris piles will not result in damage to retained stems if subsequently burned.

Note:

- a. The treatment areas encompass public trails that are well used year round for walking, skiing, snowshoeing and mountain biking. Traffic on some of these trails will be permitted but overall due care will need to be taken to minimize undue disturbance to these community assets. Explicit consideration for operating around these features is encouraged in proposals. The trails must be returned to their original state following treatment operations.
- b. Treatment areas are adjacent to private property and in close proximity to residential homes. Operating times will have to take this into account for startup and shut down times.

Invoicing & Payments

Invoices for each Treatment Unit will be submitted as follows:

- a. The Proponent may submit invoices for areas where treatments are complete. Where treatments require two or more phases, as in the case of winter mechanical treatment with a secondary debris removal treatment in snow free conditions, invoicing will reflect the pricing for the particular phase.
- b. Prior to invoicing the Proponent and Wildfire Project Coordinator will assess and agree upon the completed areas.
- c. Invoices will be accompanied by a map detailing the location of the completed areas, indicating the relevant completed phases including Quality Plot Data.
- d. Invoices **must** include number of person-days or hours associated with the work being invoiced.
- e. All payments are subject to a 10% holdback to be paid out upon satisfactory completion of all phases of work per Treatment Unit.
- f. This work is funded by Community Resiliency Investment (CRI) and all completed work is subject to technical review and approval by the funding agency.

Insurance Requirements

The successful proponent must supply the following information prior to commencement of the contract:

- a. A copy of the current Corporate Safety Manual.
- b. Verification that the company is registered and in good standing with WorkSafe BC.
- c. A copy of the company Commercial General Liability Insurance providing for an inclusive limit of not less than five million dollars (\$5,000,000) and must be willing to name the District of Mackenzie as an additional insured.

- d. Proof of Fire Fighting Expense Endorsement to the Commercial General Liability Insurance providing coverage not less than five million dollars (\$5,000,000) during the fire season and coverage not less than five hundred thousand dollars (\$500,000 outside fire season, after November 1 and before March 1).
- e. A copy of Automobile Insurance providing third party liability coverage not less than two million dollars (\$2,000,000.00) each occurrence, all-inclusive on owned, non-owned, or hired vehicles.
- f. Proof of Safe Company Certification (BC Forest Safety Council).

Timeline

The following timeline is an estimate and may be adjusted at the District of Mackenzie' s discretion any time during this procurement process.

Distribution of RFP	October 19, 2022
Mandatory Site Viewing	October 27, 2022
Deadline for Questions Submitted by Email	4:00 pm November 2, 2022
RFP Submission Deadline	4:00 pm November 9, 2022
Target Notification to Successful Proponent	November 15, 2022
Treatment Completion Date for TU-1 Demo	December 20, 2022
Contract Completion Date for TU's 1 to 3	October 20, 2023

Proposals

- a. The Proponent shall complete and submit the following documents with the Proposal submission:
 - Background information on Proponent including experience and qualifications in the industry, three references including contact information, and proof of SAFE Company certification.
 - Appendix A - Proponent Information and Agreement Form.
 - Detailed description of Proponent's Execution Plan including but not limited to operational methods, schedule, quality program, equipment to be used, options to integrate local resources, measures to protect existing values.
 - Appendix B - Fixed Price Offer Plan.
 - Optional – Additional information relevant to the proposed methodology.

- b. Prices must be quoted:
- In Canadian dollars.
 - Inclusive of PST if applicable.
 - Goods and Services Tax (GST) should be shown as a separate line item.

Sub-Contracting

- a. The Proponent should fully disclose all proposed subcontracting of any of the required services.
- b. Using a sub-contractor is acceptable provided the Proponent remains the Prime Contractor. This includes a joint submission by two Proponents having no formal corporate links. However, in this case, one of these Proponents must be identified as the Prime Contractor and take overall responsibility for successful completion of all phases of the project and this must be defined in the Proposal.
- c. Sub-contracting to any firm or individual whose current or past corporate or other interests may, in the District's opinion give rise to a conflict of interest in connection with this project will not be permitted, and a Proposal may be rejected on this basis in the District's absolute and unfettered discretion. This includes, but is not limited to, any firm or individual involved in the preparation of this Request for Proposal.

