



Return Bids to - Retourner les soumissions à :

Indigenous Services Canada (ISC) / Services aux Autochtones Canada (SAC)

Email address / adresse courriel:

soumissionbid@sac-isc.gc.ca

Request for Standing Offer (RFSO)

Proposal to Indigenous Services Canada (ISC)

We hereby offer to sell to His Majesty the King in right of Canada, as represented by the Minister of Indigenous Services 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 thereof.

Demande d'offres à Commandes (DOC)

Proposition aux Services aux Autochtones Canada (SAC)

Nous offrons par la présente de vendre à Sa Majesté le roi chef du Canada, représenté par le Ministre des Services aux Autochtones Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexées, au(x) prix indiqué(s).

Page 1 of - de 32	
Subject - Sujet	
Nursery Tree Seedling Growing Services 2024-2025	
Solicitation / Client Reference No. - N° de l'invitation / N° référence du client	
1000253199	
Date (YYYY/MM/DD) - Date (AAAA/MM/JJ)	
2023-10-25	
GETS Reference No. - N° de reference de SEAG	
Solicitation Closes - L'invitation prend fin	Time Zone - Fuseau horaire
at - à : 11 :00am on - le : November 09, 2023/ 9 novembre 2023	EDT - HAE
Address inquiries to - Adresser toutes questions à:	Buyer ID - ID de l'acheteur
Miriam.Britel@sac-isc.gc.ca	DK4
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur
873-355-2463	N/A - S.O.
Destination of Goods, Services, and Construction - Destination des biens, services et construction	Delivery Required - Livraison exigée
See herein - Voir dans la présente	See herein - Voir dans la présente
Security Requirements - Exigences relatives à la sécurité	
No - Non	

Vendor/Firm Information / Information du fournisseur / de l'entrepreneur

(Include signed copy with bid - Prière d'inclure une copie dûment signé avec la proposition)

Vendor/Firm Name - Raison social et adresse du fournisseur / de l'entrepreneur:	Name and title of person authorized to sign on behalf of Vendor/Firm - Nom et titre de la personne autorisée à signer au nom du fournisseur / de l'entrepreneur
Address - Adresse:	Name - Nom:
Telephone No. - N° de téléphone:	Title - Titre:
Facsimile No. - N° de télécopieur:	<p>► _____</p> <p>Signature Date (YYYY/MM/DD) - Date (AAAA/MM/JJ)</p>

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement applicable to the Contract.

1.2 Statement of Work

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

1.3 Debriefings

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

1.4 Trade Agreements

The requirement is not subject to the provisions of Trade Agreements.

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation with the following adaptations:

- a) References to Public Works and Government Services Canada (PWGSC) are replaced by the Department of Indigenous Services Canada (ISC);
- b) Subsection 3. a. of Section 01 Integrity Provisions – Bid of the Standard Instructions [2003](#) incorporated by reference above are deleted in their entirety and replaced with the following:
Insert:
 3.
 - a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the *Ineligibility and Suspension Policy*. During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names.
- c) Section 03 is amended as follows:
Delete: “Pursuant to the *Department of Public Works and Government Services Act* (S.C. 1996, c.16”
- d) Section 05, Subsection 2, is amended as follows and renumbered accordingly:
Delete: d. “send its bid only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified on page 1 of the bid solicitation or to the address specified in the bid solicitation. The facsimile number and related instructions for bids transmitted by facsimile are provided in section 08”;
Insert: d. send its bid only to the Bid Receiving Address specified on page 1 of the bid solicitation;
Delete: e. “ensure that the Bidder's name, return address, the bid solicitation number, and bid solicitation closing date and time are clearly visible on the envelope or the parcel(s) containing the bid”
- e) Section 05, Subsection 4 is amended as follows:
Delete: 60 days
Insert: 180 days
- f) Section 08 is amended as follows:

Delete: Subsections 1 - 3

Insert: Due to the nature of the bid solicitation, bids transmitted by facsimile to ISC will not be accepted.

g) Section 12, Subsection 1 is amended as follows and renumbered accordingly:

Delete:

- a. "the Bidder is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Bidder ineligible to bid on the requirement;
- b. an employee, or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to bid on the requirement, or the portion of the requirement the employee or subcontractor is to perform";

h) Section 17, Subsection 1 c) is revised as follows:

- c) the name of the representative of the joint venture who will be named as the Lead Member in any resulting contract, i.e. the member chosen by the other members to act on their behalf, if applicable;

i) Section 17, Subsection 3 is amended as follows:

Delete: "The bid and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract."

