

The City of Saint John

Request for Proposals

**2024-087401P – SALE OF STUMPAGE – WILLOW
GROVE**

Saint John, New Brunswick

Request for Proposals No.: 2024-087401P – Sale of Stumpage – Willow Grove

Issued: Thursday, May 23, 2024

Submission Deadline: Wednesday, June 19, 2024, 4:00:00 p.m., ADT

TABLE OF CONTENTS

| | |
|---------------------------------------------------------------------|-----------|
| PART 1 – INTRODUCTION | 3 |
| 1.1 Invitation to Proponents | 3 |
| 1.2 RFP Contact Person..... | 3 |
| 1.3 No Guarantee of Volume of Work or Exclusivity of Contract | 3 |
| PART 2 – THE DELIVERABLES..... | 4 |
| 2.1 Description of Deliverables | 4 |
| PART 3 – EVALUATION OF PROPOSALS | 5 |
| 3.1 Timetable | 5 |
| 3.2 Submission Instructions | 5 |
| 3.3 Stages of Proposal Evaluation | 6 |
| PART 4 – TERMS AND CONDITIONS OF THE RFP PROCESS..... | 8 |
| 4.1 General Information and Instructions | 8 |
| 4.2 Communication after Issuance of RFP | 8 |
| 4.3 Debriefing..... | 9 |
| 4.4 Prohibited Conduct | 10 |
| 4.5 Confidential Information | 10 |
| 4.6 Procurement Process Non-binding | 11 |
| 4.7 Governing Law and Interpretation..... | 12 |
| APPENDIX A – SUBMISSION FORM | 13 |
| APPENDIX B – PRICING FORM..... | 15 |
| APPENDIX C – REFERENCE FORM | 16 |
| APPENDIX D – RFP PARTICULARS | 17 |
| A. The Deliverables | 17 |
| B. Evaluation Criteria | 22 |

PART 1 – INTRODUCTION

1.1 Invitation to Proponents

- (1) This Request for Proposals (“**RFP**”) is an invitation by The City of Saint John (the “**City**”) to prospective proponents to submit proposals for the harvesting of timber as further described in Part 2 – The Deliverables (the “**Deliverables**”).

1.2 RFP Contact Person

- (1) For the purposes of this solicitation process, the “**City Contact**” shall be:

Chris Roberts, SCMP, CPPB
Procurement Manager
Supply Chain Management
City of Saint John
Email: supplychainmanagement@saintjohn.ca

1.3 No Guarantee of Volume or Exclusivity of Contract

- (1) The City makes no guarantee as to the value or volume of stumpage. The City may contract with others for same or similar to the Deliverables or may obtain the same or similar to the Deliverables internally.

[End of Part 1]

PART 2 – THE DELIVERABLES

2.1 Description of Deliverables

- (1) This RFP is an invitation to submit offers for the harvesting of timber as further described in Appendix D – RFP Particulars – Section A - The Deliverables.

[End of Part 2]

PART 3 – EVALUATION OF PROPOSALS

3.1 Timetable

- (1) The RFP timetable is tentative only and may be changed by the City at any time.

| | |
|------------------------------|-------------------------------------------|
| Issue Date of RFP | Thursday, May 23, 2024 |
| Deadline for Questions | Tuesday, June 11, 2024, 4:00:00 pm, ADT |
| Deadline for Issuing Addenda | Wednesday, June 12, 2024, 4:00:00 pm, ADT |
| Submission Deadline | Wednesday, June 19, 2024, 4:00:00 pm, ADT |
| Rectification Period | 3 Business Days |

3.2 Submission Instructions

(A) Proposals Should Be Submitted in Prescribed Manner

- (1) Proponents shall submit:
- one (1) signed proposal and supporting information in pdf format, clearly identified as “2024-087401P – Sale of Stumpage – Willow Grove – Proposal”
- (2) Submissions must be received by the City before the Submission Deadline and must be submitted, via email to

supplychainmanagement@saintjohn.ca

(B) Proposals Should Be Submitted on Time

- (1) Proposals must be submitted on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected. Emailed submissions delivered after the Submission Deadline, for clarity, with a “sent time stamp” after 4:00:00 PM, AST, will be rejected and will not be considered.

