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Request for Proposal (RFP)

Proposal To: Natural Resources Canada

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

Comments – Commentaires

Issuing Office – Bureau de distribution

Finance and Procurement Management Branch
Natural Resources Canada
1 Challenger Drive
Dartmouth, Nova Scotia

Title – Sujet Growing early successional hardwoods for phytoremediation at 5-CDSB (Base Gagetown) 2021	
Solicitation No. – No de l’invitation NRCan- 5000058911	Date April 9, 2021
Requisition Reference No.- N° de la demande 165372	
Solicitation Closes – L’invitation prend fin at – 02:00 PM (EDT) on – May 10, 2021	
Address Enquiries to: - Adresse toutes questions à: julia.pace@canada.ca	
Telephone No. – No de telephone 902-719-4856	Fax No. – No. de Fax
Destination – of Goods and Services: Destination – des biens et services: Natural Resources Canada 1350 Regent Street Fredericton, NB E3B 5P7	
Security – Sécurité There are no security requirements associated with this requirement.	
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l’entrepreneur Telephone No.:- No. de téléphone: Facsimile No.: - No. de télécopieur: Email – Courriel :	
Name and Title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/de l’entrepreneur (taper ou écrire en caractères d’imprimerie)	
Signature _____	Date _____



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The Articles contained in this document are mandatory in their entirety, unless otherwise indicated. Acceptance of these Articles, in their entirety, as they appear in this document, is a Mandatory requirement of this RFP. Suppliers submitting a proposal containing statements implying that their proposal is conditional on modification of these clauses or containing terms and conditions that purport to supersede these clauses or derogate from them will be considered non-responsive.

Bidders with concerns regarding the provisions of the Bid Solicitation document (including the Resulting Contract Clauses) should raise such concerns in accordance with the Enquiries provision of this RFP.



PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;

Part 6 Security and Other Requirements: includes specific requirements that must be addressed by Bidders; and

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

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

The Appendixes include the Evaluation Criteria and the Financial Proposal Form.

1.2 Summary

By means of the RFP, Natural Resources Canada (NRCan) is seeking proposals from bidders to sow and grow 350,000 early successional hardwood seedlings in 2021, as part of the overall objective of 700,000 seedlings for outplanting in the spring of 2022.

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 will be done in writing, by email.



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 modifications to the text below. If there is a conflict between the provisions of 2003 and this document, this document prevails.

- **In the complete text content (except Section 3) Delete:** Public Works and Government Services Canada” and **Insert:** “Natural Resources Canada.” **Delete:** “PWGSC” and **Insert:** “NRCan”
- **Section 2: Delete:** “Suppliers are required to” and **Insert:** “It is suggested that suppliers”
- **Subsection 1 of Section 8:** Delete entirely
- **Subsection 2 of Section 8:** Delete entirely
- **Under Subsection 2 of Section 20:** Not applicable

2.2 Submission of Bids

Bidders must submit all proposals electronically. Given the current constraints on NRCan’s networks, the electronic mail system has a limit of 1GB per single message received and a limit of 20GB per conversation. Bidders are asked to contact the Contracting Authority to confirm receipt of their bid. NRCan encourages bidders to submit all bids earlier than the closing time in order to ensure sufficient time to be received in NRCan’s server.

It is the Bidders responsibility to ensure that proposals are sent to the following e-mail address, by the time and date indicated on page 1 of this RFP document.

- Send proposals to this email address: nrcan.quebecbid-soumissionquebec.mcan@canada.ca

The email address above is reserved for the submission of your proposal. No other communication should be sent to that address.

- Contact the Contracting Authority, Julia Pace at 902-719-4856 either by telephone call or text message for receipt of bid confirmation.

IMPORTANT

It is requested that you write the following information in “Subject” of the e-mail:

NRCan – 5000058911 Growing early successional hardwoods for phytoremediation



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

NRCan will not assume responsibility for proposals directed to any other location.

The onus is on the Bidder to ensure that the proposal is submitted correctly to the above address. Not complying with the above instructions may result in NRCan's inability to ascertain reception date and/or to consider the bid prior to contract award. Therefore, NRCan reserves the right to reject any proposal not complying with these instructions.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in New Brunswick.

