



REQUEST FOR PROPOSAL

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 PROPOSALS

Proposal to DIAND:

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

Title REFORESTATION SERVICES	
Solicitation Number 1000231048	
Date (YYYYMMDD) 2021-09-10	
Solicitation Closes At 2:00	Time Zone Eastern Standard Time (EST)
On (YYYYMMDD) 2021-10-04	
Contracting Authority	
Name Jean Damascene Gasake	
Telephone Number (873) 354-5730	
Facsimile Number	
Email Address jeandamascene.gasake@canada.ca	
Destination(s) of Services	
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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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

1. Given that the resource (s) will not have access to any sensitive information or assets and will not have access to any GoC restricted access area, we confirm that there is no security requirement to be added to this RFP and Resulting Contract.
2. For additional information on security requirements, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

1.2 Statement of Work

The Work to be performed is detailed under Annex "A" of the resulting contract clauses.

1.3 Debriefings

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

1.4 Trade Agreements

The requirement is subject to the provisions of Comprehensive and Progressive Agreement For Trans-Pacific Partnership (CPTPP).

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>) 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 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 180 days

2.2 Submission of Bids

- a. Bids must be delivered to the following location, by the time and date indicated below:

Department of Indigenous Services Canada (ISC)

At 02:00 PM on October 4, 2021 Time Zone: Eastern Standard Time (EST)

Email address for submitting your bid: **aadnc.soumissionbid.aandc@canada.ca**

Attn: Jean-Damascene Gasake

Subject line in E-mail: RFP No. 1000231048

- b. The above address is for the sole purpose of bid submission. No other communications are to be forwarded to this address.
- c. Due to the nature of the bid solicitation, bids transmitted by any other means to DIAND will not be accepted.
- d. Late bids will not be accepted.
- e. 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.

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: 2019-01 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.

2.4 Enquiries - Bid Solicitation

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submits its bid electronically 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 (1 Electronic copy)

Section II: Financial Bid (1 Electronic copy)

Section III: Certifications (1 Electronic copy)

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 Canadian funds and in accordance with the pricing schedule detailed in Attachment 1 to Part 3.

Bidders must submit their rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes extra.

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 Indigenous Services Canada (ISC) is by direct deposit to the Contractor's financial institution of choice.

3.1.3 SACC Manual Clauses

Section III: Certifications

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

ATTACHMENT 1 TO PART 3, PRICING SCHEDULE

As a minimum, the Bidder must respond to this pricing schedule by including in its financial bid for each of the periods specified below.

Please use fractional dollar amount using 3 decimal places.

Example: \$0.379 per seedling planted // $900,000 * .379 = \$341,100.00$

BIDDER'S FULL LEGAL NAME:.....

Period	Estimated Quantity of seedlings to be planted	UNIT PRICE (Fixed price per seedling to be planted \$X.XXX)	Total Price
Initial Contract Period	900,000 seedlings	\$.....	\$.....
Total Price for Initial Contract Period (Taxes are Not Included)			\$.....

*TOTAL BID PRICE (Taxes are Not Included) =	\$.....
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***Note: The Total bid Price is for the evaluation purposes only**

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.
- (c) The evaluation team will determine first if there are two or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to attachment 1 to Part 4

4.1.2 Financial Evaluation

SACC *Manual* Clause A0220T 2014-06-26 Evaluation of Price

4.2 Basis of Selection

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

To be declared responsive, a bid **MUST**:

- comply with all the requirements of the Request for Proposal;
- meet all mandatory technical evaluation criteria; and

Offers not meeting (a) or (b) will be declared non-responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a Contract.

- The selection will be based on the Lowest Evaluated Price of the responsive bid.
- The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by the Lowest Cost of the responsive bid.

Basis of Selection – Using the Lowest Cost of the responsive bid			
Descriptions	Bidder 1	Bidder 2	Bidder 3
Bid Evaluated Price	\$55,000.00	\$45,000.00	\$50,000.00
Overall Ranking	3rd	1st	2nd

ATTACHMENT 1 TO PART 4, TECHNICAL EVALUATION CRITERIA

The bid **MUST meet** the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement. Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion must be addressed separately.

EVALUATION CRITERIA

#	Mandatory Criteria	Required Information	Supporting		Meet	
			Information	Information	YES	NO
M1	<p>It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for site visit to be held on</p> <p style="text-align: center;">TOOSEY Old School Wood Products & Training Centre</p> <p style="text-align: center;">September 24th 2021 1238 Stack Valley Road Riske Creek, BC V0L 1T0</p> <p>Bidders must communicate with the Contracting Authority no later than two business days before the scheduled visit to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders will be required to sign an attendance form. Bidders should confirm in their bids that they have attended the site visit. Bidders who do not attend or send a representative will not be given an alternative appointment and their bids will be rejected as non-compliant. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.</p>	Attendance Form Signed at work site visit.				
M2	<p>Tree Handling Procedures</p> <p>The Bidder must provide a copy of the tree handling procedures that includes, at a minimum:</p> <ul style="list-style-type: none"> • the regular recording of tree temperature and moisture levels within the reefer, • the regular recording of reefer temperature, • a seedling box sign out/marketing system at the reefer, • the methods to ensure protection of seedlings during transportation from the reefer to the field caches within the planting units; • the methods to ensure protection of seedlings in field caches, and 	Provide a detailed description of how the Bidder will meet the minimum specified handling procedures as described in the attached Statement of Work.				

