



REQUEST FOR STANDING OFFER

RETURN BIDS TO:

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

aadnc.soumissionbid.aandc@canada.ca

REQUEST FOR STANDING OFFERS

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.

Vendor/Firm
Name
Address
Telephone Number
GST/HST Number
QST Number

Title Juvenile Tree Spacing Program	
Solicitation Number 1000214272	
Date (YYYYMMDD) 2020-01-13	
Solicitation Closes At 14:00	Time Zone Pacific Standard Time (PST)
On (YYYYMMDD) 2020-02-24	
Standing Offer Authority	
Name Kim Fletcher	
Telephone Number 604-616-4341	
Facsimile Number 604-775-7149	
Email Address kim.fletcher@canada.ca	
Destination(s) of Services Riske Creek, BC	
Security THIS REQUEST DOES NOT INCLUDE SECURITY PROVISIONS	
Instructions:	
See Herein	
Delivery Required	
See Herein	
Person Authorized to sign on behalf of Vendor/Firm	
Name	
Title	

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	4
1.1 INTRODUCTION	4
1.2 SUMMARY	4
1.3 SECURITY REQUIREMENTS	5
1.4 DEBRIEFINGS	5
1.5 ANTICIPATED MIGRATION TO AN E-PROCUREMENT SOLUTION (EPS).....	5
PART 2 - OFFEROR INSTRUCTIONS	6
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	6
2.2 SUBMISSION OF OFFERS	6
2.3 FORMER PUBLIC SERVANT	6
2.4 ENQUIRIES - REQUEST FOR STANDING OFFERS.....	8
2.5 APPLICABLE LAWS.....	8
PART 3 - OFFER PREPARATION INSTRUCTIONS.....	8
3.1 OFFER PREPARATION INSTRUCTIONS.....	8
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	9
4.1 EVALUATION PROCEDURES	9
4.2 BASIS OF SELECTION.....	9
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	9
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER.....	10
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION.....	11
PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS	12
6.1 SECURITY REQUIREMENTS	12
6.2 INSURANCE REQUIREMENTS.....	12
PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES	12
A. STANDING OFFER	12
7.1 OFFER	12
7.2 SECURITY REQUIREMENTS	12
7.3 STANDARD CLAUSES AND CONDITIONS	12
7.4 TERM OF STANDING OFFER.....	12
7.5 AUTHORITIES	13
7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	14
7.7 IDENTIFIED USERS	14
7.8 CALL-UP ALLOCATION AND CALL-UP PROCEDURES	14
7.10 LIMITATION OF CALL-UPS.....	15
7.11 FINANCIAL LIMITATION	15
7.12 PRIORITY OF DOCUMENTS.....	15
7.13 CERTIFICATIONS AND ADDITIONAL INFORMATION	15
7.14 APPLICABLE LAWS.....	16
7.15 TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS).....	16
B. RESULTING CONTRACT CLAUSES	16
7.1 STATEMENT OF WORK.....	16
7.2 STANDARD CLAUSES AND CONDITIONS	16
7.3 TERM OF CONTRACT	17
7.4 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	17
7.5 PAYMENT	17
7.6 INVOICING INSTRUCTIONS.....	19

7.7	INSURANCE REQUIREMENTS.....	20
7.8	ABORIGINAL BUSINESS CERTIFICATION.....	20
ANNEX A - STATEMENT OF WORK		22
ANNEX A.1 – SAMPLE TREATMENT PLAN		26
ANNEX A.2 – CTA OVERVIEW MAP.....		27
ANNEX B – BASIS OF PAYMENT.....		28
ANNEX B.2 – PAYMENT CALCULATION.....		29
ANNEX C - INSURANCE REQUIREMENTS.....		31
ATTACHMENT 1 TO PART 4 - MANDATORY TECHNICAL EVALUATION CRITERIA		33
ATTACHMENT 2 TO PART 4 - FINANCIAL EVALUATION		34

PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, 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 Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
 - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, Insurance Requirement, and the Technical and Financial Evaluation.

1.2 Summary

1. This procurement has been set aside under the federal government's Procurement Strategy for Aboriginal Business (PSAB). In order to be considered, a supplier must certify that it qualifies as an Aboriginal business as defined under PSAB and that it will comply with all requirements of PSAB.
2. 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 Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) through an Order-in-Council P.C. O.I.C 1961-807.
3. CIRNAC 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.
4. The Forest Manager for the CTA has identified areas requiring juvenile spacing as part of the CTA silviculture plan. Juvenile spacing is the cutting of undesirable tress 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.

5. CIRNAC wishes to establish up to four (4) standing offer agreement(s) to complete Juvenile tree Spacing for areas in the CTA from the issuance of standing offer(s), approximately March 2020, to March 31, 2023 with an option to extend for two (2) additional, one (1) year periods.

1.2.2 Procurement Strategy for Aboriginal Business

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.

1.3 Security Requirements

There are no security requirements associated with the requirement of the Standing Offer.

1.4 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

1.5 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) (2019-03-04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 120 days

2.2 Submission of Offers

Offers must be submitted only to Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) by the date, time and e-mail address indicated on page 1 of the Request for Standing Offers.

