



# Request for Proposal

## Ash Removal Brucedale Campground

RFP\_LANDS2023-02

This project involves the removal of ash trees and other hazardous trees from a campground. There are approximately 280 ash and 20 other hardwood trees that require complete removal, not including stumps. The trees are located near trailers and other structures including utilities.

This project could be started October 17<sup>th</sup>, 2023.  
Completion must be prior to April 2024, ideally completed in 2023.

Saugeen Valley Conservation Authority (SVCA) **Issued**

**Date:** Thursday August 10, 2023

**Closing Date:** Tuesday September 5, 2023, at 9:30 a.m.

**Contact:** Donna Lacey, Manager of Forestry and Lands

**Contact Info:** 519-369-7516 or [d.lacey@svca.on.ca](mailto:d.lacey@svca.on.ca)

**Submission by Email:** [d.lacey@svca.on.ca](mailto:d.lacey@svca.on.ca)

# Ash Removal Brucedale

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## 1. Introduction

Saugeen Valley Conservation Authority (SVCA) is one of the 36 conservation authorities in Ontario dedicated to protecting, restoring, and managing our natural resources.

The Saugeen watershed encompasses 4,675 km<sup>2</sup> in the counties of Bruce, Dufferin, Grey, Huron, and Wellington. SVCA's jurisdiction includes the Saugeen, Penetangore, Teeswater, and Pine Rivers, as well as the adjoining Lake Huron shoreline.

For further information please visit our [website](http://www.saugeenconservation.ca).(www.saugeenconservation.ca).

### 1.1 Project Overview

The trees in this site started to exhibit signs of Emerald Ash Borer (EAB) infestation three years ago. Tree decline started to become evident last year. These declining/ dying ash trees will become a major hazard. The trees were marked and tallied last fall. There are approximately 50 campsites within the area of marked trees. The purpose of this project is to remove hazardous and imminently hazardous trees within the Bruce Dale Campground.

### 1.2 RFP Schedule

Issued:	August 8th, 2023
Information Meeting (attendance is not mandatory)	August 29th, 2023, 4:00 p.m.
Proponents to submit questions by:	August 30th, 2023
Response to Proponents questions by SVCA:	September 1st, 2023
Closing date and time:	September 5th, 2023, 9:30 a.m.
Anticipated award:	September 22, 2023
Note: Although every attempt will be made to meet the above dates, SVCA reserves the right to modify any or all dates at its sole discretion.	

## 2. Scope of Work and Key Deliverables

### 2.1 RFP Deliverables

#### **Contractor Responsibilities**

1. An onsite inspection will be scheduled prior to project commencing, any damages to the property that result from the project shall be repaired by the contractor to the satisfaction of the Manager of Forestry and Lands, at no extra cost to SVCA.
2. If required by standards, the contractor will be responsible to provide a Notice of Project (NOP) to the Ministry of Labour (MOL) prior to starting the project.
3. All trees must be felled in a safe, controlled, professional manner. Damage to unmarked trees will be minimized. Damage to the SVCA's infrastructure (roads, bridges, signs, taps, posts, buildings etc.) and campsite belongings (trailers, tents, sheds, decks, decorative items etc.) must be repaired to its original condition.

