

**Forest Resource Improvement Association of Alberta
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**REQUEST FOR EXPRESSIONS OF INTEREST
REFERENCE: FRIAA-CRP August 2020
COMMUNITY REFORESTATION PROGRAM**

Forest Resource Improvement Association of Alberta

Issue Date:	August 14, 2020
Closing Date/Time:	September 15, 2020 - 16:00 hrs
Administrator:	FRIAA Administrator
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1. INTRODUCTION

The Forest Resource Improvement Association of Alberta (“**FRIAA**”) was established in 1997 to promote and initiate projects that enhance Alberta’s forest resources. On May 1, 2000, FRIAA was delegated the responsibility for administration of the Community Reforestation Program (“**CRP**”).

- 1.1 The purpose of the CRP is to provide for sustained yield through prompt and effective silviculture treatment of Identified Cutblocks for the interest of all Albertans. The goal of the CRP is to ensure that Identified Cutblocks are treated to meet Reforestation Standards as set out in the Timber Management Regulation and Reforestation Standards of Alberta.
- 1.2 The current business for the CRP uses Service Providers who deliver all the required phases of reforestation work in a defined geographic area. The Service Providers are Contractors to FRIAA. FRIAA’s Agreement with Service Providers outlines terms and conditions such as payment process, financial control, record keeping and access to records, responsibilities, indemnities, etc. Shorter-term contract addenda define the deliverables and term of payment for specific phase activities (*e.g.* site preparation, planting, *etc.*). Through the Agreement, the Service Providers are responsible for delivering high quality reforestation services. FRIAA is accountable to its members and the Minister of Agriculture and Forestry (“**AAF**”) for the outcome of those services and for the overall financial management of the program.
- 1.3 FRIAA currently has multi-year Agreements with five Service Providers. The geographic scope of these Agreements varies from a single-management unit to many management units. The term of these multi-year Agreements ends March 31, 2021.
- 1.4 FRIAA is inviting Expressions of Interest (“**EOIs**”) from Service Providers for the CRP. The following information outlines the intent of this Request for Expressions of Interest (“**RFEOI**”) process and provides instructions to prospective applicants who wish to submit an EOI under this RFEOI.
- 1.5 Applicants are advised to pay careful attention to the information provided in the RFEOI. Failure to satisfy any term, condition or mandatory requirement of this RFEOI may result in rejection of the submission.

2. SERVICES REQUIRED

The services required include all operational activities of the CRP in a defined geographic area (“**Service Area**”).

- 2.1 Service Providers must have the following operational capabilities:
 - (a) Carry out reforestation planning at the stand level, block level, and regional level.
 - (b) Carry out reforestation operations including:
 - (i) Seed collection.
 - (ii) Seedling ordering and production administration.
 - (iii) Post-Harvest assessments.
 - (iv) Site preparation.

- (v) Planting.
- (vi) Follow-up treatments such as vegetation management, tending, *etc.*
- (vii) Regulatory and non-regulatory reforestation surveys.
- (viii) Other necessary activities required to successfully complete basic reforestation responsibilities:
 - (A) Compile and manage data related to reforestation activities.
 - (B) Manage and maintain spatial data relating to harvest areas and reforestation activities.
 - (C) Supervise activities and processes.
 - (D) Report on activities and status on an opening level basis in a format suitable to FRIAA.

2.2 On a timber year basis (May 1st to April 30th), the Service Provider will:

- (a) Develop and submit a draft reforestation plan to FRIAA that lists all proposed reforestation activities for that year.
- (b) Work in conjunction with FRIAA to confirm a final reforestation plan, approved by FRIAA for submission to AAF.
- (c) Prepare budget estimates for all approved activities.
- (d) Implement all of the approved reforestation activities.
- (e) Invoice FRIAA for services provided according to contract addenda agreed upon for each approved activity.
- (f) Provide end-of-project reports to FRIAA upon completion of each project phase (*e.g.* post-harvest assessments, site preparation, planting, cone collection, surveys, *etc.*) according to the terms outlined in the contract addenda.
- (g) Assist FRIAA in second or third-party reviews of selected activities or financial records.

2.3 The scope of services required varies significantly from one management unit to another and is generally related to the area harvested in the management unit. **Note:** FRIAA is not involved in the planning or location of harvest operations or areas or volumes harvested but the outcomes of these activities determine the Identified Cutblocks subject to the CRP. Appendix 1 provides additional information on the status of current openings and potential harvest volume by management unit.