Due to the nature of the Request for Standing Offers, transmission of offers by any other means to CIRNAC 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 FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer 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 Offeror a FPS in receipt of a pension? **YES () NO ()**

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

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

By providing this information, Offerors agree that the successful Offeror'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 Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES () NO ()**

If so, the Offeror 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 - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 10 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

2.5 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Canada requests that the Offeror submits its offer electronically in accordance with section 8 of the 2006 standard instructions and as amended in Part 2 - Offeror Instructions, Article 2.1 Standard Instructions, Clauses and Conditions. Offerors are required to provide their offer 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 offer must be gathered per section and separated as follows:

Section I: Technical Offer
Section II: Financial Offer
Section III: Certifications

Section I: Technical Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex C.2, Price Evaluation.

3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications Offerors must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

See Attachment 1 to Part 4.

4.1.2 Financial Evaluation

4.1.2.1 Evaluation of Price

See Attachment 2 to Part 4.

4.2 Basis of Selection

4.2.1 Mandatory Technical Criteria Only

SACC Manual Clause : M0031T (2007-05-25), Basis of Selection - Mandatory Technical Criteria Only

4.2.2. Standing Offer Rankings

The responsive offer with the lowest evaluated price will be the highest ranked offeror. The responsive offer with the second lowest evaluated price will be the second highest ranked offeror and so on and so forth to a maximum of four offerors.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be

untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **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 Set-aside for Aboriginal Business

5.1.2.1 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](#) of the *Supply Manual*.
2. The Offeror:
 - i. certifies that it meets, and will continue to meet throughout the duration of the Offer, the requirements described in the above-mentioned annex.
 - ii. agrees that any subcontractor it engages under the Offer must satisfy the requirements described in the above-mentioned annex.
 - 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 Offeror must check the applicable box below:
 - i. The Offeror is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.
OR
 - ii. The Offeror 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 Offeror 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 Offeror must, upon request by Canada, provide all information and evidence supporting this certification. The Offeror 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 Offeror must provide all reasonably required facilities for any audits.

6. By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

5.1.2.2 Owner/Employee Certification - Set-aside for Aboriginal Business

If requested by the Standing Offer Authority, the Offeror 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

5.1.2.3 - Set-aside under the Procurement Strategy for Aboriginal Business

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 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.

5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror 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 offer 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 property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-) (<http://www.tpsgc-pwgsc.gc.ca/ci->

if/politique-policy-eng.html), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Education and Experience

The Offeror certifies that all the information provided in the résumés and supporting material submitted with its offer, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Offeror to be true and accurate. Furthermore, the Offeror warrants that every individual offered by the Offeror for the requirement is capable of performing the Work resulting from a call-up against the Standing Offer.

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

There is no security requirement applicable to the Standing Offer.

6.2 Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex C.

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

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

7.1.1 The Offeror offers to perform the Work in accordance with the Statement of Work at Annex A.

7.2 Security Requirements

7.2.1 There is no security requirement applicable to the Standing Offer.

7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) 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.

7.3.1 General Conditions

2005 (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is from issuance of the standing offer to March 31, 2023, inclusive.

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for up to two additional one year periods, from April 1, 2023 to March 31, 2024 and from April 1, 2024 to March 31, 2025 under the same conditions and at the rates or prices specified in the Standing Offer,

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Kim Fletcher
Title: Procurement Team Leader
Indigenous Services Canada

Telephone: 604-616-4341
E-mail address: kim.fletcher@canada.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

7.5.2 Project Authority

To be filled in after award

The Project Authority for the Standing Offer is:

Name:
Title: _____
Organization: _____
Address: _____

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

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

7.5.3 Offeror's Representative

Bidder to fill in

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 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Alexandre Vignola.

7.8 Call-up Allocation and Call-up Procedures

7.8.1 Call-up Allocation

Call-ups against the Standing Offer will be issued by the Standing Offer Authority or the Project Authority (as applicable) on a proportional basis such that the highest-ranked Offeror receives the largest predetermined portion of the work; the second highest-ranked Offeror receives the second largest predetermined portion of the work, etc. as follows:

Highest Ranked Offeror:	40%
Second Highest Ranked Offeror:	30%
Third Highest Ranked Offeror:	20%
Fourth Highest Ranked Offeror:	10%

If the number of compliant offers is less than indicated above, the allocation percentages will be adjusted accordingly. Call-up selection will be determined on a best suited basis.

The Project Authority will monitor call-up activities to ensure work is allocated in accordance with the predetermined work distribution.

7.8.2 Call-up Procedures

7.8.2.1 Offerors will be contacted directly as described in 7.8.1 above.

7.8.2.2 The Standing Offer Authority or the Project Authority (as applicable) will provide the Offeror with details of the Work activities to be performed within the scope of this Standing Offer including a description of the deliverables/reports to be submitted.

7.8.2.3 The Offeror will prepare and submit a proposal for the Work as required by the Standing Offer Authority. The proposal shall include a cost quotation established by utilizing the applicable rates as shown in the Basis of Payment, Annex "B", a schedule indicating completion dates for major Work activities and submission dates for deliverables/reports with supporting details. The proposal must be submitted to the Standing Offer Authority or the Project Authority (as applicable) within three (3) business days of receiving the request.

