



Return Bids to - Retourner les soumissions à :

Indigenous Services Canada (ISC) / Services aux Autochtones Canada (SAC)

Email address / adresse courriel:
soumissionbid@sac-isc.gc.ca

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

Proposal to Indigenous Services Canada (ISC)

We hereby offer to sell to His Majesty the King in right of Canada, as represented by the Minister of Indigenous Services Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out thereof.

Proposition aux Services aux Autochtones Canada (SAC)

Nous offrons par la présente de vendre à Sa Majesté le roi chef du Canada, représenté par le Ministre des Services aux Autochtones Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexées, au(x) prix indiqué(s).

Page 1 of - de 33	
Subject - Sujet Reforestation services at the Chilcotin Military Training Area (CTA)	
Solicitation / Client Reference No. - N° de l'invitation / N° référence du client 1000253082	
Date (YYYY/MM/DD) - Date (AAAA/MM/JJ) 2023-09-19	
GETS Reference No. - N° de reference de SEAG 1000253082	
Solicitation Closes - L'invitation prend fin at - à : 11 :00 A.M. on - le : 2023-10-31	Time Zone - Fuseau horaire PDT
Address inquiries to - Adresser toutes questions à : Ellyhyeonkyeong.ha@sac-isc.gc.ca	
Telephone No. - N° de téléphone N/A - S.O.	Facsimile No. - N° de télécopieur N/A - S.O.
Destination of Goods, Services, and Construction - Destination des biens, services et construction See herein - Voir dans la présente	Delivery Required - Livraison exigée See herein - Voir dans la présente
Security Requirements - Exigences relatives à la sécurité No - Non	

Vendor/Firm Information / Information du fournisseur / de l'entrepreneur
(Include signed copy with bid - Prière d'inclure une copie dûment signé avec la proposition)

Vendor/Firm Name - Raison social et adresse du fournisseur / de l'entrepreneur:	Name and title of person authorized to sign on behalf of Vendor/Firm - Nom et titre de la personne autorisée à signer au nom du fournisseur / de l'entrepreneur
Address - Adresse:	Name - Nom:
Telephone No. - N° de téléphone:	Title - Titre:
Facsimile No. - N° de télécopieur:	<p>_____</p> <p>SIGNATURE Date (YYYY/MM/DD) - Date (AAAA/MM/JJ)</p>



High Complexity Bid Solicitation and Resulting Contract Template (HC)

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	4
1.1 INTRODUCTION.....	4
1.2 SUMMARY	4
1.3 DEBRIEFINGS.....	4
PART 2 - BIDDER INSTRUCTIONS	5
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	5
2.2 SUBMISSION OF BIDS.....	5
2.3 FORMER PUBLIC SERVANT.....	5
2.4 ENQUIRIES - BID SOLICITATION.....	6
2.5 APPLICABLE LAWS.....	6
2.6 MANDATORY SITE VISIT	7
2.7 BID CHALLENGE AND RECOURSE MECHANISMS.....	7
PART 3 - BID PREPARATION INSTRUCTIONS.....	8
3.1 BID PREPARATION INSTRUCTIONS	8
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	9
4.1 EVALUATION PROCEDURES.....	9
4.2 BASIS OF SELECTION.....	11
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	12
5.1 CERTIFICATIONS REQUIRED WITH THE BID.....	12
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	12
PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS.....	13
6.1 SECURITY REQUIREMENTS	13
6.2 INSURANCE REQUIREMENTS	13
PART 7 - RESULTING CONTRACT CLAUSES	14
7.1 STATEMENT OF WORK.....	14
7.2 STANDARD CLAUSES AND CONDITIONS.....	14
7.3 SECURITY REQUIREMENTS	14
7.4 TERM OF CONTRACT	14
7.5 AUTHORITIES	14
7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	15
7.7 PAYMENT	15
7.8 INVOICING INSTRUCTIONS	15
7.9 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	16
7.10 APPLICABLE LAWS.....	16
7.11 PRIORITY OF DOCUMENTS	16
7.12 FOREIGN NATIONALS (CANADIAN CONTRACTOR <i>OR</i> FOREIGN CONTRACTOR) - <i>DETERMINED AT CONTRACT AWARD</i>	16
7.13 INSURANCE – SPECIFIC REQUIREMENTS	16
7.14 DISPUTE RESOLUTION.....	17
ANNEX “A”	18
STATEMENT OF WORK	18



ANNEX “B” **26**
 OVERVIEW MAP 26

ANNEX “C” **27**
 EMERGENCY RESPONSE PLAN 27

ANNEX “D” **28**
 BASIS OF PAYMENT 28

ANNEX “E” **29**
 SECURITY REQUIREMENTS CHECK LIST 29

ANNEX “F” **29**
 INSURANCE REQUIREMENTS 32



PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Insurance Requirements, and any other annexes.

