



## REQUEST FOR PROPOSAL

### RETURN BIDS TO:

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

~~[soumission.bid@aadnc-aandc.gc.ca](mailto:soumission.bid@aadnc-aandc.gc.ca)~~

[aadnc.soumissionbid.aandc@canada.ca](mailto:aadnc.soumissionbid.aandc@canada.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.

Title <b>Nursery Tree Seedling Growing Services 2021-2022</b>	
Solicitation Number <b>1000225078</b>	
Date (YYYYMMDD) <b>2021-01-07</b>	
Solicitation Closes At <b>1:00 PM</b>	Time Zone  <b>Eastern Standard Time (EST)</b>
On (YYYYMMDD) <b>2021-02-16</b>	
<b>Contracting Authority</b>	
Name <b>Miriam Britel</b>	
Telephone Number <b>(873) 355-2463</b>	
Facsimile Number	
Email Address <b>miriam.britel@canada.ca</b>	
Destination(s) of Services <b>ISC - BC</b>	
Security <b>THIS REQUEST DOES NOT INCLUDE SECURITY PROVISIONS</b>	
<b>Instructions:</b> See Herein	
<b>Delivery Required</b> See Herein	
<b>Person Authorized to sign on behalf of Bidder</b>	
Name	
Title	

<b>Bidder</b>
Name
Address
Telephone Number
GST/HST Number
QST Number

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

### **1.3 Debriefings**

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

### **1.4 Trade Agreements**

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

The resulting contract will not include deliveries of services within locations Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirements for deliveries of services within locations within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to CLCAs will have to be treated as a separate procurement not forming part of the bid solicitation.

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2020-05-28) 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 Indigenous Services Canada (ISC);
- 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:

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 ISC 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;
- b. 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 following address: [aandc.soumissionbid.aandc@canada.ca](mailto:aandc.soumissionbid.aandc@canada.ca) by the date and time indicated on page 1 of the bid

solicitation. ISC 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 10 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: Miriam Britel**
- **Bid Solicitation Number: 1000225078**
- **Closing Date: February 16, 2021 at 1:00 pm EST**
- **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 Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

**Former Public Servant in Receipt of a Pension**

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

**Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes ( ) No ( )**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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 three (3) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable 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 the province of 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**

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

Attachment I: Technical Bid, electronic copy, in PDF format.

Attachment II: Financial Bid, electronic copy, in PDF format.

Attachment III: Certifications, electronic copy, in PDF format.

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

It is the bidder's responsibility to ensure **their bid doesn't exceed 10MB** as this is Indigenous Services Canada's limitation for electronic documents.

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

- (a) use a numbering system that corresponds to the bid solicitation.

**Submission of Only One Bid:** A Bidder, including related entities, will be permitted to submit only one bid in response to this bid solicitation. If a Bidder or any related entities participate in more than one bid (participating means being part of the Bidder, not being a subcontractor), Canada will provide those Bidders with two (2) working days to identify the single bid to be considered by Canada. Failure to meet this deadline will result in all the affected bids being disqualified.

For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc), an entity will be considered to be "related" to a Bidder if:

- a) they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
- b) they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;
- c) the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
- d) the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.
- e) Individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture.

#### **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.

##### **3.1.1 Electronic Payment of Invoices – Bid**

The method of invoice payment by the Department of Indigenous Services Canada is by direct deposit to the Bidders/Offerors' financial institution of choice.

