

August 9, 2013

09-13-0003

## LETTER OF INVITATION

Dear Sir/Madam:

The Department of Indian Affairs and Northern Development (DIAND) invites you to submit a proposal for the following work:

### **Reforestation - Chilcotin Military Training Area (CMTA)**

The proposal shall be in accordance with the requirements of the attached Instructions to Bidders, Mandatory Requirements, Proposal Evaluation Criteria, Assigned Weights and Selection Methodology, Articles of Agreement, General Conditions, Supplementary Conditions, Terms of Payment, Statement of Work, and the Federal Contractor's Program for Employment Equity.

Please ensure that your proposal is complete in all respects and includes all information required for a comprehensive evaluation in accordance with the criteria described in the Selection and Evaluation Criteria attached.

*Tous les documents de cet appel d'offres sont aussi disponibles dans la langue française. / All Request for Proposal documents associated with this proposal call are also available in the French language.*

*Bidders should indicate in their proposal the official language(s) in which they can provide the services. The successful Bidder(s) must be able to provide their services in English.*

*The price(s) quoted in the financial proposal are to be expressed as an all inclusive per hectare rate(s) for the Work described in Appendix "D", Statement of Work, in accordance with the Instructions to Bidders and Appendix "C", Terms of Payment attached herein. The Total All Inclusive Per Hectare Rate(s) will be inclusive of all fees (payroll, overhead costs, profits, travel and miscellaneous costs, if any), required to complete the Work.*

The invited bidders shall not introduce in their proposal cost elements which are not requested in this proposal call.

The price(s) quoted shall include any and all applicable taxes, subject to the following:

- a) The proposal shall expressly indicate whether the Contractor is a registrant in the Federal Goods and Services Tax (TPS) Program, the Harmonized Sales Tax (HST) Program and/or the Quebec Sales Tax (QST) Program, and, if so, shall set out the registration number(s).
- b) If the bidder is so registered, the proposal shall make separate reference to any amounts to be charged on account of the Goods and Services Tax (GST), the Harmonized Sales Tax (HST) and/or the Quebec Sales Tax (QST).

Four (4) copies of your technical proposal and one (1) copy of your financial proposal (enclosed in a separate sealed envelope) shall be delivered to the following address, on or before **15:00 hrs, Pacific Daylight Time (PDT), September 18, 2013.**

## LETTER OF INVITATION

### Mailing Address:

Administration Services and Contracts  
Department of Indian Affairs and Northern Development  
600 - 1138 Melville Street  
Vancouver, BC V6E 4S3

### Location:

Administration Services and Contracts  
Department of Indian Affairs and Northern Development  
500 - 1138 Melville Street  
Vancouver, BC V6E 4S3

In order to be considered, proposals or any amendments thereto must be received at the above address on or before the exact time and date set for the receipt of proposals. Late proposals will be returned unopened to senders.

Due to enhanced security measures for visitors to the building, the Procurement Officer has made the necessary arrangements with the building security/Commissionaires to allow Bidders, who choose to deliver their proposals by hand, access to the above location address during normal business hours (8:00 am to 4:00 pm). Proposals that are sent in by mail or by courier are routed through the Departmental Mail Room.

Proposals submitted by facsimile, electronic mail or by other means of electronic transmission shall not be accepted. However, proposals may be amended by facsimile or electronic means if such amendment is received prior to the closing date and time set herein for receipt of proposals.

No extension to the closing date and time for the receipt of proposals will be given unless the Department is responsible for an omission or an error in the tender documents significant enough in nature to warrant an extension of the bid closing date to allow bidders sufficient time to review their proposals. Bidders are therefore requested to submit, in writing, any technical-type questions concerning this proposal call at least 10 working days prior to the tender closing date to enable final preparation and submission of proposals in time to meet the closing deadline.

Please note that the lowest priced, or any proposal, will not necessarily be accepted.

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the Request for Proposals (RFP), from the issue date of the solicitation up to the closing date and time, are to be directed only to Bonnie David by facsimile at 604-666-7753, or by e-mail at Bonnie.David@aandc-aadnc.gc.ca. Enquiries and other communications are not to be directed to any other government official(s).

Yours sincerely,

Bonnie David  
Contracting Officer Specialist  
Department of Indian Affairs and Northern Development  
600 - 1138 Melville Street  
Vancouver, BC V6E 4S3

Attach.

## INSTRUCTIONS TO BIDDERS

1. This Request for Proposal (RFP) package consists of the components described below:

<b>RFP PACKAGE CONTENTS</b>	
COMPONENT	DESCRIPTION
<u>Selection and Evaluation Criteria</u>	Your proposal will be evaluated against the criteria described in the Selection and Evaluation Criteria. The proposal should clearly identify whatever experience and knowledge you feel will assist the Evaluation Committee to assess your suitability in light of these criteria. Please note that your proposal is the basis of evaluation.
Articles of Agreement	This material is provided for your information only. It details the specific Contract terms and conditions you will be bound by if you are a successful Bidder. You do not need to return this information with your proposal.
Appendix A : General Conditions	
Appendix B : Supplementary Conditions	
Appendix C : Terms of Payment	
Appendix D : Statement of Work	
Annex A : Certificate of Independent Bid Determination	Bidders must complete, sign and submit, as part of their technical proposal package, the Certificate of Independent Bid Determination attached hereto as Annex "A".
Annex B : Federal Contractor's Program For Employment Equity - Certification	Contractors, who due to the size or nature of their organization must meet the terms of the program, shall submit with their proposals a copy of the completed Certification (attached as Annex "B" to this RFP package).
Annex C : CMTA Spring 2014 Reforestation Overview Map	
Annex D : CMTA Spring 2014 Pricing Table	
Annex E : CMTA Emergency Response Plan	
Annex F : CMTA Spring 2014 Planting Program Seedlings/Species Allocation Worksheet	

## INSTRUCTIONS TO BIDDERS

### 2. **Mandatory Site Visit**

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for site visit to be held on **Tuesday, August 20, 2013 at 0930 hrs, Meldrum Creek Road @ Highway 20, 47km West of Williams Lake, BC**. Bidders must communicate with the Contracting Authority no later than two business days before the scheduled visit to confirm attendance and provide the names of the person(s) who will attend. Bidders will be required to sign an attendance form. **Bidders should confirm in their bids that they have attended the site visit. Bidders who do not attend or send a representative will not be given an alternative appointment and their bids will be rejected as non-compliant.** Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

3. Bidders must provide all information necessary for DIAND to evaluate their proposals and for their proposals to be considered by DIAND, as indicated in this Request for Proposals (RFP). It is the sole responsibility of the Bidder to provide sufficient information in their proposal to enable DIAND to complete its evaluation.

4. **Four (4) copies of your technical proposal and one (1) copy of your financial proposal (enclosed in a separate sealed envelope) must be delivered on or before the date and time stipulated in the Letter of Invitation.** Electronically transmitted bids will not be accepted.

### 5. **Tender Envelope Submissions**

Bidders must clearly identify, on the envelope containing their Technical Proposal, the following:

#### **Technical Proposal**

- RFP Number: 09-13-0003
- Project Name: Reforestation - Chilcotin Military Training Area (CMTA)
- Closing Date: September 18, 2013
- *“Tender Documents Enclosed”*
- *Bidders Name and Address*

Bidders must clearly identify, on the envelope containing their Financial Proposal, the following:

#### **Financial Proposal**

- RFP Number: 09-13-0003
- Project Name: Reforestation - Chilcotin Military Training Area (CMTA)
- Closing Date: September 18, 2013
- *“Tender Documents Enclosed”*
- *Bidders Name and Address*

### 6. **Bidder’s GST/HST Registration Number**

Bidders registered in the Federal Goods and Services Tax Program or the Harmonized Sales Tax Program shall set out the registration number in their proposal.

### 7. **Language of Contractual Documents**

Should your bid be successful following the evaluation process, the language of the contractual documents will be the same as the language you chose to use in your proposal.

## INSTRUCTIONS TO BIDDERS

### 8. Proposal Signatures

In order to be considered, proposals must be signed by the Bidder or by an authorized representative of the Bidder. If a proposal is being submitted by a joint venture, the proposal must clearly state that it is submitted as a joint venture and must be signed by all members of the joint venture, or, a statement must be provided to the effect that the signatory represents all members of the joint venture.

### 9. Legal Capacity

The Bidder/Offeror must have the legal capacity to contract. If the Bidder/Offeror is a sole proprietorship, a partnership or a corporate body, the Bidder/Offeror must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to bidders/offerors submitting a bid as a joint venture.

### 10. Debriefing

A debriefing will be provided, on request, only following entry by the Department of Indian Affairs and Northern Development (DIAND) into a contractual arrangement with the successful Bidder(s). Should a Bidder desire a debriefing, the Bidder must contact Bonnie David by fax at 604-666-7753 or by email at Bonnie.David@aadnc-aadnc.gc.ca within fifteen (15) working days of receipt of notification that their bid was unsuccessful. The debriefing will include an outline of the reasons the submission was not successful, making reference to the evaluation criteria. The confidentiality of information relating to other submissions will be protected.

### 11. Bidders Recourse

If, despite the information provided during the debriefing, a Bidder is still dissatisfied with the Departments handling of the procurement, the following recourse mechanisms are available:

- 11.1 in the case of all procurements, unsuccessful bidders have the right to file a written complaint with the Departmental Procurement Review Committee, Department of Indian Affairs and Northern Development;
- 11.2 in the case of procurements subject to the Agreement on Internal Trade (AIT), the North American Free Trade Agreement (NAFTA), the World Trade Organization - Agreement on Government Procurement (WTO-AGP), the Canada - Chile Free Trade Agreement (CCFTA) or the Canada - Peru Free Trade Agreement (CPFTA), unsuccessful bidders have the right to file a written complaint with the Canadian International Trade Tribunal; and/or
- 11.3 in the case of procurements not subject to trade agreements, unsuccessful bidders have the right to bring action in Federal Court.

Bidders are requested to contact the Procurement Official identified in the Request for Proposals, Letter of Invitation for further information regarding complaint filing procedures.

### 12. Bid Validity Period

- 12.1 Bids will remain open for acceptance for a period of not less than sixty (60) days from the closing date of the bid solicitation, unless otherwise indicated by Canada in such bid solicitation.

## INSTRUCTIONS TO BIDDERS

- 12.2 Notwithstanding the bid validity period stipulated in this solicitation, Canada reserves the right to seek an extension from all responsive Bidders, within a minimum of three (3) days prior to the end of such period. Bidders shall have the option to either accept or reject the extension.
- 12.3 If the extension referred to above is accepted, in writing, by all those who submitted responsive bids, then Canada shall continue immediately with the evaluation of the bids and its approval processes.
- 12.4 If the extension referred to above is not accepted, in writing, by all those who submitted responsive bids then Canada shall, at its sole discretion, either: (a) continue to evaluate the responsive bids of those who have accepted the extension and seek the necessary approvals; or (b) cancel the solicitation; or (c) cancel and re-issue the solicitation.

### 13. Receipt and Custody of Proposals

- 13.1 Proposals must be received by the closing date and time shown in the Letter of Invitation.
- 13.2 Proposals received after the closing time will not be considered and will be returned unopened to the sender.
- 13.3 Proposals received on or before the stipulated bid solicitation closing date and time will become the property of Canada and will not be returned.
- 13.4 All proposals as described in 13.3 above are subject to the provisions of the *Access to Information Act*.

### 14. Compliance with Request for Proposals Instructions, Clauses and Conditions and Resulting Service Contract Terms and Conditions

Bidders who submit a proposal in response to this Request for Proposals agree to be bound by the instructions, clauses and conditions of this solicitation and accept the terms and conditions of the resulting Service Contract. Proposals not in compliance with this requirement will be deemed to be non-compliant and given no further consideration.

### 15. Cost Limitations

- 15.1 **Request for Proposal Stage:** Bidders who are currently under Standing Offer Agreements, Supply Arrangements or Service Contracts with other programs within DIAND for the provision of services similar to those set out in the RFP shall not offer in this proposal call rates that exceed those rates established in their current contractual agreements. Bidders may, however, introduce new rates for those time periods that are not currently covered by existing Standing Offer Agreements, Supply Arrangements or Service Contracts.
- 15.2 **Upon Award:** It is understood and agreed, that the Bidder/Contractor has not/shall not, for the purpose of this agreement, introduce time rates that exceed those rates which have been established under any other Standing Offer Agreements, Supply Arrangements or Service Contracts currently in force between the Bidder/Contractor and other programs within DIAND for the provision of similar services over the same time periods as those set out in this Contract.

