

Request for Applicants to Participate in the Establishment of a Panel for the Provision of Land Sourcing and Establishment Services from 2023 - 2033

Name of Contracting Authority		Coillte CGA
Title of Competition		Request for Applicants to Participate in the establishment of a Panel for the Provision of Land Sourcing and Establishment Services
Scope of Procurement		Land Sourcing and Establishment Services
Procurement Procedure		Establishment of a Panel
Stage in Procurement Procedure		This is Stage 1 whereby any interested party may submit an application and be admitted to the panel for consideration at Stage 2.
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Contact for Queries		forestprocurement@coillte.ie
Closing Date Receipt of Applications		15:00 hours on 21/11/2022

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1. Disclaimer

This document issued herewith (“the Document”) is for information only and does not constitute, and shall not be interpreted as, an offer for sale, prospectus, or the basis of a contract. Economic Operators (“Candidates”) are recommended to read the documents thoroughly. While all reasonable steps have been taken to ensure that the information set out in the Document is accurate and up to date, no representation or warranty, express or implied, is or will be made or given in relation to the accuracy or the completeness of any information contained in the Document or otherwise provided by or on behalf of the Coillte Cuideachta Ghníomhaíochta Ainmnithe (“Coillte”) the (“Contracting Authority”), in writing or otherwise, to any interested party or its advisers. No responsibility or liability for any loss or damage arising because of reliance on these documents, or for the information contained in these documents or for any omission is or will be accepted by the Contracting Authority or by any of its officers, employees, agents or professional advisers. No officer, employee, agent, or professional adviser of the company has any authority to give or make any representation or warranty, express or implied, in relation to such information. The Contracting Authority’s officers, employees, agents and professional advisers expressly disclaim any and all liability arising out of such documentation or information and any errors or omissions in or from the documents and information. The Contracting Authority reserves the right to discontinue the procurement process at any time.

2. About the Contracting Authority

Coillte Cuideachta Ghníomhaíochta Ainmnithe (“Coillte”) was established under the Forestry Act 1988. It is a private limited company, and the company shares are held on behalf of the Irish State by the Ministers for Public Expenditure and Reform and Agriculture, Food and the Marine. Coillte Business Divisions:

- **Forest:** manages all aspects of the Group's forestry business including the establishment, management and protection of forests, providing a range of wood fibre products along with public goods such as nature conservation, landscape management and recreation.
- **Land Solutions:** seeks to create value from the Group’s land and renewable energy assets
- **Medit SmartPly:** manufactures and supplies innovative and sustainable MDF and OSB to our customers throughout Europe from two manufacturing plants in the south-east of Ireland.

3. Introduction

Coillte (the “Contracting Authority”) is issuing this qualification questionnaire to qualify and become a panel member.

The Contracting Authority invites requests to participate (“Applications”) from economic operators (“Candidates”) for appointment to a Panel for the provision of services described in Section 4 to this Qualification Questionnaire (“the Services”).

The FMC (Forest Management Company) is an entity providing the services of registered foresters authorised to make Afforestation applications, eligible to receive mandated grants and who provide professional forest management services to landowners.

This public procurement competition (the “Competition”) will be conducted in accordance with the European Union (Award of Public Authority Contracts) Regulations 2016 (Statutory Instrument 284 of 2016) (the “Regulations”).

4. Scope of the Services/ requirements

Coillte GCA proposes to establish a panel of qualified Forest Management Companies (FMC) for the provision of Land Sourcing and Establishment Services.

Coillte CGA (the “Contracting Authority”) is issuing this request to participate (“RTP”)

New entrants can be admitted to the Panel at any time during the term of the Panel, as stated in 4.1 below. Coillte reserves the right to request qualified suppliers to re-submit their request to participate (“RTP”) at any time and to exclude suppliers from the Panel in the event that they fail to meet the qualification requirement of the Panel.

The Contracting Authority invites requests to participate (“Applications”) from economic operators (“Applicants”) for appointment to the panel for the provision of the services described in 5.2 and 5.3 below.

Formal agreements to provide such services are finalised at a specific site level following Technical Approval under the Afforestation application scheme process detailed in Section 6 (Payment Schedule).

Duration of the Panel

The panel will be established for (5) five years. With an option to extend for an additional 5 (five) years. Maximum validity term of 10 years. The panel will be continually open for access. Should the panel cease to operate, all members will be notified via Coillte’s Supplier Management System (SMS) Proactis. This will not affect the delivery of any contracts awarded under the panel.

4.1 Stage 1 in the Procedure

This is the first stage of the procedure whereby all interested parties may submit a response, but only those meeting the selection criteria (qualification and experience) will be deemed eligible for inclusion on the panel.

4.2 Awarding of Contracts – Stage 2

Contracts awarded under the panel will be referred to as Stage 2 of the process. There will be no formal competitive process for the awarding of contracts. All contracts are awarded on the basis of the processes outlined in Section 9. Contractual agreements are based on the grant application process and each application is dealt with on a case-by-case basis.

4.3 Duration of Contracts

Any Land Sourcing and Establishment Contracts that are awarded under this Panel will be offered for planting and (minimum) 4 years Free Growing.

5 Specification of the Requirements

5.1 Background

Coillte's forestry strategic vision aims to deliver multiple benefits from its forests and bring more focus to climate action, setting ambitious new targets on biodiversity and recreation, while continuing to deliver for the forest and wood products industry. The new approach aims to sustainably balance and deliver the multiple benefits from Ireland's state forests across four strategic pillars: climate, wood, nature, and people. In doing this, it aims to establish and grow 100,000 hectares of new forests by 2050 and to produce 25 million m³ of certified Irish timber, helping Ireland achieve its housing ambition of 300,000 new homes by 2030.

Coillte has developed a number of major new initiatives with strategic partners which will create a significant programme of afforestation and will help to support Ireland's Climate Action Plan. Coillte will use its expertise to manage these forests as part of its overall forest estate, ensuring they are managed sustainably and are certified and harvested responsibly maintaining open access to the public to enjoy these new forests.

Coillte is now seeking to work with other forest management companies to assist it to source and acquire new land to support these initiatives, to carry out afforestation activities including the preparation and submission of grant applications.

The Service provider, (Forest Management Company) FMC shall provide a total all-inclusive service for land sourcing and establishment services for Coillte.

Land Sourcing and Establishment Services can be defined as:

5.2 Land Sourcing

- The Contractor (FMC) will identify potential afforestation opportunities and present them to Coillte Property Sales & Acquisition Team (PSAT).
- Coillte will carry out the necessary procedures to determine if this land is suitable to meet Coillte's objectives.
- If the land is suitable the FMC will proceed for an afforestation application (applications may already exist on certain proposed land).

- Coillte (PSAT) will endeavour to purchase the lands.
- The Contractor (FMC) is responsible for progressing the Afforestation application with the FOREST SERVICE (FS) through the relevant stages (Technical Approval, Financial Approval, Form 2 and Form 3). This includes the sourcing of any supplementary assessments (e.g., Ecological or Archaeological, where required).
- If the land acquisition is successful, the Contractor will progress to carrying out the Establishment Services on behalf of Coillte.

5.3 Establishment Services

- Establishment Services will be managed and carried out by the Contractor (FMC)
- Coillte Forest Staff will assess the Contractors work from initiation to completion of work. This will include creating work packages, activity packs, periodic site inspection and sign off for payment.
- Establishment Services will consist of Activities to cover 1 (one) year planting season and 4 (four) years maintenance services (longer maintenance term if necessary to mature to free growing).

Establishment Services include:

1. Initial Establishment (works to enable Form 2 to be submitted)
2. Maintenance (First 4 years until 'free growth' enabling Form 3 to be submitted)
3. Other Works (any additional works which must be agreed in advance as works not covered by the standard Forest Service afforestation grant scheme)

6 Payment Schedule

Land sourcing and Establishment projects shall be carried out under 2 scenarios.

6.1 Grant-Aided projects

- In the event the site is grant aided the applicable Forest Service grant(s) will be mandated directly to the FMC by the landowner.
- **Establishment/1st Instalment Grant**
On completion on the initial establishment works Coillte Establishment Foresters will assess the site and determine if site works are of the required standard to submit a Form 2 and will instruct the FMC to proceed with Form 2 application.
The FMC shall submit a fully completed Form 2 including the provision of all required documents completed to the relevant standard to the Forest Service. Following Forest Service approval, the first Instalment of the Grant will be paid and mandated directly to the FMC.
- **Maintenance/2nd Instalment Grant**

On completion on the required maintenance works Coillte Establishment Foresters will assess the site and determine if the site has reached ‘free growing’* standard to submit a Form 3 and will instruct the FMC to proceed with Form 3 application. The FMC shall submit a fully completed Form 3 including the provision of all required documents completed to the relevant standard to the Forest Service. Following Forest Service approval, the 2nd Instalment of the Grant will be paid and mandated directly to the FMC.

*‘Free growing standard’

“A forest crop with minimum stocking rate at 90% of the original stocking rate, in a healthy state of growth in relation to size, form, vigour and colour; with all trees clearly visible, of uniform height and free from current competing vegetation”.

- **Additional Works**

In limited circumstances additional costs not covered as standard by the available grant structures may be required. This must be notified in advance by the FMC to the landowner prior to acquisition of the land. Prior agreement must be reached on such costs before they will be paid. In the event of payments being due, Coillte will make these payments to the FMC on behalf of the landowner.

6.2 Non-Grant Aided projects

- In the event the site is non-grant aided, payment will be made at the same Forest Service grant rates as if the site were grant aided. Payment will be made to the FMC by Coillte at the applicable grant rate(s).
- **Establishment/1st Instalment Payment**
On completion on the initial establishment works Coillte Establishment Foresters will assess the site and determine if site works are of the required standard to submit a Form 2 and will instruct the FMC to proceed with Form 2 application. The FMC shall submit a fully completed Form 2 including the provision of all required documents completed to the relevant standard to the Forest Service. If the required works meet the agreed standards, Coillte will initiate the payment of the First Instalment (75%).
Please note the site may be subject to Forest Service inspection, any remedial works would have to be completed by the FMC.
- **Maintenance/2nd Instalment Payment**
On completion on the required maintenance works Coillte Establishment Foresters will assess the site and determine if the site has reached ‘free growing’* standard. If the required works meet the agreed standards, Coillte will initiate the payment of the 2nd Instalment (25%).

