

REQUEST FOR PROPOSAL (RFP) # 9F030-20150927

For the requirement of

**MAINTENANCE AND PHYTOSANITARY TREATMENT OF
TREES at the Canadian Space Agency (CSA) in St-Hubert**

**Bid Submission Deadline:
APRIL 05, 2016 at 14:00 PM (EST)**

Submit Bids to:

Canadian Space Agency

TENDERS RECEPTION OFFICE

Receiving/Shipping (between 8:00 and 16:30)

Monday to Friday, From 08h00 to 16h30 (closed between 12h00 and 13h00)

6767 route de l'Aéroport

Saint-Hubert(Québec) J3Y 8Y9

Canada

Attention to: Claudine Morin

Email: asc.soumissionscontrats-contractssubmissions.csa@canada.ca

Reference: CSA File No. **9F030 – 20150927**

Note: Please read this Request for proposal carefully for further details on the requirements and bid submission instructions.

March 11, 2016

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PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation and resulting contract document is divided into seven parts plus 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 and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of 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, if applicable, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Security Requirements.

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Attachments include

Attachment 1: Pricing Schedule

Attachment 2: Technical Criteria

Attachment 3: Certifications precedent to contract award and required with the Bid

The Annexes include the:

Appendix A – Statement of Work

Appendix B – Basis of Payment

Appendix C – Drawing

Appendix D – Performance Evaluation report

2. Submission of a bid

Submission of a bid constitutes acknowledgement that the Bidder has read and agrees to be bound by these documents.

General Instructions to Bidders is incorporated by reference and is set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Website: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>.

3. Summary

The purpose of this Request for Proposal (RFP) is to solicit bids from interested Canadian organizations specialized to provide maintenance and phytosanitary treatment of trees at the Canadian Space Agency (CSA) in St-Hubert.

Interested bidders are required to submit their proposals in accordance with the instructions provided in this RFP. A description of the work to be completed under this requirement is provided in the Appendix A and C.

4. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

5. Communications notification

As a courtesy, the Government of Canada requests that successful bidders notify the Contracting Authority in advance of their intention to make public an announcement related to the award of a contract.

PART 2 - BIDDER INSTRUCTIONS

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 issued by Public Works and Government Services Canada (PWGSC).

The Manual is available on the PWGSC Website: <https://achatsetventes.gc.ca/politiques-et-lignes-directrices/guide-des-clauses-et-conditions-uniformisees-d-achat>

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 (2015-07-03) Standard Instructions – Goods or services – Competitive Requirements are incorporated by reference into and form part of the bid solicitation.

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/20>

2. Submission of a Bid

Bids must be submitted only to Canadian Space Agency by the date, time and place indicated on page 1 of the bid solicitation.

You can send your proposal by email or mail.

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

You can also send your proposal at the following email address:
asc.soumissionscontrats-contractssubmissions.csa@canada.ca

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority (claudine.morin@canada.ca) no later than three (3) 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 government of 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 government of Canada determines that the enquiry is not of a proprietary nature. Government of Canada may edit the questions or may request that the

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Bidders do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by government of Canada.

4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Quebec.

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.

5. Ombudsman clause

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contract under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

6. Direct deposit

The Government of Canada is phasing out paper cheques in favour of Direct Deposit for all payments issued by the Receiver General. Direct Deposit is a secure and reliable method of receiving payment, eliminating the risk of lost or stolen cheques. You will find all the information to enrol in direct deposit with Canadian Space Agency at: <http://www.asc-csa.gc.ca/eng/forms/vendor-direct-depot-form.asp>

7. Optional site visit

Arrangements have been made for non-mandatory site visit to be held on **March 17, 2016, at 14:00pm at the Canadian Space Agency**. Bidders can communicate with the Contracting Authority to confirm attendance and provide the names of the person(s) who will attend. Bidders who do not attend or send a representative will not be given an alternative appointment. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

* For the site visit, you have to bring an identification card that you will show at the reception.

* For the site visit, it is recommended bringing the request for proposals documentation with you to be able to take notes.

