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).

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

Title - Titre CMTA Free to Grow Silviculture Survey Services		
Solicitation Number - Numéro de l'invitation 1000177454		
Date (YYYYMMDD) - Date (AAAAMMJJ 2015-12-23	J)	
Solicitation Closes - L'invitatin prend fin	Time Zone - Fuseau horaire	
At - À 3:00PM	- Pacific Daylight Time (PDT)	
On (YYYYMMDD) - Le (AAAAMMJJ)	racine Daynght Time (PDT)	
2016-02-02		

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Contracting Authority - L'autorité contractante

Name - Nom

Kim Fletcher

Telephone Number - Numéro de téléphone

(604) 666-5216

Facsimile Number - Numéro de télécopieur

(604) 666-2485

Email Address - Courriel

Kim.Fletcher@aandc-aadnc.gc.ca

Destination(s) of Services - Destination(s) des services

British Columbia

Security - Sécurité

THIS REQUEST DOES NOT INCLUDE SECURITY PROVISIONS

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



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PART 1 - GENERAL INFORMATION

1.1 Security Requirement - Removed

1.2 Statement of Work

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

1.3 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.

- 1.4 Set-aside for Comprehensive Land Claims Agreement(s) Beneficiaries Removed
- 1.5 Set-aside under the Federal Government's Procurement Strategy for Aboriginal Business (PSAB) Removed

1.6 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.

1.7 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.

PART 2 - BIDDER INSTRUCTIONS

2.1 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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2003</u> (2015-07-03) 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: 60 days Insert: 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.

f) 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;
- 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";
- g) Section 17, Subsection 1 c) is revised as follows:
 - 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;
- h) 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.

2.2 Submission of Bids

- 2.2.1 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.
- 2.2.2 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.

2.2.3 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"

2.3 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 FPSs, 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
- 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 <u>Public Service</u> <u>Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian</u>

<u>Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, 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 FPSs 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 <u>Contracting Policy Notice</u>: 2012-2 and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

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.

2.4 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.

2.5 Applicable Laws

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

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

3.1 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 or .XPS format

Attachment III: Certifications 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.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

*Bidders should complete and sign page one of this tender and include it with their bid.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 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.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Evaluation	Mandatory Criteria	Required Supporting	YES	NO
Number	Mandatory Criteria	Information	ILO	NO
Resources				
M1	Project Supervisor The Bidder must provide a qualified supervisor who meets the following ABCFP (Association of BC Forest Professionals) credentials or a qualified Accredited Silvicultural Surveyor who is registered with the Ministry of Forests, Lands and Natural Resource Operations, Forest Practices Branch to manage and coordinate the work assignments. The proposed resource must have one or more of the following qualifications: • Registered Professional Forester (RPF) OR • Forester in Training (FIT) working under a RPF OR • Registered Forest Technologist (RFT) OR • Accredited Silvicultural Surveyor AND • A minimum of 3 years silviculture survey experience	Provide educational qualifications/certifications and/or proof of current registration as a RPF or FIT or RFT or Accredited Silvicultural Surveyor and proof of 3 years experience performing silviculture surveys.		
M2	Survey Crew Leader (can be the Project Supervisor)	Provide educational qualifications/certifications		
	The Bidder must provide a qualified survey crew leader who meets the following ABCFP (Association of BC Forest Professionals) credentials or an Accredited Silvicultural Surveyor registered with the Ministry of Forests, Lands and Natural Resource Operations, Forest Practices Branch to manage and	and/or proof of current registration as a RPF or FIT or RFT or Accredited Silvicultural Surveyor and proof of 2 years experience performing silviculture surveys.		