(C) Amendment of Proposals

- (1) Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment in an email to the City Contact. The email shall be prominently marked with the RFP title and number and the full legal name and return address of the Proponent. Any amendment should clearly indicate which part of the proposal the amendment is intended to affect.

(D) Withdrawal of Proposals

- (1) At any time throughout the RFP process, a Proponent may withdraw a submitted proposal. To effect a withdrawal, a notice of withdrawal must be sent to the City Contact and must be signed by an authorized representative. The City is under no obligation to return withdrawn proposals.

3.3 Stages of Proposal Evaluation

(1) The City will conduct the evaluation of proposals and selection of the highest ranked proponent in the following three stages described in further detail below:

- (a) Stage I – Mandatory Requirements and Rectification
- (b) Stage II – Evaluation of Rated Criteria and Pricing
- (c) Stage III – Selection and Final Negotiation

(A) Stage I – Mandatory Requirements and Rectification

Submission and Rectification Period

Stage I will consist of a review to determine which proposals comply with all of the mandatory requirements. Proposals failing to satisfy the mandatory requirements as of the Submission Deadline will be provided an opportunity to rectify any deficiencies. Proposals satisfying the mandatory requirements during the Rectification Period, as described in Part 3 – Section 3.1 – Timetable will proceed to Stage II. Proposals failing to satisfy the mandatory requirements within the Rectification Period will be excluded from further consideration. The Rectification Period will begin to run from the date and time that the City issues its rectification notice to the proponents.

Mandatory Submission Forms

Other than inserting the information requested on the mandatory submission forms set out in this RFP, a proponent may not make any changes to any of the forms.

Submission Form (Appendix A)

Each proponent must complete the Submission Form and include it with their proposal. The Submission Form must be signed by an authorized representative of the proponent.

Pricing Form (Appendix B)

Each proponent must complete the Pricing Form and include it with their proposal. The Pricing Form must be completed according to the instructions contained in the form. Fees must be provided in Canadian funds.

Reference Form (Appendix C)

Each proponent must complete the Reference Form and include it with its technical proposal.

(B) Stage II – Evaluation of Rated Criteria and Pricing

Stage II will consist of a scoring by the City of each qualified proposal on the basis of the rated criteria and the pricing in accordance Appendix D – Section B – Evaluation Criteria.

(C) Stage III – Selection and Final Negotiation

Once the proposals have been evaluated as per Stage II, the top-ranked proponent may be

selected to enter into direct negotiations.

[End of Part 3]

PART 4 – TERMS AND CONDITIONS OF THE RFP PROCESS

4.1 General Information and Instructions

(A) Proponents to Follow Instructions

- (1) Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable part, section, subsection or paragraph numbers of this RFP.

(B) Information in RFP Only an Estimate

- (1) The City and its representatives shall not be liable for any information or advice or any discrepancies or errors or omissions that may be contained in this RFP or an Addenda, appendices, data, materials or documents (electronic or otherwise) attached or provided to the proponents pursuant to this RFP.
- (2) The City and its advisors make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general scale and scope of the work. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

(C) Proponents Shall Bear Their Own Costs

- (1) The proponent shall bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews, and/or presentations.

4.2 Communication after Issuance of RFP

(A) Proponents to Review RFP

- (1) Proponents shall promptly examine all of the documents comprising this RFP, and
 - (a) Shall report any errors, omissions or ambiguities; and
 - (b) May direct questions or seek additional information in writing by email to the City Contact on or before the Deadline for Questions. All questions submitted by proponents by email to the City Contact shall be deemed to be received once the email has entered into the City Contact's email inbox. No such communications are to be directed to anyone other than the City Contact. The City is under no obligation to provide additional information, and the City shall not be responsible for any information provided by or obtained from any source other than the City Contact.

- (2) It is the responsibility of the proponent to seek clarification from the City Contact on any matter it considers to be unclear. The City shall not be responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

(B) All New Information to Proponents by Way of Addenda

- (1) This RFP may be amended only by an addendum in accordance with this subsection. If the City, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addenda. Each addendum forms an integral part of this RFP.
- (2) Such addenda may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the City. Addenda may be obtained from the City's website (www.saintjohn.ca) under the menu option "Tender and Proposals". In Appendix A, proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

(C) Post-Deadline Addenda and Extension of Submission Deadline

- (1) If any addendum is issued after the Deadline for Issuing Addenda, the City may at its discretion extend the Submission Deadline for a reasonable period of time.