Please note the site may be subject to Forest Service inspection, any remedial works would have to be completed by the FMC.

*'Free growing standard'

"A forest crop with minimum stocking rate at 90% of the original stocking rate, in a healthy state of growth in relation to size, form, vigour and colour; with all trees clearly visible, of uniform height and free from current competing vegetation".

It is expected payment will be processed on the next payment run (processed monthly) after satisfactory site inspection confirming site is free growing.

Other considerations

- In the event the crop has not reached free growing standard at the end of year 4, it will be continued to a maximum of six years. Where a crop is still not Free Growing by the end of year six Coillte may terminate the agreement and withhold the 2nd instalment maintenance payment to the contractor. Sites not free growing by year 6 will be assessed on a case-by-case basis. Factors out of the control of the FMC will be considered before any decision on termination of agreement is concluded.
- Contractor is in charge for monitoring of sites over the contract period, this includes timely and accurate information provided to the Coillte Forester on the condition of each site (e.g., through taking stocking plots), reporting on threats to plant health (e.g., vegetation, trespass, pests) and communicated early to the Coillte Forester and Monthly return of required administration items (e.g., Chemical Usage Forms, HIRA's). Contractor must also adhere to Section 11.3 Site Monitoring.
- A plant stocking form and map showing location of plots taken must be submitted 1 month in advance of Form 3 submission to allow the Coillte Forester check the areas prior to Coillte assessment.
- In both cases (Grant aided or Non-Grant Aided) Once payment for Stage 2 has been made the Contractor (FMC) will have no responsibility for the site and the contract arrangement with the Contractor (FMC) will cease.
- Payment will be made to the contractor (FMC) on a set price per Hectare (Ha) for Land Sourcing and Establishment Services combined. Over the duration of the panel all Establishment Activity rates will be in line with the applicable Forest Service Afforestation Grant rates at that time of Form 2 submission.
- Coillte operates in accordance with the European Communities (Late Payment in Commercial Transactions) Regulations 2012. The method of payment used by the Contracting Authority is Electronic Funds Transfer.

7 Training Compliance

All training certificates for proposed operators will be required prior to activity commencement stage. Only operators who meet the minimum requirements will be permitted to operate the contract for service.

Coillte implemented a Training Records Management System (TRMS) Web Portal in 2017/2018. Contractors are required to keep the TRMS Web Portal up to date with training certificates for operators and sub-contractors by uploading documentation and updating certificate expiries as required. You will be required at the next stage (Stage 2) to confirm that you will keep the TRMS updated with required training certificates.

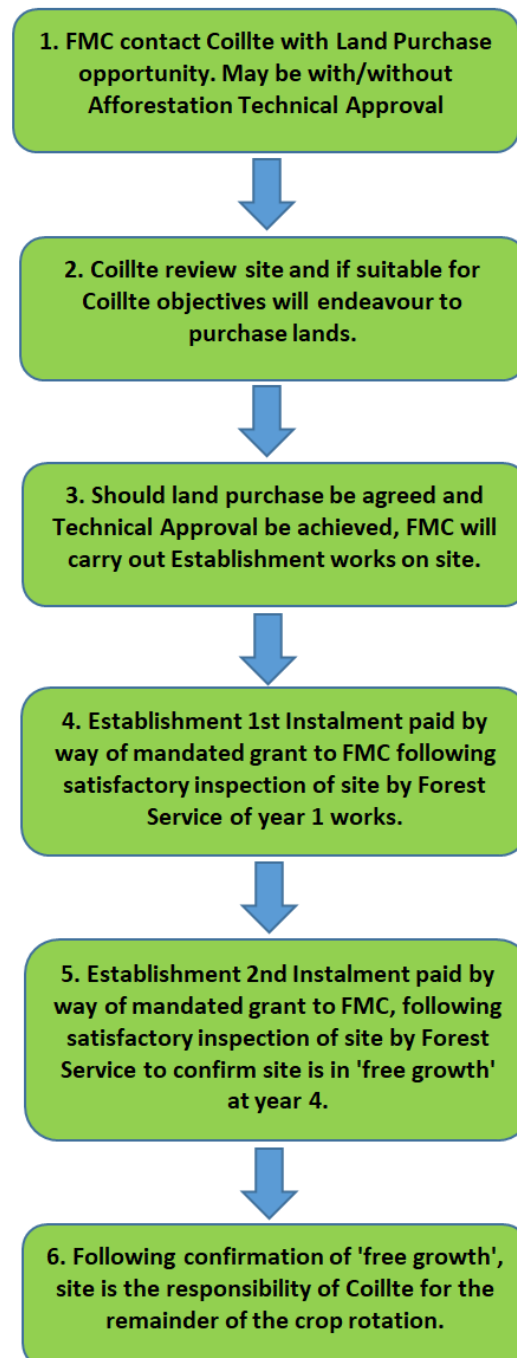
7.1 Training requirements

Minimum Training Compliance Requirements Matrix for Crop Establishment

- All contractors must be registered on TRMS (Training Records Management System)
- All up to date training certificates for operators are required to be uploaded to the TRMS prior to contract and operation commencement
- Training standards for each Establishment Operation can be found in TRMS in Coillte Standards folder – <https://coilltetrms.uniuslearning.com/user/login>
- Only operators who meet the minimum requirements will be permitted on Coillte sites.

8 How it works

Once Applicants have been successfully admitted to the panel the process can begin where successful applicants (FMC) can contact Coillte with Land Purchase opportunity, as outlined below.



9 Instructions to Applicants

9.1 Queries

An Application means the submission by an Applicant of a completed Qualification Questionnaire and associated appendices.

Every effort has been made to ensure that this Document contains all the necessary information for the completion of applications. The Contracting Authority does not warrant or represent that this Document, or any other information given to Applicants, is accurate or complete. No liability is accepted for any error or omission (negligent or otherwise) in this document, or any other information given to Applicants.

To register your interest and access the documentation for this RTP please log on to Coillte's Supplier Management System (SMS) Proactis by going to (<http://www.coillte.ie/>) go to Suppliers - click on SMS or use the link below:

<https://supplierlive.proactisp2p.com/Account/Login>

The Contracting Authority shall give all Applicants, throughout the entire period of validity of the term, the possibility of requesting to participate in the system.

The number of Applicants to be admitted to a RTP shall not be limited. Requests for additional information and clarifications on any matters must be made via the Dialogue tab within the Supplier Management System (SMS) Proactis. All clarifications/additional information will be issued via SMS/Proactis and will be made available to all potential Applicants who have noted their interest on SMS/Proactis.

All queries should be submitted in accordance with that time and date as indicated on the title page to enable clarifications to be issued to all interested Applicants in sufficient time prior to the deadline date for the receipt of applications.

9.2 Completing the Response Document /Questionnaire (Appendix 1)

When completing the Qualification Questionnaire, applicants should note the following conditions:

All questions must be completed in full and without reference to other documents or other parts of the Qualification Questionnaire.

All questions should be answered with relevance to the subject matter of this competition. For the avoidance of doubt, it is emphasised that the information requested in the Qualification Questionnaire is aimed solely at determining the suitability and choice of Applicants for entry to panel. In order to ensure that entry to the panel is fair and consistent to all Applicants, you are instructed to respond to the technical questions by giving details of your skill and experience, accurately, honestly, and succinctly.

Where a 'Rule' is associated with a particular criterion, Applicants must satisfy the requirements of the rule in order to remain eligible for consideration in the competition.

Applicants are permitted to add lines to the pro-forma tables and boxes set out within the Qualification Questionnaire if required.

All financial information should be denominated in euro (€), except where financial information is being provided in a certified or audited supporting document such as a set of financial statements in which case it is sufficient for the information to remain in its original currency.

Failure to provide a sufficient level of detail or to explain adequately any relevant matters may result in such data or information not being considered during the qualification process.

Applicants are reminded that they may rely on the resources of other entities in order to establish the suitability requirements on condition that they can prove to the satisfaction of the Contracting Authority that they will have these resources at their disposal when necessary.

Applicants for qualification may include individuals, partnerships, limited companies, groupings, or any combination of the foregoing with or without legal personality. However, a grouping if successful may be required to establish legal personality in order to enter into a contract.

The Contracting Authority reserves the right, subject to procurement regulations and directives, to request clarification of any matter set out in your responses to the Qualification Questionnaire or to request additional information from a Service Provider after the date for submission of completed Qualification Questionnaires has expired.

This document is not a contract, or part of a contract, or an offer to make a contract. The procuring entity has no obligation to enter into a contract with any Applicant.

The Contracting Authority is not responsible for and will not pay for any expense or cost incurred or loss suffered by an Applicant in the preparation or submission of its Application or otherwise. Further, the Contracting Authority is not responsible for any travel or accommodation costs incurred by the Applicant unless previously agreed in writing by the Contracting Authority. Each Applicant is fully responsible for the entirety of all expenses and/or costs it incurs in the presentation or submission of an application or in participating in this process and competition.

9.3 Submission of Applications

Applicants are required to **submit their electronic application by 15.00 hours (Irish time) on Monday 21st November 2022.**

The Contracting Authority is using its Supplier Management System (SMS)/Proactis facility and applications must be submitted electronically via this facility only.

The Contracting Authority is not responsible for corruption in electronic documents. Applicants must ensure electronic documents are not corrupt.

Applicants must ensure that they give themselves sufficient time to submit all required documentation before the closing date/time. Applicants should take into account the fact that upload speeds vary.

It is the responsibility of the Applicant to ensure that their application is completed by the designated deadline. **Applications that are submitted late or via other means WILL NOT be considered for entry in this competition at this time**, however, please note as outlined in 4.1 above this panel is continually open and applicants (if unsuccessful) can re-apply, but only those meeting the selection criteria (qualification and experience) will be deemed eligible for inclusion on the panel.

9.4 Qualification of Applications

Applications will be qualified in accordance with the selection criteria and rules as specified in the Qualification Questionnaire.