2.4 Service Providers must be fully qualified and capable of carrying out all required functions. These qualifications include:

- (a) Registered Forestry Professionals where required.
- (b) Experienced and qualified field staff where required.
- (c) Experienced and qualified subcontractors and field labourers where required.

- 2.5 Service Providers must be knowledgeable of the Reforestation Standards of Alberta as outlined in the *Timber Management Regulation*, management unit specific Operating Ground Rules, the Alberta Forest Management Planning Standard, the Forest Management Herbicide Reference Manual, Alberta Forest Genetic Resource Management and Conservation Standards (FGRMS) and other pertinent reforestation policy and directives of AAF, as may be amended, replaced or added to, as required.
- 2.6 Service Providers must be knowledgeable of all regulations governing labour and employment activities.
- 2.7 Service Providers must comply with the *Occupational Health and Safety Act* (Alberta) and must have in place processes and procedures that meet the requirements of that Act.
- 2.8 All Service Providers will be required to enter into a formal agreement with FRIAA in a form acceptable to FRIAA ("**Service Provider Agreement**").
- 2.9 The Service Provider will be directly responsible for all reforestation activities outlined in the Service Provider Agreement.
- 2.10 The Service Provider is accountable to FRIAA and will directly provide to FRIAA all operational reports.

3. EOI REQUIREMENTS

- 3.1 EOIs must be clear and well written and must concisely describe the components of the proposed project including each of the requirements set out in subsections 3.2 and 3.3 below.

3.2 EOI Overview:

- (a) An Expression of Interest submitted to FRIAA must briefly demonstrate an understanding of the scope of services required and indicate the Forest Management Units ("**FMU**") of the proposed Service Area.
- (b) Identify the Applicant and the individual(s) familiar with services required and authorized to represent the Applicant (name, title, relevant professional credentials, contact email, phone number and address).
- (c) The EOI must include a signed statement acknowledging that the Applicant has read and understood the content of the Service Provider Agreement template that would form the basis of a multi-year agreement for successful Applicants and is willing and able to meet the requirements described therein.

3.3 Required Information:

- (a) Provide a general description of the corporate experience and qualifications of the proponent as they pertain to the services required. **Note:** a detailed description is not required, at this time, as FRIAA will contact applicants for further information.
- (b) Provide a list of staff members or contractors that will play a significant role in planning, supervision and reporting of reforestation services to FRIAA.
- (c) List the Forest Areas or FMUs in which you are proposing to provide services.

Note: Service Areas of current providers are generally based on Forest Areas or some portion of a Forest Area that aligns with a specific Forest Management Agreement ("**FMA**"). The minimum size of a Service Area is at least one FMU.

For the purposes of this EOI, the Service Area should not exceed one Forest Area or FMA; however, Applicants may choose to offer services in more than one Service Area. Applicants that choose this option must indicate their order of preference for these Service Areas.

NOTE: EOIs must follow the EOI Template provided for this RFEOI.

4. ADJUDICATION CRITERIA

- 4.1 All Applicants will be contacted by FRIAA for further information as required. The Adjudication Criteria that will be used in the final selection are as follows:
- (a) Qualifications – training and experience of proposed team members.
 - (b) Experience – size, scope and duration of delivery of similar services (preferably in the same geographic area).
 - (c) Local presence – location of base of operations and history of involvement in the geographic areas where services will be provided.
 - (d) Appropriate corporate structure – administrative structure and capability, data storage and backup systems, software and hardware, and contractual arrangements between team members.
 - (e) Value for services.

5. LEGAL NOTICE

- 5.1 By submitting an EOI, you confirm that you have the ability to provide the full scope of services required and acknowledge that FRIAA will undertake additional inquiries as required to determine the Applicant's ability and suitability to deliver those services.
- 5.2 By submitting an EOI, you confirm that you have read, understand and accept the information contained in this RFEOI and, that each of you, the Applicant and all individuals and entities that collaborate or are otherwise involved in the preparation of the EOI or the delivery of the proposed project ("**Project Partners**") agree as follows:
- (a) FRIAA may at any time withdraw, suspend, cancel, terminate, amend or alter all or any portion of this RFEOI, including but not limited to the EOI Requirements, the Adjudication Criteria, and the EOI review and selection process.
 - (b) FRIAA reserves the unqualified right to accept or reject any or all EOIs for any reason. FRIAA is not required to accept any EOI for advancement to the full project proposal stage.
 - (c) The final decision with respect to EOIs to be included in a short list rests solely with FRIAA. FRIAA's evaluation of the submission may be based on, but is not in any way limited to, the criteria set out in this RFEOI. FRIAA may consider any criteria determined by FRIAA to be relevant to FRIAA's mandate, regardless of whether such additional criteria have been disclosed to the Applicant.
 - (d) No conduct, act or omission of FRIAA, or its directors, officers, consultants, program advisors, committee members, agents, servants and their respective successors and assigns (collectively the "**FRIAA Parties**") other than a written notice to the Applicant in writing signed by an authorized person for FRIAA, will constitute an acceptance of an EOI.

