

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**
**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**
**800 Burrard Street, 12th floor
800, rue Burrard, 12e étage
Vancouver
British Columbia
V6Z 2V8
Bid Fax: (604) 775-9381**

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet Mechanical Site Preparation	
Solicitation No. - N° de l'invitation A2924-120012/A	Date 2013-02-06
Client Reference No. - N° de référence du client	
GETS Reference No. - N° de référence de SEAG PW-\$PWY-019-6922	
File No. - N° de dossier PWY-2-35283 (019)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-02-22	Time Zone Fuseau horaire Pacific Standard Time PST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Ngan, Ken (PWY)	Buyer Id - Id de l'acheteur pwy019
Telephone No. - N° de téléphone (604) 658-2755 ()	FAX No. - N° de FAX (604) 775-6633
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: AANDC - Mechanical Site Preparation Chilcotin Military Training Area, Riske Creek, B.C.	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Public Works and Government Services Canada - Pacific
Region
800 Burrard Street, 12th floor
800, rue Burrard, 12e étage
Vancouver
British C
V6Z 2V8

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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IMPORTANT NOTICE TO BIDDERS

**Please note the new address for Bid Receiving is:
#219 - 800 Burrard Street
Vancouver, B.C.
V6Z 2V8**

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PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into seven parts and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided; and
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Mechanical Site Preparation Statement of Work, the Emergency Management Plans, and BCTS Soil Disturbance Definitions.

2. Summary

- (i) To provide Mechanical Site Preparation services including all labour, material, equipment, supervision and transportation. The services must be provided in accordance with the **Statement of Work** attached at Annex A.
- (ii) for the Department of Aboriginal Affairs and Northern Development Canada (AANDC) reforestation program at the Chilcotin Military Training Area (CMTA), located north of the small community of Riske Creek and about 47 kilometres west of Williams Lake, consists of approximately 41,000 hectares of land owned by the Department of National Defence (DND).
- (iii) The period of the Contract shall be for one (1) year from date of contract award. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional years period under the same conditions.
- (iv) The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

3. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the bid solicitation process. The debriefing may be provided in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003, (2012-03-02) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

- Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:
Delete: sixty (60) days
Insert: *ninety (90) days*

2. Submission of Bids

2.1 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

2.2 Revision of Bids

A bid submitted in accordance with these instructions may be revised by facsimile *to (604)775-9381* provided the revision is received at the office designated for the reception of tenders, on or before the time and date set for the closing of tenders. The facsimile must be on the Bidder's letterhead or bear a signature that identifies the contractor. A revision to a unit tender price must clearly identify the change(s) in the unit price(s) and the specific item(s) to which each change applies.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than *five (5)* calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia.

5. Site Visit - Not Applicable.

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6. Scope of Work

It shall be the Contractor's responsibility to ascertain the entire Scope of Work and conditions affecting the work before submission of a bid for this requirement. No allowance shall be made for any extra expense incurred through failure to do so.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid
 Section II: Financial Bid
 Section III: Certifications

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper; and
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to :

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

1.1 Signature of Person Authorized to Sign on behalf of Vendor/Firm
 Bidder shall duly complete and SIGN the first page of their Request For Proposal document.

1.2 Mandatory Requirements Checklist

1.2.1 Corporate Overview

The Bidder must provide a brief description of the following as it relates to providing services described in

the Statement of work:

- Brief description of the Bidder's business organization;
- Bidder's qualifications to provide mechanical site preparation services;
- Workforce availability;
- Citizen status of the company and each member of the workforce.

Required Supporting Information:

- Provide brief descriptions of the Bidder's company as per the stated criteria.

1.2.2 Project References

The proposal must demonstrate that the Bidder has mechanical site preparation experience as set out in the Statement of Work.

A minimum of two (2) references completed within the last five (5) years must be provided to demonstrate the Bidder's capability.

Each reference must include the following information:

- Client Organization
- Client Contact Name
- Client Title
- Duration (mm-yyyy to mm-yyyy)
- Phone Number and/or Email
- Brief Description
 - Outline experience in carrying out mechanical site preparation

Required Supporting Information:

- Proof of satisfactory mechanical site preparation experience must be demonstrated.
- Each client reference must be supported by client contact information.

1.2.3 Equipment Inventory for Mechanical Site Preparation

The Bidder must provide a list of equipment along with the applicable manufacturer technical data/specifications that will be used in mechanical site preparation.