9.5 Clarification of Applications

While not being obliged to seek clarifications from Applicants, the Contracting Authority reserves the right, at its absolute discretion, to ask Applicants for clarification or elaboration of their Applications to assist in its qualification of Applications.

However, it is emphasised that the Contracting Authority will not be obliged to seek clarification where any of the essential pass requirements set out in the Response document have not been met. Therefore, Applicants should pay particular attention to ensure that their Applications contain all the required information.

9.6 Identification of a Panel

Responses will be evaluated in line with the qualification criteria and rules outlined in the selection criteria. Responses will be assessed, and **all** qualifying Applicants will be invited to Stage 2, subject to them meeting the minimum requirements.

9.7 Interference

Any effort by the Applicant to unduly influence the Contracting Authority, relevant agency personnel or any other relevant persons or bodies in the process of examination, clarification, qualification and comparison of Applications and in decisions concerning the award of the contract shall have their Application rejected.

In accordance with Section 38 of the Ethics in Public Office Act 1995 any money, gift or other consideration from a person holding or seeking to obtain a contract will be deemed to have been paid or given corruptly unless the contrary is proven.

9.8 Inducement to Purchase

The Contracting Authority shall be entitled to disqualify an Applicant in one of the following circumstances:

- (a) if the Applicant has offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do, or for having done or

forborne to do, any action in relation to the obtaining or execution of this contract award procedure or showing or forbearing to show favour or disfavour to any person in relation to this contract award procedure or any other contract award procedure with the Contracting Authority, or

- (b) if like acts have been done by any other person employed by the Applicant or acting on its behalf (whether with or without the knowledge of the Applicant).

9.9 Conflict of Interest

Any conflict of interest involving an applicant (or applicants in the event of a consortium bid) must be fully disclosed to the Contracting Authority. Any registrable interest involving the applicant and the Contracting Authority or employees of the Contracting Authority, or their relatives must be fully disclosed in the submission or should be communicated to the Contracting Authority immediately upon such information becoming known to the applicant, in the event of this information only coming to their notice after the submission of a bid and prior to admittance to the panel. The terms 'registrable interest' and 'relative' shall be interpreted as per Section 2 of the Ethics in Public Office Act, 1995. Failure to disclose a conflict of interest may disqualify an applicant or invalidate an award of contract, depending on when the conflict of interest comes to light.

9.10 Freedom of Information

Applicants should be aware that, under the Freedom of Information Act 2014, information provided by them at any stage during this Competition may be liable to be disclosed. Applicants are asked to consider if any of the information supplied by them in response to this request should not be disclosed because of its sensitivity. If this is the case, applicants should specify the information that is sensitive and the reasons for its sensitivity. The Contracting Authority cannot guarantee that any information provided by applicants, either in response to this request or while any contract awarded as a result thereof, will not be released pursuant to the Contracting Authority's obligations under law, including the Freedom of Information Act 2014, EU, and Irish Government Procurement Procedures or in response to questions, debates, or other parliamentary procedures in or of the Oireachtas (the Irish Parliament). The Contracting Authority accepts no liability whatsoever in respect of any information provided which is subsequently released or in respect of any consequential damage suffered as a result of such disclosure.

9.11 Tax Compliance

It will be a condition of award of contract that the successful panel member shall, for the term of such contract(s), comply with all EU and domestic tax laws. Applicants are referred to www.revenue.ie for further information. Prior to the award of any contract arising out of this competition, the successful applicant may be required to supply its Tax Clearance Access Number and Tax Reference Number, if not already available, to facilitate online verification of their tax status by the Contracting Authority. By supplying these numbers, the successful Panel member, acknowledges and agrees that the Contracting Authority has the permission of the successful panel member to verify its tax cleared position online.

9.12 Irish Legislation and Law

Applicants should be aware that national legislation applies in other matters such as Employment, Working Hours, Official Secrets, Data Protection and Health and Safety. Applicants must have regard to statutory terms relating to minimum pay and to legally binding industrial or sectoral agreements in delivering contracts awarded to the Contracting Authority.

The contract(s) awarded on foot of this process will be governed by Irish law.

9.13 Change in the Composition of an Applicant

The Contracting Authority reserves the right, but is not obliged, to disqualify any applicant that makes any change to its composition after submission of a Qualification Questionnaire. However, applicants are entitled to reapply on basis of a new membership structure in the case of consortiums or groupings. It should be noted that lead applicant cannot submit under more than one application.

9.14 Notification of the Qualification

All applicants will be informed of the outcome of their applications following evaluation and any necessary clarifications. Potential outcomes can be:

- (a) Letter of Intent of admittance to panel
- (b) Letter of Regret

Note: Unsuccessful applicants may re-apply for admission to the Panel, at any point throughout the entire Term (as defined in paragraph 4.1 above).

9.15 Policy on Personal Debriefings

Based on the provision of the information to unsuccessful applicants as outlined above and due to resourcing constraints, the Contracting Authority will not be offering individual debriefing meetings to unsuccessful applicants.

10 Land Sourcing and Establishment Services

10.1 Details of Specifications and Requirements

Land Sourcing and Establishment projects have three distinct phases which are detailed beneath. See **Appendix 2** for comprehensive Technical Specifications and Operational Standards and material requirements.

- i. Land Sourcing and Acquisition Phase
- ii. Establishment/1st Instalment Phase
- iii. The Maintenance Phase

10.2 Land Sourcing and Acquisition Phase

- **Land Sourcing** - The Contractor (FMC) will identify potential suitable afforestation opportunities and present them to Coillte Property Sales & Acquisition Team (PSAT).
- **Land Assessment** - Coillte will carry out the necessary procedures to determine if this land is suitable to meet Coillte's objectives.
- **Afforestation Application** - The Contractor (FMC) is responsible for progressing the Afforestation application with the FOREST SERVICE (FS) through the relevant stages (Technical Approval, Financial Approval, Form 2 and Form 3). This includes the sourcing of any supplementary assessments (e.g., Ecological or Archaeological, where required).
- **Land Acquisition** - Coillte (PSAT) will endeavour to purchase the lands.

10.3 Establishment/1st Instalment Phase

- **Site Induction** - All relevant info (maps, approval details, relevant correspondence, site operative details etc) to be provided to Coillte in advance of proposed commencement to enable site induction and generation of activity pack.
- **Ground Preparation** – this is expected to commence in agreement with Coillte following site induction and acceptance of activity pack. Where sites require Inverted Mound Only, Mound Only, Scrap Mound Only, the contractor is expected to complete and record daily Mound Density checks along with any other relevant Field Sheets (Appendix 2).
- **Planting** - The plant specification, along with species map will be provided based on Forest service application approval. Provenance certs for plants must be supplied per site. It is a requirement on all sites that the contractor completes daily Plant Density checks on provided Field Sheets. (Appendix 2)
All planting operations must occur during the period November to May unless otherwise agreed with the Coillte Forester.
- **Fencing** – Fencing activities will be as set out in Forest service approval. Additional fencing will be agreed before operations commence. Ongoing monitoring of fencing and maintenance must be carried out by the contractor. Fencing should comply with Forest Services standard (e.g., IS436 or Non-IS436).
- **Fertilising** - The contractor will notify Coillte if fertilisation is planned for the site. On completion of operation contractor will record details of the fertilisation on a Chemical Usage form supplied by Coillte.
- **Waste Disposal** - It is the responsibility of all contractors to remove all waste (for example chemical containers, plastic planting bags, used fertiliser bags, pallets etc.). Waste should be

disposed of in a responsible manner and evidence of this should be available if requested by the Coillte Forester.

Establishment Services to include all aspects of work required to deliver a crop to the standard outlined below, including:

- All manual, mechanical and maintenance operations.
- The supply of all materials including plants, fencing, fertilisers, herbicides and pesticide for weevil control (if required)
- The responsible disposal of all waste materials following operations (for example, planting bags, chemical containers, pallets from fertiliser, fertiliser bags etc.). Where requested the contractor is required to supply evidence of disposal.
- Management of all on-site and associated establishment operations to ensure the site meets FS criteria to qualify for 1st Instalment establishment payment and 2nd instalment maintenance payment, the standards required will be the same for all sites whether they be grant aided or non-grant aided.
- Monitoring the crop throughout the contract period and the provision of all requested quality assurance records.
- Plants to be used can include bare root, containerised and pre-treated (where applicable) plants.

Please Note:

- ✓ Contractor is fully responsible for bringing the crop to free growing standard.
- ✓ Prior to the commencement of operations on site the contractor will meet with the relevant Coillte Forester to get the site pack and finalise the production schedule.
- ✓ This pack will contain all the relevant maps, site plans, plant specifications, recording/monitoring forms, H&S and Environmental information, Site specific weevil management & herbicide usage plan, Record of Chemical and Fertiliser Usage Form
- ✓ Payment will be on the form 2 approved area. This verified area will form the basis of all future maintenance payments.

10.4 The Maintenance Phase

- **Vegetation Management** – The contractor is responsible for vegetation management during this contract, (in keeping with the Coillte Chemical Reduction Policy) to ensure suppression of competing vegetation. On completion of chemical cleaning the contractor will return the completed Chemical Usage Form. Data can be provided electronically via FDC (Field Data Capture) application. Invasive non-native species (for example, but not exclusively Laurel, Rhododendron and Japanese Knotweed) must also be controlled in the early stages and their location reported to Coillte Forester.

- **Filling-In** – The contractor must monitor the stocking levels throughout the contract period to ensure that free growing status is achieved. In the event of a reduction in stocking levels the contractor must, unless otherwise directed by the Coillte Forester, fill-in the site with the same species, provenance, plant specification and to the original specified stocking per hectare. The cost of labour and material is the responsibility of the contractor. Filling in should be carried out during the planting season.
- **Fertilising (subsequent applications where applicable)** - The contractor will notify Coillte if fertilisation is planned for the site. On completion of operation contractor will record details of the fertilisation on a Chemical Usage form supplied by Coillte.
- **Animal Trespass (domestic, feral & wild)** - The contractor is responsible for monitoring the site for trespass/damage to maintain crop stocking levels throughout the contract. In the event of persistent trespass, the contractor shall contact the Coillte Forester to agree remedial actions.
- **Pest control (where required)** – The contractor will monitor the site for pest populations/damage throughout the period of the contract. On completion of pest control the contractor will return the completed Chemical Usage Form (where applicable). Data can be provided electronically via FDC application.
- **Formative Shaping (where required)** - Crops that require shaping will be carried out by the contractor as agreed in advance with the Coillte Forester. This may also include leader correction on conifers.
- **Natural Regeneration** - of Conifers and Broadleaves is managed as part of the ongoing maintenance of the site. Excessive or very extreme levels of, for example Birch Encroachment, Sitka Spruce, will be dealt with in agreement with the Coillte Forester.