1.2 Summary

The Chilcotin Training 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 Indigenous Services Canada (ISC) through an Order-in-Council P.C. O.I.C 1961-807.

ISC has identified areas within the CTA that are not satisfactory restocked. As a result, ISC has initiated a reforestation program on the property as part of ISC due diligence to rehabilitate the forested land base.

ISC is looking to establish a contract for a period of up to a (1) years to carry out reforestation services in support of ISC'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 2024 season. 280,000 seedlings are scheduled to be planted by ISC.

1.3 Debriefings

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



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days

Insert: 120 days

2.2 Submission of Bids

Bids must be submitted only to Indigenous Services Canada (ISC) by the date, time and place indicated on page 1 of the bid solicitation.

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

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "*former public servant*" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"*lump sum payment period*" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"*pension*" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension](#)



[Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 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 7 calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory



specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.6 Mandatory Site Visit

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at **1238 Stack Valley Rd, Riske Creek, BC, Canada VOL 1T0** on **October 18th, 2023**. The site visit will begin at **9:00 A.M. (PDT)**, in Toosey Old School Wood Products & Training Center (Outside the gate).

Bidders must communicate with the Contracting Authority no later than October 16th 2023 16h00 (PDT) to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders will be required to sign an attendance sheet. Bidders should confirm in their bid that they have attended the site visit. Bidders who do not attend the mandatory site visit or do not send a representative will not be given an alternative appointment and their bid will be declared non-responsive. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

2.7 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.



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

Section II: Financial Bid

Section III: Certifications

Section IV: Additional Information

Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.

Section I: Technical Bid

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

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "D".

3.1.2 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 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

3.1.4 SACC Manual Clauses

Section III: Certifications

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

Section IV: Additional Information

[A0285T](#) (2012-07-16) Workers Compensation Certification- Letter of Good Standing

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, within seven (7) days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1. Mandatory Technical Criteria

Item #	Mandatory Criteria	Required Supporting Information	YES	NO
M1	<p>Site Visit 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:</p> <p>Wednesday, October 18th, 2023 At 9:00 AM (PDT)</p> <p><u>Meeting location:</u> Toosey Old School Wood Products & Training Center (Outside the gate) 1238 Stack Valley Road Riske Creek, BC, V0L1T0</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; 	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 to ensure protection of seedlings in field caches, and the methods that will be used to protect the seedlings while in the planting bags and during planting 			
M3	<p>Firm Experience</p> <p>The Firm must have a minimum of three (3) years' experience that include one or more major timber licence(s) and/or BC Timber Sales of a minimum of 1,000,000 planted seedlings.</p>	<p>Demonstrate proof of experience acquired over the past three (3) years demonstrating Firm meets the minimum years experience on one or more major timber licence(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 Work Safe BC's Schedule 3-A, located at: WorkSafeBC</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.</p> <p>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>		

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

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

4.2 Basis of Selection

4.2.1 Mandatory Technical Criteria

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

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



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid list at the time of contract award.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

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

5.2.3.2 Education and Experience

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



PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

There is no security requirement.

6.2 Insurance Requirements

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

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



PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

[2035](#) (2022-12-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.3 Security Requirements

7.3.1 There is no security requirement applicable to the Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of Contract to June 21, 2024 inclusive.

7.4.2 Delivery Points

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

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Elly Ha
Title: Procurement Officer
Indigenous Services Canada
Materiel and Assets Management Directorate
Address: 10 Wellington St, Gatineau, QC, K1A 0H4
E-mail address: ellyhyeonkyeong.ha@sac-isc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

7.5.2 Project Authority *(insert at contract award)*

The Project Authority for the Contract is:

Name: _____
Title: _____
Indigenous Services Canada
Address: _____
Telephone: ____ - ____ - _____
E-mail address: _____

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



Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

7.5.3 Contractor's Representative (*insert at contract award*)

Name: _____

Address: _____

Telephone: ____ - ____ - _____

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: 2019-01](#) of the Treasury Board Secretariat of Canada.