Insert: "The bid must be signed by all the members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract."

j) Section 20, is amended as follows:

Delete: Subsection 2.

2.2 Submission of Bids

Bids must be submitted electronically only to Indigenous Services Canada (ISC) by the date, time and e-mail address indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by any other means to ISC will not be accepted.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of

the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than three (3) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of British Columbia.

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

2.6 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

Canada requests that the Bidder submits its bid electronically in accordance with section 8 of the 2003 standard instructions and as amended in Part 2 - Bidder Instructions, Article 2.1 Standard Instructions, Clauses and Conditions. Bidders are required to provide their bid in a single transmission. The total size of the email, including all attachments, **must not exceed 10 megabytes (MB)**. It is solely the Bidder's responsibility to ensure that the total size of the email does not exceed this limit.

The bid must be gathered per section and separated as follows:

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

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

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

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

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

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

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

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

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

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

3.1.1 Electronic Payment of Invoices – Bid

Bidders will accept Direct Deposit (Domestic and International) for payment of invoices.

The Bidder is not obligated to accept payment by Electronic Payment Instruments.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

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

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

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

#	Mandatory Technical Criterion	Instruction to Bidders
M1	<p><u>Facilities for Seedling Production</u></p> <p>The Bidder must demonstrate that it has the experience and the capacity to provide the services required by Indigenous Services Canada (ISC) as per the Annex A – SOW.</p>	<p>To meet criterion M1, the Bidder must provide a description of the seedling production facilities and cold storage including, as a minimum, the followings:</p> <ul style="list-style-type: none"> • description of site, including access; • description of services and utilities, including backup emergency systems; • description of the following: service buildings; <ul style="list-style-type: none"> ○ greenhouses, including type and manufacturer, ○ open compounds; ○ equipment for lighting for day length extension and short-day treatments; ○ irrigation and fertilization systems; ○ benching system; environmental controls and other improvements; • description of production capacity of greenhouses and/or open compound in number of blocks

		<ul style="list-style-type: none"> • Cold storage location • Cold storage capacity to store seedlings once lifted
M2	<p><u>Growing Regime</u></p> <p>The Bidder must demonstrate that it has a growing regime specific to forest species sowed.</p>	<p>To meet criterion M2, the Bidder must provide a descriptions of the growing regimes including, as a minimum, the followings:</p> <ul style="list-style-type: none"> • Growing methods; • Details on sowing and over sowing; • Sowing equipment; • Sowing dates and procedures; • Growing medium (physical and chemical characteristics) and the components; • Seed cover; • Environmental control procedures; • Fertilization schedules; and • Quality growing standards including: conditioning and hardening regime, provisions for minimizing risk factors, and quality control techniques
M3	<p><u>Pest Management Program</u></p> <p>The Bidder must demonstrate that the Bidder has a pest management program.</p>	<p>To meet criterion M3, the Bidder must provide a description of the pest management program including, as a minimum, the followings:</p> <ul style="list-style-type: none"> ▪ preventative and control measures; ▪ application of pesticides (insecticides/fungicides); ▪ reporting; ▪ responsibilities, and ▪ applicator's qualifications with respect to regulatory requirements.

4.1.2 Financial Evaluation

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

Request ID	Species	Lot NO.	Stock Type	Year/ Season	Planting Date	Number of Seedlings	Unit Price per Seedling (\$CAN)	Transport to cold storage, Cost Per Seedlings (\$CAN)	Cold Storage Costs Per Seedlings (\$CAN)	Total Cost
2024DCC 0001	FDI	54002	PSB 310B	2025	May 3 2025	131,900				
2024DCC 0002	PLI	53558	PSB 310B	2025	May 3 2025	38,000				
2024DCC 0003	PY	44216	PSB 410	2025	May 3 2025	9,300				
2024DCC 0004	LW	63658	PSI 410	2025	May 3 2025	19,400				
						198,600	Total Combined Cost			

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

4.2 Basis of Selection

4.2.1 Mandatory Technical Criteria

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

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

5.2.3.2 Certifications – Contract

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

PART 6 – RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

[2010B](#) (2022-12-01), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract with the following adaptations:

- a) References to Public Works and Government Services Canada (PWGSC) are replaced by the Department of Indigenous Services Canada (ISC); and
- b) "Pursuant to the *Department of Public Works and Government Services Act* (S.C. 1996, c.16," is deleted from the text under Section 2 – Standard Clauses and Conditions.
- c) Section 10, Subsection 1 is amended as follows:

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

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

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

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

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

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to July 31, 2025.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Miriam Britel
Title: Senior Procurement Expert
Department Name: Department of Indigenous Services Canada
Directorate: Materiel and Assets Management
Address: 10 Wellington Street, Gatineau, Quebec, K1A 0H4

Telephone: 873-355-2463
E-mail address: Miriam.britel@sac-isc.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.

