



**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION / SOUMISSION**

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À :**

Bids must be submitted by email and must be submitted ONLY to the following email address:

Les soumissions doivent être présentées par courriel et UNIQUEMENT à l'adresse suivante :

soumission.bid@aadnc-aandc.gc.ca

**REQUEST FOR PROPOSALS
DEMANDE DE PROPOSITION**

Proposal to DIAND:

We hereby offer to sell to Her Majesty the Queen in right of Canada, as represented by the Minister of Indian Affairs and Northern Development, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the services listed herein and on any attached sheets at the price(s) set out therefor.

Proposition aux MAINC:

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

Title - Titre Reforestation Services at the Chilcotin Military Training Area	
Solicitation Number - Numéro de l'invitation 1000164359	
Date (YYYYMMDD) - Date (AAAAMMJJ) 2014-09-09	
Solicitation Closes - L'invitatin prend fin At - À 1530 hrs On (YYYYMMDD) - Le (AAAAMMJJ) 2014-10-31	Time Zone - Fuseau horaire PST
Contracting Authority - L'autorité contractante Name - Nom Bonnie David	
Telephone Number - Numéro de téléphone (604) 666-8052	
Facsimile Number - Numéro de télécopieur (604) 775-7149	
Email Address - Courriel bonnie.david@aadnc-aadnc.gc.ca	
Destination(s) of Services - Destination(s) des services British Columbia	
Instructions: See Herein - Voir aux présentes	
Delivery Required - Livraison exigée See Herein - Voir aux présentes	
Person Authorized to sign on behalf of Bidder Personne autorisée à signer au nom du soumissionnaire Name - Nom	
Title - Titre	

Bidder - Soumissionnaire Name - Raison sociale
Address - Adresse
Telephone Number - Numéro de téléphone 604-666-8052
GST/HST Number - Numéro de la TPS/TVH
QST Number - Numéro de la TVQ

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REFORESTATION SERVICES AT THE CHILCOTIN MILITARY TRAINING AREA (CMTA)

PART 1 - GENERAL INFORMATION

1. Statement of Work

The Work to be performed is detailed at Annex "A"

2. Greening Government Operations

In April 2006, the Government of Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. The environmental impact assessment of a product and/or service considers the whole life cycle of the product and/or service. Department of Indian Affairs and Northern Development (DIAND) procurements will be including more demanding environmental criteria to encourage product/service suppliers to improve their operations to reduce their negative impact on the environment.

3. Debriefings

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

4. Office of the Procurement Ombudsman (OPO)

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise concerns regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. Additional information on the services of the OPO is available at www.opo-boa.gc.ca.

8. Trade Agreements

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

The 2003 (2014-06-26) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation with the following adaptations:

- a) References to Public Works and Government Services Canada (PWGSC) are replaced by the Department of Indian Affairs and Northern Development (DIAND);
- b) Section 03 is amended as follows:

Delete: "Pursuant to the *Department of Public Works and Government Services Act* (S.C. 1996, c.16"
- c) Section 05, Subsection 2, is amended as follows and renumbered accordingly: :

Delete: d. "send its bid only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified on page 1 of the bid solicitation or to the address specified in the bid solicitation. The facsimile number and related instructions for bids transmitted by facsimile are provided in section 08";

Insert: d. send its bid only to the Bid Receiving Address specified on page 1 of the bid solicitation;

Delete: e. "ensure that the Bidder's name, return address, the bid solicitation number, and bid solicitation closing date and time are clearly visible on the envelope or the parcel(s) containing the bid"
- d) Section 05, Subsection 4 is amended as follows:

Delete: sixty (60) days
Insert: one hundred and eighty (180) days
- e) Section 08 is amended as follows:

Delete: Subsections 1 - 3

Insert: Due to the nature of the bid solicitation, bids transmitted by facsimile to DIAND will not be accepted.
- g) Section 12, Subsection 1 is amended as follows and renumbered accordingly:

Delete:

- a. “the Bidder is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Bidder ineligible to bid on the requirement;
- b. an employee, or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to bid on the requirement, or the portion of the requirement the employee or subcontractor is to perform”;
- h) Section 17, Subsection 1 c) is revised as follows:
 - c) the name of the representative of the joint venture who will be named as the Lead Member in any resulting contract, i.e. the member chosen by the other members to act on their behalf, if applicable;

- i) Section 17, Subsection 3 is amended as follows:

Delete: “The bid and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract.”

Insert: “The bid must be signed by all the members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract.”

- j) Section 20, is amended as follows:

Delete: Subsection 2.

2. Submission of Bids

2.1 Bids (and any amendments thereto) must be submitted only by Email to the Department of Indian Affairs and Northern Development (DIAND) Bid Receiving Address by the date and time indicated on page 1 of the bid solicitation. DIAND will not assume responsibility for bids (and any amendments thereto) directed to any other locations. Bids submitted by any other means will not be accepted.

2.2 The total size of the Email, including all attachments, must not exceed 15 megabytes (MB). It is solely the Bidder’s responsibility to ensure that the total size of the Email does not exceed this limit.

