

# Request for Proposal RFP 2024 -011 Woodlot & Community Forest Manager

Responses are to be submitted on or before 2:00 p.m. local time, August 23<sup>rd</sup>, 2024 to the attention of:

Joanne Doddridge, Director of Economic Development & Planning #1-385 Birch Avenue 100 Mile House, BC V0K 2E0 Phone: (250) 395-2434

Email: jdoddridge@100milehouse.com

#### **Submission Details**

- a) Two (2) copies of the responses are to be in sealed envelopes or packages marked with the Respondent's Name, Title and marked 100 Mile House Woodlot & Community Forest Management 2024-011. Emailed copies of the proposal will be accepted.
- b) The District reserves the right to cancel this Request for Proposal for any reason without any liability to any proponent or to waive irregularities at their own discretion.
- c) The District reserves the right to reject any of all proposals and to accept the proposal deemed most favourable to the interest of the District.
- d) The District will not entertain any claims for costs related to the preparation and/or presentation of the proposals.
- e) The District is NOT contractually bound to any matters until such time as the District has negotiated a **separate contract** that is totally independent of the RFP process.
- f) The proposal must meet the requirements as stated in item 3 in the complete RFP document.

#### "PROPOSALS WILL NOT BE OPENED IN PUBLIC"

# Queries should be submitted in writing to:

District of 100 Mile House

Attention: Joanne Doddridge, Director of Economic Development & Planning #1-385 Birch Avenue, Box 340

100 Mile House, BC V0K 2E0 Fax: (250) 395-3625

E-Mail: jdoddridge@100milehouse.com

#### 1. INTRODUCTION

# **Purpose**

The District of 100 Mile House is requesting submission of Proposals from qualified contractors or consultants for the management of the District of 100 Mile House Woodlot and the 100 Mile House Community Forest under the 100 Mile Development Corporation.

# **Background**

#### Woodlot 0577

Woodlot License Plan Dec. 2, 2023 - Dec. 1, 2033

One CP system

AAC - 725 m3

Current Cut Control Period 2021-2025

Strong public engagement required with multiple recreational user groups and tenure holders

# **100 Mile Community Forest**

AAC - 22,500 m3

FSP - June 30, 2022 - 2026

The CFoR has an agreement with West Fraser (July 2020 - July 2025) to undertake forest management services such as:

- Cutting permit & road permit development
- Block roads
- Contract logging
- Reforestation

#### 2. SCOPE OF WORK

The successful consultant will be responsible for the management and supervision of operations within the District of 100 Mile House Woodlot and the 100 Mile Development Corporation Community Forest. Community engagement, conservation, sustainable forestry practices and ensuring policies, procedures and all regulatory requirements are fulfilled are essential. Supplementary items will include the development of harvesting priorities, wildfire mitigation and community protection.

For full scope of services please see Schedule A – Services and Specifications.

In addition the District of 100 Mile House and the 100 Mile Development Corporation may from time to time have the opportunity to acquire funding for additional forest based projects or development of complimentary plans including a Community Wildfire Resiliency Plan and Community Fire Smart program.

#### 3. MANDATORY CRITERIA

- ➢ Be a member in good standing with the Association of B.C. Forest Professionals.
- ➤ Have a minimum of ten (10) years experience in the forest industry.
- ➤ Have experience in building and maintaining relationships with major forest licensees, First Nations, and community groups.
- ➤ Have experience in dealing with the public, First Nations, Licensees, contractors, external agencies and staff.
- ➤ Have experience in managing resources, and setting and managing financial budgets.
- Proof of liability insurance in the amount of \$5,000,000.

#### Additional skills will include:

- ➤ Ability to complete and supervise forestry based field work
- Ability to prepare, submit and administer cutting permits
- Knowledge of the bio-geoclimatic zones in the Community Forest and District Woodlot
- A thorough understanding of the silvics and management of the Interior Douglas-fir.

# 4. PROPOSAL REQUIREMENTS

**Only complete submissions** will be accepted. Partial submissions will not be considered. Submissions may be revised by written amendment, delivered to the location set out for delivery of submissions, before the Closing Date.

Should the proponent consider additional services and materials appropriate, it should be recommended in their proposal. The Proponent is to cost these additional items separately.

The proposal must include daily rates involved and a letter of introduction, including name and address of Respondent and details of potential partnerships and business agreements contemplated for the services.