The Bidder must demonstrate that this equipment can perform in a safe capacity.

Required Supporting Information:

Provide an equipment list with the relevant manufacturer technical information as per the stated criteria.

1.2.4 Safety Program

The proposal must also demonstrate that the Bidder has implemented and maintains a safety program.

Descriptions should be included for the following:

- Adherence to Workers Compensation Act and regulations; and
- Adherence to British Columbia Forest Safety Council SAFE Companies standards.

Required Supporting Information:

Provide brief descriptions of the safety programs that the firm has implemented and maintains as per the stated criteria.

1.2.5 First Aid

The Bidders must provide a list and a description of the equipment and qualified personnel to provide first aid services for forestry field crews for projects/assignments similar to that described in the Statement of Work.

Required Supporting Information:

Provide a list and of first aid equipment and qualified personnel. Bidders must provide copy(s) of First Aid Certificates.

1.2.6. Project Supervisor/Manager

The Bidder must provide a qualified project supervisor/manager. The project supervisor/ manager must have the following qualifications:

- A minimum of five (5) years experience in the management of forestry based mechanical site preparation/timber harvesting operations.

Required Supporting Information:

Demonstrate proof of five (5) years project management experience in forestry based mechanical site preparation/ timber harvesting operations.

1.2.7 Heavy Equipment Machine Operators

The Bidder must provide a list of qualified heavy equipment machine operators. Each of the machine operators must have the following qualifications:

- A minimum of two years experience with heavy equipment related to forestry based mechanical site preparation/ timber harvesting operations.

Required Supporting Information:

Provide a list of qualified heavy equipment machine operators who each have a minimum of two years experience with heavy equipment related to forestry based mechanical site preparation/ timber harvesting operations.

Section II: Financial Bid

1 Bidders must submit their financial bid in accordance with the Basis of Pricing detailed below. The total amount of Goods and Services Tax or Harmonized Sales Tax is to be shown separately, if applicable.

1.1 Basis of Pricing (MANDATORY)

The following requirement **MUST** be strictly adhered to: **Failure to do so shall render the bidder's proposal as non-responsive.**

It is **MANDATORY** that the bidders submit firm prices/rates in Canadian Funds for the one (1) contract year plus the two (2) option years for **all** items listed hereafter (*Pricing Schedule 1, 2, and 3*).

Pricing Schedule: Mechanical Site Preparation Work

Provide firm all inclusive unit price per by Hectare including labour, supervision, material, equipment, transportation, overhead, profit and all related cost (excludes HST/GST) for Mechanical Site Preparation Work in accordance with the *Statement of Work* attached at Annex A.

Pricing Schedule 1

Initial Contract Period Fiscal Year 2013/2014		
Treatment Type	Target # of Prepared Planting Spots by Hectare (HA)	Unit Cost by Hectare (\$/HA)
Excavator Mound	1,200	
Excavator Mound	1,400	
Excavator Mound	1,600	
Excavator Mound	1,800	
Excavator Mound	2,000	
Single Pass Disk Trench	1,200	
Single Pass Disk Trench	1,400	
Single Pass Disk Trench	1,600	
Single Pass Disk Trench	1,800	
Single Pass Disk Trench	2,000	
Double Pass Disk Trench	1,200	
Double Pass Disk Trench	1,400	
Double Pass Disk Trench	1,600	
Double Pass Disk Trench	1,800	
Double Pass Disk Trench	2,000	
Sub-Total Treatment Unit Costs (A):		
Treatment Type	Unit Cost by Hectare (\$/HA)	
Brush Removal		
Blade Scarification		
Pile		
Windrow		
Sub-Total Treatment Unit Costs (B):		
INITIAL CONTRACT PERIOD TOTAL UNIT COSTS (A+B)		

Pricing Schedule 2

OPTION YEAR 1		
Fiscal Year 2014/2015		
Treatment Type	Target # of Prepared Planting Spots by Hectare (HA)	Unit Cost by Hectare (\$/HA)
Excavator Mound	1,200	
Excavator Mound	1,400	
Excavator Mound	1,600	
Excavator Mound	1,800	
Excavator Mound	2,000	
Single Pass Disk Trench	1,200	
Single Pass Disk Trench	1,400	
Single Pass Disk Trench	1,600	
Single Pass Disk Trench	1,800	
Single Pass Disk Trench	2,000	
Double Pass Disk Trench	1,200	
Double Pass Disk Trench	1,400	
Double Pass Disk Trench	1,600	
Double Pass Disk Trench	1,800	
Double Pass Disk Trench	2,000	
Sub-Total Treatment Unit Costs (A):		
Treatment Type	Unit Cost by Hectare (\$/HA)	
Brush Removal		
Blade Scarification		
Pile		
Windrow		
Sub-Total Treatment Unit Costs (B):		
OPTION YEAR 1 TOTAL UNIT COSTS (A+B)		