It is important to note that Email systems can experience systematic delays and, at times, large attachments may cause systems to hold or delay transmission of Emails. It is solely the Bidder’s responsibility to ensure that the Contracting Authority receives a bid on time,

in the mailbox that has been identified for bid receipt purposes. Date stamps for this form of transmission are not acceptable.

2.3 Email Submissions

In the Email containing their proposal, Bidders must clearly identify the RFP number in the Subject Line and must clearly identify the following in the body of the Email:

- Contracting Authority
- Closing Date
- Bidder's Name and Address
- "Tender Documents Attached"

3. Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as

"proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

5. Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid as separate attachments to their Email as follows:

Attachment I: Technical Bid in PDF format

Attachment II: Financial Bid in PDF format

Attachment III: Certifications in PDF format

Attachment IV: Additional Information in PDF format

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

The technical bid should address clearly and in sufficient depth, the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment detailed in Annex "B". The total amount of Applicable Taxes must be shown separately. Bidders may use the Pricing Table in Annex "G" for their submission.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

Section IV: Additional Information

Worker’s Compensation – Letter of Good Standing

SACC Manual Clause A0285T (2012-07-16) Worker's Compensation – Letter of Good Standing

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, within seven (7) days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

The Mandatory Criteria listed below will be evaluated on a simple Pass/Fail (i.e. responsive/non-responsive (compliant/non-compliant) basis. Bidders who fail to meet one of the Mandatory Criteria will be deemed non-responsive and given no further consideration.

Bids must demonstrate compliance with all of the Mandatory Requirements and must provide the necessary documentation to support compliance.

Bidder Name:				
Item	Mandatory Technical Criteria	Proposal Ref. Pg. #	Reserved for DIAND	
			Pass	Fail
M1	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 Thursday, October 2, 2014 at 0930 hrs, Start of Meldrum Creek Road at Highway 20 (Chilcotin-Bella Coola Highway, approximately 35km West of Williams Lake, BC. Bidders must communicate with the Contracting Authority no later than five business days before the scheduled visit to confirm attendance and provide the name(s) 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.			

M2	<p><u>Tree Handling Procedures</u> The Bidder must provide a copy of the tree handling procedures that includes, at a minimum:</p> <ul style="list-style-type: none"> • the regular recording of tree temperature and moisture levels within the reefer; • the regular recording of reefer temperature; • a seedling box sign out/marketing system at the reefer; • the methods to ensure protection of seedlings during transportation from the reefer to the field caches within the planting units; • the methods to ensure protection of seedlings in field caches; and • the methods that will be used to protect the seedlings while in the planting bags and during planting. 			
M3	<p><u>Firm Experience</u> The Firm must have a minimum of five (5) years experience that includes one (1) or more major timber licensee(s) and/or BC Timber Sales.</p> <p>Demonstrate proof of experience acquired over the past five (5) years demonstrating the Firm meets the minimum years experience on one (1) or more major timber licensee(s) and/or BC Timber Sales.</p>			
M4	<p><u>Health and Safety</u> The Bidder must demonstrate their Health and Safety Assets for the protection and well being of their employees. The must provide a compilation that describes the Healthy and Safety Resources the bidder has to protect their employees.</p>			
M5	<p><u>First Aid</u> 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: http://www2.worksafebc.com/Topics/FirstAid/RegulationAndGuidelines.asp</p> <p>Provide a list and description of first aid equipment. Provide a copy of qualified personnel(s) first aid certificate(s).</p>			
M6	<p><u>Project Supervisor/Manager</u> 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"> • a minimum of five planting seasons of project supervision experience; and • at least six planting seasons of tree planting industry experience. <p>Demonstrate proof of five (5) planting seasons of supervisory experience and six (6) tree planting seasons. These may be concurrent.</p>			

M7	<p><u>Foreperson(s)</u></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 (6) or less tree planters). Each Foreperson must have the following qualifications:</p> <ul style="list-style-type: none"> • a minimum of two (2) planting seasons of foreperson experience; and • at least five (5) planting seasons of tree planting industry experience. <p>Demonstrate proof of two (2) planting seasons of supervisory experience and five (5) tree planting seasons. These may be concurrent.</p>			
M8	<p><u>Equipment Inventory</u></p> <p>The Bidder must demonstrate how they will meet minimum specifications for equipment as detailed in the Statement of Work.</p>			

1.1.2 Point Rated Technical Criteria

Proposals meeting all mandatory technical criteria will be evaluated and point rated against the following point rated technical criteria, using the evaluation factors and weighting indicators specified for each criterion.