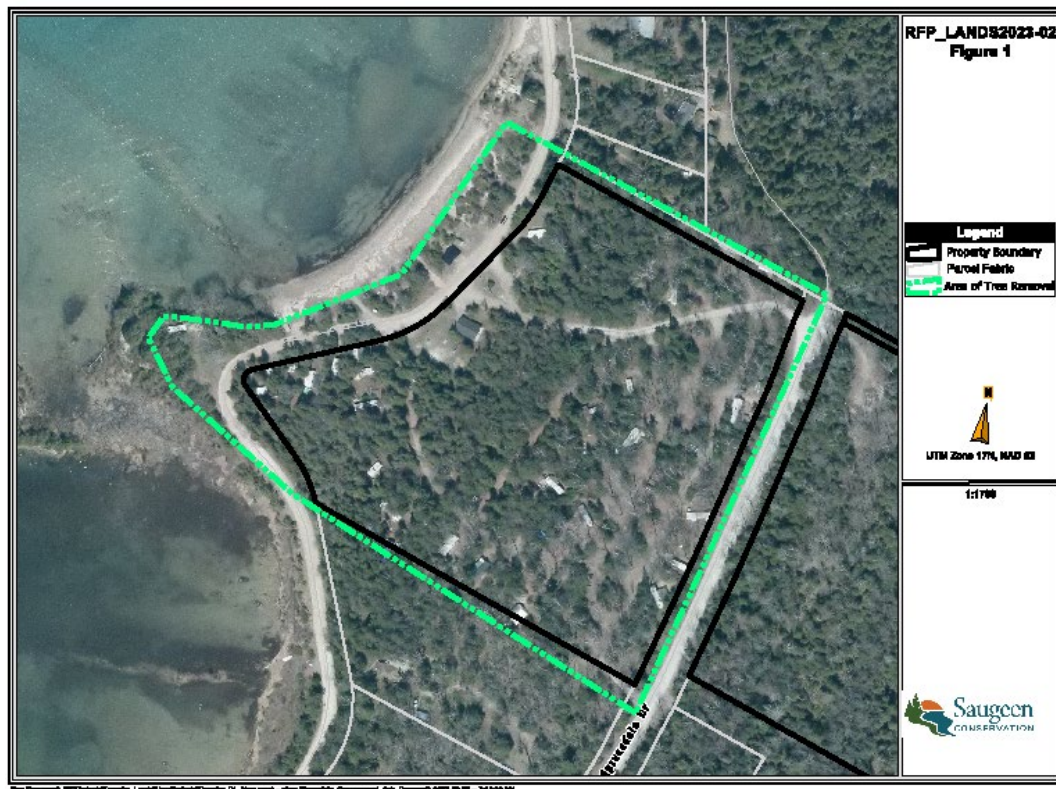
4. Permission to use and all costs associated with access points and landings, outside of this SVCA property, are the responsibility of the contractor to negotiate with the respective landowner.
5. Landings within this SVCA property shall be mutually agreed upon. The landing (s) and existing trail must be clean and looking the same as it did prior to the start of the project.
6. The Contractor will be responsible for equipment rentals or supplies that are required to complete the project.

#### **SVCA Responsibilities**

1. SVCA will be responsible for ensuring any necessary locates are done prior to project commencement.
2. SVCA will ensure that the property is closed to public access prior to and during the project.
3. No monies shall be awarded until the contract terms are met following a final property inspection.

#### **Scope of the Project**

1. Location is Brucedale Conservation Area/ Campground, 137 Sprucedale Drive, Port Elgin, ON. See attached Figure 1.
2. The contractor is responsible for the removal of all portions of trees marked in ORANGE and all ash over 10cm or 4" in DBH. Approximate number of trees to be removed is 300.
3. The whole tree must be removed from the site with the exception of the stump which will not have a height greater than 30 cm or 12", unless agreed upon by SVCA. This includes all branches, brush, boltwood, cordwood, sawlogs, or any other material generated through this project.
4. This is a park, and this work must be carried with minimal environmental or site damage. Restoration charges will be applied to the contractor should damage occur. *In your proposal, please demonstrate how the environmental impacts will be minimized during harvest and how the site will be rehabilitated after the harvest is complete.*
5. All roads and trails must be free of logging debris and be kept passable at all times.
6. No garbage or litter that accumulates shall be left on site.
7. Skidding length must be limited to 10 meters (32 feet) or less. Tops and large limbs must be removed from trees where they fall prior to skidding.
8. The successful contractor agrees to suspend all cutting operations during a thaw and or other unusually wet periods until the ground is capable of withstanding heavy equipment.
9. The location, size, and establishment of landing areas and main skid roads to be mutually agreed upon before any trees are cut.
10. *To pay as liquidated damages, and not as a penalty, a sum of \$1000 per tree for each unmarked tree which is cut down, destroyed or damaged by the operator or his employees. Damage to the residual growing stock will not be tolerated.*



**Figure 1 Areas of tree removal**

### 3. Evaluation of Proposals

#### 3.1 Review Team

All proposals will be reviewed by SVCA's General Manager/Secretary-Treasurer, Corporate Services Manager, and Manager of Forestry and Lands (herein referred to as "Project Team") in accordance with the evaluation criteria noted below.

