



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 Chilcotin Training Area - Juvenile Spacing Program	
Solicitation Number 1000205860	
Date (YYYYMMDD) 2018-12-17	
Solicitation Closes At 1400 hrs	Time Zone Pacific Standard Time (PST)
On (YYYYMMDD) 2019-01-28	
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

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Solicitation No. - N° de l'invitation
1000205860
Client Ref. No. - N° de réf. du client
450038XXXX

Amd. No. - N° de la modif.
File No. - N° du dossier
VAN-A 1632-11-09.18-450038XXXX

Buyer ID - Id de l'acheteur
DD7
CCC No./N° CCC - FMS No./N° VME

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement applicable to the Contract.

1.2 Statement of Work

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

1.3 Comprehensive Land Claims Agreement(s)

Removed

1.4 Set-aside under the Federal Government Procurement Strategy for Aboriginal Business (PSAB)

This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, refer to [Annex 9.4](#) of the Supply Manual.

This procurement is set aside from the international trade agreements under the provision each has for measures with respect to Aboriginal peoples or for set-asides for small and minority businesses.

Further to Article 800 of the Canadian Free Trade Agreement (CFTA), CFTA does not apply to this procurement.

1.5 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.

1.6 National Security Exception

Removed

1.7 Trade Agreements

Removed

1.8 Canadian Content

Removed

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](#) (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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 five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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 the Province of British Columbia.

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

PART 3 - BID PREPARATION INSTRUCTIONS

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 in PDF format
- Section II: Financial Bid in PDF format
- Section III: Certifications

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.

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

3.1.1 Electronic Payment of Invoices – Bid

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.

3.1.2 SACC Manual Clauses - Removed

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

Attachment 1 to Part 4 – Mandatory Technical Evaluation Criteria

4.1.2 Financial Evaluation

4.1.2.1 Pricing schedules

The Bidder should complete the pricing schedules in accordance to the Basis of Payment at Annex "B".

4.1.2.2 Evaluation of Price

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price

4.2 Basis of Selection

4.2.1 Basis of Selection – Mandatory Technical Criteria

SACC Manual Clause [A0031T](#) (2010-08-16), Basis of Selection - Mandatory Technical Criteria

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

ATTACHMENT 1 TO PART 4 - MANDATORY TECHNICAL EVALUATION CRITERIA

No.	Mandatory Criteria	Bidder's response	Met / Not Met
M1	<p>The Bidder MUST provide a qualified Project Manager, with proof, who meets <u>one</u> of the following Association of BC Forest Professionals (ABCFP) credentials to manage and coordinate the work assignments:</p> <ul style="list-style-type: none"> • Registered Professional Forester (RPF) • Registered Forest Technologist (RFT) • Forester in Training (FIT) • Diploma in Forest Technology • Diploma in Natural Resources and Environmental Technology 		
M2	<p>The Bidder MUST demonstrate successful completion of Juvenile Tree Spacing Program (≥ 99 ha) within the last 5 years.</p> <p>The information SHOULD provide contract name, contract area, and contract References. Each reference should include the details of the project and in addition should the following information:</p> <ul style="list-style-type: none"> • Client Organization • Project Name (if applicable) • Duration of assignment (mm-yyyy to mm-yyyy) • Amount of hectare spaced for the client • Brief Description • Client Contact Name • Client Title/Position/Phone Number and/or Email 		
M3	<p>The Bidder MUST provide a copy of a valid SAFE Company Registration or SAFE Company Certificate issued by the BC Forest Safety Council</p>		
M4	<p>The Bidder MUST provide a copy of a clearance letter on WorkSafeBC insurance coverage</p>		

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 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 - Removed

5.1.2.1 Canadian Content Certification - Removed

5.1.2.2 Set-aside for Aboriginal Business

1. This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business, For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see [Annex 9.4](#), Supply Manual.
2. The Bidder:
 - i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
 - ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
 - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Bidder must check the applicable box below:
 - i. The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.
OR
 - ii. The Bidder is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.
4. The Bidder must check the applicable box below:
 - i. The Aboriginal business has fewer than six full-time employees.
OR
 - ii. The Aboriginal business has six or more full-time employees.

5. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.
6. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

SACC *Manual* clause [A3001T](#) (2014-11-27) Owner/Employee Certification - Set-aside for Aboriginal Business

If requested by the Contracting Authority, the Bidder must provide the following certification for each owner and employee who is Aboriginal:

1. I am _____ (*insert "an owner" and/or "a full-time employee"*) of _____ (*insert name of business*), and an Aboriginal person, as defined in [Annex 9.4](#) of the *Supply Manual* entitled "Requirements for the Set-aside Program for Aboriginal Business".
2. I certify that the above statement is true and consent to its verification upon request by Canada.

Printed name of owner and/or employee

Signature of owner and/or employee

Date

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 provided 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>), 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](#) 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.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the 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 [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.

6.3.1 General Conditions

[2010B](#) (2018-06-21) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

- 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 10, Subsection 1 is amended as follows:

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

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

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

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

Insert: "the contract title and number, the date, deliverable/description of the Work and financial code(s)"

6.3.2 Supplemental General Conditions - Removed

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2020 inclusive.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Bonnie David
Title: A/Senior Contracts Officer
Organization: Department of Indian Affairs and Northern Development
Address: Suite #600 - 1138 Melville Street, Vancouver, BC V6E 4S5
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.

6.5.2 Project Authority

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: Department of Indigenous Services Canada
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

The Contractor's Representative for the Contract is:

Name: _____
Title: _____
Company: _____
Address: _____
Telephone: _____
E-mail address: _____

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 Expenditure

SACC *Manual* clause [C6001C](#) (2017-08-17) Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are excluded and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.7.3 Method of Payment - Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed (based on a graduated payment system) 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.

6.7.4 SACC Manual Clauses - Removed

6.7.5 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 (https://www.aadnc-aandc.gc.ca/DAM/DAM-INTER-HQ/STAGING/texte-text/20-545_1362495227097_eng.pdf), and submit the form to the address provided.

6.7.6 T1204 – Direct Request By Department

6.7.6.1 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.

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

1. 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.

Each invoice must be supported by:

- a. a copy of the monthly progress (area/prescription completed) report;
 - b. Juvenile Spacing Quality Inspection Plot Cards for the hectare invoiced within each individual Juvenile Tree Spacing Prescriptions.
2. Invoices must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6.9 Certifications and Additional Information

6.9.1 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.

6.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor - Removed

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 the province of 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;
- (b) the general conditions 2010B (2018-06-21) General Conditions - Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____

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 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.

6.14 Aboriginal Business Certification

1. The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in [Annex 9.4](#) of the *Supply Manual*.
2. The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

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 "**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:

Chilcotin Training Area - Juvenile Spacing Program (2019 – 2020)

BACKGROUND

The Chilcotin Training Area (CTA), located north of the small community of Riske Creek and about 47 kilometers west of Williams Lake, consists of approximately 41,000 hectares (ha) of land owned by the Department of National Defense (DND) and is used as a military training area. The management of forest resources on this property is the responsibility of the Department of Indigenous Services Canada (DISC) through an Order-in-Council P.C. O.I.C 1961-807.

DISC has collected royalties from the permitted sale of timber from the CTA land and is responsible for the management of the Forest in the area.

The Forest Manager at CTA has identified six (6) areas, a net area of 489.9 hectares, requiring juvenile spacing as part of the CTA silviculture plan. Juvenile spacing is the cutting of undesirable trees within a young stand to allow the future crop trees sufficient space to grow relatively free of competition for water, nutrients and sunlight. The cut trees are usually not removed from the site, as they have no commercial value. Spaced stands also provide good access to humans and animals, increase forage production, reduce the incidence of disease and allow the forest manager to control the tree species composition.

OBJECTIVE

DISC wishes to identify a contractor to complete the Juvenile Spacing Program for the 489.9 hectares identified in the Treatment Plan by the Forest Manager.

DESCRIPTION OF WORK

The overall objective of manual spacing treatments in overstocked dry-belt fir stands is to improve health and vigor of the residual stems by reducing stand density with the goal of producing a commercial timber harvest at an earlier age as compared with no treatment. Spacing treatments can also target diseased and damaged trees for removal so that overall stand resilience and quality is improved.

