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	<p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000061705</p>	
	<p>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2021-12-10</p>	
	<p>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</p> <p>at – à 2:00 P.M. on – le 2022-01-10</p>	<p>Time Zone – Fuseau horaire</p> <p>Eastern Standard Time</p>
	<p>F.O.B – F.A.B</p>	
	<p>Address Enquiries to - Adresser toutes questions à Anthony De Flavis Anthony.DeFlavis@ec.gc.ca</p>	
	<p>Telephone No. – N° de téléphone 514-283-5958</p>	<p>Fax No. – N° de Fax</p>
	<p>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ) See Herein</p>	
	<p>Destination of Services / Destination des services See Herein</p>	
	<p>Security / Sécurité There is no security requirement associated with this requirement.</p>	
<p>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</p>		
<p>Telephone No. – N° de téléphone</p>	<p>Fax No. – N° de Fax (Insert-Ajouter)</p>	
<p>Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</p>		
<p>Signature</p>	<p>Date</p>	



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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 Attachments include the Financial Bid Presentation Sheet and Mandatory Technical Criteria And Point Rated Technical Criteria

The Annexes include the Statement of Work, the Basis of Payment and any other annexes.

1.2 Summary

1.2.1 Environment and Climate Change Canada has a requirement to improve wildlife habitat in a National Wildlife Area located in the Wilmer unit of Columbia Valley NWA, located near Invermere, BC as detailed in the Statement of Work, Annex A to the bid solicitation. The period of the contract is from the date of contract award to to March 31, 2022.

1.2.2 There is no security requirement associated with this requirement.

1.2.3 Bidders must provide a list of names, or other related information as needed, pursuant to section 01 Integrity Provisions of Standard Instructions 2003

1.2.4 For services requirements, bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.

1.2.5 The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA), the Canada–Chile Free Trade Agreement, the Canada–Colombia Free Trade Agreement, the Canada–Honduras Free Trade Agreement, the Canada–Korea Free Trade Agreement and the Canada–Panama Free Trade Agreement



1.2.6 Bidders are requested to maximize the following elements in carrying out work under this requirement.

1. Indigenous employment (either directly or through their subcontractors);
2. Indigenous training and skills development (either directly or through the bidder's subcontractors);
3. Indigenous ownership (prime contractor and subcontractors)

1.2.7. **Indigenous Benefit Plan Progress and Deliverables Reporting**

- a. The successful Contractor must compile records as to its level of success in fulfilling the commitments made under the Indigenous Benefits Plan including but not limited to the following elements through the life of the contract:
 1. Number of Indigenous employees (either directly or through the bidder's subcontractor(s))
 2. Hours of work for Indigenous employees either directly or through the bidder's subcontractor(s)
 3. Number of Indigenous Trainees and hours trained
 4. Name of Indigenous firms subcontracted for goods and services and description
- b. The successful Contractor must also maintain such records for audit purposes in accordance with the General Conditions.

1.2.8 **COVID-19 vaccination requirement**

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.

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 of 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 PSPC/PWGSC *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.

The standard instructions 2003 are modified as follows:

Under “Text” at 02:

Delete: “Procurement Business Number”

Insert: “Deleted”

At Section 02 Procurement Business Number

Delete: In its entirety

Insert: “Deleted”

At Section 05 Submission of Bids, Subsection 05 (2d):

Delete: In its entirety

Insert: “send its bid only to Environment and Climate Change Canada as specified on page 1 of the bid solicitation or to the address specified in the bid solicitation;”

At Section 06 Late Bids:

Delete: “PWGSC”

Insert: “Environment and Climate Change Canada”

At Section 07 Delayed Bids:

Delete: “PWGSC”

Insert: “Environment and Climate Change Canada”

At Section 08 Transmission by Facsimile, Subsection 08 (1):

Delete: In its entirety

At Section 12 Rejection of Bid, Subsection 12 (1) a. and b.:

Delete: In their entirety

Insert: “Deleted”

At Section 17 Joint Venture, Subsection 17 (1) b.:

Delete: “the Procurement Business Number of each member of the joint venture,”

Insert: “Deleted”

At Section 20 Further Information, Subsection 20 (2):

Delete: In its entirety



Insert: "Deleted"

At Section 05 Submission of Bids, Subsection 05 (4):

Delete: "sixty (60) days"

Insert: "one hundred and twenty (120) days"

2.2. Submission of Bids

Bids must be submitted to Environment and Climate Change Canada at the email address and by the date and time indicated on page 1 of the bid solicitation.

