

REQUEST FOR PROPOSAL

RETURN BIDS TO:		Page 1 of 28						
Bids must be submitted by email and must be	Title Nursery Tree Seedling Growing Services 2018-2019							
submitted ONLY to the following email address:	Solicitation Number 1000195709							
soumission.bid@aadnc-aandc.gc.ca	Date (YYYYMMDD) 2017-11-10							
	Solicitation Closes At 14:00	Time Zone						
REQUEST FOR PROPOSALS		Pacific Daylight Time (PDT)						
Proposal to DIAND:	On (YYYYMMDD) 2017-12-27							
We hereby offer to sell to Her Majesty the Queen in right of Canada, as represented by the Minister of Indigenous and Northern Affairs Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the services listed herein and on any	Contracting Authority Name Kim Fletcher							
attached sheets at the price(s) set out therefor.	Telephone Number (604) 616-4341							
	Facsimile Number (604) 616-4341							
	Email Address Kim.Fletcher@aandc-aadnc.gc.c	ra / Kim.Fletcher@Canada.ca						
Bidder	Destination(s) of Services British Columbia							
Name	Security THIS REQUEST DOES NOT INCLUDE SECURITY PROVISIONS							
	Instructions:							
Address	See Herein Delivery Required							
	See Herein							
Telephone Number	Person Authorized to sign on behalf	of Bidder						
GST/HST Number	Name							
QST Number	Title							



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TITLE Nursery Tree Seedling Growing Services 2018-2019

PART 1 - GENERAL INFORMATION

1.1 Security Requirement

There is no security requirement applicable to the Contract.

1.2 Statement of Work

The Work to be performed is detailed at Annex "A".

1.3 Greening Government Operations

In April 2006, the Government of Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. The environmental impact assessment of a product and/or service considers the whole life cycle of the product and/or service. Department of Indian Affairs and Northern Development (DIAND) procurements will be including more demanding environmental criteria to encourage product/service suppliers to improve their operations to reduce their negative impact on the environment.

1.4 Comprehensive Land Claims Agreement(s) - Removed

1.5 Set-aside Under the Federal Government Procurement Strategy for Aboriginal Business (PSAB) - Removed

1.6 Debriefings

After contract award, Bidders may request a debriefing on the results of the bid solicitation process. Bidders must 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 as determined by Canada.

1.7 Office of the Procurement Ombudsman (OPO)

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise concerns regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. Additional information on the services of the OPO is available at www.opo-boa.gc.ca.

1.8 Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), and the Canadian Free Trade Agreement (CFTA).

1.9 Electronic Payment

Method of invoice payment by the Department of Indian Affairs and Northern Development is by direct deposit to the Bidders/Offerors' financial institution of choice.

If not registered for direct deposit payments, by entering into this procurement process, the Bidder/Offeror agrees to provide the information required to establish direct deposit by registering with the Department of Indian Affairs and Northern Development Electronic Payment Request form (http://www.aadnc-

<u>aandc.gc.ca/eng/1362499152985/1362499322435</u>) at contract award, and submit the form to the address provided.

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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2003</u> (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation with the following adaptations:

- a) References to Public Works and Government Services Canada (PWGSC) are replaced by the Department of Indian Affairs and Northern Development (DIAND);
- b) Subsection 3. a. of Section 01 Integrity Provisions Bid of the Standard Instructions 2003 incorporated by reference above are deleted in their entirety and replaced with the following:

Insert:

3.

- a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the *Ineligibility and Suspension Policy*. During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names.
- c) Section 03 is amended as follows:

Delete: "Pursuant to the *Department of Public Works and Government Services Act* (S.C. 1996, c.16"

- d) Section 05, Subsection 2, is amended as follows and renumbered accordingly:
 - Delete: d. "send its bid only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified on page 1 of the bid solicitation or to the address specified in the bid solicitation. The facsimile number and related instructions for bids transmitted by facsimile are provided in section 08";
 - Insert: d. send its bid only to the Bid Receiving Address specified on page 1 of the bid solicitation;
 - Delete: e. "ensure that the Bidder's name, return address, the bid solicitation number, and bid solicitation closing date and time are clearly visible on the envelope or the parcel(s) containing the bid"
- e) Section 05, Subsection 4 is amended as follows:

