

Services aux Autochtones Canada **REQUEST FOR PROPOSAL**

RETURN BIDS TO:

Bids must be submitted by email and must be submitted ONLY to the following email address:

soumission.bid@aadnc-aandc.gc.ca

REQUEST FOR PROPOSALS

Proposal to DIAND:

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

Bidder
Name
Address
Telephone Number
GST/HST Number
QST Number

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Title		
Nursery Tree Seedling Growing S	Services 2020-2021	
Solicitation Number 1000213473		
Date (YYYYMMDD)		
2019-07-31		
Solicitation Closes	Time Zone	
At		
3:00 PM	Pacific Daylight Time (PDT)	
On (YYYYMMDD)	racine Dayingite Time (TDT)	
2019-09-01		
Contracting Authority		
Name		
Bonnie David		
Telephone Number		
(604) 562-6865		
Facsimile Number		
(604) 775-7149		
Email Address		
Bonnie.David@canada.ca		
Destination(s) of Services British Columbia		
Security THIS REQUEST DOES NOT INCLUDE SE	CURITY PROVISIONS	
Instructions:		
See Herein		
Delivery Required		
See Herein		
X		
Person Authorized to sign on behalf o	f Bidder	
Print Name		
Print Title		

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Buyer ID - Id de l'acheteur AS05 CCC No./N° CCC - FMS No./N° VME

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement applicable to the Contract.

1.2 Statement of Work

The requirement is detailed under Article 6.2 of the resulting contract clauses.

1.3 Comprehensive Land Claims Agreement(s) - Removed

1.4 Set-aside under the Federal Government Procurement Strategy for Aboriginal Business (PSAB) – Removed

1.5 Debriefings

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

1.6 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).

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> (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

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

Bids transmitted by any other means to ISC will not be accepted.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable

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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 *<u>Financial Administration Act</u>*, 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</u> <u>Act</u> (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the <u>Supplementary Retirement</u> <u>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</u> <u>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</u> <u>Notice: 2012-2</u> 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.

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

When submitting its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 8 of the 2003 standard instructions. Bidders are required to provide their bid in a single transmission. The total size of the email, including all attachments, must not exceed 10 megabytes (MB). It is solely the Bidder's responsibility to ensure that the total size of the email does not exceed this limit.

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

Section I: Technical Bid Section II: Financial Bid Section 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.

Section III: Certifications

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

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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.

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(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 Number	Mandatory Criteria	Required Supporting Information	Com	pliant
			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; description of production capacity of greenhouses and/or open compound in number of blocks 	Provide brief descriptions of the seedling production facilities and cold storage as per the stated criteria.		

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Evaluation Number	Mandatory Criteria	Required Supporting Information	Con	npliant
			Yes	No
M2	Growing Regime The proposal must demonstrate that the Bidder has a growing regime specific to forest species sowed. Descriptions should be included for the following: Growing methods; Details on sowing and over sowing; Sowing equipment; Sowing dates and procedures; Growing medium (physical and chemical characteristics) and the components; Seed cover; Environmental control procedures; Fertilization schedules; and Quality growing standards including: conditioning and hardening regime, provisions for minimizing risk factors, and quality control techniques. 	Provide brief descriptions of the growing regimes as per the stated criteria.		

М3	 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 respect to regulatory requirements. 	Provide brief descriptions of the pest management program as per the stated criteria.	
M4	Tables of ContentsThe 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.	

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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 <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ciif/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

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PART 6 - RESULTING CONTRACT CLAUSES

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

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</u> <u>Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.</u>

6.3.1 General Conditions

<u>2010C</u> (2018-06-21), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

- a) References to Public Works and Government Services Canada (PWGSC) are replaced by Indigenous Services Canada (ISC); and
- b) Section 10, Subsection 1 is amended as follows:

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

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

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

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

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

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to June 21, 2021 inclusive.

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6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name:	Bonnie David
Title:	A/Senior Contracts Officer
Organization:	Indigenous Services Canada
Address:	Suite #600 - 1138 Melville Street, Vancouver, BC V6E 4S5
Telephone:	604 562 6865
Facsimile:	604-775-7149
E-mail address:	bonnie.david@canada.ca

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

6.5.2 **Project Authority**

The Project Authority for the Contract is: (to be inserted at contract award)

Name: Title:	
Organization:	Indigenous Services Canada
Directorate: Address:	Suite #600 - 1138 Melville Street, Vancouver, BC V6E 4S5
Telephone: Facsimile: E-mail address:	

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

6.5.3 **Contractor's Representative** (to be inserted at contract award)

Name: Title:	
Company:	
Address:	
Telephone: E-mail address:	

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public</u> <u>Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

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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

SACC Manual clause <u>C6000C</u> (2017-08-17) 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 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, 2020*
2	Lifting and Storage of Seedlings	15% of Total Contract Price	November 15, 2020*
3	Ready for Transport	15% of Total Contract Price	April 10, 2021*

*These dates are thought to be accurate but are approximate and may change (upon mutual agreement) to a minor degree based on the weather conditions on site and discussions with the Contractor regarding transportation.