7.8.2.4 Failure by the Offeror to submit a proposal in accordance with the time frame specified in 7.8.2.3 above will be interpreted as the Offeror being unable to perform the services and will result in the setting aside of the Offer. The Offeror will then be by-passed and the Standing Offer Authority or the Project Authority (as applicable) will send the request to the next best-suited Offeror. This process will continue until the requirement can be fully addressed by an Offeror. Should no

Offeror be able to provide the services requested, Canada reserves the right to procure the specified services by other contracting methods.

7.8.2.5 The Standing Offer Authority and the Project Authority reserve the right to request references from the available Offeror to conduct a reference check to verify the accuracy of similar work previously performed. Should the reference(s) provide negative feedback in relation to the information provided, the Standing Offer Authority or the Project Authority (as applicable) reserves the right to go to the next Offeror.

7.8.2.6 Upon acceptance by the Project Authority of the Offerors proposal for the services, the Offeror will be authorized by the Standing Offer Authority to proceed with the Work through the issuance of a duly completed and signed Call-up against a Standing Offer.

7.8.2.7 The Offeror shall not commence Work until the Call-up Against a Standing Offer has been signed by the Standing Offer Authority. The Offeror acknowledges that any and all Work performed in the absence of a Call-up Against a Standing Offer Agreement signed by the Standing Offer Authority will be undertaken at the Offeror's own risk, and Canada shall not be liable for payment therefor.

7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$_____ (Applicable Taxes included).

7.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$_____ (*Applicable Taxes excluded*) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or four (4) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

7.12 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) Annex A, Statement of Work;
- e) Annex B, Basis of Payment;
- f) Annex C, Insurance Requirements;
- g) the Offeror's offer dated _____ .

7.13 Certifications and Additional Information

7.13.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

7.14 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia.

7.15 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

7.1 Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

2010C (2018-06-21), General Conditions - 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 Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC); 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)"

7.3 Term of Contract

7.3.1 Period of the Contract

The Work is to be performed during the period stated in the call up.

7.4 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.

7.5 Payment

7.5.1 Basis of Payment

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

7.5.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are _____ (*insert "included", "excluded" or "subject to exemption"*) 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 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.

7.5.3 Method of Payment

One of the following methods of payment will form part of the resulting Contract:

7.5.3.1 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;
- c) the Work performed has been accepted by Canada.

OR

7.5.3.2 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work 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;
- c) the Work delivered has been accepted by Canada.

OR

7.5.3.3 Progress Payment

1. Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work, up to _____ percent of the amount claimed and approved by Canada if:
 - a. an accurate and complete claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - b. the amount claimed is in accordance with the basis of payment;
 - c. the total amount for all progress payments paid by Canada does not exceed _____ percent of the total amount to be paid under the Contract;
 - d. all certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives.
2. The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.
3. Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

7.5.4 Electronic Payment of Invoices – Call-up

The method of invoice payment by Crown-Indigenous Related and Northern Affairs Canada is by direct deposit to the Contractor's financial institution of choice.

7.6 Invoicing Instructions

One of the following invoicing instructions will form part of the resulting contract:

7.6.1 Invoicing Instructions

1. 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.
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

OR

7.6.2 Invoicing Instructions - Progress Payment Claim - Supporting Documentation not required

1. The Contractor must submit a claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment.
Each claim must show:
 - a. all information required on form [PWGSC-TPSGC 1111](#);
 - b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
 - c. a list of all expenses;
 - d. the description and value of the milestone claimed as detailed in the Contract.
2. Applicable Taxes, must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.
3. The Contractor must prepare and certify one original and two (2) copies of the claim on form [PWGSC-TPSGC 1111](#), and forward it to the Project Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.
The Project Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.
4. The Contractor must not submit claims until all work identified in the claim is completed.

OR

7.6.3 Invoicing Instructions - Progress Payment Claim - Supporting Documentation required

1. The Contractor must submit a claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment.

Each claim must show:

- a. all information required on form [PWGSC-TPSGC 1111](#);
- b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
- c. a list of all expenses;
- d. the description and value of the milestone claimed as detailed in the Contract.

Each claim must be supported by:

- a. a copy of time sheets to support the time claimed;
 - b. a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;
 - c. a copy of the monthly progress report.
2. Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.
 3. The Contractor must prepare and certify one original and two (2) copies of the claim on form [PWGSC-TPSGC 1111](#), and forward it to the Project Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.
The Project Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.
 4. The Contractor must not submit claims until all work identified in the claim is completed.

7.7 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex C. 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.

7.8 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.

ANNEX A - STATEMENT OF WORK

1. PROJECT TITLE:

Chilcotin Training Area - Juvenile Spacing Program

2. BACKGROUND

1. 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 Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) through an Order-in-Council P.C. O.I.C 1961-807.
2. CIRNAC 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.

3. OBJECTIVE

The Forest Manager for the CTA has identified areas 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.

