

**EASTERN FOREST DISTRICT
MANUAL PLANTATION MAINTENANCE TENDER 2024 25**

**Tender Closing Date:
May 17th 2024**

The Department of Environment, Energy and Climate Action, Provincial Forest Section, Eastern District invites tender submissions for Manual Plantation Maintenance 2024 for the Eastern District. The tender submissions for Manual Plantation Maintenance will be accepted on a per site basis in the Eastern Forest District as described in the tender documents.

Detailed information and tender forms are available from the Eastern Forest District Office or the Provincial Forest Tenders web site (www.princeedwardisland.ca/foreststenders). Tenders will be received until **1:00 P.M., May 17th, 2024**. All envelopes must be clearly marked **Manual Plantation Maintenance 2024-25"** and must be forwarded to the **Eastern District Forest Office**.

Hon. **Steven Myers** Minister

Department of Environment, Energy and Climate Action

Eastern Forest District office
2580 Cardigan Road
Southampton, P.E.I.
COA 2A0
Phone: (902) 961-7296

LOWEST OR ANY TENDER NOT NECESSARILY ACCEPTED

TENDERING INSTRUCTIONS

FOR MANUAL PLANTATION MAINTENANCE 2024-25

1. Tenders must be received at the the Eastern District Office no later than **1:00 P.M. May 17th, 2024** in envelopes clearly marked "**MANUAL PLANTATION MAINTENANCE 2024-25**". Late tenders will not be considered.
2. All tenders must be made on the official tender forms provided by the of Department of Environment, Energy and Climate Action.
3. Tenders must be based on a review of the memorandum of agreement (contract) which is included in the tender package and are to reflect potential work for the period from May 2024 to April 2025.
4. All Eastern District tenders must be submitted on a PER PLANTATION basis, however where there is more than one plantation per property, the cumulative total for all plantations identified will be considered as the tendered price for that property. Other pricing schemes will be considered invalid.
5. All sections of the official tender form must be completed. Partially completed tenders will be considered invalid. (*Naturally regenerated sites may be included in this tender package and will be subject to the same standards and contract specifications as plantations.)
6. Individuals or companies with outstanding accounts with the Forests, Fish and Wildlife Division of the Department of Environment, Energy and Climate Action in the form of contract payments, penalties, or check-off payments shall not be eligible to tender on any new contracts, tenders submitted by ineligible contractors will not be accepted. For the purposes of this clause, those who have paid their second quarter payments are considered current.
7. All plantation maintenance contractors utilized in the manual maintenance of plantations in this contract must be registered to operate in Prince Edward Island and must manually fell the competing vegetation using brush saws or chainsaws.
8. In the event of identical tenders, the parties involved in submitting these tenders shall be requested to re-tender at a price equal to or lower than their first tender. With the exception of determining the placement order of the companies that submitted identical tenders, the results of their retender shall not alter the order of other tender bids.
9. The Forests, Fish and Wildlife Division, Provincial Forest Section reserves the right to determine which manual plantation maintenance block or part thereof will be offered to the contractors based on the availability of existing funds and/or if it is determined that the winning contractor cannot accommodate the volume of work available to him/her in

a timely manner as determined by the Provincial Forest Supervisor in the district where the work is scheduled.

10. The successful bidder that wins the tender must provide their decision to either accept or reject the manual maintenance area within 72 hours of the offer by the Department of Environment, Energy and Climate Action. In the event the successful bidder fails to either accept or reject the offer, the Department of Environment, Energy and Climate Action is free to offer the manual plantation maintenance to another tenderer and the original company that won the tender shall not be eligible for any remuneration or costs of any other kind whatsoever.
11. Tenders must reflect fair value for the manual maintenance of various classes based on a comparison by Department of Environment, Energy and Climate Action Provincial Forest staff with current prices being paid for manual plantation maintenance for various classes.
12. The work standards for manual plantation maintenance are provided in the draft contract which is attached to the tender package.
13. The Department of Environment, Energy and Climate Action Provincial Forest Section reserves the right to cancel this contract at anytime. All completed work will be compensated in accordance with the terms agreed.
14. In the event that additional manual plantation maintenance work, not included in the initial offering of this tender, becomes available before April 2025, the Department of Environment, Energy and Climate Action, Provincial Forest Section will send out a request for quotation and the required tender packages to all contractors who have submitted a tender on this initial tender package. Awarding of additional sites will be in accordance with these Tendering Instructions and the requirements of the tender package.