Bidder Name:				
Item	Point Rated Technical Criteria	Proposal Ref. Pg. #	Reserved for AANDC	
				Maximum Score
R1	<p>Contractor/Firm</p> <p>Experience on similar projects that include one (1) or more major timber licensees and/or BC Timber Sales (government and private sector) in British Columbia. [20points]</p> <p>Point rated as follows:</p> <p>For five (5) years experience. [5points]</p> <p>For every year of experience over five (5) years, one (1) point will be awarded to a maximum of ten (10) additional points. [10points]</p> <p>For experience in three (3) or more similar (major timbre licence) projects an additional five (5) points will be awarded. [5points]</p>			20
	blank			

<p>R2</p>	<p>Project Team [25points]</p> <p>Amount of resources the bidder will use to complete the planting of up two million nine hundred and fifty thousand (2.95M) trees within a six (6) week time frame.</p> <p>No description provided. [0points]</p> <p>A basic description of resources. [5points]</p> <p>A thorough description of resources that will be dedicated to the project. [10points]</p> <p>Amount of resources to be dedicated to tree planting.</p> <p>30-49 tree planters [5points]</p> <p>50-69 tree planters [10points]</p> <p>70+ tree planters [15points]</p>			<p>25</p>
<p>R3</p>	<p>Proposal [11points]</p> <p>The depth and detail of the proposal which demonstrates an understanding of the size and scope of the work and the approach. [6points]</p> <p>Does not demonstrate understanding and/or outline the approach to the work. [0points]</p> <p>Basic understanding, does not include sufficient detail. [2points]</p> <p>Demonstrates an understanding of the scope and clearly demonstrates. [4points]</p> <p>Exceeds understanding, shows thorough knowledge of ability to work on project of this size. [6points]</p> <p>Bidders should include a Table of Contents that corresponds to both the Mandatory and Rated Criteria [5points]</p> <p>Does not include. [0points]</p> <p>Includes, lacks detail; page numbers, tabs etc. [2points]</p> <p>Includes, page numbers correspond to Mandatory and Rated Criteria, tab dividers included. [5points]</p>			<p>11</p>
<p>*blank*</p>				<p>*blank*</p>

R4	<p>Local Aboriginal Involvement [8points]</p> <p>Bidders proposals should outline a plan of how local Aboriginals will be involved in the project. The plan will be evaluated on:</p> <p>Proposed level of involvement and/or employment of local Aboriginal persons that will maximize Aboriginal involvement;</p> <p style="padding-left: 40px;">Does not indicate any level of involvement and/or employment. [0points]</p> <p style="padding-left: 40px;">Indicates involvement and/or employment; clear plan. [2points]</p> <p>Proposed effort to utilize local Aboriginal businesses and resources;</p> <p style="padding-left: 40px;">Does not propose utilizing local Aboriginal businesses and resources. [0points]</p> <p style="padding-left: 40px;">Indicates an effort to utilize local Aboriginal businesses and resources. [2points]</p> <p>Proposed training opportunities for local Aboriginal persons;</p> <p style="padding-left: 40px;">No training opportunities. [0points]</p> <p style="padding-left: 40px;">Training opportunities outlined. [2points]</p> <p>Experience working with Aboriginal persons and/or groups</p> <p style="padding-left: 40px;">No experience [0points]</p> <p style="padding-left: 40px;">Experience [2points]</p>			8
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1.2 Financial Evaluation

A minimum score of 70 % must be achieved in the evaluation of point rated technical criteria R1 – R4 in order for the proposal to be considered for financial evaluation. Proposals that fail to meet the minimum required score will be deemed non-responsive and given no further consideration.

2. Basis of Selection – Lowest Evaluated Price

1. To be declared responsive, a bid must:
 - (a) comply with all the requirements of the bid solicitation; and
 - (b) meet all mandatory technical evaluation criteria; and
 - (c) obtain the required minimum of 45 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 65 points.

Bids not meeting (a) or (b) or (c) will be declared non-responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue whether during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under the Contract.

1. Certifications Required Precedent to Contract Award

1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions [2003](#). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

1.2 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](#)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) 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](#)" 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](#)" list during the period of the Contract.

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

1.2.3 Education and Experience

SACC Manual clause A3010T (2010-08-16) Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

2. Additional Certifications Precedent to Contract Award

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

2.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of the contract:

1. Security Requirement

1.1 There is no security requirement applicable to this contract.

2. Statement of Work

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

3. Standard Clauses and Conditions

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

3.1 General Conditions

2010C (2014-06-26), General Conditions - Services (Medium Complexity) apply to and form part of the Contract with the following adaptations:

- a) References to Public Works and Government Services Canada (PWGSC) are replaced by the Department of Indian Affairs and Northern Development (DIAND); and
- b) "Pursuant to the *Department of Public Works and Government Services Act* (S.C. 1996, c.16," is deleted from the text under Section 2 – Standard Clauses and Conditions.
- c) Section 10, Subsection 1 is amended as follows:

Delete: "Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery".

Insert: "Invoices must be submitted by Email to the Project Authority in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery".

- d) Section 10, Subsection 2 , paragraph a. is amended as follows:

Delete: "the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s)".

Insert: "the contract title and number, the date, deliverable/description of the Work, evidence of actual costs (cost reimbursable elements) and timesheets (if payment is based on hourly or per diem rates).