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

2.5 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least three (3) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (1 electronic copy)

Section II: Financial Bid (1 electronic copy) in a separate file and document

Section III: Certifications (1 electronic copy)

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

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

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

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Financial Proposal Form in Appendix "2". The total amount of Applicable Taxes must be shown separately.

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

4.1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Appendix "1" Evaluation Criteria.

4.1.2 Financial Evaluation

Mandatory financial evaluation criteria are included in Appendix "2" Evaluation Criteria.

4.2 Basis of Selection

4.2.1 Lowest Price Per Point

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum of 7 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 15 points.



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 (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/25#integrity-provisions>), all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the Forms for the Integrity Regime website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.1.2 Additional Certifications Required with the Bid

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

- Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder or, in the case of a private company, the owners of the company.
- Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).



- Bidders bidding as partnerships do not need to provide lists of names.

Name of Bidder: _____

OR

Name of each member of the joint venture:

Member 1: _____

Member 2: _____

Member 3: _____

Member 4: _____

Identification of the administrators/owners:

SURNAME	NAME	TITLE

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 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable



to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.2.4 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

5.2.5 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.

Professional fees	Amount
_____	_____
_____	_____

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.

5.2.6 Aboriginal Designation

Who is eligible?

- a) An Aboriginal business, which can be:
 - i) a band as defined by the Indian Act
 - ii) a sole proprietorship
 - iii) a limited company
 - iv) a co-operative
 - v) a partnership
 - vi) a not-for-profit organization

in which Aboriginal persons have at least 51 percent ownership and control,

OR

- b. A joint venture consisting of two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business(es), provided that the Aboriginal business(es) has at least 51 percent ownership and control of the joint venture.

When an Aboriginal business has six or more full-time employees at the date of submitting the bid, at least thirty-three percent of them must be Aboriginal persons, and this ratio must be maintained throughout the duration of the contract.

The bidder must certify in its submitted bid that it is an Aboriginal business or a joint venture constituted as described above.



- Our Company is NOT an Aboriginal Firm, as identified above.
- Our Company is an Aboriginal Firm, as identified above.

Signature

Date



PART 6 - SECURITY AND OTHER REQUIREMENTS

6.1 Security Requirements

There are no security requirements associated with this requirement.

6.2 Insurance Requirements

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.



PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the Contractor's technical bid entitled _____, dated _____. (*to be completed at contract award*)

7.2 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.

7.2.1 General Conditions

[2010B](#) (2020-05-28), General Conditions – Professional Services - Medium Complexity, apply to and form part of the Contract.

- As applicable, replace references to Public Works and Government Services Canada (PWGSC) with Natural Resources Canada (NRCan).

7.3 Dispute Resolution

Mediation

If a dispute arising from this contract cannot be settled amicably through negotiation, then the parties agree in good faith to submit the dispute to mediation as administered by the Arbitration and Mediation Institute of Canada Inc. (AMIC). The parties acknowledge receipt of the rules of AMIC. The cost of mediation shall be borne equally by the parties.

Arbitration

If the parties cannot resolve the dispute through mediation within sixty (60) days, the parties agree to submit the dispute to arbitration pursuant to the Commercial Arbitration Act (Canada). The party requesting such arbitration shall do so by written notice to the other party/parties. The cost of the arbitration and fees of the arbitrator shall be borne equally by the parties. The arbitration shall take place in the city where the contractor carries on business before a single arbitrator to be chosen jointly by the parties. If the parties cannot agree on the choice of arbitrator within thirty (30) days of written notice to submit the dispute to arbitration, each party will choose a representative who will select the arbitrator.

The parties may determine the procedure to be followed by the arbitrator in conducting the proceedings, or may ask the arbitrator to do so. The arbitrator shall issue a written award within thirty (30) days of hearing the parties. The award may be entered in any court having jurisdiction and enforced as a judgment of that court.



Meaning of "Dispute"

The parties agree that the word "dispute" in this clause refers to a dispute of fact or of law, other than a dispute of public law.

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

7.4 Security Requirements

7.4.1 There is no security requirement applicable to the Contract.

7.5 Term of Contract

7.5.1 *Period of the Contract*

The period of the Contract is from date of Contract to November 30, 2021 inclusive.