2.3. Former Public Servant – Competitive Bid

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, 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 FPS in receipt of a pension, as applicable:

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

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of



a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.5. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in 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. Basis for Canada's Ownership of Intellectual Property

Environment and Climate Change Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the [Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts](#):

the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination;

2.7. Bid Challenge and Recourse Mechanisms

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 bidders provide their bid in separately bound sections as follows:

- Section I: Technical Bid (1 soft copy in PDF format)
- Section II: Indigenous Benefits Plan (1 soft copy in PDF format)
- Section III: Financial Bid (1 soft copy in PDF format)
- Section IV: Certifications (1 soft copy in PDF format)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the instructions described below in preparation of their bid:

Note for electronic submission of bids:

In order to be considered, bids must be received by the date and time indicated on the cover page to herein as the "Closing Date." Bids received after the Closing Date will be considered non-responsive and will not be considered for contract award. Bids submitted by email must be submitted ONLY to the following email address:

Email Address: soumissionsbids@ec.gc.ca
Attention: *Anthony De Flavis*
Solicitation Number: 5000061705

Bidders should ensure that their name, address, Closing Date of the solicitation and Solicitation Number are clearly indicated in the body of their email. Bids and supporting information may be submitted in either English or French.

The total size of the email, including all attachments, must be less than 15 megabytes (MB). It is each Bidder's responsibility to ensure that the total size of the email does not exceed this limit.

Bids sent by fax will not be accepted.

It is important to note that emails systems can experience systematic delays and, at times, large attachments may cause systems to hold or delay transmission of emails. It is solely the Bidder's responsibility to ensure that the Contracting Authority receives a bid on time, in the mailbox that has been identified for bid receipt purposes. Date stamps for this form of transmission are not acceptable.

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 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.

Part 4, Evaluation Procedures, contains additional instructions that bidders should consider when preparing their technical bid.”)

Section III: Financial Bid

1.1 Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.

1.2 Price Breakdown

In their financial bid, the bidders are requested to provide a detailed breakdown of the price for the following elements for *each task* of the Work, as applicable:

(a) Professional fees: For each individual and (or) labour category to be assigned to the Work, the bidders should indicate: i) the firm hourly rate or the firm daily rate, inclusive of overhead and profit; and ii) the estimated number of hours or days, as applicable. The bidders should indicate the number of hours in one working day.

The professional fees must include the total estimated cost of all travel and living expenses that may need to be incurred for:

- (i) Work described in Part 7, Resulting Contract of the bid solicitation required to be performed within British Columbia.
- (ii) travel between the successful bidder's place of business and British Columbia and
- (iii) the relocation of resources

to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

- (b) Subcontracts (if applicable): The bidders should identify all of the proposed subcontractors and provide in their financial bid for each one a price breakdown.
- (c) Other Direct Charges (if applicable): The bidders should identify all of the categories of other direct charges anticipated, such as long distance communications and rentals, providing the pricing basis for each and explaining the relevance to the work described in Part 7 of the bid solicitation.
- (d) Applicable Taxes: The bidders should indicate the Applicable Taxes separately.

1.3 Bidders should include the following information in their financial bid:

- (a) Their legal name; and
- (b) The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid; and any contract that may result from their bid.



Section IV: Certifications

Bidders must submit the certifications required under Part 5.



**ATTACHMENT 1 TO PART 3
FINANCIAL BID PRESENTATION SHEET**

The Contractor will be paid as follows:

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of:

Bid Price: \$ _____

Applicable Taxes: \$ _____

Total Price including Taxes: \$ _____



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 evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.2. Technical Evaluation

Except where expressly provided otherwise, the experience described in the bid must be the experience of the Bidder itself (which includes the experience of any companies that formed the Bidder by way of a merger but does not include any experience acquired through a purchase of assets or an assignment of contract). The experience of the Bidder's affiliates (i.e. parent, subsidiary or sister corporations), subcontractors, or suppliers will not be considered.

1.1.1 Mandatory Technical Criteria

Refer to Attachment 1 to Part 4

1.1.2 Point Rated Technical Criteria

Refer to Attachment 1 to Part 4

1.1.3 Indigenous Benefits Point Rated Technical Criteria

Refer to Attachment 1 to Part 4

4.3 Evaluation of Price

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

For evaluation purposes only, the price of the bid will be determined as follows:

For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Financial Bid Presentation Sheet detailed in Attachment 1 to Part 3.

4.4 Highest Combined Rating of IBP Commitment, Technical Merit, and Price Modified

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 12 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 20 points.

- 2. Bids not meeting (a) or (b) and (c) will be declared non-responsive.