### 16. Basis of Fees and Cost Quotation

- 16.1 The price quoted in the financial proposal must be expressed in terms of All Inclusive Per Hectare Fee to perform the Work under the Contract. **Annex "D" Pricing Table must be used.**

### INSTRUCTIONS TO BIDDERS

16.2 As per industry standard, the all inclusive per hectare rate(s) is a firm rate which includes all payroll, overhead costs and profits, travel and miscellaneous expenses required to complete the work. Goods and Service Tax or Harmonized Sales Tax is extra, if applicable. (Note: All inclusive per hectare rate(s) are not to be quoted as ranges)

**Payment Calculations**

**Planting Density:** A calculation is made to determine if the minimum planting density, as specified in the contract, was attained. Planting density is equivalent to the average number of trees per hectare. This is found by dividing the total number of trees planted in the plots by the total number of plots.

$$\frac{108 \text{ trees} = \text{average } 6.0 \text{ trees per plot}}{18 \text{ plots}}$$

Since plot size is 1/200<sup>th</sup> hectare; the 6.0 average trees per plot x 200 = 1200 trees per hectare.

**Planting Quality:** Planting quality is determined by dividing the total satisfactorily planted trees by the number of plantable spots, converted to a percentage.

$$\frac{PQ(\%) = 96 \text{ satisfactory trees}}{104 \text{ plantable spots}}$$

X 100 = 92.31%

**Planting Payment:** The unit price payable (PAY%) is determined by the following formula:

$$PAY \% = (PQ \% \times 1.08) - \frac{[(100 - (PQ\% \times 1.08))]^2}{8}$$

**Excess Charges:** Percent excess is calculated by dividing the excess trees by the total trees planted.

$$\frac{7 \text{ excess trees} \times 100 = 6.5\%}{108 \text{ trees planted}}$$

Excess charges are calculated using the following table to for all units, with the exception of low density (<800 sph) planting units, or as specified in the contract. Note that charges are cumulative once excess has exceeded 12%.

% Excess	Charge
0 – 7%	No Charge.
7.1% - 12%	(Excess %/100-0.07) x total trees for payment area x price per tree
>12%	(Excess %/100-0.12) x total trees for payment area x \$0.20

On low density (<800 sph) planting units a 10% tolerance is applied before charges are levied for excess trees and the following table is used to calculate excess charges. Note that charges are cumulative once excess has exceeded 15%.

**INSTRUCTIONS TO BIDDERS**

% Excess	Charge
0 – 10%	No Charge.
10.1% - 15%	(Excess %/100-0.10) x total trees for payment area x price per tree
>15%	(Excess %/100-0.12) x total trees for payment area x \$0.20

**17. Federal Contractors Program for Employment Equity – Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equality/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)) available from [Human Resources and Skills Development Canada \(HRSDC\) - Labour's](http://www.hrsdc.gc.ca) website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed Annex B Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed Annex B Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

**18. Option to Extend Contract**

- 18.1 The Contractor grants to Canada the irrevocable option to extend the term of the Contract by one (1) additional one (1) year period under the same terms and conditions.
- 18.2 Canada may exercise this option at any time by sending a notice to the Contractor at least sixty (60) calendar days prior to the Contract expiry date.
- 18.3 The Contractor agrees that, during the extended period the Contract, the rates/prices will be in accordance with the provisions of the Contract.

**19. Bidder Notification**

Bidders will be notified on MERX of the successful Contractor(s) name and address, once the Department has completed the evaluation of all valid bids received.

**20. Intellectual Property**

The Department of Indian Affairs and Northern Development has determined that there is no Intellectual Property arising from the performance of the Work under the Contract.

## **INSTRUCTIONS TO BIDDERS**

### **21. Former Public Servants In Receipt of a Lump Sum Payment or Government Pension**

Bidders who are contracting as an individual; a Corporation/Partnership or, a Sole Proprietorship with a Major Controlling Interest in the Contracting Entity that are either:

- a) a former public servant in receipt of a lump sum payment package; or
- b) a former public servant in receipt of a government pension

must provide, as part of their technical proposal, the following information regarding their status as a former public servant:

- a) if applicable, termination date, amount of lump sum payment incentive and lump sum payment period; and/or
- b) date of retirement: Month/Day/Year

### **22. Communications During Request for Proposal Tendering Period**

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the Request for Proposals (RFP), from the issue date of the solicitation up to the closing date and time, are to be directed only to Bonnie David by facsimile at 604-666-7753, or by e-mail at Bonnie.David@aandc-aadnc.gc.ca. Enquiries and other communications are not to be directed to any other government official(s).

## SELECTION AND EVALUATION CRITERIA

### A. Technical Evaluation

Bidders must ensure that their proposal provides sufficient evidence for DIAND to assess the compliance of their proposal with the following criteria, and for their proposal to be considered by DIAND as indicated in this RFP. It is the sole responsibility of Bidders to provide sufficient information in their proposals to enable DIAND to complete its evaluation. Selection and evaluation is based on a "rules of evidence" approach, such that the Bidder's proposal is the sole demonstration of the Bidder's capacity to fulfil the work as described in this RFP. No prior knowledge of, or experience with, the Bidder or the Bidder's work will be taken into consideration.

#### A.1 Mandatory Requirements

Bidders' proposals **MUST** meet **ALL** of the Mandatory Requirements in order for their proposals to be considered for further evaluation. Failure on the part of the Bidder to meet any one (1) or more of the Mandatory Requirements will result in their proposal being deemed non-compliant, with the proposal being given no further consideration:

Evaluation Number	Mandatory Criteria	Required Supporting Information	YES	NO
<b>M1</b>	Bidders must complete, sign and submit, as part of their technical proposal package, the Certificate of Independent Bid Determination attached hereto as Annex "A".	Bidders must complete, sign and submit, as part of their technical proposal package, the Certificate of Independent Bid Determination attached hereto as Annex "A".		
<b>M2</b>	It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for site visit to be held on <i>Tuesday, August 20, 2013 at 0930 hrs, Meldrum Creek Road @ Highway 20, 47km West of Williams Lake, BC</i> . Bidders must communicate with the Contracting Authority no later than two business days before the scheduled visit to confirm attendance and provide the names of the person(s) who will attend. Bidders will be required to sign an attendance form. <b>Bidders should confirm in their bids that they have attended the site visit. Bidders who do not attend or send a representative will not be given an alternative appointment and their bids will be rejected as non-compliant.</b> Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.	Attendance Form Signed at work site visit.		
<b>M3</b>	<b><u>Tree Handling Procedures</u></b>  The Bidder must provide a copy of the tree handling procedures that includes, at a minimum: <ul style="list-style-type: none"> <li>• the regular recording of tree temperature and moisture levels within the reefer,</li> <li>• the regular recording of reefer temperature,</li> <li>• a seedling box sign out/marketing system at the reefer,</li> <li>• the methods to ensure protection of seedlings during transportation from the reefer to the field caches within the planting units;</li> <li>• the methods to ensure protection of seedlings in</li> </ul>	Provide a detailed description of how the Bidder will meet the minimum specified handling procedures as described in the attached Statement of Work.		

**SELECTION AND EVALUATION CRITERIA**

	<p>field caches, and</p> <ul style="list-style-type: none"> <li>the methods that will be used to protect the seedlings while in the planting bags and during planting;</li> </ul>			
<b>M4</b>	<p><b><u>Firm Experience</u></b></p> <p>The Firm must have a minimum of 5 years experience that include one or more major timber licencee(s) and/or BC Timber Sales.</p>	<ul style="list-style-type: none"> <li>Demonstrate proof of experience acquired over the past eight (8) years demonstrating Firm meets the minimum years experience on one or more major timber licencee(s) and/or BC Timber Sales.</li> </ul>		
<b>M5</b>	<p><b><u>Health and Safety</u></b></p> <p>The Bidder must demonstrate good standing with WorkSafeBC.</p> <p>The Bidder must demonstrate their Health and Safety Assets for the protection and well being of their employees</p>	<p>Provide a current, within the last thirty (30) days, letter from WorkSafeBC confirming the bidder “Active in good standing”. This can be obtained online at: <a href="http://www.worksafebc.com/insurance/managing_your_account/clearance_letters/default.asp">http://www.worksafebc.com/insurance/managing_your_account/clearance_letters/default.asp</a></p> <p>Provide a compilation that describes the Healthy and Safety Resources the bidder has to protect their employees.</p>		
<b>M6</b>	<p><b><u>First Aid</u></b></p> <p>The Bidder must provide a list and a description of the equipment to provide first aid services for forestry field crews.</p> <p>List is to be in accordance with Worksafe BC’s Schedule 3-A, located at: <a href="http://www2.worksafebc.com/Topics/FirstAid/RegulationAndGuidelines.asp">http://www2.worksafebc.com/Topics/FirstAid/RegulationAndGuidelines.asp</a></p>	<p>Provide a list and of first aid equipment. Provide a copy of qualified personnel(s) first aid certificate(s)</p>		
<b>Resources</b>				
<b>M7</b>	<p><b><u>Project Supervisor/Manager</u></b></p> <p>The Bidder must provide a qualified project supervisor/manager. The project supervisor/ manager must have the following qualifications:</p> <ul style="list-style-type: none"> <li>A minimum of five planting seasons of project supervision experience; and</li> <li>At least six planting seasons of tree planting industry experience.</li> </ul>	<p>Demonstrate proof of five (5) planting seasons of supervisory experience and six (6) tree planting seasons. These may be concurrent.</p>		
<b>M8</b>	<p><b><u>Foreperson(s)</u></b></p> <p>The Bidder must provide a sufficient number of full-time, non-planting Forepersons to supervise crews of fifteen or less tree planters (or planting Forepersons when supervising crews of six or less tree planters). Each</p>	<p>Demonstrate proof of two (2) planting seasons of supervisory experience and five (5) tree planting seasons.</p>		

**SELECTION AND EVALUATION CRITERIA**

	<p>Foreperson must have the following qualifications:</p> <ul style="list-style-type: none"> <li>• A minimum of two planting seasons of foreperson experience; and</li> <li>• At least five planting seasons of tree planting industry experience.</li> </ul>	<p>These may be concurrent.</p>		
<b>M9</b>	<p><b><u>Equipment Inventory</u></b></p> <p>The Bidder must demonstrate how they will meet minimum specifications for equipment as detailed in the Statement of Work.</p>	<p>The Bidder must provide a detailed description of how they will provide the necessary equipment while meeting minimum specifications as described in the attached Statement of Work.</p>		

**A.2 Rated Requirements**

Proposals meeting **ALL** mandatory requirements will be evaluated and point-rated against the following point-rated criteria, using the evaluation factors and weighting indicators specified for each criterion. Evaluation in response to these criteria is based on a "rules of evidence" approach; that is, the DIAND Evaluation Committee may only evaluate a Bidder on the basis of the contents of the Bidder's submitted proposal, and **NOT** on any prior knowledge or experience with the Bidder or the Bidder's work. It is the responsibility of the Bidder to ensure the completeness, clarity, and provision of sufficiently detailed evidence to enable the DIAND Evaluation Committee to evaluate the Bidder's proposal on basis of the criteria contained within.

1. Contractor/Firm

1.1 Experience on similar projects that include one or more major timber licensees and/or BC Timber Sales (government and private sector) in British Columbia. (20)

Point rated as follows:

For 5 years experience (5)

For every year of experience over 5 years, 1 point will be awarded to a maximum of 10 additional points (10)

For experience in 3 or more similar (major timbre licence) projects an additional 5 points will be awarded. (5)

2. Project Team (25)

2.1 Amount of resources the bidder will use to complete the planting of 2.5 to 3 million tree's within a 6 week time frame.