10.5 Definition of free-growing standard

A forest crop with minimum stocking rate at 90% of the original stocking rate at year end, in a healthy state of growth in relation to size, form, vigour and colour; under no current threat from Pine Weevil attack, with all trees clearly visible, of uniform height and free from current competing vegetation

10.6 Force Majeure

The following events will be subject to Force Majeure, if the contractor notifies the Coillte Forester of their occurrence immediately; Frost, Fire and Drought. Each event will be investigated by Coillte Foresters on a Case-by-Case basis. It will be the responsibility of contractor to seek compensation for any remedial works required for crop to reach free growing standard. In cases where Forest Service reconstitution grant aid is available contractor should notify Coillte and the relevant grant should be availed of.

11 Contract Performance

Review of contract service delivery will be required during the duration of any contract awarded as a result of this procurement competition. This will facilitate measurement of the service being

delivered against certain service delivery criteria including but not limited to, contract for service fulfilment and compliance with scheduling, best practice standards and published management notices.

Contract performance will be managed through a formal process which includes the following elements:

- Contract Management
- Review of Contract
- Establishment Site Monitoring Process
- Breach Register
- Replacement personnel

11.1 Contract Management

Coillte requires Contractors to nominate a dedicated contract manager and site manager who will act as the main point of contact for the duration of the contract. This person shall have the authority to deal with all matters in relation to the contract and be responsible for the satisfactory delivery of the services required. The duties of the contract manager will include the following:

- Overall responsibility for a good working relationship with Coillte;
- Meet as and when required to review the relationship and examine performance;
- Deal with disputes, complaints or concerns that cannot be adequately resolved;
- Regularly give and receive both formal and informal feedback on the relationship, workloads, processes, areas and suggestions for improvement and cost savings;
- Proactively discuss with Coillte ways of improving efficiency regarding service delivery in general.

11.2 Review of Contract

Review of contract service delivery will be required at various stages of the duration of any contract awarded. Contractor is expected to provide weekly Quality monitoring reports of ongoing activities on active sites, to Coillte Forester as well as reporting material usage records.

- **Year 1** A forest crop with 100% stocking at the earliest 31st October, or otherwise at year end, in a healthy state of growth in relation to size, form, vigour and colour, with all trees clearly visible, of uniform height and free from current competing vegetation.
- **Year 4** A forest crop with minimum stocking rate at **90%** of the original stocking rate contracted (e.g., Sitka Spruce 2,500 stems per hectare) in a healthy state of growth in relation to size, form, vigour and colour, of uniform height and free from current competing vegetation. The Coillte Forester is to be supplied with plant stocking field sheets and map of where plots were taken 1 month in advance of Maintenance (2nd instalment) payment, to allow the Coillte Forester check the areas prior to payment/ Form 3 submission.

11.3 Establishment Site Monitoring Process

The Establishment Site Monitoring Form will be completed for set down and maintenance activities. FMCs shall provide evidence of regular site monitoring (at least one form per week for sites where activities are ongoing). FMCs shall complete this monitoring using Coillte's in house Site Monitoring form which can be submitted by a mobile device.

Coillte reserve the right to enter all sites and assess the quality of FMC works in line with the contract. This could be in the form of site monitoring by Coillte staff, Quality Assessment audits periodically.

Serious or re-occurring issues of works not meeting the required standard will be escalated to the Breach Register and may result in the contractor being removed from the land sourcing and establishment panel.

11.4 Breach Register

Most service delivery issues detected during operations are dealt with through the use of the Site Monitoring Form as outlined above. These issues are brought to the attention of the Operator, or Supplier as appropriate. However, serious non-compliance issues will be escalated and recorded on the Coillte Breach Register. In the cases where remedial action is to be completed by the FMC a close-out period must be agreed and documented between Coillte and the FMC.

The Breach Register will be used in the following circumstances:

- **Reoccurring Issue:** on occasion the same issue will reoccur several times during Site Monitoring, without the Operator or Supplier adequately trying to address it. In these circumstances it is appropriate to record this on the Breach Register, with appropriate sanctions if necessary.
- **Serious Issue:** on occasion a serious issue will be detected during Site Monitoring, that is more appropriate to be recorded in the Breach Register rather than simply on the Site Monitoring Form. A serious issue could be described as a significant safety, environmental or operational breach, that could have resulted in a Minor or Major Corrective Action (CAR) in an internal or external audit.
- **Audit Issue:** Any internal or external audit (Quality Assurance, Certification Audit) resulting in a Minor or Major CAR will be recorded in the Breach Register.
- **Contractual Issue:** If a Supplier does not fulfil their contractual obligations in terms of defective work or withdrawal from the contract, this will be recorded in the Breach Register after consultation with the Procurement Team.
- **Inappropriate Behaviour:** If a Supplier or Operator behaviour is deemed to be unprofessional towards Coillte staff or Coillte stakeholders; this can include staff harassment, aggressive behaviour, etc. this will be recorded in the Breach Register after consultation with the Procurement Team.

Breach Register Sanctions: The following are typical sanctions that can be applied to an issue recorded as a Breach:

Verbal Warning – Given by the Coillte Forester/Operations Support

- **Written Warning** – Given by the Coillte Forester/Operations Support
- **Corrective Work** - If the issue has resulted in defective work which will impact on Coillte then the Supplier should carry out all corrective work to rectify the problem at no cost to Coillte.
- **Training and Awareness** - If the issue is related to a significant breach of safety, environmental or operational processes or policies, then it may be appropriate to insist on the Supplier and Operators to be re-trained in the relevant procedures
- **Site Suspension** - If there is an ongoing serious issue, then the operation will be stopped immediately until the matter is fully resolved
- **Supplier Suspension** - If there is a serious issue detected that is clearly the responsibility of the Supplier, then consideration will be given to suspending the Supplier or Operator from operating for Coillte for a period of time
- **Contract Termination** - In the event of serious reoccurring performance issues, Coillte reserves the right to remove the contractor from the Land sourcing and Establishment panel.

11.5 Replacement Personnel

Notification must be sent in writing via email as soon as possible to Coillte of any proposed change of nominated personnel working on the Contract. Coillte have the right to request a change of personnel if desired. Replacement personnel must be of equal or better standing than the personnel originally nominated in terms of qualifications and experience.

12 Site Signage Specification and Requirements

The Contractor is responsible for supplying, erecting and removal of all signage when operations are complete. Contractors must also ensure that signage is maintained on the sites during operations.

In the cases where overhead lines are impacting onsite operations, appropriate safety measures must be adhered to i.e., IFSG 804. Coillte will arrange for goalposts to be installed where required.

	Threshold sign: (201601) Operation: General - Erect this sign at entrance to properties which members of the public (MOP) use for recreational purposes on a regular basis. Sign must only be erected where access is allowed to part of the property during operations. - Threshold sign should be used on these sites for the following high impact operations: Harvesting, timber haulage, Road construction, road maintenance, road repairs, manual tree felling, ground cultivation Establishment operations - Sign must be maintained during use. Replace damaged signs. Remove once work has been completed.
	Diversion sign: (201602) Operation : General - Erect this sign where threshold sign is used at site entrance and an alternative route for MOP is required. - This sign can be erected in close proximity to Prohibition sign signalling alternative route. - Sign must be maintained during use. Replace damaged signs. Remove once work has been completed.
	Warning Forest Operations sign: (201603) Operations: General - Erect this sign to warn MOP that Forestry work is in progress. This sign should be erected at the entry points to the worksite to warn of the following operations: Harvesting, timber haulage Road construction, road maintenance ,road repairs, manual tree felling, ground cultivation, planting, fencing, spraying, filling in etc. - Sign must be maintained during use. Replace damaged signs. Remove once work has been completed
	Prohibition sign: (201604) Operation: General - Erect this sign on site at point where MOP are not allowed access due to high impact operations. - High impact operations include: Harvesting, timber haulage, Road construction, road maintenance, road repairs, manual tree felling, ground cultivation. - Sign must be maintained during use. Replace damaged signs. Remove once work has been completed.
	Overhead Powerlines Sign: (201605) Operation: General - Warning signs must be placed either side of goalposts. - Powerlines crossing the Forest road on the way in/out of the worksite must have warning signs erected either side of the line. - Signs must be maintained during use and damaged signs replaced. Sign must only be removed once all work (including timber removals) have been completed.
	Chemical Application sign: (201610) Operations: Establishment - Erect this sign where pesticide spraying (both weevil and vegetation) operations have taken place - The sign must be maintained and left in place until the active ingredient has broken down (typically 2 months) - Replace damaged signs. - The contractor is responsible for the timely removal of signage.

12.1 Promotional signage.

Any erection of advertising/branding signage must be at the landowner's written permission.

13 Technology Requirements

Electronic Data Capture

Coillte have introduced an electronic recording system for the collection of data from the field to the office, examples include Activity Monitoring, Chemical Usage Forms and HIRA. This innovation will benefit both Coillte and the contractor in terms of contract performance. Contractor is expected to have a smartphone or tablet technology to record details.