Addenda & Questions

- a. Proponents are advised that all subsequent information regarding this RFP, including any addenda, will be distributed on BC Bid and on the District's webpage. Notification will not automatically be sent to all Proponents. It is the responsibility of all Proponents to check for addenda, which may be posted at any time up to closing time, prior to submitting their Proposal. All addenda should be acknowledged in the Proponent Information and Agreement Form.
- b. To clarify any issues in this RFP, the District of Mackenzie will respond only to questions that are presented through e-mail. Questions should be submitted to the District's Wildfire Project Coordinator **Ian LeBlanc** at wpc@mlmcf.ca Telephone questions will not be accepted.
- c. All questions must be received by **November 2, 2022, 4:00 pm**.
- d. All questions and answers will be in a Q&A document which will be posted on BC Bid and on the District of Mackenzie website at www.districtofmackenzie.ca with the RFP documents on or after **November 2, 2022**. This will be the only distribution method for the Q&A documents.

- e. The District reserves the right to seek clarification from the Proponent regarding a proposal, to assist in making evaluations. The Proponent should submit a name and telephone number of a person the District may contact regarding any questions or clarifications relating to the Proponent's submission to the Request for Proposals.

Submitting Your Proposal

Submission & Deadline

- a. Proposal submissions should be titled "**DOM-22-08 - Wildfire Treatments 2022**" in the subject line.
- b. Completed Proposals must be received by email to:

Ian LeBlanc
Wildfire Project Coordinator

Email: wpc@mlmcf.ca

- c. The deadline for receipt of complete Proposals is **4:00 pm Pacific Standard Time, on November 9, 2022**. Late Proposals will not be accepted and will be returned to the Proponent.

Proponent & District Responsibilities

- a. It is the responsibility of Proponents to ensure compliance with all requirements and deadlines. It is the responsibility of Proponents to ensure delivery of all required response material. Proposals which are not in compliance with the RFP requirements may be rejected.
- b. The District of Mackenzie assumes no responsibility for technological or logistical issues in delivering Proponent responses.
- c. All costs of preparation and presentation associated with a response to this RFP will be the responsibility of the Proponent.
- d. Proponents may be asked to make a presentation before the District if selected as a finalist.
- e. The District reserves the right to enter into a contract with a Proponent for all, part, or none of the service or products that are the subject of this RFP.
- f. Submission of a Proposal in response to this RFP indicates the Proponent's acceptance of the terms and conditions contained within the RFP.

- g. Proponents who have obtained the RFP electronically must not alter any portion of the document, with the exception of adding the information requested. To do so will invalidate the Proposal.

Alternate Proposals & Changes to Proposal Wording

- a. If an alternate solution is offered, the information should be submitted in a separate document.
- b. The Proponent will not change the wording of their Proposal after closing and no words or comments will be added to the Proposal unless requested by the District of Mackenzie for purposes of clarification.

Conflict of Interest and Disclosure of Business Relationships

Any potential conflict of interest must be disclosed to the District. Proposals will not be evaluated if the Proponent's current or past corporate or other interests are, in the reasonable opinion of the District deemed or perceived to be a conflict of interest in connection with this RFP or the activities or mandate of the District.

- a. All Proponents must make full disclosure of any of the following existing business relationships with any members of the District of Mackenzie Mayor and Council, District employees or immediate relatives of any members of the District's employees:
 - If a private company, details of ownership of shares by any of the above;
 - If a public company, details of ownership of shares, in excess of one percent (1%) to total shares by any of the above;
 - If a partnership, details of any partnership arrangement of any of the above;
 - Details of any direct or indirect pecuniary interest of any of the above in the supply of such goods and services.
- b. Disclosure, if any, shall be made in writing at the time of submitting Proposals.
- c. If the Proponent fails to disclose an interest and/or the interest is falsely or insufficiently reported, the District reserves the right to reject the Proposal in its absolute discretion.

Confidentiality

- a. All Proponents and any other person who through this RFP process gains access to confidential financial information of the District are required to keep strictly confidential all information which in any way reveals confidential business, financial or investment details, programs, strategies or plans, learned through this RFP process. Information pertaining to the District obtained by the Proponent as a result of participation in this process is confidential and must not be disclosed without written authorization from the District.