6.5.2 Project Authority *(TO BE IDENTIFIED AT CONTRACT AWARD)*

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

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

6.5.3 Contractor's Representative *(TO BE IDENTIFIED AT CONTRACT AWARD)*

Name: _____
Telephone: ____-____-_____
Facsimile: ____-____-_____
Email Address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

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.

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites

as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

6.7 Payment

6.7.1 Basis of Payment

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

6.7.2 Limitation of Price

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

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

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

- a. an accurate and complete claim for payment using [10-671E](#), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all the certificates appearing on form [10-671E](#) have been signed by the respective authorized representatives;
- c. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

Milestone No.	Description or "Deliverable"	Firm Amount	"Delivery Date" or Due Date
1	Sowing of Seedlings	40% of Total Contract Price	March 31, 2024*
2	Lifting and Storage of Seedlings	30% of Total Contract Price	December 31, 2024*
3	Ready for Transport	30% of Total Contract Price	May 05, 2025*

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

6.7.4 Electronic Payment of Invoices – Contract

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

If not registered for direct deposit payments, to enable payment, the Contractor must complete the Department of Indian Affairs and Northern Development Electronic Payment Request form (https://intranet-rcaanc-cirnac/ForcePDFDownload?url=https%3a%2f%2fwww.sac-isc.gc.ca%2fDAM%2fDAM-ISC-SAC%2fDAM-FNDNG%2fSTAGING%2ftexte-text%2f20-545_1362495227097_eng.pdf), and submit the form to the address provided.

6.7.5 T1204 – Direct Request by Customer Department

1. Pursuant to paragraph 221 (1)(d) of the *Income Tax Act*, R.S. 1985, c. 1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
2. To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

6.8 Invoicing Instructions

1. The Contractor must submit a claim for payment using form [10-671E](#), Claim for Progress Payment.

Each claim must show:

- a. all information required on form [10-671E](#);

- b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;

Each claim must be supported by:

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

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

4. The Contractor must not submit claims until all work identified in the claim is completed.

6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of British Columbia.

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions [2010B](#) (2022-12-01), General Conditions - Professional Services (Medium Complexity) ;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Claim for Progress Payment Form
- (f) the Contractor's bid dated (***TO BE IDENTIFIED AT CONTRACT AWARD***).

6.12 Insurance – No Specific Requirement

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

6.13 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

Nursery Tree Seedling Growing Services 2024-2025

BACKGROUND

The Chilcotin Training Area (CTA), located north of the small community of Riske Creek and about 47 kilometres west of Williams Lake, consists of approximately 41,000 hectares of land owned by the Department of National Defence (DND) and is used as a military training area. The management of forest resources on this property is the responsibility of the Department of Indigenous Services Canada (DISC) through an Order-in-Council P.C. O.I.C 1961-807.

Logging activities undertaken under various Timber Permit and forest fires over the past decade has left some areas not satisfactory re-stocked.

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

OBJECTIVE

DISC requires the services of a supplier for the production of tree seedlings of following species for a Spring plant in 2025 also described in the Seedlings Request Short Form:

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

DISC is looking to establish a contract to provide the services for one growing period. The growing period shall begin around February-March 2024 to grow the seedlings and to carry out seedling growing services in support of the reforestation plans on the CTA.

