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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.

By signing its bid, the bidder confirms that they have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and certifies that:

1. The Bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the bid solicitation;
2. This bid is valid for the period requested in the bid solicitation;
3. All the information provided in the bid is complete, true and accurate; and
4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.



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, the Insurance Requirements, and any other annexes and attachments.

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

1.2 Summary

Natural Resources Canada (NRCan) is looking to carry out restoration services to rehabilitate the previously forested land base on 5 Canadian Division Support Base Gagetown (CDSB). The objective is to select a restoration Contractor to plant 572,000 seedlings (Table 1 within the SOW) in the Spring of 2023. It is estimated that there will be four (4) option periods.

Based on weather conditions, the estimated start date to plant is April 24th, 2023. The Contract must be completed within four (4) weeks from the original start date. The estimated end date is May 20th, 2023.

1.2.1 This bid solicitation allows bidders to use the CPC 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 (2022-03-29) 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 “PWGSC”
Insert: “Natural Resources Canada.” and “NRCan”
- **At 02 Procurement Business Number:**
Delete: “Suppliers are required to”
Insert: “It is suggested that suppliers”
- **At 08 Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service, article 1:**
Delete: in its entirety
- **At 08 Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service, article 2a:**
Delete: : The only acceptable email address to use with CPC Connect for responses to bid solicitations issued by PWGSC headquarters is: tpsgc.pareceptiondessoumissions-apbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca. or, if applicable, the email address identified in the bid solicitation.
Insert: The only acceptable email address to use with CPC Connect for responses to bid solicitation issued by NRCan is: procurement-appvisionnement@NRCan-RNCan.gc.ca
- **At 08, Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service, article 2b:**
Delete: “six business days”
Insert: “five business days”
- **At 20, Further information, article 2b:**
Delete: in its entirety



2.2 Submission of Bids

Bidders must submit all proposals using the Canada Post Canada (CPC) Connect service. 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.

Bids must be submitted no later than the date and time indicated on page 1 of the bid solicitation.

Only bids submitted using CPC Connect service will be accepted.

At least five (5) business days before the bid solicitation closing date, it is necessary for the Bidder to send an email requesting to open CPC Connect conversation to the following address:

procurement-provisionnement@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 CPC Connect conversation, as detailed in the Standard Instructions [2003 \(article 08, paragraph 2\)](#), or to send bids through CPC Connect message if the bidder is using its own licensing agreement for CPC Connect.

Note 2: Send as early as possible in order to ensure a response, Requests to open a CPC Connect conversation received after that time may not be answered.

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

NRCan – 5000072578 - Restoration Planting 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 CPC 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 email, mail or facsimile to NRCan will not be accepted.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to



comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable 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.

2.4 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.

2.5 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.

2.6 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.

2.7 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

The Bidder must submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The CPC Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

Canada requests that the Bidder submits its bid in separately saved documents as follows:

- Section I: Technical Bid
- Section II: Financial Bid
- Section III: Certifications
- Section IV: Additional Information

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through CPC Connect service, the wording of the electronic copy provided through CPC Connect service will have priority over the wording of the other copies.

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- 1) Include all environmental certification(s) relevant to your organization (e.g., ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g., Forest Stewardship Council (FSC), ENERGYSTAR, etc.)

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.

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 evaluation criteria and financial proposal.
- (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
 - a. the required minimum of 72 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 120 points.
2. Bids not meeting (choose "(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, 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.

5.1.2 Additional Certifications Required with the Bid

5.1.2.1 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 supplier 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
- Our Company is an Aboriginal Firm, as identified above.

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/Board of Directors:

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](#) website.

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

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

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.

5.2.3.2 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.

5.2.3.3 Former Public servant

<p>Former Public Servants</p> <p>See the Article in Part 2 of the bid solicitation entitled "Former Public Servant for a definition of "Former Public Servant".</p>	<p>Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"</p>
	<p>Is the Bidder a FPS who received a lump sum payment under the terms of the Work Force Adjustment Directive?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"</p>

On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:

1. The Bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the bid solicitation;
2. This bid is valid for the period requested in the bid solicitation;
3. All the information provided in the bid is complete, true and accurate; and
4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.

SIGNATURE for CERTIFICATION

The Contractor certifies having read and understood the information included in the present document and acknowledges receipt.

Signature of Authorized Representative

Date

Name



PART 6 - SECURITY AND OTHER REQUIREMENTS

6.1 Security Requirements

There are no security requirements associated with this requirement.

6.2 Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex C.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.



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

[2010C \(2022-12-01\)](#), General Conditions - Medium Complexity - Services, apply to and form part of the Contract. [If applicable, replace references to Public Works and Government Services Canada (PWGSC) with Natural Resources Canada (NRCan)]

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

7.3 Security Requirements

7.3.1 There is no security requirement applicable to the Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of contract award to April 1st, 2024 inclusive.

7.4.2 Work Completion Date (based on planting season)

This planting season must be completed on or before May 20, 2023.

7.4.3 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional Planting seasons 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 prior to the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.5 Authorities

7.5.1 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@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.

7.5.2 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.

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

Name:
Title:
Organization:
Address:



Telephone:
Facsimile:
E-mail address

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Payment

7.7.1 Basis of Payment – Firm Unit Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price as specified in Annex B for a cost of \$ _____ *insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.

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

7.7.2 Method of Payment

Single Payment

Canada will pay the Contractor upon completion and delivery of the Work 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.

7.8 Invoicing Instructions

Invoices shall be submitted by email only:

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>

7.9 Certifications and Additional Information

7.9.1 Compliance

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

7.10 Applicable Laws

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

7.11 Priority of Documents

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

- a) the Articles of Agreement;
- b) the general conditions [2010\(C\)](#) 2022-12-01 - Services (medium complexity);
- c) Annex A, Statement of Work;
- d) Annex B, Basis of Payment;
- e) Annex C, Insurance Requirements;
- f) Annex D, 5 CDSB Spill Brochure and Spill Reporting form;
- g) Annex E, UXO Training Document;
- h) Annex F, 5 CDSB Range Control E2 and UXO Waiver;
- i) Annex G, Planting Quality Inspection Guide;
- j) the Contractor's bid dated _____,

7.12 Foreign Nationals (Canadian Contractor)

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

7.13 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.