(D) Verify, Clarify and Supplement

- (1) When evaluating responses, the City may request further information from the proponent or third parties in order to verify, clarify, or supplement the information provided in the proponent's proposal. The City may revisit and re-evaluate the proponent's response or ranking on the basis of any such information.

(E) No Incorporation by Reference

- (1) The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal will not be considered to form part of its proposal.

(F) Proposal to Be Retained by the City

- (1) The City will not return the proposal or any accompanying documentation submitted by a proponent.

4.3 Debriefing

(A) Debriefing – Following Award

- (1) Upon written request from any proponent, the City may provide a more detailed oral debriefing either by phone or in person, as required by the proponent. The written request shall be submitted to the City Contact no later than 15 calendar days after notification of award.

- (2) The acceptance of the successful proposal shall not be discussed during a debriefing.

4.4 Prohibited Conduct

(A) Proponent Not to Communicate with Media

- (1) A proponent may not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the City Contact.

(B) No Lobbying

- (1) A proponent may not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent.

(C) Illegal or Unethical Conduct

- (1) Proponents shall not engage in any illegal business practices, including but not limited to, activities such as bid-rigging, price-fixing, bribery, fraud or collusion. Proponents shall not engage in any unethical conduct, including but not limited to, other inappropriate communications, offering gifts to members of Common Council, employees, officers or other representatives of the City, deceitfulness, submitting proposals containing misrepresentations or other misleading or inaccurate information, or any other conduct that compromises or maybe seen to compromise the competitive process provided for in this RFP.

(D) Past Performance or Inappropriate Conduct

- (1) The City may prohibit a proponent from participating in the procurement process based on past performance or based on inappropriate conduct in a prior procurement process.
- (2) Such inappropriate conduct shall include, but not be limited to the following:
 - (a) All the conducts as described in Part 4 – Section 4.4;
 - (b) The refusal of the proponent to honour its pricing or other commitments made in its proposal; or
 - (c) Any other conduct, situation or circumstance determined by the City, in its sole and absolute discretion, to constitute a Conflict of Interest.

4.5 Confidential Information

(A) Confidential Information of City

- (1) All information provided by or obtained from the City in any form in connection with this RFP either before or after the issuance of this RFP:

- (a) Is the sole property of the City and must be treated as confidential;
- (b) Is not to be used for any purpose other than replying to this RFP and the performance of any subsequent Contract;
- (c) Must not be disclosed by the proponent to any person, other than persons involved in the preparation of the proponent's proposal or the performance of any subsequent contract, without prior written authorization from the City; and
- (d) Shall be returned by the proponents to the City immediately upon the request of the City.

(B) Confidential Information of Proponent

- (1) A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the City. The confidentiality of such information will be maintained by the City, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to the City's advisors retained for the purpose of evaluating or participating in the evaluation of their proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the City Contact.

4.6 Procurement Process Non-Binding

(A) No Contract A and No Claims

- (1) The procurement process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by law applicable to direct commercial negotiations.
- (2) For greater certainty and without limitation:
 - (a) Neither the proponent nor the City shall have the right to make any claims (in contract, tort, equity or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a response to this RFP.

(B) No Contract until Execution of Written Contract

- (1) The RFP process is intended to identify the highest ranked proponent for the purposes of entering into a contract. No legal relationship or obligation regarding the procurement of any good or service shall be created between the proponent and the City by the RFP process until the issuance of a purchase order for the acquisition of such goods and/or services.

(C) Non-Binding Price Estimates

- (1) While the pricing information provided in responses will be non-binding prior to the issuance of a purchase order, such information will be assessed during the evaluation of the responses and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including

withdrawn or altered pricing, could adversely impact any such evaluation, ranking or contract award.

(D) Disqualification for Misrepresentation

- (1) The City may disqualify the proponent or rescind a contract subsequently entered into if the proponent's response contains misrepresentations, omissions, or any other inaccurate, misleading or incomplete information.

(E) Cancellation

- (1) The City may cancel or amend the RFP process without liability at any time.

4.7 Governing Law and Interpretation

A. Governing Law

- (1) The terms and conditions in this Part 4:
 - (a) Are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);
 - (b) Are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and
 - (c) Are to be governed by and construed in accordance with the laws of the province of New Brunswick and the federal laws of Canada applicable therein.

