



SOUTH NATION
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South Nation River Conservation Authority

Bid Document

Request for Quotation (RFQ)

Tree Planting

2020-2021 RFQ

Closing Date

Date: Friday, February 28th, 2020

Time: 12:00 P.M. local time

Location: South Nation River Conservation Authority
38 rue Victoria Street
Finch, Ontario
K0C 1K0

Attn: Carl Bickerdike, Team Lead, Corporate Services

Late bids will not be accepted.

SNC reserves the right to accept or reject all or part of any Bid and also reserves the right to accept other than the lowest Bid and to cancel this Call for Bids at any time.





1. Purpose and Introduction

South Nation River Conservation Authority (SNC) is requesting quotations for its Tree Planting Program. The contract will be for a two-year period, commencing March 1st, 2020, and ending December 31st, 2021. Planting sites will be located across SNC's jurisdiction, including the full territory of the United Counties of Prescott and Russell.

The purpose of this Request for Quotation is to obtain quotes from reputable forestry contractors, who are capable of providing the following services in 2020 and 2021:

1. Private Land planting: Refill = 60% survival or less
2. Private Land planting: 500-1500 trees per site
3. Private Land planting: 1500-4999 trees per site
4. Private Land planting: 5000 trees or more per site
5. Larose Forest planting: Container Stock
6. Larose Forest planting: Bareroot

Trees to be planted in 2020 total approximately 55,100 for Larose Forest and 75,000 on private lands. Numbers for 2021 will be determined through site visits conducted in 2020. More than 80% of the seedlings to be planted are conifers, the rest are hardwoods.

The successful Bidder shall be referred to as the **"Vendor"** in this RFQ.

1.1 Appendices

- 'Appendix A'* – Acknowledgements
- 'Appendix B'* – Specifications
- 'Appendix C'* – Pricing Form

2. Closing Time

One copy of the RFQ Bid Document, properly signed and sealed is to be submitted to SNC, Reception, 38 Victoria Street, Finch, Ontario, **prior to 12:00 P.M. on Friday, February 28th, 2020 (the "Closing")**.

Time registered on SNC's digital phone system will be considered the official time to determine exact time of submission.



Submissions received after the Closing will not be accepted; however, they shall be time and date stamped and returned to the Bidder unopened.

3. Opening

All Submissions received on time will be opened on **Friday, February 28th, 2020 after 12:00 P.M.**

4. Contact Information and Questions

4.1. Contacts

Bidders may only contact Carl Bickerdike, Team Lead, Corporate Services **in writing only**, by email to cbickerdike@nation.on.ca related to this Request for Quotations.

Carl Bickerdike is SNC's official contact person for this RFQ. All other SNC employees and Board Members are not permitted to discuss this RFQ process with a potential Bidder from the time the RFQ is issued until such time as an award report has been prepared and submitted to the appropriate approval authority.

Bidders are cautioned therefore, to deal exclusively with the SNC contact person referenced in this section.

4.2. Errors, Omissions and Questions

SNC accepts no legal liability for any errors or omissions in any part of this RFQ.

Bidders with questions related to this RFQ, finding errors in, or omissions from the Document, or having doubt as to the meaning or intent of any part of this Document, must contact the SNC contact listed in Section 4.1, **before 2:00 P.M. on Friday, February 21st, 2020**. [To allow sufficient time to respond to or prepare and distribute an addendum as necessary, and to allow time for Bidders to receive any new information.]

Bidders should accurately reference the numbered item of the solicitation to which the enquiry relates. Care should be taken by the Bidders to explain each question in sufficient detail in order to enable SNC to provide an accurate answer. No questions will be accepted **after 2:00 P.M. on Friday, February 21st, 2020**.



There will be no consideration of any claim after submission of the Quotation, that there is any misunderstanding respecting conditions imposed by the RFQ.

5. Instructions to Bidders

5.1 Addenda

The RFQ may be amended only by an addendum in accordance with this section. If SNC, for any reason, determines that it is necessary to provide additional information relating to the Request for Quotations, such information will be communicated to all Bidders through the SNC Contact by addenda. Each addendum forms an integral part of the RFQ.

SNC will issue all written addenda to the RFQ by e-mail to each bidder who has provided an e-mail address.

Such addenda may contain important information, including significant changes to the RFQ. It is the Bidder's responsibility to ensure all addenda have been received and are reflected in their quotes submission.

5.2 Quotation Submission

The Submission shall be typed or written in ink. It shall contain original signatures where required; shall clearly be marked "**ORIGINAL**" and shall include all requirements of this RFQ, as set out in **Section 8.0 "To Include in Quotation"**. The Bidder should submit **one (1) copy** of all submission requirements.

Offers made in the Submission will be considered by SNC to be binding and irrevocable and shall remain open for acceptance by SNC for a period of ninety (90) days from the Quotation closing.