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Delete: 60 days Insert: 180 days

f) Section 08 is amended as follows:

Delete: Subsections 1 - 3

Insert: Due to the nature of the bid solicitation, bids transmitted by facsimile to DIAND will not be

accepted.

g) Section 12, Subsection 1 is amended as follows and renumbered accordingly:

Delete:

- a. "the Bidder is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Bidder ineligible to bid on the requirement;
- an employee, or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to bid on the requirement, or the portion of the requirement the employee or subcontractor is to perform";
- h) Section 17, Subsection 1 c) is revised as follows:
 - c) the name of the representative of the joint venture who will be named as the Lead Member in any resulting contract, i.e. the member chosen by the other members to act on their behalf, if applicable;
- i) Section 17, Subsection 3 is amended as follows:

Delete: "The bid and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract."

Insert: "The bid must be signed by all the members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract."

j) Section 20, is amended as follows:

Delete: Subsection 2.

2.2 Submission of Bids

- 2.2.1 Bids (and any amendments thereto) must be submitted only by Email to the Department of Indian Affairs and Northern Development (DIAND) Bid Receiving Address by the date and time indicated on page 1 of the bid solicitation. DIAND will not assume responsibility for bids (and any amendments thereto) directed to any other locations. Bids submitted by any other means will not be accepted.
- 2.2.2 The total size of the Email, including all attachments, must not exceed 15 megabytes (MB). It is solely the Bidder's responsibility to ensure that the total size of the Email does not exceed this limit.

It is important to note that Email 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.

2.2.3 Email Submissions

In the Email containing their proposal, Bidders must clearly identify the RFP number in the Subject Line and must clearly identify the following in the body of the Email:

- Contracting Authority
- Closing Date:
- Bidder's Name and Address
- "Tender Documents Attached"

2.3 Former Public Servant

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

Definitions

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

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

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

"pension" means a pension or annual allowance paid under the <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

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

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

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.
 By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with <u>Contracting Policy Notice</u>: 2012-2 and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

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.

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) 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.

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid as separate attachments to their Email as follows:

Attachment I: Technical Bid in PDF format Attachment II: Financial Bid in PDF format

Attachment III: Certifications

Section I: Technical Bid

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

Section II: Financial Bid

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

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Evaluation	Mandatory Critoria	Required Supporting	Compliant		
Number	Mandatory Criteria	Information	Yes	No	
M1	Facilities for Seedling Production The Bidder must provide a brief description of the facility. The description should include the following elements: • description of site, including access; • description of services and utilities, including backup emergency systems; • description of the following: service buildings; • greenhouses, including type and manufacturer, • open compounds; • equipment for lighting for day length extension and short-day treatments; • irrigation and fertilization systems; • benching system; environmental controls and other improvements; • description of production capacity of greenhouses and/or open compound in number of blocks • Cold storage location • Cold storage capacity to store seedlings once lifted	Provide brief descriptions of the seedling production facilities and cold storage as per the stated criteria.			
M2	The proposal must demonstrate that the Bidder has a growing regime specific to forest species sowed. Descriptions should be included for the following:	Provide brief descriptions of the growing regimes as per the stated criteria.			

M4	respect to regulatory requirements. Tables of Contents The proposal must include a Table of Contents. The Table of Contents should correspond to the mandatory criteria.	Provide a table of contents with corresponding page numbers to mandatory criteria.	
M3	o quality control techniques. Pest Management Program The proposal must also demonstrate that the Bidder has a pest management program. Descriptions should be included for the following: preventative and control measures; application of pesticides (insecticides/fungicides); reporting; responsibilities, and applicator's qualifications with	Provide brief descriptions of the pest management program as per the stated criteria.	
	 conditioning and hardening regime, provisions for minimizing risk factors, and 		

4.1.2 Financial Evaluation

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price

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

4.2 Basis of Selection

4.2.1 Basis of Selection - Mandatory Technical Criteria

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

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

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of the contract:

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

<u>2010B</u> (2016-04-04), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract with the following adaptations:

- a) References to Public Works and Government Services Canada (PWGSC) are replaced by the Department of Indian Affairs and Northern Development (DIAND); and
- b) "Pursuant to the *Department of Public Works and Government Services Act* (S.C. 1996, c.16," is deleted from the text under Section 2 Standard Clauses and Conditions.
- c) Section 10, Subsection 1 is amended as follows:

Delete: "Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery".