No description provided (0)

A basic description of resources (5)

A thorough description of resources that will be dedicated to the project. (10)

2.2 Amount of resources to be dedicated to tree planting.

30-49 tree planters = 5points

## SELECTION AND EVALUATION CRITERIA

50-69 tree planters = 10 points

70+ tree planters = 15 points

### 3. Proposal (11)

#### 3.1 The depth and detail of the proposal which demonstrates an understanding of the size and scope of the work and the approach. (6)

Does not demonstrate understanding and/or outline the approach to the work (0)

Basic understanding, does not include sufficient detail (2)

Demonstrates an understanding of the scope and clearly demonstrates (4)

Exceeds understanding, shows thorough knowledge of ability to work on project of this size (6)

#### 3.2 Bidders should include a Table of Contents that corresponds to both the Mandatory and Rated Criteria (5)

Does not include (0)

Includes, lacks detail; page numbers, tabs etc. (2)

Includes, page numbers correspond to Mandatory and Rated Criteria, tab dividers included (5)

### 4. Local Aboriginal Involvement (8)

Bidders proposals should outline a plan of how local Aboriginals will be involved in the project. The plan will be evaluated on:

Proposed level of involvement and/or employment of local Aboriginal persons that will maximize Aboriginal involvement;

Does not indicate any level of involvement and/or employment (0)

Indicates involvement and/or employment; clear plan (2)

Proposed effort to utilize local Aboriginal businesses and resources;

Does not propose utilizing local Aboriginal businesses and resources (0)

Indicates an effort to utilize local Aboriginal businesses and resources (2)

Proposed training opportunities for local Aboriginal persons;

No training opportunities (0)

Training opportunities outlined (2)

## **SELECTION AND EVALUATION CRITERIA**

Experience working with Aboriginal persons and/or groups

No experience (0)

Experience (2)

### **A.3 Pass-mark**

In order to be judged acceptable, proposals must achieve a pass-mark of 70% (45/64) in the evaluation of rated requirements.

### **B. Selection**

Only acceptable proposals will be considered.

The acceptable proposal(s) which offers the lowest total price will be deemed to represent best value to the Department.



## ARTICLES OF AGREEMENT

**Contract Number** 09-13-0003

**File Number** 1632-11/09-13-0003

**These Articles of Agreement** are made as of **Upon Award, between Her Majesty The Queen** in right of Canada (referred to in the Contract as "Her Majesty") represented by the Minister of Indian Affairs and Northern Development (referred to in the Contract as the "Minister")

and

[Contractor's Name]  
[Street Address]  
[City] , BC [Postal Code]

(referred to in the Contract as the "Contractor").

Her Majesty and the Contractor agree as follows:

### **A1 CONTRACT**

- 1.1 The following documents and any amendments relating thereto form the Contract between Her Majesty and the Contractor:
  - 1.1.1 these Articles of Agreement;
  - 1.1.2 the document attached hereto as Appendix "A" and titled "General Conditions", referred to herein as the General Conditions;
  - 1.1.3 the document attached hereto as Appendix "B" and titled "Supplementary Conditions", referred to herein as the Supplementary Conditions;
  - 1.1.4 the document attached hereto as Appendix "C" and titled "Terms of Payment", referred to herein as the Terms of Payment;
  - 1.1.5 the document attached hereto as Appendix "D" and titled "Statement of Work", referred to herein as the Statement of Work;
  - 1.1.6 the document attached hereto as Annex "A" and titled "Certificate of Independent Bid Determination", referred to herein as the Certificate of Independent Bid Determination;
  - 1.1.7 the document attached hereto as Annex "B" and titled "Federal Contractors Program for Employment Equity - Certification", referred to herein as the Federal Contractors Program for Employment Equity - Certification;
  - 1.1.8 the document attached hereto as Annex "C" and titled "CMTA Spring 2014 Reforestation Overview Map", referred to herein as the CMTA Spring 2014 Reforestation Overview Map;
  - 1.1.9 the document attached hereto as Annex "D" and titled "CMTA Spring 2014 Pricing Table", referred to herein as the CMTA Spring 2014 Pricing Table;
  - 1.1.10 the document attached hereto as Annex "E" and titled "CMTA Emergency Response Plan", referred to herein as the CMTA Emergency Response Plan;

## **ARTICLES OF AGREEMENT**

1.1.11 the document attached hereto as Annex "F" and titled "CMTA Spring 2014 Planting Program Seedlings/Species Allocation Worksheet", referred to herein as the CMTA Spring 2014 Planting Program Seedlings/Species Allocation Worksheet.

1.2 In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the wording of the document that first appears on the above list shall prevail over the wording of a document subsequently appearing on the list.

### **A2 DATE OF COMPLETION OF WORK AND DESCRIPTION OF WORK**

2.1 The Contractor shall, between the date of these Articles of Agreement and **June 30, 2013**, perform and complete with care, skill, diligence and efficiency the work that is described in the Statement of Work.

### **A3 CONTRACT AMOUNT**

3.1 Subject to the terms and conditions of this Contract and in consideration for the performance of the work, Her Majesty shall pay to the Contractor:

3.1.1 a sum not to exceed **\$0.00**.

### **A4 APPROPRIATE LAW**

4.1 This Contract shall be governed by and construed in accordance with laws in force in the Province of British Columbia and the laws of Canada as applicable.

### **A5 DEPARTMENTAL REPRESENTATIVE**

5.1 For the purpose of the Contract, the Minister hereby designates [**Departmental Representative**] , as the Departmental Representative.

**ARTICLES OF AGREEMENT**

This Contract has been executed on behalf of the Contractor and on behalf of Her Majesty the Queen in right of Canada by their duly authorized officers.

**SIGNED, SEALED AND DELIVERED**

by \_\_\_\_\_ Bonnie David, Contracting Officer Specialist

in the presence of \_\_\_\_\_

Date \_\_\_\_\_

**SIGNED, SEALED AND DELIVERED**

by \_\_\_\_\_ the Contractor

in the presence of \_\_\_\_\_

Date \_\_\_\_\_

**APPENDIX "A"**  
**GENERAL CONDITIONS**

**GC1 INTERPRETATION**

## 1.1 In the Contract,

- 1.1.1 "Contract" means the Contract documents referred to in the Articles of Agreement;
- 1.1.2 "invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement thereof;
- 1.1.3 "Minister" includes a person acting for, or if the office is vacant, in place of the Minister and the Minister's successors in the office, and the Minister's or their lawful deputy and any of the Minister's or their representatives appointed for the purpose of the Contract;
- 1.1.4 "work", unless otherwise expressed in the Contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the Contract;
- 1.1.5 "Departmental Representative" means the officer or employee of Her Majesty who is designated by the Articles of Agreement and includes a person authorized by the Departmental Representative to perform any of the Departmental Representative's functions under the Contract;
- 1.1.6 "prototypes" includes models, patterns and samples;
- 1.1.7 "technical documentation" means designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer print-outs.

**GC2 SUCCESSORS AND ASSIGNS**

- 2.1 The Contract shall inure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns.

**GC3 ASSIGNMENT**

- 3.1 The Contract shall not be assigned in whole or in part by the Contractor without the prior written consent of the Minister and any assignment made without that consent is void and of no effect.
- 3.2 No assignment of the Contract shall relieve the Contractor from any obligation under the Contract or impose any liability upon Her Majesty or the Minister.

**GC4 TIME OF THE ESSENCE**

- 4.1 Time is of the essence of the Contract.
- 4.2 Any delay by the Contractor in performing the Contractor's obligations under the Contract which is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay. Events may include, but are not restricted to: acts of God, acts of Her Majesty, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.

**APPENDIX "A"****GENERAL CONDITIONS**

- 4.3 The Contractor shall give notice to the Minister immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the work affected by the delay. When requested to do so by the Departmental Representative, the Contractor shall deliver a description, in a form satisfactory to the Minister, of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavour to prevent any further delay. Upon approval in writing by the Minister of the work-around plans, the Contractor shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay.
- 4.4 Unless the Contractor complies with the notice requirements set forth in the Contract, any delay that would constitute an excusable delay shall be deemed not to be an excusable delay.
- 4.5 Notwithstanding that the Contractor has complied with the requirements of GC4.3, Her Majesty may exercise any right of termination contained in GC7.

**GC5 INDEMNIFICATION**

- 5.1 The Contractor shall indemnify and save harmless Her Majesty and the Minister from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, error, omission or delay on the part of the Contractor, the Contractor's servants or agents in performing the work or as a result of the work.
- 5.2 The Contractor shall indemnify Her Majesty and the Minister from all costs, charges and expenses whatsoever that Her Majesty sustains or incurs in or about all claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Contractor's obligations under the Contract, and in respect of the use of or disposal by Her Majesty of anything furnished pursuant to the Contract.
- 5.3 The Contractor's liability to indemnify or reimburse Her Majesty under the Contract shall not affect or prejudice Her Majesty from exercising any other rights under law.

**GC6 NOTICES**

- 6.1 Where in the Contract any notice, request, direction, or other communication is required to be given or made by either party, it shall be in writing and is effective if delivered in person, sent by registered mail, by facsimile, electronic mail or other means of electronic transmission, addressed to the party for whom it is intended at the address mentioned in the Contract, and any notice, request, direction or other communication shall be deemed to have been given if by registered mail, when the postal receipt is acknowledged by the other party; by facsimile, electronic mail or other means of electronic transmission, when transmitted. The address of either party may be changed by notice in the manner set out in this provision.

**GC7 TERMINATION OR SUSPENSION**

- 7.1 The Minister may, by giving notice to the Contractor, terminate or suspend the work with respect to all or any part or parts of the work not completed.
- 7.2 All work completed by the Contractor to the satisfaction of Her Majesty before the giving of such notice shall be paid for by Her Majesty in accordance with the provisions of the Contract and, for all work not completed before the giving of such notice, Her Majesty shall pay the Contractor's costs as determined under the provisions of the Contract and, in addition, an amount representing a fair and reasonable fee in respect of such work.

**APPENDIX "A"****GENERAL CONDITIONS**

- 7.3 In addition to the amount which the Contractor shall be paid under GC7.2, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by or to which the Contractor is subject with respect to the work.
- 7.4 Payment and reimbursement under the provisions of GC7 shall be made only to the extent that it is established to the satisfaction of the Minister that the costs and expenses were actually incurred by the Contractor and that the same are fair and reasonable and are properly attributable to the termination or suspension of the work or the part thereof so terminated.
- 7.5 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the Contract price applicable to the work or the particular part thereof.
- 7.6 The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the Minister under the provisions of GC7 except as expressly provided therein.

**GC8 TERMINATION DUE TO DEFAULT OF CONTRACTOR**

- 8.1 Her Majesty may, by notice to the Contractor, terminate the whole or any part of the work if:
- 8.1.1 the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or
- 8.1.2 the Contractor fails to perform any of the Contractor's obligations under the Contract, or, in the Minister's view, so fails to make progress as to endanger performance of the Contract in accordance with its terms.
- 8.2 In the event that Her Majesty terminates the work in whole or in part under GC8.1, Her Majesty may arrange, upon such terms and conditions and in such manner as Her Majesty deems appropriate, for the work to be completed that was so terminated, and the Contractor shall be liable to Her Majesty for any excess costs relating to the completion of the work.
- 8.3 Upon termination of the work under GC8.1, the Minister may require the Contractor to deliver and transfer title to Her Majesty, in the manner and to the extent directed by the Minister, any finished work which has not been delivered and accepted prior to such termination and any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfillment of the Contract. Her Majesty shall pay the Contractor for all such finished work delivered pursuant to such direction and accepted by Her Majesty, the cost to the Contractor of such finished work plus the proportionate part of any fee fixed by the said Contract and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or work-in-process delivered to Her Majesty pursuant to such direction. Her Majesty may withhold from the amounts due to the Contractor such sums as the Minister determines to be necessary to protect Her Majesty against excess costs for the completion of the work.
- 8.4 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the Contract price applicable to the work or the particular part thereof.

**APPENDIX "A"****GENERAL CONDITIONS**

8.5 If, after the Minister issues a notice of termination under GC8.1, it is determined by the Minister that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to GC7.1 and the rights and obligations of the parties hereto shall be governed by GC7.

**GC9 ACCOUNTS AND AUDITS**

9.1 The Contractor shall keep proper accounts and records of the cost of the work and of all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers, which shall at reasonable times be open to audit and inspection by the authorized representatives of the Minister who may make copies and take extracts therefrom.

9.2 The Contractor shall afford facilities for audit and inspection and shall furnish the authorized representatives of the Minister with such information as the Minister or they may from time to time require with reference to the documents referred to herein.