PART 3 - BID PREPARATION INSTRUCTIONS

Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (one hard and/or electronic copy by email);

Section II: Financial Bid (one hard and/or electronic copy by email);

Section III: Certifications (one hard and/or electronic copy by email).

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid. Multiple bids from the same bidder are not permitted in response to this bid solicitation. Each bidder must submit only a single bid. If more than one bid is submitted by the same bidder, Canada will accept only the first bid presented and reject all other bids.

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

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper; and
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

To assist Canada in reaching its objectives, bidders are encouraged to :

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

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, and 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.

Attachment 1 to Part 4, Evaluation Procedures, contains additional instructions that bidders should consider when preparing their technical bid.

Section II: Financial Bid

- 1.1** Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in Attachment 1 to Part 3. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is to be shown separately, as applicable.
- 1.2** Bidders must submit their rates FOB destination, as applicable, Canadian customs duties and excise taxes included, as applicable, and GST or HST excluded.
- 1.3** When preparing their financial bid, bidders should review the basis of payment in Annex B and section 2 of Attachment 1 to Part 4.
- 1.4** Bidders should include the following information in their financial bid:

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1) Name: _____

2) Address: _____

3) Telephone: _____ Fax: _____

4) Email: _____

5) Email for financial questions: _____

6) Procurement Business Number (PBN): _____

7) Tax number: _____

8) Board of directors (members):

Section III: Certifications

Bidders must submit the certifications required under Part 5.

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ATTACHMENT 1 TO PART 3 - PRICING SCHEDULE

The Bidder should complete this pricing schedule and include it in its financial bid once completed.

The rates specified below, when quoted by the Bidder, are all include.

Unit	Description	Quantity	Firm Price 1st year of contract	Firm Price 2dn year of contract	Firm Price 3th year of contract	Firm Price 4th year of contract	Firm Price 5th year of contract
1. Work to be done in May 2016							
A.	Spreading sulphur at the base of oak trees (item 4.1.1 of specs)	3 kg for 30 m2	_____ \$	N/A	N/A	N/A	N/A
B.	Fertilizing oak trees (item 4.1.2 of specs)	3 kg for 30 m2	_____ \$	N/A	N/A	N/A	N/A
C.	Spreading compost at the base of oak trees (item 4.1.3 of specs)	1m3 for 30 m2	_____ \$	N/A	N/A	N/A	N/A
2. Work to be done in June 2016							
A.	Fertilizing oak trees (item 4.2.1 of specs)	3 sprays	_____ \$	N/A	N/A	N/A	N/A

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3. Work to be done in June and July of each year						
Unit	Description Quantity	Firm Price 1st year of contract	Firm Price 2dn year of contract	Firm Price 3th year of contract	Firm Price 4th year of contract	Firm Price 5th year of contract
A.	Treating the ash trees along the facade with TreeAzin®, for a total of 4,088 cm of trunk diameter (DBH) (item 4.3.1 of specs)	_____ \$	_____ \$	_____ \$	_____ \$	_____ \$
B.	Treating the ash trees behind the Centre with TreeAzin®, for a total of 1,319 cm of trunk diameter (DBH) (item 4.3.2 of specs)	_____ \$	_____ \$	_____ \$	_____ \$	_____ \$

For the evaluation only (evaluation will be done for the entire five years)

- 1) Firm price for points 1.A-B- C, 2. A and 3.A-B

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PARTIE 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- a) The propositions will be evaluated in regards to all the criteria of the present request for proposals, including technical evaluation criteria and financial.
- b) An evaluation team made up representatives of government of Canada will evaluate the proposal.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

Refer to Attachment 1 to Part 4.

To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all the mandatory evaluation criteria; and
- (c) the responsive bid with the lowest price will be recommended for award of a contract.

**ATTACHMENT 1 TO PART 4
EVALUATION METHODOLOGY AND MANDATORY
TECHNICAL AND RATED CRITERIA**

1. Evaluation Methodology

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive.

Each mandatory technical criterion should be addressed separately.