Insert: "Invoices must be submitted by Email to the Project Authority in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery".

d) Section 10, Subsection 2, paragraph a. is amended as follows:

Delete: "the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s)".

Insert: "the contract title and number, the date, deliverable/description of the Work and financial code(s)".

e) Insert:

2010B 36 (2015-04-01) Indemnification

The Contractor must indemnify and save harmless Canada from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by or attributable to the activities of the Contractor under this Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to April 30, 2019 inclusive.

6.4.2 Delivery Points

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

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Kim Fletcher

Title: Senior Contracts Officer

Solicitation No. - N° de l'invitation 1000195709

Department of Indian Affairs and Northern Development

Address: Suite #600 - 1138 Melville Street, Vancouver, BC V6E 4S5

Telephone: 604-616-4341 Facsimile: 604-775-7149

E-mail address: Kim.Fletcher@aandc-aadnc.gc.ca / Kim.Fletcher@Canada.ca

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

6.5.2

6.5.3

Project Authority
The Project Authority for the Contract is:
Name: Title: Department of Indian Affairs and Northern Development Address:
Telephone: Facsimile: E-mail address:
The Project Authority is the representative of the department for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority howev the Project Authority has no authority to authorize changes to the scope of the Work. Changes the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.
Contractor's Representative
The Contractor's Representative for the Contract is:
Name: Title: Company: Address:
Telephone: Facsimile: E-mail address:
Dreagtive Disclosure of Contracts with Former Dublic Convents

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment

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

6.7.2 Limitation of Price

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

6.7.3 Method of Payment – Milestone Payments

6.7.3.1 Milestone Payments

- 1. Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:
 - an accurate and complete claim for payment using <u>INTER-10-671E</u>, (http://www.aadnc-aandc.gc.ca/eng/1424900123351/1424900152662), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - all the certificates appearing on form <u>INTER-10-671E</u> have been signed by the respective authorized representatives;
 - all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada

6.7.3.2 Schedule of Milestones

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

Milestone No.	Description or "Deliverable"	Firm Amount	Due Date or "Delivery Date"		
1	Sowing of Seedlings	70% of Total Contract Price	January 2, 2018*		
2	Lifting and Storage of Seedlings	15% of Total Contract Price	November 15, 2018*		
3	Ready for Transport	15% of Total Contract Price	April 10, 2019*		

^{*}These dates are thought to be accurate but are approximate and may change to a minor degree based off of the weather conditions on site and discussions with the Contractor regarding transportation.

6.7.4 SACC Manual Clauses - Removed

6.7.5 Electronic Payment

Method of invoice payment by the Department of Indian Affairs and Northern Development is by direct deposit to the Contractor's financial institution of choice.

If not registered for direct deposit payments, to enable payment, the Contractor must complete the Department of Indian Affairs and Northern Development Electronic Payment Request form

(http://www.aadnc-aandc.gc.ca/eng/1362499152985/1362499322435), and submit the form to the address provided.

6.7.6 T1204 – Direct Request By Department

- **6.7.6.1** Pursuant to paragraph 221 (1)(d) of the <u>Income Tax Act</u>, R.S. 1985, c. 1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
- **6.7.6.2** To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

6.8 Invoicing Instructions

1. The Contractor must submit a claim for payment using form INTER-10-671E, (http://www.aadnc-aandc.gc.ca/eng/1424900123351/1424900152662), Claim for Progress Payment.

Each claim must show:

- a. all information required on form INTER-10-671E;
- b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions and under subsection 6.3.1 c) and d) of this contract;
- c. the description and value of the milestone claimed as detailed in the Contract.
- 2. The Contractor must prepare and certify one (1) copy of the claim on form INTER-10-671E, and forward it the address shown on page 1 of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

The Project Authority will then forward the claim to their Cost Center Manager for certification and onward submission to the Payment Office for the remaining certification and payment action.

The Contractor must not submit claims until all work identified in the claim is completed.