9.3 The Contractor shall not dispose of the documents referred to herein without the written consent of the Minister, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the Contract or, in the absence of such specification, for a period of two years following completion of the work.

**GC10 CONFLICT OF INTEREST**

10.1 The Contractor declares that the Contractor has no pecuniary interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the work. Should such an interest be acquired during the life of the Contract, the Contractor shall declare it immediately to the Departmental Representative.

**GC11 CONTRACTOR STATUS**

11.1 This is a Contract for the performance of a service and the Contractor is engaged under the Contract as an independent Contractor for the sole purpose of providing a service. Neither the Contractor nor any of the Contractor's personnel are engaged by the Contract as an employee, servant or agent of Her Majesty. The Contractor agrees to be solely responsible for any and all payments and/or deductions required to be made including those required for Canada or Quebec Pension Plans, Employment Insurance, Workmen's Compensation, or Income Tax.

**GC12 WARRANTY BY CONTRACTOR**

12.1 The Contractor warrants that the Contractor is competent to perform the work required under the Contract in that the Contractor has the necessary qualifications including the knowledge, skill and ability to perform the work.

12.2 The Contractor warrants that the Contractor shall provide a quality of service at least equal to that which Contractors generally would expect of a competent Contractor in a like situation.

**GC13 AMENDMENTS**

13.1 No amendment of the Contract nor waiver of any of the terms and provisions shall be deemed valid unless effected by a written amendment.

**APPENDIX "A"**  
**GENERAL CONDITIONS**

**GC14 ENTIRE AGREEMENT**

- 14.1 The Contract constitutes the entire agreement between the parties with respect to the subject matter of the Contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the Contract.

**APPENDIX "B"****SUPPLEMENTARY CONDITIONS****SC1 RELEASE AND DISCLOSURE OF PROPRIETARY, PERSONAL AND THIRD PARTY INFORMATION**

- 1.1 The Contractor shall keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, including any information that is proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work where copyright or any other intellectual property rights in such information (except a licence) vests in Canada under the Contract.
- 1.2 The Contractor shall not disclose any such information to any person without the written permission of the Minister, except that the Contractor may disclose to an authorized subcontractor information necessary for the performance of the Subcontract, on the condition that the subcontractor agrees that it will be used solely for the purposes of such Subcontract.
- 1.3 Information provided to the Contractor by or on behalf of Canada shall be used solely for the purpose of the Contract and shall remain the property of Canada or the third party, as the case may be. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, together with every copy, draft, working paper and note thereof that contains such information, upon completion or termination of the Contract or at such earlier time as the Minister may require.
- 1.4 Subject to the *Access to Information Act*, R.S.C. 1985, and, to any right of Canada under this Contract to release or disclose, Canada shall not release or disclose any information delivered to Canada under the Contract that is proprietary to the Contractor or a Subcontractor including personal and third party information.

**SC2 SALES TAX**

- 2.1 These services are being purchased with public (Canada) funds for the use of a federal government department and as such, with the exception of the province of Quebec, are not subject to the payment of provincial ad valorem sales and consumption taxes levied by the province or territory in which the taxable services are delivered.

**SC3 IDENTIFICATION/ACCESS CARD**

- 3.1 A Contractor who has been issued a departmental Identification/Access Card must return it to the appropriate Security Section upon termination or completion of the Contract services and/or on the date that the card expires.

**SC4 OFFICIAL LANGUAGES**

- 4.1 Any Contractor who carries out work on behalf of DIAND or Indian, Oil and Gas Canada (IOGC) in a location where the Department or Agency is required to provide services or communications to the public in both official languages, must also do so in both official languages. In DIAND, those locations are its regional offices located in Amherst, Quebec, the National Capital Region (NCR), Toronto, Winnipeg, Regina, Edmonton, Vancouver, Iqaluit, Yellowknife and Whitehorse and in IOGC, the Calgary regional office.
- 4.2 Contractors must also respect the right of employees to work in the language of their choice and respect the language(s) of work in each region. To that end, Contractors must be able to provide their services in the working language of each region and in the two official languages of the National Capital Region (NCR). In DIAND, the languages of work in the NCR are English and French; in the Quebec regional office, French; and English in all other departmental regional offices and in the IOGC regional office.

**APPENDIX "B"****SUPPLEMENTARY CONDITIONS****SC5 NON-RESIDENTS WHO PERFORM SERVICES IN CANADA**

- 5.1 The Contractor agrees that, pursuant to the provisions of the Income Tax Act, Canada is empowered to withhold an amount of 15 percent of the price to be paid to the Contractor, if the Contractor is a non-resident Contractor identified in said Act and will perform services in Canada. This amount will be held on account with respect to any liability for taxes which may be owed to Canada. In addition, an amount of 9 percent may be withheld for provincial income tax purposes from non-residents providing services in the Province of Quebec.

**SC6 CRIMINAL CODE OF CANADA**

- 6.1 The Contractor certifies that it has not lost capacity to Contract with Her Majesty pursuant to Section 750 of the Criminal Code of the Canada.

**SC7 GENDER-BASED ANALYSIS**

- 7.1 The Contractor shall familiarize itself with the DIAND Gender-Based Analysis Policy <http://www.ainc-inac.gc.ca/ai/gba/gnd-eng.asp> and when performing the Contract Work shall take into account gender considerations described in the DIAND Gender-Based Analysis Policy that are applicable to the Contract Work. The Contractor may consult with the Departmental Representative with respect to the DIAND Gender-Based Analysis Policy in order to ensure compliance with the DIAND Gender-Based Analysis Policy.
- 7.2 Where applicable, DIAND will conduct a gender-based analysis in accordance with the DIAND Gender-Based Analysis Policy. The Departmental Representative will inform the Contractor of any gender equality issues that arise as a direct result of the Contract Work.
- 7.3 If the Contractor becomes aware of any gender equality issues that have not been identified through a gender-based analysis conducted by DIAND, the Contractor shall inform the Departmental Representative in writing and in a timely fashion.

**SC8 CERTIFICATION - CONTINGENCY FEES**

- 8.1 The Contractor certifies that it has not directly or indirectly paid or agreed to pay and covenants that it will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtaining of this Contract to any person other than an employee acting in the normal course of the employee's duties.
- 8.2 All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the Contract shall be subject to the Accounts and Audit provisions of the Contract.
- 8.3 If the Contractor certifies falsely under this section or is in default of the obligations contained therein, the Minister may either terminate this Contract or recover from the Contractor by way of reduction to the Contract price or otherwise the full amount of the contingency fee.
- 8.4 In this section:
- 8.4.1 "contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a Government Contract or negotiating the whole or any part of its terms.
- 8.4.2 "employee" means a person with whom the Contractor has an employer/employee relationship.

**APPENDIX "B"****SUPPLEMENTARY CONDITIONS**

- 8.4.3 "person" includes an individual or group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the Lobbyist Registration Act R.S. 1985 c.44 (4th Supplement) as the same may be amended from time to time.

**SC9 FORMER PUBLIC SERVANTS**

9.1 It is a term of the Contract:

- 9.1.1 that the Contractor has declared to the Departmental Representative whether the Contractor has received a lump sum payment made pursuant to any work force reduction program, including but not limited to the Work Force Adjustment Directive, the Early Departure Incentive Program, the Early Retirement Incentive Program or the Executive Employment Transition Program, which has been implemented to reduce the public service;
- 9.1.2 that the Contractor has informed the Departmental Representative of the terms and conditions of that work force reduction program, pursuant to which the Contractor was made a lump sum payment, including the termination date, the amount of the lump sum payment and the rate of pay on which the lump sum payment was based, and
- 9.1.3 that the Contractor has informed the Departmental Representative of any exemption in respect of the abatement of a Contract fee received by the Contractor under the Early Departure Incentive Program Order.

**SC10 INTELLECTUAL PROPERTY**

10.1 The Department of Indian Affairs and Northern Development has determined that there is no Intellectual Property arising from the performance of the Work under the Contract.

**SC11 FEDERAL GOODS AND SERVICES TAX (GST)/HARMONIZED SALES TAX (HST) PROGRAM**

11.1 The Contractor certifies that he or she has registered under the GST/HST Program.

**SC12 CONFLICT OF INTEREST AND POST-EMPLOYMENT CODE**

12.1 **For the services of an Individual:** No individual for whom the post-employment provisions of the *Conflict of Interest Act*, the *Conflict of Interest and Post-Employment Code for Public Office Holders*, the *Values and Ethics Code for the Public Service*, or the *Conflict of Interest and Post-Employment Code for the Public Service* apply shall derive any direct benefit from this Contract unless that individual is in compliance with the applicable post-employment provisions; and

that during the terms of the Contract any persons engaged in the course of carrying out this Contract shall conduct themselves in compliance with the principles of the *Conflict of Interest Act*, the *Values and Ethics Code for the Public Service*, the *Conflict of Interest and Post-Employment Code for Public Office Holders* which are the same as those in the *Conflict of Interest and Post-Employment Code for the Public Service*, with the addition that decisions shall be made in the public interest and with regard to the merits of each case. Should an interest be acquired during the life of the Contract that would cause a conflict of interest or seem to cause a conflict of interest or seem to cause a departure from the principles, the Contractor shall declare it immediately to the Departmental Representative.

12.2 **For the services of a Firm:** It is a term of this Contract that no individual for whom the post-employment provisions of the *Conflict of Interest Act*, the *Conflict of Interest and Post-Employment Code for Public Office Holders*, the *Values and Ethics Code for the Public Service*, or the *Conflict of Interest and Post-Employment Code for the Public Service* apply, shall derive any direct benefit from this Contract unless that individual is in compliance with the applicable post-employment provisions.

**APPENDIX "B"**

**SUPPLEMENTARY CONDITIONS**

**SC13 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – DEFAULT BY CONTRACTOR**

- 13.1 The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and HRSDC-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by HRSDC will constitute the Contractor in default as per the terms of the Contract.

**APPENDIX "C"**  
**TERMS OF PAYMENT**

**TP1** Payment for the satisfactory performance of the work under this agreement shall be based on the following:

<b>Cut Block #</b>	<b>Estimated Area (Ha)</b>	<b>Price Per Hectare (\$)</b>	<b>Total Price for Cut Block</b>
<b>A1</b>	235.95		
<b>A5</b>	23.32		
<b>A8-A</b>	60.24		
<b>A8-B</b>	6.33		
<b>B1</b>	58.53		
<b>B2</b>	152.09		
<b>B3</b>	10.84		
<b>B4</b>	2.08		
<b>B5</b>	17.15		
<b>B6</b>	80.81		
<b>C1</b>	29.70		
<b>D1</b>	55.82		
<b>D2</b>	208.09		
<b>D21B</b>	18.84		
<b>D22</b>	60.08		
<b>D23</b>	37.48		
<b>D24</b>	206.15		
<b>D3</b>	200.50		
<b>D30</b>	25.59		
<b>D30S</b>	13.38		
<b>D32</b>	171.16		
<b>D4</b>	59.56		
<b>E1</b>	115.34		
<b>E2</b>	51.37		
<b>E3</b>	88.75		
<b>Totals</b>	<b>1989.15</b>		

Fixed Fees ..... **\$0.00**

Maximum GST Payable (5%) ..... **\$0.00**

**Total Contract Value** ..... **\$0.00**

As per industry standard, the all inclusive per hectare rate(s) is a firm rate which includes all payroll, overhead costs and profits, travel and miscellaneous expenses required to complete the work. Goods and Service Tax or Harmonized Sales Tax is extra, if applicable. (Note: All inclusive per hectare rate(s) are not to be quoted as ranges)

**APPENDIX "C"**  
**TERMS OF PAYMENT**

Payment Calculations

**Planting Density:** A calculation is made to determine if the minimum planting density, as specified in the contract, was attained. Planting density is equivalent to the average number of trees per hectare. This is found by dividing the total number of trees planted in the plots by the total number of plots.

$$\frac{108 \text{ trees} = \text{average } 6.0 \text{ trees per plot}}{18 \text{ plots}}$$

Since plot size is 1/200<sup>th</sup> hectare; the 6.0 average trees per plot x 200 = 1200 trees per hectare.