	25 Sought, Hamou and Imou.	of the contract work.
	an outline of how local Aboriginal(s) will be sought, trained and hired.	sought, trained and hired to work in all or portion(s)
-	The Bidder must include in their proposal	in the proposal of how local Aboriginal(s) will be
M5	survey experience Aboriginal Involvement	Provide a detailed outline
	 Registered Professional Forester (RPF) AND A minimum of 3 years silviculture 	
	The Bidder must provide a qualified resource who meets the following qualifications:	silviculture surveys.
M4	Registered Forest Professional – Sign and Seal Free Growing Declarations (can be the Project Supervisor)	Provide proof of current registration as a RPF and proof of 3 years experience performing
	A minimum of 3 years silviculture survey experience	
	Registered Professional Forester (RPF)	
	The Bidder must provide a qualified resource who meets the following qualifications:	silviculture surveys.
М3	Registered Forest Professional – Sign and Seal Survey Reports (can be the Project Supervisor)	Provide proof of current registration as a RPF and proof of 3 years experience performing
	proposed resource must have one or more of the following qualifications: Registered Professional Forester (RPF) OR Forester in Training (FIT) working under a RPF OR Registered Forest Technologist (RFT) OR Accredited Silvicultural Surveyor AND A minimum of 2 years silviculture survey experience	
	coordinate the survey crew. The	

4.1.2 Financial Evaluation

Pricing SILVICULTURE SURVEY SERVICES FOR HISTORICAL CMTA RESULTS OPENINGS		
Post Logging / Wildfire Survival Surveys Consisting of:	Unit of Measurement	Price Per Plot (excluding applicable taxes)
Stocking Summary for each opening and excel worksheet with field data for each opening.	Excel workbook (can use RESULTS format)	
Free to Grow Survey	3.99 m radius/1 plot every 2 hectares if opening is larger than 10 hectares 1 plot for any opening or stratum <10Ha	
Map must be provided for each opening showing SR and NSR noted and GPS'd in field along with 2 representative photographs of the juvenile tree conditions within the opening		
	TOTAL UNIT PRICING	

- Pli and Fdi are preferred; Sx is acceptable species
- Use minimum 2.0m inter-tree spacing for WSS Calculations
- FTG: Pli 1.4m over brush comp, Fdi 1.0m over brush comp; Sx 0.8m over brush comp
- * Refer to Page 61 of the Establishment to Free Growing Guidebook: Cariboo Forest Region for the IDFdk3

Please provide an **all inclusive price per plot** based on our estimate of 6500 – 7000 plots. These plots and all the work they include are also described in the Statement of Work.

As per industry standard, the all inclusive per plot rate(s) specified is a firm rate which includes all payroll, overhead and administration costs and profits, travel and miscellaneous expenses required to complete the Work. Goods and Service Tax or Harmonized Sales Tax is extra, if applicable.

SACC Manual Clause A0222T 2014-06-26, Evaluation of Price

4.2 Basis of Selection

4.2.1 SACC Manual Clause A0031T, 2010-08-16, Basis of Selection – Mandatory Technical Criteria

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 in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, 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 and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

5.1 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.

5.1.1 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.

5.1.2 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.

5.1.3 Additional Certifications Precedent to Contract Award

5.1.3.1 Status and Availability of Resources

5.1.3.1.1 SACC Manual Clause A3005T, 2010-08-16, Status and Availability of Resources

5.1.3.2 Education and Experience

5.1.3.2.1 SACC Manual clause A3010T 2010-08-16, Education and Experience

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to this Contract.

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

2035 (2015-07-03), General Conditions - Higher Complexity - Services, apply to and form part of the Contract with the following adaptations:

- References to Public Works and Government Services Canada (PWGSC) are replaced by the Department of Indian Affairs and Northern Development (DIAND);
- 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 12, 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"; and
- d) Section 12, 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 and financial code(s)".

e) Insert:

2035 45 (2015-04-01) 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.

6.4 Term of Contract

6.4.1 Period of the Contract

A9022C (2007-05-25) Period of Contract

The period of the Contract is from date of Contract to March 31, 2017 inclusive.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Kim Fletcher

Title: Senior Contracts Officer

Department of Indian Affairs and Northern Development

Address: 1138 Melville Street

Telephone: 604-666-5216 Facsimile: 604-666-2485

E-mail address: Kim.Fletcher@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. 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.

6.5.2 Project Authority

The Project Authority for the Contract is:

Name:	
Title:	_
Department of Ir	ndian 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.

6.5.3 Contractor's Representative

6.6 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.