7.7 Payment

7.7.1 Basis of Payment

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

7.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ (*insert 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.

7.7.3 Terms of Payment

SACC Manual clause [H1008C](#) (2008-05-12), Monthly Payment

7.7.4 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using the following Electronic Payment Instrument:

- a) Direct Deposit (Domestic and International);

7.8 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 the release document and any other documents as specified in the Contract;
- b. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses.

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.

7.9 Certifications and Additional Information

7.9.1 Compliance

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

7.10 Applicable Laws

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

7.11 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions [2035](#) (2022-12-01) General Conditions - Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Overview MAP;
- (e) Annex C, Emergency Response Plan;
- (f) Annex D, Basis of Payment;
- (g) Annex E, Security Requirements Check List;
- (h) Annex F, Insurance Requirements;
- (i) the Contractor's bid dated _____ (*inserted at contract award*)

7.12 Foreign Nationals (Canadian Contractor **OR** Foreign Contractor) - *determined at contract award*

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

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

7.13 Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex “F”. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than “A-”. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.



7.14 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".



ANNEX "A"

STATEMENT OF WORK

PROJECT TITLE

Reforestation services for the Department of Indigenous Services Canada (ISC) 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 ISC 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, ISC has initiated a reforestation program on the property as part of ISC due diligence to rehabilitate the forested land base. Re-forestation maps of the CTA may be found in – CTA Overview Map Annex B, will be made available to the registered bidders prior to the mandatory site viewing in a Avanza PDF map format.

OBJECTIVE

ISC is looking to establish a contract for a period of up to a (1) years to carry out reforestation services in support of ISC'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 2024 season. 280,000 seedlings are scheduled to be planted by ISC. More seedlings may be made available to the contractor through a contract amendment if funds are available and mutually agreed upon. ISC 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 Project Authority 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 Project Authority:

Site Personnel

Before commencing operations on any of the field work sites notify the Project Authority 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 Project Authority 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 Project Authority 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 Project Authority 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 Project Authority and included in Annex "B" – CTA - Emergency Response Plan.

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

Protection of the Environment

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

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

Fire Protection

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

Wildlife Danger Tree Assessments

- Perform any required Wildlife Danger Tree Assessments; and



- Perform any follow-up work such as snag falling and no work zone ribboning to ensure employee safety.

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

Delivery of Seedlings

It is the planting Contractor's responsibility to provide refrigerated semi-trailer (reefer) units and pick up all seedlings at any nursery or cold storage facility, and provide delivery of seedlings from the nurseries/cold storage facility to the planting blocks. The seedlings are located at 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 ID	SPECIES	LOT NO.	RQSTD (000'S)	STOCK/TYPE/CTNR/AGE		YEARS/ SEASON	PLANTING DATE	NUMBER OF SEEDINGS
2023DCC0001	FDI	54006	458.0	PSB	310B	2024	MAY 3, 2024	183,200
2023DCC0004	PLI	53377	175.0	PSB	310B	2024	MAY 3, 2024	70,000
2023DCC0005	LW	60749	35.0	PSI	410	2024	MAY 3, 2024	14,000
2023DCC0006	PY	44216	32.0	PSB	410	2024	MAY 3, 2024	12,800
								280,000

Responsibility for Seedlings

The Contractor shall account for all seedlings provided by ISC and shall assume responsibility for their care from the time of pickup from the nursery or cold storage facility. Any seedlings overruns from planting units shall be planted in designated overflow cut block(s) to be determined by the Project Authority 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 Project Authority 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 Project Authority 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 Project Authority 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 Project Authority and the Forest Manager.
- Return all reusable seedling containers to the seedling delivery site or to another similar location specified by the Project Authority;

Planting - General Requirements

The Contractor shall:

- plant the seedlings specified in made available by ISC, in the corresponding Planting Units (slight modifications may be made to the map on a block by block basis as determined by the Project Authority 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 Project Authority 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 microsities 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 microsities 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 microsities 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 microsities 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 microsities as discussed with the Project Authority 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 than 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 stem 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 steams 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 Project Authority as soon as possible via email, **and those trees shall not be planted without the Project Authority's written approval.**

