



Return Bids to:

Natural Resources Canada

Bid Receiving Natural Resources Canada
See herein for bid submission instructions

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

Issuing Office

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

Title Nursery Tree Seedling Growing Services 5 th Canadian Division Support Base Gagetown	
Solicitation No. – No de l'invitation NRCan- 5000066497	Date April 22, 2022
Requisition Reference No. 171774	
Solicitation Closes – L'invitation prend fin at – 02:00 PM Eastern Daylight Savings Time (EDT) on May 16, 2022	
Address Enquiries to: Julia.pace@NRCan-RNCan.gc.ca	
Telephone No. – No de telephone 902-719-4856	
Destination – of Goods and Services: Natural Resources Canada 1350 Regent Street Fredericton, NB E3B 5P7	
Security 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:	
Email:	
Name and Title of person authorized to sign on behalf of Vendor/Firm (type or print)	
_____ Signature	_____ Date



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION 5

1.1 INTRODUCTION 5

1.2 SUMMARY 5

1.3 DEBRIEFINGS..... 5

PART 2 - BIDDER INSTRUCTIONS 6

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS 6

2.2 SUBMISSION OF BIDS..... 6

2.3 ENQUIRIES - BID SOLICITATION..... 7

2.4 APPLICABLE LAWS 7

2.5 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD 7

PART 3 - BID PREPARATION INSTRUCTIONS..... 8

3.1 BID PREPARATION INSTRUCTIONS..... 8

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION..... 10

4.1 EVALUATION PROCEDURES 10

4.1.1 TECHNICAL EVALUATION..... 10

4.2 BASIS OF SELECTION..... 10

4.2.1 HIGHEST COMBINED RATING OF TECHNICAL MERIT AND PRICE 10

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION..... 12

5.1 CERTIFICATIONS REQUIRED WITH THE BID 12

5.1.1 INTEGRITY PROVISIONS - DECLARATION OF CONVICTED OFFENCES 12

5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION 12

5.2.1 INTEGRITY PROVISIONS – REQUIRED DOCUMENTATION 12

5.2.2 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - BID CERTIFICATION 13

5.2.3 STATUS AND AVAILABILITY OF RESOURCES 14

5.2.4 EDUCATION AND EXPERIENCE 14

5.2.5 FORMER PUBLIC SERVANT 14

5.2.6 ABORIGINAL DESIGNATION..... 16

PART 6 - SECURITY AND OTHER REQUIREMENTS..... 17

6.1 SECURITY REQUIREMENTS..... 17

PART 7 - RESULTING CONTRACT CLAUSES 18

7.1 STATEMENT OF WORK OR REQUIREMENT 18

7.2 STANDARD CLAUSES AND CONDITIONS 18

7.2.1 GENERAL CONDITIONS 18

7.3 DISPUTE RESOLUTION..... 18

7.4 SECURITY REQUIREMENTS..... 19

7.5 TERM OF CONTRACT 19

7.5.1 PERIOD OF THE CONTRACT..... 19

7.5.2 DELIVERY DATE..... 19



7.5.3	OPTION TO EXTEND THE CONTRACT	19
7.6	COMPREHENSIVE LAND CLAIMS AGREEMENTS (CLCAs).....	19
7.7	AUTHORITIES	19
7.7.1	CONTRACTING AUTHORITY	19
7.7.2	PROJECT AUTHORITY	20
7.7.3	CONTRACTOR'S REPRESENTATIVE	20
7.8	PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	20
7.9	PAYMENT	21
7.9.1	BASIS OF PAYMENT – LIMITATION OF EXPENDITURE	21
7.9.2	METHOD OF PAYMENT	21
7.10	INVOICING INSTRUCTIONS	22
7.11	CERTIFICATIONS AND ADDITIONAL INFORMATION.....	22
7.11.1	COMPLIANCE.....	22
7.12	APPLICABLE LAWS	22
7.13	PRIORITY OF DOCUMENTS	22
7.14	FOREIGN NATIONALS (CANADIAN CONTRACTOR OR FOREIGN CONTRACTOR)	23
7.15	INSURANCE	23
7.16	CONTRACT ADMINISTRATION.....	23
ANNEX A - STATEMENT OF WORK.....		24
ANNEX B - BASIS OF PAYMENT.....		30
ANNEX C - REQUIREMENTS CONCERNING APPLICATION AND REPORTING OF PESTICIDES.....		31
APPENDIX 1 - EVALUATION CRITERIA.....		32
1.2	EVALUATION OF RATED CRITERIA	33
APPENDIX 2 - FINANCIAL PROPOSAL FORM		36