SCOPE OF WORK

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

- Provide all necessary materials for and carry out all aspects of the culture, maintenance and growing the Seedlings.
- Complete the sowing not later than the sowing dates as specified herein;
- Utilize tree seed and corresponding grams of seed per species as per the information shown in the **Appendix A.1 - Seed Planning & Registry System – Seedling Request Short Form Report**.
- Mark shipping containers with the species, stock type, age class, seedlot, and number of seedlings in the shipping container, and pesticide use notification as specified in **Appendix A.2 - Requirements Concerning Application And Reporting Of Pesticides**;
- Lift and package the seedlings in packaging materials as specified herein;
- Maintain the lifted and packaged seedlings of the requested stock types in cold storage and in an environment acceptable to the department representative until delivery;
- Ensure that all seedlings are free of all diseases, pests, chlorosis, contaminants and mechanical damage;
- Ensure that the seedlings are in a morphological and physiological condition which is acceptable to the departmental representative;

- Ensure that the seedlings are of a size which is not less than the minimum, or greater than the maximum as specified;
- Ensure the separate seedling species as grown meet all British Columbia (BC) Provincial Seedling Stock Specifications for the species requested – **See the following website for the species information:**
http://www.for.gov.bc.ca/nursery/HEADQTRS/seedling_specs.pdf
- Ensure that the seedlings are treated only with pesticides approved for use on Seedlings in British Columbia as specified in **Appendix A.2 - Requirements Concerning Application And Reporting Of Pesticides;**
- Conduct seedling inventories during the 15 days immediately preceding the delivery dates specified to an accuracy of +/- 5%.
- Prior to delivery, discuss timing with the departmental representative to ensure that the seedlings as grown, will be thawed prior to transport in refrigerated trailers to the planting work site.
- At delivery, the Contractor shall provide the departmental representative with a complete and itemized record of pesticide applications, including chemicals, rates and dates of application;

RISK ASSUMPTIONS

- The Contractor will be responsible for any damage to seed or propagules and seedlings until DISC accepts delivery;
- The Contractor is responsible, until delivery, to maintain the quality and the viability of seed or propagules and seedlings (including packaged seedlings);
- If, at any time prior to delivery, pests, disease or contaminants which, in the sole discretion of the departmental representative, pose a threat to the integrity, viability or utility of the seedlings or accompanying planting medium are reported or are legally required to be reported to the Director or Agriculture Canada, or if Agriculture Canada makes an order with respect to the transportation or disposition of the Seedlings, the following must apply:
 - the Contractor must comply with the DISC departmental representative or Agriculture Canada's directions or orders concerning treatment, transportation or disposition of the Seedlings; and
 - any costs associated with such compliance must be borne solely by the Contractor without right of compensation from DISC.
- the DISC departmental representative reserves the right to reject any damaged seedlings including damage caused by improper packaging, and to pay only for those that meet the approval of the departmental representative.

DELIVERABLES

The Contractor shall:

- Perform all field work in accordance with the Statement of Work herein and according to the specifications as outlined in **Annex B – Basis of Payment;**
- Submit a Work Progress Plan outlining the scope, timing, location and other requirements of the contract which can be completed in consultation with the DISC departmental representative on or before February 01, 2024; and
- Provide the following deliverables as specified in **Annex B – Basis of Payment.**

For planting in Spring of 2025

- The contractor shall provide cold storage from the lift date until delivery (approximately May 2025) for transport by DISC reforestation contractor.

DEPARTMENTAL SUPPORT

The department will:

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

CONSTRAINTS

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

Table Definitions & Abbreviations

Species - Type of tree seedling: Pli = Lodgepole Pine

Fdi = Douglas Fir - Int

Request ID: Key identifier in BC's Seed Planning & Registry System

Stock type: Designation of type of crop and container size in which the Seed will be sown (PSB - abbreviation of Plug - Styroblock PSI – abbreviation of Plug Individually wrapped)

Seedlot: Unique identifier of a pool of genetic material

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

1 = 1 year old seedlings

Season of Planting: Spring= Spring Plant Seedlings

Latest Sowing Date: Latest date specified by which the Seed must be sown - March 31, 2024

Number of Trees: Total requirement by species

Unit Price Per Seedling: Cost by seedling

Total Cost: Number of Trees multiplied by Unit Price per Seedling

APPENDIX A.1

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



REQUEST ID	STS	SPECIES	REG	LOT NO.	REQUEST AGENCY	FUND SRC	*-----SEEDLINGS-----*		GRAMS/ CUTTINGS RQSTD	STOCK TYPE/CTNR/AGE	PLANTING YEAR/ SEASON	ASSIGNED NURSERY
							RQSTD (000's)	CALC. (000's)				
2024DCC0001	PND	FDI	CBST	54002	AANDC	00 LFP	131.9	131.6	3,451.0	PSB 310B 100000	2025 SP	
2024DCC0002	PND	PLI	CBST	53558	AANDC	00 LFP	38.0	38.1	196.0	PSB 310B 100000	2025 SP	
2024DCC0003	PND	PY	CBST	44216	AANDC	00 LFP	9.3	9.3	1,865.0	PSB 310B 100000	2025 SP	
2024DCC0004	PND	LW	CBST	63658	AANDC	00 LFP	19.4	19.4	243.0	PSI 410 100000	2025 SP	
							198.6	198.4	5,755.0			

NOTE: Cancelled requests are not included in the report.