**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

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

- a) The Bidder is advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not constitute “demonstrated” for the purpose of the evaluation.
- b) The Bidder must clearly demonstrate in the proposal how the experience was gained, supported by resumes and any necessary supporting documentation.
- c) The Bidder must provide complete details where, when and how (through which activities/responsibilities) the stated qualifications/experience were obtained. In order to demonstrate when experience was obtained, the bidder must indicate the duration of such experience, specifying the start and end dates (month and year at a minimum). In the case where the timelines of two or more engagements or experience overlap, the duration of the common to each engagement/experience will not be counted more than once.
- d) It is recommended that the Bidder include a grid in their proposals, cross-referencing statements of compliance with the supporting data and resume evidence contained in their proposals. Note: the compliance grid, by and of itself DOES NOT constitute demonstrated evidence. As stated in bullet ‘B’ above, the resumes and supporting documentation will be accepted as evidence.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

#	Mandatory Technical Criterion	Instruction to Bidders	Met: Yes/No	Page Reference In The Bidder's Proposal
M1	<p><b><u>Facilities for Seedling Production</u></b></p> <p>The Bidder must demonstrate that it has the experience and the capacity to provide the services required by Indigenous Services Canada (ISC) as per the Annex A – SOW.</p> <ul style="list-style-type: none"> <li>•</li> </ul>	<p>Provide a description of the seedling production facilities and cold storage including as a minimum the followings:</p> <ul style="list-style-type: none"> <li>• description of site, including access;</li> <li>• description of services and utilities, including backup emergency</li> </ul>		

		<p>systems;</p> <ul style="list-style-type: none"> <li>• description of the following: service buildings; <ul style="list-style-type: none"> <li>○ greenhouses, including type and manufacturer,</li> <li>○ open compounds;</li> <li>○ equipment for lighting day length extension and short-day treatments;</li> <li>○ irrigation and fertilization systems;</li> <li>○ benching system; environmental controls and other improvements;</li> </ul> </li> <li>• description of production capacity of greenhouses and/or open compound in number of blocks</li> <li>• Cold storage location</li> </ul> <p>Cold storage capacity to store seedlings once lifted</p>		
<p><b>M2</b></p>	<p><b><u>Growing Regime</u></b></p> <p>The Bidder must demonstrate that it has a growing regime specific to forest species sowed. Descriptions should be included for the following:</p> <ul style="list-style-type: none"> <li>•</li> </ul>	<p>Provide a descriptions of the growing regimes including as a minimum the followings:</p> <ul style="list-style-type: none"> <li>• Growing methods;</li> <li>• Details on sowing and over sowing;</li> <li>• Sowing equipment;</li> <li>• Sowing dates and procedures;</li> <li>• Growing medium</li> </ul>		

		<p>(physical and chemical characteristics) and the components;</p> <ul style="list-style-type: none"> <li>• Seed cover;</li> <li>• Environmental control procedures;</li> <li>• Fertilization schedules; and</li> <li>• Quality growing standards including: <ul style="list-style-type: none"> <li>• conditioning and hardening regime,</li> <li>• provisions for minimizing risk factors, and</li> </ul> </li> </ul> <p>quality control techniques</p>		
<p><b>M3</b></p>	<p><b><u>Pest Management Program</u></b></p> <ul style="list-style-type: none"> <li>▪ The Bidder must demonstrate that the Bidder has a pest management program.</li> </ul>	<p>Provide a description of the pest management program including as a minimum the followings:</p> <ul style="list-style-type: none"> <li>▪ preventative and control measures;</li> <li>▪ application of pesticides (insecticides/ fungicides);</li> <li>▪ reporting;</li> <li>▪ responsibilities, and</li> <li>▪ applicator's qualifications with respect to regulatory requirements.</li> </ul>		

**4.1.2 Financial Evaluation**

The Bidder must complete this pricing schedule and include it in its financial bid. The Bidder must respond to this pricing schedule by inserting in its financial bid for each of the periods specified below its quoted all-inclusive fixed rate for each of the categories identified.

