



**Nakusp and Area  
Community Forest Inc.**

**REQUEST FOR  
PROPOSALS**

Nakusp and Area Community Forest (2013) Inc.  
c/o BC Rural Development Consultants  
1031 Marshall Road,  
Castlegar, B.C. V1N 4V1  
(250) 777-1460  
Attention: Beth Oldham, GPC

**PACKAGE CONTENTS COVER SHEET**

- Request for Proposals (RFP) Notice
- Table of Contents
- Part A: Administration
- Part B: Requirements
- Part C: Attachments
  - Evaluation Criteria and Weightings
  - Required Proposal Outline
  - Specimen Contract and Schedules
  - Key Individual Experience Template
  - RFP Receipt Confirmation Form

**RFP Closing Time and Date: 12:00 P.M. (noon), February 28, 2023**

***Contractor Instructions:***

- 1. Please check to ensure that your package is complete, including all of the above contents.***
- 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 RFP.***

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## NOTICE OF REQUEST FOR PROPOSALS

### COMMUNITY FOREST MANAGEMENT NAKUSP AND AREA COMMUNITY FOREST INC.

Nakusp and Area Community Forest Inc. (NACFOR) invites proposals from qualified individuals and firms to fulfill the contract role of Community Forest Management.

The Village of Nakusp is the owner and sole shareholder of NACFOR, with a local seven-member Board of Directors providing management direction. Through its Community Forest Agreement, NACFOR manages a number of operating areas in the vicinity of Nakusp, with an allowable annual timber harvest of 20,000 cubic metres. NACFOR also owns private land and a Woodlot licence.

Under direction of the NACFOR Board of Directors (the Board), and the written goals, objectives, policies, business plan and roles & responsibilities of NACFOR, the Contractor acts as the Community Forest General Manager providing overall management services, including administration of the NACFOR Community Forest Agreement and ensuring the successful operation of the community forest corporation. Contractor provides oversight of sustainable forestry operations, marketing, community engagement; financial management; support to the Board of Directors; profit distribution; and local hiring strategies for the long term social, economic and environmental benefit of the community.

Proposals will be received ***no later than February 28, 2023 @ 12:00 P.M. (noon)*** at the address specified in the Request for Proposal information package. Late proposals will not be accepted. Proposals must be submitted in accordance with the terms and conditions specified in the information package.

Proponent ***inquiries will not be accepted after February 17, 2023.*** Inquiries are to be directed only to the NACFOR Representative identified below.

Request for Proposal packages are available only as an electronic attachment from the BC Bid website at: <https://new.bcbid.gov.bc.ca/>. Select "Browse for Bid Opportunities or Bid Results"; then "Browse opportunities by organization"; then "BC Rural Development" to download the package.

If NACFOR posts any addendum to the Request for Proposal package, it will be made by issuing an addendum to the above BC Bid website. Proponents are strongly encouraged to select "Send Me Amendments" that is included as an option on the Opportunity Notice published on BC Bid. By selecting this option a registered Proponent will be automatically notified of any amendment that may be issued. Proponents that are not registered with BC Bid can register by selecting "Supplier Registration" on the BC Bid home page. Proponents who do not register with BC Bid are solely responsible to continually monitor the BC Bid website on an ongoing basis to keep informed of any addendum.

The lowest priced or any proposal will not necessarily be accepted.

To obtain further information, please contact the NACFOR Representative:

Beth Oldham, GPC  
NACFOR RFP Coordinator Telephone: (250) 777-1460  
E-Mail: [beth@bcruraldevelopment.com](mailto:beth@bcruraldevelopment.com)

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# PART A: ADMINISTRATION

## GENERAL INFORMATION

### 1.1 Purpose

The purpose of this Request for Proposals (RFP) is to inform private sector businesses of a contract requirement of Nakusp and Area Community Forest Inc. (“NACFOR”), and to solicit detailed proposals from interested and qualified parties (“proponents”) setting out one or more means by which the stated goals, objectives and other requirements of the RFP may be best met.

### 1.2 Identification

This Request for Proposals includes:

- The Request for Proposals 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 RFP Package Contents Cover Sheet. It is the responsibility of proponents to ensure that they have all the components of the RFP package, including all attachments and subsequent addenda.

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

Proponents are advised to read the RFP thoroughly and respond appropriately to the entire RFP. An incomplete proposal may be rejected.

### 1.3 Changes to the RFP

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

NACFOR 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 RFP Receipt Confirmation Form to the NACFOR Representative to ensure that they receive any changes to the RFP.

If NACFOR posts any addendum to the Request for Proposal package, it will be made by issuing an addendum to the new BC Bid website: <https://new.bcbid.gov.bc.ca/>. Proponents are strongly encouraged to select “Send Me Amendments” that is included as an option on the Opportunity Notice published on BC Bid. By selecting this option a registered Proponent will be automatically notified of any amendment that may be issued. Proponents that are not registered with BC Bid can register by selecting “Supplier Registration” on the BC Bid home page. Proponents who do not register with BC Bid are solely responsible to continually monitor the BC Bid website on an ongoing basis to keep informed of any addendum.

### 1.4 Ownership of Proposals

All proposals submitted, other than any proposal withdrawn prior to the opening of proposals or any late proposal, become the property of NACFOR and will not be returned to proponents. All proposals will be received and held in confidence by NACFOR. Under the contract, the successful proponent will be required to assign copyright of the proposal and of all material produced during the term of the contract to NACFOR.

### 1.5 Conflict of Interest

Prospective proponents are not eligible to submit a proposal 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 NACFOR, to a conflict of interest in connection with the proposed contract.

## 1.6 Proponent Responsibility

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

## 1.7 Acceptance of Terms

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

## 1.8 Form of Agreement

Included with this RFP is a specimen contract which the successful proponent will be expected to enter into should a contract be awarded as a result of this RFP. An accepted proposal, or negotiated amended proposal, may form part of this contract.

Proponents 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.

## 1.9 No Lobbying

Proponents must not attempt to communicate directly or indirectly with any contractor or representative of NACFOR, including the evaluation committee, or any elected officials or employees of the Village of Nakusp, or with members of the public or the media, about this RFP or otherwise in respect of this RFP, other than the NACFOR Representative identified in the RFP Notice or as expressly directed or permitted by the NACFOR Representative.

## 1.10 Liability for Errors

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

## PREPARATION AND SUBMISSION

### 2.1 Inquiries

Inquiries must be directed only to the NACFOR Representative specified in the RFP Notice. The NACFOR Representative may require that an inquiry be submitted in writing, via email.

Inquiries and responses may be posted electronically on BC Bid as an amendment to the RFP or distributed to all proponents at NACFOR's option.

Inquiries will not be received after the date and time indicated as the inquiry deadline in the RFP Notice.

### 2.2 Proposal Outline

All copies of the proposal must conform to the proposal outline provided in the attachment to this RFP. 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.

### 2.3 Proposal Price

Proponents are solely responsible for their own expenses in preparing a proposal, including expenses to conduct negotiations with NACFOR following proposal evaluations, if any. If NACFOR elects to reject all proposals, NACFOR will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

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.

The rates and prices specified in the proposal price will include all fees; cash allowances; contingencies; unless otherwise specified in Part B or C, expenses of any kind; and, any taxes paid or payable by the Proponent to a supplier during the performance of the services under the Contract but shall **exclude** the Goods and Services Tax (GST) and any applicable Provincial Sales Tax (PST) that the Proponent is required to charge NACFOR as a taxable transaction.

NACFOR will pay any applicable taxes payable by it under law or agreement with the relevant taxation authorities.

Invoices must show the calculation of any applicable taxes (excluding taxes paid directly by the Contractor to a supplier and which were inclusive in the bid price) to be paid as a separate line item for the Billing Period(s).