TOTAL REQUESTS LISTED: 4

END OF REPORT

APPENDIX A.2

Nursery Tree Seedling Growing

REQUIREMENTS CONCERNING APPLICATION AND REPORTING OF PESTICIDES

To control pests, seedlings grown under the terms of this Agreement shall be treated only with Approved Pesticides. These Approved Pesticides are registered for use under the federal Pest Control Products Act and Regulations; and are approved for use in British Columbia under the provisions of the Integrated Pest Management Act (2004) and Regulation by the Integrated Pest Management Program of the Ministry of Environment.

For a summary of BC pesticide regulations, please see the Ministry of Environment web site at: <http://www.env.gov.bc.ca/epd/ipmp/index.htm>

Pesticide applications on seedlings must follow manufacturer's label recommendations. Provincial legislation regulates worker safety, drinking water safety, the sale, use and disposal of pesticides in BC. All pesticide activity needs to comply with provincial, municipal and federal legislation as described in the current issue of the annual Nursery and Landscape Pest Management and Production Guide for Commercial Contractors, published by the Ministry of Agriculture and Lands. This is also on the Ministry website at: http://www.al.gov.bc.ca/pesticides/i_4.htm and subject to safety provisions of the Workers' Compensation Act and provincial occupational health regulations.

When shipping seedlings treated with pesticides, the Contractor shall include a notification with the stock shipping invoice, one copy of which goes with the shipment to the Province. The notification will state the following or similar effective wording:

"All seedlings in this shipment have been treated with pesticides to reduce the possibilities of mould. While oral and dermal toxicities are very low, common-sense precautions should be taken. Gloves should be worn where possible, and hands should be washed after contact and before smoking or eating. There should be no problem if these basic steps are taken."

If seedlings have been treated with pesticides within one month prior to shipping, the Contractor shall mark the shipping cartons with an exterior notification indicating latest date of application, rate of application and name of pesticide used.

ANNEX "B"

BASIS OF PAYMENT

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

Request ID	Species	Lot NO.	Stock Type	RQST D	Year/ Season	Planting Date	Number of Seedlings	Unit Price per Seedling (\$CAN)	Transport to cold storage, Cost Per Seedlings (\$CAN)	Cold Storage Costs Per Seedlings (\$CAN)	Total Cost
2024DCC 0001	FDI	54002	PSB 310B	131.9	2025	May 3 2025	131 900				
2024DCC 0002	PLI	53558	PSB 310B	38.0	2025	May 3 2025	38 000				
2024DCC 0003	PY	44216	PSB 410	9.3	2025	May 3 2025	9 300				
2024DCC 0004	LW	63658	PSI 410	19.4	2025	May 3 2025	19 400				
							198 600	Total Combined Cost			

* **Nurseries must follow the BC Ministry of Forests, Lands and Natural Resource Operations *Seedling Stock Specifications for Commercial Forest Nursery Contracts* - See http://www.for.gov.bc.ca/nursery/HEADQTRS/seedling_specs.pdf**

** **Payment Schedule**

70% Payment upon sowing date –Approx. March; 30% payment upon Lift date - December; 30 % payment upon Transport date May.

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

CERTIFICATE OF CONTRACTOR

I certify that:

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

Contractor's Signature	Title	Date (YYYYMMDD)
▶		

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

I certify that:

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

Contractor's Signature	Title	Date (YYYYMMDD)
▶		

CERTIFICATES OF DEPARTMENTAL REPRESENTATIVES

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

Signature of Project Authority	Date (YYYYMMDD)
▶	

Cost Center Manager: (Must sign the interim claim)

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

Signature of Cost Center Manager	Date (YYYYMMDD)
▶	

Cost Center Manager: (Must sign the final claim)

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

Signature of Cost Center Manager	Date (YYYYMMDD)
▶	