- b. The Proposal should clearly identify any information that is considered to be confidential or proprietary information (the "Confidential Information"). However, the District of Mackenzie is subject to the Freedom of Information and Protection of Privacy Act. As a result, while the Act offers some protection for third party business interests, the District of Mackenzie cannot guarantee that any Confidential Information provided to the District of Mackenzie can be held in confidence if a request for access is made under the Freedom of Information and Protection of Privacy Act.

Evaluating Proposals

- a. Evaluation of Proposals will be by a Review Committee including the WPC, members of MWAC, and members of the District's Finance and Corporate Departments.
- b. Awards will be based on the best value offered, and the best value will be determined by the District in its sole discretion. Evaluation criteria will be:
- i. Proponent's offer, overall value, fixed price;
 - ii. Detail of execution plan demonstrating ability to meet specifications and schedule.
Type of equipment to be used;
 - iii. Offer three References;
 - iv. Relevant Experience;
 - v. Potential for incorporating local resources, training and any value-added offerings;

DOM-20-XX – Wildfire Treatment 2020	
EVALUATION CRITERIA	WEIGHT (%)
Fixed Pricing	40
Execution Plan	20
References	15
Experience	15
Incorporating local resources	10

- c. While previous experience with the District is not required and does not in any way confer an advantage, the District's previous experience with the Proponent may also be taken into consideration in its evaluation of Proposals. The District reserves the right to rely upon its records, references and recollection in this regard. The District may also obtain references other than those provided by the Proponent and may use these references in determining the best value.
- d. By responding to this RFP, Proponents will be deemed to have agreed that the decision of the District will be final.

Communication with the District of Mackenzie

- a. Only the WPC (or designate) is the District's representative authorized to communicate and otherwise deal with Proponents and all Proponents should communicate and otherwise deal with that person only. Contact with any other District representative, including Members of Council, officers or employees of the District regarding this RFP or a Proponent's submission may result in that Proposal being removed from consideration for this RFP. As stated above, all communication should be presented via email to the address stated above.
- b. All Proponents who have submitted a Proposal will be notified of the Review Committee's decision after the final selection has been made. This notice of final selection may be the only communication between the District of Mackenzie and Proponents. Telephone or other inquiries concerning this Proposal after the Proposal deadline are discouraged.

Rejection & Acceptance of Proposals

No Obligation to Proceed

The District reserves the right to cancel this Request for Proposals at any time and for any reason, and will not be responsible for any loss, damage, cost or expense incurred or suffered by any Proponent as a result of that cancellation. The receipt by the District of any information (including any submissions, ideas, plans, drawings, models or other materials communicated or exhibited by any intended Proponent, or on its behalf) shall not impose any obligations on the District.

Acceptance and Rejection of Proposals

- a. This Request for Proposal should not be construed as an agreement to purchase goods or services. The District is not bound to accept the lowest priced or any Proposal of those submitted. The District will be under no obligation to receive further information, whether written or oral, from any Proponent.
- b. No act of the District, other than a notice in writing signed by the Chief Administrative Officer or the District's Director of Operations, shall constitute a Contract. Note that any acceptance may be subject to Council approval.
- c. Neither acceptance of a Proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any Proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or bylaw.
- d. The District's intent is to enter into a Contract with the Proponent who has submitted the best offer. The District reserves the right to accept any or none of the proposals submitted and

will evaluate proposals based on the best value offered to the District and not necessarily the lowest price, using the criteria specified in this RFP. The District reserves the right in its sole unrestricted discretion to:

- Accept any Proposal which the District deems most advantageous to itself;
 - Reject any and/or all irregularities in a Proposal submitted;
 - Waive any defect or deficiency in a Proposal whether or not that defect or deficiency materially affects the Proposal and accept that Proposal;
 - Reject any and/or all Proposals for any reason, without discussion with the Proponent(s);
 - Accept a Proposal which is not the lowest Proposal; and
 - Cancel or reissue the RFP without any changes.
- e. The District reserves the right to enter into negotiations with one or more Proponents concerning the terms and conditions of the services to be provided, and expressly reserves the right through such negotiations to request changes, alterations, additions or deletions from the terms of any Proposal received.
- f. If the District chooses to enter into a contract with a Proponent as a result of this RFP, the successful Proponent will be required to enter into a written agreement with the District. Such agreement will be prepared by the District and will embody the terms of the Proposal and any subsequent written amendments.