Handling of Seedlings During Planting

The Contractor shall:

- Not root or top prune or cull seedlings without the written approval of the Project Authority;
- When handling, planting or tamping seedlings, ensure that seedlings sustain no physical damage from scarring, bending, crushing, root stripping or other causes;
- use planting bags of a type designed for the seedlings being planted and which shall be in good condition;
- ensure all three (3) pouches of planting bags have reflective cooling liners and if conditions include hot temperatures that a moist piece of foam is placed in the bottom of the planting bag.
- 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 Project Authority 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 Project Authority will liaise with The Department of National Defence (DND) for a mandatory DND Safety Briefing (as per DND protocol) with the Contractor. This safety briefing will be located on the CTA, exact location will be provided prior to the Spring pre work at a mutually agreed date and time.

Equipment

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

- Pickup trucks (4x4);
- All terrain vehicles (ATV's);
- Several main cache tarps/rope etc;
- First aid equipment in accordance with Worksafe BC's Schedule 3-A, located at: [WorkSafeBC](http://www.worksafebc.com)
- Planting bags with reflective liners;
- Individual cache tarps in good condition for all planting crew members;
- Fire tools as per BC Wildfire Regulations;
- Reflective type pickup box enclosure for seedling transport to and from the reefer storage;
- Company or sub contracted reefer storage and delivery capacity for Spring planting program.

Deliverables

The Contractor shall:

- Provide the Project Authority with a list of Foreperson(s) and Quality Checker(s) names and contact information prior to commencing work.
- Implement quality inspection program as per the standards set out in **Planting Quality Inspection 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 Project Authority, 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 Project Authority 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 Project Authority and to the Forest Manager notifying of the seedlings which are moldy, 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

- Work may be modified and or postponed due to unforeseen DND training exercise requirements.
- The contractor is required to attend an onsite mandatory Unexploded Ordnance (UXO) safety brief provided by DND prior to start reforestation activities.

POINT OF SERVICE

The Chilcotin Training Area (CTA) is located:

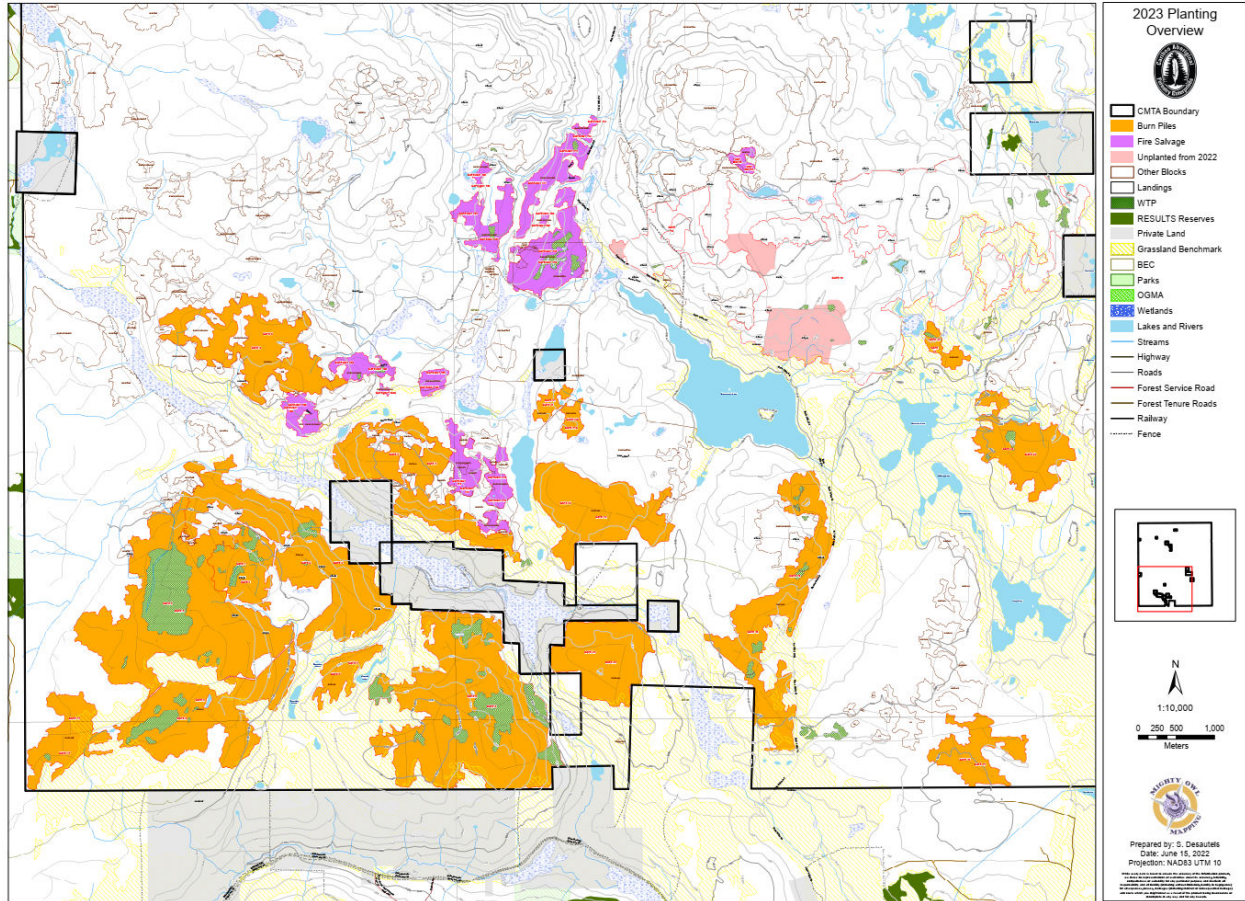
- North of the small community of Riske Creek, BC;
- 35 kilometers west of Williams Lake
- 41,000 hectares of land owned by the Department of National Defence (DND).