6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions <u>4009</u> (2013-06-27), Professional Services Medium Complexity;
- (c) the general conditions <u>2010B</u> (2016-04-04), General Conditions Professional Services (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated _____

6.12 Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

6.13 Official Languages

Any Contractor who carries out work on behalf of DIAND or Indian, Oil and Gas Canada (IOGC) in a location where the Department or Agency is required to provide services or communications to the public in both official languages, must also do so in both official languages. In DIAND, those locations are its regional offices located in Amherst, Quebec, the National Capital Region (NCR), Toronto, Winnipeg, Regina, Edmonton, Vancouver, Iqaluit, Yellowknife and Whitehorse and in IOGC, the Calgary regional office.

6.14 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.

6.15 Joint Venture

- **6.15.1** The joint venture (the "Joint Venture") is comprised of the following members: [List Joint Venture members]
- 6.15.2 _____ has been appointed as the "**Lead Member**" of the Joint Venture and has full authority to act as agent for each member of the Joint Venture with respect to all matters relating to the Contract;
- **6.15.3** By giving notice to the Lead Member, Canada shall be deemed to have given notice to all members of the Joint Venture:
- **6.15.4** The payment of moneys under the Contract to the Lead Member will act as a release from all the members of the Joint Venture;
- **6.15.5** Canada may, at its discretion, in the event of disputes among the members of the Joint Venture or changes in its composition, terminate the Contract; and
- **6.15.6** All members of the Joint Venture are jointly and severally or solidarily liable for the performance of the Contract.

ANNEX "A"

STATEMENT OF WORK

NURSERY TREE SEEDLING GROWING SERVICES 2018-2019

PROJECT TITLE

Production of forest seedlings for reforestation at Chilcotin Military Training Area.

BACKGROUND

The Chilcotin Military Training Area (CMTA), located north of the small community of Riske Creek and about 47 kilometers west of Williams Lake, consists of approximately 41,000 hectares of land owned by the Department of National Defence (DND) and is used as a military training area. The management of the forest resources on this property is the responsibility of the Department of Indian Affairs and Northern Development (DIAND) through an Order-in-Council P.C. O.I.C 1961-807.

In the summer of 2017, approximately 400 hectares of Douglas and Fir dominated stands in the north east corner of the property were damaged by wild fire.

In addition, in the last decade, this property has also been adversely impacted by Mountain Pine Beetle.

Logging activities undertaken under various Timber Permit over the past 2 years has left some areas not satisfactory re-stocked. There is no plan to stop logging activities within the CMTA in the near future.

As a result, DIAND has initiated a reforestation program on the property as part of DIAND's due diligence to rehabilitate the forested land base.

OBJECTIVE

To qualify a supplier in the production of tree seedlings in the following species:

- Lodgepole Pine
- Douglas Fir Interior

DIAND is looking to establish a contract to provide the services for one growing period. The growing period shall begin on or about January 2, 2018 to grow 1+0 seedlings and to carry out nursery tree seedling growing services in support of the reforestation plans on the CMTA Lands.

SCOPE OF WORK

The Contractor shall perform the following to the satisfaction of the department representative and to the standards as established within this document:

- Provide all necessary materials for and carry out all aspects of the culture, maintenance and growing the Seedlings.
- Complete the sowing not later than the sowing dates as specified herein;
- Utilize tree seed and corresponding grams of seed per species as per the information shown in the Appendix A.1 - Seed Planning & Registry System – List Report and Short Form Report.
- Mark shipping containers with the species, stock type, age class, seedlot, and number of seedlings in the shipping container, and pesticide use notification as specified in *Appendix A.2 -Requirements Concerning Application And Reporting Of Pesticides*;