TENDER FORM
MANUAL PLANTATION MAINTENANCE 2024-25

I _____ of _____
 hereby submit a tender(s) for the following "Manual Plantation Maintenance" treatments as listed below:

District: Eastern

Plantation Maintenance

Eastern District Sites 2024-25

Job #	Property #	Location	Plantation #	Species	Plantation Area Ha	Tender Amount per Plantation	Total Tender Amount per Property
1	484543	Cambridge	1190021	WS	2.47		
			1190022	WS	0.58		
			1170051	WS	2.34		
			1170052	WS	1.87		
			1170053	WS	1.61		
2	125393	Dromore	1200011	WS	0.8		
3	333864	Iona	1210041	WS	1.5		
			1210042	WS	1.6		
4	333864	Iona	1210031	WS	1.8		
5	185892	Beechill Rd	1200066	WS	1.99		
			1200065	WS	1.3		
			1200064	WS	1.45		
			1200063	WS	0.94		
			1200062	WS	0.62		
			1200061	WS	1.82		
6	403915	Goose River Rd	1190043	WS 90% HE 10%	1.77		
			1190042	WS 90% HE 10%	0.42		
			1190041	WS 90% HE 10%	1.88		
			1200093	WS	0.73		
			1210002	WS	1.2		
			1210003	WS	1.4		
7	113845	Northside Rd	1180022	WS	1.48		
			1180021	WS	1.28		
8	115287	Northside Rd	1180041	WS	1.33		

9	752071	Northside Rd	1200042	WS	1.46		
			1200041	WS	1.79		
10	113787	Northside Rd	1200023	WS	0.73		
			1200022	WS	1.07		
			1200021	WS	1.05		
11	120329	Cardigan Rd	1170032	WS 70% WP 20%	1.43		
			1170031	WS 70% WP 20%	1.35		
12	187468	Windon Road	1170041	WS	2.03		
13	123398	Kenny Road	1220041	WS	1.9		
			1220042	WS	1.7		
14	105452	New Harmony	1220011	WS	1.7		

*** In areas where insufficient or inappropriate planted stock exists, where possible it is desirable to retain an alternate crop tree of good form, species, and quality as part of the residual density.**

Tender price is not to include H.S.T.

SIGNATURE: _____

ADDRESS: _____

PHONE #: _____

TENDER CLOSING DATE: Tenders must be received at the Eastern District Forestry Office by **1:00 P.M May 17th, 2024. LOWEST OR ANY TENDER NOT NECESSARILY ACCEPTED**

DRAFT CONTRACT
EASTERN FOREST DISTRICT: MANUAL PLANTATION MAINTENANCE CONTRACT 2024-25

THIS AGREEMENT made this ____ day of _____ 20__

BETWEEN: GOVERNMENT OF PRINCE EDWARD ISLAND, as represented by
the Minister of Environment, Energy and Climate Action.

(Hereinafter referred to as the "Government")

OF THE FIRST PART

AND: _____ of _____

in County of _____, Province of Prince Edward Island

(Hereinafter referred to as the "Contractor")

WHEREAS the Government wishes to engage the services of the Contractor to carry out the work described herein;

AND WHEREAS the Contractor has agreed to provide the Government with these services on certain terms and conditions;

NOW THEREFORE the parties agree that the terms and conditions of their relationship are as follows:

1. The Contractor shall perform the services, assume all those responsibilities and diligently execute all those duties described in the attached Schedule "A", in a manner satisfactory to the Government.
2. (a) The Government shall make payments to the Contractor in the following manner, but in no case shall the total payment exceed \$ _____.