Appendix 1 Qualification Criteria

The qualification criteria for admittance to the Panel are outlined below. Admission is strictly conditional on a full response to the associated questions shown in the Response document. **Applicants will either PASS or FAIL each of the Selection Criteria in this part Appendix 1. An Applicant who fails any one of the following Selection Criteria will be eliminated from this Competition and shall not be admitted to the Panel at this time. Unsuccessful applicants may re-apply for admission to the Panel, at any point throughout the entire Term (as defined in paragraph 4.1 above).**

REF	CRITERIA	PASS REQUIREMENT	Minimum Score Required	Weighting
A1	Company Information	Candidates must complete this section.	Pass	Pass/Fail
A2	Turnover	Applicants must be capable of providing a statement of their turnover for their two previous years of Audited Accounts. Minimum Turnover requirement of €500k per annum.	Pass	Pass/Fail
A3	Insurance	Applicants must be willing to provide the minimum insurance cover as stated in the questionnaire.	Pass	Pass/Fail
A4	Tax Compliance	It will be a condition for award of contract that Applicants must comply with the Department of Finance circular 43/2006 tax clearance procedures for public sector contracts	Pass	Pass/Fail
A5	Declaration of Bona Fides	Applicants must complete this Declaration regarding mandatory and discretionary requirements of their bona fides. Coillte reserves the right to exclude a non-compliant Applicant.	Pass	Pass/Fail
A6	Conflicts of Interest	All potential conflicts of interest must be disclosed. Any declared conflicts of interest will be considered on a case-by-case basis. Any potential conflict of interest not declared may render an application invalid.	Pass	Pass/Fail
A7	Coillte Terms and Conditions	Applicants must accept Coillte's Terms and Conditions.	Pass	Pass/Fail

Technical Criteria				
A8	Previous Experience	Information must be provided as requested. Applicants must demonstrate their experience in Land Sourcing and Forest Management Services and Establishment Services. The purpose of this is to establish the extent to which may place due confidence in the applicant's delivery of similar services as specified.	Pass	Pass/Fail
A9	Health & Safety	Health and Safety: Applicants must be fully compliant with the Safety, Health and Welfare at Work Act 2005 and Safety, Health and Welfare at Work (General Applications) Regulations 2007 or equivalent. Environment: Applicants must not have been convicted under any aspect of Environmental /Waste Management Legislation within the last three years.	Pass	Pass/Fail
A10	Environmental Systems	Applicants must confirm compliance with all the relevant Environmental legislation. The Contracting Authority reserves the right to seek further information to verify compliance.	Pass	Pass/Fail

Qualification Questionnaire

Please see below a summary of the questions which you will find in the response document and link to the RTP Application Response Questionnaire on Coillte's Supplier Relationship Management System Portal (SMS) for completing the Application.

Link to Portal: <https://supplierlive.proactisp2p.com/Account/Login>

A1. Company Information
Full Company Name and Address Including Legal Status if any (Company (Ltd), Partnership, Sole Trader, etc.)
Name of Company Representative/Contact Person
Email Address
Telephone
Please provide a brief history of your organisation including year of establishment and description of business.
How many years has your company/organisation been operating in its current form?
Please provide a brief overview of the range of services provided by your company/organisation
Please identify the number of permanent staff directly employed now in Establishment services.
Please identify the number of temporary staff directly employed now in Establishment services.
Please choose from the dropdown box to confirm that you are aware of the employment protection and working conditions legally in force in Ireland and the EU

A2. Self-Declaration of Financial Information

A2. Turnover

PLEASE provide details of turnover related to Forestry activities for the previous 2 years. Minimum turnover of €500k is a requirement for a Pass of this criteria

Year 1

Year 2

A3. Insurance

Please confirm that you are willing to provide evidence to Coillte of the following insurance cover; The minimum cover on all such policies, for any one accident, shall be:

- Employers Liability of €13,000,000
- Public Liability of, €6,500,000
- Professional Indemnity of €6,500,000
- Third Party Property Damage, €1,300,000

All insurance must be confirmed in place by means of presentation of certificates prior to any contract award.

Failing to do so within the agreed time frame will result in your response being inadmissible.

If you are a sole trader or a principal in a firm and are not covered by Employers Liability insurance, please confirm that you have a Personal Accident Insurance policy in place.

A4. Tax Compliance

"It will be a condition for the award of this contract that a firm or individual (resident or non-resident of the Republic of Ireland) must comply with the Finance Circular 43/2006 Tax Clearance Procedures Public Sector Contracts see www.revenue.ie for details."

I confirm that I will provide promptly on request at any time prior to the panel list being finalised evidence of tax compliance.

A5. Declaration of Bona Fides

In relation to an award procedure under Public Sector Directive 2014/24/EU (Article 57).

Pass requirement: Applicants must complete this Declaration. The Contracting Authority reserves the right at its discretion to exclude a non-compliant Applicant under each heading. This must be completed by each group member/Sub-Applicant proposed.

5.1	Economic Operators will be excluded from the procurement process if, within the past five (5) years, there is evidence of a conviction relating to a specific criminal offence listed below (see 9.2) or if they have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security contributions (see 9.7) (except where this is disproportionate e.g., where only minor amounts are involved).
5.2	Has the Economic Operator or a member of their proposed consortium, (if applicable), Director, or Partner or any other person who has powers of representation, decision or control, been convicted of any of the following offences?
5.3	participation in a criminal organisation, as defined in Article 2 of Council Framework decision 2008/841/JHA;
5.4	corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in Irish Law or the jurisdiction in which the Economic Operator is established;
5.6	the subject of a conviction for terrorist offences or offences linked to terrorist activities or for inciting or aiding or abetting or attempting to commit an offence;
5.7	the subject of a conviction for money laundering or terrorist financing;
5.8	the subject of a conviction of child labour and other forms of trafficking in human beings;
5.9	<u>Non-payment of taxes or social security obligations</u> Has it been established by a judicial or administrative decision having final and binding effect in accordance with Irish law or the legal provisions of the country in which the Economic Operator is established (if outside Ireland), that the Economic Operator is in breach of obligations related to the payment of tax and social security contributions? Note: If the response to this is in the affirmative, please provide further information on the decision and the amounts involved.
5.10	An Economic Operator who answers 'Yes' in any of the situations set out in paragraphs 9.10 to 9.18 will be excluded.
5.11	Please indicate if any of the following situations have applied, within the past three (3) years, or currently apply, to your organisation.

A5. Declaration of Bona Fides

In relation to an award procedure under Public Sector Directive 2014/24/EU (Article 57).

Pass requirement: Applicants must complete this Declaration. The Contracting Authority reserves the right at its discretion to exclude a non-compliant Applicant under each heading. This must be completed by each group member/Sub-Applicant proposed.

	The Economic Operator:
5.12	has, in the performance of any public contract, failed to comply with applicable obligations in the field of environmental, social and labour law applying at the place where the works were carried out or the services provided, as established by EU law, national law, collective agreements or by international, environmental, social and labour law listed in Annex X of Directive 209/24/EU;
5.13	is bankrupt or the subject of insolvency or winding-up proceedings, its assets are being administered by a liquidator or by the court, or has entered into an arrangement with creditors, suspended its business activities or is in any analogous situation arising from a similar procedure under national laws and regulations;
5.14	is guilty of grave professional misconduct which renders its integrity questionable;
5.15	has entered into agreements with other economic operators aimed at distorting competition;
5.16	has a conflict of interest within the meaning of Article 24 of 209/24/EU that cannot be effectively remedied by other, less intrusive, measures;
5.17	confirms that it has had prior involvement in the preparation of the procurement procedure which has resulted in a distortion of competition, as referred to in Article 41 of 209/24/EU, that cannot be remedied by other, less intrusive, measures;
5.18	has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.
5.19	is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or
5.20	has withheld such information or is not able to submit supporting documents required under Article 59 of Directive 209/24/EU; or has undertaken to: • unduly influence the decision-making process of the contracting entity, or obtain confidential information that may confer upon the Applicant undue advantages in the procurement procedure; or negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award.

A6. Conflict of Interest

Are you an ex-employee of Coillte, or are you related to a Coillte employee?

If the answer is yes to any of the above or any other potential conflict of interest, please give details.

A7. Coillte Terms and Conditions

Please view the Coillte terms and conditions by clicking on the hyperlink on the question below. This will redirect you to the Coillte website where you will be able to view the latest terms and conditions. Please use the dropdown box to state if you accept or reject these.

http://www.coillte.ie/aboutcoillte/purchasing/supplier_management_system_sms/sms_forms/

TECHNICAL CRITERIA

A8. Previous Experience in Establishment Services

Please give brief details of any contracts previously delivered by you in Establishment Activities, (Activity, Phased or Cultivation), Coillte or External.

CONTRACT 1

Company Name

Description of services supplied to Company including the approximate start and end date of the contract

Approximate contract value.

CONTRACT 2

Company Name

Description of services supplied to Company including the approximate start and end date of the contract

Approximate contract value.

A9. Health, Safety and Environment

Do you confirm that you are fully compliant with the following legislation, or equivalent legislation in our country of operation; - Safety, Health and Welfare at Work Act 2005 and Safety, Health and Welfare at Work (General Application) Regulations 2007 or equivalent?

Do you confirm that you have an adequate up-to-date Safety Statement (see attached safety statement requirements and declaration form), appropriate to the activities specified in the contract and in full compliance with Section 20 of the Safety, Health and Welfare at Work Act 2005 and that all sub-contractors, where contracted, also have an adequate up-to-date safety statement, appropriate to the activities being carried out?

By confirming/signing this declaration (in the 'GENERAL' tab under 'REQUEST DOCUMENTS') you are declaring that you and your sub-contractors have an adequate Safety Statement containing all of the elements outlined.

Do you confirm that you are fully compliant with the following legislation, or equivalent legislation in our country of operation; - Safety, Health and Welfare at Work Act 2005 and Safety, Health and Welfare at Work (General Application) Regulations 2007 or equivalent?

Do you confirm that you have an adequate up-to-date Safety Statement (see attached safety statement requirements and declaration form), appropriate to the activities specified in the contract and in full compliance with Section 20 of the Safety, Health and Welfare at Work Act 2005 and that all sub-contractors, where contracted, also have an adequate up-to-date safety statement, appropriate to the activities being carried out?

A10. Environmental Systems

Applicants must confirm compliance with all the relevant Environmental legislation. The Contracting Authority reserves the right to seek further information to verify compliance.

