Ministry of Forests and Range

Interim FFT Tendering Standard for Planting

Effective December 15, 2006

CONTENTS

1.0 General	**1**	**4.0 Planting Specifications**	**2**
2.0 Contract Tendering	**1**	**5.0 Tendering Documents**	**2**
3.0 Tendering Notes	**2**	**6.0 Examples**	**3**

1.0 GENERAL

1.1 The recipient must conduct a mandatory viewing.

(a) Viewing can be office or on site

i) On site viewing is preferred

1.2 The recipient must create a viewing package that contains:

(a) Invitation to Tender

(b) Tendering notes as applicable

(c) Planting Specifications by unit, as applicable

(d) Planting Tender Offer Form

(e) Schedules A, B and C

(f) Unit maps and overview maps

(g) Danger Tree Safety Plan

i) Consult the document *Forests for Tomorrow Clarification of Recipient Responsibilities for Silviculture Workers under WorkSafe BC Legislation* found on the FFT website at: (http://www.for.gov.bc.ca/hfp/fft/standards/FFTRecipientResponsibilitiesVersion6.pdf)

2.0 CONTRACT TENDERING

2.1 The Recipient will follow the contract tendering rules posted on the third party administrator's website.

2.2 For local advertising solicitation, the recipient will advertise, on the third party administrator's web site, an invitation to tender which includes, but not limited to:

(a) Location, number of units, approximate area, approximate number of seedlings and season for each area being planted

(b) Time and location of mandatory site viewings

(c) Pre-qualification criteria

(d) Closing date of tender

(e) Contact information

2.3 For advertised solicitations, the advertisement shall be placed on the third party administrator's website two weeks prior to viewings.

3.0 TENDERING NOTES

3.1 The Recipient will provide tendering notes that include, but not limited to:

(a) Required contractor experience and qualifications

(b) An indication to when Schedule A and C will be sent to viewing participants.

(c) Indication that safety is of highest importance and that the contractor is required to have the following documents:

i. Safety Checklist

ii. Trip Inspection Report

(d) A statement reminding contractors that they must ensure the requirements of the Employment Standards Act is followed.

(e) The danger tree status of individual blocks

(f) Anticipated start date of the planting, level of productivity required and end date by which time the contract must be completed.

(g) How seedling cold storage and stock allocation will be handled

(h) Condition of access

(i) A statement that award of contracts is dependent upon Forests for Tomorrow funding and approval of contract amounts by the FFT Administrator.

4.0 PLANTING SPECIFICATIONS

4.1 For each area to planted the recipient shall create a table showing the planting specifications as follows:

Unit	Mapsheet /opening	Area (ha)	Season	Access Notes	Slope%	Min. Soil Exp %	Preferred tree species	Accepted tree species	Accepted Naturals	Planting Notes (should include screef size)

5.0 TENDERING DOCUMENTS

5.1 The recipient will need to develop a planting tender offer form. The attached *Planting tender offer form* is an example. Recipients may use other ways of presenting the information that works more effectively for them

5.2 The Recipient will need to develop an Operational Services Contract. It is recommended that the recipient review the clauses found in the ministry's contract forms when developing their own contracts.

5.3 The Recipient will need to develop a Schedule (Schedule A) that sets out procedures that deal with the following components:

(a) Seedlings

i. Provision of Seedlings
ii. Substitution of Seedlings
iii. Delivery of Seedlings
iv. Responsibility of Seedlings
v. Care of Seedlings
vi. Storage of Seedlings
vii. Disposal / Recycle of seedling Containers

(b) Planting
i. General Requirements
ii. Microsites
1. See attached microsite planting diagrams
iii. Spacing of seedlings
iv. Overall Density
v. Planting spot preparation
vi. Planting specifications
vii. Trees not to be planted
viii. Handling of seedlings during planting

(c) Inspection

(d) Payment

(e) Termination

5.4 The Recipient shall, for each area being planted, create a table showing the unit payment as follows which will form the basis to Schedule B of the planting contract:

Mapsheet/opening	Unit	Area (ha)	Target Spacing (m)	Min. Spacing (m)	Spp.	Stock Type & Age	Trees (K)	$/Tree	Total $
								Determined by winning tender	**Determined by winning tender**

5.3 The Recipient will need to develop Unit maps and overview maps

5.4 The Recipient will need to develop a Danger Tree Safety Plan

6.0 EXAMPLES

6.1 Example planting tender offer form:

Example

TENDER OFFER FORM

TENDER FOR:

Contract No.: _____

Project Type: _____

Location: _____

Opening Time & Date: _____

Opening Location: _____

TENDER DELIVERY:

Courier Address: _____

Mailing Address: _____

NAME OF BIDDER (the 'Bidder'): _____

Business Address: _____

Telephone Number: _____ FAX Number: _____

email: _____

1. THE UNDERSIGNED BIDDER HAVING FULL KNOWLEDGE AND UNDERSTANDING OF:

(a) the nature and scope of the work described in the Tender Documents and the tools and equipment required to complete the services or work (the 'Work');

(b) the contents of all of the tender documents issued by the Recipient in respect of the Work, including any addenda (the 'Tender Documents'); and,

(c) the locality of the Work and the conditions of the geographical area within which the Work will be carried out (the 'Work Site'), having viewing the Work Site, if required; and,

(d) the experience and capability requirements described in this Tender.