- (e) EOIs that do not comply with the requirements described in this RFEOI may be rejected in whole or in part or not considered by FRIAA. FRIAA reserves the unqualified right to accept or reject a non-compliant EOI.
- (f) This RFEOI is an invitation for EOIs only. It is not an offer and the submission of an EOI does not create a contract or agreement of any kind between FRIAA and the Applicant.
- (g) Acceptance of an EOI does not create a binding contract between FRIAA and the Applicant or an obligation to fund the activities proposed in the EOI. FRIAA shall not be obligated in any manner whatsoever to any Applicant until a written agreement between FRIAA and the Applicant (“**Service Provider Agreement**”) has been duly executed relating to an approved full project proposal.
- (h) As between the parties, the submission and all documents and materials you submit to FRIAA in connection with the EOI and this RFEOI and all intellectual property in and to the foregoing are the exclusive property of FRIAA immediately upon delivery to FRIAA. For clarity, this refers to the materials themselves, not to any technology or innovations disclosed or discussed in them. Intellectual property developed during the course of the project will be addressed through the Service Provider Agreement and will normally be owned by the Applicant.
- (i) You, the Applicant and any Project Partners will keep this RFEOI confidential and will not use, reproduce or distribute it, any portion of it, or any data, information, drawings, or specifications included in or provided with it except as necessary to prepare a full project proposal as requested by FRIAA or to apply for additional third party funding for the project.
- (j) You, the Applicant and any Project Partners will not make a claim against FRIAA or the FRIAA Parties for any reason whatsoever relating to this RFEOI. You are undertaking the expenditures required to prepare and submit an EOI entirely at your own risk, and you waive any right and release FRIAA and the FRIAA Parties from any demands, liability, claim or recovery for costs, expenses, or damages incurred whatsoever and howsoever arising out of or relating to this RFEOI or any EOI prepared in response to it, whether such right or claim arises in contract, negligence or otherwise.
- (k) FRIAA takes no responsibility for the accuracy of the information supplied during this RFEOI process by FRIAA or the FRIAA Parties.
- (l) Neither FRIAA nor any of the FRIAA Parties will have any liability whatsoever to you, the Applicant, or any Project Partners, or any of them, in connection with this RFEOI or any submission prepared in response to it.

6. EOI SUBMISSION

- 6.1 EOIs must be identified as follows: **Expression of Interest for the Community Reforestation Program: FRIAA-CRP August 2020.**
- 6.2 EOIs may be sent by email. Email submissions must be emailed to: admin@friaa.ab.ca and must include **Expression of Interest for the Community Reforestation Program: FRIAA-CRP August 2020** in the subject header of the email. Only EOIs formatted in PDF, Microsoft Word or Microsoft Excel will be accepted.

- 6.3 Submissions may also be sent by regular mail or courier to:

Forest Resource Improvement Association of Alberta
c/o MNP LLP
Suite 1600, 10235 – 101 Street NW
Edmonton, AB T5J 3G1
Attention: FRIAA Administrator

- 6.4 **Deadline for EOIs:** Only those EOIs received before the close of business at 4:00 p.m., local Edmonton time, on Tuesday, September 15, 2020 will be accepted for evaluation. EOIs received any time thereafter will not be accepted for evaluation.

- 6.5 FRIAA is not responsible for EOIs that are not received as the result of any courier or postal delivery service issues including disruptions, loss of postal service, the loss of an EOI by the postal service or a delivery failure of any kind by any delivery service whatsoever.

7. NEXT STEPS

- 7.1 Applicants whose EOIs are deemed to be of sufficient quality and are well aligned with FRIAA's mandate will be contacted by FRIAA and asked to provide further information to assess the final Adjudication Criteria as outlined in Section 4 of this Request for Expressions of Interest. This may include but is not limited to:
- (a) A request for a more detailed written proposal; and/or
 - (b) Direct discussions or negotiations with the Applicant (only if no other suitable candidates submitted an EOI for services within specific Service Areas).
- 7.2 Applicants whose EOIs are not short-listed for further consideration will be notified when the RFEOI review process has been completed. Applicants who wish to receive feedback regarding their EOI can set up a short debrief phone call with FRIAA. Information about arranging this discussion will be provided in the notification letter.