#	Mandatory Criteria	Met/Not Met
M1	Be accredited by BioForest Technologies Inc. for the treatment of ash trees in TreeAzin®.	
M2	Hold a valid license to apply pesticides.	
M3	Provide a letter of recommendation from a comparable customer for this project. Comparable project means a contract for TreeAzin® application for a minimum population of one hundred (100) ash trees planted on a public site.	
M4	Must employ at least two (2) graduate growers or horticulturists. These employees must hold a professional or collegial diploma in arboriculture or horticulture and have a minimum of three (3) years experience between 2005 and 2015 in the field of arboriculture or horticulture.	

PART 5 - CERTIFICATIONS

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested. Bidders should provide the required certifications in Section III of their bid.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract . The Contracting Authority will have the right to ask for additional information to verify the bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Certifications Required with the Bid

Bidders must submit as part of their bid the certifications included in Attachment 1 to Part 5, Certifications Required with the Bid, duly completed.

**ATTACHMENT 1 TO PART 5
CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND REQUIRED WITH THE BID**

1. Certifications 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 so inform the Bidder and provide the Bidder with a 24 hours time frame 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.

A. 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 2006. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

B. 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 (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Human Resources and Skills Development Canada \(HRSDC\) - Labour's](#) website.

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.

C. LEGAL ENTITY AND CORPORATE NAME

1. The bidder hereby certifies that it is a (circle one);
 - a. sole proprietorship,
 - b. partnership, or
 - c. corporate entity;

2. It was registered or formed under the laws of

3. Controlling interest/ownership (name if applicable) of the organization is held in the country of

4. Any resulting Supply Arrangement or contract may be executed under the following corporate full legal name and at the following place of business:

D. CODE OF CONDUCT FOR PROCUREMENT

1) The Bidder confirms that it has read the Code of Conduct for Procurement (<http://www.pwgsc.gc.ca/acquisitions/text/cndt-cndct/tcm-toc-e.html>) and agrees to be bound by its terms.

2) The bidder certifies that:

(a) no corruption and no collusion took place in the preparation of its bid; and

(b) it has not committed an offence under section 121 ("Frauds on the government" & "Contractor subscribing to election fund"), 124 "Selling or purchasing office"), 380 (Fraud committed against Her Majesty) or 418 ("Selling defective stores to Her Majesty") of the Criminal Code of Canada, or under paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or Section 154.01 (Fraud against Her Majesty) of the Financial Administration Act.

E. ATTESTATION – FORMER PUBLIC SERVANT

Contracts with 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 with FPS, bidders must provide the information required below.

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: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **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 reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

ATTESTATION

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

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ATTESTATION SIGNATURE

We hereby certify compliance with the above noted certification requirements for:

- A. INTEGRITY PROVISIONS – ASSOCIATED INFORMATION;
- B. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – BID CERTIFICATION;
- C. LEGAL ENTITY AND CORPORATE NAME;
- D. CODE OF CONDUCT FOR PROCUREMENT;
- E. ATTESTATION – FORMER PUBLIC SERVANT.

SIGNATURE

Name and title of the authorized person for the contractor

Signature

Date

PART 6 – SECURITY REQUIREMENTS

Security Requirements

The work to be performed under this RFP do not requires security requirements.

PART 7A - RESULTING CONTRACT CLAUSES

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

1. Description of requirement

The Contractor shall perform and complete the Work as per the indications in the appendix A.

2. Standard Clauses and Conditions

All conditions and clauses identified herein by title, number and date are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works Government Services Canada (PWGSC). The SACC Manual is available on the website of PWGSC:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

2.1 General Conditions

2010C (2015-09-03) General Conditions – Services (medium complexity) applied to the contract and they are integral part of it.

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2010C/15>

2.2 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

3. Security Requirement

The work to be performed under this RFP do not requires security requirements.