The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa-opo.gc.ca.

7.14 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".



ANNEX “A” - STATEMENT OF WORK

SW.1.0 TITLE

5th Canadian Division Support Base Gagetown Restoration Planting Services for Natural Resources Canada/Planting Unit 14-105, 13-107, 20-110.

SW.2.0 BACKGROUND

The 5th Canadian Division Support Base Gagetown (see SW.6.1 Relevant Terms, Acronyms, and Glossaries) 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-1990’s, approximately 7000 hectares of forest were cleared as part of an initiative to open areas for training. These clearings form a complex network of 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.

ESB has identified areas within the Range Training Area (RTA) that require restoration and has formed a partnership with Natural Resources Canada (NRCan), as part of their due diligence to rehabilitate the forested land base.

The NRCan objectives as stated by DND’s Environmental Services Branch are to:

- Decrease sedimentation and erosion;
- Increase carbon sequestration where there has been virtually none for the past 25 years;
- Deploy more deciduous early successional hardwood species to reduce fire risk;
- Assess possibilities for biomass production for bioenergy;
- Address contaminated or compacted sites through research and development;
- Focus attention on the eventual return of normal ecological services and functions.

Diversity:

Natural Resources Canada is committed to making our Department more inclusive for everyone and fostering an equitable workplace culture that values diversity and creates an environment that is welcoming and rewarding for all. We encourage the businesses that work with us to reflect these values. More information can be found at:

<https://www.canada.ca/en/government/publicservice/wellness-inclusion-diversity-public-service/diversity-inclusion-public-service2.html>

SW.3.0 OBJECTIVES



NRCan is seeking out a restoration Contractor to carry out tree planting for 572,000 seedlings (Table 1) within the RTA in the spring of 2023. The Contract must start with approval from the Project Authority and DND Contact as soon as the ground is snow/frost free. The estimated start date is April 24th, 2023. The Contract must be completed within four (4) weeks from the original start date. The estimated end date is May 20th, 2023.

SW.4.0 PROJECT REQUIREMENTS

Tasks/Activities	Deliverables/Milestones	Timing/ Schedule	Constraints
UXO Training	Deliverable to the Project Authority and DND Contact: <ul style="list-style-type: none"> Completed and signed Un-Exploded Explosive Ordnance (UXO) Training for all staff entering the RTA. 	Before the start of planting	None.
Pre-Work	Deliverable to the Project Authority and DND Contact: <ul style="list-style-type: none"> A list of foreperson and quality checkers' names and contact information prior to commencing Work. 	Before April 24 th	None.
Daily Tree Planting Operation	Deliverable to the Project Authority: <ul style="list-style-type: none"> Daily production summary and Planting Unit summary (including allocation and geographical distribution of tree species planted, and; shapefiles of areas planted. Daily reports via email, notifying whether the seedlings are moldy, dry, flushed, damaged, or otherwise unhealthy. 	April 24 th - May 20 th	<ul style="list-style-type: none"> Air temperature less than 4°C. Wind speed greater than 35 km/h. Frozen soil more than ½ inches deep. Snow cover greater than 2". Less than 50% relative humidity. Unforeseen DND training exercise requirements.
Tree Planting	Milestone: <ul style="list-style-type: none"> Plant the Seedlings according to the Specifications and Standards outlined in SW.4.4. 	April 24 th - May 20 th	
Planting Quality Inspection	Deliverable to the Project Authority: <ul style="list-style-type: none"> Implement a planting quality inspection program consistent with the standards set out in 	April 24 th - May 20 th	None.



	British Columbia's Planting Quality Inspection Guide. <ul style="list-style-type: none"> · Provide all data including GPS coordinates of the inspection program. 		
Contract Completion	<p>Milestone:</p> <ul style="list-style-type: none"> · All trash and debris from planting operations are removed from the RTA. · All provisions of this Contract are fulfilled. 	May 20 th	None.

Table 1. Seedlings provided by NRCan.

Latin	Plug Type	Number
<i>Betula papyrifera</i>	45	3,600
	67	68,525
	Jiffy	9,073
<i>Betula populifolia</i>	67	14,350
	Jiffy	30,233
<i>Acer rubrum</i>	45	56,800
	Large Stock Pellet (36x100)	47,970
<i>Quercus rubra</i>	60 Cell Rootmaker Trays	14,000
<i>Prunus pensylvanica</i>	45	2,543
	60 Cell Rootmaker Trays	1,500
<i>Prunus virginiana</i>	45	4,257
	Jiffy	1,412
	60 Cell Rootmaker Trays	1,000
<i>Alnus virdis</i>	67	19,874
	Jiffy	58,580
	3065 Pellet	126,900
Alnus incana ssp	67	31,000
	Jiffy	7,645
<i>Rhus typhina</i>	67	12,075
<i>Pinus resinosa</i>	3065 Pellet	60,663
		572,000

***Disclaimer**

Trees grown for this contract come from several Greenhouses, using multiple brands and size containers. The actual brand and size of the container may vary from the above table. Actual species proportions may vary based on NRCan availability.

SW.4.2 Reporting Requirements

The Contractor shall:

- Check in and out daily with Range Control, and acquire vehicle permits as required;



- Submit all written reports in hard copy and electronic Microsoft Office Word or Corel WordPerfect format;
- Attend meetings with stakeholders, if necessary;
- Participate in teleconferences, as needed, and;
- Attend meetings at NRCan sites if required.

SW.4.3 Method and Source of Acceptance

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

SW.4.4 Specifications and Standards

Delivery of Seedlings

NRCan will be responsible for providing refrigerated semi-trailers (reefers) to the Worksite for local seedling storage. The delivery location of the reefer is specified on the Unit Maps, see Map 2 and 3

Responsibility for Seedlings

The Contractor shall account for all seedlings provided by NRCan and shall assume responsibility for their care from the time of delivery to the reefer storage location. Any seedling overruns from planting Units shall be planted in designated overflow areas to be determined by the Project Authority and DND Contact.