	<ul style="list-style-type: none"> the methods that will be used to protect the seedlings while in the planting bags and during planting; 			
M3	<p>Firm Experience</p> <p>The Firm must have a minimum of three (3) years experience that include one or more major timber licencee(s) and/or BC Timber Sales of a minimum of 1 000 000 planted seedlings.</p>	<p>Demonstrate proof of experience acquired over the last three (3) years demonstrating Firm meets the minimum years experience on one or more major timber licencee(s) and/or BC Timber Sales. Please include the client contact information</p>		
M4	<p>Health and Safety</p> <p>The Bidder must demonstrate good standing with WorkSafeBC.</p> <p>The Bidder must demonstrate their Health and Safety Assets for the protection and well being of their employees</p>	<p>Provide a current, within the last thirty (30) days, letter from WorkSafeBC confirming the bidder "Active in good standing". This can be obtained online at: http://www.worksafebc.com/insurance/managing_your_account/clearance_letters/default.asp</p> <p>Provide a compilation that describes the Healthy and Safety Resources the bidder has to protect their employees.</p>		
M5	<p>First Aid</p> <p>The Bidder must provide a list and a description of the equipment to provide first aid services for forestry field crews.</p> <p>List is to be in accordance with Worksafe BC's Schedule 3-A, located at: http://www2.worksafebc.com/Topics/FirstAid/RegulationAndGuidelines.asp</p>	<p>Provide a list and of first aid equipment. Provide a copy of qualified personnel(s) first aid certificate(s)</p>		
Resources				
M6	<p>Project Supervisor/Manager</p> <p>The Bidder must provide a qualified project supervisor/manager. The project supervisor/ manager must have the following qualifications:</p> <ul style="list-style-type: none"> A minimum of five planting seasons of project supervision experience; and At least six planting seasons of tree planting industry experience. 	<p>Demonstrate proof of five (5) planting seasons of supervisory experience and six (6) tree planting seasons. These may be concurrent.</p>		

M7	<p>Foreperson(s)</p> <p>The Bidder must provide a sufficient number of full-time, non-planting Forepersons to supervise crews of fifteen or less tree planters (or planting Forepersons when supervising crews of six or less tree planters). Each Foreperson must have the following qualifications:</p> <ul style="list-style-type: none"> • A minimum of two planting seasons of foreperson experience; and • At least five planting seasons of tree planting industry experience. 	<p>Demonstrate proof of two (2) planting seasons of supervisory experience and five (5) tree planting seasons. These may be concurrent.</p>		
M8	<p>Equipment Inventory</p> <p>The Bidder must demonstrate how they will meet minimum specifications for equipment as detailed in the Statement of Work.</p>	<p>The Bidder must provide a detailed description of how they will provide the necessary equipment while meeting minimum specifications as described in the attached Statement of Work.</p>		
M9	<p>Local Aboriginal Involvement</p> <p>Bidders must outline a plan of how local Aboriginals will be involved in the project.</p>	<p>The bidder must provide a list detailing employment opportunities and or contract opportunities that will be offered to local aboriginal individuals and or local aboriginal corporations.</p>		

2. Basis of selection – Lowest Evaluated Price

1. To be declared responsive, a bid must:
 - a. comply with all requirements of the bid solicitation; and
 - b. The lowest evaluated bid meeting all mandatory criteria will be awarded the contract.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

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.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.2 Status and Availability of Resources

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

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

5.2.3.4 Education and Experience

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

5.2.3.4.1 SACC Manual clause A3010T (August 16, 2010) Education and Experience

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

PART 6 - RESULTING CONTRACT CLAUSES

6.1 Security Requirements

Given that the resource(s) will not have access to any sensitive information or assets and will not have access to any GoC restricted access area, we confirm that there is no security requirement to be added to this RFP and Resulting Contract.

For additional information on security requirements, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

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>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2010B (2020-05-28), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract with the following adaptations:

- a) References to Public Works and Government Services Canada (PWGSC) are replaced by the Indigenous Services Canada (ISC); 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)"

- d) Insert: "2010B 36 (2020-05-28) Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting

in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.”

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from **April 1, 2022** to **March 31, 2023** inclusive.

6.4.2 Delivery Points

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

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Jean Damascene Gasake
Title: Senior Procurement Expert
Indigenous Services Canada
Materiel and Assets Management Directorate
Address: 10 rue Wellington, Gatineau, K1A 0H4

Telephone: 873-354-5730
E-mail address: jeandamascene.gasake@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: *(TB identified at contract award)*

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

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

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

6.5.3 Contractor's Representative *(TB identified at contract award)*

Name: _____

Title: _____

Company: _____

Address: _____

Telephone: _____

Facsimile: _____

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: 2019-01 of the Treasury Board Secretariat of Canada.