3. The selection will be based on the highest responsive combined rating of IBP quality, technical merit, and price. The ratio will be 35% for the IBP quality, 40% for the technical merit, and 25% for the price .
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 40%.
5. To establish the pricing score, the overall pricing score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 25%.
6. To establish the IBP quality score, the overall IBP quality score for each responsive bid will be determined as follows: The total number of points obtained / maximum number of points available multiplied by the percentage ratio of each of the two criterion below, for a total ratio of 35%.
 - i. Indigenous Employment (17.5%)
 - ii. Indigenous Training and Skills Development (17.5%)
7. For each responsive bid, the IBP quality score, the technical merit score and the pricing score will be added to determine its combined rating.
8. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of IBP quality, technical merit and price will be recommended for award of a contract. In the case of a tie, the bid with the lower price will be selected.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 35/40/25 ratio of IBP quality, technical merit, and price, respectively.

Basis of Selection - Highest Combined Rating of IBP Commitment (35%), Technical Merit (40%), and Price (25%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		95/100	72.5/100	75/100
Overall Pricing Score		13/20	17/20	20/20
Indigenous Benefits Plan	Indigenous Employment Score	10/40	30/40	30/40
	Indigenous Training Score	5/15	10/15	15/15
	Indigenous Ownership Score	15/40	35/40	25/40
Calculations: Technical Merit & Price	Technical Merit Score	$95/100 \times 40 = 38$	$72.5/100 \times 40 = 29$	$75/100 \times 40 = 30$
	Pricing Score	$13/20 \times 25 = 16.25$	$17/20 \times 25 = 21.25$	$20/20 \times 25 = 25.0$
Calculations: IBP Quality	Indigenous Employment Quality Score	$10/40 \times 10 = 2.5$	$30/40 \times 10 = 7.5$	$30/40 \times 10 = 7.5$
	Indigenous Training	$5/15 \times 5 = 1.67$	$10/15 \times 5 = 3.33$	$15/15 \times 5 =$



	Quality Score			5.0
	Indigenous Ownership Quality Score	15/40 x 10 = 3.75	35/40 x 10 = 8.75	25/40 x 10 = 6.25
	Location in NSA Quality Score	10/10 x 10 = 10.0	10/10 x 10 = 10.0	10/10 x 10 = 10.0
	Combined Rating	72.17	79.83	83.75
	Overall Rating	3rd	2nd	1st



**ATTACHMENT 1 TO PART 4
MANDATORY TECHNICAL CRITERIA AND POINT RATED TECHNICAL CRITERIA**

Mandatory Technical Criteria		Mandatory Criterion Met	Page Number
Bidder's Proposed Project Manager's Experience			
MT1	The Bidder's proposed Project Manager must have at least five (5) years of experience from the date of bid closing, working in forestry on wildlife habitat restoration within a lowland coniferous forest.		
MT2	The bidder must demonstrate with project examples, they have completed a minimum of two (2) projects within the last five (5) years from the date of bid closing working in forestry on wildlife habitat restoration within a lowland coniferous forest. Each project must be a minimum of 6 months in duration. The Bidder should complete The Project Manager's Experience Table found at Attachment 2 to Part 4 or provide the equivalent.		

Point Rated Technical Criteria		Points	Page Number
Bidder/Corporate Experience			
RT1	The Bidder should have recent experience working on projects in partnership with the local Indigenous groups (i.e. Shuswap Indian Band or Ktunaxa First Nation or any other local indigenous groups / First Nations, and/or Métis, and/or Inuit). 2 points for each year up to a maximum of 10 points. *Recent is define as projects completed within the last 15 years at the time of bid closing. The Bidder should complete The Bidder's Experience Table found at Attachment 3 to Part 4 or provide the equivalent.	/10	
Bidder's Proposed Project Manager's Experience			
RT2	The Bidder's proposed Project Manager should have experience in forestry with emphasis on wildlife habitat restoration within a lowland coniferous forest. 2 points for each year of experience greater than five (5) years up to a	/10	



	<p>maximum of 10 points.</p> <p>The Bidder should complete The Project Manager's Experience Table found at Attachment 2 to Part 4 or provide the equivalent.</p>		
	Total Points	/20	
	Minimum score of 12 points Acceptable		