The Contractor shall ensure that seedlings, either loose or in boxes, are at all times stored and handled in a manner to prevent damage from freezing, overheating, rapid temperature fluctuations, excess moisture, drying, physical injury, and exposure to injurious substances.

Transporting Seedlings from Reefer to Planting Unit on 5th CDSB Gagetown

When transporting seedlings, the Contractor shall ensure:

- Seedling boxes are handled gently without throwing or dropping;
- Travel time is reduced to a minimum; as much as possible, to cool periods of the day (i.e., mornings and evenings);
- Seedling boxes are not exposed to the sun;
- Transport vehicles are refrigerated, have reflective lined boxes to moderate temperature increases, or the cargo area is adequately protected from the sun and other heat sources, and is well ventilated, and;
- Suitable, reflective-type tarps (i.e. silvicool) in good condition are used to cover seedling boxes.

Seedling Storage



The Contractor may store up to one-half day's supply of seedlings in main field caches, in a location at or near the worksite where natural cooling is available (i.e. standing timber, snow patches, small gullies), provided:

- Seedling box temperatures do not exceed levels specified by the Project Authority;
- Such storage locations are cool and shady;
- Seedlings are protected from the sun and rain with a suspended tarp, and;
- Seedling boxes are separated in a manner that permits air circulation around each box.

If these provisions cannot be met then the Contractor shall, daily, transport each day's seedling supply from a storage facility or refrigerated trailer where the aforementioned provisions can be met.

The Contractor is responsible for ensuring that:

- Seedling boxes are stored in such facilities in a manner that permits air circulation around each box;
- No seedling boxes will be left overnight or on days off unless approved by the Project Authority and DND Contact;
- No individual boxes of seedlings are stored longer than necessary; stock shall be withdrawn from storage in the same order as received, and;
- The reefer trailer is maintained at its specified operating temperature. The Contractor is also responsible for purchasing and maintaining fuel for the reefer trailer to maintain its continuous operation. The Contractor must have a spill kit and handle fuel with caution. Any spill must be reported using the 5 CDSB Spill Brochure procedures (See Annex D).

Waste by Contractor

Dumping, discarding, mishandling, damaging, or otherwise wasting seedlings shall be considered a breach of contract. The Contractor shall:

- Dispose of all debris (i.e., tree bags, paper, wrappers, rubber bands, disposable seedling containers, etc.) by delivering them to a disposal or recycling site as directed by the Project Authority and DND Contact at the conclusion of the planting project, and;
- Return all reusable seedling containers to the trailer reefer location specified on the Planting Unit Map, See Maps 2 and 3.

Planting - General Requirements

The Contractor shall:

- Plant the seedlings specified in the area prescribed by NRCan. Maps will be provided that defines the area to be planted, however, it should be noted that these areas could be subject to change and revised based on the use of the Range Training Area by DND. Any updated, or revised map of the area to be planted will be provided at the earliest convenience, either before or during planting, and;
- Select Planting Spots with Microsites that are most conducive to the survival and growth of seedlings as described by the Project Authority and DND Contact during the spring 2023 Pre-Work with the Contractor.



Acceptable Microsites and Plantable Spots

Where available, the Contractor shall select the following microsites as Plantable Spots:

- Mineral soil, well-decomposed organic material or, an acceptable mixture of both;
- The top of raised ground (ex. hummock, mounds);
- Hollows and shallow depressions;
- Close proximity to obstacles (for protection from frost/wildlife);
- The north-east side of acceptable shading objects (for protection from the sun);
- Down slopes of stumps and logs;
- Free of grass. Any selected microsite that has grass species present shall have a minimum of 3 inches boot or shovel screef applied to remove the grass species present;
- Other microsites as discussed with the Project Authority and DND Contact during the site visit.

Area Treated with Straw

Some of the areas proposed to be planted have been treated with 5-10 cm of straw. This restoration technique has been shown to create more favourable growing conditions for improved vegetation growth and survival through increased nutrient availability and soil moisture, regulating soil temperatures, and reducing the severity of frost heave on newly planted seedlings. It has also been used to ameliorate poor dry sites and improve soil activity through the cultivation and loosening of soil, preventing soil sealing and promoting infiltration. The Contractor should follow the guidelines described below:

- Trees must be planted in mineral soil, well-decomposed organic material, or an acceptable mixture of both below the straw layer. The straw layer is not an acceptable planting medium.
- The straw layer is to remain around the planting spot, it should not be screefed off. If the straw layer is removed to access the soil beneath it to plant the tree, it needs to be replaced after the tree is planted.

Unacceptable Microsites

Unless otherwise specified, unacceptable microsites are:

- Stumps and poorly decomposed rotten logs;
- Flooded areas or areas subject to flooding (except willow and speckled alder seedlings);
- Any area within two meters of the edge of the running surface of major access roads or as otherwise designated on the Unit map;
- Any area under overhead obstacles that could interfere with seedling growth;
- Any location with UXO, bullets, discarded training debris, etc.

Acceptable Naturals

Some areas will require interplanting among previously planted seedlings, naturally established seedlings, or overstory trees. Acceptable existing regeneration may be either coniferous or broadleaved species and do not have a minimum size or quality standard for meeting density and stocking requirements. Tree species that are acceptable naturals include birch, willow, alder, cherry, maple, pine,



spruce, fir, aspen, ash, oak, maple, etc. The Contractor shall clarify with the Departmental Representative about acceptable naturals prior to starting the planting contract.

Spacing and Density of Seedlings

Spacing restrictions apply to the distance between any combination of planted trees and acceptable natural trees. The Contractor shall select each planting spot according to the planting prescription. The actual spacing between trees may vary from the prescribed spacing to take advantage of the most suitable microsite.

- The target planted density is 40,000 stems per hectare.
- The minimum intertree spacing has not been defined due to the variability of existing acceptable naturals.