3.2 Supplemental General Conditions

3.2.1 Indemnification

The Contractor must indemnify and save harmless Canada from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by or attributable to the activities of the Contractor under this Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from ***upon award*** to June 30, 2015 inclusive.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Bonnie David
Title: Contracting Officer Specialist
Department of Indian Affairs and Northern Development
Directorate: Corporate Services
Address: 1138 Melville Street, Vancouver, BC V6E 4S3

Telephone: 604-666-8052

Facsimile: 604-775-7149
E-mail address: Bonnie.David@aandc-aadnc.gc.ca

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

5.2 Project Authority

The Project Authority for the Contract is:

Name: _____

Title: _____

Department of Indian Affairs and Northern Development

Directorate: _____

Address: _____

Telephone: ____ _

Facsimile: ____ _

E-mail address: _____

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

6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

7. Payment

7.1 Basis of Payment

The Contractor will be paid in accordance with the Basis of Payment at Annex "B "

7.2 Limitation of Price

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.3 Method of Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;

- b. all such documents have been verified by Canada; and
- c. the Work performed has been accepted by Canada.

Invoices must be submitted by Email to the Project Authority in the Contractor's name.

7.4 Electronic Payment

Canada is phasing out cheques in favour of direct deposit by April 1, 2016. Therefore, all Canadians and Canadian businesses are encouraged to register for direct deposit as soon as possible to not miss the deadline. The electronic transfer allows Canada's payments to be deposited directly into a contractor's bank account. The Contractor is encouraged to register for [Electronic Direct Payment](http://www.aadnc-aandc.gc.ca/eng/1362499152985/1362499322435) (<http://www.aadnc-aandc.gc.ca/eng/1362499152985/1362499322435>) and to provide its account information upon request.

8. Certifications

8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

8.2 Federal Contractors Program for Employment Equity - Default by the Contractor

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.

9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in *The Province of British Columbia*.

10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010C (2014-06-26), General Conditions – Services (Medium Complexity));
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, CMTA Spring 2015 Planting Program – Seedling/Seedlot Allocation Worksheets,

- (f) Annex D, CMTA Block and Location Overview Maps,
- (g) Annex E, Emergency Response Plan,
- (h) Annex F, Insurance Requirements,
- (i) Annex G, Federal Contractors Program for Employment Equity - Certification;
- (j) the Contractor's bid dated _____ as clarified on _____" **or** ", as amended on _____"

11. Insurance

The Contractor must comply with the insurance requirements specified in Annex F. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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

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

12. Official Languages

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.

13. Foreign Nationals (Canadian Contractor)

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

14. Joint Venture

14.1 The joint venture (the "Joint Venture") is comprised of the following members:

[List Joint Venture members]

14.2 _____ has been appointed as the "**Lead Member**" of the Joint Venture and has full authority to act as agent for each member of the Joint Venture with respect to all matters relating to the Contract;

14.3 By giving notice to the Lead Member, Canada shall be deemed to have given notice to all members of the Joint Venture;

- 14.4 The payment of moneys under the Contract to the Lead Member will act as a release from all the members of the Joint Venture;
- 14.5 Canada may, at its discretion, in the event of disputes among the members of the Joint Venture or changes in its composition, terminate the Contract; and
- 14.6 All members of the Joint Venture are jointly and severally or solidarily liable for the performance of the Contract.

15. T1204 - Information Reporting By Contractor

15.1 Pursuant to paragraph 221 (1)(d) of the *Income Tax Act*, R.S. 1985, c.1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.

15.2 To enable departments and agencies to comply with this requirement, the Contractor must provide the following information within fifteen (15) calendar days following contract award:

- a. the legal name of the Contractor, i.e. the legal name associated with its business number or Social Insurance Number (SIN), as well as its address and postal code;
- b. the status of the Contractor, i.e. an individual, a sole proprietorship, a corporation, or a partnership;
- c. the business number of the Contractor if the Contractor is a corporation or a partnership and the SIN if the Contractor is an individual or a sole proprietorship. In the case of a partnership, if the partnership does not have a business number, the partner who has signed the Contract must provide its SIN;
- d. in the case of a joint venture, the business number of all parties to the joint venture who have a business number or their SIN if they do not have a business number.

15.3 The information must be sent to the person and address specified below. If the information includes a SIN, the information should be provided in an envelope marked "protected".

Name of person_____

Address_____.

16. Additional SACC Manual Clauses

16.1 Performance Bonds

In order to ensure that funds will be available to complete the Work in accordance with the conditions of the Contract, the Contractor must, within 30 calendar days after the date of contract award, provide to the Contracting Authority a duly executed performance bond form [PWGSC-TPSGC 505](#). The performance bond must be ten

(10%) percent of the Contract Price and must be accepted as security by one of the bonding companies listed in [Treasury Board Contracting Policy, Appendix L](#), Acceptable Bonding Companies.

If Canada does not receive the performance bond within the specified period, Canada may terminate the Contract for default pursuant to the default provision of the Contract.

16.2 Workers Compensation

SACC Manual Clause A0285C (2007-05-25) Workers Compensation

16.3 Termination on Thirty Days Notice

SACC Manual Clause A0072C (2008-12-12) Termination on Thirty Days Notice

ANNEX "A"

STATEMENT OF WORK

TITLE

Reforestation Services at the Chilcotin Military Training Area (CMTA)

BACKGROUND

The Chilcotin Military Training Area (CMTA), located north of the small community of Riske Creek and approximately 35 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 5,000 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 A – CMTA Spring 2015 Reforestation Overview Map.