The treatment strategy is to retain the biggest and best fir (Fd) trees with good form and vigor to achieve a target density for layer 1 (L1), layer 2 (L2), and layer 3 (L3) of approximately 2100 sph. This target will be achieved by manually cutting L2 and L3 trees with brushsaws or small chainsaws. Fir vets (fir > 12.5cm DBH) will not contribute to the target crop tree density.

Juvenile Spacing Quality Inspections and Juvenile Spacing Payment Calculations must be implemented by a Registered Forest Professional using the method describe at the intensity of 1 plot per hectare along pre-determined strip lines strip lines or any method that produces a non-biased, systematic random sample is acceptable. This contract will follow the guidelines and procedures specified in British Columbia Forestry's Juvenile Spacing Quality Inspection: <https://www.for.gov.bc.ca/isb/forms/lib/fs251.pdf>.

Details of the Juvenile Spacing Program and its treatment strategy and necessary maps will be provided to the successful bidder prior to work commencing.

Treatment area summary:

Prescription #	NAR (Ha) (Approx.)	Gross (Ha)
JSP 2018-1	20.3	20.3
JSP 2018-2	38.4	39.3
JSP 2018-3	135.7	139.0
JSP 2018-4	133.5	138.0
JSP 2018-5	96.2	99.7
JSP 2018-6	62.8	65.8
Total:	489.9	502.1

DELIVERABLES

Fulfill juvenile tree spacing on areas described in CTA Juvenile Spacing Program Treatment Plan and the silviculture prescription.

For each monthly payment, the contractor shall submit a Juvenile Spacing Payment Calculation Card prepared by a Registered Forest professional.

For final payment at the end of the contract, the contractor shall provide a final report showing the areas spaced and completed and quantify the number of days used for each area.

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 *Federal Sustainable Development Act* 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 *Policy on Green Procurement* and Federal Sustainable Development Strategy, for this requirement:

General

- a) 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.

