



REQUEST FOR PROPOSAL

RETURN BIDS TO:

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

soumission.bid@aadnc-aandc.gc.ca

REQUEST FOR PROPOSALS

Proposal to DIAND:

We hereby offer to sell to Her Majesty the Queen in right of Canada, as represented by the Minister of Indigenous and Northern Affairs Canada, 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.

Title Reforestation Services for DIAND at the Chilcotin Training Area	
Solicitation Number 1000205131A	
Date (YYYYMMDD) 2018-11-28	
Solicitation Closes At 1400	Time Zone Pacific Standard Time (PST)
On (YYYYMMDD) 2018-01-07	
Contracting Authority	
Name Bonnie David	
Telephone Number (604) 562-6865	
Facsimile Number (604) 775-7149	
Email Address Bonnie.David@canada.ca	
Destination(s) of Services British Columbia	
Security THIS REQUEST DOES NOT INCLUDE SECURITY PROVISIONS	
Instructions:	
See Herein	
Delivery Required	
See Herein	
Person Authorized to sign on behalf of Bidder	
Name	
Title	

Bidder
Name
Address
Telephone Number
GST/HST Number
QST Number

December 2017 High Complexity Bid Solicitation and Resulting Contract Template (HC)

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This bid solicitation cancels and supersedes previous bid solicitation number 1000205131 dated November 23, 2018 with a closing of 2019-01-02 at 1400 hrs PDT.

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Seedling Allocation, Block Overview Map, the Emergency Response Plan, the Insurance Requirements, and the Pricing Table.

1.2 Summary

1.2.1

The Chilcotin Training Area (CTA), located north of the small community of Riske Creek and about 35 kilometers west of Williams Lake, consists of approximately 41,000 hectares of land owned by the Department of National Defence (DND). 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.

DIAND has identified areas within the CTA that are Not Satisfactory Restocked. As a result, a reforestation program has been initiated on the property. Reforestation maps of the CTA will be provided at the Mandatory Site Visit:

DIAND is awarding one contract to carry out reforestation services in support of DIAND's due diligence to rehabilitate the forested land base.

The following tree species by hectare are for artificial regeneration:

- Lodgepole Pine – Interior approximately 500,000 seedlings
- Douglas Fir – Interior approximately 500,000 seedlings

1.2.2

"The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), and the Canadian Free Trade Agreement (CFTA)."

1.3 Debriefings

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

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 [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/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](#) (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 120 days

2.2 Submission of Bids

Bids must be submitted only to the Department of Indian Affairs and Northern Development Canada (DIAND) by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by any other means to DIAND will not be accepted.

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
- 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 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 [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.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 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.

2.6 Mandatory Site Visit

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at **Toosey Old School Start of Meldrum Creek Road at Highway 20 (Chilcotin-Bella Coola Highway) 1238 Stack Valley Road, Riske Creek, approximately 35km West of Williams Lake, BC.** on Friday, December 07, 2018. The site visit will begin at 0930 am (PST).

Bidders should communicate with the Contracting Authority no later than Wednesday, December 5, 2018 to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders will be required to sign an attendance sheet. Bidders should confirm in their bid that they have attended the site visit. Bidders who do not attend the mandatory site visit or do not send a representative will not be given an alternative appointment and their bid will be declared non-responsive. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- When submitting its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 8 of the 2003 standard instructions and as amended in Part 2 - Bidder Instructions, Article 2.1 Standard Instructions, Clauses and Conditions. Bidders are required to provide their bid in a single transmission. The total size of the email, including all attachments, must not exceed 10 megabytes (MB). It is solely the Bidder's responsibility to ensure that the total size of the email does not exceed this limit.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications
Section IV: Additional Information

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying 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

3.1.1 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.

3.1.2 Electronic Payment of Invoices – Bid

The method of payment by the Department of Indian Affairs and Northern Development is by direct deposit to the Contractor's financial institution of choice.