[End of Part 4]

APPENDIX A – SUBMISSION FORM

(A) Proponent Information

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Please fill out the following form, and name one person to be the contact for your response to this RFP response and for any clarifications or amendments that might be necessary. | |
| Full Legal Name of Proponent: | |
| Any Other Relevant Name under Which the Proponent Carries on Business: | |
| Street Address: | |
| City, Province/State: | |
| Postal Code: | |
| Phone Number: | |
| Fax Number: | |
| Company Website (If Any): | |
| RFP Contact Person and Title: | |
| RFP Contact Phone: | |
| RFP Contact Facsimile: | |
| RFP Contact E-mail: | |

(B) Acknowledgment of Non-Binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of this RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal legally binding bidding process, and that there will be no legal relationship or obligations created until the City and the selected proponent have executed a Supply Agreement.

(C) Ability to Provide Deliverables

The proponent has carefully examined this RFP documents and has a clear and comprehensive knowledge of the Deliverables required under this RFP. The proponent represents and warrants its ability to provide the Deliverables required under this RFP in accordance with the requirements of this RFP for the prices set out in the Pricing Form.

(D) Mandatory Forms

The proponent encloses as part of the proposal the mandatory forms set out below:

| FORM | INITIAL TO ACKNOWLEDGE |
|------------------------|------------------------|
| Submission Form | |
| Pricing Form | |
| Reference Form | |

Notice to proponents: There may be forms required in this RFP other than those set out above. See the Mandatory Requirements section of this RFP for a complete listing of mandatory forms.

(E) Non-Binding Price Estimates

The proponent has submitted its pricing in accordance with the instructions in this RFP and in the Pricing Form set out in Appendix B. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work.

(F) Addenda

The proponent is deemed to have read and accepted all addenda issued by the City prior to the Deadline for Issuing Addenda. The onus remains on proponents to make any necessary amendments to their proposal based on the addenda. The proponent confirms that it has received all addenda by listing the addenda numbers, or, if no addenda were issued, by writing the word "None", on the following line: _____ . Proponents who fail to complete this section will be deemed to have received all posted addenda.

(G) No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

(H) Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the City to the City's advisers retained for the purpose of evaluating or participating in the evaluation of this proposal.

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name

Title

Date

I have the authority to bind the proponent.

APPENDIX B – PRICING FORM

(A) Pricing Form

(1) Complete the following table to provide pricing for the stumpage fees to be paid to the city of Saint John, **and exclusive of HST/GST.**

| Item | Product | Stumpage (Cord) | Stumpage (GMT) |
|-----------------------------------------------------|--------------------------------|-----------------|----------------|
| 1 | Hardwood Pulp | | |
| 2 | Softwood Pulp | | |
| 3 | Softwood Studwood (All Grades) | | |
| 4 | Softwood Sawlogs (All Grades) | | |
| 5 | Firewood | | |
| 6 | Other Product (list): | | |
| Please specify the time frame to hold these prices: | | | |
| Note: bid either by GMT or by Cord, but not both. | | | |

The prices are to include pick-up, transportation, delivery, duty, fuel surcharge and any other charges incurred in order to provide required services.

APPENDIX C – REFERENCE FORM

Each proponent is requested to provide three references from clients who have obtained similar goods or services to those requested in this RFP from the proponent in the last two years.

Reference #1

| | |
|----------------------------------|--|
| Company Name: | |
| Company Address: | |
| Contact Name: | |
| Contact Telephone Number: | |
| Date Work Undertaken: | |
| Nature of Assignment: | |

Reference #2

| | |
|----------------------------------|--|
| Company Name: | |
| Company Address: | |
| Contact Name: | |
| Contact Telephone Number: | |
| Date Work Undertaken: | |
| Nature of Assignment: | |

Reference #3

| | |
|----------------------------------|--|
| Company Name: | |
| Company Address: | |
| Contact Name: | |
| Contact Telephone Number: | |
| Date Work Undertaken: | |
| Nature of Assignment: | |

APPENDIX D – RFP PARTICULARS

(A) The Deliverables

(1) SCOPE

The City of Saint John is soliciting proposals from qualified providers for a timber harvesting operation as per the below specifications, terms and conditions.