#### 5. EVALUATION AND SELECTION CRITERIA

The Request for Proposal is used to select a Proponent, who will have demonstrated the capability to complete the necessary work to manage the Woodlot and Community Forest and prioritize the forest health, sustainability and stakeholder engagement.

# Proposals not meeting all mandatory criteria will be rejected without further consideration.

Proposals shall be evaluated to determine the best value offered to the District using the following criteria:

- ➤ The respondent's business and technical reputation and capabilities and the experience of its personnel.
- ➤ The respondent's strategy to deliver the services, and experience and reputation in delivering similar services.
- > The respondent's ability and past experience meeting a tight time frame.
- Methodology and approach (understanding of service objectives and outcomes).
- Resources and pricing structure (staff, equipment)
- > The respondent's financial capability to undertake the Project
- Proposal clarity and demonstration of value for money to the Corporation and the District.
- ➤ Demonstrated capabilities that make his/her services uniquely qualified to provide the requested services including any innovative approaches successfully used with other clients.

## 6. **NEGOTIATION DELAY**

If a written Contract cannot be negotiated within thirty days of notification of the successful Proponent, the District may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent and either negotiate a Contract with the next qualified Proponent or choose to terminate the Request for Proposal process and not enter into a contract with any of the Proponents.

# 7. FIRM PRICING

Proposals must be firm for at least 60 days after the closing date. Prices will be firm for the entire Contract period.

#### 8. CURRENCY AND TAXES

# Prices quoted are to be

- a) in Canadian dollars;
- b) inclusive of duty, where applicable;
- c) FOB destination, delivery charges included where applicable, and
- d) Goods and Services Tax and Provincial Sales Tax to be itemized separately.

## 9. CLARIFICATION OF THIS REQUEST FOR PROPOSAL

This is a request for proposal only and will not give rise to a Contract "A" (bid contract). The District is free to negotiate with any of the proponents and that as a result of the negotiation process, the District is not required to treat all proponents equally. This request for proposal process is NOT a tendering process. No legal relations are intended to arise from the RFP process. The District is NOT contractually bound to any matters until such time as the District has negotiated a **separate contract** that is totally independent of the RFP process.

If a Proponent has any questions about the contents of the RFP, or about any matters relating to it the question must be directed in writing, and not orally, to the District's Representative at the contact address set out below, before August 12<sup>th</sup>, 2024 The District's Representative will answer all questions in writing, and will provide a copy of all questions and their

answers to each of the Proponents no later than August 16<sup>th</sup>, 2024. E-mail responses will be accepted.

The RFP process forms complex legal obligations. Any information obtained from any source other than the District Representative is not official and should not be relied upon. Any uncertainty regarding the process, therefore, must be referred to the District Representative.

#### 10. DISTRICT REPRESENTATIVE

The District's Representative on this project is Joanne Doddridge, and all inquiries related to this "Request for Proposal" are to be directed to:

Joanne Doddridge, Director of Economic Development and Planning District of 100 Mile House #1-385 Birch Avenue, Box 340 100 Mile House, BC VOK 2E0

Fax: (250) 395-3625

E-Mail: jdoddridge@100milehouse.com

#### 11. NOTICE TO PROPONENTS

# a. Liability

The proponents shall ensure that the District, its officers, employees and committee members, are save harmless from any liability whatsoever arising out of the proponent's performance or non-performance of the term of this Proposal.

## b. Proponent Responsibilities in Submitting Proposals

Each Proponent is solely responsible for the risk and cost of preparing and submitting its proposal in response to this RFP and neither the District not its officials, employees, committee members, or Proponents (including the District's representative" are liable for the cost of doing so or obliged to remunerate or reimburse any Proponent for that cost.

By submitting its proposal to the District, each Proponent represents and warrants to the District that the information in its proposal is accurate and complete. This RFP does not impose on the District any duty of fairness or natural justice to any or all respondents with respect to this RFP or the process it creates. Unless the District is expressly permitted or required by

this RFP to "act reasonably" the District is entitled to act in its sole, absolute and unfettered discretion.