- Lift and package the seedlings in packaging materials as specified herein;
- Maintain the lifted and packaged seedlings of the requested stock types in cold storage and in an
 environment acceptable to the department representative until delivery;
- Prepare a Work Progress Plan outlining the scope, timing, location and other requirements of the contract
- Ensure that all seedlings are free of all diseases, pests, chlorosis, contaminants and mechanical damage;
- Ensure that the seedlings are in a morphological and physiological condition which is acceptable
 to the project authority;
- Ensure that the seedlings are of a size which is not less than the minimum, or greater than the maximum as specified;
- Ensure the separate seedling species as grown meet all British Columbia (BC) Provincial Seedling Stock Specifications for the species requested – See the following website for the species information: http://www.for.gov.bc.ca/nursery/HEADQTRS/seedling_specs.pdf
- Ensure that the seedlings are treated only with pesticides approved for use on Seedlings in British Columbia as specified in Appendix A.2 - Requirements Concerning Application And Reporting Of Pesticides;
- The Contractor shall conduct seedling inventories during the 15 days immediately preceding the delivery dates specified to an accuracy of +/- 5%.
- Prior to delivery, the Contractor shall discuss timing with the project authority to ensure that the seedlings as grown, will be thawed prior to transport in refrigerated trailers to the planting work site.
- At delivery, the Contractor shall provide the project authority with a complete and itemized record
 of pesticide applications, including chemicals, rates and dates of application;

RISK ASSUMPTIONS

- The Contractor shall be responsible for damage to seed or propagules and seedlings until DIAND takes delivery;
- The Contractor is responsible, until delivery, to maintain the quality and the viability of seed or propagules and seedlings (including packaged seedlings);
- If, at any time prior to delivery, pests, disease or contaminants which, in the sole discretion of the project authority, pose a threat to the integrity, viability or utility of the seedlings or accompanying planting medium are reported or are legally required to be reported to the Director or Agriculture Canada, or if Agriculture Canada makes an order with respect to the transportation or disposition of the Seedlings, the following shall apply:
 - the Contractor shall comply with the terms of the DIAND project authority or Agriculture Canada's directions or orders concerning treatment, transportation or disposition of the Seedlings; and
 - any costs associated with such compliance shall be borne solely by the Contractor without right of compensation from DIAND.
- the DIAND project authority reserves the right to reject any damaged seedlings including damage caused by improper packaging, and to pay only for those that meet the approval of the project authority.

DELIVERABLES

The Contractor shall:

 Perform all field work in accordance with the Statement of Work herein and according to the specifications as outlined in *Annex B – Pricing Specifications*;

- Submit a Work Progress Plan (in PDF format to be sent by e-mail to the Project Authority)
 outlining the scope, timing, location and other requirements of the contract which can be
 completed in consultation with the DIAND project authority on or before December 31, 2018; and
- Provide the following deliverables as specified in **Annex B Pricing Specifications**.
 - Sow the following on January 2, 2018, or before January 15, 2018 based on weather conditions:

500,000 / (1+0) Douglas fir seedlings 500 000 / (1+0) Lodgepole pine seedlings

- o Lift the seedlings around November 15, 2018
- Transport the seedlings to cold storage upon lifting
- Store the seedlings in cold storage facility until around April 1, 2019
- Prepare the seedlings for final transportation to CMTA field
- The contractor shall provide cold storage from the lift date (November 2018) until delivery (approximately April 2019) for transport by DIAND.

DEPARTMENTAL SUPPORT

The department will:

- Supply the Contractor with the necessary seeds of the seedlot specified in *Annex B Pricing Specifications*; and
- Be available for consultation as required.

APPENDIX A.1

Seed Planning & Registry System – List Report and Short Form Report

Request Key:	2018DCC0057 Get Get Read Only Request Status	
	Add New Request Approve Request Save Request Delete Request Car	ncel Request
Sowing Year:	2018 * Status: INC	
Request Org Unit:	DCC - Cariboo-Chilcotin Natural Resource District ★	
Seedling Use:	REF-Reforestation 🗸 🛪	
Request Agency:	AANDC 00 * INDIGENOUS AND NORTHERN AFFAIRS CANADA	
Crown Land:	Yes ✓ ★ Subject To: NA-Not Applicable	× ×
Funding Source:	LFP-Licensee Funded Program ✓ 🛪	
Tenure +/-		
Management Unit T	Type: Z Unit ld:	
Planting Site		
Species:	FDI-interior Douglas-fir	
Elevation Min:	1000 ★ Elevation Max: 1200 ★	
Latitude:	52 06	Defaul
Seed Planning Zon	ne A: ZND-Area not covered by Class A SPZ 🔻	
Seed Planning Zon	ne B: BB-Big Bar ✓ 🛠	
Geographic Area	<u> </u>	
Biogeoclimatic Zon	ne: Subzone: Variant:	Se
Location Description	on: CMTA	
Sowing Details		
No. of Seedlings (000's):	500 *	
Nursery Requested	d: Assigned Nursery:	
Stock Type:	PSB ✓ ★ Planting Year: 2019 ★	
Container Type:	310B ✓ ★ Season: Spring ✓ ★	
Stock Age:	100000 → ★ Month/Day: 0420	
Latest Actioned Dat	ate:	
Additional Criter	ria (Note: If this criteria is entered, it will limit the lots returned)	
Lot Number(s):	DT	
Owner Agency:	ARML 00	
Client Reference:	Seed to come from ARML - 00 - Alkali Resources Management Seedlot 53958	
		\$
Contact Info:	Tree Seed Centre (604) 541-1683	
	View Lot Selection Go to Lot Selection Save Request Save Incomple	te
Selected Lot		
Display:	•	