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



ANNEX "B"

OVERVIEW MAP





ANNEX "C"

EMERGENCY RESPONSE PLAN

- 1) The Contractor, including the Contractor's Subcontractors or Agents, if providing an activity or service with associated risks related to hazardous material spills, fuel, oil and pesticides, forest fires, landslides or other major erosion events, must comply with the Contractor's environmental "Emergency Response Plan", as outlined in the BC Forest Safety Council and SAFE Companies Guidelines and Procedures.
- 2) The Contractor must, before commencing operations at the Work Area, prepare an environmental emergency response plan (ERP) consistent with the BC Forest Safety Council and SAFE Companies Guidelines and Procedures. A copy of the plan is to be submitted to the Departmental Representative upon request.
- 3) The Contractor must ensure that the Contractor and the Contractor's Subcontractors or Agents conduct operations at the Work Area in accordance with the ERP.
- 4) The Contractor must make the ERP available at the Work Area for viewing by the Contractor's Subcontractors or Agents.
- 5) The Contractor must ensure that the Contractor and the Contractor's Subcontractors or Agents conduct operations at the Work Area in compliance with the BC Wildfire Act and the Wildfire Regulation.
- 6) The Contractor must test emergency preparedness in accordance with the ERP and maintain documentation of such tests, identifying the date of the test, start and end times, names of people involved, results, and any actions to be taken.
- 7) The Contractor must report and document any incident in accordance with environmental "Emergency Response Plan", identifying the time and date of the incident, location of the incident, description of the incident, impact(s), contributing factors, action taken and agencies the incident was reported to.



ANNEX “D”

BASIS OF PAYMENT

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid an all-inclusive firm 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 // 280 000 * .379 = \$106,120.00

	Fixed price per seedlings to be planted \$CAN using \$0.XXX	Total Price (\$CAN)
Fixed price per seedlings \$CAN to plant 280,000 seedlings	\$ _____ per planted seedling	\$ _____
	Total Bid Price	\$ _____

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 rages)

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:

$$\text{Payment \%} = (\text{PQ\%} \times 1.08) \div \left(\frac{100 - (\text{PQ\%} \times 1.08)}{8} \right)$$

- 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 "E"