This operation will consist of a clearcut harvest of Block 1A (29.4 ha). Timber volume found at this site is approximately 3808.4 m³ (1771.3 cords) of softwood (balsam fir and spruce) and 467.0 m³ (217.3 cords) of hardwood (white birch and red maple).

A small portion (3.1 ha) of this operation falls within Zone B as described in the NB Watershed Protected Area Designation order. This area will be required to be harvested according to the regulations set out in the order. Using a selection harvest the forestry contractor (FC) must cut down and remove 30% of the trees in these areas with the same fiscal arrangements as the clearcut areas.

The Group selection harvesting system will be employed within Zone B. Small groups of trees of trees will be completely removed in a circular pattern within Zone B. The size of the groups will be approximately 28 meters in diameter and distributed evenly across Zone B while maintaining a 15 m no track buffer between the harvested groups and the delineated wetland boundary. Groups and access trails will be predetermined and laid out in the field by Saint John Water.

The City of Saint John will provide driveway culverts at two locations along the edge of Brayden Road, chosen by the forestry contractor (FC) to access the site. All other infrastructure shall be provided by the forestry contractor. For greater clarity see the following: Any roads, barricades, culverts or ditches, etc.. required for the log harvest, shall be constructed, and paid for by the FC and then removed at the end of the harvest by the same FC. Roads and ditches must be tilled up and blended back into the landscape. FC shall provide a gate or chain w locks at all the entrances to prevent trespass and dumping. The FC will be responsible to rectify any situations due to a lack of site security on their part. For example if the FC leaves the gate open and there is illegal dumping, the FC must clean it up. The FC or the City may choose to install security cameras but is not required.

The FC must carry insurance to the satisfaction of the City.

See attached map “Braydon Road Proposed Forest Harvest Operation”

(2) SPECIFICATIONS

The following protocols will be in place and the harvest block will be subject to inspection periodically throughout the operation and after the operation is complete:

- (a) Any wetlands within or on the perimeter of the harvest block will have a 15m no track buffer zone with reach-in (i.e., reaching in with a harvesting boom/head) harvest allowance. Up to 30% of the volume of standing timber within the buffer may be removed.
- (b) As this block falls within a protected watershed there are small areas within the harvest block that fall within Zone B of the Watershed Protected Area Designation Order. Zone B is a 75m setback from the banks of a watercourse in which, without an exemption, only 30% of the total stems or volume can be harvested from this zone and harvesting operations can only take place between January 1 and March 31.
- (c) A temporary crossing will need to be put in place to cross through a wetland buffer in order to access the north section of the harvest block, using a brush mat with corduroy or other approved methods. Methods to be approved by the City's forester.
- (d) Retention patches primarily composed of hardwood (white birch, and red maple) will be laid out and flagged prior to the operation beginning.
- (e) The harvesting contractor will be encouraged to destroy all unmerchantable trees and as much balsam fir regeneration as reasonably possible during the harvesting operation.
- (f) Stumps should be cut low to the ground and no higher than 20 cm in height to maximize the harvested volume of timber and to allow for easier post-harvest site preparation.
- (g) Access roads and landing areas will be limited to only those necessary to increase the efficiency of timber extraction. This will reduce the area of soil disturbance and limit access to the harvested block by off-road vehicles. Based on our assessment of skidding distances the contractor should only require 2 landing/processing areas along Braydon Road. It is the contractor's responsibility to restrict access to the block by barricading (i.e., with chain) any access roads they have installed. Extraction roads must be decommissioned through regrading and/or scarification to allow for replanting.
- (h) Harvesting operations must occur between September 1 and April 15.
- (a) All New Brunswick Department of Transportation and Infrastructure (DTI) regulations regarding road closures and spring weight restrictions must be adhered to.
- (b) If the forester in charge deems the rutting and/or erosion to be excessive they reserve the right to shut down the operation.
- (c) A spill kit, fire extinguisher, and first aid kit must be on site at all times while work is underway.
- (d) All equipment must be in good working order with no known leaks.

- (e) Any spills must be reported to the New Brunswick Department of Environment and Local Government (DELG)

(3) DURATION

This agreement will be in place until April 2025 with an annual shut down between April 15 and September 1.

(4) PRICING

The proposed prices are to include pick-up, transportation, delivery, duty, fuel surcharge and any other charges incurred in order to complete the harvesting.