Planting Specifications

The Contractor shall ensure:

- The planting hole is deep enough and wide enough so that the entire root system may be fully accommodated in a natural vertical position and a natural arrangement;
- Seedlings are planted so that the roots and stem are aligned along a vertical axis;
- The top of the plug is entirely buried, and the root collar is at or below the surface of the planting medium with no branches or needles buried, and;
- The planting hole is filled with acceptable medium and firmly tamped so that no air pockets are left, and the seedling will not pull loose with a gentle tug.

Trees not to be Planted

Seedlings that are moldy, dry, flushed, damaged, or otherwise unhealthy shall not be planted. The Contractor must notify the Project Authority and DND Contact as soon as possible via email, and those trees shall not be planted without written approval.

Handling of Seedlings during Planting

The Contractor shall ensure:

- Seedlings are not root or top pruned or culled without the approval of the Project Authority and DND Contact;
- Seedlings sustain no physical damage from scarring, bending crushing, root stripping, or other causes;
- Planting bags are in good condition and designed for the seedlings being planted;
- All pouches of planting bags have reflective cooling liners and are closed tightly to avoid excess exposure to air and sun;
- Seedling roots are kept moist while inside planting bags, and;
- Seedlings are removed from the protection of the planting bag one at a time and immediately prior to planting.



SW.4.5 Technical, Operational and Organizational Environment

5 CDSB Range Standing Orders - 2018 Edition (See Annex E)

The RSO details regulations governing the control and use of 5 CDSB and Range and Training Area (RTA) and applies to all personnel, military or civilian entering the training area for any purpose. The Contractor must be familiar with and adhere to all RSO as outlined within Appendix 7 - Annex A - RSO - 2018 Edition, Annex E. In addition, the Contractor must follow all verbal and written rules by Environmental Services Branch (ESB) and Range Control and understand that:

- Range Control has the ability to limit, or not allow access without prior warning;
- ESB has the authority to complete inspections to confirm there are no environmental concerns/compliance issues on site;
- NRCan will not be held responsible for lost Work days because of areas being closed by Range Control, and;
- Should issues arise with RTA access or conditions, communicate with DND Contact.

Known Field Safety Hazards

This Contract is on a Military Base that has unexploded ordinances (UXOs) that can cause injury or death; due diligence is required. Access to the RTA during operational periods must be coordinated with ESB. The Contractor is required to complete mandatory UXO training, receive authorization from ESB and sign a liability waiver for 5 CDSB Gagetown (Appendix 6 - Annex A - UXO Training Document) see Annex F.

The following known field safety hazards associated with this project have been identified: Note this list does not identify routine safety hazards associated with forestry operations:

- Rolling logs, rocks, and debris may present hazards to the operator;
- Wildlife within the RTA; and
- Bumps, dips, obstacles, and puddles of primary and secondary access roads.

SW.5.0 OTHER TERMS AND CONDITIONS OF THE SOW

SW.5.1 Contractor's Obligations

Indigenous Involvement

Efforts should be made to utilize local Indigenous businesses and resources. Personnel should include Indigenous persons and training opportunities to maximize Indigenous involvement.

Safety Briefing

The Project Authority will liaise with The Department of National Defence (DND) for a mandatory DND Safety Briefing (as per DND protocol) with the Contractor. This safety briefing will be located at 5 CDSB, exact location will be provided prior to the spring Pre-Work at a mutually agreed date and time.



Site Personnel

Before commencing operations on Work sites, the Contractor must notify the Project Authority and DND Contact of the name of the person(s) who will be responsible for supervising operations (Project Supervisor) on those sites and who will be always present on site. In the event the Project Supervisor is not on site, they must notify the Project Authority and DND Contact of any change to the Project Supervisor or alternate immediately.

Equipment

The Contractor shall have or have access to, at a minimum, the following equipment:

- Spill response kits;
- All petroleum, oils, and lubricants (POL's) required for maintaining the reefer, ATV's and all other motorized equipment;
- A vehicle that transports seedlings with a covered, unheated compartment. Tarps are not an acceptable covering for transport;
- Several main cache tarps/ropes etc. Individual cache tarps in good condition are required for all planting crew members;
- Seedling container repair tape;
- Planting shovels for each worker, with minimum blade dimensions of 12 centimeters wide and 28 centimeters long. The only acceptable method of planting is by spade or shovel. The use of pottiputki is prohibited;
- Planting bags with reflective liners;
- GPS units for quality checkers' and foreman;
- All-terrain vehicles (ATVs);
- Emergency response kits;
- Fire tools;
- First aid equipment in accordance with [Worksafe NB](#).

Protection of the Environment and Wildlife

If the Contractor encounters circumstances such as weather conditions or site factors where the Contractor knows or should reasonably know that proceeding with the Work may directly or indirectly cause environmental damage, the Contractor shall:

- Immediately suspend such Work;
- Immediately advise the Project Authority and DND Contact of the suspension and circumstances;
- Not proceed with such Work until the Project Authority and DND Contact so instructs; and
- Upon the instruction to proceed with such Work, do so in accordance with the Project Authority and DND Contact's instructions. Work around any identified wildlife nests and be mindful to not destroy habitat or harass wildlife.

Fire Protection

The Contractor must:



- Take extreme caution to prevent unintentional fire from occurring on, or about the Work Area;
- Ensure no personnel smokes except in areas that are free of or fully cleared of all flammable material, and;
- Ensure that fire tool equipment is to be consistent with NB Wildfire Regulations located at: [RSNB 2014, c 110 | Forest Fires Act | CanLII](#)

COVID-19

The Contractor is responsible for following relevant health guidelines and those of 5 CDSB on Covid-19. NRCan is not responsible for lost time, delays, or incomplete Work, in the event that 5 CDSB limits access due to Covid-19.

SW.5.2 NRCan's Obligations

The Departmental Representative will:

- Supply the Contractor with seedlings in a cold storage reefer;
- Supply the Contractor with maps and diagrams for each Planting Unit;
- Provide the approximate species allocation in each Planting Unit;
- Be available for consultation as and when required;
- Coordinate with the DND Contact and Contractor the mandatory UXO Brief, and;
- Implement a quality inspection program that is consistent with the [Province of British Columbia's Planting Quality Inspection Guide](#).