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 proposal price shall be submitted in a separate envelope from the management and technical sections of the proposal, and in the manner specified in Parts B and C of this RFP.

## 2.4 Limitation of Damages

Further to the first paragraph under 2.3 above, the Proponent, by submitting a proposal, agrees that it will not claim damages, for whatever reason, relating to the Contract or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its proposal and the Proponent, by submitting a proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

## 2.5 Submission

One (1) complete hard copy and one digital copy (on flash drive) of the proposal must be received at the location and before the time specified in the Notice.

Proposals must be submitted in envelopes clearly marked with the name and address of the proponent and the words, "**Proposal for NACFOR Management Contract**" on the envelope. The proposal price should be submitted in a separate envelope marked, "**Proposal Price**". All envelopes should be sealed.

Proponents are solely responsible for timely delivery of their proposals to the location specified. Late proposals will be returned unopened.

Proposals will not be accepted by electronic transmission.

## 2.6 Revisions

Revisions to the proposal 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 RFP requirements;
- should be submitted in a sealed envelope to the NACFOR address shown in the RFP Notice;
- if not in a sealed envelope or if submitted by 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 or electronically submitted to the NACFOR Representative 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.

## 2.7 Withdrawal

A proposal may be withdrawn prior to the closing date and time by submitting a written request to withdraw to the NACFOR Representative identified in the Notice. Electronic transmission of a request to withdraw is acceptable. Upon closing time, all proposals become irrevocable.

## 2.8 Independent Submission

By submission of the proposal, the proponent certifies that the contents and prices in the proposal were independently developed without consultation with any other proponent or potential proponent.

Bid rigging, if proven, will be sufficient cause for rejection of the proposals of all proponents involved in that bid rigging and may result in disqualification from submission on all future NACFOR contracts.

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## EVALUATION AND AWARD

### 1.1 Contract Award

Depending on the proposals submitted in response to this RFP, a contract will normally be negotiated and executed with the leading proponent (the “frontrunner”) selected in accordance with the evaluation format contained in this RFP. The lowest priced or any proposal will not necessarily be accepted.

NACFOR reserves the right to:

- (a) accept proposals in whole or in part, with or without negotiation;
- (b) refuse award of the contract to a proponent NACFOR judges to be fully or over committed on other projects;
- (c) refuse award of the contract to a proponent where, in NACFOR’s sole opinion, the proposal does not represent fair value;
- (d) refuse award of the contract to a proponent where, in NACFOR’s sole opinion, the proposal price is considered too low to properly perform the contract; and
- (e) in the case of a sole proposal being received, either:
  - (i) cancel the RFP, return the proposal unopened to the proponent, and re-solicit proposals for better response with or without any change being made to the RFP; or
  - (ii) open the proposal without reference to the proponent, and, if such proposal does not merit contract award under the terms and conditions of this RFP, cancel the RFP and re-solicit proposals with or without any change being made to the RFP.

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.

### 1.2 Opening of Proposals

Envelopes containing the proposals are normally opened on or shortly after the Closing Date. To avoid the potential for price bias in the evaluation of proposals, proposal price envelopes are not opened until after the evaluation of the technical and management aspects of proposals is completed. Proposal opening and evaluation is not open to the public.

### 1.3 Mandatory Minimum Eligibility Criteria

Proponents must clearly demonstrate that their proposal meets the Mandatory Minimum Eligibility Criteria specified in the RFP. **Proposals that do not meet all of the Mandatory Minimum Eligibility Criteria will be rejected without further evaluation or consideration.**

### 1.4 Evaluation of the Technical and Management Aspects of Proposals

The technical and management aspects of proposals will be evaluated in accordance with the Proposal Evaluation Form attached to this RFP. Proposals must achieve the minimum evaluation points specified in the Proposal Evaluation Form in order to be placed on a shortlist for further consideration.

### 1.5 Evaluation of Proposal Price

Prices of only those proposals on the shortlist shall be evaluated in accordance with the method indicated on the Proposal Evaluation Form. The proponent selected according to the method in use shall be the “frontrunner”.

### 1.6 Frontrunner Notification

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

### 1.7 Interview of Key Individuals to Determine Suitability of the Frontrunner

NACFOR may interview the key individuals designated in the proponent’s proposal to assess scientific, technical or managerial abilities and to determine if they would be adequate for the proper performance of the proposed contract.



NACFOR may also conduct such independent reference checks or verifications as are deemed necessary by it, to clarify, test, or verify information contained in the proposal and to confirm the suitability of the key individuals and the proponent as frontrunner. If, at NACFOR's sole discretion, the frontrunner is deemed unsuitable or if the proposal 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 NACFOR may choose to terminate the RFP process and not enter into a contract with any of the proponents.

## 1.8 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 proposal 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 fourteen days of notification to the frontrunner, NACFOR 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 RFP process and not enter into a contract with any of the proponents.

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

NACFOR reserves the right to modify the RFP at any time during the negotiation phase without notification to other proponents.

## 1.9 Contract Execution

Following completion of negotiations, if any, or following the notification to a frontrunner of acceptance of their proposal, NACFOR shall complete as appropriate the specimen contract attached to this RFP and forward the contract to the frontrunner for execution. NACFOR reserves the right to modify the contract as necessary to be commensurate with the proposal or to recognize any new matter which may have arisen since the commencement of the RFP 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.

## SUMMARY OF CAUSES FOR REJECTION OF A PROPOSAL

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

- (a) a proposal is submitted after the closing time / date;
- (b) a proposal is submitted via electronic transmission;
- (c) failure to meet the required minimum eligibility criteria;
- (d) failure to achieve the required minimum scores in each section of the evaluation;
- (e) the proposal contains errors, omissions or misrepresentations which, in the sole opinion of NACFOR, are of a serious nature;
- (f) the proponent is deemed unsuitable by NACFOR; or
- (g) in the sole opinion of NACFOR, a proponent conflict of interest exists in connection with the contract.

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

- (a) failure to negotiate a contract with the frontrunner within fourteen days of notification;
- (b) failure to return a duly executed contract within the time specified in the NACFOR forwarding letter;
- (c) failure to follow the required outline;
- (d) the proposal is incomplete including failure to include attachments / template information;

- (e) the proposal includes a condition contrary to the terms and conditions of the RFP;
- (f) technical/performance requirements specified in the RFP are not met; or
- (g) the proposal specifies a pricing or a basis of payment which differs from that specified in the RFP.

## PART B: REQUIREMENTS

### 1. INTRODUCTION/BACKGROUND

Through this RFP, Nakusp and Area Community Forest Inc. (NACFOR) is inviting proposals from qualified individuals and firms to fulfill the contract role of Community Forest Management.

The Village of Nakusp is the owner and sole shareholder of NACFOR, with a local seven-member Board of Directors, including representatives from the Village of Nakusp Council and the Regional District of Central Kootenay Area K, providing management direction. NACFOR has held its current Community Forest Agreement since 2011. Through the agreement, NACFOR manages a number of operating areas in the vicinity of Nakusp, with an allowable annual timber harvest of 20,000 cubic metres. NACFOR also owns private land and a Woodlot licence.

Under direction of the NACFOR Board of Directors (the Board), and the written goals, objectives, policies, business plan and roles & responsibilities of NACFOR, the Contractor acts as the Community Forest General Manager providing overall management services, including administration of the NACFOR Community Forest Agreement and ensuring the successful operation of the community forest corporation, overseeing sustainable forestry operations, marketing, community engagement, financial management, support for Board of Directors, profit distribution, and local hiring strategies, for the long term social, economic and environmental benefit of the community.

### 2. RFP OBJECTIVE

The objective of this RFP is to secure the contract services of a Community Forest General Manager for a two-year term, with the opportunity to renew (extend) the contract for up to 3 additional one-year terms (5 years in total).