6.7 Payment**6.7.1 Basis of Payment****6.7.2 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed \$_____ (*TB determined at contract award*). Customs duties are "included") 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.

6.7.3 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 :

- i. 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;
- ii. all such documents have been verified by Canada;
- iii. the Work performed has been accepted by Canada.

6.7.4 Electronic Payment of Invoices – Contract

The method of invoice payment by Indigenous Services Canada (ISC) 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 Indigenous Services Canada Electronic Payment Request form (http://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.

6.8 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.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;
- c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- d. a copy of the monthly progress report.

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.

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

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in.....(***TB completed at contract award***).

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** (2020-05-25);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment, (*TB completed at contract award*)
- (e) Annex C Security Requirements Check List;
- (d) the Contractor's bid Submission Form dated (*TB completed at contract award*)

ANNEX "A": STATEMENT OF WORK**PROJECT TITLE: CTA REFORESTATION SERVICES**

Reforestation services for the Department of Indigenous Services Canada (DISC)

Reforestation program at the Chilcotin Military Training Area (CTA).

BACKGROUND

The Chilcotin raining Area (CTA), located north of the small community of Riske Creek and about 35 kilometres west of Williams Lake, consists of approximately 41,000 hectares of land owned by the Department of National Defence (DND). The management of forest resources on this property is the responsibility of the Department of Indigenous Services Canada (DISC) through an Order-in-Council P.C. O.I.C 1961-807.

The Forest Manager has identified areas within the CTA that are Not Satisfactory Restocked

As a result, DISC has initiated a reforestation program on the property as part of DISC due diligence to rehabilitate the forested land base. Re-forestation maps of the CTA may be found in – CTA Overview Map Annex A, will be made available to the registered bidders prior to the mandatory site viewing in a Avanza PDF map format

OBJECTIVE

DISC is looking to establish a contract for a period of up to a (1) years to carry out reforestation services in support of DISC's due diligence to rehabilitate the forested land base.

The objective is to select a supplier in the re-forestation services to plant in the appropriate microsites on cut blocks for the spring 2021 season. 900,000 seedlings are scheduled to be planted by DISC . More seedlings may be made available to the contractor trough a contract amendment if funds are available and mutually agreed upon. DISC grows FDI seedling in a 310B cavity size, the PY and LW seedlings in a 410 cavity size and the PLI in a 310 cavity size.

The timing for planting of approximately seedlings is within six (6) weeks of snow and frost free conditions and approval from the Departmental Representative to commence work. This is estimated to be the last week of April.

SCOPE OF WORK

The Contractor shall perform the following to the satisfaction of the Departmental Representative:

Site Personnel

Before commencing operations on any of the field work sites notify the Departmental Representative and the Forest Manager of the name of the person(s) who will be responsible for supervising operations on those sites and who will be present on site at all times ("the Project Supervisor") and the name of an alternate(s) should the Project Supervisor not be on site, and must notify the Departmental Representative and the Forest Manager of any change to the Project Supervisor or alternate within five (5) calendar days of making the change.

Ensure:

- The Project Supervisor/Manager has a minimum of five planting seasons of project supervision

experience and at least six planting seasons of tree planting industry experience;

- There is sufficient number of full-time, non-planting Forepersons to supervise crews of fifteen or less tree planters (or planting Forepersons when supervising crews of six or less tree planters). At a minimum, Forepersons must have two planting seasons of Foreperson experience; and one planting season of tree planting experience;
- A minimum of 60% of the Planters shall have one or more planting seasons of planting experience;
- There is a minimum of 2 full-time, non-planting Tree Runner who will be responsible for the delivery of trees and keeping tree handling/stock tracking records current. The Tree Runner must have one or more tree planting season's experience. The Foreperson(s) may also be a Tree Runner. Proof of experience shall be provided to the departmental representative and the Forest Manager prior to work commencing;
- There is a minimum of one experienced full-time, non-planting Quality Checker. The Quality Checker must have at least two tree planting seasons experience and two seasons with quality checking experience. Proof of experience shall be provided to the departmental representative and the Forest Manager prior to work commencing

Indigenous Involvement

Efforts should be made to utilize local Indigenous businesses and resources. Personnel should include Aboriginal persons and training opportunities to maximize Aboriginal involvement.

Environmental Emergency Response Plan

Before commencing operations at the site, prepare an environmental emergency response plan (ERP) consistent with the approved federal standard as provided by the Departmental Representative and included in Annex "B" – CTA - Emergency Response Plan.

The ERP shall be provided to the Departmental Representative upon request, prior to commencing operations at the site.

Protection of the Environment

If the Contractor encounters circumstances such as weather conditions or site factors where the Contractor knows or should reasonably know that proceeding with the Work may, directly or indirectly cause environmental damage, the Contractor shall:

- Immediately suspend such Work;
- Immediately advise the Departmental Representative of the suspension and circumstances;
- Immediately Advise the BC Provincial Emergency Program authorities
 - 1-800-663-3456
 - <https://www2.gov.bc.ca/gov/content/safety/emergency-preparedness-response-recovery/contact-us>
- Not proceed with such work until the Departmental Representative so instructs; and
- Upon the Departmental Representative's instruction to proceed with such work, do so in accordance with the Departmental Representative's instructions.