7.6 Comprehensive Land Claims Agreements (CLCAs)

The Contract is not subject to any Comprehensive Land Claims Agreements.

7.7 Authorities

7.7.1 *Contracting Authority*

The Contracting Authority for the Contract is:

Name: Julia Pace
Title: Senior Procurement Officer
Organization: Natural Resources Canada
Address: 1 Challenger Drive, Dartmouth, NS
Telephone: 902-719-4856
E-mail address: Julia.pace@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.

7.7.2 *Project Authority (to be provided 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.

7.7.3 Contractor's Representative (to be provided at contract award)

Name:
Title:
Organization:
Address:
Telephone:
Facsimile:
E-mail address

7.8 Proactive Disclosure of Contracts with Former Public Servants

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

7.9 Payment

7.9.1 Basis of Payment – Limitation of Expenditure

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work in accordance with the Basis of Payment in Annex A to a limitation of expenditure of \$ _____ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.

7.9.1.1 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. (*Insert le amount of Limitation of Expenditure from 7.9.1*) Customs duties are included 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 percent committed, or
 - b. four (4) 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.

7.9.2 Method of Payment

Advance Payment

Canada will pay the Contractor in advance the sum of \$_____ (50% of contract value) for the Work if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada.

7.9.2 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

7.10 Invoicing Instructions

Due to Covid-19, Invoices shall be submitted using **the following method:**

E-mail:

nrcan.invoiceimaging-servicedimageriedesfactures.nrcan@canada.ca

Note: Attach "PDF" file. No other formats will be accepted



Please do not submit invoices using more than one method as this will not expedite payment.

Invoices and all documents relating to a contract must be submitted on the Contractor's own form and shall bear the Contract number: _____

Invoicing Instructions to suppliers: <http://www.nrcan.gc.ca/procurement/3485>

7.11 Certifications and Additional Information

7.11.1 Compliance

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

7.12 Applicable Laws

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

7.13 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) Professional Services – Medium Complexity;
- c) Annex A, Statement of Work;
- d) Annex B, Basis of Payment;
- e) Annex C, Requirements Concerning Application and Reporting of Pesticides;
- f) the Contractor's bid dated _____,

7.14 Foreign Nationals (Canadian Contractor)

SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)

7.15 Insurance Requirements

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.



7.16 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by [*the supplier or the contractor or the name of the entity awarded this contract*] respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.



ANNEX “A” - STATEMENT OF WORK

SW.1.0 TITLE

Growing early successional hardwoods for phytoremediation at 5-CDSB (Base Gagetown) 2021

SW.2.0 BACKGROUND

The 5-CDSB (commonly known as Canadian Forces Base Gagetown), Environmental Services Branch, is now targeting difficult-to-regenerate areas for land reclamation. In the mid-1990s, approximately 7000 hectares of forest were cleared as part of an initiative to open areas for training. Vegetation and topsoil was piled into long line berms. While vegetation has since regrown on the berms, the areas between the berms are sparsely vegetated treeless barrens, making them highly susceptible to erosion. Rain events have led to significant sedimentation in surrounding river systems, negatively affecting fish habitat, while the large tracts of barren land greatly reduced ecosystem services and wildlife habitat. In short, the approximately 7000 ha is heavily impacted and has been left as a denuded landscape. Natural Resources Canada is working with 5-CDSB Environmental Services Branch to examine and implement solutions to restore ecological functioning of these landscapes.

SW.3.0 OBJECTIVES

The growing season of 2022 will mark the third of ten years of scaling up operational reclamation planting on the difficult-to-regenerate sites at 5-CDSB. The objective of this contract is to sow and grow 350,000 early-successional hardwood seedlings in 2021, for out-planting in the spring of 2022.

SW.4.0 SCOPE OF WORK

SW.4.1 TASKS

Sowing seed:

Using containers with cell volume between 90 and 200 mL and standard forestry seedling medium (1:1 peat:vermiculite, or alternative if approved by Project Authority), sow seeds provided by NRCan in a total of 350,000 cells to produce 80,000 choke cherry (*Prunus virginiana*) and 270,000 green alder (*Alnus viridis* ssp. *crispa*) seedlings. The contractor may, only after consultation with and approval by the Project Authority, sow additional seed from New Brunswick sources of the two species, if needed in order to achieve the contracted numbers of delivered seedlings.