Indigenous Benefits Criteria – Point Rated			
IBC1	<p style="text-align: center;"><u>Indigenous Employees</u></p> <p>For this solicitation, Indigenous is defined as First Nations, and/or Métis, and/or Inuit.</p> <p>The Bidder should provide in their bid submission the number of self-declared Indigenous employees in the bidder's organization or in the bidder's sub-contractor's organization, that will perform the contract work. The number of Indigenous personnel employed with the bidder's organization or the bidder's sub-contractor that will be performing the work, as identified in the bid submission, must be maintained or increased throughout the duration of the contract</p> <p>The bid submission should include the number of Indigenous personnel and employment status (full or part-time) within the bidder's or the bidder's sub-contractor's organization, and should reference the level of effort by each individual working on this project (e.g. a work plan outlining how work will be allocated to employees over the course of the project).</p> <p>Points will be allocated as follows:</p> <p>5 points will be awarded if the bid submission includes the employment details requested above, including timelines. 2 points will be awarded if the bid submission includes some employment details requested above, but is missing specific details regarding work allocation.</p> <p>0 points will be awarded if no details are included</p>	/5	
IBC2	<p style="text-align: center;"><u>Indigenous Training</u></p> <p>The Bidder should include in their bid submission a plan for Contractor led knowledge transfer or training of Indigenous individuals</p> <p>Details should include a description of how knowledge transfer or training of Indigenous individuals or Indigenous community groups will be conducted, including timelines. To be awarded points, knowledge transfer or training must be led by the Contractor. Training offered by Environment and Climate Change Canada will not be considered.</p>	/5	



	5 points will be awarded if a detailed training plan, outlining how knowledge transfer will be conducted and including timelines, is included in the bid 2 points will be awarded if a training plan is included, but is missing specific details, such as timelines 0 points will be awarded if no plan is in place		
Total Points		/10	
Indigenous Benefits Criteria Points Obtained			



**ATTACHMENT 2 TO PART 4
PROJECT MANAGER'S EXPERIENCE TABLE**

The Bidder should complete the Project Manager's Experience Table and include it with its bid.

Additional rows may be added as required.

Project Manager's Experience Table	
Proposed Manager's Name:	
Project 1	
Company:	
Start Date:	
End Date:	
Project Description:	
Project 2	
Company:	
Start Date:	
End Date:	
Project Description:	



**ATTACHMENT 3 TO PART 4
BIDDER'S EXPERIENCE TABLE**

The Bidder should complete the Bidder's Experience Table and include it with its bid.

Additional rows may be added as required.

Bidder's Experience Table	
Project 1	
Company:	
Start Date:	
End Date:	
Project Description:	
Project 2	
Company:	
Start Date:	
End Date:	
Project Description:	



PART 5 - CERTIFICATIONS

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, 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 may render the bid non-responsive or constitute a default under the Contract.

5.1. Certifications Required Precedent to Contract Award

5.1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

5.1.2. 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. Additional Certifications Required Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications 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 comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

5.2.1. 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.

5.2.2. Education and Experience

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

5.3. Certifications Required with the Bid

5.3.1 COVID-19 vaccination requirement certification

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.



PART 6 – SECURITY AND OTHER REQUIREMENTS

6.1. Security Requirement

There is no security requirement applicable to this Contract.

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 the contract.

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

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation. *(at contract award, delete this sentence and add the title of the requirement)*

Title: Restoration thinning treatment at CV2 at Columbia NWA

7.1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A "_____" *in the manner committed to in the IBP.*

7.2 Supplemental General Conditions

7.2.1 Disclosure of Information

1. Notwithstanding information described in any of paragraphs 20(1)(a) to (d) of the Access to Information Act, the contractor consents and warrants to have secured consent from its contractors, subcontractors, suppliers or employers, to the collection and public disclosure by Canada:
 - a. information contained in the IBP and associated IBP Progress Reports. As such, the Contractor undertakes to provide an IBP which is exempt from any third party's personal information or other information that cannot be shared publicly.
2. The Contractor or lessor consents and warrants to have secured from its contractors, subcontractors, suppliers, and employees, consent to the collection and disclosure, to a third party independent professional, any information necessary to determine whether the Contractor has met its contractual obligations related to the IBP

7.2.2 Implementation of the Indigenous Benefits Plan

7.2.2.1 IBP Progress and Deliverable Reporting

- a. The Contractor must compile records as to its level of success in fulfilling the commitments made under the Indigenous Benefits Plan including but not limited to the following elements through the life of the contract:
 1. Number of Indigenous employees (either directly or through the bidder's subcontractor(s))
 2. Hours of work for Indigenous employees either directly or through the bidder's subcontractor(s)
 3. Number of Indigenous Trainees and hours trained
 4. Name of Indigenous firms subcontracted for goods and services and description
- b. The Contractor must also maintain such records for audit purposes in accordance with the General Conditions.
- c. The Contractor must accompany each invoice with an IBP Progress Report drafted based on those records in accordance with Annex "A" of the contract.



- d. The Contractor acknowledges that the IBP represents Canada’s solemn efforts to uphold its constitutional obligations to the Inuit and its true value may not be entirely pecuniary and cannot be fully represented by its dollar value.