Fire Protection

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

Wildlife Danger Tree Assessments

- Perform any required Wildlife Danger Tree Assessments; and
- Perform any follow- up work such as snag falling and no work zone ribboning to ensure employee safety.

All work is to comply with established Wildlife Danger Tree Assessment practices and Workers' Compensation Board regulations.

Delivery of Seedlings

It is the planting Contractor's responsibility to provide refrigerated semi-trailer (reefer) units and pick up all seedlings at any nursery or cold storage facility, and provide delivery of seedlings from the nurseries/cold storage facility to the planting blocks. The seedlings are located at the PRT Harrop Nursery (6320 Harrop Procter Highway Nelson BC V1L 6P9) cold storage facility in Nelson, British Columbia.

Contact: Miki Bouchard
250-546-6713 ext: 5120
miki.bouchard@prt.com

Or : Dan Livingston, RPF
877-600-8733 ext: 224
250-354-8385

Request Key	Species	Seedlot	Size	# Seedlings
2020DCC0001	Fdi	54002	PSB 310	518400
2020DCC0002	Pli	53652	PSB 310	200000
2020DCC0080	Fdi	54006	PSB 310	131600
2020DCC0081	Lw	63658	PSI 410	18900
2020DCC0082	Py	44216	PSB 410	30100
Total				899000

Responsibility for Seedlings

The Contractor shall account for all seedlings provided by DISC and shall assume responsibility for their care from the time of pickup from the nursery or cold storage facility. Any seedlings overruns from planting units shall be planted in designated overflow cut block(s) to be determined by the Departmental Representative and the Forest Manager.

Care of Seedlings

The Contractor shall ensure that seedlings, either loose or in boxes, are at all times stored and handled in a manner to prevent damage from freezing, overheating, rapid temperature fluctuations, excess moisture, drying, physical injury, and exposure to injurious substances.

Transporting Seedlings from Refrigerated Trailers to Planting Units on the CTA

When transporting seedlings the Contractor shall ensure:

- seedling boxes are handled gently without throwing or dropping;
- travel time is reduced to a minimum; as much as possible, to cool periods of the day (i.e. mornings and

evenings)

- seedling boxes are not exposed to the sun;
- transport vehicles are refrigerated, have reflective lined boxes to moderate temperature increases, or that the cargo area is adequately protected from the sun and other heat sources, and is well ventilated; and
- suitable, reflective-type tarps (i.e. silvicool) in good condition are used to cover seedling boxes.

Seedling Storage

The Contractor may store up to one half day's supply of seedlings in main field caches, in a location at or near the worksite (cut block(s)) where natural cooling is available (i.e., such as in standing timber, snow patches or small gullies), provided:

- Seedling box temperatures do not exceed levels specified by the Departmental Representative and the Forest Manager;
- Such storage locations are cool and shady;
- Seedlings are protected from the sun and rain with a suspended tarp; and
- Seedling boxes are separated in a manner that permits air circulation around each box.

If these provisions cannot be met at the planting unit on-site storage locations, then the Contractor shall, on a daily basis, transport each day's seedling supply from a storage facility or refrigerated trailer where the aforementioned provisions can be met.

The Contractor shall provide refrigerated trailer storage in the vicinity of the:

- Such facilities shall be capable of maintaining stable storage temperatures within limits specified by the Departmental Representative and the Forest Manager; and
- Seedling boxes shall be stored in such facilities in a manner that permits air circulation around each box.
- Small supplies of seedlings may be stored on the planting site for a few hours provided they are covered with a reflective tarp and box temperatures do not exceed acceptable levels. Shady areas must be used whenever possible. No seedling boxes will be left overnight or on days off unless approved by the Departmental Representative or the Forest Manager.
- To ensure that no individual boxes of seedlings are stored longer than necessary, stock shall be withdrawn from storage in the same order as received.
- The Contractor is responsible to ensure that the refrigerated trailer(s) is maintained at its specified operating temperature and to ensure that fuel suppliers are continually maintained to run the refrigeration trailer(s).

Seedling Containers

The Contractor shall:

- Dispose of all disposable seedling containers and wrappers by delivering them to a disposal or recycling site as directed by the Departmental Representative and the Forest Manager.
- Return all reusable seedling containers to the seedling delivery site or to another similar location specified by the Departmental Representative;
-

Planting - General Requirements

The Contractor shall:

- plant the seedlings specified in made available by DISC, in the corresponding Planting Units (slight modifications may be made to the map on a block by block basis as determined by the Departmental Representative and the Forest Manager);
- in accordance with the following provisions, select as Planting Spots those Microsites which are most conducive to survival and growth of seedlings as described by the Departmental Representative and the Forest Manager during the fall field viewing and as outlined in the pre-work with the contractor; and the "Guide to Completing the FS704" Planting Quality Inspection which can be found here: <http://www.for.gov.bc.ca/isb/forms/lib/FS704A.PDF>
 - Once a Planting Spot has been selected it shall be prepared and the seedling planted in it in accordance with the provisions of the contract. The planting techniques used will be chosen to permit maximum survival and growth of the seedling.