The Project Team reserves the right to, but is not obliged to, perform any of the following:

- conduct further discussions with the Proponent to seek clarification or verify submitted information; and
- contact any or all the references provided.

A report will subsequently be presented to the SVCA Board of Directors for final approval and award at the next scheduled Authority meeting.

#### 3.2 Criteria

This RFP contract will be awarded to a single proponent based on the technical merit of the proposal. SVCA will not necessarily accept the lowest cost proposal.

Evaluation Criteria	Evaluation Points
Description of the firm and recent/relevant team member experience conducting similar projects in Ontario.	10
Project methodology including an outline of compliance with the RFP, a statement of understanding of the work to be provided (i.e., full, and complete listing of services and project timetable) and project schedule.	50
Cost	40
Total	100

**Table 1: RFP Evaluation Criteria**

In addition to items listed above, please ensure that the proposal includes:

- completed, signed, and sealed Bid Form, found in Section 6;
- statement declaring potential conflict of interest or noting that no conflict of interest exists;
- proof of insurance as per Section 5.1;
- contact information for a minimum of three (3) references, along with project names and value; and
- fee estimate showing the breakdown of hours between various responsibilities and the staff assigned for each of those responsibilities; note out of pocket expenses.

### 3.3 Costing

The Proponent shall:

- be aware that any expenditure beyond the amount proposed will require prior written approval from SVCA staff; and
- keep track of the time spent on each task as compared to the budgeted time.

### 3.4 Confidentiality

Evaluation scores are confidential. The top three proposal summaries will be brought forward to the Board of Directors meeting which is conducted in open public forum.

## 4. Submission Procedure

### 4.1 Delivery of Proposals

Proponents are required to submit one (1) electronic copy in PDF format to [d.lacey@svca.on.ca](mailto:d.lacey@svca.on.ca), titled “RFP – Ash Removal Brucedale”. Please ensure that you receive a confirmation email to acknowledge receipt of your submission prior to the closing date.

## 4.2 Submission Requirements

A complete proposal must include all data and information requested by the RFP and must be submitted in accordance with these instructions.

The proposal shall be clear, concise, and include sufficient detail to support the information presented. The proposal shall provide convincing rationale to describe how the Proponent intends to meet the deliverables.

Proponents shall assume that SVCA has no prior knowledge of their experience and will base its evaluation on the information presented in the proposal.

All proposals must be signed by an authorized signing officer of the Proponent and contain a statement that the proposal represents a binding offer which is irrevocable by the Proponent and remains in effect and open for acceptance by SVCA for ninety (90) days from date of submission, or as may be extended further as agreed by SVCA and the Proponent.

## 4.3 Submission Expenses

SVCA and its agents and advisors are not liable for any costs or expenses incurred by the Proponent in the preparation of their response to the RFP. Furthermore, SVCA shall not be responsible for any liabilities, costs, expenses, loss, or damage incurred, sustained, or suffered by any Proponent, prior or subsequent to, or by reason of the acceptance, or non-acceptance by SVCA of any proposal, or by reason of any delay, in the award of the proposal.

## 4.4 Amendment, Clarification, or Withdrawal

Proponents may amend their proposal only if it is resubmitted before the submission deadline with written notice of the amendment, including signature.

If there are questions or concerns regarding terms, conditions, or requirements, they must be clarified and resolved prior to submission.

A proponent may withdraw its proposal prior to the submission deadline by giving written notice. Proposals may not be withdrawn after the submission deadline.

## 4.5 Acceptance or Rejection of Offer

SVCA reserves the right, in its sole discretion and without notice or reasons, and without liability to:

- accept or reject in whole or in part, any, or all proposals, for any reason or to cancel the RFP without any obligation whatsoever to proponents;
- negotiate a contract for the whole or any part of the RFP with any of the proponents, should SVCA not receive any satisfactory proposals;
- reject any proposal that includes any qualifications or modifications to this RFP or its addenda that were not submitted and accepted prior to RFP submission deadline;
- declare invalid and reject proposals which are informal, incomplete, contain qualifying conditions, or otherwise fail to comply with the requirements of the Proposal documents or are otherwise irregular in anyway;



- accept, waive, or require correction of an irregularity minor or technical, where practical to do so, with no change to the proposal price;
- determine what is, or is not, a minor or technical irregularity, and the validity of a proposal;
- accept or decline the lowest price proposal.