4. Term of contract

4.1 Period of the contract

The period of the contract to be issued in response to this RFP will be for five (5) year from the date of the award of the contract.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for this RFP and any resulting contract is:

Claudine Morin

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at the Canadian Space Agency (CSA) in St-Hubert**

Canadian Space Agency
6767 route de l'Aéroport
Saint-Hubert (Quebec) J3Y 8Y9
Telephone: (450) 926-4427
Facsimile: (450) 926-4969
E-Mail: claudine.morin@canada.ca

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

5.2 Project Authority

To be inserted at contract award

5.3 Contractor's Representative

To be inserted at contract award

6. Basis of payment – Firm Price

No increase in the total liability of government of Canada or in the price of Work resulting from any design changes, modifications or interpretations of specifications, made by the Contractor, will be authorized or paid to the Contractor unless such changes, modifications or interpretations, have been approved, in writing, by the Contracting Authority, prior to their incorporation into the Work. The Contractor shall not be obliged to perform any work or provide any service that would cause the total liability of government of Canada to be exceeded, unless the Contracting Authority authorizes an increase.

7. Payment method

The invoice will be payable 30 days after reception of an invoice.

8. Certifications

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

9. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Quebec and the relations between parties will be determined by these laws.

10. Priority of documents

The documents listed below form part of and are incorporated into this contract. If there is a discrepancy between the wording of one document and the wording of any other document, which appears on the list, the wording of the document, which first appears on the list shall prevail over the wording of any document which subsequently appears on the list:

- a) the contract document including appendices;
- b) 2010C (2015-09-03) General Conditions – Services (medium complexity);

c) Appendix C – Statement of work;

e) the supplier proposal dated _____ (insert the date of the proposal) *(if the proposal has been clarified or revised, insert when you issue the contract : « clarified on _____ » or « , modified on _____ » and insert dates of clarifications or amendments).*

11. Procurement Ombudsman – Dispute resolution services

The parties understand that the Procurement Ombudsman appointed pursuant to subsection 22.1(1) of the Department of Public Works and Government Services Act will, on request and consent of the parties, participate in an alternative dispute resolution process to resolve any dispute between the parties with respect to the interpretation or application of terms and conditions in this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at boa.opo@boa-opo.gc.ca.

12. Procurement Ombudsman – Contract administration

The parties understand that the Procurement Ombudsman appointed pursuant to subsection 22.1(1) of the Department of Public Works and Government Services Act will review a complaint filed by the Contractor with respect to the administration of this contract if the requirements of subsection 22.2(1) of the Department of Public Works and Government Services Act and sections 15 and 16 of the Procurement Ombudsman Regulations have been met, and the interpretation and application of the terms and conditions and the Scope of the Work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at boa.opo@boa.opo.gc.ca.

13. Government site regulations

The Contractor must comply with all regulations, instructions and directives in effect on the site where the Work is performed.

14. Direct deposit

The Government of Canada is phasing out paper cheques in favour of Direct Deposit for all payments issued by the Receiver General. Direct Deposit is a secure and reliable method of receiving payment, eliminating the risk of lost or stolen cheques. You will find all the information to enrol in direct deposit with Canadian Space Agency at: <http://www.asc-csa.gc.ca/eng/forms/vendor-direct-depot-form.asp>

15. Performance Evaluation report

Bidders shall take note that the performance of the Contractor during and upon completion of the work shall be evaluated by the Government of Canada. Should the Contractor's performance be considered unsatisfactory more than once, the Contractor's bidding privileges on future work may be suspended for a period of 18 months or 36 months.

Contractor Performance Evaluation Report Form is used to record the performance (you can find it at Appendix E for your information).

APPENDIX A

STATEMENT OF WORK

**MAINTENANCE AND PHYTOSANITARY TREATMENT OF TREES
at the Canadian Space Agency (CSA) in St-Hubert**

1.0 SUBJECT

The Canadian Space Agency (hereinafter referred to as “the Agency”) wishes to retain the services of a firm specializing in arboriculture (hereinafter referred to as “the Contractor”) to carry out phytosanitary treatment and maintenance work on certain trees on the grounds of the John H. Chapman Space Centre.

2.0 CONTEXT

In view of its specific vocation, the Canadian Space Agency has the mandate of overseeing the management of operations and the maintenance of the buildings and grounds of the John H. Chapman Space Centre.

The Agency recognizes the importance of integrating, as efficiently as possible, environmental protection into the management of its activities, and intends to continue promoting this principle to its employees, partners and clients.

3.0 SCOPE OF WORK

These specifications are to be considered a minimum standard to be met by the Contractor and in no way limit its responsibilities and obligations. Since the Contractor specializes in this type of work, it must carry out its work according to accepted practices.