Unacceptable Microsites

Each Planting Spot shall meet the requirements of an Acceptable Microsite. Unless otherwise specified, unacceptable planting microsites are:

- stumps and poorly decomposed rotten logs;
- flooded areas or areas subject to flooding;
- loose soil, organic material, gravel or debris subject to severe moisture deficit;
- any area within two metre(s) of the edge of the running surface of major access roads or as otherwise designated on the project map;
- any area under overhead obstacles that could interfere with seedling growth; or
- Any selected microsites that have grass species present shall have a minimum of 3 inches circle (hockey puck) boot or shovel screef applied to remove the grass species present.

The Contractor shall select Plantable Spots in accordance with the following Microsite specifications:

Prepared Trench (not Applicable to this RFP)

- Plant high on the hinge of the berm, ensuring root systems are buried within organic and mineral soil material;
- Plant within microsites on the trench that will minimize wind desiccation; and
- Plant up from the bottom of the trench close to the hinge (to minimize damage from wildlife).

Acceptable Microsites

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

- Mineral soil, well decomposed organic material or acceptable mixture of both;
- The top of raised ground (e.g. hummocks, mounds);
- Hollows and shallow depressions;
- Close proximity to obstacles (for frost/cattle/wildlife protection);
- The north east side of acceptable shading objects (for protection from the sun);
- Down slopes of stumps and logs;
- Free of pine grass;
- Other microsites as discussed with the Departmental Representative during the site visit or as described on the Block Reforestation Map(s).
- Stumps, if a stump is greater in diameter then 30 centimeters it can accommodate 2 seedlings, if a stump is greater then 50 centimeters it can accommodate 3 seedlings to allow to meet minimum

stocking requirements

Other

Do not plant if mound does not have a mineral soil or well decomposed capping.

Spacing of Trees

Spacing restrictions apply to the distance between any combination of planted trees and acceptable natural trees. The Contractor shall select each planting spot according to the prescribed 1800 stems per hectare. An ***allocation table will be provided in the spring prior to the start of the activities.*** The actual spacing between trees may vary from the prescribed spacing to take advantage of the most suitable microsite but may not be closer than the specified minimum inter-tree distance of 50 centimeters in ground with increased levels of rock. Spacing between trees may exceed the prescribed spacing but must not result in wide spacing. The target density within all planting areas 1800 stems per hectare including well spaced naturals.

Overall Density

Notwithstanding the foregoing, the Contractor shall ensure that where Planting Spots are available, the planting density throughout the unit shall meet 1800 stems per hectare including well spaced naturals.

Planting Spot Preparation

Planting Spots shall be prepared so as to allow the seedling roots to be entirely planted in an acceptable medium and the seedling shoot to be left free of debris and not burned.

Planting Specifications

The Contractor shall plant each seedling as follows:

- As per specification in the planting quality inspection guide;
<http://www.for.gov.bc.ca/isb/forms/lib/FS704A.PDF>
- Planting hole shall be deep enough and wide enough so that the entire root system may be fully accommodated in a natural vertical position;
- The root systems shall be positioned in the planting hole in a natural arrangement and shall not be jammed, bent, twisted, rooted or otherwise distorted or damaged;
- The seedling shall be planted so that the roots and stem are aligned along a vertical axis;
- Unless otherwise specified, the seedling root collar must be at or below the surface of the acceptable planting medium with no branches or needles buried. The top of the plug must be entirely buried;
- The planting hole shall be filled with acceptable planting medium leaving no air channels or air pockets and firmly tamped so that the seedling will not pull loose with a gentle tug; and
- The planting microsite may be required to be boot or shovel screefed if natural grasses are present at the site. This is to ensure the seedlings growth is not impeded by natural grasses or snow press of these grasses during winter months.

Trees Not to be Planted

Seedlings which are mouldy, dry, flushed, damaged or otherwise unhealthy shall not be planted. The Contractor must notify the Departmental Representative as soon as possible via email, **and those trees shall not be planted without the Departmental Representative's written approval.**

Handling of Seedlings During Planting

The Contractor shall:

- Not root or top prune or cull seedlings without the written approval of the Departmental Representative;
- When handling, planting or tamping seedlings, ensure that seedlings sustain no physical damage from scarring, bending, crushing, root stripping or other causes;
- use planting bags of a type designed for the seedlings being planted and which shall be in good condition;
- ensure all three (3) pouches of planting bags have reflective cooling liners and if conditions include hot temperatures that a moist piece of foam is placed in the bottom of the planting bag.
- The two reflective type cooling bags not being utilized as the picking bag must be closed tightly to avoid excessive exposure to the air and sun before planting;
- ensure that seedling roots are kept moist while inside planting bags (wetted foam may be required by the Departmental Representative in planting bags/inserts);
- The number of seedlings carried in planting bags shall not exceed the amount that can be carried and removed without injury to the seedlings, or the amount that can be planted before critical heating or drying occurs;
- Seedlings shall only be removed from the protection of the bag one at a time and immediately prior to planting; and
- Where "plug" type seedlings are being planted, plastic wrap shall not be removed from bundles until immediately before the seedlings are needed for planting.