Pricing Schedule 3

OPTION YEAR 2		
Fiscal Year 2015/2016		
Treatment Type	Target # of Prepared Planting Spots by Hectare (HA)	Unit Cost by Hectare (\$/HA)
Excavator Mound	1,200	
Excavator Mound	1,400	
Excavator Mound	1,600	
Excavator Mound	1,800	
Excavator Mound	2,000	
Single Pass Disk Trench	1,200	
Single Pass Disk Trench	1,400	
Single Pass Disk Trench	1,600	
Single Pass Disk Trench	1,800	
Single Pass Disk Trench	2,000	
Double Pass Disk Trench	1,200	
Double Pass Disk Trench	1,400	
Double Pass Disk Trench	1,600	
Double Pass Disk Trench	1,800	
Double Pass Disk Trench	2,000	
Sub-Total Treatment Unit Costs (A):		
Treatment Type	Unit Cost by Hectare (\$/HA)	
Brush Removal		
Blade Scarification		
Pile		
Windrow		
Sub-Total Treatment Unit Costs (B):		
OPTION YEAR 2 TOTAL UNIT COSTS (A+B)		

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TOTAL ASSESSED PROPOSAL PRICE

\$ _____

Sum of Basis of Pricing

(Contract Year + Option Year 1 + Option Year 2)

In the case of error in the extension of prices, the unit price will govern. Canada may enter into contract without negotiation.

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Section III: Authority

AUTHORITY

Contractor's Representative:

The name and particulars of the person to be contacted for general enquiries and follow-up purposes:

Name: _____

Telephone Number: _____

Cellular Number: _____

Facsimile Number: _____

E-Mail: _____

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

Bids will be examined to determine their compliance with the following Mandatory Requirements:

- (1) Mandatory Requirement Checklist;
- (2) Submission of Firm Price/Rates in Canadian funds in accordance with Part 3, Section II: Financial Bid;
- (3) Bidders shall duly complete and SIGN the first page of their Proposal document.

2. BASIS OF SELECTION

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify the bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Certifications Precedent to Contract Award

The certifications listed below should be submitted with the bid but may be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed or submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

1.1 Federal Contractors Program - over \$25,000 and below \$200,000 (A3031T 2010-08-16)

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason

other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture:

- (a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada;
- (b) () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- (d) () has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____.

Further information on the FCP is available on the HRSDC Web site.

1.2 Former Public servant Certification

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made of former public servants; or
- (d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means, in the context of the fee abatement formula, a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above? YES () NO ()

If so, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) date of termination of employment or retirement from the Public Service.

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? YES () NO ()

If so, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;
- (f) period of lump sum payment including start date, end date and number of weeks;
- (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

1. Statement of Work

- (i) To provide *Mechanical Site Preparation services including all labour, material, equipment, supervision and transportation*, at the Chilcotin Military Training Area (CMTA), located north of the small community of Riske Creek and about 47 kilometres west of Williams Lake, consists of approximately 41,000 hectares of land owned by the Department of National Defence (DND).

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada. .

2.1 General Conditions

2035 (2012-03-02), General Conditions - Services, apply to and form part of the Contract.

3. Security Requirement - Not Applicable

4. Term of Contract

4.1 Period of Contract

This Contract is valid during the period of TBA to TBA with two (2) options to extend the contract each for an additional consecutive 12 month period.

4.2 Option to Extend Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to additional two (2) year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Ken Ngan
Title: Supply Specialist
Public Works and Government Services Canada
Real Property Contracting
219 - 800 Burrard Street
Vancouver, BC V6Z 2V8
Telephone Number: (604)658-2755

Facsimile Number: (604)775-6633

E-mail address: ken.ngan@pwgsc-tpsgc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Technical Authority

The Technical Authority for the Contract is: **"TO BE PROVIDED AT CONTRACT AWARD"**

_____ (Name of Technical Authority)

_____ (Title)

_____ (Fill in Organization)

_____ (Fill in Address)

Telephone: _____

Facsimile: _____

E-mail Address: _____

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative:

The name and particulars of the person to be contacted for general enquiries and follow-up purposes:

Name: _____

Telephone Number: _____

Cellular Number: _____

Facsimile Number: _____

E-Mail: _____

6. Payment

6.1 Basis of Pricing

The Basis of Pricing will be inserted at contract award as per winning bid submitted in accordance with Part 3 Section II Financial Bid - Basis of Pricing of this solicitation.