The Contractor must provide the products, materials, equipment, tools, machinery and skilled labour necessary to carry out the work described in these technical specifications. The Contractor also agrees to provide the service vehicles to perform the work, including the fuel necessary to operate them. It must ensure that the tools, devices and other above-mentioned machinery respect national standards in effect and that they are perfectly maintained, according to the manufacturers’ instructions. Lastly, the Contractor agrees to provide, and to use as necessary, the safety equipment and everything necessary to supervise the work so as to perform and complete the work in accordance with these technical specifications.

Although they are not specified in these technical specifications, the Contractor agrees to carry out all the normal tasks necessary for the complete performance of the work. The Contractor shall be fully responsible for removing and recycling or storing waste and other residues off site, unless otherwise specified, in which case it must come to an agreement with Agency authorities. The Contractor must keep the grounds as clean and safe as possible.

Lastly, the Contractor will be responsible for any damage to the grounds, including the existing plants, resulting from the work.

4.0 DESCRIPTION OF WORK

4.1 Work to be done in May 2016 only

4.1.1 Spreading sulphur at the base of oak trees

Beginning of May 2016, the Contractor shall reduce the pH of the soil at the base of three pin oaks (*Quercus palustris*) with chlorotic foliage, using sulphur. These trees will be clearly identified by the person in charge of landscaping at the Agency. The Contractor shall spread approximately 1 kg of granular sulphur directly on the soil, extending about 10 m² around the trunk of each oak, so as to lower the pH from 7.1 to 6.0.

4.1.2 Fertilizing oak trees

End of May 2016, the Contractor shall fertilize three pin oaks (*Quercus palustris*) with chlorotic foliage. These trees will be clearly identified by the person in charge of landscaping at the Agency. This fertilization shall be done approximately two weeks after the sulphur has been applied, but just before the compost is spread (see point 4.1.3). The Contractor shall provide 1 kg of slow-release, high-nitrogen natural fertilizer for each tree (10-3-3 formulation). The Contractor shall drill holes 10 cm in diameter and 30 cm deep in the soil and pour the fertilizer in them. These holes shall be made in the soil extending 10 m² around the trunk of each oak, with five holes per square metre, i.e. about 28 holes around each tree. The Contractor shall pour approximately 35 grams of fertilizer in each hole. The holes will then be plugged with a mixture of the existing soil and compost.

4.1.3 Spreading compost at the base of oak trees

Work to be done in May 2016 only, the Contractor shall also spread compost at the base of three pin oaks (*Quercus palustris*) with chlorotic foliage. These trees will be clearly identified by the person in charge of landscaping at the Agency. The compost shall be spread at the base of these trees approximately two weeks after the sulphur has been applied, but just after the fertilizer has been applied (see point 4.1.2). To carry out this work, it is preferable to use composted cattle manure. The Contractor shall spread compost to a depth of 3.5 cm directly on the lawn, extending approximately 10 m² around the trunk of each oak tree. It shall then ensure that the compost penetrates between the blades of grass using a leaf rake with the teeth facing upward. In addition, the remaining compost shall be mixed with the existing soil in order to plug the holes made during the fertilization process (see point 4.1.2).

4.2 Work to be done in June 2016 only

4.2.1 Fertilizing oak trees

Between June 1 and 30, 2016, the Contractor shall carry out the foliar fertilization of three pin oaks (*Quercus palustris*) with chlorotic foliage. These trees will be clearly identified by the person in charge of landscaping at the Agency. The Contractor shall spray the trees' foliage with a liquid kelp fertilizer every 15 days, i.e. three times in June. It shall spray the oaks' foliage with a liquid kelp fertilizer, 0.3-0.3-4 formulation, at a proportion of 10 ml per litre of water. Fertilizing shall ideally be done on a cloudy, windless day, to ensure that the liquid fertilizer does not evaporate too quickly.