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 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, grow, and pack for shipment to be delivered to cold storage a range of 350,000 to 400,000 early-successional hardwoods in the 2022 growing season.

This requirement will be from date of award to April 30, 2023 with two (2) option years.

1.2.1 This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

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 1 and 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: The only acceptable email address to use with epost Connect for responses to bid solicitation issued by PWGSC headquarters is: tpsgc.dgareceptiondessoumissions-abbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca, or, if applicable, the email address identified in the bid solicitation. The only acceptable email address to use with epost Connect for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation.
Insert: The only acceptable email address to use with epost Connect for responses to bid solicitation issued by NRCan is: procurement-approvisionnement@NRCan-RNCan.gc.ca
- **Under Subsection 2 of Section 20:** Not applicable

2.2 Submission of Bids

Bids must be submitted only to the Natural Resources Canada (NRCan) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation.

Only bids submitted using epost Connect service will be accepted.

At least 48 hours before the bid solicitation closing date, it is necessary for the Bidder to send an email requesting to open an epost Connect conversation to the following address:
procurement-approvisionnement@NRCan-RNCan.gc.ca

Note: Bids will not be accepted if e-mailed directly to this address. This e-mail address is to be used to open an ePost Connect conversation, as detailed in the Standard Instructions [2003 \(Subsection 2 of Section 08\)](#), or to send bids through an ePost Connect message if the bidder is using its own licensing agreement for ePost Connect.

IMPORTANT: It is requested that you write the bid solicitation number in “Subject” of the email:



NRCan – 5000066497 Nursery Tree Seedling Growing Services

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

The onus is on the Bidder to ensure that the bid is submitted correctly using epost Connect service. Not complying with the 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.

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

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 Five (5) 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)
- Section IV: Additional Information (one (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.

Section IV: Additional Information

In Section IV of their bid, bidders should provide:



1. the 1st page of this RFP signed with their legal name;
2. the name of the contact person (provide also this person's mailing address, phone numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid.



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

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

4.2 Basis of Selection

4.2.1 Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 31 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 55 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.



The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd



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 \(https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/25#integrity-provisions\)](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](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 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 \(http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](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: 2019-01](#) 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
_____	_____
_____	_____

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.



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 OR Requirement

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 \(2021-12-02\)](#), 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 April 30, 2023 inclusive.

7.5.2 Delivery Date

All the deliverables must be received on or before November 30, 2022.

7.5.3 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor before the contract expiry date. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

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: Procurement Specialist
Organization: Natural Resources Canada
Address: 1 Challenger Drive, Dartmouth, Nova Scotia
Telephone: 902-719-4856
E-mail address: Julia.pace@nrcan-rncan.gc.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:
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:
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: 2019-01](#) 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

7.9.2.1 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.

AND



7.9.2.2 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work (the remaining value) in accordance with the payment provisions of the Contract 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;
- c. the Work delivered has been accepted by Canada.

7.10 Invoicing Instructions

Invoices shall be submitted using **the following method**:

E-mail:

Invoicing-Facturation@nrcan-rncan.gc.ca

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

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 (2021-12-02) 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 OR Foreign Contractor)

SACC Manual clause A2000C _____ (*insert date*) Foreign Nationals (Canadian Contractor)

OR

SACC Manual clause A2001C _____ (*insert date*) Foreign Nationals (Foreign Contractor)

7.15 Insurance

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

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 (*insert "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

5th Canadian Division Support Base Gagetown Nursery Tree Seedling Growing Services.