**Planting Quality:** Planting quality is determined by dividing the total satisfactorily planted trees by the number of plantable spots, converted to a percentage.

$$\frac{PQ(\%) = 96 \text{ satisfactory trees}}{104 \text{ plantable spots}}$$

$$X 100 = 92.31\%$$

**Planting Payment:** The unit price payable (PAY%) is determined by the following formula:

$$PAY \% = \frac{(PQ \% \times 1.08) - [(100 - (PQ\% \times 1.08))^2]}{8}$$

**Excess Charges:** Percent excess is calculated by dividing the excess trees by the total trees planted.

$$\frac{7 \text{ excess trees} \times 100 = 6.5\%}{108 \text{ trees planted}}$$

Excess charges are calculated using the following table to for all units, with the exception of low density (<800 sph) planting units, or as specified in the contract. Note that charges are cumulative once excess has exceeded 12%.

% Excess	Charge
0 – 7%	No Charge.
7.1% - 12%	(Excess %/100-0.07) x total trees for payment area x price per tree
>12%	(Excess %/100-0.12) x total trees for payment area x \$0.20

**APPENDIX "C"**  
**TERMS OF PAYMENT**

On low density (<800 sph) planting units a 10% tolerance is applied before charges are levied for excess trees and the following table is used to calculate excess charges. Note that charges are cumulative once excess has exceeded 15%.

% Excess	Charge
0 – 10%	No Charge.
10.1% - 15%	(Excess %/100-0.10) x total trees for payment area x price per tree
>15%	(Excess %/100-0.12) x total trees for payment area x \$0.20

- TP2** Administration fees are not reimbursable under this agreement as the all inclusive per hectare rate(s) is a firm rate specified in TP1 and is inclusive of all payroll, overhead and administration costs and profits required to complete the Work.
- TP3** This Contract value shall not be exceeded without the approval of the Contract signing authority.
- TP4** Payments in accordance with the Terms of Payment herein will be made to the Contractor upon receipt of invoices therefor approved by the Departmental Representative for satisfactory performance of this agreement. It is understood and agreed that the Departmental Representative shall be the final judge concerning the quality and acceptability of the work.
- TP5** Payment will be issued to the Contractor 30 days after the work (or part thereof, where provided for under TP1) is satisfactorily completed and an invoice received therefor. Where payment is not made within the 30 day payment period, and where the government is responsible for the delay, interest will be paid on the invoice amount at the Bank of Canada rate in effect on the date on which the amount is paid, plus 3%.
- TP6** Interest is payable on acceptable invoices that are not paid within the 30 day payment period. Interest will not be paid on invoices paid within the 30 day payment period. Interest will not be paid on an interim basis; nor will interest be paid on interest charges.
- TP7** The period for which interest will be paid will be from the day after the end of the 30 day payment period to the date that payment is issued. In respect of interest amounts which are less than ten dollars (\$10.00) in value, said interest shall not be paid unless the Contractor so demands by means of written communication to the Departmental Representative. Interest payments in excess of ten dollars (\$10.00) will be paid automatically.

**APPENDIX "C"****TERMS OF PAYMENT****TP8 FEDERAL GOODS AND SERVICES TAX (GST)/HARMONIZED SALES TAX (HST) REGISTRANTS AND NON-REGISTRANTS**

8.1 **GST or HST Registrants:** Any amount levied against Her Majesty in respect of the federal Goods and Services Tax (GST) or Harmonized Sales Tax (HST) shall be shown separately on all invoices and claims for progress payments submitted by the Contractor. The appropriate GST or HST levy shall be paid from the Government of Canada Refundable Advance Account to the Contractor in addition to the amounts paid from the departmental appropriation for the work done. The Contractor agrees to remit the GST or HST to the Canada Customs and Revenue Agency.

or,

8.2 **Non GST or HST Registrants:** Any amount to be levied by a non-GST or HST Registrant against Her Majesty in respect of the federal Goods and Services Tax (GST) or the Harmonized Sales Tax (HST) shall be shown separately on all invoices and claims for progress payments submitted by the Contractor. The appropriate GST or HST levy and the amounts for the work done shall be paid directly from the departmental appropriation to the Contractor.

**TP9 METHOD OF PAYMENT AND INVOICING INSTRUCTIONS****Progress Payments**

Payment shall be made to the Contractor upon satisfactory completion of the Work, acceptance of all Contract deliverables and compliance with the Invoicing Instructions specified herein.

**9.1 Invoicing Instructions**

9.1.1 Two copies of the Contractor's invoice and all required receipts shall be submitted to:

Lands and Economic Development  
Department of Indian Affairs and Northern Development  
Room 600 - 1138 Melville Street  
Vancouver, British Columbia V6E 4S3

9.1.2 Pursuant to paragraph 221 (1) (d) of the *Income Tax Act*, payments made by departments and agencies under applicable service Contracts must be reported on a T1204 supplementary slip. To comply with this requirement, Contractors are required to provide the following information on each invoice:

- a) the legal name of the entity or individual, as applicable, i.e. the name associated with the Social Insurance Number or Business Number (BN), as well as the address and the postal code;
- b) the status of the Contractor, i.e. individual, unincorporated business, or corporation;
- c) for individuals and unincorporated businesses, the Contractor's SIN and, if applicable, the BN or if applicable, the Goods and Services Tax (GST) Harmonized Sales Tax (HST) number;
- d) for corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown; and
- e) the following certification signed by the Contractor or an authorized officer:  
"I certify that I have examined the information provided above, including the legal name, address, and Canada Customs and Revenue Agency identifier, c) or d) as applicable, and that it is correct and complete, and fully discloses the identification of this Contractor."

Invoice Payment will only be made upon receipt and acceptance of the above noted documentation.

## **APPENDIX "D"**

### **STATEMENT OF WORK**

#### **SW1 BACKGROUND**

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) and is used as a military training area. The management of forest resources on this property is the responsibility of the Department of Indian Affairs and Northern Development Canada (DIAND) through an Order-in-Council P.C. O.I.C 1961-807.

In the summer of 2010, approximately 15,000 hectares of Douglas-fir dominated stands in the eastern half of the property were damaged by a severe crown fire and a light to severe ground fire. In addition, in the last decade, this property has also been adversely impacted and approximately 10,000 hectares of Lodgepole pine dominated stands in the western half of the property have been damaged by the Mountain Pine Beetle (MPB).

As a result, DIAND has initiated a reforestation program on the property as part of DIAND's due diligence to rehabilitate the forested land base. Re-forestation maps of the CMTA may be found in Annex C – CMTA Spring 2014 Reforestation Overview Map.

#### **SW2 OBJECTIVE(S)**

DIAND is looking to establish a contract for a period of up to one (1) year to carry out reforestation services in support of DIAND's due diligence to rehabilitate the forested land base.

The objectives are to qualify the supplier(s) in the re-forestation services to plant in the appropriate microsites on cut blocks which have been identified in Annex "D" – CMTA Spring 2014 -Pricing Table. This will include 2014 spring planting for of the following tree species by hectare for artificial regeneration:

- Lodgepole Pine
- Douglas Fir - Interior
- Ponderosa Pine

The timing for planting of two million three hundred thousand (2.3M) to three million (3M) trees is within six (6) weeks of snow and frost free conditions and approval from the Departmental Representative to commence work. This is estimated to be mid April 2014 to early May 2014.

#### **SW3 SCOPE OF WORK**

The Contractor shall perform the following to the satisfaction of the Departmental Representative:

##### **Site Personnel**

Before commencing operations on any of the field work sites notify the Departmental Representative of the name of the person(s) who will be responsible for supervising operations on those sites and who will be present on site at all times ("the Project Supervisor") and the name of an alternate(s) should the Project Supervisor not be on site, and must notify the Departmental Representative of any change to the Project Supervisor or alternate within five (5) calendar days of making the change.

## **APPENDIX "D"**

### **STATEMENT OF WORK**

Ensure:

- The Project Supervisor/Manager has a minimum of five planting seasons of project supervision experience and at least six planting seasons of tree planting industry experience;
- There is sufficient number of full-time, non-planting Forepersons to supervise crews of fifteen or less tree planters (or planting Forepersons when supervising crews of six or less tree planters). At a minimum, Forepersons must have two planting seasons of Foreperson experience; and one planting season of tree planting experience;
- A minimum of 60% of the Planters shall have one or more planting seasons of planting experience;
- There is a minimum of one full-time, non-planting Tree Runner who will be responsible for the delivery of trees and keeping tree handling/stock tracking records current. The Tree Runner must have one or more tree planting season's experience. The Foreperson(s) may also be a Tree Runner. Proof of experience shall be provided to the departmental representative prior to work commencing;
- There is a minimum of one experienced full-time, non-planting Quality Checker. The Quality Checker must have at least two tree planting seasons experience and two seasons with quality checking experience. Proof of experience shall be provided to the departmental representative prior to work commencing

#### **Aboriginal Involvement**

Efforts should be made to utilize local Aboriginal businesses and resources. Personnel should include Aboriginal persons and training opportunities to maximize Aboriginal involvement.

#### **Environmental Emergency Response Plan**

Before commencing operations at the site, prepare an environmental emergency response plan (ERP) consistent with the approved federal standard as provided by the Departmental Representative and included in Annex "F" – CMTA - Emergency Response Plan .

The ERP shall be provided to the Departmental Representative upon request, prior to commencing operations at the site.

#### **Protection of the Environment**

If the Contractor encounters circumstances such as weather conditions or site factors where the Contractor knows or should reasonably know that proceeding with the Work may, directly or indirectly cause environmental damage, the Contractor shall:

- Immediately suspend such Work;
- Immediately advise the Departmental Representative of the suspension and circumstances;
- Immediately Advise the BC Provincial Emergency Program authorities
  - 1-800-663-3456
  - <http://www.pep.bc.ca/contacts/contact.html>
- Not proceed with such work until the Departmental Representative so instructs; and
- Upon the Departmental Representative's instruction to proceed with such work, do so in accordance with the Departmental Representative's instructions.

#### **Fire Protection**

- Take every precaution to prevent unintentional fire from occurring on or about the work area(s); and
- No personnel smokes except in areas that are free of or fully cleared of all flammable material;
- Fire tool equipment is to be consistent with BC Wildfire Regulations located here:  
[http://www.bclaws.ca/Recon/document/ID/freeside/11\\_38\\_2005](http://www.bclaws.ca/Recon/document/ID/freeside/11_38_2005)

## **APPENDIX "D"**

### **STATEMENT OF WORK**

#### **Wildlife Danger Tree Assessments**

- Perform any required Wildlife Danger Tree Assessments; and
- Perform any follow-up work such as snag falling and no work zone ribboning to ensure employee safety.

All work is to comply with established Wildlife Danger Tree Assessment practices and Workers' Compensation Board regulations.

#### **Delivery of Seedlings**

It is the planting Contractor's responsibility to provide refrigerated semi-trailer (reefer) units and pick up all seedlings at any nursery or cold storage facility, and provide delivery of seedlings from the nurseries/cold storage facility to the planting blocks. The Nursery and contact information will be provided upon contract award.

#### **Responsibility for Seedlings**

The Contractor shall account for all seedlings provided by DIAND and shall assume responsibility for their care from the time of pickup from the nursery or cold storage facility. Any seedlings overruns from planting units shall be planted in designated overflow cut block(s) to be determined by the Departmental Representative.

#### **Care of Seedlings**

The Contractor shall ensure that seedlings, either loose or in boxes, are at all times stored and handled in a manner to prevent damage from freezing, overheating, rapid temperature fluctuations, excess moisture, drying, physical injury, and exposure to injurious substances.

#### **Transporting Seedlings from Refrigerated Trailers to Planting Units on the CMTA**

When transporting seedlings the Contractor shall ensure:

- seedling boxes are handled gently without throwing or dropping;
- travel time is reduced to a minimum; as much as possible, to cool periods of the day (i.e. mornings and evenings)
- seedling boxes are not exposed to the sun;
- transport vehicles are refrigerated, have reflective lined boxes to moderate temperature increases, or that the cargo area is adequately protected from the sun and other heat sources, and is well ventilated; and
- suitable, reflective-type tarps (i.e. silvicool) in good condition are used to cover seedling boxes.