APPENDIX 2 - OPERATIONAL SPECIFICATIONS AND STANDARDS

Mound Only

- Create levelled access routes to facilitate the safe travel of personnel, quads, or all-terrain vehicles and constructed as to avoid sediment discharge into watercourses, streams or any other water features specified on Activity Pack.
- The network of routes should be strategically constructed as to facilitate the access with materials throughout the set-down and maintenance phases. (A recommended 50metres/ha). Where excessive access routes are required, the contractor and Coillte Forester must agree locally prior to works commencing.
- Excavate shallow channels as per the Operation Managers instructions to provide soil to create 2500 mounds per net hectare at 2.0 X 2.0 metres spacing uniformly across the site. (Variances of this spacing will be adhered to for other species as required by Forest Service approval e.g., Oak @3,300st/ha).
- Mound channels ideally should be ideally 12 - 14 metres apart
- Where soil conditions allow, three mounds to be placed on either side of the channel.
- Where ground conditions do not allow 12m spacing, variations between 10-14 m can be used where there is sufficient soil to provide mounds to the agreed specification
- No mound channels are to be excavated in a manner that they drain directly into major watercourses or contribute to soil erosion.
- Mounds are to be approximately 45cms by 45cms by 30cms high.
- Mounds should be placed at a minimum of 50cms from drain edge
- Avoid subsoil, especially on limestone derived soils.
- Where the top layer of the soil (peaty A-horizon) is shallow, the mounding channel should be wide rather than deep (but not exceed 1.2 metres). This will ensure enough soil is obtained to create the required number of mounds. The Coillte Forester will advise for each particular site.
- Silt traps will be required across a range of sites. These are considered an integral part of draining. All conditions as outlined by the Coillte Forester in relation to buffer zones, silt traps and fisheries regulations must be strictly adhered to
- Where topography allows' consider the use of a combination of silt traps and buffer zones. Buffer zones must not be disturbed during the site preparation operation.
- Drains must not discharge into watercourses, streams or any other water features as specified on Activity Pack. or contribute to soil erosion. Construct drainage systems so as to mitigate and/or eliminate erosion.
- Daily Water Monitoring may be required on water sensitive sites. Results must be available for inspection and to be returned to Coillte Forester.
- Correct Mound density is critical to successful site set-down. Information on mound numbers will be recorded by machine operative. Plot size and layout will be agreed. In general, circular plots of 8m radius is the standard employed. Completed Mound Density Form must be completed by the Machine Operative

- The completed results sheet must be available for onsite inspection, and it is to be returned to the Coillte Forester when each site is completed. Coillte will also carry out its own checks to quality assure mounding

Ripping Only

- Create levelled access routes to facilitate the safe travel of personnel, quads, or all-terrain vehicles routes should have direct access to forest road network and constructed as to avoid sediment discharge into watercourses, streams or any other water features specified on Activity Pack.
- The network of routes should be strategically constructed as to facilitate the access with materials throughout the set-down and maintenance phases. (A recommended 50metres/ha). Where excessive access routes are required, the contractor and Coillte Forester must agree locally prior to works commencing.
- The operation of ripping where safe to do so, should be carried out up and down the hill. On certain sites, if safe to do so, there will be a need to carry out ripping along the contour in agreement with the Coillte forester
- The ripping must be set out at 2 metres spacing with an operational depth of 65cms, objective is to achieve complete fracture of the site
- This operation may also include some general site drainage works in agreement with Coillte Forester. Drains must not discharge into watercourses, streams or any other water features as specified on Activity Pack. or contribute to soil erosion.
- Daily Water Monitoring may be required on water sensitive sites. Results must be available for inspection and to be returned to Coillte Forester.
- It must be possible as a result of the ripping operation to dig between the fractures with a spade, this will ensure that a thorough and complete breakage of the pan and aeration of the soil has taken place.

Scrap Mound Only

- Create levelled access routes to facilitate the safe travel of personnel, quads and constructed as to avoid sediment discharge into watercourses, streams or any other water features specified on Activity Pack.
- The network of routes should be strategically constructed as to facilitate the access with materials throughout the set-down and maintenance phases. (A recommended 50metres/). Where excessive access routes are required, the contractor and Coillte Forester must agree locally prior to works commencing.
- Mound (common term 'Hinge' or 'Scrap') created by overturning topsoil from shallow excavation mound placed next to the hole created.
- Operation agreed with Operation Manager/Forester to create 2500 mounds per net hectare at 2.0 X 2.0 metres spacing uniformly across the site. (variances of this spacing will be adhered to for other species as required by forest service approval e.g., Oak @3,300st/ha).
- Mounds are to be approximately 45cms by 45cms by 30cms high
- Scrap mound holes should be aligned in the rows of mounds to limit trip hazards
- Avoid subsoil, especially on limestone derived soil.

- This operation may also include some general site drainage works in agreement with Coillte Forester
- Drains must not discharge into watercourses, streams or any other water features as specified on Activity Pack. or contribute to soil erosion. Construct drainage systems to mitigate and/or eliminate erosion
- Daily Water Monitoring may be required on water sensitive sites. Results must be available for inspection and to be returned to Coillte Forester.
- Silt traps will be required across a range of sites. These are considered an integral part of draining. All conditions as outlined by the forest Coillte Forester in relation to buffer zones, silt traps and fisheries regulations must be strictly adhered to
- Where topography allows' consider the use of a combination on silt traps and buffer zones. Buffer zones must not be disturbed during the site preparation operation
- Daily mound density recording must be carried out by the machine operative. In general, circular plots of 8m radius is the standard employed. Appendix 1, Section 1.10.
- These completed field sheets are to be returned to the Coillte Forester when each site is completed. Coillte will also carry out its own checks to quality assure mounding meets specification requirements.

Fire Lines

- As requested by Coillte Forester these are to be created by excavating a continuous line using a suitable type of bucket to remove all vegetation down to bare soil layer.
- The line should be 6.0m wide and up to 30cm deep. All soil to be levelled within the site boundary.
- Well-constructed fire lines may also be considered part of the site access routes.
- Fireline must be constructed to avoid sediment discharge into watercourses, streams or other water features as specified on Activity Pack.

Planting (including Plant Handling and Planting Methods)

Planting Methods and Detailed Specification

Planting must be carried out with a spade suitable for the soil conditions. Performance assessments will focus closely on the quality of planting. Generally, one of the following is adequate for planting, depending on plant size and root ball density: nursery spade or semi-circular spade.

Note that all planting should be to root collar depth or slightly deeper, and trees should be firm and upright with their roots hanging vertically and well spread out.

There are currently 2 recognised planting types defined by site cultivation method. These are as follows

1. Manual Planting – Planting on mounds or ripped ground.
2. Pit Planting – Planting on ground where small pit is dug and tree inserted, typically riparian buffer zones.

The following planting methods are applicable.

- *Slit planting* – most common method where the slit is made with the spade and the transplant is inserted into the ground and the slit closed with the heel of the foot and the plant firmed.
- *Angle-notch or T-notch planting* – similar to slit planting except that two slits are made, either in the shape of – a right angle or a T, and the soil is then levered up. The plants are inserted into the hole created and again the plant is firmed.
- *Pit planting* – a method used on flat or uncultivated ground where a small pit is dug, and the plant inserted into the hole and the loose soil back filled and firmed

Checking Plant Spacing and Stocking

The importance of correct tree spacing, and future stock density is fundamentally important for the production of good quality timber from the tree crop planted. For conifers a stocking of 2500 **per net hectare** (2 x 2 metre spacing unless otherwise specified by Coillte Forester) is considered necessary to promote good quality timber.

Daily Plant Density Plots are required throughout the duration of the operation to ensure planting standards are achieved as outlined above. A plot size of 0.02 Ha (radius 8.0 metres) to be used in accordance with guidelines in Appendix 1.

Plant Handling

- When Unloading plants ensure proper handling and checking of provenance/count/size/RCD
- Bags should not be thrown or walked on during unloading - hand to hand handling at all times
- Stack bags on their sides (not on their ends) in single tiers on site in a single layer so as to minimise the chances of the bags filling up with water or the bags overheating while being stored.
- When on site store in a cool shaded area such as under a tree canopy or in a shed.
- If the weather is warm and there is little shade use a tarpaulin or canopy to shade the plants.

Planting Stock

1) Bare-Root Plants

- The length of time that plants can be left in bags will vary depending on the time of year, weather conditions, storage facilities, condition of plants when bagged and species. Monitoring of plant condition is critical.
- **Planting roots must be always kept moist and never exposed to wind or sun.**

2) Containerised Plants

- Plants should be kept in a shaded area at all times and never expose to the wind or sun. Monitoring Plant condition is critical. Handle plants with care and avoid any damage during transportation and planting.

3) Cold Store plants

- Cold store plants must be planted within seven days of leaving the cold store. Only move from the shade to the site on a day-by-day basis.
- If plants in a freshly opened bag appear to be desiccated, then the whole bag of plants should be discarded. Plants that have dried over a long period will not revive with watering.
- If plants in the bags appear very mouldy, do not plant. A little mould on the plants lower needles is not a cause for concern and plants may be planted

4) Nursery Dipped Plants (if applicable)

- Ensure all staff involved in the process are fully trained to City and Guilds PA1/0216-10 standard and attend the information session/training on handling and planting dipped plants.
- These plants will be stored in open waxed paper bags and when on site store dipped plants and bags away from aquatic areas e.g., water, drains, streams, etc. and away from food and personal clothing.
- Only plants to be planted within a day should be removed from shaded storage. Great care should be used to prevent plant roots from drying out e.g., during on-site distribution, if transferring plants from the paper bags to planting bags or during the planting process itself.
- Paper bags should be disposed of individually by securely placing under brash mats away from aquatic areas – they should **not** be burned, buried or left visible. After planting, all plastic planting bags should be emptied of soil and recycled through a certified recycling centre.
- **Nursery dipped plants need high levels of care, neglect at any point in the storage-planting chain will lead to high losses.**