SW.2.0 BACKGROUND

The 5th Canadian Division Support Base (CDSB) Gagetown is located 40 km south of Fredericton, New Brunswick, and covers over 1,100 square kilometers of land owned by the Department of National Defence (DND). The management of the natural resources and environment on this property is the responsibility of DND’s Environmental Services Branch (ESB).

In the mid-1990s, approximately 7000 hectares of forest were cleared as part of an initiative to open areas for training. These clearings form a complex network of small channels and large openings where all vegetation and topsoil were pushed 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.

ESB has formed a partnership with Natural Resources Canada (NRCan), to examine and implement solutions to restore the ecological function of these landscapes.

SW.3.0 OBJECTIVES

NRCan requires the services of a supplier for the production of hardwood tree seedlings scheduled for outplanting in the Spring of 2023. The objective is to sow and grow in one season a range of 350,000 to 400,000 early successional hardwood seedlings. There may be an ongoing requirement; therefore optional years will be built into this contract for an additional range of 350,000 to 400,000 for a Spring plant in 2024 and 2025.

The growing period shall begin on or about May 2022, and seedlings shall be ready for cold storage by November 30, 2022. The contract includes sowing, growing, packaging for transport, and shipping to a cold storage facility in the Maritime Provinces.

SW.4.0 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. Table 1 refers to the approximate numbers of seedlings (in thousands) by species to be grown.

Table 1: Numbers of seedlings (in thousands) by species to be grown.

Scientific name	Species common name(s)	Maximum container cell size (cc)	Number of seedlings to be grown in 2022 (K)**	Details of seed to be provided by NRCan
Acer rubrum	Red maple	200	50	Cold stratified, germination tested, some germinants



Alnus incana ssp. rugosa	Speckled alder	110	40	Pelletized, germination tested
Alnus viridis ssp. crispa	Green alder	110	100	Pelletized, germination tested
Betula papyrifera	White birch	110	50	Pelletized, germination tested
Betula populifolia	Gray birch	110	60	Pelletized, germination tested
Cornus sericea	Red Osier dogwood	110	-	-
Prunus pensylvanica	Pin cherry	110	15	Cold stratified, germination tested, some germinants
Prunus virginiana	Choke cherry	110	15	Cold stratified, germination tested, some germinants
Quercus rubra	Red oak	200	-	-
Rhus typhina	Staghorn sumac	110	25	Heat-scarified, germination tested, ready to germinate
Total:			355	

Species quantities and resulting Total (between 350,000 and 400,000) agreed to may change in optional additional years, if any optional years are exercised.

SW.4.1 TASKS

Sowing seed:

The Contractor is responsible for:

- Providing all necessary materials for, and carrying out all aspects of the culture, maintenance, and growing for the seedlings;
- Using standard forestry seedling medium (1:1 ratio of peat: vermiculite, or alternative if approved by the Project Authority);
- Sowing seeds provided by NRCan between approximately May 1 to June 15 (exact dates will be determined in consultation with the Project Authority based on weather, grower’s knowledge of species requirements, seed availability and delivery times.
- Ensuring plug cell volumes used for each species grown meet the specifications outlined in Table 1.

Any alternate containers/cell sizes will be used only after prior agreement with Project Authority. The Contractor may, only after consultation with and approval by the Project Authority, sow additional seed from New Brunswick sources of the agreed-upon species, if needed to achieve the contracted numbers of delivered seedlings.

Growing seedlings:

The Contractor must 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 ready for packaging



and cold storage in the fall (November) of each growing year. 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.