4. DESCRIPTION OF WORK

1. The treatment strategy is to retain the biggest and best Fir (FD) trees with good form and vigor to achieve a target density of approximately 2000 stems per hectare for stems smaller than 12.5 Centimeter diameter at breast height.
2. The overall objectives of manual spacing treatments in overstocked dry-belt fir stands are:
 1. To increase the net productivity of previously harvested Douglas-Fir stands within the INTERIOR DOUGLAS-FIR DRY COOL SUBZONE FRASER VARIANT (IDF-dk3) Biogeoclimatic Zone (BEC). The stands are uneven aged multilayered Fir (FDI) stands with minor components of Lodgepole Pine (PI), Spruce (Sx). The stands have been historically selectively harvested in the 1970's, and have a significant Fir understory encroachment.
 2. To produce a commercial timber harvest at an earlier age as compared with no treatment
 3. To increase the net productivity of previously harvested Douglas-fir stands, the Fir understory layers 2-4, and remove any layer 1 stems of very poor form. Stems >12.5 cm DBH are not being treated due to bark beetle infestation risk. Only stems > 12.5 cm DBH of very poor form will be cut (see treatment specifications).
3. The spacing treatment will reduce persistent understory densities and increase available growing space and soil water to individual tree growth

4. Treatment will be concentrated on stems < 12.5cm Diameter at Breast Height (DBH). All stems less than 12.5cm (DBH) will be considered and treated as a single group, layers 2-4 will not be treated individually. Emphasis will be on retaining the largest stems with the best form and vigor, and working down to smaller stems with best form and vigor. Pine and spruce will be chosen last and aspen will be ignored. Spacing will be relatively wide and stems > 12.5cm of acceptable form will not be spaced and no minimum spacing will apply. Stems < 12.5cm DBH growing within the dripline of stems > 12.5 cm DBH will be removed and inter tree spacing adjusted accordingly.

5. TREATMENT SPECIFICATIONS Stems Less Than 12.5cm DBH

1. The success of the treatment is predicted on retention of the trees with the best form and vigor.
2. The target spacing is based on desired residual fir density only. Spacing range will allow for selection of crop trees with best size and vigor. Crown form characteristics have been selected to ensure the trees with the best vigor are retained. There is No spacing buffer along the sides of drivable side roads.

5. DESCRIPTION OF WORK - TASKS

1. To complete work, Contractor must follow specifications listed below from the Crop Tree Selection guide:

1. Spacing

1. Stems < 12.5cm DBH growing within the dripline of stems > 12.5 cm DBH will be removed and intertree spacing adjusted accordingly.
2. After criteria 1 has been met, the presence of stems larger than 12.5cm will have no effect on the spacing of crop trees under 12.5cm DBH ('ghost' stems greater than 12.5cm DBH).
3. Average spacing between crop trees will be 2.0
4. Maximum spacing between crop trees will be 2.5
5. High quality crop trees (the biggest and best)
6. Crop tree selection starts at .05 m in height
7. minimum spacing of 1 meter near 12.5 cm DBH and greater considering there is no crown competition
8. ANY Pine and Spruce that are within spacing of fir crop trees will be removed or cut out. Species

2. Species

1. Douglas-fir will be given first priority.
2. If no suitable Douglas fir of any size is available then Spruce will be given priority.
3. If no suitable Douglas fir or Spruce of any size is available then Pine will be chosen.
4. Aspen will be ignored (not considered a crop tree, having no effect on spacing)
5. The largest diameter stems with acceptable characteristics will be chosen first followed by those of decreasing diameter

3. Acceptable Characteristics:

Crown form.

1. Live crown > 30%.
2. Crown shape should be a pointed cone.
3. Evidence of leader growth (10-30cm preferred. Avoid selection of trees with rounded tops)
4. No dead tops.
5. Few dead branches.

6. Relatively dense foliage compared to neighbors.
7. Stem form (bole)
8. Straight for minimum 5 meters.
9. No forks.
10. No broken stems.
11. No large scars.

2. The Contractor must select the best available stems to leave in voids.
 1. Snow press may have created areas where no acceptably spaced stems are left standing; in this case the contractor must choose a crop tree with the greatest potential to 'stand up' and recover.
 2. Contractor must select smooth curved stems rather than those with abrupt bends which would indicate breakage.

3. TREATMENT SPECIFICATIONS Stems greater Than 12.5cm DBH

1. The Contractor must only cut stems with very poor form, where other suitable crop trees exist within 5.0m. Very poor form is restricted to those trees that will have no chance of growing into a saw log: 5m long log 15cm at the top.
 1. Examples of stems with very poor form:
 1. Extreme sweep with no minimum length saw log portion above the sweep.
 2. Any portions of live Fir trees felled during spacing, which are > 10cm in diameter, must be bucked into 1 m long chunks to reduce risk of Fir beetle infestation.
 2. Any Worksafe BC regulations take precedence over this prescription

4. TREATMENT SPECIFICATIONS Aspen and/or others

1. will not be considered to be competitive at time of free growing surveys.
2. Aspen > 12.5cm DBH will not be competitive at time of free growing surveys.
3. Aspen < 12.5 cm will be cut where it is overtopping a crop tree; otherwise, it will be left.
4. Any clumps of Pine or Spruce with no Fir present do not require spacing. Unless they have mistletoe

5. Contractor must 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>.) for each call up.

6. KNOWN FIELD HAZARDS

1. The following known field safety hazards associated with this project have been identified:
 1. Rolling logs, rocks, and debris may present hazards to the operator.
 2. The Contractor must operate around and adjacent to danger trees and must take the appropriate action to have trees assessed prior to operations commencing;
 3. Wildlife within the CTA; and
 4. Bumps, dips, obstacles and puddles of primary and secondary access roads.