This RFP is open to qualified individuals and firms. If a proposal is being submitted by a firm, the firm's proposal must clearly designate one "Key Individual" who will be responsible to lead all of the services of the contract, as described in Schedule "A" of the accompanying Specimen Contract, and whose qualifications and experience will be assessed as a substantial part of the RFP evaluation process.

### 3. TIMELINE/MILESTONES

NACFOR anticipates the following approximate timeline:

- RFP evaluation complete and notification of the frontrunner - by March 7, 2023;
- Negotiations (if any) with the frontrunner finalized and contract confirmation - by March 15, 2023;
- Approval by the NACFOR Board of Directors - by March 21, 2023;
- Contract signed by the Contractor and NACFOR - by March 31, 2023; and
- Transition, as required, and start of work - by approx. June 1, 2023 (or as negotiated).

### 4. REQUIRED OUTPUTS/DELIVERABLES

The Services to be provided are detailed in the accompanying Specimen Contract - Schedule 'A'.

### 5. MANDATORY MINIMUM ELIGIBILITY CRITERIA

Proposals must meet the following Mandatory Minimum Eligibility Criteria to be eligible for evaluation and consideration:

#### **Key Individual General Manager Minimum Eligibility Criteria**

- a. Registered Professional Forester (RPF) registered in good standing with the Association of BC Forest Professionals (ABCFP)
- b. Minimum 5 years of experience working in forest management in B.C., including experience in the following areas:
  - i. Business planning, financial planning, project planning, budgeting and reporting;
  - ii. Forest development planning (e.g., Cutting Permit / Road Permit);

- iii. Post-harvest activities;
  - iv. Preparation of professional plans (e.g., Forest Stewardship Plans, Operating Plans, Management Plans, Harvest/Logging Plans and/or Site Plans, etc.);
  - v. Contract preparation and contract management related to forestry activities; and
  - vi. Public and stakeholder engagement and consultation.
- c. Valid Driver's Licence

### **Proposal Minimum Eligibility Criteria**

- a. Proponent proposes to maintain, or establish and maintain, an office (i.e., signed 'storefront') within the municipal boundaries of the Village of Nakusp, that includes:
  - i. Opportunity for walk-in general inquiries (from the public, contractors, customers, stakeholders, NACFOR representatives or other individuals having business related to the community forest) a minimum of 3 days per week, between Monday and Friday, a minimum of 5 hours per day;
  - ii. the provision of computer(s) and related equipment, telephone and message answering system, email system, photocopier, other general office equipment, secure filing, storage, off-site information back-up and all other related equipment and supplies as required to provide the Services of Schedule 'A'; and
  - iii. employment of an Office Assistant/Administrator, as required to maintain coverage during the office hours of operation.

Note: At its sole discretion, NACFOR reserves the right to negotiate (in accordance with Part A, Section 3.8 of this RFP) the details of the proposed office location / configuration with the proponent evaluated as the frontrunner or to provide a designated office space suitable to NACFOR.

## **6. PROPOSAL EVALUATION CRITERIA**

Proposals meeting the above Mandatory Minimum Eligibility Criteria will be evaluated, using the criteria listed below and presented on the attached Proposal Evaluation form. Proposals meeting the minimum points under the Technical and Management sections of the evaluation will be shortlisted. Shortlisted proposals will then receive a price evaluation utilizing the "Lowest Price Per Point" evaluation methodology shown on the Proposal Evaluation form to determine the "frontrunner". Proponents are advised to review the descriptions of the various evaluation criteria and the points allocated to each of the criteria on the Proposal Evaluation form to gain an understanding of their relative weighting in the evaluation.

### **Technical Criteria**

- a. RFP Objectives Met
  - Addresses the objectives of the RFP.
  - Demonstrates an understanding of the role and requirements of the contract Community Forest Management role.
  - Demonstrates an up-to-date approach.
  - Demonstrates a level of effort adequate to fulfill the position accountabilities and deliver the Services.
- b. Understanding of Deliverables
  - Demonstrates an understanding of the deliverables required to meet NACFOR's requirements and the position responsibilities.
- c. Technology
  - Demonstrates an understanding, and proposed use, of up-to-date techniques and technology.
- d. Quality and Clarity of Proposal
  - Proposal is clear, concise, logical, and well-written.

## Management Criteria

- a. Key Individual Forest Management Experience
  - Amount and depth of experience in:
    - Business planning, project planning, budgeting and reporting;
    - Forest development planning (e.g., Cutting Permit / Road Permit);
    - Post-harvest activities (e.g. waste and residue, silviculture)
    - Preparation of professional plans (e.g., Forest Stewardship Plans, Operating Plans, Management Plans, Harvest/Logging Plans, Site Plans, etc.);
    - Contract negotiation, preparation and contract management related to forestry activities;
    - Fibre supply, log marketing and sales;
    - Public and stakeholder engagement and consultation; and
    - Liaison with Ministry of Forests, Lands and Natural Resource Operations and other government agencies;
    - Working with, supporting and reporting to a Board of Directors.
- b. Key Individual Operational / Technical Forestry Experience
  - Amount and depth of experience in activities such as: cutblock and road layout, timber cruising, timber appraisals, planning and administration of silviculture treatments, supervision or monitoring of timber harvesting and road construction, waste assessments, resource assessments, etc.
- c. Key Individual Community Engagement Experience
  - Amount and depth of experience in activities such as: responding to questions and enquiries, organizing and facilitating public meetings / public open houses, promoting public education / awareness and community involvement, dealing with government and non-governmental organizations, providing information to the media and responding to media inquiries, etc.
- d. Conceptual Plan for Operations
  - Concept, methodology and organization are thorough and realistic towards achieving the management responsibilities and providing the services and deliverables needed for the overall success of NACFOR. If a team approach is proposed, provide a description of the mechanics of the team and approximate commitment of resources.
  - Clear plan for accessing required resources (e.g., qualified professionals, expertise, equipment, technology, etc.), preferably from local sources, and becoming operational within an acceptable timeline.
  - Cost-effective plan for soliciting and securing contractors (e.g., for forest management services, road construction, forest harvesting, silviculture and administrative services), including implementation of local-hire strategies.
  - Proposed plan for Office Operations is realistic and will fully meet the needs of NACFOR, its contractors and customers, stakeholders and the public.
- e. Additional Benefits and/or Innovative Approaches Proposed
  - Proponent proposes additional, enhanced, or innovative approaches, beyond basic requirements, beneficial to NACFOR and/or the community, especially related to the NACFOR Strategic Goals and Objectives and proposed strategies for local hire.
- f. References
  - Provides references which confirm the proponent's experience and abilities in the roles described in the Key Individual Experience Template.

## **7. RISK MANAGEMENT REQUIREMENTS**

Insurance, WorkSafeBC, and Safe Company requirements are as specified in the accompanying Specimen Contract, summarized as follows:

- Comprehensive General Liability insurance in the amount of \$2,000,000 per occurrence, including \$500,000 forest fire fighting expense coverage;
- Third Party Automobile Liability insurance in an amount not less than \$2 million inclusive per occurrence for all licensed vehicles or off road vehicles;
- Professional Liability (e.g., Errors & Omissions) Insurance adequate for the activities under the contract;
- WorkSafeBC coverage adequate for the activities under this contract; and
- The Contractor will be required to be certified, or become certified as soon as practicable, as a Safe Company with the BC Forest Safety Council.

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

Contract pricing and payment information is detailed in the accompanying Specimen Contract and the contract Schedule 'B'.

## **9. OTHER TERMS AND CONDITIONS**

### **Contract Option to Renew**

The Community Forest Management contract contains an Option to Renew. The contract term is two years, with the option to renew (extend) the contract for up to 3 additional one-year terms (5 years in total).