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

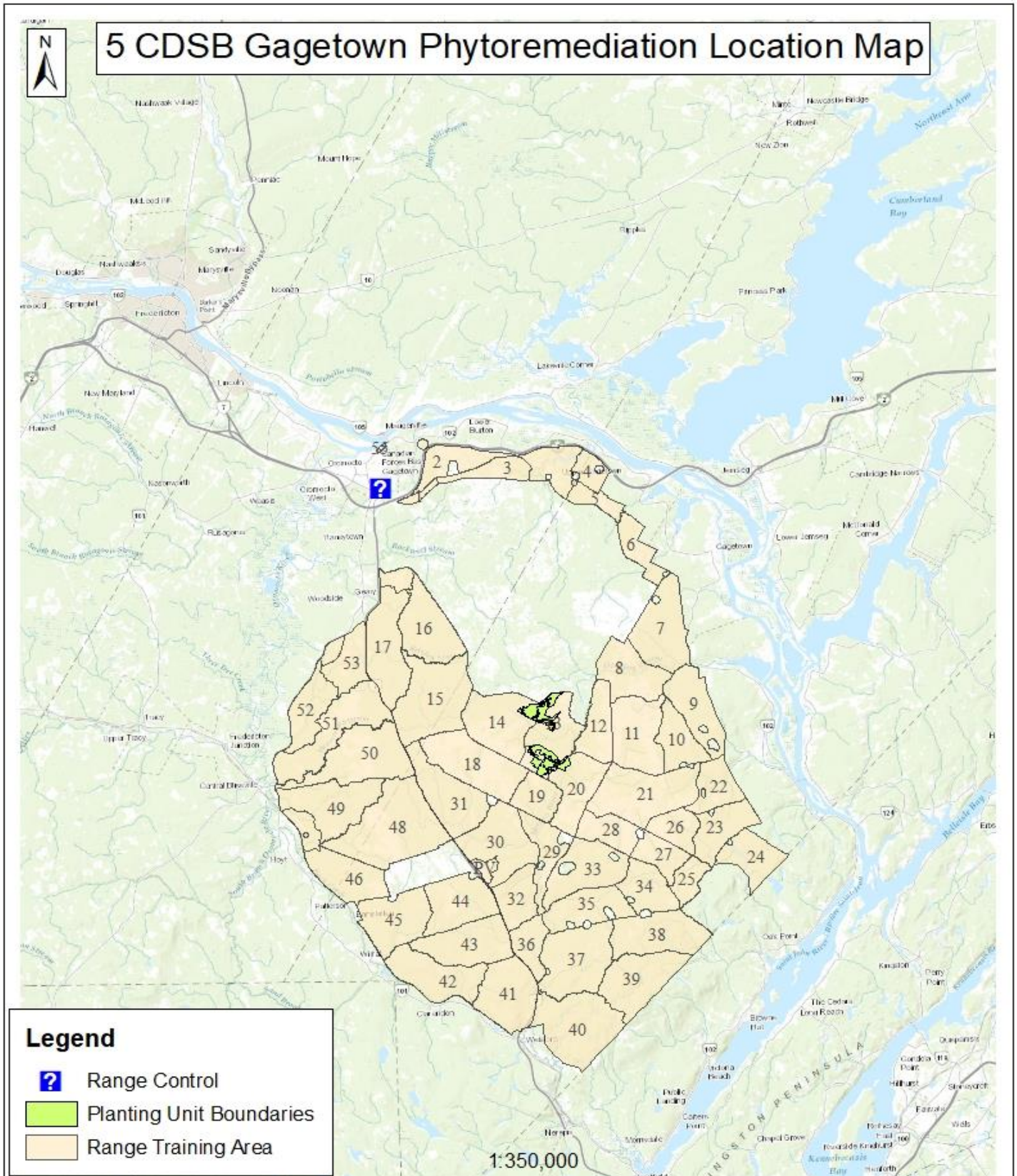
Range Control in Oromocto, New Brunswick is located at 100 Broad Rd, Oromocto, NB, E2V 4J5.