4.3 Work to be done in June and July of each year

4.3.1 Treating the ash trees along the facade with TreeAzin[®]

Between June 15 and July 15, the Contractor shall treat the 169 ash trees (*Fraxinus americana* and *F. pennsylvanica*) planted on the grounds along the facade of the John H. Chapman Space Centre with TreeAzin[®] insecticide consisting of azadirachtin. The insecticide shall be injected into the base of the trunk of each ash, at a proportion of 5 ml per centimetre of trunk diameter at breast height (DBH).

4.3.2 Treating the ash trees behind the Centre with TreeAzin[®]

Between June 15 and July 15, the Contractor shall treat the 71 ash trees (*Fraxinus americana* and *F. pennsylvanica*) planted on the grounds behind the John H. Chapman Space Centre with TreeAzin[®] insecticide consisting of azadirachtin. The insecticide shall be injected into the base of the trunk of each ash, at a proportion of 5 ml per centimetre of trunk diameter at breast height (DBH).

5.0 PRODUCTS AND MATERIALS

The Contractor shall provide the following materials for the following surface areas:

- 3 kg of granular soil acidifier consisting of at least 90% elemental sulphur, for a total surface area of 30 m²
- 1 m³ of Premier brand Biomax composted cattle manure (CQA certified), from the Premier company, or the approved equivalent, for a total surface area of 30 m² (3.5 cm thick)
- 3 kg Premier brand Myke natural lawn fertilizer, 10-3-3 formulation, or the approved equivalent, for a total surface area of 30 m²
- 1 litre of Acadian Seaplants brand Acadie liquid kelp fertilizer, 0.3-0.3-4 formulation, or the approved equivalent, for approximately 100 litres of fertilizer solution
- 20,440 ml of TreeAzin[®] pesticide, consisting of azadirachtin, for a total of 4,088 cm of trunk diameter at breast height (DBH) (grounds in front of the Centre)
- 6,595 ml of TreeAzin[®] pesticide, consisting of azadirachtin, for a total of 1,319 cm of trunk diameter at breast height (DBH) (grounds behind the Centre)

6.0 VEHICLES

In addition to providing the equipment and tools, the Contractor also agrees to provide the machinery and service vehicles necessary to carry out the work described in these technical specifications. This machinery and these vehicles must be in good operating condition; no oil leaks will be tolerated. If oil leaks occur, the Contractor shall be notified in writing and shall have 24 hours to clean up the oil spill. After this time limit the Agency will have the cleaning performed itself, at the Contractor's expense.

7.0 CORPORATE SECURITY

At all times while the work is being performed, the Contractor shall ensure that its personnel meet the requirements of the Agency's security service. A security investigation/check will not be required, however, since the Contractor's personnel will not have access to the interior of the building.

If any arboriculturist or horticulturist, on its crew is to be replaced, the Contractor shall notify its contact at the John H. Chapman Space Centre in writing at least 10 working days before performing the work. All proposed replacement workers must meet the initial criteria for this replacement to be authorized.

8.0 PUBLIC PROTECTION

The John H. Chapman Space Centre is an administrative building housing over 800 employees. The work must be done in such a way as not to disturb the normal activities of the Agency's employees. The Contractor shall take the necessary measures to protect pedestrians, cyclists and drivers against any accident that could be caused by the work in progress or any related conditions.

9.0 HEALTH AND SAFETY

Before the Contractor begins the work, Agency authorities shall send it health and safety documents specific to the work described in these technical specifications. The Contractor shall review these documents and, if necessary, provide Agency authorities with its comments in order to include them in the action plan. Once the action plan has been accepted and signed by both parties, the Contractor shall be responsible for providing this action plan to its employees and subcontractors assigned to the work, and agrees to have the conditions of the action plan respected during the entire term of the contract.

10.0 CO-ORDINATION OF WORK

1. All work performed by the Contractor must be co-ordinated with Agency authorities at least 24 hours before it is carried out. The Agency reserves the right to refuse or limit the Contractor's access to the site during certain periods when it is being used by other parties.

APPENDIX B

UNIT PRICE TABLE

**MAINTENANCE AND PHYTOSANITARY TREATMENT OF TREES
at the Canadian Space Agency (CSA) in St-Hubert**

The Bidder should complete this pricing schedule and include it in its financial bid once completed.