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

7. SAFETY BRIEFING

1. 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 at a mutually agreed date and time. Safety Briefings may be required prior to work commencing and as detailed in each call up.

8. DELIVERABLES

1. The Contractor must provide the following for each call up:
 1. a Juvenile Spacing Payment Calculation Card prepared by a Registered professional Forester or a Registered Forest Technologist as defined in the Foresters Act of British Columbia for the duration of each call up;
 2. a copy of the Juvenile Spacing Quality Inspection Plot Card in an Excel format and;
 3. A treatment map showing the Juvenile Spacing Quality Inspection plot location for the area invoiced.
 1. Example of Juvenile Spacing Payment Calculation Card and Juvenile Spacing Quality Inspection Plot Card can be found on pg. 25 of <https://www.for.gov.bc.ca/isb/forms/lib/fs251.pdf>.

9. LOCATION OF WORK

The Chilcotin Military Training Area (CMTA) 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).

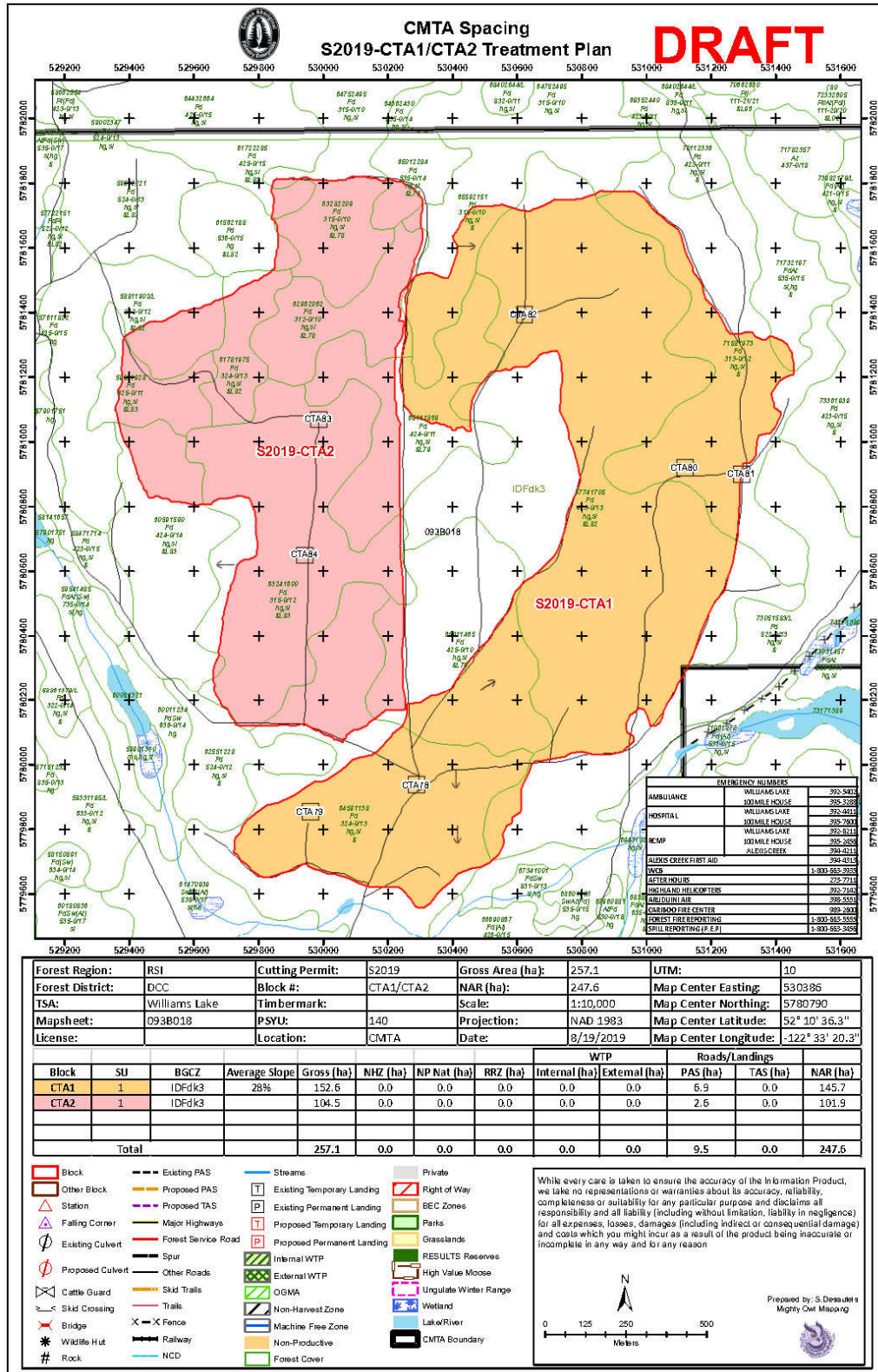
More details will be provided on operational maps such as road maintenance and/or individual cut blocks for each work treatment assignment as detailed in each call up.