SECURITY REQUIREMENTS CHECK LIST



Contract Number / Numéro du contrat
PR 1000253082
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 Lands and Economic Development BC Region		2. Contract type / Type de contrat Non-Competitive / Non-compétitif <input type="checkbox"/> Competitive / Compétitif <input checked="" type="checkbox"/> Type :					
3. Brief Description of Work / Brève description du travail Reforestation (tree planting) services. The contractor is responsible to pick up forestry seedlings from a cold storage in British Columbia, transport the seedlings to the reforestation site and plant to seedlings.							
4. Contract Amount / Montant du contrat 140,000 \$		5. Company Name and Address (for non-competitive contract only) / Nom et adresse de la compagnie (pour les contrats non-compétitifs seulement): Unknown for now (Request for proposal stage)					
5. Contract Start and End date / Date de début et de fin du contrat Contract award to / au JUNE 21 2024							
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?		<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes		Out	
7.2 an access card to AANDC premises? besoin d'une carte d'accès aux bureaux d'AANDC?		<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes		Out	
7.3 access to the departmental computer network? accès au réseau informatique du Ministère?		<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes		Out	
(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?							
		<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes		Out	
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?							
		<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes		Out	
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?							
		<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes		Out	
If yes, specify: / Si oui, spécifiez :							
a) Email transmission / Transmission par courrier électronique :		<input type="checkbox"/> No		<input type="checkbox"/> Yes		Out	
b) Other transmission (Secure FTP, Collaboration, etc) / Autre transmission (FTP sécurisé, collaboration, etc) :		<input type="checkbox"/> No		<input type="checkbox"/> Yes		Out	
c) Remote access required to AANDC network (VPN, Citrix) / Besoin de connexion à distance au réseau d'AANDC (VPN, Citrix) :		<input type="checkbox"/> No		<input type="checkbox"/> Yes		Out	
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* ?							
		<input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes		Out	
* 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, télécopieur/téléphone 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 (extérieurs)	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 (extérieurs)	9.1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Transmission - email / Transmission TI - courriel	9.2 a)	<input type="checkbox"/>	<input type="checkbox"/>				
IT Transmission - other / Transmission TI - autre	9.2 b)	<input type="checkbox"/>	<input type="checkbox"/>				
Remote Access to Network / Connexion à distance au réseau	9.2 c)	<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: N/A./ Non requis Reliability/ Fiabilité Confidential/ Confidentiel Secret Top Secret/ Très secret

11.2 May unscreened personnel be used for portions of work? No / Non Yes / Oui N/A./ Non requis

12. Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED? No / Non Yes / Oui

Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat
1000253082
Security Classification / Classification de sécurité
Unclassified

PART D – AUTHORIZATION / PARTIE D – AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme
Name (print) – Nom (en lettres mouillées): Alexandre Vignola
Title - Titre: Natural Resources Specialist
Signature:

Telephone No. – N° de téléphone: 604-363-2763
Facsimile No. – N° de télécopieur: [Blank]
E-mail address – Adresse courriel: Alexandre.vignola@sac-lsc.gc.ca
Date: July 4th, 2023

14. Organization Security Authority / Responsable de la sécurité de l'organisme
Name (print) – Nom (en lettres mouillées): Vanessa Carrière-Malo
Title - Titre: Contract Security Officer
Signature:
Digitally signed by Carrière-Malo, Vanessa
Date: 2023.08.23 08:39:26 -0400

Telephone No. – N° de téléphone: [Blank]
Facsimile No. – N° de télécopieur: [Blank]
E-mail address – Adresse courriel: vanessa.carriere-malo@sac-lsc.gc.ca
Date: 2023-08-23

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? No / Non Yes / Oui
Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

16. Procurement Officer / Agent d'approvisionnement
Name (print) – Nom (en lettres mouillées): Eily Ha
Title - Titre: Procurement Officer
Signature:
Digitally signed by Ha, hyeonkyeong
Date: 2023.08.23 08:39:26 -0400

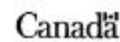
Telephone No. – N° de téléphone: [Blank]
Facsimile No. – N° de télécopieur: [Blank]
E-mail address – Adresse courriel: Eilyhyeonkyeong.ha@sac-lsc.gc.ca
Date: [Blank]

17. Contracting Security Authority / Autorité contractante en matière de sécurité
Name (print) – Nom (en lettres mouillées): [Blank]
Title - Titre: [Blank]
Signature: [Blank]

Telephone No. – N° de téléphone: [Blank]
Facsimile No. – N° de télécopieur: [Blank]
E-mail address – Adresse courriel: [Blank]
Date: [Blank]

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
Unclassified





ANNEX "F"

INSURANCE REQUIREMENTS

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - m. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.



For the province of Quebec, send to:

*Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8*

For other provinces and territories, send to:

*Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.