Lifting, pruning, boxing, and shipping of seedlings:

At the end of the growing season and when the Project Authority informs the Contractor of the delivery date to the cold storage facility (Maritime Provinces), the Contractor must ensure all seedlings:

- Have a full root plug, are known to be dormant, and have dropped their leaves;
- Are pruned to a height of 15 cm above the root collar;
- Are free of diseases, pests, chlorosis, contaminants, and mechanical damage;
- Are in a morphological and physiological condition that is acceptable to the Project Authority;
- Are lifted and boxed (one species per box) with boxes clearly labeled as to species, container type indicating plug size, and number of seedlings;
- Are enclosed inside plastic bags within the boxes to prevent desiccation;
- Are packed in boxes carefully, not over-packed or over-compressed, to maintain plug integrity and prevent physical damage to seedlings;
 - All boxes must be rugged enough for delivery to the field, and be securely closed. Acceptable box types will be: Wax-impregnated corrugated cardboard of at least 32 ECT rating; un-waxed double-walled corrugated cardboard, of at least 200 lb test rating; hard-walled reusable plastic boxes.
 - Each box must be clearly and securely labeled as to name of Contractor’s tree nursery, species, container/plug type, and number of seedlings inside.
 - Full boxes are to be securely placed on pallets for shipment.
- Are arranged and shipped in a climate-controlled vehicle trailer that is adequate to maintain healthy, cold-dormant seedlings during shipping.

The Project Authority will communicate to the Contractor the details of pallet sizes and capacities at time of identifying the cold storage facility. NRCan agrees this cold storage facility will be located in the Maritime Provinces.

Pest management:

Use approved methods to control insect pests, fungal and other pathogens, and disease vectors, to ensure the health of seedlings. All pesticide use must be in agreement with “Annex C – Requirements concerning Application and Report of Pesticides”. The Contractor shall report to the Project Authority all pesticides (insecticides, fungicides, other pest-control chemicals) used on the seedlings delivered.

SW.4.2 DELIVERABLES, MILESTONES, AND SCHEDULES

Tasks	Deliverables/Milestones	Timing/Schedule	Constraints
-------	-------------------------	-----------------	-------------



Sowing seed	The Contractor delivers a written report to the Project Authority upon completion of sowing for the number of cells and species as per Table 1.	May to mid-June of the growing year.	
Growing seedlings	The Contractor provides monthly updates to the Project Authority on the health and status of the 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 of the growing year.	
Lifting, boxing, and shipping of seedlings	Deliverable: healthy, disease-free cold-hardened seedlings with good, full root plugs, and stems trimmed to 15 cm above root collar, in sturdy boxes, meeting the minimum specifications outlined in SW.4.1 above. Each box must be clearly and securely labeled as to name of Contractor's tree nursery, species, container/plug type, number, in boxes securely on pallets, safely shipped to the identified cold storage facility in the Maritimes.	November of the growing year, precise date to be set by the Project Authority.	

SW.4.3 Reporting Requirements

The Contractor must provide updated written (email) reports to the Project Authority at the specified dates:

- When the seed is sown, which must include the number and type (including plug volume) of containers sown for each species, and dates sown.
- On the 15th of each month during the growing season (May-October). The Project Authority may schedule a phone call, or digital conference call through Teams, Zoom, or other similar platforms. The Project Authority will be looking for survival rates, and updates on any pests, or other challenges, as well as the progress of plant growth.
- At the end of the growing year (approximately October 15) provide the actual number of trees that are to be shipped.
- A final report, within 10 business days of shipment of packed seedlings for cold storage, detailing species packed and shipped, with numbers broken out by species and container type and cell or plug volumes used, as well as details of each box packed. This information must be reported in tables found at Annex D.



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. The Project Authority reserves the right to do site visits, and track progress by physical inspection. NRCan will pay for the actual number of seedlings shipped safely to the identified and agreed to cold storage facility.

SW.4.5 Unforeseen Limitations

All species on the list may or may not be grown in any given growing year. The Contractor and the Project Authority, in advance to allow for infrastructural arrangements, will agree to a detailed list of species and quantities of species for a given growing year.