Solicitation No. – N° de l'invitation 1000195709

		Trees		Qua	ntity (grams/	/cuttings) Refresh			,
		Orchard		○ Lat/L	Long					
E/W:	Seedlings Selected: Lot	Genetic Class/Worth	Germ %	n Agency		Elev Max	Orchard No./ Location	Col. Year	Potential Trees	
								,	R	TG
								:	s	
				Cl	lear Sc	creen]			
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Solicitation No. – N° de l'invitation 1000195709

Back to Search 2018DCC0058 Get Get Read Only Request Status Request Key: Add New Request Approve Request Save Request Delete Request Cancel Request 2018 × APP Sowing Year: Status: V * DCC - Cariboo-Chilcotin Natural Resource District Request Org Unit: REF-Reforestation Seedling Use: AANDC 00 🔐 🛪 INDIGENOUS AND NORTHERN AFFAIRS CANADA Request Agency: Yes 🗸 🛪 Crown Land: NA-Not Applicable ∨ * Subject To: LFP-Licensee Funded Program ✓ * **Funding Source:** Tenure +/-Management Unit Type: Z Unit Id: Planting Site PLI-lodgepole pine ∨ * Species: × 1000 **Elevation Min:** 1200 × **Elevation Max:** 06 × * Defaul 122 34 Latitude: Longitude: ZND-Area not covered by Class A SPZ Seed Planning Zone A: BB-Big Bar * Seed Planning Zone B: ~ Geographic Area Subzone: Variant: Se Biogeoclimatic Zone: CMTA **Location Description: Sowing Details** No. of Seedlings 500 ÷ (000's): Assigned ... **Nursery Requested:** Nursery: PSB 🗸 🛪 2019 × Stock Type: Planting Year: ∨ * 310B 🗸 🛪 **Container Type:** Season: Spring 100000 🗸 😕 0420 Stock Age: Month/Day: **Latest Actioned Date:** 2018-02-17 Additional Criteria (Note: If this criteria is entered, it will limit the lots returned) 47830 DT Lot Number(s): Owner Agency: AANDC 00 Client Reference: Pine seed owned by AANDC ALEXANDRE VIGNOLA RFT. (604) 363-2763 ALEXANDRE.VIGNOLA@AANDC-Contact Info: AADNC.GC.CA View Lot Selection Go to Lot Selection Save Request Save Incomplete Selected Lot Display: Trees Quantity (grams/cuttings) Refresh Orchard O Lat/Long