Proponents expressly waive any and all rights to make any claim against SVCA for any matter arising from SVCA exercising its rights as stated.

#### 4.6 Inquiries, Clarifications, and Addenda

Inquiries regarding this RFP are to be directed to Donna Lacey, Manager of Forestry and Lands, by email at [d.lacey@svca.on.ca](mailto:d.lacey@svca.on.ca), before the specified question submission date.

Inquiries must not be directed to other SVCA employees or its Board of Directors. Doing so may result in the submission being rejected.

All clarification requests are to be sent in writing to the individual mentioned above. No clarification requests will be accepted by telephone. Responses to all clarification requests will be provided to all proponents in writing.

Any changes to the RFP required before the proposal closing will be issued by SVCA in the form of written Addenda and shall form part and parcel of the RFP.

Addenda shall be issued as per schedule above and no later than three (3) days prior to close as applicable. Addenda will be provided to all proponents the same way that the original RFP was provided. SVCA will assume no responsibility for oral instruction or suggestion. If Addenda are issued, proponents must acknowledge receipt by indicating such receipt in the appropriate section of the RFP. Failure to acknowledge the addendum/addenda may result in the proposal being rejected.

## 5. Proposal Requirements

### 5.1 Insurance

- The successful Proponent shall at its own expense obtain and maintain until the termination of the contract and provide SVCA with evidence of Comprehensive general liability insurance on an occurrence basis for an amount not less than five million (\$5,000,000) dollars with respect to the Proponent's operations, acts, and omissions relating to its obligations under this Agreement. Such policy shall include non- owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and contractors' protective liability, products and completed operations, contingent employers liability, cross liability and severability of interest clauses;
- Automobile liability insurance for an amount not less than two million (\$2,000,000) dollars on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the terms of this Agreement;

- Professional liability insurance covering the work and services described in this Agreement. Such policy shall provide coverage for an amount not less than one million (\$1,000,000) dollars with respect to all the responsibilities relating to this Agreement.

The required policies will not be cancelled or permitted to lapse unless the project is terminated or completed. SVCA reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as SVCA may reasonably require.

The successful Proponent shall indemnify and hold SVCA, its employees, servants, agents, and directors, harmless from and against any liability, loss, claims, demands, costs, and expenses, including reasonable legal fees, occasioned wholly or in part by any acts or omissions either in negligence or in nuisance whether willful or otherwise by the Proponent, its agents, officers, employees, or other persons for whom the Proponent is legally responsible.

## 5.2 Limitation of Liability

SVCA and its agents and advisors shall not be liable for any information or advice or any errors or omissions that may be contained in the RFP or any data, materials, or documents disclosed or provided to the Proponent pursuant to this RFP or otherwise.

## 5.3 No Publicity or Promotion

The Proponent shall not make any public announcement or distribute any literature regarding this RFP or otherwise promote itself in connection with this RFP. In the event the Proponent is awarded a contract, the Proponent shall not identify SVCA as a customer, and shall not otherwise use SVCA's name or any SVCA mark, without the written consent of SVCA. Further, and for clarity the Proponent shall hold in confidence, during, and after the termination or expiration of, the RFP process and/or the contract and not disclose, provide, or otherwise make available, in whole or in part, to any third party without the prior written consent of SVCA, the fact that the bidding process or contract is or was occurring or exists or existed, any information that is disclosed by SVCA to the Proponent with respect to the operations or the activities of SVCA and any and all information relating thereto or designated proprietary by SVCA (Proprietary Information). The Proponent shall ensure that only its employees with a need to know the Proprietary Information shall have access to it. The Proponent shall exercise a standard of care with respect to the Proprietary Information that is not less than the standard care Proponent exercises under its policy for confidentiality and use restrictions.