6.7.4 SACC Manual Clauses - Removed

6.7.5 Electronic Payment of Invoices – Contract

The method of invoice payment by Indigenous Services Canada 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 Electronic Payment Request form (<u>https://www.aadnc-aandc.gc.ca/DAM/DAM-INTER-HQ/STAGING/texte-text/20-545</u> 1362495227097 eng.pdf), 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 invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- 2. Invoices must be distributed as follows:
 - a. One (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.10 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 general conditions <u>2010C</u> (2018-06-21), General Conditions Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) 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 Joint Venture

- **6.13.1** The joint venture (the "Joint Venture") is comprised of the following members: [List Joint Venture members]
- **6.13.2** 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;
- **6.13.3** By giving notice to the Lead Member, Canada shall be deemed to have given notice to all members of the Joint Venture;
- **6.13.4** The payment of moneys under the Contract to the Lead Member will act as a release from all the members of the Joint Venture;
- **6.13.5** 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
- **6.13.6** All members of the Joint Venture are jointly and severally or solitarily liable for the performance of the Contract.

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ANNEX "A"

STATEMENT OF WORK

PROJECT TITLE

Nursery Tree Seedling Growing Services 2020-2021

BACKGROUND

The Chilcotin Training Area (CTA), located north of the small community of Riske Creek and about 47 kilometres 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 forest resources on this property is the responsibility of the Department of Indigenous Services Canada (ISC) through an Order-in-Council P.C. O.I.C 1961-807. Logging activities undertaken under various Timber Permit and forest fires over the past decade has left some areas not satisfactory re-stocked. As a result, ISC has initiated a reforestation program on the property as part their due diligence to rehabilitate the forested land base.

OBJECTIVE

To establish a contract to provide the services for one growing period. The growing period shall begin on or about February 1 2020 to grow the seedlings and to carry out seedling growing services in support of the reforestation plans on the CTA. The contractor shall be responsible for the production of tree seedlings of the following species for a Spring plant in 2021 also described in the Seedlings Request Short Form:

- Lodgepole Pine
- Douglas Fir
- Larch (Plug individually wrap)
- Ponderosa Pine

SCOPE OF WORK

The Contractor shall perform the following to the satisfaction of the Project Authority 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 no 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 – Seedling Request Short Form Report;
- Mark shipping containers with the species, stock type, age class, seed lot, 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 Project Authority until delivery;
- 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;
- Ensure that the seedlings are of a size which is not less than the minimum, or greater than the maximum as specified;

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- 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: <u>http://www.for.gov.bc.ca/nursery/HEADQTRS/seedling_specs.pdf</u>;
- 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;*
- Conduct seedling inventories during the 15 days immediately preceding the delivery dates specified to an accuracy of +/- 5%;
- Prior to delivery, 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; and
- 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

- Be responsible for damage to seed or propagules and seedlings until ISC takes delivery;
- Be 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 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 ISC 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 ISC.
- ISC 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 Basis of Payment*,
- 1.1 Submit a Work Progress Plan outlining the scope, timing, location and other requirements of the contract which can be completed in consultation with the Project Authority on or before December 31, 2019; Provide the deliverables as specified in Annex C Pricing Specifications for planting in Spring of 2021; and
- 1.2 The contractor shall provide cold storage from the lift date until delivery (approximately April 10, 2021) for transport by ISC contractor. The contractor will be notified of the authorized contractor for transport.

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DEPARTMENTAL SUPPORT

The department will:

- Supply the Contractor with the necessary seed of the seed lot specified in Annex B Basis of Payment;
- Notify the contractor of the authorized contractor for transport of seedlings; and
- Be available for consultation as required.

CONSTRAINTS

The successful bidder must be a BC Nursery that can grow all of the requested Stock Types and provide cold storage until delivery for transport as noted above.