6.7 Payment

6.7.1 Basis of Payment

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

6.7.2 Limitation of Price

SACC Manual clause C6000C 2011-05-16 Limitation of Price

6.7.3 Method of Payment – Monthly 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:

- 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.

6.7.4 SACC Manual Clauses - Removed

6.7.5 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) and to provide its account information upon request.

6.7.6 T1204 – Direct Request By Department

6.7.6.1 Pursuant to paragraph 221 (1)(d) of the <u>Income Tax Act</u>, 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.

6.7.6.2 To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

6.8 Invoicing Instructions

- The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions and under subsection 6.3.1 c) and d) of this contract. Invoices cannot be submitted until all work identified in the invoice is completed.
- 2. Each invoice must be supported by:
 - a. a copy of the monthly progress report.
- Invoices must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6.9 Certifications

6.9.1 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.

6.9.3 SACC Manual Clauses - Removed

6.10 Applicable Laws

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

6.11 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;
- the general conditions 2035 (2015-07-03), General Conditions Higher Complexity - Services;
- c) Annex A, Statement of Work;
- d) Annex B, Basis of Payment;
- e) Annex C, MAP, CMTA Results Opening Location Overview Map;
- f) the Contractor's bid dated (insert date of bid)

6.12 Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any

insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

6.13 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, Igaluit, Yellowknife and Whitehorse and in IOGC, the Calgary regional office.

6.14 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.

6.15 Joint Venture

6.15.1	The joint venture (the "Joint Venture") is comprised of the following members:
	[List Joint Venture members]
6 15 2	has been appointed as the "I ead Member" of the Joint Vent

- 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;
- **6.15.3** By giving notice to the Lead Member, Canada shall be deemed to have given notice to all members of the Joint Venture;
- **6.15.4** The payment of moneys under the Contract to the Lead Member will act as a release from all the members of the Joint Venture;
- **6.15.5** 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
- **6.15.6** All members of the Joint Venture are jointly and severally or solidarily liable for the performance of the Contract.

ANNEX "A"

STATEMENT OF WORK

PROJECT TITLE

CMTA Free to Grow Silviculture Survey Services

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 and rehabilitation of forest resources on this property is the responsibility of the Department of Indian Affairs and Northern Development (DIAND) through an Order-in-Council P.C. O.I.C 1961-807.

In the last decade, this property has also been adversely impacted and approximately 4,000 hectares (Ha) of Lodgepole pine dominated stands in the western half of the property have been damaged by the Mountain Pine Beetle (MPB).

In 2013 DIAND undertook stocking and survival silviculture surveys in areas previously logged under Timber Mark EDULG (Winter 2013), which comprised roughly 1000Ha of the total 41,000Ha of the CMTA land base. This was specifically done to provide data for the 2015 Reforestation program of this small area. Other required silviculture surveys were not initiated at this time due to lack of resources.

DIAND is required for inventory purposes to initiate Free to Grow / Stocking silviculture surveys on historical RESULTS based openings harvested between 1969 and 1988, which comprises approximately 11,650Ha. (See attached Overview Map) Inventory information on the health of these juvenile stands has never been collected and is required to verify if the stands of timber require silviculture treatments or replanting areas that are Not Satisfactorily Restocked (NSR).

OBJECTIVE

DIAND is looking to establish a contract to carry out the following silviculture surveys on the CMTA Lands:

- Visual assessments
- Sample plot surveys for Free to Grow / Stocking Surveys on provincially catalogued RESULTS based openings
- Map survey results by GIS and provide PDF and shape file data
- Note plantability in areas not satisfactorily restocked (NSR)

SCOPE OF WORK

The Contractor shall perform the following to the standards as established within this document to the satisfaction of the Departmental Representative:

GENERAL STANDARDS OF PERFORMANCE - ALL SURVEYS

The Contractor shall conduct free growing / stocking surveys, develop silviculture treatment recommendations (if required) and complete reports in accordance with and to the standards set out in the following documents, as amended from time to time:

- The approved Prescription for the Opening.
- BC Silviculture Survey Procedures Manual insert version name, located at: http://www.for.gov.bc.ca/hfp/silviculture/Surveys/SilvicultureSurveyProceduresManual April 1 2010.pdf
- Establishment to Free Growing Guidebook Version. 2.4, located at: http://www.for.gov.bc.ca/tasb/legsregs/fpc/fpcguide/FREE/EFG-Car-print.pdf (IDFdk3 – Cariboo Establishment to Free Growing Table is located on Page 61)
- Silviculture Survey report template as shown in the BC Silviculture Surveys Procedure Manual.
- Site Index by Ecological Classification Estimates/ Approximations located at: http://www.for.gov.bc.ca/hre/sibec/

The Contractor must be familiar with and understand the following documents, as amended from time to time. Relevant documents include, but are not limited to:

- Forest and Range Practices Act and corresponding Regulations. Located at: https://www.for.gov.bc.ca/tasb/legsregs/
- Forest Cover Stratification and Milestone Declaration V1.4, August 14, 2007, located at: http://www.for.gov.bc.ca/hfp/silviculture/Stratification%20and%20Milestone%20Regulation%20Examples_v1%204.pdf
- Forest Practices Code guidebooks located at: http://www.for.gov.bc.ca/tasb/legsregs/fpc/fpcguide/guidetoc.htm
- Silviculture Prescription Data Collection Field Handbook, Land Management Handbook 47, 2000 – located at: http://www.for.gov.bc.ca/hfd/pubs/Docs/Lmh/Lmh47.htm

SAMPLE PLOT SURVEYS - FREE GROWING AND STOCKING

The following additional standards of performance shall apply where the work requires the Contractor to conduct a sample plot survey for stocking, free growing, or plantability.

Objectives

The objective of plot Surveys are:

- to determine the stocking and/or free growing levels existing within each historically logged Opening as per the RESULTS database existing on the CMTA;
- Determine the number of plantable spots that exist within the stratum of each Opening if a portion of the assessed opening is NSR;
- Quantify free growing and stocking levels for each Stratum within the Opening to accepted statistical requirements;
- Identify limiting factors that may prevent maintenance of appropriate stocking levels or achievement of required free-growing stocking levels;
- Delineate areas where further silviculture treatments or planting may be necessary with the Opening;
- Recommend treatments necessary to maintain or achieve appropriate free growing and/or stocking levels;
- Provide a map(s) of the Opening with any areas currently NSR and ribbon NSR areas in the field for potential reforestation treatments in spring 2016 or beyond;
- Provide digital shape file, Geo-referenced PDF file to be uploaded into an ARCgis database; and
- Provide two (2) hardcopy maps of the Opening in question.

Sampling Specifications

• Establish circular sample plots which have a radius of 3.99 metres (0.005 hectares), unless otherwise specified in writing by the Departmental Representative at a ratio of 1 plot for

- every two hectares unless openings/stratums are less than 5 hectares in which case 1 plot will be put in per hectare.
- Note conditions, well spaced stems, stocking and health of trees (disease or site limitations) in the plot and minimum height.
- Use either grid or vector sampling methods as set out in the Silviculture Survey Procedures
 Manual located at:
 - http://www.for.gov.bc.ca/hfp/silviculture/Surveys/SilvicultureSurveyProceduresManu al_April_1_2010.pdf to establish sample plots throughout the Work Area.
- Establish in each Stratum sample plots at a sampling intensity that will accurately represent
 each identified Stratum and will provide for statistical analysis to determine the stocking or
 free growing status for Surveys with even-aged Stocking Standards. This must be in
 accordance with the methodology set out in the Statistics section of the Silviculture Survey
 Procedures Manual.
- Establish the greater of one (1) plot per hectare or five (5) plots in each stratum for Surveys with uneven-aged or multi-storey Stocking Standards.

VISUAL ASSESSMENT SURVEYS - OPTIONAL ESTABLISHMENT OF PLOTS

The following additional standards of performance shall apply where the work requires the Contactor to conduct visual stocking, regeneration, or free-growing assessments. Visual assessment should be used where there is a clear determination that a given historical Opening is NSR and the method will result in a time/cost savings from putting in established plots.