A Submission shall be considered only if submitted in an envelope sealed and clearly addressed to "**South Nation River Conservation Authority**", **38 Victoria Street, Finch Ontario, K0C 1K0**". It should be marked "**Request for Quotations: 2020-2021 Tree Planting**" and include the name and address of the Bidder.

Bidders should not send Quotations collect by courier or with insufficient postage. Quotations determined to be "collect" by courier or with insufficient postage will not be accepted. Faxed or emailed submissions will not be accepted



5.3 Adjustments to Submissions

Adjustments to submissions by telephone, email, or fax will not be considered.

5.3.1 Request to Adjust a Submission Before Closing

A Bidder wishing to make adjustments to a Submission must supersede it with a later Submission, which must be received by the closing time.

5.3.2 Request to Withdraw a Submission Before Closing

A Bidder who has submitted a Quotation may request that their Submission be withdrawn before the closing time. The request must be provided in writing, on company letterhead, and include contact information for verification. Authenticity of the request may be confirmed by SNC. Submissions withdrawn under this procedure cannot be reinstated.

5.3.3 Request to Withdraw a Submission During Quotes Opening

No request for withdrawal of a Submission shall be permitted during, or at any time after, the opening process.

5.4 Insurance

5.4.1 General Liability Insurance

The Vendor shall procure and maintain Comprehensive General Liability Insurance. The Comprehensive General Liability Insurance shall:

- a) Have a limit of liability of not less than **two million dollars (\$2,000,000)** inclusive for any one occurrence;
- b) Include insurance against liability for bodily injury and property damage caused by vehicles or equipment owned by the Vendor;
- c) Be endorsed to provide that the policies shall not be altered, cancelled, or allowed to lapse without thirty (30) days prior written notice to SNC;
- d) Name SNC as an additional insured party; and
- e) Contain a cross-liability clause.

The Vendor shall pay for all premiums and expenses incurred for the insurance. Should any claim(s) arise, the Vendor shall be financially responsible for paying for any amount(s) up to and including the deductible amount under their policy.



5.4.2 Vehicle Insurance and Licensing

The Vendor shall maintain vehicle insurance as required by the *Compulsory Automobile Insurance Act* R.S.O 1990 C.25 as amended to cover all licensed vehicles owned, operated, or leased by the Vendor.

The Vendor's vehicle insurance shall:

- a) Have a limit of liability not less than **two million dollars (\$2,000,000)** in respect of any one accident or occurrence;
- b) Include part bodily injury including death, property damage and basic accident benefits and coverage not less than the insurance wording shown in the Standard Ontario Automobile Policy Form OAP-1; and
- c) Be endorsed to provide that the policies shall not be altered, cancelled, or allowed to lapse without thirty (30) days prior written notice to the Authority.

The Vendor shall pay for all premiums and expenses incurred for the insurance. Should any claim(s) arise, the Vendor shall be financially responsible for paying for any amount(s) up to and including the deductible amount under their policy.

5.4.3 Proof of Insurance

The Bidder shall provide proof of insurance required in Sections 5.4.1 and 5.4.2 with their Quotation.

In the event that satisfactory proof of insurance cannot be provided, a letter from the Bidder's insurance company confirming that the Bidder will be able to obtain the required insurance will suffice. The insurance company must be satisfactory to SNC.

5.4.4 Certificate of Insurance

Within ten (10) working days of notification of award of this RFQ and prior to the start of any work, the Vendor shall file with SNC, together with the signed Contract, a Certificate of Insurance, clearly stating that all the insurance coverage required complies with all requirements listed in Section 5.4.1.

If the Vendor fails to file the Certificate of Insurance with SNC within ten (10) working days of notification of award of this RFQ, SNC reserves the right to cancel the award.

5.5 Workplace Safety and Insurance Act and Employment Insurance

The Bidder must submit with their Quotation a valid and current "Clearance Certificate" from the Workplace Safety and Insurance Board ("WSIB"), or a letter from the WSIB



confirming their exemption. This information is available to the Bidder on-line at **wsib.on.ca**.

The Vendor, within ten (10) working days of notification of award of this RFQ and prior to the start of any work, shall provide SNC with a valid and current Clearance Certificate from the WSIB.

If the Vendor does not provide a valid and current Clearance Certificate as herein requested, or proof of exemption, or proof of application for exemption, SNC reserves the right to cancel the award.

The Vendor shall be responsible for providing Worker's Compensation coverage for their employees, and no extras will be allowed for such items.

The Vendor clearly understands and agrees that they are not, nor is anyone hired by them, covered by SNC under the *Workplace Safety Insurance Act*, *Employment Insurance Act*, or any other act, whether provincial or federal, in respect of themselves, their employees and operations, and shall, upon request, furnish SNC with satisfactory evidence that they have complied with the provisions of any such acts.

5.6 Contract

Once the RFQ is awarded, the Vendor shall enter into and sign a formal Contract that is satisfactory to SNC, within ten (10) working days of notification of award of the RFQ. This RFQ and all issued addenda shall constitute part of the terms and conditions of the contract award.