Vegetation control works

Standard Cleaning

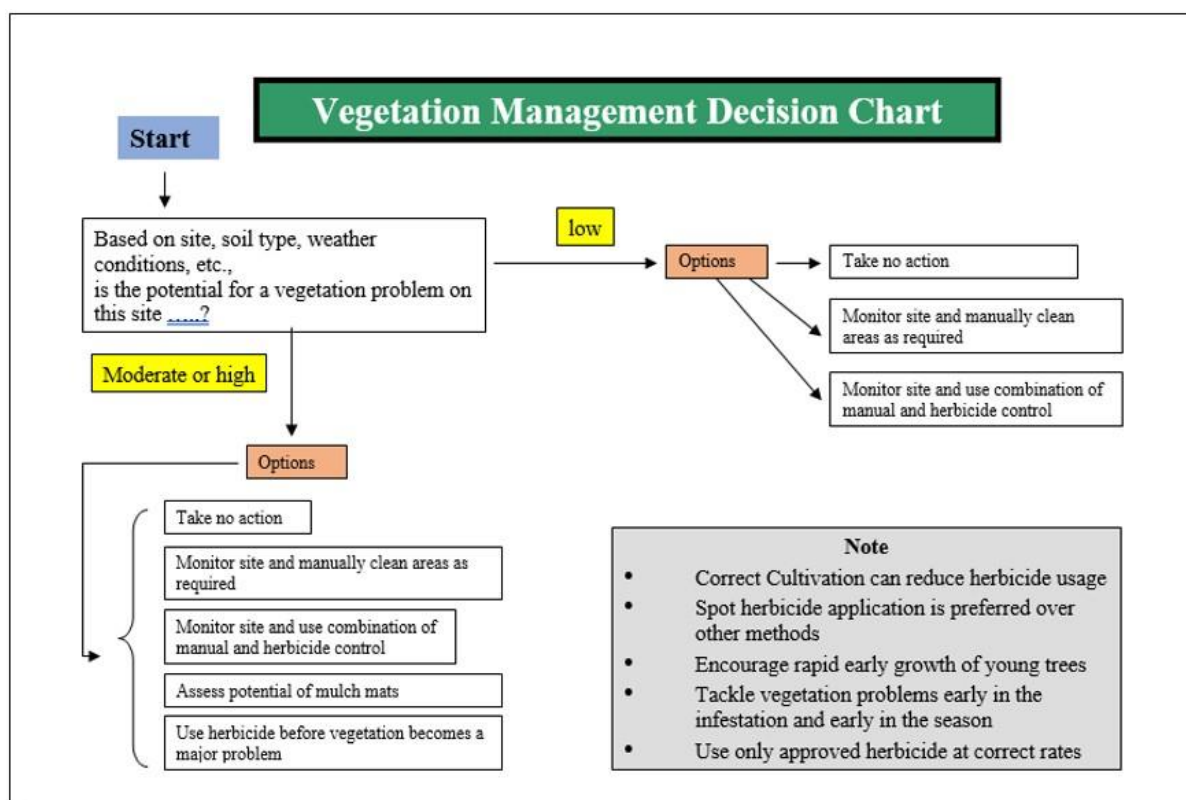
- This covers any maintenance operation which requires the use of manual equipment e.g., a slash hook or bill hook.
- This Activity is used for the control of tall competing vegetation around trees, e.g., rushes, nettles, thistles, briars, bracken, other tall grasses and light woody weeds where trees are in danger of being smothered or physical damage may occur.
- Also includes the control of Willow herb.
- Vegetation must be cleared back from the tree 1 metre.
- Care must be taken to avoid damaging trees with manual equipment.
- This operation may also be used in areas where chemical spraying is restricted.

Heavy Manual Cleaning

- This covers any maintenance operations which require the use of motor manual equipment e.g., Brush Cutter.
- This Activity is for the control of excessive Natural Regeneration Conifer species, Birch Encroachment, rhododendron, laurel, willow, gorse.
- All cutting must be as close to soil level as possible.
- In cases with agreement from Coillte Forester it may be used in conjunction with Chemical spraying.

Spot Spraying Standard Cleaning

- Herbicide is applied at a 1 metre diameter around tree to control competing vegetation.
- Applied using a Knapsack sprayer.
- Sprayer must be fitted with an adequate nozzle with a cowl or spray shield to prevent damage by spray drift onto the trees and other non-target vegetation.
- Select suitable Active ingredients to target competing vegetation types. E.g., Glyphosate to control Grasses, Rush & Bracken. Triclopyr to control Gorse, Woody Scrub.
- In some cases, chemical spraying may be restricted, consult with Coillte Forester before undertaking any spraying operations.



Chemical Usage

Pesticides

Any pesticide used on the Coillte estate must be approved for use by FSC and PEFC and must be registered for forestry use by the Pesticide Registration and Control Division of the Dept. of Agriculture, Food & Marine - see Appendix 1 (Table 2) for approved pesticide list. Where pesticides are used, the contractor must ensure that all relevant information is recorded in the Chemical Usage Form supplied by Coillte. All pesticide application work must comply with the FSC & PEFC standards and National legislation. All equipment for the transport, storage and application of pesticides must be maintained in a safe, secure and leak proof condition.

Under the sustainable use of pesticides directive (Directive 2009/128/EC) a professional user is defined as any person who uses pesticide during their professional activities including operators, technicians, employers and self-employed. Operators applying pesticides on Coillte property are regarded as Professional Users. Therefore, along with having to be trained to PA1 (0216-10) and PA6 (0216-54) standards operators applying pesticide on Coillte property must be registered with the Department of Agriculture and Marine, Pest Registration and Control Division (PRCD). Instructions on how to register with PRCD are available on the attached link.

[How to register as a Professional User Pesticides](#)

The table below (Table 1) lists the pesticides active ingredients (insecticide & herbicides) which are both:

1. Listed for forestry use by the Pesticides Registration & Control Division (PRCD) of the Dept. Agriculture, Food & Marine and
2. Allowed to be used on FSC certified woodlands (i.e., not on the FSC “Highly Hazardous” list or, if it is, a derogation for its use is in place)

Only products listed on this table are allowed to be used on the Coillte estate.

Accurate as of: September 2022.

Active Ingredients available for use in Forestry: Glyphosate, Triclopyr, Chlorantraniliprole, and Acetamiprid. (Over the course of this contract active ingredients may be added or removed, Establishment Process Team will update contractors of changes)

Pine Weevil Management (if required)

In limited localised areas there may be a risk of damage to plants by Pine Weevil due to the land use and management neighbouring properties. The key to minimising weevil damage is to understand the weevil’s life cycle (Fig. 1) and to know when a site will be colonised by weevils.

- sites felled January - March are colonised the year of felling
- sites felled March - August are colonised in both the year of felling and the following year.
- sites felled August - December are colonised the following year

Weevils lay their eggs April - August, so if we know when a site is felled and it takes 1.5 - 2.5 years for a weevil to develop from egg to adult, then we can predict when the majority of weevils will emerge from the stumps. Example: if a site is felled in January 2019, weevils will lay their eggs between April and August 2019 and the number of adult weevils emerging from the stumps will peak between September 2020 and September 2021

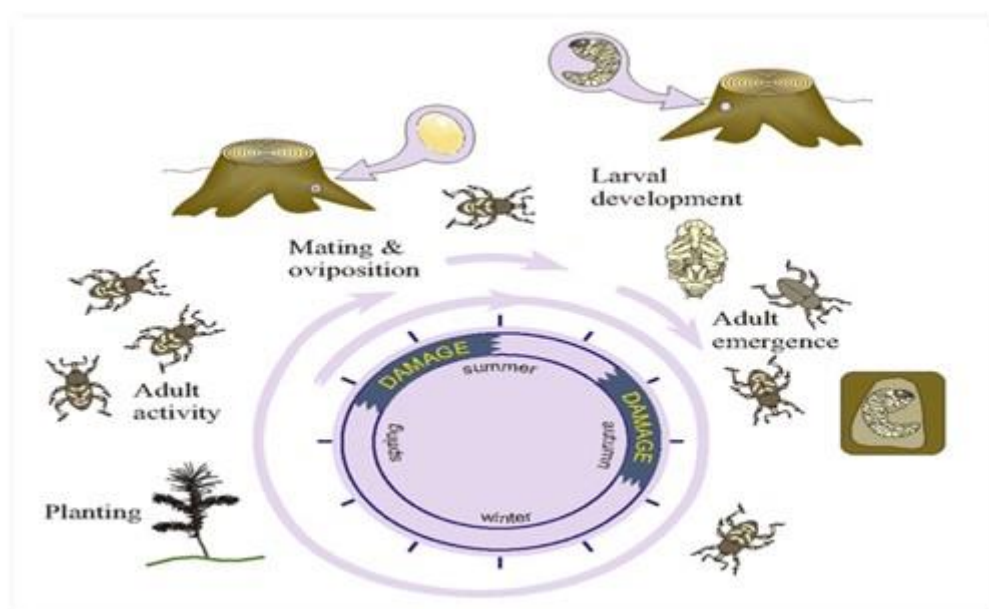


Figure 1. Weevil life cycle (Source: Forestry Commission, UK)

Chemical Reduction Strategy for Weevil Control

Overall Coillte strategy is to reduce chemical usage. For weevil control, options include planting before or after weevil numbers peak ('hot planting' or leaving a site fallow) or protecting seedlings even when weevil numbers are high (chemical insecticides and mounding). On very isolated sites, where we would expect weevil populations to be low, increased monitoring may mitigate against the use of chemicals.

Product Name	PRCD No.	Function	Active ingredient (chemical name)
Barbarian XL	05572	Herbicide	Glyphosate
Asteroid	01990	Herbicide	Glyphosate
Barclay Gallup Biograde 360	02126	Herbicide	Glyphosate

Barclay Gallup Biograde 450	02434	Herbicide	Glyphosate
Barclay Gallup Hi-Aktiv	02435	Herbicide	Glyphosate
Clearall	05794	Herbicide	Glyphosate
Clinic Grade	06457	Herbicide	glyphosate
Clinic TF	05535	Herbicide	glyphosate
Credit	02932	Herbicide	glyphosate
G360 Xtra	05768	Herbicide	glyphosate
Glyfos Supreme XL	05786	Herbicide	glyphosate
Grazon 90	04261	Herbicide	Triclopyr
Grazon Pro	05182	Herbicide	Triclopyr
Rambo 360	05777	Herbicide	glyphosate
Rattler	04650	Herbicide	glyphosate
Rosate 360 TF	05761	Herbicide	glyphosate
Roundup Biactive	04660	Herbicide	glyphosate
Roundup Gold	02624	Herbicide	glyphosate
Roundup Gold 450	02623	Herbicide	glyphosate
Stratos Ultra	04936	Herbicide	cycloxydim
Coragen	05295	Insecticide	Chlorantraniliprole
Gazelle SG	03248	Insecticide	Acetamiprid
Ceta SG	06252	Insecticide	Acetamiprid

Table 1 – Approved List of Herbicide and Insecticide

Fencing

Fencing Standard should be in line with Forest Service Forestry Standards Manual “Fencing wire and netting standards” (I.e., IS436 or Non-IS436) and/or any related circulars.