Section III: Certifications

Bidders must submit the certifications and additional information 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

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the mandatory, 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 Number	Mandatory Criteria	Required Supporting Information	YES	NO
M1	Bidders must complete, sign and submit, as part of their technical proposal package, the Certificate of Independent Bid Determination attached hereto as Annex " Error! Reference source not found. ".	Bidders must complete, sign and submit, as part of their technical proposal package, the Certificate of Independent Bid Determination attached hereto as Annex " Error! Reference source not found. ".		
M2	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 Friday, December 07, 2018 at 0930 hrs, at Toosey Old School Start of Meldrum Creek Road at Highway 20 (Chilcotin-Bella Coola Highway) 1238 Stack Valley Road, Riske Creek, approximately 35km West of Williams Lake, BC. Bidders must communicate with the Contracting Authority no later than two business days before the scheduled visit to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders will be required to sign an attendance form. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.	Attendance Form Signed at work site visit. 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.		
M3	<u>Tree Handling Procedures</u> The Bidder must provide a copy of the tree handling procedures that includes, at a minimum: <ul style="list-style-type: none"> the regular recording of tree temperature and moisture levels within 	Provide a detailed description of how the Bidder will meet the minimum specified handling procedures as described in the attached Statement of Work.		

<p>M3 continued</p>	<p>the reefer,</p> <ul style="list-style-type: none"> 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; 			
<p>M4</p>	<p><u>Firm Experience</u></p> <p>The Firm must have a minimum of 3 years experience that include one or more major timber licencee(s) and/or BC Timber Sales.</p>	<ul style="list-style-type: none"> Demonstrate proof of experience acquired over the past eight (8) years demonstrating Firm meets the minimum years experience on one or more major timber licencee(s) and/or BC Timber Sales. 		
<p>M5</p>	<p><u>Health and Safety</u></p> <p>The Bidder must demonstrate their Health and Safety Assets for the protection and well-being of their employees.</p>	<p>Provide a compilation that describes the Healthy and Safety Resources the bidder has to protect their employees.</p>		
<p>M6</p>	<p><u>First Aid</u></p> <p>The Bidder must provide a list and a description of the equipment to provide first aid services for forestry field crews.</p> <p>List is to be in accordance with Worksafe BC's Schedule 3-A, located at: https://www.worksafebc.com/en/law-policy/occupational-health-safety/searchable-ohs-regulation/ohs-regulation/part-03-rights-and-responsibilities#Schedule3A</p>	<p>Provide a list and of first aid equipment . Provide a copy of qualified personnel(s) first aid certificate(s)</p>		
<p>Resources</p>				
<p>M7</p>	<p><u>Project Supervisor/Manager</u></p> <p>The Bidder must provide a qualified project supervisor/manager. The project supervisor/ manager must have the following qualifications:</p> <ul style="list-style-type: none"> 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>		

Evaluation Number	Mandatory Criteria	Required Supporting Information	YES	NO
M8	<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 or less tree planters). Each Foreperson must have the following qualifications:</p> <ul style="list-style-type: none"> • A minimum of two planting seasons of foreperson experience; and • At least five planting seasons of tree planting industry experience. 	Demonstrate proof of two (2) planting seasons of supervisory experience and five (5) tree planting seasons. These may be concurrent.		
M9	<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>	The Bidder must provide a detailed description of how they will provide the necessary equipment while meeting minimum specifications as described in the attached Statement of Work.		