OBJECTIVE

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 "B" – Basis of Payment. This will include 2015 spring planting for of the following tree species by hectare for artificial regeneration:

- Lodgepole Pine
- Douglas Fir - Interior

The timing for planting of up to two million nine hundred and fifty thousand (2.95M) 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 2015 to early May 2015.

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, the Contractor must 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.

The Contractor must also 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 "E" – 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);
- No personnel smokes except in areas that are free of or fully cleared of all flammable material; and
- Fire tool equipment is to be consistent with BC Wildfire Regulations located here: http://www.bclaws.ca/Recon/document/ID/freeside/11_38_2005

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.

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;
- 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 "C" CMTA Spring 2015 Planting Program – Seedlings/Species Allocation Worksheet*, in the corresponding Planting Units shown on the attached map - *Annex "D"* (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/fall 2014 field viewing and as outlined in the spring 2015 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;
- 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 microsities 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 microsities 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 microsities 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 B – Basis of Payment*. 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 varies from 800 to 1600/stems/hectare depending on block, site and residual tree characteristics.

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 B – Basis of Payment*.

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

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.
- 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.

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 2015 prior to commencing work.
- provide a Performance Bond in the form of a letter of credit, certified cheque or Safekeeping Agreement issued by a major Canadian Chartered Bank in the amount of one hundred thousand dollars (\$100,000.00) upon contract award.
- 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 ranges that vary per opening :
 - Lodgepole Pine
 - 800-1600
 - Douglas Fir – Interior
 - 800-1600
- 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;
 - 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.

DEPARTMENTAL SUPPORT

The department will:

- provide the seedlings and area based planting units as specified in Annex “B” Basis of Payment;
- 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;
- Approximately 35 kilometers 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.

ANNEX "B"

BASIS OF PAYMENT

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid an all inclusive firm hectare price(s) as specified in the contract. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

Cut Block #	Estimated Area (Ha)	Price Per Hectare (\$)	Total Price for Cut Block
A1 (REM)	339.7		
C2	23.32		
D24	60.24		
A8-A (REM)	6.33		
D6S	58.53		
D6N	152.09		
F1A	10.84		
F21	2.08		
E4N	17.15		
E4S	80.81		
Totals	1989.15		

Fixed Fees	\$
Maximum GST Payable (5%)	\$
Total Contract Value.....	\$

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 1/200th 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%.

% 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

ANNEX "C"

CMTA SPRING 2015 PLANTING PROGRAM - Pli SEEDLING/SEEDLOT ALLOCATION WORKSHEET
WILDFIRE AREA REFORESTATION

Block Name	Harvested Area (ha)	NAR (ha) 2015	UNNP/W TP (ha)	Planted Spring 2014	Minimum Acceptable Planted Density	Target Inter Tree Spacing approx (m)	Minimum Inter Tree Spacing (m) (1.8 for rock)	Target Planted Stems/ha	Total Estimated Seedlings / Opening	Pli Seed Lot 53043	Season	Access	Notes
<i>A1 (REM)</i>	653.42	339.70	26.42	287.30	1350	2.9	2.0	1400	475580	475580	Spring 2015	Horse Road	Clear Cut with residual stems and patches
<i>A8-A (REM)</i>	61.38	3.00	1.14	57.24	1150	3.1	2.0	1200	3600	3600	Spring 2015	CP Expressway	Clear Cut with residual stems
<i>C2</i>	252.30	247.99	4.31		950	3.4	2.0	1000	247990	247990	Spring 2015	Elk Road	Clear Cut and Patch Cut with residual stems
<i>D6S</i>	72.97	70.49	2.48		1350	2.9	2.0	1400	98686	98686	Spring 2015	CP Expressway	Clear Cut
<i>D22 (REM)</i>	61.74	20.70	1.66	39.38	1350	3.1	2.0	1400	28980	28980	Spring 2015	CP Expressway	Clear Cut
<i>D32 (REM)</i>	13.36	13.36	0.00		1350	3.1	2.0	1400	18704	18704	Spring 2015	CP Expressway	Clear Cut
<i>D24</i>	206.15	166.82	4.23	35.10	1150	3.1	2.0	1200	200184	200184	Spring 2015	CP Expressway	Clear Cut
<i>E4N</i>	529.90	518.70	11.20		1150	3.1	2.0	1200	622440	622440	Spring 2015	Elk Road	Clear Cut, Patch and Select Harvest
<i>F1A</i>	290.80	279.52	11.28		750	3.8	2.0	800	223616	223616	Spring 2015	RS Expressway	Clear Cut, Patch Cut with residual stems
<i>F20</i>	576.60	552.12	24.48		950	3.4	2.0	1000	552120	552120	Spring 2015	RS Expressway	Clear Cut with residual stems and patches
<i>F21</i>	46.20	46.20	0.00		1150	3.1	2.0	1200	55440	55440	Spring 2015	Elk Road	Clear Cut with residual stems
<i>TT 1-6</i>	49.00	49.00	0.00		650	4.1	2.0	700	34300	34300	Spring 2015	CP Expressway	Patch Cut with residual stems