SW.6.0 APPLICABLE DOCUMENTS AND GLOSSARY

SW.6.1 Applicable Documents

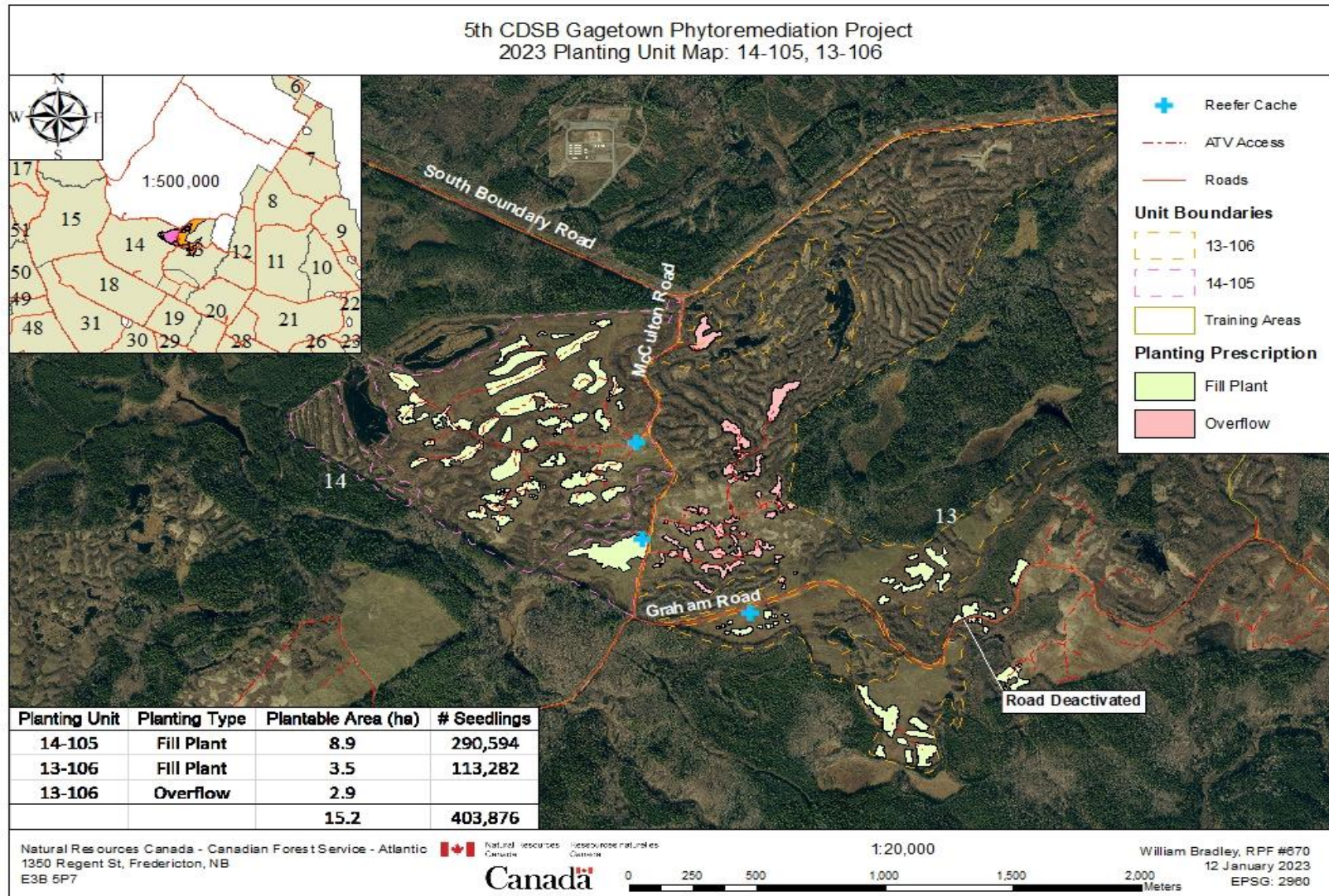


Map 1



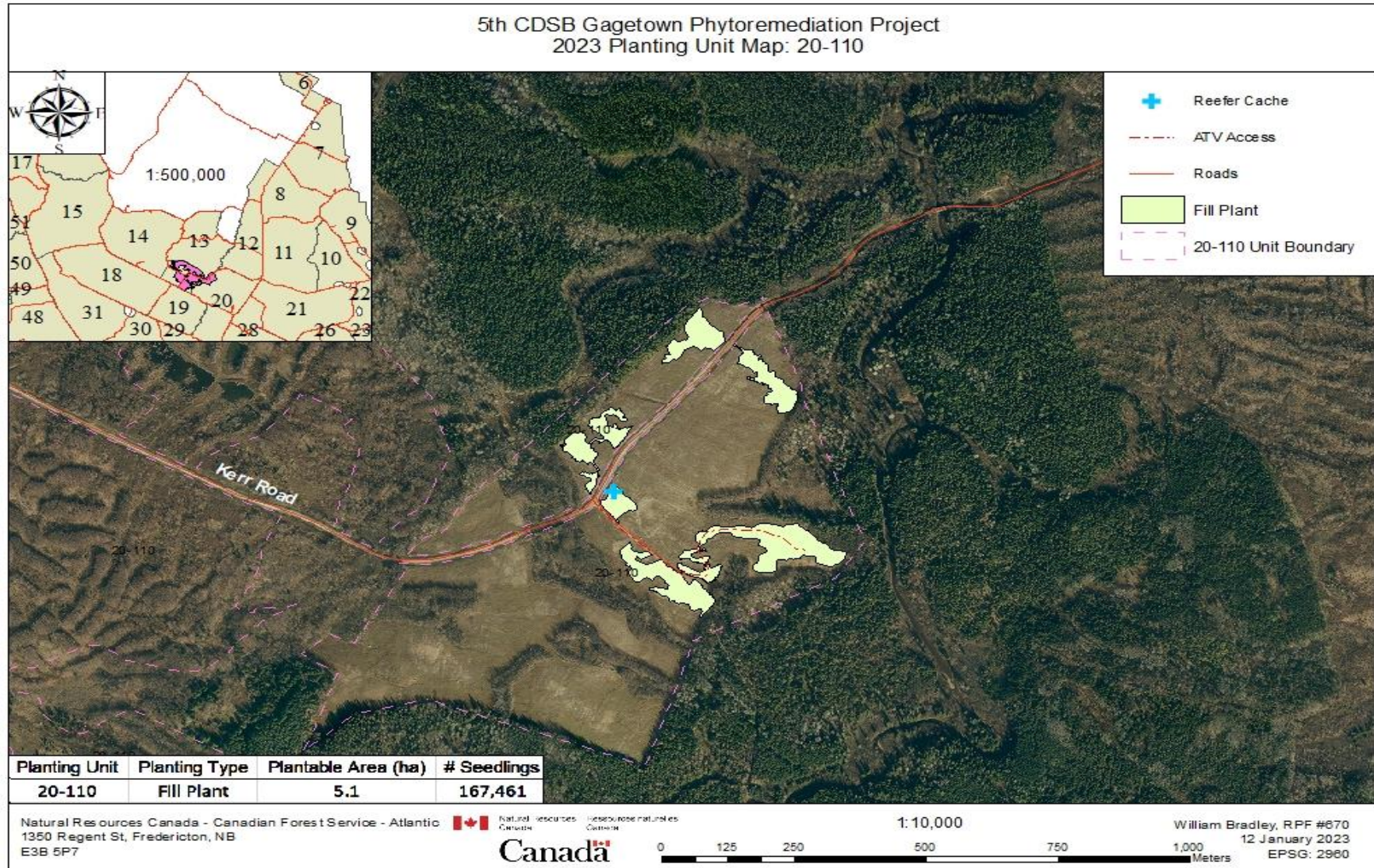


Map 2





Map 3





SW.6.1 Relevant Terms, Acronyms, and Glossaries

5 CDSB – 5th Canadian Division Support Base Gagetown

CFS – Canadian Forest Service

Contractor – Person(s), firm, or company engaged with CFS to complete the terms of this contract.