# PART C: ATTACHMENTS



**Nakusp and Area  
Community Forest Inc.**

## REQUEST FOR PROPOSALS Proposal Evaluation

### PROPOSAL EVALUATION

RFP NAME	CONTRACTOR IDENTIFICATION				
<b>COMMUNITY FOREST Management</b>	A				
	B				
	C				
	D				
	E				
OPENING AND COMPLIANCE	A	B	C	D	E
<ul style="list-style-type: none"> <li>Proposal Received On Time / Not Withdrawn</li> <li>Required Format (Not Faxed or Emailed)</li> <li>Proposal Meets all Mandatory Minimum Eligibility Criteria</li> <li>Other: _____</li> </ul>					
<b>ACCEPTED FOR EVALUATION (Yes/No)</b> <small>Attach details regarding reasons for rejecting any proposal.</small>					

PROPOSALS OPENED AT \_\_\_\_\_ A.M./P.M. ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_.

EVALUATION TEAM:

PROPOSAL EVALUATION		ONLY ACCEPTED PROPOSALS CONSIDERED									
		<b>Rating = Evaluation "Decimal" Scale on following page</b> <b>Score = Rating x Maximum Points</b>									
		Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score
<b>TECHNICAL</b>	<b>Max Points</b>	A		B		C		D		E	
a. RFP Objectives Met	250										
b. Understanding of Deliverables	150										
c. Technology	150										
d. Quality and Clarity of Proposal	200										
<b>(1) Subtotal Points: Min = 390 Max =</b>	<b>650</b>	---		---		---		---		---	
<b>MANAGEMENT</b>	<b>Max Points</b>	A		B		C		D		E	
a. Key Individual Forest Management Experience	500										
b. Key Individuals Operational / Technical Forestry Experience	200										
c. Key Individuals Community Engagement Experience	300										
d. Conceptual Plan for Operations	400										
e. Additional Benefits and/or Innovative Approaches Proposed	250										
f. References	100										
<b>(2) Subtotal Points: Min= 1225 Max=</b>	<b>1750</b>	---		---		---		---		---	
<b>(3) GRAND TOTAL (1) + (2) Max =</b>	<b>2400</b>	---		---		---		---		---	



SHORTLISTING	A	B	C	D	E
<b>SHORTLISTED</b> Each subtotal point score must equal or exceed the minimum required score in lines (1) & (2) (Enter 'Yes' or 'No')					

PRICE EVALUATION	ONLY SHORTLISTED PROPOSALS CONSIDERED				
<input type="checkbox"/> <b>Lowest Qualified Price:</b> Front-runner has lowest price in line (4) below			<input type="checkbox"/> <b>Lowest Price Per Point:</b> Front-runner has lowest price per point in line (6) below		
			] ← <b>Price Evaluation System to be Used</b> (Check <b>one</b> box only)		
(4) Proposal Price (5) Price Per Point (4) ÷ (3) FRONTRUNNER (Mark with an 'X')	A	B	C	D	E
\$	\$	\$	\$	\$	\$

RECOMMENDATIONS	SIGNATURES:
	_____
	_____
	_____
	Evaluation Team Chair

AWARD	SIGNATURE OF AUTHORIZED AUTHORITY:	DATE:
PROPOSALS _____ ACCEPTED (A,B, or C, etc.)		

### TECHNICAL EVALUATION

Term	The award of evaluation points is based upon the degree to which the proposal:
<b>RFP Objectives Met</b>	<ol style="list-style-type: none"> <li>1. Addresses the objectives of the RFP.</li> <li>2. Demonstrates an understanding of the role and requirements of the contract Community Forest General Manager position.</li> <li>3. Demonstrates an up-to-date approach.</li> <li>4. Demonstrates a level of effort adequate to fulfill the position accountabilities and deliver the Services.</li> </ol>
<b>Understanding of Deliverables</b>	<ol style="list-style-type: none"> <li>5. Demonstrates an understanding of the deliverables required to meet NACFOR's requirements and the position responsibilities.</li> </ol>
<b>Technology</b>	<ol style="list-style-type: none"> <li>6. Demonstrates an understanding, and proposed use, of up-to-date techniques and technology.</li> </ol>
<b>Clarity of Proposal</b>	<ol style="list-style-type: none"> <li>7. Proposal is clear, concise, logical, and well-written.</li> </ol>

### MANAGEMENT EVALUATION

Term	The award of evaluation points is based upon the degree to which the proposal:
<b>Key Individual Forest Management Experience</b>	<ol style="list-style-type: none"> <li>1. Amount and depth of experience in: <ul style="list-style-type: none"> <li>➤ Business planning, project planning, budgeting and reporting;</li> <li>➤ Forest development (e.g., Cutting Permit / Road Permit) planning;</li> <li>➤ Post-harvest activities (e.g., waste and residue and silviculture)</li> <li>➤ Preparation of professional plans (e.g., Forest Stewardship Plans, Operating Plans, Management Plans, Harvest/Logging Plans, Site Plans, etc.);</li> <li>➤ Contract negotiation, preparation and contract management related to forestry activities;</li> <li>➤ Fibre supply, log marketing and sales;</li> <li>➤ Public and stakeholder engagement and consultation; and</li> <li>➤ Liaison with Ministry of Forests, Lands and Natural Resource Operations and other government agencies.</li> <li>➤ Working with, supporting and reporting to a Board of Directors.</li> </ul> </li> </ol>
<b>Key Individual Operational / Technical Forestry Experience</b>	<ol style="list-style-type: none"> <li>2. Amount and depth of experience in activities such as: cutblock and road layout, timber cruising, timber appraisals, planning and administration of silviculture treatments, supervision or monitoring of timber harvesting and road construction, waste assessments, resource assessments, etc.</li> </ol>
<b>Key Individual Community Engagement Experience</b>	<ol style="list-style-type: none"> <li>3. Amount and depth of experience in activities such as: responding to questions and enquiries, organizing and facilitating public meetings / public open houses, promoting public education / awareness and community involvement, dealing with government and non-governmental organizations, providing information to the media and responding to media inquiries, etc.</li> </ol>

<b>Conceptual Plan for Operations</b>	<p>4. Concept, methodology and organization are thorough and realistic towards achieving the position responsibilities and providing the services and deliverables needed for the overall success of NACFOR.</p> <p>5. Clear plan for accessing required resources (e.g., qualified professionals, expertise, equipment, technology, etc.), preferably from local sources, and becoming operational within an acceptable timeline.</p> <p>6. Cost-effective plan for soliciting and securing contractors (e.g., for forest management services, road construction, forest harvesting, silviculture and administrative services), including implementation of local-hire strategies.</p> <p>7. Proposed plan for Office Operations is realistic and will fully meet the needs of NACFOR, its contractors and customers, stakeholders and the public.</p>
<b>Additional Benefits and/or Innovative Approaches Proposed</b>	<p>8. Proponent proposes additional, enhanced, or innovative approaches, beyond basic requirements, beneficial to NACFOR and/or the community, especially related to the NACFOR Strategic Goals and Objectives and proposed strategies for local hire.</p>
<b>References</b>	<p>9. Provides references which confirm the proponent's experience and abilities in the roles described in the <i>Key Individual Experience Template</i>.</p>

### MINIMUM EVALUATION POINTS REQUIREMENT

Proposals must achieve the specified minimum evaluation points in **each** of the technical and management evaluations to be considered further in the evaluation and award process. Proposals that meet or exceed **all** minimum values are classified as "shortlisted" proposals.

### PRICE EVALUATION

The selection of either of the following price evaluation methods is indicated in the Price Evaluation section above.

<b>Lowest Price Per Point Method</b>	The total evaluation points of the technical, management, and presentation/interview aspects of each shortlisted proposal are divided into the proposal price to obtain a price per point. The contract is awarded to the proponent having the proposal with the lowest price per point.
<b>Lowest Qualified Price Method</b>	The contract is awarded to the proponent having the lowest-priced shortlisted proposal.