(5) TERMINATION OF THE CONTRACT

The City reserves the right to terminate the contract at any time during the course of this agreement.

(6) BASIS FOR AWARD

The City does not bind itself to accept the highest price or any proposal submitted, but reserves the right to accept any proposal deemed to be in its best interest. The City also reserves the right to split this contract between two or more proponents based upon the overall best value to the City.

(7) RESERVED RIGHTS

The City reserves the right to:

- a) Reject an unbalanced Proposal. For the purpose of this section, an unbalanced Proposal is a Proposal containing a unit price which deviates substantially from, or does not fairly represent, reasonable and proper compensation for the unit bid or one that contains prices which appear to be so unbalanced as to adversely affect the interests of the City. The City reserves the right to use Proposals submitted in response to other like or similar Requests for Proposals as a guideline in determining if a proposal is unbalanced.
- b) Amend or modify the scope of a project, and/or cancel or suspend the Proposal Solicitation at any time for any reason.
- c) Require proponents to provide additional information after the Closing Date for the Proposal Solicitation to support or clarify their proposals.
- d) Not accept any or all proposals.
- e) Not accept a proposal from a proponent who is involved in litigation, arbitration or any other similar proceeding against the City.
- f) Reject any or all proposals without any obligation, compensation or reimbursement to any proponent or any of its team members.

- g) Withdraw a Proposal Solicitation and cancel or suspend the Proposal Solicitation process.
- h) Extend, from time to time, any date, any time period or deadline provided in a Proposal Solicitation (including, without limitation, the Proposal Solicitation Closing Date), upon written notice to all proponents.
 - i) Assess and reject a proposal on the basis of
 - i. Information provided by references;
 - ii. The proponent's past performance on previous contracts;
 - iii. Information provided by a proponent pursuant to the City exercising its clarification rights under the Proposal Solicitation process;
 - iv. The proponent's experience with performing the type and scope of work specified including the proponent's experience;
 - v. Other relevant information that arises during a Proposal Solicitation process.
- j) Waive formalities and accept proposals which substantially comply with the requirements of the Proposal Solicitation.
- k) Verify with any proponent or with a third party any information set out in a proposal.
- l) Disqualify any proponent whose proposal contains misrepresentations or any other inaccurate or misleading information.
- m) Disqualify any proponent who has engaged in conduct prohibited by the Proposal Solicitation documents.
- n) Make changes including substantial changes to the proposal documents provided that those changes are issued by way of an addendum in the manner set out in the Proposal Solicitation documents.
- o) Select any proponent other than the proponent whose proposal reflects the lowest cost/highest revenue to the City.
- p) Cancel a Proposal Solicitation process at any stage.
- q) Cancel a Proposal Solicitation process at any stage and issue a new Proposal Solicitation for the same or similar deliverable.
- r) Accept any proposal in whole or in part.

And these reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances and the City shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any proponent or any third party resulting from the City exercising any of its express or implied rights under a Proposal Solicitation.

(8) LIMITATION OF LIABILITY AND WAIVER

submitting a proposal, agrees that:

- a) Neither the City nor any of its employees, agents, advisers or representatives will be liable, under any circumstances, for any claims arising out of a Proposal Solicitation process including but not limited to costs of preparation of the proposal, loss of profits, loss of opportunity or any other claim.
- b) The proponent waives any claim for any compensation of any kind whatsoever including claims for costs of preparation of the proposal, loss of profit or loss of opportunity by reason of the City's decision to not accept the proposal submitted by the proponent, to award a contract to any other proponent or to cancel the Proposal Solicitation process, and the proponent shall be deemed to have agreed to waive such right or claim.