7.2.3 IBP Deviations

- 1. Upon knowledge that the IBP contractual obligations may not be met, the Contractor must immediately inform the Contracting Authority without waiting for the submission of an IBP Progress Report to be required.
- 2. When requested, the Contractor will provide a detailed explanation and propose a written corrective action plan to resolve the deviation(s).
- 3. Canada will be under no obligation to accept any such proposal regardless of its content or justification.
- 4. Any reduction in benefits may be considered by Canada as any other failure to meet a contractual obligation.

7.3. Standard Clauses and Conditions

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

7.3.1 General Conditions

2035 2020-05-28, General Conditions - Professional Services (High Complexity), as modified below, apply to and form part of the Contract.

7.4. Security Requirement

7.4.1 There is no security requirement applicable to this Contract.

7.5. Term of Contract

7.5.1 Period of the Contract

The period of the Contract is from the date of contract award to March 31, 2022

7.6. Authorities

7.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: _____

Title: _____

Environment and Climate Change Canada
Procurement and Contracting Division

Address: _____

Telephone: ____-____-_____

Facsimile: ____-____-_____

E-mail address: _____



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.

7.6.2 Technical Authority

The Technical Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - _____

Facsimile: ____ - ____ - _____

E-mail address: _____

The Technical Authority named above 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 Technical Authority, however the Technical 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.

7.6.3 Contractor's Representative

The Contractor's Representative for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - _____

Email: _____

7.7. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7.8. Payment

7.8.1 Basis of Payment



In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ _____. Customs duties are included and Applicable Taxes are extra.

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

7.8.2 Limitation of Expenditure

- (a) Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are included and the Applicable Taxes are extra.
- (b) 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:
 - (i) when it is 75 percent committed, or
 - (ii) four (4) months before the contract expiry date, or
 - (iii) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

- (c) 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.

7.9. Invoicing Instructions

7.9.1 Single Payment

7.9.1.1 The Contractor must submit an invoice in accordance with the section entitled "Invoice Submission" of the general conditions along with a completed and up-to-date IBP Progress Report described in Annex "XX" of the Contract and the _____ (insert "monthly" or "bi-monthly" or "quarterly") maintenance report described in _____ (insert "the Statement of Work" or "article ____") of the Contract.

7.9.1.2 Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;



- (b) all such documents have been verified by Canada;
- (c) the Work delivered has been accepted by Canada.

7.10. Certifications and Additional Information

7.10.1 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.

7.11. Applicable Laws

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

7.12. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions _____
- (c) the general conditions _____
- (d) Annex A, Statement of Work
- (e) Annex B, Basis of Payments
- (f) the Contractor's bid dated _____

7.12 Foreign Nationals (Canadian Contractor)

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

7.13. Insurance Requirements – Specific requirement

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

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any



additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

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

7.14. 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](#)".

7.15 Compliance with on-site measures, standing orders, policies, and rules

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.



ANNEX A STATEMENT OF WORK

Restoration thinning treatment at CV2 at Columbia National Wildlife Area (NWA)

INTRODUCTION

The Wilmer Unit of the Columbia Valley National Wildlife Area (NWA), located near Invermere, BC is a 368 ha protected area of dry forests, grasslands, and wetlands managed for critical wildlife habitat and biodiversity. The plant communities within the NWA are fire-adapted and a historical fire regime of frequent low- to mixed-severity fires encouraged open conditions and a complex mosaic of stand structures in upland portions of the NWA. In recognition of the impacts of fire exclusion, the Canadian Wildlife Service (CWS) has identified prescribed burning as an important strategy for building resilience, maintaining biodiversity, and restoring critical habitat for wildlife in the Columbia NWA, which has experienced extensive ingrowth in the absence of fire.

Due to extensive ingrowth associated with fire exclusion, mechanical thinning treatments will be necessary to increase the resilience of the site to future disturbances. Thinning prescriptions will focus on hand falling to thin over- and under- story trees, retaining healthy live trees, hand pruning of retained trees, mitigation of surface fuels, and follow-up treatment to address fine fuels and re-invigorate native plant species using one or more prescribed burns. The aim of these treatments will be to create a forest structure that will be less conducive to crown fire, will retain habitat for wildlife including species at risk, and will mimic the natural fire ecology of the area. These prescriptions will be designed to emulate historical fires and restore open forest structures associated with a frequent low- to mixed-severity fire regime.

Thinning prescriptions have been developed for CV2, and further considerations are described in the **Treatment Description** section below. Approximately 19.2 hectares of the CV2 unit is located within the federal Wilmer property. This Statement of Work seeks a qualified contractor to conduct thinning treatments on the 19.2 hectare area.