Request Key	Species	Seedlot	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
2020DCC 0001	Fdi	54002	PSB 310	Feb 15 2021	Dec 1 2021	May 1 2022	May 3 2022	518 400				
2020DCC 0002	Pli	53652	PSB 310	Feb 15 2021	Dec 1 2021	May 1 2022	May 3 2022	200 000				
2020DCC 0080	Fdi	54006	PSB 310	Feb 15 2021	Dec 1 2021	May 1 2022	May 3 2022	131 600				
2020DCC 0081	Lw	63658	PSI 410	Feb 15 2021	Dec 1 2021	May 1 2022	May 3 2022	18 900				
2020DCC 0082	Py	44216	PSB 410	Feb 15 2021	Dec 1 2021	May 1 2022	May 3 2022	30 100				
								899 000	<b>Total Combined Cost</b>			

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

## **4.2 Basis of Selection**

### **4.2.1 Mandatory Technical Criteria**

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

## **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 [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

### **5.2 Certifications Precedent to Contract Award and Additional Information**

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame 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) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### **5.2.2 Federal Contractors Program for Employment Equity - Bid Certification**

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

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

#### **5.2.3 Additional Certifications Precedent to Contract Award**

### **5.2.3.1 Status and Availability of Resources**

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

### **5.2.3.2 Certifications – Contract**

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

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

#### **6.3.1 General Conditions**

2010B (2020-05-28), 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 Indigenous Services Canada (ISC); 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)".

### **6.4 Term of Contract**

#### **6.4.1 Period of the Contract**

The period of the Contract is from date of Contract to May 31, 2022.

## **6.5 Authorities**

### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Miriam Britel  
Title: Senior Procurement Expert  
Department Name: Department of Indigenous Services Canada  
Directorate: Materiel and Assets Management  
Address: 10 Wellington Street, 13<sup>th</sup> Floor, Gatineau, Quebec, K1A 0H4  
  
Telephone: 873-355-2463  
E-mail address: [Miriam.britel@canada.ca](mailto:Miriam.britel@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 (TO BE IDENTIFIED AT CONTRACT AWARD)**

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
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 IDENTIFIED AT CONTRACT AWARD)**

Name: \_\_\_\_\_  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Email Address: \_\_\_\_\_

## **6.6 Proactive Disclosure of Contracts with Former Public Servants**

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

to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

### **Definitions**

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

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

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

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

### **Former Public Servant in Receipt of a Pension**

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

### **Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes ( ) No ( )**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;

- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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.

## **6.7 Payment**

### **6.7.1 Basis of Payment**

For the Work described in the statement of work at annex A: The Contractor will be paid for the Work performed in accordance with the Basis of payment at annex B.

### **6.7.2 Limitation of Price**

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ (TO BE IDENTIFIED AT CONTRACT AWARD) and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. four months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### **6.7.3 Method of Payment – Milestone Payments (Not Subject to Holdbacks)**

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- a. an accurate and complete claim for payment using [10-671E](#), 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;
- b. all the certificates appearing on form [10-671E](#) have been signed by the respective authorized representatives;

- c. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

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	or "Delivery Date" Due Date
1	Sowing of Seedlings	70% of Total Contract Price	March 7, 2021*
2	Lifting and Storage of Seedlings	15% of Total Contract Price	December 01, 2021*
3	Ready for Transport	15% of Total Contract Price	May 01, 2022*

\*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 Electronic Payment of Invoices – Contract

The method of invoice payment by the Department of 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 of Indian Affairs and Northern Development Electronic Payment Request form ([https://www.aadnc-aandc.gc.ca/DAM/DAM-INTER-HQ/STAGING/texte-text/20-545\\_1362495227097\\_eng.pdf](https://www.aadnc-aandc.gc.ca/DAM/DAM-INTER-HQ/STAGING/texte-text/20-545_1362495227097_eng.pdf)), and submit the form to the address provided.

#### 6.7.5 T1204 – Direct Request by Customer Department

1. Pursuant to paragraph 221 (1)(d) of the *Income Tax Act*, R.S. 1985, c. 1 (5<sup>th</sup> 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.
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 [10-671E](#), Claim for Progress Payment.

Each claim must show:

- a. all information required on form [10-671E](#);
- b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;

Each claim must be supported by:

- a. a copy of time sheets to support the time claimed for each milestone;
  - b. a copy of the documents confirming the completion for each milestone.
2. Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.
3. The Contractor must prepare and certify one original and two (2) copies of the claim on form 10-671E, and forward it to the Project Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

The Project Authority will then forward the original and two (2) copies of the claim to the Cost Center Manager for certification and onward submission to the Payment Office for the remaining certification and payment action.