Departmental Representative – The CFS staff person(s) identified in the Pre-Work who performs the Plant Quality Inspections, approves Work, manages the Work Schedule, and assists with the Seedling distribution.

DND - Department of National Defense

ESB - Environmental Services Branch

NRCan - Natural Resources Canada

RTA - Range and Training Area

Planting Unit - The individual geographical area on which Work will be done.

Plant Quality Inspections - A systematic field measurement used by the Departmental Representative to assess and rate the Contractor's performance.

Pre-Work - The meeting between NRCan and the Contractor after the award of the contract and before the commencement of Work. Its purpose is to agree upon logistics and the Work Schedule.

Seedlings - Young trees either that are supplied by CFS, or which are already growing within the Planting Units.

UXO - Unexploded Explosive Ordnance

Work - Includes all activities performed by the Contractor, from the time Seedlings are delivered to the reefer location, to the time when Seedlings have been planted in the Unit(s).

Work Schedule - The approved order and timeline for how the requirements of this contract, including Work on individual Units or groups of Units, will be fulfilled by the Contractor.



ANNEX “B” - BASIS OF PAYMENT

(to be completed at contract award)



ANNEX "C" - INSURANCE REQUIREMENTS

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents
 - o. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.



For other provinces and territories, send to:

*Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.



ANNEX “D” –5 CDSB SPILL PROCEDURES AND SPILL REPORTING FORM (SEE ATTACHMENT)



ANNEX “E” – UXO TRAINING DOCUMENT (SEE ATTACHMENT)



ANNEX “F” – 5 CDSB RANGE CONTROL E2 AND UXO WAIVER (SEE ATTACHMENT)



ANNEX “G” – PLANTING QUALITY INSPECTION GUIDE (SEE ATTACHMENT)



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	Comments:
M1	<p>Firm Experience</p> <p>The Firm MUST have a minimum of three (3) seasons (May-September) of experience within the past eight (8) years that includes timber licensee(s) and/or conducting reforestation work.</p> <p>The Firm must demonstrate this experience by listing, in chronological order, the type of work, the licensee it was for, a brief description of the work, and the length of time the work was completed.</p>	



<p>M2</p>	<p>Project Supervisor/Manager</p> <p>The Bidder MUST provide a qualified project supervisor/manager.</p> <p>The project supervisor/manager MUST have the following qualifications to be demonstrated by submitting a résumé:</p> <ul style="list-style-type: none"> • A minimum of five (5) planting seasons of project supervision experience. • At least six (6) planting seasons of tree planting industry experience. 	
<p>M3</p>	<p>Foreperson(s)</p> <p>The Bidder MUST provide resumes off all forepersons who will be supervising planting crews. The foreperson MUST have the following qualifications:</p> <ul style="list-style-type: none"> • A minimum of two (2) planting seasons of foreperson experience. • A minimum of five (5) planting seasons of tree planting industry experience. <p>For a crew of fifteen (15) or less, the Bidder MUST provide one (1) full-time, nonplanting Foreperson to supervise crews.</p> <p>For crews of 16+ tree planters, the Bidder MUST provide two (2) full-time supervising Forepersons to supervise crews.</p>	
<p>M4</p>	<p>Tree Runners</p> <p>The Bidder MUST demonstrate that they will provide a minimum of 2 full-time Tree Runners with a Résumé for each who will be responsible for the delivery of trees and keeping tree handling/stock tracking records current.</p> <ul style="list-style-type: none"> • The Tree Runners MUST have a minimum of one (1) season of tree planting experience. • The Foreperson(s) may also be proposed a Tree Runner. 	
<p>M5</p>	<p>Quality Checker</p> <p>The Bidder MUST provide a minimum of one (1) experienced full-time Quality Checker.</p> <p>The Quality Checker MUST have a minimum two (2) seasons of tree planting experience and two (2) seasons with quality checking experience to be demonstrated within a Résumé.</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	Score	Max. Points	Proposal Page #	Comments
R1	<p>Tree Handling Procedures</p> <p>The Bidder should specify the tree handling procedures as it relates to the Statement of Work.</p>	<p>In order to demonstrate, the Bidder should include the following details:</p> <ul style="list-style-type: none"> • The methods to ensure seedling box temperatures do not exceed the levels specified by the Project Authority. [3 points] • Procedures that describe how seedlings will be handled outside of the reefer. [3 points] • A daily monitoring program for seedling temperature and moisture levels within the reefer [3 points]. • A daily monitoring program of the reefer temperature. [3 points] • A seedling box sign out/marketing system at the reefer. [2 points] • The methods to ensure protection of seedlings during transportation from the reefer to the field caches within the planting units. [2 points] • The methods to ensure protection of seedlings in field caches. [2 points] • The methods to ensure the protection of seedlings while in the planting bags and during planting. [2 points] 	20		



Criterion ID	Point Rated Technical Criteria	Score	Max. Points	Proposal Page #	Comments
R2	<p>First Aid</p> <p>The Bidder should provide a detailed description of how they will provide first aid services in accordance with WorkSafe NB.</p> <p>https://ohsguide.worksafenb.ca/topic/firstaid.html - LEG 4:ScheduleNumber:A</p>	<p>In order to demonstrate the Bidder should include the following details:</p> <ul style="list-style-type: none"> • An emergency communication procedure that describes how to contact assistance and the directions to place of employment. [2 points] • A transportation procedure that describes arrangements for the transportation of injured or ill employees from the place of employment to the nearest health care facility. [2 points] • A means of two-way voice communication with emergency medical services. [2 points] • A list of designated employees to act as first aid providers along with their first aid training certificate. [2 points] • A description of first aid kits that meet the CSA standard CSA Z11220-17. [2 points] 	10		
R3	<p>Equipment Inventory</p> <p>The Bidder should provide a list of the additional equipment they will provide while meeting minimum specifications as described in the attached Statement of Work.</p>	<ul style="list-style-type: none"> • Automated External Defibrillator. [2 point] • A UTV with safety roll cage. [3 points] • An adequate shelter such as an enclosed tent when handling seedlings outside of the reefer. [3 point] • Water tanks and pumps for ensuring seedlings are moist and cool. [3 point] • Avenza Maps for all planters. [2 point] 	13		