- Any changes to fencing requirements will always be agreed with the Forest Services and documented.
- Fencing includes clearing of fence lines where required.
- In cases where tree shelters and wraps are required, please refer to specification below.

Tree Shelter Specifications

Tree shelters

- Tree shelters are to be supplied and erected by the Contractor
- Tree shelters must be Biodegradable (100% UV stabilised polypropylene)
- Trees shelter heights 1.5-1.8 metres agreed locally with Coillte Forester
- Stake size 1.95m x 45mm x 45mm
- Ongoing maintenance of Tree shelters is required. (Shelter inspection, Tree replacement and general straightening of them)

Tree Wraps or Spirals

- Tree wraps are to be supplied and erected by the Contractor
- Tree shelters must be Biodegradable (100% UV stabilised polypropylene)
- Trees shelter heights 0.50 – 0.75 metres agreed locally with Coillte Forester
- Where required secure with Bamboo or small stake. Ongoing maintenance of Tree shelters is required. (Shelter inspection, Tree replacement and general straightening of them)

Mound Density Field Sheet

The following summarises how mound density check should be carried out. Evidence of mound density checks must be completed on the Mound Density Field Sheet.

- Minimum of 3 plots to be taken per day to assess mound density
- Collected plot data to be recorded on site map as per agreement with the Coillte Forester.
- Information on mound numbers will be recorded by machine operative.
- Circular plots of 8m radius.
- The completed results sheet is to be returned to the Coillte Forester upon site completion.
- Coillte will also carry out its own checks to quality assure mounding meets specification requirements.

Mound Density Field Sheet

Forest Code: _____ HB Number: _____ SU Number: _____

CN Number: _____ Property: _____

Contractor: _____

Plot size: **All Plots** 8 metre circle (0.02ha)

Mark also on the Cultivation map where your plots were taken

Date plot taken	Plot No.	Plot area	No. of mounds within plot	Date plot taken	Plot No.	Plot area	No. of mounds within plot	Plot No	Plot area	No. of mounds within plot	Plot No.	Plot area	No. of mounds within plot
	1	.02 (8m)			10	.02 (8m)		19	.02 (8m)		28	.02 (8m)	
	2	.02 (8m)			11	.02 (8m)		20	.02 (8m)		29	.02 (8m)	
	3	.02 (8m)			12	.02 (8m)		21	.02 (8m)		30	.02 (8m)	
	4	.02 (8m)			13	.02 (8m)		22	.02 (8m)		31	.02 (8m)	
	5	.02 (8m)			14	.02 (8m)		23	.02 (8m)		32	.02 (8m)	
	6	.02 (8m)			15	.02 (8m)		24	.02 (8m)		33	.02 (8m)	
	7	.02 (8m)			16	.02 (8m)		25	.02 (8m)		34	.02 (8m)	
	8	.02 (8m)			17	.02 (8m)		26	.02 (8m)		35	.02 (8m)	
	9	.02 (8m)			18	.02 (8m)		27	.02 (8m)		36	.02 (8m)	
	Total				Total				Total			Total	

Average Mound density _____/ha

Signed: _____ Contractor

Date: _____

Compliance check by

Signed: _____ Coillte staff

Date: _____

Plant Density Field Sheet

The following details how plant density checks should be carried out. Evidence of quality checks must be completed on the Plant Density Field Sheet. This information can be provided electronically via FDC application. Quality data must be to agreed standards set out below and reported weekly.

- Minimum of 3 plots to be taken per day to assess plant density/stocking
- Collected plot data to be recorded on site map as per agreement with the Coillte Forester.
- Information on plant numbers will be recorded by contractor's site foreman.
- Circular plots of 8m radius.
- The completed results sheet is to be returned to the Coillte Forester upon site completion.
- Coillte will also carry out its own checks to quality assure planting meets specification requirements.
- Where large scale planting contractors are on site (typically 6+ man crews) plot density should be based on area, using the guide below.

Site area (ha)	Number of Plots
< 2.0 ha	4 plots
2.0 -5.0 ha	8 Plots
> 5.0 ha	12 Plots

Plant Stocking Density Field Sheet Form

Forest Code: _____ MU/HB Number: _____ SU Number: _____

CN Number _____ Property: _____

Contractor: _____

Plot size: **All Plots** 8 metre circle (0.02)

Mark also on the Planting map where your plots were taken

Date plot taken	Plot No	Plot area	No. of mounds within plot	Date plot taken	Plot No	Plot area	No. of mounds within plot	Plot No	Plot area	No. of mounds within plot	Plot No	Plot area	No. of mounds within plot
	1	.02 (8m)			10	.02 (8m)		19	.02 (8m)		28	.02 (8m)	
	2	.02 (8m)			11	.02 (8m)		20	.02 (8m)		29	.02 (8m)	
	3	.02 (8m)			12	.02 (8m)		21	.02 (8m)		30	.02 (8m)	
	4	.02 (8m)			13	.02 (8m)		22	.02 (8m)		31	.02 (8m)	
	5	.02 (8m)			14	.02 (8m)		23	.02 (8m)		32	.02 (8m)	
	6	.02 (8m)			15	.02 (8m)		24	.02 (8m)		33	.02 (8m)	
	7	.02 (8m)			16	.02 (8m)		25	.02 (8m)		34	.02 (8m)	
	8	.02 (8m)			17	.02 (8m)		26	.02 (8m)		35	.02 (8m)	
	9	.02 (8m)			18	.02 (8m)		27	.02 (8m)		36	.02 (8m)	
		Total				Total			Total			Total	

Average Plant Stocking _____/ha

Signed: _____ Contractor

Date: _____

Compliance check

Signed: _____ Coillte staff

Date: _____

Chemical Usage Form

This information can be provided electronically via FDC application. Quality data must be to agreed standards set out below and reported weekly.

Please complete this form and supply to the Foresters for each application of fertilizer/herbicide or pesticide

This is a permanent record and must not be destroyed

Record of chemicals used at..... (Location Name/SU Number) Work Package

Number (C number)

Control Action: Fertiliser ☐ Herbicide/Insecticide: Knapsack Spraying ☐

Product Name Total Area Treated (ha)

Total Quantity Chemical Used (L/Kg)

Are weather conditions suitable for spraying? Yes ☐ **No** ☐

Complete below in Full

<u>Date</u>	<u>Staff/ Contractor name</u>	<u>Hours works</u>	<u>Materials used. Tick as appropriate</u>
			Spray Suit ☐ Exeat Suit ☐ Chemical Proof Gloves ☐ Face Mask ☐ Wellingtons ☐
			Spray Suit ☐ Exeat Suit ☐ Chemical Proof Gloves ☐ Face Mask ☐ Wellingtons ☐
			Spray Suit ☐ Exeat Suit ☐ Chemical Proof Gloves ☐ Face Mask ☐ Wellingtons ☐

			Spray Suit ☐ Exeat Suit ☐ Chemical Proof Gloves ☐ Face Mask ☐ Wellingtons ☐
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Continued over if required

Site Name/SU Number: _____

<u>Date</u>	<u>Staff/ Contractor name</u>	<u>Hours works</u>	<u>Materials used. Tick as appropriate</u>
			Spray Suit ☐ Exeat Suit ☐ Chemical Proof Gloves ☐ Face Mask ☐ Wellingtons ☐
			Spray Suit ☐ Exeat Suit ☐ Chemical Proof Gloves ☐ Face Mask ☐ Wellingtons ☐
			Spray Suit ☐ Exeat Suit ☐ Chemical Proof Gloves ☐ Face Mask ☐ Wellingtons ☐
			Spray Suit ☐ Exeat Suit ☐ Chemical Proof Gloves ☐ Face Mask ☐ Wellingtons ☐
			Spray Suit ☐ Exeat Suit ☐ Chemical Proof Gloves ☐ Face Mask ☐ Wellingtons ☐

Signed on behalf of Contractor

Date: _____

Signed on behalf of Coillte

Date Form supplied to Coillte: _____

Daily Water Monitoring

Daily visual water monitoring (mandatory on blue & red water sites) must be carried out in accordance with environmental protection of water courses. Coillte Forester will direct operators on populating Daily Water Monitoring forms at designated points as marked on Activity Packs. Details Include, Operation Start Date, Monitoring Carried Out, Person completing the monitoring form, Site Details, Impacts on Water courses & Remedial Actions

Operations Start Date:		HU/Sp No:	
Monitoring carried out during the week ending:		SDP No:	
Person responsible for Daily Monitoring:		Road No:	
Date site work completed by Operator:			

Impacts on Aquatic Zones or Relevant Watercourses in/or adjacent to this site	Mon Y/N	Tue Y/N	Wed Y/N	Thu Y/N	Fri Y/N	Sat Y/N	Sun Y/N
1. Is there discolouration of water due to this operation?							
2. Is there debris in or damage to aquatic zones, buffer zones or relevant watercourses due to current operations?							
3. Are existing brush mats inadequate to prevent rutting which could result in sedimentation?							
4. Does the current weather forecast indicate that additional mitigation measures are necessary to prevent sedimentation?							
5. Initials of Contractor's/Customer's Operator/Site Manager							
6. Compliance check by: Forest Works Manager (FWM) or Project Supervisor Construction Stage (PSCS)							

Day	Remedial Actions if "Y" to any one of the four points above
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	
Sunday	

FWM / PSCS: _____ Date _____