- If the lowest price per point method is used, and two proposals are identically scored having the same price per point, the contract will be awarded based on the lower price. If the lowest qualified price method is used, and two qualified proposals have the same low price, the contract will be awarded based on the higher evaluation score.
- If, after either of the above alternatives are exercised and both proposals are still equal, then the contract may be awarded based on further evaluation criteria as determined by NACFOR.

**EVALUATION “DECIMAL” SCALE**

<b>Rating</b>		<b>Description</b>
<b>1.0</b>	Excellent	Exceeds the requirements of the criterion in superlative beneficial ways; very desirable.
<b>0.9</b>	Very Good	Exceeds the requirements of the criterion in ways that are beneficial to NACFOR’s needs.
<b>0.8</b>	Good	Exceeds the requirements of the criterion, but in a manner that is not particularly beneficial to NACFOR’s needs.
<b>0.7</b>		Fully meets all requirements of the criterion.
<b>0.6</b>	Average	Adequately meets most of the requirements of the criterion. May be lacking in some areas that are not critical
<b>0.5</b>		Barely meets most of the requirements of the criterion to a minimum level. May be lacking in some areas that are not critical.
<b>0.4</b>	Poor	Addresses most, but not all, of the requirements of a criterion to the minimum level. Lacking in critical areas.
<b>0.3</b>		Poor to very poor.
<b>0.2</b>	Very Poor	Minimally addresses some, but not all, of the requirements of the criterion. Lacking in critical areas.
<b>0.1</b>		Very Poor to unsatisfactory.
<b>0.0</b>	Unsatisfactory	Does not satisfy the requirements of the criterion in any manner.

## REQUIRED PROPOSAL OUTLINE

### Contractor Instructions:

The proposal must be prepared in accordance with the following outline. Be sure to address all the requirements of the RFP. This outline is not intended as a guide to, nor does it replace, the requirements of the RFP.

### TITLE PAGE

Show the RFP name, submission closing date, proponent name, address, telephone number, email address, and the name of the proponent contact person.

### LETTER OF INTRODUCTION

One page, introducing the firm and the proposal, signed by the person(s) authorized to sign on behalf of, and bind the firm to all of the terms and conditions of the RFP and statements made in the proposal submission.

### TABLE OF CONTENTS

Show the page numbers of all major headings. (Optional where proposals are less than 20 pages.)

### MANAGEMENT PROPOSAL

Ensure the proposal addresses the following subject areas. Include sub-headings or additional subjects or topic areas as desired.

#### Key Individual

Identify the "Key Individual" who will be responsible to lead all of the services of the contract, as described in Schedule "A" of the accompanying Specimen Contract. Using the **Key Individual Experience Template** and a current Resume, indicate the Key Individual's relevant qualifications and experience for each of the specified categories of experience, and provide references for past projects or positions held.

#### Conceptual Plan for Operations

Refer to the Proposal Evaluation Criteria for a detailed description of this required element. Provide a thorough description of proposed concept, methodology and organization, resourcing strategy, plans for securing contractors, local-hire strategies, plan for office operations and any other relevant subject areas. If a team approach is proposed, provide a description of the mechanics of the team and approximate commitment of resources. Add experience templates and resumes as appropriate for team members, with one proponent clearly identified as the General Manager.

#### Additional Benefits and/or Innovative Approaches Proposed

If applicable, outline any additional, enhanced, or innovative approaches being proposed, beyond basic requirements, beneficial to NACFOR and/or the community, especially related to the NACFOR Strategic Goals and Objectives and proposed strategies for local hire.

### PRICE PROPOSAL (submitted in separate sealed envelope)

NACFOR will evaluate the technical and management aspects of proposals without reference to proponent prices. This avoids price-related bias in the evaluation. To make this manner of evaluation possible, it is necessary for proponents to **submit the price proposal in a separate envelope** from the remainder of the proposal.

Please refer to the Specimen Contract Schedule 'B' for a detailed description of the Fees and pricing calculations. The Price Proposal must conform to the following:

- a. Specify the all-found rates per unit by function and the total Fees to be paid for the Key Individual providing all of the Management Schedule 'A' Services and for the Office Operation based on the estimated quantities indicated in the Specimen Contract Schedule 'B'
- b. The all-found rates (Fees) do not include any other fees or expenses or taxes (e.g., GST).

It is recommended that the Price Proposal be submitted using a copy of the Specimen Contract Schedule 'B'. Alternatively, proponents may use their own form provided it shows the all-found rate(s) proposed multiplied

by the total number of units for the 2-year term to arrive at a total price. Where an error/miscalculation of the total amount is made, the all-found rate per unit will prevail and a corrected total value will be used.

## ATTACHMENTS

- Attach the completed **Key Individual Experience Template** for the General Manager and for any individuals participating in forestry activities under a team approach.
- Attach current **Resumes** for all Key Individuals.
- Attach any additional information desired, such as company brochures, a list of previous projects undertaken by the firm, etc. (optional).

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## SPECIMEN CONTRACT AND SCHEDULES

### PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT is dated for reference the \_\_\_\_ day of \_\_\_\_\_, 2023.

BETWEEN:

**Nakusp and Area Community Forest Inc.**  
**("NACFOR")**

OF THE FIRST PART

AND:

(the "**Contractor**")

OF THE SECOND PART

referred herein to as "the Parties".

#### WHEREAS:

- A. NACFOR requires the services described in this Agreement to be carried out for its benefit;
- B. The Contractor has agreed to provide the services to NACFOR on the terms and conditions stated in this Agreement, including Schedules A and B.

**NOW THEREFORE** NACFOR and the Contractor, in consideration of their mutual duties and responsibilities to one another as set out in this Agreement, agree as follows:

#### ARTICLE 1 - DEFINITIONS

1.1 In this Agreement:

- (a) "**Agreement**" means this agreement and all Schedules attached to this Agreement.
- (b) "**Services**" means the Contractor's duties and responsibilities to NACFOR as described in Schedule "A" hereto.
- (c) "**Term**" means the term of this Agreement as set out in section 2.1.

#### ARTICLE 2 – TERM

- 2.1 The Term of this Agreement is for two years (24 months) from \_\_\_\_\_, 2023 to \_\_\_\_\_, 2025 inclusive.
- 2.2 Subject to satisfactory performance by the Contractor and availability of funding by NACFOR, the Parties may agree in writing to renew this Agreement for a further Term of 12 months. Should the option to renew be exercised it is expected that the Contractor's bid rate or bid price in the preceding term may change in the subsequent term in accordance with an increase in the annual rate of the British Columbia Consumer Price Index (CPI). On mutual agreement the agreement can be extended, including any mutually agreed-to amendments, a total of three terms of 12 months to a maximum of 4 (four) terms (5 years in total).

### **ARTICLE 3 – CONTRACTOR'S DUTIES AND RESPONSIBILITIES TO NACFOR AND USE OF SUB-CONTRACTORS**

- 3.1 The Contractor must:
- (a) render the Services to NACFOR with that degree of care, skill and diligence normally provided by Contractors having similar qualifications in the performance of duties of a similar nature to the Services;
  - (b) render the Services in compliance with all applicable statutes and regulations;
  - (c) charge for the performance of all of the Services only the fees and disbursements authorized under Schedule "B" of this Agreement;
  - (d) render the Services in a timely manner, and in any event complete the Services prior to the end of the Term.
- 3.2 All of the Services shall be performed by the "Key Individual" designated in Schedule "A" of this Agreement and there shall be no substitution for this individual without the advance written approval of NACFOR.
- 3.3 The Contractor must not sub-contract any portion of the Services or retain any Sub-Contractor without the advance written approval of NACFOR. The terms of any contract by which the Contractor retains a Sub-Contractor must include a provision requiring the Sub-Contractor to comply with the requirements of this Agreement that relate to the Services provided by that Sub-Contractor.