4. 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 the province of 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 2010B (2020-05-28), General Conditions - Professional Services (Medium Complexity) ;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Claim for Progress Payment Form
- (f) the Contractor's bid dated (***TO BE IDENTIFIED AT CONTRACT AWARD***).

### **6.12 Insurance – No Specific Requirement**

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.

## ANNEX "A"

### STATEMENT OF WORK

#### Nursery Tree Seedling Growing Services 2021-2022

##### 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 (DISC) 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, DISC has initiated a reforestation program on the property as part their due diligence to rehabilitate the forested land base.

##### OBJECTIVE

DISC requires the services of a supplier for the production of tree seedlings of following species for a Spring plant in 2022 also described in the Seedlings Request Short Form:

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

DISC is looking to establish a contract to provide the services for one growing period. The growing period shall begin on or about February 1 2021 to grow the seedlings and to carry out seedling growing services in support of the reforestation plans on the CTA

##### SCOPE OF WORK

The Contractor **must** perform the following to the satisfaction of the project authority and conforming to the terms and conditions of the Contract:

- 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 – Seedling Request 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;
- 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 departmental representative;

- 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](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;**
- 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 departmental representative 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 departmental representative with a complete and itemized record of pesticide applications, including chemicals, rates and dates of application;

### **RISK ASSUMPTIONS**

- The Contractor will be responsible for any damage to seed or propagules and seedlings until DISC accepts 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 departmental representative, 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 must apply:
  - the Contractor must comply with the the DISC departmental representative or Agriculture Canada's directions or orders concerning treatment, transportation or disposition of the Seedlings; and
  - any costs associated with such compliance must be borne solely by the Contractor without right of compensation from DISC.
- the DISC departmental representative 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 departmental representative.

### **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;**
- Submit a Work Progress Plan outlining the scope, timing, location and other requirements of the contract which can be completed in consultation with the DISC departmental representative on or before December 31, 2020; and
- Provide the following deliverables as specified in **Annex B – Basis of Payment.**

For planting in Spring of 2022

- The contractor shall provide cold storage from the lift date until delivery (approximately May 2022) for transport by DISC reforestation contractor.

## DEPARTMENTAL SUPPORT

The department will:

- Supply the Contractor with the necessary seed of the seedlot specified in **Annex B – Basis of Payment**; and
- Be available for consultation as required.

## CONSTRAINTS

Bidders 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.

### 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 PSI – abbreviation of Plug Individually wrapped)

**Seedlot:** Unique identifier of a pool of genetic material

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

**1 = 1 year old seedlings**

**Season of Planting:** Spring= Spring Plant Seedlings delivered between April 15 and June 20

**Latest Sowing Date:** Latest date specified by which the Seed must be sown - March 20, 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

APPENDIX A.1

Ministry of Forests, Lands, and Natural Resource Operations Seed Planning and  
Registry System Seedling Request Short Form



REQUEST ID	STS	SPECIES	REG	LOT NO.	REQUEST AGENCY	FUND SRC	*-----SEEDLINGS -----*		GRAMS/			PLANTING		ASSIGNED NURSERY
							RQSTD (000's)	CALC. (000's)	CUTTINGS RQSTD	STOCK TYPE/CTNR/AGE	YEAR/ SEASON			
2021DCC0001	PND	FDI	NA	54002	AANDC	00 LFP	518.4	518.4	11,900.0	PSB 310B	100000	2022	SP	
2021DCC0002	PND	PLI	NA	53652	AANDC	00 LFP	200.0	200.0	1,177.0	PSB 310B	100000	2022	SP	
2021DCC0080	PND	FDI	NA	54006	AANDC	00 LFP	131.6	131.6	2,950.0	PSB 310B	100000	2022	SP	
2021DCC0081	PND	LW	CBST	63658	AANDC	00 LFP	18.9	18.9	237.0	PSI 410	100000	2022	SP	
2021DCC0082	PND	PY	FRPA	44216	AANDC	01 LFP	30.1	30.1	5,839.0	PSB 410	100000	2022	SP	
							899.0	899.0	22,103.0					

## **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](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**

During the period of the Contract, the Contractor will be paid as specified below, for Work performed in accordance with the Contract.