* All species Mix: Pli 100
 ** All Stock Type: PSB410
 *** All Site Prep: Raw

Total 2561640
 Total Allocated 2564600

**CMTA SPRING 2015 PLANTING PROGRAM - F&I FILL PLANT SEEDLING/SEEDLOT ALLOCATION WORKSHEET
CUTTING PERMIT WEST - TIMBER MARK - EDULG**

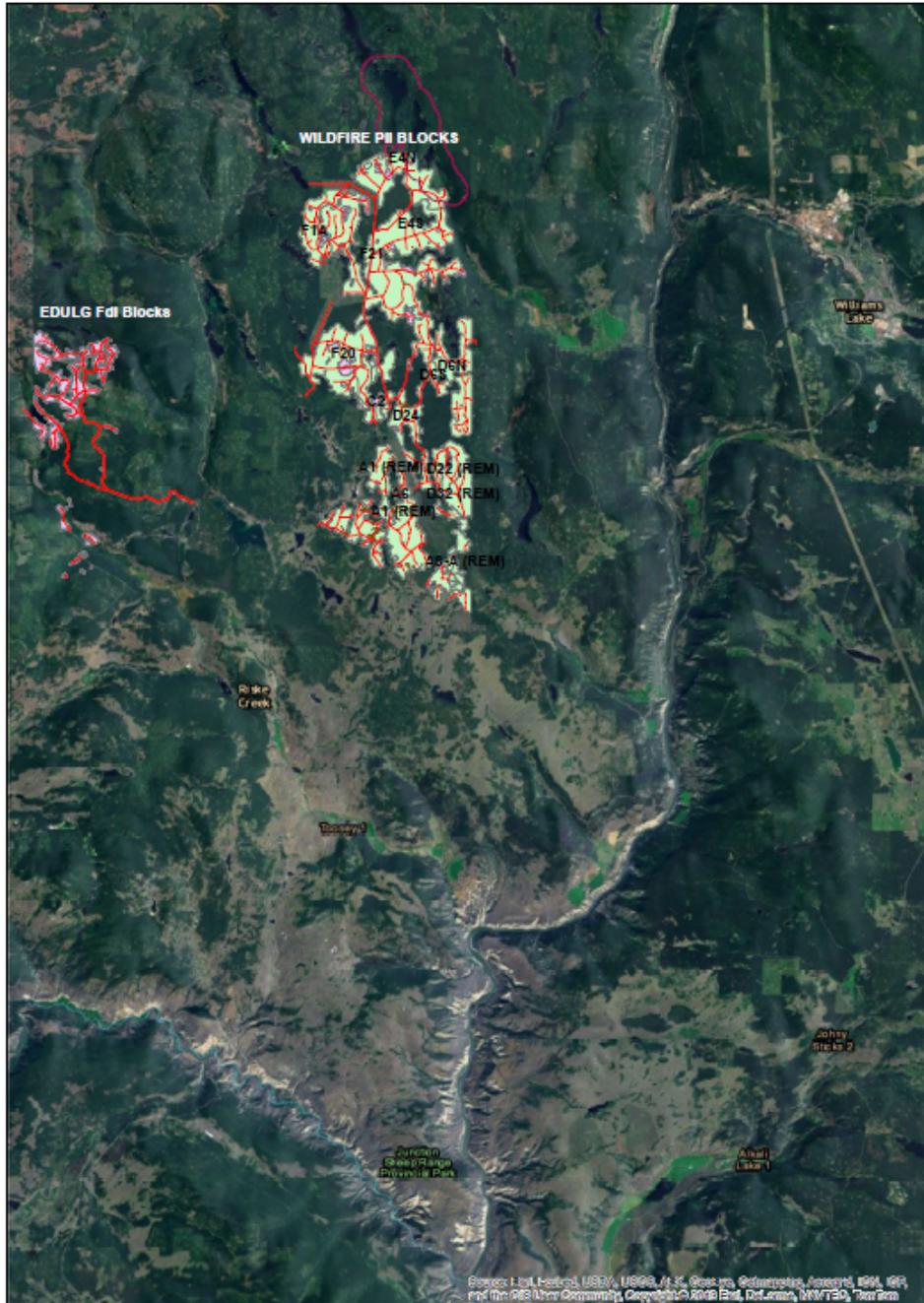
Block Name	Harvested Area (ha)	NAR (ha)	UNNP/WTP (ha)	WSS Count	Minimum Acceptable Density Incl WS Naturals	Target Planted Inter Tree Spacing approx (m)	Minimum Inter Tree Spacing (m)	Target Planted Stems/ha	Total Estimated Seedlings / Opening	Fdi	Season	Access Location/ Issues	Notes
						<i>assuming naturals present</i>				<i>Seed Lots 3088/63016</i>			
1	147.80	142.45	5.35	339	1100	3.8	2.0	800	113960	3088	Spring 2015	Bear Road	Clear Cut with residual stems
2	105.30	100.96	4.34	223	1100	3.6	2.0	1000	90864	3088	Spring 2015	Bear Road	Clear Cut with residual stems
3	52.80	50.17	2.63	365	1100	3.8	2.0	800	40136	63016	Spring 2015	Bear Road	Clear Cut with residual stems
4	131.50	124.90	6.70	318	1100	3.8	2.0	800	99920	3088	Spring 2015	Bear Road	Clear Cut with residual stems
5	13.00	12.60	0.40	169	1100	3.8	2.0	800	12600	63016	Spring 2015	Bear Road	Clear Cut with residual stems
6	12.90	12.90	0.00	615	1100	4.1	2.0	700	9030	63016	Spring 2015	Bear Road	Clear Cut with residual stems
7	6.30	5.80	0.50	233	1100	3.4	2.0	1000	5800	63016	Spring 2015	Bear Road	Clear Cut with residual stems
8	2.50	2.40	0.10	467	1100	3.8	2.0	800	1920	63016	Spring 2015	Bear Road	Clear Cut with residual stems
9	18.20	17.90	0.30	242	1100	3.4	2.0	1000	18200	3088	Spring 2015	Bear Road	Clear Cut with residual stems
17	4.10	4.10	0.00	200	1100	3.4	2.0	800	3280	63016	Spring 2015	Bear Road	Clear Cut with residual stems
TOTALS	494.40	474.18	20.32						395710				