#### **Seedling Storage**

The Contractor may store up to one half day's supply of seedlings in main field caches, in a location at or near the worksite (cut block(s)) where natural cooling is available (i.e., such as in standing timber, snow patches or small gullies), provided:

- Seedling box temperatures do not exceed levels specified by the Departmental Representative;
- Such storage locations are cool and shady;
- Seedlings are protected from the sun and rain with a suspended tarp; and
- Seedling boxes are separated in a manner that permits air circulation around each box.

If these provisions cannot be met at the planting unit on-site storage locations, then the Contractor shall, on a daily basis, transport each day's seedling supply from a storage facility or refrigerated trailer where the aforementioned provisions can be met.

## **APPENDIX "D"**

### **STATEMENT OF WORK**

The Contractor shall provide refrigerated trailer storage in the vicinity of the worksite as designated by the Departmental Representative:

- Such facilities shall be capable of maintaining stable storage temperatures within limits specified by the Departmental Representative; and
- Seedling boxes shall be stored in such facilities in a manner that permits air circulation around each box.
- Small supplies of seedlings may be stored on the planting site for a few hours provided they are covered with a reflective tarp and box temperatures do not exceed acceptable levels. Shady areas must be used whenever possible. No seedling boxes will be left overnight or on days off unless approved by the Departmental Representative.
- To ensure that no individual boxes of seedlings are stored longer than necessary, stock shall be withdrawn from storage in the same order as received.
- The Contractor is responsible to ensure that the refrigerated trailer(s) is maintained at its specified operating temperature and to ensure that fuel suppliers are continually maintained to run the refrigeration trailer(s).

#### **Seedling Containers**

The Contractor shall:

- Dispose of all disposable seedling containers and wrappers either by placing in approved burn piles, or delivering them to a disposal or recycling site as directed by the Departmental Representative;
- Return all reusable seedling containers to the seedling delivery site or to another similar location specified by the Departmental Representative;

#### **Planting - General Requirements**

The Contractor shall:

- plant the seedlings specified in Annex "F" CMTA Spring 2014 Planting Program – Seedlings/Species Allocation Worksheet, in the corresponding Planting Units shown on the attached map - Annex "A" (slight modifications may be made to the map on a block by block basis as determined by the Departmental Representative);
- in accordance with the following provisions, select as Planting Spots those Microsites which are most conducive to survival and growth of seedlings as described by the Departmental Representative during the summer 2013 field viewing and as outlined in the spring 2014 pre-work with the contractor; and the "Guide to Completing the FS704" Planting Quality Inspection which can be found here:  
<http://www.for.gov.bc.ca/isb/forms/lib/FS704A.PDF>
- Once a Planting Spot has been selected it shall be prepared and the seedling planted in it in accordance with the provisions of the contract. The planting techniques used will be chosen to permit maximum survival and growth of the seedling.

#### **Unacceptable Microsites**

Each Planting Spot shall meet the requirements of an Acceptable Microsite. Unless otherwise specified, unacceptable planting microsites are:

- stumps and poorly decomposed rotten logs;
- flooded areas or areas subject to flooding;
- loose soil, organic material, gravel or debris subject to severe moisture deficit;
- any area within two metre(s) of the edge of the running surface of major access roads or as otherwise designated on the project map;
- any area within no less than 2.5 meters from the trunk of existing live Douglas fir trees;

## **APPENDIX "D"**

### **STATEMENT OF WORK**

- any area under overhead obstacles that could interfere with seedling growth; or
- Any selected microsites that have grass species present shall have a minimum of one foot by one foot boot or shovel screef applied to remove the grass species present.

The Contractor shall select Plantable Spots in accordance with the following Microsite specifications:

#### **Prepared Trench**

- Plant high on the hinge of the berm, ensuring root systems are buried within organic and mineral soil material;
- Plant within microsites on the trench that will minimize wind desiccation; and
- Plant up from the bottom of the trench close to the hinge (to minimize damage from wildlife).

#### **Acceptable Microsites**

Where available within spacing limitations, the Contractor shall select the following microsites as plantable spots:

- Mineral soil, well decomposed organic material or acceptable mixture of both;
- The top of raised ground (e.g. hummocks, mounds);
- Hollows and shallow depressions;
- Close proximity to obstacles (for frost/cattle/wildlife protection);
- The north east side of acceptable shading objects (for protection from the sun);
- Down slopes of stumps and logs;
- Free of pine grass;
- Other microsites as discussed with the Departmental Representative during the site visit or as described on the Block Reforestation Map(s).

#### **Other**

Do not plant if mound does not have a mineral soil or well decomposed capping.

#### **Spacing of Trees**

Spacing restrictions apply to the distance between any combination of planted trees and acceptable natural trees. The Contractor shall select each planting spot according to the prescribed spacing specified in *Annex D – Pricing Table*. The actual spacing between trees may vary from the prescribed spacing to take advantage of the most suitable microsite but may not be closer than the specified minimum inter-tree distance of 2.0 metres or 1.8 Metres in ground with increased levels of rock Spacing between trees may exceed the prescribed spacing but must not result in wide spacing. The target density within all planting areas is 16000/stems/hectare.

#### **Overall Density**

Notwithstanding the foregoing, the Contractor shall ensure that where Planting Spots are available, the planting density throughout the unit shall meet or exceed the minimum specified in *Annex D – Pricing Table*.

#### **Planting Spot Preparation**

Planting Spots shall be prepared so as to allow the seedling roots to be entirely planted in an acceptable medium and the seedling shoot to be left free of debris and not burned.

#### **Planting Specifications**

## **APPENDIX "D"**

### **STATEMENT OF WORK**

The Contractor shall plant each seedling as follows:

- As per specification in the planting quality inspection guide;  
<http://www.for.gov.bc.ca/isb/forms/lib/FS704A.PDF>
- Planting hole shall be deep enough and wide enough so that the entire root system may be fully accommodated in a natural vertical position;
- The root systems shall be positioned in the planting hole in a natural arrangement and shall not be jammed, bent, twisted, rooted or otherwise distorted or damaged;
- The seedling shall be planted so that the roots and stem are aligned along a vertical axis;
- Unless otherwise specified, the seedling root collar must be at or below the surface of the acceptable planting medium with no branches or needles buried. The top of the plug must be entirely buried;
- The planting hole shall be filled with acceptable planting medium leaving no air channels or air pockets and firmly tamped so that the seedling will not pull loose with a gentle tug; and
- The planting microsite may be required to be boot or shovel screeded if natural grasses are present at the site. This is to ensure the seedlings growth is not impeded by natural grasses or snow press of these grasses during winter months.

#### **Trees Not to be Planted**

Seedlings which are mouldy, dry, flushed, damaged or otherwise unhealthy shall not be planted. The Contractor must notify the Departmental Representative as soon as possible via email, **and those trees shall not be planted without the Departmental Representative's written approval.**

#### **Handling of Seedlings During Planting**

The Contractor shall:

- Not root or top prune or cull seedlings without the written approval of the Departmental Representative;
- When handling, planting or tamping seedlings, ensure that seedlings sustain no physical damage from scarring, bending, crushing, root stripping or other causes;
- use planting bags of a type designed for the seedlings being planted and which shall be in good condition;
- ensure all three (3) pouches of planting bags have reflective cooling liners and if conditions include hot temperatures that a moist piece of foam is placed in the bottom of the planting bag.
- The two reflective type cooling bags not being utilized as the picking bag must be closed tightly to avoid excessive exposure to the air and sun before planting;
- ensure that seedling roots are kept moist while inside planting bags (wetted foam may be required by the Departmental Representative in planting bags/inserts);
- The number of seedlings carried in planting bags shall not exceed the amount that can be carried and removed without injury to the seedlings, or the amount that can be planted before critical heating or drying occurs;
- Seedlings shall only be removed from the protection of the bag one at a time and immediately prior to planting; and
- Where "plug" type seedlings are being planted, plastic wrap shall not be removed from bundles until immediately before the seedlings are needed for planting.

#### **SITE CONDITIONS**

The project area within this contract is accessible via four wheel drive vehicle or all terrain vehicle.

#### **KNOWN FIELD SAFETY HAZARDS**

The following known field safety hazards associated with this project have been identified: Note this list does not identify routine safety hazards associated with forestry operations:

- Rolling logs, rocks, and debris may present hazards to the operator.

**APPENDIX "D"****STATEMENT OF WORK**

- The Contractor shall operate around and adjacent to Danger trees and must take the appropriate action to have trees assessed prior to operations commencing;
- Wildlife within the CMTA; and
- Bumps, dips, obstacles and puddles of primary and secondary access roads.

**SAFETY BRIEFING**

The departmental representative will liaise with The Department of National Defence (DND) for a mandatory DND Safety Briefing (as per DND protocol) with the Contractor. This safety briefing will be located on the CMTA, exact location will be provided prior to the Spring pre work at a mutually agreed date and time.

**EQUIPMENT**

The contractor shall have or have access to, at a minimum, the following equipment:

- Pickup trucks (4x4);
- All terrain vehicles (ATV's);
- Several main cache tarps/rope etc;
- First aid equipment in accordance with Worksafe BC's Schedule 3-A, located at: <http://www2.worksafebc.com/Topics/FirstAid/RegulationAndGuidelines.asp>
- Planting bags with reflective liners;
- Individual cache tarps in good condition for all planting crew members;
- Fire tools as per BC Wildfire Regulations;
- Reflective type pickup box enclosure for seedling transport to and from the reefer storage;
- Company or sub contracted reefer storage and delivery capacity for Spring planting program.

**SW4 OUTPUT/DELIVERABLES**

The Contractor shall:

- Provide the departmental representative with a list of Foreperson(s) and Quality Checker(s) names and contact information in the Spring of 2014 prior to commencing work.
- Plant the following species within 6 weeks of approval to commence work by the departmental representative, in either raw or trenched ground by hectare and in the following density :
  - Lodgepole Pine
    - 1600
  - Douglas Fir – Interior
    - 1600
  - Ponderosa Pine
    - 1600
- Combined Species may be planted at varying densities depending on the planting unit;
- There may be various planting units that have residual timber and therefore the planting density in portions of a given block may be reduced;
- Within 10 days following a completed planting unit the Contractor shall submit to the Departmental Representative a report in both hardcopy and electronic format containing the following:
  - Planting Stock Shipping Order forms;
  - Daily production summary;
  - Work Unit Summary (including seedlot allocation and geographical distribution of tree species planted per planting unit);
  - Seedlot and request key maps for each Work Unit;
  - Genus planting and survey data in a GENUS uploadable format;

**APPENDIX "D"****STATEMENT OF WORK**

- Shapefiles of GPS Data of blocks partially planted; and
- Provide daily reports via email to the Departmental Representative notifying of the seedlings which are mouldy, dry, flushed, damage or otherwise unhealthy.

**SW5 DEPARTMENTAL SUPPORT**

The Departmental Representative will:

- Provide the seedlings and area based planting units as specified in Annex "D" – Pricing Table;
- Supply the Contractor with the following resources, material or equipment, at no cost to the Contractor:
  - Necessary CMTA planting maps and diagrams required for each planting unit; including overview maps;
  - The approximate allocation of seedling species per planting unit;
  - Ensure that areas within planting units where Tree species types changes occur will be ribboned in the planting unit (lime green flagging tape); and
- Be available for consultation as and when required.

**CONSTRAINTS**

Work may be modified and or postponed due to unforeseen DND training exercise requirements.

**POINT OF SERVICE**

The Chilcotin Military Training Area (CMTA) is located:

- North of the small community of Riske Creek, BC;
- 47 kilometres west of Williams Lake
- 41,000 hectares of land owned by the Department of National Defence (DND).
- More details will be provided on operational maps such as road maintenance and/or individual cut blocks for each work treatment assignment.

**SW6 CONTRACTOR'S PROPOSAL**

- 6.1 The Contractor's proposal, dated \_\_\_\_\_, insofar as it is not at variance with anything contained in the Contract document, shall apply to and form part of the Contract.