### **ARTICLE 4 – NACFOR'S DUTIES AND RESPONSIBILITIES TO THE CONTRACTOR**

- 4.1 NACFOR must:
- (a) make available to the Contractor all relevant information or data which is within the custody or control of NACFOR and is required by the Contractor for the performance of the Services;



- (b) give reasonably prompt consideration to all draft reports, drawings, proposals and other documents that relate to Contractor's performance of the Services, as provided to NACFOR by the Contractor, and inform the Contractor of a decision in a reasonable time so as not to delay the performance of the Services of the Contractor;
- (c) pay to the Contractor for the Services the fees and any disbursements authorized under this Agreement.

## ARTICLE 5 – FEES AND EXPENSES

- 5.1 The Contractor shall submit at the end of each month, or such other time period as NACFOR directs, an invoice detailing all Services performed and the fees for those Services.
- 5.3 The Contractor shall invoice in a timely manner as Services and expenses occur. All invoices received shall be reviewed by NACFOR, and payments processed, in accordance with NACFOR's accounting practices.
- 5.4 NACFOR shall not be responsible to reimburse the Contractor for any expenses or disbursements incurred by the Contractor, unless the expense or disbursement is reasonably necessary for the provision of the Services and has been approved in advance by NACFOR, and unless copies of all receipts or invoices accompany the request for reimbursement.
- 5.5 The Contractor shall remit to the appropriate taxing authority all taxes, deductions, and other assessments payable by the Contractor in respect of the fees payable by NACFOR, including but not limited to GST. The Contractor's GST registration number is \_\_\_\_\_.

## ARTICLE 6 - TERMINATION

### BY NACFOR:

- 6.1 If the Contractor becomes insolvent or bankrupt, or if the Contractor makes a proposal to or enters into an arrangement with its creditors under the *Bankruptcy and Insolvency Act* or any other similar legislation, NACFOR may immediately terminate this Agreement by providing written notice of termination to the Contractor.
- 6.2 If the Contractor is in default in the performance of any of its material obligations under this Agreement, then NACFOR by written notice to the Contractor may require such default to be corrected. If within fourteen (14) days after receipt of such notice the default has not been corrected, NACFOR, without limiting any other right or remedy it may have, may immediately terminate this Agreement. In the event of such termination NACFOR must pay the Contractor for the Services performed to the date of termination, and for any approved disbursements incurred by the Contractor to the date of termination, less any amounts necessary to compensate NACFOR for damages or costs incurred by NACFOR arising from the Contractor's default.

### BY EITHER PARTY:

- 6.3 Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by providing 90 days written notice to the other party. In the event of such termination NACFOR must pay the Contractor for the Services performed to the effective date of such termination, and the Contractor must continue to provide the Services to the effective date of such termination.

## **ARTICLE 7 – INDEMNIFICATION AND INSURANCE**

- 7.1 This is an agreement for service and nothing in this agreement is intended to create a partnership, syndicate, joint venture or employee-employer relationship. The Contractor shall indemnify the Company from any and all claims from any governmental department in any jurisdiction regarding remittance of GST, income tax or other statutory withholdings that were not withheld, deducted or remitted by the Contractor on behalf of the Contractor.
- 7.2 The Contractor shall maintain throughout the term of this Agreement Comprehensive General Liability insurance in the amount of \$2,000,000 per occurrence, including \$500,000 forest fire fighting expense coverage, insuring the Contractor against any claims for personal injury or death, property damage, or economic loss arising out of or related to the performance of the Services, including any error or omission on the Contractor's part.
- 7.3 Where any licensed vehicle or off road vehicle is owned, leased, rented, or used in the performance of this Agreement, Third Party Automobile Liability insurance in an amount not less than \$2 million inclusive per occurrence must be provided for any such vehicle.
- 7.4 The Contractor shall maintain throughout the term of this Agreement Professional Liability Insurance adequate for the activities under this Agreement.
- 7.5 When requested by NACFOR, the Contractor shall provide certified copies of required insurance policies.
- 7.6 The Contractor will maintain WorkSafeBC coverage adequate for the activities under this contract and operate in compliance with the Workers Compensation Act and its regulations.
- 7.7 The Contractor shall release, indemnify and keep indemnified NACFOR, its directors, officers, employees, agents and contractors from and against all claims, costs, losses, damages, actions, causes of action, expenses and costs arising from an error, omission or negligent act of the Contractor or a Sub-Contractor in the performance of the Services, or arising from a breach of this Agreement by the Contractor.

## **ARTICLE 8 – CONFIDENTIALITY, OWNERSHIP and FREEDOM OF INFORMATION**

- 8.1 The Contractor must not disclose any information, data or records of NACFOR to any person, other than representatives of NACFOR duly designated for that purpose in writing by NACFOR, except as may be approved by NACFOR where necessary for the performance of the Services. The Contractor must not use for the Contractor's own purposes, or for any purpose other than the provision of the Services to NACFOR, any information, data or record the Contractor may acquire as a result of being engaged pursuant to this Agreement.

- 8.2 The Contractor must not, during the term of this Agreement, perform a service for, or provide advice to any person, firm or corporation, which gives rise to a conflict of interest between the obligations of the Contractor under this Agreement and the obligation of the Contractor to such other person, firm or corporation.
- 8.3 All plans, maps, reports, specifications, manuals, preliminary drafts, copies, data and information and all other property and materials which are produced under this Agreement in connection with the Services are and will remain the property of NACFOR even though the Contractor or another party has physical possession of them. Until the termination of this Agreement, the Contractor may retain copies, including reproducible copies, of maps, reports, manuals, data or information in connection with the Services. The Contractor must not use the maps, reports, manuals, plans, specifications, preliminary drafts, copies, data, information or other property and materials which are produced under this Agreement on other projects or for other clients except with the written consent of NACFOR.
- 8.4 Upon termination of this Agreement, the Contractor must turn over to NACFOR all maps, reports, plans, specifications, manuals, preliminary drafts, copies, data and information and all other property and materials produced under this Agreement.
- 8.5 The parties to this Agreement recognize that a breach by the Contractor of any of the requirements contained in paragraphs 8.1 to 8.4 hereof would result in damages to NACFOR and that NACFOR could not adequately be compensated for such damages by monetary award. Accordingly, the Contractor agrees that, in the event of any such breach, in addition to all other remedies available to NACFOR at law or in equity, NACFOR shall be entitled as a matter of right to apply to a court of competent equitable jurisdiction for such relief by way of restraining order, injunction, decree or otherwise as may be appropriate to ensure compliance with this article.

## ARTICLE 9 - NOTICES

- 9.1 Any notice required or permitted under this Agreement shall be in writing and delivered personally, or sent by prepaid registered mail, or email to the recipient, at:
- (i) President of the Board of Directors  
Nakusp and Area Community Forest Inc.  
c/o The Village of Nakusp  
91 - 1st Street N.W.  
P.O. Box 280  
Nakusp, B.C.  
V0G 1R0  
Fax: (250) 265-3788
  - (ii) To the Contractor:

or to such other address as the other party may advise in writing. Any notice delivered personally, or email shall be deemed to have been received on the day it was delivered, and if by prepaid registered mail, on the fifth business day following the date of mailing.

#### **ARTICLE 10 - ENTIRE AGREEMENT**

10.1 This Agreement constitutes the entire Agreement between NACFOR and the Contractor and supersedes all previous expectations, understandings, communications, representations and agreements whether verbal or written between NACFOR and the Contractor with respect to the Services and may not be modified except by subsequent agreement in writing executed by NACFOR and the Contractor.