- (b) The payments described herein shall be paid upon the conclusion of the work on the specified sites to the satisfaction of the Government and after the submission by the Contractor of a detailed statement together with all necessary receipts and records. Such statements shall be submitted to the Government and the Government shall pay the amount owing within 60 days of receipt.
 - (c) Payments will be made only on satisfactory completion of the work to the standards specified in the P.E.I. Department of Environment, Energy and Climate Action *Prince Edward Island Eco-system Based Forest Management Standards Manual 2018* which will form part of this Agreement.
 - (d) The Contractor shall keep proper accounts and records of the cost of the work and of all expenditures or commitments made including the invoices, receipts and vouchers. The accounts and records shall, at all times, be open to audit, copying, extracting information and inspections by the authorized representatives of the government. The Contractor shall afford all facilities for the audits, copying, extractions and inspections and shall furnish the Government and its authorized representatives with all information requested from the accounts, records, invoices, receipts and vouchers. The Contractor shall not, without the consent of the Government, dispose of the accounts and records, but shall preserve and keep the same available for audit and inspections at any time.
3. (a) The parties agree that the Contractor will act as an independent contractor and that he is entitled to no other benefits or payments whatsoever than those specified in paragraph 2 hereof.
- (b) The parties agree that entry into this agreement will not result in the appointment or employment of the Contractor as an officer, clerk or employee of the Government, nor shall the Civil Service Act, R.S.P.E.I. 1988, Cap. C-8 apply.
4. (a) The Contractor agrees to accept sole responsibility to submit any applications, reports, payments or contributions with respect to Sales Tax, Income Tax, Canada Pension Plan, Unemployment Insurance, Workers' Compensation assessments, Goods and Services Tax or any other similar matter which the Contractor as a self-employed person may be required by law to be made in connection with the work to be performed under this agreement.
- (b) The Contractor agrees to accept sole responsibility to comply with all Federal, Provincial and Municipal Legislation(s), including but not limited to the Occupational Health and Safety Act, the Forest Management Act, and the Environmental Protection Act, which may have application to the work being performed under this Agreement.

- (c) The Contractor shall comply with all provincial and federal legislation affecting the conditions of work and wage rates including the Employment Standards Act R.S.P.E.I. 1988, Cap E-6.2, the Workers Compensation Act R.S.P.E.I. 1988 Cap W-3 or any other laws that impose obligations in the nature of employer's obligations.
 - (d) The Contractor agrees to accept the full cost of doing those things required under sub-paragraphs 4(a), 4(b) and 4(c) above, and will not charge or seek reimbursement from the Government in any way, such costs having been taken into consideration and included in the rates of payment stipulated in paragraph 2.
- 5. (a) The Contractor shall make interim reports as the Government may direct.
- 6. The work is to be performed on provincially owned lands as specified by Government, the schedule and location of work will be as set forth in Schedule "B".
- 7. Subject to the termination clause, the term of this agreement shall commence on the 17 day of May 2024 and end on the 30 day of March 2025
- 8. The Government shall provide such support, guidance, direction, instruction, decisions and information as it deems necessary or appropriate under this Agreement and may appoint a person to administer this agreement and direct the activities of the Contractor.
- 9. The Government may terminate this agreement in its entirety, or any part of thereof, at any time by a notice in writing, signed by or on behalf of the Government and either delivered to the Contractor or mailed to the Contractor's address at the last known place of business. This agreement shall be determined to have ended upon the date of delivery, sending by electronic communications, or mailing of such in which event the Contractor shall have no further claim against the Government, except for the following: The Contractor will be paid pursuant to and in accordance with paragraph 2 for the work performed up to the date of termination by written notice. Such payment shall include all firm commitments made by the Contractor prior to the receipt of the notice and for which the Contractor is liable for payment, less any sums paid by the Government or the Government on account.
- 10. Notice in this agreement is deemed to have been effected on the day of delivery in person, or facsimile or upon mailing of the notice.
- 11. Any and all information rendered available to the Contractor as a result of this agreement shall be treated as confidential information. The Contractor will not directly or indirectly disclose or use it for purposes unrelated to this agreement at any time without first obtaining the written consent of the Government, unless the information, knowledge or data is generally available to the public.

