

**WESTERN DISTRICT  
PROVINCIAL FORESTS HARVESTED FUEL WOOD TENDER 2020-21**

**Tender Closing Date: Dec. 10th, 2020**

The Department of Environment, Water and Climate Change; Forests, Fish and Wildlife Division invites tender submissions for fuel wood that has been harvested at various locations in the Provincial Forests in the Western Forestry District. Tenders will be accepted for the Harvested Fuel Wood on an individual numbered pile or lot basis only.

Detailed information and tender forms are available from the Western District Forestry Office or the Provincial Forest web site ([www.princeedwardisland.ca/foreststenders](http://www.princeedwardisland.ca/foreststenders)). Tenders will be received until **1:00 P.M., Dec. 10th, 2020**. All envelopes must be clearly marked "**Western District Harvested Fuel Wood Tender 2020-21**" and must be delivered to the Western District Forestry office.

Hon. **Natalie Jameson**, Minister  
Department of Environment, Water and Climate Change

Western District Office  
40 Hackmatack Road  
Wellington, P.E.I.  
COB 2E0  
Phone: (902) 854-7260

**HIGHEST OR ANY TENDER NOT NECESSARILY ACCEPTED**

DEPARTMENT OF ENVIRONMENT, WATER AND CLIMATE CHANGE

WESTERN DISTRICT  
HARVESTED FUEL WOOD TENDER 2020-21  
TENDER SPECIFICATIONS

1. All tenders must be in a written form, sealed and delivered to the Western District Forestry Office of the Department of Environment, Water and Climate Change and clearly marked on the outside "**Western District Harvested Fuel Wood Tender 2020-21**".
2. Tenders will be accepted until **1:00 P.M., Dec. 10, 2020.** Late tenders will not be accepted.
3. All proposals must be made on the official tender forms provided by the Department of Environment, Water and Climate Change.
4. All relevant sections of the tender form must be completed. Partially completed tenders will not be accepted.
5. All tender prices must be received on an individual numbered pile basis or lots (designated road section). Maps showing pile or lot numbers with locations are attached.
6. Tender bids which are below the "upset" price per cord listed below will not be accepted:  
2<sup>nd</sup> Grade Fuelwood (cut 8ft-**not extracted**) ---- \$20.00  
2<sup>nd</sup> Grade Fuelwood ---- \$40.00
7. The successful bidder will receive **five (5) days verbal notice** to decide on acceptance of the wood.
8. Payment, in the amount of one hundred (100) percent of the purchase price, **must be received within forty-eight (48) hours** of acceptance of the sale of available wood. Removal of wood previous to full payment is not permitted.
9. All wood must be removed from the site by March 31<sup>st</sup>, 2021. Wood is to be extracted when access road conditions allow the removal without road damage.
10. **Any wood stolen or taken after acceptance of the sale is the sole responsibility of the bidder.** The Department of Environment, Water and Climate Change shall not be liable for any repayment of the purchase price for any reason whatsoever.
11. The Department of Environment, Water and Climate Change shall not be liable for any acts or omissions committed by the successful bidders, including an injury or damage caused by or incurred to any person by the negligence of successful bidders or their servants or agents.
12. Successful bidders may be held responsible for the repair of damage caused to Provincial Forest roads during the removal of wood from the sites.

13. All bid deposits must be in the form of a certified cheque\* or money order to the “Minister of Finance” representing 10% of the total tender value.
14. Deposits for successful tenders will not be returned if the party making the tender fails to sign a contract for each successful bid on piles or lots of harvested wood. Deposits for unsuccessful tenders shall be returned.

**\* NOTE:** Certified service cheques are not acceptable.

**Sample Contract**

DEPARTMENT OF ENVIRONMENT, WATER AND CLIMATE CHANGE  
PROVINCIAL FOREST HARVESTED FUEL WOOD PERMIT

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_, 2020.

BETWEEN: The Government of PRINCE EDWARD ISLAND, as represented by the Department of Environment, Water and Climate Change (hereinafter referred to as the "Province").

AND: \_\_\_\_\_ of \_\_\_\_\_ in the County of \_\_\_\_\_, Province of Prince Edward Island, (hereinafter referred to as the "Contractor").

In consideration of the mutual covenants and conditions hereinafter set out, the PROVINCE and the CONTRACTOR agree as follows:

1. The PROVINCE agrees to sell and the CONTRACTOR agrees to purchase all the pre-cut timber, hereinafter referred to as the "Wood", that is lying upon lands owned by the PROVINCE in designated piles, the identity and location of the lands and piles being set out in Schedule "B" hereto and forming part of this AGREEMENT.
2. The Contractor agrees to pay the PROVINCE the sum of \_\_\_\_\_, (\$ \_\_\_\_\_) (H.S.T. included) of lawful money of Canada, the "Purchase Price" for the Wood referred to in paragraph one hereof and more particularly described in Schedule "B" hereto.
3. The CONTRACTOR agrees to remove all of the Wood from the designated piles and from the lands of the PROVINCE referred to in paragraph one and two hereof and more particularly described in Schedule "A" on or before the **31<sup>st</sup> day of March, 2021.**
4. The CONTRACTOR agrees to waive and renounce all claim to the above described wood unless it is removed on or before the date designated in paragraph three hereof.
5. Notwithstanding paragraph three hereof, and prior to removing any of the Wood in accordance with the said paragraph three, the CONTRACTOR agrees to pay the full Purchase Price to the Provincial Treasurer of Prince Edward Island.
6. The CONTRACTOR agrees to suspend all work further to this AGREEMENT upon receiving written notice to that effect from the Province. In the event that work has been suspended the completion date referred to in paragraph three hereof shall be extended for a period equal to the length of suspension.
7. The CONTRACTOR agrees to remove the Wood in a manner that will cause the least amount of damage to the lands and roads owned by the PROVINCE.
8. The CONTRACTOR agrees that upon payment of the Purchase Price in accordance with paragraph two hereof, that the Wood becomes its sole responsibility and that the PROVINCE will in no way become responsible to the CONTRACTOR for any loss or damage to the Wood prior to its removal in accordance with paragraph three.

9. Any information provided on this contract may be subject to release under the Freedom of Information and Protection of Privacy Act. You will be consulted prior to release of any information.
10. Contractors whose work for government involves the collection or use of personal information are subject to the Freedom of Information and Protection of Privacy Act. Personal information may not be released to any third party or unauthorized individual.
11. The CONTRACTOR shall indemnify and hold harmless the Government, its agents, representatives and employees from and against all claims, demands, losses, damages, actions, suits or proceedings of every nature and kind whatsoever arising out of or resulting from the purchase and removal of harvested wood (hereinafter called the Claims), provided that any such claim is caused in whole or in part by any act, error or omission, including , but not limited to, those of negligence, of the CONTRACTOR or anyone directly or indirectly employed by the CONTRACTOR or anyone for whom the CONTRACTOR may be liable.
12. The CONTRACTOR hereby releases and forever discharges the PROVINCE, its agents, servants, and employees of and from all claims, demands, damages, actions or causes of action arising or to arise by reason of the performance or non- performance of the terms of this AGREEMENT by the PROVINCE, its agents, servants, or employees, and of and from all claims or demands whatsoever in law or in equity which the CONTRACTOR, his heirs, executors, administrators or assigns can, shall or may have because of such performance or non- performance.

IN WITNESS WHEREOF the PROVINCE and the CONTRACTOR have hereunto set their hands and seals on the day and year first above written.

SIGNED, SEALED, AND  
DELIVERED, on behalf of the  
Province in the presence of:

	)	
	)	
	)	
_____	_____	WITNESS
THE PROVINCE		

SIGNED, SEALED, AND  
DELIVERED, on behalf of the  
Contractor in the presence of

	)	
	)	
	)	
_____	_____	WITNESS
CONTRACTOR		

I \_\_\_\_\_ of \_\_\_\_\_

LOCATION	Property#	TENDER PRICE
<u>Brockton</u>	<u>16162</u>	\$_____.____
<u>Wellington Centre</u>	<u>66001</u>	\$_____.____

10% BID DEPOSIT      \$\_\_\_\_\_.

NAME: \_\_\_\_\_ PHONE #: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ POSTAL CODE: \_\_\_\_\_

**HIGHEST OR ANY TENDER NOT NECESSARILY ACCEPTED**

**SCHEDULE "A"**

**2020-21 HARVESTED FUEL WOOD TENDER  
PROVINCIAL FOREST  
WESTERN DISTRICT SUMMARY**

<b>MAP NUMBER</b>	<b>LOCATION</b>	<b>PROPERTY NUMBER</b>	<b>ID NUMBER</b>	<b>UPSET PRICE (\$)</b>	<b>GRADE</b>
1	Brockton	16162	<b><u>(*not extracted)</u></b>	\$ 460	2nd
2	Wellington Centre	66001	Pile#1	\$ 210	2nd
			<b>Totals</b>	<b>\$ 670</b>	

Forests, Fish & Wildlife Division

REPORT OF TENDER OPENING

Project: HARVESTED FUELWOOD TENDER

Date: Dec. 10, 2019 Time: 1:00 pm

Place of Opening: \_\_\_\_\_

Opened by: \_\_\_\_\_ Signature: \_\_\_\_\_

\_\_\_\_\_ Signature: \_\_\_\_\_

Witness: \_\_\_\_\_

Others Present: \_\_\_\_\_

\_\_\_\_\_

RECORD OF BIDS PRESENTED

<u>Location</u>	<u>Property#</u>	<u>Bidder</u>	<u>Tendered Amount</u>	<u>Recommendation</u>
-----------------	------------------	---------------	------------------------	-----------------------

Hon. **Natalie Jameson**, Minister  
Department of Environment, Water and Climate Change

Western District Office  
40 Hackmatack Road  
Wellington, P.E.I.  
C0B 2E0  
Phone: (902) 854-7260



## **Appendix B. Harvested Fuelwood Maps and Location Maps**