Failure to execute the Contract or to file any of the required documentation required in this RFQ, within the specified time period, shall be just cause for the cancellation of the award.

6. General Terms and Conditions

The following terms and conditions are deemed accepted by all Bidders in response to this RFQ and are deemed incorporated into every contract resulting from this RFQ:

6.1 Freedom of Information

All information obtained by the Bidder in connection with the preparation of this RFQ is the property of SNC and must be treated as confidential. It may not be used for any purpose other than for replying to this RFQ, and for fulfillment of any subsequent contract. Any Bidder



who requires that the information in its Quotation be kept confidential must explicitly advise SNC of that fact.

The Bidder may declare confidentiality of their Quotation; however, SNC is required by law to adhere to the requirements of the *Municipal Freedom of Information and Protection of Privacy Act*, as amended from time to time.

6.2 The Occupational Health and Safety Act

The Vendor shall comply with all conditions and regulations of the *Occupational Health and Safety Act* and amendments thereto, any other Federal or Provincial statute or local bylaw concerning safety or any other phase of work on this contract.

6.3 Compliance with Codes, Regulations and By-Laws

The Vendor agrees to obey all government, municipal, and underwriters codes and regulations, etcetera and perform all work in accordance with the requirements of bylaws in force in the area where the work is to be carried out. All permits or licenses are the responsibility of the Bidder.

6.4 Required Warranties

Each Bidder expressly declares and warrants that:

- a) This quotation submission is in all respects fair and without collusion or fraud;
- b) There has been no violation of copyrights or patent rights in manufacturing, producing or selling the materials and/or services shipped or ordered as a result of this quotation, and the vendor agrees to hold SNC harmless from any and all liability, loss, expense, action or suit occasioned by any such violation;
- c) All materials and/or services proposed to be supplied to SNC conform in all respects to the standards set forth by Federal and Provincial agencies; and
- d) The Bidder of the quotation is:
 - i. competent to perform the work described in this RFQ;
 - ii. has the necessary qualifications, including knowledge, skill and experience to perform the services, together with the ability to use those qualifications effectively for that purpose;
 - iii. shall supply everything necessary for the performance of the work;
 - iv. shall carry out the work in a diligent and efficient manner;



- v. ensure the work is of proper quality, material and workmanship; is in full conformity with the specifications; and meets all other requirements of this RFQ and any subsequent contract.

6.5 No Obligation to Contract

The Bidder's RFQ submission does not constitute the acceptance of a contract with SNC. Submissions constitute offers which SNC may or may not accept in its sole discretion.

SNC further reserves the right to accept or reject any or all quotations or parts of quotations, or to accept any quotations considered in SNC's best interest, and to request re-submission on the required materials and/or services. SNC also reserves the right to waive irregularities and technicalities and to do so in its sole discretion.

SNC also reserves the right to cancel and reissue the RFQ as deemed necessary and in the best interest of SNC.

SNC reserves the right not to accept a Quotation from any person or corporation which includes all non arms length corporations who, or which, has a claim or legal proceeding against SNC or against whom SNC has a claim or legal proceeding with respect to any previous contracts, bid submissions, or business transactions who is listed as either the Bidder or sub-contractor within the submitted Quotation.

The Bidder's RFQ submission is deemed an irrevocable offer which may be accepted, at the sole option of SNC with or without negotiation, only by entering into a formal contract upon such acceptance the terms, responsibilities, and specifications as required by SNC including but not limited to those set out herein.

SNC reserves the right to reject an offer to supply goods and services presented in response to SNC's procurement processes where SNC determines that the person making the offer is in any way indebted to SNC and in its sole discretion is of the opinion that it is in SNC's best interests that the offer be rejected.

6.6 Assignment

The Vendor shall not assign the Contract or any portion thereof without prior written consent of SNC. Such consent shall not release or relieve the Vendor from any of their obligations or liabilities under this Contract.



6.7 Costs Incurred

SNC shall not, under any circumstances, be responsible for any costs incurred by the Bidder in the preparation of the quotation submission, including, but not limited to: costs to prepare documentation, travel, attendance at any site meetings, or interviews (if required).

6.8 Pricing and Taxes

The quotation submission amount must include: all applicable excise taxes; customs, freight; exchange and all other charges. HST is extra.

6.9 Terms of Payment

Invoices will be paid net thirty (30) days from date of invoice and verification that goods/services listed have been provided to the satisfaction of SNC. Invoice must be received within thirty (30) days of work completion in each calendar year.

6.10 Rights of SNC

SNC retains the right to ensure that an acceptable standard of use, service, and operation is maintained. SNC also reserves the right to communicate with one or more Bidders (following the RFQ closing date) to clarify elements of the submission.