* All Species Mix: Fdi 100
 **All Stock Type: PSB 313B
 ***All Site Prep: Raw

SL 3088 Allocate	Actuals	320200.00
SL 63016 Allocate	Actuals	75.60

ANNEX "D"

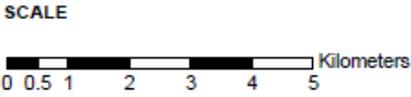
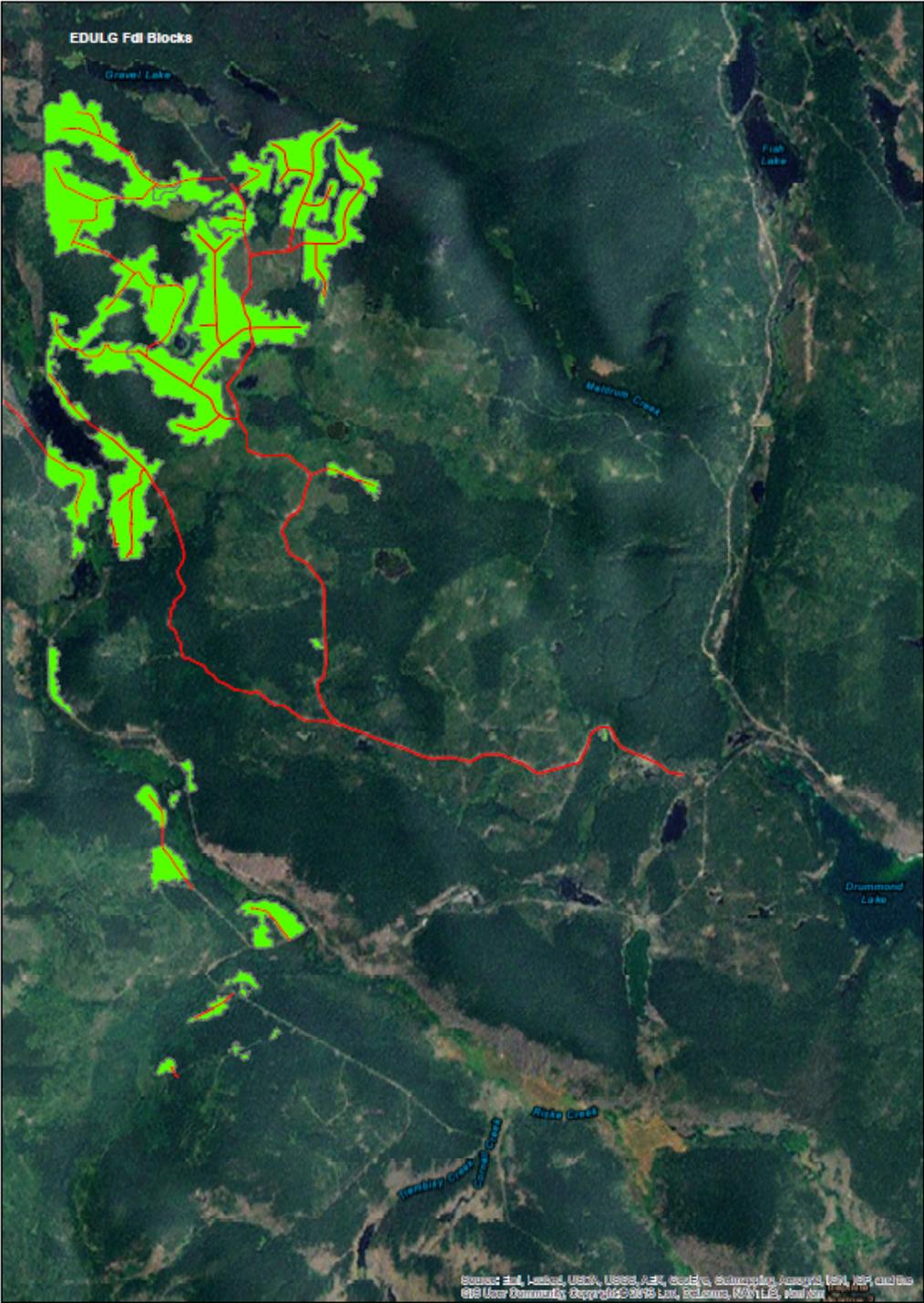
CMTA BLOCK AND LOCATION OVERVIEW MAP