Objectives

The objectives of visual assessment surveys are:

- To confirm whether appropriate stocking and/or free-growing levels exist within the Opening;
- To identify limiting factors that may prevent maintenance of appropriate stocking levels or achievement of required free-growing stocking levels;
- To delineate areas where further silviculture treatments/reforestation may be necessary;
- To recommend treatments/reforestation (density) necessary to maintain or achieve appropriate stocking and/or free-growing levels.

Sampling Specifications

- Review the stocking level of well-spaced and/or free growing well-spaced preferred (Pli/Fdi) and acceptable (Sx) crop trees for each Stratum; and
- Complete randomly located sample plots to confirm information gathered in the visual assessment Survey.
- Ensure sampling is consistent with all relevant and current BC silviculture guidance materials and regulations as noted above.

MARKING LINES AND PLOTS

To assist the Departmental Representative in locating the plot centres, the Contractor shall:

- Mark the Point of Commencement (P.O.C.) with flagging tape on which the Contractor shall write, in waterproof ink:
 - o The P.O.C. number (as appropriate);
 - The date of Survey;
 - o The licence, cutting permit, and block numbers, or Opening number;
 - o The type of Survey conducted; and
 - The direction and distance to the first plot.
- Mark the baseline (if established) and all strip lines with flagging tape on which the Contractor shall write the baseline and stripline number (as appropriate) in waterproof ink.
 Where handheld global positioning system (GPS) units are used to determine Universal

Transverse Mercator (UTM) coordinates of plot centre locations, marking of baseline(s) and strip line(s) is not required.

- If plots are established, mark the plot centres by affixing flagging tape to the ground and at a height of approximately 1.3 meters above each plot centre, on which the Contractor shall write in waterproof ink:
 - o The plot number and strip line (if applicable);
 - o The surveyor's initials; and
 - o The bearing and distance to next plot.

PHOTOGRAPHY

Unless otherwise specified in writing by the Departmental Representative, the Contractor shall provide at least one (1) colour digital photograph showing a representative portion(s) and overview of each Stratum in each Opening.

Additionally, the Contractor shall provide at least one (1) colour digital photograph showing a representative well-spaced crop tree for each Stratum of each Opening.

PROJECT AND TREATMENT MAPS

Unless otherwise specified in writing by the Departmental Representative, the Contractor shall:

- Prepare a Project Map to the following specifications for each Opening surveyed;
- Prepare a Treatment Map to the following specifications for each Opening surveyed where future treatments are recommended based on the Survey results;
- Unless otherwise specified in this Schedule draft the Project and Treatment Maps at a scale of 1:10,000 on legal-sized paper;
- Ensure Project and Treatment Maps detail the following:
 - Date of Survey;
 - Opening number;
 - Canada as the licensee, cutting permit, and block numbers;
 - Unique block identifier (UBI) number;
 - o Scale:
 - Legend identifying line types and symbols used on the map;
 - Opening boundary;
 - Roads and landings:
 - Creeks and streams;
 - Identification of each Stratum;
 - Identification of each Standards Unit:
 - Aerial photograph tie points (if applicable);
 - Access notes;
 - Forest cover inventory label and silviculture label (including well-spaced and free growing trees per hectare) for each Stratum;
 - Types outside the Opening boundary;
 - North arrow; and
 - o Draught person's name and date of draught.
- Ensure all Project and Treatment Maps submitted to the Departmental Representative are originals, not photocopies;
- Ensure that Project Maps also detail the following:
 - o Point of commencement (P.O.C);
 - Survey lines with numbers and direction travelled;
 - o Identification of each ecosystem site series;
 - Opening and Stratum areas;
 - Photograph ground point location and direction of image; and
 - o Type of Survey.