Site Conditions

The project area within this contract is accessible via four wheel drive vehicle or all terrain vehicle.

Known Field Safety Hazards

The following known field safety hazards associated with this project have been identified: Note this list does not identify routine safety hazards associated with forestry operations:

- Rolling logs, rocks, and debris may present hazards to the operator.
- The Contractor shall operate around and adjacent to Danger trees and must take the appropriate action to have trees assessed prior to operations commencing;
- Wildlife within the CTA; and
- Bumps, dips, obstacles and puddles of primary and secondary access roads.

Safety Briefing

The departmental representative will liaise with The Department of National Defence (DND) for a mandatory DND Safety Briefing (as per DND protocol) with the Contractor. This safety briefing will be located on the CTA, exact location will be provided prior to the Spring pre work at a mutually agreed date and time.

Equipment

The contractor shall have or have access to, at a minimum, the following equipment:

- Pickup trucks (4x4);
- All terrain vehicles (ATV's);
- Several main cache tarps/rope etc;
- First aid equipment in accordance with Worksafe BC's Schedule 3-A, located at:

<http://www2.worksafebc.com/Topics/FirstAid/RegulationAndGuidelines.asp>

- Planting bags with reflective liners;

- Individual cache tarps in good condition for all planting crew members;
- Fire tools as per BC Wildfire Regulations;
- Reflective type pickup box enclosure for seedling transport to and from the reefer storage;
- Company or sub contracted reefer storage and delivery capacity for Spring planting program.

Deliverables

The Contractor shall:

- Provide the departmental representative with a list of Foreperson(s) and Quality Checker(s) names and contact information prior to commencing work.
- Implement quality inspection program as per the standards set out in **PlantingQualityInspection Guide to Completing the FS 704** Effective April 2012 <https://www.for.gov.bc.ca/isb/forms/lib/FS704A.PDF> at a minimum intensity of 1 plot per hectare or a minimum of 5 plots per planting units.
- Each invoice will be supported by a Payment calculation sheet and the supporting quality pay plot information.
- Plant the seedlings listed in the objectives and any additional seedlings that the Project authority could acquire (Overflow seedlings from the PRT Nursery and or overflow seedlings from the Ministry of Lands and Natural Resources Operation or its subsidiary within 8 weeks of approval to commence work by the departmental representative, in either raw or machine prepared ground by hectare to achieve an minimum 1800 well spaced trees per hectare including well spaced naturals.
- Combined Species may be planted at varying densities depending on the planting unit;
- There may be various planting units that have residual timber and therefore the planting density in portions of a given block may be reduced;
- Within 10 days following a completed planting unit the Contractor shall submit to the Departmental Representative a report in both hardcopy and electronic format containing the following:
 - Planting Stock Shipping Order forms;
 - Daily production summary;
 - Work Unit Summary (including seedlot allocation and geographical distribution of tree species planted per planting unit);
 - Seedlot and request key maps for each Work Unit;
 - Avanza PDF map showing the GPS Data of blocks partially planted; and
- Provide daily reports via email to the Departmental Representative and to the Forest Manager notifying of the seedlings which are mouldy, dry, flushed, damage or otherwise unhealthy.

DEPARTMENTAL SUPPORT

The department will:

- Provide the seedlings and planting units as specified in the site visit.
- Supply the Contractor with the following resources, material or equipment, at no cost to the Contractor:
 - Necessary CTA planting maps and diagrams required for each planting unit; including overview maps digitally;
 - The approximate allocation of seedling species per planting unit;
- Be available for consultation as and when required.
- Coordinate with the Department of National Defense and the contractor the mandatory Unexploded Ordnance (UXO) safety brief

CONSTRAINTS

Solicitation No. - N° de l'invitation

1000231048

Client Ref. No. - N° de réf. du client

XXXXXX-XXXXXX

Amd. No. - N° de la modif.

File No. - N° du dossier

xxxxx.XXXXX-XXXXXX

Buyer ID - Id de l'acheteur

XXXXXX

CCC No./N° CCC - FMS No./N° VME

Work may be modified and or postponed due to unforeseen DND training exercise requirements.

POINT OF SERVICE

The Chilcotin Training Area (CTA) is located:

- North of the small community of Riske Creek, BC;
- 35 kilometres west of Williams Lake
- 41,000 hectares of land owned by the Department of National Defence (DND).

More details will be provided on operational maps such as road maintenance and/or individual cut blocks for each work treatment assign

ANNEX "B": BASIS OF PAYMENT (TB completed at contract award)

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

Please use fractional dollar amount using 3 decimal places.