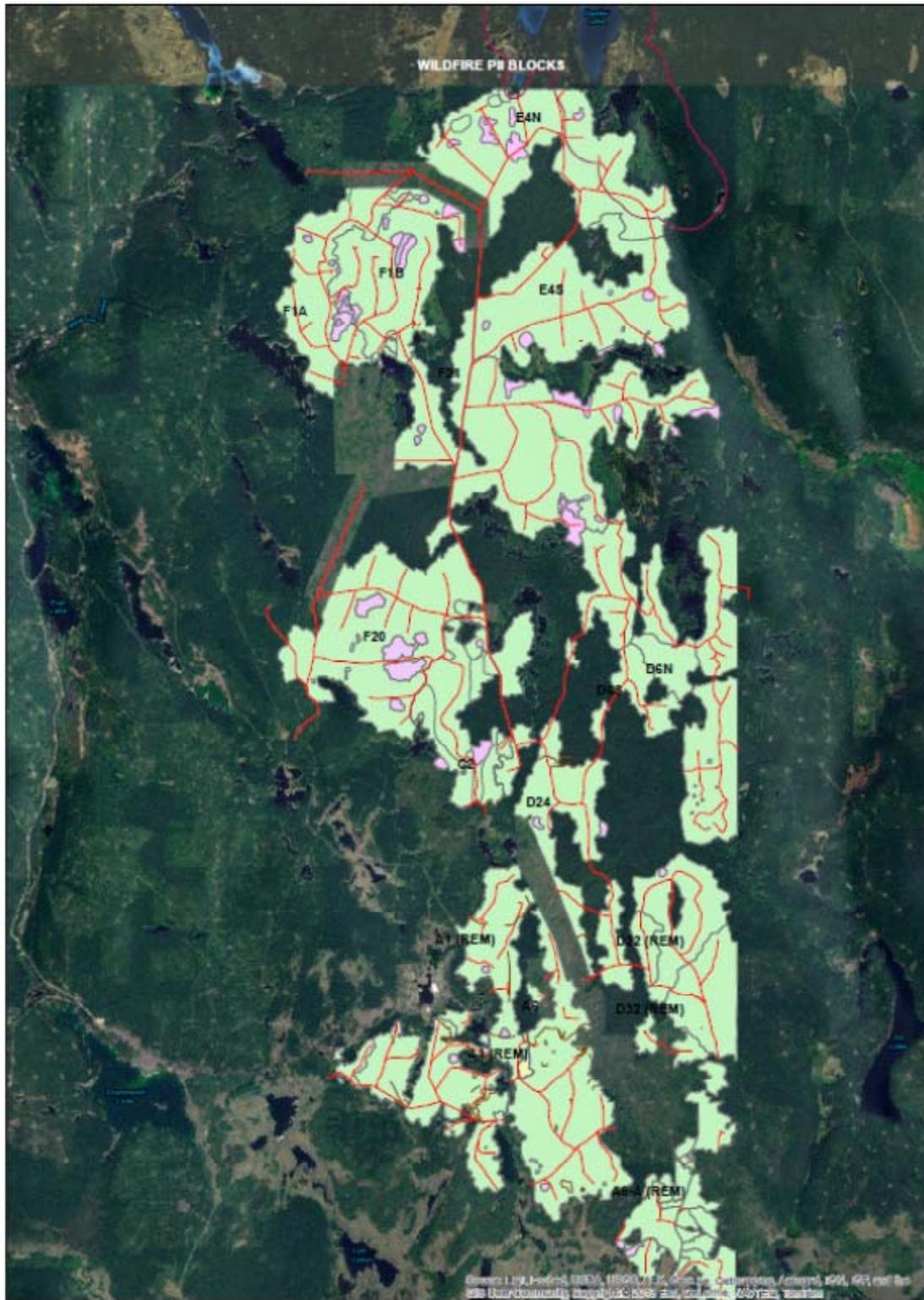
SCALE



CMTA Fdi BLOCK OVERVIEW MAP



CMTA Pli BLOCK OVERVIEW MAP



SCALE



ANNEX “E”
Emergency Response Plan

- 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"

Insurance Requirements

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Indian Affairs and Northern Development Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- q. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- r. Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

ANNEX "G"

CMTA SPRING 2015 - PRICING TABLE

Cut Block #	Estimated Area (Ha)	Price Per Hectare (\$)	Total Estimated Bid Price for Cut Block	Notes
A1 (REM)	339.7			*Overflow Block
C2	23.32			
D24	60.24			
A8-A (REM)	6.33			
D6S	58.53			
D6N	152.09			
F1A	10.84			
F21	2.08			
E4N	17.15			
E4S	80.81			
Totals	1989.15			

Total estimated Contract Price:

\$

**ANNEX “H” to PART 5 - BID SOLICITATION
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 any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's](#) website.

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 ESDC-Labour.

OR

- A5.2 The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-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 ESDC-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. (Refer to the Joint Venture section of the Standard Instructions).