The number of seedlings to be grown in 2022 (Table 1) are approximate targets for each species and are shown to indicate typical species mix agreed to by the Contractor. NRCan recognizes that seed germination and seedling survival are never 100%, with industry standards typically planning for achieving 92-95% of targets. As such, the Contractor may with prior agreement from the Project Authority make minor adjustments to numbers by species, as seed allows, to achieve total number of seedlings.

NRCan will pay the seedling unit price only for seedlings delivered, not for cells sown.

SW.5.0 OTHER TERMS AND CONDITIONS OF THE S.O.W.

SW.5.1 Contractor's Obligations

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

- Return any materials (if any were supplied; for example, sowing equipment, reusable nursery boxes) belonging to NRCan upon completion of the Contract;
- Submit any written reports in hard copy and electronic (Microsoft Office Word or Adobe PDF) format, and;
- Participate in teleconferences, as needed.
- The Contractor shall be responsible for damage to seedlings until NRCan takes delivery at the cold storage facility.
- 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 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 before seedling delivery, pests or diseases are found that fall under CFIA regulations, the Contractor must follow such regulations under the guidance of CFIA, and 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 the 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.5.2 NRCan's Obligations

NRCan will:

- Provide seed that has been germination tested in adequate quantity for sowing including multiple sowing per cell;
- Arrange for cold storage of seedlings at a facility within the Maritime Provinces;
- Notify the Contractor of the shipping address of the cold storage facility by Sept 1 of the growing year, and;
- Inspect trees for quality.

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

Work is to be completed at the Contractor's place of business. NRCan will take delivery of the seedlings once delivered to the cold storage facility identified by the Project Authority, located within the Maritime Provinces.

SW.5.4 Constraints

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



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

Bidders are advised to address these criteria in the following order and in sufficient depth in their proposals to enable a thorough assessment. NRCan’s assessment will be based solely on the information contained within the proposal. NRCan may confirm information or seek clarification from bidders.

Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the criteria will not be considered demonstrated for the purpose of this evaluation.

The Bidder should provide complete details as to where, when (month and year) and how (through which activities/responsibilities) the stated qualifications/experience were obtained. Experience gained during formal education shall not be considered work experience. All criteria for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.

Bidders are also advised that the month(s) of experience listed for a project whose time frame overlaps that of another referenced project will only be counted once. For example: project one time frame is July 2001 to December 2001; project two time frame is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

1. Technical Criteria

1.1 Mandatory 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.

Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
M1	<p><u>Facilities for Seedling production:</u></p> <p>The Bidder MUST provide a written description of the nursery facility to demonstrate it is capable of growing and delivering the required seedlings, as outlined in R1.</p> <p>NOTE: The description should be described in a maximum of one (1) page</p>		
M2	<p><u>Growing Regime</u></p> <p>The proposal MUST include a detailed growing regime for sowing and growing the forest species as listed in the SOW.</p>		



Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
M3	<p>The bidder MUST provide a minimum of four (4) examples of projects within the last seventy-two (72) months from the date of bid closing in which they grew early successional hardwood forest species for out-planting. Each example MUST include the following details:</p> <ul style="list-style-type: none"> the names of the species grown quantities grown, targeted planting location and purpose, and lessons learned and applied about growing the given hardwood species. <p>NOTE: The described should be within a two(2) page length</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.

Proposals will be evaluated based on the following criteria:

Criterion ID	Evaluation Criteria and Point Criteria	Maximum Points	Points earned
R1	<p>Facilities</p> <p>Suppliers will be awarded the points below up to a maximum of 20 points.</p> <p>The Bidder should demonstrate is capable of growing and delivering the required seedlings:</p> <p>Greenhouse-enclosed growing space:</p> <ul style="list-style-type: none"> Under 50K square feet: 1 points 50K – 150K square feet: 2 points > 150K square feet: 3 points <p>Irrigation supply:</p> <ul style="list-style-type: none"> Single source (municipal, single well, pond): 1 point Multiple sources (municipal, multiple wells and/or ponds): 3 points <p>Irrigation:</p> <ul style="list-style-type: none"> Hand watering, sprinklers: 1 point 	20	