# c. Confidentiality and Freedom of Information of Proposals

All submissions submitted to the District become the property of the District, and the information in Submissions will be disclosed as necessary to carry out the RFP process or as required by law, including the Freedom of Information and Protection of Privacy Act. That Act creates a right of access to records in the custody or under the control of the District, subject to the specific exceptions in the right set out in the Act. The District will received all proposals submitted in response to this RFP in confidence, including for the purposes of s.21 of that Act. In light of the right of access to information created by that Act, the District does not guarantee that information contained in any proposals will remain confidential if a request for access in respect of any proposal is made under the Act. Any information the proponent considers 'personal information' because of its proprietary nature should be marked as "confidential" and will be subject to appropriate consideration as defined by the Act.

Proponents are required to keep their proposals confidential and must not disclose their proposals, or information contained in them, to anyone else without the prior written consent of the District.

#### 12. WAIVER AND ALLOCATIONS OF RISK

The District accepts no responsibility or liability for the accuracy or completeness of this RFP (including any schedules or appendices to it) or of any recorded or oral information communicated or made available for inspection by the District (including through the District's Representative or any other individual) and no representation or warranty, either express or implied, is made or given by the District with respect to the accuracy or completeness of any of those things. The sole risk, responsibility and liability connected with reliance by any proponent or any other person on this RFP or any such information as is described in this paragraph is solely that of each Proponent. Each Proponent acknowledges and agrees that it is solely responsible for obtaining its own independent financial, legal, accounting, and other advice with respect to the contents of this RFP or any such information as is described in this paragraph. Each Proponent who submits a proposal to the District is deemed to have released the District from, and waived, any action, cause of action, claim, liability, demand, loss, damage, cost or expenses, of every kind, in any way connected with or arising out of the contents of this RFP or any such information as is

described in this paragraph. Each Proponent who submits a proposal is deemed to have agreed that it is solely responsible and liable to ensure that it has obtained and considered all information necessary to enable it to understand the requirements of this RFP, and of the project, and to prepare and submit its proposal.

#### 13. CLOSING DATE OF PROPOSALS

The closing date for proposals will **be 2:00 p.m. on August 23rd**. All proposals must be clearly marked with the name and address of the Proponent and the "Request for Proposal" title. Proponents are responsible for ensuring that courier delivery occurs within the deadline. Late proposals will not be accepted and will be returned to the Proponent unopened.

# RECEIPT CONFIRMATION FORM

RFP - 2024-011 / Woodlot & Community Forest Management Services REQUEST FOR PROPOSAL

To receive any further information about this Request for Proposal please return this form immediately to:

Joanne Doddridge, Director of Economic Development and Planning
District of 100 Mile House
#1-385 Birch Avenue
100 Mile House, B.C. V0K 2E0
fax: (250) 395-3625

COMPANY:		
STREET ADDRESS:		
CITY:	POSTAL CODE:	
MAILING ADDRESS IF DIFFERENT:		
FAX NUMBER: ( )	PHONE NUMBER: (	)
CONTACT PERSON:		
E-MAIL ADDRESS:		
Signaturo:	Titlo	

# District of 100 Mile House Woodlot & Community Forest Manager RFP 2024-011

## **Certification Document**

# Certification:

We have carefully read and examined the RFP document and have conducted such other investigations as were prudent and reasonable in preparing this response.

We certify that the statements made in this response are true and complete. These statements and prices as bid represent our response to the District of 100 Mile House. We agree to be bound by statements and representations made in this response and to any agreement resulting from this response.

We hereby agree that this RFP response may only be withdrawn by written notice delivered to the office of the District Representative prior to the time set for the opening of tenders. We agree that the RFP response attached hereto shall be irrevocable by us for a period of sixty (60) days after the date of the opening of the RFP.

Print Company Name and Address:		
Print Name and Title of Authorized Signing Officers:		
Signature of Authorized Signing Officer:		
Геlephone Number: Fax Number:		
E-mail address:		
Acknowledgement of Addenda		

We acknowledge red RFP:	ceipt of the follow	ving addenda which become part of this
ADDENDUM #		-
ADDENDUM #		-
ADDENDUM #		-
Signed this	day of	, 2024

#### SCHEDULE A - SERVICES AND SPECIFICATIONS

Position reports directly to the Corporation's CAO or designate

The Consultant will complete the following works:

# A) Manager Services - General Manager Role

- Prepare and carry out an annual operational plan for the Community Forest and Woodlot.
- 2. Negotiate and administer logging and sales contracts
- 3. Provide reports on operations and performance with respect to plan targets.
- 4. Ensure that strategic and operating plans are developed and followed, including associated budgets.
- 5. Ensure that activities conform to policies and procedures, and all regulatory requirements.
- 6. Determine the operating cost of the community forest and woodlot
- 7. Ensure all work is conducted within the approved Management Plan, FSP and the tenure AAC.
- 8. Maintain a working knowledge of conditions on the Community Forest and Woodlot, determine if any changes to the conditions require action, and create action recommendations for the Board with suggested amendments.
- 9. Draft and update Policies and Governance documents for review and adoption.
- 10. Analyze current business practices and make suggestions.
- 11. Conduct the day-to-day operations of the 100 Mile Community Forest and the District Woodlot
- 12. Plan and oversee all silviculture operations

# B) Manager Services - Principal Duties

- 1) Act as Managing Forester Field Forester
  - i. Implement Policy
  - ii. Develop procedures in response to policy
  - iii. Develop annual and other harvest plans to meet:
    - a) Operational harvest plan and cut control
    - b) Revenue and cost targets
    - c) Timber harvest priorities, including utilization of Fir Bark Beetle and windthrow damaged stands
    - d) Silviculture objectives
    - e) Management of growing stock
  - iv. Pursue the goals and objective as defined in the management plan and subsequent strategic plans
  - v. Ensure compliance with regulation and guidance in land management
  - vi. Ensure value for money in purchasing and contracting
  - vii. Account for spending and revenues

- viii. Ensure accounts can withstand audit and critical review
- ix. Ensure sufficient revenues are held back to meet future costs (e.g. reforestation obligations and capital depreciation
- x. Ensure reforestation meets statutory requirements and forest management objectives
- xi. Manage road infrastructure to develop cost-effective access for harvesting and other activities
- xii. Pursue external funding opportunities to achieve objectives
- 2) Develop and maintain relationships with:
  - i. District of 100 Mile House & the 100 Mile Development Corporation
  - ii. Directors
  - iii. First Nations
  - iv. Neighbours and licensed stakeholders
  - v. Other licensees
  - vi. Customers
  - vii. Suppliers
  - viii. Regulators
- 3) Act as Secretary to the Board of Directors
  - i. Prepare agendas and supporting materials with the assistance of staff
  - ii. Report to directors
  - iii. Report to Community on behalf of staff
  - iv. Maintain the legal obligations of the Corporation
  - v. Ensure the security of the Corporation
- 4) Maintain records as necessary for reporting and general documentation
- 5) Casual Demands
  - Harvesting is undertaken in an uneven pattern, typically when prices are strong, when forest health issues arise, or when wildfire management objectives are dominant. Therefore,
    - i. This is not a full-time position.
    - ii. The time required to fulfill the duties of this position is highly variable, depending on planning cycles, active logging periods, special projects, and other activities.
  - iii. It is estimated that the ratio of office to field time is approximately 80:20 during non-active logging periods
  - 2) The position may require that the Consultant be called as-when needed to deal with public and ministry inquiries.
  - 3) Attendance at occasional meetings with Ministry, West Fraser, Dev Corp, District, and the public are required.

#### **SCHEDULE B - FEES**

Fees to the Consultant for the works performed as outlines in Schedule A – Services and Specifications will be paid up to a maximum of 90 days for management/consultant services and actual expenses according to the following schedule:

The District/Corporation to supply office support services when needed inclusive of use of copiers, printers, computer time, internet and phone services.

2024 – 2028 – maximum 90 days	per calendar year.
Daily Rate: (rate includes vehicle, inclusive of	* all operating costs, insurance, etc.)
Hourly Rate:	
Other: (Quad, Ski-doo, Misc.)	

Where the Consultant is required to travel on behalf of the District/Corporation the consultant shall invoice for actual travel costs, supported by receipts. All travel subject to prior approval. All expenses associated with the Community Forest must be invoiced to the 100 Mile Development Corporation. All expenses associated with the District of 100 Mile House Woodlot must be invoiced to the District of 100 Mil House.

If through the course of the work additional services, a reduction in services, or other changes to the services are requested by the Corporation, they will be in writing to the Consultant as an amendment to this agreement. Additional Fees or changes to the Fes will be negotiated accordingly between the parties.

<sup>\*</sup>All invoicing subject to GST

**SCHEDULE C – Map of Community Forest** 

SCHEDULE D – Map of District Woodlot