4.1.1.2 Point Rated Technical Criteria

Item	Point Rated Technical Criteria	Proposal Ref. Pg. #	Reserved for DIAND	
				Maximum Score
R1	<p>Contractor/Firm [20 points]</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
R2	<p>Project Team [25points]</p> <p>Amount of resources the bidder will use to complete the planting of up one million and two hundred thousand (1.2M) trees within a six (6) week time frame.</p> <p>No description provided. [0points]</p>			/25

R2 Continued	<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>15 -20tree planters [5points]</p> <p>21-30 tree planters [10points]</p> <p>30+ tree planters [15points]</p>			
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Item	Point Rated Technical Criteria	Proposal Ref. Pg. #	Reserved for DIAND	
				Maximum Score
R3	<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 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>			/11
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>Does not indicate any level of involvement and/or employment. [0points]</p> <p>Indicates involvement and/or employment; clear plan. [2points]</p> <p>Proposed effort to utilize local Aboriginal businesses and resources;</p> <p>Does not propose utilizing local Aboriginal businesses and resources. [0points]</p> <p>Indicates an effort to utilize local Aboriginal businesses and resources [2points]</p> <p>Proposed training opportunities for local Aboriginal persons;</p>			/8

R4 continued	No training opportunities. [0points] Training opportunities outlined. [2points] Experience working with Aboriginal persons and/or groups No experience [0points] Experience [2points]			
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4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

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.

4.2 Basis of Selection – Lowest Evaluated Price

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 AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, 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 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 will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.1.2 Additional Certifications Required with the Bid

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 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 available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.2 Status and Availability of Resources

SACC Manual clause [A3005T](#) (2010-08-16) Status and Availability of Resources

5.2.3.3 Education and Experience

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

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

There is no security requirement.

6.4 Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex "F".

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the Contractor's technical bid entitled _____, dated _____.

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

[2035](#) (2018-06-21), General Conditions - Higher Complexity - Services, 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) 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."

- c) 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)"

7.3 Security Requirements

There is no security requirement applicable to the Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of Contract to June 30, 2018 inclusive.

7.4.2 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Contract.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Bonnie David
Title: A/Senior Contracts Officer
Department of Indian Affairs and Northern Development Canada
Address: 600 – 1138 Melville Street, Vancouver, BC V6E 4S3

Telephone: 604-562-6865
Facsimile: 604-775-7149
E-mail address: Bonnie.David@canada.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.

7.5.2 Project Authority

The Project Authority for the Contract is:

Name: *inserted at contract award*
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the 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.

7.5.3 Contractor's Representative

inserted at contract award

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

7.6 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.

7.7 Payment

7.7.1 Basis of Payment

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

7.7.2 Limitation of Price

SACC Manual clause [C6000C](#) (2017-08-17) Limitation of Price

7.7.3 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:

- 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.

7.7.4 Electronic Payment of Invoices – Contract

The method of invoice payment by the Department of Indian Affairs and Northern Development is by direct deposit to the Contractor's financial institution of choice.

If not registered for direct deposit payments, to enable payment, the Contractor must complete the Department of Indian Affairs and Northern Development Electronic Payment Request form (http://www.aadnc-aandc.gc.ca/DAM/DAM-INTER-HQ/STAGING/texte-text/20545_1362495227097_eng.pdf), and submit the form to the address provided.

7.7.5 T1204 – Direct Request by Department

7.7.5.1 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.

7.7.5.2 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).

7.8 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of the release document and any other documents as specified in the Contract;
- b. a copy of the monthly progress report.

Invoices must be distributed as follows:

The original must be submitted by Email to the email address on page one of the contract in the Contractor's name.

7.9 Certifications and Additional Information

7.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

7.10 Applicable Laws

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

7.11 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;
- (b) the general conditions [2035](#) (2018-06-21), General Conditions - Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Seedlings Allocation Worksheet;

- (f) Annex D, Block and Location Overview Maps;
- (g) Annex E, Emergency Response Plan;
- (h) Annex F, Insurance Requirements;
- (i) Annex G, Pricing Table;
- (j) the Contractor's bid dated _____.

7.12 Foreign Nationals (Canadian Contractor **OR** Foreign Contractor)

SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)

OR

SACC Manual clause [A2001C](#) (2006-06-16) Foreign Nationals (Foreign Contractor)

7.13 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. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

ANNEX "A"

STATEMENT OF WORK

PROJECT TITLE

Reforestation services for the Department of Indian Affairs and Northern Development Canada (DIAND) Reforestation program at the Chilcotin Training Area (CTA).