It is of utmost importance that the successful Contractor have a history of conducting this type of work with a lens of ecological and wildlife restoration and not just fuels control. This work is meant to improve wildlife habitat in a National Wildlife Area, and fuels control is a side benefit of this work.

Treatment Description

The CV2 unit is comprised of a mosaic of open forests and grasslands of variable densities. Over a century of fire exclusion has allowed significant infilling to occur in the site and current densities of Rocky Mountain juniper (*juniperus scopulorum*) and Douglas-fir (*Pseudotsuga mensiesii var. glauca*) are likely well outside their historical range of variability. The workload associated with prescriptions will vary considerably within the unit based on current stand



densities and surface fuel loading. Figure 1 depicts the CV2 unit for which thinning treatment is required.

Preliminary prescription development suggests thinning will focus on removal of 90% of stems less than 22.5cm DBH, and is designed to restore conditions to within the historical range of variability for this ecosystem by targeting immature trees associated with ingrowth due to fire exclusion.

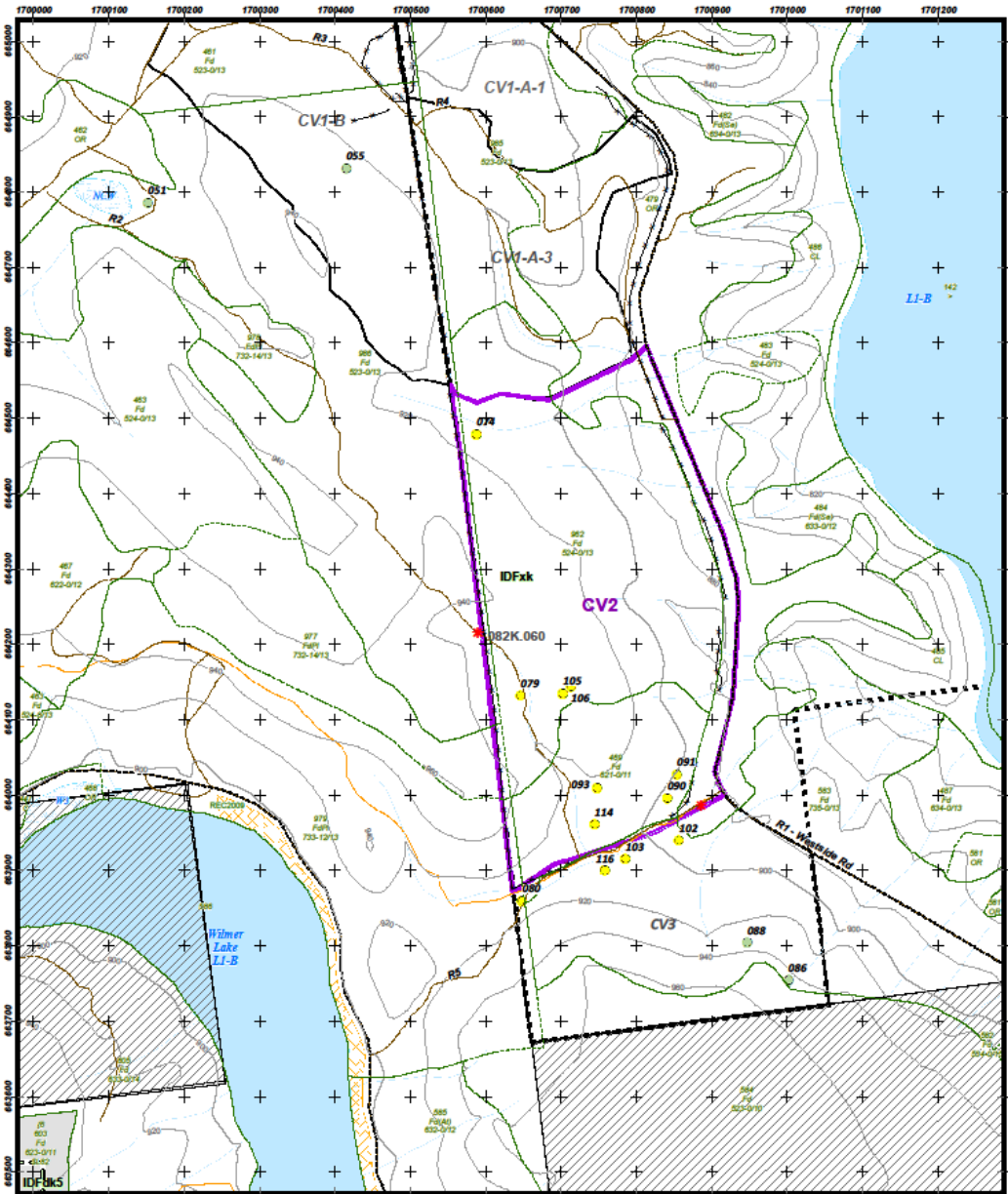
Prescriptions will focus on the following objectives:

- ▶ Reduce fuel hazard associated with elevated aerial ladder fuel loadings;
- ▶ Manage for ecological and restoration values and species at risk & retain and enhance unique wildlife habitat features located in this area;
- ▶ Increase the resilience of the site to future disturbances; and
- ▶ Mimic the natural fire ecology of the area and create safer wildfire suppression opportunities.
- ▶ To create safer wildfire suppression opportunities; and
- ▶ To provide for ecosystem restoration objectives

Proposed activities

Treatments may involve the following activities:

- ▶ Hand falling to thin over- and under- story trees;
- ▶ Retaining healthy live trees and regeneration in densities consistent with historical disturbance;
- ▶ Hand pruning of retained trees;
- ▶ Mitigation of surface fuels generated by treatment and existing fuel loads, such that residual fuels are consistent with the historical fire regime and habitat requirements of wildlife species known to utilize the site;
 - Where feasible, larger diameter thinning debris will be removed for use as firewood
 - Smaller-diameter thinning debris to be piled and burned; and
- ▶ Follow-up treatment to address fine fuels and re-invigorate native plant species using one or more prescribed burns.



TREATMENT UNIT	BGCZ	SITE SERIES	AVG SLOPE	GROSS	LEAVE*	NP Nat	NET
CV2	IDFsk	101	30	19.2	0.0	0.0	19.2
TOTAL:				19.2	0.0	0.0	19.2

*Internal reserves to be laid out by the operator during the course of treatment; these are not reflected in Leave Area calculations in this table.

Columbia NWA
Wilmer Restoration Project
CV2 Site Plan Map

Government of Canada / Gouvernement du Canada

Treatment Unit: CV2
Mapsheet: 082K.080
Landscape Unit: Invermere
Gross Area (ha): 19.2

LEGEND

- Mapsheets
- BEC Zones
- Forest Cover
- Index Contours (100m)
- Intermediate Contours (20m)
- Road Barricades
- Fence Lines
- BCTS Roads
- Digital Road Atlas (DRA)
- Private Land (ICP)
- Private Land (PMBC)
- Wetlands
- Lakes
- Streams
- Results Opening (Not Greened Up)
- Recreation Trails
- Recreation Poly
- Sensitive Habitat Features
- Surveyed Burrows and Excavation Sites
- Surveyed Wildlife Trees
- Treatment Unit CV2
- Adjacent Treatment Units
- Columbia NWA - Wilmer Unit Boundary

Projected Coordinate System:
NAD 1983 BC Environment Albers

Scale: 1:5,000

Map Run Date: 4/19/2021
Map Run By: POGUE, A

Mapped By:
FORSITE
Forest Management Specialists



Figure 1: CV2 Treatment Unit Map. Map drafted by Forsite.

EQUIPMENT AND METHODS

Treatments may involve the use of a mini excavator, feller-buncher, skidder (or similarly capable equipment), and/or processor as deemed appropriate. Treatments may also involve the use of chainsaws, brush saws and pruning saws. Resulting wood fiber will either be felled/forwarded to roadside to be hauled, chipped and hauled off site, bucked and stacked for firewood, and/or piled and burned within the unit. The successful proponent and any subcontractors should possess capability to enact prescribed activities by any of the above strategies.

Current levels of surface downed woody debris vary considerably across the treatment unit, but are generally light. The amount of material generated by treatments is also expected to vary. Methods of surface fuel removal/disposal will vary accordingly across the unit.

The treatment approach includes retaining conifers ≥ 22.5 cm at dbh and all broadleaf trees.

- Danger trees over 1 m in height are to be felled except those designated as wildlife trees.
- Douglas-fir tree spacing will focus on unhealthy or suppressed understory trees and those within 1-3 m of the drip line of leave trees. Douglas-fir pruning will be conducted on all live Douglas-fir trees over 6 m in height.
- Rocky Mountain juniper thinning will focus on stems/clumps < 5 m in crown diameter, and all stems/clumps within 3m of the drip line of Douglas-fir or broadleaf leave trees, and in areas close to roadways.
- Surface fuel cleanup will target debris generated by spacing and pruning activities and existing woody debris that is clearly of mechanical origin. To provide for structural diversity and thermal cover for ungulates, reserve patches will be retained from treatment within the unit, to be centered on a closed-canopy clump of healthy Douglas-fir trees including regeneration in the understory.

Quantifiable metrics and targets are described in prescriptions, which will be provided to the Contractor upon Contract award.