Criterion ID	Point Rated Technical Criteria	Score	Max. Points	Proposal Page #	Comments
R4	<p>Contractor / Firm</p> <p>Experience on similar projects that include one (1) or more major reforestation projects of at least 400,000 seedlings.</p>	<p>Point Rated as follows:</p> <ul style="list-style-type: none"> 3 or more - less than 5 seasons experience. [5 points] 5 or more - less than 7 seasons experience. [7 points] For more than 7 seasons of experience. [10 points] 	10		
R5	<p>Project Team</p> <p>Amount of resources to be dedicated to tree planting.</p>	<ul style="list-style-type: none"> 12 - 15 tree planters. [5 points] 16 - 20 tree planters. [10 points] 21+ tree planters. [15 points] 	15		
R6	<p>Start Date</p> <p>The Bidder should specify their starting date availability.</p> <p>Note: It is necessary for UXO Training to be completed two (2) days prior to the start of planting.</p>	<ul style="list-style-type: none"> From award of Contract and before April 24th. [20 points] before April 26th - May 1st. [10 points] After May 1st. [5 points] 	20		
R7	<p>Diversity</p> <p>The Bidders should demonstrate the following corporate activities they have implemented to promote anti-racism and diversity within their organisation:</p>	<p>Maximum 2 points for each activity.</p> <p>0 pts = the bidder does not address. 2 pts =The bidder has fully described the activity and provided supporting documents as evidence.</p>	12		



Criterion ID	Point Rated Technical Criteria	Score	Max. Points	Proposal Page #	Comments
	<p>a. The bidder has internally published policies or commitments on anti-racism and inclusiveness;</p> <p>b. The bidder has publicly available organisational commitments to a diverse workforce;</p> <p>c. The bidder’s employees are mandated to take mandatory training on anti-racism</p> <p>d. The bidder’s employees are mandated to take unconscious bias training;</p> <p>e. The bidder has developed internal staffing and/or recruitment strategy(ies) to increase representation of underrepresented groups in their workforce.</p> <p>Supporting Documents:</p> <p>The bidder should provide details of the following activities.</p> <p>For activities described in a. and b. (policy and commitments), the bidder should provide copies of policy or commitment documents including their effective date.</p> <p>For activities described in c. and d. (training), the bidder should provide the name of the course and the service provider; if developed internally, a copy of the course outline.</p> <p>For activities described in e. (staffing), the bidder should provide copies of job posting, or other staffing/recruitment documents demonstrating compliance with the rated criteria.</p>	<p>1 pts = The bidder has provided information on the existence of the activity but does not provide sufficient detail or supporting documents.</p> <p>Additional Points (Max 2 pts):</p> <p>2 pts - Bidder has demonstrated at least the existence of 4 out of 5 activities.</p> <p>1 pts – Bidder has demonstrated at least 2 of the 5 activities.</p>			



Criterion ID	Point Rated Technical Criteria	Score	Max. Points	Proposal Page #	Comments
R8	<p>Proposal</p> <p>The depth and detail of the proposal will be evaluated for how well it demonstrates an understanding of the size and scope of the work, and of the approach and details required for successful planting at this scale and under these conditions.</p>	See Evaluation Grid (below)	20		
Total Points Available (Bidder must have a minimum of 72 points to pass)			120		

Evaluation Grid for R9		
BASIC 5 points	GOOD 10 points	SUPERIOR 20 points
<p>Proposal demonstrates only a basic understanding of the scope of the work in the context of land reclamation tree planting.</p> <p>Proposal lacks sufficient detail regarding past experience, equipment, staff and resources.</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 land reclamation tree planting.</p> <p>Proposal contains adequate detail regarding past relevant experience, equipment, staff and resources.</p> <p>Any weaknesses in the proposal are not considered significant.</p> <p>Bid meets the minimum standards required.</p>	<p>Proposal demonstrates a thorough understanding of the scope of the work in context of land reclamation tree planting.</p> <p>Proposal contains exceptional detail regarding past relevant experience, equipment, staff and resources.</p> <p>No apparent weaknesses.</p> <p>Superior capability, bid should ensure delivery of quality tree planting.</p>



APPENDIX “2” - FINANCIAL PROPOSAL FORM

1. Firm Unit Price

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

*** THE LEVEL OF EFFORT (QUANTITY) PRESENTED HEREIN IS USED FOR EVALUATION PURPOSES ONLY AND IT IS NOT A COMMITMENT BY CANADA.**

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

Initial contract period

Description	Unit Cost per seedling **	Approximate quantity of Seedlings Planted, for Evaluation *	Total Costs (Applicable Taxes Excluded)
Fixed Unit Price	\$ _____	572,000	\$ _____
A) Total Tendered Price (Taxes Extra):			\$ _____

Option period 1

Description	Unit Cost per seedling **	Approximate quantity of Seedlings Planted, for Evaluation *	Total Costs (Applicable Taxes Excluded)
Fixed Unit Price	\$ _____	700,000	\$ _____
B) Total Tendered Price (Taxes Extra):			\$ _____

Option period 2

Description	Unit Cost per seedling **	Approximate quantity of Seedlings Planted, for Evaluation *	Total Costs (Applicable Taxes Excluded)
Fixed Unit Price	\$ _____	700,000	\$ _____
C) Total Tendered Price (Taxes Extra):			\$ _____



Option period 3

Description	Unit Cost per seedling **	Approximate quantity of Seedlings Planted, for Evaluation *	Total Costs (Applicable Taxes Excluded)
Fixed Unit Price	\$ _____	700,000	\$ _____
D) Total Tendered Price (Taxes Extra):			\$ _____

Option period 4

Description	Unit Cost per seedling **	Approximate quantity of Seedlings Planted, for Evaluation *	Total Costs (Applicable Taxes Excluded)
Fixed Unit Price	\$ _____	700,000	\$ _____
E) Total Tendered Price (Taxes Extra):			\$ _____

Total Tendered Price for Financial Proposal Evaluation from A, B, C, D, and E (Taxes Extra):	\$ _____
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