BACKGROUND

The Chilcotin Training Area (CTA), located north of the small community of Riske Creek and about 35 kilometers west of Williams Lake, consists of approximately 41,000 hectares of land owned by the Department of National Defence (DND). The management 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.

DIAND has identified areas within the CTA that are Not Satisfactory Restocked. As a result, a reforestation program has been initiated on the property. Re-forestation maps of the CTA may be found in Annex D – CTA Spring 2019 Reforestation Overview Map. Annex D – CTA Spring 2019 Reforestation Block Maps. (Annex D will be provided at the Mandatory Site Visit)

OBJECTIVE

DIAND is awarding one contract to carry out reforestation services in support of DIAND's due diligence to rehabilitate the forested land base.

A contractor shall plant in the appropriate microsites on cut blocks which have been identified in Annex "B" – Basis of Payment. This includes the following tree species by hectare for artificial regeneration:

- Lodgepole Pine – Interior approximately 500 000 seedlings
- Douglas Fir – Interior approximately 500 000 seedlings

The timing for planting of approximately one million seedlings is within six (6) weeks of snow and frost free conditions and approval from the Project Authority to commence work. This is estimated to begin in mid April 2019 to early May 2019.

SCOPE OF WORK

The Contractor shall perform the following to the satisfaction of the Project Authority:

Site Personnel

Before commencing operations on any of the field work sites notify the Project Authority 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 Project Authority of any change to the Project Supervisor or alternate within five (5) calendar days of making the change.

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 Project Authority 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 Project Authority prior to work commencing

First Nations Involvement

Efforts should be made to utilize local First Nations businesses and resources. Personnel should include First Nations and training opportunities to maximize First Nations 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 Project Authority and included in Annex "E" – CTA - Emergency Response Plan.

The ERP shall be provided to the Project Authority 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 Project Authority 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 Project Authority so instructs; and
- Upon the Project Authority's instruction to proceed with such work, do so in accordance with the Project Authority's instructions.

Fire Protection

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

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 Seedlings are located at:

Woodmere Nursery Ltd.
13399 HWY #16 East
Telkwa, BC
V0J 2X0

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 Project Authority.

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 CTA

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 Project Authority;
- 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 Chilcotin Training Area (CTA).

- Such facilities shall be capable of maintaining stable storage temperatures within limits specified by the Project Authority.
- 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 in writing by the Project Authority.
- 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 by delivering them to a disposal or recycling site as directed by the Project Authority and the Forest Manager.
- Return all reusable seedling containers to the seedling delivery site or to another similar location specified by the Project Authority;

Planting - General Requirements

The Contractor shall:

- plant the seedlings specified in Annex "C" Seedlings Allocation Worksheet, in the corresponding Planting Units shown on the attached map - Annex "D";
- 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 Project Authority during the fall 2018 field viewing and as outlined in the spring 2019 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 microsites on the trench that will minimize wind desiccation; and
- Plant up from the bottom of the trench close to the hinge (to minimize damage from wildlife).

Acceptable Microsites

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

- Mineral soil, well decomposed organic material or acceptable mixture of both;
- The top of raised ground (e.g. hummocks, mounds);
- Hollows and shallow depressions;
- Close proximity to obstacles (for frost/cattle/wildlife protection);
- The north east side of acceptable shading objects (for protection from the sun);
- Down slopes of stumps and logs;
- Free of pine grass;
- Other microsites as discussed with the Project Authority during the mandatory site visit and 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 C – Seedling Allocation Worksheet***. 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 C – Seedling Allocation Worksheet***.

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 screefed 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 moldy, dry, flushed, damaged or otherwise unhealthy shall not be planted. The Contractor must notify the Project Authority as soon as possible via email, and those trees shall not be planted without the Project Authority'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 Project Authority;
- 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.
- ensure the two reflective type cooling bags not being utilized as the picking bag are 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 Project Authority in planting bags/inserts);
- ensure the number of seedlings carried in planting bags do 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;
- ensure seedlings are only 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 CTA; and
- Bumps, dips, obstacles and puddles of primary and secondary access roads.