ALLOWABLE ERRORS IN MEASUREMENT

The Contractor shall record survey information accurately within the following allowable errors:

ITEM	ALLOWABLE ERROR
P.O.C.	± 10 metres
All bearings	± 2 degrees
All plot centres and tie points	± 2% of horizontal distance (HD)
Plot radius	± 1% of HD
Closed traverse	± 1% error of closure
Estimated tree heights:	
• under 2 metres	± 10 centimetres
• 2 metres to 10 metres	± 10 %
greater than 10 metres	± 20%
Measured tree heights	± 5%
Estimated tree diameters	± 20% (rounded to the nearest whole cm)
Estimated stand age	± 20%
Site index	± 20%
Stratum area in hectares	± 3 metres (for Growth Intercept Method)
Number of well-spaced trees, free growing	± 10%
trees	
Number of plantable spots, preparable spots	± 10%
Number of total trees, total conifers, or	± 20%
countable conifers	
Forest health factors	± 10% absolute difference

JOINT FIELD INSPECTION

The Contractor shall schedule with the Departmental Representative (at minimum) a quarterly joint inspection of the work units, prior to demobilizing the site. Prior to the end of the contract a final inspection and wrap up meeting will be required with the Departmental Representative. A minimum 2 weeks notice shall be provided to the Departmental Representative to arrange for these site inspections or the Departmental Representative may require the contractor to meet, with advance notice, at a time that is suitable to him.

The Departmental Representative shall conduct field inspections for all surveys by checking, at their discretion, the results of all plots and lines established by the Contractor on a portion or portions of the Payment Area or by establishing an independent survey of some of the Strata within the Payment Area.

Where the Departmental Representative checks the results of actual plots established by the Contractor in an Opening, it shall inspect the up to ten (10) plots established or up to 10% of plots established, and the Departmental Representative shall assess and compare the data it obtains with that collected by the Contractor for the same plots and, at a minimum, the following survey results:

- Well-spaced trees by species;
- Free-growing trees;
- Total trees;
- Brush hazard;
- Forest health factors; and

SITE CONDITIONS

The survey work area within this contract is accessible via four wheel drive vehicle.

Winter conditions may apply which may mean access will be limited to snow mobile or by foot. Every effort will be made by the Contractor to conduct the survey program in times of no or minimal snow.

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:

- Snow and icy conditions from November 1st to April 30th; and
- Wildlife within the CMTA
- Active logging traffic which necessitates the use of two way radio communication at all times.
- Potential heavy duty machinery operating on road ways and cut blocks within the survey areas or access roads to and from survey areas.

Note: This list does not identify routine safety hazards associated with forestry operations.

DELIVERABLES

The Contractor shall provide one original of the following deliverables for the Free Growing and Stocking Survey:

- All original field data, plot lines and GPS waypoints and summary forms in PDF and shape file formats;
- Project Map in PDF and shape file formats;
- Treatment Map (where future silviculture treatments are recommended) in PDF format;
- Survey Report, signed and sealed by Qualified Forest Professional in PDF format;
- Colour photograph for each Stratum (which may be incorporated into the report) in JPG format;
- Recommendations for amendment to Prescriptions, as applicable, with rationale and map(s) in PDF format;
- Where not satisfactorily restocked (NSR) or critical non-free growing areas are identified within an Opening, a field map in shape file format and statistics for the Opening within ten (10) Work Days of completion of a Survey;
- Where a free-growing Survey is specified, the average green-up height for the Opening (which may be incorporated into the report) in PDF format; and
- Where a Standards Unit has reached regeneration or free growing standards, a declaration letter signed by a Qualified Forest Professional attesting the opening is Free to Grow.

The Contractor shall provide one original of the following deliverables for the Visual Assessment Survey if utilized:

- All original field data and summary forms;
- Project Map in PDF format;
- Treatment Map where future treatments are recommended in PDF and shape file formats;
- Survey report, signed and sealed by Qualified Forest in PDF format;
- Colour photograph for each Stratum (which may be incorporated into the report) in JPEG format; and
- Where not satisfactorily restocked (NSR) or critical non-free growing areas are identified within an Opening, a field map and statistics for the Opening within ten (10) Work Days of completion of a Survey.

DEPARTMENTAL SUPPORT

AANDC will:

- Supply the Contractor with the following resources, material, equipment, or property (the "Property") at no cost to the Contractor:
 - The AANDC Departmental Representative shall supply the necessary CMTA survey maps, diagrams and photographs required for each assigned project;
 - Sample templates and/or forms for work submissions, and
- Be available for consultation as required.
- Be available for a pre-work and CMTA orientation meeting before the contract starts.
- Be available in the field at a minimum of each quarter of the year for field review and discussion; inspect the Contractor's silvicutural survey work to ensure it meets contract standards, etc. In addition, be available to discuss by phone or in the field during scheduled field visits to discuss issues of importance regarding CMTA forest management.