#### **ARTICLE 11 - NO DUTY OF CARE**

11.1 The Contractor acknowledges that NACFOR, in the preparation of this Agreement, in the supply of oral or written information to the Contractor, or the carrying out of NACFOR's responsibilities under this Agreement, does not owe a duty of care to the Contractor and the Contractor waives for itself, its successors and assigns, the right to sue NACFOR in tort 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 this Agreement, in the supply of oral or written information to proponents, in the review of proposals, or the carrying out of NACFOR's responsibilities under this Agreement.

#### **ARTICLE 12 - WAIVER**

12.1 Except as may be specifically agreed in writing, no action or failure to act by NACFOR or the Contractor shall constitute a waiver of any right or duty afforded either of them under this Agreement nor shall any such action or failure to act constitute an approval of or acquiescence in any breach of this Agreement.

#### **ARTICLE 13 - RELATIONSHIP**

13.1 The legal relationship between the Contractor and NACFOR arising pursuant to this Agreement is that of an independent contractor and purchaser of such services, and, in particular and without limiting the generality of the foregoing, nothing in this Agreement shall be construed so as to render the relationship between the Contractor and NACFOR to be that of partners in a partnership or joint venture, or employee and employer.

#### **ARTICLE 14 - CONFLICT OF INTEREST AND DISCLOSURE**

14.1 The Contractor shall take such steps as are necessary to avoid a conflict or conflicts of interest between the services provided by the Contractor to other persons, firms or corporations and those the Contractor is obliged to provide pursuant to this Agreement. Where such a conflict or conflicts have occurred or may be perceived to have occurred, the Contractor shall forthwith disclose the details thereof to NACFOR in writing.

## **ARTICLE 15 - VALIDITY**

15.1 If any part of this Agreement is or is declared invalid, the remainder shall continue in full force and effect and be construed as if the Agreement had been executed without the invalid portion.

## **ARTICLE 16 – SURVIVAL OF CERTAIN TERMS**

16.1 It is understood and agreed that section 7.2 and Article 8 shall subsist following the end of the term, or the early termination of this Agreement for any reason whatsoever, and that those provisions are severable for such purpose.

## **ARTICLE 17 – APPLICABLE LAW**

17.1 The laws of the Province of British Columbia shall govern this Agreement and any arbitration or litigation in respect thereof.

## **ARTICLE 18 - HEADINGS**

18.1 The captions or headings appearing in this Agreement are inserted for convenience only and shall not affect the interpretation of this Agreement.

## **ARTICLE 19 - TRANSFER OF INTEREST**

19.1 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns. The Contractor may not assign, subcontract or transfer any interest in this Agreement without the prior written consent of NACFOR.

**IN WITNESS WHEREOF** NACFOR and the Contractor have executed this Agreement as of the day, month and year first above written hereto and have set their hands and seals as of the day and year first above written.

**Nakusp and Area Community Forest Inc. (NACFOR)**

by its authorized signatories:

\_\_\_\_\_)  
\_\_\_\_\_)  
\_\_\_\_\_)  
Name \_\_\_\_\_)  
\_\_\_\_\_)  
\_\_\_\_\_)  
Name \_\_\_\_\_)

\_\_\_\_\_ **(Contractor)**

by its authorized signatories:

\_\_\_\_\_)  
\_\_\_\_\_)  
\_\_\_\_\_)  
Name \_\_\_\_\_)

**SIGNED, SEALED AND DELIVERED**

In the presence of:

\_\_\_\_\_)  
\_\_\_\_\_)  
\_\_\_\_\_)  
Witness \_\_\_\_\_)  
\_\_\_\_\_)  
\_\_\_\_\_)  
Address \_\_\_\_\_)  
\_\_\_\_\_)  
\_\_\_\_\_)  
Occupation \_\_\_\_\_)  
\_\_\_\_\_)

## SCHEDULE “A”

### SERVICES

#### Key Individual

All of the Services shall be performed by the “Key Individual”, \_\_\_\_\_, and there shall be no substitution for this individual without the advance written approval of NACFOR.

#### General Accountability

Under direction of the NACFOR Board of Directors (the Board), and the written goals, objectives, policies, business plan and roles & responsibilities of NACFOR, the Contractor acts as the NACFOR General Manager providing overall management services, including administration of the NACFOR Community Forest Agreement and ensuring the successful operation of the community forest corporation, overseeing sustainable forestry operations, marketing, community engagement and local hiring strategies, for the long term social, economic and environmental benefit of the community. The Contractor is additionally responsible for financial management of the organization as well as supporting the Board with related oversight tasks.

#### Specific Accountabilities

The General Manager is responsible for the following:

##### **1. Board Liaison and Reporting**

- Serve as the link between the daily operations of NACFOR and the Board;
- Attend monthly meetings of the Board and committee meetings as required; provide considerable administrative support to the board, including but not limited to scheduling, agenda prep, acting as recording secretary at meetings;
- Support the Board in policy development and strategic planning;
- Administer the Board’s profit distribution program(s) – donations program and dividends and
- As directed by the Board, provide regular written reports and presentations related to aspects of the General Manager’s duties and the operations of NACFOR, including:
  - Annual Work Plan progress updates;
  - Cash-flow forecasts and financial / budget projections;
  - Annual revenue/cost financial analyses for planned forest development / cutting permits;
  - Annual reporting;
  - Open house meetings;
  - Monthly management and financial reporting; and
  - Bi-annual reconciliation of actual revenue/expenditures vs. budget.

##### **2. Business and Administration**

- Prepare, submit for Board approval, and manage NACFOR’s annual work plan, business plan, and budget;
- Solicit for, negotiate and prepare contracts for Board approval for all contracted services, including forest management consultants, road construction, forest harvesting, silviculture and administrative services, giving preference to local hiring wherever possible;
- Monitor consultants and contractors working for the organization, ensuring contract conformance, and efficient coordination of the day-to-day operations and activities of the organization;

- Ensure accurate expenses coding for all contract expenditures and timely processing of payments to contractors;
- Implement or utilize existing electronic systems to track planning requirements, forestry operations, road status and legal obligations, as well as associated financial information;
- Maintain the NACFOR 'store front' office, open to walk-in inquiries from the public, contractors, businesspersons, NACFOR representatives or other individuals having business related to the community forest; and
- Maintain secure filing of all NACFOR administrative, contract and forestry files (hardcopy and digital), including off-site back-up of digital information as well as periodic back-up of data to an additional off-site location and on a schedule directed by the Board.
- Support Village-appointed financial auditor in annual financial audit

### **3. Forestry Operations and Marketing**

- Conduct inventories of the forest resource and undertake timber supply analysis and strategic and operational planning to establish and achieve business plan, annual work plan and sustainable fibre supply goals;
- Ensure the completion of appropriate planning, public/stakeholder consultation, field reconnaissance, layout, resource assessments, field marking and mapping as required for efficient and orderly resource development planning;
- Acquire or develop, and submit, all required plans and permits, including a Forest Stewardship Plan, Site Plans and permits (e.g., road permits, cutting permits), and obtain associated approvals to authorize road construction and harvesting of forest resources;
- Ensure that all planning and operations are in compliance with the legal requirements of legislation, higher level plans, the Community Forest Agreement, the Forest Stewardship Plan, the Management Plan and public consultation requirements, as well as achieving NACFOR's management and timber supply objectives;
- Ensure conformance with established standards, including the requirements of the NACFOR Environmental Safety and Management System in all planning, road construction, road maintenance and deactivation, timber harvesting and hauling and silviculture activities carried out by independent contractors working for NACFOR.
- Ensure the achievement of legal reforestation obligations, timelines and reporting requirements for all areas where timber harvesting takes place, including the planning and coordination of silviculture treatments, seedling acquisition and surveys;
- Maintain compliance with all legally required planning and reporting requirements to government (e.g., notification of start of timber harvesting or road building, waste assessments, RESULTS reporting, fire preparedness plans, annual reporting, etc.);
- Protect the forest resources by undertaking regular surveillance activities to detect and evaluate the significance of any forest health issues within the tenure area, including developing management strategies;
- Ensure efficient fibre utilization and that a sustainable supply is available to be marketed annually, or as market conditions dictate, and that sufficient Standing Timber Inventory (STI) is available to maximize revenue opportunities, responding to changing demands of the marketplace, forest management and community requirements; and



- Work with potential local and external log / fibre purchasers to identify fibre requirements and negotiate and prepare log sale agreements encouraging value-added manufacturing, local processing of fibre and opportunities to maximize revenues from the sale of logs and/or fibre.