The rates specified below, when quoted by the Bidder, are all include.

Unit	Description	Quantity	Firm Price 1st year of contract	Firm Price 2dn year of contract	Firm Price 3th year of contract	Firm Price 4th year of contract	Firm Price 5th year of contract
1. Work to be done in May 2016							
A.	Spreading sulphur at the base of oak trees (item 4.1.1 of specs)	3 kg for 30 m2	_____ \$	N/A	N/A	N/A	N/A
B.	Fertilizing oak trees (item 4.1.2 of specs)	3 kg for 30 m2	_____ \$	N/A	N/A	N/A	N/A
C.	Spreading compost at the base of oak trees (item 4.1.3 of specs)	1m3 for 30 m2	_____ \$	N/A	N/A	N/A	N/A
2. Work to be done in June 2016							
A.	Fertilizing oak trees (item 4.2.1 of specs)	3 sprays	_____ \$	N/A	N/A	N/A	N/A

**MAINTENANCE AND PHYTOSANITARY TREATMENT OF TREES
at the Canadian Space Agency (CSA) in St-Hubert**

3. Work to be done in June and July of each year						
Unit	Description Quantity	Firm Price 1st year of contract	Firm Price 2dn year of contract	Firm Price 3th year of contract	Firm Price 4th year of contract	Firm Price 5th year of contract
A.	Treating the ash trees along the facade with TreeAzin®, for a total of 4,088 cm of trunk diameter (DBH) (item 4.3.1 of specs)	_____ \$	_____ \$	_____ \$	_____ \$	_____ \$
B.	Treating the ash trees behind the Centre with TreeAzin®, for a total of 1,319 cm of trunk diameter (DBH) (item 4.3.2 of specs)	_____ \$	_____ \$	_____ \$	_____ \$	_____ \$

APPENDIX C

DRAWING

PERFORMANCE EVALUATION REPORT

APPENDIX D

PERFORMANCE EVALUATION REPORT

**MAINTENANCE AND PHYTOSANITARY TREATMENT OF TREES
at the Canadian Space Agency (CSA) in St-Hubert**

Upon fulfillment of a contract, this questionnaire must be completed by the responsible project authority/ technical authority for all service contracts (excluding temporary help service contracts), construction contracts and engineering consulting contracts with CSA and sent to the contract agent responsible.

Name of contractor:	Contract completion date:
Name of project authority/technical authority:	Branch:
Contract no.:	Project name:

*Supplier			
Rating scale:	10 – 9: Excellent 8 – 7: Very Good	6 – 5: Satisfactory 4 – 3: Poor	2 – 1: Unsatisfactory
1. Did the supplier provide consultants with the education, accreditation and experience indicated in the contract?	10 9 8 7 6 5 4 3 2 1	Comments:	
2. Please rate the overall quality of the services provided by this supplier.	10 9 8 7 6 5 4 3 2 1	Comments:	
3. Please rate the responsiveness of the supplier with regard to information requests or problems that may have arisen in the course of the contract, and the supplier's ability to meet deadlines.	10 9 8 7 6 5 4 3 2 1	Comments:	
4. Was the work performed in accordance with the requirements specified in the statement of work?	10 9 8 7 6 5 4 3 2 1	Comments:	

**MAINTENANCE AND PHYTOSANITARY TREATMENT OF TREES
at the Canadian Space Agency (CSA) in St-Hubert**

<p>5. Please rate the quality of communication between the department and the supplier.</p>	<p>10 9 8 7 6 5 4 3 2 1</p> <p>Comments:</p>
<p>6 Were all administrative documents received in accordance with the requirements of the contract?</p> <p>Administrative documents can include but are not limited to:</p> <ul style="list-style-type: none"> a. Invoices b. Progress reports c. Reports on use or business volume d. Meeting agendas and minutes e. Documentation and quality of work 	<p>10 9 8 7 6 5 4 3 2 1</p> <p>Comments:</p>
<p>TOTAL</p>	<p>/60</p>

Overall Rating

- Excellent: 54 and over
- Very Good: 42 to 53
- Satisfactory: 30 to 41
- Poor: 18 to 29
- Unsatisfactory: 18 or less