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 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/access and/or individual cut blocks/historical openings for each work assignment.

Greening Government Operations

Canada is committed to greening its supply chain. In April 2006, 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. Environmentally preferable goods and services are those that have a lesser or reduced impact on the environment over the life cycle of the good or service, when compared with competing goods or services serving the same purpose. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances.

Furthermore, in June 2008 the <u>Federal Sustainable Development Act</u> was passed to provide the legal framework for developing and implementing a Federal Sustainable Development Strategy that will make environmental decision making more transparent and accountable to Parliament. A Federal Sustainable Development Strategy is developed every three years that includes shrinking the environmental footprint of government operations. Green procurement is a key enabler of these objectives.

In accordance with the <u>Policy on Green Procurement</u> and Federal Sustainable Development Strategy, for this requirement:

General

- The Contractor is encouraged to offer or suggest green solutions whenever possible.
- b) The Contractor should consider the complete lifecycle of products and services provided to favor strategies, processes, and materials that assure sustainable development.
- c) The Contractor should use green meetings practices when conducting workshops and meetings. Guides to green meeting practices are available through Environment Canada and the United Nations Environment Program.

Travel

- a) The Contractor is encouraged to work off-site to reduce commuting requirements where security requirements allow.
- b) The Contractor is encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel.
- c) Where transportation is required, the Contractor is encouraged to use environmentally preferred modes of transportation, where feasible.
- d) The Contractor is encouraged to use accommodations with environmental ratings:

 Contractors of the Government of Canada may access the PWGSC Accommodation

 Directory to search for accommodations with Green Key and/or Green Leaf ratings that will honor the pricing for Contractors.

Paper Consumption

- a) The Contractor is requested to provide all correspondence including (but not limited to)
 their bid, documents, reports and invoices in electronic format unless otherwise specified
 by the Contracting Authority or Project Authority, thereby reducing printed material.
 Should printed material be required, double sided printing in black and white format is the
 default unless otherwise specified by the Contracting Authority or Project Authority.
- b) Printed material is requested on paper that is EcoLogo certified or equivalent, certified as using fibre originating from a sustainably managed forest and/or minimum recycled content of 30%. Paper is also to be processed chlorine free, whenever possible.
- c) The Contractor should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).

ANNEX "B"

BASIS OF PAYMENT

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm all inclusive per plot rate(s). 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.

Pricing SILVICULTURE SURVEY SERVICES FOR HISTORICAL CMTA RESULTS OPENINGS Post Logging / Wildfire **Price Per Unit** Survival Surveys **Unit of Measurement** (excluding applicable Consisting of: taxes) Stocking Summary for each opening and excel worksheet Excel workbook with field data for each (can use RESULTS format) opening. 3.99 m radius/1 plot every 2 hectares if opening is larger than 10 hectares Free to Grow Survey 1 plot for any opening or stratum <10Ha Map must be provided for each opening showing SR and NSR noted and GPS'd in field along with 2 representative photographs of the juvenile tree conditions within the opening **TOTAL UNIT PRICING**

- Pli and Fdi are preferred; Sx is acceptable species
- Use minimum 2.0m inter-tree spacing for WSS Calculations
- Contract spacing is 2.7m (1600st/Ha)
- FTG: Pli 1.4m over brush comp, Fdi 1.0m over brush comp; Sx 0.8m over brush comp
- * Refer to Page 61 of the Establishment to Free Growing Guidebook: Cariboo Forest Region for the IDFdk3

As per industry standard, the all inclusive per plot rate(s) specified is a firm rate which includes all payroll, overhead and administration costs and profits, travel and miscellaneous expenses required to complete the Work. Goods and Service Tax or Harmonized Sales Tax is extra, if applicable.

ANNEX "C" MAP

CMTA RESULTS OPENING LOCATION OVERVIEW MAP