12. The Contractor shall indemnify and hold harmless the Government, its agents, representatives and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings of every nature and kind whatsoever arising out of or resulting from the performance of work (herein called the "claims"), provided that any such claim is caused in whole or in part by any act, error or omission, including, but not limited to, those of negligence, of the Contractor or anyone directly or indirectly employed by the Contractor or anyone for whom the Contractor may be liable.
13.
 - (a) The Contractor agrees to maintain general comprehensive liability insurance providing not less than \$2,000,000 coverage and shall add the Government as a named insured.
 - (b) The policy shall include, but not limited to, bodily and personal injury, property damage, non-owned automobile liability, cross liability, contractual liability, and 30 days' notice of cancellation to the insured and the Government.
 - (c) The policy required by this Agreement shall be in a form and with insurers satisfactory to the Government. The foregoing insurance shall be primary and not require the sharing of any loss by any insurer of Government. A certified copy of the policy shall be delivered to the Government prior to execution of the agreement. Default of delivery or receipt by the Government shall not be construed as acknowledgment or concurrence that there has been compliance with the terms of this agreement.
14. Any information provided on this contract may be subject to release under the *Freedom of Information and Protection of Privacy Act* R.S.P.E.I. 1988, Cap. F-15.01. you will be consulted prior to release of any information.
15. Contractors whose work for government involves the collection or use of personal information are subject to the *Freedom of Information and Protection of Privacy Act*. Personal information may not be released to any third party or unauthorized individual.
16. This agreement shall not be assigned or subcontracted in whole or in part by the Contractor without the prior written consent of the Government.
17. This agreement shall ensure to the benefit of and be binding upon the parties hereto and, subject to paragraph 16, their executors, administrators, successors and assigns.
18. This agreement shall be interpreted and applied in accordance with the laws and in the Courts of the Province of Prince Edward Island.
19. This agreement, including Schedules "A" and "B" as well as the Prince Edward Island Ecosystem-based Forest Management Standards Manual 2018, constitutes and

expresses the entire agreement of the parties hereto and any amendment or addition thereto shall be in writing and signed by the respective parties.

IN WITNESS WHEREOF the parties thereto have duly executed these presents as of the day and year above written.

SIGNED, SEALED & DELIVERED
in the presence of:

Witness

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GOVERNMENT OF PRINCE EDWARD
ISLAND, as represented by the
Manager of Public Lands

Minister

SIGNED, SEALED & DELIVERED
in the presence of:

Witness

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)

Contractor

SCHEDULE "A"

TO CONTRACT BETWEEN P.E.I. Department of Environment, Energy and Climate Action

AND _____

DATED THE _____ DAY OF _____, 202

**CONTRACT SPECIFICATIONS
MANUAL PLANTATION MAINTENANCE AND CLEANING**

DEFINITIONS:

Crop tree means a tree, which has been selected for retention and, where it is silviculturally possible, meets the species, form, and spacing standards prescribed by a Provincial Forest Technician of the Department of Environment, Energy and Climate Action.

Manual Plantation Maintenance means the elimination or suppression of undesirable vegetation competing with planted seedlings by means of hand held powered tool(s), for the purpose of reducing competition and increasing the growth and/or survival rate of planted seedlings.