Safety Briefing

The Project Authority 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 CTA, 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 Project Authority with a list of Foreperson(s) and Quality Checker(s) names and contact information in the Spring of 2019 prior to commencing work.

- Plant the following species within 6 weeks of approval to commence work by the Project Authority, 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 Project Authority a report in 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 up loadable format;
 - Shapefiles or Geo database of GPS Data of blocks partially planted; and
- Provide weekly production reports via email to the Project Authority notifying of the total number of seedlings planted and numbers of moldy, dry, flushed, damaged or otherwise unhealthy seedlings. *This "report" shouldn't be more than a few sentences.*

DEPARTMENTAL SUPPORT

The department will:

- Have seedlings available for transport (transport to be arranged by the contractor);
- Supply the Contractor with the following resources, material or equipment, at no cost to the Contractor:
 - Necessary CTA planting maps and diagrams required for each planting unit; including overview maps digitally;
 - The approximate allocation of seedling species per block;
- 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 Training Area (CTA) is located:

- North of the small community of Riske Creek, BC;
- 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 and/or individual cut blocks for each work treatment assign

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.

	Block	Estimated Net Area to be reforested (ha)	Price per Hectare CAN\$/Hectare	Total Price for Block
EDULG	2,4,6	21.1		
EDULG	7	8		
EDULG	8	2.4		
EDULG	9	18.8		
EDULG	10	13.2		
EDULG	11	7.3		
EDULG	12	29.1		
EDULG	13	83.3		
EDULG	14	1.1		
EDULG	15	2.5		
EDULG	16	6.9		
EDULG	17	4.1		
EDULG	20	0.5		
EDULG	21	0.6		
EDULG	22	0.9		
EDULG	23	0.6		
EDULG	54, 55	51.3		
		251.7		
EDRNJ	1	4		
EDRNJ	5	116.3		
EDRNJ	8	151.9		
EDRNJ	9,10,14,15,16	41.7		
EDRNJ	17, 18	21		
		334.9		

Over Flow	Block	Estimated Net Area to be reforested (ha)	Price per Hectare CAN\$/Hectare	Total Price for Block
2016	56-61	35.3		
2016	62-65	18.5		
2016	66-68	15.8		
2016	69-80	54.8		
2016	81-96	74.9		
2016	110-118	65.5		
		264.8		

Total Maximum Authorized Fees: _____

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.

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

Since plot size is 1/200 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.

$PO(\%) = 96 \text{ satisfactory trees } 104 \text{ plantable spots}$ _____

$X 100 = 92.31\%$

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

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

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

$7 \text{ excess trees } X 100 = 6.5\%$ _____
 108 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%	$(\text{Excess \%}/100-0.07) \times \text{total trees for payment area} \times \text{price per tree}$
>12%	$(\text{Excess \%}/100-0.12) \times \text{total trees for payment area} \times \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%	$(\text{Excess \%}/100-0.10) \times \text{total trees for payment area} \times \text{price per tree}$
>15%	$(\text{Excess \%}/100-0.12) \times \text{total trees for payment area} \times \0.20