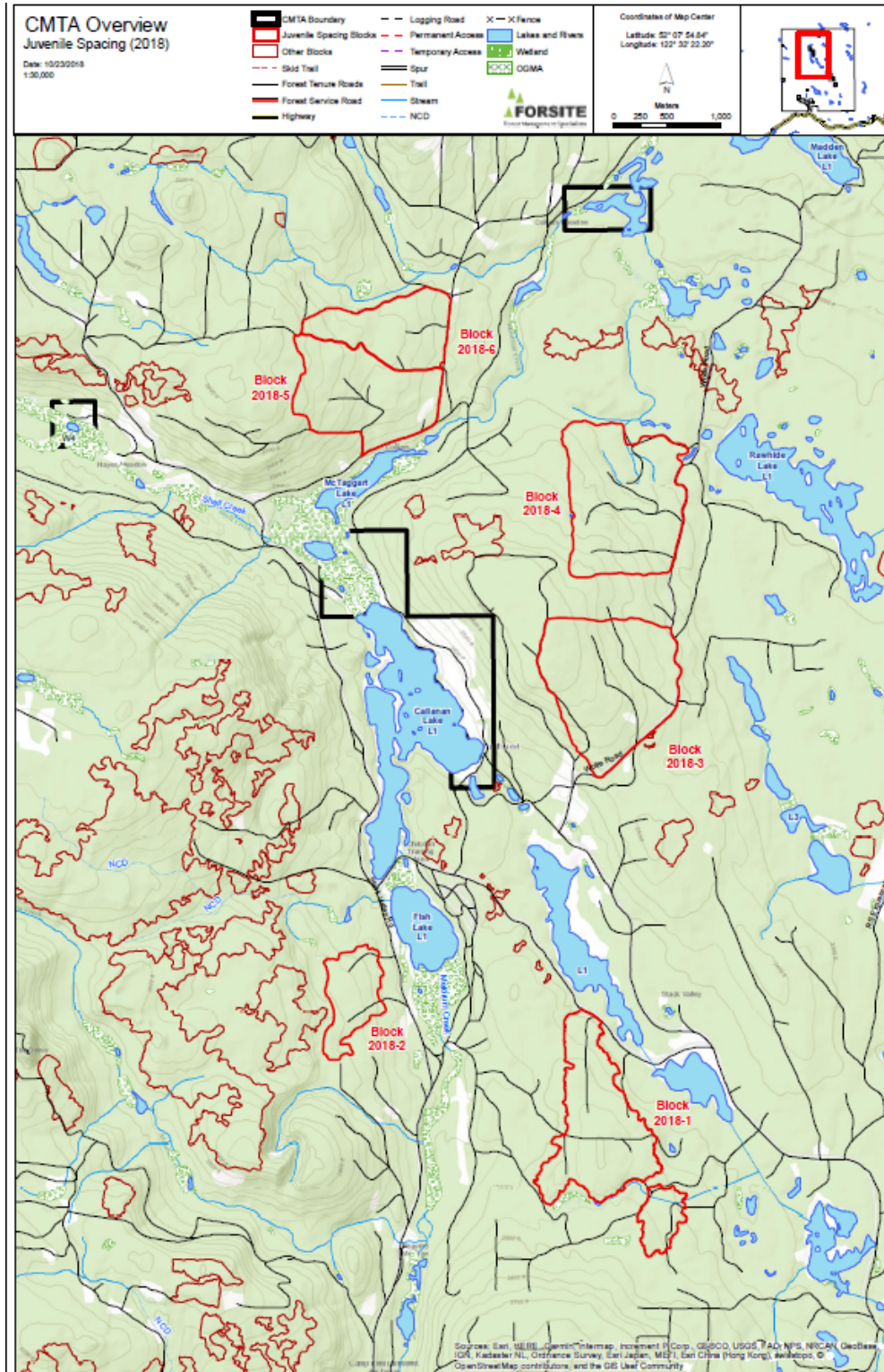
Paper Consumption

- 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).

Goods Used in Service Delivery

- a) It is desirable that the Contractor, in provisioning the Service, procure equipment, such as computer equipment, peripherals and telephony equipment that meet the most current environmental specifications used by the Government of Canada when procuring similar equipment, without reducing the service quality and effectiveness, whether this equipment is owned by the Contractor or procured by the Contractor for Government of Canada customers. Government of Canada environmental specifications can be found in the Green Procurement Plans available [online](#) or by contacting AchatsEcologiques.GreenProcurement@tpsgc-pwgsc.gc.ca.
- b) It is desirable that the Contractor, in provisioning the Service, procure equipment and implement solutions that minimize the overall energy use without reducing the service quality and effectiveness, whether this equipment is owned by the Contractor or procured by the Contractor for Government of Canada customers.
- c) The Contractor is required to use provincial e-waste recycling programs for the disposal of electronic assets owned by the Contractor and used to deliver the Service to Canada. In provinces where provincial programs do not exist or where equipment does not qualify for disposal by the provincial program, electronic assets should be disposed of via recyclers that have been approved under any other province's e-waste recycling program.

ATTACHMENT 1 TO ANNEX A SPACING BLOCK 2018 – 2020



ANNEX "B"
BASIS OF PAYMENT

The payment for juvenile spacing projects is based on a graduated payment system. Payment percentage increases as the quality of work increases. One hundred percent payment is reached when the quality of work is greater than or equal to 92.6%. If the quality of work drops below 85% and the quality of work can be increased by reworking the treatment area, reworking should be enforced.

For all juvenile spacing projects, the quality of work begins at 100%. To calculate Quality of Work, subtract the reworkable and non reworkable error percentages from 100%. To determine the error percentages of reworkable and non reworkable errors, the following mathematical calculations are done:

$$\text{Reworkable Error \%} = \frac{\text{Total No. of Reworkable Errors}}{(\text{No. of Plots} \times \text{target No. Crop Trees / plot})} \times 100$$

$$\text{Non-Reworkable Error \%} = \frac{\text{Total No. of Reworkable Errors}}{(\text{No. of Plots} \times \text{target No. Crop Trees / plot})} \times 200$$