6.11 SNC's Right to Terminate Contract Under Certain Conditions

SNC has the right to terminate the Contract immediately and without penalty, with written notice to the Vendor, if:

- a) The Vendor makes an assignment for the benefit of creditors or becomes bankrupt or insolvent, or an order is made for the winding-up of the Vendor, or if a receiver is appointed on account of the Vendor's insolvency; or
- b) The Vendor refuses or fails to supply sufficient properly skilled employees or proper materials at all times to perform the Work in the manner and to the standards required under this Contract, or the vendor fails to observe and comply with any provisions of law, including, without limiting the generality of the foregoing, all requirements of all governmental authorities including federal, provincial, and municipal legislative enactments, by-laws and other regulations now or hereafter in force which pertain to or affect the services or the conduct of the Vendor's business; or



- c) The Vendor fails to institute appropriate corrective action within three (3) days after verbal notification by SNC (which will be confirmed subsequently in writing), of any failure on the part of the Vendor to comply with the terms and specifications of the Contract; or
- d) The work performed is not satisfactory; or
- e) Delivery requirements are not met.

Given the short duration of the planting season, SNC reserves the right to terminate this contract at anytime without cause with seven (7) days written notice.

Immediately following, the termination of the Contract, for any reason, the Vendor shall provide to SNC all of their financial records specific to this Contract, concerning the conduct of the operations and a statement of all outstanding accounts.

6.12 Remedies for Non-Performance

In the event that the Vendor fails to perform any obligations hereunder, SNC shall be entitled to exercise any one or more of the following remedies:

- a) SNC may with-hold any payment due hereunder until the Vendor has remedied their failure;
- b) SNC shall be entitled, in the event that the Vendor does not remedy their default within three (3) working days of a request, SNC be entitled to engage other vendors to complete the work of the Vendor and to deduct the cost of obtaining such other vendors from any amounts owing to the Vendor hereunder;
- c) SNC may terminate this Agreement if the Vendor does not remedy their default within three (3) working days of a request that they do so from SNC in writing; and,
- d) SNC may exercise any other right available to it in law or equity.

A failure of SNC to exercise any of the foregoing remedies, or the granting of any extension or indulgence, shall not be prejudicial to the right of SNC to subsequently obtain such remedies.

6.13 Failure to Execute Contract

Failure to execute the Contract or failure to file any of the required documentation required in this RFQ within the specified time period is cause for the cancellation of the award.



6.14 Indemnification

The Vendor shall indemnify and save harmless SNC, from and against all claims, actions, losses, expenses, costs or damages of every nature and whatsoever which SNC, its employees, officers or agents may suffer, to the extent the Vendor is legally liable as a result of the negligent acts of the Vendor, their employees, officers or agents in the performance of this Contract.

6.15 Ownership of Documents

All information and data developed and used by the Vendor in connection with this Contract will be wholly owned by SNC.

6.16 Governing Law

This RFQ and subsequent contract shall be governed by the law of the Province of Ontario.

6.17 Venue for Litigation

The Vendor and SNC agree that the venue for any litigation shall be Ottawa, Ontario.

6.18 Force Majeure

Neither party shall be held responsible for any remedy arising from delay or failure to perform obligations under this RFQ or the Services to be provided when such delay or failure is due to fires, strikes, floods, acts of God or the Queen's enemies, lawful acts of public authorities, or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against.

6.19 Confidentiality

The Vendor recognizes that it will, by the nature of the goods and services being provided to SNC, have access to confidential information. It is understood and agreed that the Vendor, its employees, agents, representatives and officers, (the "Vendor") shall hold all information, whether confidential or not, in the strictest confidence. The Vendor shall not disclose, nor permit by any act or failure to act, the disclosure of any information to any third party at any time during or after the term of its contract with SNC. Nor will the Vendor use any information however obtained as a result of performing duties for SNC for its own commercial, financial, or personal advantage.



The Vendor also acknowledges that it may be held both criminally and civilly responsible for any breach of confidentiality.

6.20 Employees

In the performance of this contract, the Vendor shall be an independent Vendor. Neither the Vendor nor any of their employees shall be deemed to be employees of SNC.

7. Specifications

The Bidder shall complete and submit the Specification Form (**'Appendix B'**) as part of the Quotation Submission.

8. To Include in RFQ

8.1 Acknowledgement

The Bidder shall complete and submit **'Appendix A' - Acknowledgements**

8.2 Specifications

The Bidder shall initial and submit **'Appendix B' - Specifications** to confirm acknowledgement and understanding of the specifications.

8.3 Pricing

The Bidder shall complete and submit **'Appendix C' - Pricing Form**.

8.4 Other

- All addenda issued;
- Quotation submission as per Section 5.2;
- A copy of current and valid Certificate of Insurance;
- A copy of current and valid Vehicle Insurance; and
- A copy of current and valid Workplace Safety and Insurance Board (WSIB).

9. Award and Approval



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This RFQ will be awarded based on the following:

- a) Proper Completion of all submission requirements (Section 8);
- b) Compliance to specifications;
- c) Ability to deliver the work as per the stated deadlines on the specification form (Appendix B); and
- d) Price (as a clarification, should all other evaluations appear equal, at the sole discretion of SNC, lowest Total Price shall govern award).

SNC reserves the right to reject any Quotation if the evidence submitted by, or investigation of such Bidder, fails to satisfy SNC that the Bidder is qualified to carry out the obligations of the contract.

The decision of South Nation River Conservation Authority shall be final.

The Bidder shall not make any claims for additional costs or expenses due to the delay in, or cancellation of the award of this RFQ, due to the approval process.



‘APPENDIX A’ – ACKNOWLEDGEMENTS

I/WE ACKNOWLEDGE that this Quotation is made without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person submitting a Quotation for the same goods/services and is in all respects fair and without collusion or fraud.

I/WE ACKNOWLEDGE that all matters stated in the said Quotation are, in all respects, true.

I/WE ACKNOWLEDGE that, having read and understood the 2020-2021 RFQ Document, I/WE have satisfied ourselves as to the terms, conditions and specifications and do hereby submit a Quotation for the supply of delivery of site preparations and tending.

I/WE ACKNOWLEDGE that it is the Bidder’s responsibility to ensure all addenda issued have been received.

I/WE ACKNOWLEDGE that acceptance of this Quotation and the execution of an Agreement shall be considered a binding Contract upon both parties. If specified at any time by SNC, it is agreed that the terms and conditions and the representations made in reference to this Request for Quotations shall be incorporated in the Contract to be executed by the parties once SNC has formally accepted the Quotation.

Dated at _____ this _____ day
of _____, 2020.

Name of Firm

Signing Authority

Street Address

Signature

City

Postal Code

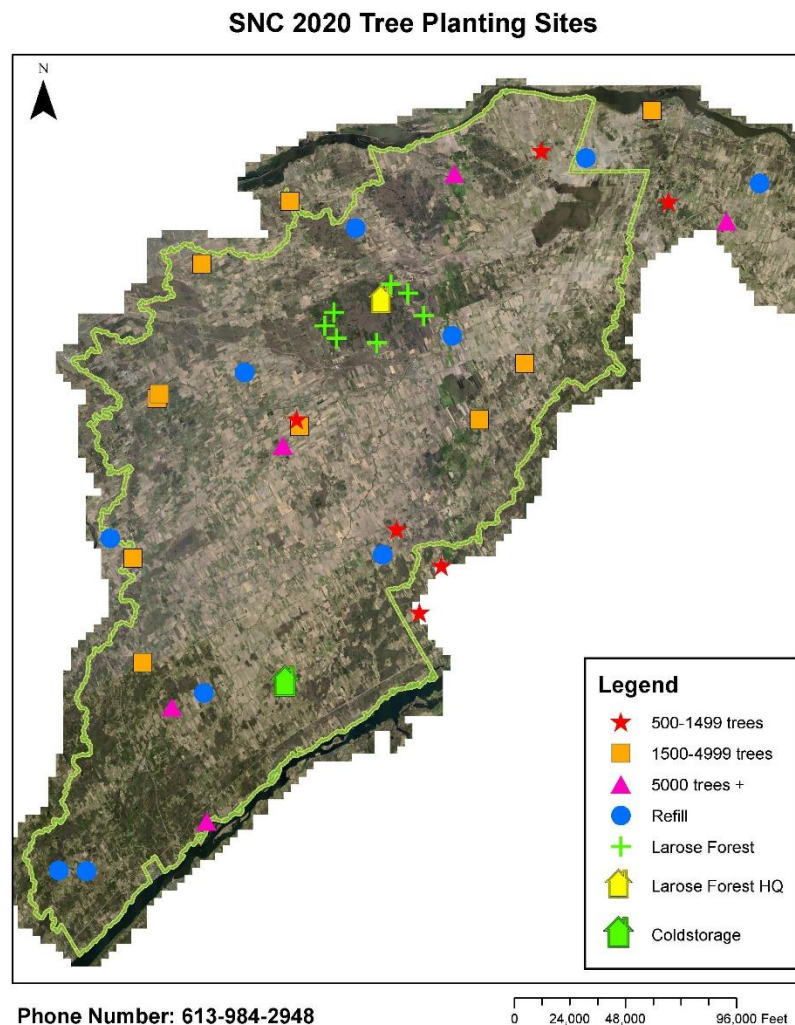
Telephone and Fax Number



'APPENDIX B' – SPECIFICATIONS

The locations of trees to be planted will be within SNC's jurisdiction and throughout the entire jurisdiction of the United Counties of Prescott and Russell. SNC will provide maps and specifications for each site that to be planted. SNC may designate a representative to execute the conditions of the Agreement on their behalf. Tree seedlings will be stored in the cold storage unit located at Smyths Apple Orchard, 11652 County Rd 18, Iroquois, ON K0E 1K0. See Figure 1 for Tree Planting Sites and Cold Storage Overview.

Figure 1: 2020 Tree Planting Sites and Cold Storage Overview





B1 - GENERAL CONSIDERATIONS

1. Nursery stock is to be planted in accordance with site plans. Deviation from spacing prescribed by SNC is permissible where, in SNC's or their Designated Representative's opinion, any of the following conditions are encountered; acceptable natural regeneration of forest trees, rocks, soil too shallow to accept the roots of the trees, wet depression, thick duff, tree stumps, logging slash or any other obstacle that would impede the proper planting of nursery stock or their survival.
2. Nursery stock is to be planted on sites that favor tree survival and growth as follows:
 - a) In mineral soil or any mixture of mineral soil and well decomposed organic matter;
 - b) In the middle of a slope of a small depression; and
 - c) Other micro-sites that may be acceptable as prescribed by SNC's representative.
3. Nursery stock is not to be planted on the following sites:
 - a) In rotten logs or stumps
 - b) At the bottom of depressions that are subject to flooding;
 - c) In cut banks, roadside fill, landings, skid ways, raised humps of loose soil, borrow pits or debris, unless otherwise specified by SNC or their Designated Representative;
 - d) Within right-of-way of any road or trail as designated by SNC or their Designated Representative, and;
 - e) Under overhead wires, telephone lines, etc. unless specified otherwise.
4. Planting:
 - a) The site in which a tree is to be planted shall be cleared of duff, debris, rotten wood, loose rock, and other vegetation. The cleared site shall not be less than 10 centimeters x 10 centimeters;
 - b) Each planting site hole shall be prepared in the approximate center of the cleared site referred to in Subsection 4.a.



- c) Each planting hole shall be of a size that will accommodate the entire root system of the tree in a natural spread out position and not in tangled, bunched up or doubled up position;
- d) Each tree shall be planted to a depth so that, after filling in and compacting soil about the roots on the tree stem where the roots are not exposed, and no branches and trees leaves are covered with soil. In the case of the container stock, each container shall be planted so as not to leave any paper pot (and/or plug) showing above the ground;
- e) The soil shall be filled in and compacted around the roots to remove any air pockets and firmly anchor the tree;
- f) The stem of each tree planted shall be vertical relative to the ground. Each tree planted whose stem leans more than 30 degrees from vertical for conifers and 15 degrees from vertical for hardwood shall be considered improperly planted;
- g) Where underplanting is prescribed, trees are to be planted 2.1 meters x 2.1 meters (7 feet x 7 feet) unless otherwise specified by SNC or their Designated Representative. Trees are to be planted at least 1.2 meters (4 feet) from residual trees. A residual tree is a tree of any species that is larger than 16 centimeters in diameter at breast height.
- h) Where row planting is prescribed, trees are to be planted 2.4 meters (8 feet) between rows and 1.8 meters (6 feet) between trees unless otherwise specified by SNC or their Designated Representative. Where the prescription requires definite row planting and this does not take place in the opinion of SNC or their Designated Representative, SNC or their Designated Representative may terminate the Agreement or part thereof because of the unsatisfactory planting;
- i) Each planted tree must be capable of withstanding a reasonable tug by hand without being extracted from the soil;
- j) All nursery stock shall be planted using specified methods and tools approved by SNC. The Vendor may propose alternative methods and/or tools wherein that SNC may approve their use;
- k) Cuttings will be planted flush to the ground with buds pointing upwards;
- l) The soil shall be compacted around the cuttings to remove large air pockets.



B2 - CREWS

1. The Vendor agrees to employ all competent persons necessary to perform the obligations of the Vendor under this agreement
2. The Vendor agrees that all operations of the Vendor shall be supervised continuously by the Vendor or the Vendor's representatives.
3. Where the Vendor employs planting crews to plant trees, the Vendor agrees, as follows:
 - a) Crews shall not have more than 7 planters;
 - b) A crew shall be supervised by a foreman, and a foreman shall supervise not more than 1 crew; and
 - c) Where a foreman plants trees, the crew shall not have more than 4 planters, including of the foreman.

B3 - STORING AND HANDLING NURSERY STOCK

1. SNC and the Vendor will agree on a delivery schedule prior to the commencement of planting.
2. The delivery point and storage site for bare root nursery stock will be at the storage site determined by SNC or their Designated Representative.
3. The Vendor agrees that only such quantity of nursery stock as can be planted in one day shall be removed from the storage sites.
4. The Vendor agrees to return all nursery stock containers to the storage site where they will be piled in an organized manner.
5. The Vendor agrees to leave each planting area in a tidy condition and to remove anything or any structure that the Vendor has erected or placed at such site or area at the time the Vendor quits such site or area.
6. The Vendor agrees to avoid any practice which may cause physical damage to the stock by adhering to the following rules:
 - a) Do not throw nursery stock containers or bags at any time;
 - b) Do not stack filled boxes on their sides;



- c) Do not allow stock to be whipped by tarps or ropes;
- d) Do not have any objects in contact with tree tops; and
- e) Do not transport nursery stock together with any fuel, chemicals or residue of fuels and chemicals.