Project deliverables

The contractor will be required to complete 19.2 ha of restoration thinning treatments as prescribed, and provide all required documentation to CWS.

The contracted party will provide regular status updates to CWS or its representatives and engage willingly and professionally with any treatment supervision personnel acting on CWS' behalf.

The Contractor must provide the following documentation upon completion of the Work:



1. A report outlining the outcome of the project; *This report must include the indigenous training that was completed during the course of the contract (number of hours, number of indigenous trainees etc.), as well as the statistics on number of indigenous employees that were part of the project (name of the indigenous firms subcontracted etc.) as per IBC1 and IBC2*
2. Photos of the finished project.

Crown Input

The Crown will provide the Contractor with a finalized prescription, treatment unit maps, invasive plant information, associated data, images, and the most recent management plan for the site. The Crown may, at its discretion, send a representative to the work site at intervals throughout treatment to ensure that prescriptions are being followed appropriately, and resolve any questions or concerns that may arise throughout the course of the requested work. The Crown will also provide the contracted party with a representative who may be contacted with questions and concerns related to the prescription that may arise in the interim between supervision visits.

Confidentiality

The expectation is that the successful Contractor shall comply with the Confidentiality clause outlined below during the duration of the contract.

- a. The Contractor must keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, including any information that is confidential or proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work when copyright or any other intellectual property rights in such information belongs to Canada under the Contract. The Contractor must not disclose any such information without the written permission of Canada.
- b. The Contractor agrees to use any information provided to the Contractor by or on behalf of Canada only for the purpose of the Contract. The Contractor acknowledges that all this information remains the property of Canada or the third party, as the case may be. Unless provided otherwise in the Contract, the Contractor must deliver to Canada all such information, together with every copy, draft, working paper and note that contains such information, upon completion or termination of the Contract or at such earlier time as Canada may require.

Travel

Travel to the site is anticipated and is the responsibility of the Contractor.

Acceptance Criteria

The deliverable(s) produced by the Contractor will be subject to review and acceptance by the ECCC Departmental Representative.



Occupational Health and Safety Requirements

All fieldwork must be done in teams of two or more. The Field Team Leader shall

- Ensure adequate training of all team members.
- Ensure implementation of controls (e.g., PPE, medical precautions).
- Ensure that at least one team member is certified in first aid/CPR and ensure that a first aid kit is available.
- Ensure adequate provisions for food, shelter, water, communication, and transportation.
- Conduct ongoing risk assessments & report new hazards ECCC
- Resolve safety concerns arising in the field.
- Maintain regular contact with ECCC
- Inform ECCC of all incidents (e.g., injuries, illnesses, or near-misses).



**ANNEX B
BASIS OF PAYMENT**

(to be completed at contract award)



ANNEX C INSURANCE REQUIREMENTS

Commercial General Liability Insurance

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. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
- o. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- p. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s)



that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.



**ANNEX “D”
CERTIFICATE OF VACCINATION AGAINST COVID-19 - SUPPLIER**

**Contractor Attestation *(to be completed and signed by suppliers)*
COVID-19 Vaccination Requirement Certification Form (Single Contract)**

Certification

I, _____ *(first and last name)*, as the representative of
_____ *(name of business)* pursuant to Solicitation
_____ *(Solicitation number)*, warrant and certify that all
personnel that _____ *(name of business)* will provide on
this Contract who access federal government workplaces where they may come into contact
with public servants will be:

- (a) _____ fully vaccinated against COVID-19 with Health
Canada-approved COVID-19 vaccine(s) as of November 15, 2021; or
- (b) _____ for personnel that are unable to be vaccinated
due to a certified medical contraindication, religion or other prohibited grounds of
discrimination under the *Canadian Human Rights Act*, subject to accommodation and
mitigation measures as of November 15, 2021 that have been presented to and approved
by Canada;

until such time that Canada indicates that the vaccination requirements of the Government of
Canada’s COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by _____ *(name of business)* have been
notified of the vaccination requirements of the Government of Canada’s COVID-19 Vaccination
Policy for Supplier Personnel, and that the _____ *(name of business)* has
certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to
be true for the duration of the Contract. I understand that the certifications provided to Canada
are subject to verification at all times. I also understand that Canada will declare a contractor in
default if a certification is found to be untrue, whether made knowingly or unknowingly, during
the contract period. Canada reserves the right to ask for additional information to verify the
certifications. Failure to comply with any request or requirement imposed by Canada will
constitute a default under the Contract.

Signature: _____



Date: _____

Optional

For data purposes only, initial below if your business already has its own vaccination policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.

Initials: _____

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.