Request Key	Species	Seedlot	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
2020DCC 0001	Fdi	54002	PSB 310	Feb 15 2021	Dec 1 2021	May 1 2022	May 3 2022	518 400				
2020DCC 0002	Pli	53652	PSB 310	Feb 15 2021	Dec 1 2021	May 1 2022	May 3 2022	200 000				
2020DCC 0080	Fdi	54006	PSB 310	Feb 15 2021	Dec 1 2021	May 1 2022	May 3 2022	131 600				
2020DCC 0081	Lw	63658	PSI 410	Feb 15 2021	Dec 1 2021	May 1 2022	May 3 2022	18 900				
2020DCC 0082	Py	44216	PSB 410	Feb 15 2021	Dec 1 2021	May 1 2022	May 3 2022	30 100				
								899 000	<b>Total Combined Cost</b>			

- \* **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](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 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 –Approx. Mar. 7, 2021; 15% payment upon Lift date - December. 1, 2021; 15 % payment upon Transport date May 1 2022.**



Claim Number	Contract Number
--------------	-----------------

**CERTIFICATE OF CONTRACTOR**

**I certify that:**

- All authorizations required under the contract have been obtained. The claim is consistent with the progress of the work and is in accordance with the contract.
- Indirect costs have been paid for or accrued in the accounts.
- Direct materials and the subcontracted work have been received, accepted and either paid for or accrued in the accounts following receipt of invoice from supplier/subcontractor, and have been or will be used exclusively for the purpose of the contract.
- All direct labour costs have been paid for or accrued in the accounts and all such costs were incurred exclusively for the purpose of the contract.
- All other direct costs have been paid for or accrued in the accounts following receipt of applicable invoice or expense voucher and all such costs were incurred exclusively for the purpose of the contract.
- No liens, encumbrances, charges or other claims exist against the work except those which may arise by operation of law such as a lien in the nature of an unpaid contractor's lien and in respect of which a progress payment and/or advance payment has been or will be made by Canada.

Contractor's Signature	Title	Date (YYYYMMDD)
▶		

- This claim, or a portion of this claim, is being made with respect to **Advance Payment Provisions** included in the basis of payment of the contract and attached is a complete description of the purpose to which the Advance Payment will be applied.
- This claim is for an **Interim Payment** and is in accordance with the terms and conditions of the contract.
- This claim is for **Final Payment** and is in accordance with the terms and conditions of the contract. **No further claims for payment will be submitted against this contract.**

**I certify that:**

- The funds received will be used solely for the purpose of the contract.
- The amount of the payment is established in accordance with the conditions of the contract.
- The contractor is not in default of its obligations under the contract.
- The payment is related to an identifiable part of the contractual work.

Contractor's Signature	Title	Date (YYYYMMDD)
▶		

**CERTIFICATES OF DEPARTMENTAL REPRESENTATIVES**

**Project Authority:** I certify that the work meets the quality standards required under the contract, and its progress is in accordance with the conditions of the contract.

Signature of Project Authority	Date (YYYYMMDD)
▶	

**Cost Center Manager: (Must sign the interim claim)**

I certify that the claim is in accordance with the contract.

Signature of Cost Center Manager	Date (YYYYMMDD)
▶	

**Cost Center Manager: (Must sign the final claim)**

I certify that all goods have been received and all services have been rendered, that the work has been properly performed and that the claim is in accordance with the contract.

Signature of Cost Center Manager	Date (YYYYMMDD)
▶	