## 5.4 Form of Contract

Unless otherwise stated, the contract for this project is formed by this RFP document, the successful Proponent's submission and the purchase order issued by SVCA. Any terms or conditions contained within the Proponent's submission that are contradictory to any terms or conditions within the proposal issued by SVCA, unless otherwise agreed to before the submission deadline, and which agreement is confirmed by addenda, may result in rejection of the Proponent's submission.

## 5.5 Indemnification

The Proponent shall protect, defend, and save the SVCA, its agents and advisors harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts, errors, or omissions of the Proponent, and/or its agents, employees, or successors.

The Proponent hereby agrees to defend, indemnify, and hold harmless SVCA, and all SVCA elected or appointed officials, officers, employees, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranties.

## 5.6 Non-Waiver

No act or omission by SVCA shall be construed by the successful Proponent as a renunciation or waiver of any rights or recourses for any breach by the successful Proponent of its obligations set out in this RFP and in the contract, unless SVCA provided the successful Proponent with an express waiver in writing. Any work performed by SVCA, which is part of the project, shall not relieve the successful Proponent of his/her obligations to complete the project.

## 5.7 Non-Assignment

During the performance of the contract, the successful Proponent shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of SVCA.

## 5.8 Conflict of Interest

The Proponent is required to disclose in its Proposal, and on an ongoing basis thereafter, any conflict of interest, real or perceived, that exists now or may exist in the future, with respect to this RFP.

## 5.9 SVCA Not Employer

The Proponent agrees that SVCA is not to be understood as the employer to the successful Proponent nor to such Proponent's personnel or staff for any work, services, or supply of any products or materials that may be awarded. It is understood that the successful Proponent will act as an independent supplier.

## 5.10 Termination

If the successful Proponent fails to comply with any provision of this RFP or otherwise fails to perform its obligations hereunder in a competent manner satisfactory to SVCA, SVCA may give notice in writing of such failure. If the successful Proponent has not remedied its failure within ten (10) days of said notice, SVCA shall be entitled to exercise any one or more of the following remedies:

- termination of the contract without further notice;
- withholding of any payment due until the successful Proponent has remedied its failure;

- engagement of services of another Proponent or any other firm to remedy the successful Proponent's failure and obtain reimbursement therefore from the successful Proponent. The reimbursement may be obtained either through deduction from any amounts owing to the successful Proponent hereunder, or through any other legal means available to SVCA; and/or;
- assertion of any other remedy available to it in law or equity.

Unless SVCA expressly agrees to the contrary, any failure of SVCA to exercise any of the foregoing remedies, or the granting of any extension or indulgences, shall not be prejudicial to any right of SVCA to subsequently obtain such remedies.

#### 5.11 Rights Reserved by SVCA

SVCA reserves the right, in its sole discretion, and without notice or reasons, and without liability to:

- accept/reject any or all proposals and/or reissue the RFP in its original or revised form;
- reject any proposal that includes any qualifications or modifications to this RFP or its addenda that were not submitted prior to close of questions and which were not accepted in writing by SVCA;
- add specific requirements not covered in the RFP;
- cancel this RFP at any time, without penalty or cost to SVCA;
- decline to permit any party to participate in this RFP;
- terminate discussions or negotiations with any or all of the proponents;
- accept a proposal that does not comply with the requirements of this RFP;
- request additional information from a proponent to supplement or clarify a proposal;
- consider any factor which SVCA considers to be relevant;
- negotiate with any proponent;
- reject a proposal which contains false or misleading statements or references that do not support a function, attribute, capacity, or condition as contended by the vendor;
- cancel a proponent's submission should any proponent or any of their agents give or offer any gratuity or attempt to bribe any employee or official of SVCA, or to commit fraud.

In the event of any disagreement between SVCA and a proponent regarding the interpretation of the provisions of the RFP, the SVCA Chair or an appointed representative acting in that capacity, shall make the final determination as to interpretation.

#### 5.12 Exclusion of Proponents in Litigation

SVCA may, in its absolute discretion, reject a proposal if the proponent, or any officer or director of the proponent is or has been engaged, either directly or indirectly through another corporation, in a legal action against SVCA or its elected or appointed officers and employees in relation to:

- any other contract or services; or
- any matter arising from SVCA's exercise of its powers, duties, or functions.