ANNEX "C"
SEEDLING ALLOCATION

	Block	NAR ha	Minimum inter-tree spacing (m)	Minimum Acceptable Density Including Well Space natural	Stems per Hectare Pine	Stems per hectare Fir	Pine Seedlings	Douglas Fir Seedlings	Total Seedlings
EDULG	2,4,6	21.1	2	1800	1400	400	29,540	8,440	37,980
EDULG	7	8	2	1800	1400	400	11,200	3,200	14,400
EDULG	8	2.4	2	1800	1400	400	3,360	960	4,320
EDULG	9	18.8	2	1800	1400	400	26,320	7,520	33,840
EDULG	10	13.2	2	1800	1400	400	18,480	5,280	23,760
EDULG	11	7.3	2	1800	1400	400	10,220	2,920	13,140
EDULG	12	29.1	2	1800	1400	400	40,740	11,640	52,380
EDULG	13	83.3	2	1800	1400	400	116,620	33,320	149,940
EDULG	14	1.1	2	1800	1400	400	1,540	440	1,980
EDULG	15	2.5	2	1800	1400	400	3,500	1,000	4,500
EDULG	16	6.9	2	1800	1400	400	9,660	2,760	12,420
EDULG	17	4.1	2	1800	1400	400	5,740	1,640	7,380
EDULG	20	0.5	2	1800	1400	400	700	200	900
EDULG	21	0.6	2	1800	1400	400	840	240	1,080
EDULG	22	0.9	2	1800	1400	400	1,260	360	1,620
EDULG	23	0.6	2	1800	1400	400	840	240	1,080
EDULG	54, 55	51.3	2	1800	400	1400	20,520	71,820	92,340
		251.7					301,080	151,980	453,060

	Block	NAR ha	Minimum inter-tree spacing (m)	Minimum Acceptable Density Including Well Space natural	Stems per Hectare Pine	Stems per hectare Fir	Pine Seedlings	Douglas Fir Seedlings	Total Seedlings
EDRNJ	1	4	2	1800	600	1200	2,400	4,800	7,200
EDRNJ	5	116.3	2	1800	600	1200	69,780	139,560	209,340
EDRNJ	8	151.9	2	1800	600	1200	91,140	182,280	273,420
EDRNJ	9,10,14,15,16	41.7	2	1800	600	1200	25,020	50,040	75,060
EDRNJ	17, 18	21	2	1800	600	1200	12,600	25,200	37,800
		334.9					200,940	401,880	602,820
Over Flow									
2016	56-61	35.3	2	1800		1600		56,480	56,480
2016	62-65	18.5	2	1800		1600		29,600	29,600
2016	66-68	15.8	2	1800		1600		25,280	25,280
2016	69-80	54.8	2	1800	600	1200	32,880	65,760	98,640
2016	81-96	74.9	2	1800	1000	600	74,900	44,940	119,840
2016	110-118	65.5	2	1800	800	800	52,400	52,400	104,800
		264.8					160,180	274,460	434,640

Solicitation No. - N° de l'invitation
1000205131A
Client Ref. No. - N° de réf. du client
1000205131

Amd. No. - N° de la modif.
File No. - N° du dossier
1632-11-09.18-1000205131

Buyer ID - Id de l'acheteur
AS-05
CCC No./N° CCC - FMS No./N° VME

**ANNEX“D”
BLOCK OVERVIEW MAP**

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****MAPS WILL BE PROVIDED AT THE MANDATORY SITE VISIT****

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 Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - 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.
 - n. 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"
PRICING TABLE

	Block	Estimated Net Area to be reforested (ha)	Price per Hectare CAN\$/Hectare	Total Price for Block	Notes/Comments
EDULG	2,4,6	21.1			
EDULG	7	8			
EDULG	8	2.4			
EDULG	9	18.8			
EDULG	10	13.2			
EDULG	11	7.3			
EDULG	12	29.1			
EDULG	13	83.3			
EDULG	14	1.1			
EDULG	15	2.5			
EDULG	16	6.9			
EDULG	17	4.1			
EDULG	20	0.5			
EDULG	21	0.6			
EDULG	22	0.9			
EDULG	23	0.6			
EDULG	54, 55	51.3			
		251.7			
EDRNJ	1	4			
EDRNJ	5	116.3			
EDRNJ	8	151.9			
EDRNJ	9,10,14,15,16	41.7			
EDRNJ	17, 18	21			
		334.9			
Over Flow					
2016	56-61	35.3			
2016	62-65	18.5			
2016	66-68	15.8			
2016	69-80	54.8			
2016	81-96	74.9			
2016	110-118	65.5			
		264.8			