2. HEREBY OFFERS TO:

(a) undertake all Work and supply all materials, tools, equipment and labour necessary to perform the Work in strict accordance with the Tender Documents, the provisions of this tender (the 'Tender'), and at the rates and prices specified in this Tender, which rates and prices include all fees, expenses of any kind, cash allowances, contingencies and applicable taxes (excluding the Federal Goods and Services Tax (GST));

(b) sign a contract for the Work, in the form included in the Tender Documents and submitted to us by the Recipient (the 'Contract');

(c) complete all Work to the satisfaction of the Recipient in accordance with the Contract, Tender Documents and this Tender, including any schedules, specifications, maps or drawings, which form part of this Tender, the Tender Documents or the Contract;

3. IN ACCORDANCE WITH THE FOLLOWING PROVISIONS:

(a) Tender Completeness: any attachments to this Tender, including schedules, information on subcontractors, unit prices, timing of work, drawings and specifications are an integral part of this Tender, as if set out at length in the body of this Tender.

(b) Bidder's Representations:

i. It is the Bidder's sole responsibility to ensure that the Bidder has received all Tender documents. Submission of the Tender by the Bidder is a representation by the Bidder that the Bidder has verified receipt of a complete set of Tender Documents including any and all addenda to the Tender Documents.

ii. Submission of the Tender is deemed by the parties to be conclusive evidence that the Bidder has made such investigations and inquiries as the Bidder determines necessary and that the Bidder assumes all risk regarding any conditions affecting the Work.

(c) Addenda and Clarification of Tender Documents:

i. If a Bidder finds any discrepancies, omissions, ambiguities or conflicts among the Tender Documents, or as a result of the Work Site visit or the Information Meeting, the Bidder must bring them to the attention of the Recipient not less than seven (7) business days prior to the Closing Date.

ii. The Recipient will review the Bidder's question and where the Recipient determines that the information was not clearly specified in the Tender Documents, the Recipient will issue a clarifying addendum to all registered holders of Tender Documents, and the addendum will thereafter form part of the Tender Documents.

iii. The Recipient may, in its discretion, at any time, amend the Tender Documents by issuing to all registered holders of the Tender Documents, in hard copy or electronically, a written addendum to the Tender Documents, which addendum then forms part of the Tender Documents.

(d) Bidder Qualifications:

The Bidder hereby certifies that:

i. the Bidder has previously and satisfactorily completed a project of the same type and size as the one described in the Tender Documents in the Southern Interior Region in the past five (5) years;

ii. the Bidder has experience and capability of working in areas with dangerous snags; and,

iii. the Bidder has experience and capability of working with ATV and helicopter access.

The Bidder must provide, to the satisfaction of the Recipient, proof that it meets the above requirements.

(e) Tender Submission:

i. The Tender must be on a completed original or unaltered photocopy of the Tender Offer Form provided by the Recipient in the Tender Documents

ii. The Tender must provide three (3) references with current contract information. This information may be provided on a separate sheet of paper appended to the Tender Offer Form and must be included with the Tender Submission.

iii. The Tender is to be submitted in a sealed envelope clearly marked with the name and address of the Bidder, and the words, "Tender for **"Tree Planting, Spring / Fall year , Location"** on the envelope.

iv. Tenders submitted by facsimile, telegram or electronic submission WILL NOT BE ACCEPTED.

v. Tenders received after the Closing Time will be returned to the Bidder unopened.

vi. The Recipient, its employees and agents assume no responsibility for the timely receipt of any tenders.

vii. The Recipient may, by giving notice, amend the Invitation to Tender and extend the Closing Date and Closing Time for receiving tenders.

viii. Any bidder who wishes to verify that their tender has been received, may do so by contacting the Recipient.

ix. Any bidder wishing to withdraw their tender prior to the tender Closing Time may do so by submitting a withdrawal request letter to the same address to which the Tender was submitted. Upon receipt of the request, the tender will be returned to the Bidder unopened.