**ANNEX "A"**  
**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid or tender (hereinafter "bid") to:

\_\_\_\_\_

Corporate Name of Recipient of this Submission

for: \_\_\_\_\_

Name and Number of Bid and Project

in response to the call or request (hereinafter "call") for bids made by:

\_\_\_\_\_

Name of Tendering Authority

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_

Corporate Name of Bidder or Tenderer (hereinafter "Bidder")

that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
4. each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
5. for the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
  - a) has been requested to submit a bid in response to this call for bids;
  - b) could potentially submit a bid in response to this call for bids based on their qualifications, abilities or experience;
6. the Bidder discloses that (check one of the following, as applicable):
  - a) the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
  - b) the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
7. in particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;

**ANNEX "A"**  
**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- b) methods, factors or formulas used to calculate prices;
  - c) the intention or decision to submit, or not to submit, a bid; or
  - d) the submission of a bid which does not meet the specifications of the call for bids; except specifically disclosed pursuant to paragraph (6)(b) above;
8. in addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;
9. the terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to (6)(b) above.

---

Printed Name and Signature of Authorized Agent of Bidder

---

Position Title

---

Date

**ANNEX "B"**  
**FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY -  
CERTIFICATION**

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with such request by Canada will also render the bid non-responsive or will constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [HRSDC-Labour's website \(http://www.labour.gc.ca/eng/standards\\_equality/eq/emp/fcp/index.shtml\)](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/index.shtml).

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.

**OR**

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.

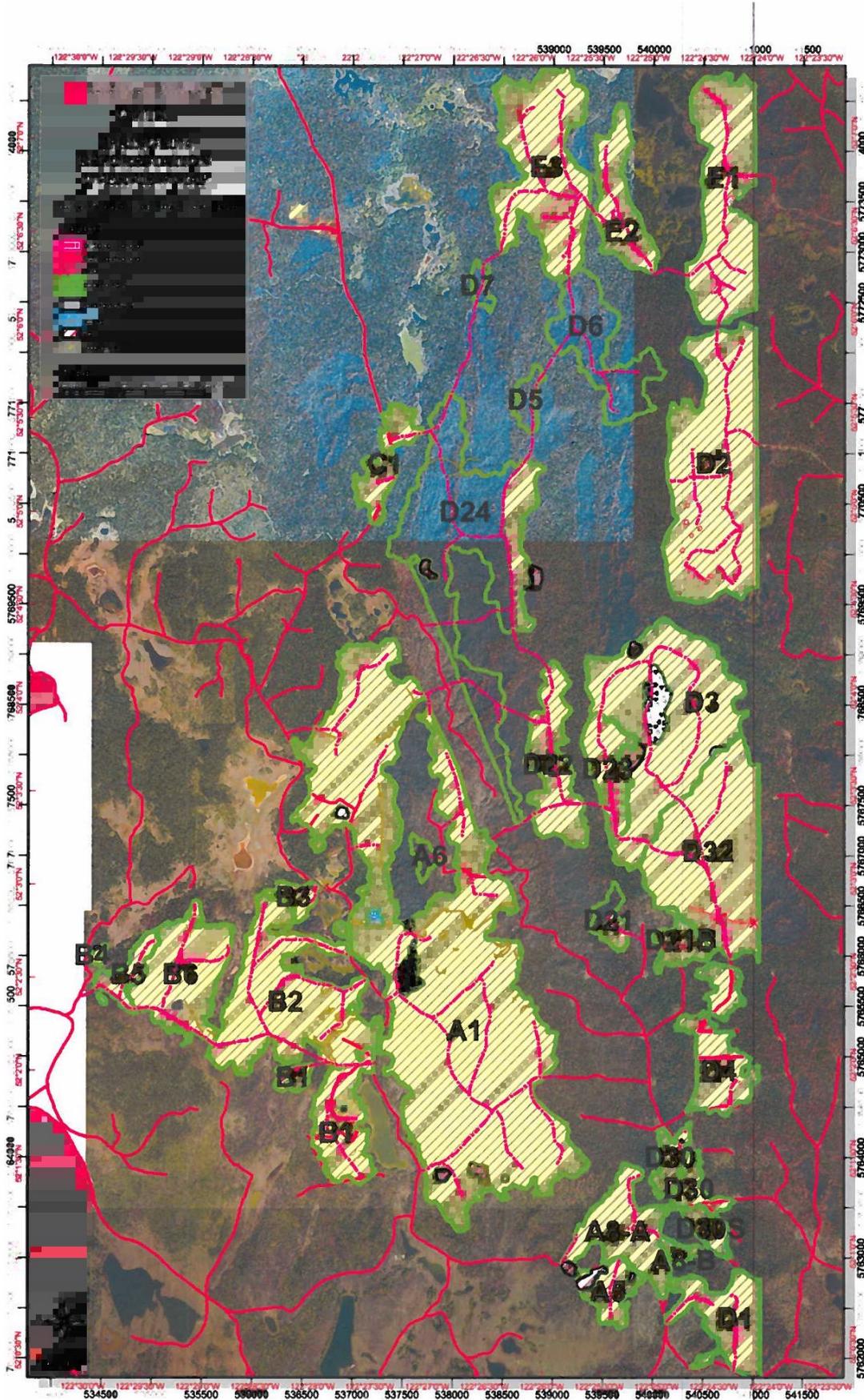
B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

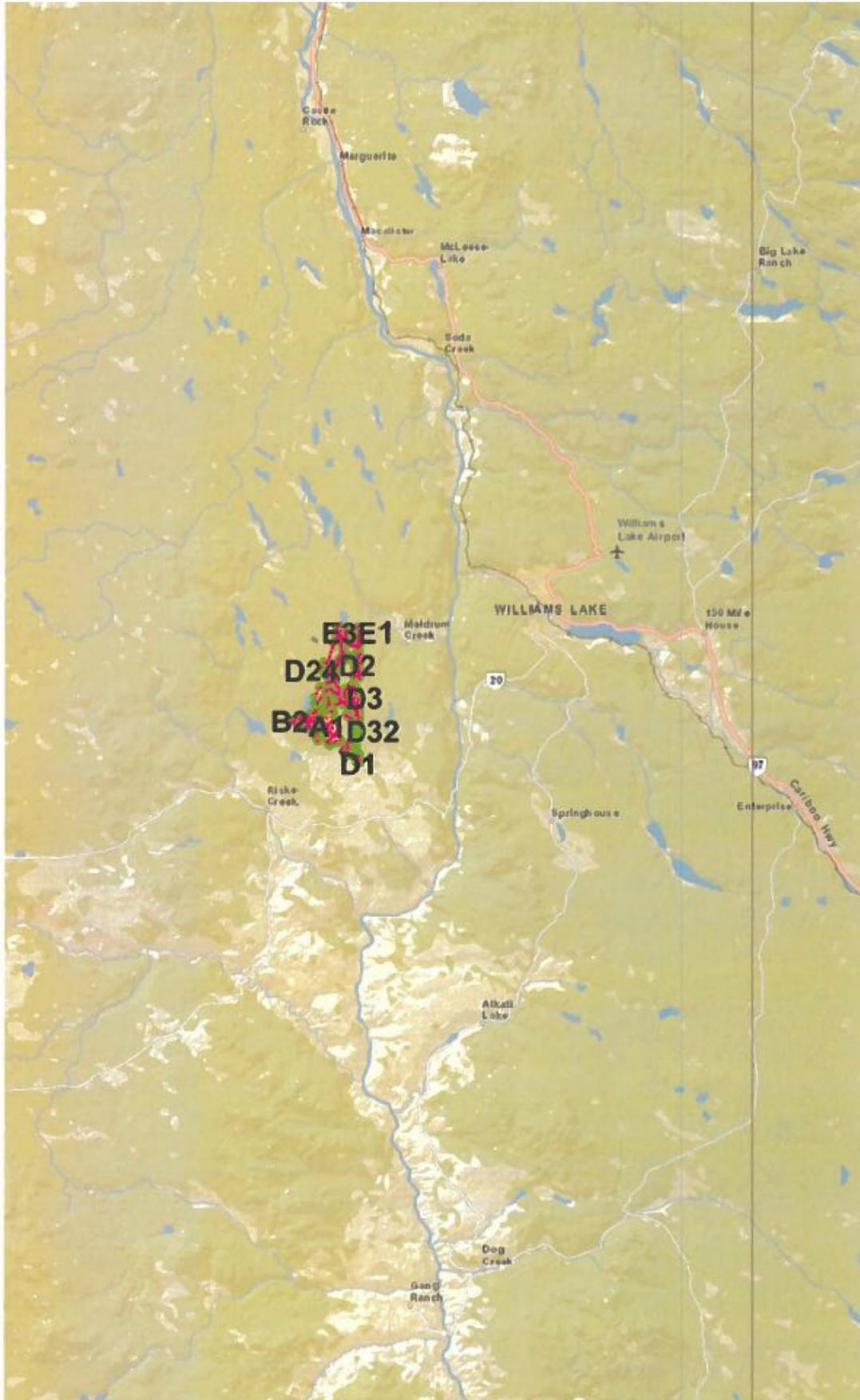
**OR**

- B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification.

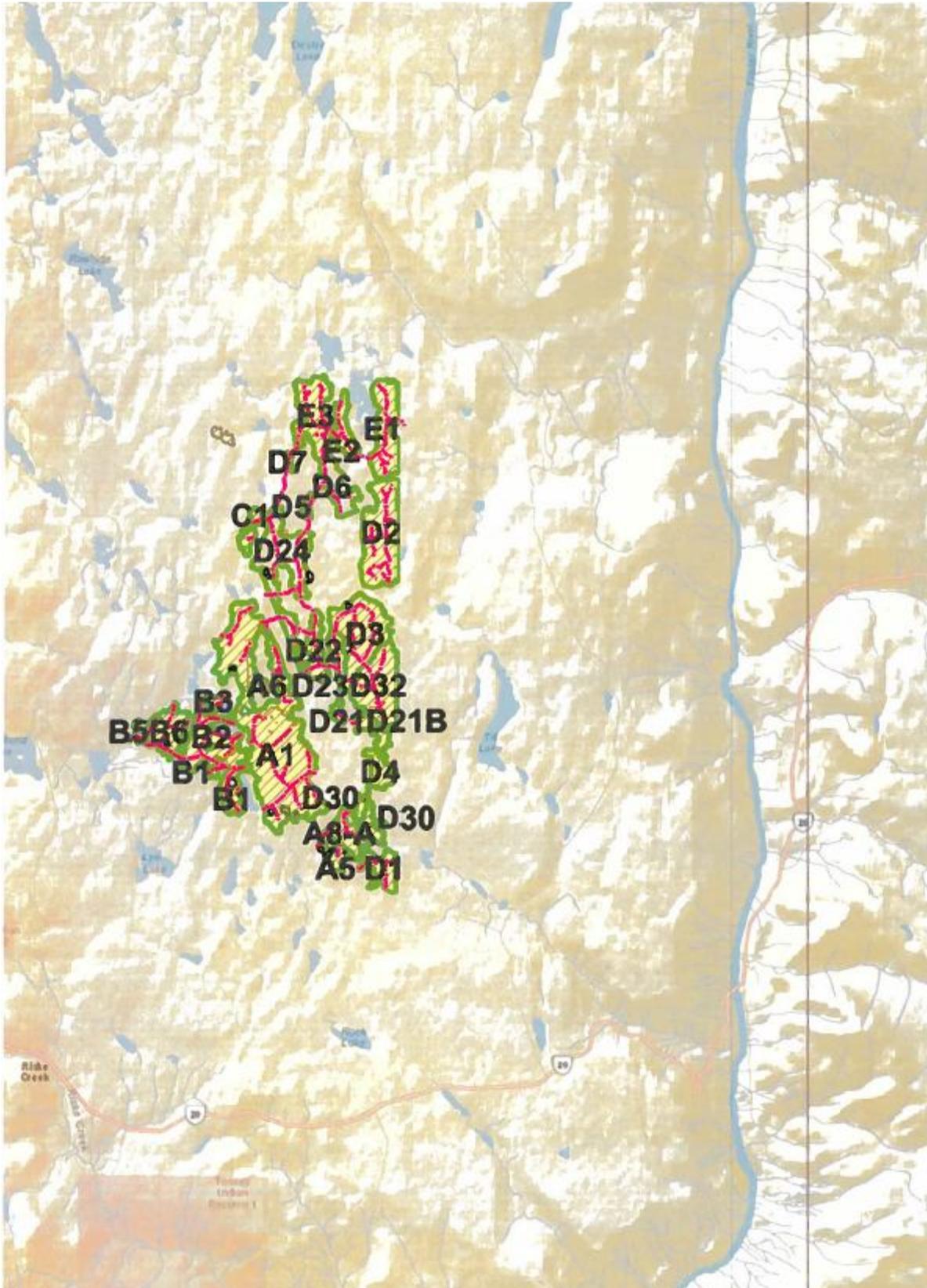
### ANNEX "C" CMTA SPRING 2014 REFORESTATION OVERVIEW MAP