Limitation of Damages and Insurance

The Proponent is responsible for ensuring that they have obtained and considered all information necessary to understand the requirements of the RFP and to prepare and submit their Proposal. Proponents are solely responsible for their own expenses in preparing a Proposal and for subsequent negotiations with the District, if any.

Proponents acknowledge that the District, in the preparation of the Request for Proposals, supply of oral or written information to Proponents, review of Proposals or the carrying out of the District's responsibilities under this Request for Proposals, does not owe a duty of care to the Proponents.

Except as expressly and specifically permitted in this RFP, no Proponent shall have any claim for any compensation of any kind whatsoever as a result of participating in this RFP, and each Proponent, by submitting a Proposal, waives for itself, its successors and assigns, the right to sue the District for any loss, including economic loss, damage, cost or expense arising from or connected with any error, omission or misrepresentation occurring in the preparation of the Request for Proposals, the supply of oral or written information to Proponents, the review of Proposals, or the carrying out of the District's responsibilities under this Request for Proposals, with the exception of fraud on the District's part.

Not A Tender

This Request for Proposal is not a tender call, and neither it nor the submission of any response to this RFP creates a tender process or a "Contract A".

Modification of Terms

The District reserves the right to modify the terms of the Request for Proposal at any time at its sole discretion.

Use of Request for Proposal

This document, or any portion thereof, may not be used for any purpose other than the submission of Proposals.

Accuracy of Information

The District of Mackenzie makes no representation or warranty, either express or implied, with respect to the accuracy or completeness of any information contained or referred to in this RFP.

While the District has used considerable efforts to ensure an accurate representation of information in this Request for Proposal, the information contained in this Request for Proposal is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the District, nor is it necessarily comprehensive or exhaustive. Nothing in this Request for Proposal is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this Request for Proposal.

APPENDIX A

Proponent Information and Agreement Form

(must be completed and returned)

PROPONENT INFORMATION

Legal Business Name: _____

Address: _____

Contact Person: _____

Contact Information: _____
(phone / cell / fax / email)

Date of Site Viewing: _____

Name of Person(s) That Participated in Site Viewing: _____

PROPONENT AGREEMENT

The enclosed proposal is submitted in response to the above-referenced Request for Proposals, including any addenda. Through submission of this proposal we agree to all the terms and conditions of the Request for Proposals and agree that any inconsistent provisions in our proposal will be as if not written and do not exist. We have carefully read and examined the Request for Proposals, including the Instructions to Proponents, and have conducted such other investigations as were prudent and reasonable in preparing the proposal. We agree to be bound by statements and representations made in our proposal.

Signature of Authorized Representative: _____

Printed Name of Authorized Representative: _____

Title of Authorized Representative: _____

Date: _____

To acknowledge receipt of each addendum, each addendum number issued should be noted below with a signature of an authorized representative of the organization, as being received.

Addendum No. 1 Signature _____ Date _____

Addendum No. 2 Signature _____ Date _____

Addendum No. 3 Signature _____ Date _____

APPENDIX B

Fixed Price Offer Form

(must be completed and returned)

TU	Net Area (ha)	Treatment Cost (\$/Ha)		Total Cost (\$)
1A**	0.5			
1B	1.9			
1C	1.1			
1D	0.8			
2	1.1			
3	1.6			
1-DEMO*	1.8			
Sub Total	8.8			
GST		5%		\$
TOTAL				\$

Note: Fixed prices are inclusive of all costs associated with completing the treatments to meet the objectives of the prescription.

*All invoicing and reporting for 1-Demo treatment activities must be reported separately as it is under a separate funding stream.

**TU-1A treatment area has been reduced in size from the original prescription area. Area to be treated is as per attached map in APPENDIX D.

APPENDIX C

**Fuel Management Prescriptions District of Mackenzie -
DOM FMP August 16, 2021 & DOM CRI 2021 Recovery Demo FMP March 3, 2022**

**These documents have been included as separate attachments on BC Bid and the
District of Mackenzie Website.**

APPENDIX D

Treatment Unit Maps

These documents have been included as separate attachments on BC Bid and the District of Mackenzie Website.