Growing seedlings:

Provide all necessary growing conditions (watering, fertilization, humidity, light) and pest control measures, to grow and bring to a healthy, dormant state, one-year old (1.0) seedlings: 80K choke cherry, 270K green alder seedlings, having full root plugs. Seedlings may be pruned for height mid-season, as required to reduce crowding or prevent disease, only after consultation with and approval by the Project Authority.

Pest management:

Use approved methods to control insect pests, fungal and other pathogens and disease vectors, to ensure health of seedlings. Any and all pesticide use must be in agreement with “Annex C - REQUIREMENTS CONCERNING



APPLICATION AND REPORTING OF PESTICIDES.” Contractor shall report to Project Authority all pesticides (insecticides, fungicides, other pest-control chemicals) used on the seedlings delivered.

Lifting, pruning, and boxing of seedlings:

When seedlings have a full root plug, and are known to be dormant and have dropped leaves, and when Contract Authority informs Contractor of the delivery date, all seedlings are to be trimmed to a height of 15 cm above root collar, lifted, then boxed, one species per box, with boxes clearly labelled as to species and number per box. Seedlings must be enclosed inside plastic bags within the boxes to prevent desiccation. Boxes must be made of plastic, rugged enough for delivery to the field. Seedlings are to be packed in boxes carefully, not over-packed or over-compressed, so as to maintain plug integrity and prevent physical damage to seedlings. Seedlings must only be boxed when Contractor is informed by the Project Authority; this is so that seedlings can be picked up by the transport company (as arranged by Contract Authority) and delivered to cold storage facilities immediately upon boxing, to avoid mold and other damage to seedling health.

SW.4.2 DELIVERABLES, MILESTONES, AND SCHEDULES

Tasks (details in SW.4.1 and 4.2)	Deliverables/Milestones	Timing/Schedule	Constraints
Sowing seed	Contractor delivers verbal or written report to Project Authority upon completion of sowing for 350,000 cells as per SW.4.1	May 2021	
Growing seedlings	Contractor provides monthly updates to Project Authority on health and status of seedlings. Specifically, there is to be at least but not limited to, reporting on: <ul style="list-style-type: none"> - pruning done, - disease or pest issues, - all pesticides applied, - successful establishment of full rooting plugs, - evidence of dormancy. 	June-October 2021	
Lifting and boxing of seedlings	Deliverable: 350,000 healthy, disease-free cold-hardened seedlings with good, full root plugs, and stems trimmed to 15 cm above root collar (as per SW.4.1), in sturdy plastic boxes and ready to ship.	October-November 2021, precise date to be set by Project Authority	

SW.4.3 Reporting Requirements

Contractor must provide an update to Project Authority when seed is sown, and monthly updates on the 15th of each month on progress. The Project Authority will schedule a phone call, or digital conference call through Teams, Zoom or other similar platforms, on or around the 15th of each month. Project Authority will be looking for survival



rates, and updates on any pests, or other challenges, as well as progress of plant growth. Project Authority reserves the right to do site visits, and track progress by physical inspection.

Contractor is to provide a status update on or about October 1, 2021 with the actual number of trees that are to be shipped, as number sown and number to be shipped may vary from natural mortality. Project authority will pay for the actual number shipped, up to 350,000 trees.

SW.4.4 Method and Source of Acceptance

All deliverables and services rendered under any contract are subject to inspection by the Project Authority. The Project Authority shall have the right to reject any deliverables that are not considered satisfactory, or require their correction before payment will be authorized.

SW.4.5 Specifications and Standards

The project authority will take delivery of seedlings that are healthy, well rooted, trimmed to 15 cm above root collar, and pest free. Trees are to be boxed in sturdy plastic nursery boxes, suitably rugged for delivery to the field; boxes must be lined with plastic bags. Boxes are to be clearly labeled with species and quantity in each box, and placed securely on pallets for shipping.