Example: \$0.379 per seedling planted // 900,000 * .379 = \$341,100.00

(The basis of Payment will be completed at contract award)

	Fixed price per seedlings to be planted \$CAN using \$X.XXX	Total \$CAN To plant 900,000 seedlings
Fixed price per seedlings \$CAN to plant 900,000 seedlings	\$ _____ per planted seedling	\$ _____

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

As per industry standard, the all-inclusive fixed price per seedlings is a firm rate which includes all payroll, overhead costs and profits, travel and miscellaneous expenses required to complete the work. Goods and Service Tax or Harmonized Sales Tax is extra, if applicable. (Note: All inclusive per seedling rate(s) are not to be quoted as ranges)

Payment Calculations

Full Payment

- Where inspections pursuant to the Planting Quality Inspection System indicate planting quality in a Payment Area is at least 92.6%, the Canada shall pay the full Basic Payment.
- In no case shall the Canada pay more than 100% of the Basic Payment.

Payment Reduction for Low Planting Quality

- Where inspections pursuant to the Planting Quality Inspection System indicate planting quality in a Payment Area is equal to or greater than 70% but less than 92.60%, the Canada shall reduce the Basic Payment by multiplying the Basic Payment by the Payment %, as calculated using the following formula:

$$\text{Payment \%} = (\text{PQ\%} \times 1.08) - \frac{([100 - (\text{PQ\%} \times 1.08)]^2)}{8}$$

- Where: PQ% = Planting Quality % as determined under the Planting Quality Inspection System.

No Payment

- If the performance quality on all or a portion of a Payment Area is less than 70% and, in the opinion of the Canada, cannot be improved to at least this level by reworking, the Canada shall make no payment for the unsatisfactorily treated area.
- Where Planting Spots are available, but the Contractor has failed to maintain the minimum density specified, the Canada may not pay for the area affected.

Wasted or Unaccounted for Trees

- The Canada shall estimate the number of wasted trees by counting or using appropriate sampling techniques.
- The Canada shall estimate the number of unaccounted for trees by subtracting the number of trees planted in a Payment Area, as measured using the Planting Quality Inspection System, plus 10 percent (*or the upper 90% confidence limit of the number of trees planted, whichever is greater*) from the Total Trees for that area.
- For wasted or unaccounted for trees, the Canada shall reduce the Basic Payment by the estimated number of wasted or unaccounted for trees multiplied by the sum of (the Price per Tree plus twenty (20) cents).

Excess Trees

- Excess trees as calculated using the Planting Quality Inspection System may be planted in a Payment Area to a maximum of seven percent (7%).
- If inspection indicates that excess trees in a Payment Area exceed seven percent (7%), the Canada shall reduce the Basic Payment in an amount equal to the product of the number of trees which exceed the seven percent allowable excess (based on Total Trees), multiplied by the Price per Tree;
- that is, $[(\text{Excess \%}/100) - 0.07] \times \text{Total Trees for the Payment Area} \times \text{Price per Tree}$
- If excess trees exceed 12 percent (12%) in a Payment Area, the Canada shall, in addition to the aforementioned payment reduction, further reduce payment in an amount equal to the product of the number of trees which exceed 12 percent excess (based on Total Trees) multiplied by twenty (20) cents;
- that is, $[(\text{Excess \%}/100) - 0.12] \times \text{Total Trees for the Payment Area} \times \0.20

Untreated Areas

- If the Contractor fails to plant any contiguous area exceeding one tenth (1/10) of a hectare which the Canada considers plantable, then the Canada may reduce the Basic Payment by an amount equal to the product of the unplanted area (in hectares) multiplied by one thousand dollars (\$1000.00) per hectare.

Improper Storage and Handling

- Where the Contractor has failed to store, handle or care for seedlings in the manner specified herein or has by any other means put the health, vigour, or safety of the seedlings in jeopardy, the Canada may reduce the Basic Payment by fifty dollars (\$50.00) for each box or partial box of seedlings affected by the failure. A reduction in the Basic Payment under this section may be made in addition to any other reductions under this Agreement.

Stashed Trees

- Where seedlings issued to the Contractor have been abandoned or disposed of without written authorization by the Canada, the Canada may reduce the Basic Payment by an amount of up to one thousand dollars (\$1000.00) for each occurrence. If, in the opinion of the Canada, the value of the stashed trees is greater than one thousand dollars, an assessment of greater than one thousand dollars may be made for each occurrence. A reduction in the Basic Payment under this section may be made in addition to any other reductions under this Agreement.