### ANNEX "C" CMTA SPRING 2014 REFORESTATION OVERVIEW MAP



### ANNEX "C" CMTA SPRING 2014 REFORESTATION OVERVIEW MAP



**ANNEX "D"**  
**CMTA SPRING 2014 – PRICING TABLE**

Cut	Block #	Estimated Area (Ha)	Price Per Hectare (\$)	Total Esitmated Bid Price for Cut Block	Notes
	<b>A1</b>	235.95			* Overflow Block
	<b>A5</b>	23.32			
	<b>A8-A</b>	60.24			
	<b>A8-B</b>	6.33			
	<b>B1</b>	58.53			
	<b>B2</b>	152.09			
	<b>B3</b>	10.84			
	<b>B4</b>	2.08			
	<b>B5</b>	17.15			
	<b>B6</b>	80.81			
	<b>C1</b>	29.70			
	<b>D1</b>	55.82			
	<b>D2</b>	208.09			
	<b>D21B</b>	18.84			
	<b>D22</b>	60.08			
	<b>D23</b>	37.48			
	<b>D24</b>	206.15			
	<b>D3</b>	200.50			
	<b>D30</b>	25.59			
	<b>D30S</b>	13.38			
	<b>D32</b>	171.16			
	<b>D4</b>	59.56			
	<b>E1</b>	115.34			
	<b>E2</b>	51.37			
	<b>E3</b>	88.75			
	<b>Totals</b>	<b>1989.15</b>			

**Total Estimated Contract Price:**

\$

**ANNEX "D"**  
**CMTA SPRING 2014 – PRICING TABLE**

- 1.1 The price quoted in the financial proposal must be expressed in terms of All Inclusive Per Hectare Fee to perform the Work under the Standing Offer Agreement. Annex "A" Pricing Specifications Table must be used.
- 1.2 As per industry standard, the all inclusive per hectare rate(s) is a firm rate which includes all payroll, overhead costs and profits, travel and miscellaneous expenses required to complete the work. Goods and Service Tax or Harmonized Sales Tax is extra, if applicable. (Note: All inclusive per hectare rate(s) are not to be quoted as ranges)

**Payment Calculations**

**Planting Density:** A calculation is made to determine if the minimum planting density, as specified in the contract, was attained. Planting density is equivalent to the average number of trees per hectare. This is found by dividing the total number of trees planted in the plots by the total number of plots.

$$\frac{108 \text{ trees} = \text{average } 6.0 \text{ trees per plot}}{18 \text{ plots}}$$

Since plot size is 1/200<sup>th</sup> hectare; the 6.0 average trees per plot x 200 = 1200 trees per hectare.

**Planting Quality:** Planting quality is determined by dividing the total satisfactorily planted trees by the number of plantable spots, converted to a percentage.

$$\frac{\text{PQ}(\%) = 96 \text{ satisfactory trees}}{104 \text{ plantable spots}}$$

X 100 = 92.31%

**Planting Payment:** The unit price payable (PAY%) is determined by the following formula:

$$\text{PAY \%} = \frac{(\text{PQ \%} \times 1.08) - [(100 - (\text{PQ\%} \times 1.08))]^2}{8}$$

**Excess Charges:** Percent excess is calculated by dividing the excess trees by the total trees planted.

$$\frac{7 \text{ excess trees} \times 100 = 6.5\%}{108 \text{ trees planted}}$$

Excess charges are calculated using the following table to for all units, with the exception of low density (<800 sph) planting units, or as specified in the contract. Note that charges are cumulative once excess has exceeded 12%.

% Excess	Charge
0 – 7%	No Charge.
7.1% - 12%	(Excess %/100-0.07) x total trees for payment area x price per tree
>12%	(Excess %/100-0.12) x total trees for payment area x \$0.20

On low density (<800 sph) planting units a 10% tolerance is applied before charges are levied for excess trees and the following table is used to calculate excess charges. Note that charges are cumulative once excess has exceeded 15%.

**ANNEX "E"**  
**CMTA – EMERGENCY RESPONSE PLAN (ERP)**

- 1) The Contractor, including the Contractor's Subcontractors or Agents, if providing an activity or service with associated risks related to hazardous material spills, fuel, oil and pesticides, forest fires, landslides or other major erosion events, must comply with the Contractor's environmental "Emergency Response Plan", as outlined in the BC Forest Safety Council and SAFE Companies Guidelines and Procedures
- 2) The Contractor must, before commencing operations at the Work Area, prepare an environmental emergency response plan (ERP) consistent with the BC Forest Safety Council and SAFE Companies Guidelines and Procedures. A copy of the plan is to be submitted to the Departmental Representative upon request.
- 3) The Contractor must ensure that the Contractor and the Contractor's Subcontractors or Agents conduct operations at the Work Area in accordance with the ERP.
- 4) The Contractor must make the ERP available at the Work Area for viewing by the Contractor's Subcontractors or Agents.
- 5) The Contractor must ensure that the Contractor and the Contractor's Subcontractors or Agents conduct operations at the Work Area in compliance with the BC Wildfire Act and the Wildfire Regulation.
- 6) The Contractor must test emergency preparedness in accordance with the ERP and maintain documentation of such tests, identifying the date of the test, start and end times, names of people involved, results, and any actions to be taken.
- 7) The Contractor must report and document any incident in accordance with environmental "Emergency Response Plan", identifying the time and date of the incident, location of the incident, description of the incident, impact(s), contributing factors, action taken and agencies the incident was reported to.

**ANNEX "F"**  
**CMTA – SPRING 2014 PLANTING PROGRAM – SEEDLINGS/SPECIES ALLOCATION WORKSHEET**

Block Name	Harvested Area (ha)	NAR (ha)	UNNP (ha)	DND Training Areas / No Planting	Species Mix	Stock Type	Site Prep	Minimum Acceptable Density	Target Inter Tree Spacing approx (m)	Minimum Inter Tree Spacing (m) (1.8 for rock)	Target Planted Stems/ha	Total Estimated Seedlings / Opening	Py	Pli	Fdi	Season	Access Location/Issues	Notes
													Seed Lot 44206	Seed Lot 43362 & 44822	Seed Lot 2897			
A1	653.42	249.13	TBD		Pli 100	PSB410	Raw	1550	2.7	2.0	1600	1045472		398604		*Spring 2014	overflow Block / Horse Road	Clear Cut - Overflow Block to Plant South to North on East Side
A5	24.09	23.32	0.48		Pli 50 / Py 50	PSB410	Raw	1550	2.7	2.0	1600	37312	18656	18656		Spring 2014	Horse Road	Clear Cut
A8-A	61.38	60.24	1.14		Py 10 / Pli 50 Fdi 40	PSB410 / 313B	Raw	1550	2.7	2.0	1100	66264	7289	36445	23192	Spring 2014	Horse Road	Clear Cut, Patch Cut and Select 1600/St/Ha target in C/Cut Areas
A8-B	6.33	6.33	0.00		Pli 100	PSB410	Raw	1550	2.7	2.0	1600	10128		10128		Spring 2014	Horse Road	Clear Cut
B1	60.74	58.53	2.21		Pli 65 Fdi 35	PSB410 / 313B	Raw	1550	2.7	2.0	1200	70236		45653	24583	Spring 2014	Horse Road	Clear Cut and Select Harvest 1600/St/Ha target in C/Cut Areas
B2	157.84	152.09	5.75		Pli 72 / Fdi 25 / Py 3	PSB410 / 313B	Raw	1550	2.7	2.0	1600	243344	7300	175208	60836	Spring 2014	Horse Road	Clear Cut and Select Harvest 1600/St/Ha target in C/Cut Areas
B3	11.14	10.84	0.30		Pli 62 / Fdi 35 / Py 3	PSB410 / 313B	Raw	1550	2.7	2.0	1600	17344	520	10753	6070	Spring 2014	Horse Road	Clear Cut and Select Harvest 1600/St/Ha target in C/Cut Areas
B4	2.08	2.08	0.00		Pli 62 / Fdi 35 / Py 3	PSB410 / 313B	Raw	1550	2.7	2.0	1600	3328	100	2063	1165	Spring 2014	Horse Road	Clear Cut and Select Harvest 1600/St/Ha target in C/Cut Areas
B5	18.33	17.15	1.18		Pli 62 / Fdi 35 / Py 3	PSB410 / 313B	Raw	1550	2.7	2.0	1600	27440	823	17013	9604	Spring 2014	Horse Road	target in C/Cut Areas
B6	84.25	81.62	2.63		Pli 72.5 / Fdi 20 / Py 2	PSB410 / 313B	Raw	1550	2.7	2.0	1600	130592	3265	97944	32648	Spring 2014	Horse Road	Clear Cut and Select Harvest 1600/St/Ha target in C/Cut Areas
C1	30.57	29.70	0.87		Pli 100	PSB410	Raw	1550	2.7	2.0	1600	47520		47520		Spring 2014	Elk Road	Clear Cut
D1	56.96	55.82	1.14		Pli 67.5 / Fdi 30 / Py 2	PSB410 / 313B	Raw	1550	2.7	2.0	1400	78148	3907	52750	23444	Spring 2014	Horse Road	Clear Cut and Select Harvest 1600/St/Ha target in C/Cut Areas
D2	212.88	208.09	4.79		Pli 97.5 / Py 2.5	PSB410 / 313B	Raw	1550	2.7	2.0	1600	332944	8324	324620		Spring 2014	Horse Road	Clear Cut
D21B	19.03	18.84	0.19		Pli 65 Fdi 35	PSB410 / 313B	Raw	1550	2.7	2.0	1100	20724		13471	7253	Spring 2014	CP Expressway	Patch Cut and Select Harvest
D22	61.74	60.08	1.66		Pli 100	PSB410	Raw	1550	2.7	2.0	1600	96128		96128		Spring 2014	CP Expressway	Clear Cut
D23	38.58	37.48	1.10		Pli 100	PSB410	Raw	1550	2.7	2.0	1600	59968		59968		Spring 2014	CP Expressway	Clear Cut
D24	35.10	206.15	4.23		Pli 100	PSB410	Raw	1550	2.7	2.0	1600	56160		56160		Spring 2014	CP Expressway	Clear Cut
D3	191.55	186.37	5.18		Pli 98 / Fdi 2	PSB410	Raw	1550	2.7	2.0	1600	298192		290737	7455	Spring 2014	CP Expressway	Clear Cut
D30	33.53	25.59	7.94	7.94	Pli 100	PSB410	Raw	1550	2.7	2.0	1600	40944		40944		Spring 2014	CP Expressway	Clear Cut - DND D30 Training Area = 5Ha - No planting
D30S	13.52	13.38	0.14		Pli 70 / Fdi 30	PSB410 / 313B	Raw	1550	2.7	2.0	1400	18732		13112	5620	Spring 2014	CP Expressway	Patch and Select Harvest
D32	173.95	171.16	2.79		Pli 100	PSB410	Raw	1550	2.7	2.0	1600	273856		273856		Spring 2014	CP Expressway	Clear Cut
D4	61.21	59.56	1.65		Pli 20 Fdi 80	PSB410	Raw	1550	2.7	2.0	800	47648		9530	38118	Spring 2014	CP Expressway	Select Harvest
E1	118.13	115.34	16.89		Pli 100	PSB410	Raw	1550	2.7	2.0	1600	184544		184544		Spring 2014	CP Expressway	Clear Cut
E2	52.77	51.37	1.40		Pli 100	PSB410	Raw	1550	2.7	2.0	1600	82192		82192		Spring 2014	CP Expressway	Clear Cut
E3	140.02	88.75	51.27	49.40	Pli 100	PSB410	Raw	1550	2.7	2.0	1600	142000		142000		Spring 2014	CP Expressway	Clear Cut - DND E3 Training Area = 49.4Ha - No planting
<b>TOTALS</b>	<b>2319.14</b>	<b>1989.01</b>	<b>114.93</b>	<b>57.34</b>								<b>3431160</b>	<b>50185</b>	<b>2500000</b>	<b>239989</b>			