	<ul style="list-style-type: none"> - Overhead watering only: 2 points - Overhead watering and irrigation carts: 4 points <p>Emergency power:</p> <ul style="list-style-type: none"> - Generators only: 2 points - Gas-powered pumps and heaters as well as generators: 4 points <p>Environmental monitoring and alarms:</p> <ul style="list-style-type: none"> - Temperature monitoring only: 1 point - Temperature and soil moisture monitoring, no alarms: 2 points - Temperature and/or soil monitoring, with alarms: 3 points <p>Shipping/receiving details:</p> <ul style="list-style-type: none"> - Forklift or skid steer for loading/unloading: 2 points - Dock facilities: 3 points 		
<p>R2</p>	<p>Growing Regime</p> <p>The Bidder should demonstrate their growing regime:</p> <p>Containers:</p> <ul style="list-style-type: none"> - <u>1 point for each type of container available for growing, max of 5 points</u> as specified in SW.4.0. <p>Sowing:</p> <ul style="list-style-type: none"> - Hand sowing only: 1 point - Automated sowing equipment available: 2 points <p>Species specific growing plan:</p> <ul style="list-style-type: none"> - <u>1 point for each species-specific detailed plan</u> referenced in SW.4.0 Scope of Work, to max of 5 points. <p>Pest management plan:</p> <ul style="list-style-type: none"> - Single approach (pesticide, biological, cultural control): 1 point - Integrated Pest management plan, 2 approaches: 2 points - IPM, 3 approaches: 3 points 	<p>15</p>	
<p>R3</p>	<p>Written report</p> <p>The bidder should demonstrate in 1 page maximum their experience of 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>Note: the bidder can use the project examples and add-on as required from M3.</p> <p>2 points: Experience growing one (1) to three (3) relevant species.</p> <p>5 points: Experience growing four (4) to six (6) relevant species.</p> <p>10 points: Experience growing seven (7) to nine (9) relevant species.</p>	<p>10</p>	



R4	<p>Overall Proposal</p> <p>The depth and detail of the proposal will be assessed for how well it demonstrates an understanding of the scope of the work and details required for successful growing of early successional hardwoods, as well as evidence of improvements in hardwood growing techniques based on lessons learned.</p> <p>This criterion will be evaluated according to the evaluation grid below</p>	10	
Total points available:		55	
Minimum points required to pass is 31 points:			

Evaluation Grid for R4

BASIC	GOOD	SUPERIOR
3 points	6 points	10 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>Significant weakness in proposal.</p> <p>Bid does not give confidence that contract deliverables will be met.</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>Any weaknesses in the proposal are not considered significant.</p> <p>Bid meets minimum standards required.</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 knowledge of the approach, methods, and tasks required for growing early successional hardwoods. Lessons have been learned and applied from past experience, demonstrating attention to excellence.</p> <p>No apparent weaknesses.</p> <p>Superior capability, bid should ensure delivery of quality seedlings.</p>



APPENDIX 2 - FINANCIAL PROPOSAL FORM

FIRM UNIT PRICE – Limitation of Expenditure

1. Fees

Bidder tendered all-inclusive Unit price to perform the work in Canadian funds, applicable taxes excluded. Any Travel and Living Expenses, shipping expenses, and other miscellaneous expenses must be included in the Unit price.

Table 1 - Contract period for growing season 2022

Species	^Sowing Date	^Delivery Date	No. Seedlings (in thousands)	*Unit price/seedling	Total cost
Red maple	May 15, 2022	Nov. 15, 2022	50	\$ _____	\$ _____
Speckled alder	May 15, 2022	Nov. 15, 2022	40	\$ _____	\$ _____
Green alder	May 15, 2022	Nov. 15, 2022	100	\$ _____	\$ _____
White birch	May 15, 2022	Nov. 15, 2022	50	\$ _____	\$ _____
Gray birch	May 15, 2022	Nov. 15, 2022	60	\$ _____	\$ _____
Red Osier dogwood	May 15, 2022	Nov. 15, 2022	1	\$ _____	\$ _____
Pin cherry	May 15, 2022	Nov. 15, 2022	15	\$ _____	\$ _____
Choke cherry	May 15, 2022	Nov. 15, 2022	15	\$ _____	\$ _____
Red oak	May 15, 2022	Nov. 15, 2022	1	\$ _____	\$ _____
Staghorn sumac	May 15, 2022	Nov. 15, 2022	25	\$ _____	\$ _____
Estimated total price:					\$ _____