#### **4. Community Engagement**

- Interpret, administer and respond to questions and enquiries, including from the media, regarding NACFOR's goals, objectives, planning, policies, operations and achievements;
- Develop support for the corporation within the local community through involvement in community affairs, annual open house meetings, information releases to local media, meetings with stakeholders and identification of opportunities for NACFOR to add value to the community and the Community Forest land base;
- Build effective relations with the community and partners in NACFOR's business transactions; including contractors, government ministries and agencies, community groups and community councils and staff;
- Utilize an open and transparent approach in implementing NACFOR's contract award and local-hire policies in contract awards and general purchasing; and
- Maintain and update the NACFOR public website and Facebook page with information relevant to community members, contractors, business partners and stakeholders.

#### **5. Policy, Procedures and Business Improvement**

- In consultation with the Board, develop corporate policies, Standard Operating Procedures and Best Management Practices as required; and
- Identify opportunities for continuous improvement of business processes and make recommendations to the Board on matters related to the General Manager's areas of responsibility.

#### **6. Safety**

- Ensure NACFOR and contractor compliance with the Workers Compensation Act and the Occupational Health and Safety Regulation;
- Obtain and maintain Safe Company certification of the contract General Manager, including any employees if applicable, through the BC Forest Safety Council; and
- Maintain, review and update NACFOR's Environmental Safety and Management System in accordance with WorkSafeBC and the BC Forest Safety Council requirements.

#### **7. Authority**

The General Manager's authority is as follows:

- The General Manager operates with broad management authority, making decisions on the delivery of NACFOR's business plans and operations, receiving little day-to-day technical or administrative direction. Control is exercised in terms of assessing the attainment of objectives critical to the organization's success and adherence to the organization's objectives and policies via direction from the Board.
- The General Manager has spending authority on the organization's account for amounts authorized in approved contracts and in the approved budget by Board resolution.
- The General Manager will review and approve invoices for payment and designated Board members will sign payment cheques as per NACFOR's signing authority protocol.

**SCHEDULE “B”****CONTRACT PAYMENTS****1. FEES**

1.01 Fees payable (excluding GST) will be based on rates specified in the following table:

Function	A	B (A x 2)	C	B x C
	Estimated Units: <u>Annual</u> Quantity	Estimated Units: <u>Total</u> Quantity (2 years)	All-Found Rate per Unit	Total
<b>General Manager</b> (Performing the Services of Schedule ‘A’)	850 hours	1700 hours	\$ _____	\$ _____
<b>Office Operation</b>	150 days	300 days	\$ _____	\$ _____
			Total Price:	\$ _____

1.02 The unit quantities stated in Clause 1.01 are estimations only. The final unit quantities may vary from the estimations and contract payment will be based on actual quantities and the rate(s) per unit of measure stated above.

1.03 The General Manager Fee rate in Clause 1.01 is applicable for time expended by the General Manager in delivering any of the Services specified in Schedule ‘A’, including travel time required for field work within the NACFOR community forest agreement operating areas or other business-related travel approved by the Board. The Village of Nakusp shall be the designated marshalling point for determining the start of travel time.

1.04 The General Manager Fee rate in Clause 1.01 is “all found” and includes:

- (a) the costs of all personal / professional electronic devices, field measurement tools and communications and safety equipment required by the General Manager.

1.05 The Office Operation Fee rate in Clause 1.01 is “all found” and includes:

- (a) all costs for the establishment, lease or purchase and maintenance of a ‘store front’ office within the municipal boundaries of the Village of Nakusp, suitable to the Board, open to walk-in inquiries 3 days per week, between Monday and Friday, a minimum of 5 hours per day;
- (b) all costs for furnishing, and equipping the office - including the provision of computer(s) and related equipment, telephone and message answering system, email system, photocopier, other general office equipment, secure filing, storage, off-site information back-up and all other related equipment and supplies as required to provide the Services of Schedule ‘A’; and
- (c) all costs for the hiring and employment of an Office Assistant/Administrator, as an employee of the Contractor, as required to maintain coverage during the office hours of operation.

**2. EXPENSES**

- 2.01 The following expenses will be reimbursed to the Contractor where they are necessarily incurred in providing the Services:
- (a) Vehicle (4-wheel drive pickup truck) - reimbursed at fair industry rates
  - (b) ATV or Snowmobile - reimbursed at day rates contained within the current *British Columbia "Blue Book" Equipment Rental Rate Guide*;
  - (c) Extended travel expenses for non-field-related business away from Nakusp at BC Government rates, approved by the NACFOR Board of Directors and supported by receipts or copies of receipts:
    - Hotel Expenses - reimbursed in full based on receipts
    - Meals: Breakfast – per current rates

The Village of Nakusp shall be the designated marshalling point for determining the above expenses.

## KEY INDIVIDUAL EXPERIENCE TEMPLATE

KEY INDIVIDUAL'S NAME: \_\_\_\_\_

KEY INDIVIDUAL'S RPF #: \_\_\_\_\_

KEY INDIVIDUAL'S DRIVER'S LICENCE #: \_\_\_\_\_

**Instructions: Complete this section for the General Manager as well as for any qualified team members should the proponent be proposing a team approach.**

1. Review the Key Individual Minimum Eligibility Criteria in Part B (5) of the Request for Proposals (RFP) document.
2. Review the Key Individual experience evaluation criteria under Management Criteria in Part B (6) of the RFP document.
3. Review descriptions of the evaluation criteria and points allocation in the Proposal Evaluation form in Part C (Attachments) of the RFP document.
4. Review the Specimen Contract, Schedule 'A' - Services.
5. Using this template, detail all of the relevant experience of the Key Individual. Add additional pages, if necessary, maintaining the template format.
6. Submit this completed Key Individual Experience Template with your Proposal.
7. Submit a current Resume for the Key Individual with your proposal.

**Note:**

**Verification of the information provided may be requested from the Proponent and/or NACFOR may contact references or conduct such independent reference checks or verifications as it deems necessary to clarify or verify information.**

Client/Employer Name & Address & Name of Reference	Job Title / Type of Work Performed	Project Duration / Years Performed	Description of Projects / Work Completed (provide detail) and Key Individual's Role(s)
<b>Forest Management Experience</b>			
<b>Operational/Technical Forestry Experience</b>			

Client/Employer Name & Address & Name of Reference	Job Title / Type of Work Performed	Project Duration / Years Performed	Description of Projects / Work Completed (provide detail) and Key Individual's Role(s)
<b>Community Engagement Experience</b>			
<b>Other Related Experience or Knowledge</b>			



Nakusp and Area Community Forest Inc.

**REQUEST FOR PROPOSAL RECEIPT CONFIRMATION FORM**

**COMMUNITY FOREST GENERAL MANAGER**

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

Beth Oldham, GPC  
BC Rural Development  
E-Mail: [beth@bcruraldevelopment.com](mailto:beth@bcruraldevelopment.com)

**Proponent Instructions:** Please complete the information required below and return this form to the above email address. *Failure to return this form may result in no communication regarding potential updates or revisions to this RFP.*

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

**I/we have received a copy of the above-noted RFP and wish to be advised of any updates or revisions to the RFP which may occur prior to the closing date for proposals:**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Phone Number: \_\_\_\_\_