E/W:	Seedlings Lot Selected:	Genetic (Class/Worth	Germ Agency %	Elev Elev Min Max	Orchard No./ Location	Col. Potential Year Trees
	459.6 47830) B	93 AANDC 00	812 1412	KENNY LAKE - 200 RD	2003 R 459.6
	0					S 0
Saved Quantity:	R:	3493 S : 0	0			
			Clea	r Screen		
Back to Search						
•Feedback •Disci	aimer •Privacy •	Copyright				Ministry of Forests
Request Year:					Request Type:	$\overline{}$
Sowing Year:	2018				Status:	$\overline{}$
Request Org Unit:					∨	
Request Admin Zone	: 🔻	_			Seedling Use:	~
Request Agency:	AANDC					
Tenure:	~				Licence No:	
Opening:						
Funding Source:	~				Ministry Funded:	$\overline{}$
Species:		$\overline{}$			Genetic Class:	\overline{v}
Approval Date:		to				
Nursery Requested:					Nursery Assigned:	
Stock Type:					Override:	~
Container Type:	~				Seed Planning Zone:	~
Stock Age:		4				
Planting Year:					Season:	~
Lot Number:					Lot Type:	Both 💙
_		-	Search	Print	1	
Seedlings Requested is cuttings in thousands for					Grams of Seed for SeedL	ots and No. of 2 rows
Demost ID Of-the	Request	Seedlings	Quantity	Lot	Stock Conta	
Request ID Status	, •	Requested	Requested	Number 3		
2018DCC0058 APP	AANDC 00	500	3493		PLI PSB 310B	100000
2018DCC0057 INC	AANDC 00	500	10000	53958	FDI PSB 310B	100000
<u></u>						

Ministry of Forests

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APPENDIX A.2

Nursery Tree Seedling Growing REQUIREMENTS CONCERNING APPLICATION AND REPORTING OF PESTICIDES

To control pests, seedlings grown under the terms of this Agreement shall be treated only with Approved Pesticides. These Approved Pesticides are registered for use under the federal Pest Control Products Act and Regulations; and are approved for use in British Columbia under the provisions of the Integrated Pest Management Act (2004) and Regulation by the Integrated Pest Management Program of the Ministry of Environment.

For a summary of BC pesticide regulations, please see the Ministry of Environment web site at: http://www.env.gov.bc.ca/epd/ipmp/index.htm

Pesticide applications on seedlings must follow manufacturer's label recommendations. Provincial legislation regulates worker safety, drinking water safety, the sale, use and disposal of pesticides in BC. All pesticide activity needs to comply with provincial, municipal and federal legislation as described in the current issue of the annual Nursery and Landscape Pest Management and Production Guide for Commercial Contractors, published by the Ministry of Agriculture and Lands. This is also on the Ministry website at: http://www.al.gov.bc.ca/pesticides/i_4.htm and subject to safety provisions of the Workers' Compensation Act and provincial occupational health regulations.

When shipping seedlings treated with pesticides, the Contractor shall include a notification with the stock shipping invoice, one copy of which goes with the shipment to the Province. The notification will state the following or similar effective wording:

"All seedlings in this shipment have been treated with pesticides to reduce the possibilities of mould. While oral and dermal toxicities are very low, common-sense precautions should be taken. Gloves should be worn where possible, and hands should be washed after contact and before smoking or eating. There should be no problem if these basic steps are taken."

If seedlings have been treated with pesticides within one month prior to shipping, the Contractor shall mark the shipping cartons with an exterior notification indicating latest date of application, rate of application and name of pesticide used.

ANNEX "B"

BASIS OF PAYMENT

Pric	Pricing Specification - Sowing/Growing/Lift/Cold Storage												
Species	Request ID	Stock Type	Seedlot *	Age Class	Sowing Date	Lift Date	Transport Date	Planting Date	Number of Trees	Unit Price Per Seedling	Trans. to Cold Storage, Costs Per Seedling	Cold Storage, Costs Per Seedling**	Total Cost
Fdi	2018DC	PSB3	53958	1+0	Jan. 2,	Nov. 15,	***Apr. 10,	***Apr. 1,	500,000				
	C0057	10			2018	2018	2019	2019					
Pli	2018DC	PSB3	47830	1+0	Jan. 8,	Nov. 15,	***Apr. 10,	***Apr.	500,000				
	C0058	10			2018	2018	2019	1, 2019					
											Total Combined Cost		

- * Nurseries must follow the BC Ministry of Forests, Lands and Natural Resource Operations Seedling Stock Specifications for Commercial Forest Nursery Contracts See http://www.for.gov.bc.ca/nursery/HEADQTRS/seedling_specs.pdf
- ** Total cost by species to provide cold storage by the nursery from lift date November 15, 2018 to transport date April 10, 2019.
- *** These dates are thought to be accurate but are approximate and may change to a minor degree based off of weather conditions on site and discussions with the Contractor regarding transport.