Table 2 - Optional period - Growing season 2023

Species	^Sowing Date	^Delivery Date	No. Seedlings (in thousands)	*Unit price/seedling	Total cost
Red maple	May 15, 2023	Nov. 15, 2023	50	\$ _____	\$ _____
Speckled alder	May 15, 2023	Nov. 15, 2023	40	\$ _____	\$ _____
Green alder	May 15, 2023	Nov. 15, 2023	100	\$ _____	\$ _____
White birch	May 15, 2023	Nov. 15, 2023	50	\$ _____	\$ _____
Gray birch	May 15, 2023	Nov. 15, 2023	60	\$ _____	\$ _____
Red Osier dogwood	May 15, 2023	Nov. 15, 2023	1	\$ _____	\$ _____
Pin cherry	May 15, 2023	Nov. 15, 2023	15	\$ _____	\$ _____
Choke cherry	May 15, 2023	Nov. 15, 2023	15	\$ _____	\$ _____
Red oak	May 15, 2023	Nov. 15, 2023	1	\$ _____	\$ _____



Staghorn sumac	May 15, 2023	Nov. 15, 2023	25	\$ _____	\$ _____
Estimated total price:					\$ _____

Table 3 - Optional period - Growing season 2024

Species	^Sowing Date	^Delivery Date	*No. Seedlings (in thousands)	**Unit price/seedling	Total cost
Red maple	May 15, 2024	Nov. 15, 2024	50	\$ _____	\$ _____
Speckled alder	May 15, 2024	Nov. 15, 2024	40	\$ _____	\$ _____
Green alder	May 15, 2024	Nov. 15, 2024	100	\$ _____	\$ _____
White birch	May 15, 2024	Nov. 15, 2024	50	\$ _____	\$ _____
Gray birch	May 15, 2024	Nov. 15, 2024	60	\$ _____	\$ _____
Red Osier dogwood	May 15, 2024	Nov. 15, 2024	1	\$ _____	\$ _____
Pin cherry	May 15, 2024	Nov. 15, 2024	15	\$ _____	\$ _____
Choke cherry	May 15, 2024	Nov. 15, 2024	15	\$ _____	\$ _____
Red oak	May 15, 2024	Nov. 15, 2024	1	\$ _____	\$ _____
Staghorn sumac	May 15, 2024	Nov. 15, 2024	25	\$ _____	\$ _____
Estimated total price:					\$ _____

Price of the bid – subject to a limitation of expenditure

Table 1 - Contract period for growing season 2022	\$ _____
Table 2 - Optional period - Growing season 2023	\$ _____
Table 3 - Optional period - Growing season 2024	\$ _____
Tables 1, 2 and 3 = Total Tendered Price for Financial Proposal Evaluation :	\$ _____

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

^Sowing Date and Delivery Date are approximate, and given only as a guide; exact dates may change to a minor degree, and will be by prior agreement between the Contractor and the Project Authority.

*The number of seedlings to be grown in 2022, shown in Table 1 and above, are approximate targets for each species, and are shown to indicate typical species mix agreed to by Contractor. NRCan recognizes that seed germination and seedling survival are never 100%, with industry standards typically planning for achieving 92-95% of



targets. As such, Contractor may with prior agreement from Project Authority make minor adjustments to numbers by species, as seed allows, to achieve Total number of seedlings.

Note: The Crown agrees to an advanced payment of \$_____ (up to 50% of contract value) plus taxes upon sowing of seeds for each growing season 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.