SW.5.0 OTHER TERMS AND CONDITIONS OF THE SOW

SW.5.1 Contractor's Obligations

In addition to the obligations outlined in Section 4 of this Statement of Work, the Contractor shall:

1. return any materials (if any were supplied; for example, sowing equipment, nursery boxes) belonging to NRCan upon completion of the Contract;
2. submit any written reports in hard copy and electronic (Microsoft Office Word or Adobe PDF) format;
3. participate in teleconferences, as needed;

SW.5.2 NRCan's Obligations

1. Provide seed that has been germination tested, in adequate quantity for sowing including multiple sowing per cell.
2. Notify Contractor of authorized shipper for transport of seedlings to cold storage facility and date of pick-up.
3. Inspect trees for quality.
4. Arrange for cold storage of seedlings. The Contractor is not responsible for cold storage of seedlings.

SW.5.3 Location of Work, Work Site and Delivery Point

Work is to be completed at Contractor's place of business. NRCan will take delivery of the seedlings at the Contractor's facilities.

SW.5.4 RISK ASSUMPTIONS



The contractor shall be responsible for damage to seedlings until NRCan takes delivery;

The contractor shall be responsible, until delivery, to maintain the quality and the viability of seedlings (including packaged seedlings);

The Contractor shall be responsible for being aware of and abiding by any and all federal Regulations applicable to nursery growing of forest seedlings, as laid out by CFIA at the following link:

<https://www.inspection.gc.ca/plant-health/eng/1299162629094/1299162708850>

If at any time prior to their delivery, pests or diseases are found which fall under CFIA regulations, the contractor must follow such regulations under the guidance of CFIA, and also inform the Project Authority of the pest or disease and action taken to conform to CFIA regulations. Any costs associated with such regulatory compliance shall be borne solely by the Contractor without right of compensation from NRCan.

NRCan 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.

SW.5.5 CONSTRAINTS

The successful Bidder must grow the seedlings at a nursery located in the Maritime Provinces (NB, NS, PEI), in order to allow the Contract Authority to make site visits and inspections as required, and in order to minimize shipping distance to the cold-storage facilities and planting locations which are located in the Maritimes.



ANNEX "B" - BASIS OF PAYMENT

(to be completed at contract award)



ANNEX "C" – REQUIREMENTS CONCERNING APPLICATION AND REPORTING OF PESTICIDES

To control pests and diseases, seedlings grown under the terms of this Agreement shall, when required, be treated only with Approved Pesticides. These Approved Pesticides must be registered for use under the federal Pest Control Products Act and Regulations; and must be approved for use on seedlings to be planted in New Brunswick under the provisions of the Pesticides Control Act and related Regulations, as administered by the Government of New Brunswick, Department of Environment and Local Government; and must be approved for such use by the regulatory body or bodies in the Province where they are applied during the growing of the seedlings for the work under this Contract.

For the Federal Pest Control Products Act (S.C. 2002, c.28) see the following link:

<https://laws-lois.justice.gc.ca/eng/acts/P-9.01/index.html>

For a summary of New Brunswick pesticide regulations, please see the Environment and Local Government web site at:

https://www2.gnb.ca/content/gnb/en/departments/elg/environment/content/land_waste/content/pesticide_management.html#provincial

Pesticide applications on seedlings must follow manufacturer's label recommendations.

If seedlings have been treated with pesticides within one month prior to shipping, the Contractor shall inform the Project Authority at least five (5) days prior to shipping, indicating latest date of application, rate of application and name of pesticide used.



APPENDIX “1” - EVALUATION CRITERIA

The Mandatory Criteria listed below will be evaluated on a simple pass/fail basis. Proposals which fail to meet the mandatory criteria will be deemed non-responsive.

The Bidder must demonstrate that it has the experience and the capacity to provide the seedling growing services required by Natural Resources Canada (NRCan) as per the Scope of Work (SW.4.0).