10. Departmental Support

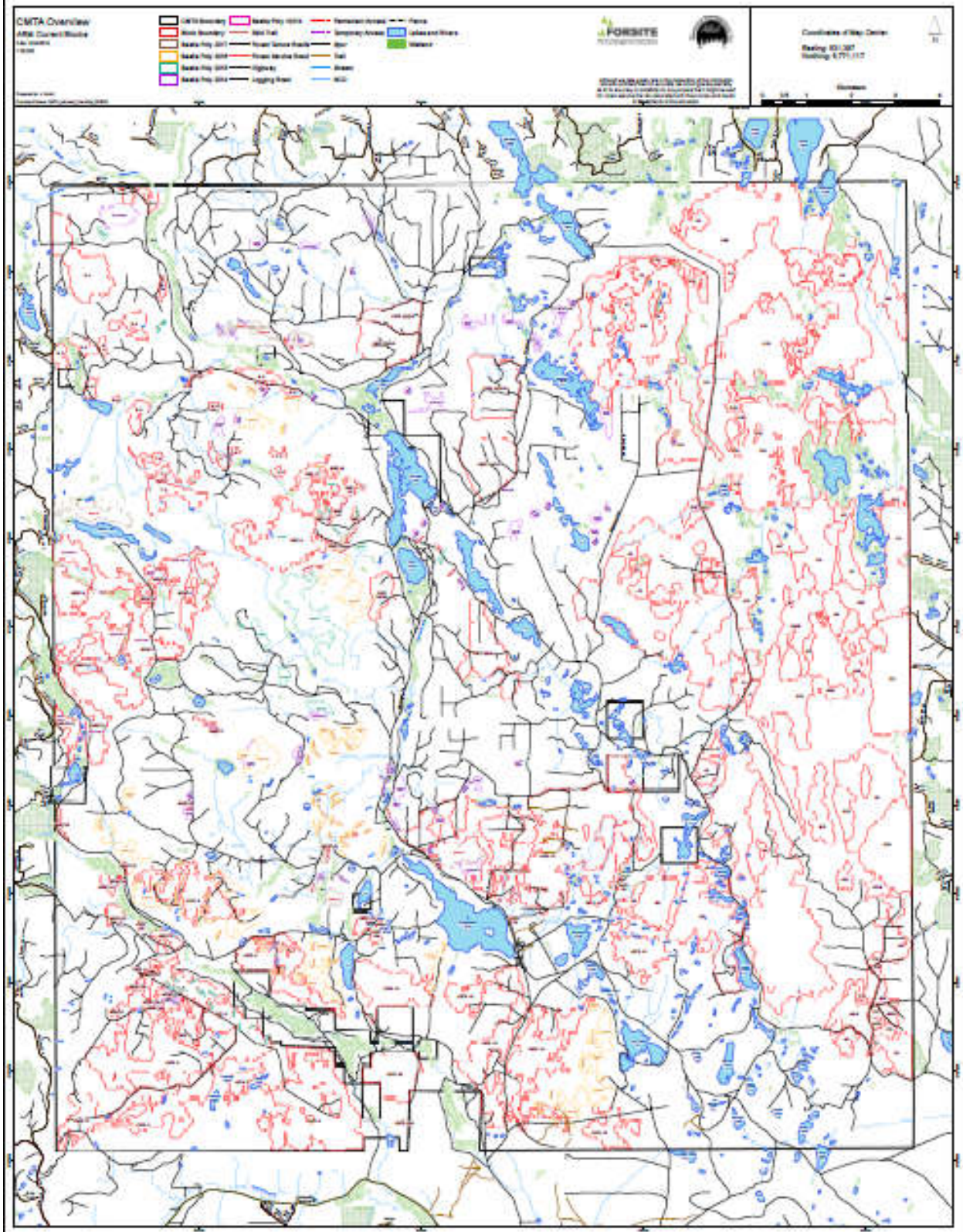
For each call up the Project Authority will provide:

- CTA Overview Map
- Treatment Plan Map

Annex A.1 – Sample Treatment Plan



Annex A.2 – CTA Overview Map



ANNEX B – BASIS OF PAYMENT

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

	Year 1 (issuance of Standing Offer to March 31, 2021)	Year 2 (April 1, 2021 – March 31, 2022)	Year3 (April 1, 2022 – March 31, 2023)	Option Year 1 (April 1, 2023 – March 31, 2024)	Option Year 2 (April 1, 2024 – March 31, 2025)
	Firm Rate for Juvenile Tree Spacing per Hectare based on the NAR (Net Area to be Reforested)	Firm Rate for Juvenile Tree Spacing per Hectare based on the NAR	Firm Rate for Juvenile Tree Spacing per Hectare based on the NAR	Firm Rate for Juvenile Tree Spacing per Hectare based on the NAR	Firm Rate for Juvenile Tree Spacing per Hectare based on the NAR
Firm Rate for Juvenile Tree Spacing per Hectare based on the NAR of 1 to 20 Hectares (Net Area to be Reforested)	\$ _____ per Hectare	\$ _____ per Hectare	\$ _____ per Hectare	\$ _____ per Hectare	\$ _____ per Hectare
Firm Rate for Juvenile Tree Spacing per Hectare based on NAR of 20.1 the 100 Hectares	\$ _____ per Hectare	\$ _____ per Hectare	\$ _____ per Hectare	\$ _____ per Hectare	\$ _____ per Hectare
Firm Rate for Juvenile Tree Spacing per Hectare based on the NAR of 100.1 to 500 Hectares	\$ _____ per Hectare	\$ _____ per Hectare	\$ _____ per Hectare	\$ _____ per Hectare	\$ _____ per Hectare

ANNEX B.2 – PAYMENT CALCULATION

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 Registered Forester or the Registered Forest Technologist establish that 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:

$$\begin{aligned} \text{Reworkable Error \%} &= \frac{\text{Total No. of Reworkable Errors}}{(\text{No. of Plots} \times \text{target No. Crop Trees / plot})} \times 100 \\ \text{Non-Reworkable Error \%} &= \frac{\text{Total No. of Reworkable Errors}}{(\text{No. of Plots} \times \text{target No. Crop Trees / plot})} \times 200 \end{aligned}$$

 **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 01 10 31
Reworkable Errors %: $\left(\frac{\text{REWORKABLE ERRORS}}{\text{TOTAL NUMBER OF PLOTS} \times \frac{\text{TARGET NUMBER OF CROP TREES PER PLOT}}{\text{PER PLOT}}} \right) \times 100 =$ $\left(\frac{2}{6 \times 9} \right) \times 100 =$		START WITH 100% QUALITY OF WORK
Non-Reworkable Errors %: $\left(\frac{\text{NON-REWORKABLE ERRORS}}{\text{TOTAL NUMBER OF PLOTS} \times \frac{\text{TARGET NUMBER OF CROP TREES PER PLOT}}{\text{PER PLOT}}} \right) \times 200 =$ $\left(\frac{3}{6 \times 9} \right) \times 200 =$		MINUS
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						

ANNEX C - INSURANCE REQUIREMENTS

LIABILITY INSURANCE

a) INSURANCE

The Purchaser shall during the period of this Standing Offer, at the sole cost and expense to the Purchaser maintain or insure that its contractors or agents maintain the following insurance in such a form and with one or more companies satisfactory to Her Majesty. Policies for such insurance shall be for the mutual benefit of Her Majesty, the Permittee, and the Purchaser as their respective interests may appear. The certificates of insurance for all policies of the Purchaser (and its contractors or agents where applicable) shall be delivered to the Project Authority before work commences for each call up against the standing offer.

b) THIRD PARTY LIABILITY COVERAGE

Minimum Limits:

\$5,000,000 -Inclusive Limits for Bodily Injury and/or Property Damage Liability, each Occurrence.

\$5,000,000 -Aggregate Limits for Products and Completed Operations.

\$500,000 - Fire Fighting Expense to Purchaser

\$500,000 - Fire Fighting Expense to Third Party

Extension of coverage:

Broad Form Property Damage
Occurrence Property Damage
Blasting (if applicable)
Personal Injury, including libel, slander and malicious acts
Contingent Employers Liability
Non-owned Automobile Liability
Premises, Property and Operations
Contractual Liabilities

c) OWNED AIRCRAFT (IF APPLICABLE)

d) NONOWNED AIRCRAFT (IF APPLICABLE)

e) OWNED WATERCRAFT (IF APPLICABLE)

f) NONOWNED WATERCRAFT (IF APPLICABLE)

g) EQUIPMENT ISSUE

All Risks Insurance covering all equipment, for which the Purchaser or its contractors or agents may be responsible, whether that equipment is owned, rented, or leased. In the event of loss or damage to the said equipment, or any part thereof, the Purchaser shall, if so requested by Her Majesty in writing, forthwith replace such damaged or destroyed equipment or ensure that the contractor or agent replaces the damaged or destroyed equipment.

h) ADDITIONAL INSURANCE

The Purchaser shall obtain, at their own cost, such additional insurance coverage as they deem necessary or desirable. In the event that the Purchaser obtains any such additional insurance, the Purchaser shall give written notice to Her Majesty of the details of such additional insurance.

i) WAIVER OF SUBROGATION

The Payment of the deductible amount in each insurance policy is Purchaser's responsibility.