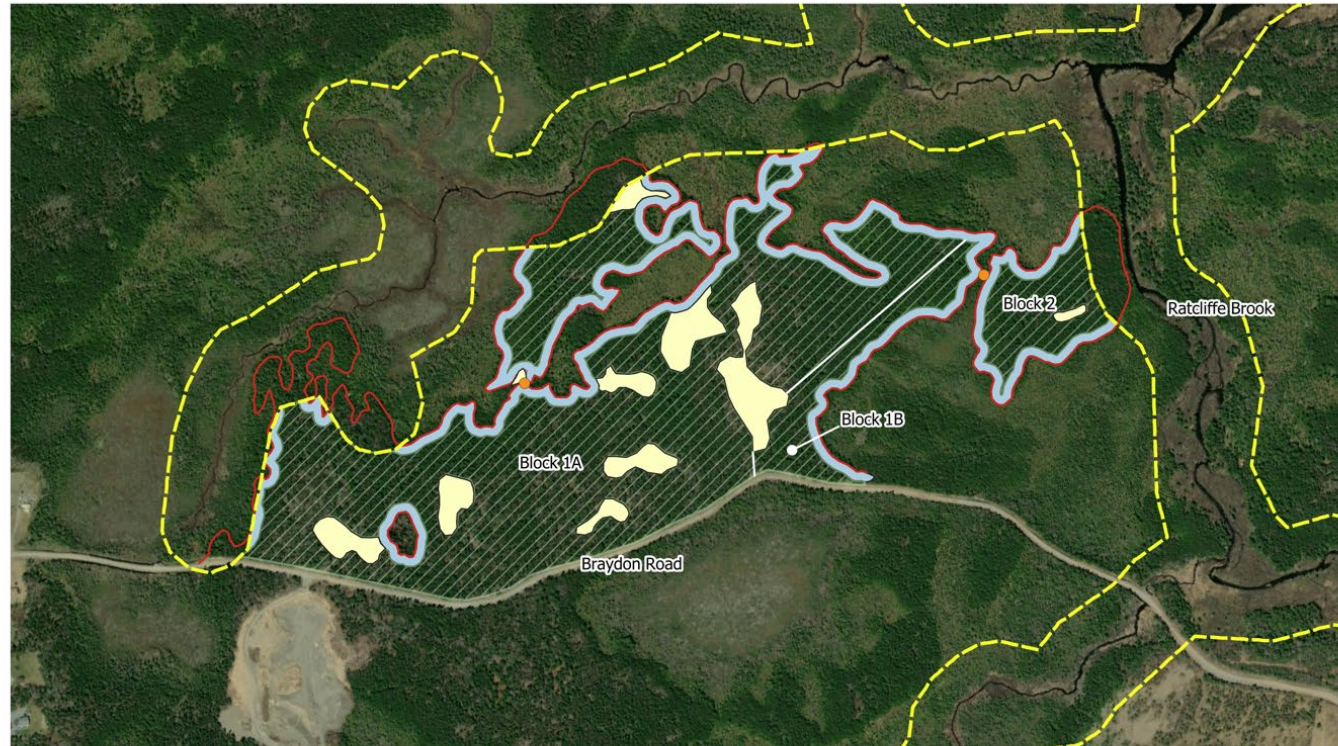
(A) Evaluation Criteria

(1) The following is an overview of the categories and weighting for the rated criteria relevant to the evaluation of proposals under this RFP.

| STAGE II OF EVALUATION PROCESS | SCORING (POINTS) |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| <p>Quality and Completeness:</p> <ul style="list-style-type: none"> • Has the proponent addressed all of the needs identified? • Is the proposal presented in an organized and professional manner? • Have photos of the equipment been submitted? • Are any references included? | 10 |
| <p>Schedule, experience and equipment:</p> <ul style="list-style-type: none"> • Describe the quantity, quality, age and type of large pieces of heavy equipment that you will use on this project. • Describe your firm’s experience in the forestry industry on similar projects and specifically around sensitive areas like wetlands and watercourses. • Describe modern GPS technology that you regularly employ to track areas completed and areas to avoid. • Delivery timeframe. Starting Schedule. • Explain the experience and qualifications of the crew of people in the woods doing the work. | 40 |
| <p>Cost:</p> <ul style="list-style-type: none"> • Cost will be a factor, however, neither the only factor nor the determined factor, in the evaluation of the proposals. • The financial proposal shall include: Explanation as to how the city will be paid for the logs and timelines. Pricing Form that includes the different stumpage rates | 50 |
| <p>TOTAL POINTS FOR STAGE II</p> | 100 |

ATTACHMENT

Braydon Road Proposed Forest Harvest Operation



**City of Saint John
Braydon Road
Proposed Forest Harvest Operation
Saint John, NB
April 22, 2024**

0 100 200 300 m

Imagery source: Esri



- Watershed Zone B
- Delineated wetland boundary
- 15 meter wetland buffer
- Operable forest
- Proposed retention islands
- Temporary crossing