1. Technical Criteria

1.1 Mandatory Evaluation Criteria

Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
M1	<p>Facilities for Seedling production:</p> <p>The Bidder must provide a brief (maximum two (2) pages) written description of the nursery facility, to demonstrate it is capable of growing the required seedlings. The description should include the following elements:</p> <ul style="list-style-type: none"> • description of site, including any shipping/receiving facilities; • description of services and utilities, including any emergency power backup systems; • description of irrigation and fertilization systems; • description of greenhouse structures 		
M2	<p>Growing Regime</p> <p>The proposal must demonstrate that the Bidder has a growing protocol specific to forest species sowed. Written descriptions should be included for the following:</p> <ul style="list-style-type: none"> • Container style and cell volumes, for each species to be grown; • Sowing method, and any sowing equipment; • Growing medium and the mix of components; • Environmental control procedures and equipment, alarm system; • Watering and fertilization equipment and methods; • Pest management plan, including pesticides typically used 		
M3	<p>To demonstrate their relevant experience, the bidder must provide a minimum of three (3) examples of projects in the last five (5) years in which they grew early successional hardwood forest species for out-planting; each should be a brief written summary of the project no more than one (1) page in length, including the names of the species grown, quantities grown, and targeted planting location and purpose.</p>		

1.2 Evaluation of rated criteria



The criteria contained herein will be used by NRCan to evaluate each proposal that has met all of the mandatory criteria.

Proposals must achieve the stated minimum points required overall for the rated criteria to be assessed as responsive under the point rated technical criteria section; proposals not meeting the minimum required points will be deemed non-responsive.

Criterion ID	Point Rated Technical Criteria	Minimum Points /Maximum Points	Proposal Page #
R1	<p>Provide brief written report (1 page maximum) of experience growing relevant species, defined as Gray Birch (Bg), White Birch (Bw), Green Alder (Ag), Speckled Alder (As), Choke Cherry (Cc), Pin Cherry (Cp), Staghorn Sumac (Ss), Red Maple (Mr), Red Osier Dogwood (Dro), for outplanting in reforestation or land reclamation applications:</p> <p>2 points: Experience growing one (1) to three (3) relevant species.</p> <p>4 points: Experience growing four (4) to six (6) relevant species.</p> <p>6 points: Experience growing seven (7) to nine (9) relevant species.</p>	6	
R2	Overall proposal: the depth and detail of the proposal will be assessed for how well it demonstrates an understanding of the scope of the work, and of details required for successful growing of early successional hardwoods.	9	
Total points		15	
Minimum points required:		7	

Evaluation Grid for R2

BASIC	GOOD	SUPERIOR
3 points	6 points	9 points
<p>Proposal demonstrates only a basic understanding of the scope of the work in the context of early successional hardwoods</p> <p>Proposal lacks sufficient detail regarding past experience, growing facilities, and growing methods</p>	<p>Proposal demonstrates a good understanding of the scope of the work in the context of growing early successional hardwoods</p> <p>Proposal contains adequate detail regarding past relevant experience, growing facilities, and knowledge of growing methods.</p>	<p>Proposal demonstrates a thorough understanding of the scope of the work in context of growing early successional hardwoods.</p> <p>Proposal contains exceptional detail regarding past relevant experience, growing facilities, and</p>



<p>Significant weakness in proposal.</p> <p>Bid does not give confidence that contract deliverables will be met.</p>	<p>Any weaknesses in the proposal are not considered significant.</p> <p>Bid meets minimum standards required.</p>	<p>knowledge of the approach, methods, and tasks required for growing early successional hardwoods.</p> <p>No apparent weaknesses.</p> <p>Superior capability, bid should ensure delivery of quality seedlings.</p>
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APPENDIX “2” - FINANCIAL PROPOSAL FORM

FIRM UNIT RATE– Limitation of Expenditure

1. Fees

The all-inclusive firm unit rate for the completion of this project is in Canadian funds and does not include applicable taxes. Any Travel and Living Expenses and other miscellaneous expenses must be included in the firm price.

Species	Sowing Date	Delivery Date	No. Seedlings	*Unit price/seedling	Total Cost**
Choke cherry	May 15 2021	Nov 1, 2021	80,000	\$ _____	\$ _____
Green alder	May 15 2021	Nov 1, 2021	270,000	\$ _____	\$ _____
Total Tendered Price for Financial Proposal Evaluation (Taxes Extra) :					\$ _____

* FOR ANY ERRORS IN THE CALCULATION, THE UNIT COST RATE SCHEDULE WILL BE UPHELD.

NOTE:

**The Crown agrees to an advanced payment of \$____ (up to 50% of contract value) plus taxes upon sowing of seeds and the contractor’s submission of accurate and approved detailed invoice.

*The balance payable will be calculated based on actual number of trees delivered at completion of contract.