Each insurance policy obtained by the Purchaser shall include the following clauses:

In the event of a loss and upon payment of any claim hereunder, the insurer will waive its right of subrogation against Her Majesty and the Permittee and any of their servants, agents, employees, parent, subsidiary, affiliate or related firms.

j) NOTICE OF CANCELLATION

The above mentioned policies will not be cancelled, reduced, materially altered or amended without the insurer giving at least thirty (30) days prior written notice by registered mail to Her Majesty and the Permittee.

k) AUTOMOBILE INSURANCE

A Standard Owners Form Automobile Policy in accordance with the Insurance (Motor Vehicle) Act, R.S.B.C. 1979, C.204, with minimum limits respecting Bodily Injury and Property Damage (third party) of not less than \$2,000,000 on an occurrence basis.

l) Where the Purchaser's or the Purchaser's contractor's or Purchaser's agent's insurance expires or terminates before the expiry of termination of this Permit, the Purchaser or the Purchaser's contractors or the Purchaser's agents will provide to Her Majesty and the Permittee a certificate of insurance to cover the remaining period of the Permit at least 10 working days prior to the last day of the existing insurance policy.

ATTACHMENT 1 to PART 4 - MANDATORY TECHNICAL EVALUATION CRITERIA

Failure to meet any of the mandatory technical evaluation criteria will result in the Bidder's bid being declared non responsive and given no further consideration.

No.	Mandatory Criteria	Bidder's response (please include page numbers)	Met / Not Met
M1	<p>The Bidder MUST propose a qualified Project Manager who meets at least <u>one</u> (1) of the following Association of BC Forest Professionals (ABCFP) credentials:</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 <p>The Bidder MUST provide a copy of at least <u>one</u> (1) of these certificates in their bid.</p>		
M2	<p>The Bidder MUST demonstrate a successful completion of one (1) Juvenile Tree Spacing Program or was a sub-contractor for an area of at least five (5) hectares of Juvenile tree spacing within the last five (5) years. This can include forest Fuel management treatment on Reserve.</p> <p>To demonstrate this the bidder MUST include:</p> <ul style="list-style-type: none"> • Project dates (mm-yyyy to mm-yyyy); • Project location and; • Size (hectares) of area treated. <p>Information provided should include:</p> <ul style="list-style-type: none"> • Client Organization • Brief project description • Client Contact Name • Client Title/Position/Phone Number and/or Email 		
M3	<p>The Bidder MUST provide a copy of a clearance letter from WorkSafeBC, dated within 30 days of the solicitation closing date, describing the status of the firm as active.</p>		

ATTACHMENT 2 to PART 4 - FINANCIAL EVALUATION

Pricing offered must be in Canadian dollars, Applicable Taxes excluded.

Bidder must submit pricing inclusive of all direct and indirect expenses incurred in performing the requirement including but not limited to all labour, overhead, supervision, tools, equipment, materials, parts, manuals, travel time, travel and living expenses, transportation costs, reports, general and administrative costs, and all related duties and other costs paid by the bidder.

Bidders must submit their financial bid using the financial evaluation table provided below.

If a standing offer is issued to the bidder, the pricing submitted within the table below will formulate the basis of payment for the duration of the standing offer.

Failure to comply with any of the instructions provided in this Annex will render the bid non-responsive.

		Year 1 (issuance of Standing Offer – March 31, 2021) Firm Rate for Juvenile Tree Spacing per Hectare based on the NAR (Net Area to be Reforested)	Year 2 (April 1, 2021 – March 31, 2022) Firm Rate for Juvenile Tree Spacing per Hectare based on the NAR	Year 3 (April 1, 2022 – March 31, 2023) Firm Rate for Juvenile Tree Spacing per Hectare based on the NAR	Option Year 1 (April 1, 2023 – March 31, 2024) Firm Rate for Juvenile Tree Spacing per Hectare based on the NAR	Option Year 2 (April 1, 2024 – March 31, 2025) Firm Rate for Juvenile Tree Spacing per Hectare based on the NAR	Evaluative Weight	Sub-Total	
		A	B	C	D	E	F	G	
1.	Firm Rate for Juvenile Tree Spacing per Hectare based on the NAR of 1 to 20 Hectares (Net Area to be Reforested)	A1 \$ _____ per Hectare	B1 \$ _____ per Hectare	C1 \$ _____ per Hectare	D1 \$ _____ per Hectare	E1 \$ _____ per Hectare	F1 10%	G1 (A1 + B1 + C1 + D1 + E1) x F1 Total \$ _____	
2.	Firm Rate for Juvenile Tree Spacing per Hectare based on NAR of 20.1 the 100 Hectares	A2 \$ _____ per Hectare	B2 \$ _____ per Hectare	C2 \$ _____ per Hectare	D2 \$ _____ per Hectare	E2 \$ _____ per Hectare	F2 30%	G2 (A2 + B2 + C2 + D2 + E2) x F2 Total \$ _____	
3.	Firm Rate for Juvenile Tree Spacing per Hectare based on the NAR of 100.1 to 500 Hectares	A3 \$ _____ per Hectare	B3 \$ _____ per Hectare	C3 \$ _____ per Hectare	D3 \$ _____ per Hectare	E3 \$ _____ per Hectare	F3 60%	G3 (A3 + B3 + C3 + D3 + E3) x F3 Total \$ _____	
5.	(G1+G2+G3) = Total Evaluated Bid Price								\$ _____

*a net area of approximately 2000 hectares requires Juvenile Spacing as part of the CTA silviculture plan.
Call-Ups may be 1 hectare to 500 hectares depending on each requirement.

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