ANNEX "C": SECURITY REQUIREMENTS CHECK LIST

Affaires autochtones et
Développement du Nord Canada

Aboriginal Affairs and
Northern Development Canada

Contract Number / Numéro du contrat
PR 1000231048

Security Classification / Classification de sécurité
Unclassified

SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A – CONTRACT INFORMATION / PARTIE A – INFORMATION CONTRACTUELLE

1. Branch / Sector / Directorate / Region /
Direction générale / Secteur / Direction / Région
BC Land and Environment

2. Contract type / Type de contrat
Seedling growing contract

Competitive / Compétitif
Type :
Non-Competitive / Non-compétitif

3. Brief Description of Work / Brève description du travail
Reforestation contract on Lot 7741 West of Williams

4. Contract Amount / Montant du contrat
\$800 000 \$

6. Company Name and Address (for non-competitive contract only) / Nom et
adresse de la compagnie (pour les contrats non-compétitifs seulement) :
Unknown until contract award

5. Contract Start and End date / Date de début et de fin du contrat
April 20th 2022 to / au June 15th 2022

7. Will the supplier require / Le fournisseur aura-t-il :

7.1 access to PROTECTED and/or CLASSIFIED Information or assets?
accès à des renseignements ou à des biens désignés PROTÉGÉS et/ou CLASSIFIÉS? No Yes
Non Oui

7.2 an access card to AANDC premises?
besoin d'une carte d'accès aux bureaux d'AANDC? No Yes
Non Oui

7.3 access to the departmental computer network?
accès au réseau informatique du Ministère? No Yes
Non Oui

(If the answer is No to all three questions, go to Part D / Si la réponse est Non aux trois questions, allez à la Partie D)

PART B – SAFEGUARDS OFF-SITE (COMPANY) / PARTIE B – MESURES DE PROTECTION À L'EXTÉRIEUR (COMPAGNIE)

PHYSICAL INFORMATION / ASSETS / RENSEIGNEMENTS MATÉRIELS / BIENS

8. Will the supplier be required to receive/store PROTECTED and/or CLASSIFIED Information/assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir/entreposer sur place des renseignements/biens PROTÉGÉS et/ou CLASSIFIÉS? No Yes
Non Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

9.1 Will the supplier be required to use its computers, portable media, or IT systems to electronically process/store sensitive
Information?
Le fournisseur sera-t-il tenu d'utiliser ses propres ordinateurs, médias portatifs ou systèmes TI pour traiter/stocker
électroniquement des renseignements sensibles? No Yes
Non Oui

9.2 Will the supplier be required to electronically transmit sensitive information to/from the Department or with other parties?
Le fournisseur sera-t-il requis de transmettre électroniquement de l'information sensible au/à partir du Ministère ou avec
d'autres parties? No Yes
Non Oui

If yes, specify: / Si oui, spécifiez :

a) Email transmission / Transmission par courrier électronique : No Yes
Non Oui

b) Other transmission (Secure FTP, Collaboration, etc) / Autre transmission (FTP sécurisée, collaboration, etc) : No Yes
Non Oui

c) Remote access required to AANDC network (VPN, Citrix) / Besoin de connexion à distance au réseau d'AANDC
(VPN, Citrix) : No Yes
Non Oui

9.3 Will the supplier be required to safeguard COMSEC* information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC* ? No Yes
Non Oui

* Handling equipment and measures for secure transmission and emission (cryptographic, secure fax/phone)/ Manipulation de l'équipement et des
mesures sécuritaires pour fin de transmission et émissions (cryptographie, téléphone/télécopieur sécurisé)

10. SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	Please refer to question / Veuillez vous référer à la question :	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ		
		A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET
Information / Assets Renseignements/Biens	7.1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Information / Assets (off site) Renseignements/Biens (extérieur)	8	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Information / Assets (off site) Renseignements/Biens TI (extérieur)	9.1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Transmission – e-mail Transmission TI – courriel	9.2 a)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Transmission – other Transmission TI – autre	9.2 b)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Remote Access to Network Connexion à distance au réseau	9.2 c)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMSEC	9.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PART C – PERSONNEL / PARTIE C – PERSONNEL

11.1 Personnel Security Screening Level Required:
Niveau d'enquête de la sécurité du personnel requis : N/A /
Non requis Reliability/
Fiabilité Confidential/
Confidentiel Secret Top Secret/
Très secret

11.2 May unscreened personnel be used for portions of work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No Yes
Non Oui N/A /
Non requis

12. Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No Yes
Non Oui

GCDOCS # 52056781
GCDOCS # 96803357

ANNEX “D”: Bid Submission Form

BID SUBMISSION FORM		
Bidder's full legal name		
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name	
	Title	
	Address	
	Telephone #	
	Fax #	
	Email	
Bidder's Procurement Business Number (PBN) [see the Standard Instructions 2003] [Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]		
Jurisdiction of Contract: Province or territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)		
Bidder's Proposed Site(s) or Premises Requiring Safeguard Measures. See Part 3 for instructions. (Note: Procurement Officers should delete if this requirement was not included in Part 6)	N/A	
Former Public Servants See the Article in Part 2 of the bid solicitation entitled Former Public Servant for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"	
	Is the Bidder a FPS who received a lump sum payment under the terms of the Work Force Adjustment Directive? Yes ____ No ____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"	
Security Clearance Level of Bidder [include both the level and the date it was granted] [Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]		

On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:

1. The Bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the bid solicitation;
2. This bid is valid for the period requested in the bid solicitation;
3. All the information provided in the bid is complete, true and accurate; and
4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.

**Signature of Authorized Representative
of Bidder**

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