 **BRITISH COLUMBIA**  **JUVENILE SPACING PAYMENT CALCULATION**

PROJECT IDENTIFICATION JS 2002DH0001	PROJECT UNIT 1	MAPSHEET & OPENING NO. 92N 053-013
LICENCE NO. FL A25135	CP NO. 002	BLOCK NO. 1
SURVEYOR NAME B. Turtle		ATU or STRATUM A
SPACING CONTRACTOR Super Spacing Ltd.		DATE ^{YY} 01 / ^{MM} 10 / ^{DD} 31
REWORKABLE ERRORS %: $\left(\frac{\text{REWORKABLE ERRORS}}{\left(\frac{\text{TOTAL NUMBER OF PLOTS} \times \text{TARGET NUMBER OF CROP TREES PER PLOT}}{\text{PER PLOT}} \right)} \right) \times 100 =$ $\left(\frac{2}{\left(\frac{6 \times 9}{\text{PER PLOT}} \right)} \right) \times 100 =$		START WITH 100% QUALITY OF WORK MINUS 3.70 %
NON-REWORKABLE ERRORS %: $\left(\frac{\text{NON-REWORKABLE ERRORS}}{\left(\frac{\text{TOTAL NUMBER OF PLOTS} \times \text{TARGET NUMBER OF CROP TREES PER PLOT}}{\text{PER PLOT}} \right)} \right) \times 200 =$ $\left(\frac{3}{\left(\frac{6 \times 9}{\text{PER PLOT}} \right)} \right) \times 200 =$		MINUS 11.11 %
REFER TO JUVENILE SPACING PAYMENT QUICK REFERENCE GUIDE FOR % PAYMENT 83.40 % ←		EQUALS FINAL QUALITY OF WORK 85.19 %
SPACING CONTRACTOR'S SIGNATURE: G. Green		
SURVEYOR'S SIGNATURE: B. Turtle		

Juvenile Spacing Payment Quick Reference Guide											
Quality of Work %	Pay %	Quality of Work %	Pay %	Quality of Work %	Pay %	Quality of Work %	Pay %	Quality of Work %	Pay %	Quality of Work %	Pay %
100	100	92.0	99.31	90.4	96.93	88.8	93.81	87.3	90.2	84.0	79.96
99.0	100	91.9	99.18	90.3	96.76	88.7	93.59	87.2	89.94	83.0	76.22
98.0	100	91.8	99.05	90.2	96.58	88.6	93.36	87.1	89.67	81.0	67.89
96.0	100	91.7	98.92	90.1	96.4	88.5	93.14	87.0	89.4	80.0	63.28
95.0	100	91.6	98.78	90.0	96.22	88.4	92.91	86.9	89.13	79.0	58.38
94.0	100	91.5	98.65	89.9	96.03	88.3	92.68	86.8	88.85	78.0	53.19
93.0	100	91.4	98.5	89.8	95.85	88.2	92.44	86.7	88.57	77.0	47.71
92.9	100	91.3	98.36	89.7	95.66	88.1	92.21	86.6	88.29	76.0	41.94
92.8	100	91.2	98.21	89.6	95.46	88.0	91.96	86.5	88.01	75.0	35.88
92.7	100	91.1	98.06	89.5	95.27	87.9	91.72	86.4	87.72	74.0	29.52
92.6	100	91.0	97.91	89.4	95.07	87.8	91.48	86.3	87.43	73.0	22.87
92.5	99.9	90.9	97.75	89.3	94.86	87.7	91.23	86.2	87.14	72.0	15.93
92.4	99.79	90.8	97.6	89.2	94.66	87.6	90.97	86.1	86.84	71.0	8.7
92.3	99.67	90.7	97.43	89.1	94.45	87.5	90.72	86.0	86.54	70.0	1.18
92.2	99.55	90.6	97.27	89.0	94.24	87.4	90.46	85.0	83.4	< 69.0	0
92.1	99.43	90.5	97.1	88.9	94.02						

The Contractor will be paid firm rates as follows, for work performed in accordance with the Contract. Customs duties are excluded and Applicable Taxes are extra.

Prescription	NAR (Ha) (Approx.) (a)	Firm Rate (b) \$_____ per hectare	Prescription Total (a) x (b) = (c)
JSP 2018-1	20.3	\$_____ per hectare	
JSP 2018-2	38.4	\$_____ per hectare	
JSP 2018-3	135.7	\$_____ per hectare	
JSP 2018-4	133.5	\$_____ per hectare	
JSP 2018-5	96.2	\$_____ per hectare	
JSP 2018-6	62.8	\$_____ per hectare	
Total	489.9*	Contract Total	

*an net area of 489.9 hectare requires Juvenile Spacing as part of the CTA silviculture plan

Total Estimated Cost - Limitation of Expenditure: _____ (Applicable Taxes extra)