(f) Independent Bidding:

The Bidder hereby certifies that:

i. the rates and prices in this Tender have been arrived at independent of any other bidder;

ii. the rates and prices in this Tender have not been knowingly disclosed by the Bidder, and will not be disclosed by the Bidder prior to contract award, directly or indirectly, to any other bidder or competitor;

iii. no attempt has been made, nor will be made, to induce any other person to submit, or not to submit, a tender, for the purpose of restricting competition; and

iv. non-compliance with the requirements of this certification will result in the disqualification of this Tender.

(g) Opening and Evaluation of Tenders:

i. The tenders will be opened (the 'Tender Opening') ***in private***, and total bid prices will not be made public until after the Contract is signed with the successful bidder.

ii. The Contract will not be awarded at the Tender Opening.

iii. If only one tender is received, and if the total bid price exceeds the estimated budget for the Contract, the Recipient may re-tender the Work seeking a better response, with or without any changes being made to the Tender Documents.

iv. If more than one tender is received from the same bidder, the last tender received, as determined by the Recipient, will be the only tender considered.

v. If unit prices are included and the Bidder miscalculates the Total Bid Price from the unit prices specified, then the Recipient may disqualify the Tender for failing to provide an accurate Total Bid Price. If unit prices are incomplete, or unbalanced or otherwise fail to provide an accurate Total Bid Price the Recipient may disqualify the Tender. The Recipient will not correct errors in the Total Bid Price;

vi. The Recipient reserves the right to reject all tenders and the right to limit the number of Forests For Tomorrow contracts held at one time by any Bidder.

vii. The contract will not necessarily be awarded to the Bidder with the lowest tendered bid price.

viii. The Recipient may reject any tenders which contain any qualifying words, clauses, alterations, or omissions. Corrections to numbers in the Tender must be initialed by the authorized signatory of the Bidder.

(h) Irrevocability of Tender:

i. This ***Tender is irrevocable for 30 days*** following the tender closing date.

ii. ***If the Bidder revokes this Tender within 30 days*** following the tender closing date, or fails to execute the Contract within the time period specified in the Contract award letter: any submitted bid bond or bid deposit shall be forfeited in whole or in part to the Recipient; OR

iii. If no bid bond or bid deposit was required, the Recipient may pursue any remedy available to it at law or in equity.

(i) General:

i. If this Tender is accepted, the Bidder will provide the Recipient with any bonds, performance securities or proof of insurance coverage required in the Contract and Tender Documents.

ii. Upon request, the Bidder will provide the Recipient with a statement of qualifications, experience, availability and citizenship status of the Bidder's company, and each member of the workforce who will perform the Work under the Contract, and will provide any work references, if requested by the Recipient.

iii. The Bidder will ensure that each member of the workforce who will perform the Work under the contract is either a Canadian citizen, a permanent resident of Canada, or holds a valid employment visa from the Government of Canada.

iv. The Bidder is registered with the British Columbia Workers' Compensation Board under Registration Number _____, or will provide the Recipient with the Registration Number prior to signing the Contract.

v. If requested by the Recipient, the Bidder will provide either proof of signing authority or a notarized partnership declaration prior to signing the Contract.

(j) **Limitation of Damages:** The Bidder, by submitting a Tender, agrees that it will not claim damages in excess of the reasonable costs incurred by the Bidder in preparing its Tender for matters relating to the Contract award or in respect of the tendering process, and the Bidder, by submitting a Tender, waives any claim for loss of profits if no Contract award is made to the Bidder.

THIS TENDER has been signed by the Bidder or its duly authorized representatives or officers on the _____ day of _____, 20_____.

Signature of Bidder or Bidder's Authorized Representative:

_____

_____

Print or Type Name and Position of Bidder or Bidder's Authorized Representative

_____

Email address

Unit	Mapsheet & Opening No.	Estimated Net Area to Plant (ha)	Target Intertree Spacing (m)	Min. Intertree Spacing (m)	Species	Age and Type of Stock	Estimated 000's of Trees	Rate: $/tree	Total Bid Price for Unit ($)
	Total Area:	**0**				**Total 000's of Trees:**	**0.0**	**Total $:**	**$0.00**

NOTES:

1. Unit planting bid price must include Danger Tree Assessment by a Certified Danger Tree Assessor. All tree falling required as a result of this assessment must be completed by a Qualified and Certified Faller.
2. Do not include GST in bid prices.
3. Some or all/any portions of the project units may be excluded from this contract with no compensation to be made to the contractor for possible shortfalls in amount(s) of work tendered.
4. The Recipient shall deliver seedlings to the contractor F.O.B. the following location(s):

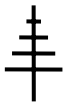
In order for a contractor's tender to be considered, the contractor must demonstrate that they have fulfilled the requirements described in the CONDITIONS OF TENDER.

THE TENDER SUBMISSION MUST INCLUDE THIS INFORMATION.

6.2 Example Microsite Planting Diagrams

DIAGRAMS

Legend

Location where trees are to be planted: 

Location where trees are **NOT** to be planted: