



**REQUEST FOR TENDER W2021B  
For the Sale of Marked Pine Timber within the Purdy and  
Patterson Tracts**

**Addendum to Tender Response Form**

**SEALED TENDERS** enclosed in an envelope addressed and marked as follows:

Addressed: County Receptionist  
County of Middlesex  
399 Ridout Street North  
London, ON N6A 2P1

Marked: TENDER W2021B for Marked Pine Timber  
To be opened only by Mark Brown RPF, Woodlands Conservation Officer or  
his official designate

**Shall be received until:**

12:00 pm (noon) local time on September 27, 2021, only if the sealed tenders are delivered to the County Receptionist via the mail dropbox at the County Building, 399 Ridout Street North, London, ON N6A 2P1.

It is noted that as a result of the COVID-19 pandemic the County Administration Office is closed to the public. Mail can be received at any time through a mail slot but in person, dropping off materials can only occur Monday to Friday 08:30 – 12:30.

If dropping in person, please call the number on the outer door 519-434-7321 and advise the receptionist.

**HIGHEST OR ANY TENDER NOT NECESSARILY ACCEPTED.**

- **Faxed copies of tenders will not be accepted**
- **Tenders dropped off to persons other than the County Receptionist will NOT be accepted**
- **Tenders received by the County Receptionist after the closing time will NOT be accepted**
- **The onus is on the bidder to ensure that their bid is delivered to and received by the County Receptionist before the closing time**
- **25% of the tender amount via certified cheque (performance security/bid deposit) is required to be submitted at the time the tender is submitted**

**Contact Person: Mark Brown RPF. Woodlands Conservation Officer/Tender Coordinator**

## 1. Tender Overview

Request for Tender W2021B for the Sale of Marked Pine Timber within the Purdy and Patterson Tracts will be referred to in the remainder of this document as “this RFT” or “the RFT” as context requires. The Corporation of the County of Middlesex will be referred to as “the County” in the remainder of this document.

Potential Work: Timber Sale Purdy and Patterson Tract – W2021B

Potential Work Location: PURDY and PATTERSON TRACTs

### **PURDY TRACT**

PT LOT 12 - RANGE 2N, Big Bend Road, Southwest Middlesex.

### **PATTERSON TRACT**

CON 1 PT LOT 25 & 26, Centreville Drive, Southwest Middlesex.

<b>PURDY TRACT</b>			
<b>Species</b>	<b># of Trees</b>	<b>Average Diameter (cm)</b>	<b>Estimate Volume (M3)</b>
Eastern White Pine	564	28 cm	360 M3
<b>Total</b>	<b>564</b>		<b>360 M3</b>
<b>PATTERSON TRACT</b>			
<b>Species</b>	<b># of Trees</b>	<b>Average Diameter (cm)</b>	<b>Estimate Volume (M3)</b>
Eastern White Pine (Compartment A)	112	39.5 cm	135 M3
Eastern White Pine (Compartment B)	81	25 cm	32 M3
Eastern White Pine (Compartment C)	48	36 cm	49 M3
Eastern White Pine (Compartment D)	122	41 cm	154 M3
<b>Total</b>	<b>363</b>		<b>370 M3</b>
<b>Totals both Tracts</b>	<b>927</b>		<b>730 M3</b>

Tender Closing Date: September 27, 2021, 12:00 (noon) local time.  
Please note tenders can only be delivered Monday to Friday between 0830 and 1230 Hrs

Owner: Corporation of the County of Middlesex  
Address of Owner: 399 RIDOUT STREET NORTH, LONDON, ON. N6A 2P1

Performance Security/ 25% of the tender amount, payable only via certified cheque made

Bid Deposit required	payable to the Corporation of the County of Middlesex. In the event that a tender is not selected and/or this RFT is cancelled and/or there is no successful proponent to this RFT and/or a contract cannot be agreed to between a logging firm and/or County Staff or Municipal County Council does not approve a contract between a logging firm and the County, the certified cheque provided will be returned by the County.
Potential* Work Commencement Date:	October 18, 2021, or such other date as may be agreed to by the County in its sole discretion
Potential* Work Completion Date:	October 18, 2022, or such other date as may be agreed to by the County in its sole discretion
Questions:	Mark Brown RPF, Woodlands Conservation Officer at (519) 434-7321, ext. 2253 or <a href="mailto:mbrown@middlesex.ca">mbrown@middlesex.ca</a>
Site Inspection:	An in-person site visit of the woodlots will not be held due to COVID 19 restrictions however you may visit independently. If doing so, please make Woodlands Conservation Officer aware of your intended visit date and time.

\*Any and all potential work by any logging firm is conditional on first, there being a successful proponent to this RFT, which is not guaranteed, and second, the successful proponent, if any, reaching an agreement with the County, which is approved by Municipal County Council (potentially at its meeting dated (October 12 2021), the approval of which cannot be pre-judged or guaranteed.

## 2.0 Tender Details

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### 2.1 Introduction

The County is seeking tenders from qualified logging firms, which may potentially lead to an agreement with the County to undertake the harvesting of Marked Timber from the Purdy & Patterson Tracts of the County-owned woodlands in the event the County declares a successful proponent pursuant to this RFT which is approved by Municipal County Council (which cannot be prejudged or guaranteed, see s. 3.1 of this RFT).

## **2.2 Background**

The County Forest was first established in 1945. The forest consists of 27 tracts of land with a total area of approximately 1040 hectares. The County Forest has been managed for a variety of environmental, social, and economic values including site protection, biodiversity, wildlife habitat, recreation, and timber production. In 2002, the County developed a 20-year Woodlands Management Plan for the forest – titled ‘County of Middlesex Woodlands Management Plan 2002-2021’. The Woodlands Management Plans are implemented through a series of Five Year Operational Plans. The current ‘Middlesex County Forest Operational Plan 2017-2022’ recommends that certain woodland tracts be subject to silvicultural management over the next five years.

## **2.3 Logging access**

It is the responsibility of the contractor to ensure that existing access to public roads, skid trails and log-processing landings are adequate for the completion of all works. Any upgrades the contractor deems necessary including permitting requirements, provision and decommissioning of any temporary crossings of municipal drains, watercourse, wetland or roadside or municipal drain crossings will be the sole responsibility of the contractor.

## **2.4 Prescription**

The Purdy & Patterson Tracts have been marked by the County Woodlands Conservation officer to Good Forestry Practices. Trees marked for removal as potential saw log material are marked by an orange or pink dot at eye level on both sides of the tree. All marked trees are to be cut down and all merchantable material removed. Tops must be cut into short lengths and left on-site as coarse woody debris. Attached (3.15) maps which show the property boundaries, the skid trails, and landing sites.

## 2.4 Details of the Marking

The following Pine Timber is offered for sale:

PURDY TRACT			
Species	# of Trees	Average Diameter (cm)	Estimate Volume (M3)
Eastern White Pine	564	28 cm	360 M3
<b>Total</b>	<b>564</b>		<b>360 M3</b>
PATTERSON TRACT			
Species	# of Trees	Average Diameter (cm)	Estimate Volume (M3)
Eastern White Pine (Compartment A)	112	39.5 cm	135 M3
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Eastern White Pine (Compartment D)	122	41 cm	154 M3
<b>Total</b>	<b>363</b>		<b>370 M3</b>

## 3.0 Critical Information for Bidders

In this RFT and any future related documents, the words “tender” and “bid” shall be used interchangeably.

### 3.1 Nature and Interpretation of this RFT

This RFT may provide a successful proponent, in the event one is declared by the County, with an opportunity to discuss a potential agreement with the County for the sale of marked timber within the Purdy & Patterson Tracts. This RFT DOES NOT provide any proponent with a guarantee of a subsequent agreement with the County. Should the County not receive any tender satisfactory to the County in its sole and absolute discretion, the County reserves the right to cancel this RFT, re-tender the sale of timber project, or negotiate a contract for the whole or any part of the sale of timber project with any one or more persons whatsoever, including one or more of the proponents.

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This RFT does not commit the County to declaring any proponent to be a successful proponent pursuant to this RFT at all and the County reserves the right to accept or reject any or all tenders to this RFT if it is determined by the County in its sole discretion that it is in its best interest to do so. Even in the event only one tender is received, the County reserves the right to reject it. Without limiting the foregoing, the County reserves the right to cancel this RFT without determining a successful proponent if doing so is determined by the County in its sole discretion to be in its best interest.

In the event that any proposals are rejected by the County or this RFT is cancelled without a declaration of a successful proponent, the signing tenderer below hereby agrees that the County shall in no manner be responsible for the payment of any costs incurred in the preparation of his/her/its proposal and that the signing tenderer below does hereby release the County, its employees, officers, councillors or agents from any claims, actions, losses, expenses, costs or damages of every kind and nature whatsoever which in any manner arise out of or are in any way related the submission of a tender for the sale of marked timber within the Purdy & Patterson tracts.

In addition to and without limiting the foregoing, this RFT does not commit the County to awarding any subsequent agreement to any potentially successful proponent. In the event there is a successful proponent declared by the County pursuant to this RFT, the successful proponent shall have achieved, by virtue of being declared a successful proponent, the opportunity to discuss a potential agreement for the sale of marked timber within the Purdy & Patterson tracts with County Staff, which is also subject to approval or Municipal County Council. There is no guarantee that any successful proponent and County Staff will agree to a contract subsequent to this RFT. Whether or not a contract subsequent to this RFT may or may not be endorsed is entirely conditional on Municipal County Council's approval of a contract (potentially at its meeting scheduled for October 12, 2021 and approval by Municipal County Council cannot be pre-judged or guaranteed.

In the event that an agreement cannot be reached between any successful proponent and County Staff or in the event Municipal County Council does not approve an approval recommendation made by County Staff to Municipal County Council for any reason whatsoever, the signing tenderer below does hereby agree that the County shall in no manner be responsible for the payment of any costs incurred as a result of the preparation of his/her/its proposal; negotiating/discussing any potential contract with County Staff; attendance at any meetings/appearances made by with any person with Staff or at Municipal County Council; or as a result of the failure of the successful proponent and the County to reach an agreement.

### **3.2 Mandatory Requirements of this RFT**

Proponents are required to provide a clear response for the harvesting of the Marked Timber (Ash salvage Harvest), as specified within this RFT. In addition and without limiting the requirements noted throughout this RFT, the County highlights that every Proposal must be submitted in accordance with section 3.3 below. The County reserves the right to accept or reject any or all proposals received. Without limiting the foregoing, the County reserves the right to reject any Tender which in the sole view of the County, does not meet the requirements of this RFT, is incomplete, obscure, irregular, has erasures or corrections in its documentation,

contains exceptions and variations which omits one or more prices, fails to provide a clear response to the harvesting of the Marked Timber or contains prices which are unbalanced.

In addition to and without limiting the foregoing, the County reserves the right, in its sole and absolute discretion, not to accept a response from any person or corporation which has a relationship with any non-arm's length Corporation who, or which currently has a claim or instituted a legal proceeding against the County, or against whom the County has a claim or instituted a legal proceeding with respect to any previous contracts, bid submissions or business transactions inclusive of those listed as either the proposed tenderer or subcontractor or vendor within the submitted responses.

While it remains the prerogative of the County in its absolute and sole discretion to exclude any Proposal from further evaluation or consideration for the reasons specified above, the County of Middlesex nonetheless reserves the right at its absolute and sole election to determine that a Proposal substantively complies with the requirements of this RFT. In such a case, substantive compliance would mean that the degree to which the Proposal is apparently non-compliant with the RFT is considered by the County to be minor and not material to the overall procurement of this RFT.

### **3.3 Submission of Bids**

#### *Delivery of Tenders to County Receptionist*

Tenders shall be enclosed and sealed in an envelope; addressed and marked as follows:

Addressed: County Receptionist  
County of Middlesex  
399 Ridout Street North  
London, ON N6A 2P1

Marked: TENDER W2021B for Marked Timber  
To be opened only by Mark Brown RPF, Woodlands Conservation Officer

And, shall be delivered to the County Receptionist via the mail drop box at the County Building, 399 Ridout Street North, London, ON N6A 2P1. It is noted that as a result of the COVID-19 pandemic the County Administration Office is closed to the public. Mail can be received at any time through the County mail slot, but please note, in person dropping off of materials can only occur Monday to Friday between the hours of 08:30 – 12:30. If dropping in person, please call the number on the outer door 519-434-7321 and advise the receptionist.

- Faxed copies of tenders will NOT be accepted.
- Tenders dropped off to persons other than the Receptionist will NOT be accepted.
- Tenders received by the County Receptionist after the closing time will NOT be accepted.
- The onus is on the bidder to ensure that their bid is delivered to and received by the County Receptionist before the closing time.

### **Performance Security/Bid Deposit:**

Every tender shall be accompanied by a certified cheque made payable to the Corporation of the County of Middlesex in the amount of 25% of the price of the total tender ("Performance Security/Bid Deposit"). Reproductions and copies will not be accepted. The signing tenderer hereby acknowledges and agrees that the performance security shall serve as evidence of the financial reliability of the bidder only and shall not serve as evidence that any successful proponent will be selected pursuant to this RFT or that any agreement subsequent to this RFT is guaranteed. **In the event that any tender envelope opened does not contain the Performance Security/Bid Deposit, the bid shall be considered non-compliant and shall be rejected.**

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### **Opening and Review of Tenders**

As a result of the COVID-19 pandemic the County Administration Office is closed to the public. Tenders will be opened on September 27, 2021 at 1:00 pm at 399 Ridout Street North, London, ON, N6A 2P1 (the County Building) in the presence of three people, two of which will be Department Heads.

When tenders are opened, the name of each respective bidder shall be read aloud. Each bid will then proceed to be reviewed for compliance with the requirements of this RFT. At this stage, the Tenders are not yet accepted as being complete and in compliance with this Tender. Following the review of each Tender for compliance, it shall be announced and recorded as to whether or not each of the tenders is or is not compliant. Those who submitted non-compliant bids will be informed that their bids are non-compliant. Recommendations with respect to the bids shall be made in report from County staff that is provided to Municipal County Council (potentially for its October 12, 2021 meeting).

NO PHONE CALLS FOR BID RESULTS WILL BE ENTERTAINED.

### **3.4 Tender Coordinator**

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The Tender Coordinator shall be Mark Brown RPF, Woodlands Conservation Officer, Planning Department.

For the purposes of this RFT, the Tender Coordinator or his official designate shall perform the following functions: answering queries of prospective bidders, opening tenders, recording and checking of bids, consideration of compliance of bids, reviewing tenders and preparing a report and recommendations to Municipal County Council.

In the event there is a successful proponent to this RFT, the signing tenderer below is declared a successful proponent and the signing tenderer below is able to reach an agreement with the County which is approved by Municipal County Council, the signing tenderer below does hereby agree that he/she/it is agreeable to the inclusion of the following provisions in any potential subsequent agreement:

- 1) The Tender Coordinator or his/her official designate shall review/monitor all work required and shall have authority to stop any work contemplated whenever such stoppage, in his/her sole opinion, may be necessary to ensure the proper execution of the potential agreement and while coordinating any work described in the potential contract;
- 2) The Tender Coordinator or his/her official designate will have the authority to reject all work which does not conform to specifications set out in the potential contract or which are in the sole opinion of the Tender Coordinator (or his/her official designate) is substandard, flawed or is in any other way deemed unsuitable for the County's purposes, and
- 3) The Tender Coordinator or his/her official designate shall have the authority to decide all questions which arise in the execution of all work contemplated in the potential agreement.

### **3.5 Evaluation Methodology of this RFT**

Proposals shall be evaluated based on best overall value to the County. The highest bid may not necessarily constitute the bid which provides the County with best overall value. The evaluation of best overall value shall include evaluation of:

- a) the quality of services and personnel proposed by the tenderer;
- b) the ability of the tenderer to ensure continuous availability of qualified and experienced personnel, the work schedule and plan contained in the tenderer's proposal;
- c) the proposed labour and equipment and supervisory staff proposed to be used by the tenderer;
- d) price;

- e) total financial value of the proposal to the County (including the value of reduced risk to health forest and continued harvesting ability);
- f) qualifications and experience of the tenderer and its personnel, including reputation of bidder (as determined through references provided, including consideration of prior performance on other contracts with the County, if any) and consideration of the claims history of tenderer. It is each bidder's responsibility to provide references that are relevant to the current project in scope and value.

### **3.6 Potential Date of Work Commencement**

In the event the Tenderer is declared a successful proponent and is able to reach a contract which is approved by Municipal County Council, the logging firm may be able to begin work on October 18, 2021 or such other date which may be agreed to by the County in the sole discretion.

### **3.7 Potential Date of Completion**

In the event a tenderer is declared a successful proponent and is able to reach an agreement which is approved by Municipal County Council, the logging firm would be required to complete the work by October 18, 2022 or such other date which may be agreed to by the County in its sole discretion, taking account of reasonable delays caused due to weather.

### **3.8 Experience and Ability of Bidders**

The tenderer shall furnish, in the space provided in the Tender Response Form (Contractual Acknowledgement), details of his/her/its previous related experience and references. The Tenderer shall give in the Tender Response Form the name and address of each proposed sub-contractor used in making up his/her/its tender stating the portion of work allocated to each. Only one sub-contractor shall be named for each part of the work to be sublet.

In the event work is ultimately accepted by the County, the signing tenderer below does hereby agree that there will be a provision included in any potential agreement providing that the logging firm shall not be allowed to substitute other sub-contractors in place of those named without written approval from the County.

### **3.9 Occupational Health and Safety and Workplace Safety & Insurance Board Requirements**

In the event the tenderer is declared a successful proponent and is able to reach a contract which is approved by Municipal County Council, all work to be performed by any logging firm on County property will be required by any potential contract reached to be carried out in a manner that is in conformity with the *Occupational Health and Safety Act* and other legislation or requirements.

The signing tenderer below hereby agrees to submit with its Tender in the same sealed envelope before the closing of this RFT, a satisfactory clearance certificate from the Workplace Safety Insurance Board stating that all assessments or compensation payable to the Workplace Safety Insurance Board have been paid. The signing tenderer below also agrees that in the event the Tenderer is declared a successful proponent and is able to reach a contract which is approved by Municipal County Council, to furnish a satisfactory certificate from the Workplace Safety Insurance Board at any time during the completion of any work contemplated by the potential contract, if requested by the County.

Further, the signing tenderer below also agrees that in the event the tenderer is declared a successful proponent and is able to reach a contract which is approved by Municipal County Council, any potential contract will include the following provisions requiring that the logging firm to:

- 1) only use employees and/or subcontractors who:
  - a. are qualified in cutter-skidder operator competency-based training standards;
  - b. are aware of all hazardous substances that may be in use at the place of work; and have current WHMIS certification and are aware of hazardous or controlled products that may be used during the completion of this contract;
  - c. who are required at all times when performing the Services to wear all appropriate personal protective equipment;
- 2) maintain and enforce a consistently high level of health and safety management systems;
- 3) carry out its work and ensure that its subcontractors carry out all work in a manner that is in conformity with OHSA;
- 4) ensure that all of its employees, subcontractors and subcontractors' employees are instructed as to their requirements under OHSA; and
- 5) at any time at the request of the County, submit proof of fulfilment of all the above.

### **3.10 Liability Insurance**

In the event the tenderer is declared a successful proponent and is able to reach an agreement which is approved by Municipal County Council, the Tenderer shall be required prior to the signing of any potential agreement to obtain, pay for and maintain:

- 1) a Commercial General Liability Insurance policy on an occurrence basis for an amount not less than Five Million dollars (\$5,000,000.00) which includes the County as additional insured with respect to the Logging Firm's operations, acts and omissions relating to its obligations pursuant to this Agreement, such policy to include non-owned licensed automobile liability, personal injury, property damage, contractual liability, owners' and proponents' protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses. Such insurance coverage shall not be subject to a deductible limit in excess of two thousand dollars (\$2,000.00); and

- 2) Automobile Liability coverage for all owned licenced motor vehicles subject to a limit not less than Five Million dollars (\$5,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof. The policy providing the above coverage shall include the County as additional insured and shall not be subject to a deductible in excess of two thousand dollars (\$2,000.00).

The insurance provided for above will need to preclude subrogation claims by the insurer against anyone insured thereunder.

### **3.11 Special Conditions**

The signing tenderer is agreeable to the inclusion of the following types of provisions in any potential agreement which may follow this RFT.

The logging firm will:

1. be required complete the Services by October 18, 2022 subject only to extensions in time which may or may not be provided by the County in its sole discretion in consideration of delays due to weather;
2. agree with the Tender/Project Coordinator on a method of felling, forwarding and skidding;
3. allow its equipment to be inspected and approved by the County;
4. perform the Services to the degree of care, skill and diligence of a professional logger/tree harvester and carry out operations in a workmanlike manner;
5. ensure that on hand there is one shovel and one axe for every two persons employed, as a precaution in the event of fire; To have one (1) fully charged and serviced fire extinguisher on each piece of mechanized equipment unless otherwise specified by the County.
6. not cut any tree that is not a marked sawlog and fuelwood tree or is not a dead hazard tree;
7. be aware of and cause all of its employees, agents and/or subcontractors to be aware of all property boundaries; and not to fell any tree or any part thereof onto bordering property not owned by the County. All marked trees that are within felling distance of property not owned by the County must be felled back on to County property or left uncut;
8. keep the gates, if any, closed and locked and prevent entry by unauthorized persons;
9. confirm that all marked trees are able to be felled onto County property;
10. fell all trees onto County property and to not fell any tree or any part thereof onto property other than County Property;

11. conduct careful logging practices which minimize damage to the residual stand and developing regeneration of trees;
12. fell lodged trees prior to non-lodged trees;
13. ensure that no marked trees felled remain lodged;
14. cut all marked trees and slash all tree tops down to at least 1.7 metres above ground and no pieces are to be left in lengths longer than 5m;
15. cut all marked trees so that the remaining stumps retain at least a portion of the butt mark and do not exceed 30 cm. in height;
16. use all skid trails and landing sites and keep same clear of logging debris;
17. keep all roads, trails and water courses free of logging debris, garbage and litter;
18. maintain all trails in a manner acceptable to the Tender Coordinator and his/her official designate;
19. keep damage to residual trees to acceptable levels as outlined in MNR's Silviculture Guide;
20. ensure roads are passable;
21. report to the Tender Coordinator of his/her official designate the portion of the Services completed to date at any time requested by the Tender Coordinator or his/her official designate;
22. ensure that smoking occurs only in designated areas and where fire hazard conditions would not make timber harvesting dangerous;
23. in the event of fire, immediately notify the closest fire department (911) and take all reasonable steps to control and extinguish the fire without placing its employees and/or subcontractors in undue danger;
24. cease operations if weather conditions are likely to lead to excess damage and/or rutting is excessive;
25. cease operations immediately and for the period specified by the Project Manager and his/her designate in the event the County for any reason notifies the Logging Firm to suspend its operations;
26. cease all operations on October 18, 2022, unless the work period for the Project is extended in writing by the County;
27. be fully responsible for 100% of the work undertaken by any of its sub-contractors;

28. agree that property in all timber felled shall vest with the logging firm, not the County, will be at risk of the logging firm, and that the Contractor will be responsible for all infractions covered by the potential contract;
29. release, indemnify and save harmless the County from any liabilities it may potentially bear as a result of any act or omission of the logging firm, his/her/its agents or subcontractors in relation to conducting logging services;
30. agree to immediately suspend operations if informed by the County of the need for suspension;
31. agree that if it does not perform the Services to specification, it will pay to the County the following amounts, which will not be considered to be a penalty:
  - a) the sum of \$500.00 for each unmarked tree which is cut down, destroyed or unnecessarily damaged by the Logging Firm, its employees or its subcontractors;
  - b) the additional sum of \$20.00 for each piece of merchantable timber taken from an unmarked tree;
  - c) the sum of \$50.00 for each lodged tree remaining on the Lands;
  - d) the sum of \$10.00 for each high stump remaining on the Lands; and
  - e) the sum of \$20.00 for each tree not felled which was marked for cutting.
32. agree to reimburse the County for any extra trees that may be marked if the marking of such trees is agreed to in writing by the County (based upon a price per cubic metre) with payment to be received by the County within two (2) months of invoice date;
33. agree that at the end of any work period, all uncut timber and cut and/or piled wood will revert back to the County, may be resold by the County and that no refunds will be owed to the logging firm;
34. agree that any potential agreement may only be assigned to a third party at the discretion of and with the written permission of the County;
35. agree that the County may order work to cease if any conditions of the potential contract are violated, that the potential contract may be terminated as a result, and the Contractor may be ineligible for another agreement for a stated period of time;
36. agree that no cutting shall take place between April 1<sup>st</sup> and August 1<sup>st</sup>, 2022 (no cutting window) unless authorized by the County in writing;
37. agree that the costs incurred as a result of accessing & removing timber will be the sole responsibility of the logging firm; and
38. agree that he/she/it will be required to guarantee compliance with all Federal, Provincial and Municipal Laws, statutes, regulations and by-laws, relevant to the cutting and sale of timber;

39. agree that no skidding will occur through Areas of High Conservation Value (AHCV) as identified by the County, generally these include areas of Button Bush swamp and skid trails have been laid out to avoid having to access them.

In addition, the signing tenderer does hereby acknowledge and agree that any potential contract subsequent to this RFT may include all of the conditions specified throughout this RFT, including all of the Special Conditions above, but that any potential subsequent agreement is not limited to the provisions specified in this RFT, including the Special Conditions. The signing tenderer below further acknowledges and agrees that the final terms of any potential contract with any potential proponent, the event a successful proponent is declared by the County, will only become legally binding upon the endorsement of any potential agreement.

### **3.12 Questions:**

All questions and inquiries shall be directed to Mark Brown RPF, Woodlands Conservation Officer/Tender Co-coordinator at (519) 434-7321, ext. 2253 or [mbrown@middlesex.ca](mailto:mbrown@middlesex.ca)

### **3.13 Site Visit:**

An optional site visit of the woodlots will not be held due to Provincial COVID 19 restrictions.

### **3.14 Tender Closing Date**

Sealed Tenders enclosed in an envelope addressed and marked as follows:

Addressed: County Receptionist  
County of Middlesex  
399 Ridout Street North  
London, ON, N6A 2P1

Marked: TENDER W2021B for Marked Timber  
To be opened only by Mark Brown RPF, Woodlands Conservation Officer

Shall be received until:

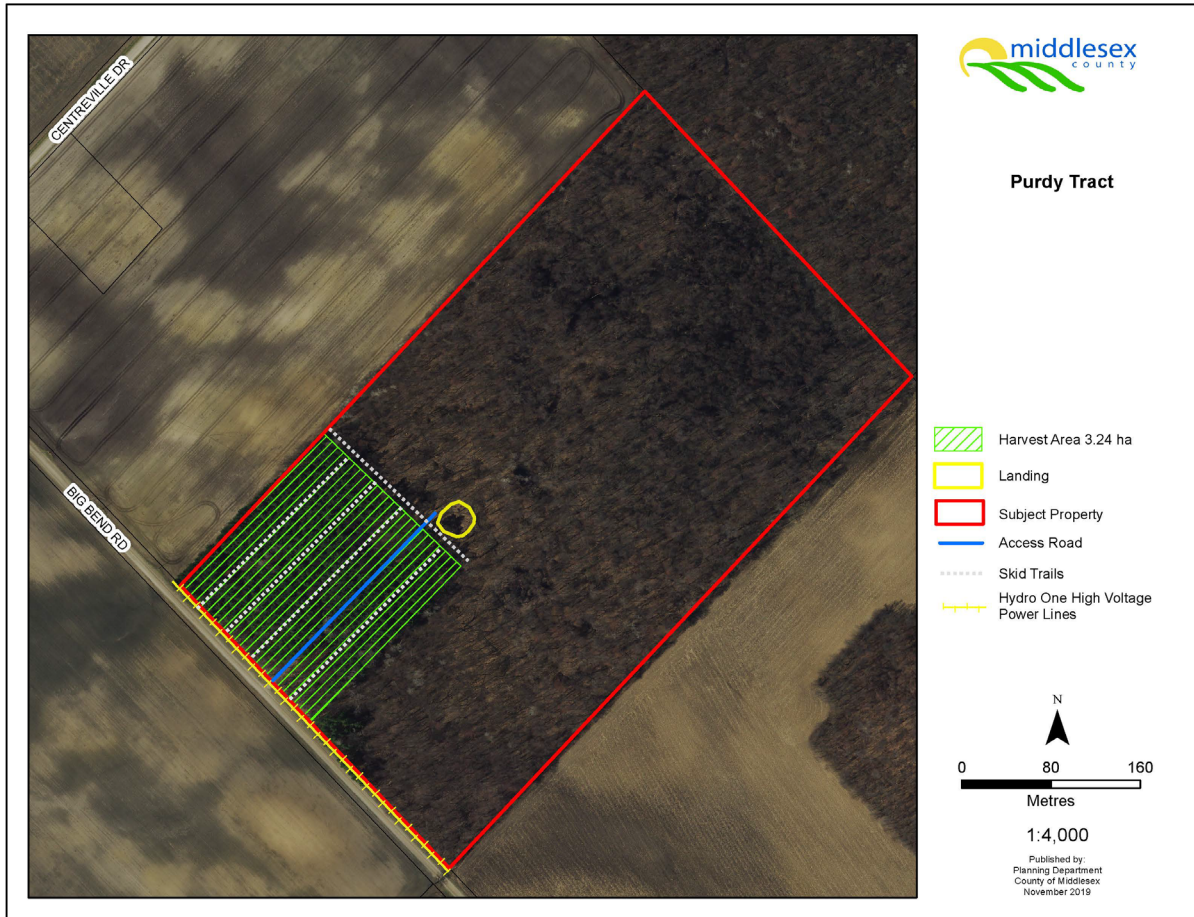
12:00 pm (noon) local time on September 27, 2021, only

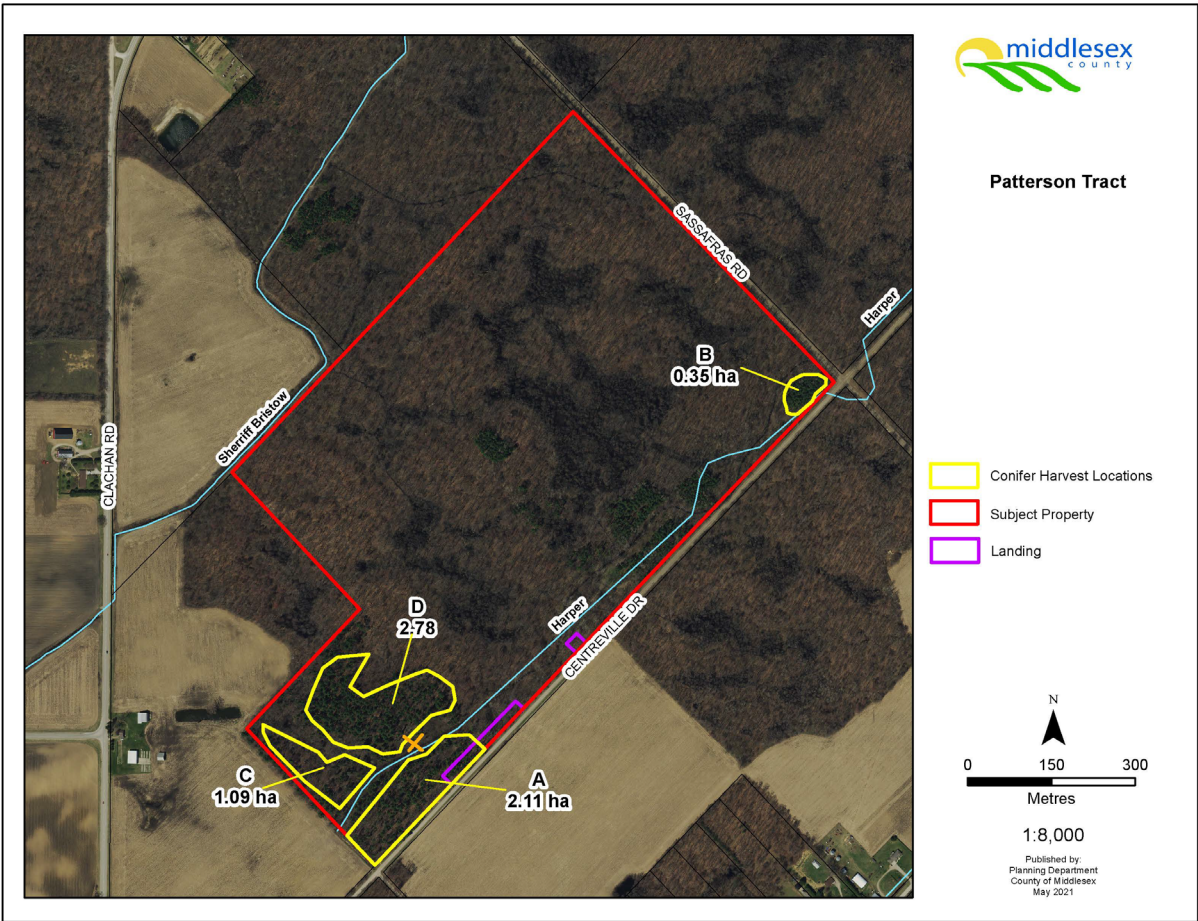
And, shall be delivered to the County Receptionist via the mail drop box at the County Building, 399 Ridout Street North, London, ON N6A 2P1.

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If dropping in person, please call the number on the outer door 519-434-7321 and advise the receptionist.

### 3.15 Map







## **TENDER RESPONSE FORM (Acknowledgement)**

### **Tender for Marked Timber**

Timber Harvest – Purdy & Patterson Tracts – 2021  
(Tender W2021B)

#### **TO THE WARDEN AND MEMBERS OF MIDDLESEX COUNTY COUNCIL:**

I/We have read and hereby agree to accept all of the terms and conditions noted above in this RFT, including without limitation, the releases of liability included in section 3.1.

Having acknowledged all of the above terms of this RFT, I/We

\_\_\_\_\_, having examined the site of the works, Tender Details and Critical Information for Bidders, hereby offer to purchase the Marked Timber within the Purdy & Patterson Tracts of the Middlesex County Forest.

I/We agree that in the event that a successful proponent is declared by the County, I/We are a successful proponent, I/We are able to reach a subsequent agreement with the County for the sale of Marked Timber within the Purdy & Patterson Tracts which is approved by Municipal County Council, all work will be carried out in a manner that is in conformity with the *Occupational Health and Safety Act* and any other legislation or regulations. In addition, I/We will ensure that all of our employees, sub-contractors and sub-contractors' employees are instructed as to their requirements under the aforementioned legislation.

Enclosed is a performance security/bid deposit in the form of a certified cheque in the amount of \$\_\_\_\_\_ (the "Deposit"), being 25% of the total submitted tender price. It is understood that in the event this RFT is cancelled, no successful proponent is declared by the County, I/We are not a successful proponent, or I/We become a successful proponent but am unable for any reason to reach an agreement with respect to the sale of Timber within the Purdy & Patterson Tracts or for any reason with the County, the Deposit shall be returned by the County.

It is further agreed that in the event that a successful proponent is declared by the County, I/We are a successful proponent and I/We are able to reach an agreement with the County for the sale of marked within the Purdy & Patterson Tracts which is endorsed by Municipal County Council, I/We agree that I/We shall be able to complete the work required by October 18, 2022 (noting the County may extend time due to reasonable weather delays in its sole discretion).

The Tender is for the following Marked Timber.

PURDY TRACT			
Species	# of Trees	Average Diameter (cm)	Estimate Volume (M3)
Eastern White Pine	564	28 cm	360 M3
<b>Total</b>	<b>564</b>		<b>360 M3</b>
PATTERSON TRACT			
Species	# of Trees	Average Diameter (cm)	Estimate Volume (M3)
Eastern White Pine (Compartment A)	112	39.5 cm	135 M3
Eastern White Pine (Compartment B)	81	25 cm	32 M3
Eastern White Pine (Compartment C)	48	36 cm	49 M3
Eastern White Pine (Compartment D)	122	41 cm	154 M3
<b>Total</b>	<b>363</b>		<b>370 M3</b>

The reconciliation of actual Volume harvested from the County forest must be provided to the County within 30 days following completion of work to ensure participation in future sales.

<b>TOTAL SUBMITTED TENDER PRICE INCLUDING 25% DEPOSIT</b>	<b>\$</b>
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**LIST OF SUB-CONTRACTORS:**

The tenderer shall list hereunder the names and trades of all sub-contractors whom he/she/it proposes to use in the event the logging firm is declared a successful proponent and is able to reach a contract which is approved by Municipal County Council:

SUB CONTRACTOR	ADDRESS	TRADE

It is understood by the tenderer that the above list of sub-contractors is complete and that no additions to this list will be permitted after closing date of tenders.

**PREVIOUS EXPERIENCE/REFERENCES**

The following is a list of projects of a size and nature comparable with the potential contract for the sale of timber within the Purdy & Patterson Tracts which have been successfully completed by the majority of employees and equipment that will potentially be used on in the project in the event the logging firm is declared a successful proponent and is able to reach an agreement which is approved by County Council:

LOCATION	OWNER	AMOUNT	YEAR	REFERENCE NAME & CONTACT INFORMATION

**ATTACHED TO SUBMISSION IS**

- ☐ Certified Cheque in the amount of 25% of the tender price made payable to the Corporation of the County of Middlesex
- ☐ WSIB Certificate
- ☐ Proof of Insurance (\$5,000,000.00 minimum)

**DATED AT** \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Tenderer

\_\_\_\_\_  
Tenderer (Please print)

\_\_\_\_\_  
FULL ADDRESS

TEL.: \_\_\_\_\_

FAX: \_\_\_\_\_