The contractor, in accordance with the terms and conditions of the agreement, including schedules shall:

1. Maintain all those sites identified by the Government and provide manual plantation maintenance by releasing crop trees from competition in a manner satisfactory to the Government. The contractor is to provide a 72 hour notification (by site) prior to starting work and a notice (by site) within 72 of completion of the site.
2. The Contractor shall create a competition free control zone around each crop tree as prescribed by a Provincial Forest Technician of the Department of Environment, Energy and Climate Action in a manner which ensures that the treatment shall: where possible based on the existing species diversity within the plantation, non-planted trees shall represent a minimum of 15% of the residual stems after manual maintenance and, if present, twelve (12) to fifteen (15) legacy trees per hectare while creating a competition free zone around at least 85% of the planted seedlings selected for competition release; ensure that no more than 5% of the retained planted seedlings sustain damage or the treated area will not be eligible for payment; ensure that woody plants removed from competition by cutting will not exceed 15 cm in height where silviculturally possible, and a combination of unplanted areas within a plantation such as cover patches, slash piles, travel corridors, bull pens, or unsuccessful planting areas must be retained where silviculturally possible so as to ensure that the stand being maintained achieves the goal of at least 15% alternate tree species within the plantation's canopy.

3. In areas where no suitable planted or alternate crop trees exist, the contractor will not be required to carry out maintenance on these areas. As a guideline, a minimum density of 800 trees per hectare is required. If this stocking density is not possible the contractor will not be required to treat the area and if the sum of all untreated area exceeds 15% as per paragraph 2 of Schedule A, the total completed area will be remeasured and payment will be made on a prorated basis for that plantation. Contractors are encouraged to contact the Eastern District Forestry Office or a Provincial Forest Technician, if they are uncertain whether a portion of a plantation should be completed.
4. The Contractor shall be eligible for payment as per the rate specified in clause 2 (a) when the manual plantation maintenance is completed to the standards laid down in Schedule "A" and the P.E.I. Department of Environment, Water and Climate Action *Prince Edward Island Eco-system Based Forest Management Standards Manual 2018*.
5. The Contractor shall be responsible for compliance with all aspects of the Occupational Health and Safety Act as well as other municipal, provincial, and federal legislation.
6. Government reserves the right to cancel this contract if the Contractor fails to meet the quality of manual plantation maintenance, as set out this schedule and in the P.E.I. Department of Environment, Energy and Climate Action *Eco-system Based Forest Management Standards Manual 2018*.
7. The Contractor shall remove all litter associated with the completion of this contract to an approved disposal site. This includes but is not limited to garbage, empty oil cans, fuel cans and chainsaw parts.
8. The Contractor is responsible for the repair of any damage caused to Forests, Fish & Wildlife Division roads on the property in the implementation of this work as soon as environmental conditions allow the repairs to be completed.
9. The Contractor must provide initial fire attack on forest fires started on this property in or near the manual plantation maintenance operation. The Contractor must immediately notify the Forests, Fish & Wildlife Division of all forest fires occurring during manual plantation maintenance operations. Open fires are prohibited.
10. The Contractor must notify Department of Environment, Energy and Climate Action of any spills of petroleum products, undertake the necessary measures to contain these fluids, and, at the Contractor's cost, clean up the site as required by the Government.
11. The Contractor shall not disturb the soil on any area within 15 metres of a watercourse or wetland or cut any trees within 15 metres as defined in the Environmental Protection Act unless authorized under permit to do so.

12. In areas where there is insufficient or inappropriate planting stock, it is desirable to retain an alternate crop tree of good form, species and quality as part of the residual density.

13. In areas where no suitable planted or alternate crop trees exist, the contractor will not be required to carry out maintenance on these areas. As a guideline, a minimum density of 800 trees per hectare is required. If this stocking density is not possible the contractor will not be required to treat the area and if the sum of all untreated area exceeds 15% as per paragraph 2 of Schedule A, the total completed area will be remeasured and payment will be made on a prorated basis for that plantation. Contractors are encouraged to contact the Eastern District Forestry Office or a Provincial Forest Technician, if they are uncertain whether a portion of a plantation should be completed