APPENDIX A.1

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

REQUEST ID	STS SPECIES	LOT REQUE	FUND SRC	RQSTD C.	CAL	CUTTINGS RQSTD	STOCK TYPE/CTNR/AGE	YEAR/ SEASON	ASSIGNED NURSERY
2020DCC0001 2020DCC0002 2020DCC0003 2020DCC0004 2020DCC0005 2020DCC0006 2020DCC0007 2020DCC0008 2020DCC0009 2020DCC0010 2020DCC0011 2020DCC0012	PND FDI PND FDI PND PY PND PY PND PY PND PY PND PY PND PY PND PY PND LW PND PLI PND PLI	53979 AANDC (53975 AANDC (41712 AANDC (53059 AANDC (44780 AANDC (42575 AANDC (44215 AANDC (442170 AANDC (42570 AANDC (53377 AANDC (53519 AANDC (00 LFP 00 LFP 00 LFP 00 LFP 00 LFP 00 LFP 00 LFP 00 LFP 00 LFP 00 LFP	966.0 92.0 36.4 14.8 1.2 110.8 58.1 19.5 15.0 439.0 100.0 251.1	964.9 91.7 36.4 14.8 1.2 58.4 58.1 19.5 15.0 439.0 100.0 251.1	23,453.0 1,986.0 5,720.0 2,048.0 189.0 18,138.0 17,095.0 2,774.0 2,259.0 5,086.0 740.0 1,918.0	PSB310B 100000PSB310B 100000PSB410100000PSB410100000PSB410100000PSB410100000PSB410100000PSB410100000PSB410100000PSB410100000PSB410100000PSB410100000PSB310B 100000PSB310B 100000	2021 SP 2021 SP	
			_	2,103.9	2,050.1	81,406.0			

NOTE: Cancelled requests are not included in the report. TOTAL REQUESTS LISTED: 12 END OF REPORT

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APPENDIX A.2

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: <u>https://www2.gov.bc.ca/gov/content/environment/pesticides-pest-management</u>

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: https://www2.gov.bc.ca/gov/content/industry/agriculture-seafood/animals-and-crops/plant-health/pesticides-agriculture 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.

Buyer ID - Id de l'acheteur AS05 CCC No./N° CCC - FMS No./N° VME

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ANNEX "B" BASIS OF PAYMENT

Request Key	Species	Seed lot	Stock Type	Sowing Date	Lift Date	Transport Date	Planting Date	Number of Seedlings	Unit Price per Seedling	Transport to cold storage, Cost Per Seedlings	Cold Storage Costs Per Seedlings	Total Cost
				Feb. 1	Nov. 15	Apr. 10	May 1					
2020DCC0001	FDI	53979	PSB 310B	2020	2020	2021	2021	966 000				
2020DCC0002	FDI	53975	PSB 310B	Feb. 1 2020	Nov. 15 2020	Apr. 10 2021	May 1 2021	92 000				
2020DCC0003	ΡY	41712	PSB 410	Feb. 1 2020	Nov. 15 2020	Apr. 10 2021	May 1 2021	36 400				
2020DCC0004	PY	53059	PSB 410	Feb. 1 2020	Nov. 15 2020	Apr. 10 2021	May 1 2021	14 800				
2020DCC0005	PY	44780	PSB 410	Feb. 1 2020	Nov. 15 2020	Apr. 10 2021	May 1 2021	1 200				
2020DCC0006	ΡY	42575	PSB 410	Feb. 1 2020	Nov. 15 2020	Apr. 10 2021	May 1 2021	110 800				
2020DCC0007	PY	44215	PSB 410	Feb. 1 2020	Nov. 15 2020	Apr. 10 2021	May 1 2021	58 100				
2020DCC0008	PY	44770	PSB 410	Feb. 1 2020	Nov. 15 2020	Apr. 10 2021	May 1 2021	19 500				

File No. - N° du dossier VAN-A 1632-11-09.19-1000213473 Buyer ID - Id de l'acheteur AS05 CCC No./N° CCC - FMS No./N° VME

* 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 (in British Columbia) by the nursery from lift date to transport.

*** 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 – February 1, 2020; 15% payment upon Lift date – Approximately November 15, 2020; 15% payment upon Transport date April 10, 2021.

Table Definitions & Abbreviations

Species - Type of tree seedling: Pli = Lodgepole Pine Fdi = Douglas Fir - Interior

LW = Western Larch

Py = Yellow (Ponderosa) Pine

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; PSI – abbreviation for - Plug – Individually Wrapped)

Seed lot: 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 years old seedlings

Season of Planting: Spring= Spring Plant Seedlings delivered between April 10, 2021 and June 20, 2021

Latest Sowing Date: Latest date specified by which the Seed must be sown – February 1, 2020

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

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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:

<u>General</u>

- 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 <u>Environment Canada</u> and the <u>United Nations</u> <u>Environment Program</u>.

Travel

- a) 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 <u>online</u> or by contacting <u>AchatsEcologiques.GreenProcurement@tpsgc-pwgsc.gc.ca</u>.
- 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.