7. When nursery stock is removed from the storage site(s) or delivery point(s), such nursery stock is to be transported directly to the field storage or planting site(s).

8. The Vendor agrees that there will be adequate covering to protect the trees from sun and wind exposure during transportation and holding.

B4 - BAREROOT STOCK

1. Where nursery stock or containers are removed by the Vendor to be a part of the planting area, the Vendor agrees:

- a) To store the containers of nursery stock in a shaded, cool place with space between such containers to permit the circulation of air between containers and not to pile containers except as approved by SNC or their Designated Representative;
- b) To prevent unnecessary drying of nursery stock by opening containers only when nursery stock is required for planting and by keeping containers closed at all other times;
- c) When requested by SNC or their Designated Representative, to water, or “heel-in” nursery stock;
- d) To ensure that the roots of nursery stock are dipped in water immediately after their container is opened, regardless of whether the nursery stock is to be planted immediately or not;
- e) To avoid unnecessary handling of the nursery stock; and
- f) That no part of that foliage shall be submerged in water.

2. The Vendor agrees that the Vendor’s tree planters shall:

- a) Carry nursery stock in a planting pail, bag or other container as SNC approves with the roots of the nursery stock protected by at least 2 centimeters of water in the pail or moist peat moss or equivalent packing material in the bag;



- b) Untie only enough nursery stock, as that can be planted;
- c) Not overload planting pails, bags or other containers;
- d) During temporary stoppages in planting, place planting pails, bags or other containers containing nursery stock in a shaded area;
- e) During planting, remove only one tree at a time from the planting pail, bag or other container;
- f) Keep nursery stock root exposure to air to a minimum;
- g) Not root prune nursery stock unless directed by SNC or their Designated Representative; and
- h) At the completion of the work day return the nursery stock to planting pails, bags or containers with the roots of the nursery stock protected by at least 2 centimeters or water in the pails or moist peat moss or equivalent packing material in the bags or containers or as otherwise directed by SNC or their Designated Representative, to the storage site.

B5 - CONTAINER STOCK

1. Where nursery stock is stored or where containers of nursery stock are removed by the Vendor to a planting area, the Vendor agrees:

- a) To store the trays of container stock such as they are protected from strong winds and are accessible to water;
- b) To lay the individual trays flat on the ground, except where trays will be stored for longer than four (4) days in which case the trays should be elevated so that there is 5 centimeters to 10 centimeters air space under each tray;
- c) To gently water the nursery stock with a fine spray before drying of this soil medium occurs, or when requested by SNC or their Designated Representative;
- d) To thoroughly soak the nursery stock immediately prior to planting to assist in separation of the individual paper pots and to enhance tree survival; and
- e) To avoid any unnecessary or rough handling of nursery stock which could cause loss of soil medium from the container or damage to the nursery stock.



2. The Vendor agrees that the Vendor's tree planters shall:

- a) Carry nursery stock in carrying container as SNC or their Designated Representative approves, so that nursery stock is not damaged;
- b) Not overload the carrying containers;
- c) Stop during planting to ensure that the soil medium does not dry out;
- d) Remove only one tree at a time from the carrying container; and
- e) Plant nursery stock with the root medium intact, if applicable.

B6 - ASSESSMENT

The Vendor agrees that SNC or their Designated Representative may assess the quality and quantity of any planting performed under this contract in accordance with the following specifications and payment to the Vendor shall be based on this assessment.

B7 - PRIVATE LAND SAMPLING PROCEDURES

- 1. A minimum of 10% of the trees planted will be assessed.
- 2. Assessment plots will be assessed by samples of no-fixed dimension. Each sample will be comprised of 25 planted trees and be collected throughout the planting area.

B8 - LAROSE FOREST SAMPLING PROCEDURES

- 1. A minimum of 1 plot per hectare. Assessment plots will be established throughout the planting area in no fixed pattern.
- 2. Assessment plots will be circular and have an area of 100 square meters.

B9 - FIELD ASSESSMENT

- 1. The assessment plots shall be conducted by SNC or their Designated Representative on a daily basis.
- 2. Each plot will be assessed for plantable spots, missed plantable spots, number of nursery stock in the plot and the quality of planting. The presence of excess trees in the plot will also be determined.



B10 - UNSATISFACTORY PLANTING

1. Each plot will be assessed to determine if the following infractions have occurred.

Code A infraction – Over 10% Density Allowance

Deviation from the prescribed spacing specifications where site conditions did not prohibit proper placement resulting in a density which is above or below a 10% allowance. An allowance of 10% of the total actual plantable spots within the plot will be permitted on each plot. However, the 10% of the total actual plantable spot within the plot will be permitted on each plot. The 10% density allowance is not applied on plots where there is more than 1 tree in a planting hole and/or a missed plantable spot (where there is a suitable microsite available and this microsite is a minimum of 2.1 meters (7 feet) from any tree when the prescription is 2.1 meters by 2.1 meters spacing– see missed plantable spot infraction) and/or a dropped or discarded tree within the plot. This infraction is independent on the other infractions (i.e. Codes 1- 9). Excess trees within the plot, extra trees in a planting hole or dropped/discarded trees, will not be specifically identified and therefore the “Excess” trees are subject to Code 1 – 9 infractions.