6.2 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under this Contract, the Contractor shall be paid the Firm Lot Price amounts identified below. Goods and Services Tax extra or Harmonized Sales Tax extra, as appropriate.

As and When Requested Work

Any costs incurred for "**Mechanical Site Preparation Work**" shall be paid, on an "as and when requested" basis, in accordance with *Pricing Schedule 1, 2 & 3*, after completion, inspection and acceptance of the work performed at the end of the billing period in which the work has been performed and accepted.

Canada's total liability under the "as and when requested" portion of the Contract shall not exceed \$50,000.00 per year.

The Contractor shall not be obliged to perform any work or provide any service that would cause the total liability of Canada to be exceeded without the prior written approval of the Contracting Authority. The Contractor shall notify the Contracting Authority in writing as to the adequacy of this sum when:

- (a) it is 75 percent committed, or
- (b) if the Contractor considers the funds provided are inadequate for the completion of the Work,

whichever comes first.

In the event that the notification refers to inadequate funds, the Contractor shall provide to the Contracting Authority, in writing, an estimate for the additional funds required. Provision of such notification and estimate for the additional funds does not increase Canada's liability.

No increase in the total liability of Canada or in the price of the Work resulting from any changes, modifications or interpretations of the Specifications, will be authorized or paid to the Contractor unless such changes, modifications or interpretations shall have been approved by the Minister prior to their incorporation in the Work.

6.3 SACC Manual Clauses

H1008C (2008-05-12) Monthly Payment

A9116C (2007-11-30) T1204 - Information Reporting by Contractor

A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

7. Invoicing Instructions

All invoices are to be mailed to the Technical Authority as per this contractual document and must include the Contract Number, description of work which has been completed and for which payment is being claimed, location of work and the person who requested the service, before any payments can be processed. All taxes are to be listed as separate items. Failure to submit the correct information may result in the rejection of the invoice for processing.

Payment will only be made on receipt of satisfactory invoices duly supported by any specified documents called for under this contract.

8. Certifications

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

9. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province or territory where the work is performed.

10. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2012-03-02);
- (c) Annex "A", Statement of Work - Mechanical Site Preparation - A2924-120012 ;

11. Insurance Requirements

11.1 Insurance Requirements

The Contractor must comply with the insurance requirements specified in the **following article 11.2 Commercial General Liability Insurance**. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

11.2 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply

to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

- (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
- (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- (l) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

12. Site Regulations

The Contractor must comply with all rules, instructions and directives in force on the site where the Work is performed.

13. Pre-Commencement Meeting

A pre-commencement meeting is mandatory for the Contractor **(including the supervisor)** prior to commencing any work and minutes of the meeting shall be taken. The time and place of this meeting will be determined by the Departmental Representative.

At the pre-commencement meeting, the Contractor is to supply the Departmental Representative with a copy of his safety policy as required by the applicable Provincial Occupational Safety and Health Regulations. In addition, the Contractor, is to supply their plan of operation at this meeting.

Solicitation No. - N° de l'invitation

A2924-120012/A

Amd. No. - N° de la modif.

File No. - N° du dossier

PWY-2-35283

Buyer ID - Id de l'acheteur

pw019

CCC No./N° CCC - FMS No/ N° VME

*****Please note new Bid Receiving Address below*****

NOTE TO TENDERERS: Use the mailing label below and affix it securely to the outside of the envelope or package containing your tender. For revisions to tenders submitted by facsimile (fax # (604) 775-9381), use this sheet as the cover sheet. Always ensure your company name, return address, tender number and closing date appear legibly on the outside of your bid submission.

REAL PROPERTY CONTRACTING
Public Works & Government Services Canada
******219- 800 Burrard Street******
Vancouver, B.C. V6Z 2V8

Requisition No.: A2924-120012/A
Tender Closing Date & Time: February 22, 2013 @ 1400 P.S.T.
Project Description: Mechanical Site Preparation RFP
Riske Creek, BC

TECHNICAL BID

KN

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FINANCIAL BID

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