Payment Schedule

70% Payment upon sowing date – Jan. 2, 2018; 15% payment upon Lift date – Nov. 15, 2018; 15% payment upon Transport date – Apr. 10, 2019

Table Definitions & Abbreviations

Species – Type of tree seedling: Pli = Lodgepole Pine

Fdi = Douglas Fir – Int

Request ID: Key identifier in BC's Seed Planning & Registry System

Stock type: Designation of type of crop and container size in which the Seed will be sown (PSB - abbreviation of Plug – Styroblock)

Seedlot: Unique identifier of a pool of genetic material

Seedling Stock Specifications - Age Class: 1+0 = 1 year old, seeded and grown in the same location

1 = 1 year old seedlings 2 = 2 year old seedlings

Season of Planting: Spring = Spring Plant Seedlings delivered between April 15 and May 1st
Latest Sowing Date: Latest date specified by which the Seed must be sown - January 15, 2018

Number of Trees: Total requirement by species Unit Price Per Seedling: Cost by seedling

Total Cost: Number of Trees multiplied by Unit Price per Seedling

ANNEX "C"

GREEN PROCUREMENT

Greening Government Operations

Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. Environmentally preferable goods and services are those that have a lesser or reduced impact on the environment over the life cycle of the good or service, when compared with competing goods or services serving the same purpose. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances.

Furthermore, in June 2008 the <u>Federal Sustainable Development Act</u> was passed to provide the legal framework for developing and implementing a Federal Sustainable Development Strategy that will make environmental decision making more transparent and accountable to Parliament. A Federal Sustainable Development Strategy is developed every three years that includes shrinking the environmental footprint of government operations. Green procurement is a key enabler of these objectives.

In accordance with the <u>Policy on Green Procurement</u> and Federal Sustainable Development Strategy, for this requirement:

General

- a) The Contractor is encouraged to offer or suggest green solutions whenever possible.
- b) The Contractor should consider the complete lifecycle of products and services provided to favor strategies, processes, and materials that assure sustainable development.
- c) The Contractor should use green meetings practices when conducting workshops and meetings.

 Guides to green meeting practices are available through Environment Canada and the United Nations Environment Program.

Travel

- The Contractor is encouraged to work off-site to reduce commuting requirements where security requirements allow.
- b) The Contractor is encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel.
- c) Where transportation is required, the Contractor is encouraged to use environmentally preferred modes of transportation, where feasible.
- d) The Contractor is encouraged to use accommodations with environmental ratings: Contractors of the Government of Canada may access the <u>PWGSC Accommodation Directory</u> to search for accommodations with Green Key and/or Green Leaf ratings that will honor the pricing for Contractors.

Paper Consumption

- a) The Contractor is requested to provide all correspondence including (but not limited to) their bid, documents, reports and invoices in electronic format unless otherwise specified by the Contracting Authority or Project Authority, thereby reducing printed material. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Contracting Authority or Project Authority.
- b) Printed material is requested on paper that is EcoLogo certified or equivalent, certified as using fibre originating from a sustainably managed forest and/or minimum recycled content of 30%. Paper is also to be processed chlorine free, whenever possible.
- c) The Contractor should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).

Goods Used in Service Delivery

- a) It is desirable that the Contractor, in provisioning the Service, procure equipment, such as computer equipment, peripherals and telephony equipment that meet the most current environmental specifications used by the Government of Canada when procuring similar equipment, without reducing the service quality and effectiveness, whether this equipment is owned by the Contractor or procured by the Contractor for Government of Canada customers. Government of Canada environmental specifications can be found in the Green Procurement Plans available online or by contacting AchatsEcologiques.GreenProcurement@tpsgc-pwgsc.gc.ca.
- b) It is desirable that the Contractor, in provisioning the Service, procure equipment and implement solutions that minimize the overall energy use without reducing the service quality and effectiveness, whether this equipment is owned by the Contractor or procured by the Contractor for Government of Canada customers.
- c) The Contractor is required to use provincial e-waste recycling programs for the disposal of electronic assets owned by the Contractor and used to deliver the Service to Canada. In provinces where provincial programs do not exist or where equipment does not qualify for disposal by the provincial program, electronic assets should be disposed of via recyclers that have been approved under any other province's e-waste recycling program.