In determining whether to reject a proposal under this clause, SVCA will consider whether that litigation is likely to affect the Proponent's ability to work with SVCA, its agents and advisors, and whether SVCA's experience with the Proponent indicates that SVCA is likely to incur increased staff and legal costs in the administration of the contract if it is awarded to the Proponent.

#### 5.13 Pricing

Unless otherwise stated in this document or the successful proponent's submission, all pricing will be firm for the duration of the contract.

#### 5.14 Accessibility

SVCA is committed to the accessibility principles of preventing and removing barriers in accessing goods and services for people with disabilities and is bound by the standards under the *Accessibility for Ontarians with Disabilities Act, 2005* as may be amended. Regulations enacted under the Act apply to third parties providing goods and services to members of the public on behalf of SVCA. The Proponent, its employees and all sub-contractors hired by the Proponent in the completion of its work, must meet or exceed compliance with all applicable regulations under the Act.

#### 5.15 Laws of Ontario

The laws of the Province of Ontario govern the contract resulting from this RFP.

## 6. Form of Proposal (Bid Form)

We offer to supply the services or goods asked for within this document at the fees prior to HST as stipulated below:

Bid price: \$ \_\_\_\_\_

HST at 13% of the total: \$ \_\_\_\_\_

Total cost: \$ \_\_\_\_\_

(Include price breakdown by staff/hours as noted in section 3.)

### 6.1 Addenda:

I/We have carefully examined all documents contained in the RFP, including Addenda No. \_\_\_\_\_ through No. \_\_\_\_.

\*The Proponent will insert here the number(s) of the Addendum/Addenda received during the bidding period and taken into account in preparing their Proposal(s) – for example 1 through 4.

By signing the document below:

I/We agree that we have reviewed and understand the Proposal documents and I/we are capable and willing to perform the requirements of the Proposal and if a corporation submits the Proposal, a duly authorized officer of the company must sign it.

I/We the undersigned authorized signing officer(s) of the Proponent; hereby declare that no person, firm, or corporation other than the one represented by the signature(s) of proper officers as provided below, has any interest in this proposal.

I/We declare that all statements, schedules, and other information provided in this Proposal are true, complete, and accurate in all respects to the best knowledge and belief of the Proponent.

I/We declare that the information contained herein outlines the Proponent's expertise, background, and particular suitability for the project.

I/We further declare that this Proposal is made without connection, knowledge, and comparison of figures or arrangement with any other company, firm or person making a proposal and is in all respects fair and without collusion for fraud.

I/We agree to comply with the terms and conditions herein and to commence the work immediately when authorized to proceed and to carry it forward in such a manner as to ensure proper completion at the earliest possible date.

By signing this document, you are agreeing that you have read and agreed to all requirements set out in this RFP (unless otherwise noted). When the contract is awarded, SVCA will issue a purchase order and the Proponent acknowledges that upon such issuance the Proponent shall be bound by the terms and the conditions set out herein.

By submittal of a proposal, the Proponent represents that they are fully experienced and properly qualified to undertake work of a nature and scope similar to that requested herein;

that they possess the competence, skills, experience, and expertise required to successfully carry out the work; that they are properly licensed, equipped, organized, and financed to perform such service; and that they have secured all the necessary information required by a competent, experienced Proponent to prepare a responsible and complete Proposal.

Proposal submitted by (please type/print)

---

Business name

---

Signature of signing officer

---

Name and title (please type/print)

---

Address

---

City and postal code

---

Email and phone number for main contact person

---

Date of submission

---

HST Registration Number

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## 6.2 List of References

Please attach a minimum of three (3) references including the information requested below. Reference checks will be completed.

Experience listed below must be relevant to the current project in scope and value. If there is additional information you wish to provide regarding references, please include it.

- Project name
- Company for whom the work was completed
- Role on completed project (i.e. general contractor/subcontractor)
- Value of the project or your portion of the project
- Contact name at the owner's facility including email and phone
- Date of completion