Code 1 infraction – Where a tree is planted in an unsuitable microsite as follows:

Rotten log, pure duff, stumps, bottom of gullies or depressions subject to flooding, cut banks, roadside fill and/or raised humps of loose soil or debris.

Code 2 infraction – Firmness

Trees around which soil has not been packed firmly. Trees should be able to withstand a slight tug and there should be no air gaps.

Code 3 infraction – Root Placement

- i. Roots are doubled up, twisted and tangled or container stock with excessive damage;
- ii. Where the tree is placed in the planting hole with roots not in a near-natural arrangement;
- iii. Roots are exposed, and/or;



- iv. “J” planted roots.

Code 4 infraction – Planting Hole

- v. If the tree has been planted below or above the root collar;
- vi. When living branches or foliage buried in the soil or in the case of container stock where any part of the paper pot or plug is showing above the ground;
- vii. More than one (1) tree or container per hole;
- viii. When a planting hole is not large enough to accommodate the entire root system of the tree.

Code 5 infraction – Position of the crown and stem

Tree planted in a leaning position. A 15-degree deviation for hardwoods and 30 degrees for conifers from the vertical are considered improperly planted.

Code 6 infraction – Scalping

Tree is planted in a spot that required scalping (approximately 30 centimeters x 30 centimeters) for removal of debris, duff, sod, rotten wood, loose rock or minor vegetation.

Code 7 infraction – Close Tree

Where a tree is to be planted too close to another tree within a row or between a row, if closer than 80% of prescribed spacing. The following table demonstrates the prescribed spacing.

Prescribed Spacing (Tree x Row)	Prescribed Spacing Close Tree Infraction (if closer than)
1.8 meters x 1.8 meters	1.4 meters x 1.4 meters
1.8 meters x 2.1 meters	1.4 meters x 1.7 meters
2 meters x 2 meters	1.6 meters x 1.6 meters
2.1 meters x 2.4 meters	1.7 meters x 1.9 meters
3 meters x 3 meters	2.4 meters x 2.4 meters



Code 8 infraction – Damaged Tree

Where the tree is physically damaged because of the Vendor or Vendors employees handling or planting practices.

Code 9 infraction – Dropped Tree

Where a dropped or discarded tree is found within the assessment plot.

B11 - SUMMARY AND CALCULATION FOR PAYMENT

1. Data is recorded for each plot on the planting inspection report summary sheets for each planting block, and it is signed by SNC or their Designated Representative and the Vendor or their representative.

2. Planting quality percent for each project and planting area shall be a minimum of 90% as assessed by SNC using the methods and standards identified in this Appendix. Projects and planting areas that are not planted to the minimum 90% standard may be subject to payment holdback until such time the Vendor replants the site to SNC's satisfaction. Any replants that may be required shall be done at no additional cost to SNC or the landowner. Payment and holdbacks may be applied as follows:

- a) Full payment of the invoiced amount shall be issued in the event planting quality is assessed at 90% or greater;
- b) A holdback of thirty percent of the invoiced amount may be applied in the event planting quality is assessed at 60-89%; or
- c) A holdback of the full invoiced amount may be applied in the event planting quality is assessed at 59% or less.

3. The Vendor shall pay to SNC as liquidated damages and not as a penalty the amount of \$2.00 for every seedling that is,

- a) rendered unsuitable for planting while under custody and control of the Vendor; or
- b) lost, stolen or missing after being received by the Vendor.

and the Vendor agrees that SNC may deduct any amount payable by the Vendor under this Section from any moneys that are payable or returnable to the Vendor.

4. The Vendor shall plant more than 40% of the nursery stock in the first 50% of the three (3) week planting period.



‘APPENDIX C’- PRICING FORM

Item	Total Price (\$) excluding HST
Price per 1000 trees for Private Land Refill Planting (Sites with 60% survival or less)	
Price per 1000 trees for Private Land Planting (500-1500 trees per site)	
Price per 1000 trees for Private Land Planting (1500-4999 trees per site)	
Price per 1000 trees for Private Land Planting (5000 trees or more per site)	
Price per 1000 trees for Larose Forest (Bareroot Stock)	
Price per 1000 trees for Larose Forest (Container Stock)	

BIDDER’S COMPANY:

MAXIMUM NUMBER OF TREES THE BIDDER IS ABLE TO PLANT IN A 3 WEEK (21 DAY) PERIOD:

PRINT NAME:

SIGNATURE OF BIDDER:

DATE SIGNED:
